NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, AUGUST 8, 2017 AT 5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

III. EXECUTIVE SESSION:

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

A. Discussion regarding real property generally located north of West Pecan Street, east of North Louisiana Street and south of Malone Street.

Reconvene Into Open Session:

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

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

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

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

A. Minutes Approval:

1. City Council - Regular Meeting - Jul 11, 2017 5:00 PM

2. City Council - Worksession - Jul 21, 2017 3:00 PM

3. City Council - Worksession - Jul 22, 2017 7:30 AM

B. Consider and act to execute an agreement between the Texas Department of Transportation and the City of Celina to contribute right of way funds for the widening and realignment of FM 2478 and FM 1461. (Fourmentin)

C. Consider and act upon a resolution setting a date, time, and place (Tuesday, September 12, 2017 at 5:00 p.m. and Tuesday, September 12, 2017 at 5:05 p.m.) at 112 N. Colorado St., Celina, TX 75009, for public hearings on the proposed annexation on an approximately 10.346 acre tract of land situated in the M.L. Qusley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Liebman)

D. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending its Code of Ordinances by adopting a right-of-way management ordinance; establishing regulations for construction, placement, and excavation in rights-of-way and public easements and amending the master fee schedule to adopt fees for the administration of the right-of-way management ordinance. (Liebman)

E. Consider and act to authorize the mayor to execute a contract with Gaffey in the amount of $25,501.16 to provide installation of crane at SE Sector Lift Station. (Johnson)

F. Consider and act to authorize the city manager to execute a memorandum of understanding (MOU) with the Buffalo Ridge Development. (Johnson)

G. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the mayor of the City of Celina, Texas, to execute an Interlocal Cooperation Agreement for use of the Richardson, Texas, City Fire Training Center. (Metdker)

H. Consider and act upon appointment of Betsy Boudreaux to the Main Street Advisory Board. (Barton)

VIII. PUBLIC HEARING/ACTION:

A. The City of Celina will conduct a public hearing to consider testimony on proposed assessments to be levied against the assessable property within the Cambridge Crossing Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Petty)

B. The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the mayor to execute a development agreement by and between the City of Celina and the Celina Titus LLC. The property is ±105.94 acres situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, in the City's ETJ, Collin County, Texas, and is generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows ETJ Development Agreement) (Petty)

C. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of a ±105.94 acre tract of land from AG, Agricultural zoning district to PD, Planned Development zoning district with base zoning designations of SF-R, single-family residential district. The property is situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas. The property is generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows Zoning) (Liebman)

D. The Celina City Council will conduct two public hearings at 5:00 p.m. and 5:05 p.m. to consider testimony on the proposed annexation of an approximate 15.471 acre tract of land and half of adjacent right-of-way situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas. The property is generally located north of Frontier Parkway to the west of the BNSF Railroad, and on the east side of Prairie Crossing. (Stelzer Annexation) (Liebman)

E. The Celina City Council will conduct a public hearing to consider testimony on the amendment to Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan and its benefits to the City of Celina and to provide a reasonable opportunity for any owner of property within the Reinvestment Zone to protest the amendment to the Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan generally located at the Northeast corner of FM 1385 and Parvin Road intersection, North of US 380 and within the City of Celina, Texas and as more particularly described by a Metes and Bounds description available at Celina City Hall and available for public inspection. At the Public Hearing any interested person may speak for or against the amendment to the Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan. (Sutton Fields II)

F. The Celina City Council will conduct a public hearing to consider testimony on the creation of a Reinvestment Zone and its benefits to the City of Celina and to provide a reasonable opportunity for any owner of property within the proposed Reinvestment Zone to protest the inclusion of their property within the proposed Reinvestment Zone, which proposed zone consists of approximately 493.439 acres generally located North of Parvin Road, East of FM 1385, South and North of Crutchfield Road, and West of Crutchfield Road as it turns South and Parvin Road as it turns North in the City of Celina, Texas and as more particularly described by a Metes and Bounds description available at Celina City Hall and available for public inspection. At the Public Hearing, any interested person may speak for or against the inclusion of property within the Zone, the creation of the Reinvestment Zone, its boundaries, or the concept of Tax Increment Financing. (Sutton Fields II)

IX. ACTION ITEM:

A. Consider and act to authorize the city manager to execute a memorandum of understanding (MOU) with the Chalk Hill Development. (Johnson)

B. Consider and act on a Construction Plat for Chalk Hill Phase 1, being ±40.769 acres of land situated in the George W. Eastes Survey, Abstract No. 299, and Wade H. Rattan Survey, Abstract No. 753 in the City of Celina, Collin County, Texas, containing 160 residential lots and four (4) open space lots. The property is generally located south of County Road 102, east of Preston Road, and north of County Road 134, and west of County Road 132. (Chalk Hill Phase 1 Construction Plat) (Liebman)

C. Consider and act upon a Final Plat for Creeks of Legacy Phase 2C, being a ±22.986 acre tract of land situated in the WM Davenport Survey, Abstract No. 262, and the F.D. Gary Survey, Abstract No. 361, City of Celina, Collin County, Texas. The property is generally located north of Frontier Parkway, west of Doe Branch Boulevard, east of CR 6 and south of Clear Creek Parkway. (Creeks of Legacy Phase 2C Final Plat) (Liebman)

D. Consider and act upon an ordinance annexing a ±105.94 acre tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas. The property is in the City of Celina's ETJ, generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows Annexation) (Liebman)

E. Consider and act to propose an ad valorem tax rate of $.645 (M & O 0.4278, I & S 0.2172) for 2017, and set public hearing dates of Tuesday, August 22, 2017 at 5:00 p.m. and Tuesday, August 29, 2017 at 5:00 p.m. (Record Vote) (Toutounchian)

F. Consider and act upon an ordinance of the City Council of the City of Celina, Texas authorizing the issuance of Certificates of Obligation, Series 2017 and all matters incident and related thereto. (Toutounchian)

G. Consider and act upon a Final Plat for the Bobcat Kuntry Addition, being a ±.698 acre tract of land situated in the John Willock Survey, Abstract No. 975, City of Celina, Collin County, Texas. The property is generally located north of Pecan Street, south of Beech Street, west of Oklahoma Drive, and east of the St. Louis, San Francisco and Texas Railroad, containing one (1) lot. (Bobcat Kuntry Final Plat) (Liebman)

H. Consider and act upon a Final Plat for Celina High School Addition, being a ±83.113 acre tract of land situated in the Wade H. Ratton Survey, Abstract No. 753, City of Celina, Collin County, Texas. The property is generally located north of CR 134, east of Preston Road, and south of CR 105, containing two (2) lots. (Celina High School Final Plat) (Liebman)

I. Consider and act upon the Main Street Advisory Board's recommendation for the directional kiosk to be located at the northeast corner of FM 455/ E Pecan and Preston Road. (Barton)

J. Consider and act upon nominations for mayor pro tem and deputy mayor pro tem. (Terry)

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 Date Notice Removed

City Secretary, City of Celina, TX

NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, JULY 11, 2017 AT 5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Tax rate/budget adoption schedule update (Toutounchian)

Director of Finance Jay Toutounchian presented the upcoming tax rate and budget adoption meeting schedule.

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

No other items were discussed at this time.

III. EXECUTIVE SESSION:

The Celina City Council convened into Executive Session at 5:01 p.m. with City Attorneys Trey Sargent and Spencer Bryson. Director of Finance Jay Toutounchian and City Manager candidate Jason Laumer joined the City Council for discussion on item A.

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

and Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

A. City Manager

Councilman Hopkins moved to authorize the Mayor to sign a contract with new City Manager Jason Laumer.

Minutes Acceptance: Minutes of Jul 11, 2017 5:00 PM (Minutes Approval)

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

B. Discussion regarding a resolution related to property generally located north of West Pecan Street, east of North Louisiana and south of Malone Street.

(2017-44R) Councilman Hopkins moved to adopt a resolution authorizing the mayor to sign for property generally located north of West Pecan Street, east of North Louisiana Street and south of Malone Street.

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

Reconvene Into Open Session

The Celina City Council reconvened into Open Session at 5:36 p.m.

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

No public comment was received.

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Jun 13, 2017 5:00 PM
2. City Council - Special Meeting - Jun 23, 2017 5:00 PM
3. City Council - Special Meeting - Jun 29, 2017 6:00 PM

B. Consider and act upon a resolution setting a date, time, and place (Tuesday, August 8, 2017 at 5:00 p.m. & Tuesday, August 8, 2017 at 5:05 p.m.) at 112 N. Colorado St., Celina, TX 75009, for public hearings on the proposed annexation on an approximately 15.471 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas. The property is generally located north of Frontier Parkway to the west of the BNSF Railroad, and on the east side of CR 51 (Prairie Crossing). (Stelzer Annexation)

(2017-40R)

C. Consider and act upon the renewal of the miscellaneous professional land surveying services agreements between Pacheco Koch Consulting Engineers, Inc. (PKCE) and the City of Celina, Texas. (Liebman)

D. Consider and act upon a resolution of the City of Celina, Texas, finding that Oncor Electric Delivery Company LLC's application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company.

(2017-41R)

E. Consider and act upon appointment of Philip Ferguson to the Main Street Advisory Board. (Barton)

F. Consider and act upon an agreement by and between the City of Celina and PIDWorks LLC for administrative services related to Public Improvement Districts. (Vanzant)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct two Public Hearings at 5:00 and 5:05 p.m. to consider testimony on the proposed annexation of an approximate 105.94 acre tract of land and half of adjacent right-of-way situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows Annexation) (Liebman)

Mayor Terry opened the first hearing at 5:38 p.m. No public comment was received. The hearing was closed at 5:39 p.m.
Mayor Terry opened the second hearing at 5:39 p.m. No public comment was received. The hearing was closed at 5:40 p.m.

B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an approximately 108.3 acres situated in the F.D. Gray Survey, Abstract 361, City of Celina, Collin County, Texas as PD, Planned Development, with base zoning of MU-2, Mixed Use Regional. The property is generally located north of Frontier Parkway, east and west of Dallas Parkway (Future Dallas North Tollway), and south of County Road 970. (Celina Gateway Zoning) (Liebman)

(2017-31) Mayor Terry opened the hearing at 5:40 p.m. No public comment was received. The hearing was closed at 5:45 p.m. Councilwoman Roberts moved to approved based on providing a legal description for each tract.

Minutes Acceptance: Minutes of Jul 11, 2017 5:00 PM (Minutes Approval)

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

C. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an ±96.712 acre tract of land to amend PD#45 - Planned Development #45 located in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas. The property is generally located east of SH 289 (Preston Road), west of CR 97, north of CR 100 and south of CR 134. (Westgate 96) (Liebman)

(2017-32) Mayor Terry opened the hearing at 5:46 p.m. No public comment was received. Councilmen Nabors and Hopkins expressed concerns over density and traffic issues. Councilwoman Koehne recused herself due to a conflict of interest at 5:53 p.m. Representing the applicant, Shea Kirkman of 312 W. Walnut, presented the proposal. The hearing was closed at 6:04 p.m. Councilman Nabors moved to deny the proposed 44 acres of Multi-Family and approve up to 30 acres of Multi-Family. Councilwoman Koehne returned to the meeting at 6:05 p.m.

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

D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an ±6.017 acre tract of land zoned PD, Planned Development #59 with a base zoning designation of RO, Retail Office. The property is situated in the Collin County School Land Survey, Abstract No. 167, Celina, Texas, generally located north of Frontier Parkway, south of Ownsby Parkway, east of the BNSF Railroad and west of Preston Road. (PD 59 Cell Tower Amendment) (Liebman)

Mayor Terry opened the hearing at 6:05 p.m. Vince Huebinger of T-mobile presented the proposal and answered questions. Pat Pedro of 1234 Homestead Court represented Light Farms stated the need for cell phone coverage. Philip Ferguson of 1344 Bateman suggested the tower be disguised like in Vegas (as palm trees), and in California. The hearing was closed at 6:27 p.m.

Minutes Acceptance: Minutes of Jul 11, 2017 5:00 PM (Minutes Approval)

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

E. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an ±193.77 acre tract of land from MU-2, Mixed-Use Regional District to PD, Planned Development zoning district with a base zoning designations of RO, Retail Office, and MU-2, Mixed-Use Regional District. The property is situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas. The property is generally located south of CR 51, east of Dallas Parkway, north of Light Farms Way, and west of the BNSF Railroad. (The Columns Rezoning) (Liebman)

(2017-33) Mayor Terry recused himself at 6:29 p.m. due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 6:30 p.m. Thomas Fletcher of 5750 Genesis Court, Frisco, was present to represent the applicant. No public comment was received. The hearing was closed at 6:38 p.m.

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

IX. ACTION ITEM:

A. Consider and act on a Construction Plat for Sutton Fields North Phase 1 being a ±43.5 acre tract of land situated in the Thomas H. McIntyre Survey, Abstract No. 903, City of Celina, Denton County, containing 162 residential lots and six (6) non-residential lots. The property is generally located east of Farm-to-Market 1385, north of Crutchfield Road, south County Road 428, and west of Smiley Road. (Sutton Fields North Phase 1 Construction Plat) (Liebman)

Councilman Hopkins moved to approve pending final staff approval.

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

B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a public hearing under sections 311.003 of the Texas Tax Code to amend the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Four, City of Celina, Texas; authorizing the issuance of notice by the city secretary of Celina, Texas regarding the public hearing; providing for an effective date; and resolving other matters incident and related thereto. (Sutton Fields II) (Petty)

(2017-42R)

Minutes Acceptance: Minutes of Jul 11, 2017 5:00 PM (Minutes Approval)

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

C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a public hearing under section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone Number Eight, City of Celina, Texas; authorizing the issuance of notice by the city secretary of Celina, Texas regarding the public hearing; and directing the City to prepare a Preliminary Reinvestment Zone Financing Plan. (Sutton Fields II) (Petty)

(2017-43R)

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

D. Consider and act on a Construction Plat for Chalk Hill Phase 1, being ±40.769 acres of land situated in the George W. Eastes Survey, Abstract No. 299, and Wade H. Rattan Survey, Abstract No. 753 in the City of Celina, Collin County, Texas, containing 160 residential lots and four (4) open space lots. The property is generally located south of County Road 102, east of Preston Road, and north of County Road 134, and west of County Road 132. (Chalk Hill Phase 1 Construction Plat) (Liebman)

RESULT:	**TABLED [UNANIMOUS]**	**Next: 8/8/2017 5:00 PM**
MOVER:	Wayne Nabors, Place 2	
SECONDER:	Chad Anderson, Place 6	
AYES:	Koehne, Hopkins, Roberts, Anderson, Nabors	
ABSENT:	Webber	

E. Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving the form and authorizing the distribution of a preliminary official statement for the City of Celina, Texas Special Assessment Revenue Bonds, Series 2017 (Cambridge Crossing Public Improvement District Phase 1 Project) and approving the form and authorizing the distribution of a preliminary official statement for the City of Celina, Texas Special Assessment Revenue Bonds, Series 2017 (Cambridge Crossing Public Improvement District Major Improvement Area Project); and resolving other matters incident and related thereto. (Cambridge Crossing) (Petty)

Mayor Terry returned to the meeting at 6:42 p.m.

Minutes Acceptance: Minutes of Jul 11, 2017 5:00 PM (Minutes Approval)

RESULT:	**TABLED [UNANIMOUS]**	**Next: 8/8/2017 5:00 PM**
MOVER:	Wayne Nabors, Place 2	
SECONDER:	Chad Anderson, Place 6	
AYES:	Koehne, Hopkins, Roberts, Anderson, Nabors	
ABSENT:	Webber	

F. Consider and act upon a Construction Plat for Lilyana Phase 2B, being a ±36.728 acre tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas. The property is generally located north of Frontier Parkway, south and west of CR 84, and east of CR 83, containing 135 residential lots and two (2) open space lots. (Lilyana Phase 2B Construction Plat)

Councilman Hopkins moved to approve pending final staff approval.

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

G. Consider and act upon a Construction Plat for Lilyana Phase 2A, being a ±48.720 acre tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas. The property is generally located north of Frontier Parkway, south and west of CR 84, and east of CR 83, containing 207 residential lots and 10 open space lots. (Lilyana Phase 2A Construction Plat) (Liebman)

Councilman Hopkins moved to approve pending final staff approval.

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

H. Consider and act upon a Construction Plat for Light Farms Brenham, being a ±26.15 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, and generally located north of County Road 5, south of County Road 51, east of the Burlington Northern Santa Fe Railroad, and west of Preston Road, containing 127 residential lots, and six (6) open space lots. (Light Farms Brenham Construction Plat) (Liebman)

Councilman Hopkins moved to approve pending final staff approval.

Minutes Acceptance: Minutes of Jul 11, 2017 5:00 PM (Minutes Approval)

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

I. Consider and act upon a Construction Plat for Light Farms Elementary School #2, Bidgewater Boulevard and Montgomery Lane, being a ±15.27 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, and generally located north of Frontier Parkway, south of Light Farms Way, west of the Burlington Northern Santa Fe Railroad, and east of Dallas North Tollway, containing one (1) non-residential lot, (Light Farms Elementary School Plat) (Liebman)

Councilman Hopkins moved to approve pending final inspection.

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

J. Consider and act upon a Final Plat for Bluewood Phase 1, being a ±103.03 acre tract of land situated in the John Cahill Survey, Abstract No. 171 and the Shelby Glass Survey, Abstract No. 346, and generally located on the north side of Ownsby Parkway, south of Choate Parkway and east of Carter Ranch, containing 337 residential lots, one (1) school lot, one (1) amenity center lot, and thirty-three (33) open space lots. (Bluewood Phase 1 Final Plat) (Liebman)

Councilman Hopkins moved to approve pending final inspection.

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

K. Consider and act upon a Final Plat for Glen Crossing Phase 1, being a ±41.814 acre tract of land situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, comprised of 159 residential lots, and four (4) open space/common areas. The property is located south of County Road 55 (Glendenning Parkway), and west of the BNSF Railroad, and east of Dallas North Tollway. (Glen Crossing Phase 1 Final Plat) (Liebman)

Councilman Hopkins moved to approve pending final inspection.

Minutes Acceptance: Minutes of Jul 11, 2017 5:00 PM (Minutes Approval)

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

L. Consider and act upon acceptance of bids for delinquent property tax parcels at Block 59, Lot 3, and 601 W. Elm and from Syeda Haque. (Toutounchian)

Councilman Anderson moved to reject the Block 59, Lot 3 offer. Councilman Hopkins seconded. Motion carried. 5-yes;0-no.
Councilman Nabors moved to approve the 601 W. Elm Street offer. Councilman Anderson seconded. Motion carried. 5-yes;0-no.

M. Consider and act upon acceptance of a bid for a delinquent property tax parcel at 204 Arkansas from Kashif Riaz. (Toutounchian)

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:52 p.m.

_____
Sean Terry, Mayor

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

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Jul 11, 2017 5:00 PM (Minutes Approval)

NOTICE OF
CITY COUNCIL WORKSESSION
CITY HALL CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
FRIDAY, JULY 21, 2017 AT 3:00 PM

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Mindy Koehne	City of Celina	Place 5	Absent	
Andy Hopkins	City of Celina	Place 3	Present	
Bill Webber	City of Celina	Place 1	Present	
Carmen Roberts	City of Celina	Place 4	Present	3:02 PM
Chad Anderson	City of Celina	Place 6	Absent	
Wayne Nabors	City of Celina	Place 2	Present	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the meeting to order at 3:00 p.m.

II. WORKSESSION:

A. 3:00 PM Current and Proposed Budget Presentation (Toutounchian)

Director of Finance Jay Toutounchian presented the estimated year end status for the current budget and the overall forecast for next year's budget. General discussion took place.

B. 4:00 PM Police Department (Griggs)

Police Chief Tony Griggs and Lieutenant Shea Scott were in attendance to present the Police Department budget. General discussion took place.

C. 5:00 PM Fire Department (Metdker)

Fire Chief Mark Metdker and EMS Chief Eric Everson were in attendance to present the Fire Department budget. General discussion took place.

D. 6:00 PM Development Services Department (Liebman)

Director of Development Services Helen-Eve Liebman presented the Development Services budget. General discussion took place.

III. ADJOURN:

Mayor Terry adjourned the meeting at 6:22 p.m.

Minutes Acceptance: Minutes of Jul 21, 2017 3:00 PM (Minutes Approval)

_____
Sean Terry, Mayor

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

_____
Date Minutes Approved

NOTICE OF
CITY COUNCIL WORKSESSION
CITY HALL CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
SATURDAY, JULY 22, 2017 AT 7:30 AM

MINUTES

I. CALL TO ORDER:

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

II. WORKSESSION:

A. 7:30 AM Breakfast

Mayor Terry called the meeting to order at 7:50 p.m.

B. 8:00 AM Public Works-Streets, Water and Sewer (Fourmentin)

Director of Public Works Alan Fourmentin presented the proposed budgets for Streets, Water and Wastewater Departments. General discussion took place.

C. 9:30 AM Engineering Department (Johnson)

Director of Engineering Gabe Johnson presented the Engineering Department budget. General discussion took place.

D. 10:30 AM Library, Marketing & Main Street Departments (Shaw, Matehuala, Barton)

Finance Director Jay Toutounchian presented the budgets for Marketing, Main Street, General Services, Court, Utility Billing and Administration. General discussion took place.

E. 11:30 Lunch

F. 12:30 PM General Services, Administration (Toutounchian)

G. 1:00 PM Parks and Recreation (Webb)

Director of Parks Cody Webb presented the Parks and Recreation department budget. General discussion took place.

Minutes Acceptance: Minutes of Jul 22, 2017 7:30 AM (Minutes Approval)

H. 1:30 PM Court, Utility Billing (Toutounchian)

I. 2:00 PM Budget Summary and General Discussion (Toutounchian)

III. ADJOURN:

The meeting took a faster pace than anticipated and all presentations and comments were ended by 11:15 p.m., at which time Mayor Terry adjourned the meeting.

_____
Sean Terry, Mayor

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

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Jul 22, 2017 7:30 AM (Minutes Approval)

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Alan Fourmentin, Director of Public Works
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	TxDOT FM 2478 from FM 1461 to North of FM 1461 Funding Participation Agreement

---

Action Requested:
Consider and act to execute an agreement between the Texas Department of Transportation and the City of Celina to contribute right of way funds for the widening and realignment of FM 2478 and FM 1461. (Fourmentin)

Background Information:
The Texas Department of Transportation (TxDOT) has deemed it necessary to make certain highway improvements on FM 2478 from FM 1461 to North of FM 1461. This project will widen and realign this section of highway and will require the acquisition of certain right of way and the relocating and adjusting of utilities. TxDOT is requesting the City to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Fixed participation costs are $15,954.40
Amend budget line item 102-514-02-5145

Legal Review:
City Attorney has reviewed the agreement

Supporting Documents:
Agreement
Location Map

Staff Recommendation:
Approve

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STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

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

WITNESSETH

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

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

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 2478 from FM 1461 to North of FM 1461, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

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

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

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

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

Attachment: FM 2478 and FM 1461 Agreement (FM 2478 and FM 1461)

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AGREEMENT

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

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

3. **Local Project Sources and Uses of Funds**
A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
   1. site conditions change;
   2. work requested by the Local Government is ineligible for federal participation; or
   3. the adjustment is mutually agreed on by the State and the Local Government.
C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.

E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.

F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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

D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

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

6. Notices

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

Local Government:	State:
City of Celina	Director of Right of Way Division
Attn: Alan Fourmentin, Director of Public Works	Texas Department of Transportation
142 N. Ohio Street	125 E. 11th Street
Celina, TX 75009	Austin, Texas 78701

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

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

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

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

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

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

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

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

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

14. State Auditor

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

15. Procurement and Property Management Standards

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

16. Civil Rights Compliance

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

17. Applicability of Federal Provisions

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

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

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

19. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

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

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

21. Lobbying Certification

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

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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

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

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://txdot.gov/inside-txdot/office/audit/contact.html

C. If expenditures are less than $750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

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

Date

Attachment: FM 2478 and FM 1461 Agreement (FM 2478 and FM 1461)

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ATTACHMENT A
RESOLUTION OR ORDINANCE

Attachment: FM 2478 and FM 1461 Agreement (FM 2478 and FM 1461)

County ___Collin_____
District ___Dallas_____
ROW CSJ #___2351-02-015_____
CCSJ #_____2351-02-014_____
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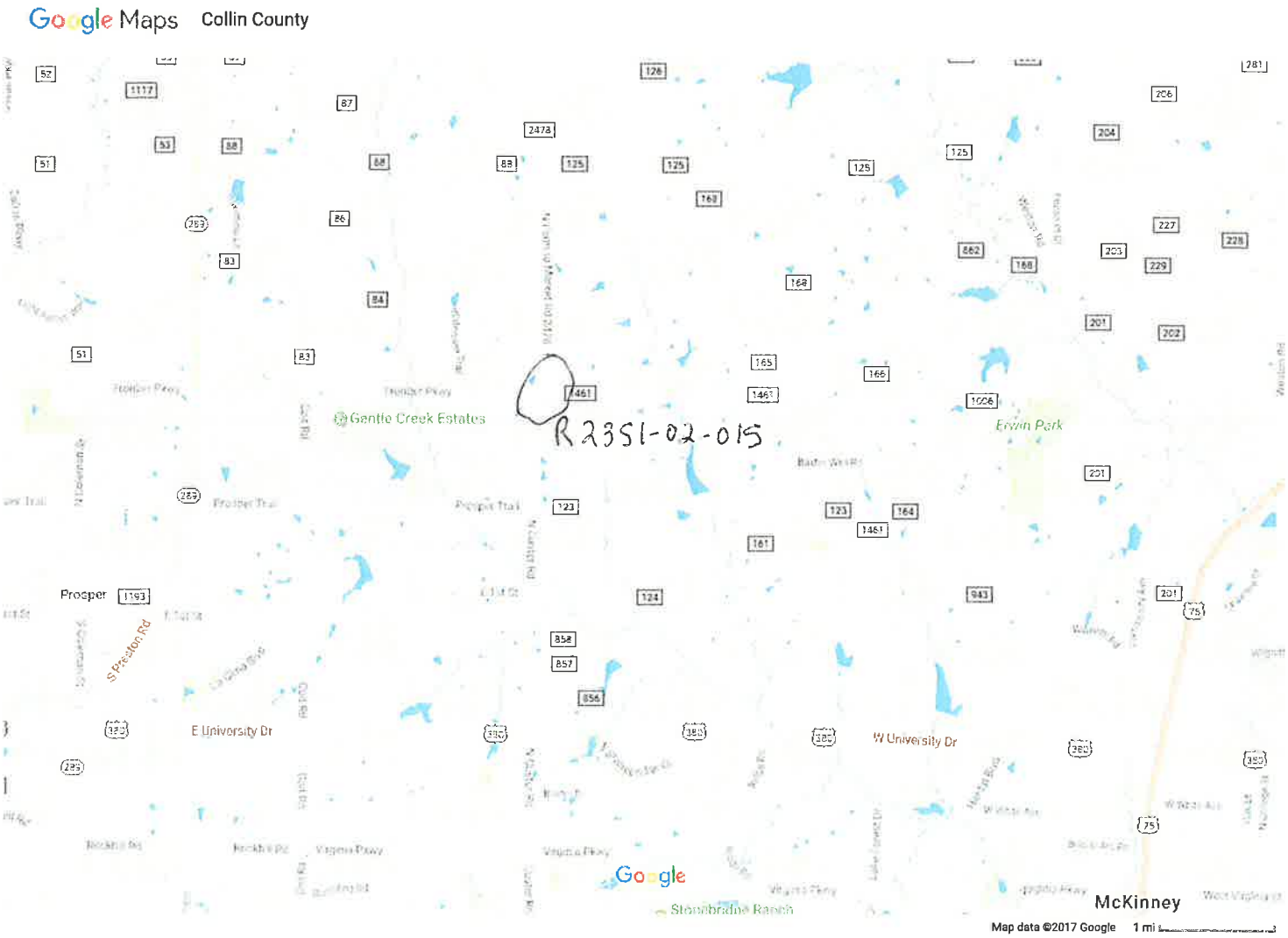
ATTACHMENT B
LOCATION MAP SHOWING PROJECT

Attachment: FM 2478 and FM 1461 Agreement (FM 2478 and FM 1461)



Attachment: FM 2478 and FM 1461 Agreement (FM 2478 and FM 1461)

County Collin
District Dallas
ROW CSJ # 2351-02-015
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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

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County COLLIN
District DALLAS
ROW CSJ # 2351-02-015
CCSJ # 2351-02-014
Federal Project #
CDFA Title: Highway Planning & Construction
FHWA CFDA # 20.205
Federal Highway Administration
Not Research and Development

Standard Agreement to Contribute
State Performs Work
Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	$144,544.00	90%	$130,089.60	10%	$14,454.40
Reimbursable Utility Adjustments	$ 15,000.00	90%	$ 13,500.00	10%	$ 1,500.00
Joint Bid Reimbursable Utility Adjustments	$0	0%	$0	0%	$0
TOTAL	$159,544.00	90%	$143,589.60	10%	$15,954.40

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

Attachment: FM 2478 and FM 1461 Agreement (FM 2478 and FM 1461)

Texas Department of Transportation

DALLAS DISTRICT

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

COLLIN COUNTY

DESIGN SCHEMATIC

FM 2478

WIDEN TWO-LANE RURAL HIGHWAY TO FOUR-LANE DIVIDED REALIGN INTERSECTION AT FM 1461; SIX-LANE ULTIMATE

PROJECT LENGTH 3.174 MILES

CSJ: Nos. 2351-01-017,ETC.
LIMITS: BEGIN AT FM 1461
TO NORTH OF FM 1461
LENGTH: 3.174 MILES

FUNCTIONAL CLASSIFICATION
MINOR ARTERIAL ROAD

DESIGN SPEED:
FM 2478 = 45 MPH
CR 853 • MODIEC RUSH CREEK TR = 30 MPH
CR 855 • MODIEC WILSON CREEK TR = MODIEC
CR 857 • MODIEC BLOOMDALE RD = MODIEC
CR 858 • MODIEC RHEA MILLS CIR = MODIEC
FIRST ST = 45 MPH CHRISTIE FARMS BLVD = 35 MPH
WILMETH RD = 45 MPH FM 1461 = 45 MPH
CONNECTION TO EXISTING = 30 MPH

•MEETS OR IMPROVES EXISTING CONDITIONS

SCALE: HORIZONTAL 1 IN = 100 FT
VERTICAL 1 IN = 10 FT

ROLL 2 OF 2

JUNE 2016

FM 2478 PROJECT REFERENCE NO. 2351-01-017
R.O.W. CSJ: 2351-01-017
PROJECT LENGTH: 3.174 MILES
STATE: TEXAS
DISTRICT: DALLAS
COUNTY: COLLIN
HIGHWAY: FM 2478
PROPOSED FUNCTION: MINOR ARTERIAL
MAINTENANCE RESPONSIBILITY: TxDOT

DATE SUBMITTED: 20/10/2015
DATE REVISED: 05/06/2016
DATE APPROVED: 09/07/2016
DATE REVISED: 05/05/2016
DATE REVISED: 06/06/2016
DATE REVISED: 06/06/2016

END PROJECT
BEGIN TEMP PVMT
STA: 506+00.00
STA: 506+00.00
ELEV: 760.07
FM 2478
FM 1461
BEGIN PROJECT
END TEMP PVMT
STA: 506+00.00
STA: 506+00.00
ELEV: 760.07
FM 2478
FM 1461
TEXAS
COLLIN COUNTY
DALLAS COUNTY
DENTON COUNTY
FANNIN COUNTY
GRAYSON COUNTY
HUNT COUNTY
KAUFMAN COUNTY
ROCKWALL COUNTY
DALLAS DISTRICT
DENTON
ROCKWALL
COLLIN
HUNT
FANNIN
GRAYSON
KAUFMAN
DALLAS
DALLAS DISTRICT
COLLIN COUNTY
FM 2478
FM 1461
PROJECT LOCATION
DALLAS
FORT WORTH
AUSTIN
HOUSTON
SAN ANTONIO
EL PASO
LUBBOCK
AMARILLO
ABILENE
WICHITA FALLS
TYLER
PARIS
BRYAN
LAREDO
CORPUS CHRISTI
BROWNSVILLE
PHARR
MIDLAND
ODESSA
SAN ANGELO
VERNON
ATLANTA
LUFKIN
YOKOKAM
BEAUMONT
PORT ARTHUR
HOUSTON
LAMPASAS
BRENHAM

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Celina 10 Annexation

Action Requested:
Consider and act upon a resolution setting a date, time, and place (Tuesday, September 12, 2017 at 5:00 p.m. and Tuesday, September 12, 2017 at 5:05 p.m.) at 112 N. Colorado St., Celina, TX 75009, for public hearings on the proposed annexation on an approximately 10.346 acre tract of land situated in the M.L. Qusley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Liebman)

Background Information:
Below is the anticipated annexation schedule for the property:

Tuesday, August 8, 2017 - City Council acts on a resolution to set the public hearing dates;
Tuesday, September 12, 2017 - Two separate public hearings are held on the same night (Tuesday, Sept. 12, 2017 at 5:00 p.m. and Tuesday, September 12, 2017 at 5:05 p.m.); and
Tuesday, October 10, 2017 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Public Hearing Resolution

Staff Recommendation:
Staff recommends approval as presented

CITY OF CELINA
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON A PROPOSED ANNEXATION OF CERTAIN PROPERTIES BY THE CITY AND AUTHORIZING AND DIRECTING CITY STAFF TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND AUTHORIZING CITY STAFF TO TAKE ALL NECESSARY ACTION TO FULFILL THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT.

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

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.021 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

WHEREAS, the City of Celina has determined that it is in the best interest of the City and its citizens to consider the potential annexation of certain properties that are located within the City's extraterritorial jurisdiction; and

WHEREAS, the City of Celina desires to start the process that will enable the City, should it so desire, to annex the properties referenced in Exhibits "A," and more fully depicted in the attached Exhibit " B" into the City of Celina, call two public hearings, and set a proposed annexation proceedings schedule.

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

I. That on Tuesday, the 12th day of September, 2017 at 5:00 p.m. and on Tuesday, the 12th day of September, 2017 at 5:05 p.m., at 112 N. Colorado, Celina, Texas 75009, the City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described in the attached Exhibits "A," and more fully depicted in the attached Exhibits "B".

II. That City Staff is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in attached Exhibit "A," and more fully depicted in the attached Exhibits "B" not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 8th day August, 2017.

_____
SEAN TERRY, MAYOR

_____
VICKI FAULKNER, CITY SECRETARY

Exhibit A

LEGAL DESCRIPTION

SITUATED in the M.L. Qusley, J.C. Floyd & J.M. Floyd Survey, Abstract No. 1053 and being all of that certain called 10.347 acre tract of land described in a Trustee's Deed to Effie Christie, dated May 10, 2010 and recorded in Document No. 20100510000463290, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 3/8 inch iron rod found on the east side of State Highway Business 289, for the southeast corner of said 10.347 acre Christie tract and the northeast corner of that certain called 2.42 acre tract of land described in a deed to Eddie Lee Landrum and Fae Lorene Landrum, recorded in Volume 1620, Page 720, D.R.C.C.T. and same being on the west line of that certain called 58.464 acre tract of land described as "First Tract" in a deed to Jane Huddleston and Billie Ray Huddleston, recorded in Document No. 93-0101757, D.R.C.C.T.;

THENCE: North 89 deg. 08 min. 57 sec. West (Reference Bearing), across said State Highway Business 289, along the common line of said Christie and Landrum tracts, at 73.87 feet, passing a 3/8 inch iron rod found for reference on the west side of said highway and continuing along said common line for a total distance of 858.55 feet to a 3/8 inch iron rod found for the southwest corner of said Christie tract and the northwest corner of said Landrum tract and said point also being on the east line of that certain called 10.000 acre tract of land described in a deed to Manuel Luna, Jr. and Angelina Luna, recorded in Volume 5072, Page 4790, D.R.C.C.T.;

THENCE: North 00 deg. 27 min. 31 sec. East, along the common line of said Christie and Luna tracts, a distance of 524.86 feet to a 3/8 inch iron rod found for the northwest corner of said Christie tract and same being the southwest corner of that certain called 7.455 acre tract of land described in a deed to Frisco Construction Services, LLC (FCS), recorded in Volume 6036, Page 1022, D.R.C.C.T.;

THENCE: South 89 deg. 10 min. 11 sec. East, along the common line of said Christie tract and FCS tract, at 793.45 feet, passing a 1/2 inch iron rod found for reference on the west side of the above described State Highway Business 289 and continuing along the north line of said Christie tract, across said highway, a total distance of 858.22 feet to a 1/2 inch iron rod found for the northeast corner of said Christie tract, on the east side of said State Highway Business 289 and same being on the west line of the above described 58.464 acre Huddleston tract;

THENCE: South 00 deg. 25 min. 21 sec. West, along the east side of said highway and along the common line of said Christie and Huddleston tracts, a distance of 525.17 feet to the POINT OF BEGINNING and containing 450,655 square feet or 10.346 acres of land.

Exhibit B

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Regulation of cellular towers within municipal Rights of Ways.

Action Requested:
Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending its Code of Ordinances by adopting a right-of-way management ordinance; establishing regulations for construction, placement, and excavation in rights-of-way and public easements and amending the master fee schedule to adopt fees for the administration of the right-of-way management ordinance. (Liebman)

Background Information:
In this year's legislative session the State legislature prohibited municipalities from banning the placement of small cell antennas in public rights of way. The proposed ordinance provides guidelines on their placement and provides for additional review provisions for any proposed cell towers within the City's Historic District as well as adopting fees related to the management of tower proposals within the City's Rights of Way.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has drafted and reviewed the proposed ordinance.

Supporting Documents:
- Proposed Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CITY OF CELINA, TEXAS
ORDINANCE 2017-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ITS CODE OF ORDINANCES BY ADOPTING A RIGHT-OF-WAY MANAGEMENT ORDINANCE; ESTABLISHING REGULATIONS FOR CONSTRUCTION, PLACEMENT, AND EXCAVATION IN RIGHTS-OF-WAY AND PUBLIC EASEMENTS; AMENDING THE MASTER FEE SCHEDULE TO ADOPT FEES FOR THE ADMINISTRATION OF THE RIGHT-OF-WAY MANAGEMENT ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City is charged with maintaining control of and access to the right-of-way in order to protect the public health, safety, and welfare; and

WHEREAS, the City Council of the City (the "City Council") has determined that excavations in city streets may significantly interfere with the public use of the streets and resulting in negative impact to public safety, air quality, level of service on streets and sidewalks, and aesthetics of the community; and

WHEREAS, the City Council finds excavations in paved streets significantly degrade and shorten the life of the surface of the streets, and increase the frequency and cost to the public of requisite resurfacing, maintenance, and repair; and

WHEREAS, the City Council has determined that substantial public funds have been invested to build, maintain and repair the City streets and utilities and the City holds these streets and utilities as an asset in trust for its citizens; and

WHEREAS, it is desirable to adopt regulations to protect the structural integrity of City streets and safeguard the value of the public investment of the benefit of City residents by providing incentives to reduce the number of excavations in City streets, which will also reduce the number of service disruptions and excavations; and

WHEREAS, the City Council has determined that adoption of a right-of-way ordinance will comply with and promote the regulations in Chapter 283 of the Texas Local Government Code pertaining to Certificated Telecommunications Providers as well as the Texas Utilities Code and Chapter 284 of the Texas Local Government Code.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENTS

3.01. That the Celina Code of Ordinances Chapter 13: Utilities is hereby amended by adding a new Article 13.09 entitled Right of Way Management, which shall read as follows:

"ARTICLE 13.09 RIGHT-OF-WAY MANAGEMENT

DIVISION 1. STANDARDS

Sec. 13.09.001 Thoroughfare and circulation design standards

Ordinances concerning the establishment of engineering design standards and construction design requirements in effect at the time of adoption of this Code, as amended, are incorporated by reference as if set forth herein.

Sec. 13.09.002 Construction standards for paving and drainage facilities

Ordinances concerning general construction standards for paving and drainage facilities, in effect at the time of adoption of this Code, as amended, are incorporated by reference as if set forth herein.

Sec. 13.09.003 Exclusive control of streets

No entity, including other political subdivisions of the state, may extend a street into the city's corporate limits or connect a street to an existing city street without the prior written approval of the city council.

DIVISION 2. RIGHT-OF-WAY MANAGEMENT

Sec. 13.09.004 Administration

The City Manager, or his/her designee, shall appoint a right-of-way manager, who is the principal city official responsible for the administration of the right-of-way, right-of-way permits, the regulation of same and ordinances related thereto. The right-of-way manager may delegate any or all of the duties hereunder. The right-of-way manager shall have the duties, responsibilities and authority as specified for the right-of-way manager stated herein.

Sec. 13.09.005 Definitions

The following definitions apply in this article. The terms, phrases, words, abbreviations and their derivations shall have the same meanings herein. When not inconsistent with the context words used in the present tense include the future; words in plural number include the singular number, and words in the singular include the plural. The word "shall" is mandatory and not merely permissive.

Abandoned facilities means facilities no longer in service or physically disconnected from the operating facilities, or from any other facilities, or from any other facilities that are in use or that still carry service.

Administration fee means the fee charged by the city to recover its costs incurred for right-of-way management; including, but not limited to, costs associated with registering applicants; issuing, processing, and verifying right-of-way permit applications; inspecting job sites and restoration improvements; determining the adequacy of the right-of-way restoration; revoking right-of-way permits and other costs the city may incur in implementing the provisions of this article.

Applicant means an owner or authorized agent of an owner, who submits an application for a permit under the provisions of this article.

Area of influence means that area around a utility excavation where the pavement and sub-grade is impacted by the excavation and is subject to more rapid deterioration due to the trench excavation.

Backfill means the following:

(1) The placement of new dirt, fill, or other material to refill an excavation; or

(2) The return of excavated dirt, fill or other material to an excavation.

Certificated Telecommunications Provider or "CTP" means a person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the Texas Public Utility Commission or "PUC" to offer local exchange telephone service or a person who provides voice service as defined by V.T.C.A., Local Government Code ch. 283 or "the Act".

City means the City of Celina, Texas and the city's officers and employees.

City project means the construction, location, maintenance, relocation, alteration, improvement, repair, removal or other work performed by the city, or its designee, in the public right-of-way or on any city utilities or city facilities.

City utilities means any water, sewer or drainage line or services owned and operated by the city.

Compaction refers to consolidating backfill material in a trench to prevent future settlement.

Comprehensive plan means the city's comprehensive plan, as it exists or may be amended.

Construction means boring, the breaking of pavement, or the installation, modification, upgrade, maintenance, removal, or similar activities, within the right-of-way. The definition includes, but is not limited to, providing primary service, restoration, or maintenance of existing facilities within the right-of-way.

Contractor means any public or private person, subcontractor or organization, other than the city.

Day means business day unless otherwise specified.

Department means the city department of public works or a successor department that is responsible for management of the right-of-way and roadway infrastructure.

Emergency operations are defined as those operations and repairs necessary to prevent damage or injury to the health or safety of the public or any person and the work necessary to address or prevent an immediate service interruption. Upgrading of facilities, new service installation and neighborhood improvement projects are not emergency operations.

Excavation means any activity that removes or otherwise disturbs soil, pavement, driveways, curbs, or sidewalks in the right-of-way and does not include landscaping activity unless the activity removes or disturbs the paved portion of the right-of-way.

Facilities means the equipment, and property, including but not limited to, lines, poles, mains, pipes, conduits, ducts, cables, valves, manholes, handholes and wires located under, on, or above the surface of the ground within the right-of-way, and related facilities and equipment used or useful for the provision of utility services.

FCC means the Federal Communications Commission.

Governing body means the mayor and the city council of the City of Celina, Texas.

Governmental entity means any county, township, city, town, village, school district, library district, road district, drainage or levee district, sewer district, water district, fire district or other municipal corporation, quasi-municipal corporation or political subdivision of the state or of any other state of the United States and any agency or instrumentality of the state or of any other state of the United States.

Holiday shall refer to days in which city offices are closed in observance of a holiday.

Main line shall refer to lines other than service connections used to convey the right-of-way user's product.

Major project means any project, which includes 300 or more linear feet of excavation or any excavation under pavement.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communication network.

Network Provider means a wireless service provider, or a person that does not provide wireless services and that is not an electric utility but builds or installs, on behalf of a wireless service provider, network nodes or node support poles or any other structure that supports or is capable of supporting a network node.

Pavement shall refer to streets containing Portland cement, asphalt, brick or other rigid or semi-rigid material that covers the surface of a street and their underlying subgrade and base.

Permit means a permit issued under this article authorizing excavation in the right-of-way.

Permittee means any person or right-of-way user to whom a permit is issued to excavate a right-of-way.

Perpendicular excavations means any trench with a centerline that when projected toward the centerline of the street, the two lines intersect at an angle of 90 degrees.

Person means any person, company, partnership, contractor, subcontractor, agency or other public or private entity, excepting the city.

Public inconvenience penalty shall refer to a penalty assessed to the right-of-way user who denies the public the use of public property for a time period greater than allowed by this article.

PUCT means the Public Utility Commission of Texas.

Registration means the annual application process of the right-of-way user to use any portion of the right-of-way.

Registration certificate shall refer to the document provided by the city, annually, upon approval of the application for registration.

Repair means the temporary or permanent construction work necessary to make the right-of-way useable.

Repair area means that area around excavation where the pavement and subgrade is impacted by an excavation.

Restoration means the process by which an excavated right-of-way and surrounding area, including, but not limited to, pavement and foundation structures, ground cover, landscaping, and monuments are returned to the same condition, or better than that which existed before the commencement of the work.

Resurfacing means any repaving, overlay, seal or reconstruction which creates a new pavement surface over the entire width of the street, excluding crack seals and localized base and pavement repairs.

Right-of-way or public right-of-way means the surface of, and the space above and below, any street, road, highway, freeway, tollway, lane, path, drainageway, channel, fee interest, public way or place, sidewalk, alley, boulevard, parkway, drive, fire lane or other easement now or hereafter held by the city or over which the city exercises any rights of management or control and shall include, but not be limited to, all easements now held, or hereafter held, by the city, but shall specifically exclude private property.

Right-of-way manager means the right-of-way manager of the city, or his designee.

Right-of-way user means a person, its successors and assigns, that uses the right-of-way for purposes of work, excavation, provision of services, or installing, constructing, maintaining, or repairing facilities thereon, including, but not limited to, landowners and service providers.

Routine service operation means a work activity that makes no material change to the facilities and does not disrupt traffic.

Service means a commodity provided to a person by means of a delivery system that is comprised of facilities located or to be located in the right-of-way, including, but not limited to, gas, telephone, cable television, Internet services, open video systems, alarm systems, steam, electric, water, telegraph, data transmission, petroleum pipelines, or sanitary sewage.

Service connection shall refer to the line that serves no more than two individual customers or two meter banks.

Street means the paved portion of the right-of-way, whether fee or easement, that has been constructed, reconstructed, or resurfaced with concrete or asphalt or some other surface.

Surface mounted markers refers to any sign, post or other marker, which rises above the surface of the ground to show the location of an underground utility.

Thoroughfare means all roadways and streets classified on the city's comprehensive plan, as it exists or may be amended, including but not limited to a highway, tollway, major thoroughfare, minor thoroughfare, major collector, minor collector or local collector.

TMUTCD means the Texas Manual on Uniform Traffic Control Devices, as it exists or may be amended.

Traffic control representative shall refer to the designated representative of the right-of-way user who is responsible for work zone safety and compliance with TMUTCD. The right-of-way user shall ensure such person has adequate training, knowledge and authority to perform the responsibilities listed above.

Transport Facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Trench shall refer to excavation deeper than 12 inches. This shall include linear trenches, holes, pits and etc.

Underground Facility Damage Protection Safety Act shall refer to the V.T.C.A., Utilities Code sec. 251.001 et seq. as it exists or may be amended.

Utility means any privately or publicly owned entity which uses right-of-way to furnish the public any general public service, including, without limitation, sanitary sewer, gas, electricity, water, telephone, petroleum products, telegraph, heat, steam or chilled water, together with the equipment, structures, and appurtenances belonging to such entity and located within and near the right-of-way. Poles are regulated herein only as specifically set forth in this article.

White lining means marking the excavation site with white washable marking paint or flags prior to requesting a utility location in order to further identify the site.

Wireless service means any service using licensed or unlicensed wireless spectrum, including the use of wi-fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless services to the public.

Sec. 13.09.006 Utility coordinator

Each utility and right-of-way user shall name a utility coordinator who shall be the representative and point of contact for all communications from the city and who shall meet with the right-of-way manager when so requested.

Sec. 13.09.007 Field utility coordination

(a) The right-of-way user shall notify the department at each of the following times during a project:

(1) Forty-eight hours before the start of construction;

(2) Upon completion of the initial backfill; and

(3) Upon completion of the project.

The right-of-way user shall make a request for a utility locate in compliance with the Underground Facility Damage Prevention and Safety Act.

(b) The use of markers, stakes, poles, barricades or other devices shall be used in such a way to avoid damage to adjoining property. The use of "nonwashable" markers is prohibited.

(c) Compliance with the Texas Utilities Code, as amended, is required at all times.

(d) All barricades, plates, cones, traffic directional equipment and all other traffic control devices owned, leased or used by the right-of-way user and used on or near any excavation shall be clearly and visibly marked with the name of the permittee and/or right-of-way user or

subcontractor, as applicable, at all times such equipment is used on or near the right-of-way. An exception to the marking requirement may be made in the sole discretion of the right-of-way manager in the event the traffic control equipment is not owned by the permittee or right-of-way user.

Sec. 13.09.008 Maps and records of registrants

(a) Within 30 days of passage of this article, each right-of-way user shall provide the city an accurate map of their service area. The map shall be in electronic format overlaid over the Collin County and/or Denton County and North Central Texas Council of Governments digital map, as applicable. In dual coverage areas, the city may request additional information to enable identification of right-of-way users.

(b) Each right-of-way user must maintain accurate maps and records of its facilities. If available, the city's road network may be provided in digital format upon request. The right-of-way user is encouraged to maintain their system maps geo-referenced to the city's geodetic network, which is on the Collin County and/or Denton County digital map or the North Central Texas Council of Governments digital map, as applicable. The map should include true bearings and distances to the nearest established street lines and official monuments, which shall be accurately described on the map. The right-of-way user will provide the city with digital information within 90 days of a request for maps from the city for any user with less than 50 miles of utilities within the city. All other right-of-way users shall provide the digital information within one year of the request. Thereafter, the data is to be provided to the city on an annual basis by January 1.

(c) If the maps and records submitted in response to any request by or requirement of the city include information expressly designated by the right-of-way user as a trade secret or other confidential information protected from disclosure by state law, the city and its agents, employees, or other representatives may not disclose that information to the public without the consent of the right-of-way user, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a right-of-way user to designate all matters in its maps and records as confidential or as trade secrets.

Sec. 13.09.009 Notice

Notice for purposes of this article shall be made to the city via electronic message (e-mail), overnight courier (generally used carrier with tracing available) or hand delivery with signed receipt, facsimile to the department, or United States mail return receipt required.

Sec. 13.09.010 Registration

(a) Nothing in this section relieves a right-of-way user and/or utility from obtaining a permit under this article to perform work in the right-of-way.

(b) In order to protect the public health, safety, and welfare, a utility maintaining or operating existing facilities in the right-of-way must register with the right-of-way manager in accordance with the following requirements:

(1) The registration must be on a form furnished by the right-of-way manager and made in the name of the right-of-way user that owns the facilities.

(2) Registration expires December 31 of the following year after the first registration occurs. If the utility fails to renew registration by that date, the city will send by certified mail a notice of noncompliance to the address listed on the registration. If the utility fails to renew registration within 30 calendar days after the date of sending the notification, the facilities of the utility will be deemed to have been legally abandoned.

(3) If information provided as part of the registration changes, the utility must inform the right-of-way manager, in writing, not more than 30 days after the date the change occurs.

(4) The utility shall also include the following registration:

a. The name of the utility using the right-of-way, including any business name, assumed name, or trade name the utility operates under or has operated under in the city within the past five years.

b. If the utility is a CTP, the certificate number issued by the Texas Public Utility Commission.

c. The ordinance number of any franchise or license issued by the city that authorizes the utility to use the right-of-way.

d. The names, addresses and telephone numbers of at least two persons who will be general, day-to-day contacts for the utility. At least one of the addresses must be within the Dallas/Fort Worth metropolitan area.

e. The name and mailing address of the officer or agent designated as the person authorized to receive service of process on behalf of the utility.

f. The name, address and telephone number of any contractor or subcontractor, who will be working in the right-of-way on behalf of the utility. This list may be amended as needed by the utility; however, no work shall be performed in the right-of-way by a contractor or subcontractor that is not on the list, regardless of whether a permit is required.

g. The names and telephone numbers of at least two persons serving as emergency contacts who can be reached by telephone 24 hours a day, seven days a week. The telephone numbers should be accessible without the city having to pay long distance telephone or toll charge.

h. Proof of existing insurance that complies with Division 4.

(c) Upon completion of registration, the city will provide the right-of-way user a registration certificate valid until the end of the calendar year during which the registration was completed. The right-of-way user may make as many photocopies of the registration certificate as necessary. The right-of-way user is responsible for ensuring that all contractors, listed in accordance with subsection (b)(4)(f) above have a copy of the registration certificate on site when work is being conducted under the provisions of the registration certificate.

Sec. 13.09.0011 Traffic handling training

The right-of-way user is responsible for work zone safety including, but not limited to, traffic control through the designated traffic control representative. The representative is responsible for compliance with the TMUTCD and the traffic control plan (if required) at all work zone sites. The traffic control representative shall ensure employees on the job site have adequate training.

Sec. 13.09.012 Reporting obligations

All right-of-way users shall, upon request, provide proof of any necessary permit, license, certification, grant, registration, franchise agreement or any other authorization required by any governmental entity, including, but not limited to, the city, state, or federal government, or railroad or pipeline company, including a description of the right-of-way user's intended use of the right-of-way, information sufficient to determine whether the right-of-way user is subject to franchising or licensing by the city, and information to determine whether the right-of-way user has applied for and received any certificate of authority required by the PUCT. The information provided shall be sufficient enough to determine whether the right-of-way user has applied for and received any permit or other approvals required by the FCC. Right-of-way user shall provide all such other information as may be reasonably required by the city to complete the registration statement.

Sec. 13.09.013 Surface mounted markers

Where surface mounted markers are needed, curb mounted medallions shall be used whenever possible.

Sec. 13.09.014 Relocation of facilities for city projects and public improvements

(a) In the exercise of governmental functions, the city has first priority over all uses of the right-of-way. The city reserves the right to, among other things, lay water, sewer, drainage, and other pipelines or cables and conduits, and to do underground and overhead work, and attachments, restructuring, or changes in street facilities in across, along, over, or under a public street, alley or right-of-way occupied by an agency or right-of-way user, and to change the curb, sidewalks, or the grade of streets.

(b) The right-of-way user must relocate its facilities, at its own expense and in accordance with Section 13.09.039, prior to the start of construction of a city project. Failure to comply with this provision shall subject the right-of-way user to the enforcement provisions contained herein.

(c) A permit will be required when making facility adjustments in preparation for city projects.

Sec. 13.09.015 Permit required

It is unlawful for any person, its agents, servants or employees to dig, plow, blast, make cuts, openings, bore, tunnel, excavate or close lanes on a thoroughfare without first having made application and obtained a permit therefore in compliance with the Public Right-of-Way Permitting and Construction Manual, promulgated and amended by the right-of-way manager, except for as allowed by this section. It is unlawful for any person, its agents, servants or employees to make or cause to be made any excavation in or under the surface of any right-of-way for the installation, repair or removal of any facilities, or for any other purpose without first obtaining from the right-of-way manager a permit in compliance with this article.

(1) Before issuing a permit, the right-of-way manager shall have been provided a written application, on a form furnished by the right-of-way manager, setting forth the name and residence or business address of the applicant; the location and approximate area of the excavation, including its approximate length and width, and, if the excavation is in a street, whether it is parallel or transverse to the direction of the travel lanes; and, the purpose of the excavation. The application form shall include plans prepared in accordance with city specifications. Plans shall be drawn at a reasonable scale that legibly and accurately show all existing improvements and proposed work. All proposed work must be shown in heavy or bold type lines and fonts. If proposed work is in phases or part of another overall drawing, show all

existing and future work in lighter or faded out lines and fonts. If right-of-way user cannot show distinctive line weights, the plans shall clearly label the above information using text. When required by the Texas Engineering Practice Act, as amended, the plans must be sealed by a professional engineer licensed to practice in the state.

(2) At the time the permit is issued, the applicant shall pay a nonrefundable permit application fee in an amount as provided for in the master fee schedule of the city.

(3) The proposed location, depth and other characteristics of any facilities for which the permit is issued shall be subject to approval of the right-of-way manager, and all backfilling, compaction and pavement restoration performed for any excavation shall comply with the requirements of this article.

(4) No fee or requirement authorized or imposed pursuant to this article shall be construed to affect or alter in any way any obligation of public and/or private utilities with facilities installed in any right-of-way to relocate the facilities, at no cost to the city, subject to state law, if applicable, in the event that relocation is required by the city to accommodate a proper governmental use of the right-of-way.

(5) Combinations of permits shall be permitted at the sole discretion of the right-of-way manager. Fees shall be assessed based on the excavations permitted.

(6) Subdivision monuments, historical markers, and any other signs or structures with foundations in the right-of-way, excluding billboards, are subject to this article.

Sec. 13.09.016 Exceptions to required permit

(a) The right-of-way manager reserves the right in his discretion to require a right-of-way permit on service connections. Unless otherwise required by the right-of-way manager, service connections do not require a permit if all of the following conditions are met:

(1) The service connection excavation shall not exceed four feet inside the right-of-way to property line;

(2) All excavation shall be in accordance with service connection drawings;

(3) The address for the service connection is on the city provided form, which is submitted to the right-of-way manager via e-mail. Work shall not begin until the electronic form is transmitted to the right-of-way manager;

(4) The excavation required is less than 12 inches in depth;

(5) The excavation is no wider than two inches or is hand dug; and

(6) The service connection does not require boring.

(b) Irrigation system installation requires a permit per existing city codes.

Sec. 13.09.017 Permit application

(a) Application for a permit shall be addressed to the right-of-way manager and made on a form furnished for that purpose, stating the extent, dimensions, character and purpose of the cut or excavation to be made, the location, by street and number if possible, where the work is to be done, and the time in which it is to be completed. The application form shall be accompanied by maps of the existing facilities in the area, to the extent available, and the location of the proposed facilities, methodology of construction, and proposed start and completion dates. When the work includes excavating, which will exceed five feet in depth, a trench safety design sealed by a licensed professional engineer shall also accompany the application, unless otherwise provided by law.

(b) A permit shall only be valid for the area of the right-of-way specified within the permit. No permittee may cause any work to be done outside the area specified in the permit, except as provided herein. Any permittee who determines that an area is greater than that which is specified in the permit must apply for and receive a new right-of-way permit.

(c) Fees shall apply to all right-of-way users unless governed by an existing agreement with the City. Applicants may apply jointly for permits to excavate the right-of-way at the same time and place. Applicants who apply jointly for a right-of-way permit may share in the payment of the permit fee. Applicants must agree among themselves as to the portion each shall pay. The city will recognize only one point of contact.

(d) Permits will be issued or denied within ten (10) days of the city receiving a complete application. Permits shall be valid for the dates specified in the permit. The applicant may request but is not guaranteed the permit be valid for such longer period as may be necessary in the circumstances, in advance, as part of the application. The city may approve or deny the application for such extended permit period. No permittee may commence work before the permit start date and, except as provided herein, no permittee may continue working after the end date. If a permittee does not complete the work by the permit end date, the permittee must apply for and may receive a new right-of-way permit or a permit extension for additional time. This supplementary application must be submitted to the city prior to the permit end date. Applicants are encouraged to request a pre-submission meeting for large projects.

(e) An expedited permit may be requested, and shall be issued or denied within five (5) days of application upon a showing of good cause, as solely determined by the right-of-way manager.

Sec. 13.09.018 Issuance of permit

Every person making application for a permit in accordance with the provisions of this article, and having complied with such provisions, shall be entitled thereto, and, upon filing such application with the right-of-way manager, it shall be his duty to issue the permit, when the provisions of this article have been complied with.

(1) Upon receiving a written application for a permit and a plan prepared in accordance with the city specifications, the right-of-way manager's designee shall set forth all requirements, approve or disapprove the application, sign and return it to applicant. Excepting only emergency excavations, at least forty-eight (48) hours prior to the start of work, the applicant shall notify the right-of-way manager the date the work will commence when traffic control devices are necessary on a thoroughfare.

(2) No permit shall be transferable. A permit shall be void unless the excavation to be made pursuant thereto is commenced within the time stated therein and the work diligently completed.

(3) Each permit shall state a time period for completion of all the work to be done hereunder. The right-of-way manager may in his sole discretion, grant extensions of time.

(4) No person in violation of any requirement of this article shall be issued an excavation permit, nor shall any contractor or agent apply for or be issued a permit on the person's behalf, until the outstanding violation is/are corrected or a plan for correction is approved by the right-of-way manager. The foregoing requirement is in addition to any penalty or remedy for violation that may be imposed or sought by the city at law or equity.

(5) No work shall be done under any permit issued under this article except as stated in the permit. If the permit is allowed to expire, the right-of-way user shall procure a new permit, paying the applicable fee, prior to proceeding with any such work.

Sec. 13.09.019 Posting of signs

The right-of-way user and contractor (if used) shall be identified by three feet by three feet information signs on all work requiring a permit. The signs shall state the name and phone number of the right-of-way user and contractor (if used). The signs shall be placed in the right-

of-way on each approach to the location where construction is occurring from the time of the beginning of work in the right-of-way and shall continue to be posted at the location during the entire time the work is occurring.

Sec. 13.09.020 Excavation to be under supervision of the right-of-way manager

(a) Any right-of-way user engaged in making or backfilling any excavation in any right-of-way shall, at all times while such work is in progress, keep at the job location the permit, or a copy thereof, and shall provide of the same, when requested by any authorized city employee. At all times while the work is in progress, the right-of-way user shall also maintain, at the job location, a sign, barricade or other device bearing the right-of-way user's name.

(b) The right-of-way user shall protect from damage, utility conduits, sewer conduits, water conduits, lawns, shrubbery, trees, fences, structures, irrigation, sidewalks, streets, signs, street lights, or other property at, near or encountered in its work. The right-of-way user shall determine the boundary of the right-of-way.

(c) All excavations and other construction in the streets shall be conducted so as to interfere as little as practicable with the use of right-of-way and with the use of private property, in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the city pursuant to the policy and regulatory powers of the city necessary to provide for public convenience. The right-of-way user shall not trespass upon private property. The right-of-way user shall determine the boundary between right-of-way and private property and place stakes/markers indicating the boundary to remain in place for the duration of the work.

(d) The city reserves the right to among others, lay, and allow to be laid, electricity, sewer, gas, water and other pipe lines or cables and facilities, as well as drainage pipes, and channels and streets, and to perform, and allow to be performed, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the city, in, across, along, over or under any right-of-way or public place occupied by a right-of-way user and to change any curb or sidewalk or the grade of any street and to maintain all of the city's facilities. In allowing such work to be performed by others, the city shall not be liable to a right-of-way user for any damage caused by those persons or entities. Nothing herein shall relieve any third party from responsibility for damages caused to a right-of-way user by such third party.

(e) All transmission and distribution structures, lines, equipment and facilities erected by a right-of-way user within the city shall be so located as to cause minimum interference with the proper use of the right-of-way, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of said streets. No pole may be placed in an area

prohibited by another section of this article or which interferes with the public's unimpeded use of the right-of-way.

(f) If the city requires a right-of-way user to adapt or conform its facilities, or in any way or manner to alter, relocate or change its property to enable any other corporation or person, except the city, to use, or to use with greater convenience, any right-of-way or public place, the right-of-way user shall not be required to make any such changes until such other corporation or person shall have undertaken, with solvent bond, to reimburse a right-of-way user for any loss and expense which will be caused by, or arise out of such removal, change, adaptation, alteration, conformance or relocation of a right-of-way user's facilities; provided, however, that the city shall never be liable for such reimbursement.

Sec. 13.09.021 Registration certificate required

It is unlawful for any person, its agents, servants or employees to perform construction in the right-of-way without first having made either application and obtained a permit therefor or have in possession a valid registration certificate. A registration certificate may only be used for construction activities not requiring a permit in accordance with this article. These activities include tree trimming, general maintenance, line work and providing a service connection from the property line to a customer provided the activity complies with Section 13.09.010.

Sec. 13.09.022 Hours of operation for nonemergency work

(a) Excavation and boring shall be conducted between 7:00 a.m. and thirty (30) minutes before sundown on Monday through Friday, except on holidays. No excavation or boring shall be performed on holidays.

(b) All other work requiring an inspection shall be done between 7:00 a.m. and thirty (30) minutes before sundown on Monday through Friday, except on holidays. No work shall be performed on holidays. A right-of-way user may work on Saturday subject to the approval of the right-of-way manager and a notification no later than noon on Thursday before the Saturday in which the work is to be performed. The Saturday inspection fee must be paid prior to noon on Thursday prior to the Saturday in which the work is to be performed.

Sec. 13.09.023 Denial of permit

A permit may be denied or suspended for any of the following reasons:

(1) Failure to provide proof of a surety bond or liability insurance acceptable to the city or notice of termination of the same.

(2) Failure to secure a contractor's license or other required license.

(3) Failure to perform in accordance with the requirements of this article.

(4) The excavation would be in a street and not otherwise permitted by this article.

(5) The proposed warning or other traffic control procedures or equipment do not comply with the requirements of the TMUTCD or the requirements of the right-of-way manager.

(6) The proposed activity would violate any city ordinance or state or federal law, rule, regulation or statute.

(7) The permit application contains false or misleading information.

(8) The activity would cause a public health or safety hazard.

(9) The right-of-way user is not authorized within the city.

(10) The right-of-way user is in violation of this article relative to work in progress.

(11) The right-of-way user has not compensated the city, unless the user is not legally obligated to compensate the city by contract, by agreement or by law, for using the public property; or the right-of-way user has failed to timely make required payments.

Sec. 13.09.024 Appeal

A right-of-way user that: (i) has been denied registration; (ii) has been denied a permit; (iii) has had a permit revoked; or (iv) believes that fees imposed are invalid, may have the denial, revocation, or fee imposition reviewed, upon written request as follows:

(1) If an applicant desires to appeal a decision, the applicant may file a written notice of appeal with the right-of-way manager within five business days of the date the decision was rendered. The notice must state the alternatives available and routes explored, hardship encountered, cost comparison of other alternatives and a statement of any other significant factors. The right-of-way manager shall provide a written decision within five business days. Failure to render a decision within five business days shall constitute a denial.

(2) If a further denial is given, the appellant may thereafter file a written notice of appeal to the City Manager within five business days of receipt of the right-of-way manager's written decision. The City Manager shall provide a written decision within

five business days of receipt of an appeal in accordance with this section. Failure to render a decision within five business days shall constitute a denial.

DIVISION 3. TECHNICAL SPECIFICATIONS

Sec. 13.09.025 Lawful use of right-of-way

(a) The use of the right-of-way in any manner which violates federal, state, or local laws, or city codes, ordinances and regulations, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal and water and air quality, is prohibited. All permittees shall provide satisfactory evidence of compliance with the foregoing upon request of the city.

(b) The permittee shall dispose of all material removed from the right-of-way and any waste created by permittee in compliance with all state, federal and local laws and requirements. Temporary storage of material may be placed in a pile no higher than 30 inches.

(c) If a permittee excavates any contaminated, regulated or hazardous materials in the right-of-way, such permittee shall be responsible for environmental assessment, excavation, testing, transportation and disposal of that material in accordance with applicable law. The permittee shall promptly notify the city, orally, of the condition within two hours of discovery of any contaminated, regulated or hazardous materials in the right-of-way, and within eight hours provide the aforementioned information to the city in writing. The permittee must consult with and receive written authorization from the city before undertaking any of the steps/actions set forth in this subsection.

Sec. 13.09.026 Compliance with safety regulations

The permittee and right-of-way user shall comply with all applicable federal, state and local safety regulations and requirements, including, by example and not limitation, the occupational safety and health standards for the construction industry.

Sec. 13.09.027 Conformance with the thoroughfare plan

A right-of-way user should consult the city's thoroughfare plan prior to the acquisition of any interest in real property in the city for the installation or relocation of service lines or other equipment or facilities along or adjacent to any street, right-of-way, thoroughfare, highway, or any proposed street, right-of-way, highway or thoroughfare to attempt to minimize any future conflict regarding the location of such facilities. All right-of-way users are charged at all times with constructive notice of the thoroughfare plan. The city shall, at a minimum, have no liability for the value of or loss by a right-of-way user of any improvements constructed in the area

shown on the thoroughfare plan, except as provided herein. Typical locations of city facilities are depicted in the city standard details.

Sec. 13.09.028 Tree trimming and graffiti abatement

Permission is granted to a right-of-way user, subject to the requirements of this code, as it exists or may be amended from time to time, to trim trees upon and overhanging the right-of-way, so as to prevent the branches of such trees from coming in contact with a right-of-way user's facilities. When so directed by the city, the tree trimming shall be done under the supervision and direction of the city. The right-of-way user shall make the necessary repairs or restoration, including, but not limited to, cleaning of graffiti, as soon as practicable but not to exceed seven days after the right-of-way user discovers or learns of any misuse, destruction, damage or vandalism to its facilities.

Sec. 13.09.029 Employee communication

The right-of-way user shall ensure that there is at least one employee on the job site, during any type of work activity, who can read, write and speak English fluently.

Sec. 13.09.030 Routing and spatial assignment

The city reserves the right, in the permit or otherwise, to restrict or determine the route (pathway) and/or spatial location, whether horizontal, vertical or depth, of any facility and/or structure or improvement in the right-of-way. The city reserves the right to reserve space for future utilities.

Sec. 13.09.031 Commencement and completion

After obtaining the permit and prior to commencing the work, the permittee shall notify the right-of-way manager, and shall commence and complete all work within the time specified in the permit, unless an extension of time is granted by the right-of-way manager. No work shall commence until erosion control measures (e.g. silt fence) and advance warning signs, markers, cones and barricades are in place.

Sec. 13.09.032 Notification of affected property owners

Except in the case of an emergency, whenever excavation is required in the right-of-way adjacent to an occupied property, the right-of-way user shall notify the property owner of the activity through use of a door hanger, which shall include the following information:

(1) Permit number;

(2) Identify of the contractor and the right-of-way user, including a contact name and phone number by which more information regarding the project could be obtained and a 24-hour a day emergency phone number; and

(3) The anticipated duration of the construction work.

Sec. 13.09.033 Safe conduct of work

Every permittee and right-of-way user shall prosecute its work diligently and in a good, safe, and workmanlike manner, and shall safeguard and protect the public, using the street or right-of-way where the work is being performed, from accidents or damage by placing barriers, lights and other sufficient safeguards around all cuts, openings and excavation, in accordance with TMUTCD. All material, implements and tools stored upon the premises and used in connection with the excavation shall be stored in a safe and nonhazardous manner.

Sec. 13.09.034 Revocation or suspension of permit

The city reserves its right, as provided herein, to revoke or suspend any permit, without refund of the permit fee, in the event of a breach by the permittee of the terms and/or conditions of the permit, this article and/or any other city ordinance. A breach of the terms of the permit shall include, but not be limited to any of the following:

(1) The violation of any provision of the permit.

(2) An evasion or attempt to evade any provision of the permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens.

(3) Any material misrepresentation of any fact in the permit application.

(4) The failure to meet insurance, surety bond or indemnification requirements.

(5) The failure to complete the work as specified in the permit.

(6) The failure to correct a condition indicated on an order issued pursuant to this article.

(7) Repeated traffic control violation(s).

(8) Failure to protect facilities or repair facilities damaged in the right-of-way.

(9) Violation of any part of this article.

(10) Recognition by the right-of-way manager that a permit was issued in error.

(11) Failing to comply with an order of the right-of-way manager on the permit and any other valid permit held by the right-of-way user.

(12) Any safety violation or other action that threatens the health, welfare and/or safety of the public as solely determined by the right-of-way manager.

If the right-of-way manager determines that the permittee has committed a breach of any law or condition of the right-of-way permit, the right-of-way manager shall make a written demand upon the permittee to remedy such violation. Continued violation may be cause for revocation of the permit or legal action, or both. The right-of-way manager may, in his discretion, revoke the permit, provide specifications to cure the breach, or both. Within two business days of receiving notification of the breach, permittee shall contact the right-of-way manager with a plan, acceptable to the right-of-way manager, for correction of the breach. Permittee's failure to do so or permittee's failure to timely implement the approved plan shall be cause for revocation of the permit.

Sec. 13.09.035 Work not in accordance with permit declared unlawful

(a) It shall be unlawful for any person to make, cause or allow to be made, any excavation, or to install, cause or allow to be installed any tank, pipe, conduit, duct, tunnel, utility pole or other utility or appliance in or under the surface of any street, alley, sidewalk, right-of-way or other public place, at any location, other than that described in the application for the permit and as shown on the plans filed with the right-of-way manager, and in accordance with the requirements of the permit. If the circumstances appearing after the excavation is commenced make it impossible to comply with the permit, the right-of-way manager may, in his sole discretion, grant a waiver to take the circumstances into account.

(b) Failure to comply with requirements set forth in this article or on any permit shall be cause for revocation of the subject permit and of any other permits held by the same permittee until the violations have been corrected or the right-of-way manager has approved alternative requirements.

Sec. 13.09.036 Work done without a permit

No cut, excavation, grading or disturbing of the right-of-way or wires on poles, in any way, shall be made, other than excavations necessary for emergency work, without first securing a permit. No person or right-of-way user shall, at any time, open or encumber more of the right-of-way than shall be reasonably necessary to complete a project in the most expeditious manner.

Sec. 13.09.037 Cessation of work

At any time, the right-of-way manager may order the immediate cessation of any work that poses a threat to the health, safety or well-being of the public. The right-of-way manager may revoke the permit of any permittee in any instance where there is a threat to the health, safety or wellbeing of the public.

Sec. 13.09.038 Violations of standards; notice

The right-of-way manager may issue a written notice to the permittee indicating work that does not conform to the terms of the permit, applicable standards, conditions, codes or other applicable regulation. Within five days after issuance of written notice, the permittee shall present proof to the right-of-way manager that the violation has been corrected. If such proof has not been presented within the required time, the right-of-way manager may revoke the permit.

Sec. 13.09.039 Location and relocation of facilities

Subject to applicable federal, state, and local laws, the right-of-way user shall, upon the request of the city, which shall be in writing, locate and/or relocate its facilities situated within any right-of-way, at no expense to the city, where reasonable and necessary to accommodate any city project. The written request provided by the city shall state the date by which the relocation by the right-of-way user shall be completed and a reasonable amount of time shall be provided by the city. When relocation is necessitated by federal government requirements, which includes reimbursements of costs, the city will reimburse applicant for its proportionate share from funds provided to the city in such reimbursements.

Sec. 13.09.040 Relocation facilities for the city

In the event the city finds it necessary to move a right-of-way user's facilities to protect the right-of-way, any city utilities and/or street, the city shall notify the local representative of the right-of-way user. Right-of-way user shall promptly move or facilitate the relocation of the subject facilities at right-of-way user's sole expense.

Sec. 13.09.041 Abandoned facilities

(a) A right-of-way user owning abandoned facilities in the right-of-way shall:

(1) Remove its facilities and repair, at its sole expense, any damage caused by the removal. The right-of-way manager may allow some or all facilities to remain if the right-of-way manager determines same is in the best interest of the public to do so; or

(2) Provide information satisfactory to the city that the right-of-way user's obligations for its facilities in the right-of-way have been lawfully assumed by another authorized right-of-way user.

(b) The facilities of the right-of-way user who fails to comply with this section, and those facilities which remain unused for two years, shall be deemed to be abandoned unless, within the aforesaid two-year period, the city receives written confirmation and reasonable evidence, as solely determined by city, that the right-of-way user intends to use the facilities. The city may exercise any remedies and/or rights it has at law or in equity, including, but not limited to, taking possession of the abandoned facilities or requiring the removal of the facilities by the right-of-way user at the right-of-way user's sole expense.

Sec. 13.09.042 Underground service requirements

Placement of new utility support structures (poles) shall be prohibited for electrical distribution lines with 60,000 volts and less and all communication utilities, unless otherwise allowed by other law or an existing franchise agreement between the right-of-way user and the city or a PUCT tariff. This does not prohibit replacing existing poles for maintenance purposes.

Sec. 13.09.043 Location of poles and conduits

All poles in the right-of-way shall be of sound material and straight, and shall not interfere with the flow of water in any gutter or drain, and shall be placed so as not to interfere with vehicular and pedestrian travel. The location and route of all conduits, fiber, cables, utilities and facilities placed and constructed by a right-of-way user in the construction and maintenance of its system in the city shall be subject to the reasonable and proper control, direction and approval of the city. Placement of poles and anchor guys along curvilinear streets shall comply with city ordinances and regulations.

Sec. 13.09.044 Size and location of aboveground facilities

The maximum dimensions for ground mounted utility structures above the ground in the right-of-way adjacent to streets are seven feet long (parallel to the road), two feet wide (perpendicular to the road) and six feet in height. For structures three feet or less in height, the width may be 44 inches. This does not include poles. The height of utility structures shall be measured from the lowest grade at any point 18 inches or less from the side of the structure that faces the street to the highest point of the structure. Utility structures exceeding those dimensions shall not be located in the right-of-way adjacent to streets, unless otherwise approved in writing by the right-of-way manager. All aboveground facilities shall be located outside of the corner visibility triangle at all intersections, future intersections and all driveways. No aboveground facilities may be placed in a parkway that is across from a median opening.

Sec. 13.09.045 Height of overhead line

The user shall ensure all overhead lines are constructed and maintained so that the minimum clearances are in compliance with the National Electrical Code as it exists or may be amended.

Sec. 13.09.046 Attachments to poles

(a) Nothing shall obligate or restrict a right-of-way user from exercising its rights to enter into pole attachment, pole usage, joint ownership or other wire space or facilities agreements with light and/or power companies or with other wire-using companies authorized to operate within the city.

(b) A right-of-way user shall utilize existing pole space, conduit, and other facilities whenever reasonably and/or economically possible.

(c) Antennas must be mounted to the top of the pole, or flush to the pole near the top, in a screen that is coated or painted an approved color to match the pole to camouflage the installation.

(d) Equipment, other than antennas, must be in an underground vault. Vaults must be flush to the ground.

(e) If the existing pole already has more than two existing risers/drops, the pole must be replaced with a metal pole and all wires and cables must be run in conduit inside the pole. The existing drops will also be relocated inside the new pole and underground entry into the pole through the foundation is required. When installation will result in two or fewer risers/drops on the pole, the wires and cable may be installed as a riser/drop in conduit painted an approved color.

Sec. 13.09.047 Temporary rearrangement of aerial wires

The right-of-way user shall rearrange its transmission media temporarily as necessary to permit the moving of houses or other bulky structures. The requesting parties shall, pay the reasonable and necessary expense of such temporary rearrangements. The right-of-way user shall in a reasonable time frame and reasonable cost, remove its transmission media in connection with the demolition of unsafe structures, including emergency or ordered demolitions at no cost to the city. The right-of-way user may invoice the requesting parties for the cost of this work, where applicable.

Sec. 13.09.048 Street closures

(a) All lane closures on any thoroughfare shall comply with TMUTCD, and shall include a lane closure exhibit to be submitted with the permit to the right-of-way manager. The right-of-way manager may require a traffic control plan. Arrow boards and message boards may be required for lane closures on thoroughfares.

(b) Except in an emergency, no thoroughfare shall be closed on weekdays during the hours of 6:30 a.m. to 9:00 a.m. and 3:30 p.m. to 7:00 p.m. or outside normal working hours of the city. Every day of the week, all roadways shall be open to traffic by sunset on the same day as the construction.

(c) All lane closures require 24-hour notification of the police and fire departments prior to closing

Sec. 13.09.049 Site maintenance during construction and prior to full restoration

(a) Erosion control and stormwater management. The right-of-way user shall be responsible for stormwater management, erosion control and excavation safety measures that comply with city, state and federal guidelines. Requirements shall include, but not limited to, construction fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing. Upon request of right-of-way manager, the right-of-way user may be required to furnish documentation submitted or received from the federal or state government.

(b) Dust control. The right-of-way user shall ensure that the work is conducted and site maintained to minimize blowing dust. At any time dust leaves the job site so that it is a nuisance, the work will stop until measures can be taken to eliminate the dust.

(c) Traffic control safety. In the event of noncompliance with the TMUTCD, the right-of-way user shall be notified of the violation. In the event of continued noncompliance, the right-of-way manager may revoke the permit, in addition to any other remedies available to the city. At any time the right-of-way manager determines the work threatens public safety, he may take immediate action as necessary including but not limited to, stopping all work, or have a third party make the repairs at the expense of the applicant.

(d) Responsibility for signs, barricades and warning devices. The right-of-way user working in any right-of-way is responsible for the safe movement of traffic, both pedestrian and vehicular, through the construction area. The right-of-way user shall meet all requirements for barricading and traffic control as specified in the TMUTCD.

(1) Only those individuals who are qualified by means of adequate training in safe traffic control practices and have a basic understanding of the principles established by applicable standards and regulations, including without limitation, those in TMUTCD, may place and maintain the traffic control devices in a construction area.

(2) The right-of-way user must either: (i) subcontract the barricading to a firm specializing in traffic control; or (ii) submit the qualifications and name of employees to the right-of-way user manager for approval prior to the work commencing. The right-of-way user must also submit a traffic control plan for review when required by this article. All signs and barricades must conform to the requirements of the TMUTCD.

(3) All barricades, plates, and other traffic control equipment must conform to TMUTCD specifications and must be inspected and maintained by the traffic control representative.

(4) All barricades, plates and other traffic control equipment must display accurate and sufficient information including without limitation, the name of the right-of-way user.

(5) Noncompliance with the TMUTCD shall be cited in writing. In the event of noncompliance after citation, the right-of-way manager may place the necessary devices as required, and the right-of-way user shall reimburse the city for all such expenses as well as $500.00 for noncompliance. Failure to comply with this provision may result in denial of application for future permits.

(6) All traffic control devices must be removed immediately upon completion of work.

(e) Duty to barricade. At all times during construction activity, the contractor and/or right-of-way user, as applicable, shall place and maintain all necessary and proper barriers and other safeguards, including without limitation, watchmen certified in accordance with the safety training described in this article, if necessary, upon and around the work and for the prevention of accidents, and after daylight hours, shall place, maintain and keep suitable sufficient lights, in accordance with the TMUTCD.

Sec. 13.09.501 Inspection

The permittee shall make the work site accessible to the city, and others as authorized by law, for inspection at all reasonable times during performance of the work.

Sec. 13.09.051 Materials testing

The City will require testing of materials used in construction in or near the right-of-way to determine conformance with city construction specifications, including, but not limited to, compaction tests on backfill materials, subgrade, aggregate base course, Portland concrete (rigid pavement), asphaltic concrete (flexible pavement) and other construction materials as deemed necessary by the City. The right-of-way user shall, at his expense, hire a testing laboratory with current accreditation by the American Association for Laboratory Accreditation, American Association of State Highway and Transportation Officials (AASHTO) or another nationally recognized accreditation agency that verifies compliance with ASTM E 329 and that demonstrates the laboratory's capabilities to perform applicable ASTM or AASHTO test procedures, as may be required.

Sec. 13.09.052 Duties of persons making excavations or creating obstructions

Any person who shall cause to be made any excavation or obstruction in any street or right-of-way shall not allow the same to remain there beyond a time reasonably sufficient for the completion of the work and/or removal of the obstruction, and shall repair the subject portion of such street and/or right-of-way so as to restore the same to its condition previous to the making of such excavation or obstruction. It shall be the duty of such excavators to protect the area while such condition exists and promptly to repair the same so as to leave the street or right-of-way in as good condition as before the excavation.

Sec. 13.09.053 Emergency excavations

Nothing in this article shall be construed to prevent any person maintaining any pipe, conduit or duct in or under any street, or right-of-way by virtue of any law, article or permit, from making such excavation as may be necessary for compliance with law or for the preservation of life or property when the necessity arises, provided that the person making the excavation shall notify the right-of-way manager within 24 hours. Except as specifically provided otherwise in this article for excavations authorized by this section, permittee shall be subject to all fees and requirements of this article.

Sec. 13.09.054 Excavation in streets

Except in case of an emergency there shall be no excavation in any street without the prior written approval of the right-of-way manager. Any request for a permit to excavate a street shall include a description of the proposed work and proposed restoration of the area, as well as a statement of clear and convincing evidence is provided to the right-of-way manager as to why alternate procedures cannot or should not be used in lieu of excavating a street. All pavement cuts and repairs shall be performed by a contractor with experience in street repair work. Any damage to pavement outside the removal area shall also be repaired subject to approval of the right-of-way manager.

(1) Excavation in Portland cement concrete (PCC) pavement surface. If the existing pavement is PCC, the concrete shall be cut first with a saw to a depth of the full the thickness of the concrete or 6", whichever is greater, and the full width of the trench, which shall also cut any reinforcing steel. A second cut shall be 12 inches parallel to the first cut to full thickness of the concrete and excavated to undisturbed soil. Further criteria is set forth in the city's standard details.

(2) Excavation in hot mix asphalt concrete (HMAC) pavement surface. If the existing pavement is HMAC, the HMAC shall be cut first with a saw to a depth of the full thickness of the pavement or 6", whichever is greater, and the full width of the trench, which shall also cut any reinforcing steel. A second cut shall be 12 inches parallel to the first cut to full thickness of the pavement and excavated to undisturbed soil. Further criteria is set forth in the city's standard details.

(3) Jacking and boring. A permittee or right-of-way user shall perform all work in conformance with methods approved by the city and in such a manner as to not interfere or disturb existing or planned infrastructure.

(4) Responsibility of excavated area maintenance. A permittee or right-of-way user shall warrant and be responsible for its repairs in the right-of-way for two years from the completion date of any repair.

Sec. 13.09.055 Backfill of excavated area

(a) Open trenches may be temporarily backfilled for the convenience of the permittee or the public safety. Traffic bearing plates can be used temporarily in conformance with city requirements. At least one hour prior to beginning permanent backfill operations, the permittee shall notify the right-of-way manager of the time the backfill will begin.

(b) All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times, where excess water cannot be prevented from entering the trench, will be considered temporary and shall be removed as soon as weather permits. All disturbed base material or any base that has been undermined shall be removed and discarded. Compaction of all backfill shall be 95 percent of maximum density with a moisture content of minus two percent to plus four percent of optimum moisture content as determined by ASTM D698 under or near paved surfaces, future paved surfaces or otherwise as determined by right-of-way manager. Outside of pavement surfaces, compaction of all backfill shall be 95 percent of maximum density with a moisture content of minus two percent to plus four percent of optimum moisture content as determined by ASTM D698, and be smoothed, raked, and topsoil and grass or other landscaping installed to match the surrounding conditions.

Sec. 13.09.056 Right-of-way restoration requirements

(a) The work to be done pursuant to the permit and any repair and/or subsequent restoration of the right-of-way must be completed within the dates specified in the permit. In the event of circumstances beyond the control of the permittee or when work is prohibited by unseasonable or unreasonable conditions, the right-of-way manager may, in his sole discretion, extend the dates on receipt of a substantiated supplementary application for a permit extension.

(b) All earth, materials, sidewalk, pavement, utilities, conduits, crossing, irrigation, landscaping, monuments, manhole covers, valve covers, meter box lids or improvements of any kind, which are owned or possessed by the city, and damaged, disturbed, or removed by a right-of-way user shall be fully repaired promptly by the right-of-way user, at its sole expense, to the reasonable satisfaction of the right-of-way manager with material approved by the City.

(c) After any excavation, the right-of-way user shall, at its expense, restore the right-of-way, trench envelope, pavement structure and the surrounding area, to the same or better condition than it was prior to the excavation. The restoration shall be made in accordance with specifications set forth herein, and the repair shall be covered by a maintenance bond for two years from the completion date of any repair.

(d) In the event the right-of-way user fails to restore the right-of-way in the manner and to the condition required herein, or fails to satisfactorily and/or timely complete all restoration, the city may, at its option, serve written notice upon the right-of-way user that, unless within five days after serving of such notice a satisfactory arrangement can be made for the proper restoration of the right-of-way by the right-of-way user, the city may take over the work and prosecute same to completion, by contract or otherwise, at the sole expense of the right-of-way user, and right-of-way user, and its surety, shall be liable to the city for any and all cost incurred by the city by reason of such prosecution an completion including, without limitation, the applicable public inconvenience penalty. Nothing contained herein shall limit any other remedies available to the city.

(e) If any excavation cannot be backfilled immediately, the right-of-way user shall securely and adequately cover the excavation and maintain proper barricades, safety fencing and/or lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel.

(f) In all right-of-way restoration, the right-of-way user guarantees its work and shall maintain it two years from the date of completion of any restoration. During the period following completion, the right-of-way user shall, in the event of any failure of the restoration, and upon notification from the right-of-way manager, reimburse the city for pavement restoration costs as

provided for in this article. Additionally, the right-of-way user, in the event of such failure, shall within 48 hours of notice from the city, repair the subject trench envelope.

(g) The two-year guarantee period shall be applicable to, among others, failure of the pavement surface as well as failure of the trench envelope. Notwithstanding remediation of the pavement structure by the city, the right-of-way user retains repair responsibility at all times during the guarantee period for the trench envelope. In locations where two or more right-of-way users have made repairs in the exact same location, the last right-of-way user to excavate shall be responsible for the two-year guarantee in that location, unless the right-of-way manager determines, in his sole discretion, that a failure was most likely a result of work performed by another right-of-way user. That right-of-way user shall be responsible for the two-year maintenance period.

(h) All street excavations shall be perpendicular excavations, as possible, unless otherwise approved by the right-of-way manager. Excavations in streets, which are not perpendicular excavations require block-to-block and curb-to-curb pavement reconstruction, or other method of repair approved by the right-of-way manager. All repairs shall be equal or better than that which existed prior to the commencement of any work.

(i) No trench shall be opened for the purpose of laying pipes, conduits or ducts for a distance greater than can be backfilled on the same workday before sunset. Any variance from this requirement must be granted in writing from the right-of-way manager prior to work beginning.

Sec. 13.09.057 Restoration of pavement

Unless otherwise specified in the permit, restoration of the pavement of any street, alley, right-of-way or other public place shall be performed by the permittee.

(1) No trench shall be opened in any street for the purpose of laying pipes, conduits or ducts more than 200 feet in advance of the pipe, conduit or ducts being placed in the trench, other than with the prior written consent of the right-of-way manager.

(2) All excavations shall comply with the city construction standards, as amended, and requirements of this article. Unless otherwise required by city standards, as amended, or if unusual conditions are encountered, the right-of-way manager may require new standards for compaction, backfill and pavement restoration.

(3) Any excavated pavement, debris and/or other rubble shall be removed, together with any surplus material, within one working day from the time such material is placed upon the street. After backfilling is completed, and prior to repaving the cut,

the right-of-way user shall remove all loose paving material and trim the edges of the excavation at the street surface to the satisfaction of the right-of-way manager.

(4) Whenever any caving occurs in the sidewalks of any excavation, the pavements above such caving shall be cut away, trench backfilled, compacted and sidewalk pavement restored. In no case shall any side or lateral tamping fill any void under a pavement.

Sec. 13.09.058 Permanent pavement repairs

The right-of-way user will maintain the excavated area until permanent pavement restoration of the excavated area is complete. The right-of-way user shall make the final repairs within seven days on thoroughfares that are classified as major and within 30 days on residential, local and alley streets after the right-of-way manager makes final inspection. Backfill failures shall remain the responsibility of the right-of-way user.

Sec. 13.09.059 Substandard repair of pavement of right-of-way

In case the pavement or the surface of the street, alley, or right-of-way in, over or near any excavation should become depressed, cracked or broken at any time or fails in any way at any time after the excavation has been made and during the two-year warranty, the right-of-way user shall comply with any applicable obligations of this article, including, without limitation, reimbursement to the city of the cost to restore the street and/or right-of-way.

Sec. 13.09.060 Failure to complete work within specified time

In the event any work governed by this article is not completed by the right-of-way user within the time required or in accordance with the specifications required herein or by the right-of-way manager, the right-of-way manager may cause such work to be performed as is necessary to secure the work area to a safe and passable condition. The right-of-way user shall reimburse the city for the costs of securing the site.

Sec. 13.09.061 Removal and reconstruction where work is defective

All construction work in the streets, right-of-ways, sidewalks and public places of the city is declared to be subject to the exclusive control of the city, and whenever, in the sole opinion of the right-of-way manager, any such work shall not have been duly completed within a reasonable time or shall have been executed in a defective manner, whether because of bad workmanship or materials or because not true to the lines or grades or specification therefor given to him by the right-of-way manager, then upon written demand or notice from the right-of-way manager, such right-of-way user or contractor shall promptly remedy, complete and/or remove and reconstruct such incomplete or defective work all as the right-of-way manager may require, and these

provisions shall also apply to all repair and maintenance work. If the contractor or right-of-way user shall fail or refuse to do so within a reasonable time to be specified by the right-of-way manager, then, if required by the right-of-way manager, such work shall be completed or corrected or removed and wholly or partially reconstructed by the city, in such a manner as in the opinion of the right-of-way manager may be necessary to make such work as good as originally required, and such work may be done by contract or otherwise, under the direction of the right-of-way manager, and the contractor or right-of-way user shall reimburse city for any and all cost incurred by the city performing the work described in this subsection.

Sec. 13.09.062 Cleanup of right-of-way

In every case, and at all times, the work of removing from the right-of-way all obstructions, surplus materials, debris and waste matter of every description caused by and/or accumulated from the excavation shall be the sole responsibility of the right-of-way user. The right-of-way user shall maintain the area on and around the excavation and related work in a clean, safe and orderly fashion at all times during conduct of the excavation and shall clean the same area upon completion of work. Streets shall be cleaned by use of a vacuum street sweeper. The right-of-way user shall clean the surrounding area, as outlined above, within one day upon completion and approval of all trench work and pavement restoration unless the right-of-way manager, sufficient reason therefore having been given to his satisfaction, grants a written extension of time.

Sec. 13.09.063 Reporting Completion of Work

When the work under permit hereunder is completed, the permittee shall notify the city in accordance with the requirements placed on the permit. The City will schedule a final walk-through with the contractor to develop a final punch list of items to be remedied.

Sec. 13.09.0064 Effect of article on persons engaged in construction

Any permit issued prior to the adoption of this article will remain subject to the terms and conditions of city ordinances and requirements in effect at the time of issuance of the permit and is not affected by this article, except that, upon expiration or conclusion of the permit, a new or renewal permit must be obtained in accordance with this article.

DIVISION 4. INDEMNIFICATION, INSURANCE, BONDING AND LIABILITY

Sec. 13.09.065 Liability of right-of-way user

To the extent allowed by law, the right-of-way user shall be liable to the city for any damage or loss occasioned by any act and/or omission occurring in connection with its excavation, and subject to state law, the right-of-way user shall fully indemnify, hold harmless and defend the

city, its councilmembers, officers, employees, agents, representatives and volunteers from and against any and all suits, actions, judgments, losses, costs, demands, claims, expenses (including attorney's fees), damages, and liabilities of every kind to which the city, its councilmembers, officers, employees, agents, representatives and volunteers may be subjected for injury of any type, death or property damage arising from or connected with any such act and/or omission. The city shall promptly notify a permittee, or right-of-way user, at the address set forth in the permit, or last known address, of any claim, suit or demand served upon the city and alleging negligent or wrongful conduct by the permittee or right-of-way user in connection with an excavation.

Sec. 13.09.066 Insurance

(a) It shall be unlawful for any person, unless exempt under this Chapter, to construct, reconstruct or repair any sidewalk, driveway, curb or curb and gutter in any street, alley, easement or right-of-way of the city without having first executed and delivered to the city a current policy of liability insurance in an amount determined by the city, and such insurance must be conditioned as follows: that the principal shall fully indemnify and hold the city harmless from any and all cost, expense or damage, whether real or asserted, on account of any injury done to any person or property in the prosecution of the work, or that may arise out of or be occasioned by the performance of such work. The city shall have no duty to perform under this article until such certificate has been delivered to the department.

(b) The city shall be entitled, upon request and without expense before issuing a permit, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the city, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy revisions are established by law or regulation binding upon any party to the policy or the underwriter of such policy). Upon such request by the city, the right-of-way user shall exercise reasonable effort to accomplish such changes in policy coverage, and shall pay the cost thereof.

(c) Right-of-way user shall notify the city in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than 30 days prior to the change, or ten days notice for cancellation due to nonpayment of premiums, which notice must be accompanied by a replacement certificate of insurance.

(d) Nothing herein contained shall be construed as limiting in any way the extent to which the right-of-way user may be held responsible for payments of damages to persons (including death) or property resulting from the right-of-way user's, or its subcontractors', performance of the work performed in the public right-of-way.

(e) The city owned utilities shall not be required to provide the insurance specified herein.

(f) With respect to the right-of-way user's obligation to comply with the requirements for commercial general (public) liability insurance coverage, the city right-of-way manager may, in his discretion, allow the right-of-way user to self-insure upon annual production of evidence that is satisfactory to show the user has sufficient assets and history of performance to justify the user to self-insure.

Sec. 13.09.067 Performance/assurance bond

Before a permit shall be issued, the right-of-way manager may, in his discretion, may require the applicant and/or the person or entity for which the applicant is performing, to execute and deliver to the city, to be kept on file with the city, a good and sufficient bond of performance or assurance, in the sum to be determined by the city and conditioned that the person making the application shall promptly adjust, pay and settle all legitimate claims for damages that may result by reason of carelessness or negligence in the manner of performing such work or by reason of any defects therein caused or arising from careless, negligent or imperfect construction thereof, and to hold the city, its councilmembers, officers, employees, volunteers, agents, and representatives, free and harmless from liability on all such claims for damages to the performance or assurance bond which shall cover the cost of repairs in or upon the street, sidewalk or other public place where the work is to be done that may become necessary by reason of such cut or excavation having been made. The bond shall be maintained until the work is accepted by the city.

Sec. 13.09.068 Liability of contractor and sureties for maintenance and repair work

Any defects of workmanship or material relating to work done by an excavator during the initial project or becoming known, or which should have been known, during the guarantee period (the two years) shall be known as maintenance or repair work, and both the excavator and the sureties and/or the contractor's bond shall be fully liable for any default of such contractor under this section. In the event of a failure in the restoration of an excavation, the right-of-way user shall, at its sole expense, have one opportunity to repair, in a timely manner, the section of the restoration that has failed, which repair shall be in accordance with the standards set forth in this article. In the event of any subsequent failure of that section of the restoration, the city retains the right and option to terminate the right-of-way user's guaranty, upon written notice to the right-of-way user. In such event, the right-of-way user shall reimburse the city for its direct costs associated with the repair of the failure of the restoration work.

Sec. 13.09.069 When additional security required

In the event the right-of-way manager reasonably believes the contractor's or right-of-way user's solvency is threatened, the right-of-way manager may, at any time, make written demand on a contractor and/or right-of-way user for bonds, and the contractor and/or right-of-way user shall immediately furnish such additional bond or bonds to the city.

Sec. 13.09.070 Decision of right-of-way manager binding on contractor, right-of-way user and sureties

If any question arises as to when any work was actually begun or other specific dates, the decision of the right-of-way manager shall be conclusive on the contractor, right-of-way user, and the sureties on all such bonds.

DIVISION 5. VARIANCES AND EXEMPTIONS

Sec. 13.09.071 Variance/exemptions

A permittee or right-of-way user may request a variance from any of the requirements of this article by filing a written request with the right-of-way manager stating the requirement and the basis for the variance. The right-of-way manager may reject incomplete variance requests. The applicant shall bear its own expenses of the application process.

(1) Any request for a variance from any right-of-way restoration requirement shall be made in writing, in advance of any contemplated work and shall be accompanied by digitally formatted detailed plans of the substituted reconstruction and/or repair of the excavated area, if applicable.

(2) Any request for an exemption and/or variance from any penalty and/or fee, other than as provided in this article, shall be made in writing, and shall be accompanied by a written detailed request stating the reasons therefore.

(3) Any request for an exemption and/or variance from any permit, or any other requirement of this article shall be made in writing, stating in detail all reasons for the requested exemption and/or variance.

(4) The department shall grant or deny an application for a variance and/or exemption within ten days of receipt of the application for variance and/or exemption.

(5) Denial of the variance may be appealed in accordance with Section 13.09.024.

DIVISION 6. CERTIFIED TELECOMMUNICATION PROVIDERS

Sec. 13.09.072 Certificated telecommunications providers authority required/nonexclusive use

A CTP must provide evidence that the CTP has acquired authorization from the PUCT pursuant to state law, prior to obtaining a permit to use public right-of-way. The CTP's right to use and occupy the public right-of-way shall not be exclusive, and the city shall have the right to exercise its police powers and manage its public right-of-way, based on the Act and all other state or federal laws.

Sec. 13.09.073 Transfer and notice

A CTP shall notify the right-of-way manager of any sale, transfer, merger or assignment of the ownership or control of a CTP's business within 30 days of such sale, transfer, merger or assignment. A CTP shall also maintain and provide current point-of-contact information with the right-of-way manager at all times during which the CTP uses the right-of-way.

Sec. 13.09.074 Exemption from fees

CTPs are exempted from the following fees provided for in this article:

(1) Permit application fee, including expedited application fee and permit expiration fee;

(2) Additional permit fee;

(3) Saturday inspection fee;

(4) Registration fee.

Sec. 13.09.075 Waiver bonds

Unless determined otherwise by the right-of-way manager a CTP will be exempt from the bonding requirements of this chapter, however, in the event that the right-of-way manager determines, based upon reasonable grounds, that a bond is necessary to protect the public assets, and/or the health and safety of the public, then the right-of-way manager may require that a CTP post a reasonable bond not to exceed $100,000.00. Factors to be considered in determining reasonable grounds may include, but are not limited to, a conviction for violation of this article, a general pattern of substandard adherence to the provisions of this article or the failure to comply with this article. If three years pass from the date that the right-of-way manager requires a bond of a CTP and it has not been necessary for the city to seek performance under the bond, then a bond will no longer be required pursuant to this section.

Sec. 13.09.076 CTP indemnity

A CTP shall indemnify the city as specified by V.T.C.A., Local Government Code sec. 283.057, as may be amended. A CTP shall be exempt from all indemnity requirements of this article that are inconsistent with V.T.C.A., Local Government Code sec. 283.057, as amended.

DIVISION 7. NETWORK PROVIDERS

Sec. 13.09.077 Network providers authority required/nonexclusive use

A network provider must provide evidence that the network provider has acquired all required authorization pursuant to state law, prior to obtaining a permit to use public right-of-way. The network provider's right to use and occupy the public right-of-way shall not be exclusive, and the city shall have the right to exercise its police powers and manage its public right-of-way, based on the Texas Local Gov't Code Chapter 284 and all other state or federal laws.

Sec. 13.09.078 Transfer and notice

A network provider shall notify the right-of-way manager of any sale, transfer, merger or assignment of the ownership or control of a network provider's business within 30 days of such sale, transfer, merger or assignment. A network provider shall also maintain and provide current point-of-contact information with the right-of-way manager at all times during which the network uses the right-of-way.

Sec. 13.09.079 Network Provider indemnity

A network provider shall indemnify the city as specified by Texas Local Government Code, as may be amended.

Sec.13.09.080 Adoption of Design Manual

The City hereby adopts the Wireless Services Design Manual pursuant to V.T.C.A. Local Government Code Chapter 284. A copy of the Manual is available in the City Secretary's office and online at https://www.celina-tx.gov.

Sec. 13.09.081 Compliance with Design Manual

A network provider shall comply with the city's Wireless Services Design Manual, as amended by the right-of-way manager.

DIVISION 8. MISCELLANEOUS

Sec. 13.09.0082 Penalty provision

Any person, firm, corporation or business entity violating this Chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of $500.00, unless the violation relates to fire safety or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of $2,000.00. Each continuing day's violation under this article shall constitute a separate offense. The penal provisions imposed under this Chapter shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it pursuant to local, state and federal law."

3.02 That the Celina Code of Ordinances Appendix A: Fee Schedule is hereby amended by adding a new Article A8.000 entitled Right of Way Fees, which shall read as follows:

"Article A8.000 RIGHT OF WAY FEES

Sec. A8.001 Right of Way Management Fees

STREETS, SIDEWALKS AND OTHER PUBLIC PLACES		
Right-of-way Management		
	Permit application fee	100.00
	Expedited application fee	250.00
	Saturday inspection fee; each Saturday	200.00
	Permit expiration fee; each permit for incomplete work on expiration date if not extended	30.00
	Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (minimum fee of 2 hours)	80.00
	Registration per right-of-way user per year	50.00
	Inspection fee	$1.00/LF or $150/day of anticipated construction time, whichever is greater
	Small cell application fee (This penalty shall not exceed and is capped by statutory limits)	$500.00 (1-5 network notes); $250.00 (each additional network node); $1,000.00 per pole
	Small cell user fees (this penalty shall not exceed and is capped by statutory limits)	$250.00 annually for each network node; $20.00 per year for city pole attachment

Public inconvenience penalty

Type of Facility	Unit of Cost	Penalty (Per day)			
		31-75 days	**79-90 days**	**90-100 days**	**>>100 days**
Sidewalk	Per sq. foot	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39.00	$78.00	$117.00	$156.00

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

"

3.03 All other articles, chapters, divisions, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive,

unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 7
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 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.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of August, 2017.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Wireless Services Design Manual

pursuant to Tex. Loc. Gov. Code, Chapter 284

Attachment: Design Manual for WirelessFacilities_08.02.17 (Rights of Way (Cell Towers))

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of Celina, Texas, ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as "Micro Network Nodes", "Network Nodes", and "Node Support Poles".

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301[i], the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

***Applicability*:** This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284.

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City's Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS.

The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.[ii]

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Attachment: Design Manual for WirelessFacilities_08.02.17 (Rights of Way (Cell Towers))

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Celina, Texas or its lawful successor.

City Manager shall mean City Manager or designee

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and ***collocation*** mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or ***Camouflaged*** means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency **or** ***disaster*** **or** ***emergency*** means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or ***DAS*** shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Mayor means the Mayor for the City.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower.

Network provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) network nodes; or

(ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as "Network Provider."

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of "Network Node."

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a "Street" does not. A "street" does not

include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles" as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. ***Municipal Parks and Residential Areas***. In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. ***Historic District and Design Districts***. In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

2.1. As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.

2.2. The City request that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.

2.3. Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.

2.4. Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. ***Historic Landmarks*.** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

4***. Compliance with Undergrounding Requirements*.** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding

requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least preferable locations.

1. **Residential Areas and Parks**. A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

2. **Historic Districts and Design Districts**. A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design Districts or in an area of the City zoned or otherwise designated as a Historic District unless such a Network Node or a new Node Support Pole is camouflaged.

C. Most preferable locations

1. ***Industrial areas*** if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. ***Highway Rights-of-Way*** areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. ***Retail and Commercial areas*** if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Designated Areas.

1. The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.

2. Currently designated *Historic Districts* are:

(a) Historic Downtown District (HD). Its boundaries are: _____.

4. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

5. While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas.

Currently designated *Underground Compliance Areas* are:

(a) Underground Compliance Area Number 1 is the area referred to as ____. Its boundaries are: _____.

(b) Underground Compliance Area Number 2 is the area referred to as ____. Its boundaries are: _____.

(c) or Underground Compliance Area Number 3 is the area referred to as ____. Its boundaries are: _____.

(d) Underground District Number 4 is the area referred to as _____. Its boundaries are: _____.

E. Exceptions

The City by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. *Existing telephone or electrical lines between existing utility poles*. Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. *Municipal Service Poles*:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. *Ground Equipment***.** Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;

2. obstruct the legal use of a public right-of-way by other utility providers;

3. violate nondiscriminatory applicable codes;

4. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual.

5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information:

1. *Size Limits*. Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.[iii]

2. *State and Federal Rights-of-way permit*. If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of non-interference with City Safety Communication Networks*.

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment*:

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

B. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

C. Network Node facilities placement*:*

1. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site*. There shall be no more than one Network Node on any one Pole.

D. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole*. In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

(1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or

(2) 55 feet above ground level.

E. Ground Equipment.

1. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager and Parks Director in writing.

F. Municipal Service Poles:

1. *In accordance with Agreement*: Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required industry standard pole load analysis*: Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of attachments*: All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Installations on Traffic Signals*: Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the

safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

i. Be encased in a separate conduit than the traffic light electronics;

ii. Have a separate electric power connection than the traffic signal structure; and

iii. Have a separate access point than the traffic signal structure; and

4. *Installations on Street signage*: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

i. Be encased in a separate conduit than any City signage electronics;

ii. Have a separate electric power connection than the signage structure;

iii. Have a separate access point than the signage structure; and

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, partculaly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

C. Allowed Colors.

Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

Colors in Historic Districts and Design Districts must be approved by the City Manager from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

A. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

B. Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

1. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

Attachment: Design Manual for WirelessFacilities_08.02.17 (Rights of Way (Cell Towers))

1. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Manager in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

2. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

1. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way.

2. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and feral law, including the common-law.

3. Network Provider shall, at the City Manager's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Manager reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street ort public rights-of-way to enhance the traveling publics use for travel and transportation.

3. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Manager within 90 days of Network Provider 's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

4. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

Attachment: Design Manual for WirelessFacilities_08.02.17 (Rights of Way (Cell Towers))

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

2. The City Manager shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

3. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Manager, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Manager. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. INSPECTIONS.

The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Manager deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Manager shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being Abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or Abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Manager and City Manager in writing of such removal or Abandonment and shall file with the City Manager and City Manager the location

and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Manager may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

SECTION 11. GENERAL PROVISIONS.

1. As Built Maps and Records. Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. Courtesy and Proper Performance. Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Manager or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. DRUG POLICY. Drug policy of Network provider's personnel, and contractors in the rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. **ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE**. The City has appropriated $0 to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.

5. **OWNERSHIP**. Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Manager prior to any work in the Right-of-Way.

6. Tree Maintenance. Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider, its contractors, and agents shall obtain written permission from the City Manager before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Manager, Network Provider shall trim under the supervision and direction of the Parks Director. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Manager.

Except as required by Laws or by the Utility Pole owner, Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. Graffiti Abatement. Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. Restoration.

Network Provider shall restore and repair of the rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third

party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Manager.

10. Network provider's responsibility.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

Should the Network Provider desire to deviate from any of the standards set forth in the Design Manual, the Network Provider may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption.

The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

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[i] Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

[ii] The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24

Attachment: Design Manual for WirelessFacilities_08.02.17 (Rights of Way (Cell Towers))

inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower.

(13) "Network provider" means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) network nodes; or

(ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network

nodes within a public right-of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

[iii] Sec. 284.002. DEFINITIONS (8) “Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

(A) must be located inside an enclosure of not more than six cubic feet in volume;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:

(A) must fit within an imaginary enclosure of not more than six cubic feet;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:

(A) be more than 28 cubic feet in volume; or

(B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;

(4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and

(5) pole-mounted enclosures may not be taller than five feet.

(b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):

(1) electric meters;

(2) concealment elements;

(3) telecommunications demarcation boxes;

(4) grounding equipment;

(5) power transfer switches;

(6) cut-off switches; and

(7) vertical cable runs for the connection of power and other services.

(c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.

(d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Gabe Johnson, Director of Engineering
CC:	Gabe Johnson, Director of Engineering
Date:	August 8, 2017
Re:	Gaffey Crane Contract - Lift Station

Action Requested:
Consider and act to authorize the mayor to execute a contract with Gaffey in the amount of $25,501.16 to provide installation of crane at SE Sector Lift Station. (Johnson)

Background Information:
The project consists of installing a crane at SE Sector FM 1461 Lift Station.

A total of 3 quotes were obtained. The highest quote was $40,863.50. The median quote $25,786 and the lowest was $25,501.16. The low quote, Gaffey, was selected.

Board Review/Citizen Input:
N/A

Alternatives:
Contract with a crane services company or purchase a crane truck.

Financial Considerations:

Legal Review:
The City Attorney will review the contract if the quote is approved by council.

Supporting Documents:
Proserv Quote
Gaffey Quote
CCE Quote

Staff Recommendation:
Approval

ProservCrane Group

P.O. Box 670965
Houston, TX 77267-0965

800.835.2223 | proservcrane.com

AGREEMENT

Contractor:	Proserv Crane Group
Owner:	City of Celina
Project:	SE Sector Interceptor – Phase 3 FM 1461 Lift Station
Trade:	Bridge Crane
Commitment No:	Proserv Crane Group Quote 15453-MH
Date:	May 17, 2017

Contents

Subcontract Agreement

Appendix A - Proserv Quote # 15453-MH Rev. 2
Appendix B - Contact List
Appendix C - Fee Schedule

Supplementary Documents

Certificate of Insurance
W-9
Warranty Letter
O&M Manual
Point Of Contacts

Houston
455 Aldine Bender
Houston, TX 77060
281.405.9048

Knoxville
4800 Beverly Road
Knoxville, TN 37918
800.835.2223

Irving
2020 E. Grauwyler
Irving, TX 75061
972.438.5100-

Phoenix
1050 N. Fairway Dr.
Bldg. F - #112
Avondale, AZ 85323
602.333.6868

Salt Lake City
1953 South 4130, West Unit H
Salt Lake City, UT 84104
801.936.0288

San Antonio
14309 Toepperwein Road
Suite #205
San Antonio, TX 78223

Attachment: Proserve - Crane Quote City Of Celina Overhead Bridge Crane 05 17 2017 (Crane Contract for SE Sector - Phase 3 FM 1461 Lift

ABRIDGED SUBCONTRACT AGREEMENT

This agreement made this 17th day of May, 2017 by and between CITY OF CELINA, 142 N. Ohio Street, Celina, Texas 75009, herein called OWNER and Proserv Crane Group, 2020 E Grauwyler Rd, Irving Texas 75061, herein called CONTRACTOR, witnesseth:

Now, therefore, it is agreed by and between CONTRACTOR and OWNER as follows:

DESCRIPTION OF WORK

The CONTRACTOR shall perform the following described contract work, in accordance with all terms of the quote provided by the CONTRACTOR; all drawings, specifications and all addenda issued prior to the execution and all modifications issued subsequent to the execution of this agreement between the OWNER and CONTRACTOR related to the BRIDGE CRANE

CONTRACTOR agrees to perform the Work Described in the quote in a careful and workmanlike manner, in accordance with the best construction practice and to furnish materials, supervision, labor, tools, equipment, facilities, engineering, insurances, permits and all goods and services to perform the work.

All parties agreed to no substitutions unless original scope of work would create a hazard to the OWNER.

SUBCONTRACT SUM

The OWNER agrees to pay the CONTRACTOR for the performance of the work the sum of Twenty Five Thousand Seven Hundred Eighty Six Dollars and Zero Cents ($25,786.00) subject to additions and deductions in the sum for change orders.

OTHER ACTIONABLE ITEMS

The OWNER is exempt from State and Local Sales Taxes. No Bonding or Certified Payrolls are required. Payment Terms are incorporated into the quote. Certificate of Insurance and W-9 are required. The Time Performance of Engineering, Delivery, Installation and actionable requirements are incorporated into the Quote.

CONTRACTOR:
Proserv Crane Group
BY: DATE:

Mark Dornak, CFO

OWNER:
City Of Celina
BY: DATE:

ProservCrane Group

P.O. Box 670965
Houston, TX 77267-0965

800.835.2223 | proservcrane.com

Contractor:	Proserv Crane Group
Owner:	City of Celina
Project:	SE Sector Interceptor – Phase 3 FM 1461 Lift Station
Trade:	Bridge Crane
Commitment No:	Proserv Crane Group Quote 15453-MH
Date:	May 17, 2017

POINTS OF CONTACT:

Proserv Crane Group
Greg Salinas, gregs@proservcrane.com Irving General Manager
Phone: 972 505 7522

Mike Harms, mikeh@proservcrane.com Sales
Phone: 972 505 7533

Christy Pelezo, christyp@proservcrane.com Billing Supervisor
Phone: 281 405 9048

Mark Dornak, markd@proservcrane.com CFO
Phone: 281 405 9048

City Of Celina
Gabe Johnson, gjohnson@celina-tx.gov Director Of Engineering
Phone: 972 382 2682

Houston
455 Aldine Bender
Houston, TX 77060
281.405.9048

Knoxville
4800 Beverly Road
Knoxville, TN 37918
800.835.2223

Irving
2020 E. Grauwyler
Irving, TX 75061
972.438.5100-

Phoenix
1050 N. Fairway Dr.
Bldg. F - #112
Avondale, AZ 85323
602.333.6868

Salt Lake City
1953 South 4130, West Unit H
Salt Lake City, UT 84104
801.936.0288

San Antonio
14309 Toepperwein Road
Suite #205
San Antonio, TX 78223

ProservCrane Group

15 May 2017 Quote number: 15453-MH Rev.2

City of Celina

Attn: Gabe Johnson

Subject: Quote for 3 ton monorail

Per your request, we are pleased to offer the following for your review and consideration.

Item 1: Qty 1 (one) 3 ton monorail with electric chain hoist

Capacity	*3 Ton*
Monorail length	*60' 0"*
Hoist make and model	*R&M LK 16C*
Available lift	*20' 0"*
Hoist speed	*16/3 fpm, 2-speed*
Trolley speed	*65/16 fpm, VFD control*
Voltage	*460V/3ph/60Hz*
Control	*Push button from hoist*
Duty Class	*CMAA Class C*

Hoist has weather resistant cover for protection from the elements

Item 1 Price (tax and freight not included)..... $ 16,912.00

Item 2: Installation

Provide labor and equipment to install above monorail in Celina, TX

Item 2 Price (tax and freight not included)..... $ 6,033.00

Item 3: Start up and load test

Provide labor and test weights to start up and load test above monorail

Item 3 Price (tax not included)..... $ 2,841.00

Item 4: Freight

Estimated freight to Celina, TX

Item 4 Price (tax not included)..... $ 1,250.00

2020 E. Grauwyler Rd.
Irving, TX 75061
972-438-3428

455 Aldine Bender
Houston, TX 77060
281-405-9048

We can deliver the above equipment within 6 to 8 weeks after return of approved clearance drawings. The delivery is based on current conditions and is subject to change pending receipt of other orders.
All equipment is to be fully assembled, subject to no-load running test and dismantled only as required to facilitate shipment.
All wiring is to be installed in a workman-like manner in accordance with N.E.C. requirements.
The above equipment includes all safety features required by (our interpretation of) OSHA standards in effect as of the date of the quotation.

Proposals offering installation includes labor, related travel and equipment expense for crane(s) and equipment referenced above. This installation price is based on the following conditions:

- Customer must provide free and clear access to the jobsite utilizing non-union labor on straight time basis.
- Installation to be completed during normal work hours and days, unless otherwise agreed to between seller and purchaser.
- Customer is responsible for having permanent power available to the crane at time of installation, otherwise additional cost may be incurred.
- Electrical connection is to a junction box (provided by the purchaser) adjacent to and at the same elevation as the runway rail or beam.
- Operational testing at the time of installation is based on the availability of power to the crane immediately upon completion of installation. Otherwise, a chargeable second trip by a service technician may be required.

Proposals offering load test of the crane systems:
The adequacy of the purchaser's building or support structure for the referenced equipment is solely the responsibility of the purchaser. This includes roof, column and wall structures as well as foundations or floors.

TERMS: 20% with order, 70% prior to shipment, 10% net 30 days
This proposal is valid for 15 days.

Thank you for your interest in PROSERVCRANE GROUP, Please feel free to call if you have any questions or require further information. We look forward to hearing from you.
Sincerely,

Mike Harms
Crane Sales
972-505-7533

Scope of work

- ProservCrane will provide column loads and baseplate template for the design of the footers. Footers to be designed and built by others and include anchor bolts.
- ProservCrane will fabricate and install the monorail system with the hoist.
- Others will provide and install the electrical supply with disconnect to one end of the monorail.
- ProservCrane will connect power to the monorail electrification, startup and load test the system.

196936

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2017

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

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

PRODUCER
Commercial Lines - (713) 507-4700
Wells Fargo Insurance Services USA, Inc.
24 Greenway Plaza, Suite 1100
Houston, TX 77046-2401

CONTACT NAME: Yvonne McClintock-Green
PHONE (A/C, No, Ext): 95713-507-4768 FAX (A/C, No): 866-588-7980
E-MAIL ADDRESS: yvonne.mcclintock@wellsfargo.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Phoenix Insurance Company	25623
INSURER B :	Charter Oak Fire Insurance Co.	25615
INSURER C :	Travelers Indemnity Co. of Connecticut	25682
INSURER D :	Texas Mutual Insurance Company	22945
INSURER E :		
INSURER F :		

INSURED
Proserv Crane & Equipment, Inc.
455 Aldine Bender
Houston, TX 77060

COVERAGES **CERTIFICATE NUMBER:** 11694911 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	Y-630-9A160591	6/1/2016	6/1/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Deductible	$ Nil
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	Y-810-8144C086	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP-8144C050	6/1/2016	6/1/2017	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TSF0001224471	6/1/2016	6/1/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Re: -

Certificate holder is named as Additional Insured as it relates to General Liability and Automobile and a Waiver of Subrogation is granted as it relates to General Liability, Automobile and Workers Compensation in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds. The above coverage is primary and non-contributory where required by written contract.

Certificate holder is provided 30 days notice of cancellation in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeanne Brooks

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ACORD 25 (2016/03)

(This certificate replaces certificate# 11694832 issued on 4/13/2017)

Attachment: Proserve - Crane Quote City Of Celina Overhead Bridge Crane 05 17 2017 (Crane Contract for SE Sector - Phase 3 FM 1461 Lift

TexasMutual® Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured Copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on **06/01/2016 at 12:01 a.m.** standard time, forms a part of:

Policy No. 0001224471 of Texas Mutual Insurance Company effective on 06/01/2016

Issued to: PROSERV CRANE & EQUIPMENT INC

DBA: ANCHOR CRANE GROUP

Premium: $24,924.00

NCCI Carrier Code: 29939

Authorized Representative

05/31/2016

PO Box 12058, Austin, TX 78711-2058
(800) 859-5995 | Fax (800) 359-0650 | texasmutual.com

Attachment: Proserve - Crane Quote City Of Celina Overhead Bridge Crane 05 17 2017 (Crane Contract for SE Sector - Phase 3 FM 1461 Lift

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PROSERV CRANE & EQUIPMENT, INC.

2 Business name/disregarded entity name, if different from above
PROSERV CRANE GROUP

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
455 Aldine Bender

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, Texas 77060

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
7 6 – 0 2 3 6 5 1 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 1/6/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment: Proserve - Crane Quote City Of Celina Overhead Bridge Crane 05 17 2017 (Crane Contract for SE Sector - Phase 3 FM 1461 Lift

WARRANTY

PROSERV CRANE & EQUIPMENT INC. DBA, PROSERVANCHOR CRANE GROUP equipment is warranted against defects in material and workmanship, if properly installed and maintained, for a period of one (1) year from date of shipment. The company's obligation under this warranty, and any other warranty, expressed or implied is limited to repaired or replacement parts which prove defective within said period, F.O.B. the company plant, Houston, Irving or San Antonio. Travel expenses or labor for repair are the customer's obligation unless specifically covered by component manufacturers warranty. This warranty will not apply to parts which must be replaced because of normal wear, misuse, abuse, failure to follow operation instructions, fire, flood, lightning, or other acts of God, or repairs necessitated by service performed by others without the approval of ***ProservAnchor.***

Any equipment and accessories purchased by ***ProservAnchor*** from third parties and incorporated into a ***ProservAnchor*** product during fabrication shall be warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, and shall not bear an independent or additional warranty by ***ProservAnchor.***

ProservAnchor will not be held liable or responsible for damages including loss of product or production due to downtime for repairs or modification.

SECURITY INTEREST

PROSERV CRANE & EQUIPMENT INC. DBA, PROSERVANCHOR CRANE GROUP, reserves a security interest in all items specified herein (the same being hereby further granted and confirmed by the Buyer) to secure performance and payment of all obligations and indebtedness, and ***ProservAnchor*** shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Texas including the right to enter upon any premises where any such items or equipment are located, take possession of the same, and the right to sell, lease or otherwise dispose of said items at either public or private sale, and Buyer agrees that (10) days notice shall be a reasonable notification of any such sale. The Buyer shall pay ***ProservAnchor*** the amount by which the price established in the proposal exceeds the amount received from the public or private sale, together with all incidental damages occasioned by the default of Buyer.

ACE | Gaffey
A division of Ace Industries

800.233.8179
www.gaffey.com

June 28, 2017

Pacheco Koch
Curtis Caldwell

Re: QRO-0504
Celina Lift Station

Dear Curtis,
Thank you for the opportunity to quote the following monorail system. We have reviewed your request for proposal and respectfully submit this bid package for your review.

Ace was founded in 1932 and specializes in custom overhead bridge crane applications, as well as aftermarket service and inspections for cranes. Our experience with overhead material handling makes Ace uniquely qualified to perform the requirements of this project. This experience manifests itself by ensuring that the crane portion of this project is done correctly, efficiently and within budget.

Again, we appreciate the opportunity to provide this proposal package for your review. Please do not hesitate to contact me with any questions.

Sincerely,

Richard O'Toole

Richard O'Toole
Engineered Product Sales
richard.otoole@gaffey.com
Direct: 832-234-5312
Mobile: 832-318-3934

Attachment: Gaffey - Crane QuoteQRO-0504 (Crane Contract for SE Sector - Phase 3 FM 1461 Lift Station)

CMAA CRANE MANUFACTURERS ASSOCIATION OF AMERICA, INC.
certified cranecare
MATERIAL HANDLING INDUSTRY OF AMERICA

Item 1:	Monorail Description	
Structure	Capacity	3-Tons (6000 lbs.)
	Type	Free Standing
	Length	60 Ft.
	Number of Bays	1
	Support Spacing	60 FT.
Foundation	Footers Required	Yes
	Footers Included	No
	Footer Size (Approx.)	8" Slab
	Anchor Bolts	8
	Grout Under Columns	Included
Columns	Type	Moment columns
	Number of Columns	2
	Length	12' +/-
	Base Plate	Solid Base Plates Included
	Cap Plate	Included
Monorai Beams	Type	AISC Sections
	Number of Beams	1
	Length	60 FT.
End Stops	Type	Angle Type
	Number of Stops	2
Coating:	Paint Type	Yellow Safety Enamel
	Paint Thickness	3-4 Mils
Electrification	Conductor Bar	110 Amp 4 Bar System
	Length of Bar	60'
Hoist:	Hoist Capacity	3 Ton (6000 lbs)
	Hoist Type	Harrington Electric Chain
	Hoist Model	NERM030L-L
	Available Lift	40'-0"
	Hoist Brake	Pull-Rotor Motor Brake
	Load Brake	n/a
	Wire Rope	n/a
	Motor HP	4.7 HP
	Speed of Hoist	16 FPM
	Hoist Controls	Magnetic Contactor, Single Speed
Trolley:	Trolley Wheels	4.92" Dia.
	Motor HP	.5 HP
	Trolley Speed	80 FPM
	Trolley Controls	Magnetic Contactor, Single Speed
Controls:	Crane Voltage	460/3/60

Attachment: Gaffey - Crane QuoteQRO-0504 (Crane Contract for SE Sector - Phase 3 FM 1461 Lift Station)

Control Voltage	110/1/60
Trolley/Hoist Enclosure	IP55
Pushbutton Station	Included
Collectors	Included

Item 2: Epoxy Adder for Monorail

Item 3: Installation

- Ace-Gaffey will install the following equipment: **(1) 3 Ton monorail system**
- Customer must provide electrical to junction box within 3' of end of monorail beam.
- Ace-Gaffey requires free and clear access for offloading and installation of the material quoted. Ace will perform all work during normal working hours Monday thru Friday. Gas powered welders and cutting torches will be used. All work is to be performed in one single uninterrupted mobilization. If installation is delayed, Ace Industries will negotiate a charge at an hourly rate plus mileage and equipment.
- Installation is estimated using the following**:**
  ******Area must have free and clear access for duration of install******
  - Pre-Installation Survey: (1) Included to verify site conditions
  - Estimated Duration: 2 Days Onsite for Mechanical Installation
  - Installation Crew: 2 Persons
  - Working Hours: 12 Hour Work Day Standard
  - Travel & Expenses: Included
  - Equipment Needed: (1) Skytrac (2 days duration)
    (2) Man lifts

Item 4: Freight to Jobsite

Item 5: Load Test

Ace-Gaffey will start-up the above equipment. Ace will provide a full load operational test of the equipment to assure that it functions properly and does not contact any obstructions.

Attachment: Gaffey - Crane QuoteQRO-0504 (Crane Contract for SE Sector - Phase 3 FM 1461 Lift Station)

Investment Summary

Item	Description	Tax & Freight		Total
1	3 ton monorail at 60' long	Not Included	$	17,163.87
2	Epoxy paint adder for monorail	Not Included	$	535.71
3	Installation	Not Included	$	4,879.35
4	Freight to Jobsite	Not Included	$	1,722.22
5	Start-up and Load Test	Not Included	$	1,200.00
Total			**$**	**25,501.16**

Quote Validity

- All quotes are valid for 30(thirty) days. Orders placed after the30 day window may be subject to pricing increases

Terms & Conditions:

Delivery: Approval Drawings: 5-10 business days upon receipt of written purchase order
Equipment Delivery: 12-16 weeks from receipt of final signed approval drawings
Tax: Not Included
Freight: Not Included
Payment: **30% Due after receipt of approval**

60% Payment due 30 days prior to shipment, the invoice will be sent after receipt of signed approval drawings

10% remaining balance due Net 30 after delivery

All orders subject to Ace Industries Standard Terms and Conditions

Attachment: Gaffey - Crane QuoteQRO-0504 (Crane Contract for SE Sector - Phase 3 FM 1461 Lift Station)

Standard Terms and Conditions:

- Warranty: One (1) year Ace Industries STANDARD WARRANTY.
- All pipes, lights, structures, etc. that obstruct the crane and/or runway path shall be removed by customer prior to installation.
- Ace-Gaffey will work to complete this job during normal business hours, unless otherwise specified in this quote. Installation is based on work performed during regular straight time hours, 8AM to 4PM, Monday through Friday. Work delayed by inability to freely access site or request for non-standard work hours shall result in additional charges.
- If electrical service is not available when installation is completed and a return trip is required to start-up and test the crane, the trip will be invoiced at standard service rates plus mileage and per diem if required.
- Customer shall maintain a safe work area around work site during installation of cranes and runways.
- Customer to supply main line power with junction box and a fused and lockable floor mounted disconnect to each runway system within 3' of the location of the conductor bar.
- Field Check: If requested, Ace-Gaffey will perform a field check of any existing columns and runway systems to verify clearances at an additional charge.
- Drawings: Ace-Gaffey shall provide clearance approval drawings for cranes, runways and other equipment. Fabrication will not commence until signed copies of all approval drawings are received.
- Customer shall be held responsible for existing building footers, foundation loads, and pre-existing runway systems.
- Customers supplying lifts and/or mobile equipment shall be held liable for the appropriate capacities and safety of all supplied equipment.
- A down payment is required with a purchase order. Approval drawings will be sent within 10 working days of receipt of purchase order. Upon receipt of down payment and signed approval drawing(s), Ace will schedule all manufacturing required. Manufacturing will not commence without receipt of down payment.
- Cancellations or Returns: All products included on this quote are considered custom and are not returnable. Any orders cancelled prior to order completion will be subject to a cancellation charge including all costs incurred up to the point of cancellation.
- All orders become effective upon acceptance at the corporate headquarters of Ace Industries. All quoted prices expire thirty (30) days from the quote date. No quotation is effective unless signed by an authorized representative of Ace Industries, Inc. No modifications or additional conditions, whether written or oral, will be binding on Ace Industries, Inc. unless agreed to in writing and signed by an authorized representative of Ace Industries, Inc.
- All of the information contained in this proposal is confidential and has been prepared for your exclusive use in considering the purchase of the equipment described herein. Transmission of any part of this information or use for other reasons than those described above is prohibited without written consent from Ace Industries, Inc.

CCE INC.

CCE, Inc. Cranes & Hoists

10741 TUBE DRIVE
HURST, TEXAS 76053
(817) 685-0710
(817) 685-0151 fax
Quote# 9859TC

June 16, 2017
Mr. Curtis Caldwell
PKCE

Subject: Budgetary quote for a 3Ton, Monorail, 60' span, with 2 support columns.

Scope:

- Supply and install a 3 Ton monorail system in Celina, TX.
  - 3 Ton, Class C, R&M wire rope hoist and trolley, Outdoor duty, 40' lift.
  - 2 Motion 2 speed handheld remote.
  - Monorail beam and support leg design and materials.
  - Fabrication.
  - Paint
    - One coat primer and one coat safety yellow.
  - Flat cable festoon power to hoist/trolley.
    - Customer to provide 480V, 3ø disconnect and conductors for CCE to connect flat cable.
  - Installation.
    - CCE to supply loading calculation and customer will be responsible for design and installation of column footings.

Estimated total labor, materials and equipment: $40,863.50

Unless otherwise specified, any quoted labor charges are based on work done during our regular business hours with free and clear access to the work area. An additional charge will apply if customer requires work to be done after 5 p.m. or on weekends. Outdoor work may be subject to inclement weather and therefore may cause delays. All applicable freight charges and sales taxes will be charged at time of invoice. Terms are 20% down with order, 30% prior to shipping, balance Net 30 days. Bid is valid for 60 days.

Respectfully submitted,
James T. Caplinger
James T. Caplinger

Attachment: CCE - Crane Quote 3 Ton Monorail Q# 9859TC (Crane Contract for SE Sector - Phase 3 FM 1461 Lift Station)

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Gabe Johnson, Director of Engineering
CC:	Gabe Johnson, Director of Engineering
Date:	August 8, 2017
Re:	Buffalo Ridge Memorandum of Understanding

Action Requested:
Consider and act to authorize the city manager to execute a memorandum of understanding (MOU) with the Buffalo Ridge Development. (Johnson)

Background Information:
City staff and legal council are working with the Buffalo Ridge Development to serve Phase #1 of the project (63 connections); and that the City is presently designing and preparing to construct an expansion for additional capacity of Downtown Wastewater Treatment plant, anticipated to be completed by the second quarter of 2019. This MOU provides the Buffalo Ridge Development and their investors of how the area will be served and includes an alternate option for wastewater services at their cost if the completion of the wastewater line to their development has been delayed.

Board Review/Citizen Input:
N/A

Alternatives:
Alternative to include specific language in the development agreement. However, the timing of this MOU will help the developer secure financing to begin the project.

Financial Considerations:
N/A

Legal Review:
Julie Fort is drafting the MOU and will final authorization before the MOU is executed.

Supporting Documents:
MOU

Staff Recommendation:
Approve

MEMORANDUM OF UNDERSTANDING
FOR THE BUFFALO RIDGE DEVELOPMENT

THIS MEMORANDUM OF UNDERSTANDING FOR THE BUFFALO RIDGE DEVELOPMENT (the "**MOU**") is made and entered into to be effective as of the ___ day of July, 2017 (the "**Effective Date**") by and between Pointe Buffalo Ridge, LLC~~Pointe Land & Development~~, a Texas limited liability corporation ("**Owner**"), and the CITY OF CELINA, a municipal corporation situated in Collin County, Texas (the "**City**"; the Owner and City are sometimes referred to as the "**Party(ies)").**

RECITALS:

WHEREAS, Owner owns approximately 65.904 acres in the City limits (the "**Property**") as more particularly described on **Exhibit A** attached hereto and incorporated by reference; and

WHEREAS, both the City and Owner desire the Property to be developed into a residential planned community to be called Buffalo Ridge (the "**Project**") as generally depicted on **Exhibit B** attached hereto and incorporated herein by reference; and

WHEREAS, the Parties have determined that they have the authority to enter into this MOU, including, but not limited to, the authority granted by Section 43.056(e), Texas Local Government Code, as amended; and

WHEREAS, the Parties acknowledge that the City's Downtown Wastewater Treatment Plant has current capacity to serve Phase #1 of the Project, as described herein, and that the City is presently designing and preparing to construct an expansion for additional capacity, anticipated to be completed by the second quarter of 2019; and

WHEREAS, the Parties acknowledge that the Water System and the Wastewater System (as each are defined below) have been made available to the Property in accordance with the Service Plans adopted by Ordinance No. 2015-32 and Ordinance No. 2015-60.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner agree as follows:

ARTICLE I
PURPOSE, TERM, CONSIDERATION, AND JURISDICTIONAL STATUS

Section 1.01 Purpose. The purpose of this MOU is to set forth the understanding of the Owner and City relating to (a) the location of, and Owner's ability to connect to, the City's off-site "Water System" (herein so called) and offsite "Wastewater System" (herein so called), and to make such Water System and Wastewater System fully operational and functional for the Project and all inhabitants and residents of the Project, and (b) acknowledging the provisions of the utility will serve letter attached hereto as **Exhibit C**.

Attachment: Buffalo Ridge MOU Sewer Service and Capacity v5 (MOU with the Buffalo Ridge Development for Wastewater Service)

Section 1.02 **Consideration.** The covenants of, benefits to, and performances by the Parties set forth in this MOU, plus the mutual promises expressed herein, are good and valuable consideration for this MOU, the sufficiency of which is hereby acknowledged by the Parties.

Section 1.03 **Term.** The term (as extended, the "**Term**") of this MOU (i) shall initially be three (3) years from and after the approval date ~~that Owner acquires the Property~~of this MOU, (ii) shall be automatically extended for an additional one (1) year period unless the Parties mutually agree in writing not to extend the MOU.

ARTICLE II
DEVELOPMENT OF THE PROPERTY

Section 2.01 **Water System and Service.** (a) With respect to the Water System and water service for the Property, the City reasonably expects to have sufficient water supplies to provide to the Property continuous and adequate water service sufficient to meet the service demands of the Project and the Property.

Section 2.02 **Wastewater System and Service.** With respect to the Wastewater System and service for the Property, the following provisions shall apply:

(i) The City is presently providing Wastewater System capacity for up to sixty-three (63) connections for single-family residential lots within the Project.

(ii) The City intends to construct or caused to be constructed additional Wastewater System capacity, which consists of expansion of the current Downtown Wastewater Treatment Plant from 0.50 mgd to approximately 0.75 mgd (collectively, the "**Offsite Wastewater System Expansion**") which is or will be designed to accept, at a minimum, all wastewater/sanitary sewer discharged from the Property at full development based on current anticipated single-family residential use, consisting of approximately 225~~2~~ lots at full development, of the Property (the "**Maximum Property Discharge**") of the Project. Upon completion of the Offsite Wastewater System Expansion, the City agrees to maintain sufficient capacity in the Offsite Wastewater System Expansion to accept the Maximum Property Discharge from the Property. The approximate location of the Offsite Wastewater System Expansion is generally depicted on **Exhibit B** attached hereto and incorporated herein by reference.

(iii) The Owner is responsible, at Owner's sole cost and expanse, for lines and infrastructure improvements needed to connect Owner's Project to the Downtown Wastewater Treatment Plant.

(iv) If the Offsite Wastewater System Expansion has not been completed by the City on or before ~~Marchb~~June 30, 2019~~June 30, 2019~~, the City will allow Owner to pump and truck haul to a City ~~Treatment Facility~~manhole located in the UTRWD service area up to 300 gallons per day per connection of wastewater/sanitary sewer discharge from the Project for each connection in excess of sixty-three (63) connections, at the Owner's sole cost and expense, until the Offsite Wastewater System Expansion is complete.~~, at a cost of $ per gallon.~~.

ARTICLE III
MISCELLANEOUS

Section 3.01 Recitals. The Recitals contained in this MOU (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this MOU, (c) reflect the final intent of the Parties with regard to the subject matter of this MOU, and (d) constitute a legislative finding by the City Council and City. In the event it becomes necessary to interpret any provision of this MOU, 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 MOU and, but for the intent of the Parties reflected by the Recitals, would not have entered into this MOU.

Section 3.02 Notices. All notices required or contemplated by this MOU (or otherwise given in connection with this MOU) (a "**Notice**") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3rd) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (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) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this **Section 3.02** shall be addressed as follows:

To the City:
City of Celina
142 North Ohio Street
Celina, Texas 75009
Attention: Interim City Manager
Telephone: (972) 283-2682
Facsimile: (972) 382-3736
Email: ~~mforeman@celina-tx.gov~~lvanzant@celina-tx.gov

With a copy to:
Julie Fort
Messer Rockefeller Fort
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414
Email: Julie@txmunicipallaw.com

To the Owner: Neal Heckel
Pointe Buffalo Ridge, LLC~~Land & Development~~
6860 Dallas Parkway #200
Plano, Texas 75024
Telephone: 972-905-2146
Facsimile: 972-265-7995
Email: nheckel@pointeld.com

With a copy to:
Neal Heckel
Pointe Land & Development, LLC
6860 Dallas Parkway #200
Plano, Texas 75024
Telephone: 972-905-2146
Facsimile: 972-265-7995
Email: nheckel@pointeld.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Parties. If any date or any period provided in this MOU ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 3.03 Cooperate. As used in this MOU, the term "cooperate" means that the City will take, to the extent necessary, reasonable action(s) in a timely manner consistent with (a) all applicable rules and regulations to accomplish the objectives and intent of this MOU, (b) accepted sound engineering practices in the area of public works, and (c) good government practices as demonstrated by responsible municipalities in north central Texas.

Section 3.04 Limitations of Agreement. The Parties hereto acknowledge that this Agreement is limited to the matters specifically required herein. City ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, thoroughfare, water and sewer impact fees, park fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to City under any other ordinance, whether now existing or in the future arising.

Section 3.05 Exhibits. The following Exhibits are attached to and incorporated into this MOU and are part of this MOU:

Exhibit A Legal Description and Depiction of the Property
Exhibit B Location of Offsite Wastewater System Expansion

Exhibit C Utility Will Serve Letter

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED by the parties as of the Effective Date first above written.

OWNER:

~~Pointe~~ Pointe Buffalo Ridge~~Land & Development~~, LLC a Texas limited liability corporation

By: _____

CITY:

CITY OF CELINA, TEXAS

By: _____
_____, Interim City Manager

ATTEST:

_____
Vicki Faulkner, City Secretary

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

BEING a tract of land situated in the L.M. BOYD SURVEY, ABSTRACT NO. 48, Collin County, Texas and being a portion of that tract of land conveyed to Bellaire Partners, LLC, according to the document filed of record in Document Number 20160222000196050, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the center line of County Road 97 and center line of County Road 1 DD, for the southeast corner of this tract;

THENCE South ea· 37' 35' West, with the south line of this tract, a distance of 1,587.40 feet to a point for the southwest corner of this tract, being common with the southeast corner of that tract of land conveyed to CR 100 Thirty-Three Partners, LP, according to the document filed of record in Document Number 2015D22400D19572D, Deed Records, Collin County, Texas;

THENCE North OD" 48' 03" West, with the west line of this tract, a distance of 1,627.28 feet to a point for corner in the east line of a tract of land conveyed to Alla 33 Partners, LLC, according to the document filed of record in document filed of record in Document Number 20150224000195730, Deed Records, Collin County, Texas;

THENCE North 72" 04' 1 O" East, leaving said common line, over and across this tract, a distance of 890.94 feet to a point for corner;

THENCE North 89' 39' 26" East, continuing across this tract, a distance of 733.46 feet to a point for corner In the east line of this tract;

THENCE South oo· 52' 35" East, with said east line, a distance of 1,867.96 feet to the POINT OF BEGINNING and containing 65.904 acres of land, more or less.

EXHIBIT B

LOCATION OF THE OFFSITE WASTEWATER SYSTEM EXPANSION

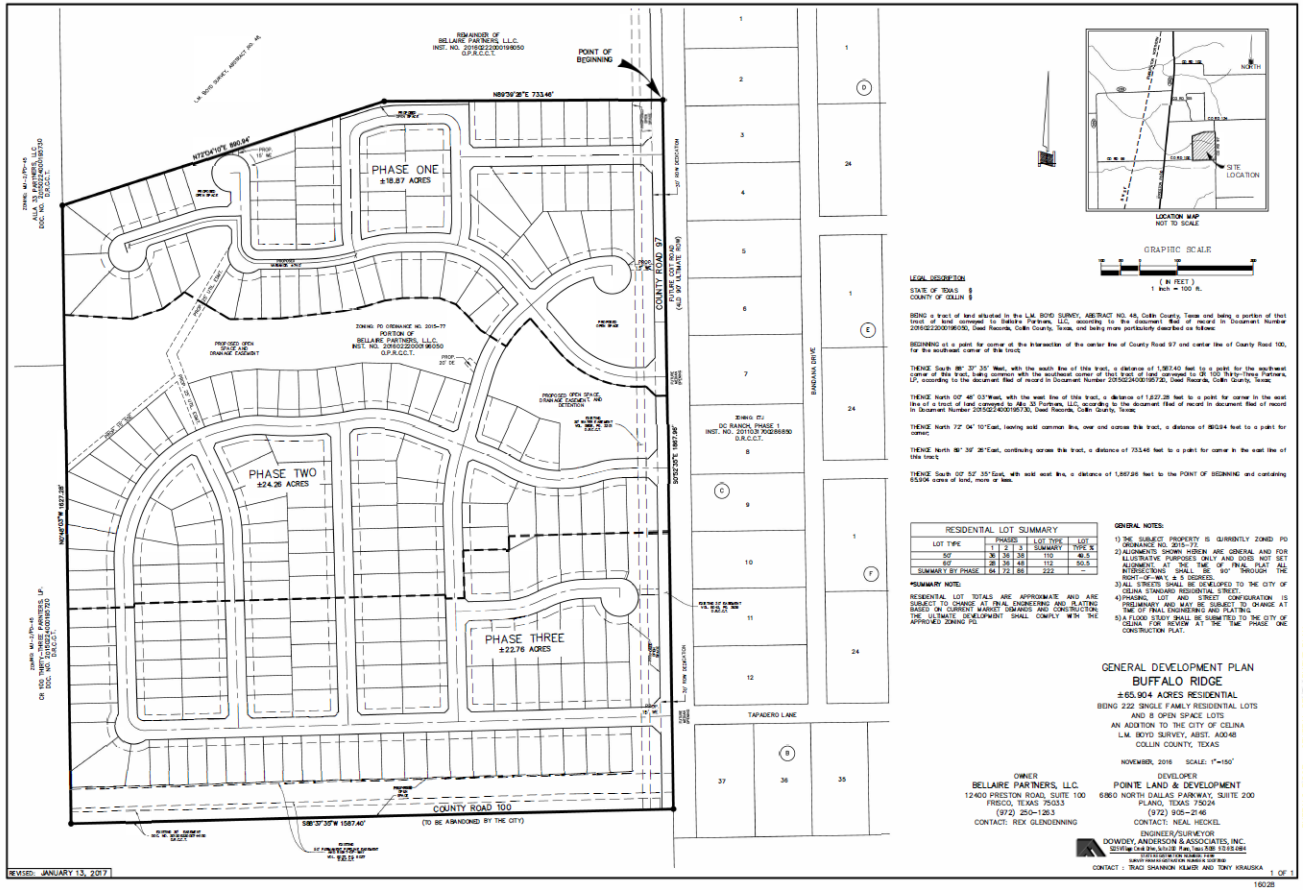


EXHIBIT C

UTILITY WILL SERVE LETTER

Office of the City Manager
City of Celina, Texas

March 28, 2016

Via CMRRR# 7015 1520 0000 4050 5034
and via First Class Mail
Littell 93
Attn: Shea Kirkman
4821 Merlot Ave
Suite 200
Grapevine, TX 76051

RE: City of Celina Water and Wastewater Service to the Tract Referred to as Littell 93 ("Property") – Abs A0048 L M Boyd Survey, Tract 2-9, 90.2848 Acres; Abs A0048 L M Boyd Survey, Tract 2, 2.0 Acres; Abs A0048 L M Boyd Survey, Tract 2-1, 1.0 Acres

Dear Mr. Kirkman,

The Property is located within the city limits of Celina and is more particularly shown in Exhibit A hereto. Further, the Property is not located in the City of Celina's water Certificate of Convenience and Necessity (CCN), as shown in Exhibit B. The Property is not located in the City of Celina's wastewater Certificate of Convenience and Necessity (CCN), as shown in Exhibit C. It will be the responsibility of the developer to extend the necessary offsite water lines to serve the tract and to obtain the water CCN's from Marilee SUD.

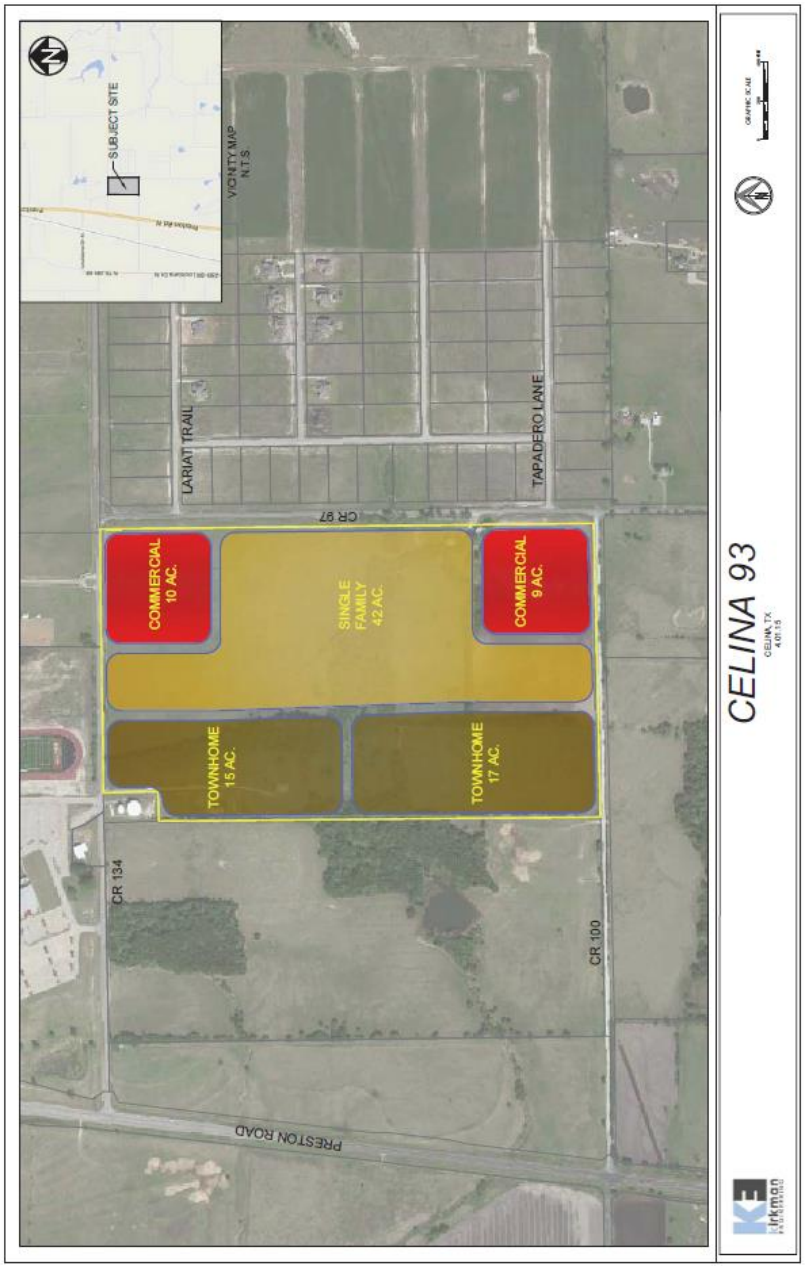
Please consider this letter formal notification that the City of Celina intends to provide water to the tract in the future as part of CCN acquisitions of Marilee SUD. The City currently has wastewater lines in the area; however, the existing wastewater lines and the wastewater treatment plant have limited capacity. The City has taken a first come first serve approach to wastewater service in this area. The first development with approved engineering drawings will have the first claim to any available capacity for the next 24 months from the date of approval. If the development has not connected the proposed development to the existing main within the 24 month period, the existing available capacity becomes available to the next development that has approved engineering plans. The first come first serve approach will be in effect until the downstream wastewater line and wastewater treatment plant limitations have been addressed. The availability of water and wastewater utilities for this Property is subject to the financing of the utilities acceptable to the City in accordance with City ordinances and policies.

Sincerely,

Mike Foreman
City Manager

cc: Gabe Johnson, Director of Engineering and Public Works
Helen-Eve Liebman, Director of Planning and Development Services
Julie Fort, Messer, Rockefeller and Fort Municipal Law
File: \\celina-city\Engineering\Private Development\Hillwood - Wells South\Will Serve Letter\Wells South - Water and Sewer Serve Letter FINAL.docx

EXHIBIT C continued



Attachment: Buffalo Ridge MOU Sewer Service and Capacity v5 (MOU with the Buffalo Ridge Development for Wastewater Service)

EXHIBIT C continued

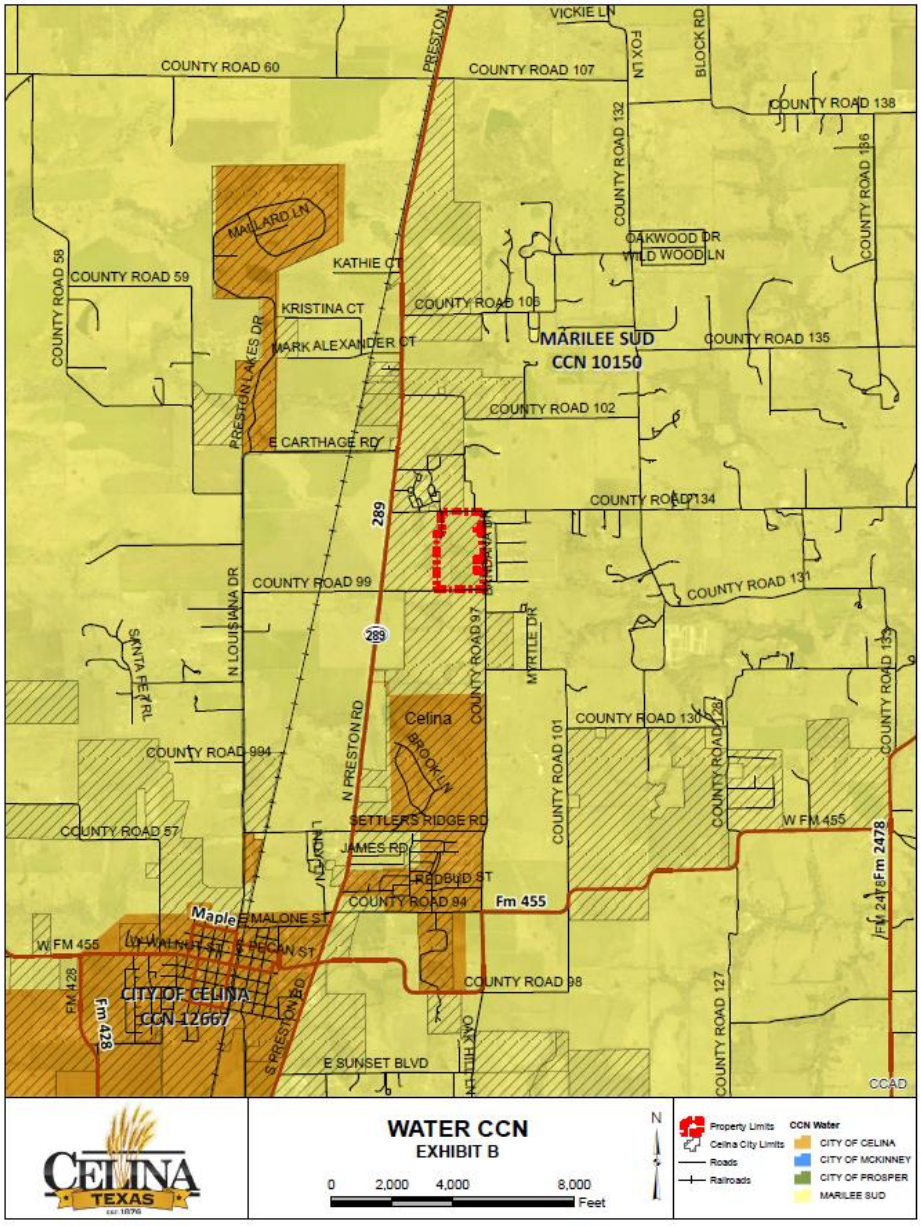
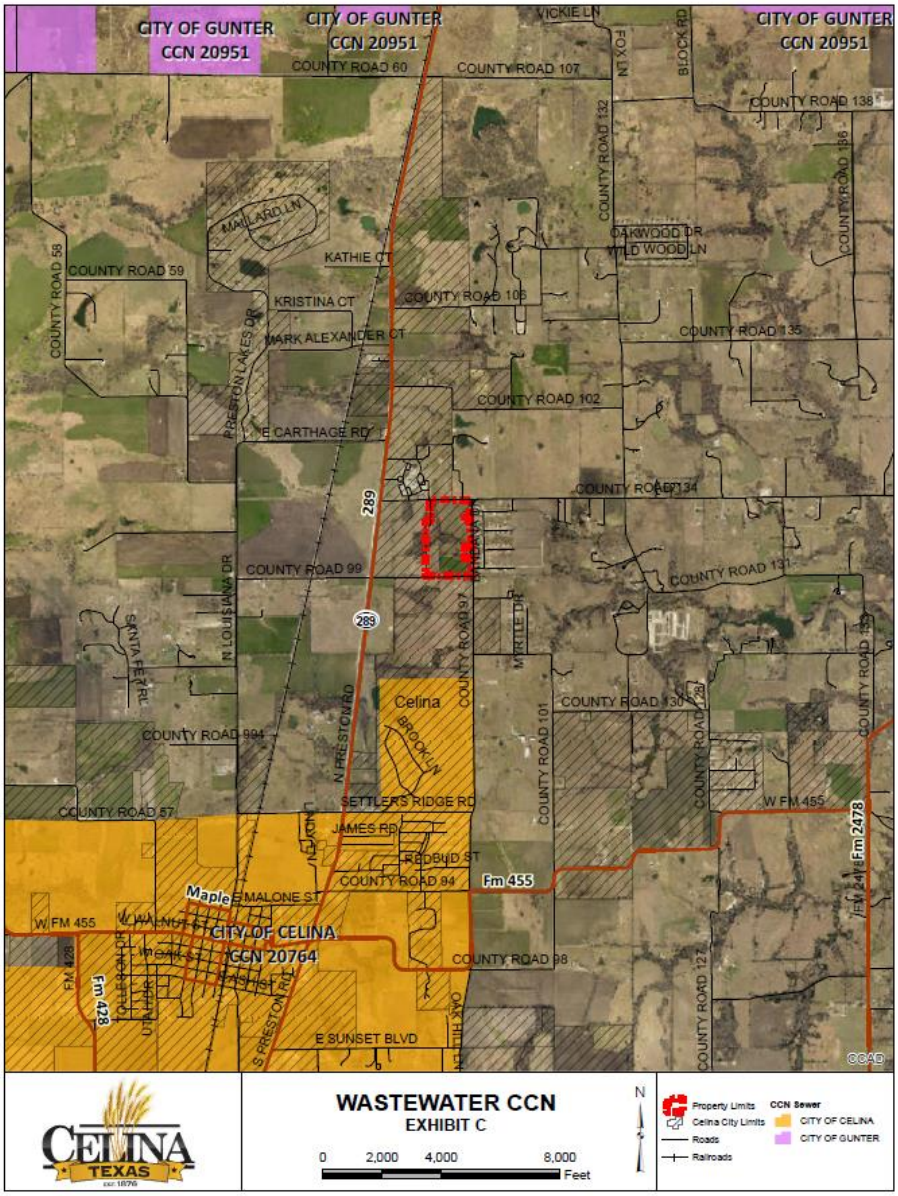


EXHIBIT C continued



Fire Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mark Metdker, Public Safety Director
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	This is a simple agreement that would allow us to use the Richardson FD training facility.

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the mayor of the City of Celina, Texas, to execute an Interlocal Cooperation Agreement for use of the Richardson, Texas, City Fire Training Center. (Metdker)

Background Information:
The City of Celina Fire Department would like to enter into an agreement with the City of Richardson Fire Department for occasional use of their Fire Training Center.

Financial Considerations:
N/A

Legal Review:
city attorney has reviewed

Supporting Documents:
Resolution and agreement

Staff Recommendation:

Attachment: 19Richardson (FORM) Interlocal Cooperation Agreement (ILA) for Use of City Fire Training Center76417 (Interlocal Cooperation

STATE OF TEXAS	**§**	
	§	**INTERLOCAL COOPERATION AGREEMENT**
COUNTIES OF COLLIN	**§**	**FOR USE OF THE CITY FIRE TRAINING CENTER**
AND DALLAS	**§**	

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Richardson, Texas (the "City"), and the undersigned political subdivision or other unit of government (the "USER") (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City owns and operates a Fire Training Center for the training of its fire fighters (the "Fire Training Center"); and

WHEREAS, USER desires to use the Fire Training Center in accordance with the terms and conditions set forth herein; and

WHEREAS, the City desires to allow the USER to use the Fire Training Center as set forth herein; and

WHEREAS, the governing bodies of the City and USER have authorized this Interlocal Cooperation Agreement; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, any payments that either Party is required to make hereunder, if any, shall be made from current, available revenue;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Term

The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) year each, unless either Party provides written notice to terminate the Agreement at least thirty (30) days prior to the expiration of the then current term. Either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Either Party may terminate this Agreement by

providing thirty (30) days prior written notice to the other Party. City may suspend or immediately terminate the use of the Fire Training Center by the USER for any unsafe, dangerous or other unauthorized use of the Fire Training Center.

Article II
Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the USER may use the Fire Training Center.

Article III
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly requires otherwise:

"City" shall mean the City of Richardson, Texas, acting by and through its City Manager, or designee.

"Effective Date" shall mean the last date of execution of this Agreement by all of the Parties.

"Fee Schedule" shall mean the fees and charges for use of the Fire Training Center established by the City from time to time.

"Fire Science Training" shall collectively mean live fire training in pursuit of basic fire certification and ladder training above four floors, driving/pumping, high angle rescue, ventilation exercise, and any fire, Emergency Medical, and specialized rescue training related to fire department services.

"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, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"USER" shall mean the political subdivision or unit of government named below, acting by and through its authorized representative.

Attachment: 19Richardson (FORM) Interlocal Cooperation Agreement (ILA) for Use of City Fire Training Center76417 (Interlocal Cooperation

Article IV
Use of Fire Training Center

4.1 Fire Science Training Use. (a) USER may use the designated Fire Training Center facilities during the periods approved by the City. USER shall contact the City Fire Department to schedule dates and times for use of the designated Fire Training Center Facilities.

(b) City shall provide at least one (1) fire personnel on site during the Fire Science Training. USER may not use the Fire Training Center at any time during which the City does not have at least one (1) representative on site. City shall provide the necessary personnel to operate the fire systems for the live Fire Science Training for each Class. USER agrees and acknowledges that only City personnel may operate the fire systems.

(c) USER is solely responsible for providing the personnel for the Fire Science Training unless the Parties agree otherwise in writing. In the event the City provides personnel to conduct the Fire Science Training, USER shall pay such fees and costs established by the City from time to time for such services. USER Fire Science Training shall at all times be in compliance with National Fire Protection Association Standard (NFPA) #1403, "Standard on Live Fire Training Evolutions," and at least one (1) Certified Fire Safety Officer shall be involved in all evolutions/uses conducted at the Fire Training Center, and that that certification be current and through the Texas Commission on Fire Protection (TCFP) or the International Fire Service Accreditation Congress (IFSAC).

(d) USER shall comply at all times with the City rules for the Fire Training Center adopted from time to time by the City Fire Department.

4.2 Fees. USER shall pay to the City the fees set forth in the Fee Schedule for use of the Fire Training Center on a monthly basis within thirty (30) days after receipt of a City itemized invoice. User shall, prior to any use of the Fire Training Center, pay to the City the deposit, if required.

4.3 Insurance. USER shall obtain and maintain in full force and effect, at its expense, the following policies of insurance and coverage:

(a) Commercial General Liability Policy. Commercial General Liability Policy covering bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against claims, demands or actions relating to USER use of the Fire Training Center pursuant to this Agreement with minimum limits of not less than Two Million Dollars ($2,000,000) combined single limit, and Four Million Dollars ($4,000,000) aggregate, including products and completed operations coverage Personal and Advertising Injury, with a minimum "per occurrence" limit of Two Million Dollars ($2,000,000). This policy shall be primary to any policy or policies carried by or available to the City, as relates to USER operations.

(b) Workers' Compensation/Employer's Liability Insurance Policy. Workers' Compensation/Employer's liability insurance policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than $1,000,000/$1,000,000/$1,000,000.

(c) Automobile Liability Insurance Policy. Automobile liability insurance policy covering all operations of the USER pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury, death and property damage liability.

(d) Excess Coverage. The above insurance limits can be provided by primary policies reflecting required limits or through a combination of primary and excess liability insurance policies. The general liability and automobile liability insurance shall be primary and any excess or umbrella coverage shall follow form to the primary coverage.

(e) Waiver of Subrogation Rights. All such policies of insurance shall waive the insurer's right of subrogation against the City. The Commercial General Liability, Worker's Compensation, and Business Auto insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

(f) Additional Insured Status. With the exception of Worker's Compensation Insurance/Employer's Liability Insurance, all insurance required pursuant to this Agreement shall be endorsed to name City as additional insureds using Additional Insured Endorsements for the City under Texas law, including products/completed operations.

(g) Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of the use of the Fire Training Center under this Agreement and annually thereafter until the expiration or termination of this Agreement. All required policies shall be endorsed to provide the City with thirty (30) days advance notice of cancellation, waiver of subrogation, City as additional insureds, and shall be primary with City insurance coverage being non-contributory. At the renewal of the required insurance policies, USER shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, USER shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein. The delivery of the Certificates of Insurance and the policy endorsements to the City is a condition precedent to the continuation of the

Attachment: 19Richardson (FORM) Interlocal Cooperation Agreement (ILA) for Use of City Fire Training Center76417 (Interlocal Cooperation

use of the Fire Training Center by the USER. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this Agreement. All policies and endorsement shall remain in effect until the expiration or termination of this Agreement. All policies must be written on a primary, non-contributory basis with any other insurance coverage and/or self-insurance maintained by City as relates to USER operations.

(h) Carriers. All policies of insurance required to be obtained by USER pursuant to this Agreement shall be maintained with insurance carriers that are reasonably satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A - VII or better" by AM Best or other equivalent rating service.

4.4 Governmental Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.

Article V
Miscellaneous

5.1 Notice. All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing, or by hand delivery or facsimile transmission to the address set forth below:

If intended for the City, to:	With a copy to:
Dan Johnson City Manager City of Richardson, Texas 411 West Arapaho Road P.O. Box 830309 Richardson, Texas 75083-0309	Peter G. Smith Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Ross Tower 500 N. Akard Street Dallas, Texas 75201

Attachment: 19Richardson (FORM) Interlocal Cooperation Agreement (ILA) for Use of City Fire Training Center76417 (Interlocal Cooperation

If intended for USER, to:

Address set forth below signature

5.2 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to this agreement.

5.3 Laws Governing. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter of said court.

5.4 Severability. In the event that 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 the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.5 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

5.6 Authorization. By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.

5.8 Exhibits. The exhibits to this Agreement are incorporated herein.

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

[Signature Page to Follow]

Attachment: 19Richardson (FORM) Interlocal Cooperation Agreement (ILA) for Use of City Fire Training Center76417 (Interlocal Cooperation

EXECUTED this _____ day of _____, 2016.

CITY OF RICHARDSON, TEXAS

By: _____
Dan Johnson, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of_____, 2016.

USER

By: _____
Name:_____
Title:_____
Address:_____
_____

ATTEST:

By: _____
Name:_____
Title: _____

Attachment: 19Richardson (FORM) Interlocal Cooperation Agreement (ILA) for Use of City Fire Training Center76417 (Interlocal Cooperation

CITY OF CELINA

RESOLUTION NO. 2017-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE CITY OF CELINA, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR USE OF THE CITY FIRE TRAINING CENTER BY AND BETWEEN THE CITY OF CELINA AND THE CITY OF RICHARDSON, TEXAS, 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the City Council has been presented with a proposed Interlocal Cooperation Agreement for Use of the City Fire Training Center by and between the City of Celina, Texas and City of Richardson, Texas for the use of its Fire Training Center (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute it on behalf of the City of Celina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

Section 1: That the Mayor of the City of Celina, Texas, is hereby authorized to execute on behalf of the City of Celina, Texas the Agreement attached hereto as Exhibit A.

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

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of June, 2017.

_____
SEAN TERRY, Mayor

ATTEST:

_____
Vicki Faulkner, City Secretary

Attachment: Res Execution of Interlocal Cooperation Agreement for Fire Training_06.07.17 (Interlocal Cooperation Agreement)

APPROVED AS TO FORM:

_____

Lance Vanzant, City Attorney

Attachment: Res Execution of Interlocal Cooperation Agreement for Fire Training_06.07.17 (Interlocal Cooperation Agreement)

Mainstreet Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Rebecca Barton, Downtown Development Manager
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Main Street Board appointment

Action Requested:
Consider and act upon appointment of Betsy Boudreaux to the Main Street Advisory Board. (Barton)

Background Information:
Existing vacancies on the Main Street Board make it difficult to gain a quorum for meetings. Ms. Boudreaux has volunteered to serve on this board.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Application

Staff Recommendation:
Approve

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mary Petty, Petty & Associates, Inc.
Date:	August 8, 2017
Re:	Cambridge Crossing Assessments Public Hearing

Action Requested:
The City of Celina will conduct a public hearing to consider testimony on proposed assessments to be levied against the assessable property within the Cambridge Crossing Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mary Petty, Petty & Associates, Inc.
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Wilson Creek Meadows ETJ Development Agreement

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the mayor to execute a development agreement by and between the City of Celina and the Celina Titus LLC. The property is ±105.94 acres situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, in the City's ETJ, Collin County, Texas, and is generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows ETJ Development Agreement) (Petty)

Background Information:

Board Review/Citizen Input:
The Planning & Zoning Commission unanimously recommended approval of the land uses associated with this development agreement at the June 20, 2017 meeting.

Financial Considerations:
n/a

Legal Review:
The City's land use attorney has reviewed all documents regarding this development agreement.

Supporting Documents:
n/a

Staff Recommendation:
Staff recommends this public hearing be continued to the August8, 2017 City Council meeting.

CITY OF CELINA

RESOLUTION NO. 2017-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE CITY OF CELINA, TEXAS, TO EXECUTE A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CELINA AND THE CELINA TITUS, LLC, 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the City Council has been presented with a proposed Development Agreement by and between the City of Celina, Texas and Celina Titus, LLC for the development of certain real property located wholly within the extraterritorial jurisdiction of the City adjacent to the City's corporate limits (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute it on behalf of the City of Celina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

Section 1: That the Mayor of the City of Celina, Texas, is hereby authorized to execute on behalf of the City of Celina, Texas the Agreement attached hereto as Exhibit A.

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

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of August, 2017.

_____
SEAN TERRY, Mayor

ATTEST:

_____
Vicki Faulkner, City Secretary

Attachment: Resolution Wilson Creek Dev Agreement (Wilson Creek Meadows ETJ Development Agreement)

APPROVED AS TO FORM:

_____

Lance Vanzant, City Attorney

Attachment: Resolution Wilson Creek Dev Agreement (Wilson Creek Meadows ETJ Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and Celina Titus, LLC (the "Owner") (the City and the Owner each individually, a "Party" and collectively, the "Parties") as of August 8, 2017 (the "Effective Date").

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County, Texas ("Collin County"); and

WHEREAS, Celina Titus, LLC, a Texas limited liability company, is the owner of that certain 105.79-acre tract of land described by metes and bounds in **Exhibit A** and depicted on **Exhibit B** attached hereto (the "Property"); and

WHEREAS, the Property is currently located wholly within the extraterritorial jurisdiction ("ETJ") of the City adjacent to the City's corporate limits; and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 15-year term and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the Parties are proceeding in reliance on the enforceability of this Agreement.

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
REPRESENTATIONS AND DEFINITIONS

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City

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has been authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individuals executing this Agreement on behalf of the Owner have been authorized to do so.

ARTICLE II
PURPOSES, CONSIDERATION, AND TERM

2.01 Purposes. The Parties desire to enter into this Agreement to provide for the annexation of the Property and to provide for the terms of annexation; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration.

2.02 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.03 Term. This Agreement shall have a 15-year term starting on the Effective Date (the "Term").

ARTICLE III
REGULATION OF DEVELOPMENT

3.01 Governing Regulations. Development of the Property shall be governed by the Concept Plan attached as **Exhibit C**, as amended in accordance with this Agreement (the "Concept Plan") and the development regulations attached as **Exhibit D** (the "Development Regulations"). The following information on the Concept Plan is informational only and subject to change by the Owner without City approval provided the changes meet the requirements of this Agreement: the lot layout, the location of different single family product types, the street layout, points of ingress and egress, the location, size, shapes, and configuration of open space, and the phasing (both the size of the phase and the order of phasing may changed); however, no change shall increase the number of residential lots beyond 350 or decrease the amount of open space to less than 20 acres. All other revisions to the Concept Plan require City Council approval. Currently the Property is subject to the City's subdivision ordinance and other City ordinances that apply in the ETJ. Upon annexation, the Property shall be subject to all City ordinances, as they presently exist or may be amended, subject to Section 3.03. Nothing herein shall be construed as a waiver of the Owner's right to challenge the application of an ordinance to the Property on the basis of vested rights or any other cause of action arising under the law.

3.02 Zoning. Upon annexation of the Property, the City agrees to consider adopting a planned development zoning district ordinance for the Property consistent with Section 3.01, the Concept Plan attached as **Exhibit C**, and the Development Regulations attached as **Exhibit D**, although nothing herein shall be construed as a contractual requirement for the City to adopt any particular zoning regulations for the Property. Notwithstanding any zoning of the Property to the contrary following annexation, the Property may be developed and used consistent with Section 3.01, the Concept Plan attached as **Exhibit C**, and the Development Regulations attached as **Exhibit D**.

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Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

3.03 Conflicts. In the event of any conflict between this Agreement and the City's comprehensive zoning ordinance or any other City ordinance, rules or regulations, this Agreement, including the Development Regulations, shall control.

ARTICLE IV
ANNEXATION

This Agreement constitutes the consent of the Owner to the City's full purpose annexation of the Property. In addition, the Owner has petitioned the City for the annexation of the Property on May 30, 2017.

ARTICLE V
PUBLIC INFRASTRUCTURE; PARK FEES AND DEDICATION

5.01 Water. Payment of pro rata fees shall not be required in connection with the off-site water line located in Coit Road that will serve the Property (the "Coit Water Line"). In order to serve the Property, a new 12-inch water line (the "12-Inch Line") will need to be constructed along the northern perimeter of the Property and off-site generally along C.R. 88 (Choate Parkway) to connect to the Coit Water line. The Coit Water Line and 12-Inch Line are shown on **Exhibit E**. The Owner shall pay for the design, easement acquisition, and construction of the perimeter and off-site portions of the 12-Inch Line. The off-site water line shall be placed in the southern ten feet of the future 100-foot wide Choate Parkway with exceptions being allowed for design issues which arise such as the Wilson Creek crossing. The Owner shall notify the City in writing when the Owner commences efforts to acquire all necessary easements for the off-site portion of the 12-Inch Line (the "Water Line Easements"). The Owner shall use good faith efforts to attempt to acquire the Water Line Easements during the 90-day period following delivery of such notice to the City. If the Owner has not obtained all of the Water Line Easements within such 90-day period, the City agrees to consider the use of eminent domain if necessary to acquire the remaining Water Line Easements. In the event all of the Water Line Easements are not obtained within six months after the Owner's delivery of notice to the City described above, the 12-Inch Line may be constructed within the existing southern prescriptive right of way of C.R. 88, and the City may require owners adjacent to the off-site portion of the 12-Inch Line to dedicate easements and move the 12-Inch line into those easements when their properties are developed. The City agrees to add the 12-Inch Line to its Capital Improvements Plan. The Owner and its successors (e.g., home builders) shall receive a water impact fee credit equal to the difference in the cost to upsize the off-site portion of the 12-Inch Line from an eight-inch line to a 12-inch line. If the City uses eminent domain to acquire the Water Line Easements that the Owner is unable to acquire, the Owner shall reimburse the City for all costs, including attorneys fees, for easement acquisition through the eminent domain proceedings.

5.02 Roads.

(a) The Owner agrees to dedicate 50 feet of right-of-way for CR 88 (measured from the centerline of the existing two-lane asphalt road) adjacent to the northern boundary of the Property at the time the portion of the Property adjacent to CR 88 is final platted. In addition, the Owner agrees to dedicate an additional ten feet of right-of-way along the perimeter of the Property for CR 88 along the south side of CR 88 west of the western entrance into phase one of the

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Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

Property. No other dedications of right-of-way for thoroughfares or perimeter roads shall be required.

(b) The Owner shall not be required to make or fund any improvements to CR 88, including any landscaping, paving, or other improvement in the CR 88 right-of-way. Any requirements to escrow fees for road improvements pursuant to Section 10.03.122(r)(4) of the City Code or other provisions of the City Code shall be waived. The City shall be responsible for making all improvements in the CR 88 right-of-way, and completion of any such improvements shall not be a condition to any plat, permit, or other development approvals.

(c) A Roadway Fee of $3,000 per lot will be paid at the time a building permit is requested from the City for the house on a lot within the Property.

5.03 Open Space. The Wilson Creek area designated on the Concept Plan shall be dedicated as open space owned and maintained by the Wilson Creek Meadows HOA. No park land dedication or construction of park improvements of any type shall be required in connection with the development of the Property due to the open space the Owner is required to provide pursuant to this Agreement. Development of the Property shall be subject to payment of park fees in accordance with the City's fee schedule in effect on the Effective Date, subject to a credit as described on **Exhibit D** in the event the City requires the trail to be increased to eight feet in width.

ARTICLE VI
ASSIGNMENT AND ENCUMBRANCE

6.01 Assignment by Owner to Successor Owners.

(a) The Owner has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement to any person or entity (an "Assignee") that is an affiliate of the Owner or that is or will become an owner of any portion of the Property without City consent. An Assignee is considered the "Owner" and a "Party" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee.

(b) Notice of each proposed assignment to an Assignee shall be provided to the City not later than 15 days after the effective date of the assignment, which notice shall include a copy of the assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Assignee who the City may contact for additional information regarding the experience and background of the Assignee.

(c) Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations.

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Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

(d) No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

6.02 Assignment by the City. The City shall not assign this Agreement.

6.03 Encumbrance by Owner and Assignees. The Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial unless otherwise agreed to in writing by lender and the City. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

ARTICLE VII
ADDITIONAL PROVISIONS

7.01 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot ("an End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's ordinances, including but not limited to zoning ordinances.

7.02 Releases. From time to time upon the written request of the Owner, the City shall execute, in recordable form, a release of this Agreement if the Owner's obligations under this Agreement have been satisfied, subject to the continued application of the Governing Regulations. The Owner shall pay the City $1,000 at the time of the Owner's request for a release for each release in excess of one per calendar year.

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Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

7.03 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

7.04 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, 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 Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

7.05 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) 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 E-mail; (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. Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: Lance Vanzant, Interim City Manager
City of Celina
142 N. Ohio Street
Celina, Texas 75009
E-mail:lvanzant@celina-tx.gov
TEL: (972) 382-2682

With a copy to: Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Suite 100
Denton, TX 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518

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Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

With a copy to: Attn: Julie Fort
Messer, Rockefeller & Fort , P.L.L.C.
6351 Preston Rd., Suite 350
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Owner: Celina Titus, LLC
Attn: Terry W. Mitchell
106 Decker Drive, Suite 310
Irving, Texas 75062
E-mail: terry.mitchell@contrastdevelopment.com
TEL: (214) 212-6326

With a copy to: Attn: Misty Ventura
Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214)328-1101

7.06 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five business days after written notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and 30 days after written notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received notice under this section cannot cure an alleged failure to perform within 30 days after receipt of written notice, such Party shall give written notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written notice of the alleged failure has been given.

7.07 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement; or

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Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

(b) entitle the aggrieved Party to suspend performance under this Agreement unless (i) the portion of the Property for which performance is suspended is the subject of the default, or (ii) the portion of the Property for which performance is suspended is owned or controlled by the owner or developer in default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that any other developer is in default with respect to any other tract but may suspend performance with regard to development of "Tract X" and all tracts owned by "Developer A" if "Developer A" is in default on "Tract Y"); or

(c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(d) limit the term.

7.08 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement. THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER.

7.09 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. In the event the voluntary annexation as contemplated by this Agreement is not completed, the City expressly reserves its authority to unilaterally annex the Property pursuant to Chapter 43 of the Texas Local Government Code, as amended.

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

7.11 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

7.12 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, the Owner does not own an immaterial portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that the Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement

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Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the Property within the City's ETJ and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

7.13 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.

7.14 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement 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 Agreement. No provision of this Agreement 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 Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

7.16 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Depiction of Coit Water Line and 12-Inch Line
Exhibit F	Conceptual Open Space and Trail Plan

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By:_____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On August __, 2017, 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

[SEAL]

My Commission Expires:

_____

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Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

OWNER: **CELINA TITUS, LLC,**
a Texas limited liability company

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____ __, 2017, by _____, _____ of Celina Titus, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public in and for the State of TEXAS

[SEAL]

My Commission Expires:

_____

DRAFT

Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas, and being all of a called 105.79 acre tract of land described in a Special Warranty Deed to Celina Titus, LLC, as recorded in Instrument No. 20160401000388930 of the Official Public Records of Collin County, Texas, same being all of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 148 of the Deed Records of Collin County, Texas (described as the southeastern 0.172 acre tract from hereon), and being more particularly described as follows:

BEGINNING at a railroad spike found for the northeast corner of said 105.79 acre tract, common to the northwest corner of a called 40.039 acre tract of land described in a deed to City Global Investment, LLC, as recorded in Instrument No. 20151130001493760 of the Official Public Records of Collin County, Texas, same being on the southerly line of a called 317.729 acre tract of land described in a deed to Belknap FP, Ltd., as recorded in Volume 4288, Page 156 of the Land Records of Collin County, Texas, and in County Road 88, a variable width right-of-way, no record found;

THENCE South 00°27'04" East, departing the right-of-way of said County Road 88, along the easterly line of said 105.79 acre tract and the westerly line of said 40.039 acre tract, a distance of 2571.21 feet to the southeast corner of said 105.79 acre tract, common to the southwest corner of said 40.039 acre tract, same being on the northerly line of a called 185.094 acre tract of land described in a deed to Brinkman Ranches of Collin County, L.P., as recorded in Volume 6067, Page 1306 of the Land Records of Collin County, Texas, from which, a 1/2 inch iron rod found for witness bears South 05°02; West, 0.2 foot;

THENCE South 89°39'55" West, along the southerly line of said 105.79 acre tract and the northerly line of said 185.094 acre tract, a distance of 1507.18 feet to a 3/4 inch iron pipe found for the northwest corner of said 185.094 acre tract, common to the northeast corner of a called 19.047 acre tract of land described in a deed to Donald L. Vest, as recorded in Instrument No. 93-0016270 of the Land Records of Collin County, Texas;

THENCE South 89°54'25" West, continuing along the southerly line of said 105.79 acre tract and along the northerly line of said 19.047 acre tract, a distance of 618.12 feet to a 1/2 inch iron rod found for the southwest corner of said 105.79 acre tract, common to the northwest corner of said 19.047 acre tract, being on the easterly line of a called 153.954 acre tract of land described in a deed to Rene Bates, as recorded in Volume 3861, Page 2239 of the Land Records of Collin County, Texas;

THENCE North 01°00'33" West, along the westerly line of said 105.79 acre tract and the easterly line of said 153.954 acre tract, a distance of 861.38 feet to a 1/2 inch iron rod found for the northeast corner of said 153.954 acre tract, common to the southeast corner of a called 49.25 acre tract of land described in a deed to Celina Coit 49 Partners, Ltd., as recorded in Instrument No. 20120612000700130 of the Official Public Records of Collin County, Texas;

THENCE North 00°34'17" West, continuing along the westerly line of said 105.79 acre tract and along the easterly line of said 49.25 acre tract, a distance of 748.96 feet to a 3/4 inch iron pipe

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found for the southerly northwest corner of said 105.79 acre tract, common to the southwest corner of a called 20.00 acre tract of land described in a deed to Grayson Collin Electric Cooperative, Inc., as recorded in Volume 5191, Page 313 of the Land Records of Collin County, Texas;

THENCE North 89°29'12" East, departing the easterly line of said 49.25 acre tract, along the northerly line of said 105.79 acre tract and the southerly line of said 20.00 acre tract, a distance of 783.89 feet to a point for the southeast corner of said 20.00 acre tract, common to an ell corner of said 105.79 acre tract, same being in the center of Wilson Creek;

THENCE North 21°13'48" West, along the westerly line of said 105.79 acre tract, the easterly line of said 20.00 acre tract, and along said creek, a distance of 38.95 feet to a point for corner;

THENCE North 35°29'12" East, continuing along the westerly line of said 105.79 acre tract and the easterly line of said 20.00 acre tract, along the easterly line of a called 8.626 acre tract of land described in a deed to Prosper Land Company, Ltd., as recorded in Instrument No. 20161116001556640 of the Official Public Records of Collin County, Texas, and continuing along said creek, a distance of 367.50 feet to a point for corner;

THENCE continuing along the westerly line of said 105.79 acre tract and the easterly line of said 8.626 acre tract, along the westerly line of aforesaid southeastern 0.172 acre tract, the easterly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2383, Page 570 of the Deed Records of Collin County, Texas (described as the southwestern 0.172 acre tract from hereon), and continuing along said creek, the following courses:

North 06°29'12" East, a distance of 135.40 feet to a point for corner;

North 23°45'48" West, a distance of 206.30 feet to a point for corner;

North 14°59'48" West, a distance of 136.00 feet to a point for corner;

North 12°30'48" West, a distance of 171.14 feet to a point for the northwest corner of said southeastern 0.172 acre tract, being on the southerly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 144 of the Deed Records of Collin County, Texas (described as the northwestern 0.172 acre tract from hereon), and in aforesaid County Road 88;

THENCE North 89°42'50" East, departing said creek, along the northerly line of said southeastern 0.172 acre tract, the northerly line of said 105.79 acre tract, along the southerly line of said northwestern 0.172 acre tract, the southerly line of a called 0.144 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 141 of the Deed Records of Collin County, Texas, the southerly line of a called 3.23 acre tract of land described in a deed to Tropix Pools Real Estate LLC, as recorded in Instrument No. 20150205000129420 of the Official Public Records of Collin County, Texas, the southerly line of a called 6.00 acre tract of land described in a deed to Manus Chaiprasert and wife, Suwanna Chaiprasert, as recorded in Instrument No. 20080606000688720 of the Official Public Records of Collin County, Texas, the southerly line of a called 4.517 acre tract of land described in a deed to Wesley D.

Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

Stlacup, as recorded in Volume 3014, Page 280 of the Land Records of Collin County, Texas, also along the southerly line of a called 5.00 acre tract of land described in a deed to Wesley D. Stalcup, as recorded in Volume 3014, Page 276 of the Land Records of Collin County, Texas, and the southerly line of aforesaid 317.729 acre tract, and along said County Road 88, a distance of 1284.69 feet to the **POINT OF BEGINNING,** and containing 105.942 acres (4,614,831 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

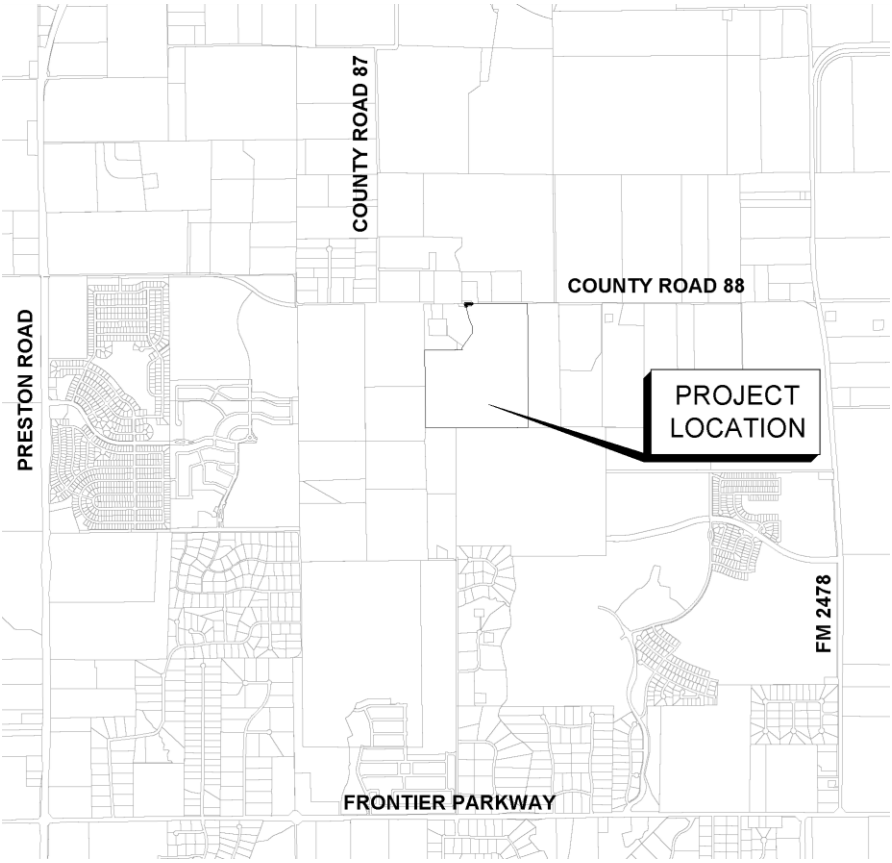
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS
REGISTERED
SYLVIANA GUNAWAN
6461
PROFESSIONAL
LAND SURVEYOR

Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

EXHIBIT C
CONCEPT PLAN

Land Use Acreage Summary		
Perimeter Thoroughfares Rights of Way	1.8	Ac
Open Space Provided	23.3	Ac
Open Space Required by Base SF-R	5.2	Ac
Open Space Required by PD	20.0	Ac
Residential Lots / Residential Rights of Way	80.7	Ac
Total	**105.8**	Ac

Lot Type Summary	TYPE	LOTS PROVIDED		LOTS ALLOWED	
70'x125' (56' Pad)	A	55	16.0%	≥ 53	15.0%
60'x120' (50' Pad)	B	129	37.5%	≈122	35.0%
50'x120' (40' Pad)	C	160	46.5%	≈175	50.0%
Total		**344**	Lots	**350**	Lots

Density Summary (Units per Acre)		
Net Denisty	3.31	Un/Ac
Gross Density	3.25	Un/Ac

Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

EXHIBIT D
DEVELOPMENT REGULATIONS

1.0 Purpose

The purpose of these Development Regulations is to create a well designed, environmentally sensitive community which preserves the Wilson Creek greenway and links the various neighborhoods together by a series of trails and enhanced open space areas that encourage and promote outdoor activity among the residents. The open space areas shown on the Concept Plan shall consist of existing trees and creeks, and proposed trails, ornamental trees and shade trees. This development will promote a sense of community, environmental stewardship and a healthy and robust relationship with ones neighbors.

2.0 Definitions

Except as otherwise defined in this Agreement, terms used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas in effect on the effective date of this Agreement (the "Zoning Ordinance").

3.0 General Regulations

3.1 The Property shall comply with this Agreement, the zoning regulations of the Zoning Ordinance applicable to property zoned SF-R, and the City's subdivision ordinance and engineering design criteria in effect on the effective date of this Agreement (the collectively, the "Subdivision Regulations"). In the event of a conflict between any of these documents, this Agreement shall control.

3.2 A property owners association shall be established and shall be responsible for the ownership and maintenance of all common areas, including all open space areas shown on the Concept Plan.

3.3 The maximum number of single-family residential lots within the Property shall be 350. No more than 50 percent of the maximum number of lots may be Type C lots and at least 15 percent of the lots shall be Type A lots. The remainder of the lots which are not Type A lots or Type C lots shall be Type B lots. The layout for this planned development is shown on the Concept Plan.

3.4 The phasing shown on the Concept Plan is conceptual, and may be modified by the Owner during the development process (both the size of the phase and the order of the phases may be changed).

4.0 Use Regulations

The permitted uses are outlined below:

4.1 The following uses are permitted by right except as otherwise noted:

a. Single-family detached

b. Schools (private or public)

c. Civic

d. Country clubs

e. Golf course and related facilities

f. Marketing and sales centers associated with the development of the Property

g. Temporary construction offices and storage yards associated with development of the Property

h. Public works, including drainage facilities, water wells, and water and wastewater treatment, pumping, storage, and transmission facilities

i. Home occupations, as permitted in the Zoning Ordinance

j. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space

k. Recreation/Amenity centers, pools, cabana buildings and/or locker/changing rooms

l. Temporary concrete or asphalt batch plants associated with development of the Property

m. Houses of worship

n. Gated communities (by conditional use permit only)

o. Agricultural, including a commercial tree farm

p. All other SF-R single family residential district uses

5.0 Area Regulations

5.1 General Area regulations for residential uses are set forth in the table below, which contains the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

Lot Type	Min. Lot Size (Sq. ft)	Max. Height (Ft.)	Min. Side Yard (Ft.) (6)	Min. Rear Yard (Ft.)	Min. Side Yard/ Corner Lots (Ft.) (6) (7)	Min. Front Yard (Ft.) (3), (5)	Min. Lot Width (Ft.) (1), (2)	Min Lot Depth (Ft.)	Min. Structure Size (Sq. ft.)	Max Lot Coverage (4)
A	8,500	40	7	20	15	25	70	11	1,750	60%
B	7,000	40	5	15	15	20	60	11	1,500	60%
C	5,500	40	5	15	15	20	50	11	1,250	60%

1. The lot widths shall be measured along the arc of the front building line.
2. Lot width may be reduced by 20 percent for lots fronting cul-de-sacs, eyebrows, and inside curves. The minimum lot width is measured at the platted front yard building set back. Each lot shall have a minimum of 30 feet of frontage along the right-of-way.
3. Where front porches are provided, they shall be permitted to encroach a maximum of five feet into the front setback line.
4. Lot coverage is defined as the footprint of the primary residential structure, excluding without limitation patios (covered or uncovered), pools, driveways, sidewalks and other improvements which are not part of an enclosed building.
5. J-swing garages may encroach into the front building line by five feet.
6. The face of a J-swing garage may be located no closer than 20 feet to the side lot line it faces.
7. For street corner lots with a side touching and adjacent to the front yard of a lot behind it, the side yard on the street side of the lot shall be the same width as the adjacent lot minimum required front yard.

6.0 Building Regulations

6.1 Exterior building facades for residential structures shall meet or exceed the requirements outlined in Section 14.05.152 of the Zoning Ordinance except as follows:

Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

1. Building materials shall comply with the applicable requirements in Section 14.05.152 of the Zoning Ordinance, except that cementitious fiberboard may be used on the second story provided it is interrupted by an intersecting roof line or another architectural feature. No other building design, layout or architectural standards of the Zoning Ordinance shall apply to detached single-family residences within the Property.

2. Every detached single-family residence shall have at least two covered parking spaces and two spaces on the driveway between the street right-of-way and the front building line.

3. Front facing garage doors with access from the street shall be allowed provided the garage doors are located at or behind the front building line. In no case shall the front facing garage door be more than eight feet in front of the next closest front facade plane of the house. Any house built with the garage in front of the remainder of the house (but still behind the front building setback) shall contain at least two other front facade planes articulated by a minimum of three feet.

4. The primary roof pitch for residential building types shall not be less than 6:12 for Type C homes and shall not be less than 8:12 for Type A and B homes. The minimum pitches do not apply to porches, specialty roofs, awnings, dormers, or other similar architectural features.

5. No building shall exceed a height of more than 40 feet, measured at the mid-point between the top plate and the dominate roof ridge.

7.0 Screening Regulations

7.1 Landscape Buffer:

1. A landscape buffer with a minimum width of 20 feet will be required adjacent to right-of-ways of 90 feet in width or greater as shown on the City Thoroughfare Plan at the time this agreement is approved. Trees shall be planted at least every 50 feet within the buffer. The developer may install a more natural looking spacing of the required trees as long as the minimum tree count (based on 50-foot spacing) is maintained.

7.2 Screening Fences:

1. For single-family lots siding or backing to thoroughfares, there shall be a minimum six-foot masonry fence. As an alternative, a minimum six-foot decorative metal fence with shrubbery, trees and masonry columns (at a minimum spacing of 80 feet), a living screen, or any combination thereof may be used for screening.

2. Single-family lots backing or siding to open space shall have a minimum five-foot ornamental metal fencing adjacent to the open space area, which shall be installed

during home construction and shall not be a condition of subdivision acceptance by the City.

3. An eight foot tall wood board-on-board fence shall be installed on the north boundary line of each of the northern most lots in Phase 3 at the time a home is built on each of those lots. The fence shall be stained and have a wood cap installed on top.

4. No other screening fence requirements shall apply.

8.0 Open Space Regulations

This section shall satisfy all requirements in 14.03.008 SF-R, single-family residential district for open space dedication, amenities and improvements for the Property.

8.1 General:

1. The Wilson Creek Park open space area shall be open to the public. Amenity centers, Common Areas or other amenities shall be privately owned and maintained by the Wilson Creek Meadows Homeowners Association.

2. A minimum of 20 acres (approximately 19 percent of the total planned development acreage), as shown on **Exhibit F**, Conceptual Open Space and Trail Plan, shall be retained as Open Space. Such open space may be located anywhere on the Property. For purposes of this **Exhibit D**, the term "open space" means natural areas, floodplain, areas used for drainage and detention, common areas and parkway and landscape easements. Open space shall be privately owned. Open space shall not consist of any area platted for residential dwellings or road right-of-way.

3. As shown on **Exhibit F**, Conceptual Open Space and Trail Plan, approximately 2600 linear feet of six-foot wide concrete trail (the Wilson Creek Trail) shall be built along Wilson Creek in phases as the Property is developed. The trail shall be located on land dedicated to the Wilson Creek Meadows HOA. At the City's option, within 60 days after the Effective Date of this Agreement, the City may notify the Owner in writing that the Owner will be required to increase the width of the trail to eight feet, in which case the Owner shall receive a credit against park fees owed for the Property equal to 25 percent of the total cost to construct the trail. The credit shall be fully exhausted prior to the City collecting any park fees in connection with the development of the Property.

4. Park benches will be placed every 600 feet along the trail; however, the benches may be grouped provided the total number of benches shall equal the number based on 600 foot spacing.

5. When a street is adjacent to an open space, a five-foot sidewalk shall be built on the opposite side of the street from the Wilson Creek Trail. The five-foot wide sidewalk

referenced above will be built at the time the adjacent home is built by the homebuilder provided it is located in the front-yard or side-yard of a residential lot.

6. The exact location of the trail shown on **Exhibit F**, Conceptual Open Space and Trail Plan, is conceptual and subject to change at the time the final street and lot layout is determined (construction plat). Further, the trail may be built in phases based on the limits of each construction plat.

7. To the extent allowed by state law, an amenity pond will be placed at the north end of the trail (just south of Choate Parkway) provided any governmental agency permits are attainable. The lake shall be equipped with a water fountain or aerator device.

8. All open space areas shall have slope not greater than 4:1, unless they are naturally existing or structurally supported.

9. All open space areas shall be owned and maintained by the HOA.

10. No other amenity requirements listed in Sec. 14.03.008(c)(5) of the SF-R Zoning Ordinance shall be required.

11. This Section 8 shall serve as the exclusive Open Space requirement for this planned development.

9.0 Subdivision Regulations

9.1 Development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Block length – The maximum internal block length shall be 1,200 feet (measured from intersections such as elbows, tees and cross intersections) and shall contain no more than 20 lots on each side of the street. The maximum block length along open space, perimeter property lines or thoroughfares shall be 1500 feet and shall contain no more than 30 lots on one side of the street. Other exceptions to these block length requirements 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.

2. Cul-de-Sac Length and Diameter – The maximum cul-de-sac length is 600 feet. The right-of-way "bulb" radius shall be fifty feet and the paving radius shall be 40.5 feet to back of curb.

3. Street Offset – The minimum street offset at street intersections measured centerline of road to centerline of road shall be 125 feet.

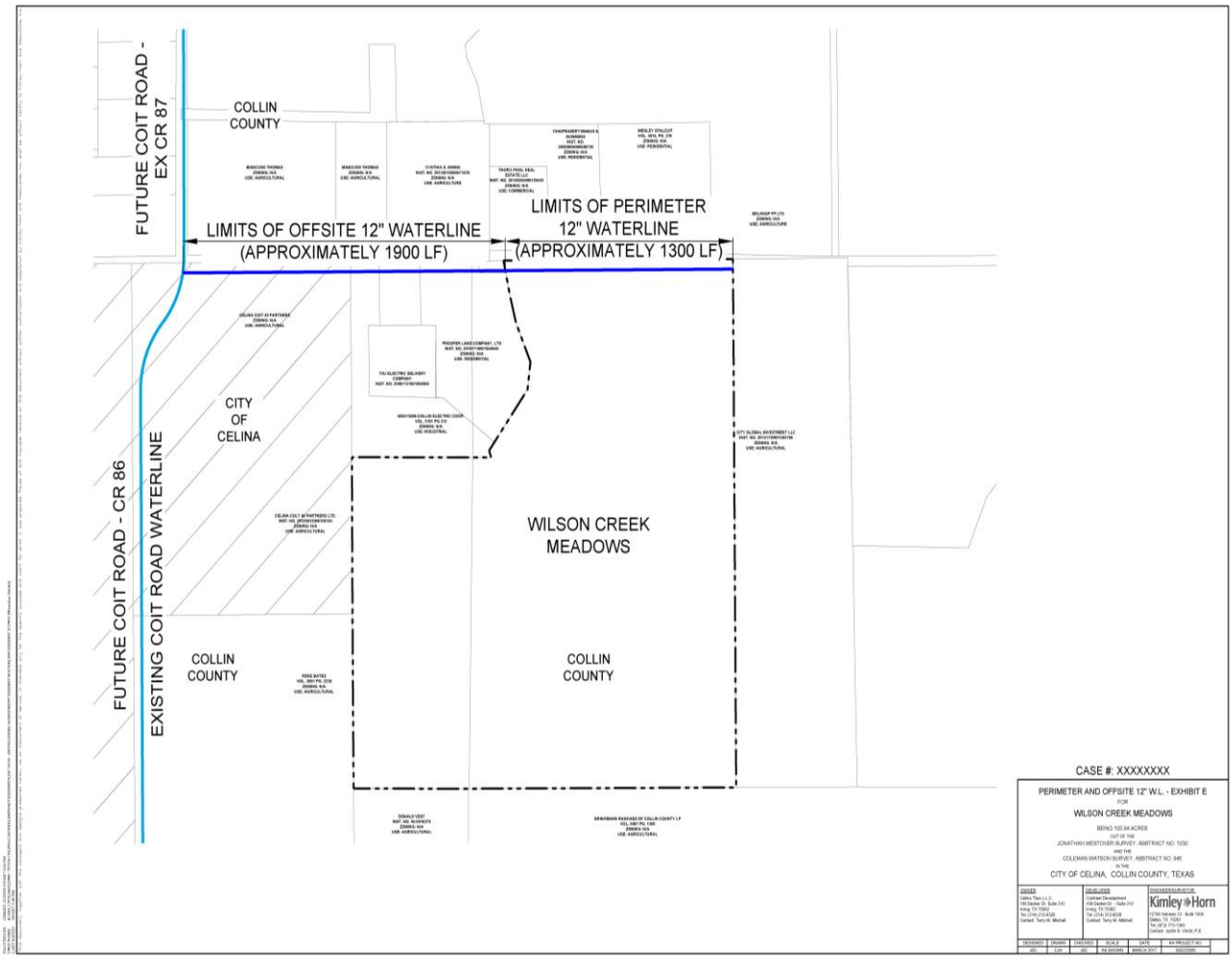
4. Temporary Dead End Streets - Temporary dead end streets, which are less than or equal to 150 feet in length, are not required to have a temporary turnaround at the end of the street, even if the dead end street has lots facing it.

5. Tree Survey/Tree Credits - Due to the density of existing trees in natural areas being preserved by this planned development, trees located in these natural areas which are being used for preservation credit shall be inventoried for inclusion in Preservation Credits but need not have their exact location shown on the tree survey. Trees in the natural areas which are being used for Preservation Credits shall be tagged to insure no duplication occurs, and the species and size shall be included in the credit table. No other trees in the natural areas are required to be catalogued or location shown on a tree survey. The tree survey and any necessary tree mitigation plan shall be prepared and processed through the city at the time the construction plat is submitted.

6. Plat and GDP Extensions - If requested in writing by the owner or developer of any portion of the Property prior to the expiration date, any approved GDP, construction plat and/or construction plans shall be automatically extended one time for one year. City staff shall provide written confirmation of the one year extension upon receipt of said request from the owner or developer.

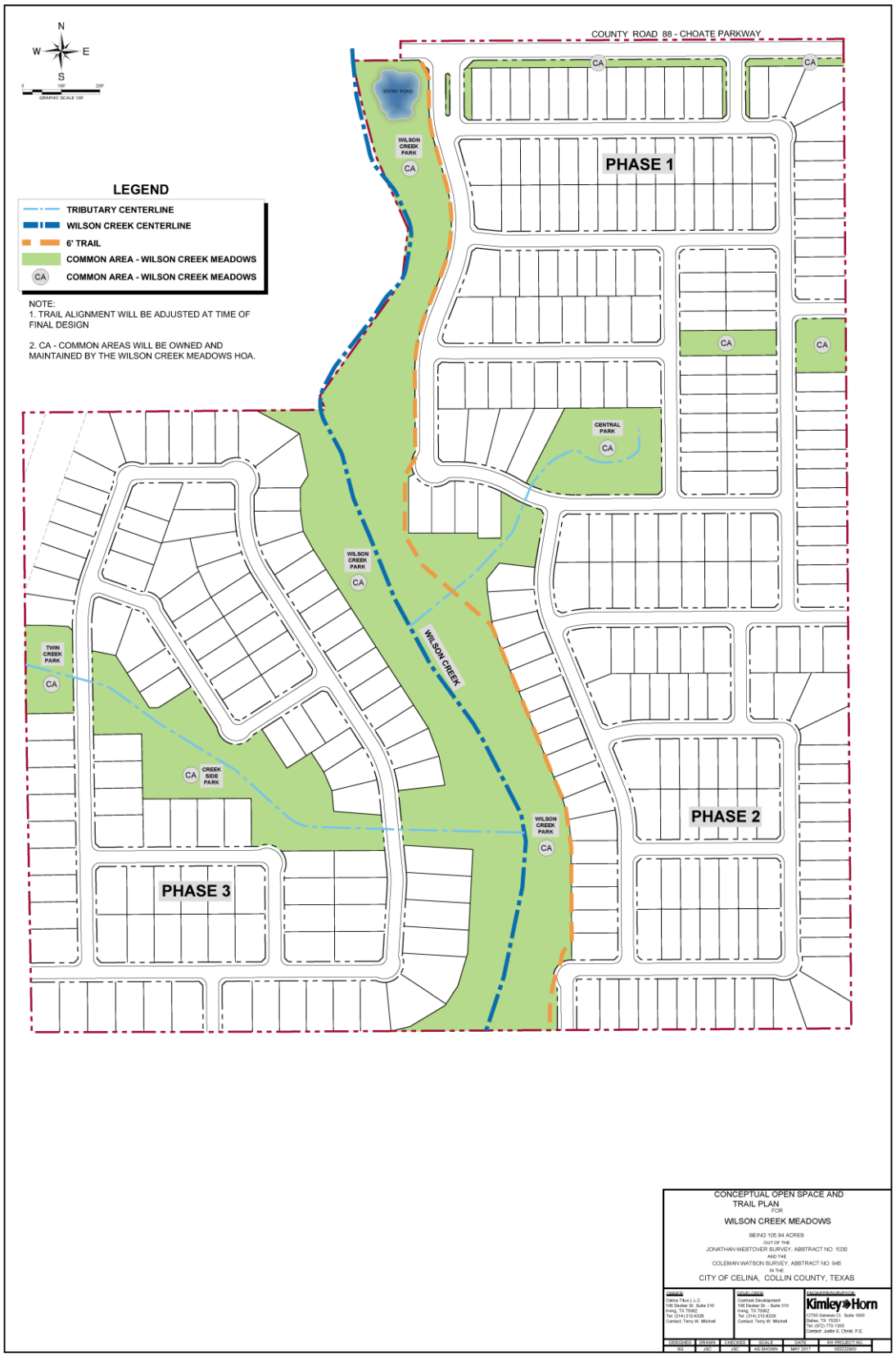
7. As construction of each phase is completed, representatives of the City shall inspect the water, sanitary sewer, drainage and roadway improvements. If the City finds that such improvements have been completed in accordance with the construction plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws, rules and regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense. The requirement for acceptance does not apply to recreational facilities and landscaping improvements that will be maintained by a homeowners association. Installation of franchise utilities shall be a requirement for acceptance, except that the developer may sell up to thirty percent of the lots within a platted phase and a builder may build on up to thirty percent of the lots within a platted phase without the completion of such installation if the developer indemnifies the City for any damage to the accepted improvements that results from the franchise utility provider installing such utilities after acceptance by the City. Installation of landscaping, retaining walls on private lots, hardscaping and amenity improvements (whether public or private) shall not be a requirement for acceptance of a subdivision.

EXHIBIT E
DEPICTION OF COIT WATER LINE AND 12-INCH LINE



Attachment: Development Agreement (Wilson Creek Meadows ETJ Development Agreement)

EXHIBIT F
CONCEPTUAL OPEN SPACE AND TRAIL PLAN



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Helen-Eve Liebman, Director of Planning and Dev Services
CC: Lance Vanzant, City Attorney
Date: August 8, 2017
Re: Wilson Creek Meadows Zoning

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of a ±105.94 acre tract of land from AG, Agricultural zoning district to PD, Planned Development zoning district with base zoning designations of SF-R, single-family residential district. The property is situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas. The property is generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows Zoning) (Liebman)

Background Information:
The property owners have requested that this property be rezoned from its current zoning of AG, Agriculture, to PD, Planned Development with a base zoning of SF-R, Single-Family Residential. The total acreage of the area to be rezoned is approximately 105.94 acres.

The proposed PD mirrors the ETJ Development Agreement Land Use. The development agreement is necessary to vest the property, but the property owners are moving forward with annexation and zoning immediately.

Land Use
The tract in this Planned Development is proposed to be developed single-family with a base zoning of SF-R with a variety of lot mixes, which are explained below:

Lot Summary

Lot Type	Min. Lot Area	Min. Lot Width	Min. Lot Depth	Max Lot Coverage	Front	Rear	Interior Side	Corner Side
A	8,500 sf	70'	115'	60%	25'	20'	7'	15'
B	7,000 sf	60'	110'	60%	20'	15'	5'	15'
C	5,500 sf	50'	110'	60%	20'	15'	5'	15'

Density
The property will have a maximum of 80.7 acres of single-family, 20 acres of open space, and 1.8 acres will make up right-of-way.

The maximum number of single-family residential lots within the overall ETJ property shall be 350. No more than 50% of the maximum number of lots may be 50' (Type C) lots, and 15% shall be 70' lots (Type A). The remainder of the lots shall be 60' lots (Type B).

Open Space
The proposed Planned Development has 20 acres of open space, much of which will be utilizing Wilson Creek along the western boundary of the property to incorporate a trail system that is proposed to be owned and maintained by the HOA, but open to the public.

Thoroughfare Plan:
The Thoroughfare Plan shows the northern boundary road of this property to be 100 foot of right-of-way for a four lane divided thoroughfare. The concept plan for the development of this tract complies with the City's Thoroughfare Plan.

Comprehensive Plan:
The City of Celina's Comprehensive Plan calls for suburban moderate high-residential in this area, therefore the proposed development agreement complies.

Board Review/Citizen Input:
A notice of public hearing was published in the Celina Record. Notices of the public hearing were sent to all owners of property, as indicated by the most recently approved City of Celina tax rolls, who are located within 200 feet of the subject property. No letters of opposition or in favor were received by Friday, August 4, 2017. The Planning & Zoning Commission unanimously recommended approval at the June 20, 2017 meeting.

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Proposed Ordinance
Concept Plan
Trail Plan

Staff Recommendation:
Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2017-
WILSON CREEK MEADOWS #82

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 105.94 ACRE TRACT OF LAND LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #82; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the

Attachment: Draft Ordinance - PD 82 (Wilson Creek Meadows Zoning)

City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as "PD" Planned Development District, #84 on a certain tract of land described in in Exhibit "A" and depicted in Exhibit "B".

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein, as "PD" Planned Development District #82.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit "C"; the development standards set forth in Exhibit "D" and all other applicable ordinances, rules, and regulations of the City.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

Attachment: Draft Ordinance - PD 82 (Wilson Creek Meadows Zoning)

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 while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

Attachment: Draft Ordinance - PD 82 (Wilson Creek Meadows Zoning)

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 August, 2017.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance - PD 82 (Wilson Creek Meadows Zoning)

EXHIBIT "A"

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas, and being all of a called 105.79 acre tract of land described in a Special Warranty Deed to Celina Titus, LLC, as recorded in Instrument No. 20160401000388930 of the Official Public Records of Collin County, Texas, same being all of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 148 of the Deed Records of Collin County, Texas (described as the southeastern 0.172 acre tract from hereon), and being more particularly described as follows:

BEGINNING at a railroad spike found for the northeast corner of said 105.79 acre tract, common to the northwest corner of a called 40.039 acre tract of land described in a deed to City Global Investment, LLC, as recorded in Instrument No. 20151130001493760 of the Official Public Records of Collin County, Texas, same being on the southerly line of a called 317.729 acre tract of land described in a deed to Belknap FP, Ltd., as recorded in Volume 4288, Page 156 of the Land Records of Collin County, Texas, and in County Road 88, a variable width right-of-way, no record found;

THENCE South 00°27'04" East, departing the right-of-way of said County Road 88, along the easterly line of said 105.79 acre tract and the westerly line of said 40.039 acre tract, a distance of 2571.21 feet to the southeast corner of said 105.79 acre tract, common to the southwest corner of said 40.039 acre tract, same being on the northerly line of a called 185.094 acre tract of land described in a deed to Brinkman Ranches of Collin County, L.P., as recorded in Volume 6067, Page 1306 of the Land Records of Collin County, Texas, from which, a 1/2 inch iron rod found for witness bears South 05°02; West, 0.2 foot;

THENCE South 89°39'55" West, along the southerly line of said 105.79 acre tract and the northerly line of said 185.094 acre tract, a distance of 1507.18 feet to a 3/4 inch iron pipe found for the northwest corner of said 185.094 acre tract, common to the northeast corner of a called 19.047 acre tract of land described in a deed to Donald L. Vest, as recorded in Instrument No. 93-0016270 of the Land Records of Collin County, Texas;

THENCE South 89°54'25" West, continuing along the southerly line of said 105.79 acre tract and along the northerly line of said 19.047 acre tract, a distance of 618.12 feet to a 1/2 inch iron rod found for the southwest corner of said 105.79 acre tract, common to the northwest corner of said 19.047 acre tract, being on the easterly line of a called 153.954 acre tract of land described in a deed to Rene Bates, as recorded in Volume 3861, Page 2239 of the Land Records of Collin County, Texas;

THENCE North 01°00'33" West, along the westerly line of said 105.79 acre tract and the easterly line of said 153.954 acre tract, a distance of 861.38 feet to a 1/2 inch iron rod found for the northeast corner of said 153.954 acre tract, common to the southeast corner of a called 49.25 acre tract of land described in a deed to Celina Coit 49 Partners, Ltd., as recorded in Instrument No. 20120612000700130 of the Official Public Records of Collin County, Texas;

THENCE North 00°34'17" West, continuing along the westerly line of said 105.79 acre tract and along the easterly line of said 49.25 acre tract, a distance of 748.96 feet to a 3/4 inch iron pipe

Attachment: 02_Exhibit A - Metes and Bounds - Signed (Wilson Creek Meadows Zoning)

found for the southerly northwest corner of said 105.79 acre tract, common to the southwest corner of a called 20.00 acre tract of land described in a deed to Grayson Collin Electric Cooperative, Inc., as recorded in Volume 5191, Page 313 of the Land Records of Collin County, Texas;

THENCE North 89°29'12" East, departing the easterly line of said 49.25 acre tract, along the northerly line of said 105.79 acre tract and the southerly line of said 20.00 acre tract, a distance of 783.89 feet to a point for the southeast corner of said 20.00 acre tract, common to an ell corner of said 105.79 acre tract, same being in the center of Wilson Creek;

THENCE North 21°13'48" West, along the westerly line of said 105.79 acre tract, the easterly line of said 20.00 acre tract, and along said creek, a distance of 38.95 feet to a point for corner;

THENCE North 35°29'12" East, continuing along the westerly line of said 105.79 acre tract and the easterly line of said 20.00 acre tract, along the easterly line of a called 8.626 acre tract of land described in a deed to Prosper Land Company, Ltd., as recorded in Instrument No. 20161116001556640 of the Official Public Records of Collin County, Texas, and continuing along said creek, a distance of 367.50 feet to a point for corner;

THENCE continuing along the westerly line of said 105.79 acre tract and the easterly line of said 8.626 acre tract, along the westerly line of aforesaid southeastern 0.172 acre tract, the easterly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2383, Page 570 of the Deed Records of Collin County, Texas (described as the southwestern 0.172 acre tract from hereon), and continuing along said creek, the following courses:

North 06°29'12" East, a distance of 135.40 feet to a point for corner;

North 23°45'48" West, a distance of 206.30 feet to a point for corner;

North 14°59'48" West, a distance of 136.00 feet to a point for corner;

North 12°30'48" West, a distance of 171.14 feet to a point for the northwest corner of said southeastern 0.172 acre tract, being on the southerly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 144 of the Deed Records of Collin County, Texas (described as the northwestern 0.172 acre tract from hereon), and in aforesaid County Road 88;

THENCE North 89°42'50" East, departing said creek, along the northerly line of said southeastern 0.172 acre tract, the northerly line of said 105.79 acre tract, along the southerly line of said northwestern 0.172 acre tract, the southerly line of a called 0.144 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 141 of the Deed Records of Collin County, Texas, the southerly line of a called 3.23 acre tract of land described in a deed to Tropix Pools Real Estate LLC, as recorded in Instrument No. 20150205000129420 of the Official Public Records of Collin County, Texas, the southerly line of a called 6.00 acre tract of land described in a deed to Manus Chaiprasert and wife, Suwanna Chaiprasert, as recorded in Instrument No. 20080606000688720 of the Official Public Records of Collin County, Texas, the southerly line of a called 4.517 acre tract of land described in a deed to Wesley D.

Attachment: 02_Exhibit A - Metes and Bounds - Signed (Wilson Creek Meadows Zoning)

Stlacup, as recorded in Volume 3014, Page 280 of the Land Records of Collin County, Texas, also along the southerly line of a called 5.00 acre tract of land described in a deed to Wesley D. Stalcup, as recorded in Volume 3014, Page 276 of the Land Records of Collin County, Texas, and the southerly line of aforesaid 317.729 acre tract, and along said County Road 88, a distance of 1284.69 feet to the **POINT OF BEGINNING,** and containing 105.942 acres (4,614,831 square feet) of land, more or less.

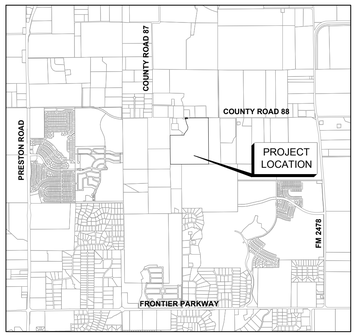
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

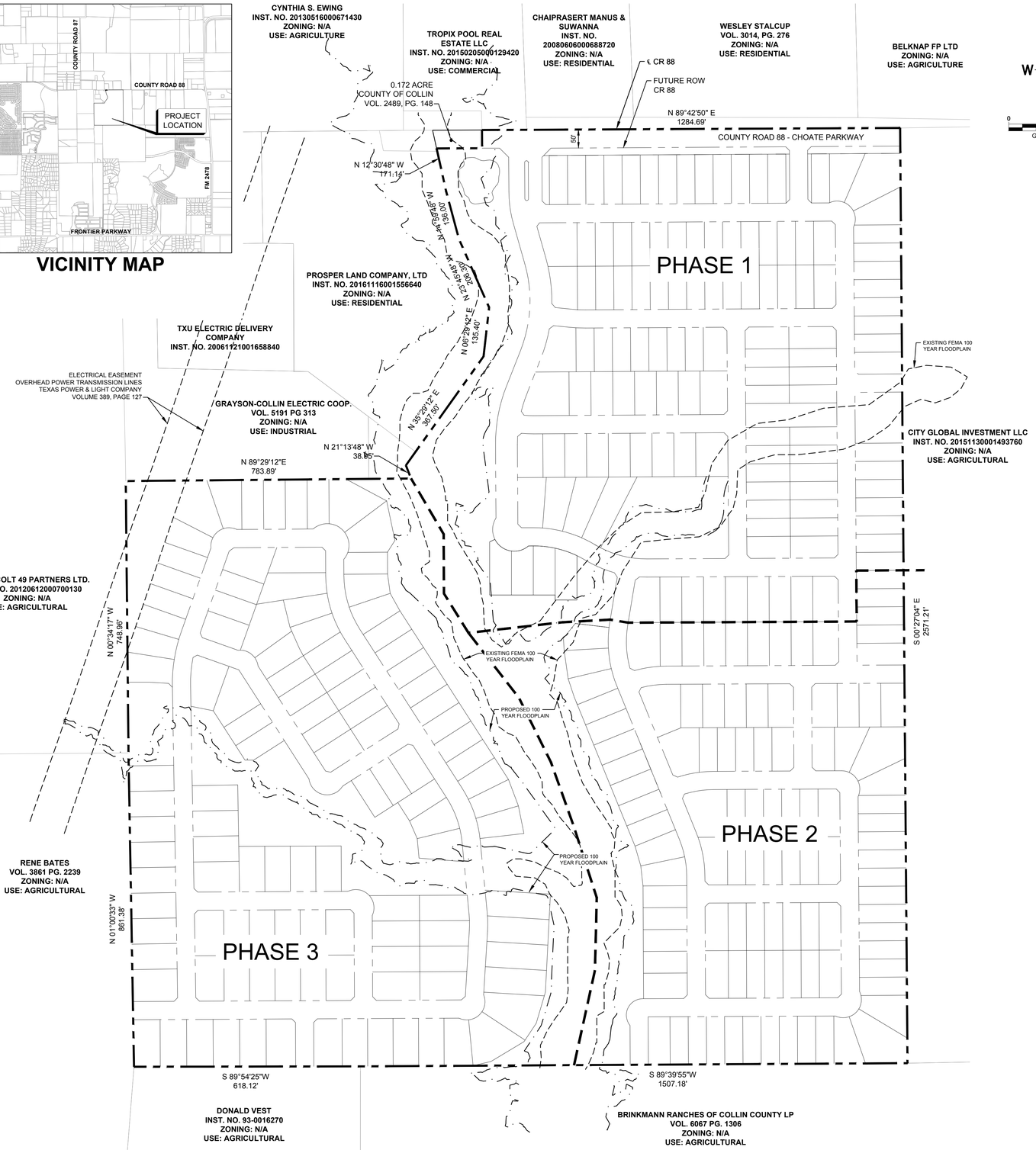
Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS
REGISTERED
SYLVIANA GUNAWAN
6461
PROFESSIONAL
LAND SURVEYOR

Attachment: 02_Exhibit A - Metes and Bounds - Signed (Wilson Creek Meadows Zoning)



VICINITY MAP



N
W E
S
0 150' 300'
GRAPHIC SCALE 150'

LEGEND

	PROPERTY LINE
	RIGHT OF WAY
	EXISTING FEMA 100-YEAR FLOOD PLAN
	PROPOSED FEMA 100-YEAR FLOOD PLAN
	PHASE LINE

SUMMARY

Land Use Acreage Summary	
Perimeter Thoroughfares Rights of Way	1.8
Open Space Provided	23.3
Open Space Required	4.7
Residential Lots/Residential Rights of Way	80.7
Net Acreage	**104.0**
Gross Acreage	**105.8**
Total Provided	**344**
Total Allowed	**350**
Net Density	**3.31**
Gross Density	**3.25**

LEGAL DESCRIPTION

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas, and being all of a called 105.79 acre tract of land described in a Special Warranty Deed to Celina Titus, LLC, as recorded in Instrument No. 20160401000388930 of the Official Public Records of Collin County, Texas, same being all of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 148 of the Deed Records of Collin County, Texas (described as the southeastern 0.172 acre tract from hereon), and being more particularly described as follows:

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Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

NOTES

- **ZONING NOTES**
  1. **CURRENT ZONING: N/A**
  2. **CURRENT USE: AG**
  3. **PROPOSED ZONING - PD (SF-R BASE) CONSISTENT WITH THE WILSON CREEK MEADOWS ETJ DEVELOPMENT AGREEMENT.**
- **PROPOSED 100 YEAR FLOODPLAIN ESTABLISHED BY KIMLEY-HORN & ASSOCIATES**
- **THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.**

CASE #: XXXXXXXX

ZONING EXHIBIT - EXHIBIT B
FOR
WILSON CREEK MEADOWS

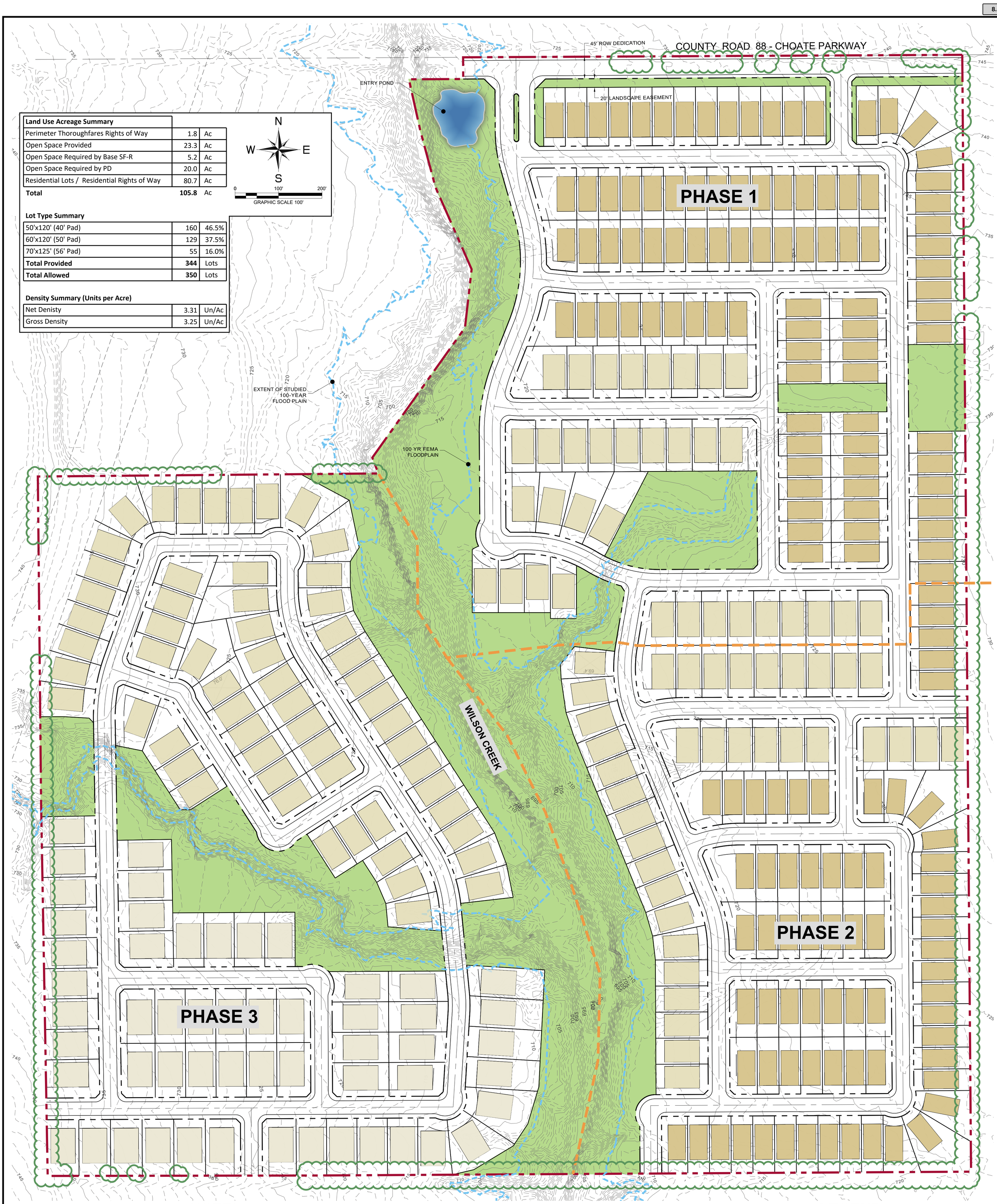
BEING 105.94 ACRES
OUT OF THE
JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030
AND THE
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
IN THE
CITY OF CELINA, COLLIN COUNTY, TEXAS

OWNER:	DEVELOPER:	ENGINEER/SURVEYOR:
Celina Titus L.L.C. 106 Decker Dr. Suite 310 Irving, TX 75062 Tel: (214) 212-6326 Contact: Terry W. Mitchell	Contrast Development 106 Decker Dr. - Suite 310 Irving, TX 75062 Tel: (214) 212-6326 Contact: Terry W. Mitchell	Kimley»Horn 12750 Genesis Ct. Suite 1000 Dallas, TX 75251 Tel: (972) 770-1300 Contact: Justin S. Christ, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
JSC	CJH	JSC	AS SHOWN	MAY 2017	063222900

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLOTTED BY CHRIST, JUSTIN 5/23/2017 10:32 AM
DWG NAME K:\DAL_CIVIL\063222900 - TITUS\CELINA\CADFILES\MINOR\EXHIBITS\95-ZONING EXHIBIT\ZONING EXHIBIT - EXHIBIT B.DWG [Zoning Exhibit]
LAST SAVED 5/18/2017 3:43 PM



Land Use Acreage Summary		
Perimeter Thoroughfares Rights of Way	1.8	Ac
Open Space Provided	23.3	Ac
Open Space Required by Base SF-R	5.2	Ac
Open Space Required by PD	20.0	Ac
Residential Lots / Residential Rights of Way	80.7	Ac
Total	**105.8**	Ac

Lot Type Summary		
50'x120' (40' Pad)	160	46.5%
60'x120' (50' Pad)	129	37.5%
70'x125' (56' Pad)	55	16.0%
Total Provided	**344**	Lots
Total Allowed	**350**	Lots

Density Summary (Units per Acre)		
Net Denisty	3.31	Un/Ac
Gross Density	3.25	Un/Ac

NOTES

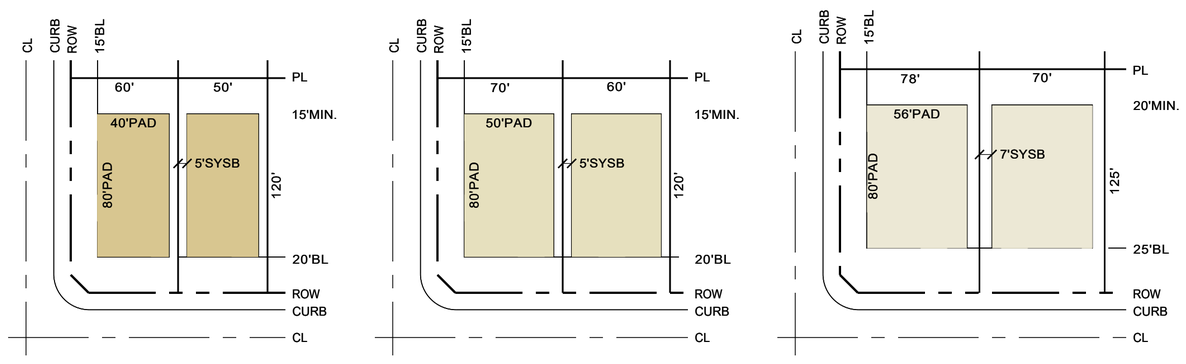
1. PROPOSED ZONING: PD (SF-R BASE) CONSISTENT WITH THE WILSON CREEK MEADOWS ETJ DEVELOPMENT AGREEMENT

2. A SINGLE POINT OF ACCESS IS REQUIRED TO BE CONSTRUCTED PRIOR TO ANY BUILDING PERMITS BEING RELEASED FOR LOTS LOCATED WEST OF WILSON CREEK (PHASE 3).

3. A SECOND POINT OF ACCESS SHALL BE PROVIDED TO PHASE 3 WHICH WILL BE EXTENDED IN THE FUTURE BY THE ADJACENT PROPERTIES.

LEGEND

- PHASE LINE
- FLOOD PLAIN
- FENCE ROW TREE LINE



CONCEPT PLAN - EXHIBIT D
FOR
WILSON CREEK MEADOWS

BEING 105.94 ACRES
OUT OF THE
JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030
AND THE
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
IN THE
CITY OF CELINA, COLLIN COUNTY, TEXAS

OWNER:
Celina Titus L.L.C.
106 Decker Dr. Suite 310
Irving, TX 75062
Tel: (214) 212-6326
Contact: Terry W. Mitchell

DEVELOPER:
Contrast Development
106 Decker Dr. - Suite 310
Irving, TX 75062
Tel: (214) 212-6326
Contact: Terry W. Mitchell

ENGINEER/SURVEYOR:
Kimley»Horn
12750 Genesis Ct. Suite 1000
Dallas, TX 75251
Tel: (972) 770-1300
Contact: Justin S. Christ, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
SG	JSC	JSC	AS SHOWN	MARCH 2017	063222900

Attachment: 04_Exhibit D - Concept Plan (Wilson Creek Meadows Zoning)

Exhibit C

Wilson Creek Meadows

Planned Development Regulations

For a 105.94 acre tract of land out of the Coleman Watson Survey, Abstract No. 945 and the Jonathan Westover Survey, Abstract No. 1030 in the City of Celina ETJ and Collin County, Texas as described in Exhibit A, Legal Description and as depicted graphically in Exhibit D, Concept Plan.

1.0 Purpose

The purpose of these Development Regulations is to create a well designed, environmentally sensitive community which preserves the Wilson Creek greenway and links the various neighborhoods together by a series of trails and enhanced open space areas that encourage and promote outdoor activity among the residents. The open space areas shown on the Concept Plan shall consist of existing trees and creeks, and proposed trails, ornamental trees and shade trees. This development will promote a sense of community, environmental stewardship and a healthy and robust relationship with ones neighbors.

2.0 Definitions

Except as otherwise defined in this PD, terms used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, in effect on the date the City Council approves this PD (the "Zoning Ordinance").

3.0 General Regulations

3.1 The Property shall comply with this PD, the zoning regulations of the Zoning Ordinance applicable to property zoned SF-R, and the City's subdivision ordinance and engineering design criteria in effect on the date the City Council approves this PD (collectively, the "Subdivision Regulations"). In the event of a conflict between any of these documents, this PD shall control.

3.2 A property owners association shall be established and shall be responsible for the ownership and maintenance of all common areas, including all open space areas shown on the Concept Plan.

3.3 The maximum number of single-family residential lots within the Property shall be 350. No more than 50 percent of the maximum number of lots may be Type C lots and at least 15 percent of the lots shall be Type A lots. The remainder of the lots which are not Type A lots or Type C lots shall be Type B lots. The layout for this planned development is shown on the Concept Plan.

3.4 The phasing shown on the Concept Plan is conceptual, and may be modified by the Owner during the development process (both the size of the phase and the order of the phases may be changed).

4.0 Use Regulations

Attachment: Exhibit C PD_Regulations (Wilson Creek Meadows Zoning)

The permitted uses are outlined below:

4.1 The following uses are permitted by right except as otherwise noted:

a. Single-family detached

b. Schools (private or public)

c. Civic

d. Country clubs

e. Golf course and related facilities

f. Marketing and sales centers associated with the development of the Property

g. Temporary construction offices and storage yards associated with development of the Property

h. Public works, including drainage facilities, water wells, and water and wastewater treatment, pumping, storage, and transmission facilities

i. Home occupations, as permitted in the zoning ordinance

j. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space

k. Recreation/Amenity centers, pools, cabana buildings and/or locker/changing rooms

l. Temporary concrete or asphalt batch plants associated with development of the Property

m. Houses of worship

n. Gated communities (by conditional use permit only)

o. Agricultural, including a commercial tree farm

p. All other SF-R single family residential district uses

5.0 Area Regulations

5.1 General Area regulations for residential uses are set forth in the table below, which contains the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

Lot Type	Min. Lot Size (Sq. ft)	Max. Height (Ft.)	Min. Side Yard (Ft.) (6)	Min. Rear Yard (Ft.)	Min. Side Yard/ Corner Lots (Ft.) (6) (7)	Min. Front Yard (Ft.) (3), (5)	Min. Lot Width (Ft.) (1), (2)	Min Lot Depth (Ft.)	Min. Struc-ture Size (Sq. ft.)	Max Lot Coverage (4)
A	8,500	40	7	20	15	25	70	115	1,750	60%
B	7,000	40	5	15	15	20	60	110	1,500	60%
C	5,500	40	5	15	15	20	50	110	1,250	60%

1. The lot widths shall be measured along the arc of the front building line.
2. Lot width may be reduced by 20 percent for lots fronting cul-de-sacs, eyebrows, and inside curves. The minimum lot width is measured at the platted front yard building set back. Each lot shall have a minimum of 30 feet of frontage along the right-of-way.
3. Where front porches are provided, they shall be permitted to encroach a maximum of five feet into the front setback line.
4. Lot coverage is defined as the footprint of the primary residential structure, excluding without limitation patios (covered or uncovered), pools, driveways, sidewalks and other improvements which are not part of an enclosed building.
5. J-swing garages may encroach into the front building line by five feet.
6. The face of a J-swing garage may be located no closer than 20 feet to the side lot line it faces.
7. For street corner lots with a side touching and adjacent to the front yard of a lot behind it, the side yard on the street side of the lot shall be the same width as the adjacent lot minimum required front yard.

6.0 Building Regulations

6.1 Exterior building facades for residential structures shall meet or exceed the requirements outlined in Section 14.05.152 of the Zoning Ordinance except as follows:

1. Building materials shall comply with the applicable requirements in Section 14.05.152 of the Zoning Ordinance, except that cementitious fiberboard may be used on the second story provided it is interrupted by an intersecting roof line or another architectural feature. No other building design, layout or architectural standards of the Zoning Ordinance shall apply to detached single-family residences within the Property.
2. Every detached single-family residence shall have at least two enclosed parking spaces and two spaces on the driveway between the street right-of-way and the front building line.
3. Front facing garage doors with access from the street shall be allowed provided the garage doors are located at or behind the front building line. Additionally, all front facing garage doors must be in line with or behind the front facade of the house.

4. The primary roof pitch for residential building types shall not be less than 6:12 for Type C homes and shall not be less than 8:12 for Type A and B homes. The minimum pitches do not apply to porches, specialty roofs, awnings, dormers, or other similar architectural features.

5. No building shall exceed a height of more than 40 feet, measured at the mid-point between the top plate and the dominant roof ridge.

7.0 Screening Regulations

7.1 Landscape Buffer:

1. A landscape buffer with a minimum width of 20 feet will be required adjacent to right-of-ways of 90 feet in width or greater as shown on the City Thoroughfare Plan at the time this PD is approved. Trees shall be planted at least every 50 feet within the buffer. The developer may install a more natural looking spacing of the required trees as long as the minimum tree count (based on 50-foot spacing) is maintained.

7.2 Screening Fences:

1. For single-family lots siding or backing to thoroughfares, there shall be a minimum six-foot masonry fence. As an alternative, a minimum six-foot decorative metal fence with shrubbery, trees and masonry columns (at a minimum spacing of 80 feet), a living screen, or any combination thereof may be used for screening.

2. Single-family lots backing or siding to open space shall have a minimum five-foot ornamental metal fencing adjacent to the open space area, which shall be installed during home construction and shall not be a condition of subdivision acceptance by the City.

3. An eight foot tall wood board-on-board fence shall be installed on the north boundary line of each of the northern most lots in Phase 3 at the time a home is built on each of those lots. The fence shall be stained and have a wood cap installed on top.

4. No other screening fence requirements shall apply.

8.0 Open Space Regulations

8.1 This section shall satisfy all requirements in 14.03.008 SF-R, single-family residential district for open space dedication, amenities and improvements for the Property.

1. The Wilson Creek Park open space area shall be open to the public. Amenity centers, Common Areas or other amenities shall be privately owned and maintained by the Wilson Creek Meadows Homeowners Association.

2. A minimum of 20 acres (approximately 19 percent of the total planned development acreage), as shown on Exhibit E, Conceptual Open Space and Trail Plan, shall be retained as Open Space. Such open space may be located anywhere on the Property. For the purposes of this Exhibit C, the term “open space” means natural areas, floodplain, areas used for drainage and detention, common areas and parkway and landscape easements. Open space shall be privately owned. Open Space shall not consist of any area platted for residential dwellings or road right-of-way.

3. As shown on Exhibit E, Conceptual Open Space and Trail Plan, approximately 2600 linear feet of six-foot wide concrete trail (the Wilson Creek Trail) shall be built along Wilson Creek in phases as the Property is developed. The trail shall be located on land dedicated to the

Wilson Creek Meadows HOA. At the City's option, within 60 days after the date this PD is approved by the City Council, the City may notify the Owner in writing that the Owner will be required to increase the width of the trail to eight feet, in which case the Owner shall receive a credit against park fees owed for the Property equal to 25 percent of the total cost to construct the trail. The credit shall be fully exhausted prior to the City collecting any park fees in connection with the development of the Property.

4. Park benches will be placed every 600 feet along the trail; however, the benches may be grouped provided the total number of benches shall equal the number based on 600 foot spacing.

5. When a street is adjacent to an open space, a five-foot sidewalk shall be built on the opposite side of the street from the Wilson Creek Trail. The five-foot wide sidewalk referenced above will be built at the time the adjacent home is built by the homebuilder provided it is located in the front-yard or side-yard of a residential lot.

6. The exact location of the trail shown on Exhibit E, Conceptual Open Space and Trail Plan is conceptual and subject to change at the time the final street and lot layout is determined (construction plat). Further, the trail may be built in phases based on the limits of each construction plat.

7. To the extent allowed by state law, an amenity pond will be placed at the north end of the trail (just south of Choate Parkway) provided any governmental agency permits are attainable. The lake shall be equipped with a water fountain or aerator device.

8. All open space areas shall have slope not greater than 4:1, unless they are naturally existing or structurally supported.

9. All open space areas shall be owned and maintained by the HOA.

10. No other amenity requirements listed in Sec. 14.03.008(c)(5) of the SF-R Zoning Ordinance shall be required.

11. This Section 8 shall serve as the exclusive Open Space requirement for this planned development.

9.0 Subdivision Regulations

9.1 Development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Block length – The maximum internal block length shall be 1,200 feet (measured from intersections such as elbows, tees and cross intersections) and shall contain no more than 20 lots on each side of the street. The maximum block length along open space, perimeter property lines or thoroughfares shall be 1500 feet and shall contain no more than 30 lots on one side of the street. Other exceptions to these block length requirements 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.

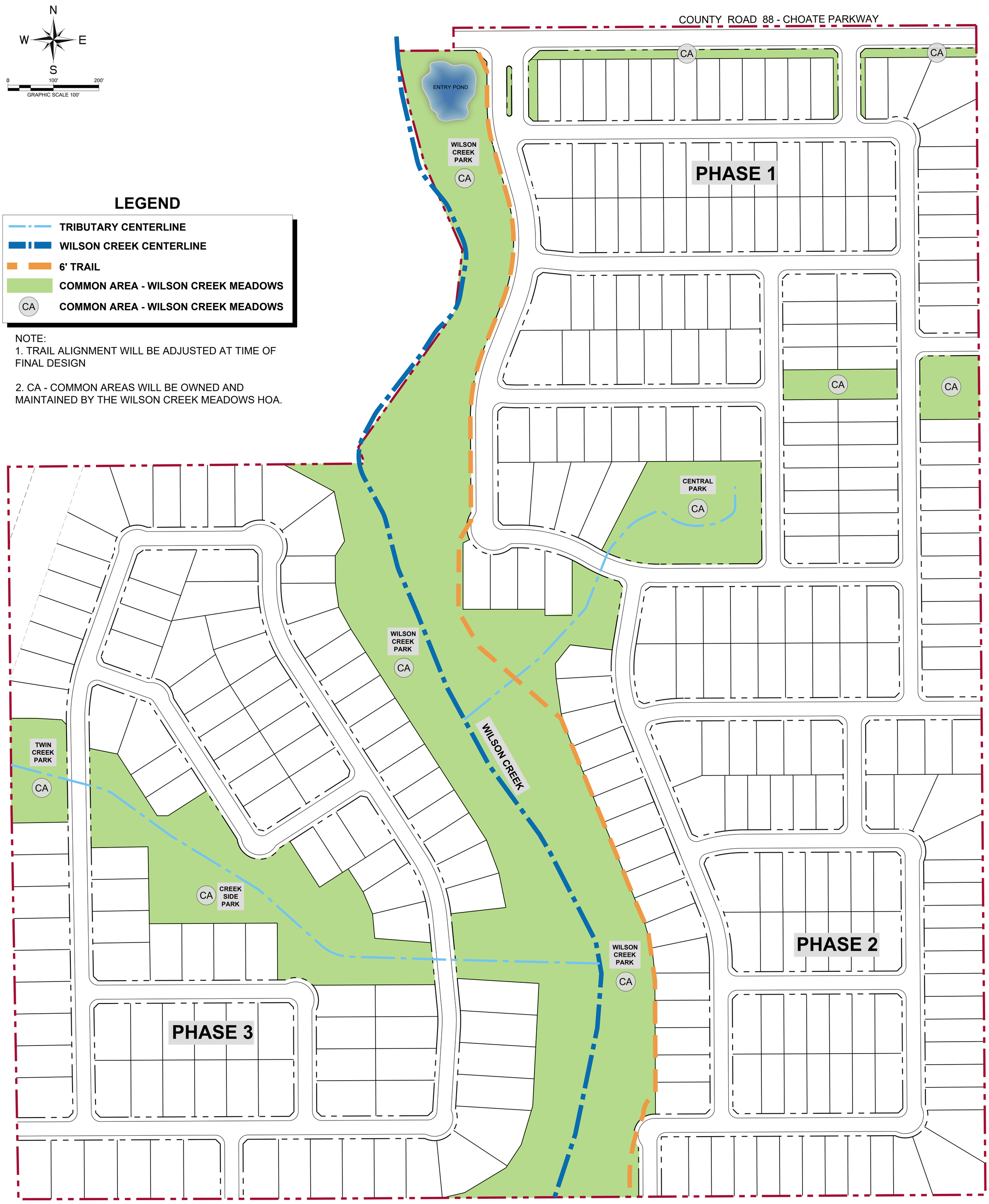
2. Cul-de-Sac Length and Diameter – The maximum cul-de-sac length is 600 feet. The right-of-way "bulb" radius shall be fifty feet and the paving radius shall be 40.5 feet to back of curb.

3. Street Offset – The minimum street offset at street intersections measured centerline of road to centerline of road shall be 125 feet.

4. Temporary Dead End Streets - temporary dead end streets, which are less than or equal to 150 feet in length, are not required to have a temporary turnaround at the end of the street, even if the dead end street has lots facing it.

5. Tree Survey/Tree Credits - Due to the density of existing trees in natural areas being preserved by this planned development, trees located in these natural areas which are being used for preservation credit shall be inventoried for inclusion in Preservation Credits but need not have their exact location shown on the tree survey. Trees in the natural areas which are being used for Preservation Credits shall be tagged to insure no duplication occurs, and the species and size shall be included in the credit table. No other trees in the natural areas are required to be catalogued or location shown on a tree survey. The tree survey and any necessary tree mitigation plan shall be prepared and processed through the city at the time the construction plat is submitted.

6. Plat and GDP Extensions - If requested in writing by the owner or developer of any portion of the Property prior to the expiration date, any approved GDP, construction plat and/or construction plans shall be automatically extended one time for one year. City staff shall provide written confirmation of the one year extension upon receipt of said request from the owner or developer.



LEGEND

- TRIBUTARY CENTERLINE
- WILSON CREEK CENTERLINE
- 6' TRAIL
- COMMON AREA - WILSON CREEK MEADOWS
- (CA) COMMON AREA - WILSON CREEK MEADOWS

NOTE:
1. TRAIL ALIGNMENT WILL BE ADJUSTED AT TIME OF FINAL DESIGN

2. CA - COMMON AREAS WILL BE OWNED AND MAINTAINED BY THE WILSON CREEK MEADOWS HOA.

CONCEPTUAL OPEN SPACE AND TRAIL PLAN - EXHIBIT E
FOR
WILSON CREEK MEADOWS

BEING 105.94 ACRES
OUT OF THE
JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030
AND THE
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
IN THE
CITY OF CELINA, COLLIN COUNTY, TEXAS

OWNER:	DEVELOPER:	ENGINEER/SURVEYOR:
Celina Titus L.L.C. 106 Decker Dr. Suite 310 Irving, TX 75062 Tel: (214) 212-6326 Contact: Terry W. Mitchell	Contrast Development 106 Decker Dr. - Suite 310 Irving, TX 75062 Tel: (214) 212-6326 Contact: Terry W. Mitchell	Kimley»Horn 12750 Genesis Ct. Suite 1000 Dallas, TX 75251 Tel: (972) 770-1300 Contact: Justin S. Christ, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
SG	JSC	JSC	AS SHOWN	MAY 2017	063222900

Attachment: Zoning Exhibit - Exhibit E (Wilson Creek Meadows Zoning)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Stelzer Annexation Public Hearing

Action Requested:
The Celina City Council will conduct two public hearings at 5:00 p.m. and 5:05 p.m. to consider testimony on the proposed annexation of an approximate 15.471 acre tract of land and half of adjacent right-of-way situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas. The property is generally located north of Frontier Parkway to the west of the BNSF Railroad, and on the east side of Prairie Crossing. (Stelzer Annexation) (Liebman)

Background Information:
Below is the anticipated annexation schedule for the property:

~~Tuesday, July 11, 2017 - City Council acts on a resolution to set the public hearing dates;~~
Tuesday, August 8, 2017 - Two separate public hearings are held on the same night (Tuesday, August 8, 2017 at 5:00 p.m. and Tuesday, August 8, 2017 at 5:05 p.m.); and
Tuesday, September 12, 2017 - City Council acts on an ordinance annexing the property

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Property Exhibit

Staff Recommendation:
Staff recommends approval as presented

Attachment: Stelzer Annexation Property Location (Stelzer Annexation)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mary Petty, Petty & Associates, Inc.
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Sutton Fields II Tax Increment Reinvestment Zone Number Four Amendment

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Action Requested:
The Celina City Council will conduct a public hearing to consider testimony on the amendment to Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan and its benefits to the City of Celina and to provide a reasonable opportunity for any owner of property within the Reinvestment Zone to protest the amendment to the Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan generally located at the Northeast corner of FM 1385 and Parvin Road intersection, North of US 380 and within the City of Celina, Texas and as more particularly described by a Metes and Bounds description available at Celina City Hall and available for public inspection. At the Public Hearing any interested person may speak for or against the amendment to the Reinvestment Zone Number Four, City of Celina, Texas, Final Project and Financing Plan. (Sutton Fields II)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mary Petty, Petty & Associates, Inc.
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Sutton Fields II Creating Tax Increment Reinvestment Zone Number Eight

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Action Requested:
The Celina City Council will conduct a public hearing to consider testimony on the creation of a Reinvestment Zone and its benefits to the City of Celina and to provide a reasonable opportunity for any owner of property within the proposed Reinvestment Zone to protest the inclusion of their property within the proposed Reinvestment Zone, which proposed zone consists of approximately 493.439 acres generally located North of Parvin Road, East of FM 1385, South and North of Crutchfield Road, and West of Crutchfield Road as it turns South and Parvin Road as it turns North in the City of Celina, Texas and as more particularly described by a Metes and Bounds description available at Celina City Hall and available for public inspection. At the Public Hearing, any interested person may speak for or against the inclusion of property within the Zone, the creation of the Reinvestment Zone, its boundaries, or the concept of Tax Increment Financing. (Sutton Fields II)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Gabe Johnson, Director of Engineering
CC:	Gabe Johnson, Director of Engineering
Date:	August 8, 2017
Re:	Chalk Hill Memorandum of Understanding

Action Requested:
Consider and act to authorize the city manager to execute a memorandum of understanding (MOU) with the Chalk Hill Development. (Johnson)

Background Information:
City staff and legal council are working with the Chalk Hill Development to serve Phase #1 of the project (40 connections); and that the City is presently designing and preparing to construct an expansion for additional capacity of Downtown Wastewater Treatment plant, anticipated to be completed by the second quarter of 2019. This MOU provides the Chalk Hill Development and their investors of how the area will be served and includes an alternate option for wastewater services at their cost if the completion of the wastewater line to their development has been delayed.

Board Review/Citizen Input:
N/A

Alternatives:
Alternative to include specific language in the development agreement. However, the timing of this MOU will help the developer secure financing to begin the project.

Financial Considerations:
N/A

Legal Review:
Julie Fort is drafting the MOU and will final authorization before the MOU is executed.

Supporting Documents:
MOU

Staff Recommendation:
Approve

MEMORANDUM OF UNDERSTANDING
FOR THE CHALK HILL DEVELOPMENT

THIS MEMORANDUM OF UNDERSTANDING FOR THE CHALK HILL DEVELOPMENT (the "**MOU**") is made and entered into to be effective as of the ___ day of July, 2017 (the "**Effective Date**") by and between ~~CENTURION _____, a Texas limited liability corporation~~CADG Celina 156, LLC, a Texas limited liability company ("**Owner**"), and the CITY OF CELINA, a municipal corporation situated in Collin County, Texas (the "**City**"; the Owner and City are sometimes referred to as the "**~~Party(~~Party (ies)").**

RECITALS:

WHEREAS, Owner owns approximately 156.890 acres in the City limits (the "**Property**") as more particularly described on **Exhibit A** attached hereto and incorporated by reference; and

WHEREAS, both the City and Owner desire the Property to be developed into a residential planned community to be called Chalk Hill (the "**Project**") as generally depicted on **Exhibit B** attached hereto and incorporated herein by reference; and

WHEREAS, the Parties have determined that they have the authority to enter into this MOU, including, but not limited to, the authority granted by Section 43.056(e), Texas Local Government Code, as amended; and

WHEREAS, the Parties acknowledge that the City's Downtown Wastewater Treatment Plant has current capacity to serve a portion of Phase #1 of the Project and the multifamily site, as described herein, and that the City is presently designing and preparing to construct an expansion for additional capacity, anticipated to be completed by the second quarter of 2019; and

WHEREAS, the Parties acknowledge that the Water System and the Wastewater System (as each are defined below) have been made available to the Property in accordance with the Service Plans adopted by Ordinance No. 2015-32 and Ordinance No. 2015-60~~the Parties acknowledge that the Water System and the Wastewater System (as each are defined below) have been made available to the Property in accordance with the Service Plan adopted by Ordinance No. 2010-16 and that development of the Property has not occurred by Owner in the seven-year period since adoption of Ordinance No. 2010-16~~.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner agree as follows:

ARTICLE I
PURPOSE, TERM, CONSIDERATION, AND JURISDICTIONAL STATUS

Section 1.01 Purpose. The purpose of this MOU is to set forth the understanding of the Owner and City relating to (a) the location of, and Owner's ability to connect to, the City's off-site "Water System" (herein so called) and offsite "Wastewater System" (herein so called), and to make

Commented [A1]: This is not correct. PID proper 20 acres, with MF the total development agreement prope acres.

Commented [A2R1]: What is the acerage?

Commented [A3]: This allows the city to provide ital improvement within 2 ½ years after the annexation oc We want the sewer service sooner than that and at a defini

Commented [A4]: A service plan is valid for 10 y ot sure what the ordinance says and why we are limited t years?

Commented [A5R4]: I updated the section to refl latest service plan ordinance

Attachment: Chalk Hill MOU Sewer Service and Capacity v6 (MOU with the Chalk Hill Development for Wastewater Service)

such Water System and Wastewater System fully operational and functional for the Project and all water and sewer utility ~~customersinhabitants and~~customers and residents of the Project.

Section 1.02 Consideration. The covenants of, benefits to, and performances by the Parties set forth in this MOU, plus the mutual promises expressed herein, are good and valuable consideration for this MOU, the sufficiency of which is hereby acknowledged by the Parties.

Section 1.03 Term. The term (as extended, the "**Term**") of this MOU (i) shall initially be three (3) years from and after the approval date ~~that Owner acquires the Property~~of this MOU, (ii) shall be automatically extended for an additional one (1) year period unless the Parties mutually agree in writing not to extend the MOU.

Commented [A6]: Should be from the effective da is agreement, which should be the date the MOU is appr the city.

ARTICLE II
DEVELOPMENT OF THE PROPERTY

Section 2.01 Water System and Service. (a) With respect to the Water System and water service for the Property, the City reasonably expects to have sufficient water supplies to provide to the Property continuous and adequate water service sufficient to meet the service demands of the Project and the Property.

Section 2.02 Wastewater System and Service. With respect to the Wastewater System and service for the Property, the following provisions shall apply:

(i) The City is presently providing Wastewater System capacity for up to ~~thirty~~ fourty (4~~3~~0) connections for single-family residential lots within the Project.

Commented [A7]: Is this enough and is this correc at about the MF site?

Commented [A8R7]: Changed to 40 after discuss th clayton. 40 is pushing the available capacity at the W

(ii) The City intends to construct or caused to be constructed additional Wastewater System capacity and have the wastewater System capacity completed by June 30, 2019, which consists of expansion of the current Downtown Wastewater Treatment Plant from 0.50 mgd to approximately 0.75 mgd (collectively, the "**Offsite Wastewater System Expansion**") which is or will be designed to accept, at a minimum, all wastewater/sanitary sewer discharged from the Property and the ~~Mutlifamily~~Multifamily site at full development based on current anticipated single-family residential use and the multifamily use, consisting of approximately 435 residential lots at full development and multifamily units, of the Property (the "**Maximum Property Discharge**") of the Project. Upon completion of the Offsite Wastewater System Expansion, the City agrees to maintain sufficient capacity in the Offsite Wastewater System Expansion to accept the Maximum Property Discharge from the Property. The approximate location of the Offsite Wastewater System Expansion is generally depicted on **Exhibit B** attached hereto and incorporated herein by reference.

(iii) The Owner is responsible, at Owner's sole cost and expense, which may be reimbursed through a public improvement district,~~expanse~~, for lines and infrastructure improvements needed to connect Owner's Project to the Downtown Wastewater Treatment Plant.

Attachment: Chalk Hill MOU Sewer Service and Capacity v6 (MOU with the Chalk Hill Development for Wastewater Service)

(iv) If the Offsite Wastewater System Expansion has not been completed by the City on or before June 30, 2019, the City will allow Owner to pump and truck haul to a City manhole located in the UTRWD service area up to 300 gallons per day per connection of wastewater/sanitary sewer discharge from the Project for each connection in excess of ~~thirty~~ fourty (4~~3~~0) connections, at the Owner's sole cost and expense, until the Offsite Wastewater System Expansion is complete.

Commented [A9]: Is this enough?

Commented [A10R9]: This is what we have in th lo agreement

Commented [A11]: I thought we were splitting co

Commented [A12R11]: No

ARTICLE III
MISCELLANEOUS

Section 3.01 Recitals. The Recitals contained in this MOU (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this MOU, (c) reflect the final intent of the Parties with regard to the subject matter of this MOU, and (d) constitute a legislative finding by the City Council and City. In the event it becomes necessary to interpret any provision of this MOU, 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 MOU and, but for the intent of the Parties reflected by the Recitals, would not have entered into this MOU.

Section 3.02 Notices. All notices required or contemplated by this MOU (or otherwise given in connection with this MOU) (a "**Notice**") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3rd) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (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) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this **Section 3.02** shall be addressed as follows:

To the City:
City of Celina
142 North Ohio Street
Celina, Texas 75009
Attention: Interim City Manager
Telephone: (972) 283-2682
Facsimile: (972) 382-3736
Email: ~~mforeman@celina-tx.gov~~lvanzant@celina-tx.gov

With a copy to:
Julie Fort
Messer Rockefeller Fort
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414

Email: Julie@txmunicipallaw.com

To the Owner: Mehrdad Moayeadi
CADG Celina 156, LLC
1800 Valley View Lane,
Farmers Branch, Texas

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

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Parties. If any date or any period provided in this MOU ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 3.03 Cooperate. As used in this MOU, the term "cooperate" means that the City will take, to the extent necessary, reasonable action(s) in a timely manner consistent with (a) all applicable rules and regulations to accomplish the objectives and intent of this MOU, (b) accepted sound engineering practices in the area of public works, and (c) good government practices as demonstrated by responsible municipalities in north central Texas.

Section 3.04 Limitations of Agreement. The Parties hereto acknowledge that this Agreement is limited to the matters specifically required herein. City ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, thoroughfare, water and sewer impact fees, park fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to City under any other ordinance, whether now existing or in the future arising.

Section 3.05 Exhibits. The following Exhibits are attached to and incorporated into this MOU and are part of this MOU:

Exhibit A Legal Description and Depiction of the Property
Exhibit B Location of Offsite Wastewater System Expansion

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED by the parties as of the Effective Date first above written.

OWNER:

CADG Celina 156, 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

~~CENTURION _____, a Texas limited liability corporation~~

CITY OF CELINA, TEXAS

By: _____
_____, Interim City Manager

ATTEST:

_____
Vicki Faulkner, City Secretary

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE W.W. SHAWVER SURVEY, ABSTRACT NO. 810, WILLIAM B. TUCKER SURVEY, ABSTRACT NO. 912, G.W. ESTES SURVEY, ABSTRACT NO. 299, AND THE W.H. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS AND BEING ALL OF THE SAME TRACTS OF LAND DESCRIBED IN A DEED TO MOSES HUBBARD OF RECORD IN VOLUME 125, PAGE 220, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING A PART OF THAT SAME TRACT OF LAND DESCRIBED IN A DEED TO MOSES HUBBARD OF RECORD IN VOLUME 29, PAGE 487, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A "60d" NAIL SET FOR CORNER AT THE INTERSECTION OF THE CENTERLINE OF COLLIN COUNTY ROAD NO. 105 WITH THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 289 (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE IN A NORTHERLY DIRECTION ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY THE FOLLOWING COURSES AND DISTANCES:
1) NORTH 13°34'43" EAST, A DISTANCE OF 102.94 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
2) NORTH 10°43'43" EAST, A DISTANCE OF 200.25 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
3) NORTH 02°23'43" EAST, A DISTANCE OF 211.00 FEET TO AN ALUMINUM MONUMENT STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT" HEREINAFTER REFERRED TO AS "TXDOT" MONUMENT;
4) SOUTH 89°02'07" EAST, A DISTANCE OF 53.80 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
5) NORTH 01°06'34" EAST, A DISTANCE OF 99.76 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
6) NORTH 00°04'55" EAST, A DISTANCE OF 85.45 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
7) NORTH 06°55'00" EAST, A DISTANCE OF 300.04 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
8) NORTH 01°05'42" EAST, A DISTANCE OF 255.20 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 11,534.16, A CENTRAL ANGLE OF 05°42'25", AND A CHORD WHICH BEARS NORTH 04°46'18" EAST, A DISTANCE OF 1148.37 FEET;
9) ALONG SAID CURVE AN ARC DISTANCE OF 1148.85 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
10) NORTH 39°06'35" EAST, A DISTANCE OF 38.89 FEET TO A "TXDOT" MONUMENT FOUND FOR CORNER;
11) NORTH 00°04'14" WEST, A DISTANCE OF 15.96 FEET TO A "60d" NAIL SET FOR CORNER AT THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A TRUSTEE'S DEED TO HUGH WELDON O'DELL OF RECORD IN VOLUME 967, PAGE 848, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 88°46'42" EAST ALONG THE SOUTH LINE OF SAID O'DELL TRACT (PROJECTED THROUGH CUT-OUT), A DISTANCE OF 2540.31 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE SOUTHEAST CORNER THEREOF:

THENCE NORTH 00°30'48" EAST ALONG THE EAST LINE OF SAID O'DELL TRACT, A DISTANCE OF 640.81 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE SOUTHWEST CORNER OF A CALLED 29.287 ACRE TRACT OF LAND DESCRIBED IN A TRUSTEE'S DEED TO JEFFERY SCOTT TILLERSON OF RECORD IN VOLUME 2739, PAGE 871, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 89°13'50" EAST ALONG THE SOUTH LINE OF SAID 29.287 ACRE TILLERSON TRACT, A DISTANCE OF 1391.00 FEET TO A 1/2" IRON ROD SET FOR CORNER IN THE WEST LINE OF A CALLED 43.952 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DON MARSHALL TILLERSON OF RECORD IN VOLUME 2739, PAGE 874, DEED RECORDS, COLLIN COUNTY, TEXAS FROM WHICH A 1/2" IRON ROD FOUND FOR REFERENCE BEARS NORTH 89°13'50" WEST, A DISTANCE OF 1.20 FEET;

THENCE SOUTH 00°26'11" WEST ALONG THE WEST LINE OF SAID 43.952 ACRE TILLERSON TRACT AND THE WEST LINE OF A CALLED 11.377 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DON M. TILLERSON ET UX OF RECORD IN VOLUME 1444, PAGE 175, DEED RECORDS, COLLIN COUNTY, TEXAS, RESPECTIVELY, A DISTANCE OF 1391.70 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE SOUTHWEST CORNER THEREOF NEAR THE CENTERLINE OF COLLIN COUNTY ROAD NO. 102, SAID POINT BEING AN ANGLE POINT IN A NORTH LINE OF A CALLED 120.955 ACRE TRACT OF LAND DESCRIBED IN A DEED TO STEWART DAWSON ET UX OF RECORD IN VOLUME 4730, PAGE 1837, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 89°42'29" WEST ALONG AND NEAR THE CENTERLINE OF SAID COUNTY ROAD 102 AND THE NORTH LINE OF SAID 120.955 ACRE TRACT, A DISTANCE OF 551.59 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT AN ANGLE POINT;

THENCE NORTH 89°54'53" WEST CONTINUING ALONG AND NEAR THE CENTERLINE OF SAID COUNTY ROAD 102 AND THE NORTH LINE OF SAID 120.955 ACRE TRACT, A DISTANCE OF 1442.68 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE NORTHWEST CORNER THEREOF;

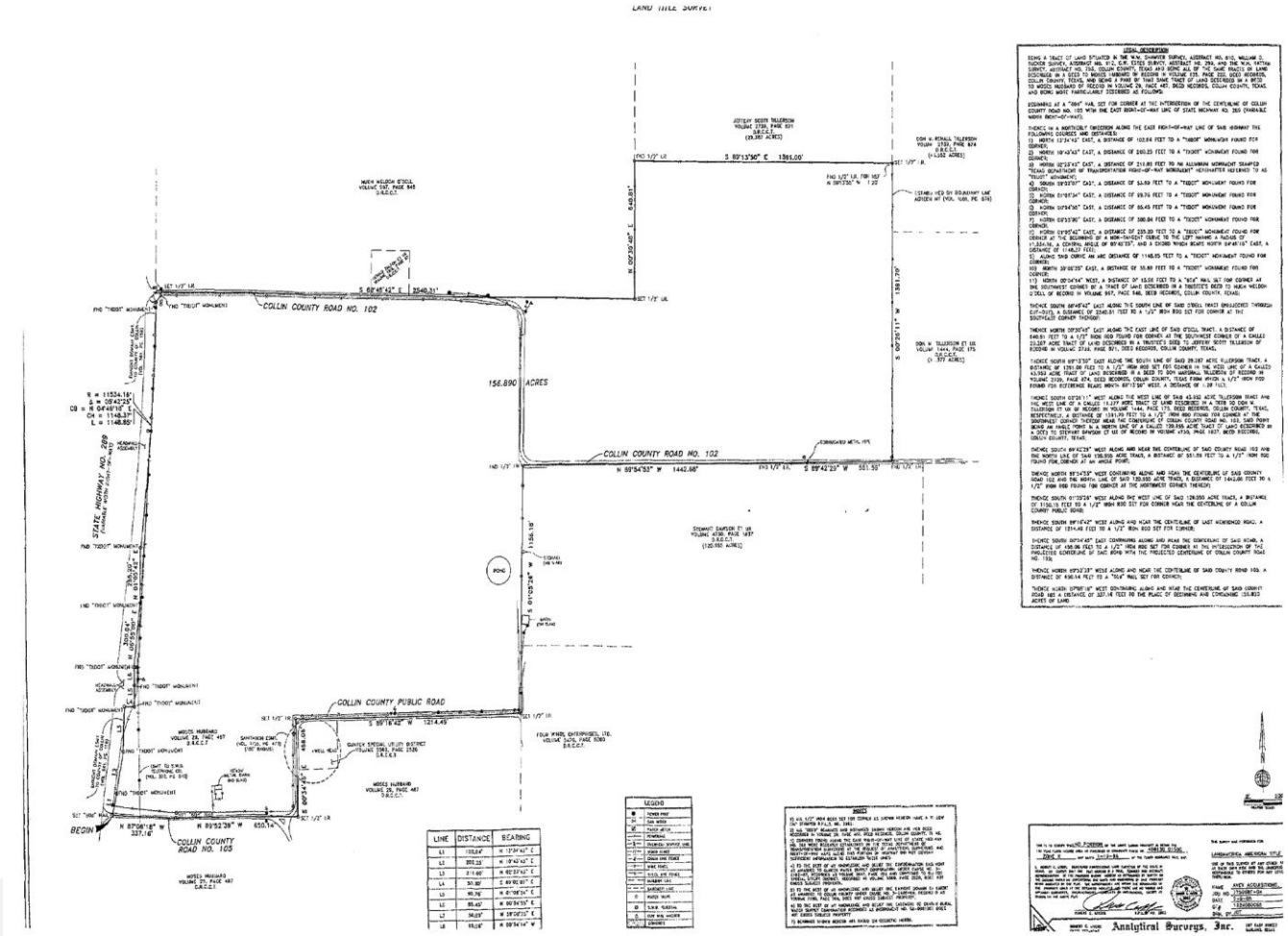
THENCE SOUTH 01°05'26" WEST ALONG THE WEST LINE OF SAID 120.955 ACRE TRACT, A DISTANCE OF 1156.18 FEET TO A 1/2" IRON ROD SET FOR CORNER NEAR THE CENTERLINE OF A COLLIN COUNTY PUBLIC ROAD;

THENCE SOUTH 89°16'42" WEST ALONG AND NEAR THE CENTERLINE OF LAST MENTIONED ROAD, A DISTANCE OF 1214.49 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE SOUTH 00°34'45" EAST CONTINUING ALONG AND NEAR THE CENTERLINE OF SAID ROAD, A DISTANCE OF 458.06 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE INTERSECTION OF THE PROJECTED CENTERLINE OF SAID ROAD WITH THE PROJECTED CENTERLINE OF COLLIN COUNTY ROAD NO. 105;

THENCE NORTH 89°52'39" WEST ALONG AND NEAR THE CENTERLINE OF SAID COUNTY ROAD 105, A DISTANCE OF 650.14 FEET TO A "60d" NAIL SET FOR CORNER;

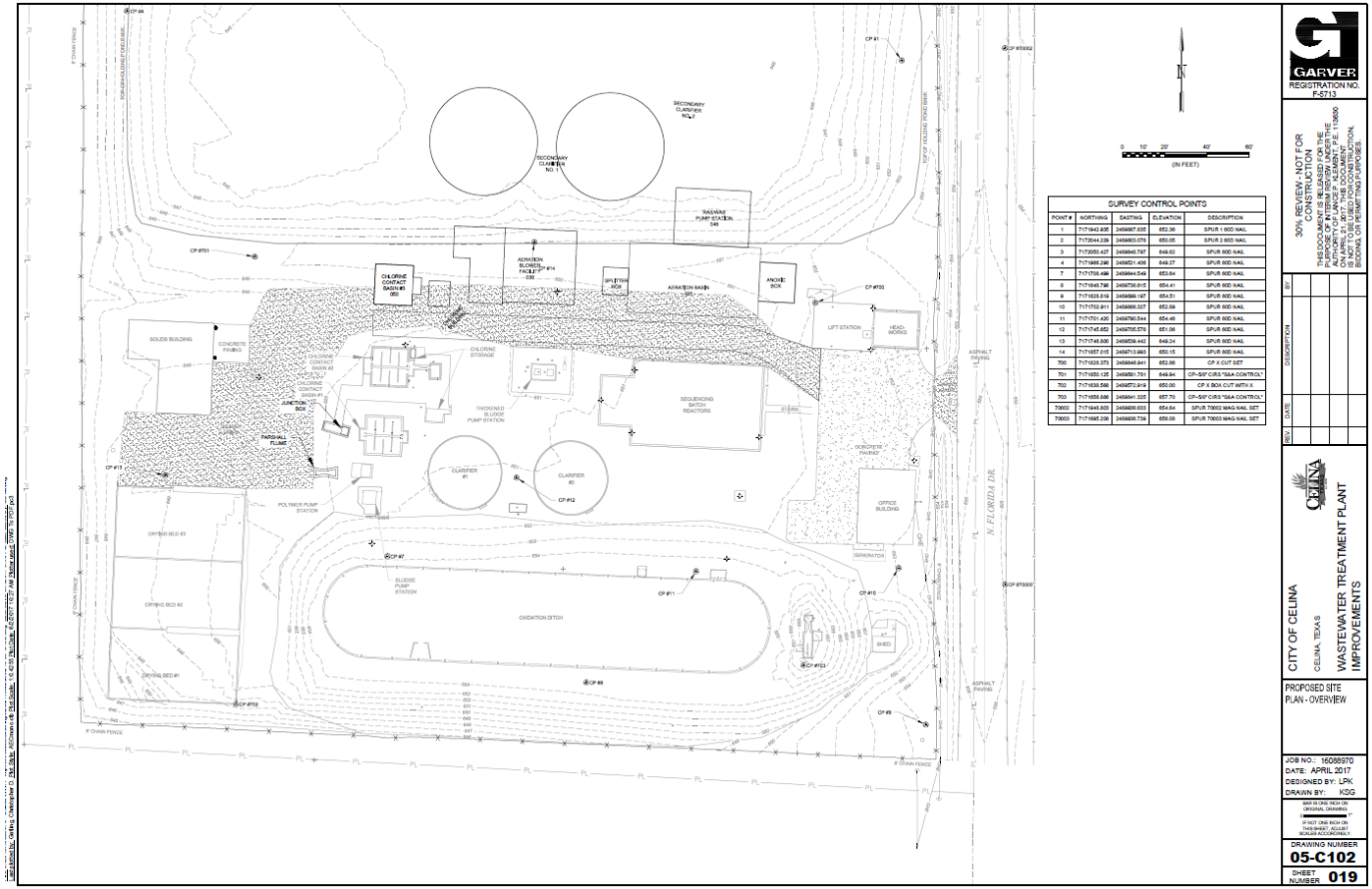
THENCE NORTH 87°08'18" WEST CONTINUING ALONG AND NEAR THE CENTERLINE OF SAID COUNTY ROAD 105 A DISTANCE OF 337.16 FEET TO THE PLACE OF BEGINNING AND CONTAINING 156.890 ACRES OF LAND.



Attachment: Chalk Hill MOU Sewer Service and Capacity v6 (MOU with the Chalk Hill Development for Wastewater Service)

EXHIBIT B

LOCATION OF THE OFFSITE WASTEWATER SYSTEM EXPANSION



Attachment: Chalk Hill MOU Sewer Service and Capacity v6 (MOU with the Chalk Hill Development for

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robyn Miga, Planner
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Chalk Hill Phase 1 Construction Plat

Action Requested:
Consider and act on a Construction Plat for Chalk Hill Phase 1, being ±40.769 acres of land situated in the George W. Eastes Survey, Abstract No. 299, and Wade H. Rattan Survey, Abstract No. 753 in the City of Celina, Collin County, Texas, containing 160 residential lots and four (4) open space lots. The property is generally located south of County Road 102, east of Preston Road, and north of County Road 134, and west of County Road 132. (Chalk Hill Phase 1 Construction Plat) (Liebman)

Background Information:
Staff has reviewed the proposed Construction Plat for Chalk Hill Phase 1 and determined that the outstanding comments are minor in nature and can be addressed prior to scheduling a pre-construction meeting.

Board Review/Citizen Input:
The Planning & Zoning Commission unanimously recommended approval and the June 20, 2017 meeting.

Financial Considerations:
n/a

Legal Review:
The City's land use attorney has reviewed the Construction Plat and has provided a MOU and that precedes this plat agenda item.

Supporting Documents:
Plat Exhibit

Staff Recommendation:
Staff recommends approval pending: Legacy Drive improvements and public access to the point of connection of the existing CR 102 (at eastern termination of Legacy Drive as illustrated on the Construction Plat) shall be required prior to any demolition or removal of access of the existing CR 102. A Right of Entry to construct infrastructure improvements within the right-of-way pending abandonment of the right-of-way with the Final Plat shall be required prior to the preconstruction meeting.

VICINITY MAP 1 " = 2000 '

BUILDING LINE & EASEMENT LAYOUT (TYPICAL)

100 0 100 200 300 Feet

SCALE : 1 " = 100 '

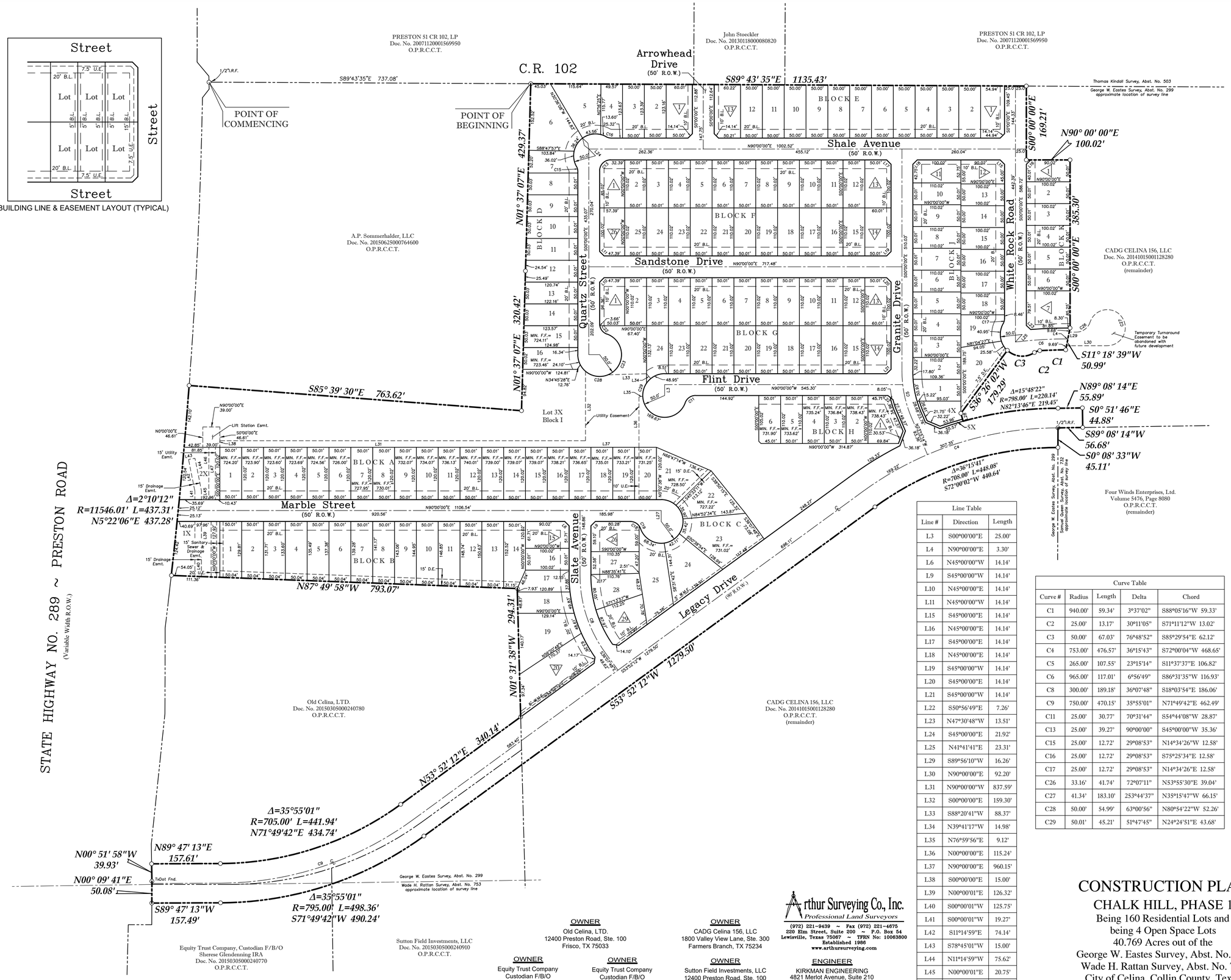
NOTES:

1. Horizontal datum shown is based on Texas State Plane Coordinate System, North Central Zone NAD83 (U.S. Feet) with a combined scale factor of 1.000152710.
2. All corners are 1/2 inch iron rods set with a yellow cap stamped "Arthur Surveying Company", unless otherwise noted.
3. Selling a portion of this addition by metes and bounds is a violation of town ordinance and State law and is subject to fines and withholding of utilities and building permits.
4. It is my opinion that no portion of subject property appears to lie within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community-Panel No. 480130 0020 & 0110 J, present effective date of map, June 2, 2009, herein property situated within Zone "X" (unshaded).
5. The undersigned does hereby covenant and agree that he or she or they shall construct upon the Fire Lane Easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for Fire Lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire appurtenances. The maintenance of paving on the Fire Lane Easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "FIRE LANE, NO PARKING". The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.
6. The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
7. Ownership and maintenance of all open space "X" lots shall be the responsibility of the Home Owner's Association (HOA).
8. The Home Owner's Association (HOA) shall be solely responsible for the maintenance of the storm water detention system and storm drainage system in common area lots. The HOA shall further hold the City of Celina harmless from any damages to persons, to the owner's lot or any lot arising from such maintenance responsibility. The detention easement shown hereunder shall not create any affirmative duty to the City to repair, maintain, or correct any condition that exists or occurs due to the natural flow of storm water runoff including but not limited to, storm water overflow, bank erosion and sloughing, loss of vegetation and trees, bank subsidence and interference with structures, the City retains the right to enter upon these easements for public purposes.
9. Subdivision Phasing Note: Phase 1 constructions is anticipated to begin in Fall of 2017. Dedication of all phase 1 rights-of-ways and street improvements are anticipated in late 2017/early 2018. The dedication of rights-of-ways and street improvements in phase 2 are anticipated in 2019.

LEGEND:

MON. - MONUMENT
I.R.S. - IRON ROD SET
I.R.F. - IRON ROD FOUND
FND. - FOUND
TX.DOT. - TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT
ROW - RIGHT-OF-WAY
CM - CONTROL MONUMENT
POB - POINT OF BEGINNING
B.L. - BUILDING LINE
D.E. - DRAINAGE EASEMENT
U.E. - UTILITY EASEMENT
W.M.E. - WALL MAINTENANCE EASEMENT
A.S.C. - ARTHUR SURVEYING COMPANY
D.R.C.C.T. - DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. - PLAT RECORDS, COLLIN COUNTY, TEXAS
CL - CENTER LINE

○ - 1/2" IRON ROD SET CAPPED "ASC" UNLESS OTHERWISE DENOTED
△ - INDICATES ORIENTATION OF CORNER LOT
◇ - STREET NAME CHANGE



Line Table		
Line #	Direction	Length
L3	S00°00'00"E	25.00'
L4	N90°00'00"E	3.30'
L6	N45°00'00"W	14.14'
L9	S45°00'00"W	14.14'
L10	N45°00'00"E	14.14'
L11	N45°00'00"W	14.14'
L15	S45°00'00"E	14.14'
L16	N45°00'00"E	14.14'
L17	S45°00'00"E	14.14'
L18	N45°00'00"E	14.14'
L19	S45°00'00"W	14.14'
L20	S45°00'00"E	14.14'
L21	S45°00'00"W	14.14'
L22	S50°56'49"E	7.26'
L23	N47°30'48"W	13.51'
L24	S45°00'00"E	21.92'
L25	N41°41'41"E	23.31'
L29	S89°56'10"W	16.26'
L30	N90°00'00"E	92.20'
L31	N90°00'00"W	837.59'
L32	S00°00'00"E	159.30'
L33	S88°20'41"W	88.37'
L34	N39°41'17"W	14.98'
L35	N76°59'56"E	9.12'
L36	N00°00'00"E	115.24'
L37	N90°00'00"E	960.15'
L38	S00°00'00"E	15.00'
L39	N00°00'01"E	126.32'
L40	S00°00'01"W	125.75'
L41	S00°00'01"W	19.27'
L42	S11°14'59"E	74.14'
L43	S78°45'01"W	15.00'
L44	N11°14'59"W	75.62'
L45	N00°00'01"E	20.75'
L46	S00°09'32"W	120.02'
L47	S00°09'32"W	120.02'

Curve Table				
Curve #	Radius	Length	Delta	Chord
C1	940.00'	59.34'	3°37'02"	S88°05'16"W 59.33'
C2	25.00'	13.17'	30°11'05"	S71°11'12"W 13.02'
C3	50.00'	67.03'	76°48'52"	S85°29'54"E 62.12'
C4	753.00'	476.57'	36°15'43"	S72°00'04"W 468.65'
C5	265.00'	107.55'	23°15'14"	S11°37'37"E 106.82'
C6	965.00'	117.01'	6°56'49"	S86°31'35"W 116.93'
C8	300.00'	189.18'	36°07'48"	S18°03'54"E 186.06'
C9	750.00'	470.15'	35°55'01"	N71°49'42"E 462.49'
C11	25.00'	30.77'	70°31'44"	S54°44'08"W 28.87'
C13	25.00'	39.27'	90°00'00"	S45°00'00"W 35.36'
C15	25.00'	12.72'	29°08'53"	N14°34'26"W 12.58'
C16	25.00'	12.72'	29°08'53"	S75°25'34"E 12.58'
C17	25.00'	12.72'	29°08'53"	N14°34'26"E 12.58'
C26	33.16'	41.74'	72°07'11"	N53°55'30"E 39.04'
C27	41.34'	183.10'	253°44'37"	N35°15'47"W 66.15'
C28	50.00'	54.99'	63°00'56"	N80°54'22"W 52.26'
C29	50.01'	45.21'	51°47'45"	N24°24'51"E 43.68'

OWNER
Old Celina, LTD.
12400 Preston Road, Ste. 100
Frisco, TX 75033

OWNER
CADG Celina 156, LLC
1800 Valley View Lane, Ste. 300
Farmers Branch, TX 75234

OWNER
Equity Trust Company
Custodian F/B/O
Rex Glendenning IRA
12400 Preston Road, Ste. 100
Frisco, TX 75033

OWNER
Equity Trust Company
Custodian F/B/O
Sherese Glendenning IRA
12400 Preston Road, Ste. 100
Frisco, TX 75033

OWNER
Sutton Field Investments, LLC
12400 Preston Road, Ste. 100
Frisco, TX 75033

Arthur Surveying Co., Inc.
Professional Land Surveyors
(972) 221-9439 ~ Fax (972) 221-4675
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 75067 ~ TFRN No: 10063800
Established 1986
www.arthursurveying.com

ENGINEER
KIRKMAN ENGINEERING
4821 Merlot Avenue, Suite 210
Grapevine, TX 76051
Phone: (817) 488-4960
Contact: Patrick Filson

CONSTRUCTION PLAT

CHALK HILL, PHASE 1

Being 160 Residential Lots and
being 4 Open Space Lots
40.769 Acres out of the
George W. Eastes Survey, Abst. No. 299
Wade H. Rattan Survey, Abst. No. 753
City of Celina, Collin County, Texas

-- 2017 --

Sheet 1/2

DRAWN BY: Jav DATE: 01/27/17 SCALE: 1"=100' CHECKED BY: D.L.A. ASC NO.: 1508443-3

Attachment: 1508443-3_construction plat 6-1-17 (Chalk Hill Phase 1 Construction Plat)

State of Texas §
§ Owner's Certificate and Dedication
County of Collin §

WHEREAS CADG CELINA 156, LLC, OLD CELINA, LTD., SUTTON FIELD INVESTMENTS, LLC, EQUITY TRUST COMPANY Custodian F/B/O Rex Glendenning IRA, AND EQUITY TRUST COMPANY Custodian F/B/O Sherese Glendenning IRA, are the owners of all those lots, tracts or parcels of land situated in the George W. Eastes Survey, Abstract Number 299 and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to CADG CELINA 156, LLC, recorded under Document Number 20141015001128280, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Sutton Field Investments, LLC, recorded under Document Number 20150305000240910, Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Equity Trust Company, Custodian F/B/O Sherese Glendenning IRA, recorded under Document Number 20150305000240770 of the Official Public Records of Collin County, Texas, being a part of that certain tract of land described by deed to Old Celina, LTD., recorded under Document Number 20150305000240780 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most northwest corner of a tract of land described to A.P. Sommerhalder, LLC, by deed recorded in document number 20150625000764600, Deed Records, Collin County, Texas, and the southwest corner of that certain tract of land described by deed to Preston 51 CR 102, LP, recorded under Document Number 20071120001569950 of the Official Public Records of Collin County, Texas, and being in the east line of State Highway No. 289, also known as Preston Road, having a variable width right-of-way, and being within County Road 102;

THENCE South 89 degrees 43 minutes 35 seconds East, within said County Road 102 and with the north line of said A. P. Sommerhalder tract and the south line of said Preston 51 CR 102 tract, a distance of 737.08 feet to a 1/2 inch iron rod with a yellow cap stamped *"ARTHUR SURVEYING COMPANY" (ASC)* set for corner, being the POINT OF BEGINNING;

THENCE South 89 degrees 43 minutes 35 seconds East, continuing within said County Road 102, a distance of 1135.43 feet to a 1/2 inch iron rod with a yellow cap stamped *"ASC"* set for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, within said CADG Celina 156 tract, a distance of 169.21 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, continuing within said CADG Celina 156 tract, a distance of 100.02 feet to a 1/2 inch iron rod with a yellow cap stamped *"ASC"* set for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, continuing within said CADG Celina 156 tract, a distance of 385.30 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE South 11 degrees 18 minutes 39 seconds West, continuing within said CADG Celina 156 tract, a distance of 50.99 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner, being at the beginning of a non-tangent curve to the left having a radius of 940.00 feet, with a delta angle of 03 degrees 37 minutes 02 seconds, whose chord bears South 88 degrees 05 minutes 16 seconds West, a distance of 59.33 feet;

THENCE continuing within said CADG Celina 156 tract and with said curve, an arc length of 59.34 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner, being at the beginning of a curve to the left with a radius of 25.00 feet, with a delta angle of 30 degrees 11 minutes 05 seconds, whose chord bears South 71 degrees 11 minutes 12 seconds West, a distance of 13.02 feet;

THENCE continuing within said CADG Celina 156 tract and with said curve, an arc length of 13.17 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner, being at the beginning of a reverse curve to the right having a radius of 50.00 feet, with a delta angle of 76 degrees 48 minutes 52 seconds, whose chord bears North 85 degrees 29 minutes 54 seconds West, a distance of 62.12 feet;

THENCE continuing within said CADG Celina 156 tract and with said curve, an arc length of 67.03 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE South 36 degrees 26 minutes 02 seconds West, continuing within said CADG Celina 156 tract, a distance of 179.29 feet to a 1/2 inch iron rod with a yellow cap stamped *"ASC"* set for corner;

THENCE South 15 degrees 40 minutes 25 seconds East, continuing within said CADG Celina 156 tract, a distance of 18.78 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner, being at the beginning of a non-tangent curve to the right having a radius of 798.00 feet, with a delta angle of 15 degrees 48 minutes 22 seconds, whose chord bears North 82 degrees 13 minutes 46 seconds East, a distance of 219.45 feet;

THENCE continuing within said CADG Celina 156 tract and with said curve, an arc length of 220.14 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE North 89 degrees 08 minutes 14 Seconds East, continuing within said CADG Celina 156 tract, a distance of 55.89 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE South 00 degrees 51 minutes 46 seconds East, continuing within said CADG Celina 156 tract, a distance of 44.88 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner in the north line of a tract of land described by deed to Four Winds Enterprises, Ltd., recorded in Volume 5476, Page 8080, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 08 minutes 14 seconds West, with the north line of said Four Winds Enterprises, Ltd. tract, a distance of 56.68 feet to a 1/2 inch iron rod found for the northwest corner of said Four Winds Enterprises, Ltd. tract;

THENCE South 00 degrees 08 minutes 33 seconds West, with the west line of said Four Winds Enterprises, Ltd. tract, a distance of 45.11 feet to to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner in the west line thereof, and at the beginning of a curve to the left having a radius of 708.00 feet, with a delta angle of 36 degrees 15 minutes 41 seconds, whose chord bears South 72 degrees 00 minutes 02 seconds West, a distance of 440.64 feet;

THENCE continuing within said CADG Celina 156 tract and with said curve, an arc length of 448.08 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE South 53 degrees 52 minutes 12 seconds West, continuing within said CADG Celina 156 tract and within said Sutton Field Investments tract, a distance of 1279.50 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner, being at the beginning of a curve to the right having a radius of 795.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears South 71 degrees 49 minutes 42 seconds West, a distance of 490.24 feet;

THENCE continuing within said Sutton Field Investments tract and within said Equity Trust Company tract, and with said curve, an arc length of 498.36 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE South 89 degrees 47 minutes 13 seconds West, continuing within said Equity Trust tract, a distance of 157.49 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner in the east line of said Preston Road;

THENCE North 00 degrees 09 minutes 41 seconds East, with the east line of said Preston Road, a distance of 50.08 feet to a Texas Department of Transportation Monument (TxDot Mon.) found for corner;

THENCE North 00 degrees 51 minutes 58 seconds West, continuing with the east line of said Preston Road, a distance of 39.93 feet to a 1/2 inch iron rod with a yellow cap stamped *"ASC"* set for corner;

THENCE North 89 degrees 47 minutes 13 seconds East, within said Old Celina tract, a distance of 157.61 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner, being at the beginning of a curve to the left having a radius of 705.00 feet, with a delta angle of 35 degrees 55 minutes 01 second, whose chord bears North 71 degrees 49 minutes 42 seconds East, a distance of 434.74 feet;

THENCE continuing within said Old Celina tract and with said curve, an arc length of 441.94 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE North 53 degrees 52 minutes 12 seconds East, continuing within said Old Celina tract and within said CADG Celina 156 tract, a distance of 340.14 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE North 01 degrees 31 minutes 38 seconds West, continuing within said CADG Celina 156 tract, a distance of 294.31 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner;

THENCE North 87 degrees 49 minutes 58 seconds West, continuing within said CADG Celina 156 tract, a distance of 79.07 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner in the east line of said Preston Road, lying in a curve to the left having a radius of 11546.01 feet, with a delta angle of 02 degrees 10 minutes 12 seconds, whose chord bears North 05 degrees 22 minutes 06 seconds East, a distance of 437.28 feet;

THENCE continuing with the east line of said Preston Road and with said curve, an arc length of 437.31 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for the westernmost northwest corner of said CADG Celina 156 tract and the southwest corner of said A.P. Sommerhalder, LLC tract;

THENCE South 85 degrees 39 minutes 30 seconds East, with the westernmost north line of said CADG Celina 156 tract and the south line of said A.P. Sommerhalder, LLC. tract, a distance of 763.62 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for the southeast corner of said A.P.Sommerhalder, LLC. tract and an interior corner of said CADG Celina 156 tract;

THENCE North 01 degrees 37 minutes 07 seconds West, with the northernmost west line of said CADG Celina 156 tract and the east line of said A.P. Sommerhalder, LLC. tract, a distance of 320.42 feet to a 1/2 inch iron rod with a yellow cap stamped *".ASC"* set for corner in the east line of said A.P. Somerhalder LLC tract;

THENCE North 01 degrees 37 minutes 07 seconds East, with the east line of said A.P. Sommerhalder, LLC tract, a distance of 429.37 feet to the **POINT OF BEGINNING**, and containing 40.769 acres of land, more or less, and being subject to any and all easements that may affect.

NOW, therefore, know all men by these presents:

THAT CADG CELINA 156, LLC, OLD CELINA, LTD., SUTTON FIELD INVESTMENTS, LLC, EQUITY TRUST COMPANY Custodian F/B/O Rex Glendenning IRA, AND EQUITY TRUST COMPANY Custodian F/B/O Sherese Glendenning IRA, acting herein by and through its duly authorized officers, do hereby certify and adopt this plat designating the herein above described property as **CHALK HILL, PHASE I**, and do hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the city council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2017.

CADG CELINA 156, LLC

By: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2017

_____
Notary Public in and for the State of Texas

OLD CELINA, LTD.,
a Texas limited partnership

By: Rex Management, LLC,
a Texas limited liability company
Its General Partner

By: _____
Name: Rex Glendenning, President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Rex Glendenning, the President of Rex Management, LLC, the General Partner of Old Celina, Ltd., a Texas limited partnership on behalf of said partnership.

_____
Notary Public, State of Texas

EQUITY TRUST COMPANY,
Custodian F/B/O Rex Glendenning IRA

By: _____
Name: Rex Glendenning, Beneficiary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Rex Glendenning, Beneficiary of Equity Trust Company, Custodian F/B/O Rex Glendenning IRA on behalf of said entity.

_____
Notary Public, State of Texas

EQUITY TRUST COMPANY,
Custodian F/B/O Sherese Glendenning IRA

By: _____
Name: Sherese Glendenning, Beneficiary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Sherese Glendenning, Beneficiary of Equity Trust Company, Custodian F/B/O Sherese Glendenning IRA on behalf of said entity.

_____
Notary Public, State of Texas

SUTTON FIELD INVESTMENTS, LLC,
a Texas limited liability company

By: _____
Name: Rex Glendenning, Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Rex Glendenning, Manager of Sutton Field Investments, LLC, a Texas limited liability company on behalf of said entity.

_____
Notary Public, State of Texas

State of Texas §
County of Denton §

That I, J. R. January, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "SET" were properly placed under my supervision in accordance with the subdivision ordinance of the City of Celina, Texas.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 5/16/2017

_____
J. R. January, R.P.L.S.
Number 5382

State of Texas §
County of Denton §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared J. R. January, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2017.

_____
Notary Public in and for the State of Texas

PROPERTY LOCATION STATEMENT:

This property is located in the corporate limits of the City of Celina, Collin County, Texas.

_____ _____
Signature of Mayor Date of Approval

ATTEST:

_____ _____
City Secretary Date

CERTIFICATE OF APPROVAL

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

Recommended by: Planning and Zoning Commission
City of Celina, Texas

_____ _____
Signature of Chairperson Date of Recommendation

Approved by: City Council
City of Celina, Texas

_____ _____
Signature of Mayor Date of Approval

ATTEST:

_____ _____
City Secretary Date

Lot and Block Analysis			
Lot	Block	Square Feet	Acreage
1	A	9,664	0.222
2	A	7,959	0.183
3	A	7,503	0.172
4	A	7,503	0.172
5	A	7,491	0.172
6	A	8,673	0.199
7	A	15,396	0.353
8	A	9,187	0.211
9	A	8,357	0.192
10	A	8,976	0.206
11	A	8,183	0.188
12	A	8,789	0.202
13	A	6,013	0.138
14	A	6,032	0.138
15	A	6,052	0.139
16	A	6,072	0.139
17	A	6,092	0.140
1	B	9,985	0.229
2	B	8,128	0.187
3	B	8,128	0.187
4	B	9,326	0.214
5	B	7,468	0.171
6	B	6,002	0.138
7	B	6,002	0.138
8	B	6,016	0.138
9	B	6,182	0.142
10	B	9,674	0.222
11	B	9,674	0.222
12	B	9,674	0.222
13	B	9,674	0.222
14	B	9,674	0.222
15	B	9,674	0.222
16	B	9,674	0.222
17	B	9,674	0.222
18	B	9,674	0.222
19	B	9,674	0.222
20	B	9,674	0.222
1	C	9,662	0.222
2	C	6,002	0.138
3	C	6,002	0.138
4	C	8,392	0.193
5	C	6,281	0.144
6	C	7,493	0.172
7	C	7,557	0.173
8	C	6,002	0.138
9	C	6,002	0.138
10	C	6,002	0.138
11	C	6,002	0.138
12	C	6,002	0.138
13	C	6,002	0.138
14	C	6,002	0.138
15	C	7,153	0.164
16	C	8,716	0.200
17	C	7,511	0.172
18	C	7,509	0.172
19	C	7,508	0.172
20	C	7,506	0.172
21	C	7,504	0.172
22	C	7,969	0.183
23	C	8,806	0.202
24	C	8,048	0.185
25	C	8,701	0.200
26	C	9,500	0.218
27	C	12,155	0.279
28	C	10,995	0.252
1	D	9,902	0.227
2	D	9,008	0.207
3	D	7,508	0.172
4	D	12,358	0.284
5	D	12,446	0.286
6	D	6,240	0.143
7	D	6,018	0.138
8	D	6,007	0.138
9	D	7,093	0.163
10	D	7,186	0.165
11	D	6,602	0.152
12	D	6,602	0.152
13	D	6,602	0.152
14	D	6,602	0.152
15	D	6,602	0.152
16	D	6,602	0.152
17	D	6,602	0.152
18	D	7,183	0.165
19	D	8,709	0.200
20	D	7,503	0.172
21	D	7,503	0.172

Lot and Block Analysis			
Lot	Block	Square Feet	Acreage
1	E	7,939	0.182
2	E	6,122	0.141
3	E	6,122	0.141
4	E	6,122	0.141
5	E	6,122	0.141
6	E	6,122	0.141
7	E	6,122	0.141
8	E	6,122	0.141
9	E	6,122	0.141
10	E	6,122	0.141
11	E	6,122	0.141
12	E	7,153	0.164
13	E	7,153	0.164
14	E	6,122	0.141
15	E	6,122	0.141
16	E	6,122	0.141
17	E	6,122	0.141
18	E	6,122	0.141
19	E	6,122	0.141
20	E	6,122	0.141
21	E	6,122	0.141
22	E	6,122	0.141
23	E	6,122	0.141
24	E	8,333	0.191
1	F	7,296	0.167
2	F	6,752	0.155
3	F	6,752	0.155
4	F	6,752	0.155
5	F	6,752	0.155
6	F	6,752	0.155
7	F	6,752	0.155
8	F	6,752	0.155
9	F	6,752	0.155
10	F	6,743	0.155
11	F	8,193	0.188
12	F	18,436	0.423
13	F	7,238	0.166
14	F	6,000	0.138
15	F	5,999	0.138
16	F	5,999	0.138
17	F	5,998	0.138
18	F	5,998	0.138
19	F	5,997	0.138
20	F	5,997	0.138
21	F	5,997	0.138
22	F	5,996	0.138
23	F	5,996	0.138
24	F	5,995	0.138
25	F	7,144	0.164
1	G	7,538	0.173
2	G	7,489	0.172
3	G	7,613	0.175
4	G	7,830	0.180
5	G	7,503	0.172
6	G	7,503	0.172
7	G	7,937	0.182
8	G	8,703	0.200
9	G	8,703	0.200
10	G	7,851	0.180
11	G	7,602	0.175
12	G	7,503	0.172
13	G	7,938	0.182
14	G	7,498	0.172
15	G	7,392	0.170
16	G	7,595	0.174
17X	G	176,702	4.057
18X	G	1,564	0.036
1	H	10,726	0.246
2	H	8,714	0.200
3	H	8,748	0.201
4	H	9,014	0.207
5	H	8,285	0.190
6	H	8,695	0.200
7	H	7,959	0.183
8	H	7,929	0.182
9	H	7,899	0.181

OWNER
Old Celina, LTD.
12400 Preston Road, Ste. 100
Frisco, TX 75033

OWNER
CADG Celina 156, LLC
1800 Valley View Lane, Ste. 300
Farmers Branch, TX 75234

OWNER
Equity Trust Company
Custodian F/B/O
Rex Glendenning IRA
12400 Preston Road, Ste. 100
Frisco, TX 75033

OWNER
Equity Trust Company
Custodian F/B/O
Sherese Glendenning IRA
12400 Preston Road, Ste. 100
Frisco, TX 75033

OWNER
Sutton Field Investments, LLC
12400 Preston Road, Ste. 100
Frisco, TX 75033

ENGINEER
KIRKMAN ENGINEERING
4821 Merlot Avenue, Suite 210
Grapevine, TX 76051
Phone: (817) 488-4960
Contact: Patrick Filson

Arthur Surveying Co., Inc.
Professional Land Surveyors
(972) 221-9430 ~ Fax (972) 221-4675
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 75067 ~ TFRN No: 10063800
Established 1986
www.arthursurveying.com

CONSTRUCTION PLAT
CHALK HILL, PHASE 1
Being 160 Residential Lots and
being 4 Open Space Lots
40.769 Acres out of the
George W. Eastes Survey, Abst. No. 299
Wade H. Rattan Survey, Abst. No. 753
City of Celina, Collin County, Texas
-- 2017 --

Shee 2/2

DRAWN BY: Jav DATE: 01/27/17 SCALE: 1"=100' CHECKED BY: D.L.A. ASC NO.: 1508443-

Attachment: 1508443-3. construction plat 6-1-17 (Chalk Hill Phase 1 Construction Plat)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Creeks of Legacy Phase 2C Final Plat

Action Requested:
Consider and act upon a Final Plat for Creeks of Legacy Phase 2C, being a ±22.986 acre tract of land situated in the WM Davenport Survey, Abstract No. 262, and the F.D. Gary Survey, Abstract No. 361, City of Celina, Collin County, Texas. The property is generally located north of Frontier Parkway, west of Doe Branch Boulevard, east of CR 6 and south of Clear Creek Parkway. (Creeks of Legacy Phase 2C Final Plat) (Liebman)

Background Information:
Staff has reviewed the proposed Final Plat for Creeks of Legacy Phase 2C and determined that it meets all requirements, however, the plat will not be filed until final acceptance from the Planning and Engineering Departments.

Board Review/Citizen Input:
The Planning & Zoning Commission unanimously approved the Final Plat at the Special Called July 10, 2017 meeting.

Alternatives:
n/a

Financial Considerations:
n/a

Legal Review:
n/a

Supporting Documents:
Plat Exhibit

Staff Recommendation:
Staff recommends approval as presented, however, the plat will not be filed until final acceptace has been issued.

LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS AND BEING THE REMAINDER OF THAT TRACT OF LAND DESCRIBED BY DEED TO FIRST TEXAS HOMES, INC., RECORDED IN INSTRUMENT NUMBER 20182500090B100, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO CADG FRONTIER 192, LLC., RECORDED IN INSTRUMENT NUMBER 20130909001267570, SAID OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHEAST CORNER OF LOT 4, BLOCK W, CREEKS OF LEGACY PHASE 1C, AN ADDITION TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20160304010000960, SAID OFFICIAL PUBLIC RECORDS AND BEING IN THE WEST RIGHT-OF-WAY LINE OF DOE BRANCH BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY), THE BEGINNING OF A CURVE TO THE RIGHT:

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

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 517.72 FEET, THROUGH A CENTRAL ANGLE OF 16° 47'31", HAVING A RADIUS OF 1766.50 FEET, THE LONG CHORD WHICH BEARS S 10° 16'49"E, 515.87 FEET, TO A PK NAIL WITH SHINER STAMPED "PELOTON" SET:

S 01° 53'04"E, 45.41 FEET, TO A PK NAIL WITH SHINER STAMPED "PELOTON" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT:

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 279.14 FEET, THROUGH A CENTRAL ANGLE OF 38° 51'00", HAVING A RADIUS OF 411.67 FEET, THE LONG CHORD WHICH BEARS S 16° 15'05"W, 273.82 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 35° 40'35"W, 83.44 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT:

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 19.11 FEET, THROUGH A CENTRAL ANGLE OF 02° 00'56", HAVING A RADIUS OF 543.30 FEET, THE LONG CHORD WHICH BEARS S 34° 40'06"W, 19.11 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTH EAST CORNER OF LOT 9, BLOCK A, CREEKS OF LEGACY MODEL PARK, AN ADDITION TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20160201010000320, SAID OFFICIAL PUBLIC RECORDS:

THENCE DEPARTING SAID RIGHT-OF-WAY LINE WITH THE NORTH AND EAST LINES OF SAID MODEL PARK THE FOLLOWING COURSES AND DISTANCES:

N 83° 23'49"W, 143.68 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 71° 27'06"W, 133.69 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 48° 29'39"W, 21.57 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 11° 47'22"E, 102.00 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 11.86 FEET, THROUGH A CENTRAL ANGLE OF 01° 45'52", HAVING A RADIUS OF 385.00 FEET, THE LONG CHORD WHICH BEARS S 77° 19'42"W, 11.86 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT:

WITH SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 11.18 FEET, THROUGH A CENTRAL ANGLE OF 61° 01'41", HAVING A RADIUS OF 10.50 FEET, THE LONG CHORD WHICH BEARS N 73° 02'23"W, 10.66 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT:

WITH SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 108.78 FEET, THROUGH A CENTRAL ANGLE OF 124° 39'25", HAVING A RADIUS OF 50.00 FEET, THE LONG CHORD WHICH BEARS S 75° 08'45"W, 88.56 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

N 77° 10'57"W, 29.63 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 57° 37'25"W, 118.36 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 00° 41'44"E, 138.20 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHWEST CORNER OF SAID MODEL PARK AND BEING IN THE SOUTH LINE OF SAID CADG FRONTIER 192 TRACT AND THE NORTH LINE OF THAT (1.198 ACRE) TRACT OF LAND DESCRIBED BY DEED TO CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701570, SAID OFFICIAL PUBLIC RECORDS:

THENCE S 89° 18'16"W, 371.87 FEET, WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE N 01° 02'21"W, 38.76 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 316.67 FEET, THROUGH A CENTRAL ANGLE OF 19° 33'44", HAVING A RADIUS OF 927.50 FEET, THE LONG CHORD WHICH BEARS N 05° 37'34"E, 315.13 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

THENCE N 12° 51'00"E, 147.90 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 810.54 FEET, THROUGH A CENTRAL ANGLE OF 54° 51'43", HAVING A RADIUS OF 846.50 FEET, THE LONG CHORD WHICH BEARS N 13° 50'12"W, 779.93 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO CTMGT FRONTIER 80, LLC., RECORDED IN INSTRUMENT NUMBER 20140624000644620, SAID OFFICIAL PUBLIC RECORDS:

THENCE N 48° 43'56"E, 130.00 FEET, WITH SAID SOUTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

THENCE N 48° 50'42"E, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

THENCE CONTINUING WITH SAID SOUTH LINE AND WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.94 FEET, THROUGH A CENTRAL ANGLE OF 03° 17'23", HAVING A RADIUS OF 1026.50 FEET, THE LONG CHORD WHICH BEARS S 39° 37'22"E, 58.93 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

THENCE N 52° 01'19"E, 127.50 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHEAST CORNER OF SAID CTMGT FRONTIER 80 TRACT AND BEING IN THE WEST LINE OF AFOREMENTIONED CREEKS OF LEGACY PHASE 1C:

THENCE WITH THE WEST AND SOUTH LINES OF SAID PHASE 1C THE FOLLOWING COURSES AND DISTANCES:

S 36° 20'09"E, 66.14 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 32° 42'42"E, 11.95 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

N 55° 53'58"E, 127.85 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 68.05 FEET, THROUGH A CENTRAL ANGLE OF 03° 02'33", HAVING A RADIUS OF 1281.50 FEET, THE LONG CHORD WHICH BEARS S 32° 34'45"E, 68.04 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 14° 50'02"W, 13.98 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 29° 29'35"E, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 73° 49'12"E, 13.98 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 243.65 FEET, THROUGH A CENTRAL ANGLE OF 10° 53'36", HAVING A RADIUS OF 1281.50 FEET, THE LONG CHORD WHICH BEARS S 22° 28'52"E, 243.28 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

N 72° 57'55"E, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

N 27° 06'09"E, 14.30 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

N 71° 27'33"E, 235.03 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 62° 59'51"E, 14.01 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

N 72° 43'24"E, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 39.98 FEET, THROUGH A CENTRAL ANGLE OF 01° 23'59", HAVING A RADIUS OF 1636.50 FEET, THE LONG CHORD WHICH BEARS N 17° 58'35"W, 39.97 FEET:

THENCE N 71° 19'25"E, 130.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,001,291 SQUARE FEET OR 22.986 ACRES OF LAND MORE OR LESS.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE _____ DAY OF _____, 20__.

BY:_____
AUTHORIZED SIGNATURE OF OWNER

KEITH HARDESTY
DIVISION PRESIDENT
FIRST TEXAS HOMES, INC.

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED KEITH HARDESTY, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF _____, 20___.

BY: CTMGT FRONTIER 80, LLC.
A TEXAS LIMITED LIABILITY COMPANY

BY:_____
MEHRDAD MOAYEDI
ITS MANAGER

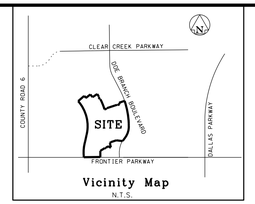
STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ___ DAY OF _____, 20___

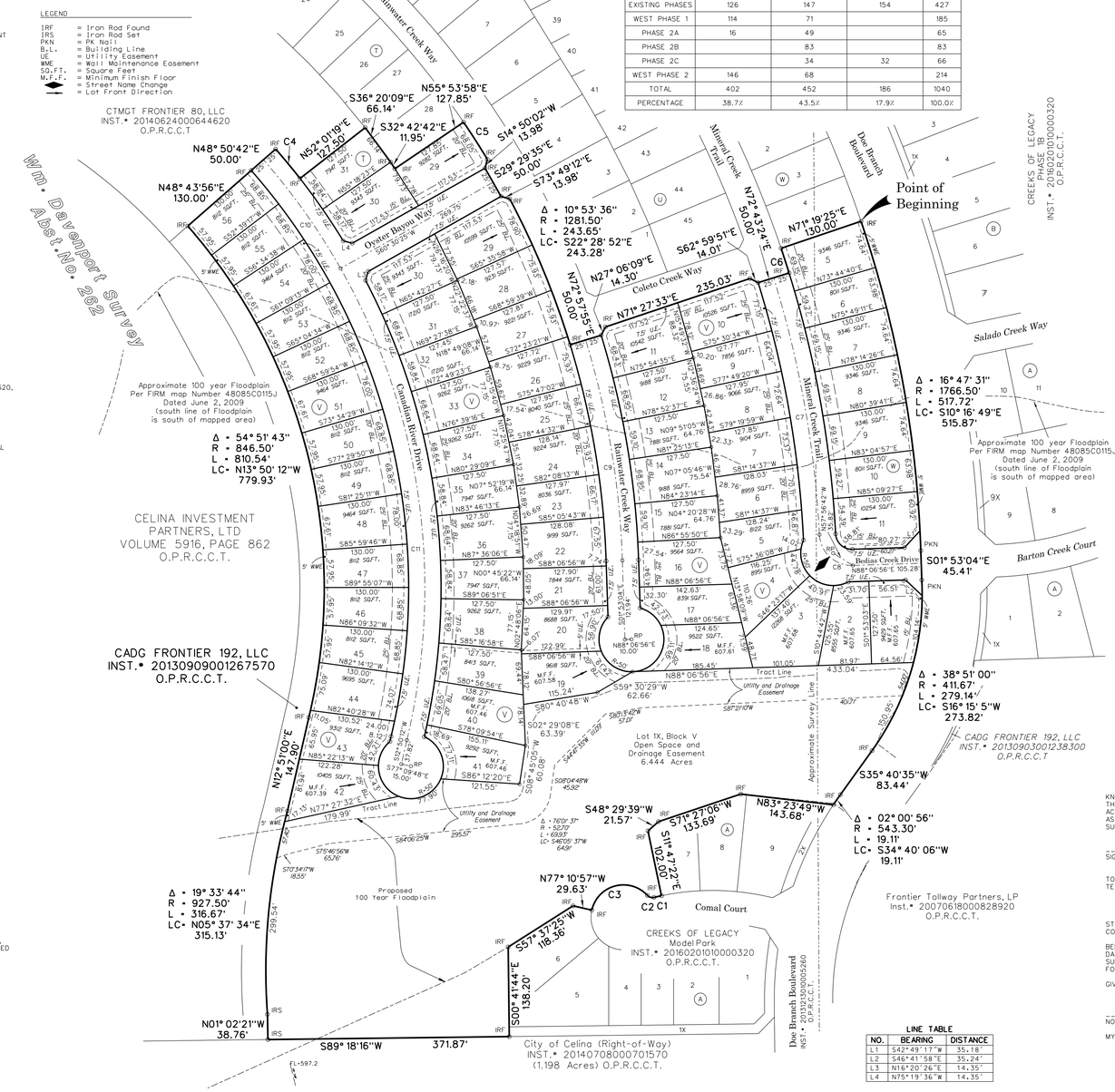
_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
MY COMMISSION EXPIRES ON:



LEGEND

IRF	= Iron Rod Found
IRS	= Iron Rod Set
PKN	= PK Nail
B.L.	= Building Line
UE	= Utility Easement
WME	= Wall Maintenance Easement
SQ.FT.	= Square Feet
M.F.F.	= Minimum Finish Floor
⊕	= Street Name Change
⟷	= Lot Front Direction



NOTES

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(IES) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.

3. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

4. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT, SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IS SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.

5. THE OWNERSHIP, CARE AND MAINTENANCE OF ALL OPEN SPACE\COMMON AREA LOTS IS THE RESPONSIBILITY OF THE HOA.

6. THE HOMEOWNERS ASSOCIATION (H.O.A.) SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER DETENTION SYSTEM AND STORM DRAINAGE SYSTEM IN COMMON AREA LOTS. THE HOMEOWNERS ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY DAMAGES TO PERSONS, TO THE OWNER'S LOT OR ANY LOT ARISING FROM SUCH MAINTENANCE RESPONSIBILITY. THE DETENTION EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY AFFIRMATIVE DUTY TO THE CITY TO REPAIR, MAINTAIN, OR CORRECT ANY CONDITION THAT EXISTS OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF INCLUDING BUT NOT LIMITED TO, DAMAGE OVER FLOW, BANK EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, BANK SUBSIDENCE AND INTERFERENCE WITH STRUCTURES, THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.

7. OPEN SPACE PROVIDED AT 1AC. PER 75 UNITS PROVIDED IN ANOTHER PHASE.

8. NO LOTS WITHIN THE CURRENT FLOODPLAIN WILL BE ISSUED BUILDING PERMITS UNTIL THE LOMR HAS BEEN APPROVED BY FEMA.

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS.

APPROVED FOR PREPARATION OF FINAL PLAT FOLLOWING CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS (OR APPROPRIATE SURETIES THEREOF) NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: PLANNING AND ZONING COMMISSION CITY OF CELINA, TEXAS

_____ _____
SIGNATURE OF CHAIRPERSON DATE OF RECOMMENDATION

APPROVED BY: CITY COUNCIL CITY OF CELINA, TEXAS

_____ _____
SIGNATURE OF MAYOR DATE OF APPROVAL

ATTEST:

_____ _____
CITY SECRETARY DATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, TODD A. BRIDGES DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

_____
SIGNATURE OF THE REGISTERED PROFESSIONAL

TODD A. BRIDGES
TEXAS REGISTRATION NO. 4940

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Todd a. Bridges, RPLS 4940
Date: 7/20/2017

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:_____

EXISTING CREEKS OF LEGACY LOTS

PHASE	LOT TYPE 1 (50') (MAX 60.0%)	LOT TYPE 2 (60') (MIN 30.0%)	LOT TYPE 3 (70') (MIN 12.0%)	TOTAL
PHASE 1A	124	8	80	212
PHASE 1B		84	31	115
PHASE 1C		52	39	91
MODEL HOME PARK	2	3	4	9
TOTAL	126	147	154	427
PERCENTAGE	29.5%	34.4%	36.1%	100.0%

PROPOSED CREEKS OF LEGACY LOTS

PHASE	LOT TYPE 1 (50') (MAX 60.0%)	LOT TYPE 2 (60') (MIN 30.0%)	LOT TYPE 3 (70') (MIN 12.0%)	TOTAL
EXISTING PHASES	126	147	154	427
WEST PHASE 1	114	71		185
PHASE 2A	16	49		65
PHASE 2B		83		83
PHASE 2C		34	32	66
WEST PHASE 2	146	68		214
TOTAL	402	452	186	1040
PERCENTAGE	38.7%	43.5%	17.9%	100.0%

LINE TABLE

NO.	BEARING	DISTANCE
L1	S42°49' 11"W	35.18'
L2	S46°41' 58"E	35.24'
L3	N16°20' 26"E	14.35'
L4	N75°19' 36"W	14.35'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	01° 45' 52"	385.00'	11.86'	S77° 19' 42"W	11.86'
C2	61° 01' 41"	10.50'	11.18'	N73° 02' 23"W	10.66'
C3	124° 39' 25"	50.00'	108.78'	S75° 08' 45"W	88.56'
C4	03° 17' 24"	1026.50'	58.94'	S39° 37' 22"E	58.93'
C5	03° 02' 33"	1281.50'	68.05'	S32° 34' 45"E	68.04'
C6	01° 23' 59"	1636.50'	39.98'	N17° 58' 35"W	39.97'
C7	14° 20' 19"	1611.50'	403.29'	S10° 06' 27"E	402.24'
C8	88° 56' 46"	50.00'	77.62'	S47° 24' 41"E	70.06'
C9	15° 09' 01"	1306.50'	345.47'	S09° 27' 34"E	344.46'
C10	11° 46' 29"	1001.50'	205.82'	S35° 22' 49"E	205.45'
C11	4.3° 00' 38"	1001.50'	751.80'	S07° 59' 15"E	734.27'

A Final Plat of Creeks of Legacy Phase 2C

66 Residential lots-One open space lot
Totaling 22.986 acres

SITUATED IN THE WM. DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS

Owners

First Texas Homes, Inc.
500 Crescent Court
Suite 350
Dallas, Texas 75201
214-613-3400

CADG FRONTIER 192, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

P-201607-01

Revisions:	
Job #:	FTX14001
Drawn By:	D. Freemon
Checked By:	T. Bridges
Date:	08-12-16

PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

SHEET 1 OF 1 SHEETS

TBPLS Firm Reg. No. 10177700
Copyright © 2017 Peloton Land Solutions, Inc.
10:11:37 AM 7/20/2017
Default
G:\JOB\FTX14001- Creeks of Legacy\Sur\FTX14001-P42C.dgn

Attachment: Creeks of Legacy 2C FP (Creeks of Legacy Phase 2C Final Plat)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Wilson Creek Meadows Annexation

Action Requested:
Consider and act upon an ordinance annexing a ±105.94 acre tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas. The property is in the City of Celina's ETJ, generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows Annexation) (Liebman)

Background Information:
Below is the anticipated annexation schedule for the property:

~~Tuesday, June 13, 2017 - City Council acts on a resolution to set the public hearing dates;~~
~~Tuesday, July 11, 2017 - Two separate public hearings are held on the same night (Tuesday, July 11, 2017 at 5:00 p.m. & Tuesday, July 11, 2017 at 5:05 p.m.); and~~
Tuesday, August 8, 2017 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:
Two public hearings were held Tuesday, July 11, 2017 at 5:00 and 5:05 p.m. No one spoke in favor or against the voluntary petition.

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City's Land Use Attorney has reviewed the document.

Supporting Documents:
Annexation Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2017-
WILSON CREEK MEADOWS ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT BEING A ±105.94 ACRE TRACT OF LAND SITUATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030, AND THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACTS ARE GENERALLY SOUTH OF CHOATE PARKWAY, NORTH OF FRONTIER PARKWAY, EAST OF PRESTON ROAD, AND WEST OF CUSTER ROAD; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 11th day of July, 2017 and a second hearing also being held on the 11th day of July, 2017 in the Council Chambers located at 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 21st day of August, 2017 such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found—and incorporates herein its finding—that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "C" and incorporated herein for all purposes.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibit "A", and depicted in Exhibit "B" which is incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "C", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4
FILING OF ORDINANCE REQUIRED

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the territory referenced in Exhibit "A", attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and

shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this __th day of August, 2017.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Faulkner, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Wilson Creek Meadows Annexation Ordinance (Wilson Creek Meadows Annexation)

EXHIBIT "A"

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas, and being all of a called 105.79 acre tract of land described in a Special Warranty Deed to Celina Titus, LLC, as recorded in Instrument No. 20160401000388930 of the Official Public Records of Collin County, Texas, same being all of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 148 of the Deed Records of Collin County, Texas (described as the southeastern 0.172 acre tract from hereon), and being more particularly described as follows:

BEGINNING at a railroad spike found for the northeast corner of said 105.79 acre tract, common to the northwest corner of a called 40.039 acre tract of land described in a deed to City Global Investment, LLC, as recorded in Instrument No. 20151130001493760 of the Official Public Records of Collin County, Texas, same being on the southerly line of a called 317.729 acre tract of land described in a deed to Belknap FP, Ltd., as recorded in Volume 4288, Page 156 of the Land Records of Collin County, Texas, and in County Road 88, a variable width right-of-way, no record found;

THENCE South 00°27'04" East, departing the right-of-way of said County Road 88, along the easterly line of said 105.79 acre tract and the westerly line of said 40.039 acre tract, a distance of 2571.21 feet to the southeast corner of said 105.79 acre tract, common to the southwest corner of said 40.039 acre tract, same being on the northerly line of a called 185.094 acre tract of land described in a deed to Brinkman Ranches of Collin County, L.P., as recorded in Volume 6067, Page 1306 of the Land Records of Collin County, Texas, from which, a 1/2 inch iron rod found for witness bears South 05°02; West, 0.2 foot;

THENCE South 89°39'55" West, along the southerly line of said 105.79 acre tract and the northerly line of said 185.094 acre tract, a distance of 1507.18 feet to a 3/4 inch iron pipe found for the northwest corner of said 185.094 acre tract, common to the northeast corner of a called 19.047 acre tract of land described in a deed to Donald L. Vest, as recorded in Instrument No. 93-0016270 of the Land Records of Collin County, Texas;

THENCE South 89°54'25" West, continuing along the southerly line of said 105.79 acre tract and along the northerly line of said 19.047 acre tract, a distance of 618.12 feet to a 1/2 inch iron rod found for the southwest corner of said 105.79 acre tract, common to the northwest corner of said 19.047 acre tract, being on the easterly line of a called 153.954 acre tract of land described in a deed to Rene Bates, as recorded in Volume 3861, Page 2239 of the Land Records of Collin County, Texas;

THENCE North 01°00'33" West, along the westerly line of said 105.79 acre tract and the easterly line of said 153.954 acre tract, a distance of 861.38 feet to a 1/2 inch iron rod found for the northeast corner of said 153.954 acre tract, common to the southeast corner of a called 49.25 acre tract of land described in a deed to Celina Coit 49 Partners, Ltd., as recorded in Instrument No. 20120612000700130 of the Official Public Records of Collin County, Texas;

THENCE North 00°34'17" West, continuing along the westerly line of said 105.79 acre tract and along the easterly line of said 49.25 acre tract, a distance of 748.96 feet to a 3/4 inch iron pipe

found for the southerly northwest corner of said 105.79 acre tract, common to the southwest corner of a called 20.00 acre tract of land described in a deed to Grayson Collin Electric Cooperative, Inc., as recorded in Volume 5191, Page 313 of the Land Records of Collin County, Texas;

THENCE North 89°29'12" East, departing the easterly line of said 49.25 acre tract, along the northerly line of said 105.79 acre tract and the southerly line of said 20.00 acre tract, a distance of 783.89 feet to a point for the southeast corner of said 20.00 acre tract, common to an ell corner of said 105.79 acre tract, same being in the center of Wilson Creek;

THENCE North 21°13'48" West, along the westerly line of said 105.79 acre tract, the easterly line of said 20.00 acre tract, and along said creek, a distance of 38.95 feet to a point for corner;

THENCE North 35°29'12" East, continuing along the westerly line of said 105.79 acre tract and the easterly line of said 20.00 acre tract, along the easterly line of a called 8.626 acre tract of land described in a deed to Prosper Land Company, Ltd., as recorded in Instrument No. 20161116001556640 of the Official Public Records of Collin County, Texas, and continuing along said creek, a distance of 367.50 feet to a point for corner;

THENCE continuing along the westerly line of said 105.79 acre tract and the easterly line of said 8.626 acre tract, along the westerly line of aforesaid southeastern 0.172 acre tract, the easterly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2383, Page 570 of the Deed Records of Collin County, Texas (described as the southwestern 0.172 acre tract from hereon), and continuing along said creek, the following courses:

North 06°29'12" East, a distance of 135.40 feet to a point for corner;

North 23°45'48" West, a distance of 206.30 feet to a point for corner;

North 14°59'48" West, a distance of 136.00 feet to a point for corner;

North 12°30'48" West, a distance of 171.14 feet to a point for the northwest corner of said southeastern 0.172 acre tract, being on the southerly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 144 of the Deed Records of Collin County, Texas (described as the northwestern 0.172 acre tract from hereon), and in aforesaid County Road 88;

THENCE North 89°42'50" East, departing said creek, along the northerly line of said southeastern 0.172 acre tract, the northerly line of said 105.79 acre tract, along the southerly line of said northwestern 0.172 acre tract, the southerly line of a called 0.144 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2489, Page 141 of the Deed Records of Collin County, Texas, the southerly line of a called 3.23 acre tract of land described in a deed to Tropix Pools Real Estate LLC, as recorded in Instrument No. 20150205000129420 of the Official Public Records of Collin County, Texas, the southerly line of a called 6.00 acre tract of land described in a deed to Manus Chaiprasert and wife, Suwanna Chaiprasert, as recorded in Instrument No. 20080606000688720 of the Official Public Records of Collin County, Texas, the southerly line of a called 4.517 acre tract of land described in a deed to Wesley D.

Stlacup, as recorded in Volume 3014, Page 280 of the Land Records of Collin County, Texas, also along the southerly line of a called 5.00 acre tract of land described in a deed to Wesley D. Stalcup, as recorded in Volume 3014, Page 276 of the Land Records of Collin County, Texas, and the southerly line of aforesaid 317.729 acre tract, and along said County Road 88, a distance of 1284.69 feet to the **POINT OF BEGINNING,** and containing 105.942 acres (4,614,831 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

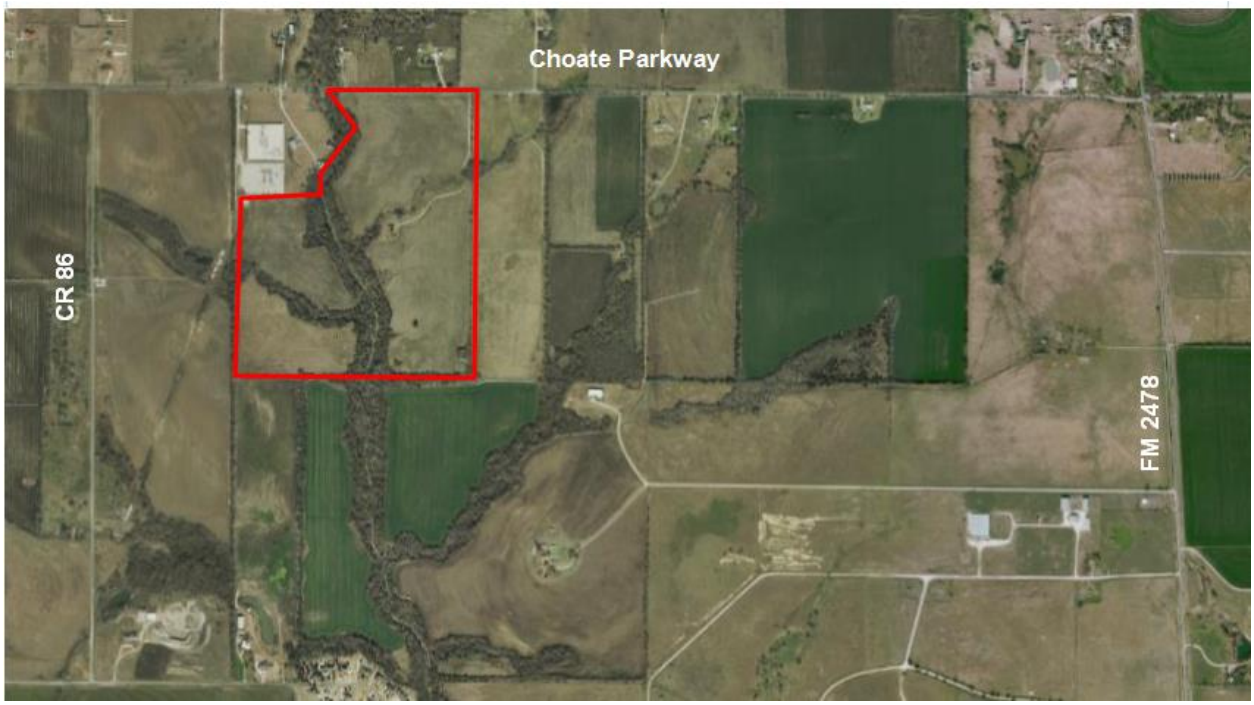
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS
REGISTERED
SYLVIANA GUNAWAN
6461
PROFESSIONAL
LAND SURVEYOR

Attachment: Wilson Creek Meadows Annexation Ordinance (Wilson Creek Meadows Annexation)

Exhibit "B"



Attachment: Wilson Creek Meadows Annexation Ordinance (Wilson Creek Meadows Annexation)

Exhibit "C"

Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:

      i) Normal patrol and responses;

      ii) Handling of complaints and incident reports;

      iii) Special units, such as traffic enforcement and investigations; and

      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:

      i) Fire suppression and rescue;

      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;

      iii) Hazardous materials response and mitigation;

Attachment: Wilson Creek Meadows Annexation Ordinance (Wilson Creek Meadows Annexation)

iv) Emergency prevention and public education efforts;

v) Technical rescue response; and

vi) Constriction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:

i) Emergency medical dispatch and pre-arrival First Aid instructions;

ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and

iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization

and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) <u>WATER FACILITIES</u>

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) <u>ROAD AND STREETS</u>

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal

allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jay Toutounchian, Finance Director
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Proposed Ad Valorem Tax Rate

Action Requested:
Consider and act to propose an ad valorem tax rate of $.645 (M & O 0.4278, I & S 0.2172) for 2017, and set public hearing dates of Tuesday, August 22, 2017 at 5:00 p.m. and Tuesday, August 29, 2017 at 5:00 p.m. (Record Vote) (Toutounchian)

Background Information:
Consideration of rates and setting of hearings begins the annual process to set the Ad Valorem Tax rate.

Board Review/Citizen Input:
Two public hearings will be held to receive citizen input on August 22nd and August 29th.

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
N/A

Staff Recommendation:

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jay Toutounchian, Finance Director
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Certificates of Obligation, Series 2017

Action Requested:
Consider and act upon an ordinance of the City Council of the City of Celina, Texas authorizing the issuance of Certificates of Obligation, Series 2017 and all matters incident and related thereto. (Toutounchian)

Background Information:

Board Review/Citizen Input:
N/A

Alternatives:

Financial Considerations:

Legal Review:
Ordinance submitted from Bond Counsel

Supporting Documents:
Ordinance

Staff Recommendation:

ORDINANCE NO. 2017-_____

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of $10,000,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring equipment and vehicles for the fire, parks and public works departments, (ii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing and equipping buildings, structures and facilities for the public works department, City Hall, the fire department and the police department, (iv) the acquisition, installation and improvement of municipal information technology systems, public safety and emergency management communications and radio systems, and public safety records management systems, (v) constructing, improving and equipping park and recreational facilities, (vi) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (vii) professional services rendered in connection with such projects and the financing thereof; has been duly published in the *Celina Record*, a newspaper hereby found and determined to be of general circulation in the City of Celina, Texas, on June 16, 2017 and June 23, 2017, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of $_____ to be designated and bear the title "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) acquiring equipment and vehicles for the fire, parks and public works departments, (ii) constructing street improvements, including drainage,

landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing and equipping buildings, structures and facilities for the public works department, City Hall, the fire department and the police department, (iv) the acquisition, installation and improvement of municipal information technology systems, public safety and emergency management communications and radio systems, and public safety records management systems, (v) constructing, improving and equipping park and recreational facilities, (vi) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (vii) professional services rendered in connection with such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Certificate Date. The Certificates are issuable in fully registered form only; shall be dated August 1, 2017 (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on September 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

Year of Stated Maturity	Principal Amount	Interest Rate(s)
2018	$_____	____%
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchaser at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months), and such interest shall be payable on March 1 and September 1 of each year, commencing March 1, 2018 until maturity or prior redemption.

SECTION 3: Terms of Payment Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or

Attachment: DRAFT CELINA CO 2017 - Ordinance (Certificates of Obligation)

otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of U.S. Bank National Association, Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates maturing on and after September 1, 2028 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1, 2027, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

At least forty five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor.

(b) **[**Mandatory Redemption. The Certificates maturing on September 1, 20__ and September 1, 20___ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

Term Certificates due September 1, 20__		Term Certificates due September 1, 20__	
Redemption Date	Principal Amount ($)	Redemption Date	Principal Amount ($)
20__	___,000	20__	___,000
20__*	___,000	20__*	___,000

* Stated maturity.

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following September 1 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.**]**

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by $5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and

Attachment: DRAFT CELINA CO 2017 - Ordinance (Certificates of Obligation)

any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the single Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the single Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying

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Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates", evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and

Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the “Initial Certificate(s)”) and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such

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legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED NO. _____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2017

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
August 1, 2017	_____%	September 1, 20__	_____

Registered Owner:

Principal Amount: DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year, commencing March 1, 2018, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying

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Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) acquiring equipment and vehicles for the fire, parks and public works departments, (ii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing and equipping buildings, structures and facilities for the public works department, City Hall, the fire department and the police department, (iv) the acquisition, installation and improvement of municipal information technology systems, public safety and emergency management communications and radio systems, and public safety records management systems, (v) constructing, improving and equipping park and recreational facilities, (vi) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (vii) professional services rendered in connection with such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Certificates maturing on the dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

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The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.**]**

The Certificates maturing on and after September 1, 2028 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1, 2027 or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

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The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge being limited to an amount of $1,000 and being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF CELINA, TEXAS

_____
[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

Attachment: DRAFT CELINA CO 2017 - Ordinance (Certificates of Obligation)

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in St. Paul, Minnesota, is the "Designated Payment/Transfer Office" for this Certificate.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

_____

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
_____
_____
(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

_____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

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(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED REGISTERED
NO. T-1 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2017

Certificate Date: August 1, 2017

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on September 1 in each of the years and in principal installments in accordance with the following schedule:

YEAR OF MATURITY	PRINCIPAL INSTALLMENTS	INTEREST RATE

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing March 1, 2018, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by U.S. Bank National Association, Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which

is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the $_____ "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "Gross Revenues" shall mean, with respect to the System and for any defined period, all income and revenues derived from the operation and ownership of the System, excluding, however, meter deposits, gifts, grants in aid of construction and similar kinds of receipts and moneys restricted as to use or expenditure.

(h) The term "Net Revenues" shall mean, with respect to the System and for any defined period, the Gross Revenues of the System after deducting the System's Operating and Maintenance Expenses.

(i) The term "Operating and Maintenance Expenses" shall mean, for any defined period, all current expenses and costs of operating and maintaining the System, including all salaries, labor, materials and repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any Certificates or obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues". Depreciation and payments into and out of the funds maintained for the payment of the Prior Lien Obligations and similar funds maintained for the payment of obligations payable from and secured by a lien on and pledge of the Net Revenues shall never be considered as Operating and Maintenance Expenses.

(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Prior Lien Obligations" shall mean (A) all revenue bonds or other obligations hereafter issued, payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and (B) obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates, including, but not limited to, the outstanding

(1) "City of Celina, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2004", dated October 1, 2004; and

(2) "City of Celina, Texas, Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2007", dated September 1, 2007.

(l) The term "System" shall mean all plants, properties and facilities owned, operated and maintained by the City for the supply, storage and distribution of treated water and the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and

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is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2017 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such fund shall be shall be kept and maintained in a special banking account at the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary, individually or collectively, of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

Any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Limited Pledge of Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount equal to $1,000 are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the limited pledge of $1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System (until such time as the City shall pay all of such $1,000, after which time the pledge shall cease) in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of the Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of the Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the amounts pledged to the payment of the Certificates and Additional Obligations, if any.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System ($1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Prior Lien Obligations and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations and Additional Parity Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under

law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date

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therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 36 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

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"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148 1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148 1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148 1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

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(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain

such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Underwriters and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary, individually or collectively, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 24: Sale of Certificates – Official Statement Approval. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Underwriters") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to said Purchaser at the price of par plus a cash premium of $_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Underwriters shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered as provided in the winning bid.

The use of the Preliminary Official Statement by the Underwriters in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Underwriters are hereby authorized to use and distribute said final Official Statement, dated August 8, 2017, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized to deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Underwriters, and such final Official Statement in the form and content authorized to be delivered by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters.

SECTION 25: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Underwriters.

SECTION 27: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation

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any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29: Bond Counsel's Opinion. The Underwriters' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 30: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 35: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 36: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2017, financial information and operating data with respect to the City of the general type of information contained in 1 through 6, 8 through 14, 19 and 20 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2017, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
(7) Modifications to rights of holders of the Certificates, if material;
(8) Certificate calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Attachment: DRAFT CELINA CO 2017 - Ordinance (Certificates of Obligation)

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Attachment: DRAFT CELINA CO 2017 - Ordinance (Certificates of Obligation)

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

PASSED AND ADOPTED, this August 8, 2017.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

Attachment: DRAFT CELINA CO 2017 - Ordinance (Certificates of Obligation)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Bobcat Kuntry Final Plat

Action Requested:
Consider and act upon a Final Plat for the Bobcat Kuntry Addition, being a ±.698 acre tract of land situated in the John Willock Survey, Abstract No. 975, City of Celina, Collin County, Texas. The property is generally located north of Pecan Street, south of Beech Street, west of Oklahoma Drive, and east of the St. Louis, San Francisco and Texas Railroad, containing one (1) lot. (Bobcat Kuntry Final Plat) (Liebman)

Background Information:
Staff has reviewed the proposed Final Plat and determined that it meets all requirements.

Board Review/Citizen Input:
The Planning & Zoning Commission unanimously approved the Final Plat at the special called meeting July 10, 2017.

Alternatives:
N/A

Financial Considerations:
n/a

Legal Review:
n/a

Supporting Documents:
Plat Exhibit

Staff Recommendation:
Staff recommends approval pending all comments be addressed prior to filing the plat.

0 30 100

GRAPHIC SCALE
1"=30'

LEGEND

CM CONTROLING MONUMENT

NOTE:

BEARING SHOWN ARE BASED ON TRUE NORTH AS ESTABLISHED BY GPS OBSERVATION.

PROPERTY LOCATION STATEMENT:

This property is located in the corporate limits of the City of Celina, Collin County, Texas.

_____ _____
Signature of Mayor Date of Approval

ATTEST:

_____ _____
City Secretary Date

RECOMMENDED BY: PLANNING AND ZONING COMMISSION
CITY OF CELINA, TEXAS

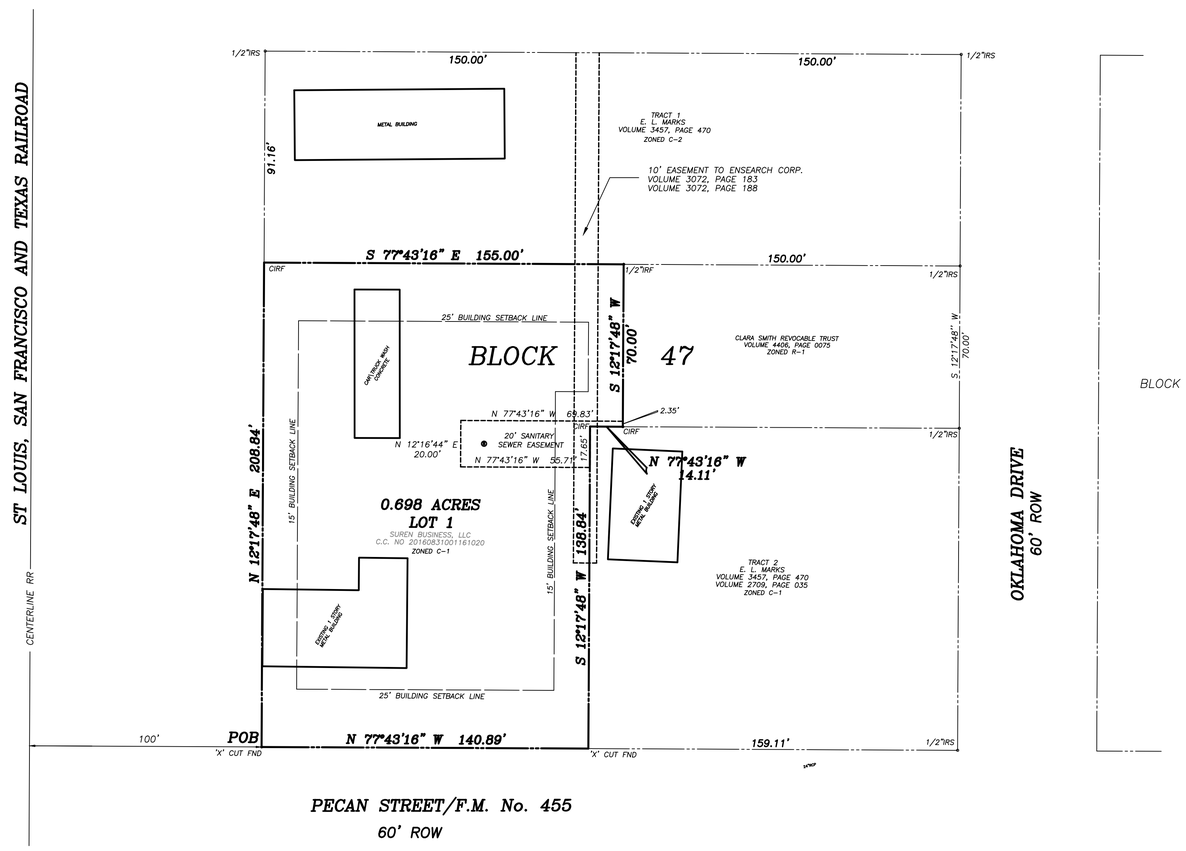
_____ _____
SIGNATURE OF CHAIRPERSON DATE OF RECOMMENDATION

APPROVED BY: CITY COUNCIL CITY OF CELINA, TEXAS

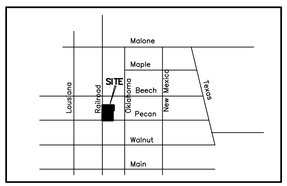
_____ _____
SIGNATURE OF MAYOR DATE OF APPROVAL

ATTEST:

_____ _____
CITY SECRETARY DATE



BLOCK 46



LOCATION MAP

The property is located in flood zone X. Outside the 100 year flood plain. According to FEMA map 48085C 0110G, dated January 19, 1996.

KNOW ALL MEN BY THESE PRESENTS:

That I, DAVID J. SURDUKAN, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

_____
DAVID J. SURDUKAN R.P.L.S. NO. 4613

STATE OF TEXAS
COUNTY OF COLLIN

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

Given under my and seal of office, this __ day of _____, 2017.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Suren Business, LLC are the Owners of a tract of land situated in the John Willock Survey, Abstract 975, City of Celina, Collin County, Texas and being in Block 47 of the Amendment to the Amended Map of the Town of Celina, Collin County, Texas according to the Amended Plat recorded in Volume 1, Page 114, Plat Records of Collin County, Texas, and also be all of the tract conveyed to Suren Business, LLC as recorded in County Clerks No. 20160831001161020 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an 'X' cut found for corner at the southwest corner of Block 47, said 'X' cut being at the intersection of the east Right of Way line of The St. Louis, San Franscio and Texas Railroad and the north Right of Way line of Pecan Street / F.M. No. 455 (60' ROW);

THENCE N 12°17'48" E a distance of 208.84' to a capped 1/2" iron rod stamped "4613" found for corner;
THENCE S 77°43'16" E a distance of 155.00' to a 1/2" iron rod found for corner;
THENCE S 12°17'48" W a distance of 70.00' to a capped 1/2" iron rod stamped "4613" found for corner;
THENCE N 77°43'16" W a distance of 14.11' to a capped 1/2" iron rod stamped "4613" found for corner;
THENCE S 12°17'48" W a distance of 138.84' to a "X" cut found for corner in the north Right of Way line of Pecan Street / F.M. No. 455;
THENCE N 77°43'16" W following the north Right of Way line of Pecan Street / F.M. No. 455 a distance of 140.89' to the POINT OF BEGINNING and containing 30,410 Square Feet or 0.698 Acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Suren Business, LLC acting herein, does hereby adopt this plat designating the herein above described property as BOBCAT ADDITION, LOT 1, BLOCK A, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and there public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, constructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas.

WITNESS, my hand this the ___ day of _____ ,2017.

BY: _____
REENA PUN, OWNER

STATE OF TEXAS
COUNTY OF COLLIN

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

Given under my and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On:
WITNESS, my hand this the ___ day of _____ ,2017.

BY: _____
SURAJ PANDEYA, OWNER

STATE OF TEXAS
COUNTY OF COLLIN

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

Given under my and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On:

STANDARD NOTES

1) Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
2) The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
3) The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
4) The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then is shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

FINAL PLAT
BOBCAT ADDITION
0.698 ACRES
LOT 1, BLOCK 47
BEING A REPLAT OF PART OF BLOCK 47 OF THE AMENDMENT TO THE AMENDED MAP OF THE TOWN OF CELINA
JOHN WILLOCK SURVEY
ABSTRACT NO. 975
CITY OF CELINA
COLLIN COUNTY, TEXAS

OWNER
SUREN BUSINESS, LLC
13555 BRENTON RIDGE #1628
HOUSTON, TEXAS 77070
(832) 382-2166

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200

SCALE 1" = 30' DATE: MAY 26, 2017 JOB No. 23052

Attachment: Final Plat of Lot 1, Bobcat Addition (Bobcat Kuntry Final Plat)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Celina High School Final Plat

Action Requested:
Consider and act upon a Final Plat for Celina High School Addition, being a ±83.113 acre tract of land situated in the Wade H. Ratton Survey, Abstract No. 753, City of Celina, Collin County, Texas. The property is generally located north of CR 134, east of Preston Road, and south of CR 105, containing two (2) lots. (Celina High School Final Plat) (Liebman)

Background Information:
Staff has reviewed the proposed Final Plat for Celina High School and determined that the remaining comments are minor in nature and can be addressed prior to filing the plat.

Board Review/Citizen Input:
The Planning & Zoning Commission unanimously approved the plat at the special called meeting July 10, 2017.

Alternatives:
n/a

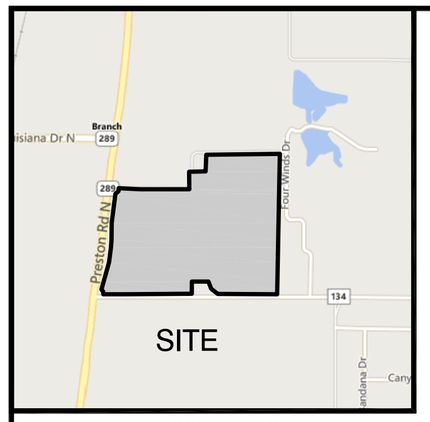
Financial Considerations:
n/a

Legal Review:
n/a

Supporting Documents:
Plat Exhibit

Staff Recommendation:
Staff recommends approval as presented, however, the plat will not be filed until all public improvements have been approved.

Attachment: spry-Celina High PG 2 (27-28-17 (Celina High School Final Plat)



VICINITY MAP
NOT TO SCALE

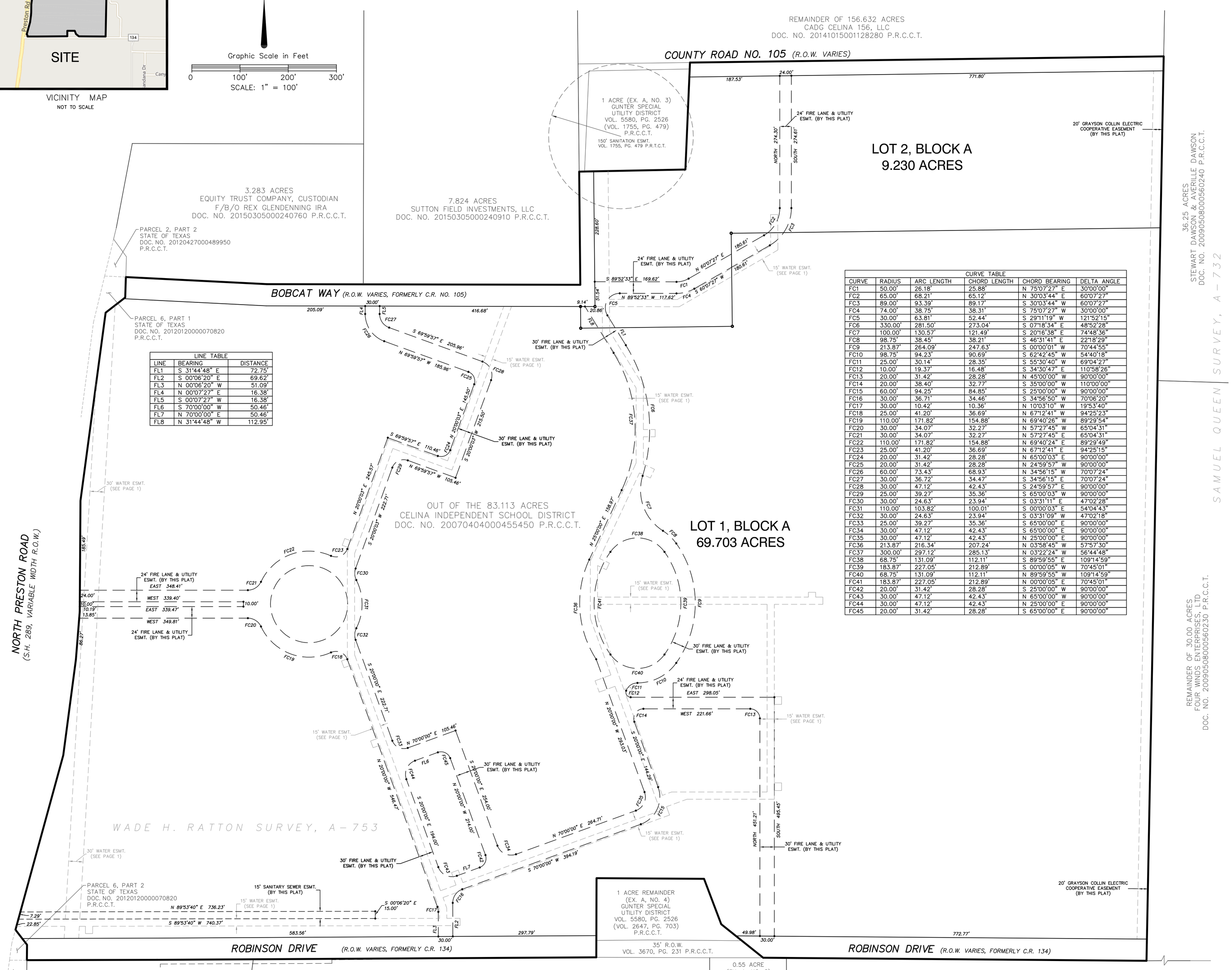
A B B R E V I A T I O N S

P.R.C.C.T.	PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
C.M.	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
B.L.	BUILDING LINE
ESMT.	EASEMENT

L E G E N D

- BOUNDARY CORNER
- LOT CORNER
- EASEMENT CORNER

Graphic Scale in Feet
0 100' 200' 300'
SCALE: 1" = 100'



LINE TABLE		
LINE	BEARING	DISTANCE
FL1	S 31°44'48" E	72.75'
FL2	S 00°06'20" E	69.62'
FL3	N 00°06'20" W	51.09'
FL4	N 00°07'27" E	16.38'
FL5	S 00°07'27" W	16.38'
FL6	S 70°00'00" W	50.46'
FL7	N 70°00'00" E	50.46'
FL8	N 31°44'48" W	112.95'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
FC1	50.00'	26.18'	25.88'	N 75°07'27" E	30°00'00"
FC2	65.00'	68.21'	65.12'	N 30°03'44" E	60°07'27"
FC3	89.00'	93.39'	89.17'	N 30°03'44" W	60°07'27"
FC4	74.00'	38.75'	38.31'	S 75°07'27" W	30°00'00"
FC5	30.00'	63.81'	52.44'	S 29°11'19" W	121°52'15"
FC6	330.00'	281.50'	273.04'	S 07°18'34" E	48°52'28"
FC7	100.00'	130.57'	121.49'	S 20°16'38" E	74°48'36"
FC8	98.75'	38.45'	38.21'	S 46°31'41" E	22°18'29"
FC9	213.87'	264.09'	247.63'	S 00°00'01" W	70°44'55"
FC10	98.75'	94.23'	90.69'	S 62°42'45" W	54°40'18"
FC11	25.00'	30.14'	28.35'	S 55°30'40" W	69°04'27"
FC12	10.00'	19.37'	16.48'	S 34°30'47" E	110°58'26"
FC13	20.00'	31.42'	28.28'	N 45°00'00" W	90°00'00"
FC14	20.00'	38.40'	32.77'	S 35°00'00" W	110°00'00"
FC15	60.00'	94.25'	84.85'	S 25°00'00" W	90°00'00"
FC16	30.00'	36.71'	34.46'	S 34°56'50" W	70°06'20"
FC17	30.00'	10.42'	10.36'	N 10°03'10" W	19°53'40"
FC18	25.00'	41.20'	36.69'	N 67°12'41" W	94°25'23"
FC19	110.00'	171.82'	154.88'	N 69°40'26" W	89°29'54"
FC20	30.00'	34.07'	32.27'	N 57°27'45" W	65°04'31"
FC21	30.00'	34.07'	32.27'	N 57°27'45" E	65°04'31"
FC22	110.00'	171.82'	154.88'	N 69°40'24" E	89°29'49"
FC23	25.00'	41.20'	36.69'	N 67°12'41" E	94°25'15"
FC24	20.00'	31.42'	28.28'	N 65°00'03" E	90°00'00"
FC25	20.00'	31.42'	28.28'	N 24°59'57" W	90°00'00"
FC26	60.00'	73.43'	68.93'	N 34°56'15" W	70°07'24"
FC27	30.00'	36.72'	34.47'	S 34°56'15" E	70°07'24"
FC28	30.00'	47.12'	42.43'	S 24°59'57" E	90°00'00"
FC29	25.00'	39.27'	35.36'	S 65°00'03" W	90°00'00"
FC30	30.00'	24.63'	23.94'	S 03°31'11" E	47°02'28"
FC31	110.00'	103.82'	100.01'	S 00°00'03" E	54°04'43"
FC32	30.00'	24.63'	23.94'	S 03°31'09" W	47°02'18"
FC33	25.00'	39.27'	35.36'	S 65°00'00" E	90°00'00"
FC34	30.00'	47.12'	42.43'	S 65°00'00" E	90°00'00"
FC35	30.00'	47.12'	42.43'	N 25°00'00" E	90°00'00"
FC36	213.87'	216.34'	207.24'	N 03°58'45" W	57°57'30"
FC37	300.00'	297.12'	285.13'	N 03°22'24" W	56°44'48"
FC38	68.75'	131.09'	112.11'	S 89°59'55" E	109°14'59"
FC39	183.87'	227.05'	212.89'	S 00°00'05" W	70°45'01"
FC40	68.75'	131.09'	112.11'	N 89°59'55" W	109°14'59"
FC41	183.87'	227.05'	212.89'	N 00°00'05" E	70°45'01"
FC42	20.00'	31.42'	28.28'	S 25°00'00" W	90°00'00"
FC43	30.00'	47.12'	42.43'	N 65°00'00" W	90°00'00"
FC44	30.00'	47.12'	42.43'	N 25°00'00" E	90°00'00"
FC45	20.00'	31.42'	28.28'	S 65°00'00" E	90°00'00"

OWNER'S DEDICATION
STATE OF TEXAS
COUNTY OF COLLIN

Whereas, Celina Independent School District, is the owner of all that certain 82.851 acres of land, by virtue of the deed for 83.113 acres recorded in Document Number 20070404000455450 in the Public Records of Collin County, Texas (P.R.C.C.T.), in the Wade H. Ratton Survey, A-753, City of Celina, Collin County, Texas and more particularly described by the metes and bounds as follows: (all bearings shown hereon are based on the record bearings of said 83.113 acre tract)

BEGINNING at an "X" in concrete found for the most northerly northeast corner of said 83.113 acre tract, common to an angle corner of the 156.632 acre tract described in the deed to CADG Celina 156, LLC, recorded in Document Number 20141015001128280 P.R.C.C.T., in the west line of the 36.25 acre tract described in the deed to Stewart Dawson & Averille Dawson, recorded in Document Number 20090508000560240 P.R.C.C.T.;

THENCE South 01° 05' 26" West passing at a distance of 1840.76' a 1/2" iron rod with a cap stamped "RPLS 4813" found for the northeast for corner of the Easement for Roadway, Part II, recorded in Volume 3199, Page 704 P.R.C.C.T., passing at a distance of 1855.76'a found 1/2" iron with a cap stamped "RPLS 3963", continuing for a total distance of 1875.76' to a railroad spike found for the southeast corner of said 83.113 acre tract, common to the southwest corner of the 30 acre tract described in the deed to Four Winds Enterprises, Ltd, recorded in Document No. 20905080005602 30 P.R.C.C.T., within the right-of-way line of County Road 134;

THENCE North 89° 32' 59" West – 795.02' to P.K. nail set for a point for corner of the herein described tract;

THENCE North 51° 22' 19" West passing at a distance of 56.62' 1/2" iron rod found for the northwest corner of said Part II, common to the northeast corner of the 0.260 acre tract described in the deed recorded in Volume 3670, Page 231 P.R.C.C.T., continuing for a total distance of 111.44' to a 1/2" iron rod found for a point for corner of said 83.113 acre tract, common to a point for corner of the 1 acre tract, Exhibit A, No. 4, described in the deed to Gunter Special Utility District, recorded in Volume 5580, Page 2526 P.R.C.C.T.;

THENCE North 20° 47' 47" West – 100.70' to the northeast corner of said 1 acre tract, from which a bent 1/2" iron rod bears North 06° 30' West–0.32';

THENCE North 89° 40' 26" West – 222.95' to a 1/2" iron rod found for the northwest corner of said 1 acre tract;

THENCE South 00° 09' 55" West – 164.02' to a P.K. nail set for corner of said 83.113 acre tract, in the right-of-way of said County Road 134;

THENCE South 89° 40' 17" West – 911.02' to an angle corner of said 83.113 acre tract, from which a found 1/2" iron rod with a cap stamped "RPLS 3963" bears South 00° 05' 29" West – 30.00';

THENCE South 89° 50' 29" West – 270.14' to a P.K. nail set for the southwest corner of the herein described tract, common to the southeast corner of Parcel 6, Part 2, described in the deed to the State of Texas, recorded in Document Number D2012011200000070820 P.R.C.C.T.;

THENCE North 00° 29' 10" East – 31.87' to a 1/2" iron rod with a cap "SPRY 5647" set for a point for corner of the herein described tract, common to an angle corner of said Parcel 6, Part 2;

THENCE North 37° 39' 08" West – 39.31' to a 1/2" iron rod with a cap "SPRY 5647" set for a point for corner of the herein described tract, common to the north corner of said Parcel 6, Part 2, in the east right-of-way line of North Preston Road (State Highway 289, Variable Width Right-of-Way)

THENCE along the east right-of-way line of said North Preston Road the following courses:

North 15° 20' 05" East – 375.37' to a 1/2" iron rod found for a point for corner;
North 07° 30' 05" East – 200.00' to a 1/2" iron rod found for a point for corner;
North 04° 38' 05" East – 100.13' to an "X" set in concrete for a point for corner;
North 00° 22' 05" East – 229.68' a Texas Department of Transportation (TXDOT) monument found for the south corner of Parcel 6, Part 1, of said deed to the State of Texas;

THENCE North 07° 37' 29" East – 393.38' to a TXDOT monument found for an angle corner of said Parcel 6, Part 1;

THENCE North 52° 03' 13" East – 51.43' to a 1/2" iron rod with a cap "SPRY 5647" set for a point for corner of the herein described tract, common to a point for corner of said Parcel 6, Part 1;

THENCE North 01° 45' 55" East – 42.28' to the most westerly northwest corner of the herein described tract, common to the northeast corner of said Parcel 6, Part 1, in the centerline of County Road 105, common to the south line of the 3.283 acre tract, described in the deed to Equity Trust Company, recorded in Document Number 20150305000240760 P.R.C.C.T.;

THENCE South 87° 07' 44" East – 292.94' along the centerline of said County Road 105 to a point for corner of the herein described tract, from which an "X" found in concrete bears North 86° 44" East – 5.31',

THENCE South 89° 52' 39" East continuing along the centerline of said County Road 105, passing at a distance of 199.96' an "X" in concrete found for southeast corner of said 3.283 acre tract, common to the southwest corner the 7.824 acre tract described in the deed to Sutton Field Investments, LLC, recorded in Document Number 20150305000240910 P.R.C.C.T., continuing for a total distance of 650.14' to an "X" in concrete found for a point for corner of said 83.113 acre tract, common to the southeast corner of said 7.824 acre tract;

THENCE North 00° 34' 45" West – 234.77' continuing along the centerline of said County Road 105 to a P.K. Nail set for a point for corner of the herein described tract;

THENCE North 88° 53' 25" East, passing at a distance of 11.26' a 1/2" iron rod found for the southwest corner of the 1 acre tract, Exhibit A, No. 3, described in the deed to Gunter Special Utility District, recorded in Volume 5580, Page 2526 P.R.C.C.T, continuing for a total distance of 220.38' to a 1/2" iron rod found for the southwest corner of said 1 acre tract;

THENCE North 02° 28' 54" East – 222.14' to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the most northerly northwest corner of the herein described tract, near the centerline of said County Road 105, common to the south line of said 156.632 acre tract;

THENCE North 89° 15' 23" East – 982.61' along or near the centerline of said County Road 105 to the POINT OF BEGINNING and containing 82.851 acres of land.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That Celina Independent School District, does hereby adopt this plat designating the herein above described property as **LOT 1 AND LOT 2, BLOCK A, CELINA HIGH SCHOOL**, an addition to Collin County, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. Collin County, the City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger o interfere with the construction, maintenance, or efficiency of their respective systems in said easements. Collin County, the City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand this the _____ day of _____, 2017.

BY: _____
Authorized Signature of Owner

_____
Printed Name and Title

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this _____ day of _____, 2017.

_____
Notary Signature

Notary Stamp:

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

A FINAL PLAT OF
LOT 1 AND LOT 2, BLOCK A

CELINA HIGH SCHOOL ADDITION

AN ADDITION TO THE CITY OF CELINA, OUT OF THE 83.113 ACRE TRACT OF LAND CONVEYED TO CELINA INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NUMBER 20070404000455450, IN THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, IN THE WADE H. RATTON SURVEY, A-753, CITY OF CELINA, COLLIN COUNTY, TEXAS

OWNER: Celina Independent School District
205 S. Colorado
Celina, TX
Phone: 469-742-9100

SURVEYOR: Spry Surveyors, LLC
8241 Mid-Cities Blvd., Ste.102
North Richland Hills, TX 76182
Phone: 817-776-4049
Firm Reg. No. 10112000

SPRY PROJECT NO. 022-032-30
DATE: JULY 2017

Jul 28, 2017 – 5:43am
s:\022_Educational and Religious\022-032 Celina High School Addition – CISD\30-Plat\ spry-Celina High EDIT.dwg

Mainstreet Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Rebecca Barton, Downtown Development Manager
CC:	Lance Vanzant, City Attorney
Date:	August 8, 2017
Re:	Main Street Advisory Board Recommendation for Directional Sign.

Action Requested:
Consider and act upon the Main Street Advisory Board's recommendation for the directional kiosk to be located at the northeast corner of FM 455/ E Pecan and Preston Road. (Barton)

Background Information:
Staff presented options to the Main Street Advisory Board for their recommendation for a directional sign to be located at the northeast corner of FM 455/ E Pecan and Preston Road.

Board Review/Citizen Input:
The Main Street Advisory Board recommended a four panel sign with the following three panel hierarchy and appearance with City Council choosing the fourth panel's text:
1. Historic Downtown Square
2. City Hall/Library
3. Shopping/Dinning
4.

Financial Considerations:
n/a

Legal Review:
n/a

Supporting Documents:
Four Panel Directional Sign

Staff Recommendation:
Staff recommends approval of Main Street Advisory Board's recommendation.

DESIGN

15" x 42.5" Panels

6448 EAST HWY 290, STE. B-106 • AUSTIN, TEXAS 78723 • 512-670-3717

NATIONAL SIGN PLAZAS

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PROJECT_____
CLIENT_____
ADDRESS_____
PHONE_____

SALESPERSON_____
DESIGNER_____
ORIGINAL DATE_____
REVISIONS_____

Colors shown are not true matches to final product. For exact color match, refer to actual materials being used.

CLIENT APPROVAL
AS IS ☐ WITH REVISION(S)

SIGNATURE_____
Your signature indicates final approval of this from responsibility of incorrect information.