



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, OCTOBER 8, 2019
5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Discussion regarding City of Celina personnel policies. (Hall)
- B. Introduction of new employees. (Lt. Jackson, Toutounchian, Mendez)
- C. Discussion regarding parking ordinance amendment. (Green)
- D. Discussion regarding building dedication plaque. (Brawner)
- E. Discussion regarding water rates and usage update. (DeBuff)
- F. Discussion regarding any and/or all agenda items.
- G. Staff Reports attached

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

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

- A. Discussion regarding potential development agreement at FM 428 and FM 1385.
- B. Discussion regarding potential development agreement south of Ash and west of SH Business 289.
- C. Discussion regarding boundary agreement amendments with adjacent cities.

and pursuant to Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.
- D. Discussion regarding potential acquisition for downtown parking east of Ohio Street and north of Main Street.
- E. Discussion regarding potential acquisition of property on W. Pecan Street.
- F. Discussion regarding potential acquisition of properties on E. Walnut Street.

Reconvene Into Open Session
- G. Consider and act upon any items discussed in executive session.

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

A. Minutes Approval:

1. City Council - Regular Meeting - Sep 10, 2019 5:00 PM

- B. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2019-39 which adopted and approved the budget for fiscal year beginning October 1, 2019 and ending September 30, 2020, and make appropriations for each department, project and account, by adopting an amended 2019-2020 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Toutouchian)
- C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, authorizing City staff, Council members, and adding the new Accounting Manager to sign checks and drafts on city accounts. (Toutouchian)
- D. Consider and act upon an Interlocal Dispatch Services Agreement by and between the City of Celina and Collin County. (Griggs)
- E. Consider an act upon an agreement by and between the City of Celina and Collin County for dispatch services. (Metdker)
- F. Consider and act upon a contract change order by and between the City of Celina and Freese and Nichols, Inc for a time extension of the current on-call engineering services contract. (Brawner)
- G. Consider and act to authorize the City Manager to execute an Interlocal Agreement between City of Celina and Collin County Municipal Utility District No.1 (the District) for the relocation of water line along Frontier Pkwy & Worthington Way. (Brawner)

- H. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Little Wooden Penguin, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (DeBuff)
- I. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Texas RT Holdings, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Rollertown) (DeBuff)
- J. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Bongo Beaux, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (DeBuff)
- K. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and North Preston Lakes Estates Homeowners Association, Inc for a loan to aid in the installation of fiber optic lines. (DeBuff)
- L. Consider and act to authorize the City Manager to execute an agreement by and among the City of Celina and the Board of Directors of Tax Increment Reinvestment Zone number Two, City of Celina and CTMGT Frontier 80, LLC and CADG Creeks of Legacy West, LLC and CADG Creeks of Legacy Stonegate, LLC amending a development agreement. (Creeks of Legacy) (DeBuff)
- M. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Quality Excavation, Ltd., in the amount of \$354,061.00 plus 10% contingency (\$35,406.10) for County Road 53 Waterline Relocation, Bid # 2019-0013. (Berry)
- N. Consider and Act to award Bid 2019-0016 for Mowing Services to Raul Morales Lawn Service, LLC in the amount of \$139,312.00 and authorize the City Manager to execute the agreement. (Berry)
- O. Consider and act to authorize the purchase of Sensus water meters from Aquametric Sales as the sole source provider in an amount not to exceed \$450,000.00. (Berry)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance 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 repealing and replacing the entirety of Chapter 14, "Zoning". (Zoning Ordinance Revisions) (Wilson)
- B. The Celina City Council will Conduct a public hearing to consider testimony and act upon a request to revise an existing development agreement to modify development standards to allow for a master planned single-family residential development on an approximately 701 acre tract of land, generally located on the east side of CR 87 (future Coit Road) and centered on the eastward extension of Sunset Boulevard within the City Limits. (Parks at Wilson Creek Revised Development Agreement) (McAfee)

- C. The Celina City Council will conduct a Public Hearing to consider testimony and act upon an ordinance 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 rezoning an approximately 701 acre tract of land, amending the Development Regulations of Planned Development (PD) No. 61 to modify development standards to allow for a master planned single-family residential development. The tract is generally located on the east side of CR 87 (future Coit Road) and centered on the eastward extension of Sunset Boulevard within the City Limits. (Parks at Wilson Creek - Revised Planned Development) (McAfee)
- D. The Celina City Council will conduct a Public Hearing to consider and act upon an ordinance 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 rezoning an approximately 33 acre tract of land, amending the Development Regulations of Planned Development (PD) No. 67 to allow for a mixed use development. The tract is generally located on the northwest corner of Preston Road and Frontier Parkway within the City Limits. (The Grove at Frontier/Lanterra Planned Development Amendment) (McAfee)

IX. ACTION ITEM:

- A. Consider and act upon a contract by and between the City of Celina and Garver, LLC for Professional Services related to the design of a 6 MGD ground storage tank at the Celina Road Pump Station in an amount not to exceed \$749,500. (Brawner)

X. ADJOURNMENT:

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

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



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

Date Notice Removed



Human Resources
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bonita Hall, Director of Human Resources
CC: Jason Laumer, City Manager
Date: October 8, 2019
Re: Personnel Policy Update

Action Requested:

Discussion regarding City of Celina personnel policies. (Hall)

Background Information:

NA

Board Review/Citizen Input:

NA

Alternatives:

NA

Financial Considerations:

NA

Legal Review:

NA

Supporting Documents:

See Attached Memo

Staff Recommendation:

Recommending Approval



TO: Jason Laumer, City Manager
 FROM: Bonita J. Hall, Director of Human Resources
 DATE: September 13, 2019
 RE: Policy Changes 2019

I am writing this memo to provide you with a synopsis of the major changes recommended for the policy manual. We are recommending some stylistic, format and organizational changes but will identify only the significant amendments. But first I wish to take a moment and thank the members of the Policy Committee. These employees met many times for almost six months and brought some great suggestions to the group for consideration. They took their role as committee seriously. The members include:

Justin Beamis	Fire
Brandy Berry	Municipal Court
Sammy Hernandez	Police
Amy Kuehn	Utilities
Nathan Morales	Public Works
Kyle Peck	Police
Cortnie Webb	Police

I thank them for their time and effort in bringing this to fruition.

I will briefly outline the major changes by chapter.

Chapter 1: Introduction and General Provisions. No major changes in the policies in this chapter.

Chapter 2: Employment. Major changes include:

- Hiring no one under the age of 18
- Outlining qualifications and general disqualifications
- Introducing a re-employment limit (2) with a no “bridging” element where the employee may not return to the same accrual rate.
- Outline nepotism to include employees who live together and to establish certain departments that will not have relatives working anywhere in the organization (CMO, CSO, HR and Finance)
- Promotion, demotion, transfers: not allowed if on probation or under major discipline and salary change will 5% per grade and must be in interim position for a minimum of four (4) weeks.

Chapter 3: Personnel Records. No major changes in the policies in this chapter.

Chapter 4: Employee Benefits. Only significant change is that we added a Tuition Assistance policy that would provide reimburse for school tuition costs but it is currently not being funded.

Chapter 5 Leaves. Major changes include:

- Sick leave – established a payout at termination. Once in effect, all employees begin at zero years and less than 5 years 0%; 5 years, 50%; 6 years, 60%; 7 years, 70%; 8 years, 80%; 9 years, 90% and 10 years or greater 100% up to the maximum of either 480/720 hours.
- Catastrophic leave program – establish a program whereby regular fulltime employees may participate and contribute to the “bank”. If needed, participants make application to the Board who considers all elements of the request and renders a decision to allow contribution to employee.
- Inclement Weather/Emergencies – establishes a program that outlines duties of emergency essential and non-essential employees and general responsibilities during an organizational emergency. Individual designations are determined by the department director.

Chapter 6: Compensation. Major changes include:

- Certification/Education pay policy which establishes for police, fire and public works in addition to bi-lingual pay for all employees who are able to pass the test and assist with customers.
- Inclement weather/emergencies compensation which lays out how those nonexempt employees, who must work during a declared emergency, will be compensated.
- Creates on-call pay/standby pay where the employee receives one (1) hour of pay for each day on-call.
- Establishes call out/callback pay where the employee receives automatic two (2) hours of pay for having to return to work.
- Workers’ comp supplemental pay creates program where the City will supplement what is paid by workers’ comp in temporary income benefits for up to 180 days.

Chapter 7: Employee Conduct – Major policy changes include the following:

- Establishes Non-DOT alcohol and drug testing policy to work in conjunction with the DOT alcohol and drug testing policy. Creates City safety sensitive positions (where impairment constitutes immediate/direct threat to public health or safety such as a position that requires employee to carry firearms, perform life threatening procedures, work with confidential information or documents pertaining to criminal investigations, or confidential juvenile information or work with controlled substances, a position in which drug impairment constitutes an immediate/direct threat to the employee’s health or safety, a position in which an employee is responsible for the well-being of another, or a position in which a momentary lapse in attention could result in injury or death to another person) suggesting police, fire, public works, inspectors, parks employees.
- May waive first drug offense policy – CM wants to have leeway to not terminate employees who test positive for alcohol and/or marijuana, while away from work, the first time but will go into rehab and be subject to additional random testing upon their return.

- Vehicle use policy – vehicle are assigned by department directors and approved by the city manager. Take home vehicles are generally prohibited unless on-call or certain emergency vehicles.

Chapter 8 Risk Management. Major policy changes include the following:

- Modified duty program for employees with on the job injuries. Coordinated through human resources
- Annual drivers license checks
- General safety policies such as back injury prevention, office safety and proper operation of vehicles and equipment.

XC: City Council
File

PERSONNEL POLICIES

COMMITTEE MEMBERS

JUSTIN BEAMIS

FIRE

BRANDY BERRY

MUNICIPAL COURT

SAMMY HERNANDEZ

POLICE

AMY KUEHN

UTILITIES

NATHAN MORALES

PUBLIC WORKS

KYLE PECK

POLICE

CORTNIE WEBB

POLICE



CHAPTER 1 – INTRODUCTION

NO MAJOR CHANGES

CHAPTER 2 - EMPLOYMENT

NEPOTISM



- A. Nepotism – the practice of favoring, providing benefits to, or giving any workplace preference to, relatives over other employees.
- B. Relatives – Includes, but are not limited to, the first, second and third degree of consanguinity (blood), adoption; and the first and second degree of affinity (marriage). Common Law marriages as recognized by the state of Texas will also be included for purposes of this policy.

NEPOTISM (CONT.)

- CONSANGUINITY (BLOOD RELATIONSHIPS) AND ADOPTIVE RELATIONSHIPS

First Degree	Second Degree	Third Degree
Mother	Grandparent	Great Grandparent
Father	Grandson	Great Grandson
Son	Uncle	Great Granddaughter
Brother	Aunt	Great Niece
Sister	First Cousin	Great Nephew
	Niece	Second Cousin
	Nephew	

NEPOTISM (CONT.)

- AFFINITY (MARRIAGE RELATIONSHIP)

First Degree	Second Degree
Wife	Brother-in-Law
Husband	Sister-in-Law
Son-in-Law	Spouse's Grandparent
Daughter-in-Law	Grandchild
Mother-in-Law	Step-Grandchild
Father-in-Law	Stepsister
Stepmother	Stepbrother
Stepfather	Cousin-in-Law
Stepson	
Stepdaughter	

CHAPTER 3 – PERSONNEL RECORDS

NO MAJOR CHANGES

CHAPTER 4 – EMPLOYEE BENEFITS

ADDED TUITION ASSISTANCE PROGRAM –
NOT CURRENTLY FUNDED



CHAPTER 5 - LEAVES

SICK LEAVE – Introduce payout beginning in 5 years

Years of Full-time Service	Payment Eligibility (percent of unused sick leave)
Under 5	0
5	50%
6	60%
7	70%
8	80%
9	90%
10 plus	100%

CHAPTER 5 - LEAVES

- Catastrophic leave program

whereby regular fulltime employees may participate and contribute to the bank. if needed, participants make application to a board which considers all elements of the request and makes a determination.



CHAPTER 5 - LEAVES

INCLEMENT WEATHER/EMERGENCIES

- Emergency Essential Personnel
- Emergency Non-Essential Personnel
- Essential Recovery

EMERGENCY PERIODS

- Pre Impact Period
- Emergency/Inclement Weather Period
- Emergency/Disaster – Recovery Period
- Post Impact/Recovery Period

CHAPTER 6 - COMPENSATION

- CERTIFICATION/EDUCATION PAY – For Police, Fire and Public Works
- INCLEMENT WEATHER/EMERGENCIES COMPENSATION
- ON-CALL/STANDBY PAY
- WORKERS' COMP SUPPLEMENTAL PAY





CHAPTER 7 – EMPLOYEE CONDUCT



NON-DOT ALCOHOL AND DRUG TESTING POLICY

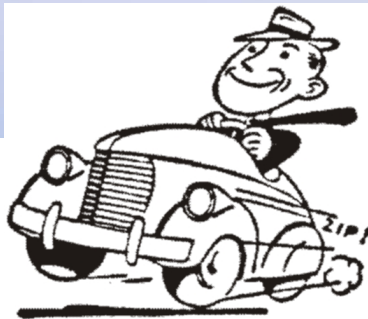
Safety-Sensitive Position for purposes of this policy means a position in which impairment due to drugs or alcohol could constitute an immediate or direct threat to public health or safety, to the employee's health or safety, or a position in which a momentary lapse in attention or judgment could result in injury or death to another person. Examples of such positions include, but are not limited to, those which require driving of city vehicles, carrying of firearms, and operation of heavy equipment, responsibility for the safety or security of another person. Whether a position qualifies as a safety-sensitive shall be left to the reasonable discretion of the City.

CHAPTER 7 – EMPLOYEE CONDUCT

VEHICLE USE

Assigned by the Department Director and approved by City Manager.

Take home vehicles generally prohibited unless on-call or certain public safety vehicles



CHAPTER 8 – RISK MANAGEMENT

MODIFIED DUTY PROGRAM – Coordinated by Human Resources
Generally involves on-the-job injuries

ANNUAL DRIVER LICENSE CHECKS – All employees

GENERAL SAFETY POLICIES – Fall Prevention, Proper Lifting, First Aid, Office Safety

POLICIES

- QUESTIONS?
- COMMENTS?
- CONCERNS?



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: October 8, 2019
Re: Staff reports

Action Requested:
Staff Reports attached

Background Information:
Monthly staff reports.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Celina Fire Department
City of Celina, Texas

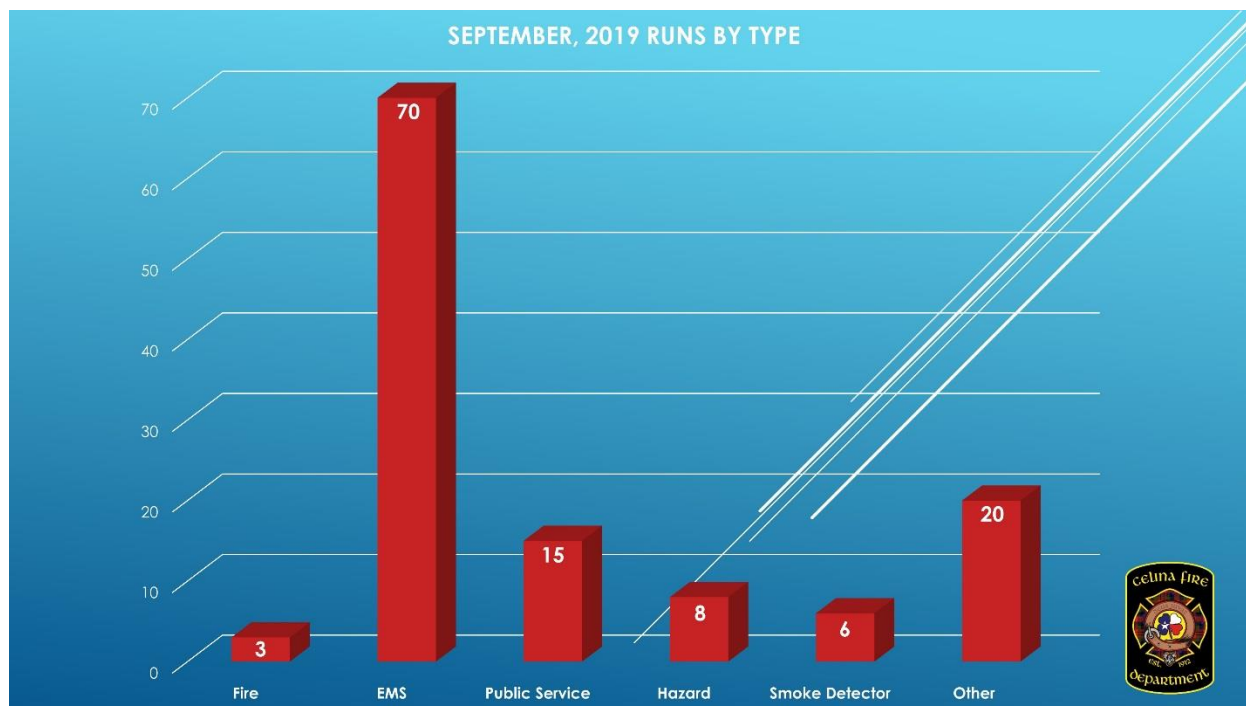
MEMORANDUM

To: Honorable Mayor Sean Terry and the Celina City Council
 From: Mark Metdker, Fire Chief/Fire Marshal
 CC: Jason Laumer, City Manager
 Date: 10/8/2019
 Re: September 2019 Fire Department Activity Report

This is the September Fire Department monthly report. It will detail the activity from Operations, EMS, Emergency Management and Fire Prevention. As always, thanks for your continued support of your Fire Department. Please contact me with any questions or comments.

Calls for Service

Celina FD had a busy month with 122 calls for service. 70 calls were EMS related



Attachment: Fire-October (SeptemberReport2019) (Staff Reports)

Celina FD breakdown of calls by month



2019 projections forecast an overall increase in calls



Fire Prevention Monthly Report

Month – September 2019

Fire Prevention and Inspections

Fire Marshal Friday

Training over the New Celina High School indoor field project and the High School Fire Alarm and Fire Sprinkler System with the crews.



Projects for September 2019

Smoke Detector Battery Replacement Program

Celina Sports Complex (New Construction) Indoor Field-temp C/O till September 10, 2019

Fire Station # 2 (New Construction)

Bongo Beaux (New Construction)

Prosper School # 12 Mustang Lakes (New Construction)

City Buildings Annex, City Hall, EDC (Remodel)

Celina Office Building 322 W Walnut (New Construction)

Celina Field Press Box (New Construction)



Operations/EMS/Emergency Management/Training

Month – September 2019

Updates

EMS/FIRE

- **North Central Texas Trauma Regional Advisory Council (NCTTRAC)** – Attended a training meeting at the NCTTRAC in Arlington. The subject was the EMS committee meeting. Continued updates on local issues with EMS including inter agency training and collaboration. At this meeting lined up future continuing education opportunities.
- **Baylor Scott and White McKinney Meeting**– Attended EMS/ Hospital partnership meeting discussing Trauma activations and the upcoming infectious disease presentation. Regional meeting of all EMS agencies in the surrounding area.
- **Collin County Fire Chief's Meeting**- Attended the Collin County Fire Chief's Meeting to discuss multi-jurisdictional issues and innovations with other chief officers within the county
- **Smoke Detector Battery Replacement Program**- Continued with the smoke detector battery replacement program to install new smoke detector batteries for all residents.
- **Station 2** - Station 2 is currently under construction, the building structure is getting close and everything is starting to come together.
- **Medical CE** –MCP delivered medical CE's at Station # 1



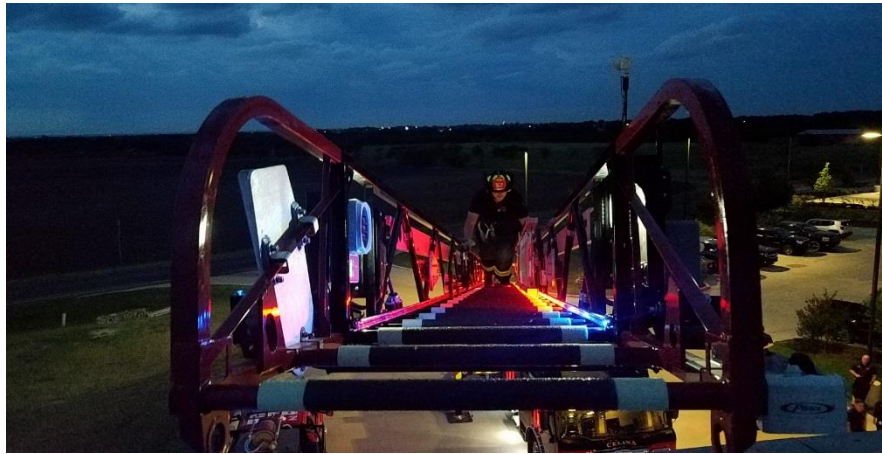
Station 2



Attachment: Fire-October (SeptemberReport2019) (Staff Reports)

TRAINING

- **Ladder Truck Training-** Celina FD continues to train on the new ladder truck and all three shifts are participating.
- **Shift Level Training-** All crews participated in shift level training to include all fire ground operations



Attachment: Fire-October (SeptemberReport2019) (Staff Reports)



Public Relations

9/2 – CPR Class at station 1

9/7 – Hey Sugar Ribbon Cutting

9/11 – Quarterback Club Breakfast

9/11 – 9/11 Ceremony at Station 1

9/14 – Light Farms Touch a Truck

9/14 – Celina Ninja Fitness Fundraiser

9/20 – Celina Mothers of Preschoolers Fire Safety at Methodist Church



9/27 – Home Coming Parade

Multiple Station Tours



Attachment: Fire-October (SeptemberReport2019) (Staff Reports)



Attachment: Fire-October (SeptemberReport2019) (Staff Reports)



Attachment: Fire-October (SeptemberReport2019) (Staff Reports)



Attachment: Fire-October (SeptemberReport2019) (Staff Reports)

Emergency Management

- **Revised Emergency Management EOC Activation Plan** – Revised the draft EOC activation procedure. This includes a ramping up phased approach to EOC activation. This will outline the roles and responsibilities of all major departments within the city and allow for mutual aid from other agencies. This procedure is still a work in progress and will continue to be revised
- **Tested Outdoor Weather Notification-** Tested all LAWS and Warning Sirens in the city. Ensured that all outdoor warning systems are working properly. Updated the monthly testing log to document successful tests
- **Emergency Management Coordinator Meeting** – Attended monthly emergency management coordinator meeting at Collin County Sherriff's Office. Involving all Collin County Emergency managers
- **Tier II Chemical Reports-** Submitted all Tier II chemical storage reports for businesses in the City of Celina to Collin County Emergency Management Department
- **UAV Certification-** Ongoing process for the Federal Aviation certification to operate and deploy a drone UAV. This program will allow for recon of major fires or other extended emergency operations. This drone will have thermal imaging capabilities.
- **Emergency Operations/THIRA Planning-** Continued to refine the City of Celina Specific Emergency Operations plan and Threat/Hazard assessment plan. Currently we are working under Collin County blanket plans. This is the first step in receiving government grants for emergency management projects.

Thanks for your continued support of the Celina Fire Department. If you have any questions or comments, please let me know. mmetdker@celina-tx.gov



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, SEPTEMBER 10, 2019
5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

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

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Arbor Day Proclamation
- B. Constitution Week Proclamation
- C. Presentation of Capital Credit Check from CoServ. (DeBuff)

Donna Wood with CoServ presented a re-bate check for \$1,800 to the City.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Discussion regarding water rates, seasonal usage and conservation. (DeBuff)

Director of Administrative Services Paul DeBuff gave a short presentation on water rates and usage. Mayor Terry called for Open Forum comments at this time.

Those present and speaking:

Brittany Stephens of 3010 Seattle Slew Drive stated that her August bill jumped from 2100 gallons to 34,000 gallons when nothing changed in their household.

Jeremy Bailey of 101 Mustang Court said that his July bill was 50,000 gallons and he was told he had a leak.

George Quintana of 925 Bluebird Way said he had a 7,000 gallon bill for three consecutive months and it then went up by 3,000 gallons.

Minutes Acceptance: Minutes of Sep 10, 2019 5:00 PM (Minutes Approval)

Michael Singelton of 709 Breadlow said his bills keep going higher and higher.
 Joseph Ramero of 2909 Twin Eagles Drive used 21,000 gallons in 15 days and was told he is using water from 9 pm to 4 am. He would like someone to come out and check their system.
 Daniel Gaul of 2031 Cattle Drive stated that his water bills went up even though the household occupancy went down. Wants to know the percent of households that go over the 30k gallon threshold.
 Linda Pierson of 1320 Grassland is upset by their \$350 water bill when they were gone for 3 weeks. She thinks the Light Farms deal should be re-visited.
 Michelle Gunderson of 829 Glen Crossing said the city needs to do more research. Her irrigation is shut off and the bill is showing usage.
 Jason Hutchings of 708 Glen Crossing has a \$365 water bill this month and made no changes. He said the City needs to be concerned about the overall cost of water.
 Glen Hauer of 4132 Winstead says his bill is \$250 and builders need to educate people on the use of sprinklers.
 Dale Bainum of 3541 Heritage says the meter numbers need to be lined up with the correct bill. In the past, his bill was tied to his neighbor's usage.
 A gentleman asked that citizens be notified when the pressure is increased so that they may adjust their usage.
 David Lettium of the Dallas Builders Association referenced the new subdivision ordinance, noting that some paving, and subgrading design standards can drive up costs.
 Scott Griggs introduced himself as a candidate for Collin County Tax Assessor/Collector.

- B. Discussion regarding zoning ordinance amendment. (Wilson)
- C. Discussion regarding Parks Master Plan update. (Norris Design)
- D. Discussion regarding any and/or all agenda items.

No other items were discussed at this time.

- E. Staff Reports

V. OPEN FORUM:

Open Forum comments were taken after Worksession "A".

VI. EXECUTIVE SESSION:

The Celina City Council convened into Executive Session with City Attorney Lance Vanzant and City Manager Jason Laumer at 6:36 p.m. Councilwoman Koehne recused herself from item B. Mayor Terry recused himself from item D.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation.

- A. Discussion regarding an Economic Development loan to North Preston Lakes HOA for internet infrastructure.
- B. Discussion regarding potential brewery downtown.

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

- C. Discussion regarding a third amendment to the agreement by and between the City of Celina and Old Celina, Ltd for Old Celina TIRZ #5.

- D. Discussion regarding potential development agreement for 100 acres north of FM 455 and west of FM 2478.
- E. Discussion regarding potential development agreements for property located west of Preston Road and north of Frontier Parkway.
- F. Discussion regarding The Cottages development agreement amendment.
- G. Discussion regarding a resolution authorizing use of eminent domain to condemn public water and wastewater line easements and temporary construction easements in real properties as portions of tracts of land generally described as being located in the John Cahill Survey, Lindsey Lewis Survey, Jonathan Westover Survey, Preston Hills Addition, and the Collin County School Land #14 Survey generally located on the east side of Preston Road (SH 289) beginning approximately 450 feet north of Ownsby

(2019-48R)

Parkway and extending south to Frontier Parkway (FM 1461) and then east along the north side of Frontier Parkway (FM 1461) to approximately Preston Hills Circle (Brawner)

- H. Discussion regarding Interlocal Agreements with Celina Independent School District.

Reconvene Into Open Session

The City Council reconvened into Open Session at 7:48 p.m.

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

Councilman Hopkins moved to approve item C. Councilwoman Roberts seconded. Motion carried. 6-yes;0-no.

Councilman Steiner moved to approve item G (2019-48R). Councilwoman Roberts seconded. Motion carried. 6-yes;0-no.

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Aug 13, 2019 5:00 PM
2. City Council - Public Hearing - Aug 20, 2019 5:00 PM
3. City Council - Public Hearing and Special Meeting - Aug 27, 2019 5:00 PM

- B. Consider and act upon approval of appointments, re-appointments and removals from city boards and commissions, Economic Development Corporation and Community Development Corporation. (City Secretary)

Minutes Acceptance: Minutes of Sep 10, 2019 5:00 PM (Minutes Approval)

- 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/Facility Construction. (Toutounchian)
- D. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 1, to add and adopt the Tree Care Ordinance. (Tree Care Ordinance) (McAfee)
(2019-30)
- E. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule to update the Master Fee Chart. (Master Fee Chart Revision) (McAfee)
(2019-31)
- F. Consider and act upon a request for a Development Agreement for Wellspring Estates; generally located north of Frontier Parkway and west of future Custer Road. (Wellspring Estates Development Agreement) (McAfee)
- G. Consider and act upon a request for a Development Agreement for the Monschke Tract; generally located 2,000 feet south of FM 428 and east of future Legacy Drive. (The Monschke Tract Development Agreement) (McAfee)
- H. Consider and act to authorize the Mayor to execute an agreement by and between the City of Celina and the Celina Economic Development Corporation for sharing administrative services and office space. (DeBuff)
- I. Consider and act upon a resolution of the City Council of the City of Celina to approve an incentive agreement between the City of Celina and Celina Economic Development Corporation for projects within Tax Increment Investment Zone No. Eleven (Downtown). (EDC TIRZ/sales tax agreement) (DeBuff)
(2019-49R)
- J. Consider and act upon a resolution of the City Council of the City of Celina to approve an incentive agreement between the City of Celina and Celina Community Development Corporation for projects within Tax Increment Investment Zone No. Eleven (Downtown). (CDC TIRZ/sales tax agreement) (DeBuff)
(2019-50R)
- K. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the City's Code of Ordinances; Chapter 1 General Provisions; Article 1.12 Special Events; providing for incorporation of premises; providing for findings; providing for amendment to the code of ordinances. (Special Events Waiver) (DeBuff)
(2019-32)

- L. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2019 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel. (Atmos Rate Settlement) (DeBuff)

(2019-33)

- M. Consider and act upon an ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Sutton Fields II Public Improvement District Neighborhood Improvement Areas #2-3 Project); approving and authorizing related agreements, and providing for an effective date. (Sutton Fields II Bond Ordinance) (DeBuff)

(2019-34)

- N. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Toasted Walnut Table & Market for economic incentive funding under Chapter 380 of the Texas Local Government Code. (DeBuff)

- O. Consider and act upon an Interlocal Cooperation Agreement by and between the City of Celina, Texas, and the Celina Community Development Corporation for the development of Old Celina Park Phase II. (Brawner)

- P. Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the Fiscal Year 2019-2020 budget for the Celina Economic Development Corporation. (Jackson)

(2019-51R)

- Q. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the Fiscal Year 2019-2020 budget for the Celina Community Development Corporation. (Toutouchian)

(2019-52R)

- R. Consider and act upon Interlocal Jail Services agreement with Collin County. (Griggs)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2019-2020 budget. (Toutouchian)

Mayor Terry opened the hearing at 7:52 p.m. No public comment was received. The hearing was closed at 7:58 p.m.

- B. The Celina City Council will conduct a public hearing and act upon an ordinance amending the Subdivision Regulation Ordinance to cause said ordinance to be in compliance with House Bill 3167, which bill took effect on September 1, 2019. (McAfee)

Minutes Acceptance: Minutes of Sep 10, 2019 5:00 PM (Minutes Approval)

(2019-35) Mayor Terry opened the hearing at 7:58 p.m. No public comment was received.

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

- C. The Celina City Council will conduct a public hearing and act upon an ordinance amending the Zoning Ordinance and Building Codes to cause said ordinance to be in compliance with House Bill 2439 and House Bill 2497, which bills took effect on September 1, 2019. (McAfee)

(2019-36) Mayor Terry opened the hearing at 8:00 p.m. No public comment was received. The hearing was closed at 8:00 p.m.

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

- D. The Celina City Council will conduct a Public Hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulations, Article 10.03, Subdivision Ordinance. (Subdivision Ordinance Amendments) (McAfee)

(2019-37) Mayor Terry opened the hearing at 8:00 p.m. No public comment was received. The hearing was closed at 8:03 p.m.

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

- E. The Celina City Council will conduct a public hearing and act upon an ordinance 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 rezoning an approximately 40 acre tract of land from Retail District (C-1), to Planned Development (PD) with Mixed-Use Regional District (MU-2) base zoning; generally located 2,000 feet south of FM 428 and east of future Legacy Drive. (Monschke Tract PD Zoning) (McAfee)

(2019-38) Mayor Terry opened the hearing at 8:03 p.m. No public comment was received. The hearing was closed at 8:08 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Justin Steiner, Place 1
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

IX. ACTION ITEM:

- A. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2019-2020 beginning October 1, 2019, and ending September 30, 2020, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. (Roll Call) (Toutounchian)

(2019-39) Mayor Terry called roll for the vote.

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

- B. 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, 2019, and ending September 30, 2020, 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 19.75% and will raise taxes for maintenance and operations on a \$100,000.00 home by \$68.26. (Roll Call Vote) (Toutounchian)

(2019-40) Mayor Terry called roll for the vote.

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

- C. Consider and act upon a contract by and between the City of Celina and TRC for Professional Services related to the Design of Punk Carter Parkway between Evergreen Trail and Coit Road (CR 86) in an amount not to exceed \$87,500. (Brawner)

RESULT: APPROVED [UNANIMOUS]
MOVER: Chad Anderson, Place 6
SECONDER: Justin Steiner, Place 1
AYES: Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

- D. Consider and act upon a contract by and between the City of Celina and Halff & Associates for Professional Services related to the Design of Choate Parkway between the Collin County Outer Loop and Kinship Parkway in an amount not to exceed \$315,000. (Brawner)

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 8:15 p.m.

Minutes Acceptance: Minutes of Sep 10, 2019 5:00 PM (Minutes Approval)

Sean Terry, Mayor

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Sep 10, 2019 5:00 PM (Minutes Approval)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Jay Toutouchian, Finance Director
 CC: Jason Laumer, City Manager
 Date: October 8, 2019
 Re: Amend 2019-2020 Budget

Action Requested:

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

Background Information:

Water Department - Sensus metering SaaS upgrade will provide analytics necessary to minimize routine customer calls; reduce water waste; enhance customer satisfaction; offers an effective tool during conservation initiatives; enable customers easier access to more information; empowers them to better manage and adjust water usage within their means; personalizes their information; and notifies customers about important account information such as leaks.

Fire Department - Promotion of firefighter to Captain.

Police Department - The application submission for the Celina Violence Against Women/Sexual Assault Investigator grant was approved by City of Celina Resolution No. 2019-16R and awarded on September 16, 2019. The grant position is being filled by an existing police department employee and the budget amendment will fund the replacement police officer.

Board Review/Citizen Input:

Alternatives:

Remain with the existing SaaS platform (water)

Financial Considerations:

Sensus upgrade year one - \$131,606
 Sensus reoccurring costs - approximately \$57,000

Cityworks year one and implementation - \$51,000
 Reoccurring costs - \$15,000

Legal Review:**Supporting Documents:**

Ordinance amending the budget
Budget Change Forms 2020-1, 2, 3
Sensus Upgrade Quote
Cityworks Quote

Staff Recommendation:

Adopt

BUDGET CHANGE

Budget Change # _____

Account #	Account Name	Description	Budget	Change	Adjusted Budget
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From

Revenue Over/(Under) Exp	Budget Balance	:	888,424.00	(182,660.00)	705,764.00
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To

202-117-000-6311	Computer Software	Sensus Analytics & Software	-	92,310.00	92,310.00
202-117-000-6311	Computer Software	Customer Portal	92,310.00	39,350.00	131,660.00
202-117-000-6311	Computer Software	City Works	131,660.00	51,000.00	182,660.00

Balance

Description

Justification:

Sensus meter upgrade to provide for analytics and customer portal increasing transparency and customer services, 131,660. City Works will provide work order integration and GIS application, 51,000.

Recurring Costs:

City Works years 2-3 will be approximately \$15,000 annually

Sensus analytics and customer support in years 2-5 will be approximately \$60,000 annually.

Created By

9/24/2019

Date

Reviewed By

9/24/2019

Date

Council Approval Required

Yes

No

Approved by Council

Entered By

Date

Date



Kristy Segarra - Manager, Bids & Proposals
 16914 Alamo Parkway, Building 2 • Selma, TX 78154
 Phone: (210) 967-6300 • Fax: (210) 967-6305
 Email: kristy.segarra@aquametric.com
 www.aqua-metric.com



March 20, 2019

Quote for City of Celina, Texas
 Attention Nathan Morales
 Email nmorales@celina-tx.gov

Quantity	Description	Unit Price	Extended
Year One System and Setup Costs			
1	RNI Setup Fee	\$7,956.25	\$7,956.25
1	RNI Core Education	\$5,500.00	\$5,500.00
1	Sensus Analytics Setup Fee	\$5,000.00	\$5,000.00
1	Sensus Analytics Basic Integration to CIS ⁸	\$6,750.00	\$6,750.00
1	Sensus Professional Services Fee to Transfer More Than 60-Days Worth on Data from Onsite Logic	\$7,500.00	\$7,500.00
1	Sensus Analytics Training	\$2,500.00	\$2,500.00
1	Project Management	\$12,500.00	\$12,500.00
1	Annual RNI Software-as-a-Service (SaaS) Fee ^{5,6}	\$13,802.50	\$13,802.50
1	Annual Sensus Analytics Enhanced SaaS Fee ^{5,6}	\$10,801.25	\$10,801.25
2	Annual VAR + Basestation Support ⁵	\$10,000.00	\$20,000.00
		Total:	\$92,310.00
Year Two Recurring Cost^{5,6}			
1	Annual RNI SaaS Fee - Year Two	\$14,216.25	\$14,216.25
1	Annual Sensus Analytics Enhanced SaaS Fee - Year Two	\$11,125.00	\$11,125.00
2	Annual VAR + Basestation Support	\$10,300.00	\$20,600.00
		Total:	\$45,941.25
Year Three Recurring Costs^{5,6}			
1	Annual RNI SaaS Fee - Year Three	\$14,642.50	\$14,642.50
1	Annual Sensus Analytics Enhanced SaaS Fee - Year Three	\$11,458.75	\$11,458.75
2	Annual VAR + Basestation Support	\$10,609.00	\$21,218.00
		Total:	\$47,319.25
Year Four Recurring Costs^{5,6}			
1	Annual RNI SaaS Fee - Year Four	\$15,081.25	\$15,081.25
1	Annual Sensus Analytics Enhanced SaaS Fee - Year Four	\$11,802.50	\$11,802.50
2	Annual VAR + Basestation Support	\$10,927.27	\$21,854.54
		Total:	\$48,738.29
Year Five Recurring Costs^{5,6}			
1	Annual RNI SaaS Fee - Year Five	\$15,533.75	\$15,533.75
1	Annual Sensus Analytics Enhanced SaaS Fee - Year Five	\$12,157.50	\$12,157.50
2	Annual VAR + Basestation Support	\$11,255.09	\$22,510.18
		Total:	\$50,201.43

This quotation on the product and services named, may be subject to the conditions noted below:

1. Net 30 Days to Pay
2. Freight Allow on orders over \$7,500.00
3. Quote is valid until June 30, 2019
4. Return product may be subject to 25% restocking fee
5. 3% Increase on all Annual Services; Minimum 5 Year Term
6. Pricing based on 6,700 Services
7. Pricing does not include bonding
8. City's billing system may require system integration fees on their end. Aqua Metric is unable to determine those costs at this time
9. Any additional items beyond quote above subject to negotiations.

Attachment: Sensus Upgrade (Amend Budget)



Kristy Segarra - Manager, Bids & Proposals
 16914 Alamo Parkway, Building 2 • Selma, TX 78154
 Phone: (210) 967-6300 • Fax: (210) 967-6305
 Email: kristy.segarra@aqua-metric.com
 www.aqua-metric.com



March 20, 2019

Quote for City of Celina, Texas
 Attention Nathan Morales
 Email nmorales@celina-tx.gov

Quantity	Description	Unit Price	Extended
	Customer Portal Add-On		
1	Consumer Portal System Setup	\$6,250.00	\$6,250.00
1	Consumer Portal CIS Integration Fee	\$12,500.00	\$12,500.00
1	Consumer Portal Training	\$2,250.00	\$2,250.00
1	Customer Portal Project Management	\$7,500.00	\$7,500.00
1	Annual Consumer Portal Core (Minimum 1500 Users) ⁵	\$6,250.00	\$6,250.00
TBD	Annual Consumer Portal (Each Additional User > 1500) ^{5,6}	\$2.40	To Be Determined
1	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional) ^{5,7}	\$225.00	\$225.00
1	Annual Customer Portal Support ⁵	\$4,375.00	\$4,375.00
	Total:		\$39,350.00
	Year Two Recurring Cost⁵		
1	Annual Consumer Portal Core (Minimum 1500 Users)	\$6,437.50	\$6,437.50
TBD	Annual Consumer Portal (Each Additional User > 1500) ⁶	\$2.47	To Be Determined
1	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional) ⁷	\$231.25	\$231.25
1	Annual Customer Portal Support	\$4,506.25	\$4,506.25
	Total:		\$11,175.00
	Year Three Recurring Costs⁵		
1	Annual Consumer Portal Core (Minimum 1500 Users)	\$6,630.63	\$6,630.63
TBD	Annual Consumer Portal (Each Additional User > 1500) ⁶	\$2.54	To Be Determined
1	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional) ⁷	\$238.75	\$238.75
1	Annual Customer Portal Support	\$4,641.44	\$4,641.44
	Total:		\$11,510.82
	Year Four Recurring Costs⁵		
1	Annual Consumer Portal Core (Minimum 1500 Users)	\$6,829.55	\$6,829.55
TBD	Annual Consumer Portal (Each Additional User > 1500) ⁶	\$2.62	To Be Determined
1	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional) ⁷	\$246.25	\$246.25
1	Annual Customer Portal Support	\$4,780.68	\$4,780.68
	Total:		\$11,856.48
	Year Five Recurring Costs⁵		
1	Annual Consumer Portal Core (Minimum 1500 Users)	\$7,034.43	\$7,034.43
TBD	Annual Consumer Portal (Each Additional User > 1500) ⁶	\$2.70	To Be Determined
1	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional) ⁷	\$253.75	\$253.75
1	Annual Customer Portal Support	\$4,924.10	\$4,924.10
	Total:		\$12,212.28

This quotation on the product and services named, may be subject to the conditions noted below:

1. Net 30 Days to Pay
2. Freight Allow on orders over \$7,500.00
3. Quote is valid until June 30, 2019
4. Return product may be subject to 25% restocking fee
5. 3% Increase on all Annual Services; Minimum 5 Year Term
6. Annual Overage fees for Consumer Portal will not be charged in the first year, but calculated at year end at the above rate, with a 3% annual increase
7. Text message block pricing based on 1,500 users. Each user fee estimated at \$0.15 per service. City to be invoiced for actual services used at end of year.
8. Pricing does not include bonding
9. City's billing system may require system integration fees on their end. Aqua Metric is unable to determine those costs at this time
10. Any additional items beyond quote above subject to negotiations.

Attachment: Sensus Upgrade (Amend Budget)



Quote Number Q-06698-1
 Created Date 2/14/2019
 Expiration Date 5/16/2019

Contact Information

Contact Name:		Prepared By Name:	Emily Davies
Organization:	Celina (TX), City of	Prepared By Phone:	(801) 617-8356
Contact Address:	142 North Ohio st. Celina, TX 75009	Prepared By Email:	edavies@cityworks.com

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
ELA - Server PLL STANDARD	1	\$15,000
TOTAL:		\$15,000.00

Notes

Year 1 Dollar Value	\$15,000.00	Year 1 Date Range	Year 1
Year 2 Dollar Value	\$15,000.00	Year 2 Date Range	Year 2
Year 3 Dollar Value	\$15,000.00	Year 3 Date Range	Year 3

Quote Notes:

Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)

Public Access for PLL

Cityworks Analytics for PLL

Workload

Web Hooks

Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 1 - 10,000 population range

Terms and Conditions

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Payment Terms

Net thirty (30) days.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

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Azteca Systems LLC 11075 | South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

Attachment: Cityworks (Amend Budget)



February 14, 2019

City of Celina
142 North Ohio Street
Celina, TX 75009

RE: Cityworks Jumpstart

Dear Mr. Morales,

Thank you for contacting GISinc for your Cityworks implementation needs. In the following pages, we provide an overview of GISinc's Cityworks Jumpstart. The Jumpstart is intended for organizations that want to get up-and-running with Cityworks using the powerful capabilities and configurations already available in the software.

We look forward to working on this exciting project. Please contact me at the number below if I can provide further assistance.

Sincerely,

/s/

Heather Croom
Business Development Manager
Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105 | Birmingham, AL 35244
p: (205) 725-5936 | c: (530) 604-7711 | e: heather.croom@gisinc.com

Attachment: Cityworks (Amend Budget)

*Inspired by
Location*

1. Company Overview

GISinc is an award-winning GIS firm, specializing in comprehensive geospatial solutions. Established in 1991, our core purpose involves creating insight through location technology. With 27 years of experience providing innovative services, helping clients receive the most value from their technology investment is what we do best. Our team of professionals uses Geographic Information Systems to solve staffing, technology, and business needs in markets ranging from Federal, State, and Local Governments to some of the largest commercial companies in the world.

Trusted Cityworks Provider

GISinc is proud of our history serving clients as a Cityworks Platinum Partner and Esri Platinum Partner. We are a trusted consultant and have a proven track record delivering upon our commitments. Our ArcGIS-centered solutions and implementations support many facets of government including asset management, public works, utilities, colleges/universities, land management, public safety, and elections departments.



We bring expertise that has served over 400 government agencies in all 50 states. GISinc has completed literally hundreds of relevant GIS projects over the last 25 years, and in just the last 3 years, we have successfully delivered over 650 GIS projects valued at \$60 million dollars.

Nationwide Staff

Headquartered in Alabama, GISinc has an additional office located in the DC area, with onsite and remote locations in over 35 states across the country.

With a staff of over **155 GIS experts**, the GISinc team consists of highly experienced, educated, and certified professionals known for thought leadership and mission critical thinking in the fields of GIS, geography, planning, computer programming and information technology.

Cityworks Expertise

GISinc is a Cityworks Platinum Partner with the technical strength to confidently tackle any requirement. Over the last five years, we have worked with Cityworks Server (even before the first commercial release), offering the leadership and expert team necessary to support your organization with Asset and Work Order Management services.



One of GISinc's first Cityworks projects involved facilitating an implementation for Oakland County, Michigan, for what has become perhaps the most extensive and complex deployments in the country. In total, Oakland County has taken advantage of virtually every aspect of the Cityworks suite, with multiple integration points and more than 1,000 actively configured users for the expansive supporting architecture. This project provided us with a depth of understanding of the

underlying technology that drove our interest in establishing our partnership, to improve our ability to help communities with similar needs.

As a Cityworks Implementation Partner, GISinc has the expertise required to facilitate a timely and accurate Cityworks implementation for your organization. Our Cityworks services include:

- Esri Platform Installation/Configuration
- Cityworks Installation/Configuration
- Cloud Management Services
- Integration Services between Cityworks and other Enterprise Systems
- Data Management & Workflow Analysis
- Capacity Analysis & Architecture Design
- System Review and Optimization Recommendations
- Facilitate Extending Existing Cityworks Implementations throughout your Organization
- Identify Flexible Deployment Options for Office Staff and Field Crews
- Help Organizations Manage Public Engagement (citizen request management) via Cityworks

Esri Platinum Partner

GISinc is one of only 9 Esri Platinum Partners based in the United States, and one of only a small handful of firms specializing in GIS services. GISinc has been helping clients maximize their investments in location technology and develop ArcGIS-centered enterprise functionality for 27 years. We are uniquely aligned with the Esri vision and initiatives, and are experts with ArcGIS and Esri-based solutions.



Esri Specialty Status/Advanced Technical Skills

GISinc has achieved Esri specialty status in both ArcGIS for Local Government and ArcGIS Online. We're proud to be among an elite tier of partners that have achieved both specialty designations, and will bring that additional expertise and perspective to this project. In addition, our staff members have every certification in the Esri Technical Certification Program. We have developed an unmatched proficiency and extensive domain knowledge supporting agencies, ensuring best practices, customizing and deploying applications, and integrating GIS with other business systems.

Reputation for Customer Service/ Satisfaction

GISinc and our clients have been honored by Esri numerous times for our innovative work in the ArcGIS environment, including the 2018 Esri Innovating Solutions with New Capabilities Partner Award, Esri Federal Small Business Specialty Innovation Partner Award (2017), Esri Partner Award (2015), Innovation Application Award (2014), and Making a Difference Award (2013), and Special Achievements in GIS (SAG) Awards (30 client recipients over the last 5 years).

Our cumulative contribution to the evolution of GIS over the last decade led to receiving the annual Esri Foundation Partner Award twice and the professional equivalent of a lifetime achievement award. During the last two years, results from our post-project surveys show that 97% of our clients were satisfied with the value they received from us and would select GISinc again for future projects. In the information technology field, this level of success is rare.

2. Scope of Work

Jumpstart

The GISinc Cityworks Jumpstart is designed to be an economical and efficient way to help our clients get the foundation of a Cityworks implementation into place in order to help demonstrate functionality, clarify vision, or begin support initial business processes. At the end of the project, Cityworks Server will be deployed to the target environment, configured per the options of the Jumpstart, and users will have access to core software functionality for production utilization.

This approach brings immense value by eliminating organizational or technical complications, thereby allowing the process to move quickly and allowing clients to start using and getting value out of the software sooner rather than later. At the same time, the approach is truly intended to be a Jumpstart and not a complete or final implementation. Consider this engagement a process to establish an initial operating capacity with Cityworks. Subsequent effort or engagements will help to advance the sophistication of the configuration, breadth of adoption, and skills of staff to independently use, train, and administer the software.

Included within the Cityworks Jumpstart is the following:

Planning & Analysis
Project Coordination – Activities under the Planning & Analysis stage will occur throughout the lifecycle of the project. - Kickoff Meetings - Ongoing Coordination & Facilitation - Status Meetings & Reports
Design
Environmental Review & Orientation – This step will consist of one or more brief meetings to finalize the environment that will support the Cityworks implementation and to allow GISinc a cursory understanding of the underlying GIS data and capacity, which will accommodate corresponding guidance and advice. - Discussion of Host Architecture & Deployment Pattern - GIS Data Discussions & Guidance
Work Activity Configuration Requirements Gathering – GISinc will facilitate with the provision and orientation to appropriately structured spreadsheets that will support compiling the requisite organizational information, including such items as Service Requests, Work Orders, Inspections, employee information, etc. - Cityworks Local Government Templates (LGT), 5 Security Groups OR 30 Service Requests, 30 Work Orders, 5 Inspections, 5 Security Groups
Development
Cityworks Software Installation & Configuration – The software will be configured according to the configuration requirements. - Cityworks Software Installation/Configuration - Cityworks Online OR - Cityworks On-Premise - Work Activity Configuration - Employee & Permissions Configuration - Initial Site Setup

Guidance on Map & Geocode Service Structure & Content – Based on the high-level orientation to the Community’s GIS, GISinc will provide advice on constructing requisite map, geocode, and geodata services.

Testing & Acceptance

Preliminary Training – GISinc will provide up to 16-hours (to be completed within one business week) of remote training targeting users who will participate in the testing process. This training is aimed at orientation to support testing and acceptance and not final user training.

Client Testing – Testing and validation of the system will occur within 10-business days from the completion of the Preliminary Training event.

Feedback Tracking & Revisions – GISinc will track any feedback regarding the configuration and make revisions as appropriate in advance of the final training event.

Implementation

Final Training – The final training event will occur over three (3) consecutive days onsite and will target core functionality with a mutually identified curriculum plan. The training will take a hands-on approach, facilitated by the embedded Help documentation to support initial adoption, though additional training (available upon request and under supplemental contract) may be desired or required to accommodate more advanced adoption and continued/evolving implementation.

Release Coordination – GISinc will help coordinate the final release of the system upon completion of the Final Training event.

Post Implementation Support – GISinc will provide 8-hours of post implementation support to occur within 10-business days from the completion of the Final Training event. This time is intended to address potential issues or anomalies that were not previously detected or to answer questions regarding the system.

System Acceptance & Project Closure – Following the Post Implementation Support, the system will be considered accepted and the initial Jumpstart phase of the Cityworks implementation concluded, which will trigger the project closure process.

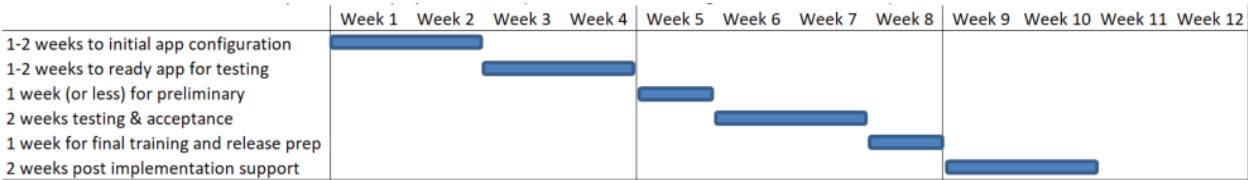
An important consideration for a Cityworks Jumpstart is that that this approach will offer a quick win through a functional instance of Cityworks deployed within the production environment. Combined with initial knowledge transfer and user training, the software is capable of supporting business processes from the moment implementation is complete.

Given the nature of the Jumpstart and allowed time to use the system, however, many organizations come to identify additional configurations and functionality of the software that also have relevance to work daily workflows. Generally, this may be present as additional services requests, work orders, inspections, or reports, but may also hint at more sophisticated adoption patterns, including advanced workflows or integrations. Such observations commonly represent more informed and detailed requirements of the system as a result of initial exposure or utilization and are best accommodated through subsequent implementation phase to the Cityworks Jumpstart, which is exactly why the Jumpstart was created.

The Jumpstart is a powerful engagement to establish an initial operating capacity for Cityworks and is intended to be the beginning of an enterprise implementation, not the end. Additional configuration and training are highly recommended to ensure successful organizational adoption.

Schedule

The schedule below represents a potential and approximated timeframe over which a standard Cityworks Jumpstart can be implemented. The actual schedule will be determined by mutual agreement and considerate of any known dependencies or constraints.



Assumptions

This project is inclusive of the assumptions below.

- All requisite Esri software will be licensed and ready to support Cityworks, whether that means a configured ArcGIS Online Organizational Account (or Portal) or ArcGIS Enterprise (Server) deployed on-premise.
- Cityworks licensing is quoted directly by Azteca Systems and will represent an additional cost to the proposed implementation services. The quoted licensing fees may be included in the pricing section for convenience and reference.
- GISinc will not be responsible for environmental setup, configuration, or administration external to the immediate Cityworks software stack.
- GISinc is not responsible for compiling, creating or manipulating the GIS data that represents the assets to be maintained.
- The Jumpstart will target a single tier environment (Production or Testing/Staging).
- GISinc will not be responsible for creating map documents or any associated cartographic design to support Cityworks, but will offer advice on content and structure.
- All work will be performed remotely, except that which is explicitly referenced otherwise.
- GISinc will be provided with VPN access or similar solution with comparable security and performance to complete remote work.
- The Jumpstart will not include any custom reporting, but GISinc can facilitate upon request under a separate/supplemental contract.
- The Jumpstart will not include any user interface customizations.
- The software versions for Cityworks and Esri will remain static/frozen throughout the duration of the implementation project.
- The schema for the underlying GIS data against which Cityworks will be configured will not be changed following the initiation of system configuration without agreement from GISinc.

3. Pricing

GISinc is proposing a Budgetary Price of \$25,000 for the Cityworks Jumpstart. Additionally, GISinc has provided an additional estimate for a support block to support additional tasks not included in the Cityworks Jumpstart.

Pricing Matrix	
Cityworks Jumpstart	\$25,000
Optional – Support Block (175 hours total) ✓ Reporting (4 hours) ✓ Work Activities (12 hours) ✓ Training (10 hours) ✓ Ad-Hoc Support (40 hours)	\$11,000
Cityworks Software (to be purchased from Cityworks)	
ESTIMATED TOTAL	\$36,000

You may indicate your acceptance of the above proposal with a signature from authorized personnel at .

Services Selected

- ☐
Cityworks Jumpstart (\$25,000)
- ☐
Optional Support Block (\$_____)

City of Celina, Texas

Signature: _____

Name: _____

Title: _____

Date: _____

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Geographic Information Services, Inc. (GISinc).

Attachment: Cityworks (Amend Budget)

BUDGET CHANGE

Budget Change #

2020-23

Account # Account Name

Description

Budget

Change

Adjusted Budget

From

Revenue Over/(Under) Exp

Budget Balance

33,833.23

(10,532.12)

23,301.11

To

102-110-000-6100	Salaries	Promotion to Captain	2,734,642.00	17,291.79	2,751,933.79
102-110-000-6106	FSLA Overtime	Promotion to Captain	293,366.00	(8,431.59)	284,934.41
102-110-000-6150	P/R Tax Expense	Promotion to Captain	235,017.00	677.81	235,694.81
102-110-000-6156	Retirement - TMRS	Promotion to Captain	200,609.00	578.57	201,187.57
102-110-000-6157	Workman's Compensation	Promotion to Captain	129,247.00	415.54	129,662.54

Balance

Description

Justification:

Promotion of Fire Fighter/Paramedic to Captain and move from shift to admin staffing hours.

Recurring Costs:

Additional personnel cost will be recurring moving forward.

Created By

Date

9/24/19

Reviewed By

Date

9/24/2019

Council Approval Required

Yes

No

Approved by Council

Entered By

Date

Date

Kim Wilson

From: Mark Metdker
Sent: Thursday, September 19, 2019 1:37 PM
To: Kim Wilson
Cc: Eric Everson; Shain Hunn; Jay Toutouchian
Subject: RE: Additional Captain

Yes ma'am that is correct

Thanks

**Mark Metdker****Fire Chief**

City of Celina

1413 S. Preston Rd. Celina, TX 75009

972-382-2653 -office

972-382-8577-fax

mmetdker@celina-tx.gov*Your Safety is our Profession**Community Excellence Integrity Service*

From: Kim Wilson <kwilson@celina-tx.gov>
Sent: Thursday, September 19, 2019 11:53 AM
To: Mark Metdker <mmetdker@celina-tx.gov>
Cc: Eric Everson <EEverson@celina-tx.gov>; Shain Hunn <shunn@celina-tx.gov>; Jay Toutouchian <jtoutouchian@celina-tx.gov>
Subject: Additional Captain

Mark,

I understand that Jason has given you the go to promote Nevil (but keep her in the count for fireman for the grant). I need to submit a budget change to council for this additional appropriation. Will Nevil be a step 1 Captain?

Thanks,
 Kim

Make it a great day,

Kim Wilson
 Finance Department
 City of Celina
 972-382-2682 ext 1014

Attachment: Fire Department Budget Change (Amend Budget)

BUDGET CHANGE

Budget Change #

2020-2

Account #	Account Name	Description	Budget	Change	Adjusted Budget
From					
102-400-000-4506	Police Special Grant	Family & Child Violence Grant	-	(70,483.20)	(70,483.20)
	Revenue Over/(Under) Exp	Family & Child Violence Grant	47,488.00	70,483.20	117,971.20
	Revenue Over/(Under) Exp	Family & Child Violence Grant	117,971.20	(84,138.00)	33,833.20

To

102-112-000-6100	Salaries	Family & Child Violence Grant Add Officer	1,983,902.00	60,000.00	2,043,902.00
102-112-000-6150	P/R Tax Expense	Family & Child Violence Grant Add Officer	157,388.00	4,590.00	161,978.00
102-112-000-6151	SUTA	Family & Child Violence Grant Add Officer	7,560.00	270.00	7,830.00
102-112-000-6154	Group Health Insurance	Family & Child Violence Grant Add Officer	336,000.00	12,000.00	348,000.00
102-112-000-6156	Retirement-TMRS	Family & Child Violence Grant Add Officer	134,346.00	3,918.00	138,264.00
102-112-000-6157	Workman's Compensation	Family & Child Violence Grant Add Officer	78,371.00	2,610.00	80,981.00
102-112-000-6164	Uniforms	Family & Child Violence Grant Add Officer	45,605.00	750.00	46,355.00

Balance

Description

Justification:

Celina Police Department was awarded a grant to fund an investigator for violence against families and children as of 9/1/2019. This grant will provide for 80% of the assigned investigator salary, \$70,438. The City's match as outlined in the grant is \$28,789 or 30% of the investigator salary. An existing patrol officer will be assigned to this position as of 9/1/2019. The FY2020 budget is being amended to add an additional police officer to patrol, ensuring patrol is staffed at current levels.

Recurring Costs:

The Police Department will reapply for this grant in the fiscal years FY2021 and FY2022. As of FY2023 the City will absorb the full cost of the investigator.

Created By

Date

Council Approval Required

Yes

No

Reviewed By

Date

Approved by Council

Entered By

Date

Date

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2019-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2019-39, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2019-2020, heretofore previously adopted by Ordinance 2019-39; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

**SECTION 1
INCORPORATION OF PREMISES**

The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

**SECTION 2
AMENDMENT AND ADOPTION**

The City’s budget for the fiscal year ending September 30, 2020, heretofore previously adopted by Ordinance 2019-39 duly enacted by the City Council of the City of

Celina on the 10th day of September, 2019, be and is hereby amended as set out in Exhibit “A” attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3 **REALLOCATIONS**

That the amounts specified in Exhibit “A” be hereby appropriated and reallocated as specified for those purposes designated in Exhibit “A”.

SECTION 4 **FILING OF BUDGET AND ORDINANCE REQUIRED**

The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5 **CUMULATIVE**

This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6 **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority’s decision or enactment.

SECTION 7 **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 descriptive Caption and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8
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 9
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 8th day of October, 2019.

Sean Terry, Mayor
City of Celina, Texas

Vicki Tarrant
City Secretary

City Attorney

Attachment: 2019- Amend Budget 2020 (Amend Budget)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutouchian, Finance Director
Date: October 8, 2019
Re: Check Signing Resolution

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, authorizing City staff, Council members, and adding the new Accounting Manager to sign checks and drafts on city accounts. (Toutouchian)

Background Information:

Recent changes in management have necessitated additions and deletions to the check signing policy on city accounts.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

RESOLUTION NO. 2019- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING THE MAYOR, COUNCIL MEMBERS, CITY MANAGER, CITY SECRETARY AND CITY TREASURER TO SIGN CHECKS AND DRAFTS ON ALL CITY ACCOUNTS.

WHEREAS, there is a continuing need for the processing of the City's financial business;

WHEREAS, city disbursements/checks/drafts (payroll/accounts payable) are required to have two signatures, and

WHEREAS, it is not necessary for City Council approval to remit disbursements/checks/drafts that have been approved under the FY budget (payroll/accounts payable);

WHEREAS, named City Council members and staff will sign on the operating account only;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS THAT THE NAMED MAYOR, CITY COUNCIL MEMBERS, INTERIM CITY MANAGER, CITY SECRETARY AND CITY TREASURER BE AUTHORIZED TO SIGN CHECKS AND DRAFTS AND THAT ALL OTHER PREVIOUSLY NAMED OFFICIALS BE REMOVED FROM THE AUTHORIZED LIST.

The following officials are authorized to sign checks and drafts on the operating account ending in 0258:

Mayor, Sean Terry

Councilman, Chad Anderson

Jason Laumer, City Manager

The following officials are authorized to sign checks and drafts on all city financial business:

Attachment: 2019- R checksignresolution (Check signing)

City Treasurer, Jay Toutounchian

City Secretary, Vicki Tarrant

Accounting Manager, Angela Short

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on the 8th day of October, 2016.

Sean Terry, Mayor

Vicki Tarrant, City Secretary

Attachment: 2019- R checksignresolution (Check signing)



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
Date: October 8, 2019
Re: Authorization for the City to enter into an Interlocal Agreement with Collin County for Dispatch services.

Action Requested:

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

Background Information:

Annual agreement for dispatch services with Collin County.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Dispatch service charge for FY2020 in the amount of \$123,687.22 paid by the City in three quarterly installments of \$30,921.80 and one quarterly installment of \$30,921.82. In addition to the fee schedule, each radio listed on the system will be assessed an annual fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system, currently (\$108 x 48 Radios = \$5,184).

Legal Review:

N/A

Supporting Documents:

Collin County Dispatch Services Interlocal Agreement

Staff Recommendation:

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2019, 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, 2019 and shall continue in full force and effect through September 30, 2020. This agreement may be renewed for an additional one (1) year period at the rates established and agreed upon by both parties.

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 Remote Access Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access 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 FY2020 in the amount of \$123,687.22 shall be paid by the City in three quarterly installments of \$30,921.80 and one quarterly installment of \$30,921.82 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2020, the fee will be \$108 per radio and may be updated annually by PAWM.

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) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

- (C) If to the City, to:

- (D) Collin County, Remote Access 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 Chris Hill
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: Interlocal Dispatch Services Agreement (Dispatch Services Interlocal Agreement)



Fire Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mark Metdker, Public Safety Director
CC: Jason Laumer, City Manager
Date: October 8, 2019
Re: FD Dispatch FY 2020

Action Requested:

Consider an act upon an agreement by and between the City of Celina and Collin County for dispatch services. (Metdker)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Agreement

Staff Recommendation:

Approval

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2019, by and between the Celina Fire Department (the “Fire Department”) 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 Fire Department 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 Fire/EMS services within the Fire Department’s jurisdiction and to dispatch the Fire personnel in response to such calls.

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

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2019, and shall continue in full force and effect through September 30, 2020. This agreement may be renewed for an additional one (1) year period at the rates established and agreed upon by both parties.

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 Fire Department 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 Fire Department and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The Fire Department hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the Fire Department, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the Fire Department 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 Fire Department 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 Fire Department shall have sole ownership of the Fire Department's hosted data and the County shall make no claim to ownership of Fire Department's hosted data.

3.05 Hosted Data Back Up. The County will back up the Fire Department'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 Fire Department 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 Fire Department's data and/or verify data will be provided in accordance with the County's current rates.

3.06 Remote Access Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access 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 FY2020 are in the amount of \$0.

SECTION 6. CIVIL LIABILITY

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

6.02 The Fire Department 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 Fire Department 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) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071
- (C) If to the Fire Department, to:

(D) Collin County, Remote Access 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 Fire Department shall be provided by the Fire Department to the County Judge of Collin County as follows:

The Honorable Chris Hill
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 Fire Department 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: _____

“FIRE DEPARTMENT”

BY: _____

TITLE: _____

DATE: _____

Attachment: Celina FD Dispatch FY2020 (Interlocal Dispatch Agreement)

ATTACHMENT A

Collin County External Law Enforcement and Fire Department Remote Connectivity Policy and Agreement Form

Remote Access Agreement

1.0 Purpose

The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency or a fire department external to Collin County government may access its justice data hosted on Collin County's network.

2.0 Scope

This policy applies to all Law Enforcement and Fire Department personnel external to Collin County government utilizing REMOTE ACCESS to access the Collin County network for justice data (such persons referred to herein as "Authorized Parties").

3.0 Policy

Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party's agency.
3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. REMOTE ACCESS use is to be controlled using public/private key system with a strong pass phrase and a second factor such as a token device or a dynamically generated passcode.
5. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
6. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
7. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
8. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
9. Only approved REMOTE ACCESS clients may be used.
10. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
11. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to

ATTACHMENT A

- the County's network within 24 hours or next business day.
12. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
 13. Accounts will be locked out after a certain number of failed attempts.
 14. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the Sheriff's Office.
 15. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
 16. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the REMOTE ACCESS to Collin County
 17. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
 18. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.
 19. The Authorized Party must notify Collin County IT immediately upon learning of any unauthorized access of county resources through the REMOTE ACCESS connection.

4.0 Granting Access

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Party's use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

5.0 Enforcement

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

6.0 Liability

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

ATTACHMENT A

7.0 Definitions

Term	Definition
REMOTE ACCESS	An extension of Collin County's internal private network.
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Remote Access Users Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Return form to:

Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Catherine Oduro, Engineer
CC: Kim Brawner, Director of Engineering
Date: October 8, 2019
Re:

Action Requested:

Consider and act upon a contract change order by and between the City of Celina and Freese and Nichols, Inc for a time extension of the current on-call engineering services contract. (Brawner)

Background Information:

We have an existing contract with Freese and Nichols for engineering plan reviews. This will extend the contract another 12 months. Costs incurred for by Freese and Nichols for engineering plan reviews are passed onto the developers.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

This is for a time extension only.

Legal Review:

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

Supporting Documents:

1. Change order

Staff Recommendation:

Approve



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Swapna Konda, Engineer
 CC: Kim Brawner, Director of Engineering
 Date: October 8, 2019
 Re: Relocation of 195 LF of 12-inch water line.

Action Requested:

Consider and act to authorize the City Manager to execute an Interlocal Agreement between City of Celina and Collin County Municipal Utility District No.1 (the District) for the relocation of water line along Frontier Pkwy & Worthington Way. (Brawner)

Background Information:

The District has plans and specifications to construct 12-inch (future segment) water line starting from termination point at Worthington Way west along Frontier Pkwy. Existing 12-inch water line along Frontier Pkwy at the intersection of Worthington Way is within the future expansion of Frontier Pkwy. Approximately, 205 LF of 12-inch water line needs to be relocated to avoid it from being in the future pavement. Relocation of this water line during the construction of future segment is more cost effective. District is willing to relocate water line with City paying the construction and engineering costs associated with relocation. Cost for this relocation based on the engineer's opinion of probable cost is \$32,074.

Board Review/Citizen Input:

N/A

Alternatives:

Council could not approve this ILA.

Financial Considerations:

The cost of relocation during the Frontier Pkwy construction would be expensive and time consuming.

Legal Review:

City attorney has to review and approve the proposed ILA.

Supporting Documents:

Interlocal Agreement

Staff Recommendation:

Staff recommends approval of the Interlocal Agreement.

[illegible]

RECITALS:

WHEREAS, under the Amended DA, the District has the obligation to construct certain offsite water facilities to serve the District, including a twelve (12) inch water line running east to west, parallel and adjacent to Frontier Parkway (the “Frontier Water Line”), a road located in Collin County and adjacent to the District; and

WHEREAS, the District has previously constructed a segment of the Frontier Water Line (the “Completed Construction”), a portion of which runs underneath the existing Worthington Drive (the “Worthington Segment”), with the Completed Construction terminating at the approximate location of the west boundary of Worthington Drive, as further detailed in the attached Exhibit “A”; and

WHEREAS, the District designed and constructed the Worthington Segment with the approval of Celina and in consideration of the location for the construction of the future segments of the Frontier Water Line; and

WHEREAS, as shown in Exhibit “A”, the District has prepared the plans and specifications to construct the next segment of the Frontier Water Line (the “Future Segment”), with the Future Segment beginning and connected at the Completed Construction termination point and running west along Frontier Parkway; and

WHEREAS, it has been determined that Celina's planned future expansion of Frontier Parkway will necessitate the relocation of the Worthington Segment to the north of the current location of the Worthington Segment; and

WHEREAS, the Parties have determined that the relocation of the Worthington Segment (the "Relocation") would be more cost-efficient to accomplish during the construction of the Future Segment, rather than wait for the Frontier Parkway expansion; and

WHEREAS, the District is willing to include the Relocation in the Future Segment project and Celina is willing to pay the construction and engineering costs associated with the Relocation; and

WHEREAS, the District and Town desire to enter into this Agreement to define the rights and obligations of each Party; and

WHEREAS, this Agreement is authorized pursuant to the laws of the State of Texas including, without limitation, Chapters 49, 51, and 54, Texas Water Code, as amended, and Chapter 791, Texas Government Code, as amended (the "Act").

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, the Parties agree as follows:

A.

REPRESENTATIONS AND FINDINGS

1. The Parties hereby find that the recitals set forth above are true and correct in all material respects.
2. Celina and the District are local government entities defined by the Act and as such are lawfully permitted to enter into this Agreement.
3. Celina and the District desire to assist in performing certain governmental functions and services as set forth herein.
4. Celina and the District hereby find that the Relocation serves a public purpose and that both the Town and District will receive a benefit as a result of the performing the Relocation under this Agreement.
5. Celina and the District hereby find that the performance of this Agreement is in their common interests.
6. Celina and the District hereby agree that in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each Party will make that performance or those payments from current revenues legally available to that Party.

B.**NO PARTNERSHIP OR JOINT VENTURE FORMED**

The Parties understand and agree that each Party is a separate independent local governmental entity for purposes of this Agreement; that no partnership or joint venture is formed or agreed upon herein; and that at no time will the employees, agents or assignees of a Party be deemed for any purpose to be employees or agents of the other Party.

C.**RELOCATION OF THE WORTHINGTON SEGMENT**

1. The Relocation shall consist of those improvements as more particularly described by the Plans and Specifications, which attached hereto as Exhibit "A". The Plans and Specifications are incorporated herein and made a part hereof for all purposes.

2. Each of the Parties agrees, and this Agreement shall evidence, that it has approved the Plans and Specifications as they relate to the Relocation. Any material amendment of the Plans and Specifications that involves the Relocation shall require the written consent of both Parties.

3. The Parties agree that the Relocation shall be included in the Future Segment project. Contracts for the construction of the Future Segment project, including the Relocation, shall be advertised and awarded solely in the name of the District as "Owner", in accordance with the requirements of Subchapter I, Chapter 49, Texas Water Code, as amended. The District engineer shall be responsible for preparation of the bid documents for the Future Segment, and administering the advertising and contract award process. The District shall be responsible for all costs associated with such process.

4. Construction of the Relocation shall be managed by District's engineer in conjunction with the Town's Public Works Department to insure quality of work and determine if construction of the Relocation is in substantial accordance with and includes all items in the Plans and Specifications as related to the Relocation.

5. Upon completion of construction of the Relocation, the District engineer shall coordinate final inspection with the Town's Public Works Department. Upon final approval of construction of the Relocation by the Town's Public Works Department, District shall proceed with final acceptance of the Relocation. District engineer shall provide final "as-built" drawings of the Relocation to both District and Town.

D.**PAYMENT**

In consideration of the District's inclusion of the Relocation in the Future Segment project, Celina agrees to pay the costs of the construction of the Relocation, including any fees incurred by the District engineer in the design of the Relocation (collectively, the "Costs"). The District shall

submit invoices to Celina on a monthly basis that evidence the Costs incurred and to be paid by the District in connection with the Relocation. Celina agrees to pay to the District any invoiced amount under this Agreement within thirty (30) days following presentation of any invoice.

Celina acknowledges that unforeseen conditions or events may cause the costs of the Relocation to increase. The District shall have the discretion to approve, without approval from Celina and under the law, any change orders that impact the Relocation. However, should the aggregate of change orders related to the Relocation exceed 5% of the original contracted costs of the Relocation, the District shall be required to obtain written approval from Celina's City Manager, or other representative designated by Celina, for each change order that causes the aggregate to exceed 5%.

E.

OWNERSHIP AND ACCESS

Following the completion of the construction of the Relocation, the utility facility that is the subject of the Relocation shall be treated and classified as any other utility facility constructed by the District under the Amended DA would be, and each Party shall have the rights and obligations required of each under the Amended DA for a constructed utility facility.

F.

MISCELLANEOUS

1. Notices.

Any notice to be given hereunder by a Party to any other Party shall be in writing and may be effected by delivery in person or by facsimile, or by sending said notice 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 District: Collin County Municipal Utility District No. 1
Attn: President
c/o Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
Fax: (713) 621-3909

To Celina: City of Celina
Attn: City Manager

Either Party may change its address for notice by giving the other Party written notice of such change in accordance with the provisions of this paragraph.

2. Effect of Force Majeure.

In the event a Party is rendered unable by force majeure to carry out any of its non-monetary obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure, shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Party. The cause, as far as possible, shall be remedied with all reasonable diligence. Notwithstanding any term to the contrary in this section, "force majeure" does not apply to the failure of a Party to timely make any payments required by the Agreement.

3. 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.

4. 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.

5. Representations.

The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto. All matters stated in the preamble of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though set forth in their entirety herein.

6. 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.

7. Entire Agreement.

The Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, including the Plans and Specifications, constitute 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.

8. 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 Celina, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

9. 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 Collin County, Texas.

10. No Waiver Implied.

The failure of any Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

11. Captions.

The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties hereto or any provisions hereof, or in ascertaining the intent of either Party, with respect to the provisions hereof.

12. Interpretations.

This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

13. 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 Collin County, Texas.

14. 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.

15. Assignment.

The rights and obligations of a Party under this Agreement may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

16. Effective Date.

This Agreement shall be effective from and after the Effective Date.

17. Indemnification

1. To the extent allowed by law, the District waives, releases, and agrees to hold harmless and indemnify Celina and its agents, servants, employees, directors, members, contractors, subcontractors, successors and assigns, from any loss, damage, liability or expense that may arise as a result of District's negligent, grossly negligent, or reckless acts or willful misconduct in the construction, placement, operation, maintenance, rebuilding, relocation, removal, inspection, patrolling, or repairing of the Relocation.

2. To the extent allowed by law, Celina waives, releases, and agrees to hold harmless and indemnify District and its agents, servants, employees, directors, members, contractors, subcontractors, successors and assigns, from any loss, damage, liability or expense that may arise as a result of Celina's negligent, grossly negligent, or reckless acts or willful misconduct in the construction, placement, operation, maintenance, rebuilding, relocation, removal, inspection, patrolling, or repairing of the Relocation.

3. The foregoing notwithstanding, the Parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by State law and Federal law, including but not limited to the Texas Tort Claims Act and the Texas Constitution relative to these Parties.

4. The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

18. Default.

In the event of default by any Party to this Agreement, the non-defaulting party or parties shall give written notice of such default to the defaulting party describing such default and affording a period of thirty (30) days to cure the same. In the event that any such default cannot, by its nature, reasonably be cured within thirty (30) days, such period shall be extended an additional reasonable period of time within which to cure the same. If the defaulting party has not cured such default within thirty (30) days of said written notice, or, if such default cannot with due diligence be reasonably cured within such thirty (30) day period, within such time as is reasonably necessary to cure the default, the non-defaulting party or parties shall have the option to seek or pursue any remedy provided by law.

(the remainder of this page intentionally left blank)

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.

EXECUTED on this the ____ day of _____, 2019

TOWN:

CITY OF CELINA, TEXAS
a home-rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me on _____, __, 2019, the undersigned notary public appeared _____ of City of Celina, a home-rule municipality, and executed the foregoing agreement for the purposes therein expressed on behalf of such municipality.

Notary Public in and for the State of Texas

Attachment: Agreement (ILA between City of Celina and Collin County Municipal Utility District No.1)

EXECUTED on this the 26th day of June, 2019

DISTRICT:

COLLIN COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

By Gordon B Greese

Name: Gordon B Greese

Title: Vice President, Board of Directors

Date: 6-26-2019

ATTEST:

By: Kenneth O. Porter

Name: Kenneth O. Porter

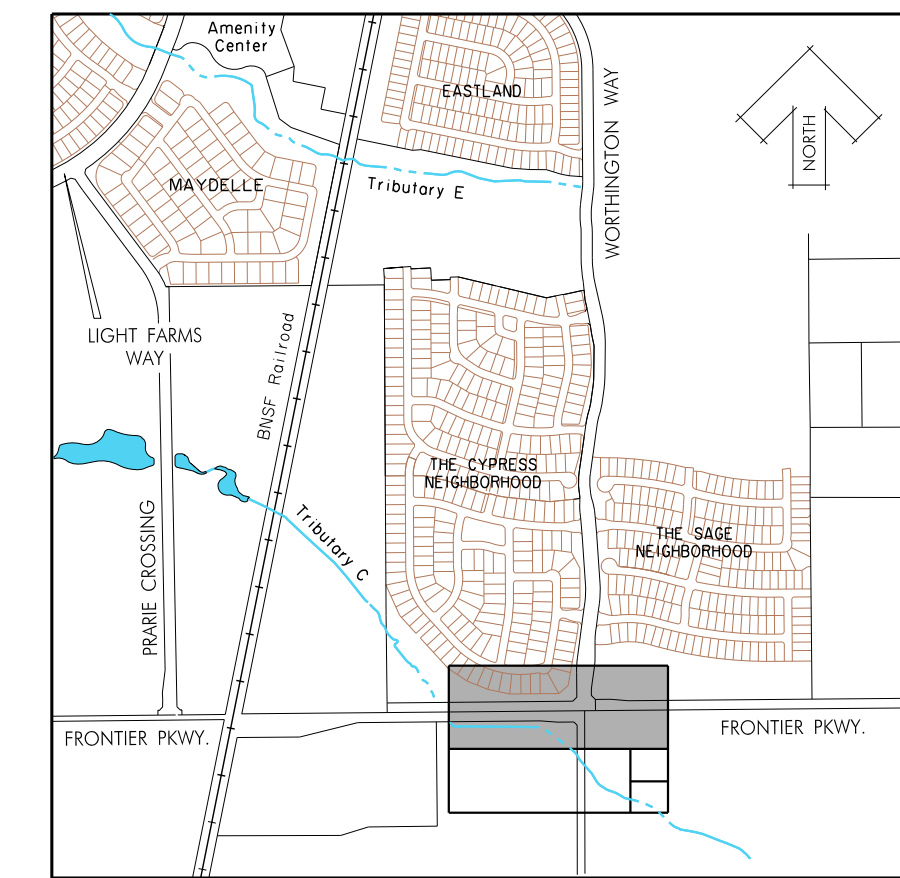
Title: Secretary, Board of Directors

Date: 6/26/2019

Attachment: Agreement (ILA between City of Celina and Collin County Municipal Utility District No.1)

Exhibit A

Plans and Specifications

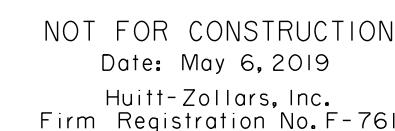


BENCHMARKS:

BM #5
Square cut on top concrete headwall, 5' west of edge of pavement
of Frontier Parkway, 56 feet south of centerline of County
Road No. 5, 485 feet east of centerline County Road No. 51.

N=7147548.47
E=2488493.86
Elev. = 652.94

BM #8
Square cut northeast corner of concrete headwall, north side of
County Road 5, 1200 feet +- east of the intersection of County
Road 5 and Frontier Parkway.
Elev. = 662.56

Packet Pg. 99

OPINION OF PROBABLE COSTS
Relocation of 12-inch Water
Frontier Parkway at Worthington Way Intersection

Light Farms, Celina, TX
 Date Prepared: April 9, 2019

Construction cost estimates provided by Huitt-Zollars are prepared from experience and judgment. Huitt-Zollars has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from Huitt-Zollars estimates.

NOTES:

1. No sales tax is included herein.
2. Unit costs are based on bids received in the 2018 year bids in Light Farms and 2019 year bids received for 12-inch water in Frontier Parkway. These unit costs don't include escalation of unit prices.
3. Please be advised that these quantities are preliminary in nature and may be revised. We reserve the right to adjust quantities and unit prices as required to reflect changes in market costs, modifications to the land plan and/or design.
4. Estimate does not include rock excavation (All Excavation is considered unclassified).
5. This estimate does not include legal, developer, other administrative or professional fees.
6. Utilities in adjacent streets are assumed adequate and reliable. No offsite work other than what is listed in cost estimate is included herein.
7. Estimate does not include hazardous material disposal.

Water

Item #	Description	Unit	Quantity	Unit Price	Cost
1	12-inch AWWA C-900 PVC Class 150 Water Pipe	LF	205	\$ 62.00	\$ 12,710.00
2	12" Plug	EA	1	\$ 465.00	\$ 465.00
3	Remove & Relocate Ex. Fire Hydrant Assembly	EA	1	\$ 1,500.00	\$ 1,500.00
4	Remove & Relocate Ex. 12" Gate Valve	EA	2	\$ 1,500.00	\$ 3,000.00
5	Remove Ex. 2" Blow-Off Valve & Meter Can	EA	1	\$ 500.00	\$ 500.00
6	Remove & Dispose of Exist. 12-inch PVC water line	LF	195	\$ 30.00	\$ 5,850.00
7	Adjust & Relocate Irrigation System & Control Valves	LS	1	\$ 1,500.00	\$ 1,500.00
8	Sawcut, Remove and Replace Exist. Concrete	SY	76	\$ 42.00	\$ 3,192.00
9	Pressure Test & Disinfection	LF	205	\$ 1.00	\$ 205.00
10	Trench Safety	LF	205	\$ 1.15	\$ 235.75
Sub-Total Water:					\$ 29,157.75
10% contingencies:					\$ 2,916
Total Water:					\$ 32,074

Attachment: Opinion of probable cost (ILA between City of Celina and Collin County Municipal Utility District No.1)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Director of Administrative Services
CC: Jason Laumer, City Manager
Date: October 8, 2019
Re: Economic Incentive Agreement for 212 N. Oklahoma (Little wooden Penguin)

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Little Wooden Penguin, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (DeBuff)

Background Information:

This item authorizes the City Manager to execute an agreement with the Little Wooden Penguin, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The EDC will contribute \$25,000 after the Little Wooden Penguin has spent \$100,000 in facility improvements.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380--LITTLE WOODEN PENGUIN**

This Economic Development Incentive Agreement (“Agreement”) is made by and among the City of Celina, Texas (the “City”), Celina Economic Development Corporation (the “CEDC”), and Little Wooden Penguin, LLC (the “Developer”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Celina Real Estate LP is the owner of the real property described in **Exhibit “A”** (the “Property”) which consists of an approximately 0.6280± acre tract of land in Celina, Collin County, Texas, generally located at 212 N. Oklahoma Street, Celina, Texas (the “Premises”).

WHEREAS, the Developer intends to construct on the Property, by remodeling an existing structure, a 4,100 square foot eatery/coffee shop/wine bar with outdoor seating, more fully described in the submittals filed by Developer with the City, in order to obtain one or more building permits (hereinafter defined as the “Facility”); and

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

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

WHEREAS, CEDC intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars (\$25,000.00) toward the cost of the Facility Improvements; and

WHEREAS, as partial consideration for Developer using the exterior and interior materials and design, as substantially depicted in the Concept Plan, the City will waive building permit fees for the Facility Improvements; and

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

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

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

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

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

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

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

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

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

Article I Definitions

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

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

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after

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

“CEDC” shall have the meaning ascribed in the Recitals above.

“CEDC Grant” shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed twenty five thousand and no/100 dollars (\$25,000.00), to be paid as set forth herein.

“City” shall have the meaning ascribed in the Recitals above.

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

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

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

“Developer” shall have the meaning ascribed in the Recitals above.

“Effective Date” shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

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

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

“Facility Improvements” shall have the meaning ascribed in the Recitals above.

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

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

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

“Property” shall have the meaning ascribed in the Recitals above.

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

Article II Term

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

Article III Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than December 2019, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as Exhibit “B”, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such

codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least \$100,000 on the Facility Improvements.

(c) Building Permit Fees. Assuming Developer timely applies for a building permit for the Facility Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the building permit fees normally charged by the City.

3.2 Facility Improvements Project. (a) Cost Participation. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of 12,500 of the CEDC Grant shall be paid not later than thirty (30) days after the date the last of the following events to occur for each grant: (i) CEDC's receipt of the Payment Request; (ii) Completion of Construction of the Facility Improvements; (iii) the date of issuance of a final certificate of occupancy by the City for the Facility Improvements, and (iv) CEDC verification of the final actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements. The final payment of \$12,500.00 of the CEDC Grant shall be paid one year after the initial payment.

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

Article IV Conditions to Grant Payments

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

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

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

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

(d) Expenditure Information. Developer timely submits the Expenditure Information to the CEDC and the CEDC verifies that Developer incurred costs of at least \$100,000 in designing and constructing the Facility Improvements.

Article V Termination

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

- (a) by mutual written agreement of all the Parties;
- (b) by the City and/or the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City or the CEDC, if the Developer suffers an event of Bankruptcy or Insolvency;
- (e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (f) by the City or CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
- (g) by the City or CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or
- (h) by the City or CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

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

accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City and/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI Miscellaneous

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

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

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

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for City, to:

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

If intended for CEDC, to:

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

If intended for Developer, to:

Attn: Shannon Dunn, Owner
Little Wooden Penguin, LLC
8515 Country Creek Lane
Prosper, Texas 75078

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

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

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

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

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

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

EXECUTED on this _____ day of _____, 2019.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

CELINA ECONOMIC DEVELOPMENT CORP.

By: _____
_____, President

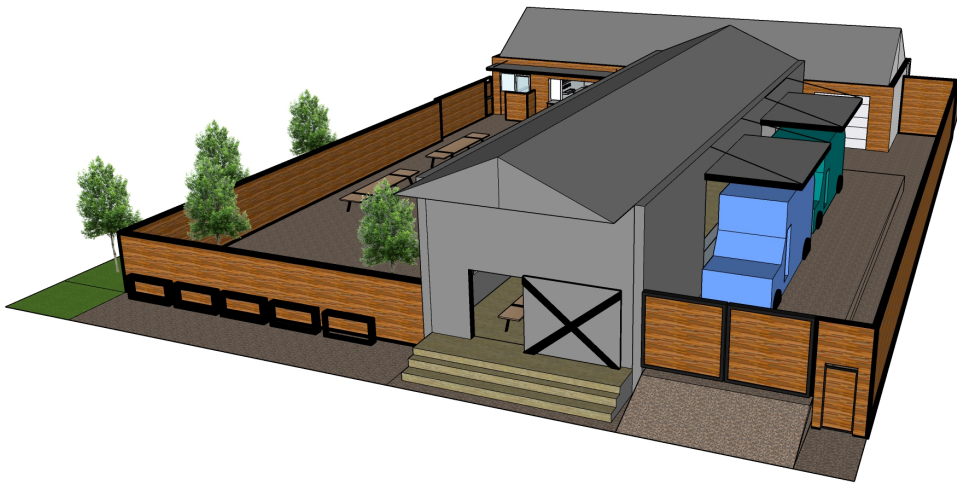
LITTLE WOODEN PENGUIN, LLC

By: _____
Shannon Dunn, Owner

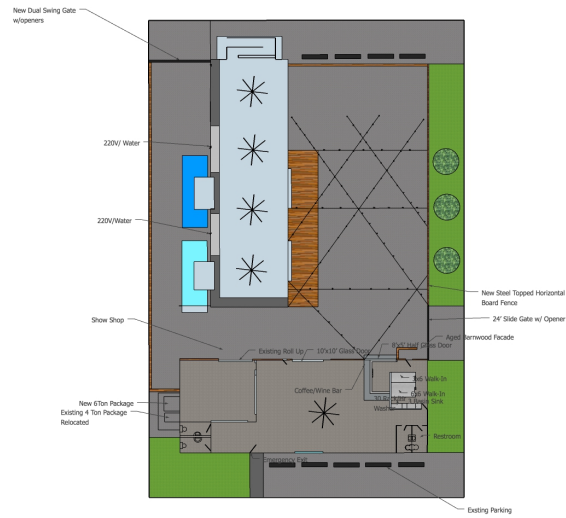
**EXHIBIT “A”
Property Description**

Celina Original Donation, Block 47, Lot 1 and 6 (N95’ Lot 1 and All of 6)

**EXHIBIT “B”
CONCEPT PLAN**









Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Director of Administrative Services
CC: Jason Laumer, City Manager
Date: October 8, 2019
Re: Rollertown 380 Incentive Agreement

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Texas RT Holdings, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Rollertown) (DeBuff)

Background Information:

This item authorizes the City Manager to execute an agreement for economic incentive funding under Chapter 380 of the Texas Local Government Code, for Rollertown Brewery.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City and the EDC will each contribute \$25,000 after Rollertown has made \$100,000 worth of facility improvements, for a total of \$50,000.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380--ROLLERTOWN BEERWORKS**

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

W I T N E S S E T H:

WHEREAS, Celina Business Park Phase I LLC is the owner of the real property described in **Exhibit “A”** (the “Property”) which consists of an approximately 1.076± acre tract of land in Celina, Collin County, Texas, generally located at 412 N. Oklahoma Street, Celina, Texas (the “Premises”).

WHEREAS, the Developer intends to construct on the Property, by remodeling an existing structure, a 3,300 square foot brewery, more fully described in the submittals filed by Developer with the City, in order to obtain one or more building permits (hereinafter defined as the “Facility”); and

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

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

WHEREAS, the City intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars (\$25,000.00) toward the cost of the Facility Improvements; and

WHEREAS, CEDC intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars (\$25,000.00) toward the cost of the Facility Improvements; and

WHEREAS, as partial consideration for Developer using the interior materials and design, as substantially depicted in the Concept Plan, the City will waive building permit fees for the Facility Improvements; and

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

WHEREAS, the City has adopted programs for promoting economic development, and

this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

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

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

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

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

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

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

Article I Definitions

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

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

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“CEDC” shall have the meaning ascribed in the Recitals above.

“CEDC Grant” shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed twenty-five thousand and no/100 dollars (\$25,000.00), to be paid as set forth herein.

“City” shall have the meaning ascribed in the Recitals above.

“City Grant” shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed twenty-five thousand and no/100 dollars (\$25,000.00), to be paid as set forth herein.

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

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

“Concept Plan” shall mean the architectural renderings, materials and design plan attached hereto as **Exhibit “B”**.

“Developer” shall have the meaning ascribed in the Recitals above.

“Effective Date” shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

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

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

“Facility Improvements” shall have the meaning ascribed in the Recitals above.

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

“Grants” shall collectively mean (i) the CEDC Grant; and (ii) the City Grant for a total of fifty-thousand and no/100 dollars (\$50,000.00).

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

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

“Property” shall have the meaning ascribed in the Recitals above.

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

Article II Term

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

Article III Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than December 2019, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction.

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

(c) Building Permit Fees. Assuming Developer timely applies for a building permit for the Facility Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the building permit fees normally charged by the City.

3.2 Facility Improvements Project. (a) Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the Grants. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the Grants. The initial payment of \$12,500 of the City Grant and the initial payment of \$12,500 of the CEDC Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC’s receipt of the Payment Request; (ii) Completion of Construction of the Facility; (iii) the date of issuance of a final certificate of occupancy by the City for the Facility Improvements, and (iv) City verification, on behalf of the City and the CEDC, of the final actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements. The second and final payment of \$12,500 of the City Grant and \$12,500 of the CEDC Grant shall be paid one year after the date of the initial payments, respectively.

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

Article IV Conditions to Grant Payments

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

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

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

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

(d) Expenditure Information. Developer timely submits the Expenditure Information to the City and the City verifies that Developer incurred costs of at least \$100,000 in designing and constructing the Facility Improvements.

Article V Termination

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

- (a) by mutual written agreement of all the Parties;
- (b) by the City and/or the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City or the CEDC, if the Developer suffers an event of Bankruptcy or Insolvency;
- (e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (f) by the City or CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;

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

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

Article VI Miscellaneous

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

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

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

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for City, to:

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

If intended for CEDC, to:

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

If intended for Developer, to:

Attn: Brett Brantley, Managing Partner
Texas RT Holdings, LLC
5950 Berkshire Lane, Ste 200
Dallas, Texas 75225-5865

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

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

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

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

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

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

Execution page follows

EXECUTED on this _____ day of _____, 2019.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

CELINA ECONOMIC DEVELOPMENT CORP.

By: _____
_____, President

TEXAS RT HOLDINGS, LLC

By: _____
Brett Brantley, Managing Partner

EXHIBIT “A”
Property Description

Celina Original Donation, Blk 11, Lot 1a 2a

**EXHIBIT “B”
CONCEPT PLAN**

Attachment: Texas RT Holdings Economic Development Agreement v2 without exhibits (Rollertown 380 Incentive Agreement)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Director of Administrative Services
CC: Jason Laumer, City Manager
Date: October 8, 2019
Re: Economic Incentive Agreement for 218 W. Walnut (Bongo Beaux's)

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Bongo Beaux, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (DeBuff)

Background Information:

This item authorizes the City Manager to execute an agreement with Bongo Beaux, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City will contribute \$25,000 after Bongo Beaux's has spent \$100,000 on facility improvements.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Director of Administrative Services
CC: Jason Laumer, City Manager
Date: October 8, 2019
Re: Agreement - fiber optic lines for North Preston Lakes HOA

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and North Preston Lakes Estates Homeowners Association, Inc for a loan to aid in the installation of fiber optic lines. (DeBuff)

Background Information:

This item authorizes the City Manager to execute an agreement with the North Preston Lakes Estates Homeowners Association for a loan to aid in the installation of fiber optic lines.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Not to exceed loan amount is \$149,000, at 2% interest. Any amount in excess of the maximum amount must be paid up front by the HOA.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

STATE OF TEXAS
COUNTY OF COLLIN

§
§
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FIBER OPTIC LINE AGREEMENT
WITH NORTH PRESTON LAKES HOA

This Agreement ("Agreement") with North Preston Lakes Estates Homeowners Association, Inc. (herein after the "NPL HOA") is entered into this _____ day of _____, 2019, by and between the NPL HOA and the City of Celina, Texas ("City"), sometimes referred herein together as the "Parties" and individually as a "Party".

Recitals:

1. This Agreement is made to facilitate the City's ongoing efforts to promote the installation of fiber optic lines to ensure faster communication for internet users; and
2. The City has identified the North Preston Lakes subdivision as an area that is not currently served with internet in a manner consistent with other neighborhoods in the City (which area is shown in Exhibit A attached hereto); and
3. The City and NPL HOA desire to collectively improve internet speed and connectivity, by providing for the installation of fiber optic lines through the agreements and cost sharing mechanisms provided herein; and
4. NPL HOA represents that there are no judgments or tax liens against NPL HOA; and
5. NPL HOA represents that it has the authority to enter into this Agreement and to fulfill all obligations contained herein.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, NPL HOA and the City do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("Effective Date"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing.

Section 3. Agreement. NPL HOA and the City agree as follows:

Attachment: NPL HOA (Agreement - fiber optic lines for North Preston Lakes HOA)

- A. Suddenlink Communication is currently installing fiber optic lines to serve the City's residents and has agreed to provide the necessary installation to serve the North Preston Lakes subdivision. The Parties agree that the City will pay Suddenlink, or its contractor, directly for the cost of the improvements with the current anticipated cost to be \$149,000.00. The Parties agree and acknowledge that the actual cost may be more or less than the anticipated costs and that the City will expend a maximum of \$149,000.00 toward these improvements. Any amount in excess of the maximum amount must be paid up front by NPL HOA.
- B. NPL HOA agrees to pay back, in installments, the full amount expended by the City under paragraph (A), plus interest of 2%. NPL HOA will make said payments annually to the City in seven (7) equal installments beginning on October 1, 2020 and continuing annually every 1st day of October of every year thereafter until the amount is completely paid in full.

Section 4. Miscellaneous.

- A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Collin County, Texas.
- B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- C. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and

conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of

Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

- E. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.
- G. This Agreement is made subject to the existing provisions of the Charter of the City of Celina, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.
- H. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- I. This Agreement may be only amended or altered by written instrument signed by NPL HOA and the City.
- J. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.
- K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.
- L. In the event either party defaults in the performance of any of the terms of this Agreement the other party agrees to pay the prevailing party's reasonable attorneys' fees.

[Execution and signature pages follow]

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

NORTH PRESTON LAKES
HOMEOWNERS ASSOCIATION, INC.

CITY OF CELINA, TEXAS

By: _____

By: _____

Print name: _____
President of the HOA

Jason Laumer
City Manger

Date: _____

Date: _____

By: _____

ATTEST:

Print name: _____
HOA Board Member

City of Celina Secretary

Date: _____

Attachment: NPL HOA (Agreement - fiber optic lines for North Preston Lakes HOA)

EXHIBIT A

Subdivision Map



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: October 8, 2019
 Re: Creeks of Legacy DA Amendment

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and among the City of Celina and the Board of Directors of Tax Increment Reinvestment Zone number Two, City of Celina and CTMGT Frontier 80, LLC and CADG Creeks of Legacy West, LLC and CADG Creeks of Legacy Stonegate, LLC amending a development agreement. (Creeks of Legacy) (DeBuff)

Background Information:

This item authorizes the City Manager to execute an agreement with Creeks of Legacy amending development agreement fees.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

This amendment updates the capital recovery fees to the following:

- Roadway capital recovery fees: \$2,000 per single-family residential lot
- Water capital recovery fees: \$2,000 per single-family residential lot
- Wastewater capital recovery fees: \$2,000 per single-family residential lot

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment (this “Second Amendment”) to the **Development Agreement** (the “Agreement”) is made by and between the **CITY OF CELINA, TEXAS**, (the “City”), the **BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF CELINA** (the “Board”) **CTMGT FRONTIER 80, LLC**, a Texas limited liability company (“CTMGT”), **CADG CREEKS OF LEGACY WEST, LLC**, a Texas limited liability company (“CADG West”), and **CADG CREEKS OF LEGACY STONEGATE, LLC**, a Texas limited liability company (“CADG Stonegate,” and collectively with CTMGT and CADG West, the “Developer”) to be effective October 8, 2019 (the “Effective Date”). Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

RECITALS

WHEREAS, the City, the Board, CTMGT, CADG West, and CADG Stonegate are individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, the recitals contained in this Second Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Second Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this Second Amendment; and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect; and

WHEREAS, the City, the Board, and CTMGT entered into the Agreement effective on June 18, 2014 and entered into the First Amendment to the Agreement on June 11, 2019 (“First Amendment”); and

WHEREAS, the City and the Developer desire to amend the Agreement in order to revise certain fees related to the development of the Property; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. The Agreement Remains in Full Force and Effect. The City and Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement and First Amendment, remain in full force and effect.

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

Article VII, which was amended by the First Amendment to add Sections 7.5, 7.6, and 7.7 to the Agreement, is hereby further amended to reduce water, sewer and roadway capital recovery fees in Section 7.5(a) and delete 7.5 (b) as follows:

7.5 Capital Recovery Fees.

(a) The Developer is responsible for the construction of all on-site and off-site Authorized Improvements for water and wastewater facilities as well as Public Infrastructure, to the extent such improvements are necessitated by and attributable to the development of the Property. The Parties agree that such improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, **no Impact Fees levied by the City will apply to the Property.** Instead, the City and Developer agree to (a) set roadway capital recovery fees at \$2,000.00 per single-family residential lot, (b) set water capital recovery fees at \$2,000.00 per single-family residential lot, and (c) set wastewater capital recovery fees at \$2,000.00 per single-family residential lot. All capital recovery fees applicable to individual lots will be due and collected upon the issuance of the single-family residential lot's building permit.

(b) *Intentionally deleted*

3. Recitals. In the event it becomes necessary to interpret any provision of this Second Amendment, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Second Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this Second Amendment.

4. Notices. Notwithstanding anything contained in the Agreement to the contrary, any notice, submittal, payment or instrument required or permitted by the Agreement or this Second Amendment to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

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

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

And to: Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

To the Developer: Attn: Mehrdad Moayed
CTMGT Frontier 80, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

To the Developer: Attn: Mehrdad Moayed
 CADG Creeks of Legacy Stonegate, LLC
 1800 Valley View Lane, Suite 300
 Farmers Branch, Texas 75234

To the Developer: Attn: Mehrdad Moayed
 CADG Creeks of Legacy West, LLC
 1800 Valley View Lane, Suite 300
 Farmers Branch, Texas 75234

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

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

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

5. **Entire Agreement.** This Second Amendment together with the Agreement and First Amendment shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Second Amendment and the Agreement. This Second Amendment shall not be modified or amended except in writing signed by the Parties.

6. **Covenant Running with the Land.** This Second Amendment shall be a covenant running with the land and shall be binding upon the Parties, their assigns and future owners of all or any portion of the Property.

7. **Recordation.** This Second Amendment shall be recorded in the real property records of Denton County, Texas and Collin County, Texas.

8. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Second Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Second Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9. **Applicable Law; Venue.** This Second Amendment is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Second Amendment shall be in the Collin County District Court.

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

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

12. Authority and Enforceability. The City represents and warrants that this Second Amendment has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and the individual executing this Second Amendment on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Second Amendment has been approved by appropriate action of the Developer, and that each individual executing this Second Amendment on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Second Amendment is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE LEFT
INTENTIONALLY BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF CELINA

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

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

 This instrument was acknowledged before me on the __ day of _____, 2019 by
 _____ of the City of Celina, Texas on behalf of said City.

(SEAL)

 Notary Public, State of Texas

 Name printed or typed

Commission Expires: _____

Attachment: 2nd Amendment to Development Agreement (Creeks of Legacy) MFM v1 (Creeks of Legacy DA Amendment)

**Tax Increment Reinvestment Zone Number
Two, City of Celina**

By: _____
 Name: _____
 Title: TIRZ #2 Board Chairperson
 Date: _____

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2019 by _____ of the Tax Increment Reinvestment Zone Number Two, City of Celina, on behalf of the Tax Increment Reinvestment Zone Number Two, City of Celina.

(SEAL)

 Notary Public, State of Texas

 Name printed or typed

Commission Expires: _____

Attachment: 2nd Amendment to Development Agreement (Creeks of Legacy) MFM v1 (Creeks of Legacy DA Amendment)

DEVELOPER:

CTMGT Frontier 80 LLC,
a Texas limited liability company

By: Centamtar Terras, LLC,
a Texas limited liability company
Its Manager

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

By: _____
Name: Mehrdad Moayed
Its: Sole Manager and Member

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2019 by Mehrdad Moayed, the Sole Manager and Member of CTMGT, LLC, as the Sole Member of Centamtar Terras, LLC, as the Manager of CTMGT Frontier 80, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Attachment: 2nd Amendment to Development Agreement (Creeks of Legacy) MFM v1 (Creeks of Legacy DA Amendment)

DEVELOPER:

CADG Creeks of Legacy Stonegate, LLC,
a Texas limited liability company

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

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2019 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Creeks of Legacy Stonegate, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Attachment: 2nd Amendment to Development Agreement (Creeks of Legacy) MFM v1 (Creeks of Legacy DA Amendment)

DEVELOPER:

CADG Creeks of Legacy West, LLC,
a Texas limited liability company

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

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Creeks of Legacy West, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Attachment: 2nd Amendment to Development Agreement (Creeks of Legacy) MFM v1 (Creeks of Legacy DA Amendment)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Cody Webb, Director of Parks and Recreation
 Date: October 8, 2019
 Re: CR 53 Waterline Relocation

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Quality Excavation, Ltd., in the amount of \$354,061.00 plus 10% contingency (\$35,406.10) for County Road 53 Waterline Relocation, Bid # 2019-0013. (Berry)

Background Information:

The County Road 53 Water Line Relocation consists of installing approximately 2,366 LF of 12" PVC water main, approximately 30 LF of 12" PVC by dry bore with 20" steel encasement, and 40 LF of 20" steel encasement by open-cut.

On September 13, 2019 the City received bids for bid 2019-0013 for the County Road 53 waterline relocation project. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred thirty-six vendors were notified. Four responses were received. Staff reviewed the bids and recommends the apparent lowest responsible bidder.

Alternatives:

Council may reject the bids and redirect staff.

Financial Considerations:

Funding is available in the current budget and will be tracked as project W22.

Base Bid	\$ 354,061.00
Contingency	\$ <u>35,406.10</u>
Total	\$ 386,467.10

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Legal Review:

Standard contract documents are being utilized which the City Attorney has previously reviewed and approved.

Supporting Documents:

Agreement

Tab Sheet

Staff Recommendation:

Awarding contract to Quality Excavation, Ltd.

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

THIS AGREEMENT is by and between City of Celina (hereinafter called OWNER) and Quality Excavation, LTD., (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

City of Celina
COUNTY ROAD 53 WATER LINE RELOCATION

ARTICLE 2 – THE PROJECT

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

The County Road 53 Water Line Relocation consists of installing approximately 2,366 LF of 12” PVC water main, approximately 30 LF of 12” PVC by dry bore with 20” steel encasement and 40 LF of 20” steel encasement by open-cut.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

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

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

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

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR

shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: \$386,467.10

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage).
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. Addenda;

10. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid;
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award;
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on October 8, 2019 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

142 N Ohio

City of Celina, Texas 75009

Designated Representative:

Designated Representative:

Name: Jason Laumer

Name: _____

Title: City Manager

Title: _____

Address: 142 N Ohio

Address: _____

Phone 972-382-2682

Phone: _____

Email: Contracts@celina-tx.gov

Email: _____

Attachment: Agreement - CR 53 Waterline Relocation (CR 53 Waterline Relocation)

				Quality Excavation, Ltd.		Green Mound LLC		Dowager Utility Construction		Patterson Professional Serv.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	BASE BID ITEMS										
1.1	Mobilization	1	LS	6,300.00	6,300.00	15,713.00	15,713.00	16,000.00	16,000.00	22,541.50	22,541.50
1.2	Twelve Inch (12") Water Main	2366	LF	43.00	101,738.00	52.50	124,215.00	82.00	194,012.00	120.00	283,920.00
1.3	Six Inch (6") Water Main	92	LF	40.00	3,680.00	23.00	2,116.00	70.00	6,440.00	60.00	5,520.00
1.4	12" Gate Valve	12	EA	3,000.00	36,000.00	2,839.00	34,068.00	3,000.00	36,000.00	2,900.00	34,800.00
1.5	6" Gate Valve	6	EA	1,400.00	8,400.00	1,259.00	7,554.00	1,000.00	6,000.00	1,200.00	7,200.00
1.6	AWWA C-153/C-111 Compact Ductile Iron Fittings	1.5	TON	8,900.00	13,350.00	10,329.00	15,493.50	5,000.00	7,500.00	3,500.00	5,250.00
1.7	Fire Hydrant Assembly	6	EA	3,750.00	22,500.00	2,444.00	14,664.00	5,200.00	31,200.00	7,500.00	45,000.00
1.8	Sawcut, Remove and Replace Existing Asphalt Pavement	136	SY	88.00	11,968.00	228.50	31,076.00	160.00	21,760.00	55.00	7,480.00
1.9	Twelve Inch (12") PVC Water Line By Dry Bore with Twenty Inch (20") Steel Encasement (0.28 in. wall thickness)	30	LF	504.00	15,120.00	684.00	20,520.00	700.00	21,000.00	400.00	12,000.00
1.10	Twelve Inch (12") PVC Water Line By Open-Cut with Twenty Inch (20") Steel Encasement (0.28 in. wall thickness) by Open-Cut	40	LF	274.00	10,960.00	217.00	8,680.00	250.00	10,000.00	200.00	8,000.00
1.11	Connection of Proposed Water Line to Existing Water Line By Cut-in Connection	2	EA	3,150.00	6,300.00	4,733.00	9,466.00	4,000.00	8,000.00	6,500.00	13,000.00
1.12	Trench Protection for Water Lines	2458	LF	0.50	1,229.00	1.00	2,458.00	1.00	2,458.00	2.00	4,916.00
1.13	Cut, and Plug Existing Water Lines	2	EA	1,050.00	2,100.00	1,507.00	3,014.00	1,000.00	2,000.00	2,500.00	5,000.00
1.14	Hydromulch	2605	SY	2.80	7,294.00	1.05	2,735.25	4.00	10,420.00	3.00	7,815.00
1.15	Silt Fence	2143	LF	3.00	6,429.00	2.00	4,286.00	2.00	4,286.00	3.00	6,429.00
1.16	Stabilized Construction Entrance	1	EA	1,000.00	1,000.00	1,789.00	1,789.00	2,000.00	2,000.00	2,000.00	2,000.00
1.17	Project Sign	1	EA	800.00	800.00	790.00	790.00	1,000.00	1,000.00	2,500.00	2,500.00
					255,168.00		298,637.75		380,076.00		473,371.50
2	ALTERNATES - ADDITIVE (PHASE II)										
2.1	Mobilization	1	LS	4,500.00	4,500.00	3,452.00	3,452.00	5,000.00	5,000.00	4,853.75	4,853.75
2.2	Twelve Inch (12") Water Main	215	LF	53.00	11,395.00	63.50	13,652.50	80.00	17,200.00	120.00	25,800.00
2.3	12" Gate Valve	1	EA	2,950.00	2,950.00	2,839.00	2,839.00	3,000.00	3,000.00	2,900.00	2,900.00
2.4	AWWA C-153/C-111 Compact Ductile Iron Fittings	0.5	TON	7,900.00	3,950.00	9,028.00	4,514.00	5,000.00	2,500.00	3,500.00	1,750.00
2.5	Sawcut, Remove and Replace Existing Asphalt Pavement	20	SY	53.00	1,060.00	228.50	4,570.00	160.00	3,200.00	125.00	2,500.00
2.6	Twelve Inch (12") PVC Water Line By Dry Bore with Twenty Inch (20") Steel Encasement (0.28 in. wall thickness)	110	LF	630.00	69,300.00	503.00	55,330.00	600.00	66,000.00	500.00	55,000.00
2.7	Connection of Proposed Water Line to Existing Water Line By Cut-in Connection	1	EA	3,250.00	3,250.00	5,190.00	5,190.00	4,000.00	4,000.00	6,500.00	6,500.00
2.8	Remove and Replace Existing Gravel Pavement	42	SY	15.00	630.00	53.00	2,226.00	20.00	840.00	25.00	1,050.00
2.9	Trench Protection for Water Lines	215	LF	1.00	215.00	1.00	215.00	1.00	215.00	3.00	645.00
2.10	Hydromulch	310	SY	5.30	1,643.00	1.50	465.00	4.00	1,240.00	3.00	930.00
TOTAL WITH ALTERNATES					354,061.00		391,091.25		483,271.00		575,300.25

Bid Bond Submitted
W9 Submitted
CIQ Submitted
Form 00410 Submitted
Form 00401 Submitted
Form 00403 Submitted

Yes	Yes	Yes	No
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes

Attachment: Bid Tabulation - CR 53 Waterline (CR 53 Waterline Relocation)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Cody Webb, Director of Parks and Recreation
 Date: October 8, 2019
 Re: Mowing Services

Action Requested:

Consider and Act to award Bid 2019-0016 for Mowing Services to Raul Morales Lawn Service, LLC in the amount of \$139,312.00 and authorize the City Manager to execute the agreement. (Berry)

Background Information:

On September 24, 2019, the City received bids for bid 2019-0016 for mowing services. The service includes various levels of mowing frequency and provided service. The locations vary from high visibility areas to undeveloped areas.

The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which seventy-one vendors were notified. Five submittals were received. Staff reviewed the bids and recommends the apparent lowest responsible bidder.

Additionally, staff recommends rejecting the bid from CKC Enterprises as an incomplete bid.

Alternatives:

Council may reject bids and redirect staff.

Financial Considerations:

Funding is available in the current budget.	202-117-000-6200	\$	30,000.00
	202-118-000-6200	\$	20,000.00
	102-113-000-6200	\$	<u>120,000.00</u>
	Total	\$	170,000.00

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of the purchase order.

Legal Review:

Standard contract documents are being utilized which the City Attorney has previously reviewed and approved.

Supporting Documents:

Tab Sheet
Agreement

Staff Recommendation:

Award contract to Raul Morales Lawn Services, LLC.

**City of Celina, Texas
Standard Contract for Services**

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **Raul Morales Lawn Service, LLC.** (hereinafter referred to as the "Provider") for **Mowing Services**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Mowing Services, Bid # 2019-0016** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from November 1, 2019 to October 31, 2020. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A**.
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.
8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** **THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES**

Attachment: Agreement - Mowing Services (MOWING - ROW & MEDIANS)

(HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this

Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.
19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the

City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009
contracts@celina-tx.gov

Raul Morales Lawn Service, LLC

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this 8th **day of** October, **20**¹⁹.

CITY OF CELINA

RAUL MORALES LAWN SERVICE, LLC

Jason Laumer, City Manager

Type/Print Name and Title

Attachment: Agreement - Mowing Services (MOWING - ROW & MEDIANS)

Mowing Services - Tab Sheet				cKc Enterprises		Raul Morales Lawn Service LLC		High Quality Landscape Services, LLC		Weisz Selection Lawn & Landscape		American Landscape Systems	7.N.b
				Total Price	\$69,870.08	Total Price	\$115,812.00	Total Price	\$162,480.00	Total Price	\$288,582.60	Total Price	\$311,360.16
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Old Celina Park	12	MO	No Bid		\$1,862.00	\$22,344.00	\$535.00	\$6,420.00	\$5,020.00	\$60,240.00	\$2,336.00	\$28,032.00
2	Founders Park	12	MO	No Bid		\$157.00	\$1,884.00	\$390.00	\$4,680.00	\$530.00	\$6,360.00	\$751.83	\$9,021.96
3	Preston Streams Park	12	MO	No Bid		\$157.00	\$1,884.00	\$390.00	\$4,680.00	\$425.00	\$5,100.00	\$737.42	\$8,849.04
4	Preston Road (1461 to High School)	12	MO	No Bid		\$1,964.00	\$23,568.00	\$595.00	\$7,140.00	\$10,636.00	\$127,632.00	\$7,164.33	\$85,971.96
5	1413 S. Preston Road Fire Station 1	12	MO	\$495.83	\$5,949.96	\$148.00	\$1,776.00	\$455.00	\$5,460.00	\$336.00	\$4,032.00	\$1,192.33	\$14,307.96
6	1803 Light Farms Way Fire Station 2	12	MO	\$623.33	\$7,479.96	\$138.00	\$1,656.00	\$455.00	\$5,460.00	\$260.75	\$3,129.00	\$1,162.33	\$13,947.96
7	Triangle	12	MO	No Bid		\$138.00	\$1,656.00	\$390.00	\$4,680.00	\$125.00	\$1,500.00	\$556.33	\$6,675.96
8	Down Town Square	12	MO	No Bid		\$118.00	\$1,416.00	\$425.00	\$5,100.00	\$205.00	\$2,460.00	\$3,315.33	\$39,783.96
9	City Hall	12	MO	No Bid		\$79.00	\$948.00	\$390.00	\$4,680.00	\$150.00	\$1,800.00	\$241.63	\$2,899.56
10	Council Chambers	12	MO	No Bid		\$79.00	\$948.00	\$390.00	\$4,680.00	\$150.00	\$1,800.00	\$192.88	\$2,314.56
11	Public Works - 10165 County Road 106	12	MO	\$2,025.00	\$24,300.00	\$256.00	\$3,072.00	\$535.00	\$6,420.00	\$2,335.00	\$28,020.00	\$1,002.50	\$12,030.00
12	308 Maple St.	12	MO	\$46.67	\$560.04	\$79.00	\$948.00	\$450.00	\$5,400.00	\$86.00	\$1,032.00	\$128.25	\$1,539.00
13	305 Beach St.	12	MO	\$46.67	\$560.04	\$79.00	\$948.00	\$450.00	\$5,400.00	\$86.00	\$1,032.00	\$128.25	\$1,539.00
14	307 Beach St.	12	MO	\$46.67	\$560.04	\$79.00	\$948.00	\$450.00	\$5,400.00	\$86.00	\$1,032.00	\$128.25	\$1,539.00
15	311 N. Louisiana Dr. (Old Fire Station)	12	MO	\$75.00	\$900.00	\$138.00	\$1,656.00	\$450.00	\$5,400.00	\$86.00	\$1,032.00	\$128.25	\$1,539.00
16	403 W. Walnut	12	MO	\$60.00	\$720.00	\$79.00	\$948.00	\$500.00	\$6,000.00	\$86.00	\$1,032.00	\$128.25	\$1,539.00
17	Doe Branch Creek	12	MO	\$125.00	\$1,500.00	\$157.00	\$1,884.00	\$450.00	\$5,400.00	\$143.00	\$1,716.00	\$513.00	\$6,156.00
18	502 S. Oklahoma Dr.	12	MO	\$125.00	\$1,500.00	\$79.00	\$948.00	\$400.00	\$4,800.00	\$325.00	\$3,900.00	\$363.00	\$4,356.00
19	Oak St. East Celina	12	MO	\$66.67	\$800.04	\$157.00	\$1,884.00	\$450.00	\$5,400.00	\$133.00	\$1,596.00	\$363.00	\$4,356.00
20	312 E. Ash St.	12	MO	No Bid		\$79.00	\$948.00	\$450.00	\$5,400.00	\$86.00	\$1,032.00	\$192.38	\$2,308.56
21	Sunset (Elem. School to 428)	12	MO	\$75.00	\$900.00	\$157.00	\$1,884.00	\$590.00	\$7,080.00	\$87.00	\$1,044.00	\$459.75	\$5,517.00
22	Dallas North Toll Road (428 to Frontier)	12	MO	\$1,100.00	\$13,200.00	\$1,180.00	\$14,160.00	\$450.00	\$5,400.00	\$313.00	\$3,756.00	\$1,527.00	\$18,324.00
23	Drainage ditch at Cedar and Arizona	12	MO	\$50.00	\$600.00	\$1,563.00	\$18,756.00	\$450.00	\$5,400.00	\$27.00	\$324.00	\$64.13	\$769.56
24	Celina Road Pump Station - 17099	12	MO	\$450.00	\$5,400.00	\$98.00	\$1,176.00	\$450.00	\$5,400.00	\$320.80	\$3,849.60	\$1,055.25	\$12,663.00
25	Celina Road Downtown Pump Station - 107 E. Elm Street	12	MO	\$120.00	\$1,440.00	\$79.00	\$948.00	\$450.00	\$5,400.00	\$400.00	\$4,800.00	\$378.75	\$4,545.00
26	Morgan Lakes EST - 1601 Settlers Ridge Road	12	MO	\$120.00	\$1,440.00	\$118.00	\$1,416.00	\$450.00	\$5,400.00	\$106.00	\$1,272.00	\$144.00	\$1,728.00
27	Light Farms EST - 1803 Light Farms Way Southeast EST -	12	MO	\$150.00	\$1,800.00	\$138.00	\$1,656.00	\$450.00	\$5,400.00	\$570.00	\$6,840.00	\$117.38	\$1,408.56
28	4299 Miramar Court	12	MO	No Bid		\$79.00	\$948.00	\$450.00	\$5,400.00	\$295.00	\$3,540.00	\$369.00	\$4,428.00
29	700 N. Florida Drive	12	MO	No Bid		\$138.00	\$1,656.00	\$400.00	\$4,800.00	\$515.00	\$6,180.00	\$726.00	\$8,712.00
30	2071 Frontier Pkwy	12	MO	No Bid		\$79.00	\$948.00	\$400.00	\$4,800.00	\$125.00	\$1,500.00	\$379.88	\$4,558.56
31	Class A Mowing - Cost per Acre	1	EA	No Bid		\$40.00		\$165.00				No Bid	
32	Class B Mowing - Cost per Acre	1	EA	\$45.00	\$45.00	\$40.00		\$145.00		\$70.00		\$55.00	
33	Class C Mowing - Cost per Acre	1	EA	\$45.00	\$45.00	\$40.00		\$125.00		\$70.00		\$48.50	
34	Class D Mowing - Cost per Acre	1	EA	\$85.00	\$85.00	\$40.00		\$125.00				No Bid	
35	Class E Mowing - Cost per Acre	1	EA	\$85.00	\$85.00	\$40.00		\$125.00				No Bid	

Attachment: Tab Sheet (MOWING - ROW & MEDIANS)

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Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Alan Fourmentin, Director of Public Works
Date: October 8, 2019
Re:

Action Requested:

Consider and act to authorize the purchase of Sensus water meters from Aquametric Sales as the sole source provider in an amount not to exceed \$450,000.00. (Berry)

Background Information:

The water meters to be purchased will be used on a daily basis to provide sound infrastructure by providing new meters for new builds and replacement meters for defective/broke meters. The City is currently utilizing Sensus software for reading meters. Staff will be standardizing the meter system going forward with Sensus meters. Sensus meters are considered sole source. They are only available through one vendor due to territorial restrictions.

The Water division of Public Works will have the primary responsibility for purchasing meters. Authorizing the purchase will allow staff to order required items as needed resulting in increased productivity and efficiency.

Financial Considerations:

Funding is available in the current budget. 202-117-000-6348 \$450,000.00

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Legal Review:

N/A

Supporting Documents:

Aquametric Sole Source Affidavit

Staff Recommendation:

Staff recommends authorizing the purchase of water meters from Aqua Metric Sales.

SOLE SOURCE (VENDOR) AFFIDAVIT

Thirkettle Corporation dba Aqua-Metric Sales Company

Company Name

Michael Cartwright, Operations Manager

Contact Person

16914 Alamo Parkway, Building 2, Selma, Texas 78154

Address

City

State

Zip

(210) 967-6300

Phone

Michael.Cartwright@aqua-metric.com

Email

Before me, the undersigned official, on this day, appeared, Thomas Thirkettle,
 A person known to me to be the person whose signature appears below; whom after being duly sworn, his/her oath depose and said:

1. My name is Thomas Thirkettle; I am over the age of 18, have never been convicted of a felony and I am competent to make this affidavit.
2. I am an authorized representative of the above named company or firm:
3. The above named company or firm is the sole source provider of the following item/service and no other company or firm in the United States sells or distributes the products listed below:

Note: Aqua-Metric is the sole source Sensus distributor for the majority of Texas - primarily east, northeast, and south Texas.
 Sensus distributors outside of our territory will not supply product within our boundaries as this is not permitted by Sensus.

A copy of our official Sensus Sole Source Letter has been included as an attachment to this form.

4. Competition in providing the above named item/service) are precluded by the existence of a: (Please mark one source)

☐ patent	☐ copyright	☐ secret process
☐ monopoly	☐ film	☐ manuscript
☐ book	☐ a captive replacement part or component for equipment.	

☒ There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor, who markets a product through distributors, or more than one outlet, is not a sole source because the products are available from more than one source.**

Signature of Authorized Official (President, CEO)

President

Title of Authorized Official

SUBSCRIBED AND SWORN to before me on this 6th day of February, 2019.

(Seal)



D. FRYMIRE
 COMM. #2231912
 Notary Public - California
 Riverside County
 My Comm. Expires Feb. 23, 2022

Signature of Notary

D. Frymire, Notary Public

Printed Name

Feb. 23, 2022

My Commission Expires

Approval:

☒ Yes☐ Noterritorial sales sourceCEM

Signature of Purchasing Agent

Date

2/6/19

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xyleminc.com



7.O.a

August 21, 2018

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Schertz, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the territory of Central, East and South Texas and the state of Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xyleminc.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo".

James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc

Attachment: Aqua Metric Sales Sole Source Affidavit (Meters)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: October 8, 2019
 Re: Zoning Ordinance Revisions

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance 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 repealing and replacing the entirety of Chapter 14, "Zoning". (Zoning Ordinance Revisions) (Wilson)

Background Information:

A comprehensive review of the current Zoning Ordinance has been conducted, using "best practices" and innovative planning concepts to bring Celina up-to-date and, in fact, in a position of leadership for planning efforts in the region. The major revisions to the Zoning Ordinance are listed below:

- New zoning district designations. The new designations will eliminate the confusion of having "current" and "obsolete" zoning districts within the document.
- One generic single-family district. Aside from the SF-E, Single Family Estate residential district and the SF-M, Single Family Manufactured Home district, Celina will have one generic single family district which will allow a high degree of creative flexibility while protecting the City from overly high densities. This district is designed to allow more developers to use "straight zoning" rather than "planned developments" for their residential communities.
- Three multi-family districts. Recognizing that multi-family development is inevitable and desirable in a growing city, staff is proposing a trichotomy of MF districts that would allow appropriate placement of multi-family developments. They are MF-1, Garden Style; MF-2, Urban Edge; and MF-3, Urban Living.
- One commercial, office, and retail district. Detailed setbacks related to height of buildings will accomplish appropriate use separation for which previous multiple zoning districts were designed. The market and size of the buildable tract will determine what type of land use will be appropriate, with SUPs required for more intense uses.
- One industrial district. Similar to the one commercial, office, and retail district, only one industrial district is proposed with SUPs required for more intense or objectionable uses.
- CUP to SUP. Change the current designation of CUP (Conditional Use Permit) to the industry standard of SUP (Specific Use Permit).
- Architectural design standards. In spite of the State Legislature's impact on the city's high standards for exterior materials, the proposed Zoning Ordinance will maintain the architectural standards adopted last year - with minor revisions - and will apply them in areas of cultural significance (e.g. downtown, Preston Road, and DNT Overlays) and in voluntary Development Agreements with applicants.

- Collin County Outer Loop Overlay District. Added a new overlay district for the proposed Outer Loop corridor.
- Parking Ratios. Proposed significant reduction in required parking to avoid the vast expanse of unused parking spaces.

Board Review/Citizen Input:

At the September 17, 2019 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the revised Zoning Ordinance.

A notice of public hearing was published in *The Celina Record* on August 30, 2019.

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Supporting Documents:

- Proposed Zoning Ordinance
- Staff Presentation

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
ORDINANCE 2019-____
ZONING ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 14: ZONING, BY REPLACING THE CURRENT CHAPTER 14 IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 14, ENTITLED "ZONING ORDINANCE;" PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Chapter 211 of the Texas Local Government Code, empowers a municipality to establish regulations pertaining to zoning within its incorporated boundaries; and

WHEREAS, the City Council, has determined that revising the Zoning Ordinance will provide flexibility to both our residents and developers, while promoting an aesthetically pleasing environment; and

WHEREAS, the City Council, has determined revising the Zoning Ordinance is necessary to promote responsible land and economic development, and to protect the public health and safety.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENTS**

3.01. That the Code of Ordinances of the City of Celina, Texas Chapter 14; Zoning, is hereby amended by replacing the existing Chapter 14 with the attached Exhibit A.

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

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 7 **PENALTY**

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 8 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9 **ENGROSSMENT AND ENROLLMENT**

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 10 **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of October, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Proposed Zoning Ordinance (Zoning Ordinance Revisions)

EXHIBIT A

ZONING

ORDINANCE



City of Celina

Ordinance Number	Date of Adoption	Summary
2019-	10/08/2018	New Zoning Ordinance; repealed all previous Zoning Ordinances and amendments

ZONING ORDINANCE

Table of Contents

<u>TABLE OF CONTENTS</u>	i
---------------------------------------	---

<u>LIST OF TABLES</u>	v
------------------------------------	---

ARTICLE I – ADMINISTRATION**PART ONE - GENERAL PROVISIONS**

14.01.101	Title & Purpose	1
14.01.102	Authority.....	1
14.01.103	Jurisdiction & Application.....	1
14.01.104	Compliance Required	1
14.01.105	Document Rules of Construction.....	3
14.01.106	Zoning Districts Established	3
14.01.107	Official Zoning District Map	3
14.01.108	Zoning District Boundaries	4
14.01.109	Fees.....	4
14.01.110	Severability & Repealer Clauses	4
14.01.111	Penalties & Enforcement.....	5
14.01.112	Effective Date	5
14.01.113	Definitions & Interpretation	5
14.01.114	Land Use Definitions.....	5
14.01.115	Other Zoning Ordinance Definitions.....	16

PART TWO – APPROVAL AUTHORITY

14.01.201	Planning & Zoning Commission	25
14.01.202	Board of Adjustment	26
14.01.203	Historic Preservation Commission.....	29
14.01.204	Development Services Director	32

PART THREE – PROCEDURES

14.01.301	Zoning Upon Annexation	33
14.01.302	Creation of a Building Site	33
14.01.303	Zoning Change Process.....	33
14.01.304	Text Amendment Process.....	35
14.01.305	Concept Plan Requirements & Approval	35
14.01.306	Site Plan Requirements & Approval	35
14.01.307	Conditional Approvals	36
14.01.308	Specific Use Permit (SUP) Approvals	36
14.01.309	Platting.....	37
14.01.310	Vested Rights	37
14.01.311	Building Permits & Certificates of Occupancy	40

ARTICLE II – ZONING DISTRICTS**PART ONE, DISTRICTS ESTABLISHED**

14.02.101	Established Districts.....	41
-----------	----------------------------	----

PART TWO, SINGLE-FAMILY RESIDENTIAL DISTRICTS

14.02.201	Residential Districts, General Requirements.....	42
-----------	--	----

ZONING ORDINANCE

Table of Contents

14.02.202	SF-E, Single-Family Residential Estate District.....	43
14.02.203	SF-R, Single-Family Residential Detached District	44
14.02.204	SF-A, Single-Family Residential Attached District.....	45
14.02.205	SF-M, Single-Family Manufactured Home District	45
14.02.206	OT-R, Old Town Residential District	46
PART THREE, MULTI-FAMILY DISTRICTS		
14.02.301	Multi-Family Districts, General Requirements	51
14.02.302	MF-1, Multi-Family District, Garden Style	52
14.02.303	MF-2, Multi-Family District, Urban Edge	53
14.02.304	MF-3, Multi-Family District, Urban Living.....	54
PART FOUR, NON-RESIDENTIAL DISTRICTS		
14.02.401	Non-Residential Districts, General Requirements.....	55
14.02.402	CF, Community Facilities District	56
14.02.403	C, Commercial, Office, & Retail District.....	56
14.02.404	I, Industrial District	56
14.02.405	AG, Agricultural District	57
14.02.406	MU, Mixed-Use District	58
14.02.407	OT, Old Town District	59
PART FIVE, SPECIAL DISTRICTS & ADDITIONS		
14.02.501	PD, Planned Development District	62
14.02.502	PRO, Preston Road Overlay	64
14.02.503	DNTD, Dallas North Tollway Overlay.....	66
14.02.504	CCOLO, Collin County Outer Loop Overlay	71
14.02.505	OT, Old Town District	73
ARTICLE III – USE REGULATIONS		
PART ONE, SCHEDULE OF USES		
14.03.101	Residential Zoning Districts Schedule of Uses	74
14.03.102	Non-Residential Zoning Districts Schedule of Uses	75
PART TWO, ACCESSORY STRUCTURES		
14.03.201	Accessory Structures, General Information & Regulations	79
14.03.202	Accessory Structures, Specific Accessory Structures.....	80
	(a) Accessory Dwelling Unit Regulations	81
	(b) Barns & Farm Accessory Structure Regulations.....	81
	(c) Carport Regulations	81
	(d) Commercial Accessory Structure Regulations	82
	(e) Detached Garage Regulations.....	82
	(f) Greenhouse Structure Regulations	82
	(g) Patio Cover & Outdoor Room Regulations	82
	(h) Patios & Flatwork Regulations	82
	(i) Swimming Pool, Spa, & Hot Tub Regulations.....	83
	(j) Temporary Building Regulations.....	83
PART THREE, PERMANENT LAND USES THAT REQUIRE SUP APPROVAL		
14.03.301	Permanent Land Uses with Specific Criteria for Approval	
	(a) Airport/Helipad/Heliport Regulations	84

ZONING ORDINANCE

Table of Contents

(b) Alcohol Sales Regulations.....	84
(c) Alternative Financial Services Regulations.....	84
(d) Alternative Retail Services Regulations.....	84
(e) Communication Antenna Tower Regulations – Residential Districts	85
(f) Hotel Regulations, Extended Stay	85
(g) Hotel Regulations, Limited Service	85
(h) Open Storage Regulations (Permanent or Ongoing)	85
(i) Private Street Development Regulations – Existing Subdivisions.....	86
(j) Private Street Development Regulations – New Subdivisions.....	87
(k) Sexually-Oriented Business Regulations	87

PART FOUR, PERMANENT LAND USES THAT REQUIRE CONDITIONAL APPROVAL

14.03.401	Permanent Land Uses with Specific Conditions Prior to Issuance of a Building Permit	
(a)	Alternative Energy Source – Solar Panel/Device Regulations.....	88
(b)	Alternative Energy Source – Wind Energy Regulations	88
(c)	Communications Antenna Tower Regulations – Non-Residential Districts.....	89
(d)	Donation Bin & Collection Site Regulations	90
(e)	Home Occupation Regulations.....	91
(f)	Hotel Regulations, Bed & Breakfast/Short Term Rental	91
(g)	Hotel Regulations, Full Service.....	91
(h)	Manufactured Home Replacement	92
(i)	Pawn Shop Regulations.....	92
(j)	Vending Kiosk Regulations	92

PART FIVE, TEMPORARY LAND USES THAT REQUIRE CONDITIONAL APPROVAL

14.03.501	Temporary Land Uses with Specific Conditions Prior to Issuance of a Building Permit	
(a)	Batch Plants, Temporary.....	93
(b)	Construction Yard & Field Office, Temporary.....	93
(c)	Model Home, Temporary.....	94
(d)	Open Storage, Temporary.....	94
(e)	Open Storage, Temporary, Under Eave Display.....	94
(f)	Portable On-Site Storage Containers	94
(g)	Seasonal Sales	95

PART SIX, NEW & NONCONFORMING USES

14.03.601	New & Unlisted Uses	96
14.03.602	Nonconforming Uses	96

ARTICLE IV – SITE DEVELOPMENT STANDARDS**PART ONE, ARCHITECTURAL DESIGN STANDARDS**

14.04.101	Purpose.....	99
14.04.102	Applicability & Administration	99
14.04.103	Submittal of Façade.....	99
14.04.104	Design Definitions.....	100
14.04.105	Exterior Materials by Category.....	101
14.04.106	Exterior Colors	101
14.04.107	Design Standards for Residential Structures	101
14.04.108	Design Standards for Multi-Family Structures.....	104
14.04.109	General Design Standards for Non-Residential Structures	105

ZONING ORDINANCE

Table of Contents

14.04.110	Specific Design Standards for Non-Residential Structures Related to Building Height	107
14.04.111	Specific Design Standards for Industrial Structures	109
14.04.111	Specific Design Standards for Fueling Stations.....	110
PART TWO, LANDSCAPING & TREE PRESERVATION		
14.04.201	Landscaping General Administration	112
14.04.202	Landscaping Definitions.....	114
14.04.203	Landscape Plans.....	117
14.04.204	Landscape Standards	118
14.04.205	Approved Plant List.....	119
14.04.206	Residential Landscape Requirements.....	120
14.04.207	Non-Residential Landscape Requirements (including Multi-Family)	121
	(a) General Requirements	121
	(b) Interior Landscape Requirements.....	121
	(c) Perimeter Landscape Requirements.....	122
	(d) Enhanced Landscape Amenities.....	123
14.04.208	Roadway Landscape Easements & Buffers.....	123
14.04.209	Xeriscaping.....	124
14.04.210	Tree Preservation	125
14.04.211	Tree Mitigation	126
PART THREE, SCREENING WALLS & FENCES		
14.04.301	Screening, Generally	128
14.04.302	Screening, Residential Subdivision Walls	129
14.04.303	Screening, Multi-Family & Non-Residential.....	130
14.04.304	Screening Requirements for Specific Situations.....	130
14.04.305	Residential Fences	131
PART FOUR, PARKING & STACKING STANDARDS		
14.04.401	Parking Standards, Generally	134
14.04.402	Off-Street Parking Standards – SF-D Residential Districts	136
14.04.403	Off-Street Parking Standards – SF-A Residential Districts	136
14.04.404	Off-Street Parking Standards – Non-Residential & Multi-Family Districts	136
14.04.405	Parking Requirements per Land Use	137
14.04.406	Stacking Standards.....	138
14.04.407	Bicycle Parking	138
PART FIVE, LIGHTING STANDARDS		
14.04.501	Lighting Administration	140
14.04.502	General Requirements.....	140
14.04.503	Temporary Outdoor Lighting	142
14.04.504	Photometric Plan	142
14.04.505	Prohibited Lighting	142
14.04.506	Exemptions	143

ZONING ORDINANCE

Table of Contents

LIST OF TABLES**ARTICLE I GENERAL PROVISIONS**

Table 1	Current Zoning Districts.....	3
---------	-------------------------------	---

ARTICLE II ZONING DISTRICTS**PART ONE – DISTRICTS ESTABLISHED**

Table 1	Former & Current Zoning Districts	41
---------	---	----

PART TWO – RESIDENTIAL DISTRICTS

Table 1	SF-E, Single-Family Estate Development Standards	43
Table 2A	SF-R, Single-Family Detached Development Standards	44
Table 2B	SF-R, Single-Family Detached Minimum/Maximum Lot Percentages	44
Table 3	SF-A, Single-Family Attached Development Standards	45
Table 4	SF-M, Single-Family Manufactured Home Development Standards.....	46
Table 5A	OT-R, Old Town Residential Development Standards	46
Table 5B	OT-R, Affordable Housing Development Standards	50

PART THREE – MULTI-FAMILY DISTRICTS

Table 1	Setbacks & Landscape Buffers Adjacent to Single-Family	51
Table 2A	Multi-Family Parking Standards per Unit Type.....	51
Table 2B	Percentage of Enclosed or Structured Parking per MF Type.....	51
Table 3	Multi-Family Distance Between Structures	52

PART FOUR – NON-RESIDENTIAL DISTRICTS

Table 1A	Setbacks & Buffers Adjacent to Single-Family	55
Table 1B	Setbacks & Buffers Adjacent to Other than Single-Family Districts	55
Table 2	OT, Old Town Development Standards	60

PART FIVE – SPECIAL DISTRICTS

Table 1A	Dallas North Tollway Overlay Schedule of Permitted Uses	67
Table 1B	Dallas North Tollway Overlay Schedule of Prohibited Uses	68
Table 2	Dallas North Tollway Building Height	69
Table 3	Collin County Outer Loop Overlay Schedule of Prohibited Uses.....	72

ARTICLE III USE REGULATIONS

Table 1	Schedule of Uses, Residential Zoning Districts	74
Table 2	Schedule of Uses, Multi-Family & Non-Residential Zoning Districts	75
Table 3	Standards for Accessory Buildings.....	79

ARTICLE IV SITE DEVELOPMENT STANDARDS**PART ONE – ARCHITECTURAL DESIGN STANDARDS**

Table 1	Required Percentages of Exterior Materials for Single Family Homes.....	102
Table 2A	Exterior Materials for Multi-Family Structures.....	104
Table 2B	Required Percentages of Exterior Materials for Multi-Family.....	104
Table 3A	Exterior Materials for Commercial Structures	107
Table 3B	Required Percentages of Exterior Materials for Commercial Structures (3 or fewer stories)	107
Table 3C	Required Percentages of Exterior Materials for Commercial Structures (Big Box)	107
Table 4A	Exterior Materials for Commercial High-Rise Structures	109

ZONING ORDINANCE

Table of Contents

Table 4B	Required Percentages of Exterior Materials for Commercial High-Rise Structures (4 or more stories)	109
Table 5A	Exterior Materials for Industrial Structures.....	110
Table 5B	Required Percentages of Exterior Materials for Industrial Structures	110
PART TWO – LANDSCAPING & TREE PRESERVATION		
Table 1	Plant List	119
Table 2	Trees Required per Residential Lot	120
Table 3	Tree Valuation Schedule for Mitigation	126
PART FOUR – PARKING & STACKING STANDARDS		
Table 1	Required Parking Ratios	136

ARTICLE I – ADMINISTRATION
PART ONE - GENERAL PROVISIONS

Section 14.01.101Title & Purpose

- (a) **Title**. This Chapter shall be known and may be cited as the City of Celina’s “Zoning Ordinance.”
- (b) **Purpose**. The zoning regulations and districts as herein established have been made in accordance with an adopted Comprehensive Plan for the purpose of promoting the public health, safety, morals, and general welfare, and protecting and preserving places and areas of historical, cultural, or architectural importance and significance within the City. Given that the City of Celina is an area that has been designated with historical, cultural, and architectural importance and significance, the provisions herein apply.

The regulations herein are intended to lessen the congestion in the streets; to secure safety from fire, panic and other dangers; to ensure adequate light and air; to prevent the overcrowding of land and thus avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, wastewater treatment, schools, parks, and other public requirements. The regulations have been made with reasonable consideration, among other things, for the character of each zoning district and its particular suitability for the uses specified; and with a view to conserving the value of buildings and natural attributes, and to encourage the most appropriate use of land throughout the City.

Section 14.01.102Authority

This zoning Chapter is adopted under the authority of TEXAS LOCAL GOVERNMENT CODE Ch. 211, which is hereby made a part of this Chapter.

Section 14.01.103Jurisdiction & Application

- (a) The provisions of this Chapter apply to the use and development of all land within the incorporated limits of the City.
- (b) No buildings or structures, including signs and temporary structures, are allowed to be constructed within the City of Celina unless all applicable permits have been approved by the appropriate department and/or the governing body responsible for approving such permit.
- (c) No building or structure is allowed to be constructed within the extraterritorial jurisdiction (ETJ) of the City of Celina unless sufficient water pressure is available to support fire suppression systems, as may be required by the City or County Fire Code.
- (d) No person or entity shall erect, construct, alter, rehab, enlarge, or cause to happen, or proceed or continue with the erection or construction of any building or structure within the City in a manner that does not comply with this Chapter.

Section 14.01.104Compliance Required

- (a) **Compliance Hereafter**. All land, buildings, structures, or appurtenances thereon located within the City which are occupied, used, constructed, erected, removed, placed, demolished, or converted after the effective date of this Chapter shall be occupied, used, erected, altered, removed, placed, demolished, or converted in conformance with the zoning regulations prescribed for the zoning district in which such land or building is located, as hereinafter provided, or such shall be subject to penalties provided in Section 14.01.111, *Penalties & Enforcement* of this Chapter. All of the standards and regulations prescribed herein shall be considered as the base requirement unless explicitly stated otherwise.
- (b) **Conflicts with Other Regulations**. No uses shall be allowed that are prohibited by State or Federal law or that operate in excess of State or Federal environmental, pollution or performance standards as determined by the U.S. Environmental Protection Agency (EPA), Texas Air Control Board (TACB), Texas State Department of Health (TSDH), Texas Commission on Environmental Quality (TCEQ), Federal Aviation Administration (FAA), Federal Communications Commission (FCC), or any other applicable State or Federal agency, as the case may be.

- (c) **Restrictiveness.** Where the regulations imposed herein are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations that are more restrictive and impose higher standards are the requirements that shall govern, unless otherwise determined by the Director.
- (d) **Abrogation.** The provisions of these regulations are not intended to abrogate any easement, covenant, or other private agreement, provided that where the requirements of these regulations are more restrictive or impose higher standards or regulations than such easement, covenant, or other private agreement, the requirements of these regulations shall govern.
- (e) **Cumulative Effect.** The provisions of these regulations are cumulative and additional limitations upon all other laws and ordinances heretofore passed or which may be passed hereafter governing any subject matter set forth in the provisions of these regulations.
- (f) **Error Correction.** In the event that any property or Zoning District set forth on the Zoning District Map as provided in Section 14.01.107, *Official Zoning District Map* of this ordinance is misnamed, designated incorrectly, the boundaries are incorrect or the property is omitted, in part or in whole, the Zoning District Map may be amended administratively by the Director.
- (g) **Director Authority to Interpret the Zoning Ordinance.**
The provisions of this Chapter shall be administered by the Director of Development Services or his designee, who shall have the authority to make judgements regarding the interpretation of the regulations of the Zoning Ordinance that are deemed to meet the intent of the Chapter (See Section 14.01.204, *Development Services Director*, for more information regarding interpretation and decision-making).
- (h) **Setbacks, Yards, and Open Spaces.** No lot upon which a building has been erected shall later be so reduced in area that the setbacks, yards, and/or open spaces shall be smaller than those required by this Chapter, nor shall a part of a yard or other open space required by this Chapter for any building or lot be included as a part of a yard or other open space similarly required for another building or lot.
- (i) **Applications in Relation to Zoning.** No plat applicable to land that is located within the City limits must be submitted for approval until the area contained within the plat has been zoned for the proposed use of the property.
- (j) **Existing Uses.** All existing uses that may be nonconforming after the effective date of this Chapter must comply with Section 14.03.602, *Nonconforming Uses*.
- (k) **Establishment of Legal Nonconforming Status.** For purposes of interpretation of this section, any uses, structures and/or lots which in whole or part are not in conformance with current zoning standards shall be considered as follows:
 - (1) **Legal nonconforming.** Defined as those uses, structures, or lots that in whole or part are not in conformance with current zoning standards, but were legally established at a prior date at which time they were in conformance with applicable standards. Such uses, structures, or lots may be maintained or potentially altered subject to the provisions of Section 14.03.602, *Nonconforming Uses*.
 - (2) **Illegal status.** Those uses, structures, or lots which in whole or part are not in conformance with current zoning standards and were not in conformance with applicable standards at the time of their inception shall not be considered nonconforming, but shall be considered illegal uses, structures, or lots and shall not be approved for any alteration or expansion, and must undertake necessary remedial measures to reach conformance with current standards, or be discontinued.
 - (3) **Time of adoption.** Any use, platted lot, and/or structure is a lawful use at the time of the adoption of any amendment to this ordinance but by such amendment is placed in a district wherein such use, platted lot, and/or structure is not otherwise permitted shall be deemed legal nonconforming.
 - (4) **Annexation.** If a use, platted lot and/or structure was in existence at the time of annexation to the City and has since been in regular and continuous use shall be deemed legal nonconforming.

- (l) **Burden of Demonstrating Nonconformance.** The burden of establishing that any nonconformity is a legal nonconformity as defined in this subsection shall be borne by the owner or proponent of such nonconformity.
- (m) **Characteristic of the Land.** Zoning is considered to be a characteristic of the land rather than a characteristic of the landowner. Zoning cannot be bought nor sold separate from the land and its improvements.

Section 14.01.105Document Rules of Construction

The language set forth in these regulations shall be interpreted in accordance with the following rules of construction:

- (a) **Number.** The singular number includes the plural and the plural the singular.
- (b) **Tense.** The present tense includes the past and future tenses and the future the present.
- (c) **Mandatory & Permissive Language.** The words "shall" and "must" are mandatory while the words "may" and "should" are permissive (i.e. optional).
- (d) **Gender Terms.** The masculine gender includes the feminine and neuter.
- (e) **Parentheses.** Any word appearing in parentheses directly after a word herein defined shall be construed in the same sense as the first word.
- (f) **Conflicts.** If there is an expressed conflict:
- (1) The text of this ordinance controls over the charts or any other graphic display in this ordinance;
 - (2) The use regulations control over the district regulations in this ordinance; and
 - (3) The Director shall make the final determination to resolve any conflict.

Section 14.01.106Zoning Districts Established

The following zoning districts are established and are applied to property with the City as set forth on the Official Zoning District Map.

ARTICLE I, TABLE 1 ZONING DISTRICTS	
SF-E	Single-Family Residential Estate District
SF-R	Single-Family Residential Detached District
SF-A	Single-Family Residential Attached District
SF-M	Single-Family Residential Manufactured Home District
MF-1	Multi-Family Garden Style District
MF-2	Multi-Family Urban Edge District
MF-3	Multi-Family Urban Living District
CF	Community Facilities District
C	Commercial, Office, & Retail District
I	Industrial District
AG	Agricultural District
MU	Mixed-Use District
PD	Planned Development District
PRO	Preston Road Overlay District
DNTO	Dallas North Tollway Overlay District
CCO	Collin County Outer Loop Overlay District
OT	Old Town District

Section 14.01.107Official Zoning District Map

- (a) **Division into Zoning Districts.** The City is hereby divided into zones, or districts, and the boundaries of zoning districts set out herein are delineated upon the zoning district map of the City, which may also be cited as the "Zoning Map," said map being adopted as a part of this Chapter as fully as if the same were set forth herein in detail. The Official Zoning District Map shall be maintained by the City and published online.
- (b) **Zoning Map Changes/Amendments.** Any changes or amendments made to the zoning district boundaries shall be made on the Zoning District Map promptly after the amendment has been approved by the City Council.

- (c) **Errors in the Zoning District Map.** Any administrative or drawing error on the Official Zoning District Map may be corrected by the Director.

Section 14.01.108Zoning District Boundaries

- (a) **Boundary Delineations.** The zoning district boundary lines shown on the State or Federal are usually along streets, alleys, property lines, or extensions thereof. Where uncertainty exists as to the boundaries of districts as shown on the zoning district map, the following rules shall apply:
- (1) **Centerlines.** Boundaries indicated as approximately following the centerlines of streets, highways, railroads, or alleys shall be construed to follow such centerlines. However, zoning exhibits shall show the zoning only to the edge of property.
 - (2) **Platted lot lines.** Boundaries indicated as approximately following lot lines shall be construed as following such lot lines.
 - (3) **City limits.** Boundaries indicated as approximately following City limits shall be construed as following City limits.
 - (4) **Riverbank lines.** Boundaries indicated as following riverbank lines shall be construed to follow such riverbank lines and in the event of change in the riverbank line shall be construed as moving with the actual riverbank line; boundaries indicated as approximately following the centerlines of streams, rivers, lakes, or other bodies of water shall be construed to follow such centerlines.
 - (5) **Natural features.** Boundaries indicated as parallel to or extensions of feature indicated in subsections (1) through (4) of this section shall be so construed. Distances not specifically indicated on the official zoning map shall be determined by the scale of the map.
 - (6) **Vacated public way.** Whenever any street, alley, or other public way is vacated by an official action of the City Council, the adjacent zoning district designation shall be assigned to the centerline of the abandoned right-of-way.
 - (7) **Boundary as a condition of zoning approval.** The zoning classification applied to a tract of land adjacent to a street shall extend to the centerline of the street, unless as a condition of zoning approval, it is stated that the zoning classification shall not apply to the street.
 - (8) **Interpretation.** Where physical or cultural features existing on the ground are at variance with those shown on the official zoning map or in other circumstances not covered by subsections (1) through (7) of this section, the Director shall interpret the district boundaries.

Section 14.01.109Fees

- (a) The City Council shall establish a schedule of fees, charges, and expenses, and a collection procedure for building permits, certificates of zoning compliance, appeals, and other matters pertaining to this Chapter. The Master Fee Schedule shall be publicly available and may be altered or amended only by the City Council.
- (b) No permit, certificate, special exception, or variance shall be issued unless or until such costs, charges, fees, or expenses have been paid in full, nor shall any action be taken on proceedings before the Board of Adjustment unless or until preliminary charges and fees have been paid in full.
- (c) The City incurs the costs whether or not an applicant is successful in the request for a change in zoning. Therefore, the fee is not refundable to an applicant in the event a change in zoning or other plan is not approved.
- (d) If the applicant for a permit has not paid all amounts then due and outstanding to the City (other than amounts for ad valorem taxes) directly related to any project, including, without limitation, the payment of any amounts secured by liens filed against any property by the City and fines owed by the owner, the City shall not issue any permit of any kind until the liens, fines, or fees against the applicant are paid in full, including any interest owed to the City.

Section 14.01.110Severability and Repealer

- (a) **Severability.** Should any section or provision of this Chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

- (b) **Repealer.** All ordinances or parts of ordinances in conflict with any of the provisions of this Chapter are hereby repealed insofar as the same are in conflict with the provisions hereof.

Section 14.01.111Penalties and Enforcement

- (a) Violation of the provisions of this Chapter or failure to comply with any of its requirements shall constitute a misdemeanor. Any person who violates this Chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined a sum not to exceed two-thousand dollars (\$2,000). Each day such violation continues shall be considered a separate offense.
- (b) The owner or tenant of any building, structure, premises, or part thereof, and any architect, banker, attorney, engineer, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.
- (c) Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 14.01.112Effective Date

This ordinance shall become effective after its passage and publication as required by State law and the City Charter.

Section 14.01.113Definitions & Interpretation

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. If a word used within the Zoning Ordinance is not hereby defined, the normal interpretation of the Director shall suffice in determining its meaning.

Section 14.01.114Land Use Definitions

Agricultural Use, Commercial. A tract of land for which the primary purpose is the growing of farm products, vegetables, fruit, trees, or grain for wholesale or retail distribution, and may include facilities to process, store, wrap, and ship such items for market for commercial gain. An office or residence may be sited on the tract, but its use is secondary to the raising, growing, production, and distribution of the product or products for which the farm or ranch is engaged.

Agricultural Use, Private. An area of land for which the growing of farm products, vegetables, fruit, trees, and grain and for the raising thereon of poultry or farm animals such as horses, chicken, cattle, goats, and sheep is a secondary or incidental use to the residence. This definition excludes the commercial feeding of offal or garbage to swine or other animals and excludes any type of agriculture or husbandry specifically prohibited by ordinance or law. This definition also excludes any corporate farm or production facility, professional ranch, stable, garden, or orchard, as defined above.

Airport, Heliport, or Landing Field. A facility designed for the landing and take-off of fixed wing or rotary aircraft usually equipped with hangars, facilities for refueling and repair, and various accommodations for pilots and passengers. (See Section 14.03.301(a), *Airport/Helipad/Heliport* for regulations)

Alcohol Sales. The following land uses refer to the sale and/or consumption of alcoholic beverages. All businesses and entities must adhere to the requirements of the Texas Alcoholic Beverage Code, as it exists or may be amended.

- *Alcohol Sales, Primary Use.* An establishment principally for the sale and consumption of alcoholic beverages on the premises. (See Section 14.03.301(b), *Alcohol Sales* for regulations)
- *Alcohol Sales, Secondary Use.* An establishment allowing the sale and consumption of alcoholic beverages on the premises but incidental to the principal use, such as a restaurant, hotel, or conference center.
- *Brewpub, Primary Use.* An establishment principally for the on-site brewing of beer occurs as well as tasting and/or retail sales. (See Section 14.03.301(b), *Alcohol Sales* for regulations)
- *Brewpub, Secondary Use.* An establishment allowing the sale and consumption of alcoholic beverages brewed on the premises but incidental to the principal use, such as a restaurant, hotel, or conference center.
- *Liquor Store.* A facility for the sale of beer, wine, and/or liquor not for on-premises consumption.
- *Winery, Brewery & Retail Sales.* An establishment that produces, bottles, markets, or sells wine or other alcoholic products to the general public.
- *Winery, Brewery & Distillery Production.* A manufacturing or bottling plant that produces or combines alcoholic

products such as wine, beer, ale, or liquor for sale.

Alternative Energy Systems.

- *Solar Devices & Systems.* A solar panel or device is a structure that is intended to capture the light from the sun and transfer that energy to electricity for general use. (See Section 14.03.401(a), *Alternative Energy Source - Solar* for regulations)
- *Wind Energy Conversion System (WECS).* Any mechanical device, such as a wind charger, windmill, or wind turbine, which is designed to extract kinetic energy from the wind and converts or stores it for practical use or a form of usable energy. (See Section 14.03.401(b), *Alternative Energy Source - Wind* for regulations)

Alternative Financial Services. A check cashing business, payday advance or loan business, money transfer business, or car title loan business. (See Section 14.03.301(c), *Alternative Financial Services* for regulations)

- *Car Title & Loan Services.* An establishment that makes small consumer loans that leverage the equity value of a car or other vehicle as collateral where the title to such vehicle is owned free and clear by the loan applicant and any existing liens on the car or vehicle cancel the application. The loan terms are often for 30 days and failure to repay the loan or make interest payments to extend the loan allows the lender to take possession of the car or vehicle. This excludes state or federally chartered banks, savings and loan associations or credit unions engaged primarily in the business of making longer term loans and which make loans that leverage the total equity value of a car or vehicle as collateral.
- *Check Cashing Business.* An establishment that provides to the customer an amount of money that is equal to the face of the check or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, and where there is an agreement not to cash the check or execute an electronic transfer of money for a specified period of time, the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose for compensation by any person or entity other than a retail seller engaged primarily in the business of selling consumer goods, including consumables to retail buyers, that cashes checks or money orders or issues money orders or money transfers for a minimum flat fee as a service that is incidental to its main purpose or business. This definition excludes a state or federally chartered bank, savings and loan association or credit union, grocery store or gas station, so long as the gas station does not handle more than 100 such transactions within any calendar month.
- *Payday Advance or Loan Business.* An establishment that makes small consumer loans, usually backed by postdated check or authorization to make an electronic debt against an existing financial account, where the check or debit is held for an agreed-upon term, or until an applicant's next payday, and then cashed unless the customer repays the loan to reclaim such person's check.
- *Bank, Savings and Loan or Credit Union.* An establishment, open to the public, for the deposit, custody, loan, exchange or issue of money, the extension of credit, and/or facilitating the transmission of funds and that is typically licensed by the appropriate state or federal agency as a bank, savings and loan association, or credit union. This includes businesses' activities listed under SIC Codes 60 and 61, but excludes check cashing businesses, payday advance/loan businesses and car title loan businesses.

Alternative Retail Services. Any shop or store that sells items or services that may be considered to be not in the best interest of the public health, safety, morals, and general welfare. (See Section 14.03.301(d), *Alternate Retail Services* for regulations)

- *Body Art Studio.* A business establishment that provides services include tattooing and/or body piercing. Tattooing shall mean the placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. Tattoo also includes permanent cosmetics, such as eye or lip liner. Body piercing shall mean the creation of an opening in an individual's body, other than ear piercing, to insert jewelry or other decoration.
- *Cannabidiol Shop (CBD Shop).* A business establishment for which more than fifty percent (50%) of sales are derived from the retail sale of products related to or derived from CBD oil (cannabidiol) or hemp. This includes, but is not limited to, oils, vitamins, supplements, food, personal care, and garments.
- *Cigar Shop.* A business establishment in which cigars are bought, stored, and/or consumed.
- *Head Shop.* A business establishment that sells paraphernalia that supports the ingestion, inhalation, or

consumption of illegal drug products.

- *Hookah Shop.* A business establishment that sells devices designed for the on-site consumption of tobacco, cigarette, and nicotine-enriched products that may induce an altered state.
- *Smoke Shop.* A business establishment that sells tobacco or electronic cigarette/vaping products and their associated paraphernalia other than cigars.

Amenity Center. A recreational facility, including, but not limited to, clubhouse, swimming pool, play area, operated for the exclusive use of private residents or neighborhood groups and their guests, and not the general public.

Animal Shelter. A public or private facility for the enclosure of animals, especially stray, abandoned or unlicensed pets, with the intention of animal adoption.

Arcade. An establishment or public area containing mechanical or electronic games of chance, such as pinball, skeeball, or video games that are appropriate to be played by a customer of any age for a fee or token. See also "Commercial Amusement, Indoor."

Assembly Uses, Churches & Houses of Worship. A building or structure for the gathering together of persons for purposes religious functions, including but not limited to churches, synagogues, and mosques. For the purpose of this Zoning Ordinance, Bible study and other similar educational or day care activities that occur in a person's primary residence shall be excluded from this definition.

Assembly Uses, Other. A building or structure for the gathering together of persons for purposes of civic, social, or educational functions, including but not limited to event centers, convention centers, fraternal lodges, Elks, Masons, labor unions, and other meeting places of like-minded people for a particular function.

Athletic Stadium or Field. A field and/or structure owned and operated by the City and/or a local independent school district used for sporting events with associated spectator seating. The stadium may include other accessory buildings such as offices, food service or catering facility, and dressing rooms/showers.

Automated Teller Machine (ATM), Off-Site. An unmanned, freestanding structure that performs banking financial functions at a location that may be separate from the controlling financial institution.

Automobile Uses. For the purposes of this Ordinance, the word "automobile" shall encompass autos, pick-up or "light load" trucks, passenger vans, or any other vehicle that is self-propelled, other than boats and motorcycles.

- *Automobile Repair, Major.* A building or portion thereof whose principal use is for the repair, servicing, equipping, or maintenance of motor vehicles or motor vehicle components, including engines, radiators, starters, transmissions, brakes, tires and wheels, seats and similar components that may require overnight outdoor storage of vehicles awaiting or under repair, if screened in compliance with all applicable regulations. General repair or reconditioning of engines, air-conditioning systems, and transmissions for automobiles; wrecker or towing service with on-site storage of vehicles; collision services including body, frame, or fender straightening or repair; customizing; painting; vehicle steam cleaning; tire retreading; insurance estimations with on-site storage; undercoating and rust proofing, and other similar uses.
- *Automobile Repair, Minor.* A daytime retail operation wherein the sale, installation, and/or inspection of tires, batteries, brakes, and other related minor parts or accessories is carried on; specifically intended to exclude major automotive repair and overnight outdoor storage of vehicles awaiting or under repair.
- *Automobile Sales, Accessories Only.* A retail shop that sells parts or accessories for vehicles that does not include installation of said parts.
- *Automobile Sales, New.* Retail sales or leasing of new automobiles, light load vehicles, or boats and may include used automobile sales, repair, and storage as a secondary use within this definition.
- *Automobile Sales, Used.* Retail sales or offering for sale of used vehicles.
- *Automobile & RV Storage.* The storage on a lot or tract of operable motor vehicles for holding such vehicles for sale, distribution, or storage.
- *Automobile Parking Garage.* A multi-level structure designed for the parking or storage of vehicles.
- *Automobile Parking Lot.* An off-street, ground level area paved in accordance with the City of Celina parking lot standards, for the short- or long-term storage of motor vehicles.
- *Automobile Wash, Full Service.* A facility where a customer may have vehicles washed in exchange for financial remuneration. This definition generally includes detailing of the vehicle and may include other services, such as

leather or upholstery cleaning.

- *Automobile Wash, Secondary Use.* A facility for the washing of motor vehicles, including a self-service operation, operated in conjunction with another primary use, such as a fueling station or convenience store.
- *Automobile Wash, Self Service.* A facility, typically coin operated, used by the customer to wash automobiles and other vehicles.

Bank, Savings & Loan, or Credit Union. An establishment for the custody, loan, exchange, or issue of money, the extension of credit, or facilitating the transmission of funds and not to be considered the same as “alternate financial services.”

Batch Plant, Permanent. A permanent manufacturing facility for the production of concrete or asphalt and includes the storage of those elements that make up concrete and asphalt.

Batch Plant, Temporary. A temporary manufacturing facility for the on-site production of concrete or asphalt during construction of a project, and which is removed when the project is completed. Following removal, the tract shall be returned to its previous condition. (see Section 14.03.501(a), *Batch Plants, Temporary* for regulations)

Building Material & Hardware Sales, Major. An establishment for the sale of materials customarily used in the construction of buildings and other structures, including outside storage or display of materials or merchandise and may include the rental of construction tools, vehicles, or heavy equipment.

Building Material & Hardware Sales, Minor. An establishment for the sale of materials customarily used in the construction of buildings and other structures, without any outside storage or display of materials or merchandise.

Campground or RV Park. Any area that is designed for occupancy by transients using tents, mobile trailers, or recreational vehicles for temporary sleeping purposes. A tract of land on which two (2) or more campsites are located, established, or maintained as temporary living quarters for recreation, education or vacation purposes.

Caretaker's or Guard's Residence. A residence located on premises with a main nonresidential use and occupied only by a caretaker or guard, and his/her family, employed on the premises.

Carnival or Circus. A traveling show or exhibition, sometimes housed in tents that has no permanent structure or installation and may include restaurants and retail shops incidental to the use.

Catering, Commissary. A facility that is the home-base for restaurant-equipped vehicles that serve as mobile food vendors. The commissary also is also used for the storage and partial production of food items that are delivered to customers by the mobile food vendor away from the commissary location itself.

Catering, Sales & Service. A business that offers food and drink for consumption elsewhere.

Cemetery. A cemetery is a place designed for the burial of the dead.

Child Care. The following land uses refer to childcare uses and are subject to the regulations of the State of Texas Department of Family and Protective Services (DFPS). For the purposes of this Zoning Ordinance, “child care” also includes adult day care.

- *Child Care Center, Primary Use.* A facility that is licensed to care for children at a location other than the permit holder's primary residence and includes pre-school educational centers, such as Montessori or other educational childcare.
- *Child Care Center, Secondary Use.* A place designed for the care of children belonging to employees and/or patrons of the primary use, whether it be commercial, religious, or not-for-profit. The center or space shall be completely contained within the primary use, such as a fitness center, office complex, or other facility that provides childcare for its employees or patrons.
- *Child Care Center, In-Home.* The provision of regular childcare within the permit holder's home.

Church. See “Assembly Uses.”

Clinic, Animal (no outside runs). An animal medical facility designed for immediate and short term care (i.e. not requiring the animal to be boarded or kept within the facility overnight), for diagnosis and treatment of household pets including, but not limited to, dogs, cats, and birds.

Clinic, Animal (with outside runs). A facility for diagnosis, treatment, or hospitalization of household pets including, but not limited to, dogs, cats, birds, and horses.

Clinic, Emergency Care Facility. A public or private, profit or nonprofit facility for the reception and treatment of outpatients who are physically or mentally ill, injured, handicapped, or otherwise in need of diagnosis, treatment, and care.

Clinic, Medical Lab. Offices for one or more physicians, surgeons, or dentists engaged in conduct the testing of blood and other tissue samples for the purpose of diagnosis of diseases or creating medical-related devices/equipment.

Collection Site. A collection site is a weatherproof structure, including, but not limited to, an empty semi-trailer container, that is manned at specific hours for the collection of used items.

College, University, or Trade School. An institution established for educational purposes offering courses for study beyond the secondary education level, including trade schools and commercial schools offering training or instruction in a trade, art, or occupation.

Commercial Amusement, Indoor. A facility providing for indoor recreational activities, services, amusements, and instruction, usually for an admission fee. Uses may include, but are not limited to, bowling alleys, ice or roller-skating rinks, bingo parlors, amusement arcades, or practice areas.

Commercial Amusement, Outdoor. A facility providing for outdoor recreational activities, services, amusements, and instruction for an admission fee, including, but not limited to, batting cages, miniature golf, go-kart tracks, and carnivals.

Communications Antenna. An instrument or device designed for transmitting or receiving any portion of the radio, microwave, or electromagnetic spectrum. (See Sections 14.03.301(e), *Communications Antenna Towers – Residential* and 14.03.401(c), *Communications Antenna Towers – Non-Residential* for regulations)

Communications Antenna Support Structure. Any tower, mast, pole, tripod, box frame, or other structure utilized for the purpose of transmission, retransmission, and/or reception of electromagnetic, radio, television, or microwave signals and used for commercial broadcasting or telecommunication purposes. This definition shall also include a satellite dish exceeding twelve (12) feet in diameter and a microwave-transmitting tower. All radiating equipment must comply with Federal Communications Commission (FCC), Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), and all other applicable State and Federal regulatory agency requirements and guidelines for human safety, as they exist or may be amended. Definition includes ancillary ground equipment.

Construction Yard, Field Office, Temporary. A building, structure, or storage/assembly yard used in conjunction with a development project for housing temporary supervisory or administrative functions related to development, construction, or the sale of real estate properties within the development and subject to removal at completion of construction. A facility used for the temporary office and material storage in connection with a project under construction or remodel. (See Section 14.03.501(b), *Construction Yard & Field Office, Temporary* for regulations)

Donation Bin/Collection Site. An unmanned, free-standing structure that is designed to receive certain goods that include, but are not limited to, recycling items, clothing and household items, library books and donations, that may be located outside of or separate from the primary structure. (see Section 14.03.401(d), *Donation Bins/Collection Sites* for regulations)

Dwelling. Any building or portion thereof, which is designed or used as living quarters for one or more families, including single family and multi-family buildings, but not including motels, inns, or hotels.

- *Dwelling, Accessory Unit.* A second dwelling unit on certain single-family lots that is a secondary use to the primary home.
- *Dwelling, Boardinghouse or Rooming House.* A building other than a hotel where lodging and/or meals are provided for compensation.
- *Dwelling, Duplex.* A building containing two (2) single-family dwelling units on a single platted lot that are totally separated from each other by an unpierced firewall from basement to roof. A detached building arranged, intended or designed for occupancy by two families. Currently classified as “single family attached.”
- *Dwelling, Factory-Built Home.* Any manufactured single-family mobile home constructed prior to June 15, 1976. (See also Dwelling, HUD Code Manufactured Home)
- *Dwelling, HUD Code Manufactured Home.* A HUD-code compliant single-family structure constructed after June 15, 1976, designed for long-term residential use that is constructed elsewhere and is moved from the factory or sales location to its permanent site. (See also Dwelling, Factory-Built Home)

- *Dwelling, Live-Work.* A dwelling unit that contains, to a limited extent, a separate commercial component with residential quarters above or behind the commercial use.
- *Dwelling, Mobile Home.* Any manufactured single-family mobile home constructed prior to June 15, 1976. (see Section 14.03.401(h), *Manufactured Home Replacement* for replacement regulations.)
- *Dwelling, Model Home.* A single family dwelling in a developing subdivision located on a legal lot of record that is limited to temporary use as a sales office for the subdivision and to provide an example of the dwellings which have been built or which are proposed to be built in the same subdivision. (see Section 14.03.501(c), *Model Home, Temporary* for regulations)
- *Dwelling, Multi-Family.* Any building or portion thereof, which is designed, built, rented, leased, or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or place of residence by three or more families living in independent dwelling units. Though residential in use, it is considered a commercial development in regards to and application of development standards and regulations. A building containing three (3) or more dwelling units on a single lot or tract designed to be occupied by three (3) or more families living independent of one another.
- *Dwelling, Patio Home.* A dwelling on a separate lot with open space setbacks on at least three sides. Currently classified as “single family attached.”
- *Dwelling, Single-Family, Attached (i.e. Townhome, Patio Home).* A structure containing three (3) or more dwelling units with each unit designed for occupancy by one household and each unit attached by a common firewall.
- *Dwelling, Single Family, Detached.* A building containing one (1) dwelling unit, not attached to any other dwelling by any means and is surrounded by open space or yards. A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract and have no physical connection to a building located on any other separate lot or tract.

Dwelling, Senior Living. The following definitions relate to those residences and businesses that are designed to provide housing for adults primarily over the age of 55.

- *Dwelling, Senior Living, Independent Living.* A single family home, either attached or detached, or a multi-family facility in which adults generally over the age of 55 live in relative independence.
- *Dwelling, Senior Living, Assisted Living Facility.* A private facility that provides care for chronically ill, aged, or disabled persons who need health supervision and related care not including hospital care. Such facility is designed for older adults who need some assistance with daily living, including but not limited to the production and serving of meals, assistance with shopping, management of medications, and personal grooming. Typically, the resident occupies a room or suite of rooms and eats the majority of meals communally.
- *Dwelling, Senior Living, Advanced Care.* A facility that provides advanced nursing care, memory care, dementia care, hospice care, or any level of care that clearly exceeds those provided in an “assisted living” facility.

Electrical Power Generating Plant. All equipment, fixtures, and property operated or maintained in connection with the production of electricity and transmission of electricity produced.

Electrical Substation. A location for transforming electricity prior to the distribution of electricity to individual customers.

Entertainment Venue. A location in which concerts, rodeos, sports events, or other large-scale entertainment types can be housed (e.g. auditorium, arena, natatorium, football stadium, etc.)

Fairgrounds/Exhibition Area. An area that may include structures for the exhibition of, rodeos, conventions, and similar special events.

Farmers Market. An area containing individual vendors who offer fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey for sale. This definition does include the sale of meat, fish, poultry, eggs, refrigerated dairy products, or home canned or packaged items when the proper health rules and regulations are followed and/or health permit obtained.

Funeral Home/Mortuary. A place for the storage of human bodies prior to their burial, or a building used for the preparation of the deceased for burial and the display of the deceased and ceremonies connected therewith before burial, but does not allow the cremation of human remains.

Funeral Home/Mortuary with Crematorium. A place for the storage of human bodies prior to their burial or cremation, or a building used for the preparation of the deceased for burial or cremation, where cremation occurs within the building, with or without space for ceremonies connected therewith before burial or cremation.

Gas Pumps/Fuel Sales. A retail fuel sales facility selling fuel for motor vehicles including, but not limited to, automobiles, motorcycles, buses, or recreational vehicles with no ancillary services such as vehicle service, vehicle repair, or sale of items other than fuel. The fueling or gasoline station may be attended or automated.

Golf, Tennis, or Country Club (Private). An area containing a golf course, polo facilities, tennis facilities, and a clubhouse and available only to private members; such a club may contain adjunct facilities such as private club, dining room, swimming pool, retail sales, and similar recreational or service facilities.

Greenhouse or Nursery, Retail. A facility for the outside display of plants offered for sale and may include an indoor component.

Greenhouse or Nursery, Wholesale. A large-scale facility or farm used for the growing of plants, trees, shrubs, flowers, or other natural products for the wholesale market and may include an indoor component.

Group Home. The following land uses relate to the overall category of “group home” where several unrelated individuals live together in a single-family residence or multi-family facility, is licensed by the state, and is designed to provide resident services to individuals who are physically handicapped, mentally ill, mentally retarded, or developmentally disabled. For the purposes of this section, mental illness and developmental disability shall not include illegal use of or addiction to a controlled substance or other criminal behavior.

- *Foster Family Home.* Per the definition of the Department of Family and Protective Services (DFPS) or as amended by the DFPS, a foster family home is a residence whereby designated foster parents are licensed to provide long-term care for children.
- *Group Home.* An adult and/or child care facility, licensed by the state, designed to provide resident services to individuals who are physically handicapped, mentally retarded, or developmentally disabled, but does not provide services to individuals with psychiatric, addiction, substance abuse or who exhibit criminal behavior.
- *Group Home, Senior Assisted Living.* A facility located in a private residential home designed for older adults who need or desire moderate assistance with daily living, including but not limited to the production of meals, assistance with shopping, management of medications, and personal grooming.
- *Halfway House.* A residential facility providing shelter, supervision and residential rehabilitative services for persons who have been inmates of any county, state or federal correctional institution and released and require a group setting to facilitate the transition to a functional member of society.

Gun or Archery Range, Indoor. Any indoor facility open to the public and occupying all or a portion of a building where firearms are discharged or arrows are shot for either testing or recreation purposes. Such business shall be constructed to limit noise by installing adequate acoustic barriers.

Gunsmith. A retail establishment for the sale and service of firearms and related items.

Gymnastics/Dance Studio/Martial Arts Studio. A building or portion of a building used as a place of work for a gymnast, dancer, or martial artist or for instructional classes in gymnastics, dance, martial arts, or similar activity.

Health/Fitness Center. A facility that promotes physical fitness, weight control, exercise, and personal improvement that may also include massage or swimming.

Heavy Machinery Sales, Service, & Storage. A retail or wholesale facility that sells, services, and stores heavy machinery such as farm equipment, construction vehicles or equipment, dredging equipment, paving equipment, etc.

Helipad. A place, typically on the roof of a hospital or a small ground area, where helicopters may land and take off, but without any service or fueling capabilities. (See Section 14.03.301(a), *Airport/Helipad/Heliport Regulations* for regulations)

Home Occupation. An occupation, which is secondary to the primary use of a dwelling as a residence, conducted on residential premises by the occupant of the residence. Home occupations shall be subject to the conditions set forth in Section 14.03.401(e), *Home Occupation Regulations*. Any activity carried out for personal gain in a dwelling unit by a resident of the premises, which occupation is secondary to the residential purpose of the premises.

Hospital. An institution or place where sick or injured patients are provided medical or surgical care.

Hotel. The following land uses refer to a building or group of buildings designed as a temporary abiding place where customary services are provided for a fee.

- *Hotel, Bed & Breakfast.* An owner-occupied private home that offers lodging for paying guests not to exceed one week in duration, and which serves breakfast to these guests and which contains one or more guest bedrooms. (See Section 14.03.401(f), *Hotel Regulations, Bed & Breakfast/Short Term Rentals* for regulations)
- *Hotel, Extended Stay (also called "Residence Hotel").* A building or group of buildings used as a temporary dwelling place for individuals in exchange for financial consideration where customary hotel services such as linen, housekeeping service, and telephone access are provided. Residence Hotel room units are designed to be suitable for long-term occupancy, with financial consideration typically being calculated on a weekly and/or monthly basis. Typical Residence Hotel attributes include, but are not limited to, kitchen facilities, and external doorways into room units. (See Section 14.03.301(f), *Hotel Regulations, Extended Stay* for regulations)
- *Hotel, Full-Service.* A full service hotel is defined as a top tier hotel in terms of amenities and service provided to its clientele. (See Section 14.03.401(g), *Hotel Regulations, Full-Service* for regulations)
- *Hotel, Limited Service.* A limited service hotel provides travelers an economical choice with fewer amenities than a full service hotel. (See Section 14.03.301(g), *Hotel Regulations, Limited Service* for regulations)
- *Hotel, Short-Term Rentals.* An owner-occupied home or unit that is listed on a web-based service for the temporary rental of the entire home/unit or certain rooms within the home/unit. (See Section 14.03.401(f), *Hotel Regulations, Bed & Breakfast/Short Term Rentals* for regulations)
- *Motel.* A facility offering short-term overnight lodging accommodations on a daily rate to the general public and defined as having direct access to individual guest rooms from the parking area or outside balconies.

Household Appliance Service & Repair. A retail establishment where household appliances are serviced and repaired on site. May also include sales of household appliances.

Kennel, Indoor. A fully air-conditioned establishment where domesticated animals are housed, groomed, bred, boarded, trained, or sold for commercial purposes that does not include outside pens or runs.

Kennel, Outdoor. A fully air-conditioned establishment where domesticated animals are housed, groomed, bred, boarded, trained, or sold for commercial purposes that includes outdoor pens or runs.

Lab, Equipment Manufacturing. A facility that produces or assembles equipment.

Lab, Scientific or Research (non-hazardous). A facility that conducts research in order to promote the general base of knowledge or to create new or improved products.

Landfill. A place where trash and garbage may be taken to be worked into the earth for recycling or decomposition.

Laundry/Dry Cleaning. The following definitions relate to the cleaning of garments, fabrics, rugs, uniforms, draperies or other similar items by persons other than the owner.

- *Laundry/Dry Cleaning, Commercial.* An industrial plant for cleaning garments, fabrics, rugs, uniforms, draperies or other similar items on a commercial or bulk basis.
- *Laundry/Dry Cleaning, Pickup Station.* A facility that only receives and dispenses laundry and dry cleaning that has been processed in bulk by a commercial laundry or dry cleaning facility located elsewhere.
- *Laundry/Dry Cleaning, Self-Service.* A facility for washing and/or dry cleaning garments and similar items where typically the customer supervises and handles the cleaning of his/her garments and items, such as a laundromat, but located at a separate facility for a fee.
- *Laundry/Dry Cleaning, Small Custom Shop.* A retail establishment for the cleaning of individual garments, fabrics, rugs, draperies or other similar items on the premises, which may include minor garment repair.

Machine/Welding Shop. A facility in which materials are processed by machining, cutting, grinding, welding, etc.

Manufactured/Mobile Home Display & Sales. The offering for sale, storage, or display of trailers, HUD-Code manufactured homes, or mobile homes on a parcel of land but excluding the use of such facilities as dwellings either on a temporary or permanent basis.

Manufacturing & Industrial Uses, Heavy. A facility that involves assembly and fabrication activities with the use of machines, tools, and labor to make items for use or sale and typically requires access to major highways and/or other means of transporting goods such as railroad lines. May also include warehousing, research & development,

wholesaling operations with relatively infrequent customer or client visits, and may include related office and shipping areas. Heavy industry involves one or more characteristics such as large and heavy products; large and heavy equipment and facilities (such as heavy equipment, large machine tools, and spacious buildings); or complex and numerous processes. The labor for heavy industry is generally highly skilled. Examples of heavy industry include, but are not limited to, steel manufacturing, automotive assembly, machine tool design and construction, boat or aircraft manufacturing, and power plants.

Manufacturing & Industrial Uses, High Risk. Any manufacturing or industrial use which is determined to be of special health or safety hazard due to excessive and/or toxic fumes, smoke, gas, dust, odors, noise, vibration, or danger from fire, explosion, or radiation and involves materials meeting the “degree of hazard-4” criteria of the International Fire Code in quantities deemed to be hazardous by the Fire Chief.

Manufacturing & Industrial Uses, Light. A facility that involves assembly and fabrication activities and the use of machines, tools, and labor to make items for use or sale. May also include warehousing, research & development, and wholesaling operations with relatively infrequent customer or client visits, and may include related office and shipping areas. Light Industry is often assembly-based and is typically consumer-oriented (i.e., most light industrial products are sold to retail stores or end users rather than as intermediate parts for use by other industries). Light industry will have fewer environmental impact than those associated with heavy industry. Light industry may employ lower skilled employees with only moderate training and often employ large numbers of people. Light industries require a relatively low amount of raw materials, space for assembly, and power. Examples of light industry include, but are not limited to, plastic items, clothing, shoes, foods, beverages, personal care products, home care products, cosmetics, drugs, furniture, consumer electronics, and home appliances.

Mausoleum. A mausoleum is a building with places for the entombment of the dead that may or may not be above ground.

Media Studio. A facility where the production, editing, storage, and/or transmittal of audio/visual media occurs, including, but not limited to, a TV studio, a radio studio, and a production or editing facility.

Mini-Warehouse/Self Storage. A building containing separate, individual self-storage units for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within any individual storage unit.

Mobile Food Vendor, Temporary. Any person or person who operates and sells food from a stationary cart or trailer mounted on a chassis, for a period of fifteen (15) calendar days or more per year. Stationary mobile food vendors include, but are not limited to, sno-cone stands, hot-dog carts, and ice-cream carts. Any similar facility that operates for fourteen (14) calendar days or less shall be considered a “temporary food establishment” as defined by the City Health Ordinance, as it exists or may be amended. (See Section 14.03.501(g), *Seasonal Sale Regulations*)

Motorcycle Sales & Service. A facility that sells, leases, and services motorcycles, usually defined as two-wheeled, self-propelled vehicle having one or two saddles or seats, and may have a sidecar attached. For purposes of this Chapter, motorbikes, motor scooters, mopeds and similar vehicles are classified as motorcycles.

Municipal Uses Operated by the City of Celina. Any structure, park, open space, or roadway owned and/or operated by the City of Celina, including but not limited to city hall, police stations, fire stations, service centers, sanitation plants, libraries, recreation centers, parks, and roadways.

Museum/Art Gallery. A building serving as a repository for a collection of natural, scientific, artistic, or literary objects of interest, and designed to be used for viewing, with or without an admission charge, and which may include as an accessory use the sale of goods.

Office, Administrative, Medical, or Professional. A building used for the provision of executive, management, or administrative services. Typical uses include, but are not limited to, administrative offices and services including real estate, property management, investment, medical, architect, engineer, travel, secretarial services, accounting organizations and associations, and vehicle rental office without on-site storage of fleet vehicles.

Office, with Showroom. A building that primarily consists of sales offices and sample display areas for products and/or services delivered or performed off-premises. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services are included in this definition. Warehousing facilities shall not exceed fifty percent (50%) of the total floor area. This definition does not include contractor’s shop and storage yard.

Office, with Warehouse, Distribution Center. A building primarily devoted to storage, warehousing, and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas. Also referred to as “flex space.”

Open Storage & Display, Permanent. A secondary land use providing outdoor storage or display of commodities, materials, goods, equipment, vehicles, or merchandise in its normal day-to-day business activities. This definition excludes new and used sale or lease of automobiles, motorcycles, recreational vehicles, boats, or other watercrafts. This definition does not include temporary outside merchandise display, such as a sidewalk sale or “under eave” storage and display. (See Section 14.03.401(h), *Open Storage Regulations, Permanent or Ongoing*)

Park or Playground. An open recreation facility or park owned and operated by a public agency such as the municipal park department or school board and available to the general public.

Personal Service. A shop, such as tailoring, shoe repair, barbershop, therapeutic massage facility, beauty shop, health studio, spa/salon, or travel consultant that provides a service, but not necessarily a product, to the customer.

Portable Building Sales. A retail establishment that sells portable buildings meant to be used as accessory uses only and not for habitation, but not including manufactured homes.

Printing Service Uses. The following definitions relate to the various businesses that reproduce, copy, or print items on paper or other materials for sale.

- *Printing, Major Industrial Plant.* An establishment specializing in long-run printing operations including, but not limited to, book, magazine, and newspaper publishing using engraving, die cutting, lithography, and thermography processes.
- *Printing, Minor Retail Shop.* An establishment specializing in short-run operations to produce newsletters, flyers, resumes, maps, construction documents and plans, and similar materials using photocopying, duplicating, and blue printing processes. This definition shall include mailing and shipping services, but excludes the on-site storage of heavy load fleet vehicles.

Recycling Center. A facility which allows only the collection and separation of materials such as aluminum, copper, brass, other metals, glass, paper, cardboard and plastics for transportation to an off-site facility for processing and remanufacturing into new products. All separation and collection containers will be self-contained, transportable and screened from public view either by a fence/wall or by being located completely within a building or other structure. No stock piling or staging of collected materials is allowed on site.

Regional Mall. A one or multi-storied structure containing shops either with an air-conditioned court and walkways (such as Stonebriar Mall or the Galleria Mall) or with outdoor walkable areas (such as Fire Wheel Center and Fairview Town Center) designed to serve a regional clientele.

Research & Development Center. A facility for research including laboratories, experimental equipment, and operations involving compounding or testing of materials or equipment as well as data centers and call centers. Any facility that is determined by the Health, Fire, and/or Building Official to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation is excluded from this definition.

Restaurant. A building or portion of a building where food is served for consumption, and where provisions may be made for serving food on the premises or elsewhere.

- *Restaurant, Dine-in.* An eating establishment where food and drink are prepared, served, and consumed by the general public primarily within an indoor dining area and may provide additional outdoor seating and also may include alcoholic beverage service.
- *Restaurant, Drive-In & Drive-Thru.* An eating establishment where food or drink is primarily served to customers in temporarily parked motor vehicles or via a drive-thru lane to customers who will be consuming the food off-premises. These restaurants may also include indoor dining and outdoor seating areas.
- *Restaurant, Pick-Up or Delivery Only.* An establishment preparing food to the general public in which the food, once prepared, is either picked up for consumption off premises, or is delivered to the end user by the restaurant staff with little or no on-site dining.

Salvage Yard, Junk Yard, or Wrecking Yard. Any lot upon which four or more motor vehicles of any kind which are

incapable of being operated due to condition or a lack of license or have been placed for the purpose of obtaining parts for recycling or resale.

School. The following definitions relate to educational facilities, whether publicly or privately funded, for various ages and educational levels.

- *School, Private.* A privately funded institution that provides educational services comparable to that provided by public schools, receives no funding from any governmental agency, and charges fees to its attendees. This definition also includes schools under the sponsorship of and funding by a religious agency (e.g. parochial schools or private church schools) that provide educational services generally equivalent to public schools. This definition excludes trade and commercial schools for higher education or post-high school skill training.
- *School, Public.* An educational institution regulated by the state which is operated by an independent school district and having a curriculum including kindergarten, elementary, and secondary education, but not including private, business, commercial, trade, or craft schools. This definition also includes charter schools, which are an alternative to the public school system but also funded by the state and charges reduced fees or no admission fees to its attendees.

Sewage Pump Station. A facility for transporting sewer including pumps, piping, valves, and controls.

Sewage Treatment Plant. A facility that treats sewage so that it may be returned to the natural water supply without negative effects. Water from a sewage treatment plant is considered “gray water” and is suitable for irrigation but not consumption.

Sexually-Oriented Businesses. Sexually oriented establishments and businesses as defined in Chapter 4, *Business Regulations*, Section 4.06, *Sexually-Oriented Businesses*, as they exist or may be amended. Sexually-oriented uses include, but are not limited to, adult bookstores, adult video stores, adult theaters, adult cabarets, sexual encounter centers, and nude modeling centers. (See also Section 14.03.301(k), *Sexually-Oriented Business Regulations* and the aforementioned City Ordinances)

Stable, Commercial. A stable used for the rental of stall space or for the sale or rental of horses or mules; such a stable shall meet all provisions and requirements of the zoning district in which it is constructed. (See also “Agricultural Use, Commercial”)

Stable, Private. An area used solely for the owner's private purposes for the keeping of horses, mules or ponies that are not kept for remuneration, hire or sale. (See also “Agricultural Use, Private”)

Store. The following definitions relate to the various entities that sell items to the public:

- *Store, Big Box.* A retail establishment with a primary tenant that comprises more than 50,000 square feet, such as Target or Walmart.
- *Store, Convenience.* A retail establishment providing for the sale of a limited assortment food items, nonprescription drugs, small household items, snacks, and gifts. Gasoline and diesel fuel may also be offered for sale as a secondary use.
- *Store, General Retail.* A retail establishment offering merchandise for retail sale.
- *Store, Grocery.* A retail establishment that displays and sells consumable goods and sundries and may include secondary uses such as a pharmacy, photo shop, banking service, delicatessen, bakery, and/or prepared foods.
- *Store, Pawn Shop.* A shop that lends money in exchange for personal property as security deposited with it or pledged to it. This definition includes the sale of such securities after repossession and the sale of merchandise generally found in retail stores.
- *Store, Secondary Use.* Secondary retail uses are incidental businesses located within an office, big box store, hotel, or employment center and such uses include barbershop or beauty shop, smoke shop, candy counter, restaurant, pharmacy, or other incidental activity secondary to the primary office, hotel, or employment occupancy.
- *Store, Shopping Center.* A group of retail, service, commercial, and restaurant establishments planned, constructed, and managed as a single entity and also known as a “strip center” or “in line retail.”
- *Store, Tire Dealer, with Open Display.* A retail establishment engaged in the sale or installation of tires for vehicles, with open storage.

- *Store, Tire Dealer, without Open Display.* A retail establishment engaged in the sale or installation of tires for vehicles, but without open storage.

Telephone Exchange Facility. A building in which telecommunications routing takes place.

Theater, Drive-In. An outdoor facility arranged so that patrons can view the screen and receive the sound in the privacy of their vehicles, or while seated outside.

Theater, Indoor. A facility for showing motion pictures to an audience inside an enclosed structure.

Transit Center/Bus Terminal. Passenger terminal or loading facilities for franchised private or publicly owned transit system.

Truck Terminal. An area where trucks used to transport goods are stored or parked between trips.

Truck/Trailer/Heavy Equipment/RV/Bus Repair. An establishment providing major and minor automobile repair services to heavy load vehicles defined as self-propelled vehicles having a manufacturer's recommended gross vehicle weight (GVW) of greater than 11,000 pounds, such as large recreational vehicles, tractor trailers, buses, and other similar vehicles. Such vehicle repair may occur within a structure or outside the structure due to the size of the vehicles.

Truck, Trailer, Heavy Equipment, RV, Boat, and Bus Sales, Leasing and Repair. A facility which sells or leases vehicles having a manufacturer's recommended gross vehicle weight (GVW) of greater than 11,000 pounds, such as large recreational vehicles, tractor trailers, buses, and other similar vehicles. The term "truck" shall be construed to mean "heavy load vehicle" unless specifically stated otherwise. The sales and leasing facility includes outdoor storage and display of the vehicles listed. "Light load trucks" are defined as "autos" for the purpose of the Zoning Ordinance.

Utility Distribution/Transmission Line. Facilities, including subsidiary stations, that serve to distribute, transmit, transform, or reduce the pressure of gas, water, or electric current, including, but not limited to, electrical transmission lines, gas transmission lines, and metering stations.

Vending Kiosk, Commercial. An unmanned, free-standing structure that dispenses goods for remuneration that may include, but are not limited to, water, ice, entertainment videos or CDs, newspapers, and drinks, that may be located outside of or separate from the primary structure (see Section 14.03.401(j), *Vending Kiosk Regulations*).

Vending Kiosk, Not-for-Profit. An unmanned structure that provides a product. The fee for establishing such product may be reduced or waived (see Section 14.03.401(j), *Vending Kiosk Regulations*).

Warehouse. A large facility used primarily for the storage of goods and may include an office incidental to the primary use.

Water Treatment Plant. A facility for the purifying, storage, and distribution of City water including a system of reservoirs, channels, and mains.

Wholesale & Distribution Center. An establishment engaged in the receipt, storage, and distribution of goods, products, cargo, and materials to retailers, wholesalers, agents, brokers, or to industrial, commercial, institutional, or professional business users and may include an office incidental to the primary use.

Section 14.01.115Zoning Ordinance Definitions

Access Lane, Major. Any privately owned on-site drive or lane intended to access the primary entrance to land parcels and parking areas, and which accommodates autos or pedestrians. Such Major Access Lanes may serve as fire lanes and are the primary means of access to a shopping center. Such lanes will likely intersect a major roadway at a median break, subject to the Director's approval.

Access Lane, Minor. Any privately owned on-site drive or lane intended for internal access to land parcels and parking areas, and which accommodates autos or pedestrians.

Accessory Structure. Any structure, either attached or detached from the main building, the use of which is incidental to that of the main structure and located on the same lot. Accessory structures include, but are not limited to, patio covers, arbors, gazebos, cabanas, outdoor kitchens, recreational fire enclosures, trellis, and structures/sheds or the like. A permit is required for many accessory structures. (See Section 14.03.201 *Accessory Uses, General Information & Regulations* and Section 14.03.202 *Accessory Uses, Specific Accessory Structures*, respectively, for regulations)

Accessory Structure, Agricultural Use. A structure located on an active farm, ranch, or orchard in which livestock, feed,

equipment, vehicles, or accessories necessary for the running of the business are kept, including but not limited to, barns, silos, sheds, and exercise pavilions.

Accessory Use. Defined as any land use or building that by its nature is not the primary use of the tract of land upon which it is located. For example, a garage is secondary to the residence. In commercial districts, an accessory use is that which occupies less than fifty percent (50%) of the square footage of the main building. (see Sections 14.03.201 and 14.03.202 for regulations)

Acts of Nature. An extraordinary interruption by a natural cause (such as a flood or earthquake) of the usual course of events that experience, prescience, or care cannot reasonably foresee or prevent.

Administrative Official. An officer or other designated authority charged with the administration and enforcement of this chapter, and a duly authorized representative.

Advertising Sign or Structure. Any cloth, card, paper, metal, glass, wooden, plastic, plaster, or stone sign or other sign, device, or structure of any character whatsoever, including a statuary or place for outdoor advertising purposes on the ground or any tree, wall, bush, rock, post, fence, building, or structure. The term “placed” shall include erecting, constructing, posting, painting, printing, tacking, mailing, gluing, sticking, carving, or otherwise fastening, affixing, or making visible in any manner whatsoever that is visible. Neither directional, warning nor other signs posted by public officials in the course of their public duties shall be construed as an “advertising sign” for the purpose of this Ordinance. See Sign Ordinance for further details.

Alley. A minor drive that is used primarily for vehicular access to the rear or side of properties otherwise facing on a street.

Applicant. Any person or entity that submits to the City an application for a permit required by the City for a project. To be qualified as an applicant under this Ordinance, the person or entity must have sufficient legal authority or proprietary interests in the land to commence and maintain proceedings under this Ordinance. The term shall be restricted to include only the property owner(s), or a duly authorized agent or representative of the property owner.

Application for a Permit. Any document filed with the City that clearly indicates that the applicant is seeking consideration for a permit, the type of permit sought, and which provides the City with fair notice of the project, and when used in this Zoning Ordinance, shall include a plan for development of real property or a plan for development; but excluding applications to establish or amend a zoning district, including but not limited to a request to establish or amend a Planned Development District or to receive or amend a Specific Use Permit.

Automobile. For the purposes of this Ordinance, an “automobile” is defined as a self-propelled mechanical or electrical vehicle designed for legal use on streets, highways, or waterways for the conveyance of goods and people, including, but not limited to, passenger cars, trucks, buses, and boats, but excludes motorcycles and motor scooters.

Barn. A structure intended for storage of products, equipment and supplies related to the production of livestock and farming. (See Section 14.03.202(b), *Barns & Farm Accessory Structure Regulations*)

Basement. A story or portion of a building located primarily below the natural grade line of the property.

Bay. A large opening in a wall or building, whether with or without bay doors, which is designed to allow vehicle access. Also referred to as docks or internal loading spaces.

Bay Door. An oversized door, typically with roll-up or swing-type doors, commonly used in conjunction with docks, bays, and loading spaces.

Block. An area enclosed by streets and occupied by or intended for buildings.

Block Face. The portion of a block adjacent to the street.

Block Length. The length of the block face between two street intersections.

Buildable Area. The allowable area available to construct a building or structure after complying with the City’s applicable set back and maximum lot coverage requirements.

Building. For the purpose of this Ordinance, a “building” is a structure built for the support, shelter, and enclosure of persons, animals, chattels or movable property of any kind.

- **Building Ends.** Those sides of a rectilinear building having the lesser dimensions. As used herein for the building spacing regulations for multi-family dwelling, a “building end” shall be interpreted as being the more narrow side

of a building regardless of whether it fronts upon a street, faces the rear of the lot, or is adjacent to the side lot line or another building.

- **Building Height.** The vertical distance between the mean ground level of that portion of the lot covered by the building to the mean roof line of a structure.
- **Building Line.** A line parallel or approximately parallel to the street line at a specific distance there from, marking the minimum distance from the street line that a building may be erected.
- **Building Site.** A single tract of land located within a single block, which (at time of filing for a building permit) is designed by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control. It shall front upon a street or approved place. A building site may be subsequently subdivided into two or more building sites, and a number of building sites may be combined into one building site, subject to the provisions of this Chapter and Subdivision Ordinance.
- **Building, Main.** A building in which the principal use of the lot on which it is situated is conducted. In a residential district, any dwelling shall be deemed to be a main building on the lot on which it is situated.

Building Official. The building inspector or administrative official charged with responsibility for issuing permits and enforcing the Zoning Ordinance and building code.

Build-To Line. A line parallel or approximately parallel to the street line at a specific distance there from, marking the maximum distance from the street line that a building may be erected – generally used in form-based zoning districts.

Candlepower. The quantity of light required to illuminate a surface one (1) foot distance from a light source to the intensity of one (1) foot-candle.

Carport. A structure open on a minimum of three sides designed or used to shelter vehicles. Also called "covered parking area."

Cellar. See "Basement."

Certificate of Occupancy or Compliance. An official certificate issued by the City through the enforcing official which indicated conformance with or approved conditional waiver from the zoning regulations and authorized legal use of the premises for which it is issued.

Comprehensive Plan. The long-range policy adopted by the City Council which govern the future development of the City and which consist of various components governing specific geographic areas as well as functions and services provided by the City.

Court. An open, unoccupied space, bounded on more than two sides by the walls of a building. An inner court is an open space entirely surrounded by the exterior walls of a building. An outer court is a court having one side open to a street, alley, yard or other permanent open space.

Decibel. A unit of measurement of sound pressure.

Development. Any manmade change to improved or unimproved real estate, including but not limited to, buildings and/or other structures, paving, drainage, utilities, storage, and agricultural activities.

Disability or Handicap. With respect to an individual:

- A physical or mental impairment which substantially limits one or more of such person's major life activities,
- A record of having such an impairment, or
- Being regarded as having such an impairment, but such term does not include the illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act -21 U.S.C. 802).

Director. The Director of Development Services for the City of Celina or his designee.

District. A geographical area of the City for which the regulations governing the area, height, or use of buildings are uniform for each type and class of structure.

Drive-Thru. A vehicle drive aisle that is designed for the customer to order food at a window or screen and pick up the order at an exterior window of the retail/restaurant establishment. No through traffic is permitted to use the drive-thru aisle.

Drive-Thru, Escape Lane. A vehicle drive aisle adjacent to the drive-thru lane that allows the driver of the vehicle to exit the drive-thru lane.

Easement. A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Enclosed Building. A structure that has a floor and roof and is surrounded by outside walls.

Fence. For the purpose of this Ordinance, a fence is any physical structure or series of trees/bushes meant to separate one property from another.

- *Fence, Ornamental.* Ornamental fencing is generally constructed of wrought iron, tubular steel, or similar materials and designed to allow for partial visibility from one side of the fence to the other. Ornamental fences may have solid masonry foundations, columns, or similar features. Chain link fences are not included in this definition.
- *Fence, Residential.* A physical barrier separating residential properties. (See Section 14.04.302, *Residential Fences*)
- *Fence, Screening Wall.* Screening walls are defined as being constructed of solid masonry with masonry columns. (See Section 14.04.301, *Screening* for regulations)

Fire Lane. A Fire Apparatus Access Road according to the International Fire Code.

Floodplain. Any property within the limits as delineated by Federal Emergency Management Agency (FEMA) of the 100-year floodplain or as amended by an engineering flood study of the ultimate developed conditions prior to any reclamation.

Floor Area. The total square feet of floor space within the interior dimensions of a building including each floor level, generally considered “air conditioned space,” but excluding cellars, carports, or garages.

Floor Area Ratio (FAR). An indicated ratio between the number of square feet of total floor area in the main building on a lot and the total square footage of land in the lot; it is the number resulting from dividing the main building floor area by the lot area.

Foot-Candle. A unit of illumination produced on a surface, all points of which are one (1) foot from a uniform point source of one (1) candle. When metric units are used, lux is the unit of light quantity. One (1) lux equals one (1) lumen per square meter of area. One (1) foot-candle equals 10.76 lux.

Frequency. The number of times per second a vibration or sound wave oscillates.

Glare. Direct light emitted from a light source, which is sufficient to cause annoyance, discomfort, or temporary loss of visual performance and visibility (see Section 14.04.608, *Glare* for more information).

Grade.

- For buildings having walls adjoining only one street, “grade” is defined as the elevation of the sidewalk at the center of the wall adjoining the street.
- For buildings having walls adjoining more than one street, “grade” is defined as the average of the elevations of the sidewalks at the center of all walls adjoining the street.
- For buildings having no wall adjoining the street, “grade” is defined as the average level of the finished surface of the ground adjacent to the exterior wall of the building.
- Where no sidewalk has been constructed, the building inspector shall establish such sidewalk grade or its equivalent for the purpose of these regulations.

Gross Floor Area. The gross floor space of an apartment house shall be measured by taking the outside dimension of the apartment building at each floor level, excluding, however, the floor area of basements or attics not used for residential purposes.

Height of Yard or Court. The vertical distance from the lowest level of such yard or court to the highest of any boundary wall.

Infill Development. The development of structures on vacant lots within developed areas which can utilize existing infrastructure.

Junk. The term “junk” shall mean all worn out, worthless, or discarded material, including but not limited to any of the following materials, or parts of said materials or any combination thereof: new or used iron, steel or nonferrous metallic scrap, brass or waste materials; used and/or inoperative household appliances, household electrical or plumbing fixtures, floor coverings and/or window coverings not currently in use; used lumber, brick, cement block, wire, tubing,

and pipe, tubs, drums, barrels, and/or roofing material not currently in use; air conditioning and heating equipment not currently in use; used vehicle components and parts not currently in use; used furniture other than that designed for outdoor use or that which would normally be considered as antique furniture; used and/or inoperative residential lawn care equipment and machinery not currently in use; used pallets, windows or doors not currently in use; new or used sheet metal, structural steel and/or chain not currently in use; used and/or inoperable vending machines, radios and/or televisions, or other electronic devices not currently in use; and any other type of used and/or inoperable machinery or equipment not currently in use.

Landfill. A tract of land used for the burial of farm, residential, institutional, industrial, or commercial waste that is not hazardous, medical, or radioactive.

Landscape Architect. A person who holds a license to practice landscape architecture in the State of Texas.

Landscaping. Natural materials such as, but not limited to, grass, groundcovers, shrubs, vines, hedges, trees, and non-living durable material commonly used in landscaping, such as rocks, pebbles, sand, walls, or fences.

Loading Space. An off-street space or berth used for the delivery and loading or unloading of vehicles.

Lot. A parcel of land occupied or to be occupied by one building or group of buildings or uses customarily incident thereto, including such open spaces as are required under this Chapter, and having its principal frontage upon a public street or an access drive. The following definitions relate to lots dimensions and setbacks.

- **Lot of Record.** A lot that has been recorded in the office of the county clerk on a plat or through deed records.
- **Lot Coverage.** The percentage of the total area of a lot occupied by the base (first story or floor) of buildings located on the lot. Structures shall include main structures and accessory structures with or without a permeable roof. The lot coverage percentage does not include uncovered patios, drives, walkways, swimming pools, or swimming pool decks.
- **Lot Depth.** The mean horizontal distance from the front street line to the rear line. If a lot is an irregular shape, it shall be the horizontal distance between the center of the front and the center of the rear lot lines.
- **Lot Width.** The horizontal distance between side lines, measured at the front building line, as established by the zoning district.
- **Lot Line.** The lines bounding a lot as defined herein.
 - **Lot Line, Front.** The line, defined by zoning district, behind which any structure must be placed from the front property line.
 - **Lot Line, Rear.** The line, defined by zoning district, behind which any structure must be placed from the rear property line.
 - **Lot Line, Side.** The line, defined by zoning district, behind which any structure must be placed from the side property line.
- **Lot, Area.** The square footage or acreage of a lot shall be the net area of the lot and shall not include portions of public street or alley rights-of-ways.
- **Lot, Corner.** A lot abutting upon two or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the building inspector.
- **Lot, Flag or Panhandle.** A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width, but not less than twenty-five (25) feet. The maximum distance of the area less than the required width from the front property line shall be 110 feet.
- **Lot, Interior.** A lot whose side lines do not abut upon any street.
- **Lot, Key.** A corner lot that is so designed that the lots located directly behind it face the side street of the corner lot and are not separated by an alley shall be considered a key lot.
- **Lot, Reverse Corner.** A corner lot abutting upon two intersecting streets where the rear lot line of one lot is also the side lot line of an adjoining lot.
- **Lot, Through.** An interior lot having frontage on two streets.

Mews Street. A grassy, landscaped area on which houses or housing units may face in lieu of facing a paved street. (See the Subdivision Ordinance for more information.)

Mobile Food Vendor, Food Truck. Any person who operates and sells food from a motorized vehicle capable of moving from place to place during the course of the day and may include some preparation of food or drink for sale.

Nonconforming Use. A building, structure, or use of land lawfully occupied as of the effective date of this chapter or amendments thereto, but which does not conform to the use regulations of the district in which it is situated. (see Article II, Part Five, *New & Nonconforming Uses* for regulations)

Nonresidential. Property zoned or used for other than residential purposes. For the purposes of this Ordinance, multi-family developments are considered to be “non-residential” land uses.

Occupancy. The use or intended use of the land or buildings by proprietors or tenants.

Octave Band. A portion of the audible sound spectrum. An octave band analyzer divides the audible sound spectrum into eight octave bands.

Odor Threshold. The concentration of odorous matter in the atmosphere necessary to be perceptible to the olfactory nerve of a normal person. Determination of the odor threshold is prescribed by A.S.T.M.D. 1391-57, Standard Method for Measuring Odor in Atmosphere.

Open Space. Area included in any side, rear, or front yard or any unoccupied space on the lot that is open and unobstructed to the sky except for the ordinary projection of cornices, eaves, or porches, but generally excludes paved areas such as drives, sidewalks, and parking lots.

Open Space, Usable. The portion of the designated open space that is designed and intended to be used for outdoor living and/or recreation. Usable open space would exclude land within a floodplain designation, land that is too steep for normal recreation, landscape buffers along roadways, detention and retention ponds, and other open areas that are unsuitable for active enjoyment.

Outside Merchandise Display, Temporary. A temporary display of merchandise for sale outside of a building. (See Section 14.03.501(d), *Open Storage Regulations, Temporary*)

Outside Storage & Display, Temporary, Under Eave Display. The temporary display of merchandise for sale located immediately outside the main entrance to the building and generally in the area that is adjacent to the building and between the building and the walkway/entrance. Items include, but are not limited to, firewood, plants, pumpkins, shopping carts, and other items. (See Section 14.03.501(e), *Open Storage Regulations, Under Eave Display*)

Parking Space. An area of not less than 180 square feet (measuring approximately 9 X 20 feet), surfaced with concrete, enclosed or unenclosed, together with a driveway connecting the parking space with a street or alley permitting free ingress and egress.

Parking Structure. A multi-storied building whose primary purpose is the parking of vehicles.

Particulate Matter. Finely divided solid or liquid matter, other than water, which may be released into the atmosphere.

Permit. A license, certificate, approval, registration, consent, permit, contract, or other agreement for the construction or provision of service from a utility owned, operated, or controlled by the City, or other form of authorization required by law, rule, regulation, order, or ordinance, which has been approved by the City, that a person or entity must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought, and for which the application for the permit or information required to be submitted for consideration provides fair notice of the project to the City. Notwithstanding, an ordinance establishing or changing a zoning district, including but not limited to an ordinance establishing or amending a Planned Development District or Specific Use Permit, is not considered a permit under this definition.

Photometric Plan. A point-by-point plan depicting the intensity, type, height of support structure, and location of lighting on the property.

Planned Development District. A Planned Development District generally integrates several land uses such as industrial parks or industrial districts, offices, commercial or service centers, shopping centers, residential developments of multiple or mixed housing, including attached single family dwellings, or any appropriate combination of uses which may be planned, developed, or operated or integral land use units either by a single owner or a combination of owners under one set of development standards or guidelines that have been approved by the City Council.

Planning & Zoning Commission. The agency whose members are appointed by the City Council as an advisory body to Council and which is authorized to recommend changes in the Zoning Ordinance and is authorized to decide matters relating to platting.

Plat. A plan for land subdivision creating building lots or tracts and showing all essential dimensions and other

information essential to comply with the subdivision standards of the City and subject to approval by the Planning & Zoning Commission or staff, as required by State Law.

Premises. Land together with any buildings or structures occupying it.

Primary Use. The principal or predominant use of any lot or building.

Private Franchised Utility, other than Listed. A nonpublic utility requiring special facilities in residential areas or on public property such as heating, cooling, or communications not customarily provided by the municipality or the normal franchised utilities. Railroad track and right-of-way, but not including railroad stations, sidings, team tracks, loading facilities, dockyards, or maintenance areas.

Private Street Development. A development of two (2) or more lots sharing private gated vehicular access ways that are not dedicated to the public and are not publicly maintained. Private streets and alleys may be established only under the terms of both the Subdivision Ordinance and the Zoning Ordinance, Sections 14.03.301(i), *Private Street Development Regulations - Existing Subdivisions* and (j), *Private Street Development Regulations - New Subdivisions*. The term "Private Street" shall include alleys within the designated subdivision.

Riparian Buffer. An area of permanent vegetation adjacent to a water course and actively managed to maintain the integrity of stream channels to reduce the impact of upland sources by trapping, filtering, and converting pollutants and supplying food, cover, and thermal protection to fish and other wildlife.

Riparian Corridor. An ecosystem that includes three (3) major components: stream channel, floodplain, and transitional upland fringe.

Room. A building or portion of a building which is arranged, occupied, or intended to be occupied as living or sleeping quarters, but not including toilet or cooking facilities.

Seasonal Sales. Temporary display and sale of cut holiday trees with incidental sales of holiday decorations and firewood; or the temporary display and sale of pumpkins with the incidental sale of fall decorations; or the temporary display and sale of firewood with incidental sale of firewood accessories.

Screening. Screening is defined as a solid barrier of permanent material of sufficient height and density so that the objects being screened are not visible from any point on the lot line when viewed from ground level.

Secondary Use. A use included in a building or on a lot that is incidental to the primary use and occupies less than fifty percent (50%) of the primary use.

Shopping Cart. A shopping cart is a metal or plastic conveyance meant to move goods from the store to a vehicle. The carts are owned by the store and not to be taken off premises. (See Section 14.03.501(d), *Open Storage Regulations, Temporary* and (e), *Open Storage Regulations, Under Eave Display* for regulations)

Sign. Any device, including its structure and component parts, which conveys commercial messages for visual communication or advertising that is used for the purpose of attracting attention of the public, but not including any lawful display of merchandise. Signs are governed by Article 3.07 of the Code of Ordinances.

Site Plan. A detailed set of plans including such things as building footprints, parking, landscaping, photometrics, and building elevations.

Smoke. The visible discharge of particulate matter from chimney, vent, exhaust, or combustion process. (See Section 14.04.603, *Smoke & Particulate Matter* for regulations)

Sno-Cone Establishment. A structure for the temporary sale of sno-cones and similar pre-packaged food items. (See Section 14.03.501(g), *Seasonal Sales Regulations*)

Special Exception. A special exception may be made to the regulations of the Zoning Ordinance if the Board of Adjustment finds that the use or exception, if controlled as to number, area, or location would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare. (See Section 14.01.202(e), *Authority to Grant Special Exceptions*, for regulations)

Story. That part of a building included between the surface of one floor and the surface of the floor next above, or if there is no floor above, that part of the building which is above the surface of the highest floor thereof. A top story attic is a half-story when the main line of the eaves is not above the middle of the interior height of such story. The first story is the highest story having its interior floor surface not more than four (4) feet above the curb level established or mean

street grade or average ground level, as mentioned in "height of buildings" of this section. The standard height for a story is eleven (11) feet, six (6) inches.

Story, Half. A single room within a dwelling unit above the second floor. A half-story will occupy no less than two-thirds (2/3) of the area under the roof, and shall have non-operating opaque windows for façades that face adjacent properties. Transparent windows may face the front yard. A half-story containing independent apartment, living quarters, or bedroom shall be counted as a full story.

Street Line. The dividing line between the street and the abutting property.

Street. A roadway that affords principal means of access to property abutting thereon.

- *Street, Private.* A thoroughfare which affords access to property abutting thereon for residents of that property and service vehicles only via controlled gate access. The land on which the street is constructed is owned by a Homeowners Association and the street is maintained by that entity.
- *Street, Public.* A thoroughfare which affords principal means of access to property abutting thereon. The land on which the street is constructed is owned by a governmental entity and the street is maintained by that entity.

Streetscape. The urban element that establishes the major part of the public realm. The streetscape is composed of thoroughfares (travel lanes for vehicles and bicycles, parking lanes for cars, and sidewalks or paths for pedestrians) as well as the visible private frontages (building facades and elevations, porches, yards, fences, awnings, etc.), and the amenities of the public frontages (street trees and plantings, benches, streetlights, etc.).

Structure. Anything constructed or erected which requires location on the ground or attached to something having a location on the ground, including but not limited to advertising, signs, billboards, and poster panels but exclusive of customary fences or boundary or retaining walls.

Structural Alterations. Any change in the supporting members of a building, such as bearing walls, columns, beams, or girders.

Temporary Building. An industrialized or modular building or structure without a permanent foundation shall be considered a temporary building. Membrane structures shall not be considered a temporary building.

Thoroughfare. See "Street."

City Council. The governing body of the City of Celina, Texas.

City. References to the "City" shall mean the City of Celina, Texas.

Toxic & Noxious Matter. Any solid, liquid, or gaseous matter which is present in sufficient quantities to endanger health, safety or comfort of persons in the vicinity or which may cause injury or damage to property. (See Section 14.04.606, *Toxic & Noxious Matter* for regulations)

Tri-Partite Design. The technique of dividing the architectural elements of a building into three (3) horizontal planes, with a distinctive base, middle, and top. The top plane is typically smaller in size and considered an architectural accent feature.

Unipole. A wireless transmission facility that has one freestanding vertical structure, fixed into the ground and/or attached to a foundation with no guy wires, containing one or more antennas and associated equipment, no larger than seventy-two (72) inches in diameter at any given point, with no externally mounted or visible racks antennas, that tapers from the ground to the sky.

Unsustainable Structure. Any building that does not meet the City of Celina Architectural Design Standards, Fire, or Building Code.

Urban Mixed Use. A development or portion of a development that includes a mixture of residential and nonresidential uses in a configuration where a majority of the buildings are two or more stories tall and pedestrian oriented.

Variance. An adjustment in the application of the specific regulations of the Zoning Ordinance or Subdivision Ordinance to a particular parcel of property which, because of special conditions or circumstances of hardship peculiar to the particular parcel, is necessary to prevent the property from being deprived of rights and privileges enjoyed by other parcels in the same vicinity and zoning district. Only the Board of Adjustment may grant a variance. (See Section 14.01.202(e), *Authority to Grant Variances* for regulations)

Vehicle. Any motorized car, truck, or van designed to transport people and/or goods.

Vehicle, Heavy Load. Any motorized car, truck, or van that exceeds 11,000 pounds in weight.

Vested Rights. The specific land use rights that are granted upon receipt of certain applications (see Section 14.01.310, *Vested Rights* for regulations)

Vibration. A periodic displacement of the earth measured in inches (related to sound). (See Section 14.04.607, *Vibration* for regulations)

Water Reservoir or Well. An artesian well or artificial underground reservoir where water is collected and kept in quantity for use by a water system.

Wing Wall. A solid, constructed extension of a building, without a roof, that may be used to screen outdoor placed equipment.

Yard. An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the smallest horizontal distance between the lot line and the main building shall be used.

- *Yard, Front.* The space across the full width of the lot contained between the front property line of the lot and any portion of the main building.
- *Yard, Rear.* The space between the rear lot line and the rear line of the main building and the side lot lines.
- *Yard, Side.* The space between the building and the side line of the lot and extending from the front yard to the required minimum rear yard.
- *Yard, Size.* The space between the main building and the adjacent side line of the lot, and extending entirely from the front yard to the rear yard thereof.

14.01.116 to 14.01.200.....RESERVED

ARTICLE I – ADMINISTRATION
PART TWO – APPROVAL AUTHORITY

Section 14.01.201Planning & Zoning Commission.

- (a) **Authority, Duties, & Responsibilities.** In addition to any authority granted to the Planning & Zoning Commission (Commission) by the TEXAS LOCAL GOVERNMENT CODE, Ch. 212 and ordinances of the City, the Commission shall have the following powers and duties under the provisions of these regulations:
- (1) To make recommendations to the City Council concerning adoption, modification, and implementation of the following:
 - i. Comprehensive Plan and supporting studies;
 - ii. Zoning Ordinance Amendments, including Specific Use Permits (SUPs);
 - iii. Subdivision Ordinance Amendments;
 - iv. Land use portions of any Pre-Annexation Development Agreements;
 - v. Master Thoroughfare Plan;
 - vi. Matters relating to civic improvements, including but not limited to, public utilities and traffic regulations;
 - vii. Sign Ordinance Appeals & Meritorious Exceptions;
 - viii. Any other long-range planning activities of the City; and
 - ix. To act as the Tree Board and decide any issue that may come before that board.
 - (2) To approve or disapprove all plats pursuant to the terms of TEXAS LOCAL GOVERNMENT CODE, Ch. 212 and the Subdivision Ordinance, except those that may be administratively approved.
 - (3) The Commission shall act as the City's designated Capital Improvements Program (CIP) Advisory Committee. Ad hoc voting members may be added, as necessary, to meet state requirements when acting as this Committee, per State Law. The duties of the CIP Advisory Committee are listed in SECTION 395.058 of the TEXAS LOCAL GOVERNMENT CODE, as it exists or may be amended.
 - (4) To keep informed regarding city planning "best practices" and formulate studies for the improvement of any plans of or for the City with a view to the present and future movement of traffic, the convenience, health, recreation, safety, general welfare, and any other future needs of the City.
 - (5) Staff should provide Commission members with periodic workshops regarding the subject of planning, zoning, comprehensive plans, open meetings, or other subjects of benefit to the members and the functioning of the Commission.
- (b) **Composition of Commission & Terms of Service.** The Planning & Zoning Commission shall be composed of seven (7) regular members. Each member shall be appointed by the City Council, shall be a resident citizen of the City, and must forfeit his office should he cease to reside within the City limits during his term of office. The City Council will consider for appointment to the Commission only citizens who have demonstrated civic interest, general knowledge of the community, independent judgment, interest in planning and zoning matters, and availability to prepare for and attend meetings. It is the intent of the City Council that members shall be broadly representative of the community.
- (1) Terms shall be staggered to expire September 30th of every year, with two to three Commissioners' terms to either be extended or terminated at that date.
 - (2) Members shall serve at the will and pleasure of the City Council. The terms of office for members of the Commission shall be three (3) years. Vacancies shall be filled for unexpired terms. Newly appointed members shall be installed at the first regular Commission following their appointment.
 - (3) No person shall serve as a regular member of the Commission for more than three (3) consecutive, full terms of office. For purposes of this section, the phrase "terms of office" shall not include the unexpired portion of any three (3) year term.
 - (4) Members of the Commission shall serve without compensation and may not hold any elective office of the State of Texas or any other political subdivision thereof during their terms.
- (c) **Meetings & Procedures.** Meetings of the Planning & Zoning Commission may be held as often as necessary to conduct the business of the Commission and are generally held on the third Tuesday of each month or at the call

of the Director. The Commission shall adopt its own rules of procedure and keep records of its proceedings consistent with the provisions of this section and the requirements of law. All meetings and hearings of the Commission shall be open to the public in accordance with applicable law and shall be conducted in accordance with the procedures set forth in these regulations and rules of procedure adopted by the Commission. Any action calling for a formal vote shall take place only at a public meeting. Executive sessions shall not be open to the public and shall be conducted in accordance with the procedures consistent with the laws of the State of Texas.

- (1) Quorum. Four (4) members of the Commission shall constitute a quorum for the transaction of business.
- (2) Chairman's duties. The Chairman shall preside over meetings. If a question regarding procedures arises, Robert's Rules of Order, most recently revised, shall apply.
- (3) Vice-Chair's duties. The Vice-Chair shall assist the Chairman in directing the affairs of the Planning & Zoning Commission. In the absence of the Chairman, the Vice-Chair shall assume the duties of the Chairman. Should the Chairman and the Vice-Chair both be absent, the remaining Commissioners shall elect a Chairman Pro Tem to serve at the meeting.
- (4) Motions. A motion may be made by any member other than the presiding officer (i.e. the Chairman or the member acting as Chairman).
- (5) Voting. Approval of all matters and motions before the Commission shall require the affirmative vote of a majority of all members of the Commission present and voting, unless otherwise provided by law or the adopted by rules of procedure.
- (6) Minutes. The Director shall maintain minutes of its proceedings.
- (7) Voluntary disqualification for conflict of interest. A member shall recuse himself from voting whenever he finds that he has a personal or monetary interest in the property under review, or that he will be directly affected by the decision of the Commission or the subsequent decision by the City Council on that case, in compliance with State law.

Section 14.01.202Board of Adjustment.

- (a) **Authority, Duties, & Responsibilities**. In addition to any authority granted to the Board of Adjustment by the TEXAS LOCAL GOVERNMENT CODE, Ch. 212, and ordinances of the City, the Board of Adjustment shall have the following powers and duties under the provisions of these regulations:

- (1) To make decisions on the following:
 - i. To hear and decide upon an appeal where it is alleged there is error in an order, requirement, decision, or determination made by the Director in the enforcement of this Chapter.
 - ii. To hear and decide upon special exceptions to the terms of the adopted regulations when the Board is authorized to make such decisions; and to grant special exceptions with such conditions and safeguards as are appropriate under this Chapter, or to deny special exceptions when not in harmony with the purpose and intent of this Chapter (See Section 14.01.202(e), below).
 - iii. To hear and decide upon a variances or modifications of the height, yard, area, coverage and parking regulations as the Board of Adjustment is specifically authorized to pass on pursuant to the terms of this Chapter and the Subdivision Ordinance (See Section 14.01.202(f), below).
 - iv. To act as the Building Standards Board and decide any issue that may come before that board.

- (b) **Composition of the Board of Adjustment & Terms of Service**.

- (1) The Board of Adjustment shall consist of five (5) members and two (2) alternates who shall be appointed by the City Council. Two (2) of the members shall be appointed in one (1) year and the remaining three (3) members shall be appointed in the following year, with terms expiring or being extended on September 30th of the year the term ends.
- (2) Each member of the Board of Adjustment shall be a resident citizen and qualified voter of the City, at the time of his appointment. A member or alternate member who ceases to reside within the City limits during his term of office must immediately forfeit his office.
- (3) The term of office for all members shall be two (2) years. All vacancies on the Board of Adjustment shall be filled by the City Council.
- (4) A member may not serve more than two (2) consecutive, full terms.

- (5) Members of the Board of Adjustment may be removed by the City Council in accordance with CHAPTER 211 of the TEXAS LOCAL GOVERNMENT CODE.
 - (6) Members shall serve without compensation.
- (c) **Meetings & Procedures.** All meetings and hearings of the Board of Adjustment shall be open to the public in accordance with applicable law and shall be conducted in accordance with the procedures set forth in these regulations and rules of procedure adopted by the Board of Adjustment. Any action calling for a formal vote shall take place only at a public meeting. Executive sessions shall not be open to the public and shall be conducted in accordance with the procedures consistent with the laws of the State of Texas.
- (1) **Quorum.** Four (4) members of the Board of Adjustment shall constitute a quorum for the transaction of business.
 - (2) **Chairman's duties.** The Chairman shall preside over meetings. If a question regarding procedures arises, Robert's Rules of Order, most recently revised, shall apply.
 - (3) **Vice-Chair's duties.** The Vice-Chair shall assist the Chairman in directing the affairs of the Board. In the absence of the Chairman, the Vice-Chair shall assume the duties of the Chairman. Should the Chairman and the Vice-Chair both be absent, the remaining Board of Adjustment members shall elect a Chairman Pro Tem to serve at the meeting.
 - (4) **Motions.** A motion may be made by any member other than the presiding officer (i.e. the Chairman or the member acting as Chairman).
 - (5) **Voting.** Approval of all matters and motions before the Board of Adjustment shall require the affirmative vote of no less than four (4) members of the Board.
 - (6) **Minutes.** The Director shall maintain minutes of its proceedings.
 - (7) **Voluntary disqualification for conflict of interest.** A member shall recuse himself from voting whenever he finds that he has a personal or monetary interest in the property under review, or that he will be directly affected by the decision of the Board of Adjustment on that case, in compliance with State law.
- (d) **Appeal of Director's Decision.** In exercising its powers, the Board of Adjustment may, in conformance with State law, reverse or affirm, wholly or partly, or may modify the order, requirements, decision, or determination appealed from and make such order, requirement, decision, or determination, in the Board of Adjustment's opinion, as ought to be made and shall have all the powers of the officer from whom the appeal is sought.
- (1) Appeals to the Board of Adjustment concerning interpretation or administration of this ordinance may be taken by any person aggrieved or by any officer, department, or board of the City affected by any decision of the Director. Such appeals shall be taken within a reasonable time, not to exceed ten (10) days after the decision has been rendered by the Director by filing with the said official a notice of appeal, specifying the grounds thereof. The Director shall forthwith transmit to the Board of Adjustment all papers constituting the record upon which the action to be appealed was taken.
 - (2) The Director shall fix a reasonable time for the hearing of the appeal, give public notice thereof as well as due notice to the parties in interest. At the hearing, any party for or against the appeal may appear in person or by agent or attorney.
 - (3) An appeal stays all proceedings in furtherance of the action appealed from, unless the Director from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal is filed with him, that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Adjustment or by a court of record, on notice to the Director from whom the appeal is taken and on due cause shown.
- (e) **Authority to Grant Special Exceptions.**
- (1) A special exception shall not be granted by the Board of Adjustment unless and until:
 - i. Written application for a special exception is submitted indicating the section of the Code of Ordinances under which the special exception is sought and stating the grounds on which it is requested;
 - ii. Notice must be given at least fifteen (15) days in advance of the public hearing. The owner of the

property for which special exception is sought or his agent shall be notified by mail. Notice of such hearings must be posted on the property for which the special exception is sought, at City Hall, and notice must be provided in one other public place, such as a newspaper, at least fifteen (15) days prior to the public hearing;

- iii. A public hearing shall be held. Any party may appear in person or by agent or attorney;
- iv. The Board of Adjustment is empowered under the section to grant, deny, or modify the special exception request, so long as the granting of the special exception will not adversely affect the public interest.

- (2) In granting any special exception, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this Chapter. Violation of such conditions and safeguards, when made a part of the terms under which the special exception is granted, shall be deemed a violation of this Chapter and the penalties set forth in Section 14.01.111, *Penalties and Enforcement* shall apply. The Board shall prescribe a time limit within which the action for which the special exception is required shall begin or be completed, or both. Failure to begin or complete, or both, such action within the time limit set shall void the special exception, without necessity of further action by the Board of Adjustment.

(f) **Authority to Grant Variances.**

- (1) The Board of Adjustment is authorized to grant variances from the terms of this Chapter and the Subdivision Ordinance so long as the variance will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of these Chapters would result in unnecessary hardship so that the spirit of these Chapters are observed and substantial justice is achieved. A variance from the terms of this Chapter or the Subdivision Ordinance shall not be granted by the Board of Adjustment unless and until a written application for a variance is submitted demonstrating that all of the following conditions have been met:
 - i. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district or area;
 - ii. That a literal interpretation of the provisions of this Chapter or the Subdivision Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district or area under the terms of this Chapter or the Subdivision Ordinance;
 - iii. That the special conditions and circumstances did not result from the actions of the applicant; and
 - iv. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Chapter or the Subdivision Ordinance to other lands, structures, or buildings in the same district or area.
- (2) Nonconforming use of neighboring lands, structures, or buildings in the same district, and permitted use of lands, structures, or buildings in other districts shall not be considered grounds for the issuance of a variance.
- (3) Notice of public hearing shall be published and/or sent a minimum of ten (10) days prior to the public hearing;
- (4) A public hearing shall be held. Any party may appear in person, or by agent or attorney;
- (5) The Board of Adjustment shall make findings that all of the requirements of this section have been met by the applicant for a variance;
- (6) The Board of Adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure;
- (7) The Board of Adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this Chapter or the Subdivision Ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- (8) In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this Chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Chapter or the Subdivision

Ordinance and the penalties set forth in Section 14.01.111, *Penalties and Enforcement* shall apply.

- (9) Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this Chapter in the district involved or any use expressly or by implication prohibited by the terms of this Chapter in said district.
- (10) Each decision by the Board of Adjustment in granting a variance is considered on a case-by-case basis and does not establish precedence.

- (g) **Appeals Resulting from Board of Adjustment Action.** Any persons, jointly or severally, aggrieved by a decision of the Board of Adjustment under this section, or any taxpayer or any officer, department, or board of the municipality may file in a District Court or court of competent jurisdiction a petition, setting forth that such decision is in error, in whole or in part, and specifying the grounds of the error, in compliance with State law.

Section 14.01.203Historic Preservation Commission.

- (a) **Authority, Duties, & Responsibilities.** Hereby is created a Historic Preservation Commission (HPC). The powers of the HPC shall include the authority to do the following:

- (1) Adopt rules and procedures;
- (2) Conduct and administer history resource surveys;
- (3) Develop public outreach/education/awareness programs;
- (4) Approve/disapprove Certificates of Appropriateness for the OT district;
- (5) Provide design and other reasonable forms of advice to owners and tenants of historic properties in the certificates of appropriateness review process, coordinated with such efforts;
- (6) Recommend acquisition of endangered historic resources to the city council when necessary;
- (7) Recommend acceptance of donation of preservation easements;
- (8) Recommend tax or other financial incentive[s] to encourage preservation of historic resources;
- (9) Promote design guidelines for the OT district;

- (b) **Composition of HPC & Terms of Service.**

- (1) The HPC is composed of seven (7) members and two (2) alternate members to be appointed by the City Council. All HPC members shall have a demonstrated outstanding interest in the historic traditions of the City and experience in the preservation of the historic character of Celina. The City Council shall endeavor, to the extent reasonably available, to appoint members from the following categories:
 - i. Architect, planner, or design professional;
 - ii. Historian;
 - iii. Licensed real estate broker/appraiser;
 - iv. Attorney at law;
 - v. Owner of, or resident or tenant in the OT district;
 - vi. Member of the Celina Area Heritage Association;
 - vii. Archaeologist or person from a related discipline; or
 - viii. Other specific background as desired.
- (2) Each member of the HPC shall be a resident citizen and qualified voter of the City, or a Downtown business owner, or a Downtown property owner at the time of his appointment. A member or alternate member who ceases to establish one of the three criteria for membership during his term of office must immediately forfeit his office.
- (3) A member of the Planning & Zoning Commission shall be appointed by the Mayor to serve as a nonvoting liaison to the HPC.
- (4) HPC members shall serve for a period of two years, their terms to be staggered (four members appointed one year and three members appointed the next year). Alternate commission members shall also serve for a period of two years.

- (c) **Meetings & Procedures.**

- (1) The Chair and Vice-Chair of HPC shall be elected or re-elected by and from members of HPC annually.
- (2) The City Manager, the Downtown Development Manager for the Celina Main Street Program, and the City

Attorney also serve as ex-officio members of the HPC.

- (3) The HPC shall meet as needed as determined by the Director. The City Manager may, when necessary and with adequate notice, call special meetings of the HPC. All meetings will be held in conformance with State law.
- (4) Notice of public hearing shall be published in the newspaper of record and sent to the adjacent property owners of the subject property a minimum of five (5) days prior to the public hearing.
- (5) A quorum shall consist of four (4) HPC members. A positive vote of a majority of the quorum shall be required to take any official action.

(d) **Support Staff & Historic Preservation Officer.**

- (1) The City Manager or his designee shall administer the ordinance and the permitting and zoning functions thereof contained in this and other applicable ordinances.
- (2) The Celina Downtown Development Manager shall serve as Historic Preservation Officer, coordinating the HPC's and City's preservation activities with the County, State, and Federal agencies as appropriate and advising the HPC on relevant issues.

(e) **Authority to Approve Certificates of Appropriateness (CA).** The HPC shall follow the United States Secretary of the Interior's formal written Standards for the Rehabilitation of Historic Buildings in its consideration of all applications for Certificates of Appropriateness. These standards shall be made available to owners and tenants of property within the OT district.

- (1) A person, entity, agent, attorney, or corporation shall not alter a property or cause to have a property altered within the OT district or any portion of the exterior of a structure on the site, or a person shall not alter a property within a OT district or any portion of the exterior of a structure on the site, or designated adjacent right-of-way or place, construct, maintain, expand or remove any structure on the site without first obtaining a Certificate of Appropriateness (CA) in accordance with this chapter. A Certificates of Appropriateness shall be obtained prior to the issuance of any building permit, although the Certificates of Appropriateness review and building permit and other required permit review processes may be conducted simultaneously. A Certificates of Appropriateness may also be required for work not otherwise requiring a building permit. The Certificates of Appropriateness shall be required in addition to, and not in lieu of, any required building permit.
- (2) The City Council shall exempt, except as otherwise provided herein, noncontributing properties from the Certificates of Appropriateness review process and from complying with the OT district design guidelines. Allowing noncontributing properties to be exempt from a Certificates of Appropriateness does not exempt the requirement for a Certificates of Appropriateness for new construction that is to replace a noncontributing property (building, or structure) or new construction on a vacant lot.
- (3) Prior to commencement of any work, the owner shall file an application for a Certificates of Appropriateness with the City Manager or his designee. The application shall contain pertinent information necessary for the HPC to make an informed decision.
- (4) The HPC shall deny, approve, or approve with conditions any Certificates of Appropriateness application within thirty (30) calendar days of receipt of a completed application, determining whether the proposed work is consistent with the regulations contained in this Section 14.01.203, in all applicable ordinances, and in the Zoning Ordinance and design guidelines. Upon posted notice, and notification by regular mail at least five (5) days in advance to the immediately adjacent property owners as that ownership appears on the last approved tax roll, the HPC shall conduct a public hearing on the application, at which time an opportunity is provided for proponents and opponents of the application to present their views.
- (5) All decisions of the HPC shall be in writing, stating its approval or the specific reasons for denying or modifying any applications. A copy of the Certificates of Appropriateness shall be sent to the applicant (by registered mail) and a copy filed with the Director.

(f) **Appeal of Historic Preservation Commission Actions.**

- (1) An applicant for Certificates of Appropriateness dissatisfied with the action of the HPC on the application may appeal the decision to the City Council within fifteen (15) days after receipt of notification of such

action. The applicant shall be advised by the Director of the time and place of the hearing at which the appeal will be considered and the applicant shall have the right to attend and be heard as to the reasons for filing the same.

- (2) In determining the appeal, the City Council shall consider the same factors as the HPC, the HPC report, and other matters presented at the hearing on the appeal.
- (3) The City Council shall affirm, modify or reverse the decision by the HPC on the application for the Certificates of Appropriateness, and may impose such conditions as are necessary to assure that the proposed action meets the criteria for approval. If the application is disapproved, the City Council may indicate what changes in the plans and specifications would meet the condition for protecting the distinctive historical character of the district. The Director shall notify the applicant and the HPC of the Council's decision.

(g) **Issuance of Permits.**

- (1) Upon approval of an application for a Certificates of Appropriateness, Director shall be authorized to issue a building permit or other permits required to undertake the action proposed in the application consistent with all applicable City standards.
- (2) No change shall be made in the scope of work or any building permit after issuance of Certificates of Appropriateness without submittal of an application to amend the Certificate, which shall be considered by the HPC in the same manner as provided above. If a property owner wishes to change the scope of work under a Certificates of Appropriateness, the property owner shall consult the Director who shall have the authority to approve non-substantive changes. If the Director deems the requested changes to be substantive, such changes shall be referred to the HPC for action.

(h) **Minor Exterior Alterations.**

- (1) If the HPC determines that the applicant is seeking a Certificates of Appropriateness to authorize only minor exterior alterations, as defined in this section, the HPC shall review the application to determine whether the proposed work complies with the regulations contained in this section and all applicable OT district regulations, including the design guidelines, and approve or deny the application within thirty (30) calendar days of receipt.
- (2) Any interested person may appeal the City staff's decision by submitting to the City staff a written request for appeal within thirty (30) days of the City staff's decision. The written request for appeal starts the standard certificate of appropriateness review procedure by the Historic Preservation Commission.
- (3) Minor exterior alteration. Minor exterior alteration is the installation of or to awnings, fences, gutters and downspouts; signs; incandescent lighting fixtures; landscaping and hardscaping comprising less than twenty-five percent (25%) of the front or side yard; restoration of original architectural features that constitute a change from existing conditions; painting of wood or other appropriate elements that constitutes a change in color from existing color; and additions and changes not visible from any street to the rear of the main structure or to an accessory structure.

(i) **Demolition Permits and Economic Hardship.**

- (1) The Director shall not issue a demolition permit for a structure within the OT district until review and issuance of a completed Certificates of Appropriateness application by the HPC. The Director shall not forward the application to the HPC until the application is complete. The following information shall be supplied by the applicant before the application is considered complete:
 - i. Information describing the condition of the structure;
 - ii. Estimated cost of restoration or repair;
 - iii. Demonstration that the adaptive use or restoration of the structure has been seriously considered;
 - iv. Any available historic records of the building (drawings, photographs);
 - v. Architectural drawings for any proposed new construction which is intended to replace the historic structure;
 - vi. Any conditions proposed to be voluntarily placed on new development that would mitigate the loss of the historic landmark structure;
 - vii. Any other information that the staff finds appropriate for the Commission to render a decision on the

application.

- (2) The HPC shall hold a public meeting on the application within thirty (30) calendar days of receipt of the completed application. A copy of the decision shall be forwarded to the Director and to the applicant within ten (10) days following the public meeting.
 - (3) An applicant whose demolition permit has been denied may apply for hardship relief. In order to prove the existence of hardship, the applicant shall have the burden to establish that:
 - i. The property is incapable of earning a reasonable return on the owner's investment;
 - ii. The property cannot be adapted for another use that can result in the reasonable return; or
 - iii. No potential purchaser of the property with a reasonable offer who intends to preserve it can be identified.
 - (4) The HPC shall hold a public meeting on the hardship application within sixty (60) calendar days following the original date of application for the demolition permit, at which time proponents and opponents of the application may present their views. The HPC may seek expert assistance in the fields of real estate development, appraisal, financing, and other related disciplines to review the hardship application.
 - (5) The applicant shall consult in good faith with the HPC, interested local groups, and individuals in a diligent effort to investigate alternatives that will result in preservation of the property.
 - (6) All decisions of the HPC shall be in writing. Copies shall be sent to the applicant and a copy filed with the City Secretary.
 - (7) If disapproved, the applicant may appeal to the City Council in the same manner as for a Certificate of Appropriateness. If demolition is approved, the HPC shall notify the Building Official or Director so the appropriate permits may be issued for demolition.
- (j) **Enforcement.** All work performed pursuant to a Certificates of Appropriateness issued under this Section shall conform to all its requirements. It shall be the duty of the Director to inspect periodically to ensure such compliance.

Section 14.01.204Director of Development Services.

- (a) **Administration and Enforcement.** The Director of Development Services ("Director") shall administer and enforce this Chapter. If the Director shall find that any of the provisions of this Chapter are being violated, he shall notify in writing the person responsible for such violations, indicating the nature of the violation, and ordering the action necessary to correct it. He shall order discontinuance of illegal use of land, buildings, or structures, or of additions, alterations, or structural changes thereto; discontinuance of any illegal work being done; or shall take any other action authorized by this Chapter to ensure compliance with or to prevent violation of its provisions.
- (b) **Director or Designee.** The Director may designate appropriate staff members to assist and guide decision making for those items that require staff approval.
- (c) **Director Authority to Interpret the Zoning Ordinance.**
The Director of Development Services shall have the authority to make judgements regarding the interpretation of the regulations of the Zoning Ordinance that are deemed to meet the intent of the Chapter, including any minor modifications or waivers, and to make necessary interpretations or decisions that are not contrary to the stated goals and intent of the Chapter. Any deviations or waivers that are deemed by the Director to have major importance or that may be contrary to the stated goals and intent of the Chapter shall be processed as described in Article I, Part Three, *Procedures*.
- (d) **Approval of Plans.** Building permits or certificates of occupancy issued on the basis of plans and applications approved by the Director authorize only the use, arrangement, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction. Use, arrangement, construction, or variance with that authorized shall be deemed violation of this Chapter, and punishable as provided by Section 14.01.111, *Penalties and Enforcement*, hereof.

Sections 14.01.205 to 14.01.300Reserved.

Article I, ADMINISTRATION
PART THREE - PROCEDURES

Section 14.01.301Zoning upon Annexation.

- (a) **Home Rule Authority.** The City may, from time to time, alter its boundaries by annexing or disannexing territory in any size or shape desired in any manner provided by State law.
- (b) **Concurrent Annexation & Permanent Zoning.** All property in the process of annexation into the City shall be concurrently considered for a permanent zoning classification. The Planning & Zoning Commission shall be advised by City staff regarding a proposed annexation, and it shall hold a public hearing regarding the requested zoning classification prior to the City Council's final annexation and zoning consideration. The Planning & Zoning Commission shall make a recommendation to the City Council so that the City Council may act on the matter of annexation and permanent zoning at the same meeting. Should the City Council fail to act on the permanent zoning immediately following the annexation of the property into the City, the temporary zoning classification of AG, Agricultural shall automatically be assigned.

Section 14.01.302Creation of a Building Site.

- (a) **Legal, Buildable Site.** No permit for construction of a building or buildings upon any property within the City shall be issued until a building site, building tract, or building lot has been created in compliance with one of the following conditions:
 - (1) The property is within the boundaries of an approved plat, is located within the City limits of the City of Celina, and has been permanently zoned by the City Council.
 - (2) The property is outside the City limits of the City of Celina but within its Extraterritorial Jurisdiction (ETJ) and platted according to the City of Celina Subdivision Regulations, unless stated otherwise in an approved facilities or development agreement.
 - (3) No building or structure is allowed to be constructed within the extraterritorial jurisdiction (ETJ) of the City of Celina unless sufficient water pressure is available to support fire suppression systems, as required by the applicable City or County Fire Code.
 - (4) The property is all or part of a concept plan adopted as part of the regulations of an approved Planned Development District and the associated plat that shows all utility and drainage easements, necessary streets and other public improvements, and has been approved by the Planning & Zoning Commission. The final plat shall be filed subsequent to the construction and dedication of the required easements, alleys, and streets by the developer, and inspection and acceptance of same by the City.

Section 14.01.303Zoning Change Process (i.e. Changes to the Official Zoning Map).

- (a) **Purpose.** From time-to-time, property owners may propose changes in zoning for a tract of land. The process by which such change is accomplished is outlined below. If approved, said zoning change will cause the Zoning Map of the City to be amended accordingly.
- (b) **Authority.**
 - (1) **Property owners.** Any person, entity, or corporation having a legal or equitable ownership interest in any real property may apply to the City Council for an amendment to the Official Zoning Map or the regulations relating to a specific tract of land located within the City.
 - (2) **City of Celina.** The City may, from time to time, amend or change by ordinance the boundaries of the various zoning districts or the use and development regulations relating to a specific property in accordance with the manner provided by State law.
- (c) **Procedure & Approval.**
 - (1) **Compliance with Comprehensive Plan & Future Land Use Map (FLUP).** Before taking action on any proposed amendment or change, Staff shall determine if the proposed amendment is consistent with the goals of the Comprehensive Plan and include that finding in the staff report.
 - (2) **Comprehensive Plan & Zoning Amendment considered concurrently.** A Comprehensive Plan or future land use plan (FLUP) amendment and a zoning change may be requested together, noticed together, and be

considered at the same Planning & Zoning Commission meeting and subsequent City Council meeting. If processed together there will not be an additional application fee. However, if a Comprehensive Plan amendment is requested separately from a zoning request, an application fee is required to be paid. The amount shall be equal to the zoning application fee schedule, as shown in the Master Fee Schedule.

- (3) Notification prior to the Planning & Zoning Commission public hearing. The Commission must hold a public hearing on any application for any zoning change prior to making its recommendations to the City Council. The following State-mandated regulations must be met before the public hearing may be convened:

- i. Written notice of all public hearings on a proposed zoning change coming before the Commission, including an amendment or change to the use and development regulations governing a specific tract of land, must be sent to all owners of real property lying within the corporate city limits that are located within 200 feet of the subject property. Notice must be given a minimum of ten (10) days prior to the date set for the public hearing by mailing such notice, properly addressed and postage-paid, to each taxpayer as the ownership appears on the last approved county tax roll.
- ii. Public notification signs posted, stating that a zoning change is requested, shall be erected on the subject property a minimum of ten (10) days prior to the Planning & Zoning Commission public hearing and shall remain in place until after the City Council public hearing.
- iii. Notice of the public hearing must be posted in a publicly accessible place at City Hall a minimum of seventy-two (72) hours prior to the Commission hearing.
- iv. For any residential or multi-family zoning change, a written notice of the proposed change must be mailed to the affected school district at least ten (10) days prior to the Planning & Zoning Commission hearing.

- (4) Commission recommendation. The City Council shall not take action on a proposed zoning amendment without a recommendation from the Planning & Zoning Commission.

- (5) Notification prior to the City Council public hearing & decision. A public hearing must be held by the City Council before adopting any proposed zoning change or development regulation change relating to a specific tract of land. The following State-mandated regulations must be met before the public hearing may be convened:

- i. Notice of the City Council public hearing must be given by publication in the official newspaper of the City of Celina stating the time and place of such hearing, a minimum of fifteen (15) days prior to the hearing.
- ii. Public notification signs posted, stating that a zoning change is requested, shall be erected on the subject property a minimum of fifteen (15) days prior to the City Council hearing.
- iii. Notice of the City Council public hearing must be posted in a publicly accessible place at City Hall a minimum of seventy-two (72) hours prior to the hearing.

- (6) Written protest procedures. If a written protest against said zoning change is submitted in accordance with State Law, staff will present the protest petition and its validity to the Planning & Zoning Commission and the City Council as part of the staff report. The written protest shall be considered "valid" only if signed by the owners of twenty percent (20%) or more of either the area of the lots or land covered by the proposed change within the corporate city limits OR the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area within the corporate city limits.

- (7) Valid written protest vote. If a valid written protest is submitted to the Director, the requested zoning change shall not become effective except by the favorable vote of three-fourths (¾) of all the members of the City Council.

(d) **Public Notification Signage.**

- (1) Any person, firm, or corporation requesting a change in zoning from one zoning classification to another zoning classification on a specific site or other amendments to the use and development regulations governing such property shall erect and maintain a sign or signs upon said property.
- (2) Such signs shall be placed on the subject property by the Development Services staff, in compliance with Section (c)(3)(ii) and Section (c)(5)(ii), above and a fee for this service shall be charged to the applicant, per the Master Fee Schedule.

- (3) It shall be unlawful for anyone to remove, destroy, deface, or obstruct the view of a required sign that gives notice that a zoning hearing has been requested.

Section 14.01.304Text Amendment Process.

- (a) **Purpose.** The text of the Zoning Ordinance may be changed from time-to-time due to changes in market forces, new materials, or new best practices for issues relating to zoning. This section describes the process by which the Zoning Ordinance text may be changed.
- (b) **Authority.** Text amendments to the provisions of this zoning ordinance may only be initiated by the City.
- (c) **Procedure & Approval.**
- (1) **Planning & Zoning Commission public hearing.** The Commission shall hold a public hearing on any text amendment prior to making its recommendation to the City Council. In compliance with State law, the City shall provide notification of the proposed change in in the official newspaper of the City of Celina stating the time and place of such hearing, a minimum of fifteen (15) days prior to the hearing.
 - (2) **Planning & Zoning Commission recommendation.** The City Council shall not take action on a proposed zoning text amendment without a recommendation from the Planning & Zoning Commission.
 - (3) **City Council public hearing.** A public hearing shall be held by the City Council shall follow the same procedure detailed in Section 14.01.303(c)(5), *City Council notification & approval* before adopting any proposed text amendment.
 - (4) **City Council approval.** The City Council may, from time to time, amend, supplement, or change by Ordinance this Zoning Ordinance as provided by State law.

Section 14.01.305Concept Plan Approval.

- (a) **Purpose.** The purpose of a concept plan is to promote safe, efficient, and harmonious use of land through application of City-adopted design standards and guidelines; protect and enhance the City's environmental and aesthetic quality; ensure adequate public facilities to serve development; prevent or mitigate adverse development impacts on the natural environment; aid the evaluation and coordination of land subdivision; and promote the public health, safety, and welfare.
- (b) **Applicability.** A concept plan shall be included in all Planned Development districts and Specific Use Permits.
- (c) **Concept Plan Format & Submission Requirements.** The concept plan submission shall be comprised of the items set forth in the concept plan checklist (available online) and any additional information/materials, such as plans, maps, or exhibits as deemed necessary by the Director in order to ensure that the Planned Development or SUP request is legible, able to be understood, and that the applicable regulations have been met.

Section 14.01.306Site Plan Approval.

- (a) **Purpose.** The purpose of a site plan is to promote safe, efficient, and harmonious use of land through application of City-adopted design standards and guidelines; protect and enhance the City's environmental and aesthetic quality; ensure adequate public facilities to serve development; prevent or mitigate adverse development impacts on the natural environment; aid the evaluation and coordination of land subdivision; and promote the public health, safety, and welfare.
- (b) **Applicability.** Site plan review is required for non-residential development, multi-family development having four (4) or more dwelling units, mobile home parks, parking lot development (reconstruction and reconfiguration), non-public agricultural buildings, and residential accessory structures, and as otherwise required by the Director. Site plan approval is required prior to issuance of a building permit in order to ensure compliance with all provisions of the Zoning Ordinance, the Comprehensive Plan, the Thoroughfare Plan, and other applicable ordinances of the City of Celina.
- (c) **Procedure & Approval.** Site plans are administratively approved by the Director.
- (1) Site plan approval is revocable if it is determined that the conditions of the approval have not been met or

- if the plan contains or is based upon incorrect, fraudulent, or misrepresented information.
- (2) Site plans expire one year after approval if an associated building permit application has not been submitted, reviewed, and approved. The Director may extend the approval up to two (2) additional years for cause.
 - (3) Staff shall consider the approval, disapproval, or conditional approval of a site plan application solely on the basis of any regulations, ordinances, rules, expiration dates, or other properly adopted requirements in effect at the time.

Section 14.01.307Conditional Approvals.

- (a) **Purpose.** The purpose of a conditional approval is to allow certain land uses so long as the application meets specific stated requirements or conditions. If the applicant cannot or will not meet the conditions listed, then the Director may choose to bring the requested item before the Planning & Zoning Commission and the City Council through the Specific Use Permit (SUP) process.
- (b) **Applicability.** Land uses subject to specific conditions for approval are marked in the Schedule of Uses with a “C.” Explanatory notes are set forth in Section 14.03.401, *Permanent Land Uses That Require Conditional Approval* and Section 14.03.501, *Temporary Land Uses That Require Conditional Approval*.
- (c) **Criteria for Approval.** Building permits shall be processed once the applicant has shown that the stated conditions for approval has been met.
- (d) **Procedure & Approval.** Conditional Approvals are administratively approved by the Director of Development Services.

Section 14.01.308Specific Use Permit (SUP) Approvals.

- (a) **Purpose.** A Specific Use Permit is a permanent zoning change and as such, the City Council has considerable discretion on approving, denying, or modifying such a request. The purpose of an SUP is to add or modify specific land use rights to those already granted within a zoning district. Approvals shall consider the intensity of the proposed use within the context of the proposed location for compatibility, traffic generated, noise, and other issues determined by the Director to be pertinent to the case. Since zoning “runs with the land” and not the proposed use, thoughtful consideration should be exercised in approving an SUP since it will remain as part of the Official Zoning Map even should the use for which the SUP was sought has ceased operation.
- (b) **Applicability.** Land uses subject to approval of a Specific Use Permit are marked in the Schedule of Uses with a “S.” Explanatory notes are set forth in Section 14.03.301, *Permanent Land Uses That Require SUP Approval*.
- (c) **Procedure & Approval.**
 - (1) **Planning & Zoning Commission public hearing.** The Commission must hold a public hearing on any SUP application prior to making its recommendations and report to the City Council. The public noticing must follow the same procedure detailed in Section 14.01.303(c)(3), *Zoning Change Process, Procedure & Approval*.
 - (2) **Commission recommendation.** The City Council shall not take action on a proposed Specific Use Permit request without a recommendation from the Planning & Zoning Commission.
 - (3) **City Council public hearing.** A public hearing must be held by the City Council shall follow the same procedure detailed in Section 14.01.303(c)(5), *Zoning Change Process, Procedure & Approval* before approving any SUP.
 - (4) **City Council approval.** The City Council is authorized to approve, deny, or modify Specific Use Permit requests.
 - (5) **City Council discretion.** The City Council may impose such additional development standards and safeguards important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions.
- (d) **Official Zoning Map.** All SUPs approved in accordance with the provisions of this Chapter in its original form or as

hereafter amended shall be referenced on the Zoning Map as such.

(e) **Expiration or Reversal of Specific Use Permits.**

- (1) A Specific Use Permit shall expire if required City permits for development are not obtained and construction, if applicable, has not commenced within twenty-four (24) months from date of approval.
- (2) A Specific Use Permit may be revoked or modified, after notice to the property owner and a hearing before the City Council, for either of the following reasons:
 - i. The SUP was obtained by fraud or deception; or
 - ii. That one or more of the conditions imposed by the SUP has not been met or has been violated.
- (3) Should a Specific Use Permit expire or be reversed, the Zoning Map shall be amended to reflect this change.

Section 14.01.309Platting.

- (a) **Property within the City Limits.** The City shall not approve any plat of any subdivision within the City limits of the City until the area covered by the proposed plat shall have been permanently zoned by the City Council.
- (b) **Plat Delay Pending Annexation.** The City shall not approve any plat of any subdivision within any area where a petition for annexation or a recommendation for annexation to the City is pending before the City Council unless and until such annexation shall have been approved by the City Council.
- (c) **Regulations for Property within City Limit & ETJ.** All plats in the City limits or the City's extraterritorial jurisdiction (ETJ) must comply with the City of Celina Subdivision regulations, unless stated otherwise in an approved facilities or development agreement.

Section 14.01.310Vested Rights.

(a) **Purpose, Applicability, & Effect.**

- (1) **Purpose.** The purpose of a vested rights petition is to determine whether one or more standards of this Chapter should not be applied to a development application by operation of State law, or whether certain permits are subject to expiration.
- (2) **Applicability.** A vested rights petition may be filed for an application, permit, plan or plat, or any development application authorized under this Chapter, filed in accordance with Texas statutes. A vested rights petition may not be filed with a petition for a text amendment, a zoning map amendment, or any other request for a legislative decision by the City Council. A vested rights petition also may be filed prior to expiration of certain permits pursuant to subsection (b) below of this section.
- (3) **Effect.** Upon granting of a vested rights petition in whole or in part, the responsible official (subsection (d) below) shall process the development application and the Director of Development Services shall decide the application in accordance with the standards specified in the relief order based on prior ordinance requirements or development standards, or extend the permit otherwise subject to application pursuant to subsection (b), below.

(b) **Expiration for Projects Began on or after October 8, 2019.**

- (1) **Two-year permit expiration.** Notwithstanding any other provision of this Chapter, for any development permit authorized by this Chapter for which an expiration date is established and which is submitted for filing on or after October 8, 2019, the expiration date shall be two years following the date of approval of the permit. Exception: The holder of the permit files a petition before October 8, 2019 for a vested rights determination pursuant to this subsection, alleging that progress has been made toward completion of the project for which the application subject to expiration was filed. If a vested rights petition is filed according to the timeframes of this Section, the City Manager shall determine the expiration date of the permit in deciding the petition.
- (2) **Five-year application/project expiration.** Notwithstanding any other provision of this Chapter, for any development permit authorized by this Chapter which is submitted for filing on or after October 8, 2019, and which has expired under subsection (b)(1) above of this section, all previously approved development

applications for the same land also shall expire no later than five years from the date of filing of the first application for the project for which the expired application was filed, if the filing of an application for or approval of the expired permit was required to avoid expiration for the previously approved permit or permits, unless the holder of such permits files a petition before such date for a vested rights determination pursuant to this Section alleging that progress has been made toward completion of the project for which the applications subject to expiration were filed. If a vested rights petition is filed according to the timeframes of this Section, the City Manager shall determine the expiration date of the previously approved permits in deciding the petition.

(c) **Petition Requirements.**

- (1) **Who may petition.** A vested rights petition may be filed by a property owner or the owner's authorized agent with any development application or by the holder of a permit subject to expiration pursuant to subsection (b) above.
- (2) **Form of petition.** The vested rights petition shall allege that the petitioner has a vested right for some or all of the land subject to the development application under any applicable Texas law that requires the City to review and decide the application under standards in effect prior to the effective date of the currently applicable standards. The petition shall include the following information and documents:
 - i. A narrative description of the grounds for the petition;
 - ii. A copy of each approved or pending development application that is the basis for the contention that the City may not apply current standards to the development application that is the subject of the petition;
 - iii. The date of submittal of the application for the permit, or of a development plan pursuant to which the permit was subsequently filed, if different from the official filing date;
 - iv. The actual start date the project for which the application for the permit was submitted;
 - v. Identification of all standards otherwise applicable to the development application from which relief is sought;
 - vi. Identification of any current standards which petitioner agrees can be applied to the development application at issue;
 - vii. A narrative description of how the application of current standards affects proposed use of the land, landscaping or tree preservation, open space, or park dedication, lot size, lot dimensions, lot coverage or building size shown on the development application for which the petition is filed;
 - viii. A copy of any prior vested rights determination involving the same land; and
 - ix. Where the petitioner alleges that a permit subject to expiration under subsection (b), above, of this section should not be terminated, a description of the events constituting progress toward completion of the project for which the permit subject to expiration was approved.

- (d) **Timing for Filing Petition.** A vested rights petition must be filed with a development application for which a vested right is claimed, except that the petition may be filed before the date of expiration of any permit when filed pursuant to subsection (b), above. Where more than one application is authorized to be filed by this Chapter, the petition may be filed simultaneously for each application.

(e) **Procedure & Approval.**

- (1) **Responsible official.** The responsible official for processing the development application in conjunction with a vested rights petition is the Director of Development Services. The Director shall promptly forward a copy of the vested rights petition, along with his recommendation, to the City Manager and City Attorney for their review.
- (2) **Decision by City Manager.** The City Manager is the final decision-maker on all vested rights petitions. A request must be accompanied by a waiver of the time for decision-making on the application imposed under this Section pending decision by the City Manager on the vested rights petition, which shall stay further proceedings on the application. Upon receipt of the request, the Director of Development Services or his designee shall prepare a recommendation and forward the matter to the City Manager for decision, who shall decide the petition within thirty (30) calendar days following the petitioner's request.

- (3) Appeals. Appeals to the City Manager's decision shall be brought to the Board of Adjustment. Appeals to the decision made by the Board of Adjustment may be brought to the District or County Court, as stipulated by State law.

(f) **Criteria for Approval.**

- (1) Factors. The City Manager shall decide the vested rights petition based upon the following factors:
- i. The nature and extent of prior development applications filed for the land subject to the petition;
 - ii. Whether any prior vested rights determinations have been made with respect to the property subject to the petition;
 - iii. Whether any prior approved applications for the property have expired or have been terminated in accordance with law;
 - iv. Whether current standards adopted after commencement of the project affect proposed use of the land, landscaping or tree preservation, open space, or park dedication, lot size, lot dimensions, lot coverage or building size based upon the proposed development application;
 - v. Whether any statutory exception applies to the standards in the current Zoning Ordinance from which the applicant seeks relief;
 - vi. Whether any prior approved applications relied upon by the petitioner have expired;
 - vii. Any other provisions that are applicable under State law.
- (2) Conditions. If the claim of vested rights under a petition is based upon a pending application subject to standards that have been superseded by current standards under this Chapter, the decision-maker may condition any relief granted on the petition on the approval of the application under such prior standards.

- (g) **Application for Permits Following Final Decision on the Vested Rights Petition.** Following the City Manager's decision on the vested rights petition, the property owner shall revise the development application or permit to conform to the final decision. The decision-maker on the development application shall consider any application revised under this Article in accordance with the procedures for deciding the initial application under this Chapter and in conformity with the relief granted on the petition. If the relief granted on the vested rights petition is consistent with the development application on file, no revisions are necessary. If proceedings have been stayed on the development application pending referral of the vested rights petition, proceedings on the application shall resume after the City Manager's decision on the vested rights petition.

(h) **Action on Petition & Order.**

- (1) Action on the petition. The City Manager's decision on the vested rights petition may take any of the following actions:
- i. Deny the relief requested in the petition, and direct that the development application shall be reviewed and decided under currently applicable standards;
 - ii. Grant the relief requested in the petition, and direct that the development application shall be reviewed and decided in accordance with the standards contained in identified prior regulations; or
 - iii. Grant the relief requested in part, and direct that certain identified current standards shall be applied to the development application, while standards contained in identified prior regulations also shall be applied; or
 - iv. For petitions filed pursuant to subsection (b) above of this section, specify the expiration date or the conditions of expiration for the permit(s).
- (2) Order on the petition. The City Manager's report and each decision on the vested rights petition shall be memorialized in an order identifying the following:
- i. The nature of the relief granted, if any;
 - ii. The approved or filed development applications upon which relief is premised under the petition;
 - iii. Development standards which shall apply to the development application for which relief is sought;
 - iv. Prior standards which shall apply to the development application for which relief is sought, including any procedural standards;
 - v. The statutory exception or other grounds upon which relief is denied in whole or in part on the petition;

- vi. To the extent feasible, subordinate development applications that are subject to the same relief granted on the petition; and
- vii. For petitions filed pursuant to subsection (b) of this section, the date of expiration of the permit or permits.

(i) **Expiration & Extension.**

- (1) **Expiration.** Relief granted on a vested rights petition shall expire on occurrence of one of the following events:
 - i. The petitioner or property owner fails to submit a required revised development application consistent with the relief granted through the vested rights decision within forty-five (45) days of the final decision on the petition;
 - ii. The development application for which relief was granted on the vested rights petition is denied under the criteria made applicable through the relief granted on the petition; or
 - iii. The development application for which relief was granted on the vested rights petition expires.
- (2) **Extension.** Extension of the date of expiration for the development application for which relief was granted on a vested rights petition shall result in extension of the relief granted on petition for a like period.

Section 14.01.311Building Permits & Certificates of Occupancy.

(a) **Building Permits.**

- (1) **Applicability.** No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefore issued by the City's Building Official authorized to issue the same. No building permit shall be issued except in conformity with the provisions of this Chapter and all applicable building codes of the City.
- (2) **City & ETJ.** Building permits are required within the City limits and on all property within the City's extraterritorial jurisdiction (ETJ) that was platted through the City.
- (3) **Site plan required.** No building permit shall be issued for the construction of a building or buildings upon any tract or plot unless the tract is a platted lot of record and the structure has been reviewed and approved through the site plan process, unless otherwise declared eligible by the Director or the City's Building Official.
- (4) **Approval.** Building permits are approved by the City's Building Official following review and approval of applicable department staff.

(b) **Certificate of Occupancy.**

- (1) **Applicability.** It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a Certificates of Occupancy shall have been issued by the Building Official stating that the proposed use of the building or land conforms to the requirements of this Chapter.
- (2) **Non-conforming structures.** No nonconforming structure or use shall be maintained, renewed, changed, or extended until a Certificates of Occupancy shall have been issued by the Building Official.
- (3) **Conformance with Zoning Ordinance.** No permit for the erection, alteration, moving, or repair of any building shall be issued until an application has been made for a Certificates of Occupancy and the CO shall be issued in conformity with the provisions of this Chapter upon completion of the work.
- (4) **Approval.** Certificates of Occupancy and Temporary Certificates of Occupancy are approved by the City's Building Official following review and approval of applicable department staff.
- (5) **Temporary approval.** A temporary certificate of occupancy may be issued by the Director for a period not exceeding six (6) months during alterations or partial occupancy of a building pending its completion, provided that such temporary certificate may require such conditions and safeguards as will protect the safety of the occupants and the public.

Sections 14.01.312 to 14.01.400Reserved.

ARTICLE II – ZONING DISTRICTS
PART ONE – DISTRICTS ESTABLISHED

14.02.101.....Established Districts.

- (a) The established zoning districts in the City of Celina are as follows:

ARTICLE II, PART ONE, TABLE 1 - FORMER & CURRENT ZONING DISTRICTS				
<i>Former & Obsolete Zoning Classifications</i>	<i>New Zoning Classification</i>	<i>Zoning Description</i>	<i>Zoning Ordinance Section</i>	<i>Page Number</i>
SINGLE-FAMILY ZONING DISTRICTS				
SF-E	SF-E	Single-Family Residential Estate District	14.02.202	43
SF-15, SF-10, SF-9, SF-7.5, and SF-R	SF-R	Single-Family Residential Detached District	14.02.203	44
PH, 2F, and TH	SF-A	Single-Family Residential Attached District	14.02.204	45
MH	SF-M	Single-Family Residential Manufactured Home District	14.02.205	45
OT-R	OT-R	Old Town Residential District	14.02.206	46
MULTI-FAMILY ZONING DISTRICTS				
MF1	MF-1	Multi-Family Garden Style District	14.02.302	52
MF2	MF-2	Multi-Family Urban Edge District	14.02.303	53
MF2	MF-3	Multi-Family Urban Living District	14.02.304	54
NON-RESIDENTIAL ZONING DISTRICTS				
CF	CF	Community Facilities District	14.02.402	56
C-1, C-2, B-1, B-2, B-3, B-4, ONS, and RO	C	Commercial, Office, & Retail District	14.02.403	56
I-1, I-2, and HI	I	Industrial District	14.02.404	56
AG	AG	Agricultural District	14.02.405	57
MU-1, MU-2	MU	Mixed Use District	14.02.406	57
HD	OT	Old Town District (current)	14.02.407	59
SPECIAL DISTRICTS				
PD	PD	Planned Development District	14.02.501	62
PRO	PRO	Preston Road Overlay District	14.02.502	64
DNTO	DNTO	Dallas North Tollway Overlay District	14.02.503	70
-	CCO	Collin County Outer Loop Overlay District	14.02.504	77
HD	OT	Downtown District (future)	14.02.505	78

- (b) All tracts of land located in the former or obsolete zoning districts shall abide by the regulations in the associated new zoning district.

ARTICLE II – ZONING DISTRICTS
PART TWO – RESIDENTIAL DISTRICTS

14.02.201.....Residential Districts, General Requirements.

- (a) **Purpose.** The overall purpose of the single-family residential districts is to create a mix of home ownership opportunities within the City.
- (b) **Permitted Uses.** No building, structure, land, or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 14.03.101, *Schedule of Uses – Residential*.
- (c) **General Regulations.** Given that the City of Celina is an area designated with historical, cultural, and architectural importance and significance, the following provisions apply to all residential districts unless otherwise specified within their respective descriptions in Sections 14.02.202 through 14.02.206.
 - (1) **Open space.** All residential districts are subject to twenty percent (20%) open space with a minimum of fifty percent (50%) of that open space being “usable open space,” as defined in Section 14.01.115, *Other Zoning Ordinance Definitions*. Areas of “non-usable open space” may be allowed to be counted as a portion of the “usable open space” if the area is sufficiently amenitized, per Director approval.
 - (2) **Ownership & maintenance.** Any open space area shall be platted as a common area lot, be owned and maintained by the homeowners’ association or HOA, and be designated with an “X” on the plat. Open space should be located to preserve existing trees and other desirable physical features.
 - (3) **Minimum lot width for front entry garages.** Any lot width less than sixty (60) feet shall have a rear entry, alley-loaded garage. Front-loading garages are allowed only on lots that are sixty (60) feet or greater in width.
 - (4) **Garage placement.**
 - i. Front facades & front-facing garage placement – one-story homes. The face of garage doors shall not extend beyond the front façade of any residential structure unless one or both of the following conditions apply; and in that case, the face of the garage door may extend up to a maximum of eight (8) feet beyond the front façade:
 - a. A front porch extending a minimum of fifty percent (50%) of the front façade is provided; or
 - b. A bay window is provided on the longest wall face of the front façade.
 - ii. Front facades & front-facing garage placement – two story homes. The face of garage doors may extend beyond the front façade of any residential structure up to a maximum of eight (8) feet beyond the front façade.
 - iii. Front facades & J-swing garage placement. When the doors of garages are designed to be perpendicular to the street access (as in J-swing garages), the garage facade may extend in front of the main front façade of the residential structure.
 - iv. Side facades & J-swing garages. J-swing garages shall have a minimum of twenty (20) feet from the door face of the garage to the side property line for maneuvering and tandem parking.
 - (5) **Pedestrian connectivity.** All residential developments shall provide pedestrian connections within the subdivision and stub out these trails or sidewalks to the edge of the property for future connections.
 - (6) **Foundations required.** All residential units shall be constructed on a permanent foundation that complies with the currently adopted International Building Codes, with the exception of single-family manufactured homes.
 - (7) **Plat requirements.** All single family homes shall be platted on an individual lot. This lotting requirement applies to single family attached and detached dwelling units with the exception of duplexes, which allows both units to be platted on a single lot.
 - (8) **RV use.** Recreational vehicles, manufactured homes, travel trailers, or motor homes may not be used for on-site dwelling purposes.
 - (9) **Additional on-site dwellings.** Accessory dwelling units shall adhere to the regulations listed in Section 14.03.202(a), *Accessory Dwelling Units*.
 - (10) **Open storage.** Open storage is prohibited except for materials for the resident's personal use or

consumption such as firewood, garden materials, etc. Open storage on one's property must be maintained in a proper manner and is subject to Code Enforcement for any nuisance violation.

- (11) Nonresidential uses. Site plan approval (see Section 14.01.306) shall be required for any nonresidential use (such as an amenity center, school, church or house of worship, etc.). Any nonresidential land use that may be permitted in residential districts shall conform to the C, Commercial, Office, & Retail district standards for setbacks and exterior materials as shown in Article 14.04, Part One, *Architectural Design Standards*, of the Zoning Ordinance, as exists or may be amended.
- (12) Gated Communities. Private, gated communities are discouraged since this concept limits connectivity to other residential communities as well as to goods and services provided nearby, including access to public schools.

(d) **Other Applicable Regulations.**

- (1) Article III, Use Regulations, Part Two, *Accessory Uses*.
- (2) Article IV, Site Development Standards, Part One, *Architectural Design Standards*.
- (3) Article IV, Site Development Standards, Part Two, *Landscaping & Tree Preservation*.
- (4) Article IV, Site Development Standards, Part Three, *Screening Walls & Fencing*.
- (5) *Neighborhood Vision Book*.

14.02.202.....SF-E, Single-Family Residential Estate District.

- (a) **Purpose**. The purpose of the SF-E Single-Family Estate District is to allow single-family detached dwellings on large lots of not less than one (1) acre in size, together with allowed incidental and accessory uses. This district is intended to provide for residential living within a more rural setting.
- (b) **Height & Area Regulations**. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot shall be as follows:

ARTICLE II, PART TWO, TABLE 1	
SF-E, SINGLE-FAMILY ESTATE DEVELOPMENT STANDARDS	
Maximum Height	50'
Minimum Front Yard Setback	40'
Minimum Side Yard Setback	20'
Minimum Side Yard Setback on corner	30'
Minimum Rear Yard Setback	25'
Minimum Lot Width (at building line)	100'
Minimum Lot Depth (average)	200'
Minimum Lot Area	1 acre
Minimum Floor Area (air conditioned space)	3,000 sq. ft.
Minimum Number of Garage Spaces	2
Minimum Number of Additional Spaces	2

(c) **Other Applicable Regulations.**

- (1) Open space. Because of the large lots associated with SF-E zoning, there is no specific requirement for open space in this district.
- (2) Additional dwelling unit allowed. A separate "mother-in-law" unit is allowed as an accessory structure and may be built in conjunction with a garage or other allowed accessory building. Exterior standards for the additional dwelling unit shall be the same as the primary residence (see also Section 14.03.202(a), *Accessory Dwelling Unit Regulations*).
- (3) Gated drives. Gates for gated entry driveways shall be set back from the edge of pavement by a minimum of twenty-five (25) feet to avoid interfering with traffic flow on the adjacent street.
- (4) Fencing. Livestock enclosures may deviate from the fencing standards of Article IV, *Site Development Standards*, Part Three, *Screening Walls & Fencing* and may be constructed of materials suitable for containment of livestock (but not barbed wire or razor wire).

14.02.203SF-R, Single-Family Residential Detached District.

- (a) **Purpose.** The Single-Family Residential Detached District applies to any single-family detached dwelling unit that does not meet the acreage requirement of the SF-E, Single-Family Estate District, the geographic location requirement of the OT, Downtown District, or the exterior material standards of the SF-M, Single-Family Manufactured Home District. The SF-R district is established to create neighborhoods in which there is a blend of home sizes and styles. The neighborhoods will include amenities that support and augment the overall development and individual property investments. The SF-R district is considered a generic district and may have a wide variety of lot sizes and dwelling unit types. Standards listed below are minimums that are required for safety and/or maneuverability. However, when applied within a Planned Development, the actual standards may exceed or differ from the minimum standards listed below.
- (b) **Height & Area Regulations.** The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per residential unit permitted on any lot, shall be as follows:

ARTICLE II, PART TWO, TABLE 2A	
SF-R, SINGLE-FAMILY RESIDENTIAL DETACHED DEVELOPMENT STANDARDS	
Maximum Height	40'
Minimum Front & Rear Sliding Setbacks (excluding garage) with either setback a minimum of 10 feet ¹	40' total
Minimum Garage Setback (to allow for additional tandem parking)	20'
Minimum Side Yard Setback ²	5'
Minimum Side Yard Setback on Corner (measured from curb) ³	15'
Minimum Lot Width (at building line)	35'
Maximum Overall Density ⁴	3.5 units/acre
Minimum Lot Area	-
Minimum Floor Area	1,200 sq. ft.
Minimum Number of Garage Spaces per Unit	2
Minimum Number of Additional Parking Spaces per Unit	2

Note 1. Total front and rear setback is a minimum of 40' with the minimum of either being 10'.

Note 2. If a zero or reduced lot line product is planned, the total distance between dwelling units shall be per the adopted Building Codes and Fire Codes of the City.

Note 3. If no curb is present, the minimum side yard on a corner shall be 10' from the pavement edge.

Note 4. Smaller lots may be clustered to allow for a greater open space area to be owned and managed by the HOA.

(c) **Other Applicable Regulations.**

- (1) **Minimum percentages of lot sizes.** In developments ten (10) acres or greater in size and where the developer intends to provide house lots of different sizes, the following minimums and maximums percentages apply. A minimum of ten (10) feet in width variation is required (for example: 50', 60', and 70'; not 50', 55', and 60').

ARTICLE II, PART TWO, TABLE 2B		
SF-R, SINGLE-FAMILY RESIDENTIAL MAXIMUM/MINIMUM LOT PERCENTAGES		
	<i>Minimum Percentage</i>	<i>Maximum Percentage</i>
Smallest lot size	-	50%
Medium lot size(s)	flexible	flexible
Largest lot size	15%	-

- (2) **Amenities.** A minimum of three (3) of the following shall be included within the overall residential development: private amenity center, swimming pool, sports court, passive recreation field, community meeting room, amenitized pond or lake, and/or dog park. Hike and bike trails that are in addition to those shown on the Master Trail Plan may also be included in the amenity count. See the adopted *Neighborhood Design Guidelines* for more information regarding amenities.

14.02.204.....SF-A, Single-Family Residential Attached District.

- (a) **Purpose.** The SF-A, Single-Family Residential Attached District is established to provide a more dense housing type that still affords home ownership. Each dwelling unit shall be sited on an individually platted lot (with the exception of duplexes), although there may be no separation between dwelling units other than fire walls as may be required by the Fire Code. In general, these homes are more vertical in nature, are clustered within the development, and have shared open space.
- (b) **Site Plan Review Required.** All townhome, patio homes, and duplex developments are subject to site plan review and approval by Director of Development Services. The site plan shall show the typical layout of the attached home lots, the overall layout of the development, and shall be reviewed as an exhibit as part of the civil review process.
- (c) **Height & Area Regulations.** The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per residential unit permitted on any lot shall be as follows:

ARTICLE II, PART TWO, TABLE 3	
SF-A, SINGLE-FAMILY RESIDENTIAL ATTACHED DEVELOPMENT STANDARDS	
Maximum Height	60'
Minimum Front & Rear Sliding Setbacks (excluding garage) with either setback a minimum of 10 feet ¹	30' total
Minimum Garage Setback (to allow for additional tandem parking)	20'
Minimum Side Yard Setback (3 to 6 units)	5'
Minimum Side Yard Setback (7 to 10 units)	10'
Minimum Side Yard Setback on Corner	15'
Minimum Lot Width (at building line)	25'
Maximum Block Length	600'
Maximum Number of Units per Building	10
Maximum Impervious Surface	80%
Minimum Number of Garage Spaces per Unit	2

Note 1. Total front & rear setback is a minimum of 30' with the minimum of either being 10'.

- (d) **Parking Regulations.** In addition to the general requirements listed in Article IV, Part Four, *Parking & Stacking Standards*, the following regulations apply to any single family attached development:
- (1) **Minimum parking & garage access.** All single-family attached developments shall provide rear entry, off-street parking within a minimum two (2) car garage.
 - (2) **On-street parking.** Parallel or angled parking shall be provided along the curb in the right-of-way adjacent to single family attached units. These spaces shall not count toward the minimum number of parking spaces required per unit but may apply to required visitor parking ratio.

14.02.205.....SF-M, Single-Family Manufactured Home District.

- (a) **Purpose.** The purpose of this zoning district is to provide the opportunity for certain manufactured and modular dwellings with specific reference to the seal of approval granted by appropriate State agencies and meeting federal standards. All regulations listed below apply to both the SF-M District or SF-M Park.
- (b) **Definitions.**
- i. SF-M Park. An area zoned as a place on which manufactured homes may be sited on a temporary or semi-permanent basis on lots that are leased by a manufactured home park owner or manager.
 - ii. SF-M District. An area zoned as a permanent subdivision of manufactured homes that are permanently sited on individually platted lots.
- (c) **Area Minimums & Maximums.** The location of an SF-M zoning district shall be sited on a tract of land that is at least five (5) acres and not more than twenty-five (25) acres.
- (d) **Height & Area Regulations.** The height of buildings, the minimum dimensions of lots and yards, and the minimum

lot area per family permitted on any lot shall be as follows:

ARTICLE II, PART TWO, TABLE 4	
SF-M, SINGLE-FAMILY MANUFACTURED HOME DEVELOPMENT STANDARDS	
Maximum Height	20'
Minimum Front Yard Setback	25'
Minimum Side Yard Setback	5'
Minimum Side Yard Setback on corner	15'
Minimum Rear Yard Setback	10'
Minimum Lot Width (at building line)	60'
Minimum Lot Depth	-
Minimum Lot Area	6,000 sq. ft.
Minimum Floor Area	650 sq. ft.

14.02.206.....OT-R, Downtown Residential District.

- (a) **Purpose.** The Downtown residential district (OT-R) is intended to provide for the development of primarily detached, single-family residences on existing lots of not less than 7,000 square feet in size, churches, schools, and public parks in logical neighborhood units around the central business area.
- (b) **Site Plan Approval.** Site plan approval shall be required for any nonresidential use (such as a school, church, child care center, private recreation facility, etc.) in the OT-R district. Any nonresidential land use that may be permitted in this district shall conform to the C, Commercial, Office, & Retail district standards and shall be reviewed as an exhibit as part of the civil review process.
- (c) **Height & Area Regulations.** In said OT-R, Downtown Residential District the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot, shall be as follows:

ARTICLE II, PART TWO, TABLE 5A	
OT-R, DOWNTOWN RESIDENTIAL DISTRICT DEVELOPMENT STANDARDS	
Maximum Height (main building or house)	40'
Minimum Front Yard Setback ¹	25'
Minimum Side Yard Setback	5'
Minimum Side Yard Setback on corner ¹	15'
Minimum Rear Yard Setback	25'
Minimum Lot Width (at building line)	50'
Minimum Lot Depth	110'
Maximum impervious surface	50%
Minimum Lot Area	7,000 sq. ft.
Minimum floor area (new buildings)	1,200 sq. ft.

Note 1. Porches, eaves and awnings may encroach up to 6' into the front yard. Front entry garages shall be flush or set back from the front facade of the house. Projections from the front facade of the house such as porches, eaves and awnings shall not count as the front facade.

- (d) **Architectural Standards.**
- (1) To achieve the architectural style and characteristics of homes constructed from the 1890's to the 1930's, a minimum of four (4) of the following elements must be incorporated into the design of the primary structure:
- i. Multiple pane (divided light) windows:



- ii. Decorative columns and railings within the front porch area:



- iii. Gables with decorative vents and windows:



- iv. Dormer windows:



- v. Cupolas:



vi. Bay windows with a maximum projection of 24 inches:



vii. Window shutters:



- (2) Exterior materials. The exterior of the primary structure shall be clad in masonry, smooth stucco, stone, horizontal wood, cementitious material (such as Hardiplank® or Hardiboard®) or other high-quality wood substitute.
 - i. Decking required. For homes with exteriors clad in HardiBoard®/ Hardiplank®, wood or other allowed high-quality wood substitute, such cladding shall be installed over plywood or OSB sheathing with a minimum thickness of 1/2 inch.
 - ii. Joins for all HardiBoard® or Hardiplank® or other high-quality wood substitute shall be centered and face nailed on a stud with a maximum gap of 1/8 inches or as otherwise specified by the manufacturer. Joins shall be staggered at random lengths and in accordance with manufacturers' specifications and "zipper joins" shall be prohibited (as shown, right).
- (3) Minimum roof pitch. All single-family structures within the OT-R shall have a minimum roof pitch of 6:12.
- (4) Window percentage. Walls facing a public street must contain a minimum of ten percent (10%) of the wall area in windows or doors.



- (5) Window enhancements. Windows shall be encased with appropriate architectural trim. Windows shall not be flush with the exterior building facade and shall be provided with an architectural surround at the jamb.

(e) **Site Development Standards.**

- (1) Side-entry garages. Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty (20) feet from the door face of the garage or carport to the side property line for maneuvering.
- (2) Garages. Garages shall not be required, however if they are provided they must meet the following regulations:
 - i. Garages shall be recessed from the front of the primary structure by a minimum of ten feet.
 - ii. Garages shall not comprise more than thirty percent (30%) of the front building elevation.
 - iii. A minimum setback of 20 feet shall be maintained between the garage door and a public right-of-way.
 - iv. Garages shall be limited to two (2) bays, not to exceed a total of 400 square feet.
- (3) Vehicle parking.
 - i. A minimum of two (2) off-street parking spaces shall be provided for each primary residential structure.
 - ii. All off-street parking spaces and related driveways shall be permanently surfaced and paved of concrete in accordance with the City's standards for paving of off-street parking and driveways.
 - iii. A minimum of one (1) off-street parking space shall be covered by a permanent structure, carport, or garage.
 - iv. All parking structures and carports, exclusive of garages, shall incorporate a fully enclosed storage area containing a minimum of seventy (70) square feet within the parking structure or carport.
 - v. All parking structures or carports shall be constructed of like or similar materials to those of the primary structure.
- (4) Covered porches required. Front covered porches shall be required for each structure. These covered porches must meet the following minimum criteria:
 - i. A front covered porch that is permanently attached to and is an integral part of the primary structure shall be constructed of like and similar materials to those of the primary structure.
 - ii. Each front covered porch must include a minimum depth of five feet from the primary structure as measured perpendicular to the front door.
- (5) Minimum roof pitch. A minimum roof pitch of 5:12 is required for all front covered porches that are constructed as extensions to the front building elevation.

(f) **Other Applicable Regulations.**

- (1) On-site dwellings. Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (2) Open storage. Open storage is prohibited except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.
- (3) Temporary facilities. There shall be no permanent use of temporary facilities or buildings.
- (4) Article 14.03, Use Regulations, Part Two, *Accessory Uses*.
- (5) Article 14.04, Site Development Standards, Part Two, *Landscaping & Tree Preservation*.
- (6) Article 14.04, Site Development Standards, Part Three, *Screening Walls & Fencing*.

(g) **Affordable Housing Regulations.**

- (1) Nonprofit organization criteria. These regulations are applicable only to new construction on existing lots by certain nonprofit organizations meeting the following criteria:
 - i. The organization is a nonprofit organization that develops housing for low-income individuals and families as a primary activity to promote community-based revitalization of the City of Celina; or
 - ii. Be a nonprofit corporation described by 26 U.S.C. section 501(c)(3) that:
 - Has been incorporated in the State for at least one (1) year;
 - Has a corporate purpose to develop affordable housing that is stated in its articles of incorporation, bylaws or charter;
 - Has at least one member of its board of directors residing in the City of Celina; and

- Engages primarily in the building, repair, rental, or sale of housing for low-income individuals and families; or
- iii. Be a religious organization that:
 - Owns other property located in the City of Celina that is exempt from taxation under section 11.20, Tax Code; and
 - Has entered into a written agreement with the City regarding the revitalization of the land.
- (2) Existing subdivisions. These regulations are applicable only to new construction on existing lots within the following subdivisions: Old Donation, Malone Addition, Ousley Addition, Perkins Addition, Bateman Addition, J.K. Rice Addition, and Massey Addition.
- (3) Height & Area Regulations. In said OT-R, Downtown Residential District the height of buildings, the minimum dimensions of Affordable Housing lots and yards, and the minimum lot area per family permitted on any lot, shall be as follows:

ARTICLE II, PART TWO, TABLE 5B DOWNTOWN RESIDENTIAL DISTRICT DEVELOPMENT STANDARDS AFFORDABLE HOUSING CRITERIA	
Maximum Height (main building or house)	35'
Minimum Front Yard Setback ¹	25'
Minimum Side Yard Setback	5'
Minimum Side Yard Setback on corner ¹	15'
Minimum Rear Yard Setback	25'
Minimum Lot Width (at building line)	50'
Minimum Lot Depth	100'
Maximum impervious surface	50%
Minimum Lot Area	5,000 sq. ft.
Minimum floor area (new buildings)	-

1. Note 1. Porches, eaves and awnings may encroach up to 6' into the front yard.
Front entry garages shall be flush or set back from the front facade of the house.
Projections from the front facade of the house such as porches, eaves and awnings shall not count as the front facade.

- (4) Minimum design standards.
 - i. The outside shape of a dwelling unit shall contain a minimum of five (5) outside corners with a minimum wall length of two (2) feet.
 - ii. No single building elevation shall be duplicated within six (6) lots.
- (5) Minimum roof pitch required. A minimum 5:12 roof pitch is required for each primary structure.
- (6) Minimum overhang required. Each primary structure must be constructed with a roof overhang of not less than eight (8) inches as measured from the finished exterior building facade to the soffit.
- (7) Roofing system required. Installed roofing shingles must consist of three-tab or dimensional shingles with a minimum manufacturer's rating of twenty (20) years.

Sections 14.02.207 to 14.02.300Reserved.

ARTICLE II – ZONING DISTRICTS

PART THREE – MULTI-FAMILY ZONING DISTRICTS

14.02.301.....Multi-Family Development, General Requirements.

- (a) **Purpose.** The overall purpose of the three multi-family zoning districts is to create a mix of rental housing opportunities within the City of Celina.
- (b) **Permitted Uses.** No building, structure, land, or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 14.03.102, *Schedule of Uses – Non-Residential*.
- (c) **Regulations.** Given that the City of Celina is an area designated with historical, cultural, and architectural importance and significance, the following provisions apply to all multi-family districts unless otherwise specified within their respective descriptions in Sections 14.02.302 through 14.02.304.
- (1) **Site plan approval.** Façade and siting approval shall be part of the overall site plan approval process. This will include, but not be limited to, the materials used on each façade, the orientation of buildings to the street, adjacency to single-family residential developments and commercial buildings, and location of open space. Site plans may be approved by the Director of Development Services through the civil plan review process or as part of a Planned Development.
- (2) **Setbacks adjacent to single-family residential.** When any multi-family development is sited adjacent to a single-family zoning district or vacant land designated as single-family on the Comprehensive Plan, the following regulations apply:

ARTICLE II, PART THREE, TABLE 1		
SETBACKS & LANDSCAPE BUFFERS ADJACENT TO SINGLE-FAMILY		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	40 feet	15 feet
3 story	60 feet	20 feet
4+ story	100 feet	30 feet

Note 1. Parking and/or drive aisles may be located within the setback.

Note 2. Refer to Section 14.04.207(c) for landscaping requirements within buffers.

- (3) **Parking regulations for multi-family developments.** The minimum off-street parking and loading regulations shall comply with the following:
- No garage doors shall face a public street.
 - No covered parking spaces and/or detached garages may be placed between a multi-family building and a public street.
 - Stacking spaces (tandem spaces between the garage door and fire lane) shall not be counted towards required parking spaces.
 - The ratio of required parking spaces per bedroom shall be as follows:

ARTICLE II, PART THREE, TABLE 2A	
MULTI-FAMILY PARKING SPACES PER UNIT SIZE	
<i>Type of Unit</i>	<i>Number of Spaces</i>
Studio	1.5
1 bedroom	1.5
2 bedrooms	2.0
3+ bedrooms	2.5
Total required spaces	No less than 1.8 spaces per dwelling unit overall

- v. Percentage of parking that shall be enclosed or structured shall be as follows:

ARTICLE II, PART THREE, TABLE 2B	
MULTI-FAMILY PERCENT OF ENCLOSED OR STRUCTURED PARKING	
<i>Type of Multi-Family</i>	<i>Minimum Percent of Enclosed or Structured Parking</i>

MF-1, Garden Style	10%
MF-2, Urban Edge	none required
MF-3, Urban Living	75%

- (4) **Open space.** All multi-family districts requires twenty percent (20%) of the gross acreage as open space with a minimum of fifty percent (50%) of that open space being “usable open space,” as defined in Section 14.01.115, *Other Zoning Ordinance Definitions*. Any open space area shall be platted as a common area lot, be owned and maintained by the owner or management firm, and be designated with an “X” on the plat. Open space should be located to preserve existing trees and other desirable physical features.
- (5) **Maximum number of 3+ bedroom units.** No more than ten percent (10%) of the total units of any multi-family development shall have three (3) or more bedrooms.
- (6) **Mail kiosks.** Mail kiosk shall have a minimum of three (3) required parking spaces for the development within fifty (50) feet of the kiosk, unless a drive-thru facility is provided. The mail kiosk must be constructed of the same materials as the main structure.

(d) **Other Applicable Regulations.**

- (1) Article IV, Site Development Standards, Part One, *Architectural Design Standards*.
- (2) Article IV, Site Development Standards, Part Two, *Landscaping & Tree Preservation*.
- (3) Article IV, Site Development Standards, Part Three, *Screening Walls & Fencing*.
- (4) Article IV, Site Development Standards, Part Five, *Lighting Standards*.
- (5) *Neighborhood Vision Book*.

14.02.302.....MF-1 – Multi-Family District, Garden Style.

- (a) **Purpose.** The MF-1 District is intended as a relatively low density multi-family development that is designed with commonly used open space, some garage or covered parking options for residents, amenities such as a fitness centers, community rooms, tennis courts, dog parks, or other amenities typically provided in a suburban, garden-style multi-family development.
- (b) **General Locations.** Locations of MF-1 zoning districts should be sited adjacent to areas that have generally low to medium density residential development and are not anticipated to develop with an urban character.
- (c) **Specific MF-1, Garden-Style Design Regulations.**
 - (1) **Maximum density.** The maximum density for MF-1 developments shall be 18 units/acre.
 - (2) **Maximum height.** Maximum height of MF-1 developments shall be four (4) stories.
 - (3) **Enclosed parking.** A minimum of ten percent (10%) of all parking provided on the MF-1 site shall be in enclosed garages or parking structures.
 - (4) **Courts.** Where MF-1 buildings are designed to create inner courts, the façade materials of all exterior walls shall extend into such court area for a distance not less than five (5) feet.
 - (5) **Exterior stairs.** Stairs between floors shall be screened with architectural features to avoid a direct view of a stairwell from any public street or open space.
 - (6) **Balconies & patios.** Where MF-1 residential buildings are designed with balconies or patios facing a public street, such balconies shall not extend beyond the building line.
 - (7) **Building orientation & spacing.**
 - i. MF-1 buildings, when located adjacent to any single-family residential district or use shall be sited perpendicular to the single-family lots.
 - ii. MF-1 buildings on a single parcel of land shall have the following minimum distance between structures:

ARTICLE II, PART THREE, TABLE 3 MF-1 DISTANCE BETWEEN STRUCTURES	
<i>Orientation</i>	<i>Distance Between Structures</i>
Face to Face	50 feet
Face to End	30 feet

Corner to Face or End	30 feet
End to End	30 feet

- (d) **Required Amenities.** A minimum of four (4) of the following must be incorporated into each MF-1 development. A minimum of two (2) major amenities must be provided. The scale of the amenities as well as other comparable amenities shall be approved through the site plan approval process.

- (1) Major amenities:
 - i. Dog park.
 - ii. Indoor exercise facility.
 - iii. Jogging trail.
 - iv. Sport courts or fields (volleyball, baseball, tennis etc.).
 - v. Swimming pool.
- (2) Minor amenities:
 - i. Gazebo.
 - ii. Improved picnic areas (with tables, grills, shading).
 - iii. Playground or tot lot.
 - iv. Splash pad.
 - v. Putting green.

14.02.303.....MF-2 – Multi-Family District, Urban Edge.

- (a) **Purpose.** The MF-2 District is more urban in nature than garden style multi-family developments and provides a mid-range of density for apartment complexes. This type of district places the buildings close to the street and makes use of wide sidewalks and more narrow streets, often with limited open space and interior sited parking garages or surface lots. The MF-2 development is typically provided at the edges of urban centers, often combined with commercial, office, and entertainment uses in close proximity.
- (b) **General Locations.** Locations of MF-2 zoning districts should be sited in areas that will develop with an urban character, such as at major intersections of the Dallas North Tollway and crossing arterials or other dense urban-type hubs throughout Celina. MF-2 zoning should not be located adjacent to any single-family residential district or use, unless appropriate spatial buffering is provided.
- (c) **Specific MF-2, Urban-Edge Design Regulations.**
 - (1) **Maximum density.** The maximum density for MF-2 developments shall be 28 units/acre.
 - (2) **Height.** All buildings within an MF-2, Urban-Edge development shall be a minimum of two (2) stories in height with a maximum height of six (6) stories.
 - (3) **Courts.** Where MF-2 residential buildings are designed to create inner courts, the faces of all opposite walls of such courts shall be a minimum distance of thirty (30) feet apart and no balcony or canopy shall extend into such court area for a distance not less than five (5) feet.
 - (4) **Balconies/patios.** Where MF-2 residential buildings are designed with balconies or patios facing a public street, such balconies shall not extend beyond the building line.
- (d) **Required Amenities.** A minimum of four (4) of the following must be incorporated into each MF-2 development. A minimum of two (2) major amenities must be provided. The scale of the amenities as well as other comparable amenities shall be approved through the site plan approval process.
 - (1) Major amenities:
 - i. Indoor exercise facility.
 - ii. Jogging trail.
 - iii. Sport courts or fields (volleyball, baseball, tennis etc.).
 - iv. Swimming pool.
 - (2) Minor amenities:
 - i. Gazebo.
 - ii. Improved picnic areas (with tables, grills, shading).

- iii. Playground or tot lot.
- iv. Splash pad.

14.02.304.....MF-3 – Multi-Family District, Urban Living.

- (a) **Purpose.** The MF-3 District is strictly urban in nature and is typically part of a mixed-use development. This type of district places the buildings close to the street and makes use of wide sidewalks and more narrow streets, often with limited open space and interior sited garages making up the majority of the parking. The MF-3 development is provided in an urban setting, often combined with commercial, office, and entertainment uses as part of the same development or in close proximity.
- (b) **General Locations.** Locations of MF-3 zoning districts should be sited in areas that will develop with an urban character, such as at major intersections of the Dallas North Tollway and crossing arterials or other dense urban-type hubs throughout Celina. MF-3 zoning should not be located adjacent to any single-family residential district or use, unless significant spatial buffering is provided.
- (c) **Open Space Calculation.**
 - (1) MF-3 districts are subject to twenty percent (20%) open space of the building footprint (rather than the gross acreage of MF-1 and MF-2 districts). The Director has the discretion to reduce this percentage if conditions dictate that reducing the open space will be in the best interest of the City.
 - (2) It is expected that some or all of the shared amenities for MF-3 developments will be provided within interior spaces. Therefore, the open space requirement for this type of multi-family development may be reduced by the amount of shared interior open space provided, such as interior or rooftop swimming pools, sports courts, community rooms, etc.
- (d) **Specific MF-3, Urban Living Design Regulations.**
 - (1) **Minimum & maximum density.** MF-3 developments shall have a minimum twenty-eight (28) units per acre and a maximum sixty (60) units per acre. These density figures may be amended by the City Council.
 - (2) **Mixed-use integration.** Urban-character projects shall be integrated at the time of construction within mixed-use developments. Residential units may be located in separate, freestanding buildings or may be combined vertically in multi-use buildings of multi-story design.
 - (3) **First floor retail.** Where buildings face a public street or an active pedestrian area, the first floor shall be “retail-ready” and shall be constructed with a minimum twelve (12) foot high ceilings and mechanical chases necessary for conversion to commercial uses.
 - (4) **Height minimums.** All buildings within an MF-3, Urban-Living development shall be a minimum of four (4) stories in height.
 - (5) **Balconies/patios.** Where MF-3 buildings are designed with balconies or patios facing a public street, such balconies shall not extend beyond the building line.
 - (6) **Enclosed Parking.** A minimum of seventy-five percent (75%) of all parking provided on the MF-3 site shall be in enclosed garages or parking structures.
- (e) **Required Amenities.** A minimum of three (3) of the following must be incorporated into each MF-3 development. A minimum of two (2) major amenities must be provided. The scale of the amenities as well as other comparable amenities shall be approved through the site plan approval process.
 - (1) Major amenities:
 - i. Indoor exercise facility.
 - ii. Indoor jogging trail.
 - iii. Sport courts or fields (volleyball, baseball, tennis etc.).
 - iv. Swimming pool.
 - v. Meeting room.
 - (2) Minor amenities:
 - i. Playground or tot lot.
 - ii. Splash pad.

ARTICLE II – ZONING DISTRICTS
PART FOUR – NON-RESIDENTIAL ZONING DISTRICTS

14.02.401.....Non-Residential Districts, General Regulations.

- (a) **Purpose.** The overall purpose of non-residential zoning districts, excluding the multi-family zoning districts discussed in Article II, Part Three, is to afford opportunities to conduct business within the City of Celina in an orderly manner.
- (b) **Permitted Uses.** No building, structure, land, or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 14.03.102, *Schedule of Uses – Non-Residential*.
- (c) **Regulations.** Given that the City of Celina is an area designated with historical, cultural, and architectural importance and significance, the following provisions apply to all non-residential districts and uses unless otherwise specified within their respective descriptions in Sections 14.02.402 through 14.02.407, and apply to the Overlay Districts unless the specific Overlay District includes a higher or more stringent standard.
- (1) **Site plan approval.** Façade and siting approval shall be part of the overall site plan approval process. This will include, but is not limited to, the materials used on each façade, the orientation of buildings to the street, adjacency to single-family and multi-family developments, and location of open space. Site plans may be approved by the Director of Development Services through the civil plan review process or as part of a Planned Development.
- (2) **Setbacks adjacent to single-family residential.** When any non-residential development is sited adjacent to a single-family zoning district or vacant land designated as single-family on the Comprehensive Plan, the following regulations apply:

ARTICLE II, PART FOUR, TABLE 1A		
SETBACKS AND LANDSCAPE BUFFERS ADJACENT TO SINGLE-FAMILY		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	40 feet	20 feet
3 story	60 feet	30 feet
4+ story	100 feet	40 feet

Note 1. Parking and/or drive aisles may be located within the setback, but not within the buffer.

Note 2. Refer to Section 14.04.207(c) for landscaping requirements within buffers.

- (3) **Setbacks adjacent to zoning districts other than single-family residential.** When any non-residential development is sited adjacent to a zoning district or vacant land designated as other than single-family on the Comprehensive Plan, the following regulations apply:

ARTICLE II, PART FOUR, TABLE 1B		
SETBACKS AND LANDSCAPE BUFFERS ADJACENT TO OTHER THAN SINGLE-FAMILY DISTRICTS		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to Other than SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	10 feet	10 feet

Note 1. Parking and/or drive aisles may be located within the setback, but not within the buffer.

Note 2. Refer to Section 14.04.207(c) for landscaping requirements within buffers.

- (4) **Access.** Access and off-street parking shall be provided in conformance with the City standards.
- Developments shall incorporate a shared access drive (minimum of twenty-four (24) foot in width via platted or properly recorded easements) through neighboring properties of similar land uses, such that each lot or development site has at least two points of access to public roads.
 - The required shared access drive shall be located adjacent to the required landscape buffer, and/or adjacent to the first bay of parking.
- (4) **Loading & service areas.** Loading and service areas shall be located at the side or rear of buildings. Horizontal articulation described in Section 14.04.109(d), *Building Articulation Standards for All Non-residential*

Structures, is not required on the facade of buildings containing a loading dock and/or service area, provided that such area is not readily visible from the right-of-way.

- (5) Sidewalk standards. Per the *Engineering Design Standards*.
- (6) RV-use. Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for commercial purposes.
- (7) Open storage. Open storage is prohibited in all non-residential districts, unless specifically allowed within the Schedule of Uses (see Section 14.03.102).

(d) **Other Applicable Regulations for all Non-Residential Districts.**

- (1) Access. A minimum of two (2) vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.
- (2) Article IV, Site Development Standards, Part One, *Architectural Design Standards*.
- (3) Article IV, Site Development Standards, Part Two, *Landscaping & Tree Preservation*.
- (4) Article IV, Site Development Standards, Part Three, *Screening Walls & Fencing*.
- (5) Article IV, Site Development Standards, Part Four, *Parking & Stacking Standards*.
- (6) Article IV, Site Development Standards, Part Five, *Lighting Standards*.
- (7) *Neighborhood Vision Book*.

14.02.402.....CF, Community Facilities Zoning District.

- (a) **Purpose**. The Community Facilities district is established to apply to those lands where Federal, State, or local government activities are conducted, where governments hold title to such lands, for public and private educational facilities, and hospitals. In addition, certain non-governmental and non-institutional uses may be permitted in this district to provide necessary services to governmental and institutional uses.
- (b) **Height & Area Regulations**. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot in CF district shall be as follows:
 - (1) Maximum height. Sixty (60) feet. This height limitation may be waived by action of the City Council.
 - (2) Minimum front yard setback. Twenty (20) feet.
 - (3) Other setbacks. Refer to Section 14.02.401(c)(2), *Setbacks* for minimum setbacks based on zoning district adjacency.

14.02.403.....C, Commercial, Office, & Retail Zoning District.

- (a) **Purpose**. The Commercial, Office, & Retail district is established to be a generic district that provides areas for retail sales that are not part of an overall larger mixed-use development. Buildings in this zoning district may be freestanding, fully contained on a single lot or tract of land, or a shopping center that consists of various retail shops, along with restaurant and/or office uses.
- (b) **Height & Area Regulations**. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot in CF district shall be as follows:
 - (1) Maximum height. Eighty (80) feet. This height limitation may be waived by action of the City Council.
 - (2) Minimum front yard setback. Twenty (20) feet.
 - (3) Minimum lot area. One (1) acre, unless otherwise approved during the Site Plan process.
 - (4) Other setbacks. Refer to Section 14.02.401(c)(2), *Setbacks* for minimum setbacks based on zoning district adjacency.

14.02.404.....I, Industrial Zoning District.

- (a) **Purpose**. The Industrial district is established to provide areas intended primarily for manufacturing, assembling, and fabrication activities, and for warehousing, research & development, wholesaling, and service operations that do not depend upon frequent customer or client visits. Such uses do require accessibility to major thoroughfares

and/or other means of transportation, such as railroads or large-scale transport vehicles. Industrial uses that are permitted “by right” are not listed within the “Heavy” or “High Risk” manufacturing or industrial uses, but are those types of manufacturing and industrial uses that have low or no impact on the environment and are considered “employment generators.” Those “Heavy” or “High Risk” manufacturing or industrial uses require a Specific Use Permit (SUP) for approval, which affords greater scrutiny by the City Council as to the location and proximity to other non-compatible uses.

- (b) **General Locations.** Locations of Industrial zoning districts should be sited away from areas that have residential development. These could be located behind retail zoning districts or on land that is less accessible or desirable for residential development. The ideal location for industrial districts is adjacent to railroad rights-of-way, along or set back from major thoroughfares, and areas that include other uses with higher traffic flow, noise, and commercial interactions.
- (c) **Height & Area Regulations.**
 - (1) **Maximum height.** Eighty (80) feet. This height limitation may be waived by action of the City Council.
 - (2) **Minimum front yard setback.** Twenty (20) feet.
 - (3) **Minimum lot area.** One (1) acre.
 - (4) **Other setbacks.** Refer to Section 14.02.401(c)(2), *Setbacks* for minimum setbacks based on zoning district adjacency.
- (d) **Performance Standards.** Such uses shall not propagate excessive dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property on which such use is located and which produces no noise exceeding the average intensity of noise due to street traffic at that point and provided that such use does not create fire hazards to surrounding property. Any application for a Specific Use Permit (SUP) in this district must include an emission and dust mitigation plan.

14.02.405.....AG, Agricultural Zoning District.

- (a) **Purpose.** The Agricultural district is established to permit the use of land for ranching, propagation and cultivation of crops, and similar uses of raw land (but excluding mining or. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed and not immediately zoned into the appropriate district for development is automatically zoned AG, Agricultural District. It is anticipated that Agricultural zoned land will eventually be rezoned to another zoning classification in the future, as appropriate, unless said land is preserved for rural purposes. However, the AG, Agricultural Zoning District also encompasses both private agricultural land uses and commercial agricultural land uses, the latter of which requires the approval of a Specific Use Permit (SUP).
- (b) **General Locations.** Locations of Agricultural zoning districts shall be any location with sufficient acreage to sustain farming and/or ranching.
- (c) **Height & Area Regulations.** The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot in Agricultural district shall be as follows:
 - (1) **Maximum height.** Fifty (50) feet. This height limitation may be waived by action of the City Council.
 - (2) **Minimum front yard setback.** Fifty (50) feet.
 - (3) **Minimum lot area.** Ten (10) acres.
 - (4) **Setback for agricultural buildings.** Agricultural accessory structures that contain livestock shall be set back from any single-family district a minimum of 100 feet.
 - (5) **Other setbacks.** Refer to Section 14.02.401(c)(2), *Setbacks* for minimum setbacks based on zoning district adjacency.
- (d) **Other Applicable Regulations.**
 - (1) **Agricultural open storage.** Open storage is prohibited except for materials for the resident's personal use or consumption such as firewood, garden materials, etc. Agricultural, ranching, and crop production storage is allowed, including agricultural vehicles necessary for the agricultural use.
 - (2) **Agricultural fencing.** If livestock (animals typically kept in pastures and/or stables and not in the home), then

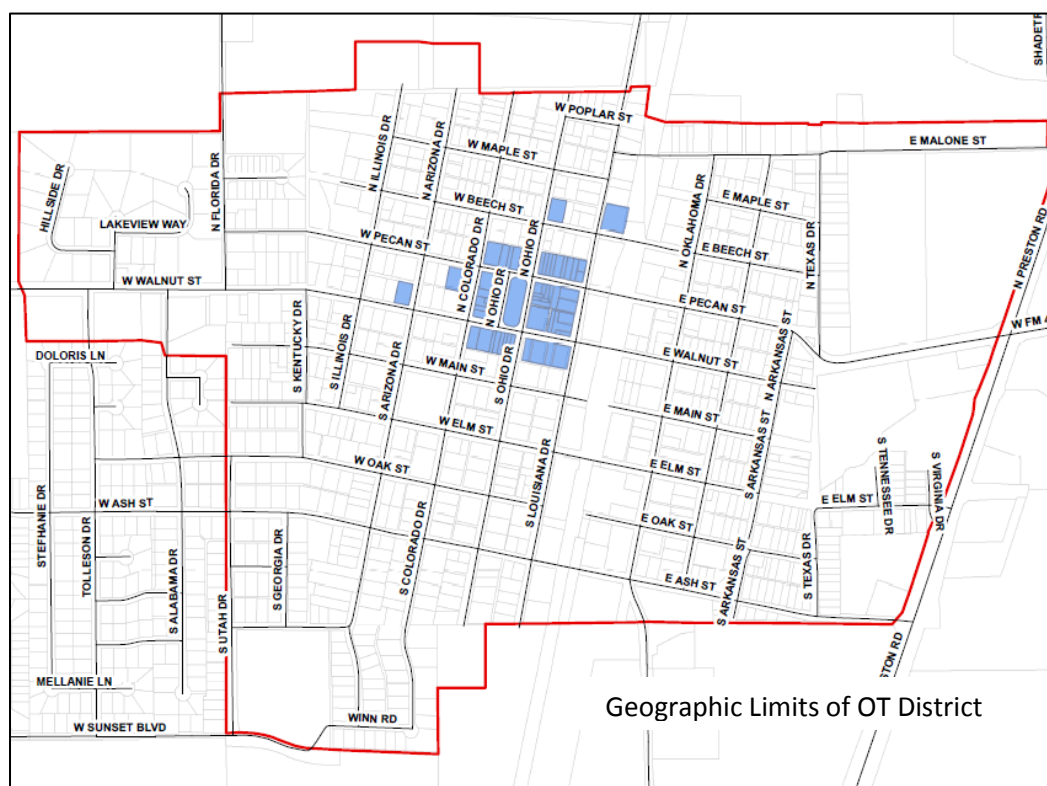
the restriction for fencing within the front yard setback shall not apply. Fences suitable for containment of livestock (but not barbed wire or razor wire) shall be allowed along the property boundary (see Article 14.04, Part Three, *Screening Walls & Fencing*). Notwithstanding the above, barbed wire fencing may be allowed on undeveloped tracts of land over three (3) acres in size to contain livestock.

14.02.406.....MU, Mixed-Use Zoning District.

- (a) **Purpose.** The Mixed-Use district is established to encourage and promote well-planned, compact, and viable development consisting of an integrated blend of residential, retail, commercial, and office uses. The proposed uses may be located in a single building (integrated) or in separate buildings (stand-alone). Through the mixing of uses, a more diverse selection of residential, retail, and office space will be provided within the City, and at the same time, allowing developers the flexibility to respond to a changing economic conditions. It is expected that Mixed-Use districts will be developed as Planned Developments and therefore the development standards may be amended to better suit the specific site, development attributes, and economic platform at the time of development.
- (b) **General Locations.** Mixed-Use developments should encourage efficient land use by facilitating blended vertical and/or horizontal development, with a strong relationship to the surrounding environment. This type of development shall promote full utilization of public services, whether existing or new, such as water lines, sewers, streets, and emergency services, by centralizing the demands on these services. It is expected that these districts will have an urban character.
- (c) **Height & Area Regulations.** The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot in Mixed-Use district shall be in keeping with the urban character sought in the development.
- (d) **Land Use Mix.** All MU zoning districts should have a mix of residential and nonresidential uses.
 - (1) C, Commercial, Office, & Retail: Minimum of thirty percent (30%).
 - (2) SF-R, Single-Family detached residential uses: Maximum twenty-five percent (25%).
 - (3) SF-A, Single-Family attached residential uses: Maximum fifty percent (50%).
 - (4) MF-1, Multi-Family Garden Style: Maximum fifteen percent (15%) and no fewer than fifteen (15) acres (i.e. minimum of 15 acres to qualify).
 - (5) MF-2, Multi-Family Urban Edge: Maximum forty percent (40%).
 - (6) MF-3, Multi-Family Urban Living: Maximum sixty percent (60%).

14.02.407.....OT, Downtown Zoning District.

- (a) **Purpose.** The Downtown Commercial district is established to maintain and encourage development and redevelopment within the central business section of the City. Standards for the district are generally intended to regulate development such that new structures can be developed similar to existing historic structures within this section of the City. They are also intended to preserve and enhance the image, character and unique qualities of the City's historic original business district. Pedestrian activity and access is also of extreme importance within this district. Pedestrian spaces shall be treated with amenities that are selected based upon their ability to unify the streetscape with the area's historic past. The City hereby declares that as a matter of public policy, the protection, preservation and enhancement of landmarks of architectural, archaeological, cultural and historic importance is necessary to promote the economic, cultural, educational and general welfare of the citizens of Celina. The unique identity of the City of Celina and the history of the area prior to its founding, which produced significant historic, architectural, archaeological and cultural resources, requires this zoning district to:
- (1) Protect and enhance the landmarks, which represent distinctive elements of Celina's historic, architectural and cultural heritage;
 - (2) Foster civic pride in accomplishments of the past;
 - (3) Protect and enhance Celina's attractiveness to visitors and the support and stimulus to the economy thereby provided;
 - (4) Ensure the orderly, efficient and appropriate growth and development of Celina;
 - (5) Promote economic stability and prosperity of the community by encouraging the most appropriate use of such significant property in Celina; and
 - (6) Stabilize and improve property values.
- (b) **Boundaries of OT District.** Boundaries of the OT district shall be as shown on the map, below. Any area currently zoned OT-R, Old-Town Residential, may be rezoned to OT upon Council approval.



- (c) **Permitted Uses.** No building, structure, land, or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 14.03.102, *Schedule of Uses – Non-Residential*.

- (d) ***Height & Area Regulations.*** The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area permitted on any lot in OT shall be as follows:

ARTICLE II, PART FOUR, TABLE 2 OT, DOWNTOWN DEVELOPMENT STANDARDS	
Maximum Height	40'
Minimum Front Yard Setback	-
Minimum Side Yard Setback	-
Minimum Rear Yard Setback (if adjacent to alley)	15'
Minimum Rear Yard Setback (if adjacent to SF)	25'
Minimum Lot Width (at building line)	25'
Minimum Lot Depth	-
Maximum impervious surface	-
Parking spaces	-
Landscaping Requirements	-

- (e) ***Definitions.***

Alteration. Alteration is the introduction of different forms, colors, textures, materials and shapes to property within the Historic District.

Appropriate alterations. Appropriate alterations shall mean the introduction of compatible forms, colors, textures, materials, and shapes which harmonize with existing historical property characteristics yet relate through the sensitive use of proportion, color, scale, and landscaping.

Certificate of appropriateness within the Historic District. Certificate of appropriateness is a certificate approved by the Downtown Development Manager for minor exterior alterations or by the Celina Historic Preservation Commission authorizing an alteration, new construction, demolition, or relocation.

Compatible. Compatible shall mean a pleasing visual relationship between elements of a property, building, structure, and site to the same elements of another property. Aspects of compatibility may include, but are not limited to, open space, setbacks, scale of buildings, height, proportion of facade, proportion of openings, rhythm, architectural detail, materials and texture, and architectural style.

Contributing (property, building, or structure). Contributing (property, building, or structure) shall mean a building or structure, within the boundaries of the Historic District, that adds to the historic significance of the district.

Design guidelines. Design guidelines shall mean guidelines that are recommended by the historic preservation commission for property within the Historic District to protect and enhance the historical, cultural, architectural, or archeological character of the district.

Economic hardship. Economic hardship shall mean an owner's inability to earn a reasonable return on their investment (property) or the property cannot be adapted for another use that can result in a reasonable return.

Historic District. The specified geographical area within the OT District that is considered to have significant historical significance and is subject to the Historic Preservation Commission's oversight.

Historic landmark. Landmark shall mean any building, land areas, or districts of architectural, archeological, or cultural importance or value, which the City Council determines shall be protected, enhanced and preserved in the interest of the culture, prosperity, education and welfare of the people.

Historic Preservation Officer. Historic Preservation Officer shall mean the Celina Downtown Development Manager or if non-existent, a City staff member appointed by the City Manager to serve as staff to the HPC.

Historic significance. Historic significance shall mean the importance for which a property or landmark has been evaluated to meet designation criteria. Any property, with a principal structure, classified as "noncontributing," is not considered to possess historical significance.

Integrity (historic). Integrity (historic) shall mean the unimpaired ability of a property to convey its historical significance. The elements of integrity include location, design, setting, workmanship, feeling, and association.

Landscape. Landscape shall mean the general arrangement of grounds, including, but not limited to, the topographic grade, types and sites of plant material, types and sites of surface materials, and types and sites of construction such as fences, retaining walls, fountains, arbors, and gazebos.

New construction. New construction shall mean the erection of a new principal or accessory structure on a lot or

property, or an addition to an existing structure.

Noncontributing. Noncontributing shall mean a building or structure, within the boundaries of the Historic District that does not contribute to the historic significance of the district.

Ordinary maintenance. Ordinary maintenance shall mean any work that does not constitute a change in design, material, color, or outward appearance, and includes in-kind replacement or repair of existing materials. This includes any work, the purpose and effect of which is to correct any deterioration or decay or damage to a structure or property, or any part thereof, to its condition prior to such deterioration, decay, or damage.

Period of significance. Period of significance shall mean the span of time in which a property attained the significance for which it meets the designation criteria for historic landmark designation.

Preservation. Preservation shall mean the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction.

Reconstruction. Reconstruction shall mean the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time in its historic location.

Rehabilitation. Rehabilitation shall mean the act or process of making possible a compatible use for a property through repair, alterations and additions while preserving those portions or that convey its historical, cultural, or architectural values.

Relocation. Relocation shall mean the disassembly, relocation to a different site and reassembly of a building.

Restoration. Restoration shall mean the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Significance. Significance shall mean having aesthetic, architectural, cultural, or historical qualities of importance to the consideration of property, building, or structure for classification as a designated property that has been evaluated to meet designation criteria.

(f) **Designations within the Historic District.**

(1) **Designations.** The City Council may use the following designation for individual buildings and structures which are within the Historic District:

- i. Contributing; or
- ii. Noncontributing.

(2) **Noncontributing exemption.** The City Council may also allow noncontributing properties to be exempt from the Certificate of Appropriateness review process and from complying with Historic District design guidelines.

- i. **New construction/replacement.** Allowing noncontributing properties to be exempt from a Certificate of Appropriateness does not exempt the requirement for a Certificate of Appropriateness for new construction that is to replace a noncontributing property (building or structure) or new construction on a vacant lot.
- ii. **Noncontributing exterior facade remodeling.** The City Council may require noncontributing properties undergoing exterior facade remodeling to be visually and architecturally similar to contributing Historic District buildings.

(g) **Ordinary Maintenance.** Nothing in this section should be construed to prevent ordinary maintenance or repair of any exterior architectural feature of a property in the Historic District. Ordinary maintenance shall be defined as any work that does not constitute a change in design, material, color, or outward appearance, and includes in-kind replacement or repair of existing materials. The City Manager or his designee shall be the designated official in charge of making the decisions as to what is "ordinary maintenance."

Sections 14.02.408 to 14.04.500Reserved.

ARTICLE II, ZONING DISTRICTS
PART FIVE - SPECIAL DISTRICTS

14.02.501.....PD, Planned Development District.

- (a) **Purpose.** The Planned Development district is established to permit flexibility and encourage a more creative, efficient, and aesthetically desirable design and placement of buildings, open spaces, and circulation patterns by allowing a mixture or combination of uses, and utilizing special site features such as topography, size, and shape. A planned development district may be used to permit new or innovative concepts in land utilization not permitted by a single zoning district within this Zoning Ordinance. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow certain development to occur, the requirements established herein ensure against misuse of increased flexibility.
- (b) **Permitted Uses.** A planned development district may contain any use or combination of uses permitted in the zoning districts, Article 14.02, and use regulations, Article 14.03. Uses shall conform to the standards and regulations to the base zoning district stated in the ordinance establishing the planned development district unless otherwise spelled out in detail within adopted Development Standards and illustrated with a Concept Plan.
- (c) **Modified Development Standards.** Development standards for each planned development shall be set forth in the granting ordinance adopting the planned development zoning and shall include standards listed in the following documents as well as related standards which the City may determine are in the public interest:
 - (1) Zoning Ordinance;
 - (2) Subdivision Ordinance;
 - (3) Engineering Design Standards (and construction details);
 - (4) Sign Ordinance; and
 - (5) Other requirements as the Planning & Zoning Commission and City Council may deem appropriate.
- (d) **Procedure & Approval.** The procedure for establishing a planned development district shall follow the procedure in Section 14.01.303, *Zoning Change Process*, as set forth in this code. An applicant for a planned development district shall refer to the application requirements outlined in Section 14.02.501(f), below. Once established, a planned development may further amend the zoning within each PD tract individually and not require the entire acreage of the planned development to be reconsidered or noticed per State law.
- (e) **Neighborhood Meeting.** The applicant is encouraged to conduct a neighborhood meeting with the area homeowners in the vicinity of the rezoning/planned development request prior to appearing before the Planning & Zoning Commission. The applicant shall notify the Director of Development Services of any scheduled neighborhood meetings at least seven (7) calendar days prior to the meeting and the Director or his designee may attend the neighborhood meeting to offer guidance in the process and timing of rezoning.
- (f) **Application Requirements.**
 - (1) **Base zoning district.** The ordinance establishing a planned development district shall specify the base zoning district or districts and identify same on the Concept Plan. The land uses permitted by right in the base zoning district shall be allowed by right in the planned development district. Any additional land uses not allowed in the designated base zoning must be specified in writing in the adopting ordinance. In selecting a base zoning district, the uses allowed in the base zoning district must be similar or compatible with those allowed in the planned development district. The planned development district shall conform to all other sections of the ordinance unless expressly provided otherwise in the granting ordinance. If the standards of the base zoning district are amended (through a Zoning Ordinance text amendment), the most recently amended standards shall apply to the PD at the time of development.
 - (2) **Letter of intent.** All applications shall include a written statement of purpose that addresses the following:
 - i. Explanation of proposal and the justification for the planned development including the impact on public health, safety, and welfare.
 - ii. Explanation of how the proposed planned development will be a benefit to the City.
 - iii. Details of how the proposed planned development is consistent with the Comprehensive Plan.
 - iv. Anticipated schedule of development and phasing.

- (3) Legal description. A legal description (i.e. metes and bounds) for the property.
- (4) Concept plan. The Concept Plan shall show the boundaries of the subject property, roadways, adjacent zoning districts, and the applicant's intent for the use of the land within the proposed planned development district. (See Section 14.01.305, *Concept Plan Requirements & Approval* for more information regarding Concept Plans). Receipt of the Concept Plan (during review and prior to approval) does not vest rights for any property.
- (5) Development standards. The applicant shall provide a bullet point list of all development regulations that are proposed to vary from those listed in the Zoning Ordinance. These shall include, but are not limited to, land uses, density, lot area, lot width, lot depth, setbacks, building height, building materials, lot coverage, off-street parking & loading, open space, access, screening, landscaping, project phasing or scheduling, property or homeowner management associations, and other conditions or requirements the staff, the Planning & Zoning Commission, and/or the City Council may deem appropriate. Any development standards not listed shall be assumed to conform to the Zoning Ordinance, as it exists or may be amended. The Development Services staff shall transpose the bulleted list into written development standards, so that the development standards of all planned developments follow a prescribed format.
- (g) Home Owners Association. A home owners' association (HOA) shall be established for the purpose of ownership, maintenance, and management of open spaces within any Planned Development district for residential uses. A similar property owners association shall be established for the purpose of ownership, maintenance, and management of open spaces within any Planned Development district for non-residential uses.
- (h) Facilities Agreements & Development Agreements. The Development Services Director may require that the owner submit a Facilities Agreement in compliance with the Subdivision Ordinance or a Development Agreement prior to or in conjunction with plat approval. This agreement shall reflect conditions of the City and the developer as to the cost sharing for the installation or oversizing of utility systems, perimeter streets, mandatory construction, dedication of park or open space area, landscaping or greenbelt development or other comparable items, phasing of the development, timing of required improvements by phase, maximum density or intensity of use during the construction process, and the maintenance of open space (See Section 10.03.044 of the Subdivision Ordinance for more information regarding Development Agreements).
- (i) Reference on Zoning Map. All planned development districts approved in accordance with the provisions of the Zoning Ordinance, by the original ordinance or by subsequent amendments thereto, shall be referenced on the zoning district map, and a list of such planned development districts, together with the category of uses and development standards permitted therein, shall be maintained as part of this Code.

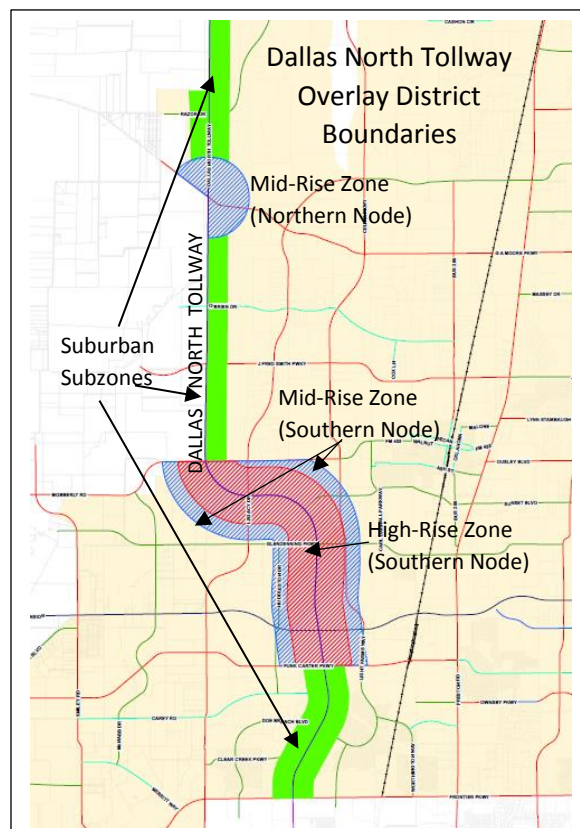
14.02.502.....PRO, Preston Road Overlay District

- (a) **Purpose.** The Preston Road overlay (PRO) district is intended to substantially advance a legitimate governmental interest that includes enhancing the quality of life in the City, regulating the character of growth along the Preston Road, and ensuring the careful and orderly growth of a historical trail and entryway into the City. Higher development standards in this significant corridor can effectively enhance the City's image as a desirable place to live, work, and shop. The Preston Road overlay district is limited to specified areas and supplements the standards of the underlying conventional zoning districts.
- (b) **Permitted & Prohibited Uses.**
- (1) Permitted land uses and all development standards in the City's Zoning Ordinance, Subdivision Ordinance, building codes, and other applicable development-related codes and ordinances that apply to the base zoning district in which any property is located shall apply unless otherwise provided specifically herein. In the event of a conflict between the standards of the PRO and the regulations of the underlying zoning district, the more stringent requirements shall apply. Regulations of the underlying zoning district not augmented or otherwise supplemented by the PRO will continue to prevail.
 - (2) In cases where another corridor overlay district's requirements conflict with base zoning requirements or with the requirements of this overlay district, the more stringent requirements shall apply. Unless specifically provided otherwise herein, the base zoning of a property (including permitted uses and development standards) shall not be affected by the applicable PRO district.
 - (3) The following list of uses are prohibited within the Preston Road Overlay.
 - i. Limited vehicle-related uses: Specifically new and used car sales, salvage yards, commercial parking lots, and towing yards.
 - ii. Heavy industrial uses: Specifically uses that are hazardous, environmentally severe in character, or generate high volumes of truck traffic.
 - iii. Self-storage or mini storage uses.
 - iv. Single-family attached residential uses.
 - v. Single-family detached residential uses.
 - (4) Notwithstanding the prohibited uses of single-family listed in subsection (3) above, a planned development that incorporates a significant amount of retail, office, and commercial development with vertically integrated residential development may be considered by the City Council and become an approved use within the PRO.
- (c) **District Boundaries.** The PRO's boundaries shall be measured 750 feet from the right-of-way boundary line along both sides of State Highway 289 (Preston Road). The corridor and its subsequent regulations apply to all land within the corridor and properties beyond 750 feet of the right-of-way with ingress and egress (access) to State Highway 289. The district boundaries excludes all single-family subdivisions platted prior to the date of this ordinance amendment [3/13/18].
- (d) **Lot & Setback Standards.**
- (1) Landscape buffers/easements along Preston Road and between land uses shall conform to Article 14.04.208, *Roadway Landscape Easements & Buffers*.
 - (2) Buildings, parking, and drive aisles shall be set back a minimum of forty (40) feet from Preston Road.
- (e) **Architectural Standards.** The area adjacent to Preston Road is nationally recognized as a significant historical corridor where a significant number of cattle was moved from ranch to market in the 1800s. This corridor is considered to be and is hereby established as an area of historical, cultural, and architectural importance. All structures within the Preston Road Overlay shall comply with Article IV, Part One, *Architectural Design Standards*. The regulations are not meant to hinder or restrict innovative design. If, at the discretion of the Director, an applicant proposed alternate materials that are deemed to be equal to or better than the required exterior products in terms of quality and durability of those required in this Section, the Director may allow such materials to be used.
- (f) **Landscaping Standards.** See Article IV, Part Two, *Landscaping & Tree Preservation*.

- (g) **Trash & Recycling Receptacles**. See Article IV, Part Three, *Screening Walls & Fences*.
- (h) **Sidewalk Standards**. Per the *Engineering Design Standards*.
- (i) **Neighborhood Vision Book**.

14.02.503.....DNTO, Dallas North Tollway Overlay District

- (a) **Purpose.** The Dallas North Tollway Overlay District (DNTO) is intended to substantially advance a legitimate governmental interest that includes enhancing the quality of life in Celina, to regulate the character of growth, determine the highest and best use for valuable land situated adjacent to the future Dallas North Tollway, and to ensure the careful and orderly growth of a major regional thoroughfare that spans the City of Celina. Higher development standards in this significant corridor can effectively enhance the City's image as a desirable place to live, work, and shop. The DNTO provides development standards within an anticipated high traffic zone and allows greater height for buildings than would otherwise be allowed by the established base zoning districts. The DNTO district standards recognize that major regional highways act as an economic development engine that will be utilized to leverage a diverse and sustainable non-residential tax base for the City.
- (b) **Intent.** It is not the intent of the DNTO district to replace the zoning regulations governing the use on any individual parcel of property. Instead, these regulations are intended to supplement the existing zoning district regulations on individual parcels of property within the overlay district and to encourage high value development with an urban character.
- (c) **District Boundaries.**
- (1) Linear measurement. The DNTO's boundaries shall be measured 1,000 feet from the right-of-way boundary line of the service roads along the Dallas North Tollway (also known as "Dallas Parkway") that are not designated as a high-rise or mid-rise subzone. These areas shall be designated as "suburban subzones."
 - (2) Northern node. From the intersection box of the Dallas North Tollway and G.A. Moore Parkway (FM 455), a circle shall be drawn with a 2,500 foot radius in all directions within the city limits. This shall be designated as the "northern mid-rise subzone."
 - (3) Southern node (high-rise subzone). From the northern limit of Mobberly Road (CR 8) to the southern limit of Punk Carter Parkway (CR 7), a 1,500 foot width shall be drawn from the Dallas North Tollway right-of-way line outward within the city limits. This shall be designated as the "high-rise subzone."
 - (4) Southern node (mid-rise subzone). From the northern limit of Mobberly Road (CR 8) to the southern limit of Punk Carter Parkway (CR 7), beyond the high-rise subzone described above, a 2,500 foot width shall be drawn from the Dallas North Tollway right-of-way line outward within the city limits (or an additional 1,000 feet beyond the high-rise subzone). However, this subzone will follow the rights-of-way of future Huddleston Parkway as the western boundary and the Light Farms Way extension as the eastern boundary. This shall be designated as the "southern mid-rise subzone."
 - (5) The corridor and its subsequent regulations apply to all land within the corridor, as defined above, and properties beyond the official boundary lines with ingress and egress (access) to the Dallas North Tollway.
 - (6) However, the district boundaries exclude all single family subdivisions platted prior to the date of the adoption of Ordinance 2018-63 (11-13-18) establishing the DNT Overlay. The official boundaries of the DNT overlay district and its three subzones shall be as delineated on the City of Celina Official Zoning Map.
- (d) **Permitted Uses.** The following uses are allowed by right, by the approval of a Specific Use Permit (SUP), or as part of the development regulations of a Planned Development (PD). Other uses may be allowed, as allowed within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1A, below, the uses allowed by the chart below prevail.



ARTICLE II, PART FIVE, TABLE 1A Schedule of Permitted Uses for Dallas North Tollway Overlay District			
<i>Land Use</i>	<i>High-Rise Subzone</i>	<i>Mid-Rise Subzones</i>	<i>Suburban Subzones</i>
Alcohol Sales, Primary	S	S	S
Alcohol Sales, Secondary	P	P	P
Amusement Venue	P	P	P
Auto Repair, Minor			S
Auto Sales, Accessories Only			P
Auto Wash, Secondary Use			S
Bank, Savings & Loan, or Credit Union		P	P
Batch Plant, Temporary	C	C	C
Church/Place of Worship		P	P
Commercial Amusement, all types		S	S
Dwelling, Senior Living, all types		S	S
Entertainment Venues	P	P	P
Funeral Home/Mortuary		S	S
Gas Pumps/Fuel Sales			S
Greenhouse or Nursery, Retail		S	P
Hospital		P	P
Hotels, Full Service	P	P	P
Laundry/Dry Cleaning, Pickup Station		S	P
Manufacturing and Industrial Uses, Light			S
Median Studio (without tower)		P	P
MF-1, Multi-Family Garden Style		S	S
MF-2, Multi-Family Urban Edge		P	P
MF-3, Multi-Family Urban Living	P	P	P
Mini Warehouse & Self-Storage			S
Municipal Uses Operated by the City of Celina	P	P	P
Office, all types	P	P	P
Parking Structure	P	P	P
Restaurant, Dine-In	P	P	P
Restaurant, Drive-In or Drive-Thru		S	P
Restaurant, Pick-Up or Delivery Only		P	P
Seasonal Sales		S	S
Store, Big Box ¹	S	P	P
Store, General Retail	S	P	P
Store, Grocery	S	P	P
Store, Shopping Centers ²		P	P
Stores, Regional Mall ³	P	P	P
Theater, Indoor	P	P	P

1. A "Big Box" is defined as a major department store, a full-service grocery store, or similarly sized business.
2. "Shopping Centers" are defined as generally one-to-two story and linear in form, with parking at the front and associated pad sites nearer the roadway.
3. "Regional Malls" are defined as a one or more story building containing shops either with an air-conditioned court/walkways (examples are Stonebriar Mall or The Galleria Mall) or with outdoor walkable areas (such as Fire Wheel Center or Fairview Town Center).

- (e) **Prohibited Uses.** The following uses are strictly prohibited unless specifically approved through a planned development by the City Council. Other uses may be prohibited, as prohibited within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1B, below, the uses prohibited by the chart below prevail.

ARTICLE II, PART FIVE, TABLE 1B Prohibited Uses for Dallas North Tollway Overlay District	
<i>Land Uses</i>	
Alternative Financial Services	
Alternative Retail Services	
Auto Repair, Major	
Auto Sales, New & Used	
Auto Wash, Full Service & Self-Service	
Batch Plant, Permanent	
Cemetery or Mausoleum	
Dwelling, Group Home, all types	
Dwelling, Manufactured Home Subdivision	
Dwelling, Single-Family Attached	
Dwelling, Single-Family Detached	
Dwelling, Two-Family	
Landfill	
Manufacturing & Industrial Uses, Heavy	
Manufacturing & Industrial Uses, High Risk	
Salvage Yard, Junk Yard, or Wrecking Yard	
Sexually Oriented Business	
Store, Pawn Shop	
Store, Tire Dealer	
Vending Kiosk, all types	
Wastewater Treatment Plant	
Water Treatment Plant	

(f) **Conflicts.**

- (1) The Director shall have the authority to approve minor modifications to development plans. Any major modification must be approved by the City Council.
- (2) Notwithstanding the prohibition of single family uses within the DNTD, a Planned Development that incorporates the majority of the overall tract in retail, office, and commercial development with vertically integrated residential development along with a minor component of detached single family uses, may be considered by the City Council and become an approved Planned Development use within the DNTD Suburban Subzone.

(g) **Development Standards.**(1) **Character and intent:**

- i. *High-rise subzone:* The intent of the high-rise subzone is to create an urban character within the subzone, with minimal front yard setbacks that are primarily comprised of walkable sidewalks or plazas, especially on interior streets with more narrow travel lanes and on-street parking. Parking lots at the front of buildings is discouraged; although a drop-off zone with a porte cochere may be allowed. Parking should be structured or placed at the rear of buildings to provide minimum intrusion into the public pedestrian realm. Designs and site plans will be considered during the zoning process and approved as a function of the Concept Plan submitted with the zoning application.
- ii. *Mid-rise subzone:* The intent of the mid-rise subzone is to act as a transition from the more urban character of the high-rise subzone and the more typical suburban development found throughout north Texas. The mid-rise zone allows limited parking in front of the building with the majority of parking being located at the side or rear of the building. Site design should consider the pedestrian connections to both the high-rise subzone and the suburban subzones in addition to providing vehicle access.
- iii. *Suburban subzone:* The intent of the suburban subzone is to allow most commercial, office, and light industrial uses and to allow greater latitude with design of individual sites than in the high-rise or mid-

rise subzones. The suburban subzone prohibits single-family residential development, but may be located adjacent to such developments.

(2) Height of non-residential buildings:

ARTICLE II, PART FIVE, TABLE 2 Building Height in Dallas North Tollway Overlay District		
<i>Subzone:</i>	<i>Maximum height</i>	<i>Minimum height</i>
High-Rise subzone	No maximum	4 stories
Mid-Rise subzone	10 stories	3 stories
Suburban subzone	6 stories	1 story

(h) **Building Facade Standards.** Requirements are applicable to all structures. Color elevations as part of a facade concept plan of the entire proposed project shall be submitted with any zoning request, whether the zoning requested is straight zoning or a planned development.

(1) **Minimum exterior material standards.** Every elevation of each building shall be finished with masonry as specified below. Acceptable masonry finishing materials include brick, stone, synthetic stone, slate, flagstone, granite, limestone, glass, and marble. Three-step stucco may be used as a masonry product on all floors excluding one through three, unless used as an accent material on those floors and not to exceed twenty-five percent (25%).

- i. Floors one through three (1-3) shall be finished with a minimum of seventy-five percent (75%) masonry, as listed above;
- ii. Floors four through six (4-6) shall be finished with a minimum of twenty-five percent (25%) percent masonry, as listed above;
- iii. Masonry materials are not required but may be used on floors seven and above (7+).
- iv. Tilt wall construction is permitted for manufacturing and industrial uses.
- v. Synthetic stucco, such as exterior finish and insulation system (EIFS), may be utilized as an architectural accent material, not to exceed ten percent (10%) of the exterior surface of any building facade.
- vi. Metal or wood exterior construction is allowed as an accent material to enhance the overall architectural design, not to exceed ten percent (10%) of the exterior surface of any building facade.
- vii. No single building material shall cover more than eighty-five percent (85%) of any facade.
- viii. The balance of any exterior finishing materials shall be masonry, three-step stucco, EIFS, architectural concrete masonry units (CMU), concrete tilt wall construction, architectural metal panels (not including corrugated metal), treated engineered wood, and/or glass curtain wall systems.

(2) **Exterior materials exceptions.** These regulations are not meant to hinder or restrict innovative design. If an architectural design or percentage of materials differs from the requirements for minimum masonry percentages listed above, the Director may consider reducing or waiving the masonry requirement to accommodate specific "signature design aesthetic" or for specific branding requirements if the elevations/materials proposed are equal to or better than the required exterior products in terms of quality and durability.

(3) **Ground floor façade details.** Ground floor facades facing the Dallas North Tollway and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than sixty percent (60%) of the façade. The entrance or entrances on all buildings shall be defined with strong architectural features.

(4) **Architectural articulation.** In addition to the above architectural requirements, all buildings shall incorporate horizontal and vertical articulation as described in Section 14.04.109(d), *Building Articulation Standards Required for Non-Residential Structures*.

(5) **Windows.** Windows shall not be glazed or reglazed with mirrored or reflective glass.

(6) **Roof pitch.** Minimum roof pitch shall be at least 4:12, except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment.

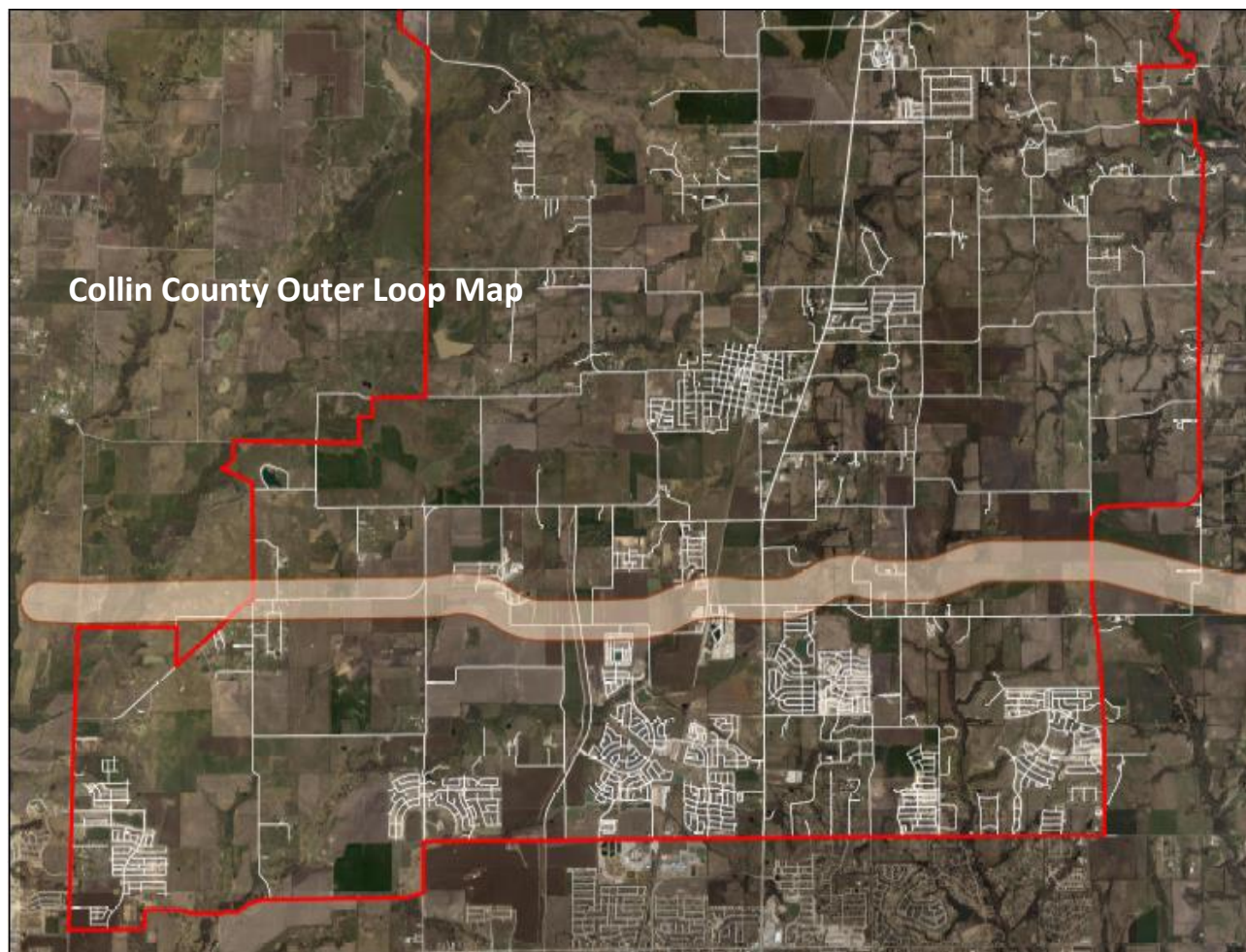
(i) **Sidewalk & Parking Location Standards.**

- (1) Location. The required sidewalk in the DNTD district may be located within the front yard building and parking setbacks as well as the right-of-way parkway area from the back of curb to the property line.
- (2) Easement required. A public use or pedestrian access easement shall be provided for the required sidewalk when placed outside of street right-of-way and on private property.
- (3) Construction and location of sidewalks & parking. Sidewalks in the DNTD must adhere to the following standards:
 - i. High-rise Subzone - Minimum ten (10) foot wide sidewalks adjacent to buildings facing or siding streets, with buildings built to the sidewalk edge. Parking shall be structured with limited surface parking at the sides of buildings that do not face a street or at the rear of the building.
 - ii. Mid-rise Subzone – Minimum ten (10) foot wide sidewalks adjacent to buildings, with buildings either built to the sidewalk edge or separated from the sidewalk by a minimum six (6) foot wide landscaped buffer. One parking row and/or an access drive may also be placed between the sidewalk and the façade of a building that faces a street, provided that the landscape buffer is provided to screen the parking row. Additional parking shall be structured or provided as surface parking at the sides of buildings that do not face a street or at the rear of the building.
 - iii. Suburban Subzone - Minimum six (6) feet wide (unless adjacent to a four-lane or six-lane roadway), with buildings set back from the sidewalk by a landscape buffer of at least six (6) feet in width. Parking rows and/or an access drive may also be placed between the sidewalk and the façade of a building that faces a street or at the rear of the building.
 - iv. Sidewalks must be a minimum width of ten (10) feet wide adjacent to any four-lane or six-lane roadway. All other roadway adjacencies may allow a six (6) foot wide sidewalk.
 - v. In all subzones, regardless of width of sidewalk, a minimum of six (6) feet of clear walkable space shall be provided, free of street furniture, other seating, trees within tree wells, shrubbery, or landscaped containers.
 - vi. Sidewalk approaches to street and driveway intersections shall be straight and parallel to the adjacent street for a minimum of ten (10) feet, constructed with appropriate handicapped access ramps.
 - vii. Detailed construction plans shall be submitted to the Director or his designee for approval prior to construction of the sidewalk.
 - viii. Deviations from these criteria may be approved by the Director for good cause such as cases of unusual or unique topography or to preserve desirable natural features.
 - ix. A minimum six (6) foot wide, paved pedestrian sidewalk shall connect the perimeter sidewalk to the building entry, if the building is set back from the perimeter sidewalk. This connecting sidewalk shall be handicapped accessible.
 - x. Notwithstanding the above regulations, all sidewalks shall conform to the requirements of the Subdivision Ordinance and the *Engineering Design Standards* of the City of Celina, as they exist or may be amended.

- (j) **Trash & Recycling Receptacles**. See Article IV, PART THREE, *Screening Walls & Fences*.

14.02.504.....CCO, Collin County Outer Loop Overlay District.

- (a) **Purpose.** The Collin County Outer Loop Overlay District (CCO) is hereby created to substantially advance legitimate governmental purposes that include enhancing the quality of life in Celina, regulating the character of growth, determining the highest and best use for land adjacent to the Collin County Outer Loop, and ensuring that careful and orderly growth occurs along this major regional thoroughfare. The area adjacent to the Collin County Outer Loop is considered to be and is hereby established as an area of historical, cultural, and architectural importance and significance, as it is and will continue to be a significant corridor within the City, linking Celina with eastern Collin County cities and Denton County. Higher development standards in this corridor will enhance the City's image as a desirable place to invest, live, work, and shop. The CCO allows greater height for buildings than would otherwise be allowed by the established base zoning districts. The CCO standards recognize that major regional highways act as economic development engines that can be leveraged to create and maintain a diverse non-residential tax base for the City.
- (b) **Intent.** It is not the intent of the CCO District to replace the zoning regulations governing the use on any individual parcel or property. Instead, these regulations are intended to supplement the existing zoning district regulations on land within the overlay district and to encourage high value development with a more urban character.
- (c) **District Boundaries.** The CCO District boundaries shall be measured 750 feet from the right-of-way boundary line of the service roads along the Collin County Outer Loop, as established by Collin County. The corridor and its subsequent regulations apply to all land within the corridor, as defined above, and to properties beyond the official boundary lines that have direct access to the Collin County Outer Loop. However, the district boundaries exclude all single-family subdivisions approved and/or platted prior to the date of the adoption of Ordinance [October 8, 2019]. The official boundaries of the CCO shall be as delineated on the City of Celina Official Zoning Map.



- (d) **Permitted Uses.** See the Schedule of Use Chart to determine the land uses that are allowed by right, by the approval of a Specific Use Permit (SUP), or as part of the development regulations of a Planned Development (PD).
- (e) **Prohibited Uses.** The following uses are strictly prohibited unless specifically approved through a planned development by the City Council. Other uses may be prohibited, as prohibited within the specific zoning district or the base zoning designation of a Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 3, below, the uses prohibited by the table below prevail.

ARTICLE II, PART FIVE, TABLE 3	
Prohibited Uses for Collin County Outer Loop Overlay District	
<i>Land Uses</i>	
Alternative Financial Services	
Alternative Retail Services	
Auto Repair, Major	
Auto Sales, all types	
Auto Wash, Full Service and Self-Service types	
Batch Plants (permanent)	
Cemetery and/or mausoleum	
Dwelling, Group Home, all types	
Dwelling, Manufactured Home	
Dwelling, Single-Family Attached	
Dwelling, Single-Family Detached	
Family Home (Adult or Child Care)	
Funeral Home/Crematorium	
Landfill	
Manufacturing or Industrial Uses, Heavy	
Manufacturing or Industrial Uses, High Risk	
MF-1 Garden Style Multi-Family	
Salvage Yard, Junk Yard, or Wrecking Yard	
Sexually Oriented Business	
Store, Pawn Shop	
Store, Tire Dealer	
Vending Kiosk, Commercial	
Wastewater Treatment Plant	
Water Treatment Plant	

- (f) **Conflict Resolution.** The Director of Development Services shall have the authority to approve minor modifications to development plans. Any major modification must be approved by the City Council.
- (g) **Development Standards.**
- (1) **Character and intent.** The intent of the CCO is to allow a wide variety of land uses that will contribute to the employment and tax base of the City. Parking lots sited at the front of buildings is discouraged; although a drop-off zone with a porte cochere may be allowed. Parking should be structured or placed at the rear of buildings to provide minimum intrusion into the public pedestrian realm. Site design will be considered during the zoning process or as part of the civil plans review.
 - (2) **Height of non-residential buildings.** The maximum height allowed within the CCO is twelve (12) stories unless specifically approved by City Council.
- (i) **Architectural Standards.**
- (1) **Corridor significance.** The area adjacent to the Collin County Outer Loop is recognized as a significant transportation corridor linking the cities of McKinney, Anna, and Melissa in Collin County with Aubrey, Pilot Point, and Denton in Denton County. This corridor is considered to be and is hereby established as an area of historical, cultural, and architectural importance. All structures within the Collin County Outer Loop Overlay shall comply with Article IV, Part One, *Architectural Design Standards*.

- (2) Exterior materials exceptions. These regulations are not meant to hinder or restrict innovative design. If an architectural design or percentage of materials differs from the requirements for minimum masonry percentages listed above, the City Council may consider reducing or waiving the masonry requirement to accommodate specific “signature design aesthetic” or for specific branding requirements if the elevations/materials proposed are equal to or better than the required exterior products in quality and durability.
- (j) Landscaping Standards. In addition to the requirements in the Subdivision and Zoning Ordinances, the following standards apply:
- (1) When a build-to line is used. Most mixed-use, retail, and office buildings within the Collin County Outer Loop will be built adjacent to the sidewalk and not provide a separate landscape buffer at the front façade of the building. In these cases, the following regulations apply:
- i. Trees located within sidewalks. When buildings are built to the sidewalk without a landscape buffer at the front façade, street trees shall be required to produce shaded areas along the sidewalk. One large canopy tree, appropriate for urban conditions, shall be planted in tree-wells for each thirty (30) linear feet of street frontage.
 - ii. Street furniture. Outdoor seating is encouraged. All restaurants that face the street shall provide outdoor seating.
- (2) When a build-to line is not used. Typical development allows for a wide landscaped buffer between a major roadway and the building facades/entrances. When the site is designed in this manner, the following regulations apply:
- i. Landscape buffers/easements. Landscape buffers/easements shall adhere to the requirements of the Landscape Ordinance, Section 14.04.20, *Roadway Landscape Easements & Buffers*.
 - ii. Landscaping adjacent to a single-family use or zoning district. When a nonresidential development is established on a tract of land that is adjacent to a single-family development or to property zoned for single-family use, there shall be a fifty (50) foot wide landscaped buffer along the property line that is adjacent to such use or district. The landscaped buffer shall remain open and unobstructed (i.e., no parking, detention areas, driveways, or other active use of the buffer area), and shall be planted with ground cover. Large canopy trees (evergreen) shall be required in this landscaped buffer at a rate of one tree for every thirty (30) linear feet of residential adjacency.
- (3) Parking lots.
- i. Divided entrance drives. Parking lots containing more than 200 parking spaces shall construct a divided driveway with medians for landscaping at the main entrance.
 - ii. Earthen berms. Landscaped earthen berms in height of three (3) feet are encouraged as parking lot screening, along with shrubs or tall native grasses planted along the peak of the berm.
- (k) Trash & Recycling Receptacles. See Article IV, PART THREE, *Screening Walls & Fences*.

14.02.505.....Downtown District. (Reserved)

14.02.506 to 14.02.600 - Reserved.

ARTICLE III – USE REGULATIONS

PART ONE – SCHEDULE OF USES

14.03.100.....Schedule of Uses Purpose and Description. Land and buildings in each of the following classified districts may be used for any of the following listed uses but no land shall hereafter be used, and no building or structure shall hereafter be erected, altered or converted which is arranged or designed or used for other than uses specified for the district in which it is located as set forth by the use schedule located in Sections 14.03.101 and 14.03.102, *Schedule of Uses, Residential* and *Schedule of Uses, Non-residential*, respectively.

14.03.101.....Residential Zoning Districts Schedule of Uses.

P=permitted by right; S=Specific Use Permit required, S*=specific criteria are required as well as approval through the SUP process; C= conditions required prior to issuance of a Building Permit; Blank=not permitted.

Land Uses that require a Planned Development in any district are so noted.

ARTICLE III, TABLE 1 Residential Zoning Districts	SF-E	SF-R	SF-A	SF-M	OT-R
	Single-Family Estate	Single-Family Detached	Single-Family Attached	Single-Family Manufactured Home	Downtown Residential
Alternate Energy Sources	C	C	C	C	C
Amenity Center	P	P	P	P	P
Assembly Use, Churches & Places of Worship	P	P	P		P
Assembly Use, Other	S	S	S		S
Batch Plant, Temporary	C	C	C		C
Caretaker's or Guard's Residence	Approved as part of the Site Plan Process				
Child Care Center, Secondary Use	S	S	S		
Child Care Center, In-Home	P	P	P		
Communication Antenna Tower	S*	S*	S*	S*	
Construction Yard, Field Office, Temporary	C	C	C		C
Dwelling, Accessory Structure	See Article III, Part Two, Accessory Structures				
Dwelling, Factory Built Home				P	
Dwelling, HUD Code Manufactured Home				P	
Dwelling, Manufactured Home Replacement				C	
Dwelling, Model Home	C	C	C	C	C
Dwelling, Single Family Attached (i.e. Duplex, Townhome, Patio Home)			P		
Dwelling, Single Family Detached	P	P			P
Dwelling, Group Home	S	S	S		S
Electric Substation	S	S	S	S	S
Home Occupation	P	P	P	P	P
Hotel, Bed & Breakfast/Short Term Lodging	C	C	C		C
Park or Playground	P	P	P	P	P
School, Private	S	S	S	S	S
School, Public	P	P	P	P	P
Telephone Exchange Facility	P	P	P	P	P
Vending Kiosk	C	C	C	C	C

14.03.102.....Non-Residential Zoning Districts Schedule of Uses.

P=permitted by right; S=Specific Use Permit required, S*=specific criteria are required as well as approval through the SUP process; C= conditions required prior to issuance of a Building Permit; Blank=not permitted.

Land Uses that require a Planned Development in any district are so noted.

ARTICLE III, TABLE 2 Multi-Family and Non-Residential Zoning Districts	AG	MF	CF	C	MU	PRO/CCO	I
	Agricultural	Multi-Family All Types	Community Facilities	Commercial, Office, & Retail	Mixed Use	Preston Road/Collin County Outer Loop Overlay Districts	Industrial
Agricultural Use, Commercial							S
Agricultural Use, Private	P						
Airport, Heliport, or Landing Field			P	S*	S*		S*
Alcohol Production, Winery, Brewery & Distillery				S*	S*		S*
Alcohol Sales, Retail Consumption			P	P	P	P	P
Alcohol Sales, Winery, Brewery & Retail Sales				P	P	S	P
Alternate Energy/Solar Panels & Devices	C	C	C	C	C	C	C
Alternate Energy/Wind Energy Conversion System	C	C	C	C	C	C	C
Alternative Financial Services							S*
Alternative Retail Services				S*	S*	S*	S*
Animal Shelter			P				S
Assembly Uses, Churches & Places of Worship	P		P	P	P	P	P
Assembly Uses, Other			S	S	S	S	S
Athletic Stadium or Field			P	S	S	S	S
Accessory Uses, Commercial	See Article III, Part Two, Accessory Uses						
Auto, Gas Pumps/Fuel Sales				S	S	S	S
Auto Repair, Major				S	S	S	S
Auto Repair, Minor				P	P	P	P
Auto Sales, Accessories Only				P	P	P	P
Auto Sales, New				S	S	S	P
Auto Sales, Used							S
Auto & RV Storage							S
Auto Parking Garage				P	P	P	P
Auto Parking Lot				P	P	P	P
Auto Wash, Full-Service				S	S	S	S
Auto Wash, Secondary Use		P		P	P	P	P
Auto Wash, Self-Service				S	S	S	P
Bank, Savings & Loan, or Credit Union				P	P	P	
Batch Plant, Permanent							S
Batch Plant, Temporary	C	C	C	C	C	C	C
Building Material & Hardware Sales, Major				C	C	C	C
Building Material & Hardware Sales, Minor				P	P	P	P
Campground or RV Park	Considered only as a PD						
Catering, Commissary							P
Catering, Service & Sales				P	P	P	P

Attachment: Proposed Zoning Ordinance (Zoning Ordinance Revisions)

ARTICLE III, TABLE 2 Multi-Family and Non-Residential Zoning Districts	AG	MF	CF	C	MU	PRO/CCO		I
	Agricultural	Multi-Family All Types	Community Facilities	Commercial, Office, & Retail	Mixed Use	Preston Road/Collin County Outer Loop Overlay Districts		Industrial
Cemetery or Mausoleum	S		P					
Child Care Center, Primary Use				P	S	S		S
Child Care Center, Secondary Use				P	P	P		P
Clinic, Animal (no outside runs)				P	P	P		
Clinic, Animal (with outside runs)				C	C	C		C
Clinic, Emergency Care or Medical Lab				P	P	P		P
Collection Site				C	C	C		C
College, University, or Trade School			P	S	S	S		
Commercial Amusement, Indoor				P	P	P		P
Commercial Amusement, Outdoor				S	S	S		S
Communication Antenna Tower	C	C	C	C	C	C		C
Construction Yard, Field Office, Temporary	C	C	C	C	C	C		C
Donation Bin			C	C	C	C		C
Dwelling, Live-Work Unit				P	P	P		
Dwelling, Multi-Family	P	P			P	P		
Dwelling, Senior Living, Independent Living		P		S	S	S		
Dwelling, Senior Living, Assisted & Advanced Care				S	S	S		
Electric Power Generating Plant								S
Electric Substation	S	S	S	S	S	S		S
Entertainment Venue			P	S	S	S	P	S
Farmers Market			C	C	C	C		
Funeral Home/Mortuary			P	P	P	P		P
Funeral Home/Mortuary with Crematorium			S	S	S	S		S
Golf, Tennis, or Country Club (private)				S	S	S		S
Greenhouse or Nursery, Retail				P	P	P		
Greenhouse or Nursery, Wholesale				S	S	S		S
Gun or Archery Range, Indoor				P	P	P		P
Gymnastics/Dance Studio/Martial Arts Studio				P	P	P		P
Health/Fitness Center				P	P	P		P
Heavy Machinery Sales, Service, & Storage						S		S
Hospital			P	S	S	P		
Hotel, Bed & Breakfast/Short Term Lodging		C						
Hotel, Extended Stay				S*	S*	C		S*
Hotel, Full Service				P	P	P		P
Hotel, Limited Service				S*	S*	S*		S*
Kennel, Indoor (no outside runs)				P	P	P		P
Kennel, Outdoor (with outside runs)				S	S	S		P
Landfill								S
Laundry/Dry Cleaning, Commercial Plant						S		S

ARTICLE III, TABLE 2 Multi-Family and Non-Residential Zoning Districts	AG	MF	CF	C	MU	PRO/CCO		I
	Agricultural	Multi-Family All Types	Community Facilities	Commercial, Office, & Retail	Mixed Use	Preston Road/Collin County Outer Loop Overlay Districts		Industrial
Laundry/Dry Cleaning, other than commercial plant				P	P	P		
Machine/Welding Shop								P
Manufactured/Mobile Home Display & Sales							S	S
Manufacturing or Industrial Uses, Heavy							S	S
Manufacturing or Industrial Uses, High Risk								S
Manufacturing or Industrial Uses, Light				S	S	S	P	P
Media Studio (Radio/Television/Cable)			P	P	P	P		
Mini-Warehouse/Self-Storage				S	S	S		S
Motorcycle Sales & Service				S	S	S		P
Municipal Uses Operated by the City of Celina	P	P	P	P	P	P		P
Museum/Art Gallery			P	P	P	P		
Office, Administrative, Medical, or Professional			P	P	P	P		
Office, with Showroom/Warehouse/Distribution				S	S	S	P	P
Open Storage & Display, Permanent				S*	S*	S*		P
Park or Playground	P	P	P	P	P	P		P
Parking Structure		P	P	P	P	P		P
Personal Service				P	P	P		
Portable Building Sales							S	P
Printing, Major Industrial Plant								P
Printing, Minor Retail Shop				P	P	P		P
Recycling Center								S
Research & Development Center				S	S	S	P	P
Restaurants			P	P	P	P		P
Salvage Yard, Junk Yard, or Wrecking Yard								S
School, Private (K-12)			S	S	S	S		S
School, Public (K-12)			P	P	P	P		P
Seasonal Sales	C	C	C	C	C	C		C
Sexually-Oriented Businesses								S*
Stable, Commercial	S							S
Stable, Private	P							
Store, Big Box and/or Grocery				P	P	P		S
Store, Convenience				P	P	P		P
Store, General Retail				P	P	P		P
Store, Liquor Sales								
Store, Pawn Shop				C	C	C		C
Store, Regional Mall				S	S	P		P
Store, Secondary Use		P	P	P	P	P		P
Store, Tire Dealer, with Outside Display				S	S	S		P

ARTICLE III, TABLE 2 Multi-Family and Non-Residential Zoning Districts	AG	MF	CF	C	MU	PRO/CCO		I
	Agricultural	Multi-Family All Types	Community Facilities	Commercial, Office, & Retail	Mixed Use	Preston Road/Collin County Outer Loop Overlay Districts		Industrial
Store, Tire Dealer, without Outside Display				P	P	P		P
Telephone Exchange Facility	P	P	P	P	P	P		P
Theatre, Drive-in				S	S	S		S
Theatre, Indoor				P	P	P		P
Transit Center/Bus Terminal				S	S	S		P
Truck Terminal					S	S		P
Truck, Boat, Trailer, Motorcycle, Heavy Equipment, RV, & Bus Sales, Leasing, & Repair				S	S	S		P
Vending Kiosk				C	C	C		C
Warehouse				S	S	S	P	P
Wholesale & Distribution Center						S	P	P

Sections 14.03.103 to 14.05.200Reserved.

ARTICLE III – USE REGULATIONS
PART TWOACCESSORY STRUCTURES.

14.03.201.....General Information and Regulations for Accessory Structures.

- (a) **Definition.** An accessory building is defined as any structure, either attached or detached from the main dwelling or commercial building, the use of which is incidental to that of the main structure and located on the same lot. Accessory structures include, but are not limited to, detached garages and carports, patio covers, arbors, gazebos, cabanas, outdoor kitchens, recreational fire-pits, sheds, and other enclosures. Agricultural accessory buildings include barns, stables, coops, or any enclosure designed to accommodate farming or ranching supplies, livestock or fowl. Fences are not included in this definition of “accessory structure.”
- (b) **Permit Required.** An accessory structure that is less than or equal to 120 square feet (approximately 10’ X 12’) in size shall not be required to obtain a building permit, but shall meet all height and setback requirements of this article. An accessory structure that is greater than 120 square feet in size OR any size structure that is attached to the main building shall be required to have a building permit, be inspected by the City, and meet the requirements of this article.
- (c) **Allowed Accessory Buildings.** Allowed accessory uses are listed in the requirements for each zoning district provided for by this Chapter. However, in general, no commercial uses are allowed in an accessory building. In addition, an accessory structure may only be used for dwelling purposes in the AG, Agricultural, SF-E, Single Family Estate, or OT, Downtown zoning districts and in no case may be rented to a person other than a family member or permanent member of the household staff.
- (d) **General Provisions.**
- (1) **Attached structures.** Any structure that is attached to the principal building shall be considered a part thereof and shall comply with all the requirements for the principal structure, unless otherwise provided herein. Unenclosed structures, such as patio covers and gazebos, may encroach into the rear and side yard setback so long as a five (5) foot setback is maintained from all property lines.
 - (2) **Detached structures.** Detached structures shall comply with the requirements set out in this article and may not be located in the front yard or between the primary structure and any street.
 - (3) **Easements.** Accessory buildings shall not be located within or over an easement or right-of-way, unless approved in writing by the holder of the easement.
 - (4) **Prohibited storage.** Containerized storage, cargo storage, and/or trailer storage shall not be permitted. Notwithstanding the above, temporary storage pods may be placed within a private driveway (but not blocking any portion of the right-of-way or sidewalk) for a period not to exceed seven (7) days for the purposes of loading or unloading furnishings or other goods.
 - (5) **Not allowed in front yard.** Accessory structures shall not be located in the front yard area. This excludes temporary uses such as basketball hoops, bike, or skateboard ramps, or other moveable recreational devices. However, any such device shall be located entirely within the boundaries of the private property and shall not be placed in the right-of-way, the street, the sidewalk, or the parkway (defined as the grassy area between the sidewalk and the curb).
 - (6) **Utility lines.** All associated service and utility lines shall be buried.
 - (7) **Approval.** Building permits are approved by the Building Official, following review and approval of the site plan by the Director of Development Services, as applicable.
- (e) **General Development Standards for Accessory Buildings.**

ARTICLE III, TABLE 3 Standards for Accessory Buildings MAXIMUM NUMBER, TYPE, AND SQUARE FOOTAGE PER LOT SIZE in RESIDENTIAL DISTRICTS			
	Less than one acre	One acre or greater, but less than 3 acres	Three acres or greater
Max number of accessory structures	2	3, plus barn	No limit

Max square footage of all accessory structures	600 or 25% of house square footage, whichever is greater	4,000	10,000
Max height of accessory structures, measured at eave of structure (other than barns)	10 feet	16 feet	20 feet
Barns allowed (includes other agricultural structures)	No	Yes	Yes
Max square footage of barns	N/A	4,000	10,000
Max height of barns (at ridge line)	N/A	35 feet	35 feet

(f) **Architectural Standards for Accessory Buildings.** (barn structures and greenhouses excluded – see Section 14.03.202 (b) and (f), for specific regulations related to barns and greenhouses, respectively).

- (1) Permits are required for all accessory structures that are greater than 120 square feet.
- (2) Permanent and/or engineered foundations may be required per the adopted International Code.
- (3) Accessory structures less than or equal to 120 square feet are not subject to architectural standards for exterior materials, but shall be properly anchored to the ground per the International Residential Code (IRC).
- (4) Accessory structures that are between 121 and 200 square feet shall be constructed of wood, treated engineered wood, metal, cementitious fiberboard, brick, stone, or stucco. Materials from the approved list may be combined.
- (5) Accessory structures that are between 201 and 600 square feet shall be constructed of treated engineered wood, cementitious fiber board, brick, stone, or stucco that blend and compliment the main structure. In addition, accessory structures between 201 and 600 square feet shall incorporate a brick or stone wainscot (36" in height for structures ≤ 12 feet in height; 48" in height for structures >12 feet in height, measured at the eave) in an exterior material that is generally similar to or blends with the masonry material of the main structure, if applicable. Materials from the approved list may be combined.
- (6) Accessory structures that are greater than 600 square feet shall generally match the exteriors of the main structure in terms of types of materials, percentages of materials, and color.
- (7) All accessory structures shall be earth tones in color.
- (8) Metal buildings require raised or standing seams, minimum 26" gauge, corner trim, pre-installed, baked-in finish that cannot be bold colors.

(g) **Setback & Siting Regulations for Most Accessory Structures.**

- (1) No accessory structures shall be located in front yards and may not be located between the primary structure and the street.
- (2) Accessory structures that are attached to a residence or non-residential building shall abide by the side and rear yard setbacks of the governing zoning district.
- (3) Detached accessory structures in residential zoning districts shall observe the following side yard setbacks:
 - i. Typical side yard setback shall be three (3) feet.
 - ii. Side yard setback when also facing a street shall be fifteen (15) feet.
- (4) Detached accessory structures in residential zoning districts shall observe the following rear yard setbacks:
 - i. Rear yard setback shall be three (3) feet for structures that are <250 square feet in size, no greater than eight (8) feet at the eave line, and screened from the alley or adjacent property by a solid fence.
 - ii. Rear yard setback shall be five (5) feet for structures that are ≥250 square feet in size OR that do not meet the height or fence requirement cited above.
 - iii. setback as the main structure in the governing zoning district.

14.03.202.....Regulations for Specific Accessory Structures.

These regulations supersede any general regulations listed in Section 14.03.201. However, if a standard is not specifically mentioned in the regulations, below, then the regulations stated in Section 14.03.201 apply. Building permits for the accessory structures listed below are approved by the Building Official, following review of the regulations specified for each type of accessory structure and approval of the site plan by the Director of Development Services, if applicable.

(a) **Accessory Dwelling Unit (ADU) Regulations.**

- (1) An ADU is defined as a subordinate building/structure intended for habitation. ADUs shall not be permitted without a main building or primary use in existence and are subject to zoning district regulations.
- (2) ADUs are prohibited in all zoning districts other than the AG, Agricultural zoning district, SF-E, Single-Family Estate zoning district, or OT, Downtown zoning district. In these districts, ADUs shall be allowed as an incidental residential use of a primary residential structure, located on the same lot as the primary residential structure, may be occupied only by the residents or guests of the primary residential structure, and shall meet the standards listed herein.
- (3) An ADU may not be sold separately from sale of the entire property, including the primary residential structure, and shall not be rented or sublet;
- (4) An ADU is not permitted without the primary residential structure;
- (5) Utility services shall be metered by the same meter as that which serves the main structure on the premises, unless otherwise allowed by the Building Official;
- (6) ADUs shall abide by the same setback, height, and architectural regulations as detached garages, except that the rear yard setback shall be twenty (20) feet;
- (7) The total conditioned square footage of an ADU is limited to 800 square feet for lots that are less than one-half (½) acre in size. Lots that are one-half (½) acre or greater in area may construct an ADU up to 1,200 square feet if all other regulations are met. An ADU shall be constructed to the rear of the primary residential structure, and may be attached to or separate from the main dwelling (note that ADUs that are attached to the main structure that cause the overall structure to be greater than the threshold set by the Fire Codes may require the entire structure to be sprinklered);
- (8) No ADU or living quarters shall be used or occupied as a place of abode or residence by anyone other than a family member or guest of the owner/occupant of the primary residential structure or a bona fide caretaker, servant or farm worker actually and regularly employed by the landowner or occupant of the main building; and
- (9) Only one ADU, including a garage ADU, or servant's/caretaker's quarters, shall be allowed on any lot, and the ADU shall be clearly incidental to the primary residential structure.
- (10) The exterior facades of a ADU shall be constructed of a masonry material (brick, stone, stucco) or materials that are generally similar to the materials, percentages, and colors used on the main building or structure.

(b) **Barns & Farm Accessory Structure Regulations.**

- (1) Barns are not allowed on lots that are less than one (1) acre in size.
- (2) All farm accessory structures greater than 120 square feet in area require a building permit.
- (3) The site on which a barn is proposed shall be currently classified and in operation as an agricultural enterprise.
- (4) Barns may be constructed of any suitable all-weather material as listed in the adopted International Building Code.
- (5) The height of barns or other farm accessory structures shall not exceed thirty-five (35) feet, measured from the ground to the ridge line.
- (6) The siting of such facilities shall be selected to minimize visibility from the public right-of-way.
- (7) Commercial operations, or operations open to the general public, are considered commercial enterprises and shall abide by all commercial building regulations and permits.

(c) **Carport Regulations.**

- (1) Metal support poles required;
- (2) Carports shall have a pitched roof or be sufficiently slanted to drain and shall be attached to the primary residence;
- (3) Carports are prohibited in any front yard;
- (4) Setbacks for carports shall be the same as for the primary structure in the governing zoning district; and
- (5) Manufactured homes may install a carport, which shall be designed to shelter a maximum of two (2) vehicles, shall not exceed ten (10) feet in height, and shall not be located closer than three (3) feet to any side or rear lot line.

(d) **Commercial Accessory Structure Regulations.**

- (1) All structures located in non-residential, commercial, office, retail, industrial, and multi-family zoning districts, and structures associated with such land uses, are considered permanent, commercial buildings and shall obtain all necessary permits and inspections and abide by all applicable codes and masonry regulations.
- (2) Accessory structures with pervious roofs, such as decorative pergolas or arbors, may be constructed with fire-treated and rot-resistant wooden or comparable material with Director approval. An open-air pavilion shall encase its columns in masonry that matches the primary building. Modular storage units, portable on demand storage containers, donation bins, kiosks or stands, cargo containers, and drop-off bins/trailers are considered accessory structures.

(e) **Detached Garage Regulations.**

- (1) Front yard setback shall be twenty (20) feet for front-loading garages;
- (2) Rear yard setback shall be twenty (20) feet for alley access garages;
- (3) Side yard setback shall be twenty (20) feet for garages with access to a side street.
- (4) Typical side yard setback shall be five (5) feet;
- (5) The size, height, and architectural restrictions are the same as for accessory structures listed in Table A of this Article, except that a minor height waiver for associated pitched roofs may be granted at the discretion of the Director of Development Services; and
- (6) An exception to the sixteen (16) foot maximum height for a detached garage may be granted at the discretion of the Director of Development Services for garages that are designed for oversized vehicles, such as RVs, boats, etc. as long as the overall height remains lower than the overall height of the main structure.
- (7) The exterior facades of detached garages shall be constructed of a masonry material (brick, stone, stucco) or materials that are generally similar to the materials, percentages, and colors used on the main building or structure.

(f) **Greenhouse Structure Regulations.**

- (1) Greenhouse structures require a building permit if ≥ 120 square feet.
- (2) Greenhouses may be constructed of glass, opaque plastic, and other all-weather material as listed in the adopted International Building Code;
- (3) Typical side yard setback shall be three (3) feet;
- (4) Side yard setback shall be fifteen (15) feet when facing a street;
- (5) Rear yard setback shall be three (3) feet for structures that are < 250 square feet in size, no greater than eight (8) feet at the eave line, and screened from the alley or adjacent property by a solid fence; and
- (6) Rear yard setback shall be five (5) feet for structures that are ≥ 250 square feet in size OR that do not meet the height and fence requirement cited above.

(g) **Patio Cover & Outdoor Room Regulations.**

- (1) Patio covers or outside rooms that are attached to the primary structure and are ≤ 250 square feet shall be setback a minimum of three (3) feet of any property line;
- (2) Patio covers or outside rooms that are attached to the primary structure and are > 250 square feet shall be setback a minimum of five (5) feet of any property line or the same setback for the primary structure, whichever is greater;
- (3) Metal or wood may be used as support structures, but the wood shall be treated or otherwise impervious to rotting;
- (4) Open roofing on patio covers and/or outdoor rooms may be constructed of wood beams that have been treated or otherwise impervious to rotting; and
- (5) Covered or partially enclosed patios may be connected to the primary structure. However, should the applicant wish to convert the partially enclosed patio into a fully functioning room, the setbacks for the zoning district in which the residence is located shall apply.

(h) **Patios & Flatwork Regulations (Concrete or Pavers).**

- (1) All patios, grading, and other residential flatwork require a building permit.
- (2) All new parking, drives, and approaches shall be constructed with concrete to the City's engineering design

criteria;

- (3) Any flatwork, foundation, or slab greater than 200 square feet shall be drawn to City standards and may require an engineer's seal;
- (4) Flatwork shall be set back a minimum of three (3) feet from any property line;
- (5) Flatwork is not allowed in the front yard area, unless the flatwork is for a driveway for a front-loading garage. This shall not be interpreted to allow for enlarged driveways, whose width should match the width of the enclosed garage and not be expanded into the side yard setback;
- (6) Nothing within this section allows the creation of a drainage hazard or issue, and all flatwork shall be sloped or graded to drain;
- (7) Paving is limited to twenty percent (20%) of total lot coverage, including the driveway but not including any patio, walkway, pool deck, sports courts or other paved feature; and
- (8) A residential property shall continue to maintain the majority of each of its yard in living landscape, as required by the Landscape ordinance and administered by the Director of Development Services. Mulch, gravel, rock gardens, decorative stone, and similar material may be used for decorative patterns, beds, erosion control, and in other limited application with associated landscaping; however, their use shall not be the predominant groundcover.

(i) **Swimming Pools, Spas, & Hot Tub Regulations.**

- (1) Shall not be located in the front yard area;
- (2) Shall comply with the minimum side yard and corner lot requirements for accessory structures;
- (3) The setback shall be a minimum five (5) feet from any building line to the water's edge; and
- (4) The setback shall be a minimum three (3) feet from any building line to decking or flatwork.

(j) **Temporary Building Regulations.**

- (1) Land uses other than churches and public schools shall abide by the rules below. However, the number of temporary buildings, size of the buildings, and duration of time allowed for for these uses shall be determined by the City Council on a case-by-case basis.
- (2) Churches and public schools, regardless of the zoning district, may have a maximum of three (3) accessory buildings at any given time. The total floor area of all accessory buildings shall not exceed thirty (30%) of the square footage of the first floor of the main building or 3,000 square feet, whichever is less.
- (3) Accessory buildings utilized by churches and public schools are exempt from the Architectural Standards listed in this Article.
 - (9) The siting of temporary buildings shall be selected to minimize visibility from the public right-of-way.
 - (10) Skirting for the temporary building is required, as is concrete pedestrian access, in addition to any required ramps.
 - (11) A stabilizing foundation in compliance with the approved building code shall be provided or appropriate tie-down systems, as approved by the Fire Department.
 - (12) All buildings shall be perpetually maintained and repaired in a safe, reasonably attractive condition by the property owner in a manner that protects against the elements, is structurally safe, and corrects any visual ills or other problems.

Sections 14.03.203 to 14.03.300Reserved.

ARTICLE III – USE REGULATIONS

PART THREE.....PERMANENT LAND USES THAT REQUIRE SUP APPROVAL.

14.03.301.....The following land uses require specific criteria to be met in addition to City Council approval through a Specific Use Permit (SUP) or a Planned Development (PD) in order to be approved. The City Council may waive any or all of the regulations listed below as part of the SUP or PD approval process.

(a) **Airport/Helipad/Heliport Regulations.**

- (1) “Airport” is defined as a place where aircraft land and take off, usually equipped with hangars, facilities for refueling and repair, and various accommodations for pilots and passengers.
- (2) “Helipad” is defined as a place, typically on the roof of a hospital or a small ground area where helicopters may land and take off, but without any service or fueling capabilities.
- (3) “Heliport” is defined as a place where helicopters land and take off, usually equipped with hangars, facilities for refueling and repair, and various accommodations for pilots and passengers.
- (4) None of the above defined uses shall be located within 400 feet of any residential structure or any area zoned residential, and no residential structure shall be located within 400 feet of any such use.
- (5) Such distances shall be measured as the shortest possible distance in a straight line from the closest point of the proposed use to the closest point of the residential structure or area, as the case may be.
- (6) Notwithstanding the foregoing, the City Council may elect to locate such uses in closer proximity.

(b) **Alcohol Sales Regulations.** (this classification includes Bars, Brewpubs, Wine Tastings, Growlers, and other similar uses where alcoholic beverages are served on-premises by the glass)

- (1) Retail alcohol sales is defined as an establishment principally for the sale and consumption of alcoholic beverages on the premises that derives seventy-five percent (75%) or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, or as defined in the Texas Alcoholic Beverage Code (TABC), for on-premises consumption.
- (2) Prior to issuance of a Certificate of Occupancy, the business owner shall provide the City with a copy of its State permit to operate as a bar, brewpub, or similar use.
- (3) All retail alcohol sales shall also meet the standards found in Chapter 10, Alcoholic Beverages, of the Celina Code of Ordinances.

(c) **Alternative Financial Services Regulations.**

- (1) Alternate financial services are defined as check cashing business, payday advance or loan business, money transfer business, and car title loan business (see Section 14.01.114, *Land Use Definitions* under “Alternate Financial Services” for more detailed definitions).
- (2) A lot containing an alternative financial service shall be located at least 1,000 feet from any lot containing another alternative financial service, as measured in a straight line between the nearest points of one lot to the other lot.
- (3) A lot containing an alternative financial service shall be located at least 200 feet from any lot zoned or used for residential purposes, as measured in a straight line between the nearest points of one lot to the other lot.
- (4) No lot containing an alternative financial service shall be located in the Preston Road Overlay, the Dallas North Tollway Overlay, or the Collin County Outer Loop Overlay Districts.
- (5) Alternative financial services shall be situated only within a freestanding building and shall not be co-located in the same structure as other uses.

(d) **Alternative Retail Services Regulations.**

- (1) Alternative retail services are hereby defined as businesses or services that require additional scrutiny by the City Council as to the appropriate location (see Section 14.01.114, *Land Use Definitions* under “Alternate Retail Services” for more detailed definitions).
- (2) A lot containing an alternative retail service shall be located at least 1,000 feet from any lot containing another alternative retail service, as measured in a straight line between the nearest points of one lot to the other lot.
- (3) A lot containing an alternative retail service shall be located at least 200 feet from any lot zoned or used for

- residential purposes, as measured in a straight line between the nearest points of one lot to the other lot.
- (4) No lot containing an alternative retail service shall be located in the Preston Road Overlay, the Dallas North Tollway Overlay, or the Collin County Outer Loop Overlay Districts.
 - (5) Alternative retail services shall be situated only within a freestanding building and shall not be co-located in the same structure as other uses.

(e) **Communication Antenna Towers Regulations – Residential Districts.** When proposed to be located within a residentially zoned district, approval of a SUP is required. Application shall meet the requirements listed in Section 14.03.401(c), *Communication Antenna Towers Regulations – Non-Residential Districts*.

(f) **Hotel Regulations, Extended Stay.**

- (1) An extended stay hotel is defined as a building or group of buildings used as a temporary dwelling place for individuals in exchange for financial consideration where customary hotel services such as linen, housekeeping service, and telephone are provided. Also called “residence hotels,” the room units are designed to be suitable for long-term occupancy with financial consideration typically being calculated on a weekly or monthly basis. Typical extended stay hotels include kitchen facilities, on-site laundry equipment, external doorways into room units, and are generally rated two (2) or fewer stars (on a 4-star industry basis).
- (2) Residence or extended stay hotels shall include all of the following amenities:
 - i. A minimum of eighty (80) guest rooms and/or suites;
 - ii. Guest room access from an interior hallway;
 - iii. Laundry facilities adequate to serve the residents at full capacity;
 - iv. Playground equipment and open space as determined by the Director; and
 - v. Swimming pool with a minimum of 800 square feet of pool surface area.

(g) **Hotel Regulations, Limited Service.**

- (1) A limited service hotel is defined as a temporary dwelling place for individuals or families in exchange for financial consideration that provides an economical choice with fewer amenities than a full service hotel and is generally rated two (2) or fewer stars (on a 4-star industry basis).
- (2) Limited service hotels shall include all of the following amenities:
 - i. A minimum of 700 square feet of meeting room space;
 - ii. Limited food and beverage service, but including breakfast buffet service;
 - iii. Guest room access from an interior hallway;
 - iv. Swimming pool with a minimum of 400 square feet of pool surface area; and
 - v. Attached port cochere adjacent to the hotel lobby or reception area.

(h) **Open Storage Regulations (Permanent or Ongoing).**

- (1) For the purposes of this subsection, the definition of open storage is the keeping of any goods, material, merchandise, vehicles, trailers, modular storage units, or equipment outside a building on a lot. Examples of permanent and ongoing open storage are home and garden supplies, bagged mulch and seed, and automobiles and other vehicles.
- (2) The area utilized as open storage in C, Commercial, Office, & Retail zoning district or related PD-Planned Development zoning district shall not exceed fifteen percent (15%) of the total gross square foot of the building located on the same lot as the open storage. Permanent open storage shall not be permitted in any portion of the lot between a public street and a line projected from the faces of the building lot lines, except as described in (6) and (10), below.
- (3) The square footage of the area designated for open storage in I, Industrial zoning district or related PD-Planned Development zoning districts is not restricted as long as it is located on the same lot and not in the front setback.
- (4) The open storage area shall be attached to a wall of the principal building.
- (5) An exception to the location of open storage shall be the location of shopping carts, which may utilize designated areas within the parking lot, so long as the shopping carts are gathered within steel carrels suitable for retaining carts and the locations do not interfere with traffic flow or customer parking.
- (6) Open storage may not be permanently located in any fire lane, maneuvering aisle, or customer pick-up lane.
- (7) Open storage may not be located in any required front, side, or rear setback.

- (8) Open storage may not be located in any parking space (except as described in (10) below).
- (9) Open storage may not obstruct visibility or interfere with pedestrian or vehicular circulation. If items are placed on a sidewalk or other pedestrian area, a six (6) foot wide pedestrian path shall be maintained through or adjacent to the outside display area. The pedestrian path shall be concrete or asphalt and may not be located within off-street parking areas, including parking spaces, fire lanes, maneuvering aisles, and customer pick-up lanes.
- (10) Nothing in this article shall prohibit temporary open storage of merchandise for display and sale during a seasonal or sidewalk sale (See Section 14.03.501(e), *Open Storage Regulations – Under Eave Display*).
- (14) Screening of open storage.
 - i. All open storage and outside display shall be screened from the view of adjacent streets and adjacent properties unless located in an I, Industrial zoning district, where open storage is required to be screened only from the street right-of-way.
 - ii. Screening shall follow the regulations listed in Section 14.04.301, *Screening, Generally*.
 - iii. If the standards required for screening of open storage cannot be met due to site-specific issues, the property owner or developer may petition the Director to approve alternative screening methods that meet the purpose and intent of the ordinance.
- (15) Exceptions to screening requirements.
 - i. No screening is required for open storage and outside display of goods, materials, merchandise, or equipment as an accessory use if generally placed “under eaves.” (See Section 14.03.501(e), *Open Storage, Under Eave Display* for regulations)
 - ii. Screening is not required for items placed adjacent to a gasoline pump island that do not exceed three (3) feet in height, except for those items otherwise prohibited in this section.
 - iii. The Director may waive these requirements if no public purpose would be served by the construction of a required screen, or if the site characteristics do not necessitate screening since natural features exist that sufficiently screen the open storage.

(i) **Private Street Development/Gated Community Regulations – Existing Subdivisions.**

- (1) A private street is defined as a paved thoroughfare within a gated community with no access to the general public and is entirely owned, maintained, and subsequently replaced by the Homeowners Association (HOA). Application for the conversion of public streets to private streets require the following regulations to be observed as part of the consideration process by the City Council.
- (2) Private street developments are subject to provisions of the Master Thoroughfare Plan and the Subdivision Ordinance, as it exists or may be amended. Private street developments may not cross an existing or proposed thoroughfare as shown on the City’s adopted Master Thoroughfare Plan nor shall a private street development disrupt an existing or proposed Hike & Bike route.
- (3) Private street developments shall be located in an area that is surrounded on at least three (3) sides, and in any event no less than approximately seventy-five percent (75%) of the perimeter, by natural barriers or similar physical barriers constructed by man. Examples of natural barriers would be creeks and floodplains. Examples of similar man-made barriers would be golf courses, school locations, parks, railroad tracks, or a limited access roadway. Non-qualifying man-made barriers include screening walls, local roadways, drainage ditches, detention ponds, landscape buffers, earthen berms, utility easements, and at grade rights-of-way.
- (4) Any proposed private street development adjacent to an existing subdivision with public streets that can be reasonably connected, including by constructing a bridge or culvert, for example, should not be approved as a private street development. The two adjacent subdivisions should allow cross-connectivity using public streets. This is especially critical when one of the two subdivisions has a school site.
- (5) Any private street development proposed for an existing subdivision shall demonstrate that the Homeowners Association (HOA) has established an escrow account to be kept for the purposes of street repair and replacement.
- (6) The petition to convert public streets to private streets shall be signed by one hundred percent (100%) of the property owners in the existing subdivision.

- (7) Agents representing the HOA shall agree to enter into an agreement with the City for the purchase of the installed infrastructure and rights-of-way from the City at fair market appraised value for cash in full payment, and agree to maintain and subsequently replace the infrastructure at City standards thereafter.
- (8) All documents are subject to the review and approval of the City Attorney.
- (9) Subsequent to the approval of the private street designation, the entire subdivision affected shall be replatted to reflect the ownership changes and remove the City's ownership and maintenance obligation from the streets and rights-of-way.

(j) **Private Street Development/Gated Community Regulations – New Subdivisions.**

- (1) In addition to the regulations listed in (j), above, the following regulations apply to new subdivisions that wish to incorporate private streets in the residential development.
- (2) No disruption of planned public roadways or facilities/projects (thoroughfares, parks, park trails, public pedestrian pathways, etc.).
- (3) No disruption to and from properties of future developments either on site or off site to the proposed subdivision.
- (4) No negative effect on traffic circulation on nearby public streets.
- (5) Not less than 100 feet of street frontage on which to locate the main entrance gate.
- (6) No more than two (2) gated street entrances, subject to approval by the Director of Engineering, may face a designated thoroughfare within a one (1) mile segment of that thoroughfare.
- (7) No impairment of access to and from public facilities including schools or public parks.
- (8) No impairment of the adequate and timely provision of essential municipal services (emergency services, water/sewer improvements or maintenance, etc.).
- (9) The main entrance to the private street development shall have adequate throat depth to provide for residents, their guests and any accidental access and have an escape aisle for those vehicles not admitted into the subdivision.
- (10) Absence of a concentration of private street developments in the vicinity of the requested private street development.
- (11) Developers who wish to develop as a private street/gated community shall agree to maintain the infrastructure and rights-of-way at City standards and sign an agreement with the City to that effect.

(k) **Sexually-Oriented Business Regulations.**

Sexually oriented businesses are governed by Chapter 4, *Business Regulations*, Section 4.06, *Sexually-Oriented Businesses* of the Celina Code of Ordinances.

Sections 14.03.302 to 14.03.400Reserved.

ARTICLE III – USE REGULATIONS**PART FOUR.....PERMANENT LAND USES THAT REQUIRE CERTAIN CONDITIONS FOR APPROVAL.**

14.03.401The following land uses require specific conditions to be met prior to the issuance of a building permit. These land uses are listed as C, Conditions Required, in the Schedule of Uses, since they shall meet the specific regulations listed below for each use prior to being issued a building permit. If, at the Director's discretion, one or more of the conditions have not been met, the request may be brought to the City Council as a Specific Use Permit (SUP).

(a) Alternative Energy Sources Regulations – Solar Panel/Device.**(1) Single-family residential uses:**

- i. Is in compliance with State law and poses no threat to public health or safety;
- ii. Is located solely on private property;
- iii. Include approval letter from the HOA with submittal for the CUP, if applicable.
- iv. Installation and maintenance in compliance with manufacturer's recommendations and warranties;
- v. Roof mounted:
 - a. Panels may not extend beyond the roofline or eave line;
 - b. Panels shall conform to the slope of the roof, unless mounted on a roof slope that is not visible from the right-of-way; and
 - c. Roof mounted panels should be designed to reduce excessive glare.
- vi. Ground mounted:
 - a. Prohibited in front yards.
 - b. Ground mounted devices shall follow the setbacks required for accessory structures within the specific zoning district.
 - c. Device shall not be visible from either the public right-of-way or the adjacent properties;
 - d. Device shall be screened by a wooden or masonry fence and no device shall extend above the fence line.
 - e. Where fences are not allowed within the residential subdivision, a solid evergreen hedge which shall be maintained at a minimum of six (6) feet in height within eighteen (18) months of planting.

(2) Non-residential uses:

- i. Is in compliance with State law and poses no threat to public health or safety.
- ii. Is located solely on private property.
- iii. Installation and maintenance in compliance with manufacturer's recommendation and warranties.
- iv. Is located on the roof.
- v. Panels located on a sloped roof may not extend beyond the roofline and shall conform to the slope of the roof, unless mounted on a roof slope that is not visible from the public right-of-way or from adjacent single family districts.
- vi. Panels located on a flat roof shall be screened from view from the adjacent rights-of-way or from adjacent single family districts.

(b) Alternative Energy Source Regulations - Wind Energy Conversion Systems (WECS).**(1) Single-family residential uses:**

- i. Freestanding WECS are prohibited on residential lots less than one acre in size.
- ii. Shall not be allowed in the front yard.
- iii. The highest point of a roof-mounted WECS shall not project more than five feet above the roof line, excluding the highest point of the blade arc.
- iv. Freestanding WECS shall be of unipole design and shall not be located in any required setback.
- v. Freestanding WECS shall abide by the height and setback regulations of the specific zoning district and be located at least a distance equal to the height of the pole away from any structure or property line.

(2) Non-residential use:

- i. WECS may exceed the height limits of the zoning district, up to a maximum of eighty (80) feet, if located at least a distance from any residential district boundary line or residential dwelling equal to the height of the support structure. Height shall not include the highest point of the blade arc and shall refer to the highest point of the pole structure.

- ii. The minimum lot size required for a WECS is one acre. Only one low impact WECS shall be allowed per platted lot.
- iii. The WECS shall not be located within any required setback area for the front, side, or rear yards.
- iv. The WECS freestanding blade arc spheres shall have a minimum thirty (30) foot clearance from any structure, tree or any other impediment.
- v. All associated wiring shall be buried underground by means of a conduit system, or if ground-mounted equipment is required, then a minimum eight (8) foot high masonry wall shall be constructed.
- vi. The WECS shall be constructed in a unipole design of tubular steel and shall be self-supporting without the use of guy wires or other similar features. In addition, no exposed racks or antennas are allowed.
- vii. The WECS shall be a neutral or earth tone color. The proposed paint type shall be a dull or matte finish so as to reduce the possibility of any glare or reflection and to minimize the visual obtrusiveness of the WECS.
- viii. All commercial signs, flags, lights, and attachments shall be prohibited on the WECS, unless required for structural stability, or as required for flight visibility by the FAA.
- ix. The WECS shall be equipped with both a manual and an automatic braking device capable of stopping the WECS' operation in high winds.
- x. The WECS shall meet or exceed current standards and regulations of the Federal Aviation Administration (FAA) and any other agency of the state or federal government with the authority to regulate such systems.
- xi. The WECS shall not be grid-interconnected until and unless evidence has been provided to the City that the appropriate electric power provider has approved the customer's intent to install a grid-connected customer-owned WECS and that the customer's system meets the utility's approved specifications for interconnection.
- xii. The WECS shall be grounded and shielded to protect against natural lightning strikes and stray voltage, including the blades.
- xiii. The WECS shall be adequately designed structurally, electrically, and in all other respects to accommodate the safety and general well-being of the public.
- xiv. The WECS shall be maintained at all times according to the manufacturer's specifications.
- xv. The WECS shall be filtered, shielded, or otherwise designed and constructed so as not to cause electrical, radio frequency, television and other communication signal interference.
- xvi. The WECS shall be prohibited from including a tower climbing apparatus within twelve (12) feet of the ground.
- xvii. The WECS shall adhere to the performance standards of the zoning ordinance, in regards to maximum sound pressure levels. The noise levels measured at the property line of the property on which the conversion system has been installed shall not exceed sixty (60) decibels and in no event shall the conversion system create a nuisance.
- xviii. If the WECS is not in operation for a period of six (6) months, it shall be deemed abandoned and shall be removed at the owner's expense.
- xix. With the approval of a specific use permit, in any district, any one or more of the above development standards may be excused, subject to review and approval by the Director.

(c) **Communication Antenna Towers Regulations – Non-Residential Districts.**

- (1) Commercial towers may exceed the height limits of the zoning district, up to a maximum height of 150 feet, if located a distance from any residential district boundary line or residential dwelling at least equal to the height of the support structure.
- (2) Towers shall be of stealth, unipole design with no exterior antennas, wires, racks, or transmitters.
- (3) Tower sites shall be screened with a minimum eight (8) foot high solid masonry wall with a solid metal gate.
- (4) Commercial towers shall be designed structurally, electrically, and in all respects to accommodate both the applicant's antennas and additional co-located users and carriers.
- (5) Commercial towers shall be muted and dull shades of color, or if applicable, shall match the background color of the landscape and terrain.

- (6) Commercial towers shall be maintained in a functional, safe, and attractive manner so that the unipole is a consistent material, color, and size (although gentle tapering is allowed). Any future alterations, other than general maintenance, to the unipole would require a building permit.
- (7) Commercial towers shall be accessible by a twenty-four (24) foot wide concrete fire lane, subject to review and approval by the fire marshal.
- (8) There shall be a minimum of one (1) concrete parking space that is not located in a fire lane.
- (9) A commercial antenna may be attached to a utility structure or building (elevated water tank, electric transmission pole, etc.) regardless of the height of said structure, provided that the antenna does not extend more than ten (10) feet above the height of the host structure.
- (10) A commercial antenna may be placed wholly within any building permitted in the zoning district. A commercial antenna may be mounted flush to the exterior of a building/structure if it is painted and/or disguised to integrate into the overall architectural design and is not readily visible/identifiable as an antenna from public roadways or neighboring residential properties.
- (11) All commercial signs, flags, lights and attachments shall be prohibited on any antenna or antenna support structure, unless required for communications operations, structural stability, or as required for flight visibility by the FCC and the FAA.
- (12) No communication tower, antenna, antenna support structure, microwave reflector/antenna, or associated foundations, support wires, or appurtenances shall be located within any required setback area for the front, side, rear yards, or required landscape buffers.
- (13) The Director may require a map of the vicinity showing current coverage and coverage after construction. Commercial communication towers require site plan approval, prior to or concurrent with the application for a building permit.
- (14) Collocation of antennas and antenna support structures shall be required. No new towers shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the City that no existing antenna support structure can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna may consist of any of the following:
 - i. No existing towers or structures are located within the geographic area, which meet the applicant's engineering requirements;
 - ii. Existing towers or structures are not of sufficient height to meet the applicant's engineering requirements;
 - iii. Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment; or
 - iv. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
- (15) A lot containing a commercial communication tower shall be located at least 2,000 feet away from any lot containing another communication tower greater than fifty (50) feet in height, as measured in a straight line between the nearest points of one lot to the other lot.
- (16) If one or more of the above standards are requested to be waived or amended, the request may be heard by the City Council as part of a SUP request.

(d) **Donation Bin/Collection Site Regulations.**

- (1) A maximum of one donation bin may be located per lot or contiguous lots under common ownership or occupancy. Donations bins may not be located on a vacant lot.
- (2) A donation bin shall not be located within the designated fire lane or hinder the movement of emergency public safety vehicles and/or equipment or within required parking spaces or within or immediately adjacent to designated handicap parking areas. Donation bins shall not be located between the associated building and the street and shall be sited at the side or rear of the building.
- (3) A collection site shall provide safe vehicular access, off-street parking, and accommodate the delivery of materials on a concrete surface.
- (4) The scope of the activity of either a donation bin or collection site may not encumber required parking spaces of any business and shall be located in a non-residential zoning district.

- (5) Solid masonry screening walls shall be provided on three (3) sides of the donation bin.
- (6) Restroom facilities for employees at manned collection sites shall be provided either on-site (e.g. with a portable toilet), or off-site if within 300 feet of the subject property and accompanied with a letter of permission from the property owner granting access.
- (7) The name and contact information of the organization/manager who is responsible for the donation bin and/or collection site is required to be clearly placed, either affixed to the bin or with appropriate signage.
- (8) Merchandise shall be neatly organized and not haphazardly piled.

(e) **Home Occupation Regulations.** No City approval is required for home occupations. However, home occupations are subject to the following conditions and requirements:

- (1) No signage associated with the home occupation and visible from outside of the dwelling shall be allowed on the premises, except as may be authorized or permitted by other applicable ordinances of the City.
- (2) No more than two (2) non-relatives may be employed on-site in addition to those residing in the home.
- (3) Outdoor activities are not allowed, unless the activities are screened from neighboring properties and public rights-of-way and limited to the hours between 8:00 a.m. to 8:00 p.m.
- (4) There shall be no exterior storage of materials, equipment, vehicles, and/or supplies used in conjunction with the home occupation.
- (5) A home occupation shall not serve as an office or storage facility for a vehicle fleet operation in which fleet vehicles visit the site. A "fleet" is defined as three (3) or more business vehicles.
- (6) The home occupation shall not produce offensive noises, vibrations, smoke, dust, odors, heat, or glare beyond the property lines.
- (7) No major alterations to the property or exterior of the dwelling unit or accessory buildings shall be allowed that changes the residential character of the buildings. The home occupation use shall be clearly incidental and secondary to the residential use of the dwelling.
- (8) No repair or servicing of vehicles, internal combustion engines, large equipment, or large appliances is allowed.
- (9) No storing of hazardous materials for business purposes is allowed on the premises.
- (10) Merchandise, commodities, goods, wares, materials, or products shall not be offered or displayed for sale on the premises, excluding fruits and vegetables grown on-premises. Sales incidental to a service shall be allowed; and orders previously made by telephone or at a sales party may be filled on the premises.
- (11) No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood or create unreasonable parking or traffic congestion in the immediate neighborhood, and any need for parking shall be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot.

(f) **Hotel Regulations, Bed & Breakfast/Short-Term Rental.**

- (1) "Bed & Breakfast" is defined as a residential home, occupied by the owner or manager, where the owner or manager rents one or more bedrooms for remuneration and provides a breakfast meal to the guest.
- (2) "Short-Term Rental" is defined as a residential home or unit that is occupied for a relatively brief period of time (i.e. less than 30 days duration) by paying guests, typically through a web-based service (e.g. Airbnb® or Vrbo®).
- (3) Guest parking shall be provided on the residential lot and not on the street.
- (4) The owner or manager shall be responsible for any noise or disruption of the neighborhood caused by the guests.
- (5) The owner or manager shall register with the State to pay any applicable taxes and shall pay the hotel tax to the City of Celina, as required by law.

(g) **Hotel Regulations, Full Service.**

- (1) A full service hotel is considered a top tier hotel in terms of amenities and service. It includes all of the amenities listed below and often exceeds these minimum standards and is generally rated three (3) stars or higher (on a 4-star industry basis).
- (2) A full service hotel that meets all of the requirements listed below requires only administrative Site Plan approval if shown as a C, *Conditions Required* on the Schedule of Uses. Any failure to meet one or more

of the listed conditions requires an application for a Specific Use Permit (SUP), which is subject to review and approval by the Planning & Zoning Commission and the City Council.

- i. A minimum of 100 guest rooms and/or suites.
- ii. A minimum of 4,000 square feet of meeting room space.
- iii. A minimum of one (1) restaurant that provides three (3) meals per day with on-site preparation and service provided by wait staff, hostesses, etc. and seating for a minimum of thirty (30) customers.
- iv. Guest room access from an interior hallway.
- v. Swimming pool with a minimum of 800 square feet of pool surface area.
- vi. Attached port cochere adjacent to the hotel lobby or reception area.

(h) **Manufactured Home Replacement Regulations.**

- (1) The federal government allows a one-time replacement of a manufactured home under the circumstances listed below.
- (2) In the event that a HUD-Code manufactured home occupies a lot within the City, the owner of the HUD-Code manufactured home may remove the HUD-Code manufactured home from its location and place another HUD-Code manufactured home on the same property, provided that the replacement is a newer HUD-Code manufactured home, and is the same size or larger in living space as the prior HUD-Code manufactured home. Except in the case of a fire or natural disaster, the owner of the HUD-Code manufactured home is limited to a single replacement of the HUD-Code manufactured home on the same property.
- (3) Property owners who have a HUD-Code manufactured home which has been placed on a lot in violation of the terms of this ordinance shall not have the right to replace the illegal use. This subsection shall not be interpreted to legitimize an otherwise illegal use.
- (4) Except with regard to the above clause, the replacement provisions of this section shall not apply in the SF-M, Single Family Manufactured Home zoning district.

(i) **Pawn Shop Regulations.**

- (1) "Pawn shops" are hereby defined as a facility that lends money in exchange for personal property as security deposited with or pledged to it. This definition includes the sale of such securities after repossession and the sale of merchandise generally found in retail stores, as defined by State law.
- (2) A lot containing a pawn shop shall be located at least 1,000 feet from any lot containing another pawn shop, as measured in a straight line between the nearest points of one lot to the other lot.
- (3) A lot containing a pawn shop shall be located at least 200 feet from any lot zoned or used for residential purposes, as measured in a straight line between the nearest points of one lot to the other lot.
- (4) Pawn shops shall be situated only within a freestanding building and shall not be co-located in the same structure as other uses.
- (5) No lot containing a pawn shop shall be located in the Preston Road Overlay, the Dallas North Tollway Overlay, or the Collin County Outer Loop Overlay Districts.

(j) **Vending Kiosk Regulations.** The following conditions apply to a commercial vending kiosk greater than 120 square feet in size, prior to the issuance of a building permit.

- (1) A permanent structure with a permanent foundation is required.
- (2) The structure shall have a primarily brick/stone veneer that matches adjacent development.
- (3) No commercial kiosk of similar type shall be installed within two (2) miles of another such structure.
- (4) Site location should not provide a strong visual presence on a major thoroughfare, nor impede fire lanes or cause other traffic flow problems, subject to review and approval by Staff.
- (5) Lighting and signage shall be minimal, per existing regulations.
- (6) Concrete parking shall be available, and a bathroom agreement or other accommodation is required if manned.
- (7) Permits are required, as is property owner authorization, and installation shall abide by all applicable Building, Fire, Health, Subdivision, Engineering Design, and Zoning codes.
- (8) Structures shall be removed with a valid demolition permit by the property owner if inoperable or abandoned for more than six (6) months. Seasonal Sales are not allowed per this use.

Section 14.03.402 to 14.03.500.....Reserved.

ARTICLE III – USE REGULATIONS

PART FIVETEMPORARY LAND USES THAT REQUIRE CERTAIN CONDITIONS FOR APPROVAL.

14.03.501The following temporary land uses require specific conditions to be met prior to the issuance of a building permit. These land uses are listed as C, *Conditions Required*, in the Schedule of Uses, since they shall meet the specific regulations listed below for each use prior to being issued a building permit.

(a) **Batch Plant Regulations, Temporary.**

- (1) A “temporary batch plant” is defined as a manufacturing facility for the on-site production of concrete or asphalt that operates only during the construction of a project, and to be removed in its entirety upon project completion. Following removal, the tract shall be returned to its previous condition.
- (2) Applicants for a permit to operate a temporary concrete or asphalt batching plant shall submit a letter from The Texas Commission on Environmental Quality (TCEQ) indicating that the proposed facility is meets the State requirements.
- (3) All stockpiles shall be sprinkled with water or dust suppressant chemicals, or both, as necessary to achieve maximum control of airborne dust emissions. The stockpile sprinkler system shall be operable at all times.
- (4) The facility shall be operated in a manner which mitigates the effect of dust, noise and odor (including covering trucks, hoppers and chutes, loading and unloading devices, mixing operation, and maintaining driveways and parking areas free of dust).
- (5) The facility shall produce concrete or asphalt for the specific subdivision or project site upon which it is located, and may not produce concrete or asphalt for any other unrelated subdivision or project.
- (6) Spilled cement and fly ash used in the batch shall be cleaned up immediately and contained or dampened to minimize dust emissions due to wind erosion and vehicle traffic.
- (7) All open-bodied vehicles transporting material from a dry batch plant to the paving mixer shall be loaded with a layer of sand on top, and the truck shall be covered with a tarp to minimize the emission of dust during transport.
- (8) Temporary batch plants (including associated stationary equipment and stockpiles) shall be located at least 500 feet from any recreational area, school, or residence. This distance limitation does not apply to structures within the boundaries of the project for which the facility is to pour concrete, provided that the facility is located onsite or contiguous to the project.
- (9) The applicant shall clear the site of all equipment, material and debris upon completion of the project, and return the area as close to its original state as reasonably possible.
- (10) The facility may operate only between the hours of 7:00 a.m. to 8:30 p.m. Monday through Friday; 8:00 a.m. to 8:30 p.m. on Saturdays; and 1:00 p.m. to 8:30 p.m. on Sundays.
- (11) The permit for temporary concrete and asphalt batch plants shall contain an expiration date not to exceed 180 days, and shall not be transferable to any other construction company or individual. Further, the permit shall be limited to a specific construction project and shall not be transferable to any other construction project. However, upon written notice that the construction project remains a working facility, the Director may, at his sole discretion, extend the permit for an additional time period in which to complete the project.
- (12) The following shall be grounds for the revocation of an issued permit:
 - i. The facility fails to comply with any of the requirements as listed in this section; or
 - ii. The facility violates any of the standards as listed on the standard exemption list adopted by the Texas Natural Resources Conservation Commission as amended from time to time; or
 - iii. The facility fails to comply with any of the requirements set forth in this section.

(b) **Construction Yard or Field Office Regulations, Temporary.**

- (1) A “field office” is defined as a temporary building or structure used in connection with a development or construction project.
- (2) A “construction yard” is associated with a field office and contains equipment and/or vehicles necessary for construction.
- (3) Electrical connections shall be supplied by overhead or underground access – no open wiring lying directly on the ground shall be allowed.
- (4) Four (4) parking spaces shall be provided.

- (5) The Director shall determine whether or not the proposed location is appropriate and setbacks have been observed.
- (6) The Director shall determine whether the requested timeframe is appropriate.
 - i. Temporary permits for "temporary buildings" shall be issued for a period of time not to exceed 18 months.
 - ii. Extensions may be granted only by the Director.

(c) **Model Home Regulations, Temporary.**

- (1) A "model home" is defined as the temporary use of a new residential home to display the construction, design, exterior and interior finishes, and provide a temporary sales office for the homebuilder and/or real estate agents to sell similar homes within a subdivision.
- (2) The temporary model home shall be located on an approved plat. The plat need not be filed, but shall be filed prior to the sale of the model home to the individual owner.

(d) **Open Storage Regulations, Temporary.**

- (1) Temporary outdoor storage and display of merchandise is not permitted to exceed ninety (90) day duration, unless specifically allowed by the underlying zoning district or by the approval by the Director.
- (2) Open storage shall not be located in any required front, side, or rear setback and shall not impede vehicle or pedestrian movement on the site.
- (3) Open storage shall not be located in any parking spaces, except "big box" stores (i.e. stores greater than 50,000 square feet in size) may display garden merchandise for sale within excess parking spaces on a temporary basis. Examples of appropriate merchandise for this type of parking lot display includes, but is not limited to, mulch or garden soil bags, bedding plants, saplings, and storage sheds. Approval of any parking lot open storage or display shall require a revised site plan showing the location of the open storage or display, indicating the number of parking spaces required to ensure that the storage is located in spaces in excess of those required, the type of merchandise to be displayed or stored, and the duration of the sale. The Director shall approve or disapprove any parking lot storage or display.

(e) **Open Storage Regulations, Temporary, Under Eave Display.**

- (1) "Temporary, under eave storage and display" is defined as seasonal merchandise that may be placed outside or near the main entrance of a store and that is on sale or featured as a seasonal product, such as pumpkins, cords of wood, lawn mowers, barbeque grills, bedding plants, etc.
- (2) This definition also includes the outdoor, under eave storage of shopping carts.
- (3) This definition may also be used for the temporary use of food purveyors, such as hot dog or lemonade stands used as part of a sales promotion.
- (4) Such merchandise may be displayed or sold for the normal duration of the season, so long as the display is limited to the under eave area.
- (5) Limited to ten (10) feet from the front façade of the building) so long as pedestrian and/or vehicular traffic patterns are not impeded.
- (6) A four (4) foot wide clearance shall be provided for a walkway within the display, if needed, and
- (7) A six (6) foot wide opening shall be provided on the sidewalk leading to the entrance of the building.

(f) **Portable On-Site Storage Container Regulations, Temporary.**

- (1) A "portable on-site storage container" is defined as a self-contained, movable storage structure that is delivered to the residential site by a commercial provider (such as PODS®) for a limited duration. These may be used to store household goods, furniture, and similar items during construction or in anticipation of moving said household goods to another location.
- (2) The portable on-site storage container permit (which includes the permit number and expiration date) shall be affixed on the portable on-demand storage container to be clearly visible from the street or alley the container faces.
- (3) Maximum of two (2) portable on-site storage containers per lot.
- (4) The portable on-site storage container shall not be located so as to impede natural movement along sidewalks or rights-of-way.
- (5) Portable on-site storage containers are allowed on the subject property for no longer than seven (7)

consecutive days from time of delivery to time of removal.

- (6) A portable on-site storage container may be used at various times on a given site for a period not to exceed twenty-one (21) days in any 365-day period.
- (7) Portable on-site storage containers shall not be used for retail sales, any habitable use, or any other principal use.
- (8) Portable on-site storage containers placed shall not exceed eight and one-half (8½) feet in height, ten (10) feet in width, and twenty (20) feet in length.

(g) **Seasonal Sales Regulations.**

- (1) "Seasonal Sales" are defined as those items that are typically sold during a specific time of year. The following four (4) seasonal sales categories may operate for the durations shown below:
 - i. *Holiday items.* Temporary display and sale of cut holiday trees with incidental sales of holiday decorations and firewood for a maximum sixty (60) days;
 - ii. *Fall items.* Temporary display and sale of pumpkins with the incidental sale of fall decorations for a maximum of sixty (60) days; or
 - iii. *Winter items.* Temporary display and sale of firewood with the incidental sale of firewood accessories between October 1st and March 1st.
- (2) Other types of seasonal sales may be approved for temporary use by the Director.
- (3) A letter from the property owner, allowing the proposed use.
- (4) A tax certificate from the State showing that sales tax is being collected on site.
- (5) Only one (1) seasonal sales permit is allowed per applicant, per lot or per calendar year.
- (6) Temporary use of tents, portable buildings (maximum 200 square feet), or other existing non-conforming structures located on the subject property is allowed for temporary occupancy, but is required to meet setbacks and be reviewed and approved by the Fire Marshal prior to issuance of a seasonal sales permit.
- (7) One (1) sign is allowed and shall be reviewed and approved prior to issuance of a seasonal sales permit, per the Sign Ordinance regulations.
- (8) Any temporary fencing shall be reviewed for location and materials prior to issuance of a seasonal sales permit.
- (9) Restroom facilities for employees shall be provided either on-site (e.g. portable toilet), or off-site if within 300 feet of the subject property and accompanied with a letter of permission from the property owner.
- (10) The site shall provide safe vehicular access, off-street parking, and accommodation for the delivery of materials. Vehicular use areas shall be an all-weather surface, which can include a maintained gravel surface.
- (11) The scope of the activity cannot encumber required parking spaces of an adjacent business. However, seasonal sales shall utilize a paved parking area for display and sales.
- (12) Merchandise shall be neatly organized and not haphazardly piled. Firewood seasonal sales lasting more than sixty (60) days shall be orderly stacked and shall not be sold from a trailer, unless used for customer delivery purposes and parked to mitigate visibility.
- (13) Within ten (10) calendar days following the permit's expiration, the site shall be clear of all structures, fencing, signage, trailers, material, merchandise, and equipment associated with the seasonal sale operation.

Sections 14.03.502 to 14.03.600Reserved.

ARTICLE III – USE REGULATIONS

PART SIXNEW USES AND NONCONFORMING USES.

14.03.601.....New & Unlisted Uses. It is recognized that new types of land use will develop and forms of land use not anticipated may seek to locate in the City. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- (a) The Director shall consider any new or unlisted use and make an interpretation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by a statement of facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of product, storage and amount, and nature of noise, odor, fumes, dust, toxic material, and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.
- (b) Appeals of the Director's decision may be made to the Planning & Zoning Commission. The Commission shall approve the Director's recommendation or may make its own determination concerning the classification of such use as is determined appropriate based upon the Commission's findings.

14.03.602.....Nonconforming Uses & Structures.

- (a) **Intent.** Within the districts established by this Chapter or amendments that may later be adopted, there exist lots, structures, and uses of land and structures which were lawful before this Chapter was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Chapter or future amendments.
 - (1) It is the intent of this Chapter to permit these nonconformities to continue until they are removed, but not to encourage their survival. Such uses are declared by this Chapter to be incompatible with permitted uses in the districts in which they are located. It is further the intent of this Chapter that nonconformities shall not be enlarged upon, expanded, or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.
 - (2) A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of a structure and land shall not be extended or enlarged after passage of this Chapter by attachment on a building or premises of additional signs intended to be seen from the street or off the premises, or by the addition of other uses of a nature which would be generally prohibited in the district.
 - (3) To avoid undue hardship, nothing in this Chapter shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this Chapter and upon which actual building construction has been diligently carried on. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner; except that where demolition or removal of an existing building has been substantially begun in preparation for rebuilding, such demolition or removal shall be deemed to be actual construction, provided that work shall be diligently carried on until completion of the building involved.
- (b) **Nonconforming Lots of Record.**
 - (1) In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provisions of this Chapter, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Chapter. Such lot shall be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width standards, or both, that are generally applicable in the district, provided that yard dimensions and other requirements not involving area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variance of area, width, and yard requirements may be obtained only through action of the Board of Adjustment (see Section 14.01.202(f), *Authority to Grant Variances* for more information).
 - (2) If two or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Chapter, and if all or part of the lots do not meet the requirements for lot width and area as established by this Chapter, the lands involved shall be considered to be an undivided parcel for the purposes of this Chapter, and no portion of said parcel shall be

used which does not meet lot width and are requirements established by this Chapter, nor shall any division of the parcel be made which leaves remaining any with width or area below the requirements stated in this Chapter.

- (c) **Nonconforming Use of Land.** Where lawful use of land exists that is made no longer permissible under the terms of this Chapter, as enacted or amended, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:
- (1) No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Chapter;
 - (2) No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this Chapter;
 - (3) If any such nonconforming use of land ceases for any reason for a period of more than thirty (30) days, any subsequent use of such land shall conform to the regulations specified by this Chapter for the district in which such land is located.
- (d) **Nonconforming Use of Structures.** If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Chapter that would not be allowed in the district under the terms of this Chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
- (1) No existing structure devoted to a use not permitted by this Chapter in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it located.
 - (2) Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment for this Chapter, but no such use shall be extended to occupy any land outside such building.
 - (3) Any structure, or structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure is located, and the nonconforming use may not thereafter be resumed.
 - (4) When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for six (6) consecutive months or for eighteen (18) months during any three (3) year period, the structure thereafter shall not be used except in conformance with the regulations of the district in which it is located.
 - (5) Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land.
 - (6) Where nonconforming use status applies to a conforming structure, such use shall be immediately terminated upon transfer to another ownership or lease.
- (e) **Changing Uses & Nonconforming Rights.**
- (1) Nonconforming use to conforming use. Any nonconforming use may be changed to a conforming use, and once such change is made, the use shall not be changed back to any nonconforming use.
 - (2) Nonconforming use to another nonconforming use. A nonconforming use may not be changed to another nonconforming use.
 - (3) Conforming use in a nonconforming structure. Where a conforming use is located in a nonconforming structure, the use may be changed to another conforming use by the process outlined in 14.03.602(f). *Expansion of Nonconforming Uses & Structures*, below.
- (f) **Expansion of Nonconforming Uses & Structures.** An expansion of a nonconforming use or structure is allowed in accordance with the following.
- (1) Nonconforming use expansion in existing building. A nonconforming use located within a building may be extended throughout the existing building, provided.
 - i. No structural alteration, except as provided in Section 14.03.602(f)(5) below, may be made on or in the building except those required by law to preserve such building in a structurally sound condition.
 - ii. The number of dwelling units or rooms in a nonconforming residential use shall not be increased so as to exceed the number of dwelling units or rooms existing at the time said use became a

nonconforming use.

- (2) Nonconforming use prohibited from expansion beyond existing building. Nonconforming use within a building shall not be extended to occupy any land outside the building.
 - (3) Off-street parking. Nonconforming use of land or building shall not be enlarged, increased, or extended to occupy a greater area of land than was occupied at the time the land became a nonconforming use, except to provide additional off-street parking spaces.
 - (4) Residential lot exemption. The minimum residential lot areas for the various zoning districts shall be in accordance with their respective districts except that a lot having less area than herein required which was an official "lot of record" prior to the date of this ordinance adoption (October 8, 2019), may be used for a single family dwelling.
 - (5) Expansion of nonconforming buildings with conforming uses. Buildings or structures which do not conform to the area regulations or development standards in this ordinance but where the uses are deemed conforming shall not increase the gross floor area greater than ten percent (10%) after the date when the building became nonconforming.
 - (6) Reuse of abandoned or vacant buildings by conforming uses allowed. Buildings or structures which have been vacant or abandoned for more than six (6) months and do not meet the current area regulations or development standards shall be allowed to be re-occupied only by a conforming use or uses.
- (g) **Restoration of Nonconforming Structures.**
- (1) Total destruction. If a nonconforming structure is destroyed by fire, the elements, or other cause, it may not be rebuilt except to conform to the provisions of this Ordinance.
 - (2) Partial destruction. In the case of partial destruction of a nonconforming structure not exceeding fifty-one percent (51%) of its total appraised value as determined by the applicable County Appraisal District, reconstruction will be permitted, but the existing square footage or function of the nonconforming structure cannot be expanded.
- (h) **Movement of Nonconforming Structures.**
- (1) Relocation of a nonconforming structure within a platted lot. Nonconforming structures may be relocated within the same platted lot.
 - (2) Compliance. Nonconforming structures shall comply with all setback and screening requirements.
- (i) **Repairs & Maintenance.** On any building devoted in whole or in part to a nonconforming use, work may be done in any period of twelve (12) consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixture, wiring or plumbing, to an extent not exceeding ten percent of the current replacement value of the building, provided that the cubic content of the building as it existed at the time of passage or amendment of this Chapter shall be not increased. Nothing in this Chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.
- (j) **Uses Under Exception Provision.** Any use for which a special exception is permitted as provided in this Chapter shall be defined as a "conforming use" in such district only for the single property granted such exception.

14.03.603 to 14.03.700.....Reserved.

ARTICLE IV – SITE DEVELOPMENT STANDARDS
PART ONEARCHITECTURAL DESIGN STANDARDS.

14.04.101.....Purpose. The purpose of establishing architectural standards is to set minimum standards for the appearance and quality of buildings and corresponding site elements that are recognized as enhancing property values and are in the interest of the general welfare of the City. Given that the City of Celina is an area designated with historical, cultural, and architectural importance and significance, the following provisions apply. These standards are not intended to prohibit architectural innovation, nor are they intended to mandate specific architectural styles and concepts. Rather, they are intended to provide for developments of enduring quality that provide visual character and interest. The development community is encouraged to seek out new and innovative construction techniques and materials to implement the standards contained herein that will result in a significant contribution to the visual character of the area and the City as a whole. Any new or innovative material shall be considered on a case-by-case basis by the Director and must be equal to or exceed the current standards in terms of quality and longevity.

14.04.102.....Applicability & Administration.

- (a) The regulations provided in this section shall apply to all new construction and all structures within all zoning districts, but shall only apply to single-family residential uses when indicated. Where the regulations of this section conflict with other sections or provisions of this chapter, the more specific regulations shall apply.
- (b) Single-family tracts with existing PDs (or comparable special zoning) which include specific architectural standards may continue to apply the standards as found in the governing PD. Non-residential tracts and uses within existing PDs (or comparable special zoning) shall be governed by the standards contained herein.
- (c) When an existing building, constructed prior to the adoption of this section, is proposed for an addition or expansion that will increase the square footage of the existing building by less than fifty percent (50%), either by a single expansion or by the cumulative effect of a series of expansions, similar or like exterior materials may be used on new façades that match the existing building and architectural theme to the extent possible.
- (d) Any addition that is fifty percent (50%) or greater of the originally approved floor area shall be subject to and shall comply with the regulations herein, potentially resulting in the reconstruction of the entire exterior veneer of an existing structure. At a minimum, the front façade must comply with the regulations stated herein.
- (e) Certain structures, such as temporary construction buildings or portable classroom buildings situated on public school or non-profit property, may be exempt from compliance.
- (f) The provisions of this section shall be administered by the Director of Development Services who shall have the authority to approve any façade plan that is deemed to satisfy the minimum requirements of this section, alternate façade plans deemed to meet the intent of the section, including any minor deviations or waivers, and to make necessary interpretations regarding any subjectivity or frustration of purpose contained herein.
- (g) All exterior façades shall be perpetually maintained and repaired in a safe, reasonably sound, and attractive manner by the owner in a manner that protects against the elements, is structurally safe, and corrects any visual deficiencies or other problems.
- (h) The City Council may grant a Specific Use Permit (SUP), establish a planned development (PD) district or enter into a development agreement or other economic incentive agreement, which may amend or revise the regulations herein for a certain project or area of the City.
- (i) Due to the unique service nature of government owned and occupied facilities, in addition to the development costs being a public burden, such facilities may meet the spirit and intent of the regulations contained herein to the extent possible, and are not expected to strictly comply.
- (j) The City Council may, from time to time, amend, supplement, or change the boundaries of a district or the regulations herein established as provided by State Law or establish special zoning districts or overlay districts that may have substantially different exterior material requirements.

14.04.103.....Submittal of Façade Design.

- (a) **Submittal information.** Sufficient information shall be submitted to evaluate the architectural standards criteria outlined herein as part of the site plan submittal.

- (b) **Elevations.** Applications that includes a site plan shall include the following:
- (1) Color renderings of all façades of each building.
 - (2) Proposed exterior materials with a percentage breakdown of each material used, exclusive of windows and doors.
 - (3) A calculation chart or graphic exhibit demonstrating compliance with the articulation standards.
 - (4) A listing of the selected auxiliary design standards, described herein, to illustrate compliance.
 - (5) If a landmark feature is required of the building, please note the feature proposed for credit.
 - (6) The Director may require sample boards.
- (c) **Streetscape Elements.** For any proposed streetscape elements (such as bike racks, trash receptacles, lampposts, tree grates, bollards, outdoor seating, etc.) or screening devices (masonry walls screening dumpsters, mechanical equipment, etc.), graphics shall also be submitted showing the material, color, height, and any other pertinent details of the elements proposed.

14.04.104.....Definitions.

Architectural concrete masonry units (CMU) includes highly textured finish, such as split faced, indented, hammered, fluted, ribbed, burnished, or similar decorative finish; coloration shall be integral to the masonry material and shall not be painted on; minimum thickness of one inch when applied as a veneer; and shall include light weight and featherweight decorative masonry units.

Big Box shall mean a building, usually with a single tenant, which comprises more than 50,000 square feet.

Brick includes severe weather rated kiln-fired clay or slate material, can include concrete brick if it is to the same ASTM C216 or C652 standard and severe weather rated as typical fired clay brick; minimum thickness of one inch when applied as a veneer, and shall not include underfired clay, sand, or shale.

Director shall mean the Director of Development Services, or his designee.

EIFS means exterior insulation and finish systems.

Engineered wood shall mean a wood-based product that has been treated to be stronger and more weather/wear resistant than natural wood.

Facades:

Front façade shall mean the exterior walls of any enclosed space that are parallel or roughly parallel to the street.

Rear façade shall mean the exterior walls of any enclosed space that are parallel or roughly parallel to the rear property line.

Primary façade shall mean the exterior walls of any enclosed space that face directly on a public street of any size, back to a public street that is designated as a collector or larger, along any active storefront regardless of orientation, or may be so defined at the discretion of the Director.

Secondary façade shall mean the exterior walls of any enclosed space that do not directly face a public street or back to a public street that is designated as a collector or larger (i.e. any wall other than a primary façade).

Masonry materials shall mean and include that form of construction defined below and composed of brick, stone, granite, marble, stucco (three-step hard coat), decorative concrete masonry unit, tilt wall concrete panels, sealed and painted concrete block, and exterior insulation finish systems (EIFS), and rock or other materials of equal characteristics laid up unit upon unit set and bonded to one another in mortar.

Non-residential building shall mean those buildings utilized for use other than single-family, duplex, and townhome dwelling, to specifically include commercial, retail, medical, office, and multi-family structures and associated accessory structures.

Residential buildings shall mean those buildings utilized for a single-family, duplex, and townhome dwellings.

Stone includes naturally occurring granite, marble, limestone, slate, river rock, and other similar hard and durable all-weather stone that is customarily used in exterior building construction; may also include cast or manufactured stone product, provided that such product yields a highly textured stone-like appearance, its coloration is integral to the masonry material and shall not be painted on, and it is demonstrated to be highly durable and maintenance free; natural or manmade stone shall have a minimum thickness of one inch when applied as a veneer.

Shake shingles mean a non-combustible, fire-rated product that is used as a decorative element on residences.

Stucco means the 3-step stucco process that is applied in three separate layers: 3/8-inch thick scratch coat, 3/8-inch thick brown coat, and approximate 1/8-inch thick finish coat. The approximately 7/8-inch three-coat system is applied over an approved weather-resistive barrier and metal lath either by hand using a trowel or by machine application. Any stucco product that does not meet the stated requirements is not allowed.

14.04.105.....Exterior Materials by Category.

- (a) **Category A** materials are defined as the superior masonry products from which the City prefers buildings to be predominantly constructed. Unless otherwise provided for in this Chapter, acceptable Category A masonry finishing materials are kiln-fired brick, natural stone, and manufactured stone.
- (b) **Category B** materials are the secondary products that the City recognizes as materials acceptable for use, products that should not be the predominant material for a building and are considered as somewhat less desirable than those materials listed in Category A. Unless otherwise provided for in this Chapter, acceptable Category B masonry finishing materials include three-step stucco, architectural concrete block with integrated color (i.e. split-face CMU), concrete tilt wall (colored or stamped), treated engineered wood, and cementitious fiberboard with integrated color (in the form of lap siding or board & batten).
- (c) **Category C** materials are accent products acceptable in limited application for architectural accents and for walls on upper stories of multi-story buildings. Unless otherwise provided for in this Chapter, acceptable Category C materials include metal, tile, glass block, exterior insulation and finish systems (EIFS), and natural wood products.
- (d) Prohibited exterior surface materials include cinder block, vinyl, plastic, and aggregate pea-gravel finished surfaces.

14.04.106.....Exterior Colors

- (a) **Building Color.**
 - (1) The dominant color of all buildings shall be muted shades of color that are subtle, neutral, or earth tone. Black and stark white shall not be used except as accent colors or as found within brick and stone. The color of secondary facades shall match or compliment the primary facade.
 - (2) There are no restrictions on accent colors that comprise less than one percent (1%) of the building face, except that no high intensity colors, neon colors, or fluorescent colors shall be used.
 - (3) Bright, reflective, pure tone primary or secondary colors are permissible only in limited application as accent colors on canopies and awnings, or other such features. Proportions should be consistent with trim or accentuation only. Such building trim and accent areas shall not exceed five percent (5%) of any single exterior wall area. Specifically excluded are door and window frames, moldings, cornices, and other such features. This provision shall not be construed as a license to employ corporate imaging or branding on the primary building facade.
 - (4) The use of tube lighting, string lights, or other similar materials shall not be installed on non-residential buildings, as described in Article 14.04, PART FIVE, *Lighting Standards*.
 - (5) No more than one (1) color shall be used for visible roof surfaces; however, if more than one type of roofing material is used, the materials shall be varying hues of the same color or complimentary in nature. Awnings and canopies may incorporate brighter color and branding; however, the primary roof shall not be a bold color.
- (b) **Repairs & Alterations.** All repair and alterations of exterior façades, including re-painting or rebranding, of non-residential buildings are required to obtain a permit from the City and comply with all applicable color regulations contained herein.

14.04.107.....Design Standards for Residential Structures.

- (a) **Design Standards for Residential Development.** All new residences within the City of Celina shall conform to the following design standards:
 - (1) **Category A Materials for Single-Family Detached and Single-Family Attached Development.** Residential structures shall be constructed of a minimum of eighty percent (80%) masonry, defined for single-family

- structures as brick, stone, or manufactured stone.
- (2) Category B Materials for Single-Family Detached and Single-Family Attached Development. The remainder may include one or more of the following: three-step stucco, treated engineered wood, and shake shingles. Any of these materials may be used singly or in combination, not to exceed a total of twenty percent (20%). Other materials of equal or similar characteristics may be allowed at the discretion of the Director. On lots greater than one-half (½) acre in size, cedar or redwood planking may be allowed at the discretion of the Director.
 - (3) Category C Materials for Single-Family Detached and Single-Family Attached Development. Cementitious fiberboard or natural wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural accent features, as approved by the Director.
 - (4) Minimum Masonry on Front Façade. Notwithstanding the above overall percentages required for Single-Family Detached and Single-Family Attached Development, the front façade shall be a minimum of eighty percent (80%) masonry.

ARTICLE IV, TABLE 1		
REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR SINGLE-FAMILY, BOTH ATTACHED & DETACHED		
<i>Facades</i>	<i>Percentage Breakdown</i>	<i>Definition</i>
All facades when considered together	Minimum 80% Category A Maximum 20% Category B	All walls, when counted together, whether visible from the street or not, shall add up to the 85/15 rule.
	Category C	May only used for minor architectural features (see 3, above)
Front Facade	Minimum 80% Category A	
Decorative Features ¹	Up to 5%	

Note 1. Treated engineered wood or EIFS may be used for trim or soffit construction – the percentage of treated engineered wood or EIFS must be subtracted from the percentage of other category materials so that the total percentage of any given façade remains as shown above.

- (5) Placement of exterior materials. Notwithstanding the minimum and maximum percentages of building materials allowed on residential homes (shown above), any break from one material to another shall follow the natural lines and design features of the architectural plan. A change from one material to another cannot be arbitrarily assigned without consideration of the specific façade for which it is designed. The Director of Development Services shall have final approval of any residential elevation submitted for construction.
- (6) Alternate stucco architecture. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, Southwest, or Modern, then the use of stucco as the primary or exclusive material may be approved by the Director in lieu of other exterior material standards. All elements of the architectural style must be incorporated, including but not limited to clay roof tiles, typical of the style. Residences with primarily stucco finishes shall be accented with heavy wood beams, stonework, or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered. Only three-step stucco (or its equivalent) is allowed.
- (7) Elevation repetition. Any house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on two (2) lots in either direction on the same side of the street. A wide variety of elevations is desired as it strengthens the character of the subdivision and reduces monotony of design. When stucco homes are the predominant exterior material used on a particular street, variations of color and design are required to minimize visual monotony.
- (8) Elevation masonry mix & pattern. Front elevations shall use more than one type of masonry product in a variety of patterns to vary the architectural appeal of the streetscape. Regardless of the minimum Category A masonry requirements, every front façade shall be a mixture of materials and colors.
- (9) Front facades & front-facing garage placement – one-story homes. The face of garage doors shall not extend beyond the front façade of any residential structure unless one or both of the following conditions apply;

and in that case, the face of the garage door may extend up to a maximum of eight (8) feet beyond the front façade:

- i. A front porch extending a minimum of fifty percent (50%) of the front façade is provided; or
 - ii. A bay window is provided on the longest wall face of the front façade.
- (10) Front facades & front-facing garage placement – two story homes. The face of garage doors may extend beyond the front façade of any residential structure up to a maximum of eight (8) feet beyond the front façade. Any additional garages to be provided must be placed with side (J-swing) or rear access.
 - (11) Front facades & J-swing garage placement. When the doors of garages are designed to be perpendicular to the street access (i.e. J-swing garages), the garage may extend into the front setback of the residential structure, as per the Director.
 - (12) Front entry doors. Front entry doors shall consist of a hardwood, treated engineered wood, or other highly durable products, including products that have a wood appearance and are approved by the Director.
 - (13) Garage doors. Front entry doors shall consist of lightweight but durable materials, such as painted metal, and include materials that have a wood appearance and are approved by the Director. Garage doors windows are permitted.
 - (14) Roof pitch. Minimum roof pitch of residential structures is 6:12.
 - (15) Roof materials. All roof materials shall meet the minimum standards as listed in the adopted International Building Code, which includes the use of solid solar shingles and panels.
 - (16) Screening of utility units. HVAC units shall be screened from view from streets with shrubs or a stained wood fence.
 - (17) Mailboxes on individual lots. The subdivision will determine whether individual mailboxes shall be brick or stone to match the residence or decorative metal containers on posts. Where practical, the mailboxes should be paired for ease of delivery.
 - (18) Mailboxes that are clustered. When mailboxes are clustered in single-family or two-family residential districts, the exterior of the clustered mailboxes shall be decorative metal on a matching support poles and shall be maintained by the Homeowners Association (HOA).
 - (19) Driveways. All driveways shall be concrete and have a minimum width of ten (10) feet and may match the width at the garage door at the property line.

(b) **Architectural Features.** All residential structures must include at least four (4) of the following design features on the front façade or visible from the front or side street:

- (1) Garage doors not facing the street (J-swing garage style);
- (2) Carriage style garage doors with decorative hardware;
- (3) Decorative brick patterning;
- (4) Architectural pillars or posts;
- (5) Bay window facing street;
- (6) Brick or stone chimney on exterior wall;
- (7) Stone accents;
- (8) Covered front porches (minimum of sixty (60) square feet covered by main roof or an architectural extension);
- (9) Cupulas or turrets;
- (10) Dormers or gables;
- (11) Roof accent upgrades (e.g. metal, tile, slate, solar tiles);
- (12) Recessed entries a minimum of three (3) feet deeper than main front façade;
- (13) Greater than 8:12 primary roof pitch, or variable roof pitches;
- (14) Transom windows;
- (15) Shutters;
- (16) Masonry arches;
- (17) Mixed masonry patterns;
- (18) Coach lights at entrances;
- (19) Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail);

- (20) Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the City Building Official).

14.04.108.....Design Standards for Multi-Family Structures.

(a) Exterior Materials for Multi-Family Construction.

ARTICLE IV, TABLE 2A EXTERIOR MATERIALS FOR MULTI-FAMILY	
<i>Categories</i>	<i>Materials</i>
A	Brick, Stone, or Manufactured Stone
B	Split-Face CMU, Stucco, Cementitious Fiber Board, Treated Engineered Wood ¹
C	Metal, Natural Wood, Tile, Glass, EIFS
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Tilt Wall ²

ARTICLE IV, TABLE 2B REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR MULTI-FAMILY		
<i>Facades</i>	<i>Percentage Breakdown</i>	<i>Definition</i>
Primary	80% Category A 20% Category B* 0% Category C*	Exterior walls of buildings which face a street or parking area
Secondary	50% Category A 50% Category B* 0% Category C*	Exterior walls of buildings which are NOT clearly visible from a public street, such as an interior courtyard

Note 1. Treated engineered wood or EIFS may be used for trim or soffit construction – the percentage of treated engineered wood or EIFS must be subtracted from the percentage of other category materials so that the total percentage of any given façade remains as stated above.

Note 2. Tilt wall is prohibited as an exterior material for multi-family structures.

(b) Design Standards for Multi-Family Construction.

- (1) Primary facades. Exterior facades that face a public street, parking lot, or fire lane shall be constructed of eighty percent (80%) masonry Category A products.
- (2) Secondary facades. Facades that do not face a public street or parking lot (such as an interior courtyard) shall be constructed of a minimum of fifty percent (50%) masonry Category A products with the remainder being one or more Category B materials.
- (3) Two masonry materials required. At least two (2) masonry materials shall be used on all exterior facades.
- (4) Uniform architectural style. All buildings within a common development, as shown on a development plan, conceptual plan, or site plan, shall have similar architectural styles, materials, colors and detailing; however, sufficient variations should be incorporated to discourage exact duplicate buildings.
- (5) Facades adjacent to streets. Facades shall generally be built parallel to the street frontage.
- (6) Facades adjacent to single-family. Facades shall generally be built perpendicular when adjacent to single-family districts unless set back a minimum of 100 feet from single-family property lines.
- (7) Accessory building materials. Amenity centers, covered garages, and other accessory buildings shall meet the exterior material requirements of the primary facades. Carports shall meet the exterior material requirements of the primary facades with the exception of the support poles, which may be constructed of painted metal.
- (8) Amenities & hardscape. All streetscape elements and site amenities, such as bike racks, trash receptacles, lampposts, and tree grates shall be metal, rust and flake/chip resistant, and generally be black in color. Bollards may be concrete or cast metal and shall be of decorative design.
- (9) Roof design. Roofs shall be peaked with either hip, gable or mansard design with a minimum one-to-four (1:4) pitch, or a parapet wall or false mansard design with a minimum one-to-two (1:2) pitch is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street.

(10) Roof materials. Any accessory structure (such as a garage, carport, or amenity center) within a multi-family development shall have a decorative metal roof or a parapet wall to shield roof-mounted equipment.

(c) **Architectural Features**. All multi-family primary buildings shall be designed to incorporate no less than four (4) of the architectural features from the list below.

- (1) Canopies, awnings, porticos with colonnade or arcades.
- (2) Raised pilaster cornices (end columns at corners), or quoined corners (any of various bricks of standard shape for forming corners of brick walls or a wedge-shaped piece of wood, stone, or other material, used for various ornamental purposes at corners).
- (3) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.).
- (4) Accented windows and doors framed with smooth cobblestone, cast stone, limestone, or other decorative masonry headers and sills, or dormer windows.
- (5) Outdoor patios and/or courtyards (landscaped and furnished) integrated into a site's layout that creates a sense of place for informal and experiential gathering.
- (6) Decorative and repetitive ornamentation (non-signage) integrated into the building facade, such as corbels, medallions, functioning clocks, niches, wrought iron, balconettes, gargoyles, or rhythm patterned brickwork.
- (7) Other similar architectural features, as approved by the Director.

14.04.109.....General Design Standards for Non-Residential Structures (includes office, retail, commercial, mixed use, etc. but not industrial uses)

(a) **Exterior Standards for Non-Residential Structures**.

- (1) Two masonry materials required. At least two (2) masonry materials shall be used on all exterior facades. See Tables 3A, 3B, 3C, 4A, and 4B for masonry requirements.
- (2) Windows. Windows and glazing shall be limited to a minimum of ten percent (10%) and maximum of seventy percent (70%) of each building elevation facing a street, major access drive, or side yard greater than ten (10) feet. Faux windows (i.e. non-transparent architectural features meant to appear as a window opening) are allowed along secondary facades, and big boxes may utilize other rhythmic material options to achieve the window appearance.
- (3) Roof designs & materials. For buildings with a visible hip, gable, or mansard roof, allowed materials include metal (standing seam), slate or tile (clay or cement, barrel, or Roman-shaped).
- (4) Prohibited materials. Prohibited exterior surface materials include cinder block, vinyl, plastic, and aggregate pea-gravel finished surfaces.
- (5) Murals. Murals, if used, cannot display or connote a commercial message without abiding by the Sign regulations, as found within the Code of Ordinances.
- (6) Roof design. Roofs shall be peaked with either hip, gable, or mansard design with a minimum one-to-four (1:4) pitch, or a parapet wall or false mansard design with a minimum one-to-two (1:2) pitch is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street or along an active storefront.

(b) **Landmark Buildings**.

- (1) Buildings that are located at the end of a terminating street or major access lane or at the intersection of streets and/or major access lane shall be considered a landmark building.
- (2) Such buildings shall be designed with landmark features that take advantage of that location, such as an accentuated entry and a unique building articulation that is offset from the front wall planes and extends above the main building eave or parapet line.
- (3) Landmark features shall be in proportion to the building, subject to review and approval by the Director.

(c) **Architectural Features for Non-Residential Structures**. All non-residential structures shall be designed to incorporate no less than four (4) of the architectural features from the list below. Buildings over 50,000 square feet must include a minimum of five (5) of the referenced architectural features.

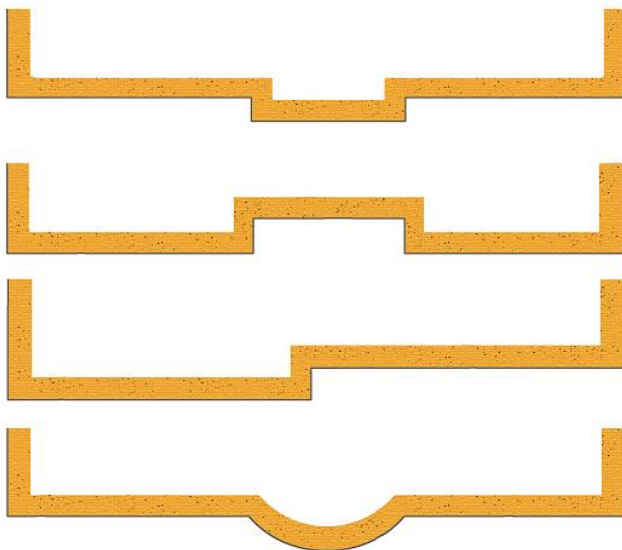
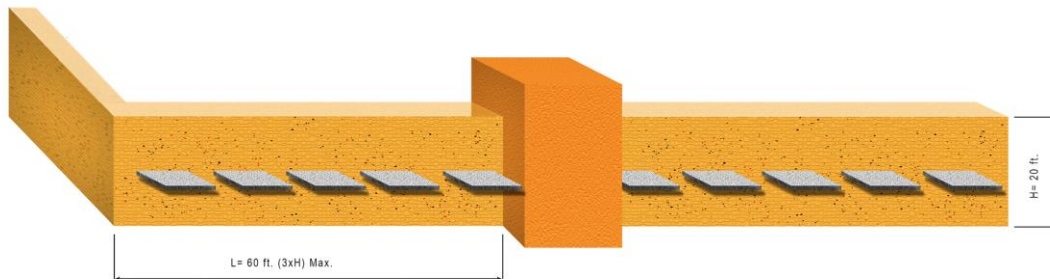
- (1) Canopies, awnings, porticos with colonnade or arcades.
- (2) Raised pilaster cornices (end columns at corners), or quoined corners (any of various bricks of standard shape for

forming corners of brick walls or a wedge-shaped piece of wood, stone, or other material, used for various ornamental purposes at corners).

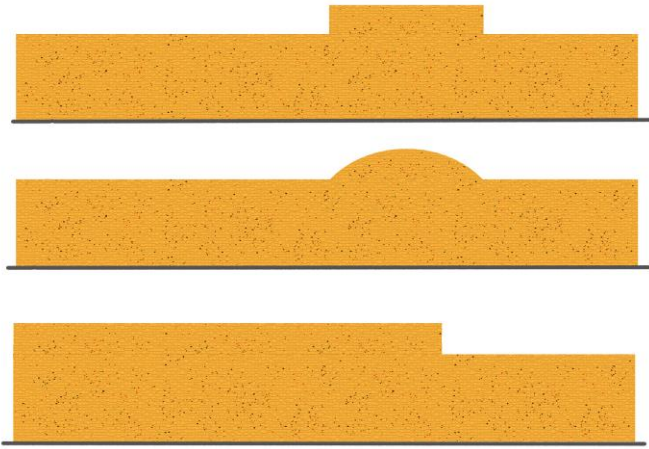
- (3) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.).
- (4) Accented windows and doors framed with smooth cobble, cast stone, limestone or other decorative masonry headers and sills, or dormer windows.
- (5) Outdoor patios and/or courtyards (landscaped and furnished) integrated into a site's layout that creates a sense of place for informal and experiential gathering.
- (6) Decorative and repetitive ornamentation (non-signage) integrated into the building facade, such as corbels, medallions, functioning clocks, niches, wrought iron, balconettes, gargoyles, or horizontal and rhythm patterned brickwork.
- (7) Other similar architectural features, as approved by the Director.

(d) **Building Articulation Standards for Non-Residential Structures.** Primary facades clearly visible from a public street or along an active storefront shall meet the following minimum standards for articulation:

- (1) **Horizontal articulation.** No building wall shall extend for a distance equal to three times the wall's height without providing an offset equal to fifteen percent (15%) of the wall's height, and that new plane shall extend for a distance equal to at least twenty-five percent (25%) of the maximum length of the first plane.
- (2) **Vertical articulation.** No wall length shall extend for a distance greater than three times the height of the wall without changing height by a minimum of fifteen percent (15%) of the wall's height, and that new plane shall extend for a distance equal to at least twenty-five percent (25%) of the maximum length of the first plane. Pitched roofs shall count toward achieving vertical articulation, provided they are 65 degrees or less from horizontal.



Examples of horizontal articulation



Examples of vertical articulation

14.04.110.....Specific Design Standards for Non-Residential Structures Related to Height of Buildings.

(a) **Specific Design Standards for Non-Residential Structures up to Three (3) Stories in Height.**

- (1) Walls, excluding windows, doors and other openings, shall be constructed of a minimum seventy percent (70%) Category A materials and a maximum of thirty percent (30%) Category B materials. However, accent materials from Category C may be allowed in limited application for architectural accents or features.
- (2) A “big box” store or shopping center may use split-face CMU (architectural block) for up to twenty percent (20%) of the primary facade, in addition to the thirty percent (30%) of other Category B materials for a total of fifty percent (50%) Category B materials.
- (3) All exterior walls of buildings less than 15,000 square feet are considered primary facades, regardless of orientation.
- (4) A “primary façade” shall be as described in the definitions or as otherwise determined by the Director.

ARTICLE IV, TABLE 3A		
EXTERIOR MATERIALS FOR NON-RESIDENTIAL BUILDINGS		
Categories	Materials	
A	Brick, Stone, or Manufactured Stone	
B	Split-Face CMU, Stucco, Cementitious Fiber Board, Quick Brick, Tilt Wall, Treated Engineered Wood	
C	Metal, Natural Wood, Tile, Glass, EIFS	
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic	
ARTICLE IV, TABLE 3B		
REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR NON-RESIDENTIAL BUILDINGS		
THREE (3) OR FEWER STORIES		
Facades	Minimum Percentage	Definition
Primary	Minimum 20% stone Remainder Category A for a total of 70% Category A Maximum 30% Category B	Exterior walls of buildings which are clearly visible from a public street or along an active storefront, or as determined by the Director
Secondary	Minimum 30% Category A Remainder Category B	Exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront
ARTICLE VI, TABLE 3C		
FACADES (BIG BOX)		
Primary	Minimum 50% Category A Remainder Split Faced CMU and other Category B	Exterior walls of buildings which are clearly visible from a public street or along an active storefront

Secondary	Minimum 20% Category A Remainder Category B	Exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront
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- (5) Façades shall generally be built parallel to the street frontage, except at street intersections, where a façade containing a primary building entrance should be curved or angled toward an intersection.
- (6) All buildings within a common development, as shown on a development plan, concept plan, or site plan, shall have similar architectural styles, materials, colors, and detailing.
- (7) All structures shall be architecturally finished on all sides that can be seen from a public right-of-way with similar styles, materials, colors, and detail.
- (8) At least two masonry materials shall be used on all exterior façades. Except for stone, no single material shall exceed seventy percent (70%) of any given facade.
- (9) All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle, and top, separated by horizontal elements, as illustrated below.



Examples of Tri-Partite Construction

- (10) For buildings with a visible hip, gable, or mansard roof, allowed materials include metal (standing seam), slate, or tile (clay or cement, barrel, or Roman-shaped).
- (11) Roofs shall be peaked with either hip, gable, or mansard design with a minimum 1:4 pitch, or a parapet wall or false mansard design (minimum 1:2 pitch) is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street. At all times roof-mounted mechanical equipment shall be screened from view.
- (12) Windows and glazing shall be limited to a minimum of ten percent (10%) and maximum of seventy percent (70%) of each building elevation. Faux windows or elements that create a comparable visual, such as decorative brickwork, insets of varying materials/colors, or other similar features are allowed, subject to discretionary review and approval by the Director. All windows shall have a maximum exterior visible reflectivity of ten percent (10%).
- (13) Columns shall be encased in Category A masonry material used elsewhere on the primary building.
- (14) All streetscape elements and site amenities, such as bike racks, trash receptacles, lampposts, benches, bollards, patio furniture, and tree grates, shall be metal, rust and flake/chip resistant, and generally be black in color. Minor deviations in color and design that maintain the spirit and intent of the section are allowed with Director approval. Bollards can be concrete or cast metal and shall be of decorative design with no bold colors or sleeves.

(b) **Specific Design Standards for Commercial Structures Four (4) Stories in Height or Taller.**

- (1) Façades shall generally be built parallel to the street frontage, except at street intersections, where a façade containing a primary building entrance should be curved or angled toward the intersection.
- (2) All buildings within a common development, as shown on a development plan, concept plan, or site plan, shall have similar architectural styles, materials, colors, and detailing.
- (3) All structures shall be architecturally finished on all sides that can be seen from a public right-of-way with

similar styles, materials, colors, and detailing.

- (4) Masonry requirement. Every elevation of each building shall be finished with masonry as specified below. Acceptable masonry finishing materials are brick, stone and/or synthetic stone materials including, but not necessarily limited to, slate, flagstone, granite, limestone, glass, and marble. See Table 4, below.

ARTICLE IV, TABLE 4A	
EXTERIOR MATERIALS CATEGORIES FOR HIGH RISE BUILDINGS (4 OR MORE STORIES)	
<i>Categories</i>	<i>Materials</i>
A	Brick, Stone, Manufactured Stone, Glass Wall System
B	Split-Face CMU, Stucco, Cementitious Fiber Board, Treated Engineered Wood, Tilt Wall Construction
C	Metal, Natural Wood, Tile, Glass Blocks, EIFS
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic
ARTICLE IV, TABLE 4B	
MINIMUM EXTERIOR PERCENTAGES FOR HIGH RISE BUILDINGS (4 OR MORE STORIES)	
Floors 1-3	Minimum 70% Category A Maximum 20% Category B Remainder Category C
Floors 4-6	Minimum 20% Category A Minimum 70% Category B Remainder Category C
Floors 7 and above	0% Category A required (but may be used) Maximum 100% Category B or C

- i. Metal or wood (other than treated engineered wood) exterior construction is allowed only as an accent material to enhance the overall architectural design.
 - ii. The Director may approve deviations from a strict interpretation of the exterior standards to accommodate specific "signature design aesthetic."
 - iii. No single building material shall be used for more than eighty-five percent (85%) of any façade unless approved by writing by the Director.
 - iv. Windows shall not be glazed or reglazed with mirrored or reflective glass.
- (5) All commercial buildings shall be architecturally finished with similar exterior materials on all four sides with a higher level of finish and articulation on the primary facade (at the primary entrance or front door).
- (6) The entrance or entrances on all buildings shall be articulated and defined with strong architectural features.
- (7) Ground floor facades facing major thoroughfares and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than sixty percent (60%) of the facade.
- (8) Any loading and service areas shall be located at the side or rear of buildings. Horizontal articulation described above is not required on the façade of buildings containing a loading dock and/or service area, provided that such area is located in such a manner as to not be readily visible from any major thoroughfare or any intersecting roadway.

14.04.111.....Specific Design Standards for Industrial Structures.

- (a) **Design Standards for Industrial Structures.** The following design standards apply to structures constructed in an industrial zoning district and proposing an industrial and/or manufacturing use, per the use chart of the zoning ordinance:
- (1) The main entry or office area of the building shall be articulated both horizontally and vertically by at least five (5) feet or ten percent (10%) of the adjacent wall height, whichever is greater. Building corners shall also be articulated, as approved by the Director.
 - (2) Primary exterior facades, which are clearly visible from a public street, shall be constructed with a minimum ten percent (10%) Category A materials and up to ninety percent (90%) Category B materials, exclusive of windows and doors. Category C materials may be used for accents. The Category A materials noted above

shall be applied to corners, entries, and other areas in order to mitigate monotony and increase the aesthetic value. A minimum of two (2) different materials shall be used.

- (3) Secondary exterior facades NOT facing a public street may be constructed with up to 100% Category B materials.

ARTICLE IV, TABLE 5A EXTERIOR MATERIALS FOR INDUSTRIAL BUILDINGS		
Categories	Materials	
A	Brick, Stone, or Manufactured Stone	
B	Split-Face CMU, Stucco, Cementitious Fiber Board, Quick Brick, Tilt Wall, Treated Engineered Wood	
C	Metal, Natural Wood, Tile, Glass, EIFS	
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic	
ARTICLE IV, TABLE 5B REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR INDUSTRIAL BUILDINGS		
Facades	Minimum Percentage	Definition
Primary	Minimum 10% Category A Remainder Category B Category C may be used as accents up to 5%	Exterior walls of buildings which are clearly visible from a public street
Secondary	Up to 100% Category B	Exterior walls NOT clearly visible from a public street or along an active storefront

- (b) **Architectural Features for Industrial Structures.** All industrial buildings shall incorporate two (2) of the additional architectural features listed below:

- (1) Canopies (not drive-through canopies), awnings, valances or porticos;
- (2) Overhangs (5 feet minimum);
- (3) Recesses or projections (3 feet minimum);
- (4) Architectural arcades;
- (5) Peaked roof forms;
- (6) Arches;
- (7) Outdoor patios;
- (8) Recessed or “popped-out” display windows (2 feet minimum);
- (9) Visible and noticeable architectural details, such as tile work or moldings, integrated into building facade;
- (10) Integrated planters or wing walls that incorporate landscape and sitting areas; or
- (11) Other architectural features with similar visual impact.

14.04.112.....Specific Design Standards for Fueling Stations & Canopies.

- (a) **Gas Pumps & Fueling Stations.**

- (1) Materials for the main building shall follow the regulations for Non-Residential Structures (Section 14.04.109, *General Design Standards for Non-Residential Structures*).
- (2) Canopies shall not exceed twenty (20) feet in total height, measured from the pavement to the top of the canopy.
- (3) The roofs of convenience store buildings and fueling station canopies shall be pitched, include a parapet to shield roof-mounted equipment, or otherwise distinguished, subject to approval by the Director.
- (4) Canopies and their supporting structures should be architecturally integrated with the primary building and all other accessory structures on the site by using the same or complementary materials, design motif, and colors.
- (5) Canopy support columns shall be fully encased with Type A masonry products and shall not include any non-structural additions to the columns.

- (6) Canopy band faces shall be a color consistent with the main structure or an accent color. The canopy band face shall be flat with no projections, shall not be of plastic materials, shall be generally a metal or masonry based material, not be greater than four (4) feet in height, and may not be backlit or used as signage; except as follows:
 - i. The canopy band face may utilize one (1) small button logo on each face that can be internally illuminated, as long as each button logo does not exceed fifteen (15) square feet for bands three (3) feet in height and twenty (20) square feet for bands four (4) feet in height, is generally as tall as it is wide, and does not protrude more than eighteen (18) inches from the canopy in any direction.
 - ii. The canopy band face may utilize an external LED halo type light, if properly shielded/recessed and oriented downward so that only the “wash” is visible.
 - iii. The canopy band face may utilize internally illuminated rings, as long as the source is LED, it is flush with the band face and only protrudes nominally (up to a maximum of six (6) inches), and the size of the ring does not exceed more than twenty-five percent (25%) for single rings and fifty (50%) for multiple rings of the thickness of the canopy band face.
- (7) Lighting fixtures (LED only) or sources of light that are a part of the underside of the canopy should be recessed into the underside of the canopy.
- (8) The materials and color used on the underside of the canopy should not be highly reflective, with the intent of minimizing the amount and intensity of light, which reaches beyond the site boundaries.
- (9) Materials and colors used on both structural and architectural surfaces shall be subdued, earth-tone colors, with the intent of promoting a harmonious appearance of the structures and the natural surroundings, as well as with appearance themes or guidelines of surrounding development. Brick, stone and other high-quality masonry type elements are required as a major component of the exterior of all structures.
- (10) Bright accent colors, intended to express corporate or business logos, may be used only on a limited basis. These accent color areas should not be internally illuminated, except as allowed by the City’s sign regulations.
- (11) Exhaust valves for underground fuel storage tanks shall be designed to be located against a building, dumpster screening wall, or other structure to mitigate their visual impact and should be an earth-tone color. If impractical, the exhaust valves may be located in an interior landscape area, if properly screened, but should not be located in the exterior landscape buffer adjacent to the public right-of-way.
- (12) Screening of fueling stations shall follow Section 14.04.207, *Commercial Landscaping Requirements*. However, use of berms to further screen the pump area is encouraged.

14.04.113 to 14.04.200.....Reserved.

ARTICLE IV – SITE DEVELOPMENT STANDARDS
PART TWO - LANDSCAPING & TREE PRESERVATION

14.04.201.....Landscaping General Administration.

- (a) **Purpose & Intent.** It is the purpose of this section to establish certain regulations pertaining to landscaping within the City of Celina. The City recognizes that landscaping can be a significant expense to businesses and residents. At the same time, landscaping improves the livability of residential neighborhoods, enhances the appearance and customer attraction of commercial areas, increases property values, improves the compatibility of adjacent uses, screens undesirable views, and reduces air and noise pollution. Furthermore, these regulations provide standards and criteria for new landscaping which are intended to promote the value of property, enhance the welfare, and improve the physical appearance of the City.
- (b) **Applicability.**
- (1) The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new development and existing developments that are expanding or redeveloping thirty percent (30%) or more of the building footprint. In addition, any project authorized as a planned development (PD) must comply with the landscaping standards set forth in the PD, which should equal or exceed those listed in this Article. In unique situations, the Director shall have the ability to review and modify the applicability of these standards to proposed development if site conditions limit or prohibit the practical application of the standards.
 - (2) The official Tree Board for the City of Celina shall be the Planning & Zoning Commission.
- (c) **Enforcement.** The provision of this section shall be administered and enforced by the Director. If, at any time after the issuance of a CO, the approved landscaping is found to be in nonconformance to the standards of the approved landscape plan, the Director shall issue notice to the owner, citing the violation and describing what action is required to comply with this section. The owner, tenant, or agent shall have thirty (30) days from the date of said notice to restore the landscaping to that shown on the approved plan. If the landscaping is not restored within the allotted time, the owner, tenant, or agent responsible shall be in violation of the ordinance from which this article derives and is subject to fines and the loss of the CO.
- (d) **Permits.**
- (1) Prior to the issuance of any development permit for any use other than single-family dwellings, a landscape plan shall be submitted to the Development Services Department and approved by the Director or his designee.
 - (2) Prior to the issuance of a Certificate of Occupancy (CO) for any building or structure, all screening and landscaping shall be in place in accordance with the landscape plan required by this Article.
 - (3) In any case in which a CO is sought at a time in which the Director determines that it would not be practical to plant trees, shrubs, grass, or to lay turf, a CO may be issued notwithstanding the fact that the landscaping required by the landscape plan has not been installed provided the applicant deposits cash in an escrow account in the amount of the estimated cost of landscaping materials and installation that complies with this article. Such escrow deposit shall be conditioned upon the installation of all required landscaping within three (3) months of the date of the application and shall give the City the right to draw upon the escrow deposit to complete the said landscaping if the applicant fails to do so.
 - (4) If a CO is sought during the summer months (June, July, and August, or during a Stage 3 or Stage 4 drought situation, as determined at the sole discretion of the City, and the Director determines it would be impractical to plant trees, shrubs, or grass, or to lay turf, a temporary certificate of occupancy may be issued. All landscaping required by the landscape plan shall be installed within 120 days of the latter of the date of issuance of the temporary certificate of occupancy or the lifting of the drought restrictions. Failure to timely complete the installation and obtain the final acceptance from the City of the landscaping required by the landscape plan shall be deemed to be a violation of this Article and the temporary certificate of occupancy shall be revoked.

- (e) **Tree Survey Required.** All grading permits, building permits, tree removal permits, and any other development and construction permits shall include a tree survey of the subject property, or a note stating that no protected trees are located on-site. Tree surveys shall include:
- (1) All individual trees which have a DBH of six (6) inches or greater or which are otherwise noteworthy because of species, age, or rarity;
 - (2) A tree location map identifying each tree by its caliper size (at DBH), common name, scientific species categorization, whether the tree is located in a floodplain or not, and whether the tree is proposed to be removed, relocated, or preserved;
 - (3) The location of all existing and proposed buildings, structures, floodplains, pools, and other existing or proposed improvements for the site, including the limits of construction line, if applicable; and
 - (4) The name and phone number of arborist, licensed surveyor, or landscape architect who prepared the survey.
 - (5) These requirements may be modified by the Director as needed to administer the ordinance from which this section derives. Upon prior approval by the Director, the map exhibit may be limited only to the applicable portion of the site. An aerial photograph may be allowed if a mass of trees exists that makes individual counting impractical and it clearly meets the intent of the ordinance.
- (f) **Tree Removal/Alteration.** Prior to the removal or the critical alteration of any protected tree in the City, an application for a tree removal permit must be submitted and approved, unless otherwise exempt under a provision of the ordinance from which this section derives.
- (1) **Tree removal permit.** Any tree survey proposing the removal of a protected tree or trees shall be accompanied by a tree removal application. The burden shall be upon the applicant to show the necessity for any and all trees proposed for removal.
 - (2) **Fees.** Tree removal fees are specified in the Master Fee Schedule.
 - (3) **Authority for review.** The Director shall be responsible for the review and approval of all permit applications for tree removal.
 - (4) **Denial.** The Director shall deny a tree removal application if it is determined that any of the following conditions exist:
 - i. Removal of the tree is not reasonably required in order to conduct anticipated activities or to develop the property; or
 - ii. A reasonable accommodation can be made to preserve the tree; or
 - iii. The purpose and intent of this ordinance is not being met by the applicant.
 - (5) **Appeals.** Any decision made by the Director may be appealed to the Planning & Zoning Commission acting as the Tree Board. All decisions made by the Commission shall be final and binding.
 - (6) **Permit expiration.** Permits for tree removal issued in connection with a building permit shall be valid for the same period of time as that of the associated building permit's term. Permits for tree removal not issued in connection with a building permit shall become void 180 days after the issue date on the permit.
- (g) **Penalties for Unauthorized Tree Removal.**
- (1) No protected trees shall be removed from any location without prior approval by the Development Services Director. Any such person who has removed trees or caused trees to be removed shall be in violation of the ordinance.
 - (2) Any person who removes or causes trees to be removed shall be subject to penalties including, but not limited to:
 - i. Payment of double the Tree Removal Permit fee.
 - ii. Engage and pay costs for an arborist or landscape architect (of the City's choosing) to determine the value of the trees removed in violation of the Zoning Ordinance and pay double the amount determined to the City into the Tree Fund.
 - iii. All permits shall be withheld until tree mitigation has been resolved.
- (h) **Exceptions.** A tree removal permit and tree mitigation shall not be required under any of the following circumstances:

- (1) Residential property. An individually platted parcel zoned for residential uses and used as a homestead shall be exempt from the tree protection and replacement requirements of this Article as long as the minimum number of trees required by the Zoning Ordinance is maintained, until such time as the property is no longer used as a single-family residence.
- (2) Damaged/diseased trees. The tree is dead, diseased, damaged beyond the point of recovery, in danger of falling, or endangers the public health, welfare or safety, as determined by the Director. This provision includes removal of a diseased tree by the City to reduce the chance of spreading the disease to adjacent healthy trees. This exception does not apply to newly planted trees that have died that are part of landscape plan, nor native trees that have short shelf lives.
- (3) Public infrastructure. Rights-of-way, capital improvement projects, bridges, and other activity conducted by a governmental entity.
- (4) Utility service interruption. The tree has disrupted a public utility service due to a tornado, storm, flood, or other weather condition. Removal shall be limited to the portion of the tree reasonably necessary to reestablish and maintain reliable utility service.
- (5) Business interests. The following business ventures shall be exempt from the requirements specified herein as follows:
 - i. *Landscape nursery*: All licensed plant or tree nurseries shall be exempt from the tree protection and replacement requirements and from the tree removal permit requirements.
 - ii. *Golf course*: Golf courses shall be exempt from the tree protection and replacement requirements and from the tree removal permit requirements for removal of protected trees within areas designated as tee boxes, fairways or greens. All other areas shall be subject to these requirements.
 - iii. *Property zoned Agricultural*: Property zoned Agricultural and being actively used for agricultural purposes shall be exempt from the requirements specified herein.

14.04.202.....Landscaping Definitions.

Berm. An earthen mound designed to provide visual interest, screen undesirable views and/or decrease noise levels.

Bubbler. An irrigation type that allows water to gently soak into the ground with minimal erosion or loss of water due to evaporation.

Buffer. The use of landscaping (other than grass on flat terrain), either alone or in conjunction with berms, walls or decorative fences that at least partially and periodically obstruct the view from the street, in a continuous manner, of vehicular use areas, parking lots and their parked cars and detention ponds.

Buildable Area. That portion of a building site exclusive of the required yard areas on which a structure or building improvements may be erected and including the actual structure, driveway, parking lot, pool and other construction as shown on a site plan.

Building Pad. The actual foundation area of a building and a fifteen (15) foot buffer around the foundation necessary for construction and grade transitions.

Caliper. The diameter of a tree trunk measured twelve (12) inches above ground level. The caliper of a multi-trunk tree is determined by the full caliper of the largest trunk, plus half (½) the caliper of the other trunks. This measurement is used for newly planted trees.

Clear-Cutting. The removal of all trees or a significant majority of the trees on a parcel of land.

Construction Drawings. Engineering or architectural drawings which have been prepared by an authorized individual and approved by the authorized authority, that describe in detail by measurements and specifications the method and manner in which a building, structure, utility, street or physical alteration to land or structure is to be accomplished.

Critical Root Zone (CRZ). The area of undisturbed natural soil around a tree defined by a concentric circle with a radius equal to the distance from the trunk to the outermost portion of the drip line but not less than one foot radius for each one inch DBH.

Diameter at Breast Height (DBH). The diameter in inches of a tree as measured through the main trunk at a point four and one-half (4½) feet above the natural ground level.

Director. The Director of Development Services of the City of Celina or his designee.

Drip Line. A vertical line run through the outermost portion of the crown of a tree and extending down to the ground.

Drought Tolerant/Low Water Demand Plant. The ability of a plant to be drought tolerant is primarily due to the plant's ability to limit water loss through the leaves and acquire more water through the roots. Plants have developed several mechanisms to reduce water loss, many of which can be recognized in native and cultivated plants. Characteristics of drought tolerant plants include: small, narrow, or pinnate leaves; fuzzy surfaces; resinous surfaces; leathery leaves; and/or succulence.

Fencing, Protective. Snow fencing, chain-link fencing, orange vinyl construction fencing or similar fencing with a four (4) foot approximate height. The City manager, or his/her designee, shall determine the appropriate type of fencing for any particular property or portion thereof. This fencing is intended to be of a temporary nature.

Grass, Ornamental. A grass type that is generally considered in the landscaping industry to have ornamental qualities, and which is typically grown in a flower garden. Ornamental grass typically grows to a height of between six (6) inches and thirty-six (36) inches and does not tolerate being cut below six (6) inches. These said grasses are usually used as an accent grass and not the main coverage of a yard. These grasses are commonly grown for the display of their leaves or flowers and may contain a variety of colors depending on the season.

Grass, Turf. Grass commonly used in regularly cut lawns or play areas, such as, but not limited to: Bermuda, St. Augustine, Fescue and Ryegrass blends. Grass areas shall be sodded, plugged, sprigged, hydro-mulched, or seeded, except that solid sod shall be used in swales, or when necessary to prevent erosion. Grass areas shall be established with 100 percent (100%) coverage and seventy percent (70%) density with an approved perennial grass prior to the issuance of a certificate of occupancy.

Green. An open space, available for unstructured recreation. A green may be spatially defined by streets, landscaping, and/or building frontages. Its landscape shall consist of lawn and trees.

Groundcover. Low growing plants, deciduous or evergreen species that cover the ground and used instead of turf. Plants that generally do not exceed eighteen (18) inches in height are classified as groundcover.

Impervious. A substance that does not allow the passage of water through it.

Irrigation system. An automatic watering system designed for watering landscaping and landscaped areas for a specified amount of time at a specified time of day. Irrigation systems are typically used to conserve water and time. All irrigation systems shall be equipped with an approved backflow prevention device to protect the water supply (if connected to Celina water supply) and a freeze and rain sensor.

Landscaped area. The area within the boundaries of a given lot or, where applicable, the adjoining street right-of-way, which is devoted to and consists of plant material, including, but not limited to, grass, trees, shrubs, flowers, vines and other groundcover, native plant materials, planters, brick, stone, natural forms, water forms, aggregate and other landscape features.

Landscaping. Any live plant material such as trees, shrubs, groundcover and grass used in spaces void of any impervious material or building structure and areas left in their natural state.

Limits of Construction. A line of delineation on the tree preservation plan which shows the boundary of the area within which all construction activity will occur.

Low Water Use Irrigation System. The term low water use irrigation system is used to describe any low-pressure system that applies water in a controlled area. The most important feature of these systems is that it applies water very slowly and allows the water to be absorbed fully into the soil with minimal evaporation loss.

Mews. An open space at the front of a double row of residential units in lieu of a street. Vehicle access and mailing addresses via the associated alleyway.

Overhang Zone. The area adjacent to the edge of a parking space on which portions of a vehicle (such as the hood or the trunk) overhangs the sidewalk or landscaped area, rendering this space unusable for pedestrian use.

Parkway. The area of public right-of-way located between the curb or edge of pavement and the property line or between the curb or edge of pavement and the sidewalk.

Plaza. An open space available for civic purposes and public commercial activities. A plaza is spatially defined by adjacent building frontages. Its landscape shall consist primarily of pavement, but may include shade in the form of planters with small ornamental trees or structure. Plazas frequently utilize fountains or water features.

Screening. A technique used to protect and separate uses and site functions from one another for the purpose of decreasing adverse noise, wind or visual impacts and to provide privacy (e.g., walls, fences, berms, landscaping).

Shrub. A self-supporting woody perennial plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at maturity.

Sight Triangle (Visibility Triangle). The area of unrestricted visibility required at a corner to allow for the observation of other vehicular movement, pedestrians and cyclists in the proximity of intersecting streets and sidewalks.

Square. An open space available for unstructured recreation and civic purposes. A square is spatially defined by building frontages or streets. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important thoroughfares.

Topsoil. Topsoil is the surface layer of soil containing partly decomposed organic debris, and which is usually high in nutrients. This term may also apply to good quality soil sold at nurseries and garden centers.

Tree. Any self-supporting woody perennial plant which will attain a minimum trunk diameter of three inches (3") DBH and normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have stems or trunks. The following further define specific tree types.

- *Tree, Large Canopy.* A tree characterized by its high crown of foliage or overhead canopy, a large woody perennial usually having one trunk and numerous branches reaching a mature height of at least thirty (30) feet and a mature crown of at least twenty-five (25) feet.
- *Tree, Small Ornamental.* A relatively low growing tree at least seven (7) feet at planting, that may grow to a mature height of up to twenty-five (25) feet and a mature crown of up to fifteen (15) feet and provide color due to its fruit, berries, flowers, or leaves.
- *Tree, Protected.* Any tree that has a trunk DBH of six (6) inches or greater at a height of four and one-half (4½) feet above the ground or which is otherwise noteworthy because of species, age, size, or rarity.
- *Tree, Replacement.* A tree species from the City's approved plant list with a minimum caliper size of three (3) inches and height of seven (7) feet. For the purpose of determining size, replacement trees should be measured at a point six (6) inches above the ground.
- *Tree, Urban.* A tree specifically selected for its ability to withstand harsh urban conditions, its relatively low maintenance, its suitability for use in the streetscape through its noninvasive root system and upright branching habit, and its associated imagery and overtones. *Tree, Valuation.* An established value set by the National Arborist Association per the tree valuation schedule, set forth herein to be used for all purposes of this article. See Section 14.04.212, *Tree Mitigation*.

Weeds. Vegetation that because of its height and growth pattern is objectionable, unsightly, or unsanitary; this term specifically excludes ornamental grasses, shrubs, bushes and trees, cultivated flowers and cultivated crops.

Xeriscaping. A method of landscaping that emphasizes water conservation, accomplished by following sound horticultural and landscaping practices, such as planning and design, soil improvement, limited turf areas, use of mulches, use of low water demand plants, efficient irrigation practices, and appropriate maintenance.

Yard. A yard is defined as an open space adjacent to a building that is generally kept with natural grass and/or plants and is pervious in nature. The following further define specific yard types.

- *Yard, Front.* The area extending across the front of a lot between the side property lines and the minimum horizontal distance between the street, the main building, or any projections thereof other than the projections of uncovered steps, balconies, or porches. On corner lots, the "front yard" shall face the street on which the lot has the shortest dimension.
- *Yard, Rear.* The area extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies, or unenclosed porches.
- *Yard, Side.* The area between the main building and the side line of the lot, and extending from the required

front yard to the required rear yard and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

14.04.203.....Landscape Plans.

- (a) **Landscape Plan Submittal.** Landscape plans shall be submitted to the Development Services Department as a part of the site plan submittal, building permit, and paving, grading, or construction permit. The Director shall review such plans for compliance with these regulations. If the plans are not in accord, they shall be disapproved and shall be accompanied by a written statement setting forth the changes necessary for compliance.
- (b) **Landscape Plan Requirements.** All required components of the landscape plan are listed in the Landscape Plan Checklist, available on the City of Celina website.
- (c) **Additional Requirements.**
 - (1) No substitutions for plant materials are allowed without approval by the Director and acknowledged by an approval stamp on the landscape plan.
 - (2) The right-of-way parkway area adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility sight lines as required by the *Engineering Design Standards* and approved by the Director. All plantings intended for erosion control will be maintained. The City may require revegetation to prevent erosion or slippage.
 - (3) When power lines are present, trees shall not be planted underneath the lines and should be oriented in a manner to avoid conflict. However, substitution of plant material is not allowed without prior written authorization from the Director.
 - (4) All trees on commercial lots are to be equipped with a bubbler irrigation system.
 - (5) Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per this Article.
 - (6) All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black or dark in color.
- (d) **Landscape Plan Standard Notes.** The following standard notations shall be placed on all landscape plans:
 - (1) "The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and such activities common to the maintenance of landscaping."
 - (2) "Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping."
 - (3) "No substitutions for plant materials without approval by the Director."
 - (4) "The right-of-way adjacent to required landscape areas shall be maintained by the property owner in the same manner as the required landscape area. All driveways shall maintain site visibility. All plantings intended for erosion control will be maintained. The City may require revegetation to prevent erosion or slippage."
 - (5) "All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size."
 - (6) "When overhead or underground utilities are present, landscape plan alterations may be considered by the Director."
 - (7) "All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and/or evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator."
 - (8) "All trees are to be equipped with a bubbler irrigation system."
 - (9) "Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material."

- (10) "All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" or comparable in color."
- (11) "Excessive pruning of plant materials is prohibited (e.g. topping crape myrtles, pruning "up" creating a carrot top)."

14.04.204.....Landscape Standards.

- (a) **Quality**. Plant materials used in conformance with the provisions of this article shall conform to the standards of the American Standard for Nursery Stock, or equal thereto. Grass seed, sod, and other material shall be clean and reasonably free of weeds and noxious pests and insects.
- (b) **Quantity**. The quantity of plant materials required by this article must equal or exceed the minimum number of plants required by this article. Unless otherwise noted on the approved landscape plan, required plant material can be placed in groupings or utilized in appropriate planting designs that are proposed by the designer and approved by the Director. All required landscaped open areas shall be completely covered with living plant material. Mulch and rock may be used in conjunction with shrub and tree plantings in limited applications.
- (c) **Trees**. Trees required by this article shall be from the *Approved Plant List* or a species recommended by the landscape architect and approved on the landscape plan. All required trees shall be common to this area of Texas. Large canopy or evergreen trees shall be of a minimum of three (3) caliper inches at time of planting and required small ornamental trees shall not be smaller than two (2) caliper inches in size at the time of planting. When the type of tree required is unclear, it is assumed that a large canopy tree is required, unless otherwise approved by the Director.
 - (1) No more than twenty-five percent (25%) of the required trees shall be of the same species for any tree type (large, small, or urban) in order to discourage monocultures and the spread of disease. However, sites that require ten (10) or fewer trees are exempt from this regulation.
 - (2) Three (3) trees from the small ornamental tree list may be substituted for one (1) large canopy tree in special circumstances with the approval of the Director, not to exceed twenty-five percent (25%) of the required large trees.
 - (3) Large canopy trees must be planted four (4) feet or greater from curbs, sidewalks, utility lines, screening walls and/or other structures. Small trees may be placed closer than four (4) feet, with approval on landscape plan. Utility installations that includes common trench and conduit banks are exempt from the large canopy tree planting distance requirements.
 - (4) Trees and shrubs shall not overhang or encroach upon walkways, drives, parking areas, and traffic signs to the extent that they interfere with the intended use of these facilities.
 - (5) Tree wells shall be a minimum twenty (20) square feet in size with generally similar lengths and widths.
 - (6) Trees required in line with one another, such as perimeter trees, right-of-way, or median trees may be clustered for visual effect, upon the approval of the Director.
- (d) **Shrubs & Hedges**. Evergreen screening plants shall be at least twenty-four (24) inches high at time of planting, shall be a type and species on the recommended plant list that will attain a minimum height of three (3) feet within eighteen (18) months of planting, and will form a continuous hedge. Sporadic breaks in the hedgerow may be approved to achieve unique designs.
- (e) **Vines**. Vines shall be a minimum of two (2) feet in height immediately after planting and may be used in conjunction with fences, screens or walls to meet screening requirements as specified.
- (f) **Groundcover**. Groundcovers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year of planting.
- (g) **Lawn Grass**. Grass areas shall be sodded, except that large, expansive lawn areas may be hydromulched, plugged, sprigged or seeded with approval from the Director, as long as the edges, adjacent to the curb and within six (6) feet of the sidewalk or curb, are sodded, to reduce water and soil runoff.

- (h) **Credit for Existing Trees.** Any protected trees preserved on a site meeting the herein specifications **may** be credited toward meeting the tree requirement of landscaping provisions that apply to the area where the tree is preserved. Trees of exceptional quality due to size, large canopy cover, trunk diameter, rareness, age or species may, at the discretion of the Director, be credited as more than one tree under the minimum landscape area requirements.
- (i) **Detention/Retention Ponds.** Stormwater control devices, such as detention/retention basins and ponds, shall be landscaped to enhance their visual impacts. Such landscaping shall not negatively affect the operation of such devices, but may include suitable planting materials that will help control siltation and erosion, and in all cases the ponds shall be sodded. Ponds shall be designed in one of the following ways, subject to review and approval by the Director of Engineering:
- (1) **Detention (dry) ponds.** Shall be designed in a manner to be an amenity to the development by providing a reduced six-to-one (6:1) slope, shall provide a large canopy tree each fifty (50) linear feet of the perimeter, benches, and trash receptacles.
 - (2) **Retention (wet) ponds.** Shall be designed in a manner to be an amenity to the development by providing a six-to-one (6:1) slope, a large canopy tree for each fifty (50) linear feet of the perimeter, benches, and trash receptacles. Such ponds shall include aeration and a fountain to ensure water quality.
 - (3) **Fencing.** A minimum four (4) foot high black tubular metal (such as wrought iron) protective safety fencing around the perimeter may be required for safety purposes, as determined by the Director.

14.04.205.....Plant List

List of Approved Plant Materials. All required plant material shall be from the following list unless alternate plant materials are approved by the Director. Additional plant materials can and are encouraged to be used on the site, but the required plantings must adhere to the Approved Plant List. Plants with an asterisk (*) are appropriate for taller evergreen screening purposes.

ARTICLE IV, PART TWO, TABLE 1		
APPROVED PLANT LIST		
LARGE CANOPY TREES		
Arizona Cypress*	Austrian Pine*	Bald Cypress
Bigtooth Maple	Burr Oak	Caddo Maple
Cedar Elm	Chinquapin Oak	Chinese Pistache
Dawn Redwood	Eastern Red Cedar*	Ginkgo
Italian Stone Pine*	Live Oak*	Mexican Sycamore
Pecan	Red Oak	Shantung Maple
Southern Magnolia*	Texas Ash	Trident Red Maple
SMALL ORNAMENTAL TREES		
Crape Myrtle (tree form)	Desert Willow	Eve's Necklace
Italian Cypress	Lacey Oak	Mexican Buckeye
Mexican Plum	Nelly R. Steven's Holly*	Oakland Holly*
Possumhaw Holly	Redbud	Teddy Bear Magnolia*
Rusty Blackhaw Viburnum	Vitex	Yaupon Holly
MEDIUM TREES (when appropriate)		
Ginko	Golden Raintree	Lacey Oak
Pond Cypress	Shantung Maple	Little Gem Magnolia*
SCREENING SHRUBS (minimum 3' tall at maturity)		
Abelia	Barberry	Boxwood
Chinese Fringe Flower	Cotoneaster	Decorative Grasses
Elaeagnus (Silverberry)	Euonymus	Indian Hawthorn
Juniper (several varieties)	Texas Sage	Holly (several varieties)

14.04.206.....Residential Landscape Requirements.

- (a) **General Regulations.** While specific landscape plans are not required for detached single-family homes, the following standards must be met for new homes prior to the issuance of a Certificate of Occupancy.
- (1) **Irrigation required.** All front yards must be irrigated with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers.
 - (2) **Tree bubblers required.** All trees are to be equipped with bubbler irrigation systems.
 - (3) **Yard:** All residential lawns must be covered with vegetation, including grass, living groundcover, mulch, and/or decorative stone, in order to help retain the soil and prevent erosion. Mulch, living groundcover, gravel, rock gardens, and decorative stone may be used for creating patterns, beds, erosion control, and in other limited application; however, their use shall not be the predominant groundcover.
 - i. Stone, gravel and rock. If stone, gravel, decorative rock, crushed granite, or other non-plant derived materials are used in a residential front yard, no more than thirty percent (30%) of the yard area may be made up of these materials. Non-plant derived materials should be used as an accent to the areas of the lawn made up of sod, living ground cover, low bushes or plants, or mulch and shall include vegetative plantings within the stone/rock beds. In no case shall stone, gravel, rock or other non-plant derived materials be installed so that an impermeable surface area is created.
 - ii. Artificial or synthetic turf (e.g. AstroTurf™). Artificial or synthetic turf is prohibited in any yard that can be viewed from a public street.
 - iii. Xeriscape. When a xeriscape plan is used, refer to Section 14.06.210 for detailed regulations.
 - (1) **Residential development entries.** The landscape island at the main entrances to the residential development shall be within a platted common area lot located in the median of the divided entry access point, to be owned and maintained by the homeowners association (HOA). Landscaped entries shall include a significant entry feature or other focal point, which may include a monument entrance sign creating a "sense of arrival." These features may be subject to a licensing agreement. Entry designs shall be subject to the approval of the Director.
 - (2) **Unsustainable Structures.** In addition to the requirements listed herein for residential development, any proposed structure that does not meet the Architectural Design Standards of Article 14.06 of the Zoning Ordinance, the Fire Code, or the Building Code, the following setbacks and landscape screening apply:
 - i. A fifty (50) foot front yard landscape buffer with two rows of Eastern Red Cedar planted on a minimum three (3) foot high earthen berm, each row spaced twenty (20) feet on center and staggered from each other;
 - ii. Twenty (20) foot side and rear yard landscape buffers with one row of Eastern Red Cedar trees spaced twenty (20) feet on center.
- (b) **Residential Vegetation Requirements.** Trees shall be planted as referenced in the Table 6, below. Trees planted in the front yard or side yard on a corner shall be planted in the area between residence and the sidewalk, unless the subdivision is specifically designed to accommodate this tree location with sidewalks set back from the street a minimum of eight (8) feet.

ARTICLE IV, PART TWO, TABLE 2 TREES & SHRUBS REQUIRED PER RESIDENTIAL LOT			
<i>Size of Lot (square feet)</i>	<i>Number of Large Trees</i>	<i>Number of Ornamental Trees</i>	<i>Number of Shrubs</i>
Up to 7,000	1 in front yard	1	12
7,001 to 10,000	2 total; 1 in front yard	1	15
10,001 to ½ acre	4 total; 2 in front yard	2	20
Greater than ½ acre	6 total; 3 in front yard	3	24
Corner lots, all sizes	1 additional tree on side facing street	-	-

Note 1. All trees must be spaced appropriately, subject to review and approval of the Director.

Note 2. Urban Living single-family units may need to modify the requirements listed above due to space restrictions, subject to review and approval of the Director.

14.04.207.....Non-Residential Landscape Requirements (including Multi-Family).**(a) General Requirements.**

- (1) Variety. Applicants are encouraged to plant a variety of ornamental trees, shrubs, and flowers in addition to the required plantings to add color and distinction to the site. Any permeable surface not occupied by trees, shrubs, planting beds, signs, or other permitted fixtures shall be planted with turf or other living groundcover.
- (2) Stone, gravel, & rock. If stone, gravel, decorative rock, crushed granite, or other non-plant derived materials are used in any landscaped area, no more than twenty percent (20%) of the area may be made up of these materials. Non-plant derived materials should be used as an accent to the landscaped areas made up of sod, living ground cover, low bushes, plants, or mulch and may include vegetative plantings within the stone/rock beds. In no case shall stone, gravel, rock or other non-plant derived materials be installed so that an impermeable surface area is created.
- (3) Artificial or synthetic turf prohibited (e.g. AstroTurf™). Artificial turf is prohibited.
- (4) Vegetative screening.
 - i. Plants and shrubs used as hedge-row screens shall be at least twenty-four (24) inches high at time of planting and shall be a type and species from the recommended plant list that will attain a minimum height of three (3) feet within eighteen (18) months of planting and will form a virtually continuous hedge.
 - ii. Plants and shrubs used as perimeter screens shall be at least thirty-six (36) inches high at time of planting and shall be a type and species from the recommended plant list that will attain a minimum height of six (6) feet within three (3) years of planting
- (5) Non-vegetative screening. Any landscape barrier (e.g. screening walls or earthen berms) shall be a minimum of three (3) feet high at time of installation.
- (6) Unsustainable structures. In addition to the requirements listed herein for non-residential development, any proposed structure that does not meet the Architectural Design Standards of Article 14.06 of the Zoning Ordinance, the Fire Code, or the Building Code, must also meet the following setback and landscape screening regulations: a minimum fifty (50) foot front, side, and rear yard landscape buffer with two rows of Eastern Red Cedar, each row spaced twenty (20) feet on center and staggered from each other. The front setback shall include a minimum three (3) foot high berm on which the trees shall be planted.

(b) Interior Landscape Requirements.

- (1) Parking lots.
 - i. *Parking lot islands and terminus row islands.* Parking lots shall contain landscaped islands located so as to best relieve the visual expanse of paving and provide shade. Such islands shall contain at least one (1) large canopy tree, and shall be located at the terminus of all parking rows. The remainder of the island space shall be landscaped with shrubs, lawn, and living groundcover not to exceed three (3) feet in height. The minimum total area of such islands shall be approximately 180 square feet (9' X 20') feet or the size of a parking space, but may be designed so that the radii helps to facilitate traffic maneuverability.
 - ii. *Parking lot island spacing.* Parking lot islands shall not be spaced greater than every twelve (12) spaces unless approved on the landscape plan in order to preserve existing trees and natural features or due to unique site features. In all cases, the total area requirements for landscaped islands for the respective parking areas shall be satisfied. In unique circumstances, materials suitable for the parking lot island other than natural plant materials may be approved by the Director, such as crushed granite, river rock, or pavers.
 - iii. *Parking lot swales.* The use of landscaped swales in lieu of curbs may be allowed on a case-by-case basis, as approved by the Director. Associated drainage plans must be submitted and approved by the Director of Engineering if this option is proposed.
 - iv. *Earthen berms.* Landscaped earthen berms in height of three (3) feet are encouraged as parking lot screening.

- v. *Parking lot light poles.* All free-standing parking lot light poles shall have a maximum six (6) inch tall metal base. If a larger base is proposed, it shall be clad in masonry that matches the adjacent structures. All parking lot poles shall be placed within a landscaped area or other raised bed to distinguish it from the parking spaces and minimize vehicle contact.

(2) Drive Aisles.

- i. *Divided driveways.* Commercial parking lots containing more than 100 parking spaces shall construct a divided driveway with medians at the main entrance and be subject to landscape entry features, described in (ii), below. All multi-family developments shall have a divided entrance drive and be subject to landscape entry features, described in (ii), below.
- ii. *Landscape entry features.* Landscape entrance features are required at the main entrances to the commercial parking lots over 100 spaces or any multi-family development and shall be within a platted lot located in the median of the divided entry access point, to be owned and maintained by the property owners association. These landscaped entryways shall each be a minimum of five (5) feet in width to allow for irrigation and landscaping. Landscaped entries shall include a significant entry feature or other focal point, which typically includes a monument entrance sign. Landscaped entry features may be subject to a licensing agreement and are shall be subject to the approval of the Director.
- iii. *Vehicular access drives.* A small ornamental tree is required along major access lanes every thirty (30) linear feet within a development, subject to review and approval by the Director.
- iv. *Curbs.* All landscaped areas will be protected by a raised four (4) inch concrete curb and/or wheel stop. Wheel stops are required for all perimeter parking spaces unless parking lot swales are used. Pavement will not be placed closer than four (4) feet from the trunk of a tree unless approved by the Director.
- v. *Overhang zone.* Parking lot screening bushes shall not be planted in the “overhang zone” where they are likely to be damaged by vehicles’ overhanging the parking space (see Section 14.04.202, *Landscaping Definitions*, for the definition of “overhang zone”)

(3) Interior Sidewalks.

- i. *Big Box or shopping center parking lot walkway.* “Big Box” stores or large shopping centers, in lieu of providing a tree every twelve (12) parking spaces, may choose to provide a minimum ten (10) foot wide continuous landscape island every eight (8) single rows of parking, with a large canopy tree every thirty (30) linear feet, subject to review and approval by the Director. This does not waive the requirement for trees located at the terminus of each parking row.
- ii. *Facades of Big Box stores or shopping centers.* In “big box” or shopping center developments of 50,000 square feet or more, a medium or small ornamental tree shall be placed in tree grates or tree wells every forty (40) feet on center within a minimum twelve (12) foot wide sidewalk along active storefronts. Trees may be clustered so not to block the primary entrance.
- iii. *Pedestrian crosswalks.* All commercial developments submitted after the adoption of this ordinance shall be required to include stained and stamped crosswalks from parking lots or secondary structures to the main entrances of the buildings and other areas, as determined by the Director.

- (4) Exception to interior landscape requirements. Industrial uses shall be exempt from the interior landscape requirements, subject to review and approval by the Director, but perimeter landscaping requirements, listed below, must be met.

(c) Perimeter Landscape Requirements.

(1) Landscaping adjacent to rights-of-way.

- i. All non-residential developments (including multi-family) shall be screened from the public right-of-way with an evergreen hedge, berm, or other durable landscape barrier, or a combination of the above.
- ii. Landscape easements adjacent to the public right-of-way shall contain at least one (1) large canopy tree for every forty (40) linear feet or fraction thereof of street frontage, inclusive of driveways.
- iii. In addition, one (1) small ornamental tree shall be provided for every forty (40) linear feet or fraction

thereof of street frontage, inclusive of driveways.

- iv. Trees may be grouped or clustered to facilitate design.
- v. See also Section 14.04.208, *Roadway Landscape Easements & Buffers* for setback and buffer requirements.

(2) Perimeter landscaping adjacent to land uses other than single-family.

- i. All non-residential developments (including multi-family) shall provide a landscape buffer of ten (10) feet when adjacent to land uses other than single-family. When the land uses are within the same shopping center, the landscape buffer between property lines may be reduced to a total of ten (10) feet (i.e. five feet from each lot) in certain circumstances, with the approval of the Director.
- ii. Landscape buffers adjacent to similar land uses shall contain at least one (1) large canopy tree for every forty (40) linear feet or fraction thereof of adjacency.
- iii. In addition, one (1) small ornamental tree shall be provided for every forty (40) linear feet or fraction thereof of adjacency.

(3) Perimeter landscaping adjacent to residential.

- i. All non-residential developments (including multi-family) shall provide a minimum landscape buffer of twenty (20) feet when adjacent to single-family residential properties.
- ii. Landscape buffers adjacent to single-family residential properties shall contain at least one (1) large evergreen canopy tree for every thirty (30) linear feet or fraction thereof of adjacency.
- iii. In addition, one (1) small ornamental tree shall be provided for every thirty (30) linear feet or fraction thereof of adjacency.

(d) Enhanced Landscape Amenities.

- (1) Purpose. The purpose of the enhanced landscape amenity system is to allow developers the freedom to design interesting and unique landscaping to augment the architecture and theme of the development. Developers are encouraged to be creative in selecting the amenity type to create unique and memorable features.
- (2) Amenity list. The following is a list of landscape elements that may be added to the required landscaping for all commercial developments. Applicants shall choose three (3) of the following amenities, subject to review and approval by the Director.
 - i. Enhanced landscaping: one tree per every thirty (30) feet of perimeter landscaping.
 - ii. Enhanced landscaping: one tree per every ten (10) parking spaces.
 - iii. Enhanced streetscape elements (e.g. decorative lampposts, benches, trash receptacles, decorative bollards, etc.)
 - iv. Use of street furniture (e.g. benches, tables & chairs)
 - v. Buffer berms (providing 3-foot high berms along the street frontage)
 - vi. Shade structure for outdoor seating areas
 - vii. Use of decorative masonry planters with irrigation (minimum 4)
 - viii. Foundation plantings along seventy-five percent (75%) of the building's primary facade
 - ix. Public art (e.g. obelisks, sculptures, murals, statues, clock towers, water fountains, etc.)
 - x. Other (a developer may propose a unlisted landscape element if it meets the spirit and intent of the ordinance, subject to review and approval by the Director)
- (3) Developer discretion. These regulations are intended to encourage creativity, safety, visual diversity, and water conservation in landscaping.
- (4) Scale, size, type. Elements, both in terms of quantity and quality, should be in scale with the development, as determined by the Director.

14.04.208.....Roadway Landscape Easements & Buffers. Buffers are defined as an open, landscaped areas between the roadway pavement and any built structure on a lot, and include both the “parkway” portion of the street right-of-way and the private land necessary to make up the minimum width required herein. The roadway parkway is the portion of right-of-way that is typically sodded and kept clear of trees or deep-rooted shrubs since this is often the location of underground

or above-ground infrastructure, such as water and sewer lines and electrical wiring, respectively. Landscape buffers were adopted by City Council as part of Ordinance No. 2018-65 (11-13-18). The following buffer standards apply unless a more stringent standard applies due to the lot being located in an overlay district.

- (a) **Minimum Width of Landscape Buffers Along Roadways.**
 - (1) Adjacent to all six-lane divided streets and limited access roadway service roads, as shown on the Thoroughfare Plan, the landscape buffer shall be a minimum forty (40) feet wide.
 - (2) Adjacent to all four-lane divided streets, as shown on the Thoroughfare Plan, the landscape buffer shall be a minimum of thirty (30) feet wide.
 - (3) Adjacent to all other streets called out on the Thoroughfare Plan, the landscape buffer shall be a minimum twenty (20) feet wide.
 - (4) Adjacent to residential streets and other streets not called out on the Thoroughfare Plan, the landscape buffer shall be a minimum of ten (10) feet wide.
- (b) **Intent & Application of the Ordinance.** When circumstances exist that may restrict the ability of an applicant to comply with the letter of the minimum widths referenced above, the Director may allow some flexibility so long as the overall intent of the ordinance is met.
- (c) **Landscape ROW Buffer Corner Clips.** For all nonresidential and multi-family parcels located at the intersection of two (2) dedicated public rights-of-way (ROW), a minimum twenty (20) foot landscape buffer shall be provided parallel to the corner clip right-of-way dedication. The twenty (20) feet shall be measured from the property line.

14.04.209.....Xeriscaping.

- (a) **Intent.** The intent of this xeriscaping section is to encourage the use of drought-resistant native plants in all or a portion of landscaped areas in order to conserve water.
- (b) **Native Plant Usage.** Texas has an abundance of native plants that are naturally adapted to the region. Most native or adapted plants are drought tolerant or have lower water demands, and by combining Texas natives with well-adapted exotic plants, water is conserved. The use of xeriscaping can:
 - (1) Reduce landscape maintenance and water use by sixty percent (60%) or more, which helps extend limited water supplies and conserve water resources;
 - (2) Provide an enhanced regional identity for Celina;
 - (3) Lower pest problems and require less fertilizer than many non-adapted, exotic plants brought into Texas landscapes. By eradicating weeds, competition for available water resources is diminished;
 - (4) Lower monthly water bills for users;
 - (5) Reduce runoff through the plants root system, which helps water percolate into the soil, reducing erosion and runoff, improving water quality.
- (c) **Water Conservation.** In order to promote prudent use of the City's water resources and reduce the need for additional water system infrastructure, additional water resources and water purification systems, and to help ensure viability of required plantings during periods of drought, all required landscaping shall comply with the following requirements designed to reduce water usage:
 - (1) All landscaping shall be from the recommended plant material list, which is comprised of native and adapted vegetation, unless alternate plant materials are approved through the landscape plan.
 - (2) For maximum reduction in water usage, xeriscape plants shall not be interspersed in plant massing with plants requiring higher water usage.
 - (3) Irrigation systems shall be designed to provide the appropriate amount of water without over watering.
 - (4) Lawn or turf is not permitted in areas with a dimension of less than eight (8) square feet.
- (d) **Sight Visibility.** In complying with the landscaping requirements set forth herein, no landscaping shall be permitted to cause visibility obstructions and/or blind corners at intersections. All sight/visibility triangle distances herein shall be measured from the intersection edges of the curb or, where there is no curb, from the end of the pavement, unless otherwise specified.

- (1) Street intersections. Each such intersection shall have a sight triangle of forty-five (45) feet on each leg from the point of intersection, or as determined by the Director of Engineering.
 - (2) Driveway to street intersections. Each driveway intersection shall have a sight triangle of forty-five (45) feet along the street and twenty (20) feet along the driveway from the point of intersection, or as determined by the Director of Engineering.
 - (3) Vertical clearance. Landscaping within the triangular visibility area shall be designed to provide unobstructed vertical cross-visibility at a level between three (3) and ten (10) feet in height. Trees may be permitted in this area provided they are trimmed in a manner that prevent limbs or foliage from extending into the vertical visibility area.
- (e) Distance from Street Pavement. Landscaping, except required grass and low groundcovers, shall not be located closer than three (3) feet from the edge of any access way pavement.
- (f) Conflicts. In the event other visibility obstructions are apparent in the proposed landscape plan, as determined by the Director, the minimum landscape area requirements set forth herein may be reduced to the extent to remove the conflict.

14.04.210.....Tree Preservation.

- (a) Purpose. The purpose of this section is to encourage the preservation of mature trees which, once removed, cannot be replaced by equivalent trees, to preserve the health and viability of retained trees during construction, and to control the removal of protected trees when necessary. It is the intent of this section to achieve the following:
- (1) Prohibit the indiscriminate clearing of property;
 - (2) Protect and increase the value of residential and commercial properties within the City;
 - (3) Maintain and enhance a positive image for the attraction of new business enterprises to the City;
 - (4) Protect healthy quality trees and promote the natural ecological environmental and aesthetic qualities of the City; and
 - (5) Help provide needed shaded areas in order to provide relief from the heat by reducing the ambient temperature.
- (b) Construction Regulations.
- (1) Tree pruning restrictions. No protected tree shall be pruned in such a manner which significantly disfigures the tree or in a manner which would reasonably lead to the death of a tree, except where such pruning is necessary for the safety of the public or to maintain utility service. Utility companies may prune trees as necessary to re-establish disrupted utility service. The practice of "topping" trees, either ornamental or canopy, is absolutely prohibited except when necessary for utility provision, public safety or some other official nuisance.
 - (2) Fill & grading. The area within the drip line of a protected tree shall not be filled or graded.
 - (3) Maintenance after development. If any of the trees required to be retained or trees planted as a part of this division should die within a period of one year after completion of the activities associated with construction, the owner of the property shall replace the trees within six (6) months at a ratio of three-to-one (3:1) with an approved large canopy tree from the recommended plant materials chart, which is the same size as the tree removed.
- (c) Regulations Prior to Construction.
- (1) Tree flagging. All protected trees on the subject property within forty (40) feet of a construction area or surface improvements such as driveway, walks, etc., shall be flagged with bright fluorescent colored vinyl tape wrapped around the main trunk at a height of five (5) feet or more such that the tape is highly visible to workers operating construction equipment. This shall not include the flagging of protected trees adjacent to ROW within approved residential subdivisions during the construction of the roadway.
 - (2) Protective fencing. Solid, protective fencing a minimum of three (3) feet in height will be located at the drip

lines of all protected trees that border the limits of construction. In situations where a protected tree is located within the immediate area of intended construction, protective fencing will be located at or beyond the drip line.

(d) **Regulations during Construction.** The following activities shall be prohibited within the limits of the critical root zone of any protected tree, subject to the requirements of this division:

- (1) **Material storage.** No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the critical root zone of any protected tree.
- (2) **Equipment cleaning/liquid disposal.** No equipment shall be cleaned or other liquids deposited or allowed to flow overland within the limits of the critical root zone of a protected tree. This would include paint, oil, solvents, asphalt, concrete, mortar or similar materials.
- (3) **Tree attachments.** No signs, wires or other attachments, other than those of a protective nature shall be attached to any protected tree.
- (4) **Vehicular traffic.** No vehicular and/or construction equipment traffic or parking shall take place within the limits of the critical root zone of any protected tree other than on an existing street pavement. This restriction does not apply to single incident access within a critical root zone for purposes of clearing underbrush, emergency restoration of utility service, or routine mowing operations.
- (5) **Grade changes.** No grade changes (cut or fill) shall be allowed within the limits of the critical root zone of any protected tree unless adequate construction methods are approved by the Director.
- (6) **Impervious paving.** No paving with asphalt, concrete or other impervious materials in a manner which may reasonably be expected to kill a tree shall be placed within the limits of the critical root zone of a protected tree.
- (7) **Removal of protective fencing.** Protective fencing may only be removed from the construction site at the time of the installation of additional, permanent landscaping features.

(e) **Permanent Construction Methods & Standards.**

- (1) **Boring.** Boring of utilities under protected trees may be required in certain circumstances. When required, the length of the bore shall be the width of the critical root zone at a minimum and shall be a minimum depth of 48 inches.
- (2) **Trenching.** All trenching where possible shall be designed to avoid trenching across the critical root zone of any protected tree. This shall not inhibit the placement of necessary underground services such as electric, telephone, gas, etc.
- (3) **Root pruning.** It is recommended that all roots two (2) inches or larger in diameter which are exposed as a result of benching or other excavation be cut off square with a sharp medium tooth saw and covered with pruning compound within two (2) hours of initial exposure.

14.04.211.....Tree Mitigation.

- (a) **General Rule.** In the event that it is necessary to remove a protected tree, the applicant shall be required to pay into the City's tree fund according to the Master Fee Chart, or, with the approval of the Director, replace the removed trees according to the City's Tree Valuation Schedule.
- (b) **Mitigation.** If the tree is not replaced on-site or other City-approved location, fees must be paid to the City based on the tree valuation schedule as listed in the Master Fee Schedule, using the ratio and percentages below. This fee shall be paid in addition to any tree removal permit fee and shall be held in a separate account (the Tree Fund) to be used exclusively for future installation of trees within public land owned by the City.

ARTICLE IV, PART TWO, TABLE 3 TREES VALUATION SCHEDULE FOR MITIGATION		
TYPE 1 100% Value 5:1 Replacement Ratio	TYPE 2 50% Value 3:1 Replacement Ratio	TYPE 3 10% Value 1:1 Replacement Ratio
Floodplain Trees (all trees located	All Ash Trees	Bois d'Arc

within the floodplain, regardless of species All Oaks Pecan	All Elms All Pines Hickory Black Walnut	Cottonwood Junipers Cedars Mesquites All other trees
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- (c) **Landscape Plan.** All replacement trees shall be shown with their caliper size, species name, and common name on the landscape plan.
- (d) **Replacement Restriction.** Any required replacement tree shall not be planted within an area such that the mature canopy of the tree will interfere with overhead utility lines, or that the mature root zone of the tree interferes with underground public utility lines.
- (e) **Landscaping Limitation.** Trees required to be added to the development per the landscaping requirements in the zoning ordinance or by virtue of deed restrictions shall not be considered or credited as replacement trees.
- (f) **Enforcement.**
- (1) Any person, firm, corporation, agent, or employee thereof who violates any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction hereof shall be fined a penalty of a sum not to exceed the amount listed in the Master Fee Schedule and allowed by State Law. A separate offense shall be deemed to be committed on each day during or on which a violation occurs. The unlawful destruction or removal of each protected tree shall be considered a separate offense and each offense subjects the violator to the maximum penalty not to exceed the amount listed in the Master Fee Schedule per tree for each day that the tree is not replaced. Unless otherwise specifically set forth herein, or in state law as adopted, allegation and evidence of culpable mental state are not required for the proof of an offense defined by this article.
 - (2) No acceptance of public improvements shall be authorized until all fines for violations of this ordinance have been paid to the City.
 - (3) No certificate of occupancy shall be issued until all fines for violations of the ordinance from which this article derives have been paid to the City.
 - (4) No building permit shall be issued unless the applicant signs an application or permit request which states that all construction activities shall meet the requirements of the tree preservation ordinance. The building official shall make available to the applicant a copy of the tree preservation ordinance.
- (g) **Tree Valuation Schedule.** Tree replacement fees are listed in the Master Fee Schedule and shall apply to all tree mitigation.

14.04.212 – 14.06.300Reserved.

ARTICLE IV – SITE DEVELOPMENT STANDARDS

PART THREE - SCREENING WALLS & FENCES

14.04.301.....Screening, Generally.

- (a) **Purpose & Intent.** The intent of this section is to ensure the screening of non-residential development and service equipment from roadways, open space corridors, and residential properties.
- (b) **General Specifications.**
 - (1) The requirements set forth herein shall apply to all new development and any existing building or area expansion of over thirty percent (30%).
 - (2) Engineered concrete foundations with piers are required. Spacing, depth, and dimensions of the piers shall be determined by a licensed professional engineer based on the *Engineering Design Standards*. All walls four (4) feet in height or greater must be designed and sealed by a professional engineer licensed in Texas. Record drawings (i.e. “as built”) certified by a professional engineer shall be submitted to the City of Celina upon completion of construction.
 - (3) No portion of a screening wall shall be used as a retaining wall, unless specifically approved by the Director of Engineering.
 - (4) Walls shall be equally finished on all sides and constructed in one style using consistent materials.
 - (5) Contractors shall verify the location of all existing utilities prior to excavation and construction.
 - (6) No screening wall or fence shall be erected on public right-of-way or in visibility easements.
 - (7) Constructed with any of the following materials: Surface painted or coated concrete, chain-link, concertina wire, barbed wire, corrugated metal, or fiberglass panels.
 - (8) In no case shall a screening wall be placed parallel and in the immediate vicinity of an existing residential fence causing a close back-to-back fence arrangement or creating a gap between fences. When a residential fence exists at the time of commercial development, the required masonry screening wall shall replace the residential fence, with access easements provided for maintenance for both parties.
- (c) **Height of Screening Walls.**
 - (1) Screening adjacent to rights-of-way = minimum six (6) feet and maximum eight (8) feet.
 - (2) Screening between incompatible land uses (such as non-residential adjacent to single family) = minimum eight (8) feet.
 - (3) Screening of loading docks or doors = minimum six (6) feet.
 - (4) Screening of waste and recycling collection areas, including non-residential polycarts and all other service related equipment = minimum eight (8) feet.
 - (5) Screening for electric substations, sewer pump stations, or any other free-standing utility facility shall be scaled according to the height, size, scope, and area of the proposed facility, subject to discretionary review and approval by the Director, and shall be generally between eight (8) and twelve (12) feet.
 - (6) Screening using living plant materials, either with or without an accompanying metal fence, shall be six (6) feet tall at the time of planting.
- (d) **Materials.**
 - (1) **Materials allowed by right for screening purposes.**
 - i. Stone, rock, brick, or monolithic concrete panels (see Section 14.01.115, *Other Zoning Ordinance Definitions*, for the description of “monolithic concrete panels”).
 - (2) **Materials allowed in certain circumstances.** In unique circumstances, the following materials may be utilized for screening purposes, subject to discretionary review and approval by the Director, as long as there is no adverse impact on surrounding property, the spirit and intent of this Chapter is maintained, and a financial hardship is not the sole justification for the use of the reduced screening standard. The Director may require a combination of the following screening options to meet the intent of the Ordinance.
 - i. Decorative iron or wrought iron screening walls with masonry columns.
 - ii. Industrial grade aluminum or steel fencing (e.g. DesignMaster Fencing® or comparable product).

- iii. Living screens that may include earthen berms.
- iv. Split-face concrete masonry units (CMU).
- v. Cedar board-on-board wooden fence with decorative caps and masonry columns.

(3) Materials prohibited:

- i. Modular, "slide-in" screening walls that are constructed of materials other than masonry or concrete (see Section 14.01.115, *Other Zoning Ordinance Definitions*, for the description of "modular screening walls").
- ii. Chain link.
- iii. Electrified fencing.
- iv. Barbed wire.
- v. Plain wooden fences.

(4) Specifications for masonry screening walls are as follows:

- i. A decorative masonry column shall be placed at each corner or transition and evenly spaces on each fence façade not to exceed every eighty (80) feet unless otherwise approved by the Director and supported by an approved engineering design.
- ii. Lintels, bottom row soldier courses with concrete mow strip, and a decorative cap are to be applied to all masonry walls.
- iii. Openings along the bottom of the screening wall shall only be wide enough to allow for proper drainage as determined by the *Engineering Design Standards*.

(5) Specifications for monolithic concrete panel screening walls are as follows:

- i. Walls shall have a maximum column spacing of fourteen (14) feet, unless otherwise approved by the Director.
- ii. Panels must be a minimum of four (4) inches in thickness with a decorative pattern and color on both sides and be made of a minimum of 4,000 psi concrete.

(6) Specifications for decorative iron, wrought iron commercial fencing, or industrial grade aluminum or steel fencing.

- i. Decorative iron or wrought iron screening walls shall have masonry columns to be spaced no greater than thirty (30) feet on center.
- ii. Industrial grade aluminum or steel fencing may be allowed in certain circumstances, as reviewed and approved by the Director.

(7) Specifications for living screens. The property owner/developer, at his sole expense, shall furnish or cause to be furnished, all labor, materials, equipment, accessories, meters, irrigation, and services necessary to maintain or replace all plant materials if and when they become damaged or die.

(8) Specifications for wooden fence screening. (See Section 10.04.305, *Residential Fences*)

(e) **Ownership & Maintenance.**

- (1) Maintenance easement. A minimum three (3) foot wide wall maintenance easement (WME) shall be provided at time of platting where screening walls are forecasted or required along the property line.
- (2) Ownership & maintenance: Required screening walls shall be owned by the property owner or HOA and shall be maintained in good condition. Any repairs or replacement shall match the existing adjacent sections.

14.04.302.....Screening, Residential Subdivision Walls.

- (1) Perimeter walls required with residential subdivisions. Subdivision perimeter screening walls must be constructed by the developer with each phase of the subdivision infrastructure adjacent to rights-of-way sixty (60) feet or greater. Perimeter landscaping and irrigation are required.
- (2) Cul-de-sac adjacency. If the bulb of the cul-de-sac abuts a collector or arterial roadway, the screening across the landscaped area adjacent to the cul-de-sac bulb may be a living screen in conjunction with an open fence (such as decorative metal or wrought iron) with solid masonry columns in keeping with the associated solid masonry screening perimeter walls required elsewhere along the perimeter.

- (3) Materials exceptions. The Director may allow the use of wrought iron or decorative metal, not in excess of fifty percent (50%) of the subdivision perimeter wall, in conjunction with berms and landscaping, if deemed appropriate.
- (4) Perimeter wall extension required. When a perimeter fence is provided at the outer boundaries of a residential subdivision, the termination of a given side of the fence shall not occur in the middle of the adjacent property, but extend to the property line of the last platted lot that has partial adjacency with the perimeter fence. An easement may be required by separate instrument in order to construct this portion of the wall on the adjacent property.
- (5) Timing. The owner or developer of a residential property adjacent to an undeveloped property zoned non-residential or multi-family shall be responsible for and shall build the required masonry wall to provide screening between the two (2) properties at the time of infrastructure development, prior to any vertical development on the site.
- (6) Individual fences exempt. Individual single-family lots built in a subdivision without a perimeter wall are exempt from the requirement to install the masonry wall. In lieu, an eight (8) foot high cedar board-on-board wooden fence with a decorative cap (and columns where appropriate) may be utilized.

14.04.303.....Screening, Multi-Family & Non-Residential

- (1) Non-residential uses adjacent to single family zoning districts or uses. A solid masonry screening wall is required along the adjacency of disparate land uses.
- (2) Non-residential uses adjacent to other similar non-residential zoning districts or uses. No screening wall is required.
- (3) Multiple buildings within a commercial development. In the case where multiple pad sites or multiple masonry types are used for the buildings' exteriors within a single development, the screening wall shall use the predominant masonry type for the entire length of the screening wall, subject to approval by the Director during the site plan process.
- (4) Mixed use developments. With Director approval, mixed use developments may be exempt from internal screening between disparate land uses.

14.04.304.....Screening Requirements for Specific Situations.

- (a) **Ground Mounted Mechanical, Plumbing, & Electrical Equipment.**
 - (1) Exposed conduits, ladders, exhaust valves, utility boxes, and drain spouts shall be a color matching the building, an accent color, or earth-tone color.
 - (2) Outside equipment, coolers, and/or other mechanical items shall be screened with a Category A masonry finishing material matching the primary building.
 - (3) All new utilities, including any aerial lines, shall be underground.
- (b) **Roof Mounted Mechanical, Plumbing, & Electrical Equipment.** Roof mounted equipment shall be screened from view using parapet walls or as approved by the Director.
- (c) **Loading Docks, Ramps, & Spaces.** Loading docks, ramps, structures, and loading spaces shall be screened from view from the public right-of-way, from adjacent residential property, and from adjacent non-residential property, other than industrial.
 - (1) Screening shall be by masonry wing walls matching the color and building materials of the primary structure or freestanding walls with complimentary landscaping to be compatible with the project design.
 - (2) Screening walls shall be of adequate height to screen loading vehicles and the scope of the operation and activity.
- (d) **Waste & Recycle Collection Areas (Dumpster Screening).**
 - (1) Waste disposal collection areas, including non-residential polycarts and all other service related equipment, shall be screened from public view.
 - (2) Trash dumpsters, recycling containers, trash compactors, and other waste receptacles shall be screened

with a masonry wall in a color that is consistent with the color of the primary building. Screening enclosures shall be visually and aesthetically compatible with the overall project.

- (3) Dumpster enclosures shall incorporate on the open, fourth side a solid metal gate (chain-link with slats is prohibited) to visually screen the dumpster or compactor, which shall remain shut at all times other than when being actively accessed.
- (4) Dumpster enclosures shall be located behind the front building line and the service gate shall not directly face a public street or any residentially zoned property. Where this standard is not feasible, as determined by the Director, the standards may be varied.
- (5) Single dumpster enclosures shall be a minimum of twelve (12) feet wide and fourteen (14) feet deep. Pads to accommodate two dumpsters or recycling shall be a minimum of twenty-five (25) feet wide and fourteen (14) feet deep.
- (6) New commercial development shall provide space for a minimum of two (2) dumpsters screened with masonry enclosures with the extra dumpster being for recycling containers.
- (7) Dumpster enclosures shall be located to provide a minimum of forty (40) feet of clear backing. However, any area designated for backing shall not exceed eighty (80) feet.
- (8) Engineered concrete foundations with piers are required for dumpsters, per review and approval by the Director of Engineering.

(e) **Utility Substations & Tower Facilities.** For electric substations, sewer pump stations, or any other free-standing utility facility, the above ground mechanical equipment shall be screened to mitigate its negative visual impact and safely secure the site. The screening device shall be scaled accordingly to the height, size, scope, and area of the proposed facility, subject to discretionary review and approval by the Director. Generally, masonry screening walls are required with decorative metal in limited application for visibility, ventilation, and access points. Larger facilities shall also provide large evergreen screening trees every twenty (20) feet on center. Concrete vehicle access shall be provided, in addition to associated easements necessary for development. Any associated utilities shall be buried, with the exception of regional transmission lines.

(f) **Buildings that include Bay Doors.**

- (1) Materials for the main building shall follow the regulations for Commercial Structures (Section 14.04.109).
- (2) Bay doors shall not be parallel to or facing any public right-of-way.

(g) **Open Storage.** All allowed open storage of materials, equipment, or commodities shall be screened in accordance with Section 14.03.301(h), *Open Storage – Permanent or Ongoing* of the zoning ordinance.

14.04.305.....Residential Fences.

(a) **General Requirements.**

- (1) It shall be unlawful for any person to construct or repair a fence not in compliance with the regulations contained herein.
- (2) All fence construction, alterations, additions, or repair require a permit. Repairs not involving posts or not in excess of fifty percent (50%) of any one run, such as replacing pickets or customary maintenance, may be completed without a permit with materials matching the existing fence. If the cumulative effect of a series of repairs over a twelve (12) month period exceeds fifty percent (50%) of any one run or involves post installation, a permit is required.
- (3) Permit fees shall apply as shown on the Master Fee Schedule of the City.
- (4) All fence installers are required to be registered with the City.
- (5) Adequate plans and specifications, which may include a plot plan showing exact materials, easements, location, height, dimensions from property lines, sidewalks, curbs, and location of gates, as determined by the Building Official, must accompany a completed application form.
- (6) Once complete, a final inspection is required and must be scheduled by the installer within five business days of completion.
- (7) Estate properties greater than one (1) acre in size that front onto a right-of-way of sixty (60) feet or more

may install decorative driveway entrances.

- (8) Valid government related facilities, including sports facilities may build fences or screening walls to industry standard and utilize alternate materials and methods, with Director approval.

(b) **Regulations.**

- (1) **Maximum height of residential fences.** Fences shall not be greater than eight (8) feet in height, excluding an allowance for ground clearance and decorative caps.
- (2) **Materials allowed.** No fence material shall be used to construct a fence except for those listed and regulated in this Chapter. Generally, residential fences should only be wooden or black tubular steel (powder coated ornamental iron).
- (3) **Materials prohibited.** Barbed wire, electric, and other injurious fence material is prohibited in the City, unless the property is an agricultural district over one (1) acre in size, legitimately needed for agricultural purposes, or otherwise approved by the Director.
- (4) **Fences that back or side to other residences.** Fences that back or side to another residence may have either side of the fence face the interior of the lot.
- (5) **Fences located on corner lots.** On all corner lots, fences shall not be closer than fifteen (15) feet from the face of any curb, unless otherwise approved by the Director.
- (6) **Fences facing rights-of-way (on back, side, or corners).** All fences erected on side yards of corner lots and reverse corner lots or backing to a right-of-way of shall be cedar, board-on-board, with a decorative cap so that a finished fence side faces the street.
- (7) **Fences located between houses that face the street.** The portion of fence that is parallel to the street and perpendicular to the fence along the side yard must be constructed of cedar, board-on-board, with a decorative cap so that a finished fence side faces the street.
- (8) **Fences in front yards.** Fences and walls are only allowed in front yards up to thirty-six (36) inches in height and must be either: split-rail, wrought iron, picket fence, or decorative masonry wall. Lots over one (1) acre in size are exempt from this regulation, subject to review and approval by the Director. All front yard fences should generally be fifty percent (50%) open, except for walls when allowed.
- (9) **Public rights-of way, easements.** No fence shall be erected on public right-of-way or within any drainage easement, unless otherwise authorized by the Director.
- (10) **Within property lines.** Fences shall not encroach upon any property line (front, side, or rear).
- (11) **Fences adjacent to scenic views.** All fences installed adjacent to a floodplain, creek, or dedicated open space shall be black tubular steel and a minimum of fifty percent (50%) open.

(c) **Wooden Fence Standards.**

- (1) **Vertical posts.** All vertical posts shall be galvanized steel with a minimum two and three-eighths (2 $\frac{3}{8}$) inch diameter, a minimum CS 20 (.095) thickness, and set in a concrete footing.
- (2) **Concrete footings.** Concrete footings shall be a minimum of eight (8) inches in diameter.
- (3) **Spacing of footings.** For fences less than seven (7) feet in height, posts shall be spaced at a maximum of eight (8) feet on center, set in a concrete footing of no less than twenty-four (24) inches deep. For fences that are seven (7) feet or greater in height, posts shall be spaced at a maximum of six (6) feet on center, set in a concrete footing of no less than thirty-six (36) inches deep.
- (4) **Allowed materials & colors.** Residential wood material shall be cedar or white wood, stained a natural brown or earth tone color.
- (5) **Construction.** All materials shall be securely fastened, with vertical boards to horizontal stringers, stringers to vertical posts and top rail, to ensure an ongoing attractive appearance and safe condition, free from rot, rust, vandalism, and other sources of decay.
- (6) **Private residential fence adjacent to a subdivision perimeter wall.** A fence that is parallel to or perpendicular to such wall shall not exceed the height of the adjacent subdivision wall. A fence that is separated from the subdivision screening wall by a public alley or right-of-way is deemed to not be adjacent to the subdivision screening wall. If abutting, the height of the residential fence may transition in height from the height of the subdivision screening wall to the maximum allowable height of the residential fence, provided that the

transition is a smooth rate of increase or decrease and does not exceed a span of sixteen (16) feet in length.

(d) **Required Inspections.**

- (1) Footing inspection. The footing inspection must be completed prior to pouring concrete.
- (2) Final inspection. A final inspection is required and must be scheduled within one (1) week (five (5) business days) of completion.

(e) **Exceptions.**

- (1) Materials. The use of chain link, vinyl, split-rail, and composite materials may be allowed, if constructed to manufacturer's specifications, subject to discretionary review and approval by the Director. Otherwise, these materials are generally prohibited. Existing non-conforming chain link fences may be replaced with similar material.
- (2) Interior fences. Defined as fences within the property fence for specific uses, such as dog runs, swimming pool fences, and other similar situations within the interior of a back yard. These interior fences may be constructed of alternate materials, as long as all exterior and shared fence lines are built to compliance with this section and the alternate interior materials are shorter than the exterior fence and not visible to the public, subject to discretionary review and approval by the Director.
- (3) Gate embellishments. Decorative gate embellishments are allowed; however, they shall not exceed the height of the fence by more than two (2) feet.

(f) **Maintenance.**

- (1) All fences shall be perpetually maintained, repaired, or replaced by the owner. Fences not required by a City ordinance, screening regulation, or other standard shall be either maintained or removed.
- (2) It shall be unlawful and subject to citation should a fence display any of the following conditions:
 - i. Any fence that leans, falls, becomes unstable, or causes damage to other property.
 - ii. Fences that are supported by any means other than the fence post.
 - iii. Missing or loose pickets, broken or missing parts, decayed members.

14.04.306 – 14.06.400Reserved.

ARTICLE IV – SITE DEVELOPMENT STANDARDS
PART FOUR – PARKING & STACKING STANDARDS

14.04.401.....Parking Standards, Generally.

- (a) **Purpose.** The purpose of these regulations is to secure safety from fire, panic, and other dangers; to lessen congestion on public streets; to facilitate the adequate provision of transportation; to conserve the value of buildings; and to encourage the most appropriate use of land. Minimum off-street parking and stacking shall be provided as set forth in the following provisions. The stated goals are supported by the regulations which follow.
- (1) To manage parking so that it is convenient, efficient, and supports an active and vibrant retail and employment environment;
 - (2) To decrease the expansive “seas” of parking common to suburban development, noting that most new development is typically over-parked, resulting in wasted space, unnecessary impervious surface, higher construction costs, and loss of retail square footage;
 - (3) To support the creation of shared parking in order to enable visitors to park once at convenient location and access a variety of commercial enterprises in a pedestrian and bicycle-friendly environment;
 - (4) To provide flexibility for changes in land uses that have different parking requirements within the district.
 - (5) To ensure ease of access to parking;
 - (6) To provide flexibility for the redevelopment of small sites;
 - (7) To acknowledge that transportation options exist, such as shared driving services (such as Uber® and Lyft®), access to scooter and bike services (such as Lime® and Bird®), and county transportation networks that offer alternatives to the use of individual automobiles;
 - (8) To avoid diffused, inefficient, single-purpose reserved parking; and
 - (9) To avoid adverse parking impacts on residential neighborhoods.
- (b) **Parking Regulations.**
- (1) Except for allowed on-street parking, maneuvering of vehicles related to parking shall take place entirely on site or within a mutual access easement. No public right-of-way shall be used for backing or maneuvering into or from a parking space, or for circulation within the parking lot.
 - (2) All off-street parking, maneuvering, and storage areas shall be constructed of concrete in accordance with the parking lot paving requirements in the City’s Code of Ordinances and with any other applicable State or local requirements.
 - (3) Fire lanes shall be provided as required by the adopted Fire Code of the City, and shall be adequately reinforced to withstand heavy vehicle loads, subject to review and approval by the Fire Marshal.
 - (4) No required parking area shall be used for storage of inventory, materials, display, sanitation containers, supplies, or for any other use, except as approved through the site plan process. Under no circumstances shall a required parking space be used for any purpose other than parking except unless specifically approved for temporary use for a special event of limited duration, as approved by the Director.
 - (5) All off-street parking areas shall be kept free of litter, trash, debris, display, vehicle repair operations, and advertising uses.
 - (6) Designated parking areas shall not be used for the repair, storage, dismantling, or servicing (except for normal maintenance of a private vehicle) of vehicles or equipment, or for the storage of materials or supplies, or for any other use in conflict with the designated parking areas.
 - (7) The property owner shall be responsible for adequately maintaining all parking facilities, including paving, striping, elimination of debris, and correction of use violations. Lots shall be free of large cracks, potholes, or other failures, with back-filled curbs, and shall be power-washed when needed.
 - (8) Shared parking may be considered during the site plan process for uses not normally open, used, or operated during the same hours as adjacent uses, or when other special circumstances exist. Owner authorization to use the shared spaces must accompany any such proposal.
 - (9) Shared parking among adjacent uses is encouraged. Labeling individual parking spaces in front of a specific business is prohibited and allowed only with Director approval as all parking spaces are considered to be

“public.”

- (10) Whenever a building or use is changed or enlarged in floor area, number of dwelling units, or otherwise, to create a need for an increase in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change, as determined by the Director.
- (11) Whenever a building is enlarged to the extent of thirty percent (30%) or more in floor area or in the area used, said use shall then and thereafter comply with the parking requirements set forth herein.

(c) **Parking Design.**

- (1) **Parking material.** All vehicular use area, including parking and stacking spaces, and drive aisles shall be constructed of concrete, per the *Engineering Design Standards*. Existing parking areas that are not concrete may maintain or rehabilitate with the existing materials or upgraded materials; however, any associated expansion must be constructed of concrete.
- (2) **Parking space dimensions.** The minimum dimensions for off-street parking shall be as follows:
 - i. Standard parking space: nine feet by twenty feet (9' x 20').
 - ii. Parallel parking space: eight feet by twenty-two feet (8' x 22').
 - iii. Stacking space: ten feet by twenty feet (10' x 20').
- (3) **Drive aisle dimensions.** Refer to the *Engineering Design Standards*.
- (4) **Floodplain.** Any and all required parking spaces shall be located outside the floodplain, unless specifically allowed by the Director of Engineering.
- (5) **Continuous drive aisles.** When a drive aisle in a parking area exceeds 300 feet in length, off-sets, roundabouts, raised crosswalks, or other acceptable traffic calming features may be required.
- (6) **Parking space demarcation.**
 - i. Parking spaces shall be clearly identified by white painted stripes, buttons, tiles, curbs, barriers, or other approved methods. Non-permanent type marking, such as paint, shall be regularly maintained to ensure continuous clear identification of the spaces.
 - ii. No individual business shall designate parking spaces as “reserved” for their business.
- (7) **Dead-end parking.** Dead-end parking rows are generally prohibited; although alternate designs plans with minor modifications may be approved by the Director.
- (8) **Cross access required.** For safety, firefighting purposes, and increased connectivity, cross access between parking areas of adjacent non-residential parcels is required. Properties that abut an undeveloped tract shall provide a paved stub-out for future connections.
- (9) **ADA ramps.** Ramps shall be in accordance to the adopted regulations of the *Americans with Disabilities Act*.
- (10) **Revisions to location or number of spaces.** At no time after initial approval of the parking area layout may changes be made to the location or number of provided spaces, unless approved by the Director.

(d) **Decorative Paving.**

- (1) Decorative paving (integral color stained concrete with the option to be stamped or scored in patterns) shall be provided as follows:
 - i. On-site pedestrian cross-walks, especially those sidewalks intended for ADA use.
 - ii. At the store front entrances of tenant suites.
 - iii. Drive-thrus or drop-off areas.
 - iv. Trail crossings.
- (2) Decorative paving (integral color stained concrete that is stamped or scored in patterns) shall be provided as follows:
 - i. At the entrance of each commercial site when ingress/egress is from a right-of-way in order to provide a sense of “welcome” into the site.
 - ii. At major intersections of one-site drive aisles.
 - iii. At major right-of-way intersections (collectors or arterials) and entrances for residential developments from collectors and arterials.

- (e) **Parking Access from a Public Street – All Districts.** All Parking space configuration, location, arrangement, size, and circulation in all districts shall be constructed according to this section.
- (1) **Entrances to developments.** During the review and approval of a concept plan or site plan, design consideration shall be given to providing entrance and exit drives that provide a protected lane extended within the site to provide adequate queuing of vehicles on the site and reduce the necessity of queuing within the public rights-of-way.
 - (2) **Minimizing traffic congestion.** In all districts, except single-family zoning districts, site layout shall provide for entrance and exit drives appropriately designed and located to minimize traffic congestion or conflicts within the site and that align with adjoining public streets, as approved by the Director.
 - i. Based upon analysis by the City, if projected volumes of traffic entering or leaving a development are likely to interfere with the projected peak traffic flow volumes on adjacent streets, additional right-of-way and paving in the form of a deceleration lane or additional turn lane may be required of a developer in order to reduce such interference.
 - ii. The determination of additional right-of-way or paving requirements shall be made at the time the final site plan is approved.
 - iii. Any additional right-of-way required by the City shall be dedicated to the City with the cost of engineering design, materials, and installation borne entirely by the developer.
 - (3) **No alley access.** Vehicular access to nonresidential uses shall not be permitted from alleys serving residential areas.
 - (4) **“Head-in” or “back-in” parking restrictions.** Head-in or back-in parking spaces that are accessed directly from the street are prohibited in all nonresidential uses except in the DT, Downtown district. Head-in spaces are discouraged in all districts.

14.04.402.....Off-Street Parking Standards – Single Family Detached Residential Districts

- (1) **Parking to be located on lot.** Required off-street parking shall be provided on the same lot as the use it is to serve.
- (2) **Lots fronting rights-of-way 60 feet wide or greater.** Residential lots facing onto rights-of-way that are sixty (60) feet wide or greater shall not have vehicle access to said street or be allowed any front yard driveway cut if the lot is also accessed by an alley.
- (3) **Concrete parking standard exception.** An exception to the concrete parking standard may be made for driveways longer than 200 feet and parking spaces in the AG, Agricultural and SF-E, Single-Family Estate districts. These drives may be constructed of an alternate all-weather surface to be determined by the Director of Engineering and the Fire Marshal.
- (4) **Heavy load vehicles prohibited.** No required parking space, garage, carport, or other automobile storage space in any residential zoning district shall be used for the storage of any heavy load vehicle (see Section 14.01.115, *Other Zoning Ordinance Definitions*).

14.04.403.....Off-Street Parking Standards – Single Family Attached Residential Districts (townhomes, duplexes). Each single family attached unit shall provide a minimum of two (2) enclosed parking spaces and one-half additional space for overflow and visitors.

14.04.404.....Off-Street Parking Standards – Non-Residential & Multi-Family Districts

- (a) **Lighting Provided in Parking Lots.** To prevent nuisance or unsafe situations, parking lots serving multi-family residential developments shall provide sufficient lighting for safe movement to and from vehicles. All parking area lighting shall be designed and operated so as not to reflect or spill over onto adjacent properties.
- (b) **Emergency Access.** For safety and firefighting purposes, free access through to adjacent nonresidential parking areas shall be provided in accordance with the following:

- (1) Location. Fire lanes shall be provided in all multi-family, manufactured home, and nonresidential developments, and in some single-family attached districts, as required by the adopted Fire Code of the City of Celina and the Subdivision Ordinance.
 - (2) Dimension. Fire lanes shall be a minimum width of twenty-four (24) feet of paving, and shall have a minimum inside turning radius at curves of thirty (30) feet, or as required by the adopted Fire Code of the City of Celina unless the adjacent building is three (3) stories in height or taller, in which case the fire lane shall be a minimum of twenty-six (26) feet of paving, and shall have a minimum inside turning radius at curves of thirty (30) feet.
 - (3) Vertical clearance. The minimum overhead vertical clearance over fire lanes shall be fourteen (14) feet for a linear distance of fifty (50) feet on each side (in front of and behind, as a fire apparatus would traverse underneath) of any overhead structure, such as a canopy, roof overhang, or vertical height control device.
- (c) **On-Street Parking Adjacent to Multi-Family Development**. When a public roadway bisects a multi-family residential development, no on-street parking shall be allowed unless the following conditions apply:
- (1) The planned development district regulations specifically call out on-street parking as part of the required parking.
 - (2) The public roadway is designed for on-street parking and is of sufficient right-of-way width to accommodate parking and travel lanes, as determined by the Director of Engineering.
 - (3) The on-street parking includes landscaped bump-outs a minimum of every three (3) parking spaces.
 - (4) Sufficient spaces for visitor parking are provided on site.
 - (5) Crosswalks are provided with protective bump-outs at sidewalk corners and are either painted or constructed of stamped concrete to afford a high degree of visibility for pedestrians, bikers and drivers.
 - (6) The Director has approved the overall parking plan.

14.04.405.....Parking Requirements per Land Use.

- (a) **Intent of Minimum Parking Requirements**. The goal of this ordinance is to reduce the number of parking spaces that will be constructed within the City of Celina in order to reduce the heat island effect, to provide more open space, and less impervious surface area, and, at the same time, provide for adequate parking for most parking needs. It is not the intent of this ordinance to require minimum parking ratios that result in empty parking lots. In many cases, the applicant is encouraged to design the number of parking spaces for the proposed development based on prior knowledge and empirical data acquired by the applicant from previous similar developments. A parking demand analysis may be required to show that the proposed number of spaces will be adequate for most parking situations, subject to the review and approval of the Director. The Director has the final authority over parking requirements.
- (b) **Computation of Parking Spaces**. In computing the number of parking spaces required for any building or development, the following rules shall govern:
 - (1) The term "floor area" means the gross floor area of the specific use.
 - (2) Where fractional spaces result, the parking spaces required shall be constructed to be the next higher whole number.
 - (3) The parking space requirement for a use not specifically mentioned herein shall be the same as required for a use of similar nature, subject to review and approval by the Director.
- (c) **Parking Reduction**. An overall fifteen (15%) parking reduction may be granted to multi-tenant developments that are 15,000 square feet or greater if a traffic study shows that the reduction will not adversely affect the property.
- (d) **Penalty for Overparking**. Where parking exceeds the minimum number of required spaces by more than twenty percent (20%), landscaping of parking areas shall be increased so that planting islands shall not be spaced greater than every ten (10) spaces rather than the normally required twelve (12) spaces.
- (e) **Off-Street Parking**. The following off-street parking ratios apply:

ARTICLE IV, PART FOUR, TABLE 1 MINIMUM REQUIRED PARKING RATIOS	
<i>Land Use</i>	<i>Parking Ratio</i>
Child Care Center	1 space for every 10 students + adequate stacking spaces for drop off
Hotel	1 space per room plus 1 space for every 300 square feet of shared indoor space
Industrial Uses	1 space per 1,000 square feet of floor area
Office, Retail, Commercial Uses	1 space per 250 square feet of floor area.
Restaurant Uses, Free-Standing Site	1 space per 100 square feet of floor area
Shopping Center with Various Uses, including Restaurants	1 space per 250 square feet of floor area.
Single-Family Detached	2 enclosed spaces + 2 additional spaces per unit
Single-Family Attached (townhome, duplex)	2 enclosed spaces + 0.5 additional spaces per unit
Multi-Family	
Studio Unit	1.5 spaces per unit
One-Bedroom Unit	1.5 spaces per unit
Two-Bedroom Unit	2.0 spaces per unit
Three or More Bedroom Unit	2.5 spaces per unit
Overall Parking within Multi-Family	1.8 spaces per total units

14.04.407.....Stacking Standards

- (a) **Intent.** Stacking spaces provide protected access for vehicles to queue prior to receiving a product or service without interfering with normal traffic circulation or parking on-site. At any time a building or structure is erected or altered to include a service window, stacking spaces shall be provided. Land uses that require stacking include, but are not limited to, drive-thru restaurants, drive-thru banking services, drive-thru dry-cleaning and laundry services, car washes, vehicle service bays, and other similar uses that allow customers to receive services or conduct activities on the property without leaving their vehicles. The Director may require a traffic study to determine adequate stacking and queuing requirements for any given development.
- (b) **Minimum Size.** A stacking space shall be an area on a site measuring ten (10) feet by twenty (20) feet with direct forward access to a service window or station of a drive-through facility which does not constitute space for any other circulation driveway, parking space, escape lane or maneuvering area.
- (c) **Location of Stacking Lane.** Stacking lanes shall be located at the side or rear of buildings and should be designed to prevent spill-over traffic into fire lanes or mutual access drives.
- (d) **Minimum Number of Stacking Spaces.** Off-street stacking requirements for drive-through facilities shall be proposed by the applicant and shall be of a sufficient number to adequately provide for those uses that regularly require stacking. The proposed stacking number will be reviewed by Staff, and approved or denied by the Director. One additional stacking space shall be provided after the final window, order board, or stopping point to allow vehicles to pull clear of the transaction area prior to entering any intersecting drive aisle.
- (e) **Distinctive Stacking Markings.** All stacking spaces shall be marked with stamped or stained concrete to differentiate the spaces from drive aisles or parking spaces.
- (f) **Escape Lane.** If the Director deems that an escape lane is necessary by to allow vehicles to exit out of the stacking lane in the event of a stalled vehicle, emergency, or accidental entry, the escape lane shall be of at least eight (8) feet in width and shall have a drivable design (i.e. vehicles can drive over the markings).

14.04.408.....Bicycle Parking.

Bicycle parking is required in non-residential districts in order to encourage the use of bicycles by providing convenient and secure places to park bicycles.

- (a) **Bicycle Parking per Vehicle Parking Spaces.** Bicycle parking shall be provided based on at least one (1) standard bike rack for each development or one (1) bike rack per 100 car parking spaces required, whichever is greater, unless otherwise approved by the Director. No more than three (3) bicycle racks shall be required per development.
- (b) **Bicycle Parking Location.** Required bicycle parking should be located within fifty (50) feet of a public entrance to the building. Bicycle parking may be provided within a building, but the location must be easily accessible by the public.
- (c) **Bicycle Parking to be Included on Site Plans.** Site Plans shall include the location of all proposed bike racks, which are subject to the streetscape architectural standards of the Zoning Ordinance.

14.04.409 – 14.04.500 Reserved.

ARTICLE VI – SITE DEVELOPMENT STANDARDS
PART FIVE - LIGHTING STANDARDS

14.04.501.....Lighting Administration.

- (a) **Purpose & Intent.** The purpose of this Section is to:
- (1) Provide adequate lighting in public spaces to ensure safety.
 - (2) Reduce the problems created by improperly designed and installed outdoor lighting.
 - (3) Eliminate problems of glare on operators of motor vehicles, pedestrians, and land uses.
 - (4) Minimize light trespass and light pollution.
 - (5) Reduce energy and financial costs of outdoor lighting by establishing regulations that limit the area onto which certain kinds of outdoor lighting fixtures may illuminate.
 - (6) Preserve the night sky as a natural resource and people's enjoyment of looking at the sky and stars.
- (b) **Enforcement.** The Director of Development Services or his designee is hereby empowered and directed to administer and enforce the provisions of this Section relating to outdoor lighting.
- (c) **Applicability.**
- (1) **New uses, buildings & additions.** All proposed new land uses or change of uses, developments, buildings, structures, or building additions of thirty percent (30%) or more in terms of additional dwelling units, gross floor area, seating capacity, or other expansion, either with a single addition or cumulative additions subsequent to the effective date of this provision, shall meet the requirements of this Code for the entire property. For all building additions of less than thirty percent (30%) cumulative, the applicant shall only have to meet the requirements of this Code for any new outdoor lighting provided.
 - (2) **Nonconforming use change.** Whenever a nonconforming use, structure, or lot is abandoned for a period of 180 consecutive days and then changed to a new use according to the requirements of Section 14.03.601, *New and Unlisted Uses* of the Zoning Ordinance, then any existing outdoor lighting shall be reviewed and brought into compliance as necessary for the entire building, structure or premises, to the maximum extent possible as determined by the Director.
 - (3) **Prior to code adoption.** Exterior lighting luminaries in existence on the effective date of this Ordinance adoption shall be considered "legally nonconforming." Such fixtures may be repaired, maintained and replaced. The nonconforming bulbs within a fixture shall be replaced in conformance with this Section. However, exterior lighting luminaries existing on the effective date of this Ordinance adoption that are located on private non-residentially used property and are found to direct light or glare to residential properties may be declared a public nuisance if the level of illumination on residential property, which is caused by the luminaries, is greater than one-quarter (¼) foot-candle. Such fixtures shall be altered or replaced to reduce the level of illumination on the residential property to a one-quarter (¼) foot-candle within two (2) months of receiving a written notice of the violation from the City.
 - (4) **Fixture abandonment or damage.** In the event that an outdoor lighting fixture is abandoned or is damaged to the point of requiring repairs for safe operation, the repaired or replacement fixture shall comply with all the provisions of this Code.

14.04.502.....General Requirements.

The following standards shall apply to all exterior lighting except public street lighting and other lighting that is specifically exempted by this Section.

- (a) **Illumination Levels.**
- (1) Multi-family residential uses should average no more than three (3) footcandles, with a maximum of ten (10) footcandles.
 - (2) Non-residential uses, including parking lots, should average no more than six (6) footcandles, with a maximum of fifteen (15) footcandles.
 - (3) Lighting under canopies (such as service stations) and car dealerships shall not exceed forty (40) footcandles. The remainder of the property shall comply with non-residential standards, above.

- (4) Each new development shall adequately illuminate all public parking, site entrances, and pedestrian areas, including perimeter sidewalks at all times, even if the primary use is a day-time only use.
 - (5) The illumination levels contained in the *Illuminating Engineering Society of North America Lighting Handbook*, as amended from time to time, shall be used as a guide for providing minimum and safe illumination levels and measurement methods.
- (b) **Spill-Over.** The limit of illumination on neighboring property from one establishment shall be based on the zoning and/or use of the neighboring property. Maximum computed maintained and maximum measured footcandles at the neighboring property line shall not exceed:
- (1) Zero (0) footcandle for single-family residential attached and single-family detached districts.
 - (2) Three (3) footcandles for multi-family, commercial, agricultural, and industrial districts and rights-of-way.
 - (3) *Exception:* Illumination at interior property lines on contiguous lots in a multi-tenant, non-residential development may exceed the above criteria when necessary to provide constant lighting of adjoining parking areas, fire lanes and interior access roadways as determined by the Director.
 - (4) When a dispute arises regarding the district/use of an adjoining property and the allowed spill-over, the Director's decision shall be binding.
- (c) **Light Pole Standards.**
- (1) **Height.** Lighting standards (i.e. poles) shall be sized in such a manner that the top of any luminary does not exceed thirty (30) feet above adjacent grade. Lighting standards in Industrial zoned districts may be thirty-five (35) feet in height. However, where any industrial, multi-family, or non-residential district light poles are located within 100 feet of a residential district or use, the maximum allowed height is twenty (20) feet. Within the OT, Old Town zoning district, the maximum permitted pole height is twenty (20) feet.
 - (2) **Parking lot light poles.** All free-standing parking lot light poles shall have a maximum six (6) inch tall metal base. If a larger base is proposed, it shall be clad in masonry that matches the adjacent structures. All parking lot poles shall be placed within a landscaped area or other raised bed to distinguish it from the parking spaces and minimize vehicle contact.
- (d) **Light Sources.**
- (1) Light sources or luminaries are prohibited in landscaped buffer areas and within required setback yard areas except on pedestrian walkways, hike & bike trails, and at site entrances.
 - (2) Light for outdoor advertising shall be designed to function as full cutoff-type of luminaries. Lighting intended for outdoor advertising shall be directed downward. The temporary use of lasers and spotlights that project light into the sky may be allowed, subject to the restrictions of temporary outdoor lighting in Section 14.04.503, *Temporary Outdoor Lighting*, below.
 - (3) All luminaries located on non-residential properties shall be designed so that the light source (bulb or lamp) is completely shielded from direct view of at a point three (3) feet above grade on the lot line abutting a residential property. In all other instances, the light source must be completely shielded from direct view of at a point five (5) feet above grade at the lot line.
 - (4) All luminaries and light sources subject to this Section shall be maintained and kept in good working order.
 - (5) Wall lighting may be used to illuminate the pedestrian walkways, entrance areas, and yard areas within thirty (30) feet of the building. No roof lighting shall be used.
 - (6) All luminaries mounted on walls or on freestanding poles must be shielded and be directed downward.
 - (7) Externally illuminated signs, advertising displays, billboards, building identification, and monument signs shall use top mounted light fixtures that shine light downward and that are fully shielded or upward with pin-pointed light which are fully shielded.
 - (8) Outdoor light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a very narrow cone of light for the purpose of confining the light to the object of interest and minimize spill-light and glare.
 - (9) Lighting within or around commercial windows meant to draw attention to the business is prohibited.

- (10) Building facades and architectural features of buildings may be floodlighted or otherwise highlighted when the following conditions are met:
- floodlight fixtures are equipped with shields and are located so as to limit the fixture's direct light distribution to the façade or feature being illuminated;
 - the configuration of the floodlight installation shall block all view to the floodlight fixture's lamp from adjacent properties; and
 - the maximum luminance of any floodlighted surface does not exceed the foot-candles specified in the Illuminating Engineering Society of North America Lighting Handbook for floodlighting surfaces.
- (11) All exterior lighting shall be LED.

14.04.503.....Temporary Outdoor Lighting. Any temporary outdoor lighting that conforms to the requirements of this Section shall be allowed. Non-conforming temporary outdoor lighting may be permitted by the Director only as part of a valid Special Events Permit.

14.04.504.....Photometric Plan.

- (a) **Exterior Lighting Plan.** A photometric plan illustrating the exterior lighting that is proposed or modified shall be submitted to the Development Services Department. The submission shall contain, but not be limited to the following:
- Plans indicating the location of the exterior lighting on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors, and other devices;
 - Description of the illuminating devices (including a visual depiction), fixtures, pole heights, lamps, supports, reflectors, and other devices including, but not limited to, catalog cuts by manufacturers and drawings (including sections where required).
 - The photometric plan shall include a table which indicates the average foot candle measurement, the maximum foot candle measurement (at any hot spots), and the foot candle measurement at the property line.
- (b) **Preparation of the Photometric Plan.** A certified engineer, architect, landscape architect, or lighting engineer/designer shall prepare the plan. The plan shall also contain a certification by the property owner or agent and the preparer of the plan that the exterior lighting depicted on the plan will comply with the requirements of this Ordinance after installation. Once the plan is approved by the Development Services staff, the exterior lighting of the property shall be constructed and installed according to the approved plan.
- (c) **Additional Submission.** The above required plans, descriptions and data shall be sufficiently complete to enable the reviewer to readily determine whether compliance with the requirements of this Section will be secured. If such plans, descriptions and data cannot enable this ready determination, by reason of the nature or configuration or the devices, fixtures, or lamps proposed, the applicant shall additionally submit as evidence of compliance to enable such determination such certified reports of tests as will do so provided that these tests shall have been performed and certified by a recognized testing laboratory.

14.04.505.....Prohibited Lighting. The following are prohibited within the City of Celina:

- (a) **Design of Lighting.**
- "Cobra head" type lighting fixtures that are not shielded and having dished or "drop" lenses or refractors which house light sources other than incandescent light sources.
 - Unshielded light sources, including bare bulbs above fifteen (15) watts.
 - "Acorn" lighting.
 - Decorative entrance lights mounted on a wall adjacent to doorways may be allowed by the Director in spite of not meeting the design requirements listed herein.
- (b) **Moving or Flashing Lighting.**
- Flickering or flashing lights.

(2) Searchlights.

(c) **Types of Lighting.**

- (1) Exposed neon lighting, except for open/closed signs hanging inside a buildings door or window.
- (2) Mercury vapor luminaires.
- (3) Low-pressure sodium (LPS) and high-pressure sodium (HPS) luminaires.
- (4) Metal Halide luminaires.

14.04.506.....Exemptions. The following are exempt from the standards contained in this Ordinance:

- (a) **Decorative Seasonal Lighting.** The decorative seasonal lights shall be removed within a reasonable and customary time.
- (b) **Lighting for Single Family Detached or Single Family Attached.**
 - (1) the lamps have a power rating of less than or equal to seventy-five (75) watts;
 - (2) a cutoff component is incorporated in the design of the luminaries;
 - (3) the lighting level at the property line shall not exceed the maximum level specified within this Section; and
 - (4) the maximum lighting level at the property line may be exceeded in cases where the lamp is turned on and off by a motion sensor and the lamp is not on for a continuous period exceeding ten (10) minutes.
- (c) **Residential Party Lights for Social Gatherings.** Such temporary outdoor lighting includes, but are not limited to, strings of lights and lanterns.
- (d) **Translucent Signs.** Signs of the type constructed of translucent materials and wholly illuminated from within are exempt from the shielding requirement.
- (e) **Emergency Lighting.** Temporary emergency lighting used by police, fire fighters, or other emergency services, as well as all vehicular luminaries. Hazard warning luminaries, which are required by federal and state regulatory agencies.
- (f) **Outdoor Sports Fields.** Because of their unique requirement for nighttime visibility and their limited hours of operations, public and commercial ball diamonds, playing fields, and tennis courts are exempt from the general standards of this section. Private ball diamonds, playing fields, and tennis courts on a single family lot built as an accessory use to the home on that lot are subject to the requirements of this Section. Lighting for these public and commercial outdoor recreational uses shall be LED and shielded to minimize light and glare from spilling over onto residential properties.
- (g) **Exceptions.** The City may vary from these requirements for any municipal project or purpose.

Section 14.04.507 – 14.04.600Reserved.

Zoning Ordinance

City Council

October 8, 2019



Background

- The current Zoning Ordinance has never had a comprehensive review
- The current ordinance is out-of-date and internally inconsistent that is difficult to understand and manage
- This year-long effort is in conformance with the City's Strategic Plan goal to "Plan the City"
- The proposed ordinance was revised with input from Engineering, Planning, Building, Fire, & Legal



Proposed Revisions

ORGANIZATION

- The Zoning Ordinance has been organized into four general articles:
 - Ø Administration
 - Ø Zoning Districts
 - Ø Use Regulations
 - Ø Site Development Standards

Proposed Revisions

ADMINISTRATION

- This article sets up the authority for the Zoning Ordinance, describes the role of various approval boards & commissions, and is the most boiler plate section, legally speaking
- Within the Administration article, the processes for zoning, plats, site plans, and other application types are detailed

Proposed Revisions

- Land Uses and their definitions have been updated
- Processes have been modified to comply with State law
- “CUP” has been changed to the industry standard of “SUP” (Specific Use Permit) with the process remaining the same (i.e. similar to a zoning change), in order to be less confusing for our customers

Proposed Revisions

ZONING DISTRICTS

- The Zoning Ordinance includes both “current” zoning districts and “obsolete” zoning districts
- This confusing dichotomy is eliminated in the proposed Zoning Ordinance, with all the current and obsolete districts being consolidated into more efficient and understandable designations
- The following chart indicates the new structure

FORMER & PROPOSED ZONING DISTRICTS		
Former & Obsolete Zoning Classifications	New Zoning Classification	Zoning Description
SINGLE-FAMILY ZONING DISTRICTS		
SF-E	SF-E	Single-Family Residential Estate District
SF-15, SF-10, SF-9, SF-7.5, and SF-R	SF-R	Single-Family Residential Detached District
PH, 2F, and TH	SF-A	Single-Family Residential Attached District
MH	SF-M	Single-Family Residential Manufactured Home District
OT-R	DT	Downtown District (future)
MULTI-FAMILY ZONING DISTRICTS		
MF1	MF-1	Multi-Family Garden Style District
MF2	MF-2	Multi-Family Urban Edge District
MF2	MF-3	Multi-Family Urban Living District
NON-RESIDENTIAL ZONING DISTRICTS		
CF	CF	Community Facilities District
C-1, C-2, B-1, B-2, B-3, B-4, ONS, and RO	C	Commercial, Office, & Retail District
I-1, I-2, and HI	I	Industrial District
AG	AG	Agricultural District
MU-1, MU-2	MU	Mixed Use District
HD	DT	Downtown District (future)



Proposed Revisions

ZONING DISTRICTS

- The single family estate district is retained unchanged for large lot homes (1 acre or more)
- A generic single family district is proposed that is more market-based, establishes a density cap, and allows greater flexibility of layout
- It is intended that this zoning district is sufficiently relevant to reduce the need for planned developments on every project

Proposed Revisions

- Three multi-family districts are proposed:
 - Ø Garden Style – typical suburban layout
 - Ø Urban Edge – buildings closer to the street with interior surface parking
 - Ø Urban Living – highest density suitable for urbanized, mixed-use destination centers and typically with structured parking

Proposed Revisions

- One non-residential, retail district is proposed
- One industrial district is proposed with heavy or intense industrial uses requiring additional scrutiny through the SUP process
- Most auto-related land uses (gas stations, auto repair, car washes) are proposed to require an SUP from Council as well



Proposed Revisions

- One mixed-use district has been retained which should reduce the number & complexity of future planned developments and also offer a base zoning district that the City believes meets the needs of both the development community and the City
- The Preston Road Overlay is simplified, as many of its features are now in the base zoning ordinance
- The Dallas North Tollway Overlay is retained unchanged

Proposed Revisions

- A new Collin County Outer Loop Overlay is proposed to protect this regionally significant corridor
- OT-R, Old Town Residential and the HD, Historic District zoning districts are unchanged in this document
- Ideation Planning is currently drafting the new zoning regulations for downtown, as recommended by the Downtown Master Plan



Proposed Revisions

USE REGULATIONS

- The Schedule of Uses has been streamlined and color coded to be more user-friendly
- Greater building setbacks and wider landscape buffers apply to larger and taller buildings when adjacent to residential
- In general, the market will determine the type of land use based on location, roadway access, and size of the tract, while universal commercial design standards ensure quality aesthetics and functionality



Proposed Revisions

SITE DEVELOPMENT

- This article includes architectural standards, landscaping, screening, parking, lighting, and other matters that relate to the development of a site
- These universal standards were modernized for improved community aesthetics
- Standard “enhancements” commonly associated with PDs were incorporated into the Zoning Ordinance

Process of Adoption

- The proposed Zoning Ordinance was brought to the City Council and Planning & Zoning Commission as worksession items on August 13th and August 20th, respectively
- During the September 17th P&Z public hearing, one citizen had general questions that were answered during the meeting by Staff
- No one spoke in opposition

Process of Adoption & Recommendation

- At the regular meeting of the Planning & Zoning Commission held on September 17, 2019, the Commission voted unanimously to recommend approval of the proposed Zoning Ordinance
- Following tonight's public hearing, Staff recommends approval as presented





Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: October 8, 2019
 Re: Parks at Wilson Creek Revised DA

Action Requested:

The Celina City Council will Conduct a public hearing to consider testimony and act upon a request to revise an existing development agreement to modify development standards to allow for a master planned single-family residential development on an approximately 701 acre tract of land, generally located on the east side of CR 87 (future Coit Road) and centered on the eastward extension of Sunset Boulevard within the City Limits. (Parks at Wilson Creek Revised Development Agreement) (McAfee)

Owner:

The Parks at Wilson Creek, L.P.
 c/o The Cambridge Companies, Inc.
 8750 N. Central Expressway, Suite 1735
 Dallas, TX 75231

Background Information:

The proposed revised development agreement is for approximately 701 acres, generally on the east side of CR 87 (future Coit Road) and south of future Ousley Boulevard. The DA outlines the development of a single-family residential community. The revised development agreement modifies certain obligations (specifically related to roadway improvements, utilities, and fees) and requires additional enhancements and design standards, thereby establishing the responsibilities of both the developer and City.

Board Review/Citizen Input:

At the September 17, 2019 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on September 20, 2019.

Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

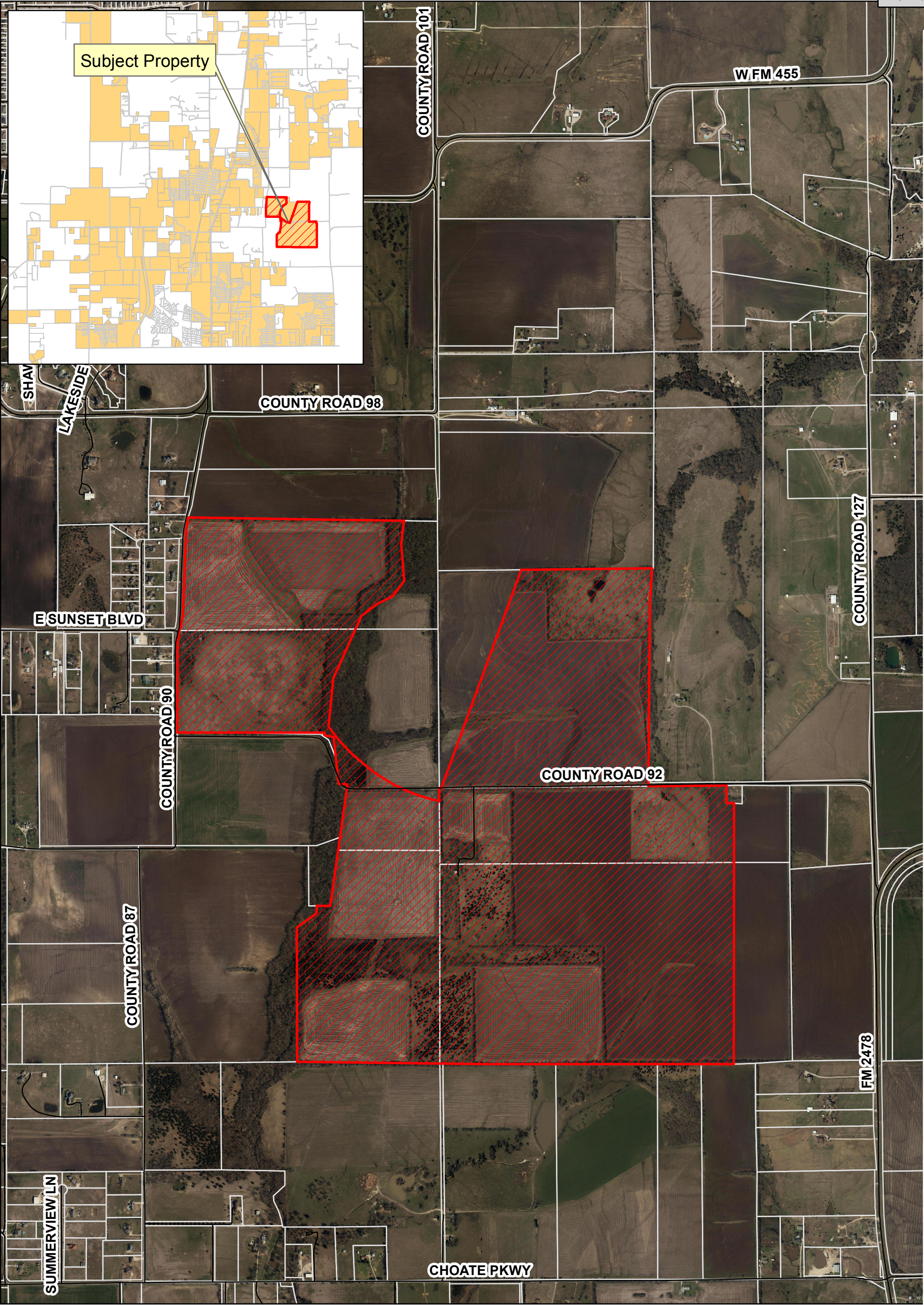
Supporting Documents:

- Location Map

- Revised Development Agreement

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Parks at Wilson Creek Revised DA)



The Parks at Wilson Creek Location Map

Date: 9/3/2019

Legend

- Roads
- Parks at Wilson Creek
- Parcels

North arrow pointing North (N), South (S), East (E), and West (W).

Scale bar: 0, 1,000, 2,000 Feet

Packet Pg. 342

**FIRST AMENDMENT TO AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**
(The Parks at Wilson Creek)

This First Amendment to Amended and Restated Development Agreement (this “Amendment”) is made and entered into as of the ____ day of _____, 2019 (the “Effective Date”), by and between THE CITY OF CELINA, TEXAS (the “City”), a home rule municipality located within Collin County, Texas, THE PARKS AT WILSON CREEK, L.P., a Texas limited partnership (the “Owner”) (the City and the Owner are each individually, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, this Amendment amends that certain Amended and Restated Development Agreement between the Parties that was entered into as of the 9th day of September, 2015 (the “Development Agreement”) and recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20150917001181966, and nothing herein is intended to amend any other agreements between the Parties; and

WHEREAS, the Development Agreement governs two tracts of land in the City of Celina, Collin County, Texas, one containing 540 acres and the other containing 161 acres (as defined in the Development Agreement, the “Property”); and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Development Agreement unless otherwise defined herein; and

WHEREAS, the Parties desire to amend the Development Agreement to eliminate the Perimeter Road Improvements provisions and modify their respective obligations to incorporate their respective obligations pertaining to the Roadway Improvements (hereinafter defined), the oversizing of certain on-site water and sanitary sewer facilities, the installation of an offsite water line, Park Fees (hereinafter defined), and Capital Recovery Fees (hereinafter defined); and

WHEREAS, the Parties intend for the Developer’s obligations related to the Perimeter Road Improvements under the Development Agreement to be replaced in their entirety with the roadway obligations in Section 4 of this Amendment, and do not intend for the costs associated with the construction of Sunset Boulevard, as described in Section 4 of this Amendment, to be financed under the PID Act except to the extent such costs are not reimbursed in accordance with this Amendment pursuant to the authority of Chapter 380, Texas Local Government Code; and

WHEREAS, the City and Celina 682 Partners, L.P. entered into that certain Amended and Restated Development Agreement governing an approximate 682-acre tract of land, which agreement was effective October 23, 2014, as well as amendment to such agreement approved by the City of Celina City Council on April 10, 2018 (as amended, the “Celina 682 Agreement”); and

WHEREAS, Section 3.08 of the Celina 682 Agreement provides for the payment of a \$1,600,000 fee to the City, of which \$1,400,000 is required to be used by the City to fund certain construction costs associated with Sunset Boulevard from Preston Road to Roseland Boulevard as described in this Amendment (the “Sunset Boulevard Construction Funds”); and

WHEREAS, the remaining \$200,000 of the \$1,600,000 fee required by the Celina 682 Agreement will fund a portion of the City Park costs described in Section 3 of this Amendment; and

WHEREAS, the Owner has fulfilled all of its obligations related to the decertification of the Property and the City Park property from the Marilee CCN pursuant to the terms of Section 3.08 of the Development Agreement, and all funds escrowed for such purpose have been properly disbursed; and

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

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

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

ARTICLE I AMENDMENTS

1. LED Lighting. If the electric service provider to the Property provides an option to use LED lighting, then the Owner agrees to install LED street lighting within the Development

2. Landscape Buffer. The Development Agreement is hereby revised to reduce the landscape buffer along the Outer Loop to a minimum of 40-feet in width, provided an average width of at least 50-feet is provided within the boundaries of the Property.

3. Exclusive Fees. Section 3.08 of the Development Agreement is hereby revised in its entirety to read as follows:

“3.08 Exclusive Fees. Except as specifically described below, the Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City, except for outdoor warning device fees and technology fees.

a. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, technology fees and other capital recovery fees shall be charged against the Property other than park fees in an amount not exceeding \$1,500 per residential dwelling unit (the “Park Fees”), technological fees in the amount of \$500 per lot, and capital recovery fees of \$5,500 per lot (the “Capital Recovery Fees”). All Capital Recovery Fees shall be deposited into a segregated account and earmarked to reimburse the Owner for the Reimbursement in accordance with Article V below. All Park Fees shall be deposited into a segregated account and earmarked for the purpose stated in Section 3.08.c. below. Any Capital Recovery Fees in excess of those needed for the Reimbursement as contemplated by this Amendment may be utilized by the City as it may determine in its sole discretion.

b. In exchange for being exempt from the City's outdoor warning device fee required by City ordinance, Owner agrees to pay City, on or before the date PID bonds are issued by the City for any part of the Development, a one-time fee in the amount of \$40,000 to be used by the City solely for the purpose of installing outdoor warning devices. The City agrees that the outdoor warning device will not be placed on the Property and anticipates placing the outdoor warning device on park property owned by the City that is adjacent to the Property in the most northwesterly corner thereof as is reasonably practicable.

c. The City shall deposit the \$1,500 per residential dwelling unit park fees generated from Mustang Lakes (including Phase 2 thereof), Cambridge Crossing and the Development, excluding the Sunset Boulevard Construction Funds to be rebated to the Owner in accordance with Section 5.01.f.2. below, and including the remaining \$200,000 of the \$1,600,000 fee required to be paid to the City under the Celina 682 Agreement (collectively, the "Collective Park Fees"), into a segregated account and shall use such Collective Park Fees for the sole purpose of planning and developing the 100-acre City Park adjacent to the Development (the "City Park"). Immediately following the Effective Date of this Amendment, the City shall commence the planning process for the City Park, including the creation of a concept plan for the City Park. The City shall commence development of the initial phase of the City Park as soon as the City has collected at least \$2,000,000 in Collective Park Fees, provided there is roadway access, and water and sewer availability, to the City Park."

4. Road and Utility Infrastructure. Article V of the Development Agreement shall be replaced in its entirety with the following new Article V:

"ARTICLE V ROAD AND UTILITY INFRASTRUCTURE

5.01 Roadway Improvements. Certain thoroughfare and other roadway improvements are necessary and beneficial to the Development, and are described below in this Section 5.01 (the "Roadway Improvements"). With the exception of the Roadway Improvements described below, no off-site or perimeter Roadway Improvements are required to be constructed in connection with the use or development of the Property.

a. Sunset Boulevard from Preston to Coit. The City will permit Owner to construct with Phase 1 of the Development two lanes (one lane in each direction) of Sunset Boulevard from Preston Road to Coit Road, consisting of a 28-foot, 9-inch thick pavement section, but flared to four lanes at the intersections of Preston Road and Coit Road (the "Preston to Coit Section") as generally shown on Exhibit A, and including a roundabout at the intersection of Sunset Boulevard and Coit Road. The two lanes shall either be the northern two lanes or the southern two lanes, at the City's discretion; however, if the City chooses the southern two lanes, then the City shall be responsible for, and shall pay on a current basis as incurred, any costs associated with the relocation of utilities necessary for the construction of the southern two lanes (which utilities include, without limitation, any Marilee water lines, any overhead power lines and any underground transmission lines). The City agrees to increase the width of the right-of-way for this roadway section from 90 feet to 100 feet by shifting the current centerline of the right-of-way 5 feet to the south and the current southern right-of-way line 10 feet to the south. The right-of-way shall contain a parkway sufficient for a 10-foot wide trail; however, the Owner shall not be obligated to construct or fund such trail. The Owner may include ornamentation (but no signage) and/or landscaping and irrigation improvements within the centerpiece of the aforesaid roundabout which, if included, shall be maintained by the homeowners association formed to manage the Development.

b. Sunset Boulevard from Coit to Roseland and 12-Inch Water Line. The City will permit Owner to construct with Phase 1 of the Development the northern two lanes (one lane in each direction) of Sunset Boulevard from Coit Road to Roseland Boulevard, consisting of a 28-foot, 9-

inch thick, pavement section (the “Coit to Roseland Section”), and, subject as set forth below, with a 10-foot wide trail on the north side of the roadway and a 6-foot wide trail on the south side of the roadway, all within a 100-foot wide right-of-way as generally shown on Exhibit A. The right-of-way will also contain a 12-inch diameter water line, to be constructed by the Owner, to serve the Property, which water line shall be an On-Site Public Improvement. Notwithstanding anything to the contrary set forth above, all trails are to be constructed concurrently with the development of the phase of single family lots on the portion of the Property adjacent to the trails. The Owner shall also construct a roundabout at the intersection of Sunset Boulevard and Roseland Drive, within the centerpiece of which the Owner reserves the right to include ornamentation (but no signage) and/or landscaping and irrigation improvements to be maintained by the homeowners association formed to manage the Development.

c. Residential Streets. All local residential streets (non-thoroughfares) shall consist of a 29-foot wide, 6-inch thick pavement section with 5-foot wide sidewalks on both sides, all within a 50-foot wide right-of-way. All sidewalks are to be constructed concurrently with the construction of homes on the portion of the Property adjacent to the sidewalks.

d. Roseland South of Sunset. Roseland Boulevard south of Sunset Boulevard shall consist of an undivided, four lane (two lanes in each direction), 55-foot wide, 8-inch thick, pavement section, and a 6-foot wide trail on both sides, all within a 75-foot wide right of way as generally shown on Exhibit “A”. All trails are to be constructed concurrently with the development of the phase of single family lots on the portion of the Property adjacent to the trails. Owner shall include a median at the intersections of Roseland Boulevard with each of Sunset Boulevard and the Outer Loop, within which median the Owner reserves the right to include ornamentation and/or landscaping and irrigation improvements to be maintained by the homeowners association formed to manage the Development.

e. Roseland North of Sunset. Owner’s obligation with respect to Roseland Boulevard north of Sunset Boulevard shall consist only of the two eastern lanes thereof (one lane in each direction), with a 27.5-foot wide, 8-inch thick, pavement section, and a 6-foot wide trail along the east side thereof, all within a 37.5-foot wide right of way as generally shown on Exhibit “A”. This pavement section shall require only one curb along the easternmost lane. All trails are to be constructed concurrently with the development of the phase of single family lots on the portion of the Property adjacent to the trails. Owner shall include a median at the intersection of Roseland Boulevard with Sunset Boulevard, within which median the Owner reserves the right to include ornamentation and/or landscaping and irrigation improvements to be maintained by the homeowners association formed to manage the Development.

f. Current Portion of Sunset.

1. Construction. The City will permit Owner to construct the Preston to Coit Section and the Coit to Roseland Section of Sunset Boulevard (collectively, the “Current Portion of Sunset”) in connection with Phase 1 of the Development. The Current Portion of Sunset shall be a Public Improvement financed under the PID Act to the extent the costs thereof are not reimbursed in accordance with Section 5.01.f.2. below.

2. Owner Reimbursement. The City agrees to reimburse (i) the Owner for its actual construction cost (but not including the design costs which shall continue to be paid by the City and shall not be included in the construction costs or in the soft costs described below) to construct the Preston to Coit Section, plus an additional 15-percent in soft costs, and (ii) the Owner’s actual construction cost (but not including the design costs which are included within the soft costs described below) to construct the Coit to Roseland Section (but not including the 10-foot trail on the north side thereof) adjacent to the City Park (hereinafter defined), plus an additional 20-percent in soft costs, as well as a set amount of interest on both sections in the aggregate amount of \$506,017 (collectively, the “Current Portion Construction Cost”), which reimbursement shall not exceed \$5,279,465 (the “Current Portion Maximum Reimbursement”). The City agrees to reimburse the Current Portion Construction Cost up to the Current Portion Maximum Reimbursement by rebating to the Owner \$1,400,000 in Sunset Boulevard Construction Funds and up to \$3,879,465 in Capital Recovery Fees (hereinafter defined) pursuant to its authority under Chapter 380 of the Texas Local Government Code (the “Current Portion Reimbursement”). The Current Portion Reimbursement shall be reimbursed to Owner in the following manner: (a) the Sunset Boulevard Construction Funds shall be paid or reimbursed to Owner in a typical construction draw fashion for hard construction costs (exclusive of design costs) as the improvements are constructed, and (b) the Capital Recovery Fees shall be rebated to Owner on a quarterly basis as received by the City starting three months after the date the City accepts the Current Portion of Sunset. The City shall, to the extent the Capital Recovery Fees are not sufficient to do so, make a minimum annual payment to the Owner equal to one sixth of the Current Portion Construction Cost, not to exceed the Current Portion Maximum Reimbursement, less the Sunset Boulevard Construction Funds (the “Current Portion Minimum Annual Payment”), with the first payment due one year following the date the City accepts the Current Portion of Sunset. The quarterly payments of Capital Recovery Fees for the year will apply against the Current Portion Minimum Annual Payment and, as applicable, the Future Portion Minimum Annual Payment (hereinafter defined) and the Utility Improvement Minimum Annual Payment (hereinafter defined) (collectively, the “Minimum Annual Payment”) for that year, and if the Capital Recovery Fees for that year exceed the Minimum Annual Payment for that year, then the excess will cumulate and apply to subsequent Minimum Annual Payments as necessary. All Capital Recovery Fees collected by the City will be deposited into a segregated account and dedicated to the payment to the Owner of the Current Portion Reimbursement and, as applicable, the Future Portion Reimbursement (hereinafter defined) and the Utility Improvement Reimbursement (hereinafter defined) (collectively, the “Reimbursement”), until the Reimbursement has been paid in full. The Reimbursement is illustrated on Exhibit “B”.

g. Future Portion of Sunset

1. Construction. As dictated by the needs of the Development, and if not already constructed or under construction, upon Owner's request, the City will permit Owner to construct two lanes (one lane in each direction) of Sunset Boulevard from the eastern boundary of the Development to Custer Road (the "Future Portion of Sunset"), the costs of which will be reimbursed to Owner in accordance with Section 5.01.g.2. below. The Future Portion of Sunset will consist of a 28-foot wide, 9-inch thick, pavement section. Owner shall have no obligation to construct or fund any sidewalks or trails along the Future Portion of Sunset. The Future Portion of Sunset shall be a Public Improvement financed under the PID Act to the extent the costs thereof are not reimbursed in accordance with Section 5.01.g.2. below.

2. Owner Reimbursement. If the Owner constructs the Future Portion of Sunset, then the City agrees to reimburse the Owner for its actual construction cost (but not including the design costs which are included within the soft costs described below) to construct same, plus an additional 20-percent in soft costs, as well as a set amount of interest in the amount of \$334,234 (collectively, the "Future Portion Construction Cost"), which reimbursement shall not exceed \$2,562,459 (the "Future Portion Maximum Reimbursement"). The City agrees to reimburse the Future Portion Construction Cost, not to exceed the Future Portion Maximum Reimbursement, by rebating Capital Recovery Fees to the Owner pursuant to the City's authority under Chapter 380 of the Texas Local Government Code (the "Future Portion Reimbursement"). The Future Portion Reimbursement shall be reimbursed to the Owner on a quarterly basis starting three months after the date the City accepts the Future Portion of Sunset, or on the next quarterly payment due date with respect to the Current Portion Reimbursement, whichever occurs first. The City shall be obligated to make a minimum annual payment to the Owner of one sixth of the Future Portion Construction Cost (the "Future Portion Minimum Annual Payment"), not to exceed the Future Portion Maximum Amount, with the first payment due one year following the date the City accepts the Future Portion of Sunset.

h. Coit Road. The Owner shall design and construct Coit Road as a 28-foot, 9-inch thick, pavement section, within the eastern half of the right-of-way, to the extent immediately adjacent to the Property, as shown on Exhibit "A" (the "Coit Road Improvements"). Construction of the Coit Road Improvements shall be required only in conjunction with the construction of the immediately adjacent phase development within the Property.

5.02 Water and Sewer Utility Improvements. Certain water and sewer utility improvements are necessary and beneficial to the Development, and are described below in this Section 5.02 (the "Utility Improvements"). With the exception of the Utility Improvements described below, no off-site or perimeter Utility Improvements are required to be constructed in connection with the use or development of the Property.

a. Construction. In connection with Phase 1 of the Development, Owner will construct, and the City will permit Owner to construct, the Utility Improvements, consisting of (i) an oversized on-site sewer line from 21" to 18" to 15" from south to north within the Property (the "Oversized Sewer Line") and (ii) an offsite 12" water line generally extending along the future alignment of Roseland Boulevard to Choate Parkway and then an offsite 18" water line generally extending west along the north side of Choate Parkway from Roseland Boulevard to the western boundary line of a tract described as ABS A09779 Levin Routh Survey, Tract 11, 122.759 acres $\pm$ (the "Offsite Water Line"), and extending southerly to the south side of Choate Parkway, as generally shown on Exhibit "A". The City shall be responsible for extending (or causing to be extended) the 18" water line from the aforesaid western boundary line to the existing 24-inch water line in Coit Road, as generally shown on Exhibit "A". The Utility Improvements shall be a Public

Improvement financed under the PID Act to the extent the costs thereof are not reimbursed in accordance with Section 5.02.b. below.

b. Owner Reimbursement. The City agrees to reimburse the Owner for its actual construction cost to construct (i) the oversizing of the Oversized Sewer Line, plus an additional 20-percent in soft costs, and (ii) the Offsite Water Line, plus an additional 20-percent in soft costs, as well as a set amount of interest on both in the aggregate amount of \$343,652 (collectively, the “Utility Improvement Construction Cost”), which reimbursement shall not exceed \$2,634,665 (the “Utility Improvement Maximum Reimbursement”). The City agrees to reimburse the Utility Improvement Construction Cost, not to exceed the Utility Improvement Maximum Reimbursement, by rebating Capital Recovery Fees to the Owner pursuant to the City’s authority under Chapter 380 of the Texas Local Government Code (the “Utility Improvement Reimbursement”). The Utility Improvement Reimbursement shall be reimbursed to the Owner on a quarterly basis starting three months after the date the City accepts the Utility Improvements, or on the next quarterly payment due date with respect to the Current Portion Reimbursement, whichever occurs first. The City shall be obligated to make a minimum annual payment to the Owner of one sixth of the Utility Improvement Construction Cost, not to exceed the Utility Improvement Maximum Reimbursement (the “Utility Improvement Minimum Annual Payment”), with the first payment due one year following the date the City accepts the Utility Improvements.”

5. Concept Plan, Technical Site Plan and Development Regulations. Notwithstanding anything contained in the Development Agreement to the contrary, Exhibit “C” (Concept Plan) and Exhibit “D” (Development Regulations) of the Development Agreement are hereby deleted in their entirety and replaced with Exhibit “C-1” (Concept Plan), Exhibit “C-2” (Technical Site Plan) and Exhibit “D” (Development Regulations) attached hereto and made a part hereof for all purposes. Section 3.01(a) of the Development Agreement is hereby deleted in its entirety and replaced with the following new Section 3.01(a): “(a) the Concept Plan and Technical Site Plan attached, respectively, as Exhibits “C-1” and “C-2” to this Agreement”. Furthermore, the definition of Governing Regulations set forth in Section 3.01 of the Development Agreement is hereby amended to add “Technical Site Plan” and Building Standards (as defined in Section 9 below) to the definition of Governing Regulations. If any conflict or inconsistency exists between or among the Development Agreement (as amended hereby), the Concept Plan, the Technical Site Plan, the Development Regulations and any of the other Governing Regulations, then the Development Agreement (as amended hereby), the Concept Plan, the Technical Site Plan and the Development Regulations shall control with respect to any such conflict or inconsistency.

6. Amenity Centers. The Development will include, at a minimum, a primary, centrally located amenity center (the “Primary Amenity Center”) and a secondary amenity center (the “Secondary Amenity Center”). The Primary Amenity Center and Secondary Amenity Center will each include, at a minimum, a pool, covered changing and restroom facility, shade structure and playground. The Primary Amenity Center will additionally include at least one sport court. Until the Primary Amenity Center has been completed as evidenced by the City’s issuance of a certificate of occupancy therefor, the City may withhold the issuance of additional building permits for construction of any homes within the Development beyond the issuance of the building permit for the 500th home within the Development. Construction of the Secondary Amenity Center shall commence concurrently with, or immediately following the completion of, the phase of single family development adjacent to the site of the Secondary Amenity Center, and shall be completed in a diligent manner thereafter to completion. The Secondary Amenity Center shall be completed, as evidenced by the City’s issuance of a certificate of occupancy therefor, within eighteen (18) months following construction commencement thereof.

7. Natural Gas Lines. Simultaneously with the construction of each phase of lots within the Development, Owner shall cause the natural gas franchise provider to install natural gas lines to the perimeter of each lot being constructed. The natural gas lines shall be adequately sized to serve the intended use of the lot.

8. School Site. The school site shown on **Exhibits “C-1” and “C-2”** attached hereto may not be developed for any use other than as an elementary school unless: (a) the City Manager consents to a use other than an elementary school, or (b) the Celina Independent School District (“Celina ISD”) has not commenced construction of the elementary school on the site by the fifth anniversary date of the extension of water, sewer and road infrastructure to the perimeter boundary of the site, as evidenced by the City’s acceptance of such infrastructure, or (c) Celina ISD has released in writing the site from further consideration as a location for an elementary school.

9. Building Codes, Fire Codes and Building Materials. *As consideration for the impact fees being waived for the Property, Owner has requested that **Exhibit “D”**, the City-adopted building codes and local amendments, the City-adopted fire codes and local amendments, and the City’s building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances (collectively the “Building Standards”) apply to the Property for the Term of the Development Agreement, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may subsequently be amended.*

10. Marilee CCN Provisions. The City hereby acknowledges and agrees that Owner has fulfilled all of its obligations related to the decertification of the Property and the City Park property from the Marilee CCN pursuant to the terms of Section 3.08 of the Development Agreement, and that all funds escrowed for such purpose have been properly disbursed. The City agrees that if public improvement district bonds are issued for eligible improvements benefitting the Property, the costs incurred by Owner in connection with the decertification of the Marilee CCN as aforesaid shall be included in the first phase PID Bonds issued as a reimbursable cost to Owner, unless prohibited or limited by law or other restrictions.

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

12. Notices. All notices required or contemplated by the Development Agreement or this Amendment (or otherwise given in connection with the Development Agreement or this Amendment) (a “Notice”) shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City:	Attn: Jason Laumer, City Manager City of Celina 302 W. Walnut St. Celina, Texas 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
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With a copy to: Attn: Lance Vanzant
 Hayes, Berry, White & Vanzant, LLP
 512 W. Hickory St., Ste. 100
 Denton, TX 75206
 E-mail: lvanzant@hbvwlaw.com
 TEL: (940) 387-3518
 FAX: (866) 580-1744

With a copy to: Attn: Julie Fort
 Messer, Fort & McDonald, P.L.L.C.
 6351 Preston Rd., Ste. 350
 Frisco, Texas 75034
 E-mail: julie@txmunicipallaw.com
 TEL: (972) 668-6400
 FAX: (972) 668-6414

To the Owner: Attn: Mr. James J. Melino
 The Parks at Wilson Creek, L.P.
 c/o The Cambridge Companies, Inc.
 8750 N. Central Expressway, Suite 1735
 Dallas, Texas 75231
 E-mail: jmelino@cambridgecos.com
 TEL: (214) 691-2556
 FAX: (214) 691-0682

With a copy to: Attn: Ms. Misty Ventura
 Shupe Ventura, PLLC
 9406 Biscayne Blvd.
 Dallas, Texas 75218
 E-mail: misty.ventura@svlandlaw.com
 TEL: (214) 328-1101
 FAX: (800) 519-3768

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

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

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

16. Exhibits. The following Exhibits are attached to this Amendment and are part of this Amendment:

<u>Exhibit "A"</u>	Roadway and Utility Line Improvement Illustration
<u>Exhibit "B"</u>	Illustration of the Structure of the Reimbursement
<u>Exhibit "C-1"</u>	Concept Plan
<u>Exhibit "C-2"</u>	Technical Site Plan
<u>Exhibit "D"</u>	Development Regulations

[Signature Pages Follow]

Attachment: Proposed Development Agreement (Parks at Wilson Creek Revised DA)

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

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On _____, 2019, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

Notary Public in and for the State of TEXAS

Attachment: Proposed Development Agreement (Parks at Wilson Creek Revised DA)

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

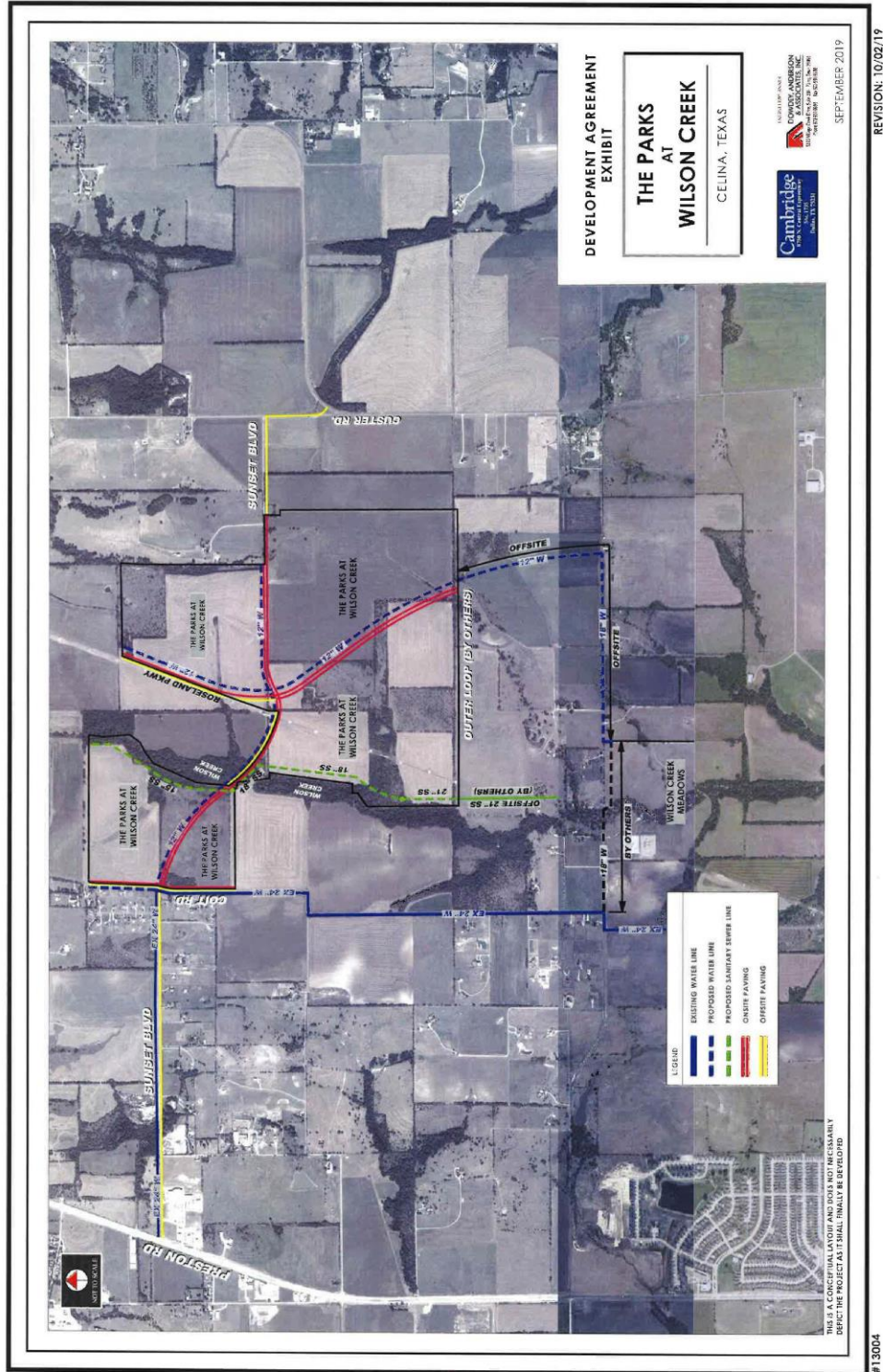
This instrument was acknowledged before me on _____, 2019, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as the Manager of The Parks at Wilson Creek GP, LLC, a Texas limited liability company, on behalf thereof as the General Partner of The Parks at Wilson Creek, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of TEXAS

Exhibit "A"

Attachment: Proposed Development Agreement (Parks at Wilson Creek Revised DA)

Roadway and Utility Line Improvement Illustration



Attachment: Proposed Development Agreement (Parks at Wilson Creek Revised DA)

Exhibit "B"

Illustration of the Structure of the Reimbursement

Overseize Sewer and Offsite Water Lines (City Share)									
Construction Cost									\$1,909,177
Soft Cost (20%)									\$381,835
Plus Interest Carry									\$2,291,013
Total Overseize Sewer and Offsite Water									\$4,582,025
Sunset - Current Portion (City Share)									\$439,111
Preston to Coit Section									
Construction Cost									\$2,457,598
Soft Cost (15%)									\$370,140
Coit to Roseland Section									\$2,837,738
Construction Cost									\$1,613,092
Soft Cost (20%)									\$322,618
Plus Interest Carry									\$1,935,710
Total City Share (Current Portion of Sunset)									\$4,773,448
Less Sunset Boulevard Construction Funds									(\$1,400,000)
Net total City Share (Current Portion of Sunset)									\$3,373,448
Plus Interest Carry									\$506,017
Sunset - Future Portion (City Share)									\$3,879,465
Construction Cost									\$1,856,854
Soft Cost (20%)									\$371,371
Plus Interest Carry									\$2,228,225
Total Future Portion of Sunset (City Share)									\$334,234
Capital Recovery Fees:									\$5,500
Assumed Building Permits per year:									200
Available to pay									\$1,100,000
Overseize/Offsite Sewer/Water									
\$439,111	\$646,578	\$0	\$1,085,688	\$1,100,000	\$1,100,000	\$0	\$5,414,130	year 1	\$6,514,130
\$439,111	\$646,578	\$0	\$1,085,688	\$1,100,000	\$1,100,000	\$0	\$4,314,130	year 2	\$4,314,130
\$439,111	\$646,578	\$0	\$1,085,688	\$1,100,000	\$1,100,000	\$0	\$3,214,130	year 3	\$3,214,130
\$439,111	\$646,578	\$0	\$1,085,688	\$1,100,000	\$1,100,000	\$0	\$2,114,130	year 4	\$2,114,130
\$439,111	\$646,578	\$0	\$1,085,688	\$1,100,000	\$1,100,000	\$0	\$1,014,130	year 5	\$1,014,130
\$0	\$0	\$427,076	\$427,076	\$1,100,000	\$1,100,000	\$0	\$2,476,588	year 6*	\$2,476,588
\$0	\$0	\$427,076	\$427,076	\$1,100,000	\$1,100,000	\$0	\$1,376,588	year 7	\$1,376,588
\$0	\$0	\$276,588	\$276,588	\$1,100,000	\$1,100,000	\$0	\$276,588	year 8	\$276,588
\$0	\$0	\$0	\$0	\$1,100,000	\$1,100,000	\$0	(\$823,412)	year 9	(\$823,412)
\$0	\$0	\$0	\$0	\$1,100,000	\$1,100,000	\$0	(\$1,923,412)	year 10	(\$1,923,412)
\$0	\$0	\$0	\$0	\$693,000	\$693,000	\$0	(\$2,616,412)	year 11	(\$2,616,412)
\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$2,616,412)	year 12	(\$2,616,412)
									* added future Sunset

Exhibit "C-1" Concept Plan



Exhibit “C-2”
Technical Site Plan

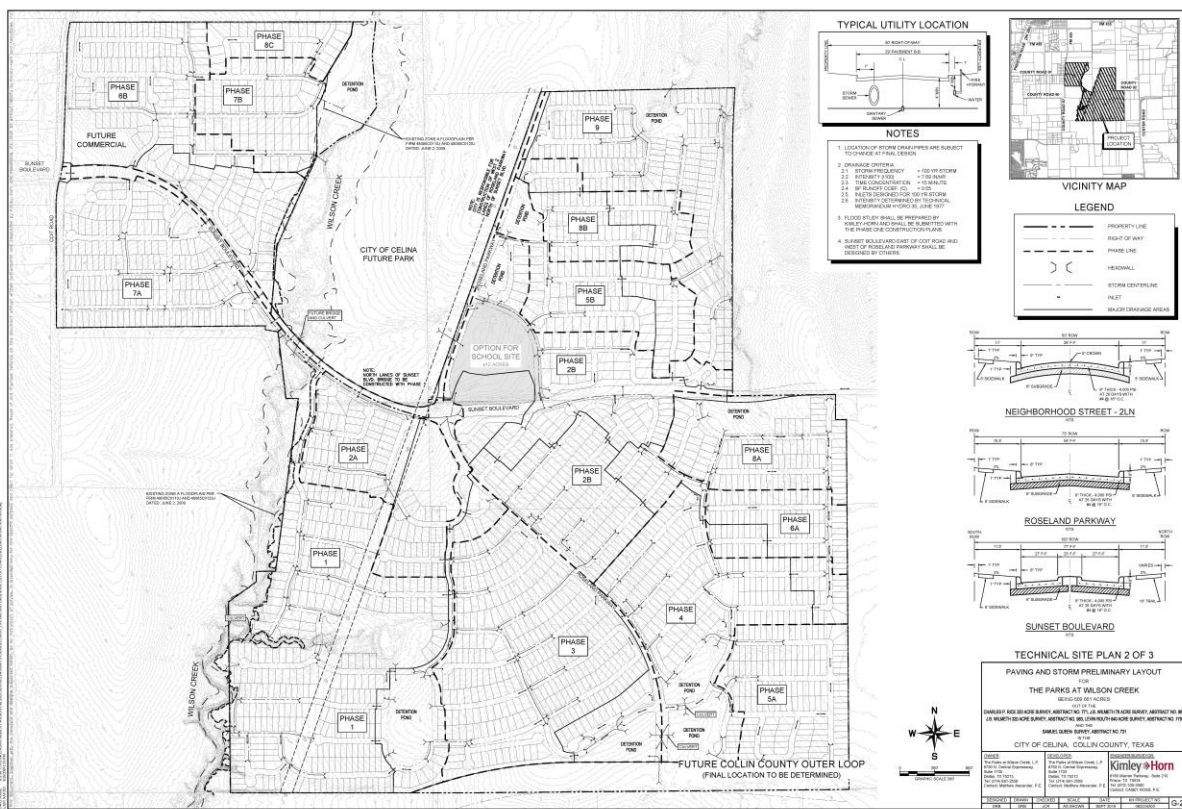
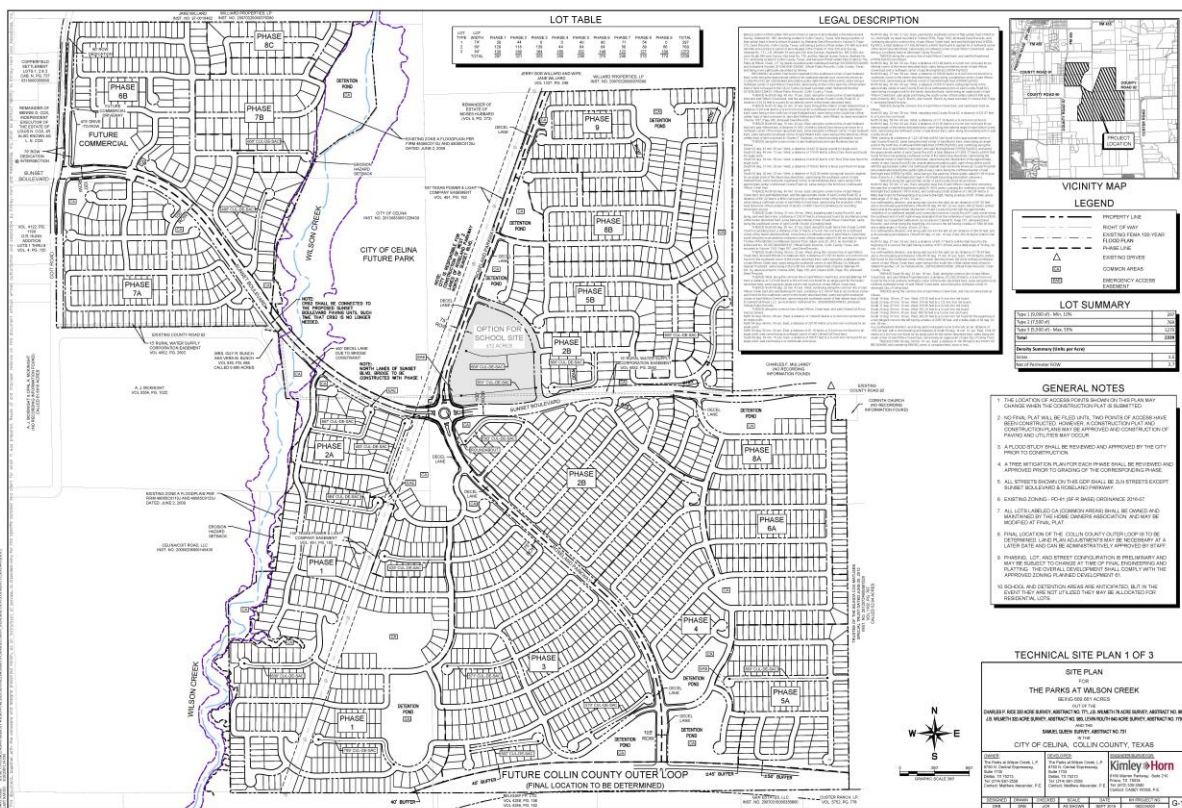




Exhibit “D”
Development Regulations

For an approximately 669.95 acre tract of land out of the Charles P. Rice, Abstract No. 771, Samuel Queen, Abstract No. 731, Mary Howell, Abstract 395, in the City of Celina ETJ and Collin County, Texas. *(Please refer to Appendices to review a variety of maps relative to this PD and refer to Section 12 for a legal description of the tract’s overall boundary.)*

1.0 Purpose

The purpose of this Master Planned Development is to create a quality traditional neighborhood that promotes home, health, and community by providing opportunities for education and outdoor recreational activities for families who reside in this development. At the center of this master planned development will be a 100-acre City park situated adjacent to Wilson Creek that will offer a multitude of individual and team related activities. In addition, there will be a series of trails that connect the aforementioned City Park to other natural and developed open space areas spread throughout the development. The Open Space areas shall consist of existing trees, proposed trails, ornamental trees and shade trees. In addition, this planned development provides an opportunity for the development of limited neighborhood commercial services that would serve the community.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, as exists or may be amended.

3.0 General Regulations

- 3.1 All regulations for The Parks at Wilson Creek not redefined by this amendment shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance as they exist or may be amended.
- 3.2 Any future modification to these PD Development Regulations shall be limited to the specific neighborhoods being modified. An application to amend this PD ordinance shall contain the signatures of all owners of the portions of the property within the PD that are the subject of the request for an amendment. The signature of all property owners within the PD boundaries is not required for amendments that are limited to a portion of the PD. A metes and bounds description and Neighborhood Exhibit for each neighborhood is provided herein; refer to Appendix “B.”

A property owners association and/or Public Improvement District (PID) shall be established and shall be responsible for the maintenance of all open space areas. Upon approval of a final plat, the raising of large animals such as horses, swine, sheep, cows, etc. on any lot less than 2 acres is prohibited.

All single-family detached lots 50-feet or wider and attached residences can be front-entry and have garage access from a dedicated public street; all single-family detached lots less than 50-feet in width shall have garage access from a dedicated public alley.

- 3.3 The Concept Plan depicts two principal districts a “SF-R” and “R/O” district and Neighborhoods I – VII; refer to Appendix “A.” The maximum number of residential lots within the “SF” district (neighborhoods I-VI) shall be 2500. Furthermore, at the time of full build out of The Parks at Wilson Creek, the maximum number of Type 3 or Type 4 lots within neighborhoods I-IV shall be a maximum of 55% but Type 4 lots shall be a maximum of 250 lots, and the minimum number of Type 1 lots within neighborhoods I-VI shall be 10%. The future school site, shown on the Concept Plan, shall be reserved for a CISD elementary school in accordance with the development agreement. If the reserved site is not developed by CISD for an elementary school within ten (10) years from the time the site has road, water and sewer access at the perimeter of the site then it shall be developed as SF-R.

4.0 Use Regulations

The permitted uses within each Neighborhood are outlined below. In addition, any residential or commercial use that is less intense than any permitted use within each neighborhood, as determined by the Director of Planning and Development Services, is also permitted. *(For a visual representation of the Concept Plan, refer to Appendix A; note, the Concept Plan and associated Neighborhoods are not a Phasing Exhibit.):*

Neighborhood “I” (+/- 99 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood “II” (+/- 128 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood “III” (+/- 188 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood “IV” (+/- 141 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

(a)

- (b) Neighborhood “V” (+/- 70 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

(c)

- (d) Neighborhood “VI” (+/- 38 ac): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.
- (e)
- (f) Neighborhood “VII” (+/- 6 ac.): The permitted uses shall be “R/O“ Retail/Office District Uses permitted by Section 14.03.007 of the City of Celina Zoning Ordinance, as well as the following uses:
- (g)

Additional Permitted (P) or Conditional (C) uses in Neighborhood “VII”:

Armed services recruiting center		P
Artist Studio		P
Auto laundry or carwash		C
Auto supply store for new & rebuilt parts		P
Bakery or confectionery (retail)	P	
Bank/credit union		P
Child day care (business)		P
Church/place of worship		P
Concrete or asphalt batching plant (temporary)	P	
Convenience store		C
Farmers market (public)	C	
Food and grocery store (with or without beer/wine sales)	P	
Funeral home (no crematorium)	C	
Garden shop (inside storage)	P	
General retail store		P
Kiosk (providing a service)		C
Laundry/dry cleaning (drop off/pick up)	C	
Motorcycle sales and repair	C	
Nursing/convalescent home	C	
Offices (professional and general business)	P	
Parking lot structure, commercial (auto)	P	
Personal service shop	P	
Pet and animal grooming shop (no outside runs)	P	
Private Street Subdivision		C
Restaurant (with drive-through service)	C	
Restaurant (with no drive through service)	P	
Retirement home/home for the aged	P	
School (Public)s		P
Theater or playhouse (indoor)	P	
Veterinarian (indoor kennels)	P	

5.0 Area Regulations

5.1 General Area regulations:

- (a) The lot widths shall be measured along the arc of the front building line.
- (b) The maximum lot coverage for conditioned space is sixty (60) percent.
- (c) For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet.
- (h)

5.2 The following amended area regulations shall apply *(For a visual representation of the Concept Plan, refer to Appendix A)*:

(i)

Type 1:

Minimum Lot Area: The minimum lot area shall be nine-thousand (9,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy (70) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be seven (7) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type 2:

Minimum Lot Area: The minimum lot area shall be seventy-five hundred (7,500) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet or twenty (20) feet with a garage door set-back of twenty-five (25) feet; dwellings with a "J-swing" garage may also have a minimum front yard of twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type 3:

Minimum Lot Area: The minimum lot area shall be fifty-five-hundred (5,500) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred (100) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet except for the garage door which shall be a minimum of twenty-one (2) feet, except for zero lot line lots with “J-swing” garage may have a minimum Front yard of fifteen (15) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance for the zero/ten side yard product. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

Type 4:

Minimum Lot Area: The minimum lot area shall be thirty-six-hundred (3,600) square feet.

Minimum Lot Width: The minimum lot width shall be forty (40) feet.

Minimum Lot Depth: The minimum lot depth shall be ninety (90) feet.

Minimum Front Yard: The minimum depth of the front yard shall be ten (10) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet, except for “Zero Lot Line” lots which may have a minimum rear yard of five (5) feet.

Minimum Side Yard: The minimum side yard for “Zero Lot Line” lots shall be zero (0) feet and ten (10) feet or seven (7) feet and three (3) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance for the zero/ten side yard product. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

(j)

(k) Type 5:

For area regulations, refer to the current City of Celina Zoning Ordinance R/O standards, except as follows:

Area regulations: The maximum lot size shall be eight (8) acres.

6.0 Parking Regulations

- 6.1 Residential: For lots fifty (50) feet or wider, the minimum off-street parking requirement for single family residences is two (2) enclosed and two (2) driveway spaces for vehicles per dwelling unit that are located behind the front building line. For “Zero Lot Line” lots less than fifty (50) feet in width, an Urban Street Section is required; please refer to Appendix ____.
- 6.2 Non-Residential: The parking requirement for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.043 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.0 Building Regulations

- 7.1 The exterior building facade for single family residential structures shall meet or exceed the requirements outlined in Section 14.05.152 of the Celina Code of Ordinances except as follows:
- (a) The front façade of single-family residences shall be one-hundred (100) percent masonry exclusive of doors, windows, dormers and other architectural elements. The sides and rear elevations facing a public street shall also be one-hundred (100) percent masonry; side and rear elevations not facing a public street shall not be less than fifty (50) percent masonry for each façade nor shall the combined overall be less than eighty (80) percent masonry, exclusive of doors and windows.
 - (b) The building elevation of each lot adjacent to the proposed lot and located on the same street shall not be similar. Furthermore, the building elevation of the house most directly across the street from the proposed lot and the adjacent lots on either side of it shall not be similar.
 - (c) For lots fifty (50) feet or wider, all garage doors shall be allowed at the front building line, but shall not be closer than twenty-one (21) feet from the street right-of-way.
 - (d) The primary roof pitch for Type 1 - Type 2 shall not be less than 8:12 except for porches or Mediterranean style dwellings.
 - (e) The primary roof pitch for Type 3 shall not be less than 6:12.
 - (f) Only one (1) story single-family residences or two (2) story homes with 100% masonry facades with sides facing any future east-west arterial along the southern boundary of the subdivision (herein referred to as any “East-West Major Arterial” or “Future Outer Loop”), Coit Rd, Sunset Boulevard, and Roseland Parkway are required.
 - (g) No building shall exceed two and one-half (2-1/2) stories in height or more than thirty-five (35) feet, measured at the mid-point between the top plate and the dominate roof ridge.
 - (h) The requirements of this Section 7.1 shall be the exclusive building design requirements for single family structures in The Parks at Wilson Creek.

7.2 Exterior Building Façade of Accessory Structures:

- (a) Accessory structures shall be constructed of complementary material to the associated residence and the general architecture of the development.
- (b) Accessory structures shall be located not less than fifty (50) feet from the front lot line, fifteen (15) feet from any other street, and not less than three (3) feet from any side or rear lot line.
- (c) The maximum height of any accessory structure shall not exceed fifteen (15) feet.
- (d) No other building façade requirements shall apply to accessory structures.

8.0 Screening Regulations

8.1 General Screening (*For a visual representation of the Enhanced Paving & Screening, refer to Appendix C*):

- 1. Chain Link Fence is prohibited.
- 2. The following items shall be screened from the public street:
 - (a) Clothes lines or drying racks
 - (b) Yard maintenance equipment
 - (c) Garbage and refuse containers, except on collection day
 - (d) Wood piles and compost piles
 - (e) Accessory structures, such as dog houses, gazebos, storage sheds and green houses
 - (f) Roof mounted TV antennas or dishes
 - (g) Pool equipment

8.2 The following shall be the exclusive thoroughfare screening regulations for The Parks at Wilson Creek (refer to the Enhanced Paving and Screening Plan found in Appendix C):

- (a) A screening wall shall be provided generally along right-of-way or adjacent landscape buffer when residential lots have a rear yard or side yard adjacent to any East-West Major Arterial, Coit Road, Sunset Boulevard or Roseland Parkway. All screening walls shall be constructed in conjunction with the associated residential phase.
 - 1. A masonry (stone or brick) or thin wall for lots backing and siding to any East-West Major Arterial, Coit Road, Sunset Boulevard or Roseland Parkway.
 - 2. Masonry or ornamental metal or a combination thereof may be utilized where cul-de-sacs are adjacent to right-of-way for any East-West Major Arterial, Coit Road, Sunset Boulevard or Roseland Parkway;

(b) Screening fences shall be as follows:

1. For lots backing or siding to any major or minor arterial, a minimum six (6) foot masonry wall with columns shall be constructed. In addition, shrubs and/or trees shall be installed in front of the fence within the adjacent landscape buffer.
2. For open ended cul-de-sac's adjacent to Sunset Boulevard, Roseland Parkway and Coit Road, a five (5) foot decorative metal fence and minimum five (5) foot masonry columns on a minimum of eighty (80) foot centers between the front building lines of open ended cul-de-sac's or streets with lots siding to the proposed thoroughfares is required. A connecting sidewalk through the ornamental metal fence is also required to provide a pedestrian connection between the arterial and residential street.
3. Any use of ornamental metal shall be accompanied by trees or shrubbery in front of such metal on the thoroughfare side. Shrubby when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers, shade trees shall be a minimum of three (3) inches in diameter and ornamental trees shall be a minimum of thirty (30) gallon or six feet in height.
4. No access through the rear or side yards of lots that side or back to any East-West Major Arterial, Coit Road, Sunset Boulevard or Roseland Parkway is permitted.
5. The Subdivision name, Logo, or initials may be incorporated into the screening wall at the entrances and/or on the columns.

8.3 The following requirements together with the requirements in Section 10 below shall be the exclusive open space screening regulations for The Parks at Wilson Creek:

- (a) The rear yards of all single-family residences which back or side to an open space, unless otherwise shown on the Screening and Open Space Plan, shall have a five (5) foot ornamental metal fencing adjacent to the open space area. For rear and side yards that have a pool and are adjacent to an open space area, a six (6) foot ornamental fence is required. No fencing shall be allowed within the 100-yr. flood plain.

(l)

8.4 Builder's side yard screening regulations:

- (a) The builder shall construct fencing and landscaping in accordance with the "Side yard Fencing & Landscape Detail" found in Appendix "E."

9.0 Landscape & Irrigation Regulations

9.1 The residential builder of each lot shall provide at a minimum the following landscape material in lieu of the minimum landscaping requirement by the City of Celina Zoning Ordinance for single family lots:

Turf:

The front, side and rear yard of each shall be sodded and fully irrigated with an automatic sprinkler system.

Trees:

Type 1-3: There shall be a minimum of six (6) total diameter inches of shade or ornamental trees planted for each residential lot; however, at least fifty (50) percent of the trees shall be shade trees in the front yard. Type 1 and Type 2 lots shall have a minimum of 2 shade trees per lot.

Type 4: The landscape and irrigation shall be in accordance with Section 14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

Shrubs:

Type 1: There shall be a minimum of eighteen (18) 3-gallon shrubs across the front of the house.

Type 2 - Type 3: There shall be a minimum of ten (10) 3-gallon shrubs across the front of the house.

Type 4: The landscape and irrigation shall be in accordance with Section 14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

10.0 Open Space Regulations

10.1 General (*For a visual representation of the Trail and Open Space plan, refer to Appendix "D"*):

- (a) In addition to the 100-acre city park, there shall be a minimum of 10% or 65 acres of additional open space with Parks of Wilson Creek;
- (b) All parks, floodplain, and open space areas are open to the public and shall count toward open space requirements.
- (c) All open space areas and detention areas shall count toward open space requirements and shall be owned and maintained by the HOA or the public improvement district. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices.
- (d) No physical improvements are permitted within the flood plain that would impact the capacity of the floodplain.
- (e) A continuous 10-foot landscape buffer is required to separate the right-of-way of Coit Road, Sunset Boulevard, and Roseland Parkway from single-family lot/s; however, it is permissible for a portion of a lot to encroach into the landscape buffer provided a minimum width of seven (7) feet is maintained and the average landscape buffer along each section of roadway is equal to or greater than the continuous 10-foot landscape buffer required.
- (f) The landscape buffer along the Outer Loop shall have shade or evergreen trees planted at a minimum ratio of one tree for every forty (40) feet of highway frontage (1:40).

- (g) A 12 foot concrete city trail shall be constructed on the east side of Wilson Creek within the overhead power line easement, as permitted by the power company, or generally along Wilson Creek from the south line of Parks of Wilson Creek to the south right-of-way line of Sunset Boulevard.
- (h) A minimum of twenty-five (25) percent of the Wilson Creek frontage north and south of Sunset Boulevard shall remain open and accessible from a street; based on the attached concept plan, approximately nine-hundred (900) feet south of Sunset Boulevard and approximately eight-hundred (800) feet north of Sunset shall remain open to a street.
- (i) All open space areas shall have a slope not greater than 4:1, unless they are naturally existing or structurally supported.
- (j) On the opposite side of the street from a six (6) foot concrete trail a five (5) foot walk shall be provided except as outlined below. The builder is responsible for constructing the trail and/or walk referenced above when the proposed trail/walk is located along the front and/or side of a lot.

10.2 Open Space Area Specifics:

Area A: This area is located outside and east of the designated right-of-way at the intersection of Future Coit Road and Sunset Boulevard and south. It shall include monument signage, screening wall and entry monument, a six (6) foot concrete trail, within a ten (10) foot landscape buffer, but not less than seven (7) feet along the east side of Coit Road and associated landscaping and irrigation.

Area B: This area is located adjacent to and outside of the east right-of-way line of future Coit Road and north of the said intersection. It shall include a six (6) foot concrete trail, signage, screening wall, within a ten (10) foot landscape buffer, but not less than seven (7) feet along the east side of Coit Road, and associated landscaping and irrigation.

Area C: This area is located east of Coit Road and south of future Sunset Boulevard to Roseland Parkway. It shall include a six (6) foot concrete trail within an a 10-foot wide landscape buffer, but not less than seven (7) feet, with shade trees planted on an average of fifty (50) feet on center. Clustering or grouping of trees is permitted. In addition, this area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated.

Area D: This area is located east of Wilson Creek west of Roseland Parkway and south of Sunset Boulevard. It shall include a twelve (12) foot concrete trail connecting to the City Park and Wilson Creek Trail within the overhead power line easement and associated landscaping and irrigation as permitted by the power company.

Area E: This area is located outside and south of Sunset Boulevard and east of Roseland Parkway. It shall include a six (6) foot concrete trail within a 10-foot wide landscape buffer, but not less than seven (7) feet with shade trees planted on an average of fifty (50) feet on center. Clustering or grouping of trees is permitted. In addition, this area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated.

Area F: This area is located at the southeast and southwest corners of the intersection of Roseland Parkway and Sunset Boulevard. It shall include landscaping and irrigation. The

southwest corner shall include a private amenity center to be completed before the 500th building permit. This shall be the primary amenity center shall also include a pool, cabana and restroom facility, sports court(s), playground, trails, parking, and associated landscape and irrigation around these improvements.

Area G: This area is located outside the designated right-of-way on the north side of Sunset Boulevard. It shall include a ten (10) foot concrete trail within a of a ten (10) foot wide landscape buffer, but not less than seven (7) feet with shade trees planted on an average of fifty (50) feet on center. Clustering or grouping of trees is permitted. In addition, this area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated.

Area H: This area is located outside of and adjacent to the north right-of-way line of any East-West Major Arterial or Future Outer Loop. It shall be a minimum of forty (40) feet in width and an average of fifty (50) feet. It shall include shade trees or ever green trees planted at an average of forty (40) feet on center for every foot of frontage. Clustering or grouping of trees is permitted. This area may also be used to provide wet detention or retention with a fountain, dry detention is not permitted. Where residential lots back or side to any East-West Major Arterial or Future Outer Loop, a minimum ten (10) foot vertical barrier shall be created with a combination of berms, retaining walls, and a minimum six (6) foot masonry wall. This area shall be fully landscaped and irrigated.

Area I: This area is located outside of the designated right-of-way and on either side of Roseland Parkway, south of Sunset Boulevard. It shall include an a ten (10) foot wide landscape buffer, but not less than seven (7) feet with shade trees planted on an average of fifty (50) feet on center. Clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median at the intersection(s) shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a six (6) foot concrete trail.

Area J: This area is located outside of the designated right-of-way, on the east side of Roseland Parkway, north of Sunset Boulevard. It shall include a ten (10) foot wide landscape buffer, but not less than seven (7) feet, with shade trees planted on an average of fifty (50) feet on center. Clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering six (6) foot concrete trail complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Area K: This area is located north of Sunset Boulevard and west of Wilson Creek, it shall include a six (6) foot concrete trail, a retention lake and fountain with associated landscaping and irrigation.

Area L: This area shall be a secondary amenity center for the community. It shall include a pool, cabanas and bathrooms, and associated landscaping and irrigation.

11.0 Subdivision Regulations

11.1 Development shall meet the standards as required by the applicable City of Celina Subdivision Ordinance except as follows:

- (a) Block length – The maximum block length shall be twelve hundred twenty (1,220) feet as measured from an intersection for Type 3 or Type 4 lots and a maximum of twelve

hundred (1200) for Type 1 and Type 2 lots. Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.

- (b) Cul-de-Sac Length and Diameter: – The maximum cul-de-sac length is six-hundred (600) feet or as approved by the City. The bulb right-of-way radius shall be a minimum of fifty (50) feet and the paving radius shall be a minimum of 40.5-feet.
- (c) Center-line Radii – The minimum center-line radius for a minor arterial shall be one-thousand (1000) feet or as approved by the City; the minimum center-line radius for a major collector shall be six hundred (600) feet or as approved by the City; and the minimum center-line radius for a residential street shall be one-hundred-fifty (150) feet or as approved by the City.
- (d) Jog – The minimum street jog shall be one-hundred twenty-five (125) feet.
- (e) Sunset Boulevard: – Sunset Boulevard shall be a four (4) lane divided roadway within a one-hundred (100) foot right-of-way that will be acquired by or dedicated to the City. The Developer will be responsible for the dedication of right-of-way and the construction of two (2) eleven (11) foot lanes and a five (5) foot bike lane in both directions, the construction of left turn lanes at intersections, and the ROW shall flare at intersections to provide an additional ten (10) feet of ROW for right turn lanes at intersections. The median shall be maintained by the HOA.
- (f) Roseland Parkway: Roseland Parkway shall be an undivided roadway within a seventy (75) foot right-of-way that will be acquired by or dedicated to the City. The Developer will be responsible for the dedication of right-of-way and construction of two (2) eleven (11) foot lanes and a five (5) foot bike lane in both directions, left turn lanes at intersections, and the ROW shall flare to provide an additional ten (10) feet of ROW for right turn lanes at intersections.
- (g) Coit Road: It is anticipated that right-of-way acquisitions or dedications of sixty (60) feet along Coit Road (a future 120-foot right-of-way) shall be required in the future.. The Developer will be responsible for the construction of two (2) eleven (11) foot lanes and a five (5) foot bike lane in both directions, left turn lanes at intersections, and the ROW shall flare to provide an additional ten (10) feet of ROW for right turn lanes at intersections.
- (h) Turn Lanes: Turn lanes shall provide one-hundred (100) foot of stacking and one-hundred (100) foot of transition. Left turn and/or deceleration lanes, along with and any associated right-of-way, shall be constructed as required by the TIA or as required by the City's Director of Engineering at platting.
- (i) Tree Surveys: Tree surveys required as a part of the General Development Plan GDP shall be submitted at the time of Construction Plat application.
- (j) Plat Extensions: If requested in writing by the owner or developer prior to the expiration date, any approved construction plat/preliminary plat, construction plat or construction drawings shall be automatically extended one time for one year. The City's staff shall provide written confirmation of such one-year extension upon receipt of the owner's or developer's written request for such extension.

11.2 Development shall meet or exceed the design criteria outlined below:

(a) **Residential Lot Grading:**

1. Front & Rear Yards – the front and/or rear yard slopes shall not be less than one (1) percent nor greater than twelve (12) percent without requiring a wall.
2. Driveway – the driveway slope shall not exceed fourteen (14) percent.
3. Side Yards – the horizontal side yard slope shall not exceed 3:1; the minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.

(b) **Paving:**

1. Residential Streets – the residential streets shall be twenty-nine (29) feet wide from back-to-back;
2. Minimum Street Grade – the street grade shall not be less than 0.6% or (6) inches every one (100) feet.
3. Maximum Street Grade – the street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
4. Sidewalks – the residential sidewalks shall be five (5) feet wide and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement.
5. Trails – the trails shall be six (6) feet wide and shall serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than three (3) feet to the back-of-curb or five (5) feet to the screening wall/fence.
6. Curb Return Radii – the curb radii for Major Arterial shall be forty(40) feet; the curb radii for Minor Arterial/Collectors shall be thirty (30) feet; and the curb radii for residential streets shall be twenty (20) feet.
6. Run-off Co-efficient (C) – the residential run-off co-efficient shall be 0.6.; the run-off co-efficient for commercial shall be 0.9.
7. Time of Concentration (TC) – the time of concentration for residential areas shall be fifteen (15) minutes and the time of concentration for commercial shall be ten (10) minutes.
8. Rainfall Intensity (I) – the rainfall intensity for residential areas shall be 7.52 in/hr and the rainfall intensity for commercial areas shall be 8.88 in/hr.

(c) **General Storm Sewer Requirements**

1. Storm Inlets – all storm inlets shall be standard non-recessed inlet and shall be either five (5), six (6), eight (8), ten (10), twelve (12), or fourteen (14) feet in length. Any inlet in a sag shall not be less than ten (10) feet.

2. Hydraulic Grade Line – the 100-yr HGL shall not be less than one (1) foot below the top-of-curb.

(d) **Sanitary Sewer Mains**

1. Minimum Size – the minimum sewer main size shall be eight (8) inches.
2. Clean-outs – clean-outs are allowed at the up-stream end of a sewer main provided the main is three-hundred (300) feet or less in length.
3. Minimum Radius – the minimum center-line radius for sewer mains shall be two-hundred feet.
4. Pipe Embedment – the embedment for sewer mains shall generally be class B+, unless otherwise noted by the engineer of record.
5. Services – all residential sewer services shall be four (4) inches in diameter, located in the center of the lot and extended ten (10) feet beyond the right-of-way; each lot shall have its own service.

(e) **Domestic Water**

1. Minimum Size – the minimum water main size shall be eight (8) inches.
2. Services – all residential domestic water services shall be 1-inch for all lots. The services shall be located two (2) feet from a common lot line and the meter box shall be located next to the curb; each lot shall have its own service and meter box.
3. Fire Hydrants - a fire hydrant shall be located every five-hundred (500) feet along the water main and placed two (2) feet behind the back-of-curb.
4. Off-site Water Extensions – any off-site domestic water main extensions shall meet or exceed the requirements specified by the City of Celina.

(f) **Miscellaneous**

1. Street Light Standards – a street light shall be located a maximum of five-hundred (500) feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development and be LED where available. Street lights shall be located in the median for 4-lane divided roadways or greater.
2. Intersections – all roadway intersections shall be within five (5) degrees of ninety (90) at the intersection of the two right-of-ways, with a twenty-five (25) foot tangent measured from the back of curb, unless otherwise approved by the City Engineer.

12.0 Legal Description

Being a portion of that certain 160 acre lot tract or parcel of land situated in the Mary Howell Survey, Abstract No. 395, and being located in Collin County, Texas, and being a portion of that certain tract of land to Moses Hubbard, by Warranty Deed Recorded in Volume 5, Page 273, Deed Records, Collin County, Texas, and being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre and 320 acre Surveys, Abstracts No. 985 & 983, the Levin Routh 640 acre Survey, Abstract No. 779, and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being all of that certain tract of land to The Parks at Wilson Creek, L.P., by deeds recorded under Instrument Number 20130830001229360 and Instrument Number 20130830001229380, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a MAG Nail found in asphalt for the southwest corner of said Hubbard tract, same being the approximate center of an east/west asphalt road commonly known as County Road 92 (an undedicated prescriptive public right-of-way at this point), same being a northwest corner of said Wilson Creek tract, same being on the east line of that certain tract of land conveyed to The City of Celina, by deed recorded under Instrument Number 20130830001229430, Official Public Records, Collin County, Texas;

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Hubbard tract and said Wilson Creek tract, and the approximate center of said County Road 92, a distance of 28.38 feet to a point for an internal corner of the herein described tract;

THENCE North 20 deg. 03 min. 37 sec. East, through the interior of said Hubbard tract, a distance of 2819.44 feet to a 1/2 inch iron rod set for a northwest corner of herein described tract, same being in the north line of said Hubbard tract, same being in the South line of that certain tract of land conveyed to Jerry Bob Willard and Wife, Jane Willard, by deed recorded in Volume 1337, Page 248, aforesaid Deed Records;

THENCE North 89 deg. 18 min. 42 sec. East, along the common line of said Hubbard tract and said Willard tract, a distance of 1681.28 feet to a Bois D' arc fence post found for a northeast corner of the herein described tract, same being the northeast corner of said Hubbard tract, same being the Southeast corner of said Willard tract, same being in the West line of that certain tract of land conveyed to Charles F. Mullaney, no deed recording information found;

THENCE along the common line of said Hubbard tract and said Mullaney tract as follows:

South 03 deg. 42 min. 25 sec. West, a distance of 242.79 feet to a point for angle point;

South 02 deg. 46 min. 12 sec. West, a distance of 170.00 feet to a Bois D'arc fence post found for angle point;

South 00 deg. 54 min. 56 sec. West, a distance of 436.90 feet to a 30" Bois D'arc tree found for angle point;

South 00 deg. 31 min. 29 sec. West, a distance of 789.02 feet to a fence post found for angle point;

South 00 deg. 24 min. 03 sec. West, a distance of 1022.54 feet to a mag nail found in asphalt for an angle point of the herein described tract, same being the southeast corner of said Hubbard tract, same being the Southwest corner of said Mullaney tract, same being in the approximate center of aforesaid County Road 92, same being in the North line of aforesaid Wilson Creek tract;

THENCE North 89 deg. 48 min. 33 sec. East, along the common line of said Wilson Creek tract, and said Mullaney tract, and the approximate center of said County Road 92, a distance of 891.03 feet to a MAG Nail found for a northeast corner of the herein described tract, same being a northeast corner of said

Wilson Creek tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

THENCE South 00 deg. 31 min. 00 sec. West, departing said County Road 92, and along said west fence line, a distance of 216.87 feet to a fence post found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract, same being the southwest corner of said Corinth Church (Cemetery) tract;

THENCE North 89 deg. 55 min. 37 sec. East, along the south fence line of said Corinth Church (Cemetery) tract, a distance of 94.21 feet to a 1/2 inch iron rod found for a northeast corner of the herein described tract, same being a northeast corner of said Wilson Creek tract, same being the most westerly northwest corner of that certain called 52.94 acre tract of land to Trustee of the Bilinda Cox Matusek Special Trust, dated June 20, 2012, as recorded in Instrument No. 20120724000891520, Official Public Records, Collin County, Texas, and recorded in Volume 1102, Page 767, said Deed Records;

THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Wilson Creek tract, and said Bilinda Cox Matusek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod found for the southeast corner of the herein described tract, same being the southeast corner of said Wilson Creek tract, same being the southwest corner of said Bilinda Cox Matusek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

THENCE West, along the common line of said Wilson Creek tract, and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point for the herein described tract, same being an angle point in the south line of said Wilson Creek tract;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Wilson Creek tract and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the southeast corner of that certain tract of land to Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

THENCE along the common line of said Wilson Creek tract, and said Celina/Coit Road tract as follows:

North 00 deg. 06 min. 46 sec. West, a distance of 1,649.88 feet to a 1/2 inch iron rod found for an angle point;

North 54 deg. 49 min. 00 sec. East, a distance of 297.00 feet to a 1/2 inch iron rod found for an angle point;

North 00 deg. 55 min. 00 sec. East, a distance of 91.10 feet to a 1/2 inch iron rod found for an angle point, said corner being a northeast corner of said Celina/Coit Road tract;

South 89 deg. 54 min. 18 sec. East, a distance of 166.57 feet to a 1/2 inch iron rod found for an angle point, said point being in a north/south wire fence;

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554, Pg1002), a total distance of 1,483.98 feet to a MAG Nail found in asphalt for a northwest corner of the herein described tract, same being a northwest corner of said Wilson Creek tract, same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract and a northeast corner of said McKnight tract (V5554,Pg1002);

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod found for a southwest corner of the herein described tract, same being a southwest corner of said Wilson Creek tract, same being an internal corner of said McKnight tract (V5554,Pg1002);

North 06 deg. 24 min. 00 sec. West, a distance of 258.73 feet to a Mag Nail found in the approximate center of said County Road 92 (a northwesterly turn of said County Road 92), same being an angle point for the herein described tract, same being an angle point of said Wilson Creek tract, said angle point being the south corner of that certain called 0.690 acre tract of land to Mrs. Guy R. Bunch, aka Vera M. Bunch, by deed recorded in Volume 840, Page 685, aforesaid Deed Records;

THENCE along the common line of said Wilson Creek tract, and said Bunch tract as follows:

North 06 deg. 23 min. 59 sec. West, departing said County Road 92, a distance of 321.67 feet to a 1/2 inch iron rod found;

North 79 deg. 59 min. 40 sec. West, a distance of 111.10 feet to a 1/2 inch iron rod found;

North 02 deg. 12 min. 00 sec. East, a distance of 33.30 feet to a 1/2 inch iron rod found for an internal angle of the herein described tract, same being an internal angle of said Wilson Creek tract same being the northeast corner of said Bunch tract, same being at a westerly turn in said County Road 92;

West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554,Pg1002), and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail found for the most westerly southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554,Pg1002), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

THENCE along the approximate center of said County Road 90 as follows:

North 00 deg. 20 min. 27 sec. East, along the west line of said Wilson Creek tract, and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail found for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 267.50 feet, and a chord bearing and distance of North 08 deg. 48 min. 32 sec. East, 266.32 feet to a MAG Nail found at the approximate intersection of said County Road 90 with the approximate centerline of an east/west asphalt road commonly known as County Road 91, said corner being the southeast end of a 45' right-of-way dedication from the centerline of said County Road 90 to the West, by Copperfield Settlement, as recorded in Cabinet N, Page 737, aforesaid Deed Records, said corner being the beginning of a curve to the left having a radius of 1090.03 feet, and a delta angle of 15 deg. 28 min. 07 sec.;

In a northeasterly direction, and along said curve to the left, an arc distance of 294.28 feet, and a chord bearing and distance of North 06 deg. 01 min. 16 sec. East, 293.39 feet to a MAG Nail found;

North 02 deg. 37 min. 59 sec. East, a distance of 867.17 feet to a MAG Nail found for the beginning of a curve to the right having a radius of 971.20 feet, and a delta angle of 10 deg. 24 min. 10 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail found for the northwest corner of the herein described tract, the most northerly northwest corner of said Wilson Creek tract, same being in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Wilson Creek tract, and said Willard Properties tract, a distance of 2,530.20 feet to a 1/2 inch iron rod found for the most northerly northeast corner of the herein described tract, same being the most northerly northeast corner of said Wilson Creek tract, same being the northwest corner of aforesaid City of Celina tract;

THENCE along the common line of said Wilson Creek tract, and City of Celina tract as follows:

South 16 deg. 19 min. 27 sec. West, 215.25 feet to a 1/2 inch iron rod found;

South 22 deg. 07 min. 10 sec. West, 515.30 feet to a 1/2 inch iron rod found;

South 11 deg. 47 min. 13 sec. West, 616.95 feet to a 1/2 inch iron rod found;

South 25 deg. 58 min. 10 sec. West, 502.16 feet to a 1/2 inch iron rod found;

South 10 deg. 04 min. 38 sec. East, 566.59 feet to a 1/2 inch iron rod found;

South 13 deg. 57 min. 18 sec. West, 482.67 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 34 deg. 30 min. 39 sec.;

In a southeasterly direction, and along said non-tangent curve to the left, an arc distance of 1355.24 feet, with a chord bearing and distance of South 60 deg. 14 min. 31 sec. East, 1334.85 feet to a 1/2 inch iron rod found for an angle point for the herein described tract, same being the south corner of said Wilson Creek tract, same being an angle point of said City of Celina Tract;

THENCE North 00 deg. 09 min. 01 sec. East, a distance of 160.54 feet to the POINT OF BEGINNING and containing 669.95 acres of computed land, more or less.

Appendix "A"



Appendix “B”

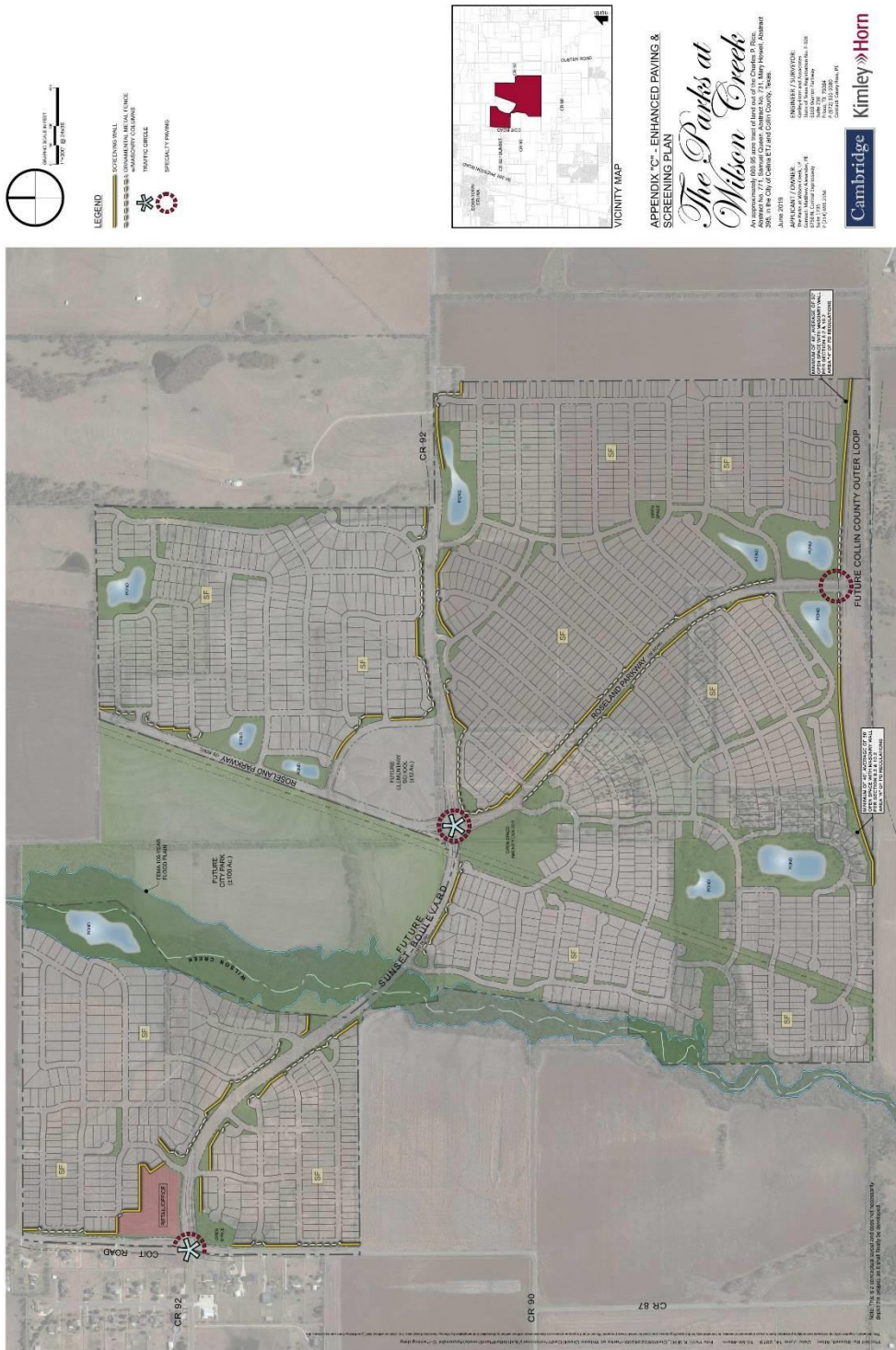
(intentionally left blank)

Note: Neighborhood Exhibit's will be included with the PD Zoning Ordinance at a later date.

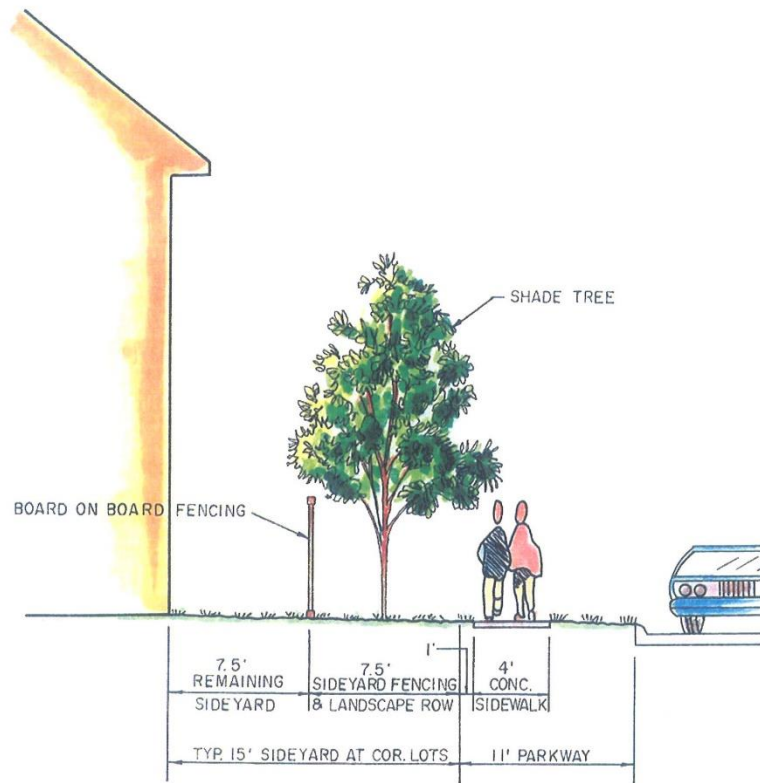
**LEGAL DESCRIPTION
NEIGHBORHOOD I-VII**

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Appendix “C”



Appendix "E"





Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: October 8, 2019
 Re: Parks at Wilson Creek - Revised PD

Action Requested:

The Celina City Council will conduct a Public Hearing to consider testimony and act upon an ordinance 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 rezoning an approximately 701 acre tract of land, amending the Development Regulations of Planned Development (PD) No. 61 to modify development standards to allow for a master planned single-family residential development. The tract is generally located on the east side of CR 87 (future Coit Road) and centered on the eastward extension of Sunset Boulevard within the City Limits. (Parks at Wilson Creek - Revised Planned Development) (McAfee)

Owner:

The Parks at Wilson Creek, L.P.
 c/o The Cambridge Companies, Inc.
 8750 N. Central Expressway, Suite 1735
 Dallas, TX 75231

Background Information:

The proposed revised planned development is associated with the proposed revised development agreement, for the approximately 701 acre tract, generally on the east side of CR 87 (future Coit Road) and south of future Ousley Boulevard. The revisions modify certain obligations and requires additional enhancements and design standards, thereby establishing the responsibilities of both the developer and City.

Board Review/Citizen Input:

At the September 17, 2019 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on September 20, 2019.

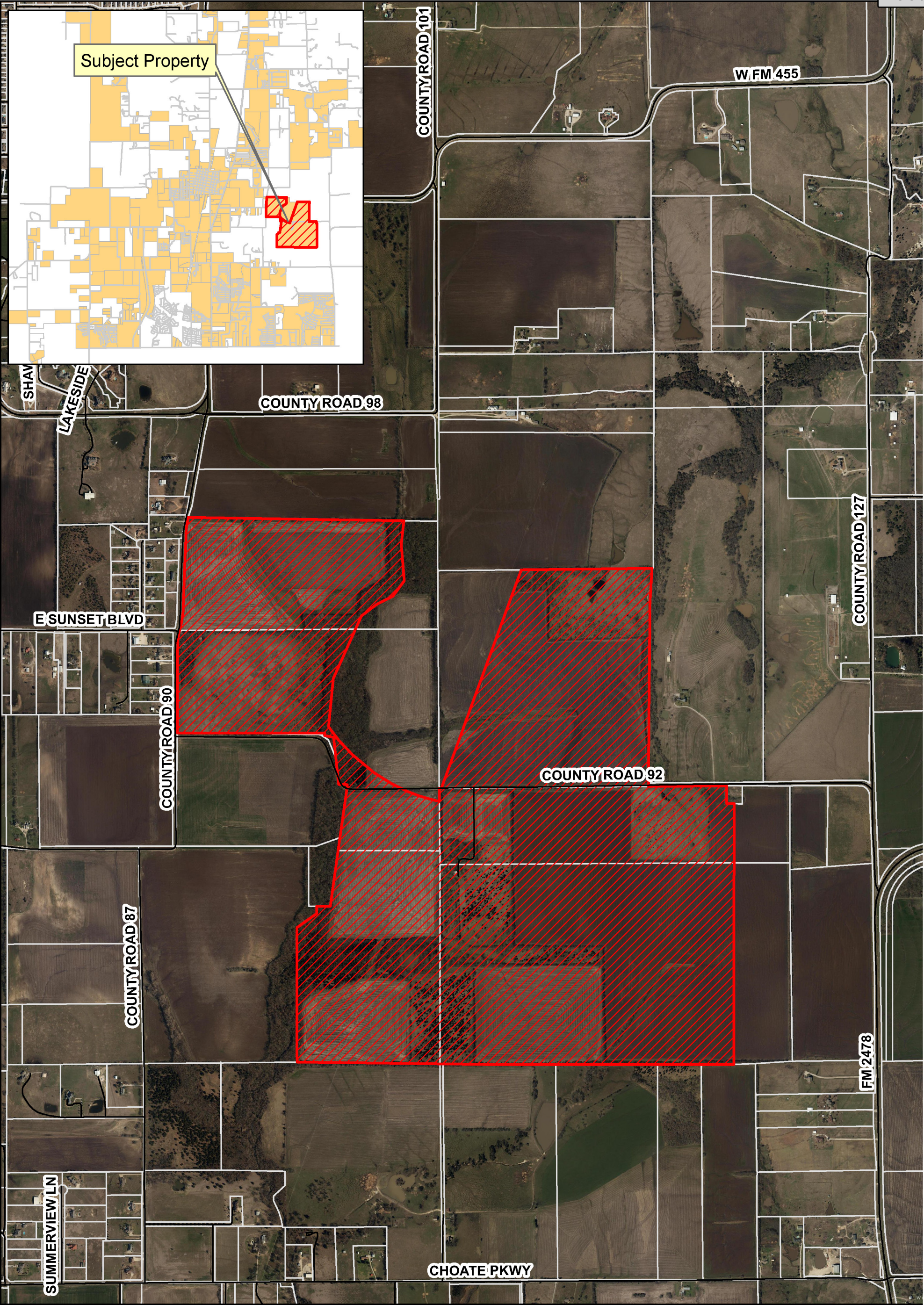
Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Staff Presentation
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.



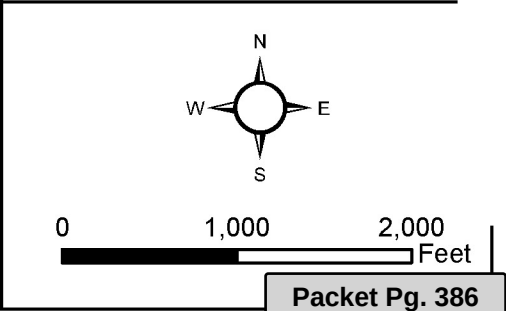
Attachment: Location Map (Parks at Wilson Creek - Revised PD)



The Parks at Wilson Creek Location Map

Date: 9/3/2019

- Legend**
- Roads
 - Parks at Wilson Creek
 - Parcels



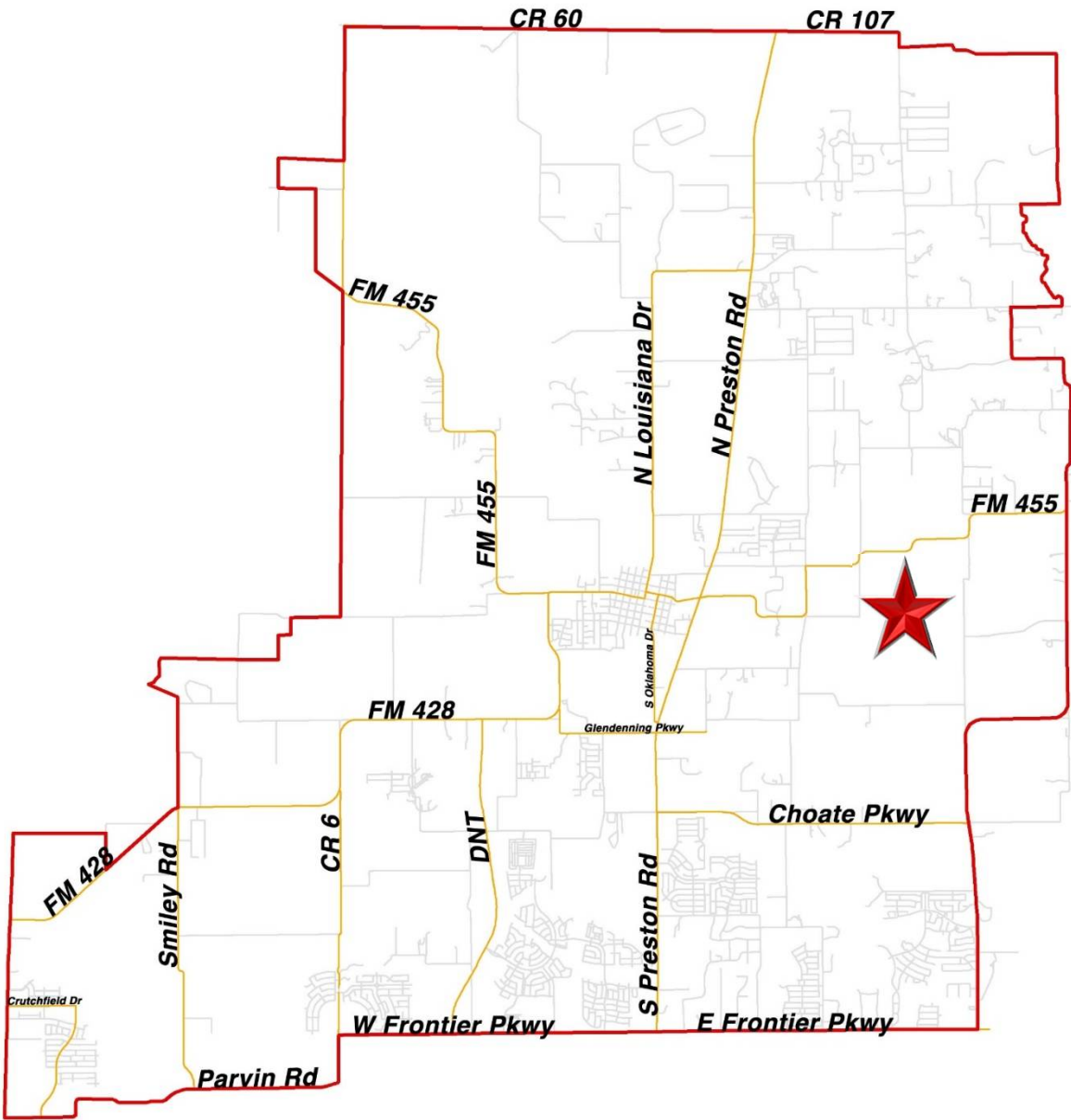
Parks at Wilson Creek

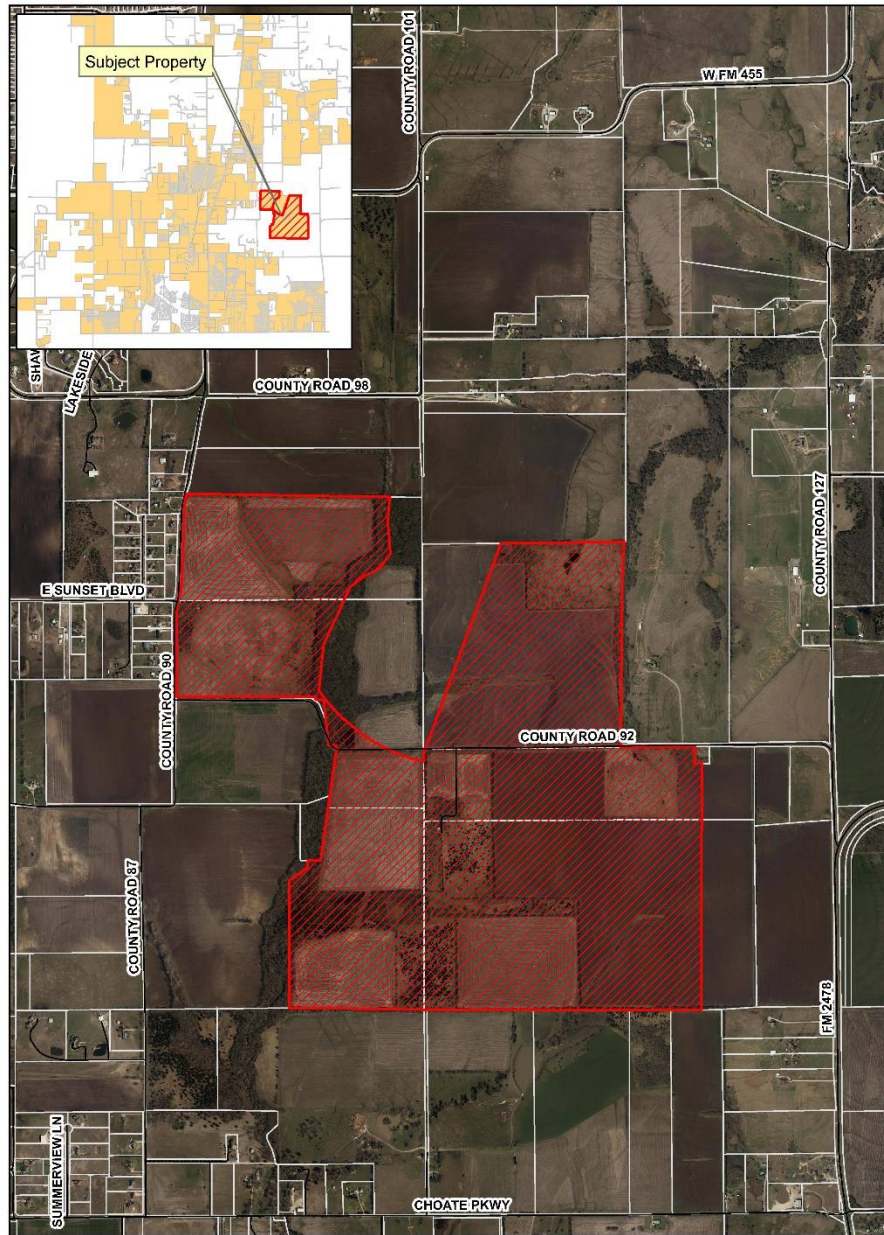
Revised Development Agreement & Planned Development

City Council

October 8, 2019







Location Map

The subject property is generally located along Wilson Creek, east of future Coit Road and centered on the eastward extension of Sunset Boulevard

Background

- The subject property is approximately 700 acres on either side of Wilson Creek, adjacent to the future 100 acre City park
- This property is located in the City Limits and is currently zoned PD #61
- The applicant and City jointly initiated this request to revise both the Development Agreement and the existing zoning



Concept Plan



Attachment: Staff Presentation (Parks at Wilson Creek - Revised PD)



Open Space and Trails



Attachment: Staff Presentation (Parks at Wilson Creek - Revised PD)



Project Overview

- The majority of the property was approved for various sized single-family residential (maximum 2,500 lots)
- A site for CISD is reserved in the center of the development
- Two amenity centers are proposed – one primary and one secondary, along with multiple open spaces with ponds
- Trails are provided within the neighborhood for connectivity and along Wilson Creek



Policy Considerations

- The City has proactively negotiated improvements to many existing development agreements
- The proposed amendments are beneficial to both the City and the developer and result in a higher quality neighborhood
- The City continues to work with developers to find mutually beneficial improvements to existing agreements when possible



Recommendation

- Notices were published in compliance with State and local law
- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its September 17th regular meeting
- Staff recommends approval of the Development Agreement and PD modifications as presented
- Note: 2 public hearings, 1 presentation



**CITY OF CELINA, TEXAS
ORDINANCE 2019-____
PARKS AT WILSON CREEK ZONING – PD-61**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 669.95 ACRE TRACT OF LAND SITUATED IN THE CHARLES P. RICE SURVEY, ABSTRACT NO. 771, SAMUEL QUEEN SURVEY, ABSTRACT NO. 731, AND MARY HOWELL, ABSTRACT 395, IN THE CITY OF CELINA AND COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY WEST OF CUSTER ROAD, EAST OF COIT ROAD AND NORTH OF CHOATE PARKWAY; AS DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS “PD” PLANNED DEVELOPMENT DISTRICT #61; 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 district classification has been requested for the property more specifically described in Exhibit “A” attached hereto and incorporated herein for all purposes; and

WHEREAS, the development regulations set forth in Exhibit “B” attached hereto and incorporated herein define the base zoning districts and provide for certain modification to such district regulations; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested conditional use permit accomplishes such objectives and is consistent with the provisions of the 2030 City of Celina, Ordinance No. 2019-_____ Parks at Wilson Creek

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 for its residents.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as "PD" Planned Development District #61 on that certain tract of land described in Exhibit "A" attached hereto and incorporated herein for all purposes.

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 of the land described on Exhibit "A" attached hereto and incorporated herein for all purposes as Planned Development District #61.

4.02 This Ordinance only regulates the property identified above. All development and construction shall occur in accordance with the requirements of this Ordinance, including the development standards set forth on Exhibit "B" attached hereto and incorporated herein for all purposes, 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, and each and every day such violation is continued shall be deemed to constitute a separate offense.

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

SECTION 8

CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9

SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10

SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12

ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13

EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of October, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Ordinance PAWC PD Zoning (Parks at Wilson Creek - Revised PD)

EXHIBIT A

Legal Description

Being a portion of that certain 160 acre lot tract or parcel of land situated in the Mary Howell Survey, Abstract No. 395, and being located in Collin County, Texas, and being a portion of that certain tract of land to Moses Hubbard, by Warranty Deed Recorded in Volume 5, Page 273, Deed Records, Collin County, Texas, and being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre and 320 acre Surveys, Abstracts No. 985 & 983, the Levin Routh 640 acre Survey, Abstract No. 779, and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being all of that certain tract of land to The Parks at Wilson Creek, L.P., by deeds recorded under Instrument Number 20130830001229360 and Instrument Number 20130830001229380, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a MAG Nail found in asphalt for the southwest corner of said Hubbard tract, same being the approximate center of an east/west asphalt road commonly known as County Road 92 (an undedicated prescriptive public right-of-way at this point), same being a northwest corner of said Wilson Creek tract, same being on the east line of that certain tract of land conveyed to The City of Celina, by deed recorded under Instrument Number 20130830001229430, Official Public Records, Collin County, Texas;

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Hubbard tract and said Wilson Creek tract, and the approximate center of said County Road 92, a distance of 28.38 feet to a point for an internal corner of the herein described tract;

THENCE North 20 deg. 03 min. 37 sec. East, through the interior of said Hubbard tract, a distance of 2819.44 feet to a 1/2 inch iron rod set for a northwest corner of herein described tract, same being in the north line of said Hubbard tract, same being in the South line of that certain tract of land conveyed to Jerry Bob Willard and Wife, Jane Willard, by deed recorded in Volume 1337, Page 248, aforesaid Deed Records;

THENCE North 89 deg. 18 min. 42 sec. East, along the common line of said Hubbard tract and said Willard tract, a distance of 1681.28 feet to a Bois D' arc fence post found for a northeast corner of the herein described tract, same being the northeast corner of said Hubbard tract, same being the Southeast corner of said Willard tract, same being in the West line of that certain tract of land conveyed to Charles F. Mullaney, no deed recording information found;

THENCE along the common line of said Hubbard tract and said Mullaney tract as follows:

South 03 deg. 42 min. 25 sec. West, a distance of 242.79 feet to a point for angle point;

South 02 deg. 46 min. 12 sec. West, a distance of 170.00 feet to a Bois D'arc fence post found for angle point;

South 00 deg. 54 min. 56 sec. West, a distance of 436.90 feet to a 30" Bois D'arc tree found for angle point;

South 00 deg. 31 min. 29 sec. West, a distance of 789.02 feet to a fence post found for angle point;

South 00 deg. 24 min. 03 sec. West, a distance of 1022.54 feet to a mag nail found in asphalt for an angle point of the herein described tract, same being the southeast corner of said Hubbard tract, same being the Southwest corner of said Mullaney tract, same being in the approximate center of aforesaid County Road 92, same being in the North line of aforesaid Wilson Creek tract;

THENCE North 89 deg. 48 min. 33 sec. East, along the common line of said Wilson Creek tract, and said Mullaney tract, and the approximate center of said County Road 92, a distance of 891.03 feet to a MAG Nail

City of Celina, Ordinance No. 2019-_____ Parks at Wilson Creek

found for a northeast corner of the herein described tract, same being a northeast corner of said Wilson Creek tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

THENCE South 00 deg. 31 min. 00 sec. West, departing said County Road 92, and along said west fence line, a distance of 216.87 feet to a fence post found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract, same being the southwest corner of said Corinth Church (Cemetery) tract;

THENCE North 89 deg. 55 min. 37 sec. East, along the south fence line of said Corinth Church (Cemetery) tract, a distance of 94.21 feet to a 1/2 inch iron rod found for a northeast corner of the herein described tract, same being a northeast corner of said Wilson Creek tract, same being the most westerly northwest corner of that certain called 52.94 acre tract of land to Trustee of the Bilinda Cox Matussek Special Trust, dated June 20, 2012, as recorded in Instrument No. 20120724000891520, Official Public Records, Collin County, Texas, and recorded in Volume 1102, Page 767, said Deed Records;

THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Wilson Creek tract, and said Bilinda Cox Matussek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod found for the southeast corner of the herein described tract, same being the southeast corner of said Wilson Creek tract, same being the southwest corner of said Bilinda Cox Matussek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

THENCE West, along the common line of said Wilson Creek tract, and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point for the herein described tract, same being an angle point in the south line of said Wilson Creek tract;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Wilson Creek tract and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the southeast corner of that certain tract of land to Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

THENCE along the common line of said Wilson Creek tract, and said Celina/Coit Road tract as follows:

North 00 deg. 06 min. 46 sec. West, a distance of 1,649.88 feet to a 1/2 inch iron rod found for an angle point;

North 54 deg. 49 min. 00 sec. East, a distance of 297.00 feet to a 1/2 inch iron rod found for an angle point;

North 00 deg. 55 min. 00 sec. East, a distance of 91.10 feet to a 1/2 inch iron rod found for an angle point, said corner being a northeast corner of said Celina/Coit Road tract;

South 89 deg. 54 min. 18 sec. East, a distance of 166.57 feet to a 1/2 inch iron rod found for an angle point, said point being in a north/south wire fence;

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554, Pg1002), a total distance of 1,483.98 feet to a MAG Nail found in asphalt for a northwest corner of the herein described tract, same being a northwest corner of said Wilson Creek tract, same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract and a northeast corner of said McKnight tract (V5554,Pg1002);

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod found for a southwest corner of the herein described tract, same being a southwest corner of said Wilson Creek tract, same being an internal corner of said McKnight tract (V5554,Pg1002);

North 06 deg. 24 min. 00 sec. West, a distance of 258.73 feet to a Mag Nail found in the approximate center of said County Road 92 (a northwesterly turn of said County Road 92), same being an angle point for the herein described tract, same being an angle point of said Wilson Creek tract, said angle point being the south corner of that certain called 0.690 acre tract of land to Mrs. Guy R. Bunch, aka Vera M. Bunch, by deed recorded in Volume 840, Page 685, aforesaid Deed Records;

THENCE along the common line of said Wilson Creek tract, and said Bunch tract as follows:

North 06 deg. 23 min. 59 sec. West, departing said County Road 92, a distance of 321.67 feet to a 1/2 inch iron rod found;

North 79 deg. 59 min. 40 sec. West, a distance of 111.10 feet to a 1/2 inch iron rod found;

North 02 deg. 12 min. 00 sec. East, a distance of 33.30 feet to a 1/2 inch iron rod found for an internal angle of the herein described tract, same being an internal angle of said Wilson Creek tract same being the northeast corner of said Bunch tract, same being at a westerly turn in said County Road 92;

West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554,Pg1002), and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail found for the most westerly southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554,Pg1002), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

THENCE along the approximate center of said County Road 90 as follows:

North 00 deg. 20 min. 27 sec. East, along the west line of said Wilson Creek tract, and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail found for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 267.50 feet, and a chord bearing and distance of North 08 deg. 48 min. 32 sec. East, 266.32 feet to a MAG Nail found at the approximate intersection of said County Road 90 with the approximate centerline of an east/west asphalt road commonly known as County Road 91, said corner being the southeast end of a 45' right-of-way dedication from the centerline of said County Road 90 to the West, by Copperfield Settlement, as recorded

in Cabinet N, Page 737, aforesaid Deed Records, said corner being the beginning of a curve to the left having a radius of 1090.03 feet, and a delta angle of 15 deg. 28 min. 07 sec.;

In a northeasterly direction, and along said curve to the left, an arc distance of 294.28 feet, and a chord bearing and distance of North 06 deg. 01 min. 16 sec. East, 293.39 feet to a MAG Nail found;

North 02 deg. 37 min. 59 sec. East, a distance of 867.17 feet to a MAG Nail found for the beginning of a curve to the right having a radius of 971.20 feet, and a delta angle of 10 deg. 24 min. 10 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail found for the northwest corner of the herein described tract, the most northerly northwest corner of said Wilson Creek tract, same being in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Wilson Creek tract, and said Willard Properties tract, a distance of 2,530.20 feet to a 1/2 inch iron rod found for the most northerly northeast corner of the herein described tract, same being the most northerly northeast corner of said Wilson Creek tract, same being the northwest corner of aforesaid City of Celina tract;

THENCE along the common line of said Wilson Creek tract, and City of Celina tract as follows:

South 16 deg. 19 min. 27 sec. West, 215.25 feet to a 1/2 inch iron rod found;

South 22 deg. 07 min. 10 sec. West, 515.30 feet to a 1/2 inch iron rod found;

South 11 deg. 47 min. 13 sec. West, 616.95 feet to a 1/2 inch iron rod found;

South 25 deg. 58 min. 10 sec. West, 502.16 feet to a 1/2 inch iron rod found;

South 10 deg. 04 min. 38 sec. East, 566.59 feet to a 1/2 inch iron rod found;

South 13 deg. 57 min. 18 sec. West, 482.67 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 34 deg. 30 min. 39 sec.;

In a southeasterly direction, and along said non-tangent curve to the left, an arc distance of 1355.24 feet, with a chord bearing and distance of South 60 deg. 14 min. 31 sec. East, 1334.85 feet to a 1/2 inch iron rod found for an angle point for the herein described tract, same being the south corner of said Wilson Creek tract, same being an angle point of said City of Celina Tract;

THENCE North 00 deg. 09 min. 01 sec. East, a distance of 160.54 feet to the POINT OF BEGINNING and containing 669.95 acres of computed land, more or less.

EXHIBIT B

Development Standards

For an approximately 669.95 acre tract of land out of the Charles P. Rice, Abstract No. 771, Samuel Queen, Abstract No. 731, Mary Howell, Abstract 395, in the City of Celina ETJ and Collin County, Texas. *(Please refer to Appendices to review a variety of maps relative to this PD and refer to Section 12 for a legal description of the tract's overall boundary.)*

Purpose

The purpose of this Master Planned Development is to create a quality traditional neighborhood that promotes home, health, and community by providing opportunities for education and outdoor recreational activities for families who reside in this development. At the center of this master planned development will be a 100-acre City park situated adjacent to Wilson Creek that will offer a multitude of individual and team related activities. In addition, there will be a series of trails that connect the aforementioned City Park to other natural and developed open space areas spread throughout the development. The Open Space areas shall consist of existing trees, proposed trails, ornamental trees and shade trees. In addition, this planned development provides an opportunity for the development of limited neighborhood commercial services that would serve the community.

Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, as exists or may be amended.

General Regulations

All regulations for The Parks at Wilson Creek not redefined by this amendment shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance as they exist or may be amended.

Any future modification to these PD Development Regulations shall be limited to the specific neighborhoods being modified. An application to amend this PD ordinance shall contain the signatures of all owners of the portions of the property within the PD that are the subject of the request for an amendment. The signature of all property owners within the PD boundaries is not required for amendments that are limited to a portion of the PD. A metes and bounds description and Neighborhood Exhibit for each neighborhood is provided herein; refer to Appendix "B."

A property owners association and/or Public Improvement District (PID) shall be established and shall be responsible for the maintenance of all open space areas. Upon approval of a final plat, the raising of large animals such as horses, swine, sheep, cows, etc. on any lot less than 2 acres is prohibited.

All single-family detached lots 50-feet or wider and attached residences can be front-entry and have garage access from a dedicated public street; all single-family detached lots less than 50-feet in width shall have garage access from a dedicated public alley.

The Concept Plan depicts two principal districts a "SF-R" and "R/O" district and Neighborhoods I – VII; refer to Appendix "A." The maximum number of residential lots within the "SF" district (neighborhoods I-VI) shall be 2500. Furthermore, at the time of full build out of The Parks at Wilson Creek, the maximum number of Type 3 or Type 4 lots within neighborhoods I-IV shall be a maximum of 55% but Type 4 lots shall be a maximum of 250 lots, and the minimum

number of Type 1 lots within neighborhoods I-VI shall be 10%. The future school site, shown on the Concept Plan, shall be reserved for a CISD elementary school in accordance with the development agreement. If the reserved site is not developed by CISD for an elementary school within ten (10) years from the time the site has road, water and sewer access at the perimeter of the site then it shall be developed as SF-R.

Use Regulations

The permitted uses within each Neighborhood are outlined below. In addition, any residential or commercial use that is less intense than any permitted use within each neighborhood, as determined by the Director of Planning and Development Services, is also permitted. *(For a visual representation of the Concept Plan, refer to Appendix A; note, the Concept Plan and associated Neighborhoods are not a Phasing Exhibit.):*

Neighborhood “I” (+/- 99 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood “II” (+/- 128 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood “III” (+/- 188 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood “IV” (+/- 141 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood “V” (+/- 70 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood “VI” (+/- 38 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood “VII” (+/- 6 ac.): The permitted uses shall be “R/O” Retail/Office District Uses permitted by Section 14.03.007 of the City of Celina Zoning Ordinance, as well as the following uses:

Additional Permitted (P) or Conditional (C) uses in Neighborhood “VII”:

Armed services recruiting center	P
Artist Studio	P
Auto laundry or carwash	C
Auto supply store for new & rebuilt parts	P
Bakery or confectionery (retail)	P
Bank/credit union	P
Child day care (business)	P
Church/place of worship	P
Concrete or asphalt batching plant (temporary)	P

Convenience store		C
Farmers market (public)	C	
Food and grocery store (with or without beer/wine sales)	P	
Funeral home (no crematorium)	C	
Garden shop (inside storage)	P	
General retail store		P
Kiosk (providing a service)		C
Laundry/dry cleaning (drop off/pick up)	C	
Motorcycle sales and repair	C	
Nursing/convalescent home	C	
Offices (professional and general business)	P	
Parking lot structure, commercial (auto)	P	
Personal service shop	P	
Pet and animal grooming shop (no outside runs)	P	
Private Street Subdivision		C
Restaurant (with drive-through service)	C	
Restaurant (with no drive through service)	P	
Retirement home/home for the aged	P	
School (Public)s		P
Theater or playhouse (indoor)	P	
Veterinarian (indoor kennels)	P	

Area Regulations

General Area regulations:

- (a) The lot widths shall be measured along the arc of the front building line.
- (b) The maximum lot coverage for conditioned space is sixty (60) percent.
- (c) For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet.

The following amended area regulations shall apply (*For a visual representation of the Concept Plan, refer to Appendix A*):

Type 1:

Minimum Lot Area: The minimum lot area shall be nine-thousand (9,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy (70) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be seven (7) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type 2:

Minimum Lot Area: The minimum lot area shall be seventy-five hundred (7,500) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet or twenty (20) feet with a garage door set-back of twenty-five (25) feet; dwellings with a “J-swing” garage may also have a minimum front yard of twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type 3:

Minimum Lot Area: The minimum lot area shall be fifty-five-hundred (5,500) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred (100) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet except for the garage door which shall be a minimum of twenty-one (2) feet, except for zero lot line lots with “J-swing” garage may have a minimum Front yard of fifteen (15) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance for the zero/ten side yard product. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

Type 4:

Minimum Lot Area: The minimum lot area shall be thirty-six-hundred (3,600) square feet.

Minimum Lot Width: The minimum lot width shall be forty (40) feet.

Minimum Lot Depth: The minimum lot depth shall be ninety (90) feet.

Minimum Front Yard: The minimum depth of the front yard shall be ten (10) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet, except for “Zero Lot Line” lots which may have a minimum rear yard of five (5) feet.

Minimum Side Yard: The minimum side yard for “Zero Lot Line” lots shall be zero (0) feet and ten (10) feet or seven (7) feet and three (3) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance for the zero/ten side yard product. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

Type 5:

For area regulations, refer to the current City of Celina Zoning Ordinance R/O standards, except as follows:

Area regulations: The maximum lot size shall be eight (8) acres.

Parking Regulations

Residential: For lots fifty (50) feet or wider, the minimum off-street parking requirement for single family residences is two (2) enclosed and two (2) driveway spaces for vehicles per dwelling unit that are located behind the front building line. For “Zero Lot Line” lots less than fifty (50) feet in width, an Urban Street Section is required; please refer to Appendix ____.

Non-Residential: The parking requirement for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.043 of the City of Celina Zoning Ordinance, as exists or may be amended.

Building Regulations

The exterior building facade for single family residential structures shall meet or exceed the requirements outlined in Section 14.05.152 of the Celina Code of Ordinances except as follows:

- (a) The front façade of single-family residences shall be one-hundred (100) percent masonry exclusive of doors, windows, dormers and other architectural elements. The sides and rear elevations facing a public street shall also be one-hundred (100) percent masonry;

side and rear elevations not facing a public street shall not be less than fifty (50) percent masonry for each façade nor shall the combined overall be less than eighty (80) percent masonry, exclusive of doors and windows.

- (b) The building elevation of each lot adjacent to the proposed lot and located on the same street shall not be similar. Furthermore, the building elevation of the house most directly across the street from the proposed lot and the adjacent lots on either side of it shall not be similar.
- (c) For lots fifty (50) feet or wider, all garage doors shall be allowed at the front building line, but shall not be closer than twenty-one (21) feet from the street right-of-way.
- (d) The primary roof pitch for Type 1 - Type 2 shall not be less than 8:12 except for porches or Mediterranean style dwellings.
- (e) The primary roof pitch for Type 3 shall not be less than 6:12.
- (f) Only one (1) story single-family residences or two (2) story homes with 100% masonry facades with sides facing any future east-west arterial along the southern boundary of the subdivision (herein referred to as any "East-West Major Arterial" or "Future Outer Loop"), Coit Rd, Sunset Boulevard, and Roseland Parkway are required.
- (g) No building shall exceed two and one-half (2-1/2) stories in height or more than thirty-five (35) feet, measured at the mid-point between the top plate and the dominate roof ridge.
- (h) The requirements of this Section 7.1 shall be the exclusive building design requirements for single family structures in The Parks at Wilson Creek.

Exterior Building Façade of Accessory Structures:

- (a) Accessory structures shall be constructed of complementary material to the associated residence and the general architecture of the development.
- (b) Accessory structures shall be located not less than fifty (50) feet from the front lot line, fifteen (15) feet from any other street, and not less than three (3) feet from any side or rear lot line.
- (c) The maximum height of any accessory structure shall not exceed fifteen (15) feet.
- (d) No other building façade requirements shall apply to accessory structures.

Screening Regulations

General Screening (*For a visual representation of the Enhanced Paving & Screening, refer to Appendix C*):

- 1. Chain Link Fence is prohibited.
- 2. The following items shall be screened from the public street:
 - (a) Clothes lines or drying racks

- (b) Yard maintenance equipment
- (c) Garbage and refuse containers, except on collection day
- (d) Wood piles and compost piles
- (e) Accessory structures, such as dog houses, gazebos, storage sheds and green houses
- (f) Roof mounted TV antennas or dishes
- (g) Pool equipment

The following shall be the exclusive thoroughfare screening regulations for The Parks at Wilson Creek (refer to the Enhanced Paving and Screening Plan found in Appendix C):

- (a) A screening wall shall be provided generally along right-of-way or adjacent landscape buffer when residential lots have a rear yard or side yard adjacent to any East-West Major Arterial, Coit Road, Sunset Boulevard or Roseland Parkway. All screening walls shall be constructed in conjunction with the associated residential phase.
 - 1. A masonry (stone or brick) or thin wall for lots backing and siding to any East-West Major Arterial, Coit Road, Sunset Boulevard or Roseland Parkway.
 - 2. Masonry or ornamental metal or a combination thereof may be utilized where cul-de-sacs are adjacent to right-of-way for any East-West Major Arterial, Coit Road, Sunset Boulevard or Roseland Parkway;
- (b) Screening fences shall be as follows:
 - 1. For lots backing or siding to any major or minor arterial, a minimum six (6) foot masonry wall with columns shall be constructed. In addition, shrubs and/or trees shall be installed in front of the fence within the adjacent landscape buffer.
 - 2. For open ended cul-de-sac's adjacent to Sunset Boulevard, Roseland Parkway and Coit Road, a five (5) foot decorative metal fence and minimum five (5) foot masonry columns on a minimum of eighty (80) foot centers between the front building lines of open ended cul-de-sac's or streets with lots siding to the proposed thoroughfares is required. A connecting sidewalk through the ornamental metal fence is also required to provide a pedestrian connection between the arterial and residential street.
 - 3. Any use of ornamental metal shall be accompanied by trees or shrubbery in front of such metal on the thoroughfare side. Shrubby when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers, shade trees shall be a minimum of three (3) inches in diameter and ornamental trees shall be a minimum of thirty (30) gallon or six feet in height.
 - 4. No access through the rear or side yards of lots that side or back to any East-West Major Arterial, Coit Road, Sunset Boulevard or Roseland Parkway is

permitted.

5. The Subdivision name, Logo, or initials may be incorporated into the screening wall at the entrances and/or on the columns.

The following requirements together with the requirements in Section 10 below shall be the exclusive open space screening regulations for The Parks at Wilson Creek:

- (a) The rear yards of all single-family residences which back or side to an open space, unless otherwise shown on the Screening and Open Space Plan, shall have a five (5) foot ornamental metal fencing adjacent to the open space area. For rear and side yards that have a pool and are adjacent to an open space area, a six (6) foot ornamental fence is required. No fencing shall be allowed within the 100-yr. flood plain.

Builder's side yard screening regulations:

- (a) The builder shall construct fencing and landscaping in accordance with the "Side yard Fencing & Landscape Detail" found in Appendix "E."

9.0 Landscape & Irrigation Regulations

- 9.1 The residential builder of each lot shall provide at a minimum the following landscape material in lieu of the minimum landscaping requirement by the City of Celina Zoning Ordinance for single family lots:

Turf:

The front, side and rear yard of each shall be sodded and fully irrigated with an automatic sprinkler system.

Trees:

Type 1-3: There shall be a minimum of six (6) total diameter inches of shade or ornamental trees planted for each residential lot; however, at least fifty (50) percent of the trees shall be shade trees in the front yard. Type 1 and Type 2 lots shall have a minimum of 2 shade trees per lot.

Type 4: The landscape and irrigation shall be in accordance with Section 14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

Shrubs:

Type 1: There shall be a minimum of eighteen (18) 3-gallon shrubs across the front of the house.

Type 2 - Type 3: There shall be a minimum of ten (10) 3-gallon shrubs across the front of the house.

Type 4: The landscape and irrigation shall be in accordance with Section 14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

10.0 Open Space Regulations

10.1 General *(For a visual representation of the Trail and Open Space plan, refer to Appendix "D"):*

- (a) In addition to the 100-acre city park, there shall be a minimum of 10% or 65 acres of additional open space with Parks of Wilson Creek;*
- (b) All parks, floodplain, and open space areas are open to the public and shall count toward open space requirements.
- (c) All open space areas and detention areas shall count toward open space requirements and shall be owned and maintained by the HOA or the public improvement district. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices.
- (d) No physical improvements are permitted within the flood plain that would impact the capacity of the floodplain.
- (e) A continuous 10-foot landscape buffer is required to separate the right-of-way of Coit Road, Sunset Boulevard, and Roseland Parkway from single-family lot/s; however, it is permissible for a portion of a lot to encroach into the landscape buffer provided a minimum width of seven (7) feet is maintained and the average landscape buffer along each section of roadway is equal to or greater than the continuous 10-foot landscape buffer required.
- (f) The landscape buffer along the Outer Loop shall have shade or evergreen trees planted at a minimum ratio of one tree for every forty (40) feet of highway frontage (1:40).
- (g) A 12 foot concrete city trail shall be constructed on the east side of Wilson Creek within the overhead power line easement, as permitted by the power company, or generally along Wilson Creek from the south line of Parks of Wilson Creek to the south right-of-way line of Sunset Boulevard.
- (h) A minimum of twenty-five (25) percent of the Wilson Creek frontage north and south of Sunset Boulevard shall remain open and accessible from a street; based on the attached concept plan, approximately nine-hundred (900) feet south of Sunset Boulevard and approximately eight-hundred (800) feet north of Sunset shall remain open to a street.
- (i) All open space areas shall have a slope not greater than 4:1, unless they are naturally existing or structurally supported.
- (j) On the opposite side of the street from a six (6) foot concrete trail a five (5) foot walk shall be provided except as outlined below. The builder is responsible for constructing the trail and/or walk referenced above when the proposed trail/walk is located along the front and/or side of a lot.

10.2 Open Space Area Specifics:

Area A: This area is located outside and east of the designated right-of-way at the intersection of Future Coit Road and Sunset Boulevard and south. It shall include monument signage, screening wall and entry monument, a six (6) foot concrete trail, within a ten (10) foot landscape buffer, but not less than seven (7) feet along the east side of Coit Road and associated landscaping and irrigation.

Area B: This area is located adjacent to and outside of the east right-of-way line of future Coit Road and north of the said intersection. It shall include a six (6) foot concrete trail, signage, screening wall, within a ten (10) foot landscape buffer, but not less than seven (7) feet along the east side of Coit Road, and associated landscaping and irrigation.

Area C: This area is located east of Coit Road and south of future Sunset Boulevard to Roseland Parkway. It shall include a six (6) foot concrete trail within an a 10-foot wide landscape buffer, but not less than seven (7) feet, with shade trees planted on an average of fifty (50) feet on center. Clustering or grouping of trees is permitted. In addition, this area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated.

Area D: This area is located east of Wilson Creek west of Roseland Parkway and south of Sunset Boulevard. It shall include a twelve (12) foot concrete trail connecting to the City Park and Wilson Creek Trail within the overhead power line easement and associated landscaping and irrigation as permitted by the power company.

Area E: This area is located outside and south of Sunset Boulevard and east of Roseland Parkway. It shall include a six (6) foot concrete trail within a 10-foot wide landscape buffer, but not less than seven (7) feet with shade trees planted on an average of fifty (50) feet on center. Clustering or grouping of trees is permitted. In addition, this area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated.

Area F: This area is located at the southeast and southwest corners of the intersection of Roseland Parkway and Sunset Boulevard. It shall include landscaping and irrigation. The southwest corner shall include a private amenity center to be completed before the 500th building permit. This shall be the primary amenity center shall also include a pool, cabana and restroom facility, sports court(s), playground, trails, parking, and associated landscape and irrigation around these improvements.

Area G: This area is located outside the designated right-of-way on the north side of Sunset Boulevard. It shall include a ten (10) foot concrete trail within a of a ten (10) foot wide landscape buffer, but not less than seven (7) feet with shade trees planted on an average of fifty (50) feet on center. Clustering or grouping of trees is permitted. In addition, this area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated.

Area H: This area is located outside of and adjacent to the north right-of-way line of any East-West Major Arterial or Future Outer Loop. It shall be a minimum of forty (40) feet in width and an average of fifty (50) feet. It shall include shade trees or ever green trees planted at an average of forty (40) feet on center for every foot of frontage. Clustering or grouping of trees is permitted. This area may also be used to provide wet detention or retention with a fountain, dry detention is not permitted. Where residential lots back or side to any East-West Major Arterial or Future Outer Loop, a minimum ten (10) foot vertical barrier shall be created with a combination of berms, retaining walls, and a minimum six (6) foot masonry wall. This area shall be fully landscaped and irrigated.

Area I: This area is located outside of the designated right-of-way and on either side of Roseland Parkway, south of Sunset Boulevard. It shall include an a ten (10) foot wide landscape buffer, but not less than seven (7) feet with shade trees planted on an average of fifty (50) feet

on center. Clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median at the intersection(s) shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a six (6) foot concrete trail.

Area J: This area is located outside of the designated right-of-way, on the east side of Roseland Parkway, north of Sunset Boulevard. It shall include a ten (10) foot wide landscape buffer, but not less than seven (7) feet, with shade trees planted on an average of fifty (50) feet on center. Clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering six (6) foot concrete trail complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Area K: This area is located north of Sunset Boulevard and west of Wilson Creek, it shall include a six (6) foot concrete trail, a retention lake and fountain with associated landscaping and irrigation.

Area L: This area shall be a secondary amenity center for the community. It shall include a pool, cabanas and bathrooms, and associated landscaping and irrigation.

11.0 Subdivision Regulations

11.1 Development shall meet the standards as required by the applicable City of Celina Subdivision Ordinance except as follows:

- (a) Block length – The maximum block length shall be twelve hundred twenty (1,220) feet as measured from an intersection for Type 3 or Type 4 lots and a maximum of twelve hundred (1200) for Type 1 and Type 2 lots. Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.
- (b) Cul-de-Sac Length and Diameter: – The maximum cul-de-sac length is six-hundred (600) feet or as approved by the City. The bulb right-of-way radius shall be a minimum of fifty (50) feet and the paving radius shall be a minimum of 40.5-feet.
- (c) Center-line Radii – The minimum center-line radius for a minor arterial shall be one-thousand (1000) feet or as approved by the City; the minimum center-line radius for a major collector shall be six hundred (600) feet or as approved by the City; and the minimum center-line radius for a residential street shall be one-hundred-fifty (150) feet or as approved by the City.
- (d) Jog – The minimum street jog shall be one-hundred twenty-five (125) feet.
- (e) Sunset Boulevard: – Sunset Boulevard shall be a four (4) lane divided roadway within a one-hundred (100) foot right-of-way that will be acquired by or dedicated to the City. The Developer will be responsible for the dedication of right-of-way and the construction of two (2) eleven (11) foot lanes and a five (5) foot bike lane in both directions, the construction of left turn lanes at intersections, and the ROW shall flare at intersections

to provide an additional ten (10) feet of ROW for right turn lanes at intersections. The median shall be maintained by the HOA.

- (f) Roseland Parkway: Roseland Parkway shall be an undivided roadway within a seventy (75) foot right-of-way that will be acquired by or dedicated to the City. The Developer will be responsible for the dedication of right-of-way and construction of two (2) eleven (11) foot lanes and a five (5) foot bike lane in both directions, left turn lanes at intersections, and the ROW shall flare to provide an additional ten (10) feet of ROW for right turn lanes at intersections.
- (g) Coit Road: It is anticipated that right-of-way acquisitions or dedications of sixty (60) feet along Coit Road (a future 120-foot right-of-way) shall be required in the future.. The Developer will be responsible for the construction of two (2) eleven (11) foot lanes and a five (5) foot bike lane in both directions, left turn lanes at intersections, and the ROW shall flare to provide an additional ten (10) feet of ROW for right turn lanes at intersections.
- (h) Turn Lanes: Turn lanes shall provide one-hundred (100) foot of stacking and one-hundred (100) foot of transition. Left turn and/or deceleration lanes, along with and any associated right-of-way, shall be constructed as required by the TIA or as required by the City's Director of Engineering at platting.
- (i) Tree Surveys: Tree surveys required as a part of the General Development Plan GDP shall be submitted at the time of Construction Plat application.
- (j) Plat Extensions: If requested in writing by the owner or developer prior to the expiration date, any approved construction plat/preliminary plat, construction plat or construction drawings shall be automatically extended one time for one year. The City's staff shall provide written confirmation of such one-year extension upon receipt of the owner's or developer's written request for such extension.

11.2 Development shall meet or exceed the design criteria outlined below:

(a) **Residential Lot Grading:**

- 1. Front & Rear Yards – the front and/or rear yard slopes shall not be less than one (1) percent nor greater than twelve (12) percent without requiring a wall.
- 2. Driveway – the driveway slope shall not exceed fourteen (14) percent.
- 3. Side Yards – the horizontal side yard slope shall not exceed 3:1; the minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.

(b) **Paving:**

- 1. Residential Streets – the residential streets shall be twenty-nine (29) feet wide from back-to-back;
- 2. Minimum Street Grade – the street grade shall not be less than 0.6% or (6) inches every one (100) feet.

3. Maximum Street Grade – the street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
4. Sidewalks – the residential sidewalks shall be five (5) feet wide and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement.
5. Trails – the trails shall be six (6) feet wide and shall serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than three (3) feet to the back-of-curb or five (5) feet to the screening wall/fence.
6. Curb Return Radii – the curb radii for Major Arterial shall be forty(40) feet; the curb radii for Minor Arterial/Collectors shall be thirty (30) feet; and the curb radii for residential streets shall be twenty (20) feet.
6. Run-off Co-efficient (C) – the residential run-off co-efficient shall be 0.6.; the run-off co-efficient for commercial shall be 0.9.
7. Time of Concentration (TC) – the time of concentration for residential areas shall be fifteen (15) minutes and the time of concentration for commercial shall be ten (10) minutes.
8. Rainfall Intensity (I) – the rainfall intensity for residential areas shall be 7.52 in/hr and the rainfall intensity for commercial areas shall be 8.88 in/hr.

(c) General Storm Sewer Requirements

1. Storm Inlets – all storm inlets shall be standard non-recessed inlet and shall be either five (5), six (6), eight (8), ten (10), twelve (12), or fourteen (14) feet in length. Any inlet in a sag shall not be less than ten (10) feet.
2. Hydraulic Grade Line – the 100-yr HGL shall not be less than one (1) foot below the top-of-curb.

(d) Sanitary Sewer Mains

1. Minimum Size – the minimum sewer main size shall be eight (8) inches.
2. Clean-outs – clean-outs are allowed at the up-stream end of a sewer main provided the main is three-hundred (300) feet or less in length.
3. Minimum Radius – the minimum center-line radius for sewer mains shall be two-hundred feet.
4. Pipe Embedment – the embedment for sewer mains shall generally be class B+, unless otherwise noted by the engineer of record.
5. Services – all residential sewer services shall be four (4) inches in diameter, located in the center of the lot and extended ten (10) feet beyond the right-of-way; each lot shall have its own service.

(e) Domestic Water

1. Minimum Size – the minimum water main size shall be eight (8) inches.
2. Services – all residential domestic water services shall be 1-inch for all lots. The services shall be located two (2) feet from a common lot line and the meter box shall be located next to the curb; each lot shall have its own service and meter box.
3. Fire Hydrants - a fire hydrant shall be located every five-hundred (500) feet along the water main and placed two (2) feet behind the back-of-curb.
4. Off-site Water Extensions – any off-site domestic water main extensions shall meet or exceed the requirements specified by the City of Celina.

(f) Miscellaneous

1. Street Light Standards – a street light shall be located a maximum of five-hundred (500) feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development and be LED where available. Street lights shall be located in the median for 4-lane divided roadways or greater.
2. Intersections – all roadway intersections shall be within five (5) degrees of ninety (90) at the intersection of the two right-of-ways, with a twenty-five (25) foot tangent measured from the back of curb, unless otherwise approved by the City Engineer.

12.0 Legal Description

Being a portion of that certain 160 acre lot tract or parcel of land situated in the Mary Howell Survey, Abstract No. 395, and being located in Collin County, Texas, and being a portion of that certain tract of land to Moses Hubbard, by Warranty Deed Recorded in Volume 5, Page 273, Deed Records, Collin County, Texas, and being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre and 320 acre Surveys, Abstracts No. 985 & 983, the Levin Routh 640 acre Survey, Abstract No. 779, and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being all of that certain tract of land to The Parks at Wilson Creek, L.P., by deeds recorded under Instrument Number 20130830001229360 and Instrument Number 20130830001229380, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a MAG Nail found in asphalt for the southwest corner of said Hubbard tract, same being the approximate center of an east/west asphalt road commonly known as County Road 92 (an undedicated prescriptive public right-of-way at this point), same being a northwest corner of said Wilson Creek tract, same being on the east line of that certain tract of land conveyed to The City of Celina, by deed recorded under Instrument Number 20130830001229430, Official Public Records, Collin County, Texas;

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Hubbard tract and said Wilson Creek tract, and the approximate center of said County Road 92, a distance of 28.38 feet to a point for an internal corner of the herein described tract;

THENCE North 20 deg. 03 min. 37 sec. East, through the interior of said Hubbard tract, a distance of 2819.44 feet to a 1/2 inch iron rod set for a northwest corner of herein described tract, same being in the north line of said Hubbard tract, same being in the South line of that certain tract of land conveyed to Jerry Bob Willard and Wife, Jane Willard, by deed recorded in Volume 1337, Page 248, aforesaid Deed Records;

THENCE North 89 deg. 18 min. 42 sec. East, along the common line of said Hubbard tract and said Willard tract, a distance of 1681.28 feet to a Bois D' arc fence post found for a northeast corner of the herein described tract, same being the northeast corner of said Hubbard tract, same being the Southeast corner of said Willard tract, same being in the West line of that certain tract of land conveyed to Charles F. Mullaney, no deed recording information found;

THENCE along the common line of said Hubbard tract and said Mullaney tract as follows:

South 03 deg. 42 min. 25 sec. West, a distance of 242.79 feet to a point for angle point;

South 02 deg. 46 min. 12 sec. West, a distance of 170.00 feet to a Bois D'arc fence post found for angle point;

South 00 deg. 54 min. 56 sec. West, a distance of 436.90 feet to a 30" Bois D'arc tree found for angle point;

South 00 deg. 31 min. 29 sec. West, a distance of 789.02 feet to a fence post found for angle point;

South 00 deg. 24 min. 03 sec. West, a distance of 1022.54 feet to a mag nail found in asphalt for an angle point of the herein described tract, same being the southeast corner of said Hubbard tract, same being the Southwest corner of said Mullaney tract, same being in the approximate center of aforesaid County Road 92, same being in the North line of aforesaid Wilson Creek tract;

THENCE North 89 deg. 48 min. 33 sec. East, along the common line of said Wilson Creek tract, and said Mullaney tract, and the approximate center of said County Road 92, a distance of 891.03 feet to a MAG Nail found for a northeast corner of the herein described tract, same being a northeast corner of said Wilson Creek tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

THENCE South 00 deg. 31 min. 00 sec. West, departing said County Road 92, and along said west fence line, a distance of 216.87 feet to a fence post found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract, same being the southwest corner of said Corinth Church (Cemetery) tract;

THENCE North 89 deg. 55 min. 37 sec. East, along the south fence line of said Corinth Church (Cemetery) tract, a distance of 94.21 feet to a 1/2 inch iron rod found for a northeast corner of the herein described tract, same being a northeast corner of said Wilson Creek tract, same being the most westerly northwest corner of that certain called 52.94 acre tract of land to Trustee of the Bilinda Cox Matussek Special Trust, dated June 20, 2012, as recorded in Instrument No. 20120724000891520, Official Public Records, Collin County, Texas, and recorded in Volume 1102, Page 767, said Deed Records;

THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Wilson Creek tract, and said Bilinda Cox Matussek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod found for the southeast corner of the herein described tract, same being the southeast corner of said Wilson Creek tract, same being the southwest corner of said Bilinda Cox Matussek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

THENCE West, along the common line of said Wilson Creek tract, and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point for the herein described tract, same being an angle point in the south line of said Wilson Creek tract;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Wilson Creek tract and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the southeast corner of that certain tract of land to Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

THENCE along the common line of said Wilson Creek tract, and said Celina/Coit Road tract as follows:

North 00 deg. 06 min. 46 sec. West, a distance of 1,649.88 feet to a 1/2 inch iron rod found for an angle point;

North 54 deg. 49 min. 00 sec. East, a distance of 297.00 feet to a 1/2 inch iron rod found for an angle point;

North 00 deg. 55 min. 00 sec. East, a distance of 91.10 feet to a 1/2 inch iron rod found for an angle point, said corner being a northeast corner of said Celina/Coit Road tract;

South 89 deg. 54 min. 18 sec. East, a distance of 166.57 feet to a 1/2 inch iron rod found for an angle point, said point being in a north/south wire fence;

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002), a total distance of 1,483.98 feet to a MAG Nail found in asphalt for a northwest corner of the herein described tract, same being a northwest corner of said Wilson Creek tract, same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract and a northeast corner of said McKnight tract (V5554,Pg1002);

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod found for a southwest corner of the herein described tract, same being a southwest corner of said Wilson Creek tract, same being an internal corner of said McKnight tract (V5554,Pg1002);

North 06 deg. 24 min. 00 sec. West, a distance of 258.73 feet to a Mag Nail found in the approximate center of said County Road 92 (a northwesterly turn of said County Road 92), same being an angle point for the herein described tract, same being an angle point of said Wilson Creek tract, said angle point being the south corner of that certain called 0.690 acre tract of land to Mrs. Guy R. Bunch, aka Vera M. Bunch, by deed recorded in Volume 840, Page 685, aforesaid Deed Records;

THENCE along the common line of said Wilson Creek tract, and said Bunch tract as follows:

North 06 deg. 23 min. 59 sec. West, departing said County Road 92, a distance of 321.67 feet to a 1/2 inch iron rod found;

North 79 deg. 59 min. 40 sec. West, a distance of 111.10 feet to a 1/2 inch iron rod found;

North 02 deg. 12 min. 00 sec. East, a distance of 33.30 feet to a 1/2 inch iron rod found for an internal angle of the herein described tract, same being and internal angle of said Wilson Creek tract same being the northeast corner of said Bunch tract, same being at a westerly turn in said County Road 92;

West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554,Pg1002), and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail found for the most westerly southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554,Pg1002), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

THENCE along the approximate center of said County Road 90 as follows:

North 00 deg. 20 min. 27 sec. East, along the west line of said Wilson Creek tract, and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail found for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 267.50 feet, and a chord bearing and distance of North 08 deg. 48 min. 32 sec. East, 266.32 feet to a MAG Nail found at the approximate intersection of said County Road 90 with the approximate centerline of an east/west asphalt road commonly known as County Road 91, said corner being the southeast end of a 45' right-of-way dedication from the centerline of said County Road 90 to the West, by Copperfield Settlement, as recorded in Cabinet N, Page 737, aforesaid Deed Records, said corner being the beginning of a curve to the left having a radius of 1090.03 feet, and a delta angle of 15 deg. 28 min. 07 sec.;

In a northeasterly direction, and along said curve to the left, an arc distance of 294.28 feet, and a chord bearing and distance of North 06 deg. 01 min. 16 sec. East, 293.39 feet to a MAG Nail found;

North 02 deg. 37 min. 59 sec. East, a distance of 867.17 feet to a MAG Nail found for the beginning of a curve to the right having a radius of 971.20 feet, and a delta angle of 10 deg. 24 min. 10 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail found for the northwest corner of the herein described tract, the most northerly northwest corner of said Wilson Creek tract, same being in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Wilson Creek tract, and said Willard Properties tract, a distance of 2,530.20 feet to a 1/2 inch iron rod found for the most northerly northeast corner of the herein described tract, same being the most northerly northeast corner of said Wilson Creek tract, same being the northwest corner of aforesaid City of Celina tract;

THENCE along the common line of said Wilson Creek tract, and City of Celina tract as follows:

South 16 deg. 19 min. 27 sec. West, 215.25 feet to a 1/2 inch iron rod found;

South 22 deg. 07 min. 10 sec. West, 515.30 feet to a 1/2 inch iron rod found;

South 11 deg. 47 min. 13 sec. West, 616.95 feet to a 1/2 inch iron rod found;

South 25 deg. 58 min. 10 sec. West, 502.16 feet to a 1/2 inch iron rod found;

South 10 deg. 04 min. 38 sec. East, 566.59 feet to a 1/2 inch iron rod found;

South 13 deg. 57 min. 18 sec. West, 482.67 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 34 deg. 30 min. 39 sec.;

In a southeasterly direction, and along said non-tangent curve to the left, an arc distance of 1355.24 feet, with a chord bearing and distance of South 60 deg. 14 min. 31 sec. East, 1334.85 feet to a 1/2 inch iron rod found for an angle point for the herein described tract, same being the south corner of said Wilson Creek tract, same being an angle point of said City of Celina Tract;

THENCE North 00 deg. 09 min. 01 sec. East, a distance of 160.54 feet to the POINT OF BEGINNING and containing 669.95 acres of computed land, more or less.

Appendix “A”



Appendix “B”

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Note: Neighborhood Exhibit's will be included with the PD Zoning Ordinance at a later date.

**LEGAL DESCRIPTION
NEIGHBORHOOD I-VII**

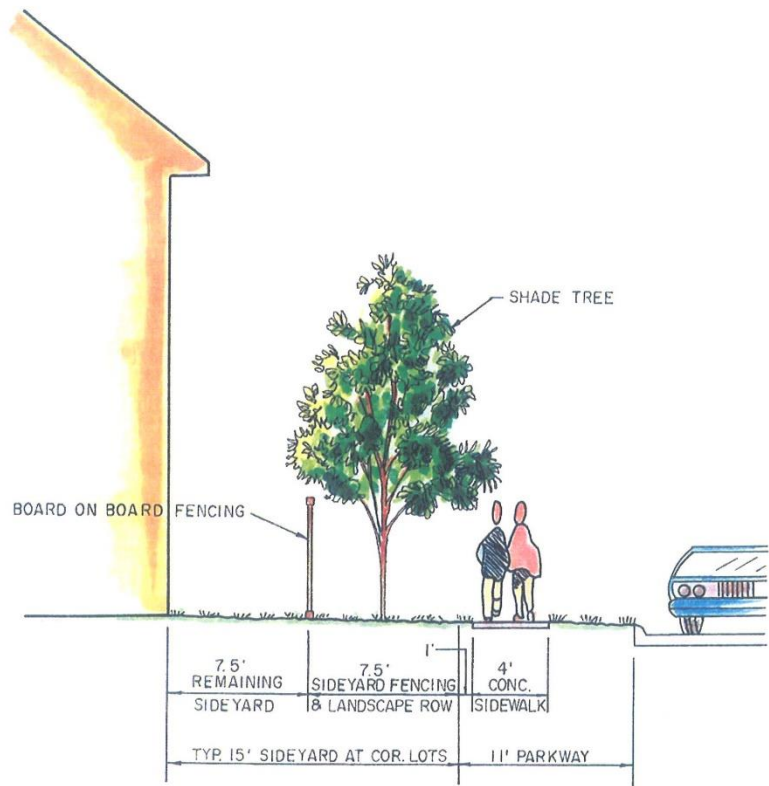
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Attachment: Ordinance PAWC PD Zoning (Parks at Wilson Creek - Revised PD)

Appendix “C”



Appendix “E”



Attachment: Ordinance PAWC PD Zoning (Parks at Wilson Creek - Revised PD)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: October 8, 2019
 Re: The Grove at Frontier/Lanterra PD Amendment

Action Requested:

The Celina City Council will conduct a Public Hearing to consider and act upon an ordinance 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 rezoning an approximately 33 acre tract of land, amending the Development Regulations of Planned Development (PD) No. 67 to allow for a mixed use development. The tract is generally located on the northwest corner of Preston Road and Frontier Parkway within the City Limits. (The Grove at Frontier/Lanterra Planned Development Amendment) (McAfee)

Applicant:

Bohler Engineering
 6017 Main Street
 Frisco, TX 75034

Developer:

Lanterra Group, LLC
 4261 E. University Dr. #30-361
 Prosper, TX 75078

Background Information:

The applicant is requesting to amend the Development Regulations of Planned Development No. 67 for a mixed-used development. The developer is proposing an urban edge multi-family use as well as a transitional tract with potential single-story multi-family. The remainder of the tract, with frontage on both Frontier Parkway and Preston Road, is proposed for non-residential development, including retail, restaurant, and office uses.

Board Review/Citizen Input:

At the September 17, 2019 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on September 20, 2019.

Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the

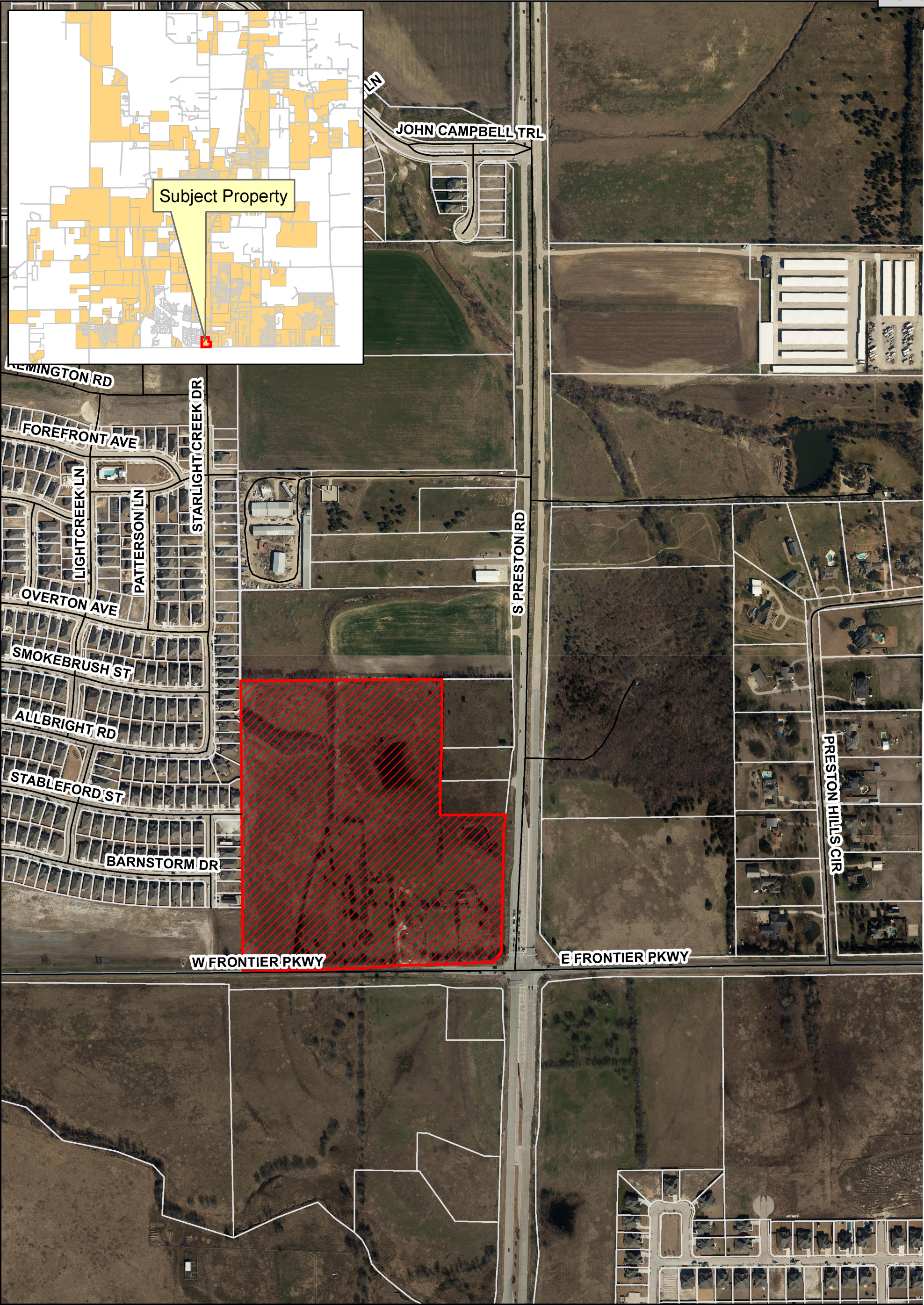
subject property. Staff received inquiries for more information regarding this proposal.

Supporting Documents:

- Location Map
- Staff Presentation
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (The Grove at Frontier/Lanterra PD Amendment)



The Grove at Frontier/ Lanterra Location Map

Date: 8/26/2019

Legend

- Roads
-  Lanterra
-  Parcels

0 375 750 Feet

Packet Pg. 430

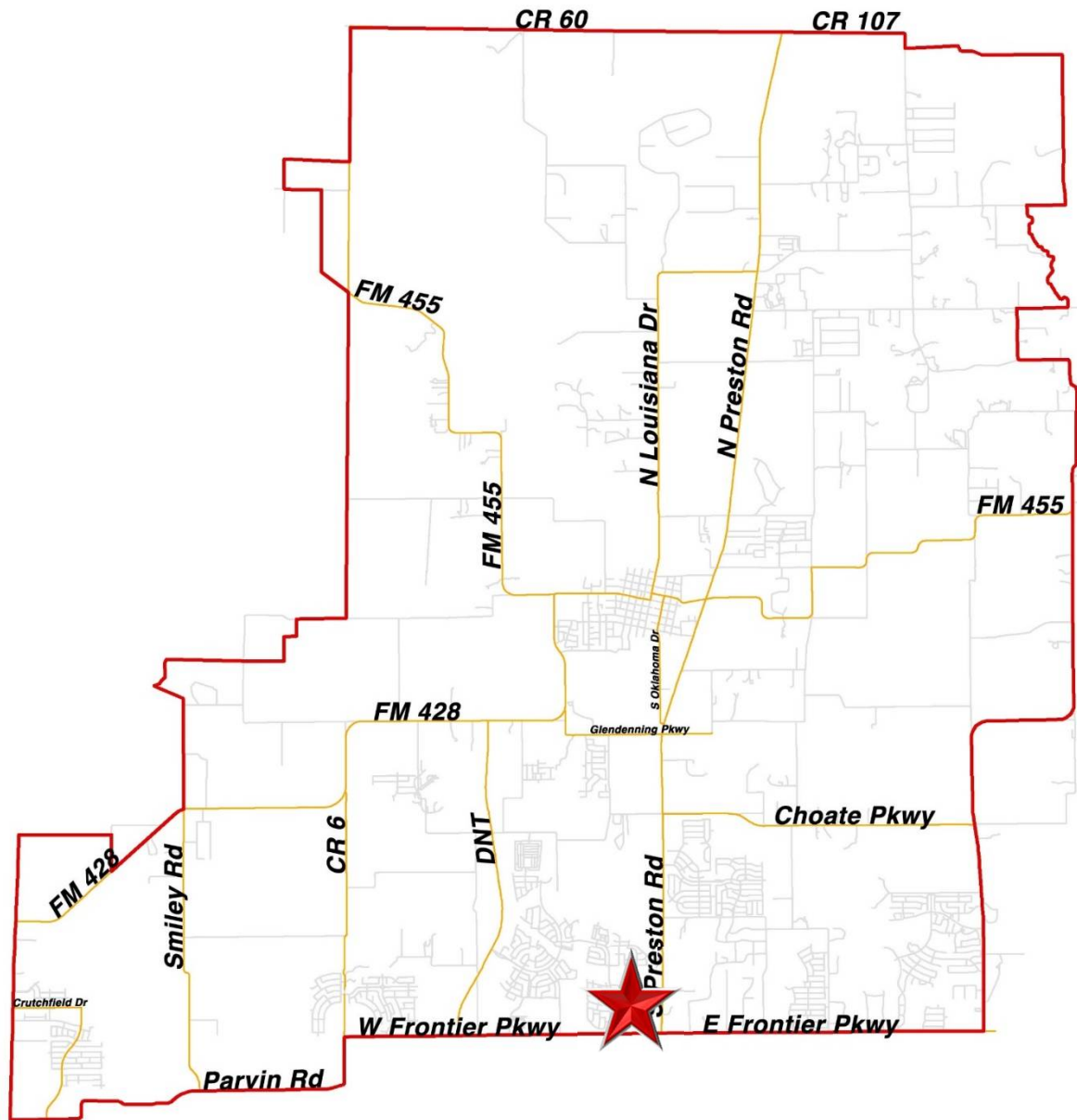
The Grove at Frontier (Lanterra)

Planned Development Amendment

City Council

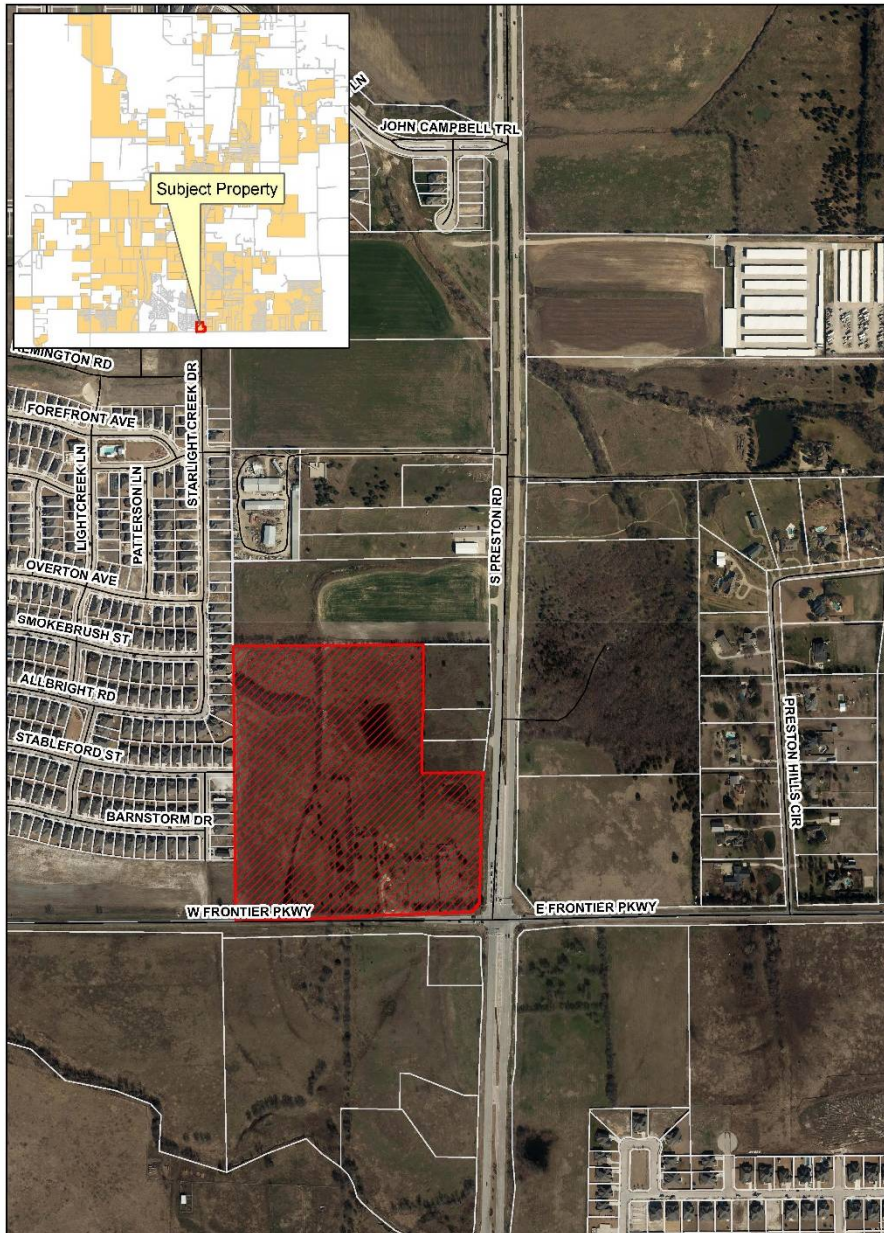
October 8, 2019





Attachment: Staff Presentation (The Grove at Frontier/Lanterra PD Amendment)





Location Map

The property is located on the northwest corner of Preston Road and Frontier Parkway

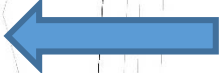
Background

- This subject property is located within the City Limits and is currently zoned PD #67 from 2016
- The existing PD included traditional retail, restaurant, and office uses, including a big box development
- The applicant's request is for retail, restaurant, and office uses, in addition to an urban edge multi-family use as well as a transitional tract with potential single-story multi-family



Concept Plan

Western
Transitional
Tract



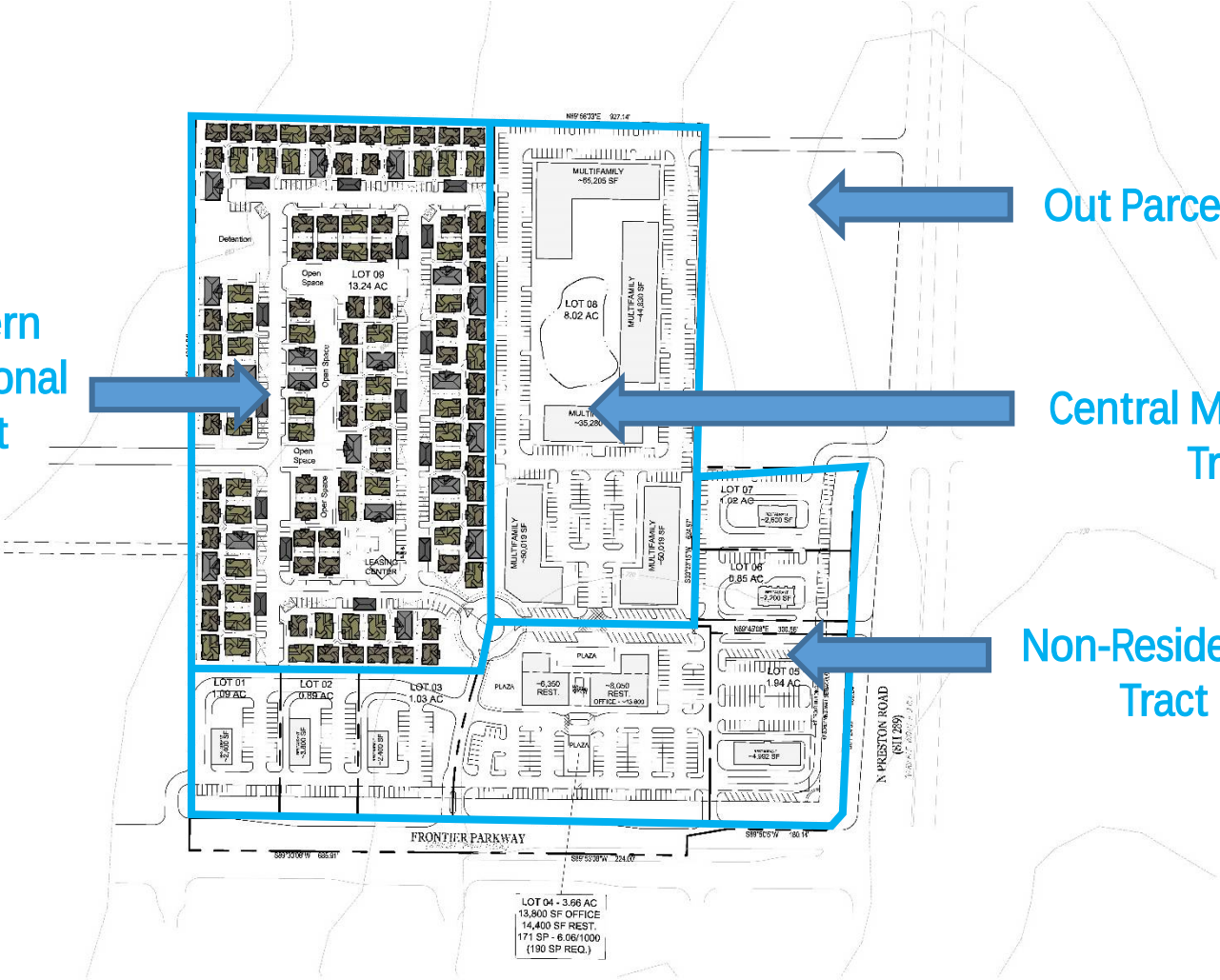
Out Parcel



Central Multi-Family
Tract



Non-Residential
Tract



Attachment: Staff Presentation (The Grove at Frontier/Lanterra PD Amendment)



Project Overview

- The property is divided into three tracts:
 1. Western Transitional
 2. Non-Residential
 3. Central Multi-Family
- Architecture and landscape requirements are to follow base ZO standards
- 10' sidewalks along Preston and Frontier
- Vehicular and pedestrian internal connectivity provided for site integration
- Distinct entry feature at hard corner to include municipal theme being a gateway into City



Project Overview – Western Transitional

- Flexible for retail, office, light commercial, townhouse, and low-impact multi-family
- All MF limited to 2 stories and maximum of 200 units
- 8' masonry wall if developed as commercial or multi-family (i.e. no wall if townhomes)



Project Overview – Nonresidential

- Preston & Frontier frontages reserved for retail pad development
- One tract is reserved for a future mid-rise office building
- Additional land use restrictions including alternative financial services (cash checking), auto sales, body art studio (tattoo), and pawn shops
- Gateway feature at corner



Project Overview – Central Multi-Family

- Maximum 350 units allowed
- Height 3 to 4 stories
- Urban Edge (buildings pushed to street, parking on the interior)
- Severe elevation changes (30' drop) on the tract challenge the viability of pure retail away from the frontages





Attachment: Staff Presentation (The Grove at Frontier/Lanterra PD Amendment)





Attachment: Staff Presentation (The Grove at Frontier/Lanterra PD Amendment)





Policy Considerations

- Corner is appropriate for retail and office land uses
- Amount of multi-family is limited, is high quality, well-designed, and not on true retail dirt
- Strong ad-valorem value
- Mixed-use will provide an attractive gateway into the City
- Mid-rise office reservation advances many of Celina's goals



P&Z Public Hearing

- One resident spoke at the September 17th public hearing with general comments that were answered during the meeting by Staff



Recommendation

- Notices were published in compliance with State and local law
- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its September 17th regular meeting
- Staff recommends approval of the PD as presented



CITY OF CELINA, TEXAS

ORDINANCE 2019-____

THE GROVE AT FRONTIER (LANTERRA)

AN AMEDEMMENT TO PLANNED DEVELOPMENT #67

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 33 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED ON THE NORTHWEST CORNER OF PRESTON ROAD AND FRONTIER PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 67; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT REGULATIONS; 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, this Ordinance amends PD #67, which has previously been amended by ordinance 2016-30.

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 Concept Plan, Renderings, and Development Regulations set forth in Exhibit "B", 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. 67 on a certain tract of land described in in Exhibit “A”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein as PD No. 67, and incorporates the Concept Plan attached hereto as Exhibit “B”, Renderings attached hereto as Exhibit “C”, and the Development Regulations attached hereto as Exhibit “D.”

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property 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 8th day of October, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Proposed Ordinance (The Grove at Frontier/Lanterra PD Amendment)

Exhibit A Legal Description

Being a tract of land situated in the City of Celina, Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 167, and being part of a called 134.88 acre tract of land as described in a General Warranty Deed to Keeran Family Partnership, Ltd., recorded in Volume 4957, Page 2455 and Volume 4957, Page 2463, Deed Records, Collin County, Texas (D.R.C.C.T) and being more particularly described as follows:

BEGINNING at a brass monument stamped "TXDOT" (herein after called brass monument) found, being in the west line of N. Preston Road-S.H. 289 (a variable width right-of-way);

THENCE South 01 degrees 24 minutes 03 seconds West, a distance of 569.84 feet along the west line of said N. Preston Road-S.H. 289 to a brass monument found at the northeast end a corner clip between the west line of said N. Preston Road-S.H. 289 and the north line of Frontier Parkway (a variable width right-of-way);

THENCE South 45 degrees 32 minutes 47 seconds West, a distance of 35.50 feet along said corner clip to a five-eighths inch iron rod with yellow plastic cap "stamp illegible" found at the southwest end of said corner clip;

THENCE along the north line of said Frontier Parkway, the following courses and distances:

South 89 degrees 50 minutes 55 seconds West, a distance of 180.14 feet to a one-half inch iron rod with yellow plastic cap stamped "Prop. Cor. Bohler" (herein after called capped iron rod) set for corner;

South 79 degrees 34 minutes 15 seconds West, a distance of 75.43 feet to a five-eighths inch iron rod found for corner;

South 00 degrees 03 minutes 52 seconds East, a distance of 36.00 feet to a capped iron rod set for corner;

South 89 degrees 53 minutes 08 seconds West, a distance of 224.00 feet to a capped iron rod set for corner;

South 89 degrees 30 minutes 06 seconds West, a distance of 685.91 feet to a Mag Nail found for corner at the southeast corner of a called 101.9292 acre tract of land described in a General Warranty Deed to LFC Land Company II, LLC, recorded in Instrument No. 20121113001449460, Official Public Records, Collin County, Texas (O.P.R.C.C.T);

THENCE North 00 degrees 31 minutes 09 seconds West, a distance of 1,341.21 feet along the east line of said 101.9292 acre tract of land to called capped iron rod set at

Exhibit A Legal Description

the southwest corner of a called 12.0734 acre tract of land described in a Warranty Deed with Vendor's Lien to Inverciones Meza, LLC, recorded in Instrument No. 20160119000060220, O.P.R.C.C.T.;

THENCE North 89 degrees 58 minutes 03 seconds East, a distance of 927.14 feet along the south line of said 12.0734 acre tract of land to a 60D nail found in the east line of said 134.88 acre tract of land, at the northwest corner of a called 2.3684 acre tract of land described as Tract 5 in a Special Warranty Deed to SCK Revocable Trust, recorded in Instrument No. 20160629000828260, O.P.R.C.C.T.,

THENCE South 00 degrees 23 minutes 15 seconds West, a distance of 624.97 feet along the east line of said 134.88 acre tract of land to a capped iron rod set at the southwest corner of a called 1.1842 acre tract of land described as Tract III in a Warranty Deed to Kim A. Cannaday, recorded in Volume 4163, Page 133, D.R.C.C.T., from which a five-eighths inch iron rod found bears North 20 degrees 30 minutes 13 seconds East a distance of 2.70 feet;

THENCE North 89 degrees 45 minutes 08 seconds East, a distance of 300.56 feet along the south line of said 1.1842 acre tract of land to a one-half inch iron rod with orange plastic cap stamped "Premier Surveying" found in the west line of said N. Preston Road-S.H. 289;

THENCE South 06 degrees 42 minutes 36 seconds West, a distance of 67.42 feet along the west line of said N. Preston Road-S.H. 289 to the **POINT OF BEGINNING** and containing 1,417,326 square feet or 32.537 acres.

Exhibit B

Concept Plan

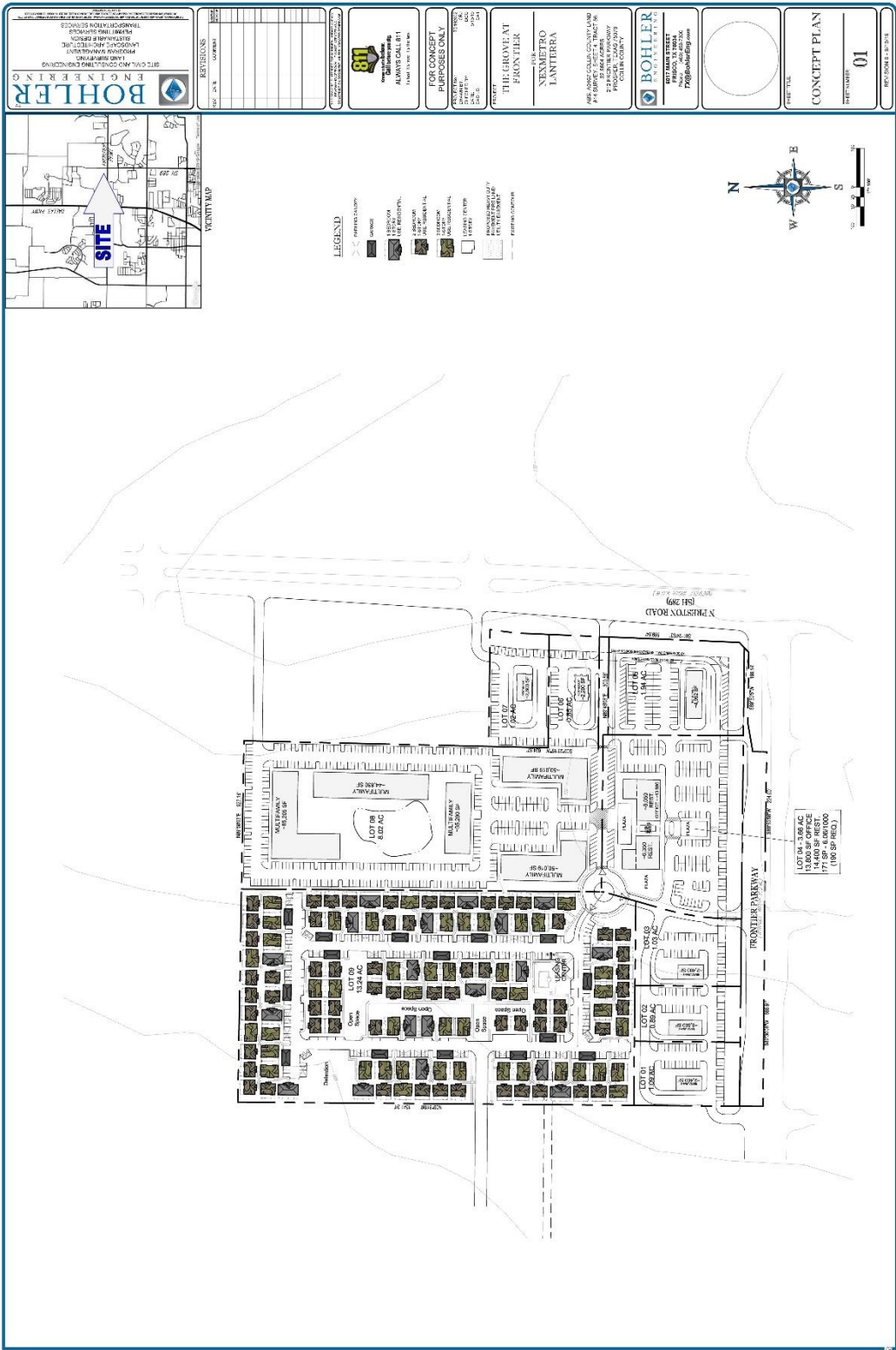


Exhibit C
Renderings



Exhibit C Renderings



Attachment: Proposed Ordinance (The Grove at Frontier/Lanterra PD Amendment)

Exhibit C Renderings



Attachment: Proposed Ordinance (The Grove at Frontier/Lanterra PD Amendment)

Exhibit C Renderings



Attachment: Proposed Ordinance (The Grove at Frontier/Lanterra PD Amendment)

Exhibit D

Development Regulations

PROJECT OVERVIEW

This Planned Development contemplates an integrated, mixed use development on the northwest corner of Preston Road and Frontier Parkway intended to serve as a destination for quality retail, restaurants, offices, and housing options to function as a southern gateway into the community.

CONCEPT PLAN

The subject property shall generally develop per the attached Concept Plan showing the division of the property into three tracts, the Western Transitional Tract, the Non-Residential Tract, and the Central Multi-Family Tract. The Concept Plan displays the general location and configurations of buildings, parking lots, and other site layout features, all of which can be adjusted for pragmatic purposes at time of permitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services.

ARCHITECTURE

The subject property is an architecturally, historically, and culturally significant tract of land that serves as a gateway into the community and shall abide by the City's architectural standards, as may be amended. The attached building elevations show various themes and styles which the larger non-residential buildings may utilize but which may not strictly comply with the ordinance. Retail pad sites and all multi-family uses are expected to abide by full architectural standards except as modified herein.

LANDSCAPING SCREENING

The landscaping on the subject property shall abide by the Zoning Ordinance, as may be amended.

PEDESTRIAN AVENUES

1. 10' wide sidewalks are required along Preston Road and Frontier Parkway, with appropriate lighting to illuminate the sidewalks for safety purposes.
2. Interior pedestrian connections (both within a tract and from tract to tract), paths, and malls at major intersections as identified on the attached Concept Plan are required to incorporate decorative paving, streetscape features, and landscaping appropriate for the location, scale, and purpose of such paths.

LIGHTING

1. All exterior light sources, including wall packs and light poles, shall be properly recessed and/or shielded so that the source of light is not visible horizontally nor upward.
2. Light poles are limited to 30' in height.
3. Perimeter property lines shall have zero-foot candles where adjacent to single family residential use in terms of illumination measurement.

OTHER DESIGN STANDARDS

1. The existing pond, generally located in the north-central portion of the subject property, shall be used for regional detention and include installation of amenities, which at a minimum should include an aeration fountain, a pedestrian path around its perimeter edge, landscaping, and streetscape elements (benches). The amenities are required when the associated adjacent phase is developed.
2. No overhead utilities are allowed on-site.
3. Vehicular cross access and pedestrian connectivity is required throughout the subject property.

4. Vehicular cross access is required with the Light Farms subdivision on the west.
5. An area, or easement, on the subject property, agreeable to both parties, shall be reserved for installation of a public art piece, an interactive display, a monumentation sign, or other unique feature, generally at the hard corner of Preston Road and Frontier Parkway. Being the gateway into the City of Celina, the feature should incorporate a municipal theme or reference.
6. The development team will work with the City staff on the development of the Frontier Parkway and Preston Road hard corner on the placement of structures, buildings, and the supporting parking, with the goal being an attractive corner entry.
7. Where possible, elevation changes that require retaining walls shall not undermine the requirements for landscape buffers, trees, and pedestrian linkages.

NON-RESIDENTIAL TRACT

1. This tract will adhere to the uses, standards, and other requirements of the RO-Retail Office Zoning District as may be amended, except as modified below:
 - A. Additional Permitted Uses by Right:
 1. General commercial, office, and retail
 2. Veterinarian Clinic (with indoor kennels)
 3. One (1) fuel station, meeting the City's Architectural Standards, as may be amended, is permitted by-right without the requirement to obtain a Specific Use Permit (SUP). The hard corner of Preston Road and Frontier Parkway is not permitted to be developed for this use.
 4. All restaurants, including drive-thru service for stand-alone or end cap users
 - B. Permitted with a Specific Use Permit:
 1. Auto Repair, Minor
 2. Car Wash
 3. Cigar Lounge
 4. Country Club
 5. Liquor/Wine Shop (as primary sales)
 6. Medical Spa with Permanent Cosmetic Tattooing
 7. Nursery (with retail outdoor sales)
 8. Private Club
 - C. Prohibited Uses:
 1. Alternative financial services (including Check Cashing services)
 2. Auto Sales
 3. Body Art Studio (Tattoo Shop, Body Piercings, etc.)
 4. Cannabidiol Shop (CBD Shop)
 5. Gaming or slot machines (excluding arcades)
 6. Head Shop
 7. Hookah Shop
 8. Motorcycle Sales and Repair
 9. Outdoor storage/display (exempting home improvement centers)
 10. Pawn Shop
 11. Recycling Center or Kiosk
 12. Residential uses
 13. Sexually Oriented Businesses (SOBs)
 14. Smoke Shop/Cigar Shop (where smoke/cigar sales are a primary use)
2. Parking to be at a ratio of 1:250 sf generally for the site and non-required parking on adjacent non-residential tracts may be used as credit towards required parking. Restaurants located on Preston

- Road and Frontier Parkway frontage pad sites is to be parked at a ratio of 1:100 sf.
3. 40' wide landscape buffers apply along Preston Road and Frontier Parkway.
 4. A minimum 2-story mid-rise office building (maximum of 8 stories) shall be included with a minimum of a 10,000 sf footplate within this tract. Alternatively, a use comparable to this in terms of scale, scope, ad-valorem impact, and other concerns may be presented to City staff for consideration and approval. Minor modifications may be made at the staff level to accommodate the design of such use.

WESTERN TRANSITIONAL TRACT

1. This tract can support a wide range of land uses, including retail, office, light commercial, townhouse, and multi-family.
 2. A maximum of 2-story buildings is allowed within 100-feet adjacent to the single-family use along the west boundary for all uses.
 3. A 20-ft landscape buffer is required adjacent to the single-family use along the western boundary. Residential fences may be placed within this landscape buffer.
 4. A 10-ft landscape buffer is required adjacent to the north, east, and south limits of this tract. Residential fences may be placed within this landscape buffer.
 5. An 8-ft high masonry wall is required for all uses adjacent to the single-family along the western boundary except townhome use. For all other perimeters of the Western Transitional Tract, tall opaque contiguous evergreen vegetative screen is required.
 6. No residential component, including leasing office, may have frontage on Frontier Parkway (interior only).
- A) For non-residential use, please refer to the guidance outlined in the Non-Residential Tract section with the following modifications:
1. A maximum of 4-story height is allowed for all non-residential uses on this tract, except within 100-feet of the single-family use along the western boundary where the height is 2-story maximum.
- B) For Townhome uses, standards and other requirements will be applied in accordance with the TH - Townhome Zoning District as adopted at the time improvements are submitted for review by the City except as modified herein.
1. Amenities shall include one child's play area and a minimum of one bench near the play area.
- C) For multi-family, the MF – Multi-family Zoning District will apply, as adopted at the time improvements are submitted for review by the City, except as modified herein.
1. A maximum of 200 units are allowed within this tract.
 2. The maximum height shall be 2 stories.
 3. Buildings, when sprinkled, shall have a minimum of 8-ft of separation between foundations.
 4. Yard spaces may be divided by 6-ft wooden fences.
 5. Parking shall be 1.8 per unit minimum.
 6. Amenities shall consist of a pool, spa, dog park, outdoor grill, and a fire pit/gathering area.
 7. Allowable building materials to include brick, stone, synthetic stone, stucco, and fiber cement siding. Brick or stone shall be used on a minimum of 85% of the gross front elevation area with 50% minimum on the sides and rear elevations.
 8. Tall opaque contiguous evergreen vegetative screen is required on the northern, eastern, and southern boundaries of the tract.

CENTRAL MULTI-FAMILY TRACT

1. A maximum of 350 units are allowed within this tract.

2. Only a minimum of 3 story multi-family is permitted within this tract.
3. The multi-family shall be a maximum of 4 stories.
4. No perimeter fencing/walls is allowed.
5. Buildings should be pushed to the fire lanes as much as practical (urban edge), and parking should generally be on the interior.
6. 10' perimeter landscape buffer along all sides (with trees) is required.
7. Parking ratio:
 - a. No less than 1.8 spaces per dwelling unit overall
 - b. Three-bedroom unit type limited to maximum 10% of overall dwelling units.
8. If the Central Multi-Family Tract develops with structured parking in an Urban Living design, a maximum of 6 stories (minimum of 4) would be permitted.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
CC: Catherine Oduro, Engineer
Date: October 8, 2019
Re:

Action Requested:

Consider and act upon a contract by and between the City of Celina and Garver, LLC for Professional Services related to the design of a 6 MGD ground storage tank at the Celina Road Pump Station in an amount not to exceed \$749,500. (Brawner)

Staff Recommendation:

Staff recommends approval of proposed contract.