NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, JULY 14, 2015 AT 5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. New employee introductions-Greg Gulick, Bridgette Bise, Jessica Matehuala.

B. Engineering Update. Johnson

C. Digital Radio update. Foreman

D. Tax rate and budget process and hearings update. Toutounchian

E. Park land purchase. Montgomery

F. Any and/or all agenda items.

III. EXECUTIVE SESSION:

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

A. Lease Agreement with First United Methodist Church.

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

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Lifesaving Award Recognition. Metdker

VI. OPEN FORUM:

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

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

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

A. ***Minutes Approval:***

1. City Council - Regular Meeting - Jun 9, 2015 5:00 PM

B. Consider and act upon a contract by and between the City of Celina and Halff Associates for Professional Services related to GIS. Johnson

C. Consider and act upon a resolution to become a member of The Interlocal Purchasing System (TIPS). Johnson

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

E. Consider and act upon an Interlocal Dispatch Agreement by and between the City of Celina and Collin County. Metdker

F. Consider and act upon an Interlocal Jail Services Agreement by and between the City of Celina and Collin County. Metdker

G. Consider and act upon an ordinance annexing a ±58.46 acre tract of land located in the Collin County School Land Survey No. 15, Abstract Number 170, Collin County, Texas, generally located east of Business 289 (S. Oklahoma Street), north of CR 95 and south of CR 99; and a ±60.13 acre tract of land located in the Gabriel Chenoweth Survey, Abstract Number 140, Collin County, Texas and is generally located at the intersection of CR 58 and CR 59 and NWC of Business 289 and CR58. (Huddleston Tracts 1&2) Liebman

H. Consider and act upon an agreement by and between the City of Celina, Texas and Billie Ray and Jane Huddleston to extend the time frame in which the City is required to provide certain services to an annexed tract. Liebman

I. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Lawrence and Susan Brenner. Liebman

J. Consider and act upon a petition for annexation and set two public hearing dates on August 11, 2015 at 6:00 P.M. and August 11, at 6:35 P.M. to take place at 112 N. Colorado Dr. Celina, Tx 75009, to consider testimony regarding annexing a ±2.995 acre tract of land located in the Samuel Queen Survey, Abstract Number 731, Tract 8, Collin County, Texas. The property is generally located north of Sunset Blvd., west of CR 90 and south of FM 455. (Kerr Inn) Liebman

K. Consider and act upon an ordinance adopting the annexation of a ±90.285 acre tract of land located in the L.M. Boyd Survey, Abstract Number 48, Tract 2-9, Collin County, Texas, the property Is generally located east Of SH289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100. (Littell Tract) Liebman

L. Consider and act upon an ordinance annexing a 107.207 acre tract of land located in Abstract A0132 B B B & C Ry Co Survey, Tract 6. The property is generally located at the southeast corner of FM 428 and West Sunset Blvd (CR56). (Earthman tract) Liebman

M. Consider and act upon an ordinance annexing a 7 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 39; and a 4.115 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 89 (Chen Annexations) Liebman

N. Consider and act upon a Construction Plat for Light Farms Phase 5, being approximately 80.10 acres situated in the John Ragsdale Survey, Abstract No. 734, and containing 278 residential lots and 1 day school lot. Liebman

O. Consider and act upon a petition for the voluntary annexation of a ±4.00 acre tract of land located in the Collin County School Land Survey #14, Abstract Number 167 and generally located on the east side of Preston Road and south of Sunset Boulevard, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and set two public hearing dates on August 11, 2015 at 6:00 p.m. and on August 11, 2015 at 6:05 p.m. (Keller Williams) (Liebman)

P. Consider and act upon a petition for the voluntary annexation of a ±6.017 acre tract of land located in the Collin County School Land Survey #14, Abstract Number 167 and generally located on the west side of Preston Road and north of CR 5 (Frontier Parkway, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and set two public hearing dates on August 11, 2015 at 6:00 p.m. and on August 11, 2015 at 6:05 p.m. (Hallford) (Liebman)

Q. Consider and act upon a resolution setting a date, time and place (Tuesday, August 11, 2015 at 6:00 PM & Tuesday, August 11, 2015 at 6:05 PM @ 112 N. Colorado Dr., Celina, Tx 75009) for public hearings on the proposed annexations of a 127.688 acre tract of land situated in the T. Mcintire Survey Abstract No. 0903a, Tract 8, Denton County, Texas. The property is contiguous to and adjoining the City and are generally located on the east of FM 1385, north and west of Crutchfield Dr., and south of FM 428. (Denton Co. 128) Liebman

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct two public hearings at 6:00 pm and 6:05 pm and consider testimony regarding the voluntary annexation of a 114.1 acre tract of land generally located east of CR 6 (Legacy Drive), north of CR 7, and west of CR 50, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Cambridge Crossing) (Liebman)

B. The Celina City Council will conduct a public hearing to consider testimony and take action on a replat for Lot 2R, Block A of the Light Farms Homestead Court Addition. (Light Farms Homestead Court Addition) Liebman

C. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. regarding a voluntary annexation request annexing a 403.5 acre tract of land generally located north of FM 1461, south and west of County Road 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) Liebman

D. The Celina City Council will conduct a public hearing to consider testimony and take action upon a resolution authorizing and creating the Wells South Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code; a ±400.5 acre tract of land generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83 (Coit Road). (Wells South) (Liebman)

E. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±400.5 acre tract of land. The property is generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83. (Wells South) (Liebman)

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

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

IX. <u>ACTION ITEM</u>:

A. Consider and act upon a resolution accepting a petition from The Parks at Wilson Creek, L.P., a Texas Limited Partnership, seeking to disolve the existing Parks at Wilson Creek Public Improvement District (PID), calling for a public hearing and directing the statutory notices to be given. The property, The Parks at Wilson Creek, is a ±539 acre tract of land located in the Charles P. Rice Survey, Abstract No. 771 and the Samuel Queen Survey, Abstract No. 731, Collin County, State of Texas. The property is generally located north and south of Sunset Boulevard, east of the future alignment of Coit Road, and north of the future alignment of the Collin County Outer Loop. (The Parks at Wilson Creek) (Liebman)

B. Consider and act upon a resolution accepting a petition from The Parks at Wilson Creek, L.P. a Texas Limited Partnership, seeking to create a Public Improvement District (PID), calling for a public hearing and directing the statutory notices to be given. The property, The Parks at Wilson Creek, is a ±668 acre tract of land in the located in the Charles P. Rice Survey, Abstract No. 771, the J.B. Wilmeth Survey, Abstract No. 985, the J.B. Wilmeth Survey, Abstract No. 983, the Levin Routh Survey, Abstract No. 779, the Samuel Queen Survey, Abstract No. 731, and the Mary Howell Survey, Abstract No. 395; Collin County, State of Texas. The property is generally located north and south of Sunset Boulevard, east of the future alignment of Coit Road, and north of the future alignment of the Collin County Outer Loop. (The Parks at Wilson Creek) (Liebman)

C. Consider and act upon a Meritorious Exception request for signage from Light Farms for a wrap on a screening wall. Liebman

D. 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 agreement with Collin County for the acquisition of park land and authorize the City Manager to purchase 30.778 acres for a maximum price of $984,896. Montgomery

E. Consider and act upon an a Chapter 380 grant agreement between The City of Celina, Texas and First Texas Homes, Inc., acting by and through their respective authorized officers and representatives. Montgomery

X. ADJOURNMENT:

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

_____ _____

Vicki Faulkner, TRMC Date Notice Removed

City Secretary, City of Celina, TX

Fire Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kyle Mills, Deputy Fire Chief
Date: July 14, 2015
Re: Lifesaving Awards

Action Requested:

Lifesaving Award Recognition. Metdker

Background Information:

On May 18, 2015 at 8:58pm, Celina Fire/EMS and Police responded to a report of an unconscious man in Celina. Once enroute, they received an update that the patient wasn't breathing. Chief Mills heard this on his radio and responded from his house to help. Lieutenant McCarty was off duty and saw the page and walked across the street to help. Upon arrival (at 9:01pm), the paramedics found a citizen, Mr. John Stark in full cardiac arrest. After beginning advanced life support procedures and ultimately shocking his heart 3 times, the paramedics got a pulse back on Mr. Stark. They continued advanced life support and starting cooling the patients body through chilled saline. This lessens the damage done to heart during cardiac arrest. The paramedics were able to regain a blood pressure on Mr. Stark prior to arriving at the hospital. Once at the hospital, the paramedics transferred care and went in service. Without the quick/calm 911 call from Mrs. Stark, quick and skillful actions by the paramedics and the incredible support from the police officers on scene, the outcome could have been very different. Therefore, for their actions on May 18, 2015, these first responders will receive a lifesaving award. This award will be presented by Mr. Stark who is now home and doing wonderful.

Awards:

Justin Beamis-Lead Paramedic

Captain Matt Jones

Lieutenant Shawn McCarty

James Campbell (now Lt. Campbell)

Justin Davis

Patrick DiCredico

James Lewin

Officer Mike Proffer

Officer Billy Wyrick

Chief Kyle Mills

Board Review/Citizen Input:

Mr. And Mrs. Stark have agreed to be at the meeting and present the paramedics with the award.

Alternatives:

None

Financial Considerations:

None

Legal Review:

None

Supporting Documents:

None

Staff Recommendation:

Staff recommends approval

NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, JUNE 9, 2015 AT 5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Oaths of Office for newly elected councilmembers - Faulkner

Newly elected councilmen Erik Geiger, Place 1, Wayne Nabors, Place 2, and Andy Hopkins, Place 3 took their oaths of office.

B. Employee Introductions - Johnson, Metdker

Public Works Director Gabe Johnson introduced Assistant Public Works Director Alan Fourmentin. Public Safety Director Mark Metdker introduced officer Kyle Peck.

C. Digital Radio equipment for the Fire Department - Metdker

D. Department Update for Engineering and Public Works - May 2015

E. Events update - Ricketts

F. Collin County Parks and Open Space Grant - Montgomery

G. City Hall remodel - Montgomery

H. Old Celina Limited Incentive Agreement - Kirk Wilson, David Pettit

Asked the council for entitlements, for approval of a Development Agreement, appointing of a Municipal Management District Board and to create a Tax Increment Reinvestment Zone on behalf of the Glendenning family.

I. Public Improvement Districts, Tax Increment Reinvestment Zones, and Municipal Management Districts - Jim Sabonis of First Southwest

J. Discussion regarding any and all agenda items

No other items were discussed.

III. EXECUTIVE SESSION:

City Council convened into executive session at 6:13 pm with City Manager Mike Foreman and City Attorney Lance Vanzant.

City Council will convene into Executive Session pursuant to Texas Government Code SEction 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, 551.072 Deliberation Regarding Real Property, to deliverate the purchase, exchange, lease or value of real property, and 551.071 Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary

Rules of Professional conduct of the State Bar of Texas clearly conflicts with this Chapter.

A. City Manager contract review

B. Property generally located north of Frontier Parkway, south of FM 455, west of SH 289, east of Dallas North Parkway.

C. Dynavest Joint Venture

D. Lease agreement with First United Methodist Church

E. Reconvene into Open Session and act upon any items discussed in Executive Session

Item A. Councilman Anderson moved to extend the contract under the terms discussed in executive session. Mayor Pro Tem Roberts seconded. Motion carried. 6-yes;0-no.
Item B. No action taken
Item C. No action taken
Item D. Councilman Hopkins moved to amend the lease as discussed in executive session. Councilman Anderson seconded. Motion carried. 6-yes;0-no.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of Allegiance. Councilman Nabors gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

Mayor Terry presented City Secretary Vicki Faulkner with a plaque recognizing twenty years of service to the City of Celina.

VI. OPEN FORUM:

No comments were received.

VII. CONSENT AGENDA:

Minutes Acceptance: Minutes of Jun 9, 2015 5:00 PM (Minutes Approval)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Carmen Roberts, Place 4
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

Minutes Approval:

A. City Council - Regular Meeting - May 12, 2015 5:00 PM

B. City Council - Canvass - May 19, 2015 4:30 PM

C. Consider and act upon a petition for annexation and set public two hearing dates on July 14, 2015 at 6:05 p.m. and July 14, 2015 at 6:05 p.m. for a 403.1 acre tract of land generally located north of FM 1461, south and west of County Road 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) Liebman

D. Consider and act upon a petition for annexation and set public two hearing dates on July 14, 2015 at 6:00 p.m. and July 14, 2015 at 6:05 p.m. for a 114.1 acre tract of land generally located east of CR 6, (Legacy Drive) north of CR 7, and west of CR 50, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Cambridge Crossing) Liebman

E. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Stephen and Cynthia Sharrock. Liebman

F. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Martinek Farming LLC. Liebman

G. Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-tex Division regarding the company's 2014 and 2015 rate review mechanism filings; approving a settlement agreement with attached rate tariffs and proof of revenues; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel. Toutounchian

H. Consider and act to authorize the Mayor to execute a contract with Wilson Contractor Services in the amount of $2,935,000 for the construction of the Southeast Sector Water Lines W1 and W2. Johnson

I. Consider and act upon an engineering consultant change order with Pacheco Koch, LLC. in the maximum amount of $113,630, for Engineering Services for the Southeast Sector Sewer Line Survey and Route Alignment. Johnson

J. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A, Fee Schedule. Liebman

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct a public hearing and take action regarding a zoning amendment request on a ±86.64 acre tract of land located in the John Morton Survey, Abstract Number 791, and the Anthony Thomasson Survey, Abstract Number 1265, Denton County, Texas. The property is generally located on the south of Carey Road, east of Smiley Road, west of CR 6 (Legacy Drive) and north of Parvin Road. (West Celina 86) Liebman

Mayor Terry opened the hearing at 7:45 pm. No public comment was received. Mayor Terry closed the hearing at 7:48 pm.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Erik Geiger, Councilman
SECONDER:	Carmen Roberts, Place 4
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

B. The Celina City Council will conduct a public hearing at 6:00 pm and 6:05 pm to consider testimony regarding the voluntary annexation of a ±58.46 acre tract of land located in the Collin County School Land Survey No. 15, Abstract Number 170, Collin County, Texas. The property is generally located east of Business 289 (S. Oklahoma Street), north of CR 95 and south of CR 99. (Huddleston Tract 1) Liebman

Mayor Terry opened the hearing at 7:48 pm. No public comment was received. Mayor Terry closed the hearing at 7:50 pm.
Mayor Terry opened the second hearing at 7:50 pm. No public comment was received. Mayor Terry closed the hearing at 7:51 pm.

RESULT:	**NO ACTION**

C. The Celina City Council will conduct a public hearing at 6:00 pm and 6:05 pm to consider testimony regarding the voluntary annexation of a ±60.13 acre tract of land located in the Gabriel Chenoweth Survey, Abstract Number 140, Collin County, Texas. The property is generally located at the intersection of CR 58 and CR 59 and NWC of Business 289 and CR58. (Huddleston Tract 2) Liebman

Mayor Terry opened the hearing at 7:51 pm. No public comment was received. Mayor Terry closed the hearing at 7:52 pm.
Mayor Terry opened the second hearing at 7:52 pm. No public comment was received. Mayor Terry closed the hearing at 7:53 pm.

D. The City Council will conduct a public hearing at 6:00 pm and 6:05 pm to consider testimony on the proposed annexations of a 7 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 39; a 4.115 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 89; and a 107.207 acre tract of land located in Abstract A0132 B B B & C Ry Co Survey, Tract 6. Liebman

Mayor Terry opened the hearing at 7:53 pm. No public comment was received. Mayor Terry closed the hearing at 7:53 pm.
Mayor Terry opened the second hearing at 7:53 pm. No public comment was received. Mayor Terry closed the hearing 7:54 pm.

Minutes Acceptance: Minutes of Jun 9, 2015 5:00 PM (Minutes Approval)

E. The City Council will conduct a public hearing to consider testimony and act upon a resolution regarding the creation of a Public Improvement District (PID) for Ownsby Farms, a ±113.548 acre tract of land. The property is generally located west of SH 289 (Preston Road), north of CR 5 (Frontier Parkway), south and east of CR 53. (Ownsby Farms) Liebman

Mayor Terry recused himself and left the room at 7:54 pm before discussion of this item. Mayor Pro Tem Roberts opened the hearing at 7:54 pm. Councilman Nabors asked about the financial aspects of the project. Jim Sabonis with First Southwest answered that there were strategies to fast track this project and that would be coming later. No other comments were received. Mayor Pro Tem Roberts closed the hearing at 7:57 pm.

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

F. Conduct a public hearing to consider testimony and act upon a resolution regarding the creation of a Public Improvement District (PID) for Sutton Fields, a ±494.883 acre tract of land. The property is generally located at the northeast corner of Parvin Road and FM1385. (Sutton Fields) Liebman

Mayor Pro Tem Roberts opened the hearing at 7:58 pm. No public comment was received. Mayor Pro Tem Roberts closed the hearing at 7:59 pm.

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

IX. ACTION ITEM:

A. Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located west of SH 289 (Preston Road), north of CR 5 (Frontier Parkway), south and east of CR 53 and consisting of approximately 113.548 acres of land; 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. (Ownsby Farms) Liebman

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wayne Nabors, Place 2
SECONDER:	Lori Vaden, Place 5
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

B. Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located at the northeast corner of Parvin Road and FM1385 and consisting of approximately 494.883 acres of land; 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) Liebman

Minutes Acceptance: Minutes of Jun 9, 2015 5:00 PM (Minutes Approval)

Mayor Terry returned after the vote on this item at 8:03 pm.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Lori Vaden, Place 5
SECONDER:	Wayne Nabors, Place 2
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create a Public Improvement District in the Extraterritorial Jurisdiction, calling for a public hearing and directing the statutory notices to be given. The property, Wells South, is approximately 403.1 acres generally located north of 1461, east of CR 83, and south and west of CR 84, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) Liebman

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

D. Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located at the northeast corner of CR83 and FM1461 and consisting of approximately 403.1 acres of land; 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. (Wells South) Liebman

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

E. Consider and act upon an ordinance adopting the annexation of a ±90.285 acre tract of land located in the L.M. Boyd Survey, Abstract Number 48, Tract 2-9, Collin County, Texas, the Property Is Generally Located East Of SH289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100. (Littell Tract) Liebman

RESULT:	**TABLED [UNANIMOUS]**	**Next: 7/14/2015 5:00 PM**
MOVER:	Wayne Nabors, Place 2	
SECONDER:	Chad Anderson, Place 6	
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger	

F. Consider and act upon a Subdivision Ordinance variance request to allow a cul-de-sac within the Wellspring development to exceed the maximum allowed length of 600 feet. The property is generally located north of FM 1461, west of FM 2478, east of CR 84, and south of Brinkmann Ranch Road. (Wellspring, PD #51) Liebman

Minutes Acceptance: Minutes of Jun 9, 2015 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Wayne Nabors, Place 2
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

G. Consider and act upon a Development Agreement between the City of Celina and Frasier Capital to determine Roadway Proportionality Fees. The property is ±112.286 acres situated in the Coleman Watson Survey, Block 4, Tract 51, Abstract No. 945 in Collin County, Texas. The property is generally located north of FM 1461, west of FM 2478, east of CR 84, and south of Brinkmann Ranch Road. (Wellspring, PD #51) Liebman

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

H. Consider and act upon an ordinance adopting the annexation of a ±16.85 acre tract of land located in the Collin County School Land Survey, Abstract Number 167, Block 1, Tract 85 Collin County, Texas. The property is generally located north and east of Oklahoma Street (Business 289), west of Preston Road (SH289) and south of Ash Street. (Eland Energy Tract) Liebman

RESULT:	**TABLED [UNANIMOUS]**	**Next: 7/14/2015 5:00 PM**
MOVER:	Wayne Nabors, Place 2	
SECONDER:	Carmen Roberts, Place 4	
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger	

I. Consider and act to ratify a construction contract with SYB Construction Company for the Emergency Repair of Preston Hills Circle in the Amount of $69,950. Johnson

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wayne Nabors, Place 2
SECONDER:	Lori Vaden, Place 5
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

J. Consider and act to authorize the City Manager to approve the purchase of digital radio equipment not to exceed $435,000. Metdker

Councilwoman Vaden moved to approve the purchase in an amount not to exceed $444,000.00.

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

K. Consider and act upon award of a proposal and qualifications for the City Hall Remodel and authorize the city manager to negotiate and execute a contract.

Councilman Nabors moved to award the contract to Hill and Wilkinson.

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

L. Consider and act upon a resolution of the City Council of the City of Celina hereinafter referred to as "Applicant", designating certain officials as being responsible for action for and on behalf of the "Applicant" in dealing with Collin County, hereinafter referred to as "County"; for the purpose of participating in the "County's" Parks and Open Space Project Funding Assistance Program, herein after referred to as the "Program"; certifying that the "Applicant" is eligible to receive program assistance; certifying that the "Applicant" matching share is readily available; and dedicating the proposed site for public recreational uses. Montgomery

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

M. Consider and act upon a resolution approving and authorizing publication of notice of intention to issue certificates of obligation and declaring expectation to reimburse expenditures with proceeds of future debt. Toutounchian

Jim Sabonis with First Southwest noted the not to exceed amount of $27,500,000.00 for water and sewer projects.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Wayne Nabors, Place 2
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

N. Consider and act to appoint a Mayor Pro Tem.

Councilman Nabors moved to nominate Chad Anderson for Mayor Pro Tem. Councilman Hopkins seconded. Motion carried. 6-yes;0-no.

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 8:22 pm.

_____
Sean Terry, Mayor

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

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Jun 9, 2015 5:00 PM (Minutes Approval)

Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: July 14, 2015
Re:

Action Requested:

Consider and act upon a contract by and between the City of Celina and Halff Associates for Professional Services related to GIS. Johnson

Background Information:

Halff will assist the City with the development of an enterprise Geographic Information system (GIS). The enterprise GIS will support the City's existing GIS data and allow for the creation of future datasets. Halff will create the initial enterprise GIS database using the City's GIS features which include water and sewer system assets, Major CIP projects, land use, master plans for parks and trails, and political boundaries. In addition to the City's existing data the following data layers will be acquired and imported in the database:

Parcels, Abstracts, Floodplains, BFE's, streams, contours, railroads, ISD boundaries and other publicly available datasets.

Halff will develop two (2) web map applications with Esri's ArcGIS Application Programming Interface (API) for JavaScript version 3.13. The standard web map platform includes the functionality to zoom, pan, toggle feature layers on and off, search by address, identify features, edit features, print, and view feature layer attribute tables. A variety of base map options will be available; including aerial imagery and street maps, and the user will be able to toggle between them.

1. Public Web Map - This web map will be deployed as a publicly available site. This site will display the basic information the City would like presented to the general public, but the end user will not be able to edit the data.

2. Secured Web Map - This web map will be deployed as a restricted site for use by the City staff only. Through this web map, City staff will be able to view all of their GIS data layers and make edits as needed.

Halff has developed an iPhone/iPad (iOS) application to support mobile GIS needs. The Halff GIS iOS App will be configured to support the City's operational layers like the water and sewer systems. The mobile GIS application will allow City staff to view asset information and collect new assets while in the field. Using the Halff App, the City will be able to collect additional assets that were not available during the initial data development process. Halff will initially configure up to three mobile services for the City to use. If the City identifies additional mobile GIS needs, those services can be configured as well.

Halff will provide one day of on-site training for the City staff. This training session will cover the available datasets within the City's GIS database, how to manage the security module, how to use the web maps, and how to use the mobile GIS application. Halff will also be available via telephone and email to answer the City's questions.

Halff will support the City with a GIS planning session to identify the goals and objectives the City has for the future expansion of their GIS system including the implementation of a work order and asset management system.

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

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Contract is for a lump sum of $15,000. Contract does allow for on-call hourly services as needed. Propose to over run the Public Works line by 102-514-02-5149 - Engineering and under run line 102-514-03-5211 - Asphalt and Aggregate.

Legal Review:

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

Supporting Documents:

Contract

Staff Recommendation:

Approve

HALFF

June 17, 2015
1008-15-9851

Alan Fourmentin
Assistant Director of Public Works
City of Celina
142 N. Ohio Street
Celina, TX 75009

RE: Proposal for GIS Database Support and Hosting

Dear Mr. Fourmentin,

We are pleased to present the following scope of services and fee schedule to provide professional GIS services for the City of Celina. Per our discussion, the City would like Halff Associates to develop and host a Geographic Information System (GIS) database that will support the City's existing GIS data layers and allow for the expansion and integration of a work order management system. This proposal outlines the tasks that will be performed to support the City's needs and develop the data that will be included in the GIS database, web maps, and mobile GIS application.

The enclosed contract proposal includes Attachment 'A' – Scope of Services, Attachment 'B' – Fee Summary, Attachment 'C' – Data Ownership, Exhibit A – Hourly Rate Schedule, Exhibit B – Unit Pricing Schedule, Exhibit C – Task Order Template, Halff Associates' Agreement for Professional Services on a Task Order Basis, and Task Order TO01. The fee for Task Order T01 is lump sum in the amount of $15,000 with billings made monthly. The fees quoted in this proposal will be honored for up to 60 days from the date of this proposal. The signed Agreement by both parties will serve as Notice to Proceed (NTP). GIS services will begin upon NTP and receipt of existing data from the City of Celina.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you, and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this proposal.

Sincerely,

HALFF ASSOCIATES, INC.

Erin L. Atkinson, P.E., CFM, GISP
Vice President, Director of GIS

C:

HALFF ASSOCIATES, INC.

4000 FOSSIL CREEK BLVD
FORT WORTH, TX 76137

TEL (817) 847-1422
FAX (817) 232-9784

WWW.HALFF.COM

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

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ATTACHMENT 'A'

Scope of Services

Overview

Halff will assist the City of Celina with the development of an enterprise Geographic Information System (GIS). This enterprise GIS will support the City's existing GIS data and allow for the creation of future datasets. Halff has extensive experience with developing and hosting GIS databases. As a member of the Esri Partner Network, Halff uses the suite of ArcGIS software applications and is a licensed Esri Application Service Provider (ASP). Halff currently uses ArcGIS Desktop and Server version 10.3 and Microsoft SQL Server 2012 for the development, storage, and publication of the GIS map services. Halff's hosting capabilities allows City staff to access their GIS data via web maps, geodata services, and mobile applications.

Initial GIS Database Development

Halff will create the initial enterprise GIS database using the City's existing GIS features which include water and sewer system assets, major CIP projects, land use, master plans for parks and trains, and political boundaries. These datasets are represented by a total of 40 individual point, line, and polygon feature classes. Each feature class will be reviewed for data integrity and existing attribute fields will be documented. In addition to the City's existing data the following data layers will be acquired and imported into the database:

1. Collin CAD Parcels
2. Collin CAD Abstracts
3. FEMA Floodplains
4. FEMA BFE's
5. Streams and water bodies
6. USGS Contours
7. Railroads
8. ISD Boundaries
9. Other publically available datasets can also be added

Once the initial geodatabase has been created, the database design will be reviewed with the City. After the review, Halff will address the City's comments and then publish the map services for use with web maps and mobile applications.

Web Maps

Halff will develop two (2) web map applications with Esri's ArcGIS Application Programming Interface (API) for JavaScript version 3.13. Web maps developed with the ArcGIS API for JavaScript can be accessed from a variety of standard modern web browsers that support HTML 5 and CSS3, for example Internet Explorer v9+, Firefox, Chrome, and Safari v3+. Web Maps based on JavaScript do not require the end user to install third party plug-ins. The standard web map platform includes the functionality to zoom, pan, toggle feature layers on and off, search by address, identify features, edit features, print, and view feature layer attribute tables. A variety of base map options will be available; including aerial imagery and street maps, and the user will be able to toggle between them.

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

1. Public Web Map – This web map will be deployed as a publicly available site. This site will display the basic information the City would like presented to the general public, but the end user will not be able to edit the data.
2. Secured Web Map – This web map will be deployed as a restricted site for use by the City staff only. Through this web map, City staff will be able to view all of their GIS data layers and make edits as needed.

Mobile GIS Application

Halff has developed an iPhone/iPad (iOS) application to support mobile GIS needs. The Halff GIS iOS App will be configured to support the City's operational layers like the water and sewer systems. The mobile GIS application will allow City staff to view asset information and collect new assets while in the field. Using the Halff App, the City will be able to collect additional assets that were not available during the initial data development process. Halff will initially configure up to three mobile services for the City to use. If the City identifies additional mobile GIS needs, those services can be configured as well.

Role Based Security

Halff uses a role based security module to control access to the web maps and mobile GIS application. The City will have administration rights for the security module which allows for user account management. The designated administrator will have the ability to create, edit, and delete accounts as well as set the login role associated with the account and control which accounts have access to the mobile GIS application.

Training and Support

Halff will provide one day of on-site training for the City staff. This training session will cover the available datasets within the City's GIS database, how to manage the security module, how to use the web maps, and how to use the mobile GIS application. Halff will also be available via telephone and email to answer the City's questions.

Future GIS Planning

Halff will support the City with a GIS planning session to identify the goals and objectives the City has for the future expansion of their GIS system including the implementation of a work order and asset management system.

GIS Database and Web Map Hosting

The web maps and GIS database developed for this project will be hosted on Halff's corporate servers which physically reside in Richardson, TX. Halff's IT department has a formal backup and disaster recovery plan in place which includes offsite virtualized servers, emergency power backup (short term and long term), and redundant internet connections. The hosting service includes server monitoring, security and user account administration, database administration, web map monitoring,

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

and access to the Halff GIS iOS (iPhone/iPad) App. The annual hosting fee will be waived for FY 14/15 while the geodatabase, web maps, and mobile apps are being developed.

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

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ATTACHMENT 'B'

Fee Summary

PROPOSED FEE SCHEDULE

I. GIS Development $15,000
II. Hosting Fee, FY 14/15 ..... $0

TOTAL LUMP SUM FEE $15,000

The total fee of $15,000 is a lump sum fee and will not be exceeded without prior approval from the City of Celina. This lump sum fee will be invoiced on a monthly basis after notice to proceed has been received. Halff will coordinate with the City to establish the billing schedule.

Additional services may be requested by the City of Celina on a task order basis. Halff will develop a separate scope and fee for each additional service and obtain approval from the City prior to initiating work on the additional services. A summary of current hourly billing rates is provided on **Exhibit A** along with a current unit pricing schedule on **Exhibit B**.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees and budgets. Services shall be invoiced monthly based on percent of project completed. Direct costs, including printing, plotting, and reproduction, postage, messenger service, specialized equipment (such as GPS), long distance telephone calls and vehicle mileage will be considered reimbursable and will be billed at 1.10 times the direct cost incurred.

The fees and budgets established above do not include revisions once the project is underway. If revisions are requested, a revision to the scope and budget will be required.

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

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ATTACHMENT 'C'

Data Ownership

All GIS data developed during this project shall be considered the property of the City of Celina. This shall include the items listed under Attachment 'A' as well as any GIS data layers developed through additional task orders executed under this contract. Upon request from the City of Celina, Halff will provide the GIS data developed under this contract in an ArcGIS file geodatabase format at no additional cost.

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

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EXHIBIT A

Hourly Rate Schedule
As of June 2015

A summary of current hourly billing rates is provided below:

Project Manager	$155 — $200
Database/GIS Programmer	$85 — $145
Sr. GIS Analyst	$85 — $110
Jr. GIS Analyst	$60 — $85
GIS Intern	$30 — $60
CADD Technician	$55 — $95
Clerical	$45 — $75
Contract Administration	$65 — $90

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

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EXHIBIT B

Unit Pricing Schedule (May 1, 2015)

Unit Code	Unit Description	Unit of Measure	$ per Unit
	REPRODUCTION		
BINDBK	Binding Booklets	Per Set	$5.00
BINDPL	Binding Plans	Per Set	$5.00
BLUEPR	Blacklines	Per Each	$1.00
COPY1	Copies and Scans – Legal and Letter / B&W	Per Sheet	$0.10
COPY2	Copies and Scans – Oversize (11x17) / B&W	Per Sheet	$0.20
COPY3	Copies and Scans – Legal and Letter / Color	Per Sheet	$0.75
COPY4	Copies and Scans – Oversize (11x17) / Color	Per Sheet	$1.50
FCMNT	Foam Core Mount	Per Sq Ft	$4.00
PLOT1	Plots – Full Size / B&W	Per Plot	$1.00
PLOT2	Plots – Full Size / Color	Per Plot	$15.00
PLTCSF	Plots – Color – Sq Ft	Per Sq Ft	$2.50
PLTBSF	Plots – B&W – Sq Ft	Per Sq Ft	$0.15
	ENVIRONMENTAL		
ATV	All Terrain Vehicle	Per Day	$35.00
AUGER	Hand Auger	Per Day	$15.00
BOAT	Boat Rental	Per Day	$50.00
CLWSMP	Colliwasa Samplers	Per Each	$10.00
DB	Disposable Bailers (0.75" and 2")	Per Each	$8.00
DIP	Dual Interphase Probe (for free product measuring)	Per Day	$25.00
DPB	Disposable Pressure Bailers (2")	Per Each	$15.00
ENVSVY	Environmental Survey Equipment (for Gradient/Elevation)	Per Day	$100.00
MICRON	10 Micron Filters (for Low Flow Sampling – Metal)	Per Each	$20.00
OVM	Organic Vapor Meter (OVM)	Per Day	$75.00
PROXRS	PROXRS Receiver	Per Hour	$20.00
SED	Sediment / Sludge Sampler	Per Day	$45.00
SILICN	Silicon Tubing (for Low Flow Sampling)	Per Foot	$2.00
TEFLON	Teflon Tubing (for Low Flow Sampling)	Per Foot	$1.00
WLI	Water Level Indicator	Per Day	$15.00
	SURVEY		
ATV	All Terrain Vehicle	Per Day	$35.00
BOAT	Boat Rental	Per Day	$50.00
GATOR	John Deere Gator – Laser Scanner	Per Day	$100.00
GPS	GPS Survey Equipment	Per Hour	$36.00
GPSHH	GPS Survey Equipment Hand Held	Per Day	$20.00
MON1	Small Brass Markers; Type I Survey Monuments	Per Each	$55.00
MON2	Survey Monumentation; Type II R-O-W Markers	Per Each	$220.00
MON3	Survey Monumentation; Type III GPS Markers	Per Each	$220.00
PROXRS	PROXRS Receiver	Per Hour	$20.00
SECCHI	Secchi Disk	Per Day	$10.00
	SUE		
ATV	All Terrain Vehicle	Per Day	$35.00
GPS	GPS Survey Equipment	Per Hour	$36.00
GPSHH	GPS Survey Equipment Hand Held	Per Day	$20.00
M*DV	Mileage Rate for Mobilization / Demobilization of the Designating Vehicle	Per Mile	$2.68
MI*SVY	Mileage Rate for Mobilization / Demobilization of a Survey Truck	Per Mile	$2.68
MI*TCV	Mileage Rate for Mobilization / Demobilization of a Traffic Control Vehicle	Per Mile	$2.68
MI*VE	Mileage Rate for Mobilization / Demobilization of the Vacuum Excavating Vehicle	Per Mile	$5.68
VAC*HD	Heavy Duty Vacuum Excavation Truck	Per Hour	$100.00
VACTRK	Vacuum Truck Charge	Per Hour	$75.00
	OTHER		
CD	Burn CD / DVD	Per Each	$10.00
DELIV1	Delivery / Courier in Area	Per Delivery	$15.00
DELIV2	Delivery / Courier Out of Area	Per Delivery	$40.00
EMILES	Unit Based Miles for eExpense	Per Mile	$0.575 *
DIS1	Digital Imaging Server	Per Day	$75.00
DIS2	Digital Imaging Server	Per Day	$150.00
DIS3	Digital Imaging Server	Per Day	$300.00
GISPEN	GIS Digital Map Pen	Per Day	$30.00
MISC	Miscellaneous	Per Unit	$1.00
RF4	RF4 Realflow Software	Per Day	$100.00
POSTGE	Postage	Per Ounce	$0.49 *
* or current IRS/USPS rate			

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

HALFF

EXHIBIT C

Task Order Template for Additional Services

City of Celina GIS Database Support
Task Order Authorization No. XX
Date

Scope of Work:	1. *Task description*
Deliverables:	1. *Deliverable description*
Items Furnished by the City of Celina:	1. *Description*
Schedule:	*Due Date*
Fees:	Total Fee: $*XXX.XX* This fee will be billed monthly based on the hourly and unit pricing rate schedules included in Exhibits A and B.

Halff Associates is performing the services above under the terms and conditions described in the **Agreement For Professional Services** for the **City of Celina GIS Database Support** project, dated *MM/DD/YYYY*, between Halff Associates and the City of Celina. Halff Associates will bill the above described services under AVO *XXXXX*, Phase GI*XX*.

Submitted	Approved
Halff Associates, Inc.	**City of Celina**
_____	_____
Erin Atkinson, PE, CFM, GISP	_____
Title: Vice President	Title: _____
Date: _____	Date: _____

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

AGREEMENT FOR PROFESSIONAL SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **City of Celina, Texas**, a municipal corporation, duly authorized to act by the City Council of said City, hereinafter called "City," and **Halff Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional services to the City. City and Engineer when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H:

For the mutual promises and benefits herein described, the City and Engineer agree as follows:

1. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. Services to be Performed by Engineer. Engineer shall provide to the City basic professional services on an "as needed" or "task order" basis as determined by the City which services may include, but will not be limited to, those services normally rendered by an engineer or GIS professional to a governmental entity. It is anticipated that such services may include surveying, database design, project development, consultation regarding general project management issues, review of documentation, information technology services to assist the City, as determined by the City, acting through its City Administrator. Engineer, upon specific written request by the City, will prepare a detailed fee schedule for the City's review and approval. Should the City request, Engineer may agree to assist the City in developing and preparing a scope(s) of services responsive to a particular task order. Such task orders shall be bound and interpreted by the terms of this Agreement and execution of such task orders, which shall be numbered sequentially and distinctly. These task orders, when executed by both Parties shall effectively amend this Agreement as if specifically included herein.

3. Compensation of Engineer. The City agrees that Engineer shall be paid for any services requested by the City, at the hourly rates reflected on **Exhibit A**, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. See **Exhibit B** for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Engineer will not provide such additional services until authorized by the City in writing to proceed.

Engineer agrees to submit monthly statements to the City for basic professional engineering or GIS services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the City shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the City shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the City fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the City, suspend professional services until payment is received. City agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

Nothing contained in this Agreement shall require the City to pay for any work that is unsatisfactory as reasonably determined by the City or which is not submitted in compliance with the terms of this Agreement.

4. City's Obligations. The City agrees that it will (i) designate a specific person as the City's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special City requirements, or other pertinent information known to the City, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for the City, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the City or the City's representatives.

5. Termination. The obligation to provide further services under this Agreement may be terminated by either party in writing upon thirty (30) calendar days notice. In the event of termination by the City, Engineer

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

shall be entitled to payment for services rendered through receipt of the termination notice.

6. Ownership and Reuse of Documents. Upon completion of Engineer's services and receipt of payment in full therefore, Engineer agrees to provide the City with an irrevocable license to use the materials and documents prepared or assembled by Engineer under this Agreement. Engineer may retain in its files copies of all drawings, specifications and all other pertinent information related to the work it performs for the City. City's reuse of documents and/or materials provided by or through Engineer on a subsequent or unrelated project or projects shall result in the City automatically indemnifying, defending and holding harmless Engineer from any and all claims, causes of action, suits, disputes or circumstances that in any way result from such reuse by City, its agents, or others possessing such information by or through City.

7. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the City and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. Indemnification. Engineer does hereby covenant and agree to release, indemnify and hold harmless the City and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise directly and proximately by reason of death or injury to property or persons but only to the extent occasioned by the negligent act, error or omission of Engineer, its officials, officers, agents, employees, invitees or other persons for whom Engineer is legally liable with regard to the performance of services under this Agreement.

In the event that the City and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be $1,000,000.00 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the City or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the City a certificate of insurance prior to commencing any work for the City.

11. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement. Engineer shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Engineer's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Engineer agrees to use diligent efforts to perform the services described herein and further defined in the specific task orders or project scope(s) of work, in a manner consistent with therewith. However, the City understands and agrees that Engineer is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound engineering judgment and reasonable diligence.

12. City Objection to Personnel. If at any time after entering into this Agreement, the City has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the City has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the City nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the City and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any City officer, employee or agent.

14. Texas Law to Apply; Successors; Construction. This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. Conflict of Interest. Engineer covenants that during the Agreement period that Engineer shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of the services to be performed under this Agreement. All activities and other efforts made by

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

Engineer pursuant to this Agreement shall be conducted only by Engineer and professionals and/or consultants retained by Engineer. Any actual violation of this Paragraph, with knowledge, express or implied, by Engineer shall render this Agreement voidable by the City.

16. Venue. The parties herein agree that this Agreement shall be enforceable in Celina, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of City and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

18. Prevailing Party. In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. Signatories. The City and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the City or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of __June___, 2015.

HALFF ASSOCIATES, INC.	**CITY OF CELINA, TEXAS**
By: _____ Signature	By: _____ Signature
Erin Atkinson, PE, CFM, GISP Printed Name	_____ Printed Name
Vice President Title	_____ Title
June 17, 2015 Date	_____ Date

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

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

City of Celina GIS Database Support
Task Order Authorization No. 1
June 17, 2015

Scope of Work:	1. Initial GIS database development 2. Web map development 3. Mobile GIS application configuration 4. Training and Support 5. GIS Planning **Refer to Attachment 'A' – Scope of Services from the proposal dated June 17, 2015 for a detailed description of the scope of work.*
Deliverables:	1. Hosted GIS database stored as an enterprise geodatabase using Microsoft SQL Server 2012 2. Two (2) web maps 3. Three (3) mobile GIS configuration 4. GIS planning session
Items Furnished by the City of Celina:	1. Existing GIS data layers 2. Effort associated with initial database design review
Schedule:	1. Initial database development, web maps, and mobile GIS application will be completed within three (3) months of Notice to proceed. 2. Future GIS planning will begin after the initial database development process has been completed.

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

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

Fees:	GIS Development.....$15,000 Hosting Fee, FY 14/15.....$0 **Total Fee.....$15,000** This fee will be billed monthly based on the hourly and unit pricing rate schedules included in Exhibits A and B.

Halff Associates is performing the services above under the terms and conditions described in the **Agreement For Professional Services** for the **City of Celina GIS Database Support** project, dated ____(MM)/____(DD)/_____(YYYY), between Halff Associates and the City of Celina. Halff Associates will bill the above described services under AVO _____, Phase GI01.

Submitted

Halff Associates, Inc.

Erin Atkinson, PE, CFM, GISP

Title: Vice President

Date: 6/17/2015

Approved

City of Celina

_____

_____

Title: _____

Date: _____

Attachment: Celina GIS Proposal 20150617 (1171 : GIS Database Support and Hosting)

Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: July 14, 2015
Re:

Action Requested:

Consider and act upon a resolution to become a member of The Interlocal Purchasing System (TIPS). Johnson

Background Information:

TIPS is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas.

For governmental agencies such as public education organizations, higher education entities, and city or county governments, membership in a purchasing cooperative offers the following benefits:

- Access to competitively procured contracts with quality vendors
- Savings of time and financial resources necessary to fulfill bid requirements
- Assistance with purchasing process by qualified TIPS staff
- Access to pricing based on a "national" high-profile contract

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Membership in The Interlocal Purchasing System is free.

Legal Review:

TIPS advertises the posting of the RFP/RFQ in a manner that meets the state of Texas requirements as well as in additional formats established by TIPS as beneficial to TIPS members including a national advertisement in USA Today.

Supporting Documents:

TIPS Membership Form

Staff Recommendation:

Approve

RESOLUTION

(Please check)
__ Governing Board
__ Commissioners Court

STATE OF _____ COUNTY OF _____

THE REGION VIII EDUCATION SERVICE CENTER for THE INTERLOCAL PURCHASING SYSTEM

And

_____
(Name of Entity applying for Membership in TIPS)

WHEREAS, the entity listed above, pursuant to the authority granted by the applicant's state purchasing Requirements, desires to participate in The Interlocal Purchasing System (TIPS). TIPS is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas, (Camp County). Participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by such entity listed above.

Therefore, be it RESOLVED, that the entity listed above has identified a stated need for participation in The Interlocal Purchasing System (TIPS) whereby _____ is
(Name of Authorized Person)

authorized and directed to sign and deliver any and all necessary documents herewith for and on behalf of above named entity requesting membership in TIPS. I certify that the foregoing is a true and correct original Resolution duly adopted by the _____
(Name of Entity applying for Membership in TIPS)

and is filed on record with TIPS.

In witness thereof, I have set my hand and signature this _____ day of _____, 20____.

By: _____ _____
(Authorized Signature for Entity) *(Printed Name)*

_____ _____
(Title or Position) *(email address)*

This legal document will remain current on file until either party severs the agreement.

Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: July 14, 2015
Re:

Action Requested:

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

Background Information:

The wastewater project consists of design, bidding, and construction phase services for an interceptor to extend the Southeast Sector Interceptor to the north to connect the Parks at Wilson Creek in northeast Celina, Texas. The proposed 27 to 12-inch diameter interceptor is approximately 12,200 linear feet in length and runs generally northward along Wilson Creek from Pebble Creek Drive to the Parks at Wilson Creek. The proposal includes costs for geotechnical and environmental investigations.

Also included in this proposal are design services for the eastern extension of the Southeast Sector Interceptor. This 12-inch diameter interceptor extension is approximately 1,163 linear feet in length

and connects the southern portion of the Lakes at Mustang Ranch development to the Southeast

Sector Interceptor in southeast Celina, Texas.

This proposal also includes design services for the realignment of the Southeast Sector

Interceptor through the Light Farms development in west Celina, Texas. This realignment includes

the realignment of approximately 5,000 linear feet of 21-inch diameter interceptor to be located

in a dedicated easement located on the Light Farms property.

The design, bidding and construction phase services for the lift station and force main

components of the Southeast Sector Interceptor are also included in this proposal. At the direction

of the City, the force main will be designed for the 10-year projected flow of 4.5 MGD. The lift

station will be designed for an ultimate build out flow of 11.2 MGD.

The original contract amount for $585,340 was approved on 10/23/2014. The Change Order No. 1 is for $625,970, which brings the total design contract to $1,211,310.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

We have money available via bond sales. We sold $1.25M in FY14 through water and sewer and we sold $1.60M in CO bonds in 4Q of 2014.

Legal Review:

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

Supporting Documents:

1. Contract

Staff Recommendation:

Approve

Pacheco Koch

May 6, 2015
PK No.: 3551-14.141

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

Re: Professional Civil Engineering Services
SOUTHEAST SECTOR INTERCEPTOR EXTENSION TO NORTH
PWK SEW 2014-06
Celina, Collin County, Texas
MAPSCO: C4F31, 32

Dear Mr. Johnson:

Pacheco Koch, LLC is pleased to submit this proposal to provide professional civil engineering services relating to the referenced project. It is our understanding the wastewater project consists of design, bidding, and construction phase services for an interceptor to extend the Southeast Sector Interceptor to the north to connect the Parks at Wilson Creek in northeast Celina, Texas. The proposed 27 to 12-inch diameter interceptor is approximately 12,200 linear feet in length and runs generally northward from Pebble Creek Drive to the Parks at Wilson Creek.

Also included in this proposal are design services for the eastern extension of the Southeast Sector Interceptor. This 12-inch diameter interceptor extension is approximately 1,163 linear feet in length and connects the southern portion of the Lakes at Mustang Ranch development to the Southeast Sector Interceptor in southeast Celina, Texas.

Further, this proposal includes design services for the realignment of the Southeast Sector Interceptor through the Light Farms development in west Celina, Texas. This realignment includes the realignment of approximately 5,000 linear feet of 21-inch diameter interceptor to be located in a dedicated easement located on the Light Farms property.

The design, bidding and construction phase services for the lift station and force main components of the Southeast Sector Interceptor are also included in this proposal. At the direction of the City, the force main will be designed for the 10-year projected flow of 4.5 MGD. The lift station will be designed for an ultimate build out flow of 11.2 MGD.

This project is shown on the attached exhibit titled "Southeast Sector Interceptor Extension to North".

SCOPE OF SERVICES

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

COMPENSATION & METHOD OF PAYMENT

See attached Exhibit 'B' for compensation detail and payment plan, and attached hourly breakdowns. The total fee for this lump sum project is $625,970.00.

SCHEDULE

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

SUMMARY

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

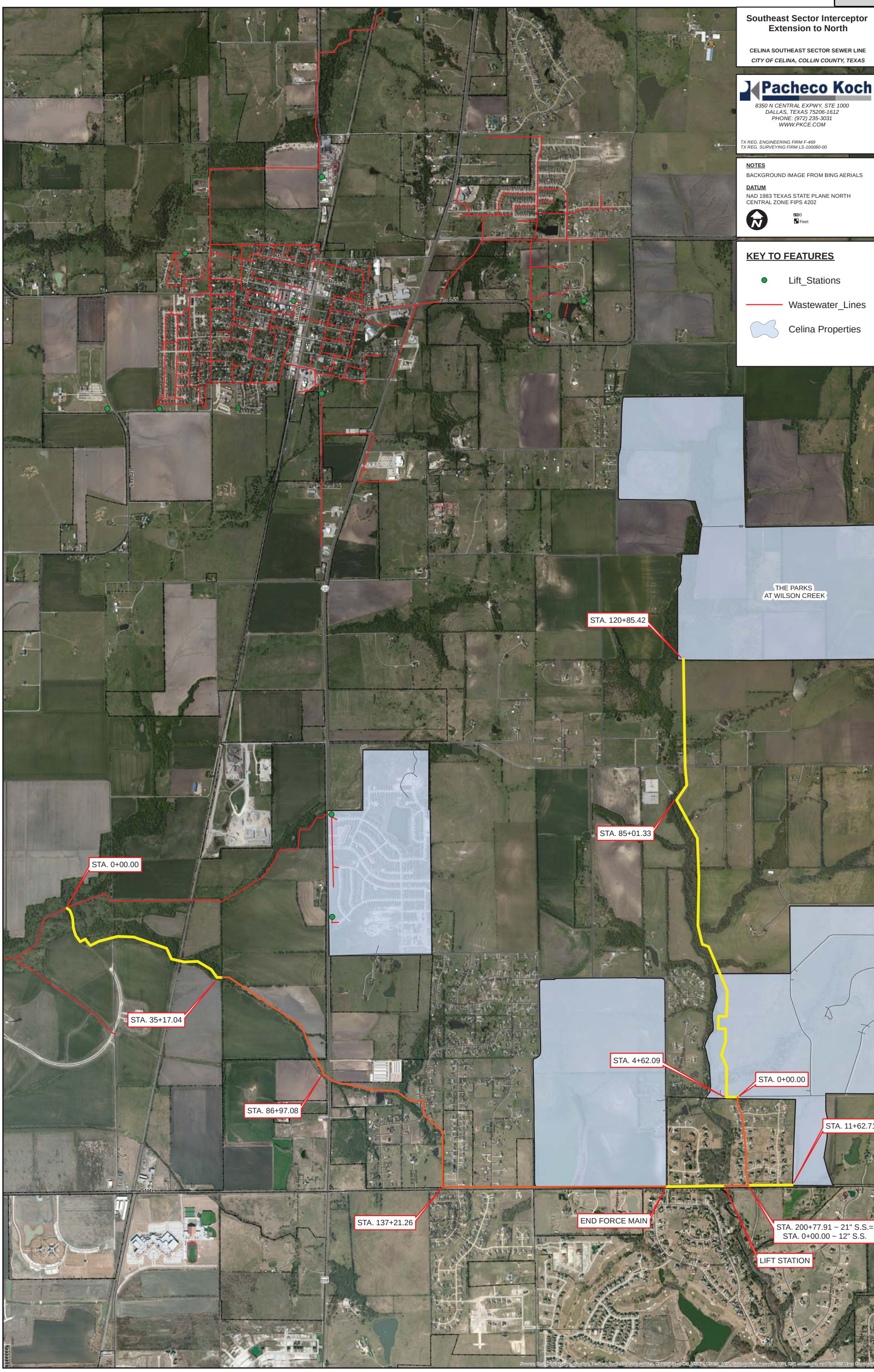
Pacheco Koch, LLC is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project. Upon receipt of notice to proceed, either in writing or verbally, it will be assumed said agreement is accepted by all parties and services will be provided accordingly.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

Sincerely,

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

TFB/mrm
01-13357R2

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)



Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

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

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

EXHIBIT 'A' – SCOPE OF SERVICES

SOUTHEAST SECTOR INTERCEPTOR EXTENSION TO NORTH

PROJECT DESCRIPTION:

The project consists of design, bidding, and construction phase services for an interceptor to extend the Southeast Sector Interceptor to the north to connect the Parks at Wilson Creek in northeast Celina, Texas. The proposed 27 to 12-inch diameter interceptor is approximately 12,200 linear feet in length and runs generally northward from Pebble Creek Drive to the Parks at Wilson Creek. This interceptor is shown on the attached exhibit titled, "Southeast Sector Interceptor Extension to North." (PROJECT)

Also included in this proposal are design services for the eastern extension of the Southeast Sector Interceptor. This 12-inch diameter interceptor extension is approximately 1,163 linear feet in length and connects the southern portion of the Lakes at Mustang Ranch development to the Southeast Sector Interceptor in southeast Celina, Texas.

Further, this proposal includes design services for the realignment of the Southeast Sector Interceptor through the Light Farms development in west Celina, Texas. This realignment includes the realignment of approximately 5,000 linear feet of 21-inch diameter interceptor to be located in a dedicated easement located on the Light Farms property.

The design, bidding and construction phase services for the lift station and force main components of the Southeast Sector Interceptor are also included in this proposal. At the direction of the City, the force main will be designed for the 10-year projected flow of 4.5 MGD. The lift station will be designed for an ultimate build out flow of 11.2 MGD. The lift station and force main will be packaged into one set of bidding documents, separate from the other Southeast Sector Water and Sewer construction projects. The lift station and force main will be designed in accordance with the TCEQ Rules, Chapter 217.

Included in this item:

- Phased lift station planning and design.
- Hydraulic, site, structural, odor control, electrical and instrumentation design.
- Provisions for providing a SCADA-ready control system.
- Force main plan and profile.
- Landscape and irrigation plans for the lift station site.

Not included in this item:

- Design of monorail crane or other type of permanent lifting system.
- SCADA system design.

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

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:
   - Lead, manage and direct design team activities.
   - Ensure quality control is practiced in performance of the work.
   - Communicate internally among team members.
   - Allocate team resources.

2. Communications and Reporting:
   - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
   - Conduct review meetings with the OWNER at the end of each design phase.
   - Prepare and submit monthly invoices in the format acceptable to the OWNER.
   - Prepare and submit monthly progress reports.
   - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
   - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
   - With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

3. Permit Coordination:
   CONSULTANT will provide coordination with the TCEQ or other required agency for Permitting of the proposed interceptor construction. Included in this item are:
   - Coordination of submittal of Application for Permit.
   - Research and provide appropriate design specifications.
   - Coordination for final plan approval.
   - Up to three (3) coordination meetings, if required.
   - Application and Permitting fees and special insurance premiums are <u>not</u> included.

4. Constructability Review:
   - Prior to the 60 percent review meeting with the OWNER, the CONSULTANT shall schedule and attend a project site visit with the OWNER Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the OWNER's comments from the field visit and submit this information to the OWNER in writing.

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

5. Utility Clearance:
   - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
   - CONSULTANT will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Conceptual Design (30% Submittal)

The Conceptual Design shall be submitted to OWNER per the approved Project Schedule. The purpose of the conceptual design is for the CONSULTANT to

- Study the project,
- Identify and develop alternatives,
- Present (through the defined deliverables) these alternatives to the OWNER,
- Recommend the alternatives that successfully address the design problem, and
- Obtain the OWNER's endorsement of the selected concept.

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

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

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

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
   - Cover Sheet
   - General Notes
   - Quantity Sheet
   - Project Layout & Control Sheet
   - Sanitary Sewer plan and profile sheets.
     Scale 1" = 40' Horizontal; 1" = 4' Vertical
   - Traffic Control Plan
   - Erosion Control Plans
   - Detail sheets

   Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).

3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

4. Submit two (2) full sized 22"x34" sets of preliminary 60% plans, one (1) set of preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the OWNER for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal.

D. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.

2. Submit two (2) full sized 22"x34" sets of 90% plans, one (1) set of 90% construction contract documents and 90% opinion of probable construction costs for OWNER review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal.

3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.

4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).

5. Estimate of final construction quantities and final opinion of construction cost.

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

6. Submit (1) sealed (100%) set of final plans and construction documents.

E. Bid Phase Services
CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:
   - CONSULTANT shall prepare and submit to OWNER a draft Bid Advertisement for publishing by the OWNER.

2. Bid Document Distribution:
   - The CONSULTANT shall sell construction plans and contract bid documents. The CONSULTANT shall also maintain a plan holders list of documents sold.

3. Bidder Assistance:
   - The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
   - Attend the prebid conference in support of the OWNER.
   - Attend the bid opening in support of the OWNER.

4. Bid Analysis and Recommendation of Award:
   - The CONSULTANT will tabulate and review all bids received for the construction project, assist the OWNER in evaluating bids, and recommend award of the contract.
   - The CONSULTANT will assist the OWNER in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
   - The CONSULTANT shall make a recommendation of award to the OWNER.

5. Conformed Construction Documents:
   - Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

F. Construction Administration

1. Preconstruction Conference:
   - The CONSULTANT shall attend the preconstruction conference.

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

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

3. Site Visits:
   - The CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by the CONSULTANT.

4. Shop Drawing and Lab Report Review
   - The CONSULTANT shall review shop and erection drawings submitted by the contractor for compliance with design concepts. The CONSULTANT shall review laboratory, shop, and mill test reports on materials and equipment.

5. Instructions to Contractor
   - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the OWNER.

6. Contractor's Payment Estimates
   - The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.

7. Final Inspection
   - The Engineer shall attend final inspection of the Project with representatives of the OWNER and the construction contractor.

8. Record Drawings:
   - Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned 22"x34" black and white PDF images.

G. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

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

SPECIAL SERVICES:

A. Environmental Clearance

1. The CONSULTANT shall determine the limits of existing wetlands as specified by the USCOE.
2. The CONSULTANT shall prepare the Section 404 Nationwide Permit for submittal to the USCOE prior to construction.
3. The Consultant shall conduct a Phase I Environmental Site Assessment consistent with the standard practices outlined in ASTM E1527-13.

B. Geotechnical Investigation:

1. Through a qualified subcontractor, CONSULTANT shall:
   - Perform soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.
   - Field and laboratory analysis will be made at reasonable intervals along the project alignment.
   - Recommendations regarding design of trench safety and lift station, and suitability of pipe materials and construction technologies will be prepared based on the results.

Services <u>not</u> included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Subsurface Utility Engineering*
- *Phase II Environmental Site Assessment*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Survey Services*
- *Easement preparation and procurement*

END OF EXHIBIT 'A'

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

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

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

SOUTHEAST SECTOR INTERCEPTOR EXTENSION TO NORTH

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated lump sum of $ 625,970.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services		
A.	Project Management	$ 43,700.00
B.	Conceptual Design (30% Submittal)	$ 81,090.00
C.	Preliminary Design (60% Submittal)	$ 234,790.00
D.	Final Design (90% & 100% Submittals)	$ 121,210.00
E.	Bid Phase Services	$ 24,960.00
F.	Construction Administration	$ 48,400.00
G.	Direct Expenses (Not to Exceed)	$ 15,000.00
Basic Services Total		**$ 569,150.00**
Special Services		
A.	Environmental Clearance	$ 34,320.00
B.	Geotechnical Investigation	$ 22,500.00
Special Services Total		**$ 56,820.00**
GRAND TOTAL		**$ 625,970.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total fee including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

PACHECO KOCH, LLC

Project No.: 3552-14.141
Client: City of Celina
Project Title: Southeast Sector Interceptor Extension to North

June 8, 20

DESCRIPTION OF WORK TASK	MANHOURS BY CLASSIFICATION											TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRINCIPAL $225.00	UTILITY DIRECTOR $215.00	STRUCTURAL ENGINEER $120.00	ELECTRICAL ENGINEER $120.00	CIVIL ENGINEER $120.00	STRUCTURAL EIT $95.00	ELECTRICAL EIT $95.00	CIVIL EIT $95.00	DESIGN TECH $95.00	QA/QC REVIEW $140.00	ADMIN $70.00		
PROJECT MANAGEMENT													
MANAGE THE TEAM	10.0	40.0	2.0	2.0	4.0						16.0	74.0	$ 12,930.0
COMMUNICATIONS AND REPORTING	10.0	40.0	2.0	2.0	4.0						16.0	74.0	$ 12,930.0
PERMIT COORDINATION		4.0			40.0			40.0			8.0	92.0	$ 10,020.0
CONSTRUCTABILITY REVIEW		8.0	4.0	2.0	6.0						8.0	28.0	$ 3,720.0
UTILITY CLEARANCE		4.0			16.0			8.0			8.0	36.0	$ 4,100.0
												SUB-TOTAL =	**$ 43,700.0**
CONCEPTUAL DESIGN													
DEVELOP ALIGNMENT WITH PIPE DEPTHS		4.0			40.0			40.0	40.0			124.0	$ 13,260.0
DETERMINE EASEMENT REQUIREMENTS		2.0			16.0			4.0	4.0		8.0	34.0	$ 3,670.0
DATA COLLECTION		8.0			32.0			16.0	8.0		8.0	72.0	$ 8,400.0
CONCEPTUAL DESIGN PACKAGE		8.0			64.0			40.0	40.0	2.0	8.0	162.0	$ 17,840.0
LIFT STATION		16.0	40.0	40.0	48.0	48.0	48.0	40.0	24.0	24.0	8.0	336.0	$ 37,920.0
												SUB-TOTAL =	**$ 81,090.0**
PRELIMINARY DESIGN													
PRELIMINARY CONSTRUCTION PLANS		24.0			200.0			320.0	300.0	24.0		868.0	$ 91,420.0
PRELIMINARY CONSTRUCTION CONTRACT DOCUMENTS		8.0			80.0			24.0	16.0	8.0	40.0	176.0	$ 19,040.0
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS		4.0			40.0			24.0	8.0	8.0		84.0	$ 9,820.0
PLANS SUBMITTAL		2.0			2.0			4.0	4.0		2.0	14.0	$ 1,570.0
LIFT STATION		24.0	100.0	100.0	128.0	120.0	120.0	140.0	240.0	48.0	40.0	1,060.0	$ 112,940.0
												SUB-TOTAL =	**$ 234,790.0**
FINAL DESIGN													
90 PERCENT CONSTRUCTION PLANS		4.0			48.0			160.0	160.0	16.0		388.0	$ 39,260.0
PLANS SUBMITTAL		2.0			2.0			4.0	4.0		2.0	14.0	$ 1,570.0
FINAL CONSTRUCTION PLANS		2.0			24.0			16.0	24.0	8.0		74.0	$ 8,230.0
FINAL CONSTRUCTION CONTRACT DOCUMENTS		2.0			16.0					8.0	16.0	42.0	$ 4,590.0
FINAL OPINION OF PROBABLE CONSTRUCTION COSTS		2.0			16.0			8.0		2.0		28.0	$ 3,390.0
PLANS SUBMITTAL		2.0			2.0			4.0	4.0		2.0	14.0	$ 1,570.0
LIFT STATION		16.0	80.0	80.0	104.0	40.0	40.0	40.0	128.0	24.0	8.0	560.0	$ 62,600.0
												SUB-TOTAL =	**$ 121,210.0**
BID PHASE SERVICES													
BID ADVERTISEMENT					8.0						2.0	10.0	$ 1,100.0
BID DOCUMENT DISTRIBUTION					4.0						16.0	20.0	$ 1,600.0
BIDDER ASSISTANCE		6.0			40.0						8.0	54.0	$ 6,650.0
BID ANALYSIS AND RECOMMENDATION OF AWARD		2.0			8.0						4.0	14.0	$ 1,670.0
CONFORMED CONSTRUCTION DOCUMENTS		2.0			4.0			8.0			2.0	16.0	$ 1,810.0
LIFT STATION		6.0	16.0	16.0	30.0	6.0	6.0	6.0	6.0		16.0	108.0	$ 12,130.0
												SUB-TOTAL =	**$ 24,960.0**
CONSTRUCTION ADMINISTRATION													
PRECONSTRUCTION CONFERENCE		8.0			16.0						2.0	26.0	$ 3,780.0
SITE VISITS					32.0							32.0	$ 3,840.0
SHOP DRAWING AND LAB REPORT REVIEW		4.0			40.0						2.0	46.0	$ 5,800.0
INSTRUCTIONS TO CONTRACTOR		2.0			24.0							26.0	$ 3,310.0
CONTRACTOR'S PAY ESTIMATES					16.0						2.0	18.0	$ 2,060.0
FINAL INSPECTION		4.0			12.0						2.0	18.0	$ 2,440.0
RECORD DRAWINGS					4.0			24.0				28.0	$ 2,760.0
LIFT STATION		4.0	48.0	48.0	56.0	16.0	16.0	16.0	2.0		8.0	214.0	$ 24,410.0
												SUB-TOTAL =	**$ 48,400.0**
HOURS SUB-TOTALS	20.0	264.0	292.0	290.0	1,226.0	230.0	230.0	986.0	1,012.0	172.0	262.0	4,984.0	**$ 554,150.0**
TOTAL LABOR COSTS	$ 4,500.00	$ 56,760.00	$ 35,040.00	$ 34,800.00	$ 147,120.00	$ 21,850.00	$ 21,850.00	$ 93,670.00	$ 96,140.00	$ 24,080.00	$ 18,340.00	**$ 554,150.00**	

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order

PACHECO KOCH, LLC

Project No.: 3552-14.141
Client: City of Celina
Project Title: Southeast Sector Interceptor Extension to North

June 8, 20

DESCRIPTION OF WORK TASK	MANHOURS BY CLASSIFICATION											TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRINCIPAL $225.00	UTILITY DIRECTOR $215.00	STRUCTURAL ENGINEER $120.00	ELECTRICAL ENGINEER $120.00	CIVIL ENGINEER $120.00	STRUCTURAL EIT $95.00	ELECTRICAL EIT $95.00	CIVIL EIT $95.00	DESIGN TECH $95.00	QA/QC REVIEW $140.00	ADMIN $70.00		
% OF TOTAL HOURS	0.4%	5.3%	5.9%	5.8%	24.6%	4.6%	4.6%	19.8%	20.3%	3.5%	5.3%	100.0%	

ENGINEERING	
LABOR COSTS:	$ 554,150.0
DIRECT EXPENSES (INCLUDES 1.1 MULTIPLIER)	$ 15,000.0
TOTAL ENGINEERING (Basic Services)	**$ 569,150.0**
OTHER DIRECT COSTS - (Special Services)	
ENVIRONMENTAL CLEARANCE	$ 34,320.0
GEOTECHNICAL INVESTIGATION	$ 22,500.0
TOTAL ENGINEERING (Special Services)	**$ 56,820.0**
TOTAL DESIGN FEE	**$ 625,970.0**

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order

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

EXHIBIT 'C' – SCHEDULE

SOUTHEAST SECTOR INTERCEPTOR EXTENSION TO NORTH

Activity	Estimated Duration (weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		-
Survey and Base Mapping*	17	17 Weeks
Conceptual Design Submittal (30%)	14	14 Weeks
Preliminary Design Submittal (60%)	6	23 Weeks
Preliminary Owner Review Complete	1	24 Weeks
Pre-Final Design Submittal (90%)	3	27 Weeks
Pre-Final Owner Review Complete	1	28 Weeks
Final Design Complete (100%)	2	30 Weeks
Advertise and Receive Bids	4	34 Weeks
Contract Award	5	39 Weeks
Begin Construction	2	41 Weeks
Compete Construction	37	78 Weeks
Record Drawings	2	80 Weeks

*Occurs simultaneously but under separate contract.

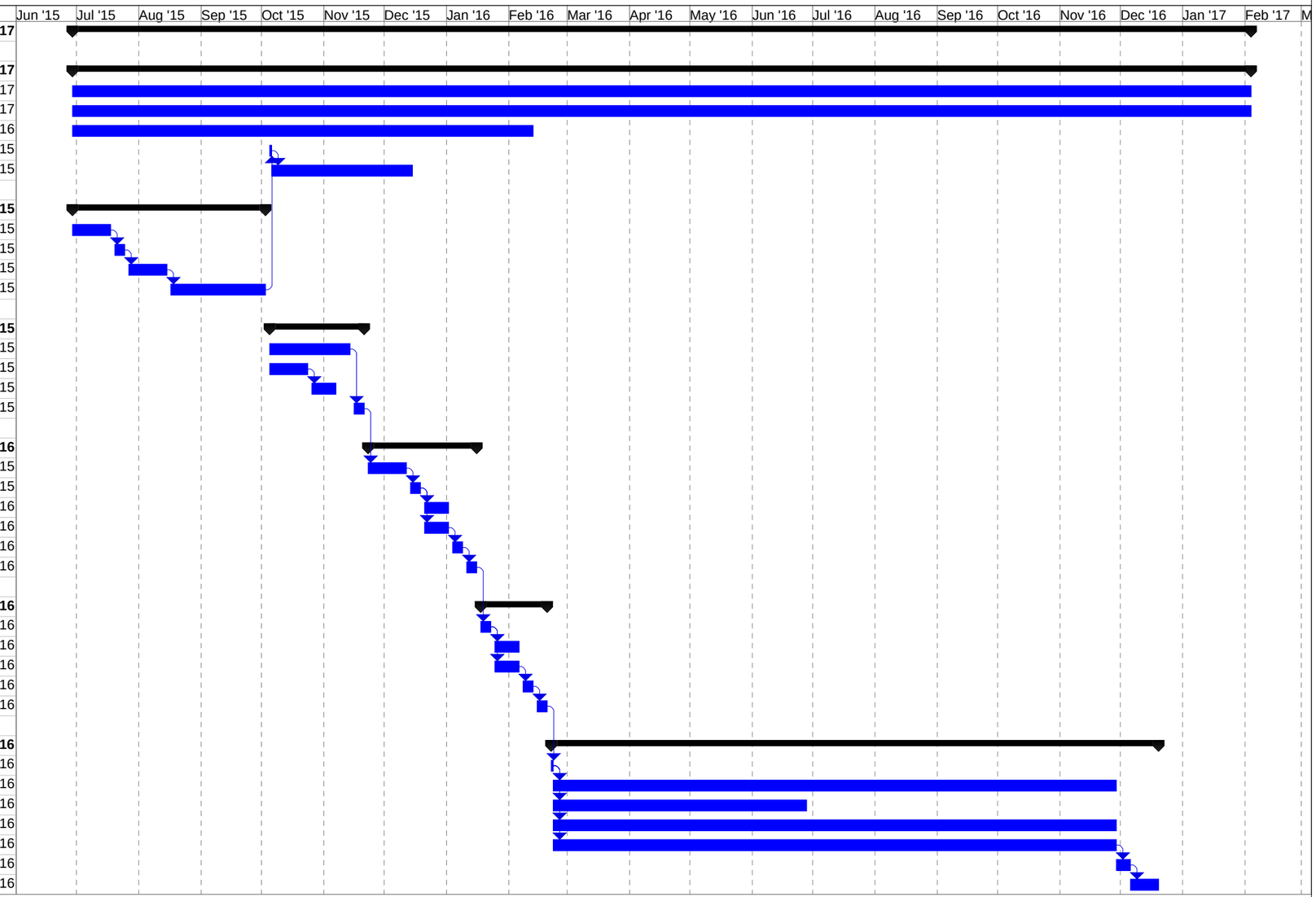
The CONSULTANT is not responsible for delays beyond its control.

END OF EXHIBIT 'C'

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

Project Schedule
for
Southeast Sector Interceptor Extension to North

ID	Task Name	Duration	Start	Finish
1	**PROJECT SUMMARY**	**420 days**	**Mon 6/29/15**	**Fri 2/3/17**
2				
3	**PROJECT MANAGEMENT**	**420 days**	**Mon 6/29/15**	**Fri 2/3/17**
4	Manage the Team	420 days	Mon 6/29/15	Fri 2/3/17
5	Communications and Reporting	420 days	Mon 6/29/15	Fri 2/3/17
6	Permit Coordination	165 days	Mon 6/29/15	Fri 2/12/16
7	Constructability Review	1 day	Mon 10/5/15	Mon 10/5/15
8	Utility Clearance	50 days	Tue 10/6/15	Mon 12/14/15
9				
10	**CONCEPTUAL DESIGN**	**70 days**	**Mon 6/29/15**	**Fri 10/2/15**
11	Development of Alignment with Pipe Depths	15 days	Mon 6/29/15	Fri 7/17/15
12	Easement Requirements Determination	5 days	Mon 7/20/15	Fri 7/24/15
13	Data Collection	15 days	Mon 7/27/15	Fri 8/14/15
14	Conceptual Design Package	35 days	Mon 8/17/15	Fri 10/2/15
15				
16	**PRELIMINARY DESIGN**	**35 days**	**Mon 10/5/15**	**Fri 11/20/15**
17	Preliminary Construction Plans	30 days	Mon 10/5/15	Fri 11/13/15
18	Preliminary Construction Contract Documents	15 days	Mon 10/5/15	Fri 10/23/15
19	Preliminary Opinion of Probable Construction Costs	10 days	Mon 10/26/15	Fri 11/6/15
20	Plans Submittal	5 days	Mon 11/16/15	Fri 11/20/15
21				
22	**FINAL DESIGN**	**40 days**	**Mon 11/23/15**	**Fri 1/15/16**
23	90 Percent Construction Plans	15 days	Mon 11/23/15	Fri 12/11/15
24	Plans Submittal	5 days	Mon 12/14/15	Fri 12/18/15
25	Final Construction Plans	10 days	Mon 12/21/15	Fri 1/1/16
26	Final Construction Documents	10 days	Mon 12/21/15	Fri 1/1/16
27	Final Opinion of Probable Construction Costs	5 days	Mon 1/4/16	Fri 1/8/16
28	Plans Submittal	5 days	Mon 1/11/16	Fri 1/15/16
29				
30	**BID PHASE SERVICES**	**25 days**	**Mon 1/18/16**	**Fri 2/19/16**
31	Bid Advertisement	5 days	Mon 1/18/16	Fri 1/22/16
32	Bid Document Distribution	10 days	Mon 1/25/16	Fri 2/5/16
33	Bidder Assistance	10 days	Mon 1/25/16	Fri 2/5/16
34	Bid Analysis and Recommendation of Award	5 days	Mon 2/8/16	Fri 2/12/16
35	Conformed Construction Documents	5 days	Mon 2/15/16	Fri 2/19/16
36				
37	**CONSTRUCTION SERVICES**	**216 days**	**Mon 2/22/16**	**Mon 12/19/16**
38	Preconstruction Conference	1 day	Mon 2/22/16	Mon 2/22/16
39	Site Visits	200 days	Tue 2/23/16	Mon 11/28/16
40	Shop Drawing and Lab Report Review	90 days	Tue 2/23/16	Mon 6/27/16
41	Instructions to Contractor	200 days	Tue 2/23/16	Mon 11/28/16
42	Contractor Pay Estimates	200 days	Tue 2/23/16	Mon 11/28/16
43	Final Inspection	5 days	Tue 11/29/16	Mon 12/5/16
44	Prepare Record Drawings	10 days	Tue 12/6/16	Mon 12/19/16



ect: Celina Southeast Sector Interc

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Southeast Sector Interceptor Extension to North
Celina, Collin County, Texas
PK No: 3551-14.141

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

ARTICLE 1 - SCOPE OF SERVICES

1.1 In consideration of the mutual covenants contained herein, PK shall perform the services identified in letter of proposal dated May 2015, which is made a part hereof, in accordance with the terms of this Agreement.

1.2 PK will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of th CLIENT and by an authorized representative of PK.

1.3 PK shall not be responsible for a CLIENT's directive or substitution made without PK's agreement and which agreement shall not b unreasonable withheld.

ARTICLE 2 - AMENDMENTS

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

ARTICLE 3 - PROJECT COSTS AND PAYMENT

3.1 PK shall be compensated, in U.S. Dollars, in accordance with the afore referenced letter of proposal and any subsequent execute amendments to said proposal.

3.2 Unless otherwise noted, direct costs such as application fees, review fees, blueprinting, reproductions, delivery fees, etc. are not include in the fees above and will be charged at cost times a multiplier of 1.10.

3.3 State and local sales tax shall also be considered a direct cost when applicable and will be charged at cost. Please note thc professional boundary surveying services are subject to state sales tax.

3.4 PK will submit an invoice to CLIENT at the end of each month, on an hourly rate basis or based on the estimated percentage c completion of the services as stipulated in the proposal, unless otherwise specified by the CLIENT in writing and agreed upon by PK.

3.5 Payment shall be made by CLIENT within 30 days after receipt of the invoice.

3.6 PK shall be compensated by CLIENT for services rendered regardless of whether or not any impending sale of the subject property finalized.

3.7 CLIENT shall provide written notification to PK within 15 days of receipt of the invoice should CLIENT object to all or any part of charge appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by CLIENT within 30 days of receipt of said invoice

3.8 If legal action is necessary to enforce payment provisions of this Agreement, PK shall be entitled to collect from CLIENT any judgment c settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by PK in connection therewith.

3.9 A finance charge of 1.50% per month will be paid by CLIENT for all non-disputed invoices after 30 days.

3.10 If CLIENT for any reason fails to pay the undisputed portion of any invoice within 30 days of presentation, PK has the right to cease wor on the project and CLIENT shall waive any claim against PK for cessation of services, and shall defend and indemnify PK from and agains any claims for injury or loss stemming from said cessation of services. In the event the project is restarted, CLIENT shall also pay the co of restarting and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scop of service.

ARTICLE 4 - DELAYS AND TERMINATION

4.1 CLIENT or PK may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perforr in accordance with the terms and conditions of this Agreement through no fault of the terminating party. A complete settlement of c claims upon such termination of this Agreement shall be made as follows: In the event of any termination PK will be entitled to invoic CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursabl Expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the us of Documents, at CLIENT's sole risk, subject to the provisions here within. In the event the services cannot be performed on or before th projected due date because of circumstances beyond the control of PK, including, but not limited to strike, fire, riot, excessiv precipitation, act of God, governmental action, third party action or action of omission by CLIENT, the services shall be amended b CLIENT and PK in accordance with Article 2 of this Agreement.

4.2 If the CLIENT suspends the Project, PK shall be compensated for services performed prior to notice of such suspension. When the Projec is resumed, PK shall be compensated for expenses incurred in the interruption and resumption of PK's services. PK's fees for the remainin services and the time schedules shall be equitably adjusted.

4.3 If the CLIENT suspends the Project for more than 90 cumulative days for reasons other than the fault of PK, PK may terminate th Agreement by giving not less than seven (7) days' written notice.

4.4 CLIENT's failure to make payment to PK in accordance with the payment terms herein shall constitute a material breach of th Agreement and shall be cause for termination by PK.

ARTICLE 5 - RIGHT OF ENTRY

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

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

ARTICLE 6 - INFORMATION PROVIDED BY OTHERS

6.1 PK shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to PK such information as is available to CLIENT. CLIENT recognizes that it is impossible for PK to assure the sufficiency of such information, either because it impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. CLIENT shall b responsible for, and PK may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, an other information furnished by CLIENT to PK pursuant to this Agreement. PK may use such requirements, programs, instructions, report data, and information in performing or furnishing services under this Agreement. Accordingly, CLIENT waives any claim against PK, an agrees to defend, indemnify and hold PK harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, c inaccuracies in documents or other information provided to PK by CLIENT. Further, CLIENT agrees to compensate PK for any time sper or expenses incurred by PK in defense of any such claim, with such compensation to be based upon PK's prevailing fee schedule an expense reimbursement policy.

6.2 Subject to the standard of care set forth here within, PK and its Consultants may use or rely upon design elements and informatio ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and th publishers of technical standards.

ARTICLE 7 - CONSTRUCTION ACTIVITIES

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

7.2 Unless otherwise required in this Agreement, PK shall have no responsibility for discovery, presence, handling, removal or disposal of, c exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 8 - CONFIDENTIALITY

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

ARTICLE 9 - OWNERSHIP OF INSTRUMENT OF SERVICE

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

ARTICLE 10 - JURISDICTION

10.1 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, we are require to inform you that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendere may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

10.2 This Agreement is to be governed by the laws of the State of Texas.

ARTICLE 11 - INDEMNITY

11.1 PK shall indemnify and hold harmless CLIENT from and against lawsuits, claims, liabilities, causes of action, losses, damages, forfeiture penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever assertec including, but not limited to, any government agency or branch or any third party to the extent the same arise from (i) a breach by P of any term or provision of this Agreement, (ii) violation by PK of federal, state or local statute, rule, regulation or ordinance in th negligent performance of the Services, or (iii) negligent errors or omissions of PK or its employees, agents, or subcontractors in th performance of the Services.

11.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PK and its officers, directors, members, partners, agent employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to, all fees an charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs), b whomever asserted, including, but not limited to, any government entity, agency or branch, any third party, an employee, contractc employed or retained by PK, any third party or employee employed or retained by PK, to the extent that such claim, property damage injury or death resulted from (i) the negligence or willful misconduct of CLIENT or agent of CLIENT, (ii) violation of federal, state, or locc statute, rule, regulation or ordinance by CLIENT or agent of CLIENT, (iii) CLIENT's alleged involvement or status as an owner, operato arranger, generator or transporter of hazardous substances or constituents at the site, or (iv) inaccurate information provided by CLIEN to PK provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to c destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragrap shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's ow negligence or willful misconduct.

ARTICLE 12 - LIMITATION OF LIABILITY

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

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

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

12.3 CLIENT and PK mutually agree that PK's liability to CLIENT for all causes shall be limited to the proceeds from any insurance available t PK.

ARTICLE 13 – FIDUCIARY RESPONSIBILITY

13.1 CLIENT confirms that neither PK nor any of PK's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and n fiduciary responsibility shall be owed to the CLIENT by PK or any of PK's subconsultants or subcontractors, as a consequence of PK entering into this Agreement with the CLIENT.

13.2 If this Agreement is a subcontract to CLIENT'S agreement with OWNER, CLIENT also confirms that neither PK nor any of PK's subconsultan owes a fiduciary responsibility to the CLIENT or OWNER. CLIENT shall, as a material element of the consideration the Consultant require performance of the services enumerated herein, require OWNER to formally recognize this provision in CLIENT's agreement with OWNEF

ARTICLE 14 - INSURANCE

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

ARTICLE 15 - ASSIGNMENT

15.1 Unless otherwise noted, neither PK nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of bot parties. PK shall not subcontract any portion of the work to be performed hereunder, except that PK may use the services of persor and entities not in the employ of PK when it is appropriate and customary to do so. Such persons and entities include, but are nc necessarily limited to, surveyors, specialized consultants, and testing laboratories. PK's use of others for additional services shall not b unreasonably restricted by CLIENT provided PK notifies CLIENT in advance.

15.2 PK may, at their discretion, assign this contract to a subsidiary of PK. PK shall notify CLIENT of their assignment at such time it takes place

ARTICLE 16 - NOTICES

16.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointe representative of the party to whom the notice is directed, or if sent by registered or certified mail or by a commercial courier servic to the business address identified at the end of the Agreement. All notices shall be effective upon the date of receipt.

ARTICLE 17 – STANDARD OF CARE

17.1 The standard of care for all professional engineering and related services performed or furnished by PK under this Agreement will be th care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in th same locality. PK makes no warranties, express or implied, under this Agreement or otherwise, in connection with PK's services.

ARTICLE 18 – OTHER PROVISIONS

18.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between PK and CLIENT. This Agreemer replaces and supersedes all prior discussions and agreements between the CLIENT and PK with respect to the matters contained herei This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by bot CLIENT and PK.

18.2 Any signature of or pursuant to this Agreement, shall be considered for all purposes an original signature and of the same legal effec as an original, provided that at the request of a party any signature sent by facsimile or email shall be subsequently confirmed by a original re-execution.

18.3 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion c termination for any reason.

18.4 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, an all remaining provisions shall continue to be valid and binding upon CLIENT and PK, which agree that the Agreement shall be reforme to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressin the intention of the stricken provision.

18.5 CLIENT shall not rely in any way on any Document unless it is issued in final form, signed or sealed by PK or one of its Consultants.

18.6 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of thc provision or of the remainder of this Agreement.

18.7 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and c statutory periods of limitation shall commence, no later than the date of Substantial Completion.

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

City of Celina	**Pacheco Koch, LLC**
By: _____	By: _____
Name: _____	Name: Mark A. Pacheco, P.E., R.P.L.S.
Title: _____	Title: Principal
Date: _____	Date: May 6, 2015

Attachment: 2015-05-06 SE Sector Sewer Design - CO No. 1 - Northern Extension (1169 : Change Order No. 1 - SE Sector Sewer Design)

Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mark Metdker, Public Safety Director
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Interlocal dispatch agreement

Action Requested:

Consider and act upon an Interlocal Dispatch Agreement by and between the City of Celina and Collin County. Metdker

Background Information:

This is the annual dispatch agreement between the City and Collin County.

Board Review/Citizen Input:

N/A

Alternatives:

none

Financial Considerations:

$24,809.52

Legal Review:

N/A

Supporting Documents:

agreement attached

Staff Recommendation:

approval

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2014, by and between the City of Celina (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.

2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

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

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2015, and shall continue in full force and effect through September 30, 2016.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party. It is understood that Collin County will be terminating the Dispatch Services as of September 30, 2019.

SECTION 3. SERVICES

SERVICES TO BE PROVIDED. The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same work schedule as such services are provided in the operation of the County's law

Attachment: Celina police dispatch (1176 : Dispatch Services)

enforcement personnel.

For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for the Virtual Private Network (VPN).

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

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

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2016 in the amount of $24,809.52 shall be paid by the City in quarterly installments of $6,202.38. This amount is based upon the prior year call volume at the rate of $6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating.

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

SECTION 6. CIVIL LIABILITY

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

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall

Attachment: Celina police dispatch (1176 : Dispatch Services)

arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

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

SECTION 8. CONTROLLING LAW

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

SECTION 9. NOTICES

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

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

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

(B) If to the City, to:
_____
_____
_____
_____

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

Attachment: Celina police dispatch (1176 : Dispatch Services)

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

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

SECTION 10. CAPTIONS

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

SECTION 11. COUNTERPARTS

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

SECTION 12. OBLIGATIONS OF CONDITION

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

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

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

Attachment: Celina police dispatch (1176 : Dispatch Services)

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

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

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

"COUNTY"

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

"CITY"

BY: _____

TITLE: _____

DATE: _____

Attachment: Celina police dispatch (1176 : Dispatch Services)

Attachment "A"

Connection Policy and Agreement Form

Virtual Private Network (VPN)

1.0 Purpose
The purpose of this document is to provide the framework for granting remote access to Collin County services/equipment through a Virtual Private Network (VPN).

2.0 Scope
This policy applies to Collin County employees, contractors, government agencies, consultants, temporaries, and other workers including all personnel affiliated with third parties utilizing VPN to access the Collin County network. This policy applies to all Collin County VPN implementations.

3.0 Policy
Authorized parties (Collin County employees, customers, vendors, government agencies, etc.) may utilize the benefits of VPN, which are a "user managed" service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees.

Additionally,
1. It is the responsibility of the user with VPN privileges to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized parties and the Collin County employees sponsoring the request for VPN are responsible for defining what services/equipment the authorized parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County VPN policy.
3. The authorized parties and the Collin County employees sponsoring the VPN request are also responsible for defining the time scope that the VPN account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. VPN use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong pass phrase.
5. When actively connected to the county network, the VPN will force all traffic to and from the remote PC over the VPN tunnel; all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. VPN gateways will be established and managed by Collin County Infrastructure Department.
8. All computers connected to Collin County internal networks via VPN or any other technology must use the most up-to-date anti-virus software from a reputable IT vendor; this includes personal computers. The anti-virus software must be updated with the latest definition files from that vendor.
9. All users connecting to the Collin County internal networks via VPN or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems.
10. VPN users may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
11. Users of computers that are not Collin County owned equipment must comply with the Collin County acceptable use policy when accessing the Internet while connected through the VPN.
12. Only approved VPN clients may be used.
13. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the user must uninstall the VPN connection from their computer.
14. Vendors expressly agree to notify the County of staffing changes involving employees or subcontractors with access to the County's network within 24 hours or next business day.
15. Customer and vendor accounts will only operate in a defined date range. They will only be operable during project implementation, on an as needed basis, or per the County contractually agreement for remote support. Remote support will only be activated by calling Collin County and requesting access to the VPN. This request must include an end date when remote support will no longer be needed. After those events have been completed the VPN accounts will be disabled.

Attachment: Attachment A -VPN Policy Final- Connection Policy and Agreement Form (1176 : Dispatch Services)

16. After six months of expired inactivity, Active Directory and VPN accounts will be permanently deleted, unless otherwise approved by the County.
17. Accounts may be locked out after a certain number of failed attempts.
18. VPN users who have lost their password will have to contact their sponsoring parties to request a password reset. The sponsoring party will then contact Collin County IT to reset the password for the VPN user.
19. It is the responsibility of the user with VPN privileges to install, configure and setup their systems to connect to Collin County based on the information provided to them.
20. Users connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the VPN to Collin County
21. Prior to acquiring VPN access all users will be required to pass a background check unless otherwise approved by the County.
22. If the County migrates to a new network connection technology it is the responsibility of the vendor or agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The vendor or agency will be provided advance notification for this change.

4.0 Granting Access

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

5.0 Enforcement

Collin County Infrastructure Department may actively monitor the VPN concentrator for any suspicious and inappropriate activity. Any VPN user found to have violated any part of this policy may have their VPN access terminated immediately.

6.0 Liability

Vendor expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct to the County's services/equipment resulting from or related to Vendor's connection to the County's networks. Vendor also expressly agrees to notify the County of staffing changes involving employees with access to the County's network within 24 hours.

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

7.0 Definitions

Term	Definition
VPN	Virtual Private Network. An extension of Collin County's internal private network.
VPN Concentrator	Physical device that manages VPN connections.
VPN Client	Remote computer with VPN software utilizing VPN services.
Vendor Management	Person in vendor company that can take responsibility for the liability clause of this document.
Dual (split) tunneling	When utilizing VPN, a connection (tunnel) is created to Collin County's network utilizing the Internet. Dual split tunneling allows for this connection as well as a secondary connection to another source. This technology is NOT supported when utilizing Collin County's VPN.
User	Employee, vendor, contractor, consultant, temporaries, customers, government agencies, etc.

Sponsoring Party Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the VPN. The employee may be someone in IT.

Vendor Management's Signature (if applicable)

Printed Name: _____ Signature: _____

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

VPN Users Signature

Printed Name: _____ Signature: _____

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

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

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

Return form to:

Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071

Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mark Metdker, Public Safety Director
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Interlocal jail services agreement.

Action Requested:

Consider and act upon an Interlocal Jail Services Agreement by and between the City of Celina and Collin County. Metdker

Background Information:

Annual renewal

Board Review/Citizen Input:

N/A

Alternatives:

none

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

agreement

Staff Recommendation:

approval

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75069
972-548-4165

Amendment No. Eleven (11)

Vendor: CITY OF CELINA
142 N. Ohio
Celina, Texas 75009

Contract Agreement: Agreement, Jail Services
12128-08

Effective Date 10/1/2015

Awarded by Court Order No.:	2003-085-02-11
Amendment # 1	2004-852-10-12
Amendment # 2	2006-280-03-28
Amendment # 3	2007-761-09-11
Amendment # 4	2008-784-09-23
Amendment # 5	2009-720-09-14
Amendment # 6	2010-567-08-09
Amendment # 7	2011-814-10-10
Amendment # 8	2012-491-08-06
Amendment # 9	2013-708-09-16
Amendment # 10	2014-680-09-22
Amendment # 11	

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Amend Section 2 Term to read as follows:
2.01 This Agreement shall be for a period of one (1) year ending September 30, 2016, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

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

ACCEPTED BY:

City of Celina
142 N. Ohio
Celina, Texas 75009

SIGNATURE
TITLE:
DATE:

ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT

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

Michalyn Rains, CPPO, CPPB
Purchasing Agent
DATE:

Attachment: Celina CO No 11 (1177 : Interlocal Jail Services)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Huddleston Annexation Ordinance

Action Requested:

Consider and act upon an ordinance annexing a ±58.46 acre tract of land located in the Collin County School Land Survey No. 15, Abstract Number 170, Collin County, Texas, generally located east of Business 289 (S. Oklahoma Street), north of CR 95 and south of CR 99; and a ±60.13 acre tract of land located in the Gabriel Chenoweth Survey, Abstract Number 140, Collin County, Texas and is generally located at the intersection of CR 58 and CR 59 and NWC of Business 289 and CR58. (Huddleston Tracts 1&2) Liebman

Background Information:

Voluntary annexation petitions have been received from Kirkman Engineering on behalf of Billie Ray and Jane Huddleston for a 58.46 acre tract of land and a 60.13 acre tract of land.

- ~~May 12, 2015 Council accepts petitions and sets public hearing dates.~~
- ~~May 29, 2015 Notice of public hearing published.~~
- ~~June 9, 2015 Council to hold public hearings (2).~~
- July, 14, 2015 Council considers annexation ordinance.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and found it to be acceptable.

Supporting Documents:

- Aerial exhibit.
- Proposed ordinance.

Staff Recommendation:

Staff recommends that the item be approved as presented.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
(HUDDLESTON TRACTS 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 58.464 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #15 SURVEY. ABSTRACT NO. 0170, BLOCK 1 TRACT 7, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 58.464 ACRE TRACT OF LAND DESCRIBED AS "FIRST TRACT" IN A DEED TO JANE AND BILLIE RAY HUDDLESTON AS RECORDED IN DOCUMENT NUMBER 19931119001017570 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY LEGAL DESCRIPTION IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, AND A 60.112 ACRE TRACT OF LAND SITUATED IN THE GABRIEL CHENOWETH SURVEY, ABSTRACT NO. 140 COLLIN COUNTY, TEXAS AND BEING ALL OF 60.112 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BILLY RAY HUDDLESTON AS RECORDED IN INSTRUMENT NUMBER 19831013000544820 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "C" AND GRAPHICALLY DEPICTED IN EXHIBIT "D" SUCH TRACTS ARE GENERALLY LOCATED WEST OF PRESTON ROAD (SH 289), AND NORTH AND EAST OF N. LOUISIANA DR. (BUSINESS 289); 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 9th day of June, 2015 and the second hearing being held on the 9th day of June, 2015 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the properties being more particularly described in Exhibits "A" and "C", 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 29th day of May, 2015, 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

Attachment: (Huddleston) Annexation Ordinance (1135 : Huddleston Annexation Ordinance (Tract 1&2) ?58.46 acre + ?60.13 acre)

WHEREAS, the City Council of the City of Celina, Texas has determined that such territories are 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 territories are 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 properties to be annexed is attached hereto as Exhibit "A" and Exhibit "C" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territories are attached hereto as Exhibit "E" 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 properties being more particularly described in Exhibits "A" and "C", which is incorporated herein as if written word for word, and that such territories 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 territories hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The municipal service plans for the herein annexed territories, attached hereto as Exhibit "E", were submitted in accordance with Chapter 43 of the Texas Local Government Code and are 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.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the territories referenced in Exhibits "A" and "C", attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plans 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 pr

Attachment: (Huddleston) Annexation Ordinance (1135 : Huddleston Annexation Ordinance (Tract 1&2) ?58.46 acre + ?60.13 acre)

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 14 day of July, 2015.

_____
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: (Huddleston) Annexation Ordinance (1135 : Huddleston Annexation Ordinance (Tract 1&2) ?58.46 acre + ?60.13 acre)

EXHIBIT A
Legal Description

FIRST TRACT:

SITUATED in Collin County, Texas, in the Collin County School Land Survey, Abstract No. 170, being a resurvey of part of the 160 acre SECOND TRACT described in a Deed from H. L. Merritt Enterprises, to Michael B. Merritt and wife, Margaret A. Merritt, et al dated December 22, 1986, recorded in Volume 2527, Page 206, of the Collin County Land Records, being described by metes and bounds as follows:

COMMENCING at an iron pin set at the Northeast Ell Corner of said Collin County School Land Survey, Abstract No. 170, in the center of East-West County Rock Road # 95, and at the Southeast corner of said 160 acre tract;

THENCE SOUTH 89 degs. 29′ 28" west, 2015.35 feet, with the south line of said 160 acre tract and with said road to an iron pin set in the west Right-of-Way Line of the St. Louis, San Francisco and Texas Railroad for a place of beginning;

THENCE SOUTH 89 degs. 29′ 28" west, 654.85 feet with the south line of said 160 acre tract and with said road to an iron pin set in the center of State Highway 289 Business, in the west line of said School Land Survey, at the southwest corner of said 160 acre tract;

THENCE NORTH 0 deg. 05′ 05" west, with the west line of said 160 acre tract and with said West Survey Line along the east side of said State Highway pavement and through a wooded area and returning to the center of said Highway pavement at approximately 1350 feet and continuing with the center of said Highway in all 2646.36 feet to an existing iron pin set at the northwest corner of said 160 acre tract, in the center of said State Highway;

THENCE easterly with the north line of said 160 acre tract and with an established fence as follows:

North 89 degs. 20′ 25" East, 341.34 feet; North 89 degs. 42′ 19" East, 722.55 feet; North 89 degs. 07′ 19" East, 206.2 feet to an iron pin set in the west Right-of-Way Line of the St. Louis, San Francisco and Texas Railroad;

THENCE SOUTH 12 DEGS. 59′ West, 2720.9 feet with said west R. O. W. line to the place of beginning and containing 58.464 acres of land.

Attachment: (Huddleston) Annexation Ordinance (1135 : Huddleston Annexation Ordinance (Tract 1&2) ?58.46 acre + ?60.13 acre)

EXHIBIT "B"
Graphical Depiction

EXHIBIT "C"
Legal Description

Legal Description

SITUATED in Collin County, Texas, a part of the G. Chenoweth Survey, Abst. No. 140, and being a re-survey of all of a 60 acre tract as described in a Deed from Bessie Collins to Marvin L. Collins, et al dated Dec. 23, 1953, and recorded in Vol. 482, Page 94, of the Collin County Deed Records, and being more fully described as follows:

BEGINNING at an iron stake by a corner post in the southeast corner of the said tract;

THENCE NORTH 89 degs. 32 mins. West with the south line of the said tract a distance of 1634.2 feet to an iron stake in the southwest corner of the said tract and the center line of a public road;

THENCE NORTH with the west line of the said tract and the center line of the road a distance of 1592.4 feet to an iron stake in the northwest corner of the said tract;

THENCE NORTH 89 degs. 56 mins. East with an established fence along the north line of the said tract a distance of 1638.8 feet to an iron stake by a corner post;

THENCE SOUTH 0 deg. 10 mins. West with an established fence along the east line of the said tract a distance of 1607.7 feet to the place of beginning, containing 60.112 acres of land.

Attachment: (Huddleston) Annexation Ordinance (1135 : Huddleston Annexation Ordinance (Tract 1&2) ?58.46 acre + ?60.13 acre)

EXHIBIT "D"
Graphical Depiction

EXHIBIT "E"

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;

      iv) Emergency prevention and public education efforts;

Attachment: (Huddleston) Annexation Ordinance (1135 : Huddleston Annexation Ordinance (Tract 1&2) ?58.46 acre + ?60.13 acre)

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

Attachment: (Huddleston) Annexation Ordinance (1135 : Huddleston Annexation Ordinance (Tract 1&2) ?58.46 acre + ?60.13 acre)

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) WATER FACILITIES

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) ROAD AND STREETS

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 provided within sixty (60) days of 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

Attachment: (Huddleston) Annexation Ordinance (1135 : Huddleston Annexation Ordinance (Tract 1&2) ?58.46 acre + ?60.13 acre)

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.

Attachment: (Huddleston) Annexation Ordinance (1135 : Huddleston Annexation Ordinance (Tract 1&2) ?58.46 acre + ?60.13 acre)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Huddleston Utility Extension Agreement

Action Requested:

Consider and act upon an agreement by and between the City of Celina, Texas and Billie Ray and Jane Huddleston to extend the time frame in which the City is required to provide certain services to an annexed tract. Liebman

Background Information:

In order to induce the City to grant owner's petition for voluntary annexation, the owner represented that water and sewer services would not be needed from the City until more than four and one-half (4 ½) years after annexation.

The owner agrees and acknowledges that municipal services requiring the construction or maintenance of infrastructure do not need to be provided by the City within the time frames required by Texas Local Government Code (4 ½ years), and that the owner will not seek disannexation of the property on such basis. All other provisions of the Service Plan shall apply to the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney has assisted staff in the creation of this agreement.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends that the agreement be approved as presented

AFTER RECORDING RETURN TO:
City of Celina, City Secretary
142 N. Ohio Street
Celina, Texas 75009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

POST-ANNEXATION SERVICES AGREEMENT

THIS POST-ANNEXATION SERVICES AGREEMENT (the "**Agreement**") is entered into to be effective as of the 14th day of July, 2015 (the "**Effective Date**") by and between Billie Ray and Jane Huddleston., ("**Owner**"), and the City of Celina, Texas, a municipal corporation (the "**City**").

RECITALS:

WHEREAS, Owner voluntarily requested that the City annex 60.112 acres of land as more particularly described on **Exhibit A** attached hereto and incorporated by reference (the "**Property**");

WHEREAS, the City granted the Owner's petition for voluntary aneexation and annexed the Property on July 14, 2015 by Ordinance No. _____, which includes a service plan for providing municipal services to the Property ("**Service Plan**");

WHEREAS, Owner represents to City that it does not anticipate developing the Property or needing certain municipal services, including but not limited to water and sewer, until more than four and one-half (4 ½) years after the date of the Service Plan due to the size and projected manner of development by Owner; and

WHEREAS, Owner and City desire to enter into a subsequent written agreement following adoption of the Service Plan as authorized by Texas Local Government Code, Section 43.056(e).

NOW, THEREFORE, for good and valuable consideration that has been received by each party, the City and Owner agree as follows:

1. Extention of Time to Provide Certain Municipal Services. In order to induce City to grant Owner's petition for voluntary annexation, Owner represented that water and sewer services would not be needed from the City until more than four and one-half (4 ½) years after the date of the Service Plan since development is not reasonably expected to be commenced within that period due to the size and projected manner of development by Owner. Owner agrees and acknowledges that municipal services requiring the construction or maintenance of infrastructure do not need to be provided by the City within the timeframes required by Texas Local Government Code, Chapter 43 and that Owner will not seek disannexation of the Property on such basis. All other provisions of the

Attachment: Huddleston Service Extension Agreement (1163 : Huddleston Utility Extension Agreement)

Service Plan shall apply to the Property.

2. Term. The term of this Agreement shall be fifteen (15) years after the Effective Date.

3. 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.

4. Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the Municipality: Attn: Vicki Faulkner, City Secretary
City of Celina
142 N. Ohio St.
Celina, Texas 75009
E-mail:Vfaulkner@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to: Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, Texas 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

To the Owner: Attn: Billie Ray & Jane Huddleston
613 W. Pecan St.
Celina, Texas 75009
E-mail: Jane.Huddleston@att.net
TEL: (972) 382-2697

5. 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.

EXECUTED by the parties as of the Effective Date first above written.

OWNER:

Billie Ray Huddleston

Billie Ray Huddleston.

THE STATE OF TEXAS §
§
COUNTY OF Collin §

On June 22, 2015 before me, the undersigned personally appeared Billie Ray Huddleston, 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.

CYNTHIA PRADO
Notary Public
State of Texas
Comm. Expires 03-08-2017

Cynthia Prado

Notary Public in and for the State of Texas

Jane Huddleston

Jane Huddleston.

THE STATE OF TEXAS §
§
COUNTY OF Collin §

On June 22, 2015 before me, the undersigned personally appeared Jane Huddleston, 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.

CYNTHIA PRADO
Notary Public
State of Texas
Comm. Expires 03-08-2017

Cynthia Prado

Notary Public in and for the State of Texas

Attachment: Huddleston Service Extension Agreement (1163 : Huddleston Utility Extension Agreement)

CITY:

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____, 2015 before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of Texas

Attachment: Huddleston Service Extension Agreement (1163 : Huddleston Utility Extension Agreement)

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

Legal Description

SITUATED in Collin County, Texas, a part of the G. Chenoweth Survey, Abst. No. 140, and being a re-survey of all of a 60 acre tract as described in a Deed from Bessie Collins to Marvin L. Collins, et al dated Dec. 23, 1953, and recorded in Vol. 482, Page 94, of the Collin County Deed Records, and being more fully described as follows:

BEGINNING at an iron stake by a corner post in the southeast corner of the said tract;

THENCE NORTH 89 degs. 32 mins. West with the south line of the said tract a distance of 1634.2 feet to an iron stake in the southwest corner of the said tract and the center line of a public road;

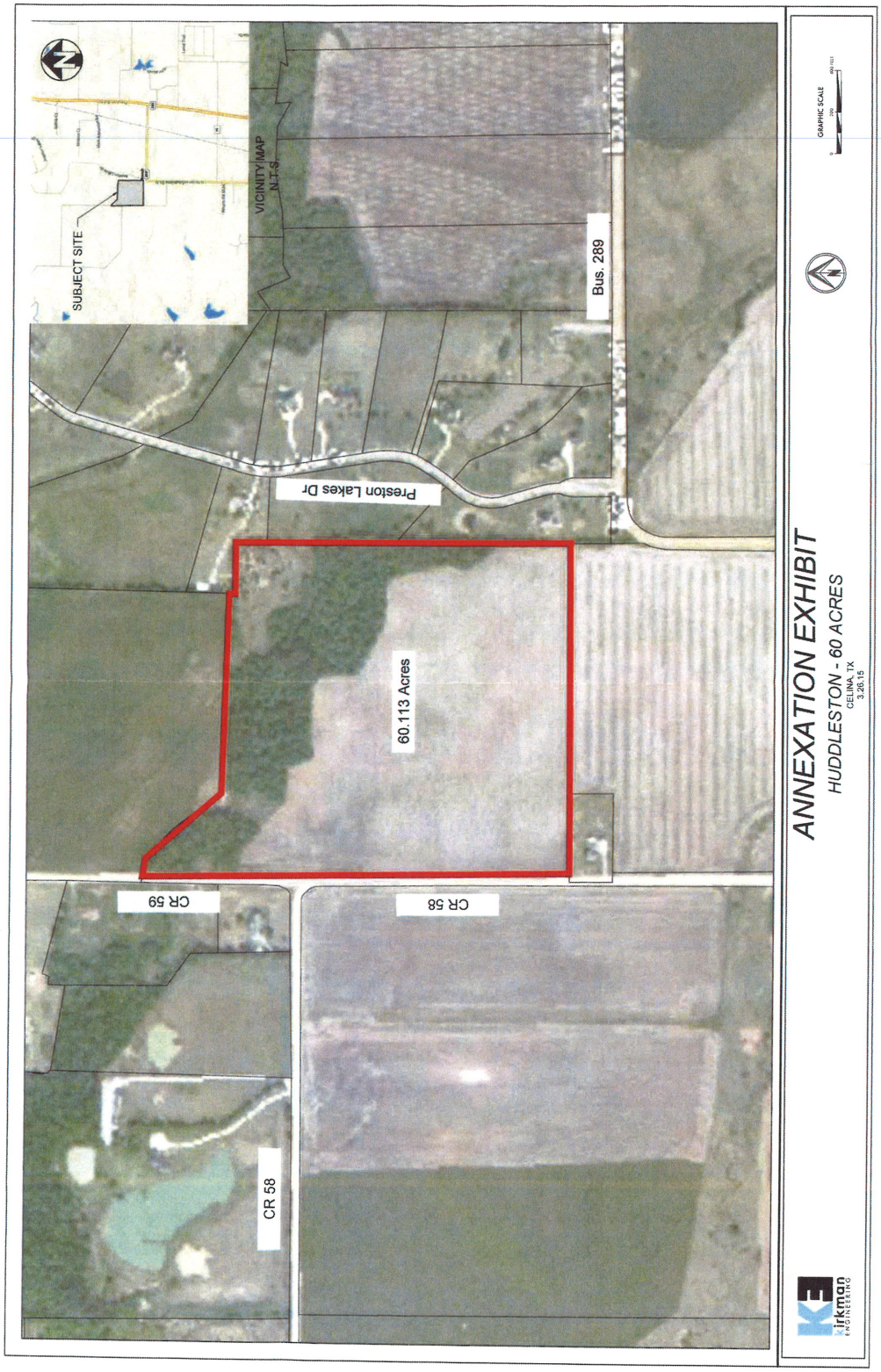
THENCE NORTH with the west line of the said tract and the center line of the road a distance of 1592.4 feet to an iron stake in the northwest corner of the said tract;

THENCE NORTH 89 degs. 56 mins. East with an established fence along the north line of the said tract a distance of 1638.8 feet to an iron stake by a corner post;

THENCE SOUTH 0 deg. 10 mins. West with an established fence along the east line of the said tract a distance of 1607.7 feet to the place of beginning, containing 60.112 acres of land.

Attachment: Huddleston Service Extension Agreement (1163 : Huddleston Utility Extension Agreement)

Property Depiction



Attachment: Huddleston Service Extension Agreement (1163 : Huddleston Utility Extension Agreement)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Kerr Inn Chapter 43 Pre-Annexation agreement

Action Requested:

Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Lawrence and Susan Brenner. Liebman

Background Information:

The proposed agreement will allow the property owners to continue their current use of the property as a Bed and Breakfast following their voluntary annexation into the City. Approval of this agreement will allow the city to utilize this tract as a point of contiguity in future annexations, and upon approval the property owners will submit a petition for voluntary annexation.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney as reviewed the agreement and found it acceptable.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends that the item be approved as presented.

PRE-ANNEXATION AGREEMENT

This Pre-Annexation and Development Agreement (this "Agreement") is by and between the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton Counties, Texas (the "City"), and LAWRENCE T. BRENNER and SUSAN J. BRENNER, husband and wife (together, the "Owner"), and is made and entered into effective as of the date signed by the Mayor of the City (the "Effective Date"). The parties are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Owner holds fee simple title to approximately 2.995 acres of land at Abstract A0731 Samuel Queen Survey, Tract 8 and described by metes and bounds on the attached Exhibit A and depicted on the attached Exhibit A-1 (the "Property"); and

WHEREAS, the Property is located within the extraterritorial jurisdiction ("ETJ") of the City and is adjacent to, and contiguous with, the City; and

WHEREAS, the Owner currently operates The Kerr Inn on the Property and, in the event the City annexes the Property into the city limits of the City, the Owner desires to continue to own, operate and develop the Property as bed and breakfast inn; and

WHEREAS, Lawrence T. Brenner and Susan J. Brenner are both members of the Kerr Inn, LLC; and

WHEREAS, in connection with the continuing development of the City, the City desires to annex the Property into the City, and the City has agreed to consider regulations that will allow continued use of the Property for a bed and breakfast inn for the benefit of Owner and the public; and

WHEREAS, the Owner agrees to the voluntary annexation of the Property and agrees to execute and submit to the City a petition for voluntary annexation in substantially the form attached hereto as Exhibit B (the "Petition"); and

WHEREAS, this Agreement is intended to establish certain regulations and allowances regarding the use and development of the Property; and

WHEREAS, immediately following annexation of the Property, the City intends to zone the Property as a planned development district consistent with the provisions of this Agreement; however, the Parties acknowledge that the Property may be used and developed in accordance with this Agreement, including, but not limited to, the developmental conditions of Section 3.3 herein during the term of this Agreement notwithstanding any zoning of the Property in conflict with this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 *et seq* of the Texas Local Government Code; and

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.172 *et seq* of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree as follows:

1.0 Recitals. The Recitals set forth in this Agreement form the basis upon which the Parties entered into this Agreement and are incorporated as if fully set forth herein.

2.0 Owner Obligations.

2.1 The Owner will submit the Petition within ten (10) days of the Effective Date.

2.2 Owner will submit an application to zone the Property as planned development ("PD") for single family residential, bed and breakfast with associated meeting rooms and outdoor activity areas.

2.3 Following annexation, the Property will be governed by all ordinances, regulations and taxes of the City of Celina which do not conflict with the terms of this Agreement.

3.0 City's Obligations.

3.1 Upon receipt of the Petition, the City will promptly begin the notice and hearing process to annex the Property as required under Chapter 43 of the Texas Local Government Code.

3.2 The City will waive the annexation and zoning application fee.

3.3 The City will process the zoning application filed pursuant to Section 2.2 above with a staff recommendation for approval of the following development conditions:

3.3.1 Permitted uses will be bed and breakfast inn with up to 6 sleeping rooms and outdoor facilities to accommodate a maximum of 150 guests for outdoor group events, including an outdoor restroom facility, gazebo or pergola structures, and outdoor fireplaces/fire pits. Outdoor events are permitted from 7 a.m. until 11 p.m. All structures must meet setback requirements contained in City ordinances.

3.3.2 In addition to the current main house, one additional building with two (2) sleeping rooms will be allowed on the Property subject to meeting all setback and development standards contained in the Retail and Office (RO) district. The exterior of this one additional building may match the exterior of the existing main structure or bunkhouse, as such exteriors existed on the Effective Date of this Agreement. As an alternative to a building with two sleeping rooms a caboose or passenger train car may

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

be used for the two sleeping rooms provided ADA and fire safety requirements can be met.

3.3.3 Existing gravel driveway and parking areas will be permitted to remain as-is and count to meet the off-street parking requirements for the bed and breakfast inn. Event overflow parking may be located on grass in the southeast area of the yard as depicted on Exhibit A-1 if set back 20 feet from any property line. All other parking and drives must be gravel or concrete. Fire and emergency vehicle access shall be provided.

3.3.4 The current septic aerobic system may continue to be used or may be modified to a grey water irrigation system for the Property at such time as the Property is connected to a public sanitary sewer system. Once the City's public sanitary sewer system is available across the street from the Property, Owner may connect without paying sewer tap or sewer impact fees. Underground and above ground rainwater harvesting tanks may be installed so long as they meet setback requirements contained in City ordinances and comply with state regulations.

3.3.5 Owner may hand-craft wood tables on the Property so long as no more than one (1) employee is used for crafting the wood furniture.

3.3.6 One enclosure with a maximum of six (6) chickens will be allowed on the Property. No roosters are allowed on the Property.

3.4 The Property may continue to be served by the current retail water provider, which is Marilee Special Utility District ("Marilee"). Service by Marilee shall cease and the City shall provide retail water service within three (3) months of City retail water service being provided to property adjacent to the Property. City shall pay the cost to obtain Marilee's CCN rights over the Property. Owner will not be required to pay water tap or water impact fees when the service is provided by the City.

4.0 Pre-Annexation Agreement Status. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with this Agreement, the Parties agree that the developmental conditions under Section 3.3 herein memorialize the plan for development and use of the Property as provided for in Section 212.172 of the Texas Local Government Code. Immediately after the Property is annexed, the City agrees to consider zoning the Property consistent with the PD and the developmental conditions under Section 3.3 herein. Prior to the City adopting the PD, the Property may be developed and used in accordance with the terms of this Agreement, including, but not limited to, the developmental conditions under Section 3.3 herein, notwithstanding the zoning of the Property.

5.0 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

shall control. When this Agreement does not specifically address a matter regulated by the City, then every ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement regarding such matter shall control, whether existing on the Effective Date or hereinafter adopted.

6.0 General Provisions

6.1 Default; Remedies. No Party shall be in default under this Agreement until written notice of such Party's alleged failure to perform has been given and until such Party has had a reasonable opportunity to cure the alleged failure (taking into consideration the nature and extent of the alleged failure, but in no event less than 30 days after the notice is given). Except as otherwise expressly provided by this Agreement, if a Party is in default under this Agreement, the exclusive remedies of the non-defaulting Parties shall be injunctive relief, mandamus, or specific performance specifying the actions to be taken by or prohibited of the defaulting Party and the actions, if any, permitted to be taken by the non-defaulting Party to remedy the default. Notwithstanding the foregoing or any other provisions of this Agreement, violation of City ordinances may be prosecuted in accordance with all civil and criminal remedies available to the City. Such relief shall be directed solely to the failed obligation and shall not address or include any activity or actions not directly related to the failed obligation.

6.2 Governmental Powers; Waivers of Immunity. The Parties agree that by its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

6.2.1 The City waives its governmental immunity from suit and immunity from liability as to any action brought by the Owner to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies and only to the extent authorized by law. Nothing in this section shall waive any claims, defenses or immunities or tort limitation that the City has with respect to suits against the City by persons or entities other than the Owner to this Agreement. Nothing in this Agreement, however, shall waive any claims, defenses or immunities or tort limitation that the City may have with respect to any claim or suit against the City arising from injury to persons (including death) or damage to or destruction of personal property.

6.3 Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a Party shall be in writing addressed to the Owner at the physical address of the Property and to the City at its address as shown on the City's website. Notices shall be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, return Receipt Requested; (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address; or (c) if by any

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

other means (including, but not limited to, FAX and E-mail), when actually received by the Part at the notice address.

6.4 Entire Agreement. This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties or agreements between the Parties covering the subject matter of this Agreement.

6.5 Term. The term of this Agreement shall be for a period of fifteen (15) years.

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

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

6.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

6.9 Amendments. This Agreement may only be amended by a resolution or ordinance of the City and a written agreement signed by Owner and no City officer or official is authorized or empowered to vary or waive the terms of this Agreement absent such amendment.

6.10 Binding Obligation. This Agreement shall bind and inure to the benefit of the Parties hereto, and their successors and assigns.

6.11 Assignment. The Owner has the right (from time to time with the consent of the City, which consent shall not be unreasonably withheld) 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 or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment shall be in writing executed by the Owner and the Assignee. A copy of each assignment shall be provided to the City within 15 days of execution.

6.12 Construction and Venue. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect and venue for any action shall lie only in Collin County, Texas.

6.13 Exhibits. The exhibits attached to this Agreement are incorporated as part of this Agreement for all purposes as if set forth in full in the body of this Agreement.

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiple copies, each of equal dignity.

Accepted and executed as of the _____ day of _____, 2015.

CITY OF CELINA, TEXAS

By:_____
Sean Terry, Mayor

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2015, by Sean Terry, Mayor, CITY OF CELINA, TEXAS, on behalf of said city.

_____
Notary Public in and for the State of Texas

[Additional signatures on next page]

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

Accepted and executed as of the 3 day of July, 2015.

LAWRENCE T. BRENNER

L T Brenner

TAMMY J STONEKING
Notary Public, State of Texas
My Commission Expires
OCTOBER 18, 2015

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me this 3rd day of July, 2015, by Lawrence T. Brenner.

Tammy J Stoneking
Notary Public in and for the State of Texas

Accepted and executed as of the 3 day of July, 2015.

SUSAN J. BRENNER

Susan Brenner

TAMMY J STONEKING
Notary Public, State of Texas
My Commission Expires
OCTOBER 18, 2015

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me this 3rd day of July, 2015, by Susan J. Brenner.

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

EXHIBIT A

05186 02545

EXHIBIT "A"

BEING all that certain lot, tract, or parcel of land located in the SAMUEL QUEEN SURVEY, ABSTRACT NO. 731, COLLIN County, Texas, and being a part of a called 70.842 acre tract of land described in deed to JANE F. STYRON, et al, dated May 5, 1972, recorded in Volume 820, Page 714, Deed Records, DALLAS County, Texas, and being the same land described in deed as Tracts 1 and 2 conveyed to ROBERT E. ELMORE, dated June 15, 2000, recorded in Volume 4692, Page 1612, Deed Records, COLLIN County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron rod found at the Southeast corner of Lot 8 of Oak Hill Country Estates, an Addition to Collin County, Texas, according to the Plat thereof recorded in Cabinet J, Slide 203, Plat Records, Collin County, Texas, said point being the Southwest corner of aforementioned Tract 1;

THENCE North 01 degrees 17 minutes 43 seconds West, (basis of bearing derived from aforementioned plat), a distance of 180.75 feet to a wood fence post found at the Northeast corner of said Lot 8, said point being the Southeast corner of a called 33.696 acre tract of land described in deed to Joe B. Crenshaw and wife, Kimberly R. Crenshaw, recorded in County Clerk's file number 00-0003545, Deed Records, Collin County, Texas;

THENCE North 00 degrees 48 minutes 57 seconds East, along the East line of said Crenshaw tract, a distance of 125.52 feet to a 1/2 inch diameter iron rod found at the Southwest corner of a called 2.50 acre tract of land described in deed to Vaughan Chirstner and wife, Shelley Christner, recorded in County Clerk's file number 2000-0049212, Deed Records, Collin County, Texas, said point being the Northwest corner of said Tract 2;

THENCE South 89 degrees 42 mintues 37 seconds East, a distance of 467.89 feet to a 1/2 inch diameter iron rod found at the Southeast corner of said 2.50 acre tract, said point being in the center line of County Road 90;

THENCE South 10 degrees 36 minutes 43 seconds West, with the center of County Road 90, a distance of 291.39 feet to a 1/2 inch diameter iron rod found for corner, said point being the Westerly, Southeast corner of said 70.842 acre tract;

THENCE South 87 degrees 45 minutes 03 seconds West, along the North line of a called 5.052 acre tract of land described in deed to Christner Group, Incorporated, d/b/a Christner Homes, recorded in County Clerk's file number 01-0102930, Deed Records, Collin County, Texas, a distance of 208.10 feet to a 1/2 inch diameter iron rod found at the Northeast corner of Lot 9 of said Oak Hill Country Estates;

THENCE South 87 degrees 23 mintues 45 seconds West, along the North line of said Lot 9, a distance of 204.19 feet to the PLACE OF BEGINNING, and CONTAINING 130,441 square feet or 2.995 acre tract of land, more or less.

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

EXHIBIT A-1

Page 1 of 2

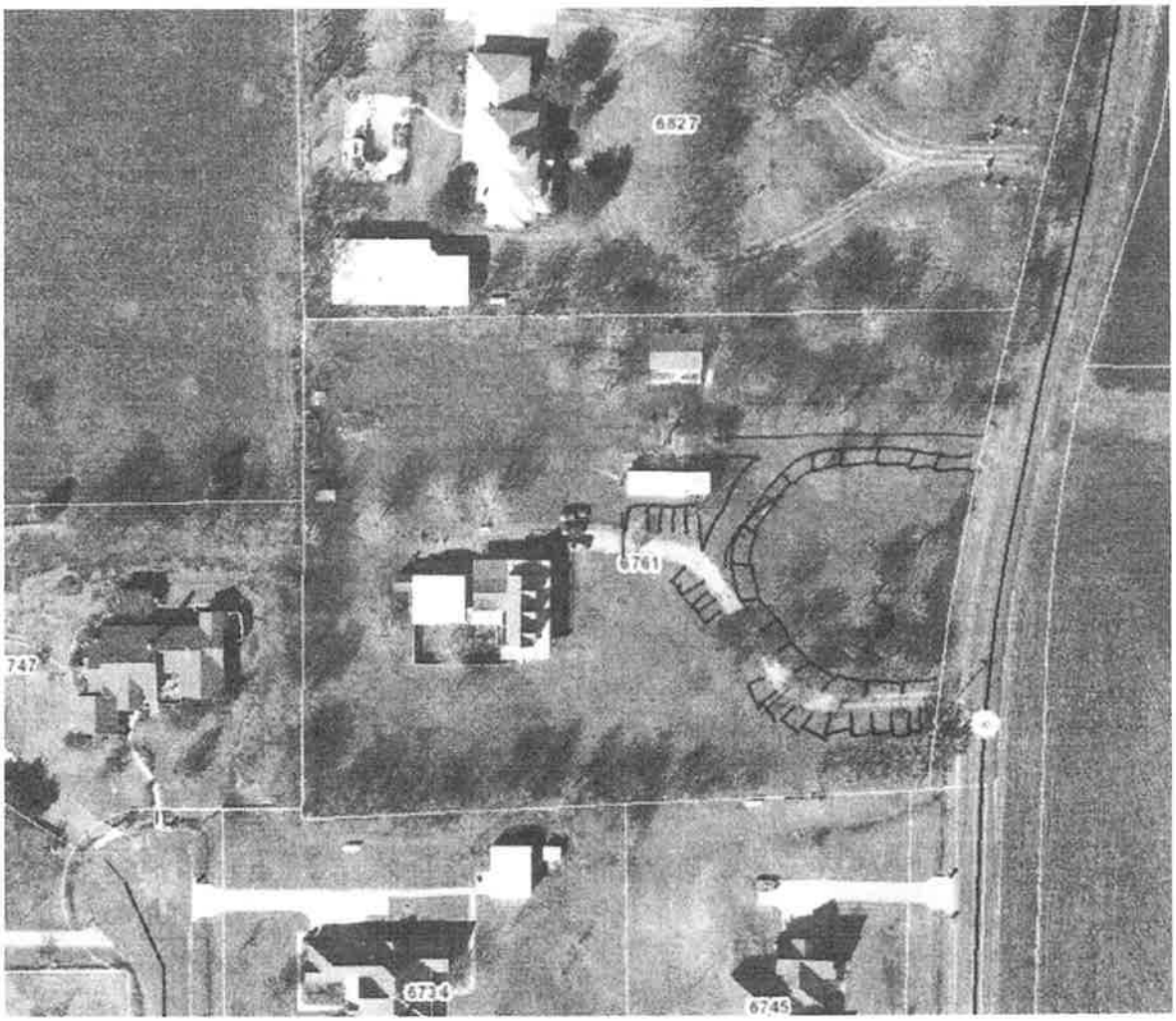
Property Depiction

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

EXHIBIT A-1

Page 2 of 2

Portion of Property used for existing event over-flow parking on grass.



Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

EXHIBIT B

PETITION REQUESTING ANNEXATION BY LANDOWNER

TO THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF CELINA, TEXAS:

Lawrence T. Brenner and Susan J. Brenner, owner of the hereinafter described tracts or parcels of land ("Property"), hereby voluntarily petitions the City Council of the City of Celina, Texas, to annex the Property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Celina, Texas, the Property, containing approximately 2.995 acres of land, described as follows:

Being all that certain tract or parcel of land situated in Collin County, Texas at Abstract A0731 Samuel Queen Survey, Tract 8 and being a part of a called 2.995 acre tract of land described in the deed to Lawrence T. Brenner as recorded on June 19, 2002 in Volume 05186, Page 02543 of the Real Property Records of Collin County, Texas; the subject tract being more particularly described in Exhibit "A" attached hereto and made a part hereof.

A map showing the location of the Property is attached hereto as **Exhibit "B"** and is incorporated herein by reference.

I/we certify that the above-described Property is contiguous and adjacent to the City of Celina Texas, and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER:

LAWRENCE T. BRENNER **SUSAN J. BRENNER**

L T Brenner Susan Brenner

TAMMY J STONEKING
Notary Public, State of Texas
My Commission Expires
OCTOBER 18, 2015

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me this 3rd day of July, 2015, by Lawrence T. Brenner.

Tammy J Stoneking
Notary Public in and for the State of Texas

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

TAMMY J STONEKING
Notary Public, State of Texas
My Commission Expires
OCTOBER 18, 2015

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me this 3rd day of July, 2015, by Susan J. Brenner.

Tammy J Stoneking
Notary Public in and for the State of Texas

Attachment: Kerr Inn Chapter 43 Agreement (1139 : Kerr Inn Ch. 43 Agreement)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Kerr Inn Annexation Petition

Action Requested:

Consider and act upon a petition for annexation and set two public hearing dates on August 11, 2015 at 6:00 P.M. and August 11, at 6:35 P.M. to take place at 112 N. Colorado Dr. Celina, Tx 75009, to consider testimony regarding annexing a ±2.995 acre tract of land located in the Samuel Queen Survey, Abstract Number 731, Tract 8, Collin County, Texas. The property is generally located north of Sunset Blvd., west of CR 90 and south of FM 455. (Kerr Inn) Liebman

Background Information:

A petition for annexation was received from Lawrence and Susan Brenner representing The Kerr Inn on July 6, 2015. The property is contiguous to current city limits.

- July 14, 2015 - City Council acts on Resolution to set the public hearing dates.
- August 11, 2015 - Two separate public hearings are held on the same night (6:00pm & 6:05pm @ 112 N. Colorado Dr. Celina, Texas.)
- September 08, 2015 - City Council acts on Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition

Staff Recommendation:

Staff recommends that the petition be accepted.

EXHIBIT B

PETITION REQUESTING ANNEXATION BY LANDOWNER

TO THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF CELINA, TEXAS:

Lawrence T. Brenner and Susan J. Brenner, owner of the hereinafter described tracts or parcels of land ("Property"), hereby voluntarily petitions the City Council of the City of Celina, Texas, to annex the Property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Celina, Texas, the Property, containing approximately 2.995 acres of land, described as follows:

Being all that certain tract or parcel of land situated in Collin County, Texas at Abstract A0731 Samuel Queen Survey, Tract 8 and being a part of a called 2.995 acre tract of land described in the deed to Lawrence T. Brenner as recorded on June 19, 2002 in Volume 05186, Page 02543 of the Real Property Records of Collin County, Texas; the subject tract being more particularly described in Exhibit "A" attached hereto and made a part hereof.

A map showing the location of the Property is attached hereto as **Exhibit "B"** and is incorporated herein by reference.

I/we certify that the above-described Property is contiguous and adjacent to the City of Celina Texas, and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER:

LAWRENCE T. BRENNER **SUSAN J. BRENNER**

L T Brenner Susan Brenner

TAMMY J STONEKING
Notary Public, State of Texas
My Commission Expires
OCTOBER 18, 2015

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me this 3rd day of July, 2015, by Lawrence T. Brenner.

Tammy J Stoneking
Notary Public in and for the State of Texas

Attachment: Annexation Petition (1179 : Kerr Inn Annexation Petition)

TAMMY J STONEKING
Notary Public, State of Texas
My Commission Expires
OCTOBER 18, 2015

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me this 3rd day of July, 2015, by Susan J. Brenner.

Tammy J Stoneking
Notary Public in and for the State of Texas

Attachment: Annexation Petition (1179 : Kerr Inn Annexation Petition)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Annexation of a ±90.285 acre tract of land.

Action Requested:

Consider and act upon an ordinance adopting the annexation of a ±90.285 acre tract of land located in the L.M. Boyd Survey, Abstract Number 48, Tract 2-9, Collin County, Texas, the property Is generally located east Of SH289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100. (Littell Tract) Liebman

Background Information:

The property is directly adjacent to the Celina High School campus and is within the Marilee water CCN. The property is contiguous to the current City Limits on two sides, and the property owner has denied the offered pre-annexation agreement. Annexation of this tract is being proposed as part of the City's plan to annex strategic tracts near current and future development corridors.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Upon annexation the $112,856 shall be paid to the Marilee Special Utility District per agreement dated March 14, 2011.

Legal Review:

The City's Land Use Council has assisted staff throughout the involuntary annexation proceedings. The City Attorney has reviewed the ordinance and found it to be acceptable.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends that the item be approved as presented

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
(LITTELL TRACT 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 90.2848 ACRE TRACT OF LAND SITUATED IN L M BOYD SURVEY. ABSTRACT NO. 0048, TRACT 2-9, COLLIN COUNTY, TEXAS, BEING PART OF A 46.885 ACRE TRACT OF LAND DESCRIBED IN A DEED TO PHILLIP LITTELL AS RECORDED IN DOCUMENT NUMBER 19880705000353740 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, AND PART OF A 46.903 ACRE TRACT OF LAND DESCRIBED IN A DEED TO PHILLIP LITTELL AS RECORDED IN DOCUMENT NUMBER 19880705000353720 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY LEGAL DESCRIPTION IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED EAST OF SH 289, SOUTH OF CR 134, WEST OF CR 97, AND NORTH OF CR 100.; 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 12th day of May, 2015 and the second hearing being held on the 12th day of May, 2015 in the Council Chambers located in the First United Methodist Church, 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 1th day of May, 2015, 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

Attachment: (Littel) Annexation Ordinance Final Draft (1129 : Littell Annexation Ordinance)

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", 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

Attachment: (Littel) Annexation Ordinance Final Draft (1129 : Littell Annexation Ordinance)

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 ____ day of _____, 2015.

_____
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: (Littel) Annexation Ordinance Final Draft (1129 : Littell Annexation Ordinance)

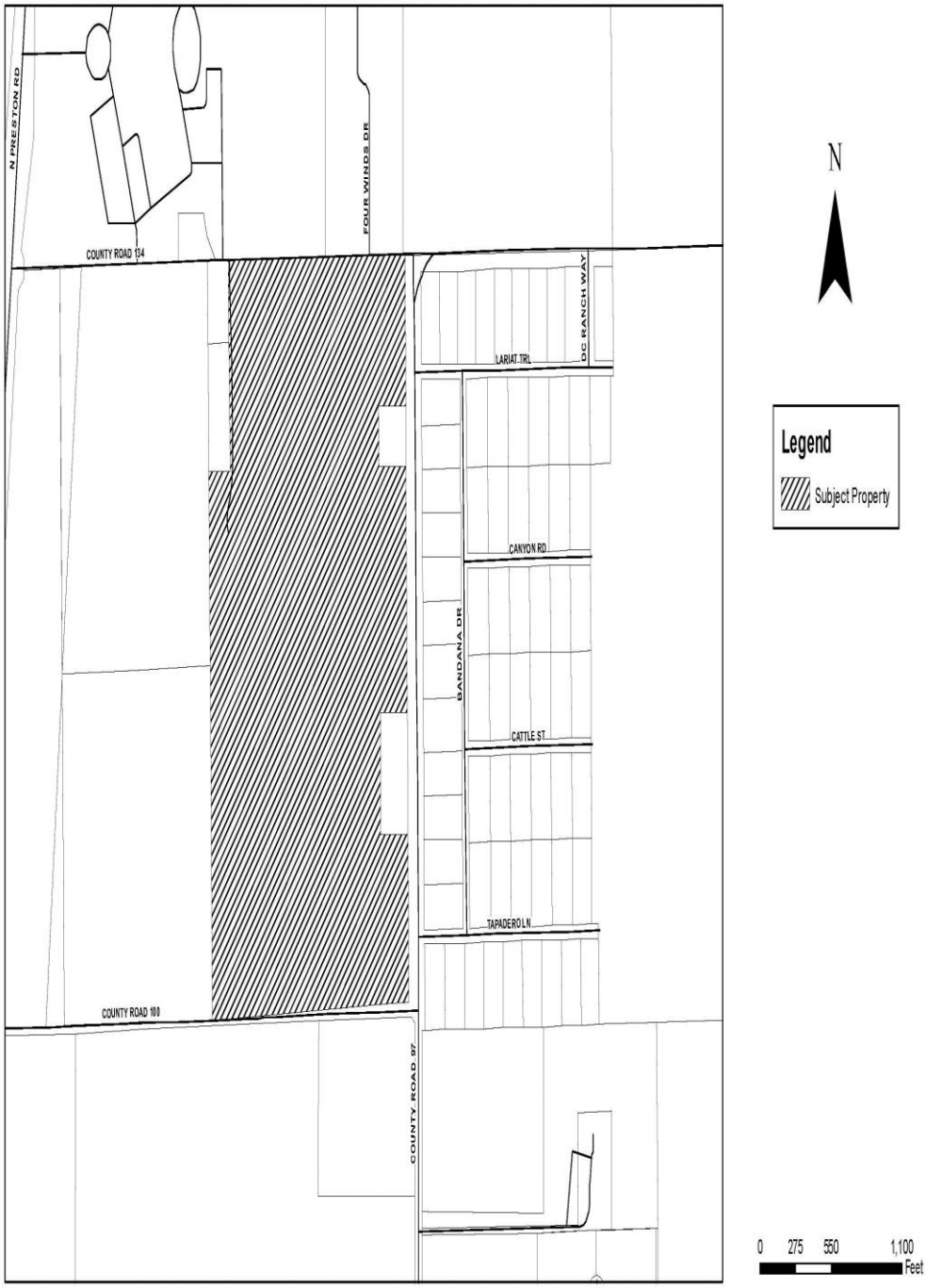
EXHIBIT A
Legal Description

Being a 90.2848 acre tract of land situated in the L M Boys Survey, Abstract No. 0048, Tract 2-9, Collin County Texas, and being part of a 46.885 acre tract of land described in a deed to Phillip Littell as recorded in document number 19880705000353740 of the real property records of Collin County, Texas, and part of a 46.903 acre tract of land described in a deed to Phillip Littell as recorded in document number 19880705000353720 of the real property records of Collin County Texas.

Attachment: (Littel) Annexation Ordinance Final Draft (1129 : Littell Annexation Ordinance)

Exhibit "B"

Exhibit "B" graphical depiction of the property



Attachment: (Littel) Annexation Ordinance Final Draft (1129 : Littell Annexation Ordinance)

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;

      iv) Emergency prevention and public education efforts;

Attachment: (Littel) Annexation Ordinance Final Draft (1129 : Littell Annexation Ordinance)

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

Attachment: (Littel) Annexation Ordinance Final Draft (1129 : Littell Annexation Ordinance)

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) WATER FACILITIES

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) ROAD AND STREETS

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 provided within sixty (60) days of 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

Attachment: (Littel) Annexation Ordinance Final Draft (1129 : Littell Annexation Ordinance)

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.

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Earthman Annexation

Action Requested:

Consider and act upon an ordinance annexing a 107.207 acre tract of land located in Abstract A0132 B B B & C Ry Co Survey, Tract 6. The property is generally located at the southeast corner of FM 428 and West Sunset Blvd (CR56). (Earthman tract) Liebman

Background Information:

The property is at the southeast corner of FM 428 and Sunset Blvd (CR56). The property is contiguous to the current City Limits on three sides, and the property owner has denied the offered pre-annexation agreement. Annexation of this tract is being proposed as part of the City's plan to annex strategic tracts near current and future development corridors.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use counsel assisted staff throughout the pre-annexation process.

The City Attorney has reviewed the proposed ordinance and found it to be acceptable.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends that the item be approved as presented

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
(EARTHMAN TRACT 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 107.207 ACRE TRACT OF LAND SITUATED IN B B B & C RY SURVEY. ABSTRACT NO. 0132, TRACT 6, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 107.207 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ELDON AND ALTA EARTHMAN AS RECORDED IN DOCUMENT NUMBER 19640124062902920 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY LEGAL DESCRIPTION IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED EAST OF FM 428, NORTH OF CR 55, SOUTH OF WEST SUNSET BLVD. (CR56), AND WEST OF THE BNSF RAILROAD; 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 9th day of June, 2015 and the second hearing being held on the 9th day of June, 2015 in the Council Chambers located in the First United Methodist Church, 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 29th day of May, 2015, 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 findings

Attachment: (Earthman) Annexation Ordinance (1167 : Earthman Annexation)

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", 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 co

Attachment: (Earthman) Annexation Ordinance (1167 : Earthman Annexation)

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 14 day of July, 2015.

_____
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: (Earthman) Annexation Ordinance (1167 : Earthman Annexation)

EXHIBIT A
Legal Description

a part of the B. B. B. & C. Ry. Survey abstract No. 132 and being re-survey of all of a 61.68 acre tract as described in a deed from R. K. Moseley et al to Alice Winn dated August 10, 1896 and recorded in volume 74 page 600 of the Collin County deed records and part of a 70 acre tract as described in a deed from M. S. Winn et ux to Alice Winn dated December 16, 1889 and recorded in voulume 42 page 599 of the Collin County deed records and said re-survey being more particularly described by metes and bounds as follows;

BEGINNING at an iron stake by a corner post in the S. E. corner of the said 61.68 acre tract.

THENCE N.0 deg. 15 min. W with an established hedge row a distance of 2275.7 ft. to an iron stake in the north line of the said 70 acre tract. Said stake bein, in the south line of the M. E. P. & P. Ry. Survey.

THENCE N 89 deg. 48 min. W with the north line of the said 70 acre and 61.68 acre tracts a distance of 2087.2 ft. to an iron stake in the N.W. corner of the said 61.68 acre tract. Said stake being at the intersection of two public roads.

THENCE S 0 deg. 01 min. E with the center line of the said public road along the west line of the said 61.68 acre tract a distance of 326.6 ft. to an iron stake in the north R.O.W. line of F.M. Hiwy No. 428.

THENCE N 89 deg. 59 min. E with the north R.O.W. line of the said Hi-wy a distance of 45.0 ft. to wooden R. O. W. marker.

THENCE S 0 deg. 04 min. E with the east R.O.W. line of the said Hi-wy a distance of 1948.7 ft. to an iron stake in the south line of the said 61.68 acre tract. Said stake bears S 89 deg. 47 min. E, 45 ft. from the S. W. corner of the said 61.68 acre tract.

THENCE S 89 deg. 47 min. E with an established fence line and hedge row along the south line of the said 61.68 acre tract a distance of 2049.5 ft. to the place of beginning containing 107.207 acres of land.

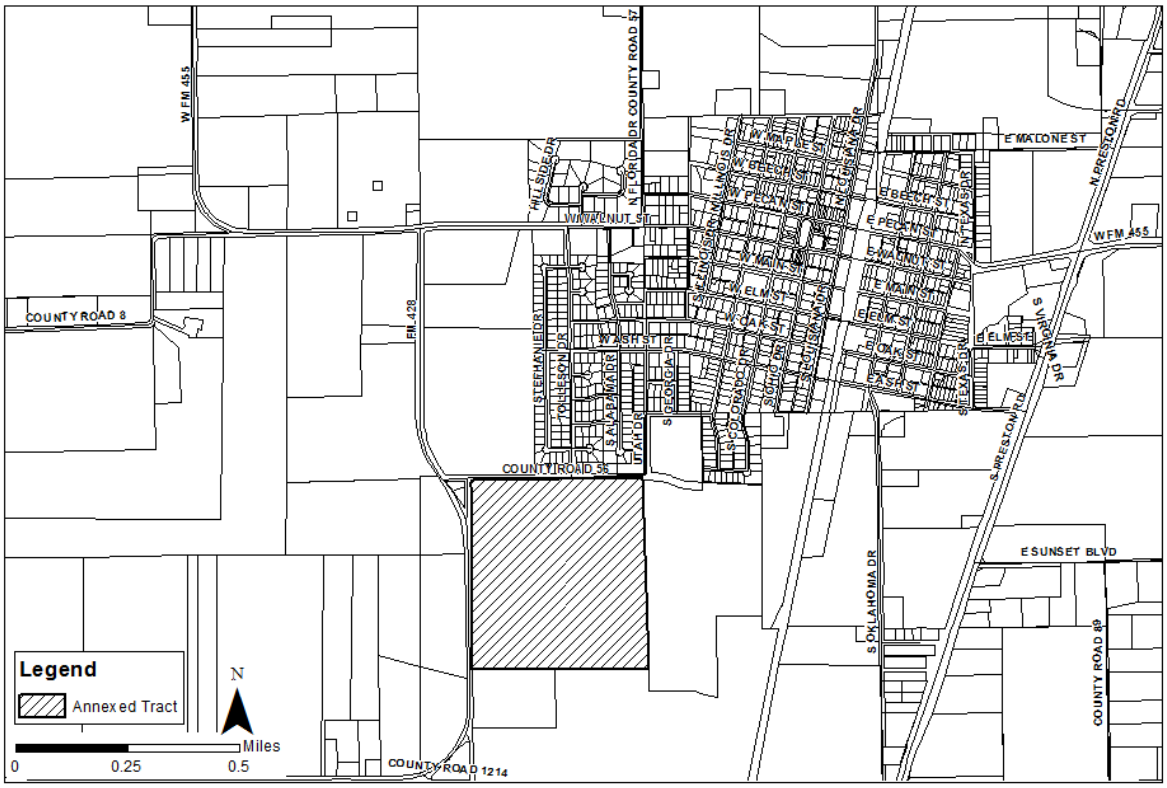
COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

Attachment: (Earthman) Annexation Ordinance (1167 : Earthman Annexation)

Exhibit "B"

Graphical depiction of the property

Abstract A0132, B B B & C Ry Co Survey, Tract 6, 107.207 Acres



Attachment: (Earthman) Annexation Ordinance (1167 : Earthman 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;

      iv) Emergency prevention and public education efforts;

Attachment: (Earthman) Annexation Ordinance (1167 : Earthman Annexation)

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) WATER FACILITIES

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) ROAD AND STREETS

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 provided within sixty (60) days of 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.

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Chen Annexations (7 acres & 4.115 acres)

Action Requested:

Consider and act upon an ordinance annexing a 7 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 39; and a 4.115 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 89 (Chen Annexations) Liebman

Background Information:

The property is north of the TXI concrete batching plat and is within the City of Celina water CCN. The property is contiguous to the current City Limits on two sides and the property owner has denied the offered pre-annexation agreement. Annexation of this tract is being proposed as part of the City's plan to annex strategic tracts near current and future development corridors.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use council has assisted staff throughout the pre-annexation proceedings.

The City Attorney has reviewed the ordinance and found it to be acceptable.

Supporting Documents:

- Proposed Ordinance
- Maps of proposed annexations

Staff Recommendation:

Staff recommends that the item be approved as accepted.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
(CHEN TRACTS 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 58.464 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY. ABSTRACT NO. 0167, BLOCK 2, TRACT 39, COLLIN COUNTY, TEXAS, AND BEING ALL OF A 7 ACRE TRACT OF LAND IN A DEED TO YU CHEN KUO AS RECORDED IN DOCUMENT NUMBER 20131231001700860 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY LEGAL DESCRIPTION IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, AND A 4.1150 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NO. 0167, BLOCK 2, TRACT 89, COLLIN COUNTY, TEXAS AND BEING ALL OF 4.1150 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO YU CHEN KUO AS RECORDED IN INSTRUMENT NUMBER 20131231001700870 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "C" AND GRAPHICALLY DEPICTED IN EXHIBIT "D" SUCH TRACTS ARE GENERALLY LOCATED WEST OF PRESTON ROAD (SH 289), EAST OF THE BNSF RAILROAD, SOUTH OF CR 55, AND NORTH CR 53; 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 9th day of June, 2015 and the second hearing being held on the 9th day of June, 2015 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the properties being more particularly described in Exhibits "A" and "C", 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 29th day of May, 2015, 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

Attachment: (Chen) Annexation Ordinance (1166 : Chen Annexations 7ac + 4.115ac on SH289)

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 properties to be annexed is attached hereto as Exhibit "A" and Exhibit "C" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "E" 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 properties being more particularly described in Exhibits "A" and "C", 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 "E", 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 territories referenced in Exhibits "A" and "C", 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 an

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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 14 day of July, 2015.

_____
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: (Chen) Annexation Ordinance (1166 : Chen Annexations 7ac + 4.115ac on SH289)

EXHIBIT A
Legal Description

That certain real property situated in Collin County, Texas, being a part of the Collin County School Lands Survey, No. 14, Abstract 167, and also being a part of a 17.5 acre tract of land conveyed by W.A. Beck and wife, to J.C. Owensby by deed recorded in Volume 65, Page 401, of the Deed Records, Collin County, Texas being more particularly described as follows:

BEGINNING at a steel rod at corner post maintaining the Northwest corner of said 17.5 acre tract;

THENCE North 88 degrees 56 minutes 23 seconds East with the North line of said 17.5 acre tract, a distance of 538.68 feet to a steel rod in the West right-of-way line of State highway 289;

THENCE South 01 degree 10 minutes 41 seconds East with the West right-of-way line of said highway, a distance of 570.75 feet to a steel rod;

THENCE South 88 degrees 56 minutes 23 seconds West, a distance of 529.81 feet to a steel rod in the West line of said 17.5 acre tract;

THENCE North 02 degrees 04 minutes 05 seconds West with the West line of said tract, a distance of 570.84 feet to the PLACE OF BEGINNING and containing 7.000 acres of land, more or less.

EXHIBIT "B"
Graphical Depiction

Attachment: (Chen) Annexation Ordinance (1166 : Chen Annexations 7ac + 4.115ac on SH289)

Abstract A0167 Collin County School Land #14 Survey, Block 2, Tract 39

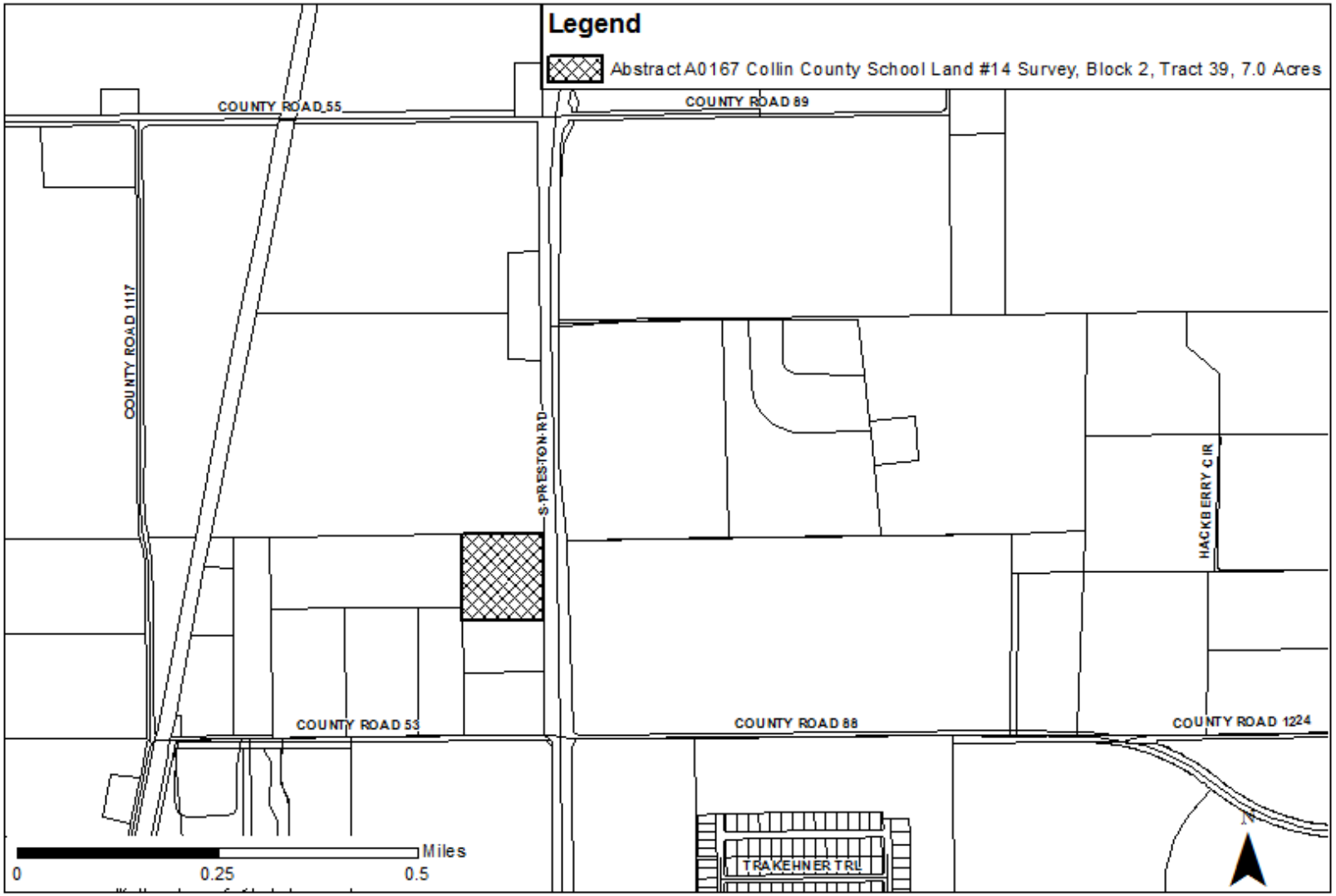

EXHIBIT "C"
Legal Description

Being a part of the Collin County School Lands Survey No. 14, Abstract No. 167, and also being a part of the 17.5 acre tract of land conveyed by W. A. Beck and wife to J.C. Owensby by deed recorded in Volume 65, Page 401, of the Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

Tract 1:

BEGINNING at a steel rod in the West line of said 17.5 acre tract said point being North 02 deg. 04 min. 05 sec. West a distance of 413.02 feet from the Southwest corner of said 17.5 acre tract;

THENCE North 02 deg. 04 min. 05 sec. West with the West line of said 17.5 acre tract, a distance of 340.13 feet to a steel rod;

THENCE North 88 deg. 56 min. 23 sec. East, a distance of 529.81 feet to a steel rod in the West right-of-way line State Highway 289;

THENCE South 01 deg. 10 min. 41 sec East with the West right-of-way line of said highway, a distance of 93.50 feet to a right-of-way monument at an angle point;

THENCE South 01 deg. 59 min. 59 sec. East continuing with said right-of-way line, a distance of 244.97 feet to a steel rod;

THENCE South 88 deg. 45 min. 45 sec. West, a distance of 527.82 feet to the Place of BEGINNING and Containing 4.115 acres of land.

Attachment: (Chen) Annexation Ordinance (1166 : Chen Annexations 7ac + 4.115ac on SH289)

EXHIBIT "D"
Graphical Depiction

Abstract A0167 Collin County School Land #14 Survey, Block 2, Tract 89

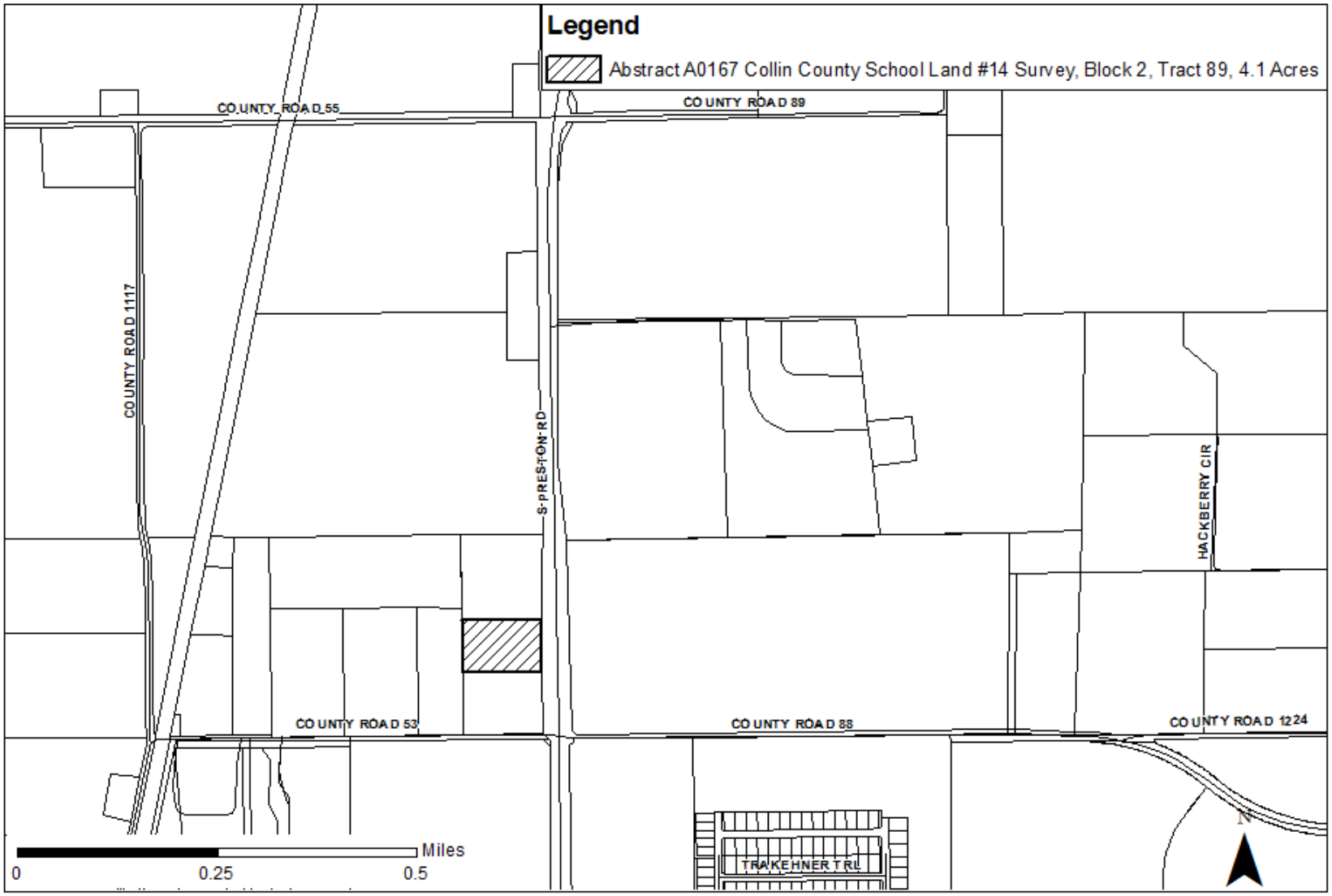

EXHIBIT "E"

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 Advanc

Attachment: (Chen) Annexation Ordinance (1166 : Chen Annexations 7ac + 4.115ac on SH289)

Support (ALS) fire engines, trucks and ambulances;

iii) Hazardous materials response and mitigation;

iv) Emergency prevention and public education efforts;

Attachment: (Chen) Annexation Ordinance (1166 : Chen Annexations 7ac + 4.115ac on SH289)

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

Attachment: (Chen) Annexation Ordinance (1166 : Chen Annexations 7ac + 4.115ac on SH289)

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) WATER FACILITIES

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) ROAD AND STREETS

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

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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 provided within sixty (60) days of 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

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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

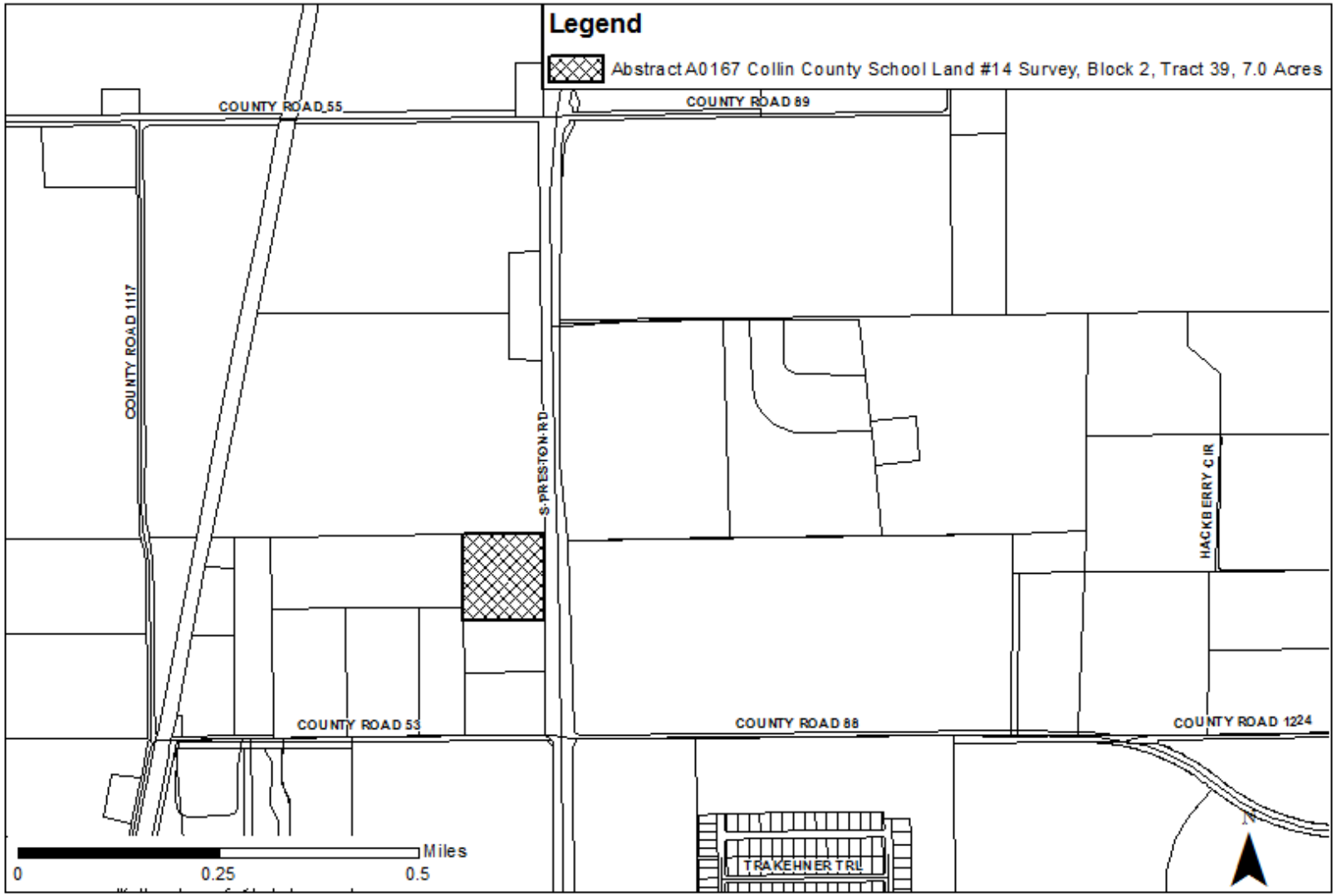
1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

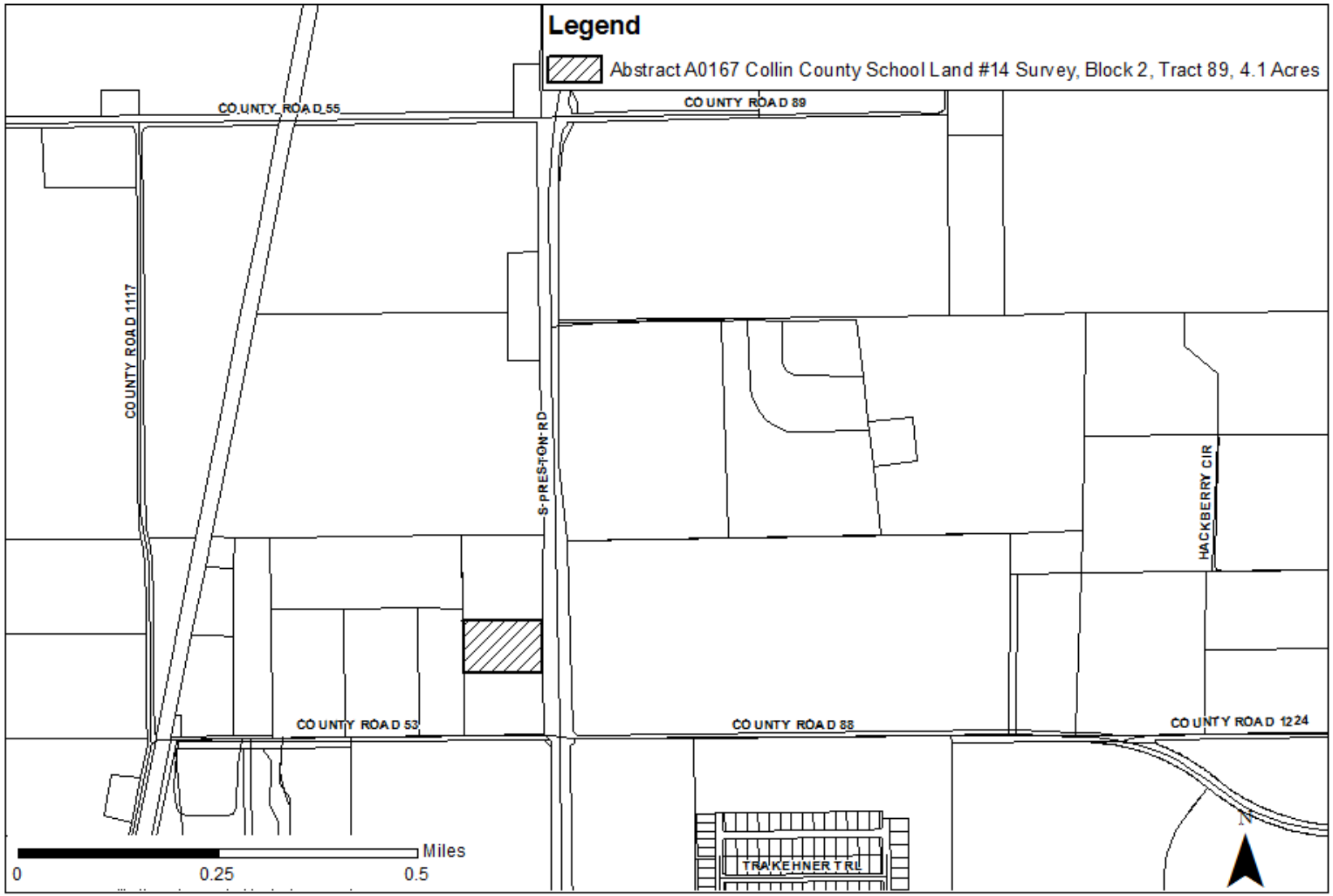
1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Attachment: (Chen) Annexation Ordinance (1166 : Chen Annexations 7ac + 4.115ac on SH289)

Abstract A0167 Collin County School Land #14 Survey, Block 2, Tract 39



Abstract A0167 Collin County School Land #14 Survey, Block 2, Tract 89



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Construction Plat for Light Farms Phase 5.

Action Requested:

Consider and act upon a Construction Plat for Light Farms Phase 5, being approximately 80.10 acres situated in the John Ragsdale Survey, Abstract No. 734, and containing 278 residential lots and 1 day school lot. Liebman

Background Information:

The proposed Construction Plat for Light Farms Phase 5 will allow for the construction of 278 residential lots and 1 day school site. Staff has reviewed the proposed Construction Plat for Light Farms Phase 5 and has deemed it acceptable

Board Review/Citizen Input:

On June 16, 2015 the Celina Planning and Zoning Commission recommended that the item be approved on the condition that staffs comments are addressed prior to the City Council meeting on July 14, 2015.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Light Farms Phase 5 Construction Plat

Staff Recommendation:

Staff has reviewed the proposed Construction Plat for Light Farms Phase 5, and has deemed it acceptable.

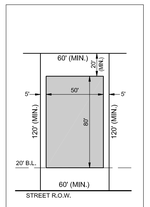
PARCEL CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C1	12°10'16"	375.00'	79.66'	79.51'	N85°00'59"W
C2	3°28'52"	725.00'	44.05'	44.04'	N80°40'17"W
C3	10°45'16"	275.01'	51.62'	51.54'	S87°26'16"W
C4	21°47'35"	125.00'	47.54'	47.26'	N58°42'59"W
C5	0°39'49"	1055.00'	12.22'	12.22'	N59°39'05"W
C6	0°39'49"	1005.00'	11.64'	11.64'	S59°39'05"E
C7	12°10'16"	350.00'	74.35'	74.21'	N85°00'59"W
C8	24°42'04"	750.00'	323.34'	320.84'	S88°43'07"W
C9	18°31'52"	650.00'	210.23'	209.31'	S85°38'01"W
C10	12°50'19"	300.00'	67.22'	67.08'	S88°28'47"W
C11	12°50'19"	300.00'	67.22'	67.08'	S88°28'47"W
C12	51°40'32"	250.00'	225.48'	217.91'	S69°03'40"W
C13	15°37'47"	2000.00'	545.58'	543.89'	S69°29'14"W
C14	17°35'49"	500.00'	153.56'	152.96'	S86°06'02"W
C15	35°46'16"	510.00'	318.41'	313.26'	N18°59'15"W
C16	12°10'16"	250.00'	53.11'	53.01'	S4°59'01"W
C17	17°58'18"	247.31'	77.57'	77.26'	S10°05'16"E
C18	10°39'10"	650.00'	120.85'	120.68'	S3°28'34"W
C19	36°15'39"	150.00'	94.93'	93.35'	S79°48'28"E
C20	12°14'57"	1496.00'	319.82'	319.22'	N75°56'15"E
C21	73°18'50"	150.00'	191.94'	179.11'	S73°31'48"E
C22	13°19'12"	1550.00'	360.34'	359.53'	S69°47'12"W
C23	71°32'52"	250.00'	312.19'	292.29'	S40°40'22"W
C24	64°05'55"	150.00'	167.81'	159.19'	S26°49'46"W
C25	20°47'48"	350.00'	127.04'	126.34'	S48°28'50"W
C26	51°49'01"	150.00'	135.66'	131.08'	S63°59'26"W
C27	17°34'44"	300.00'	92.04'	91.68'	N81°18'41"W
C28	12°32'20"	1500.00'	328.26'	327.61'	N66°15'09"W
C29	12°32'20"	1496.00'	327.39'	326.74'	S66°15'09"E
C30	14°34'44"	450.00'	114.50'	114.19'	S5°11'19"W
C31	20°14'39"	500.00'	176.66'	175.75'	S40°08'20"W
C32	13°23'45"	500.00'	116.90'	116.63'	S43°33'47"W
C33	25°30'58"	500.00'	222.67'	220.84'	S48°07'59"E
C34	11°37'51"	1790.00'	363.36'	362.74'	S66°42'24"E
C35	12°34'44"	400.00'	87.82'	87.64'	S11°11'19"W
C36	26°50'12"	750.00'	351.29'	348.09'	S46°33'54"E
C37	4°16'14"	2080.00'	155.04'	155.00'	S64°41'01"E
C38	12°34'44"	150.00'	32.93'	32.87'	S78°48'41"E
C39	10°03'31"	2660.00'	466.98'	466.38'	S64°19'15"E
C40	0°39'49"	1030.00'	11.93'	11.93'	S59°39'05"E
C41	12°32'20"	2370.00'	518.66'	517.62'	S66°15'09"E
C42	32°57'33"	150.00'	86.29'	85.10'	S56°02'33"E
C43	38°12'48"	20.00'	13.34'	13.09'	N84°31'31"W
C44	90°00'00"	20.00'	31.42'	28.28'	S43°53'53"W
C45	6°33'46"	325.00'	37.23'	37.21'	S87°49'14"E

PARCEL CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C46	26°46'57"	30.00'	14.02'	13.90'	N4°35'20"W
C47	67°33'56"	20.00'	23.58'	22.24'	S42°35'07"W
C48	94°20'53"	50.00'	82.33'	73.34'	S29°11'38"W
C49	115°41'00"	50.00'	100.95'	84.66'	N56°44'22"E
C50	25°59'07"	565.00'	256.24'	254.05'	S14°05'36"E
C51	20°57'30"	1350.00'	493.82'	491.07'	S71°01'36"W
C52	22°05'46"	1330.00'	512.91'	509.74'	N71°15'18"E
C53	92°11'00"	20.00'	32.18'	28.82'	S68°55'47"E
C54	92°03'52"	20.00'	32.14'	28.79'	S9°09'33"W
C55	21°44'15"	545.00'	206.77'	205.53'	N11°58'10"W
C56	32°09'01"	280.00'	157.12'	155.06'	N75°41'19"E
C57	27°20'31"	175.00'	83.51'	82.72'	S58°51'04"E
C58	91°00'26"	21.00'	33.36'	29.96'	N66°09'16"E
C59	90°18'16"	21.00'	33.10'	29.78'	S15°08'07"E
C60	1°54'38"	1330.00'	44.35'	44.34'	S56°39'30"E
C61	77°25'16"	15.50'	20.94'	19.39'	N33°48'41"W
C62	77°25'16"	30.00'	40.54'	37.52'	N33°48'41"W
C63	2°44'43"	1350.00'	64.69'	64.68'	N57°07'29"W
C64	30°10'27"	1330.00'	700.43'	692.36'	S77°39'19"E
C65	88°57'30"	25.00'	38.82'	35.03'	S72°11'47"W
C67	96°14'25"	30.00'	50.39'	44.67'	S30°38'32"E
C68	15°26'15"	1350.00'	363.74'	362.64'	S71°02'36"E
C69	119°28'33"	50.00'	104.26'	86.37'	N12°47'03"W
C70	41°10'48"	20.00'	14.37'	14.07'	S26°21'50"W
C71	82°08'35"	20.50'	29.39'	26.94'	N31°27'02"W
C72	44°03'37"	90.50'	69.59'	67.89'	S36°23'26"W
C73	19°34'48"	112.50'	38.45'	38.26'	S4°34'13"W
C74	89°02'44"	25.00'	38.85'	35.06'	S36°58'59"W
C75	90°00'00"	20.00'	31.42'	28.28'	S81°52'24"E
C76	17°31'01"	662.55'	202.56'	201.77'	S38°46'31"W
C77	85°17'20"	2.00'	2.98'	2.71'	N17°20'19"W
C78	4°42'40"	150.00'	12.33'	12.33'	S27°39'41"W
C79	180°00'00"	5.00'	15.71'	10.00'	N59°59'00"W
C80	15°40'08"	150.00'	41.02'	40.89'	N37°51'05"E
C81	74°19'51"	2.00'	2.59'	2.42'	S82°51'05"W
C82	13°57'46"	150.00'	36.55'	36.46'	N21°20'29"E
C83	89°02'42"	5.00'	7.77'	7.01'	N32°04'21"W
C84	17°40'11"	145.00'	44.72'	44.54'	N3°36'55"E
C85	180°00'00"	5.00'	15.71'	10.00'	N84°46'49"E
C86	17°40'11"	155.00'	47.80'	47.61'	S3°36'55"W
C87	90°57'18"	5.00'	7.94'	7.13'	S57°55'39"W
C88	93°31'11"	5.00'	8.16'	7.28'	S10°27'58"W
C89	181°04'06"	5.00'	15.80'	10.00'	N33°18'26"W
C90	86°28'51"	5.00'	7.55'	6.85'	S79°32'03"E

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S85°38'49"E	44.40'
L2	N89°43'55"E	48.80'
L3	N85°06'38"E	48.80'
L4	N80°27'50"E	48.80'
L5	N76°22'05"E	49.37'
L6	N76°31'45"E	54.84'
L7	N81°36'23"E	57.24'
L8	N85°19'00"E	57.23'
L9	N89°26'21"E	57.23'
L10	S86°26'45"E	55.95'
L11	S84°36'35"E	50.00'
L12	S85°06'04"E	45.00'
L13	S40°06'04"E	21.21'
L14	S76°22'05"W	46.69'
L15	S11°04'09"W	52.29'
L16	S1°06'07"E	42.26'
L17	S76°22'05"W	23.39'
L18	N13°37'55"W	10.00'
L19	S8°48'09"W	20.27'
L20	S81°11'51"E	16.42'
L21	S1°51'01"E	47.96'
L22	S61°40'38"E	7.11'
L23	S36°52'24"E	20.79'
L24	S63°07'36"W	16.24'
L25	S5°13'11"E	52.69'
L26	S38°04'56"W	88.85'
L27	S89°53'56"W	71.93'
L28	N59°59'00"W	31.64'
L29	S12°28'41"W	16.57'
L30	N78°28'33"W	10.00'
L31	S36°51'55"W	23.21'
L32	S35°22'30"E	90.76'
L33	S72°31'19"E	41.43'
L34	S56°11'19"W	6.41'
L35	S17°28'41"W	58.01'
L36	S59°59'00"E	10.00'
L37	N30°01'00"E	24.90'
L38	S20°39'04"W	25.02'
L39	N69°20'56"W	10.00'
L40	S59°59'00"E	38.63'
L41	S59°59'00"E	32.01'
L42	S39°33'46"E	26.30'
L43	S43°53'55"W	28.28'
L44	N88°53'53"E	80.85'
L45	S36°04'16"E	20.40'
L46	N56°04'09"E	21.21'
L47	S48°13'31"E	13.80'

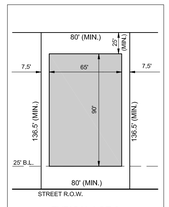
LINE TABLE		
LINE	DIRECTION	LENGTH
L48	S44°31'29"W	13.80'
L49	N37°37'59"E	15.60'
L50	S63°38'57"E	14.25'
L51	N25°30'07"E	14.25'
L52	S71°42'16"E	20.95'
L53	N17°16'28"E	17.34'
L54	S77°46'26"E	26.12'
L55	N88°15'33"W	51.86'
L56	N12°13'34"E	26.40'
L57	S3°22'53"E	18.23'
L58	S79°09'06"E	17.66'
L59	S14°29'08"W	20.01'
L60	N42°45'02"W	13.47'
L61	N49°53'56"E	14.14'
L62	S40°06'04"E	21.21'
L63	S49°53'56"W	14.14'
L64	N40°06'04"W	14.14'
L65	S49°53'56"W	14.14'
L67	S40°06'04"E	14.14'
L68	N49°53'56"E	21.21'
L69	S40°06'04"E	14.14'
L70	N47°30'05"E	14.72'
L71	S45°09'07"E	12.84'
L72	S49°53'56"W	14.14'
L73	N40°06'04"W	21.21'
L74	S49°53'56"W	14.14'
L75	N40°06'04"W	14.14'
L76	S48°50'29"W	14.40'
L77	S82°19'38"E	23.11'
L78	S27°31'19"E	14.14'
L79	N62°28'41"E	14.14'
L80	N65°17'32"E	14.23'
L81	N23°59'24"W	14.23'
L82	N75°51'39"W	47.87'
L83	N15°17'09"E	52.12'
L84	S75°00'41"W	14.14'
L85	S14°59'20"E	14.14'
L86	S75°00'37"W	14.14'
L87	N16°15'10"W	14.47'
L88	N40°06'04"W	14.14'
L89	S49°53'56"W	14.14'
L90	N48°40'17"W	15.62'
L91	S84°38'50"E	15.92'
L92	S19°10'10"E	14.34'
L93	N71°40'04"E	13.73'
L94	S8°51'53"E	16.45'
L95	S83°32'21"W	16.74'

LINE TABLE		
LINE	DIRECTION	LENGTH
L96	N20°34'16"W	15.81'
L97	S54°08'49"E	15.51'
L98	S2°20'41"W	22.79'
L99	S88°47'02"W	18.78'
L100	N18°06'51"W	14.60'
L101	S70°56'16"W	13.91'
L102	N47°57'01"W	15.68'
L103	S85°47'43"E	16.03'
L104	S3°29'55"E	26.37'
L105	S88°45'17"E	22.14'
L106	S75°01'05"W	16.98'
L107	S15°01'49"E	16.97'
L108	S74°24'16"W	21.44'
L109	N14°29'40"W	17.77'
L110	N75°30'20"E	14.02'
L111	N15°54'30"W	20.87'
L113	N14°00'16"W	28.76'
L114	N73°56'23"E	28.81'
L115	N46°06'04"W	21.58'
L116	N43°53'56"E	20.84'
L117	N42°36'04"W	20.27'
L118	N47°23'56"E	14.75'
L119	S42°36'04"E	13.51'
L120	N37°09'37"E	25.36'
L121	S32°09'43"E	87.79'
L122	S14°21'37"W	26.85'
L123	S36°52'24"E	82.67'
L124	S49°11'47"E	28.78'
L125	N38°45'25"E	28.78'
L126	N45°50'35"W	22.76'
L127	S73°53'49"W	24.42'
L128	N83°47'52"W	21.91'
L129	S8°07'36"W	21.21'
L130	S8°07'36"W	28.28'
L131	N81°52'24"W	28.28'
L132	N76°11'34"W	12.71'
L133	N13°28'32"E	12.76'
L134	S76°41'46"E	15.36'
L135	S30°01'00"W	40.85'
L136	N30°01'00"E	13.03'
L137	N5°13'11"W	38.69'
L138	S5°13'11"E	38.69'
L139	S57°06'57"E	45.09'
L140	S57°13'34"W	112.13'
L141	S57°13'34"W	112.22'



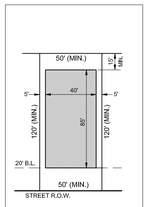
TYPICAL LOT & SETBACK LINE (60' WIDE LOT)

185 LOTS



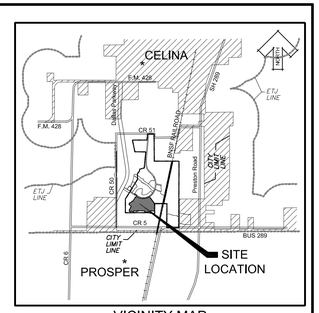
TYPICAL LOT & SETBACK LINE (80' WIDE LOT)

24 LOTS



TYPICAL LOT & SETBACK LINE (50' WIDE LOT)

71 LOTS



VICINITY MAP

N

SCALE IN FEET
0 50 100 150 200
SCALE: 1"=100'

BASIS OF BEARING: THE BEARINGS SHOWN ARE ON N.A.D. 1983, TIED TO TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL TEXAS ZONE (4202)

LEGEND

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

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL COMMON AREA LOTS 1-X, 2-X, 3X, 4X, 5X, 6X, 7X, 8X, 9X, 10X, 11X & 12X IS THE RESPONSIBILITY OF THE H.O.A.

3. FOR LOTS 40', 50', OR 60' WIDE WITH J-DRIVE, FRONT YARD SETBACK MAY BE REDUCED BY FIVE (5) FEET.

PROPOSED 100 YEAR FLOOD ELEVATIONS ARE PER HUITT-ZOLLARS, INC. DRAINAGE REPORT FOR TRIBUTARY "C" DATED 3-30-2015

CONSTRUCTION PLAT

LIGHT FARMS
PHASE 5
THE HAWTHORNE NEIGHBORHOOD
THE HAZEL NEIGHBORHOOD
THE LAKEVIEW NEIGHBORHOOD

CONTAINING

280 RESIDENTIAL LOTS, 16 OPEN SPACES
1 DAY SCHOOL SITE LOT
TOTALING 80.10 ACRES

SITUATED IN THE

JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS
JULY, 2015

DEVELOPER

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

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

1/3

CITY PROJECT NUMBER: P-201503-01 PROJECT NUMBER: 01-3905-46

DWG: I:\proj\013905010\13905046_\08_DesignCADD\C3D\SHEETS\013905046_CONST-PLAT.dwg USER: tam
DATE: Jul 07, 2015 10:16am XREFS: 01390546_CONST-PLT-BD 01390546-C-SP-A 01390546_EXIST-CONTOURS 01390546_EXIST-BASE

Attachment: LF-PHASE 5, CONST PLAT (1137 : Light Farms Phase 5 Construction Plat)

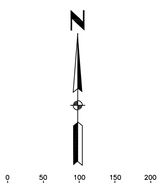
PARCEL CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C1	12°10'16"	375.00'	79.66'	79.51'	N85°00'59"W
C2	3°28'52"	725.00'	44.05'	44.04'	N80°40'17"W
C3	10°45'16"	275.01'	51.62'	51.54'	S87°26'16"W
C4	21°47'35"	125.00'	47.54'	47.26'	N58°42'59"W
C5	0°39'49"	1055.00'	12.22'	12.22'	N59°39'05"W
C6	0°39'49"	1005.00'	11.64'	11.64'	S59°39'05"E
C7	12°10'16"	350.00'	74.35'	74.21'	N85°00'59"W
C8	24°42'04"	750.00'	323.34'	320.84'	S88°43'07"W
C9	18°31'52"	650.00'	210.23'	209.31'	S85°38'01"W
C10	12°50'19"	300.00'	67.22'	67.08'	S88°28'47"W
C11	12°50'19"	300.00'	67.22'	67.08'	S88°28'47"W
C12	51°40'32"	250.00'	225.48'	217.91'	S69°03'40"W
C13	15°37'47"	2000.00'	545.58'	543.89'	S69°29'14"W
C14	17°35'49"	500.00'	153.56'	152.96'	S86°06'02"W
C15	35°46'16"	510.00'	318.41'	313.26'	N18°59'15"W
C16	12°10'16"	250.00'	53.11'	53.01'	S4°59'01"W
C17	17°58'18"	247.31'	77.57'	77.26'	S10°05'16"E
C18	10°39'10"	650.00'	120.85'	120.68'	S3°28'34"W
C19	36°15'39"	150.00'	94.93'	93.35'	S79°46'28"E
C20	12°14'57"	1496.00'	319.82'	319.22'	N75°56'15"E
C21	73°18'50"	150.00'	191.94'	179.11'	S73°31'48"E
C22	13°19'12"	1550.00'	360.34'	359.53'	S69°47'12"W
C23	71°32'52"	250.00'	312.19'	292.29'	S40°40'22"W
C24	64°05'55"	150.00'	167.81'	159.19'	S26°49'46"W
C25	20°47'48"	350.00'	127.04'	126.34'	S48°28'50"W
C26	51°49'01"	150.00'	135.66'	131.08'	S63°59'26"W
C27	17°34'44"	300.00'	92.04'	91.68'	N81°18'41"W
C28	12°32'20"	1500.00'	328.26'	327.61'	N66°15'09"W
C29	12°32'20"	1496.00'	327.39'	326.74'	S66°15'09"E
C30	14°34'44"	450.00'	114.50'	114.19'	S5°11'19"W
C31	20°14'39"	500.00'	176.66'	175.75'	S40°08'20"W
C32	13°23'45"	500.00'	116.90'	116.63'	S43°33'47"W
C33	25°30'58"	500.00'	222.67'	220.84'	S48°07'59"E
C34	11°37'51"	1790.00'	363.36'	362.74'	S66°42'24"E
C35	12°34'44"	400.00'	87.82'	87.64'	S11°11'19"W
C36	26°50'12"	750.00'	351.29'	348.09'	S46°33'54"E
C37	4°16'14"	2080.00'	155.04'	155.00'	S64°41'01"E
C38	12°34'44"	150.00'	32.93'	32.87'	S78°48'41"E
C39	10°03'31"	2660.00'	466.98'	466.38'	S64°19'15"E
C40	0°39'49"	1030.00'	11.93'	11.93'	S59°39'05"E
C41	12°32'20"	2370.00'	518.66'	517.62'	S66°15'09"E
C42	32°57'33"	150.00'	86.29'	85.10'	S56°02'33"E
C43	38°12'48"	20.00'	13.34'	13.09'	N84°31'31"W
C44	90°00'00"	20.00'	31.42'	28.28'	S43°53'53"W
C45	6°33'46"	325.00'	37.23'	37.21'	S87°49'14"E

PARCEL CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C46	26°46'57"	30.00'	14.02'	13.90'	N4°35'20"W
C47	67°33'56"	20.00'	23.58'	22.24'	S42°35'07"W
C48	94°20'53"	50.00'	82.33'	73.34'	S29°11'38"W
C49	115°41'00"	50.00'	100.95'	84.66'	N56°44'22"E
C50	25°59'07"	565.00'	256.24'	254.05'	S14°05'36"E
C51	20°57'30"	1350.00'	493.82'	491.07'	S71°01'36"W
C52	22°05'46"	1330.00'	512.91'	509.74'	N71°15'18"E
C53	92°11'00"	20.00'	32.18'	28.82'	S68°55'47"E
C54	92°03'52"	20.00'	32.14'	28.79'	S9°09'33"W
C55	21°44'15"	545.00'	206.77'	205.53'	N11°58'10"W
C56	32°09'01"	280.00'	157.12'	155.06'	N75°41'19"E
C57	27°20'31"	175.00'	83.51'	82.72'	S58°51'04"E
C58	91°00'26"	21.00'	33.36'	29.96'	N66°09'18"E
C59	90°18'16"	21.00'	33.10'	29.78'	S15°08'07"E
C60	1°54'38"	1330.00'	44.35'	44.34'	S56°39'30"E
C61	77°25'16"	15.50'	20.94'	19.39'	N33°48'41"W
C62	77°25'16"	30.00'	40.54'	37.52'	N33°48'41"W
C63	2°44'43"	1350.00'	64.69'	64.68'	N57°07'29"W
C64	30°10'27"	1330.00'	700.43'	692.36'	S77°39'19"E
C65	88°57'30"	25.00'	38.82'	35.03'	S72°11'47"W
C66	96°14'25"	30.00'	50.39'	44.67'	S30°38'32"E
C67	15°26'15"	1350.00'	363.74'	362.64'	S71°02'36"E
C68	119°28'33"	50.00'	104.26'	86.37'	N12°47'03"W
C69	41°10'48"	20.00'	14.37'	14.07'	S26°21'50"W
C70	82°08'35"	20.50'	29.39'	26.94'	N31°27'02"W
C71	44°03'37"	90.50'	69.59'	67.89'	S36°23'26"W
C72	19°34'48"	112.50'	38.45'	38.26'	S4°34'13"W
C73	89°02'44"	25.00'	38.85'	35.06'	S36°58'59"W
C74	90°00'00"	20.00'	31.42'	28.28'	S81°52'24"E
C75	17°31'01"	662.55'	202.56'	201.77'	S38°46'31"W
C76	85°17'20"	2.00'	2.98'	2.71'	N17°20'19"W
C77	4°42'40"	150.00'	12.33'	12.33'	S27°39'41"W
C78	180°00'00"	5.00'	15.71'	10.00'	N59°59'00"W
C79	15°40'08"	150.00'	41.02'	40.89'	N37°51'05"E
C80	74°19'51"	2.00'	2.59'	2.42'	S82°15'05"W
C81	13°57'46"	150.00'	36.55'	36.46'	N21°20'29"E
C82	89°02'42"	5.00'	7.77'	7.01'	N32°04'21"W
C83	17°40'11"	145.00'	44.72'	44.54'	N3°36'55"E
C84	180°00'00"	5.00'	15.71'	10.00'	N84°46'49"E
C85	17°40'11"	155.00'	47.80'	47.61'	S3°36'55"W
C86	90°57'18"	5.00'	7.94'	7.13'	S57°55'39"W
C87	93°31'11"	5.00'	8.16'	7.28'	S10°27'58"W
C88	181°04'06"	5.00'	15.80'	10.00'	N33°18'26"W
C90	86°28'51"	5.00'	7.55'	6.85'	S79°32'03"E

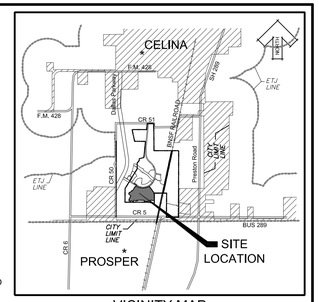
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S85°38'49"E	44.40'
L2	N89°43'55"E	48.80'
L3	N85°06'38"E	48.80'
L4	N80°27'50"E	48.80'
L5	N76°22'05"E	49.37'
L6	N76°31'45"E	54.84'
L7	N81°36'23"E	57.24'
L8	N85°19'00"E	57.23'
L9	N89°26'21"E	57.23'
L10	S86°26'45"E	55.95'
L11	S84°36'35"E	50.00'
L12	S85°06'04"E	45.00'
L13	S40°06'04"E	21.21'
L14	S76°22'05"W	46.69'
L15	S11°04'09"W	52.29'
L16	S1°06'07"E	42.26'
L17	S76°22'05"W	23.39'
L18	N13°37'55"W	10.00'
L19	S8°48'09"W	20.27'
L20	S81°11'51"E	16.42'
L21	S1°51'01"E	47.96'
L22	S61°40'38"E	7.11'
L23	S36°52'24"E	20.79'
L24	S63°07'36"W	16.24'
L25	S5°13'11"E	52.69'
L26	S38°04'56"W	88.85'
L27	S89°53'56"W	71.93'
L28	N59°59'00"W	31.64'
L29	S12°28'41"W	16.57'
L30	N78°28'33"W	10.00'
L31	S36°51'55"W	23.21'
L32	S35°22'30"E	90.76'
L33	S72°31'19"E	41.43'
L34	S56°11'19"W	6.41'
L35	S17°28'41"W	58.01'
L36	S59°59'00"E	10.00'
L37	N30°01'00"E	24.90'
L38	S20°39'04"W	25.02'
L39	N69°20'56"W	10.00'
L40	S59°59'00"E	38.63'
L41	S59°59'00"E	32.01'
L42	S39°33'46"E	26.30'
L43	S43°53'55"W	28.28'
L44	N88°53'53"E	80.85'
L45	S36°04'16"E	20.40'
L46	N56°04'09"E	21.21'
L47	S48°13'31"E	13.80'

LINE TABLE		
LINE	DIRECTION	LENGTH
L48	S44°31'29"W	13.80'
L49	N37°37'59"E	15.60'
L50	S63°38'57"E	14.25'
L51	N25°30'07"E	14.25'
L52	S71°42'16"E	20.95'
L53	N17°16'28"E	17.34'
L54	S77°46'26"E	26.12'
L55	N88°15'33"W	51.86'
L56	N12°13'34"E	26.40'
L57	S3°22'53"E	16.23'
L58	S79°09'06"E	17.66'
L59	S14°29'08"W	20.01'
L60	N42°45'02"W	13.47'
L61	N49°53'56"E	14.14'
L62	S40°06'04"E	21.21'
L63	S49°53'56"W	14.14'
L64	N40°06'04"W	14.14'
L65	S49°53'56"W	14.14'
L67	S40°06'04"E	14.14'
L68	N49°53'56"E	21.21'
L69	S40°06'04"E	14.14'
L70	N47°30'05"E	14.72'
L71	S45°09'07"E	12.84'
L72	S49°53'56"W	14.14'
L73	N40°06'04"W	21.21'
L74	S49°53'56"W	14.14'
L75	N40°06'04"W	14.14'
L76	S48°50'29"W	14.40'
L77	S82°19'38"E	23.11'
L78	S27°31'19"E	14.14'
L79	N62°28'41"E	14.14'
L80	N65°17'32"E	14.23'
L81	N23°59'24"W	14.23'
L82	N75°51'39"W	47.87'
L83	N15°17'09"E	52.12'
L84	S75°00'41"W	14.14'
L85	S14°59'20"E	14.14'
L86	S75°00'37"W	14.14'
L87	N16°15'10"W	14.47'
L88	N40°06'04"W	14.14'
L89	S49°53'56"W	14.14'
L90	N48°40'17"W	15.62'
L91	S84°38'50"E	15.92'
L92	S19°10'10"E	14.34'
L93	N71°40'04"E	13.73'
L94	S8°51'53"E	16.45'
L95	S83°32'21"W	16.74'

LINE TABLE		
LINE	DIRECTION	LENGTH
L96	N20°34'16"W	15.81'
L97	S54°08'49"E	15.51'
L98	S2°20'41"W	22.79'
L99	S88°47'02"W	18.78'
L100	N18°06'51"W	14.60'
L101	S70°56'16"W	13.91'
L102	N47°57'01"W	15.68'
L103	S85°47'43"E	16.03'
L104	S3°29'55"E	26.37'
L105	S88°45'17"E	22.14'
L106	S75°01'05"W	16.98'
L107	S15°01'49"E	16.97'
L108	S74°24'16"W	21.44'
L109	N14°29'40"W	17.77'
L110	N75°30'20"E	14.02'
L111	N15°54'30"W	20.87'
L113	N14°00'16"W	28.76'
L114	N73°56'23"E	28.81'
L115	N46°06'04"W	21.58'
L116	N43°53'56"E	20.84'
L117	N42°36'04"W	20.27'
L118	N47°23'56"E	14.75'
L119	N42°36'04"E	13.51'
L120	N37°09'37"E	25.36'
L121	S32°09'43"E	87.79'
L122	S74°21'37"W	26.85'
L123	S36°52'24"E	82.67'
L124	S49°11'47"E	28.78'
L125	N38°45'25"E	28.78'
L126	N45°50'35"W	22.76'
L127	S73°53'49"W	24.42'
L128	N83°47'52"W	21.91'
L129	S8°07'36"W	21.21'
L130	S8°07'36"W	28.28'
L131	N81°52'24"W	28.28'
L132	N76°11'34"W	12.71'
L133	N13°28'32"E	12.76'
L134	S76°41'46"E	15.36'
L135	S30°01'00"W	40.85'
L136	N30°01'00"E	13.03'
L137	N5°13'11"W	38.69'
L138	S5°13'11"E	38.69'
L139	N57°06'57"E	45.09'
L140	S57°13'34"W	112.13'
L141	S57°13'34"W	112.22'



BASIS OF BEARING: THE BEARINGS SHOWN ARE ON N.A.D. 1983, TIED TO TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL TEXAS ZONE (4202)



VICINITY MAP

LEGEND

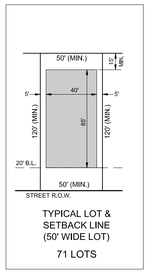
IRF	— IRON ROD FOUND
IRF (HZ)	— 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
IRS	— 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
MIN. F.F	— MINIMUM FINISH FLOOR
WME	— WALL MAINTENANCE EASEMENT
UE	— UTILITY EASEMENT
B.L.	— BUILDING LINE
◆◆	— DENOTES STREET NAME CHANGE
L.R.C.C.T.	— LAND RECORDS,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

NOTES:

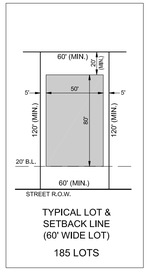
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL COMMON AREA LOTS 1-X, 2-X, 3X, 4X, 5X, 6X, 7X, 8X, 9X, 10X, 11X & 12X IS THE RESPONSIBILITY OF THE H.O.A.

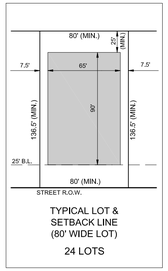
3. FOR LOTS 40', 50', OR 60' WIDE WITH J-DRIVE, FRONT YARD SETBACK MAY BE REDUCED BY FIVE (5) FEET.



TYPICAL LOT & SETBACK LINE (50' WIDE LOT)
71 LOTS



TYPICAL LOT & SETBACK LINE (60' WIDE LOT)
185 LOTS



TYPICAL LOT & SETBACK LINE (80' WIDE LOT)
24 LOTS

PROPOSED 100 YEAR FLOOD ELEVATIONS ARE PER HUITT-ZOLLARS, INC. DRAINAGE REPORT FOR TRIBUTARY "C" DATED 3-30-2015

CONSTRUCTION PLAT

LIGHT FARMS

PHASE 5

THE HAWTHORNE NEIGHBORHOOD
THE HAZEL NEIGHBORHOOD
THE LAKEVIEW NEIGHBORHOOD

CONTAINING

280 RESIDENTIAL LOTS, 16 OPEN SPACES
1 DAY SCHOOL SITE LOT
TOTALING 80.10 ACRES

SITUATED IN THE

JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS
JULY, 2015

DEVELOPER

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

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

2/3

DWG: I:\proj\013905010139054 6\08_Design\CADD\C3D\SHEETS\01390546_CONST-PLAT.dwg USER: tam
DATE: Jul 07, 2015 10:17am XREFS: 01390546_CONST-PLT-BD 01390546-C-SP-A 01390546_EXIST-CONTOURS 01390546_EXIST-BASE

CITY PROJECT NUMBER: P-201503-01 PROJECT NUMBER: 01-3905-46

Attachment: LF-PHASE 5_CONST PLAT (1137 : Light Farms Phase 5 Construction Plat)

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

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

BEGINNING at a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the intersection of the southerly platted right-of-way line of Light Farms Way (100 foot wide right-of-way), as established by the Final Plat of Light Farms Way at Light Farms, an addition to the City of Celina, Texas, as recorded in Document Number 2009-422 of the Plat Records of Collin County, Texas, and the westerly platted right-of-way line of Prairie Crossing (variable width right-of-way), as established by the Final Plat of Prairie Crossing (County Road 51) at Light Farms, an addition to the City of Celina, Texas, as recorded in Document Number _____, of the Plat Records of Collin County;

THENCE, departing the southerly right of way line of said Light Farms Way, and along the westerly right-of-way line of said Prairie Crossing the following:

South 76 degrees 11 minutes 34 seconds East a distance of 28.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 32 degrees 09 minutes 43 seconds East a distance of 95.88 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 04 degrees 42 minutes 40 seconds, with a radius of 635.00 feet, a chord bearing of South 34 degrees 31 minutes 03 seconds East, a chord length of 52.20 feet;

Along said curve an arc length of 52.21 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

South 36 degrees 52 minutes 24 seconds East a distance of 533.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 35 degrees 46 minutes 21 seconds, with a radius of 565.00 feet, a chord bearing of South 18 degrees 59 minutes 12 seconds East, a chord length of 347.06 feet;

Along said curve an arc length of 352.76 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

South 01 degrees 06 minutes 07 seconds East a distance of 650.60 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the westerly right-of-way line of said Prairie Crossing, North 46 degrees 06 minutes 07 seconds West a distance of 28.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 88 degrees 53 minutes 53 seconds West a distance of 80.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 12 degrees 10 minutes 16 seconds, with a radius of 375.00 feet, a chord bearing of North 85 degrees 00 minutes 59 seconds West, a chord length of 79.51 feet;

THENCE, along said curve an arc length of 79.66 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 78 degrees 55 minutes 51 seconds West a distance of 195.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 03 degrees 28 minutes 52 seconds, with a radius of 725.00 feet, a chord bearing of North 80 degrees 40 minutes 17 seconds West, a chord length of 44.04 feet;

THENCE, along said curve an arc length of 44.05 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 07 degrees 35 minutes 17 seconds West a distance of 105.18 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 50 degrees 58 minutes 14 seconds West a distance of 20.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 38 minutes 49 seconds West a distance of 44.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 43 minutes 55 seconds West a distance of 48.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 85 degrees 06 minutes 38 seconds West a distance of 48.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 80 degrees 27 minutes 50 seconds West a distance of 48.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 76 degrees 22 minutes 05 seconds West a distance of 49.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 76 degrees 31 minutes 45 seconds West a distance of 54.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 81 degrees 36 minutes 23 seconds West a distance of 57.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 85 degrees 19 minutes 00 seconds West a distance of 57.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 21 seconds West a distance of 57.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 26 minutes 45 seconds West a distance of 55.95 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 84 degrees 36 minutes 35 seconds West a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 06 minutes 04 seconds West a distance of 45.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 40 degrees 06 minutes 04 seconds West a distance of 21.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 04 degrees 53 minutes 56 seconds East a distance of 104.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars at the beginning of a non-tangent curve to the left having a central angle of 10 degrees 45 minutes 16 seconds, with a radius of 275.00 feet, a chord bearing of South 87 degrees 26 minutes 16 seconds West, a chord length of 51.54 feet;

THENCE, along said curve an arc length of 51.62 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the right having a central angle of 12 degrees 50 minutes 19 seconds, with a radius of 325.00 feet, a chord bearing of South 88 degrees 28 minutes 47 seconds West, a chord length of 72.67 feet;

THENCE, along said curve an arc length of 72.82 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 06 minutes 04 seconds West a distance of 156.68 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 11 minutes 18 seconds West a distance of 100.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 06 minutes 04 seconds West a distance of 154.18 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 51 degrees 40 minutes 32 seconds, with a radius of 220.00 feet, a chord bearing of South 69 degrees 03 minutes 40 seconds West, a chord length of 191.76 feet;

THENCE, along said curve an arc length of 198.42 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 46 degrees 46 minutes 35 seconds West a distance of 60.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 12 minutes 06 seconds East a distance of 21.36 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a central angle of 21 degrees 47 minutes 35 seconds, with a radius of 125.00 feet, a chord bearing of North 58 degrees 42 minutes 59 seconds West, a chord length of 47.26 feet;

THENCE, along said curve an arc length of 47.54 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 17 degrees 28 minutes 41 seconds West a distance of 110.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 62 degrees 28 minutes 41 seconds West a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 72 degrees 31 minutes 19 seconds West a distance of 306.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 20 degrees 39 minutes 04 seconds West a distance of 74.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 38 degrees 12 minutes 48 seconds, with a radius of 20.00 feet, a chord bearing of South 01 degree 32 minutes 40 seconds West, a chord length of 13.09 feet;

THENCE, along said curve an arc length of 13.34 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the right having a central angle of 128 degrees 25 minutes 46 seconds, with a radius of 50.00 feet, a chord bearing of South 46 degrees 39 minutes 09 seconds West, a chord length of 90.04 feet;

THENCE, along said curve an arc length of 112.08 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a compound curve to the right having a central angle of 05 degrees 02 minutes 03 seconds, with a radius of 2,685.00 feet, a chord bearing of North 66 degrees 36 minutes 56 seconds West, a chord length of 235.84 feet;

THENCE, along said curve an arc length of 235.91 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 25 degrees 54 minutes 05 seconds West a distance of 105.31 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 71 degrees 19 minutes 30 seconds West a distance of 21.06 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 63 degrees 15 minutes 04 seconds West a distance of 57.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 61 degrees 58 minutes 49 seconds West a distance of 62.22 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 60 degrees 42 minutes 34 seconds West a distance of 57.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 15 degrees 17 minutes 09 seconds West a distance of 21.06 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 08 minutes 16 seconds East a distance of 105.31 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 21 minutes 36 seconds, with a radius of 2,685.00 feet, a chord bearing of North 59 degrees 40 minutes 56 seconds West, a chord length of 16.87 feet;

THENCE, along said curve an arc length of 16.87 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a compound curve to the right having a central angle of 127 degrees 43 minutes 56 seconds, with a radius of 50.00 feet, a chord bearing of North 04 degrees 21 minutes 50 seconds East, a chord length of 89.78 feet;

THENCE, along said curve an arc length of 111.47 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the left having a central angle of 38 degrees 12 minutes 48 seconds, with a radius of 20.00 feet, a chord bearing of North 49 degrees 07 minutes 24 seconds East, a chord length of 13.09 feet;

THENCE, along said curve an arc length of 13.34 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 01 minutes 00 seconds East a distance of 187.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 16 degrees 32 minutes 24 seconds West a distance of 14.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 59 degrees 59 minutes 00 seconds West a distance of 3.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 39 minutes 49 seconds, with a radius of 1,055.00 feet, a chord bearing of North 59 degrees 39 minutes 05 seconds West, a chord length of 12.22 feet;

THENCE, along said curve an arc length of 12.22 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 40 minutes 49 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 39 minutes 49 seconds, with a radius of 1,005.00 feet, a chord bearing of South 59 degrees 39 minutes 05 seconds East, a chord length of 11.64 feet;

THENCE, along said curve an arc length of 11.64 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 59 degrees 59 minutes 00 seconds East a distance of 3.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 76 degrees 34 minutes 25 seconds East a distance of 14.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 01 minutes 00 seconds East a distance of 109.70 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 57 degrees 29 minutes 40 seconds West a distance of 83.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 53 degrees 10 minutes 18 seconds West a distance of 67.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 48 degrees 50 minutes 56 seconds West a distance of 67.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 44 degrees 31 minutes 35 seconds West a distance of 67.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 40 degrees 12 minutes 13 seconds West a distance of 67.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 51 degrees 57 minutes 28 seconds East a distance of 120.64 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 04 degrees 53 minutes 44 seconds, with a radius of 775.00 feet, a chord bearing of North 35 degrees 35 minutes 40 seconds West, a chord length of 66.20 feet;

THENCE, along said curve an arc length of 66.22 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 56 degrees 51 minutes 12 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a central angle of 02 degrees 29 minutes 50 seconds, with a radius of 725.00 feet, a chord bearing of South 34 degrees 23 minutes 43 seconds East, a chord length of 31.60 feet;

THENCE, along said curve an arc length of 31.60 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 54 degrees 56 minutes 06 seconds East a distance of 15.58 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 50 degrees 57 minutes 55 seconds East a distance of 264.39 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 17 degrees 20 minutes 00 seconds West a distance of 16.11 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 35 degrees 22 minutes 30 seconds West a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 54 degrees 37 minutes 30 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 35 degrees 22 minutes 30 seconds East a distance of 55.70 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 54 degrees 37 minutes 30 seconds East a distance of 58.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 59 minutes 39 seconds East a distance of 425.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

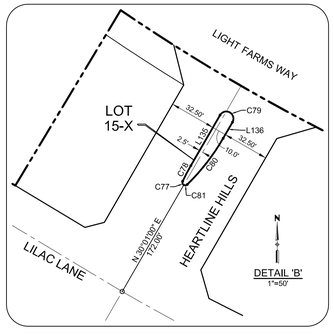
THENCE, North 59 degrees 00 minutes 21 seconds West a distance of 16.53 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

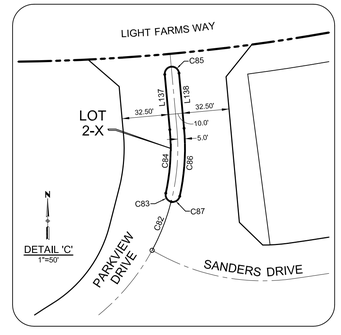
THENCE, North 30 degrees 59 minutes 39 seconds East a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

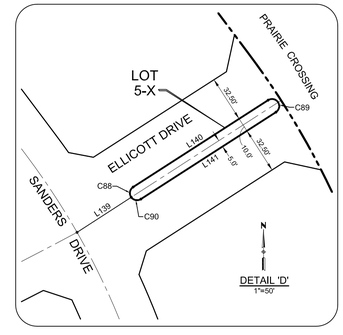
THENCE, South 59 degrees 00 minutes 21 seconds East a distance of 60.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 30 degrees 59 minutes 39 seconds East a distance of 142.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the southerly right-of-way line of said Light Farms Way, and the beginning of a non-tangent curve to the left having a central angle of 64 degrees 05 minutes 24 seconds, with a radius of 1,330.00 feet, a chord bearing of South 87 degrees 44 minutes 53 seconds East, a chord length of 1,411.36 feet;

THENCE, continuing along the southerly right-of-way line of Light Farms Way and along said curve an arc length of 1,487.71 feet to the **POINT OF BEGINNING** and **CONTAINING** 80.10 acres of land, more or less.







NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC LAND COMPANY, LLC, and COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No.1 acting herein by and through his(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as LIGHT FARMS PHASE 5, additions within the extra-territorial jurisdiction of the City of Celina, Texas,and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may by placed in landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utilities entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements, The City of Celina and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

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

By:

Authorized Signature of LFC LAND COMPANY, LLC., Owner

_____
Tony Ruggeri, President

STATE OF TEXAS
COUNTY OF DALLAS

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

Given under my hand and seal of office, this_____ day of _____ , 2014.

_____
Notary Public in and for the State of Texas

My Commission Expires On: _____

PREPARER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

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

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

_____
Eric J. Yahoudy, Registered Professional Land Surveyor
Texas Registration No. 4862
HUITT-ZOLLARS, Inc.
Firm Registration No. 10025600

STATE OF TEXAS
COUNTY OF DALLAS

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

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

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

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

_____ _____
Signature of Mayor Date of approval

ATTEST:

_____ _____
City Secretary Date

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

RECOMMENDED BY: Planning and Zoning Commission, City of Celina, Texas

_____ _____
Signature of Chairperson Date of Recommendation

APPROVED BY: City Council, City of Celina, Texas

_____ _____
Signature of Mayor Date of Approval

ATTEST:

_____
City Secretary

CONSTRUCTION PLAT

LIGHT FARMS
PHASE 5
THE HAWTHORNE NEIGHBORHOOD
THE HAZEL NEIGHBORHOOD
THE LAKEVIEW NEIGHBORHOOD

CONTAINING
280 RESIDENTIAL LOTS, 16 OPEN SPACES
1 DAY SCHOOL SITE LOT
TOTALING 80.10 ACRES

SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS
JULY, 2015

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

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

3/3

CITY PROJECT NUMBER: P-201503-01 PROJECT NUMBER: 01-3905-46

DWG: I:\proj\013905\01\1390546_\08_DesignCADD\C3D\SHEETS\01390546_CONST-PLAT.dwg USER: tam
DATE: Jul 07, 2015 10:19am XREFS: 01390546_CONST-PLT-BD 01390546-C-SP-A 01390546_EXIST-CONTOURS 01390546_EXIST-BASE

Attachment: LF-PHASE 5, CONST PLAT (1137 : Light Farms Phase 5 Construction Plat)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Keller Williams Annexation Petition

Action Requested:

Consider and act upon a petition for the voluntary annexation of a ±4.00 acre tract of land located in the Collin County School Land Survey #14, Abstract Number 167 and generally located on the east side of Preston Road and south of Sunset Boulevard, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and set two public hearing dates on August 11, 2015 at 6:00 p.m. and on August 11, 2015 at 6:05 p.m. (Keller Williams) (Liebman)

Background Information:

A petition for annexation was received from Randy Helmberger of Helmberger Associates, Inc. representing Keller Williams Celina Group on June 25, 2015. The property is contiguous to current city limits.

§	July 14, 2015	Council option to accept voluntary petition to annex
§	July 24, 2015	Notice of public hearing to be published
§	August 11, 2015	Council to hold public hearings (2)
§	September 9, 2015	Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

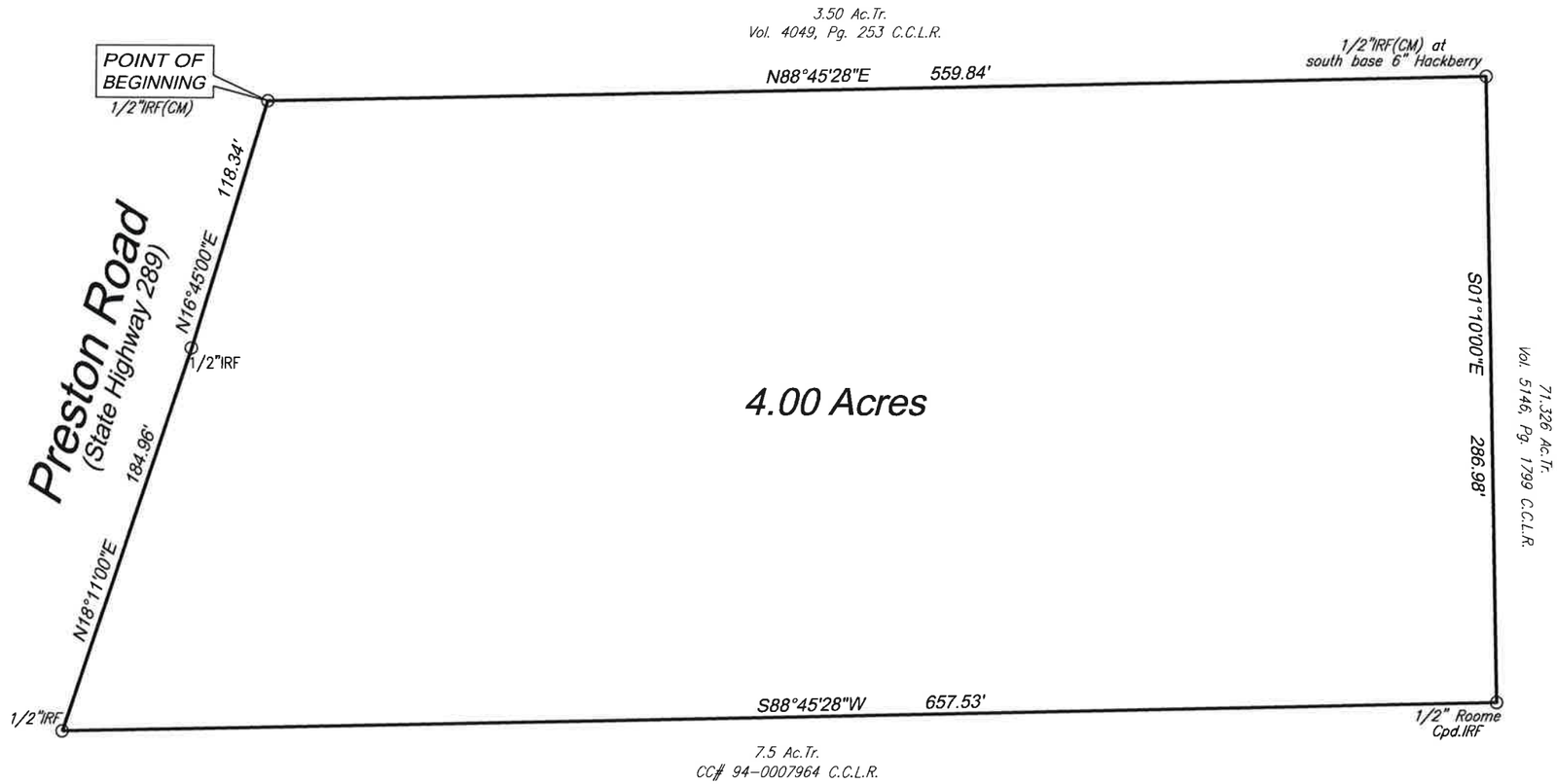
N/A

Supporting Documents:

- Annexation Petition
- Property Exhibit

Staff Recommendation:

Staff recommends approval.



Property Description

SITUATED in the State of Texas, County of Collin, being part of the Collin County School Land Survey, Abstract No. 167, being the same 4.00 acre tract as described and recorded under County Clerk No. 93-0043838 of the Collin County Land Records with said premises being more particularly described as follows:

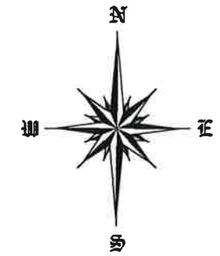
BEGINNING at a ½-inch iron rod found in the southeast right-of-way line of Preston Road (State Highway 289) marking the northwest corner of said 4.00 acre tract, said premises and the southwest corner of a 3.50 acre tract of land as recorded in Volume 4049, Page 253 of the Collin County Land Records;

THENCE departing said right-of-way line and along the north line of said 4.00 acre tract, said premises and the south line of said 3.5 acre tract, North 88°45'28" East, passing a T-post on line at 200.2 feet, a T-post on line at 291.2 feet and continuing for a total distance of 559.84 feet to a ½-inch iron rod found at the south base of a 6-inch hackberry tree marking the northeast corner of said 4.00 acre tract, said premises, the southeast corner of said 3.50 acre tract and being in the west line of a 71.326 acre tract as recorded in Volume 5146, Page 1799 of the Collin County Land Records;

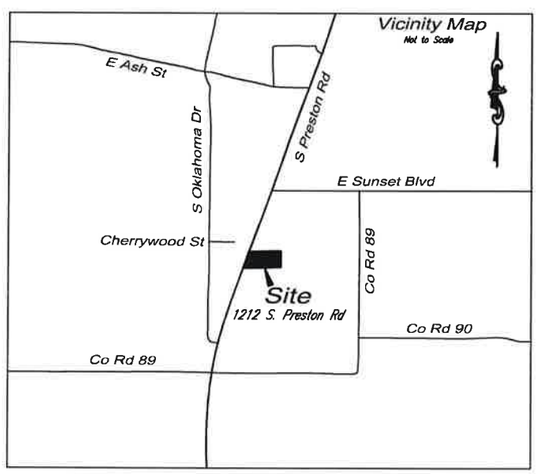
THENCE with the east line of said 4.00 acre tract, said premises and the west line of said 71.326 acre tract, South 01°10'00" East, 286.98 feet to a ½" Roome capped iron rod found marking the southeast corner of said 4.00 acre tract, said premises and the northeast corner of a 7.5 acre tract as recorded under County Clerk No. 94-0007964 of the Collin County Land Records;

THENCE with the south line of said 4.00 acre tract, said premises and the north line of said 7.5 acre tract, South 88°45'28" West, passing a T-post on line at 358.5 feet, a T-post on line at 441 feet, a T-post on line at 560 feet and continuing for a total distance of 657.53 feet to a ½-inch iron rod found in the southeast right-of-way line of the aforementioned Preston Road (State Highway 289) marking the southwest corner of said 4.00 acre tract, said premises and the northwest corner of said 7.5 acre tract;

THENCE with the southeast right-of-way line of Preston Road (State Highway 289), the northwest line of said 4.00 acre tract and the herein described premises as follows: North 18°11'00" East, 184.96 feet to a ½-inch iron rod found and North 16°45'00" East, 118.34 feet to the place of beginning and containing 4.00 acres of land.



Scale: 1"=60'



STATE OF TEXAS
REGISTERED
F.E. BEMENDERFER JR.
4051
PROFESSIONAL
LAND SURVEYOR

CITY OF CELINA
APR 30 2015
RECEIVED

Legend

C.C.L.R.	Collin County Land Records
IRF	Iron Rod Found

1212 S. Preston Road
Collin County School Land, Abstract No. 167
Celina, Texas

P:/AC/2015Q2/AC61612.dwg April 30, 2015

ROOME LAND SURVEYING, INC.
2000 AVENUE G
SUITE 810
PLANO, TX 75074
Phone Number (972) 423-4372
Fax Number (972) 423-7523

Attachment: Annexation Exhibit (1103 : Keller Williams Annexation Petition)

VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: COLLIN COUNTY LAND SURVEY, ABSTRACT NO. 167

Tract Number(s): DOC # 20060616000829520, CCLR Number of Acres: 4.0 Ac

Number of People Living on Each Tract of Land (attach an additional sheet if necessary): N/A

Current Property
Owner's Name: BILL GURLEY
Company: GURLEY, LTD
Address: 1571 HIDDEN GLEN CT.
City, State, Zip: PROSPER, TX 75078
Phone#: 214 801 4955
Fax #:
E-Mail Address: Gurleyltd@aol.com
Owner's Signature: William Gurley

Representative's Name: RANDALL T. HELMBERGER
Company: HELMBERGER ASSOCIATES, INC.
Address: 1535 BOZMAN ROAD
City, State, Zip: WYLIE, TX 75098
Phone#: 972.442.7459
Fax #: 972.442.1428
E-Mail Address: randyhelmberger@verizon.net

Submittal Requirements

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

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

CINDY J POWELL
Notary Public
State of Texas
My Comm Exp. 02-29-2016

STATE OF TEXAS

COUNTY OF COLLIN

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

William Gurley
Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 30th day of April, 20 15

My Commission expires 2/29/16

Cindy J Powell
Notary Public in & for the State of Texas

OFFICE USE ONLY

Receipt#:
Check#:
Payor:

This application meets requirements

Signature Date

CITY OF CELINA
JUN 25 2015
RECEIVED

Attachment: Annexation Petition (1103 : Keller Williams Annexation Petition)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Hallford Annexation Petition

Action Requested:

Consider and act upon a petition for the voluntary annexation of a ±6.017 acre tract of land located in the Collin County School Land Survey #14, Abstract Number 167 and generally located on the west side of Preston Road and north of CR 5 (Frontier Parkway, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and set two public hearing dates on August 11, 2015 at 6:00 p.m. and on August 11, 2015 at 6:05 p.m. (Hallford) (Liebman)

Background Information:

A petition for annexation was received from Kevin Patel of Triangle Engineering, Inc. representing Ray Hallford on July 1, 2015. The property is contiguous to current city limits.

§ July 14, 2015	Council option to accept voluntary petition to annex
§ July 24, 2015	Notice of public hearing to be published
§ August 11, 2015	Council to hold public hearings (2)
§ September 9, 2015	Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition
- Property Exhibit

Staff Recommendation:

Staff recommends approval.

VOLUNTARY ANNEXATION APPLICATION

Property Description: 6.017 acres

Survey Name and Abstract No.: Collin County School Land #14, Abs 167

Tract Number(s): _____ Number of Acres: _____

Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property Owner's Name: Ray Hallford
Company: Hallford Companies
Address: 3307 Fair View Dr
City, State, Zip: Austin TX 78730
Phone#: _____
Fax #: _____
E-Mail Address ray@hallfordcompanies.com
Owners Signature: _____

Representative's Name: Kevin Patel
Company: Triangle Engineering
Address: 1333 McDermott Dr #200
City, State, Zip: Allen TX 75013
Phone#: 214-609-9271
Fax #: _____
E-Mail Address kpatel@triangle-engr.com

Submittal Requirements

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

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

KATHY PATTERSON
Notary Public, State of Texas
My Commission Expires
June 10, 2018

STATE OF TEXAS

COUNTY OF COLLIN

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

Ray Hallford
Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 1 day of July, 20 15

My Commission expires 6-10-18

Kathy Patterson
Notary Public in & for the State of Texas

OFFICE USE ONLY

CITY OF CELINA
JUL 2 2015
RECEIVED

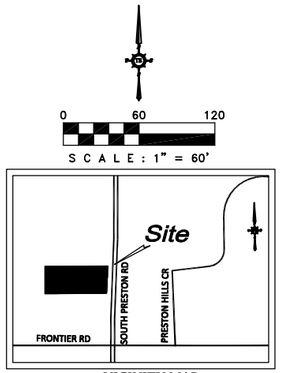
This application meets requirements

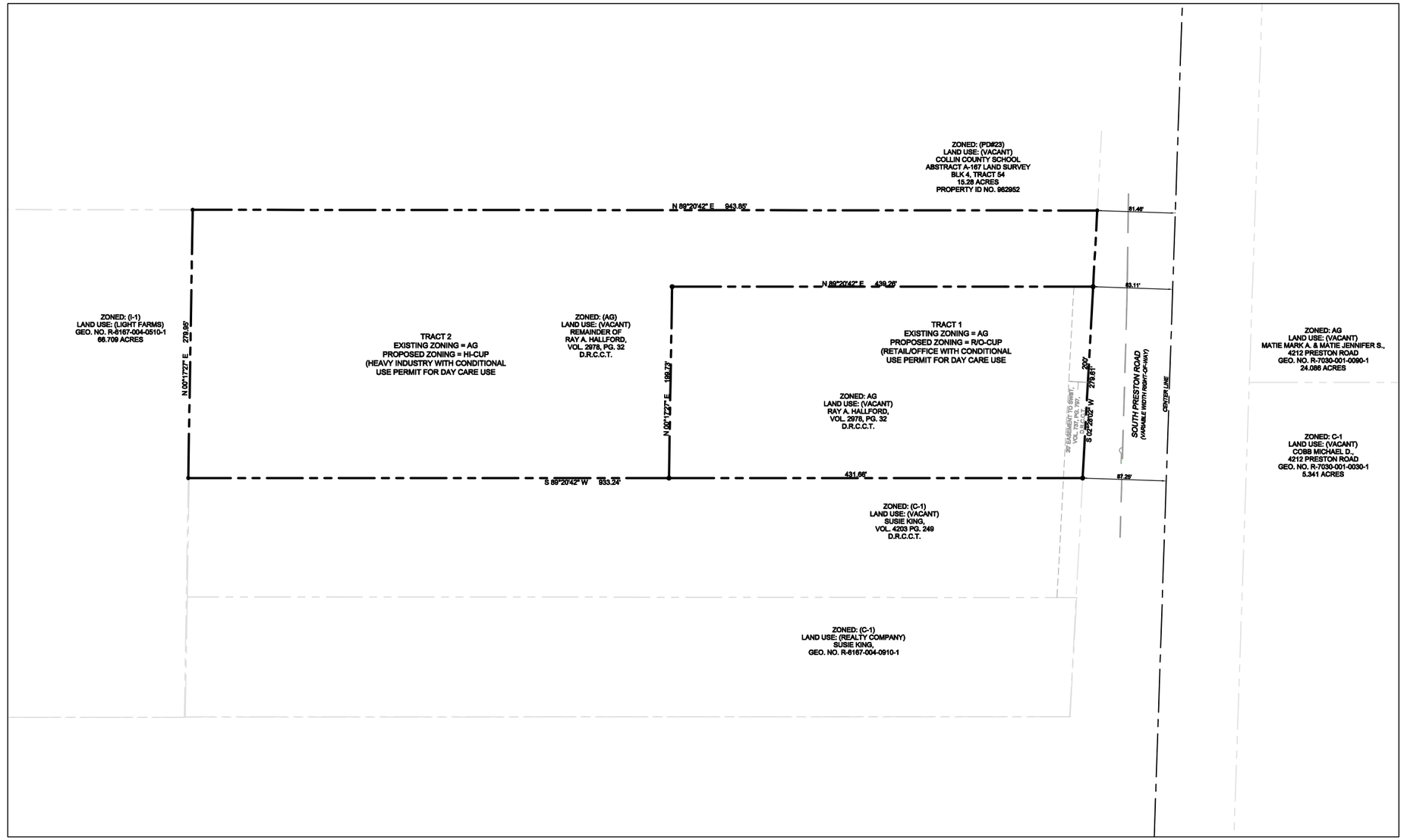
Receipt#: _____
Check#: _____
Payor: _____

Signature _____ Date _____

Attachment: Hallford Annexation Petition (1172 : Hallford Annexation Petition)

Attachment: Annexation Exhibit (1172 : Hallford Annexation Petition)





FLOOD NOTE

THE SUBJECT PROPERTY SURVEYED HEREON, LIES WITHIN OTHER AREAS - ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S, FLOOD INSURANCE RATE MAP (FIRM) FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48085C0120C, MAP REVISED, JUNE 02, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

OWNER	ENGINEER	SURVEYOR
RAY A. HALLFORD 3307 FAR VIEW DRIVE AUSTIN, TEXAS 78730-3300 PHONE: (214) 207-8000	TRIANGLE ENGINEERING LLC 1503 ASTORIA DRIVE ALLEN, TEXAS 75013 CONTACT:KARTAVYA PATEL PHONE: 214-609-9271	A&W SURVEYORS, INC. P.O. BOX 870029 MESQUITE, TEXAS 75187 PHONE: (972)681-4975

EXHIBIT "B"
TRACT 1 - 1.996 ACRES
TRACT 2 - 4.021 ACRES
TOTAL OF 6.017 ACRES SITUATED
IN THE CITY OF CELINA,
COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO A-167
CITY OF CELINA, COLLIN COUNTY, TEXAS
DATE: 06/10/2015

TRIANGLE ENGINEERING,LLC
TX PE FIRM # 11525
1333 McDERMOTT RD STE 200, ALLEN, TX 75013 PH: 214-609-9271

No.	DATE	DESCRIPTION	BY
1	06/105/2015	1st SUBMITTAL	KP

STATE OF TEXAS
KARTAVYA S. PATEL
97534
LICENSED PROFESSIONAL ENGINEER
06/10/2015

KIDS 'R' KIDS
SOUTH PRESTON ROAD
CELINA COLLIN COUNTY, TX

EXHIBIT "B"

PROJECT No:	042-14
DATE:	06/10/2015
DRAWN BY:	KP
CHECKED BY:	KP

SHEET # REVISION #

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: July Involuntary Annexation Resolution

Action Requested:

Consider and act upon a resolution setting a date, time and place (Tuesday, August 11, 2015 at 6:00 PM & Tuesday, August 11, 2015 at 6:05 PM @ 112 N. Colorado Dr., Celina, Tx 75009) for public hearings on the proposed annexations of a 127.688 acre tract of land situated in the T. Mcintire Survey Abstract No. 0903a, Tract 8, Denton County, Texas. The property is contiguous to and adjoining the City and are generally located on the east of FM 1385, north and west of Crutchfield Dr., and south of FM 428. (Denton Co. 128) Liebman

Background Information:

Below is the anticipated annexation schedule for the property. The property owner has been offered a Ch. 43 Pre-annexation agreement which has been denied.

- July 14, 2015 - City Council acts on Resolution to set the public hearing dates.
- August 11, 2015 - Two separate public hearings are held on the same night (6:00pm & 6:05pm at 112 N. Colorado Dr., Celina, Texas.)
- September 08, 2015 - City Council acts on Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed resolution
- Map of proposed annexation

Staff Recommendation:

Staff recommends that the item be approved as presented.

CITY OF CELINA
RESOLUTION NO. 2015-__

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

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

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

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

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

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

I. That on Tuesday, the 11^{h} day of August, 2015 at 6:00 p.m. and on Tuesday, the 11th day of August, 2015 at 6:05 p.m., at 112 N. Colorado, Celina, Texas 75009. The City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described on the attached Exhibit "A"

II. That the City Secretary is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in Exhibit "A" 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 14th day July, 2015.

_____
SEAN TERRY, MAYOR

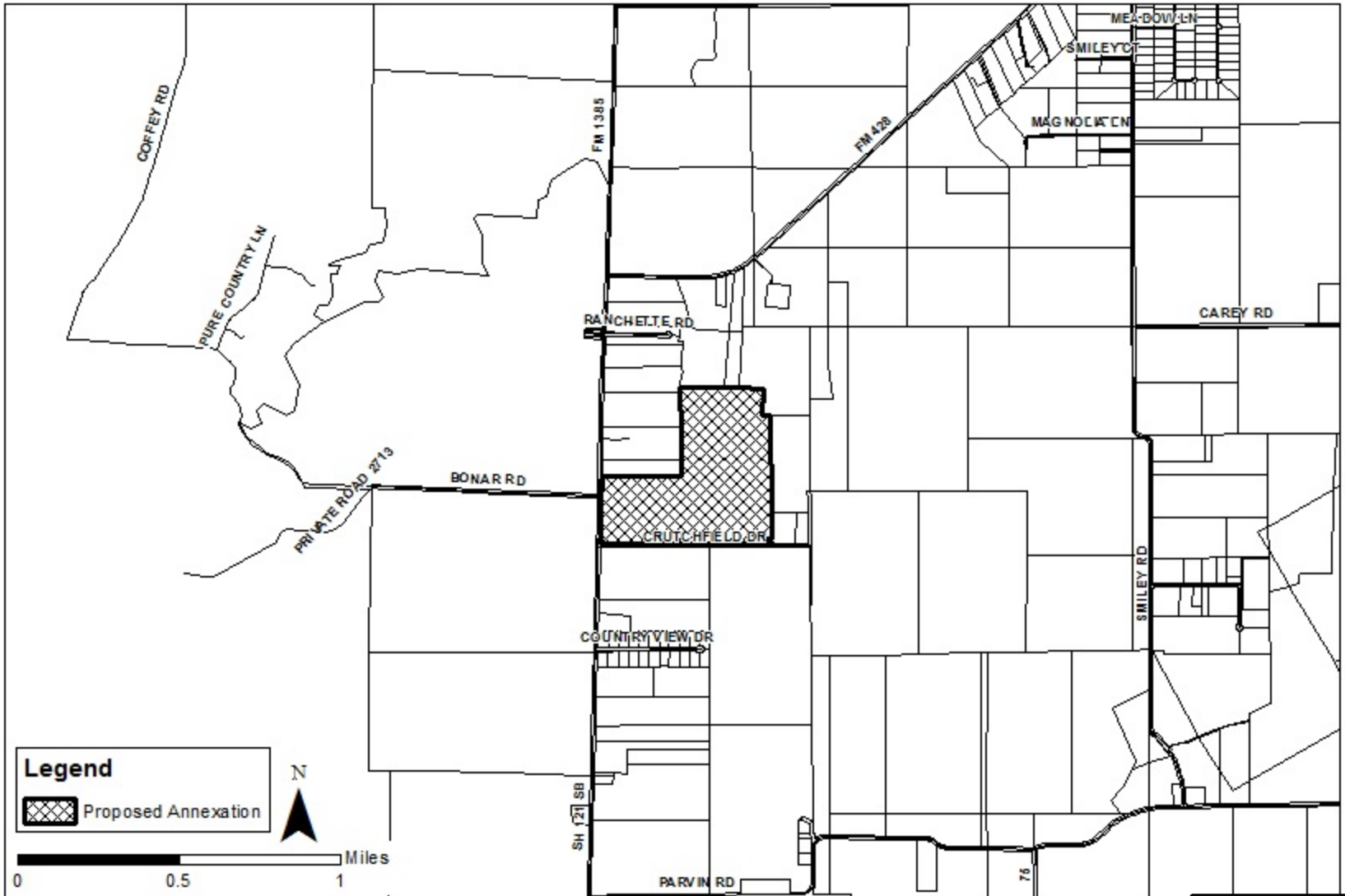
_____
VICKI FAULKNER, CITY SECRETARY

Attachment: Resolution (1178 : July Involuntary Annexation Resolution (Mabrey))

EXHIBIT "A"
Property Description
Abstract 0903a, T. Mcintire Survey, Tract 8, 127.688 Acres, Old Dcad Tr #2b

Attachment: Resolution (1178 : July Involuntary Annexation Resolution (Mabrey))

Abstract 0903a, T. Mcintire Survey, Tract 8, 127.688 Acres, Old Dcad Tr #2b



Attachment: Proposed annexation map (1178 : July Involuntary Annexation

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Cambridge Crossing Annexation Public Hearings

Action Requested:

The Celina City Council will conduct two public hearings at 6:00 pm and 6:05 pm and consider testimony regarding the voluntary annexation of a 114.1 acre tract of land generally located east of CR 6 (Legacy Drive), north of CR 7, and west of CR 50, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Cambridge Crossing) (Liebman)

Background Information:

A petition for annexation was received from Cambridge Company on May 22, 2015. The property is contiguous to current city limits.

§	~~June 9, 2015~~	~~Council option to accept voluntary petition to annex~~
§	~~June 26, 2015~~	~~Notice of public hearing published~~
§	July 14, 2015	Council to hold public hearings (2)
§	August 11, 2015	Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

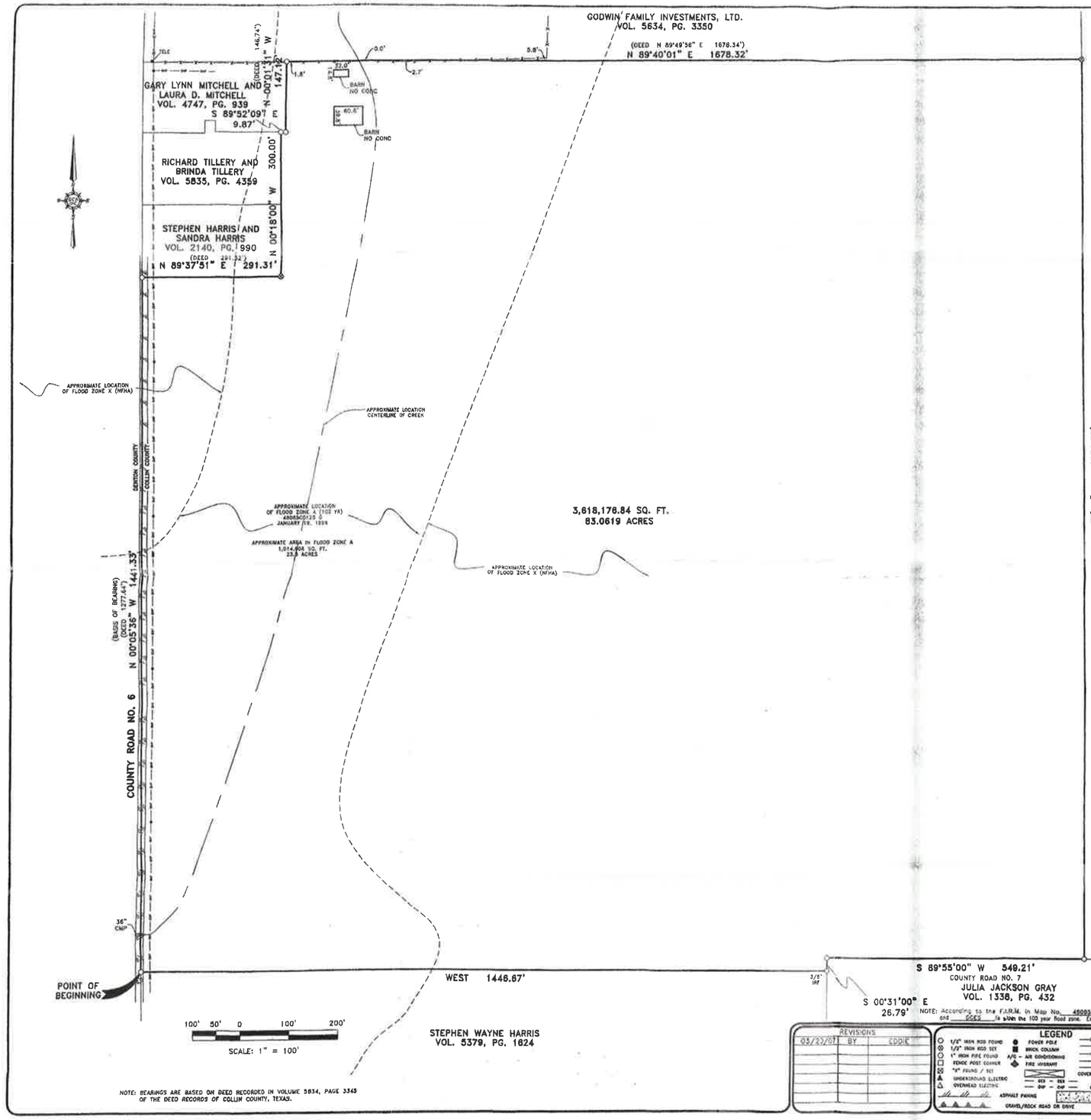
N/A

Supporting Documents:

- Annexation Petition
- Property Exhibit

Staff Recommendation:

N/A



NOTE: BEARINGS ARE BASED ON DEED RECORDED IN VOLUME 5834, PAGE 3345 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS.

NOTE: According to the F.I.R.M. in Map No. 48085C0125 D, this property does lie in Zone A and CCR2 is within the 100 year flood zone. Except as shown.

REVISIONS		
05/22/07	BY	EDDIE

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 1" IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND / SET
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- POWER POLE
- BRICK COLUMN
- A/C - AIR CONDITIONING
- FIRE HYDRANT
- COVERED PORCH,DECK OR CARPORT
- OHE - OHE — OVERHEAD ELECTRIC SERVICE
- OHP - OHP — OVERHEAD POWER LINE
- ASPHALT PAVING
- CONCRETE PAVING
- GRAVEL/ROCK ROAD OR DRIVE
- CHAIN LINK FENCE
- WOOD FENCE
- 6.5' BOIS TORCAL
- BARBED WIRE
- IRON FENCE
- PIPE FENCE

DOUG CONNALLY & ASSOC., INC.
11545 PAGEMILL RD., SUITE #200
DALLAS, TEXAS 75243
PHONE:(214) 349-9485
FAX:(214) 349-2216
www.doadfw.com

SCALE	DATE	JOB NO.	G.F. NO.	DRAWN
1"=100'	01/08/07	0609774-2	06-030087-MV	EDDIE

PROPERTY DESCRIPTION

Being a tract of land situated in the Richard Alderson Survey, Abstract No. 7, in Collin County, Texas, being that same tract of land conveyed to Godwin Family Investments, Ltd. by deed recorded in Volume 5834, Page 3345 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found for corner in County Road No. 6, said point being the Northwest corner of a tract of land conveyed to Stephen Wayne Harris by deed recorded in Volume 5379, Page 1624 of the Deed Records of Collin County, Texas, same being the Southwest corner of herein described tract;

Thence North 00 Degrees 05 Minutes 36 Seconds West, along said County Road No. 6, a distance of 1441.33 feet to a 1/2 inch iron rod found for corner, said point being the Southwest corner of a tract of land conveyed to Stephen Harris and Sandra Harris by deed recorded in Volume 2140, Page 990 of the Deed Records of Collin County, Texas, same being the most southerly Northwest corner of herein described tract;

Thence North 89 Degrees 37 Minutes 51 Seconds East, along the South line of said Harris tract recorded in Volume 2140, Page 990, a distance of 291.31 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Southeast corner of said Harris tract recorded in Volume 2140, Page 990;

Thence North 00 Degrees 18 Minutes 00 Seconds West, along the East line of said Harris tract, passing the Southeast corner of a tract of land conveyed to Richard Tillery and Brinda Tillery by deed recorded in Volume 5835, Page 4359 of the Deed Records of Collin County, Texas, same being the Northeast corner of said Harris tract, at a distance of 150.00 feet and continuing along the East line of said Tillery tract, for a total distance of 300.00 feet to a 1/2 inch iron rod found for corner in the South line of a tract of land conveyed to Gary Lynn Mitchell and Laura D. Mitchell by deed recorded in Volume 4747, Page 939 of the Deed Records of Collin County, Texas, said point being the Northeast corner of said Tillery tract;

Thence South 89 Degrees 52 Minutes 09 Seconds East, along the South line of said Mitchell tract, a distance of 9.87 feet to a 1/2 inch iron rod found for corner, said point being the Southeast corner of said Mitchell tract;

Thence North 00 Degrees 01 Minutes 31 Seconds West, along the East line of said Mitchell tract, a distance of 147.12 feet to a 1/2 inch iron rod found for corner in the South line of a tract of land conveyed to Godwin Family Investments, Ltd. by deed recorded in Volume 5634, Page 3350 of the Deed Records of Collin County, Texas, said point being the Northeast corner of said Mitchell tract, same being the most northerly Northwest corner of herein described tract;

Thence North 89 Degrees 40 Minutes 01 Seconds East, along the South line of said Godwin Family Investments, Ltd. tract, a distance of 1678.32 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped (DC&A INC), said point being the Northwest corner of a tract of land conveyed to Jerry Glen Hansel by deed recorded in County Clerks File No. 92-0077846 of the Deed Records of Collin County, Texas, same being the Northeast corner of herein described tract;

Thence South 00 Degrees 37 Minutes 00 Seconds East, along the West line of said Hansel tract, a distance of 1872.57 feet to a 1/2 inch iron rod found for corner in the North line of a tract of land conveyed to Julia Jackson Gray by deed recorded in Volume 1338, Page 432 of the Deed Records of Collin County, Texas, said point being the Southwest corner of said Hansel tract, same being the Southeast corner of herein described tract;

Thence South 89 Degrees 55 Minutes 00 Seconds West, along the North line of said Gray tract, a distance of 549.21 feet to a 1/2 inch iron rod found for corner, said point being the Northwest corner of said Gray tract;

Thence South 00 Degrees 31 Minutes 00 Seconds East, along the West line of said Gray tract, a distance of 26.79 feet to a 3/8 inch iron rod found for corner, said point being the Northeast corner of said Harris tract recorded in Volume 5379, Page 1624;

Thence West, along the North line of said Harris tract recorded in Volume 5379, Page 1624, a distance of 1446.67 feet to the Point of Beginning and containing 3,618,176.84 square feet or 83.0619 acres of land.

SURVEYOR'S CERTIFICATE

This survey is made relying on information provided by (Capital Title of Texas) in connection with the transaction described in GF# (06-030087-MV). The undersigned Registered Professional Land Surveyor (Bryan Connally) hereby certifies to (Campbell Road Holding Corporation and Capital Title of Texas) that, (a) this plat of survey and the property description set forth hereon were prepared from an actual on-the-ground survey of the real property (County Road No. 6) described in (Volume 5634, Page 3345), and shown hereon; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; (d) except as shown hereon there are no observable protrusions on to the Property or observable protrusions there from, there are no observable discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the size, location and type of improvements, are shown hereon, and all are located within the boundaries of the Property and setback from the Property lines the distances indicated; (f) the distance from the nearest intersection street or road is as shown; (g) the Property has apparent access to and from a public roadway; (h) recorded easements listed hereon have been labeled and plotted hereon; (i) the boundaries, dimensions and other details shown hereon are shown to the appropriate accuracy standards of the State of Texas; (j) the Property is not located in a 100 Year Flood Plain or in an identified "Flood Prone Area" as defined by the U. S. Department of Housing and Urban Development (Flood Insurance Rate Map No. 48085C0125 C) pursuant to the Flood Disaster Protection Act of 1973.

The surveyor expressly understands and agrees that (Campbell Road Holding Corporation and Capital Title of Texas) are entitled to rely on this survey as having been performed to the appropriate standards of the current (1999 Edition) Texas Society of Professional Surveyors Standards and Specifications for a Texas Land Title Survey as set forth by the Texas Board of Professional Land Surveying.

Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned.

Executed this 8th day of January, 2007

Bryan Connally

Bryan Connally
Registered Professional Land Surveyor No. 5513

ACCEPTED BY: _____ SIGNATURE _____ DATE

CITY OF CELINA
MAY 22 2015
RECEIVED

TEXAS LAND TITLE SURVEY

RICHARD ALDERSON SURVEY, ABSTRACT NO. 7

COLLIN COUNTY, TEXAS

COUNTY ROAD NO. 6

Attachment: Annexation Exhibit (1106 : Cambridge Crossing Annexation Public Hearings)

VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: Richard ALDERSON Survey Abst. #7

Tract Number(s): _____ Number of Acres: 114.1

Number of People Living on Each Tract of Land (attach an additional sheet if necessary): Ø

Current Property Owner's Name: Tollway/OUTER LOOP, L.P.
Company: CAMBRIDGE Co.
Address: 8750 N. CENTRAL EXPRESSWAY, STE. 1735
City, State, Zip: DALLAS, TX 75231
Phone#: 214.691.2556
Fax #: 214.691.0682
E-Mail Address Matt@cambridgecos.com
Owner's Signature: [signature]
"An authorized agent of Owner"
Representative's Name: MATTHEW ALEXANDER
Company: Cambridge Companies
Address: 8750 N. Central Exp. STE 1735
City, State, Zip: Dallas, TX 75231
Phone#: 469.576.1188
Fax #: 214.691.0682
E-Mail Address Matt@cambridgecos.com

Submittal Requirements

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

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

JAMIE MARIE-FAITH BROUS
MY COMMISSION EXPIRE
July 29, 2017

STATE OF TEXAS

COUNTY OF COLLIN

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

[signature]
"An Authorized agent of Owner"
Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 22nd day of May, 20 15

My Commission expires July 29th 2017

Jamie Marie Faith Brous
Notary Public in & for the State of Texas

OFFICE USE ONLY

Receipt#: _____
Check#: _____
Payor: _____

This application meets requirements _____ Signature _____ Date _____

CITY OF CELINA
MAY 22 2015
RECEIVED

Attachment: Annexation Petition (1106 : Cambridge Crossing Annexation Public Hearings)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Light Farms School Replat Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action on a replat for Lot 2R, Block A of the Light Farms Homestead Court Addition. (Light Farms Homestead Court Addition) Liebman

Background Information:

The proposed replat is to facilitate the construction of a PISD Elementary School in the Light Farms subdivision.

Board Review/Citizen Input:

The Planning and Zoning Commission voted unanimously to recommend approval of the plat (6-0) at the June 16, 2015 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

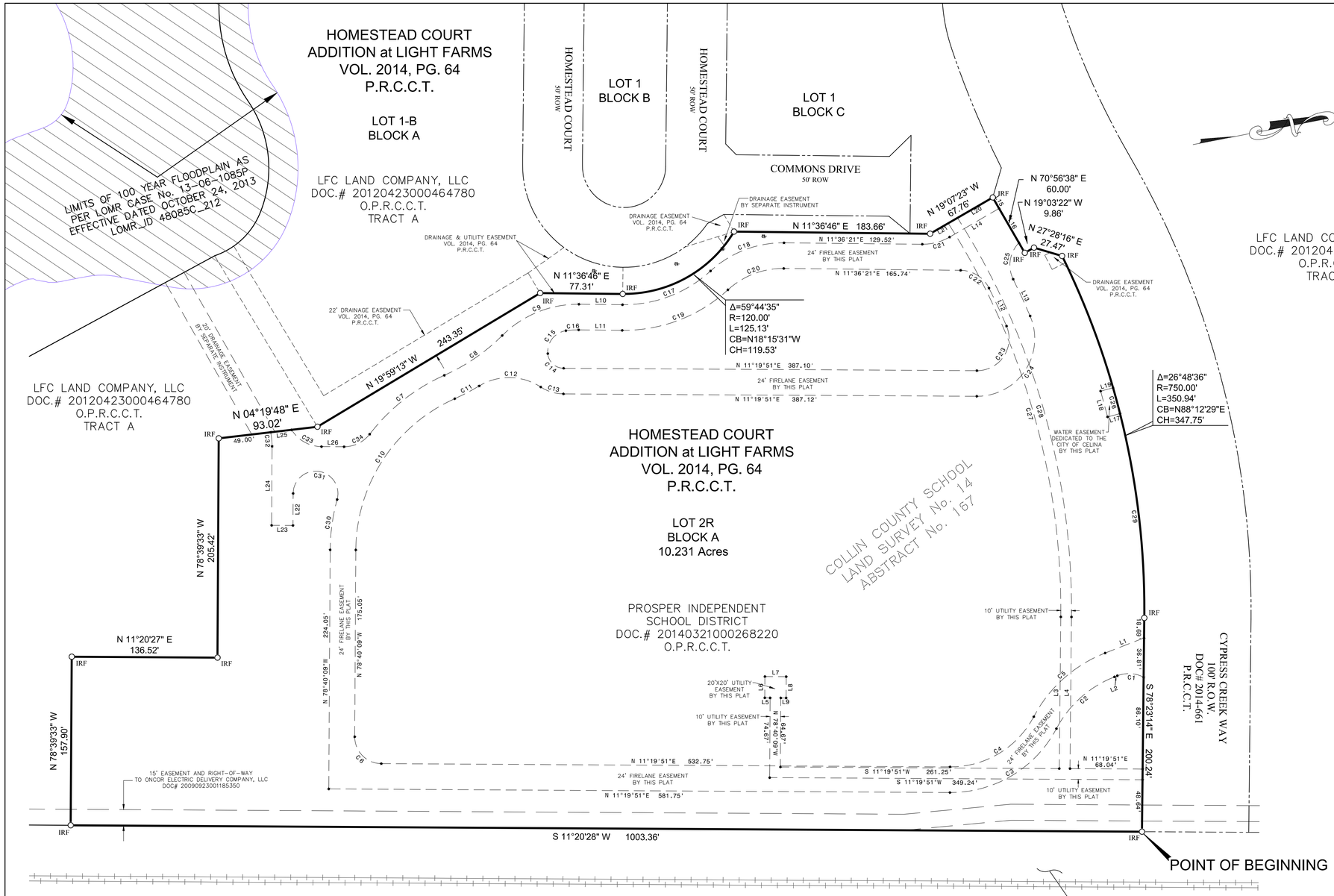
N/A

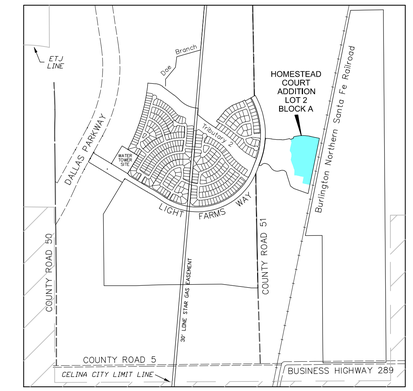
Supporting Documents:

- Plat Exhibit

Staff Recommendation:

Staff recommends that the item be approved as presented.





LOCATION MAP

50 0 50 100 150

GRAPHIC SCALE: 1" = 50'

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

LEGEND:

IRF = 5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED HUITT-ZOLLARS

O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS

L.R.C.C.T. = LAND RECORDS COLLIN COUNTY, TEXAS

P.R.C.C.T. = PLAT RECORDS COLLIN COUNTY, TEXAS

Note:

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 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 it 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.
3. All lot corners will be marked with a 5/8 inch iron rod with yellow plastic cap stamped Huitt-Zollars.

Course	Bearing	Distance
L1	N 10°14'46" W	39.07'
L2	S 10°14'46" E	2.86'
L3	N 78°26'36" W	142.12'
L4	N 78°26'36" W	142.08'
L5	S 11°19'51" W	5.00'
L6	N 78°40'09" W	20.00'
L7	N 11°19'51" E	20.00'
L8	S 78°40'09" E	20.00'
L9	S 11°19'51" W	5.00'
L10	N 11°37'10" E	40.84'
L11	N 11°37'10" E	40.84'
L12	N 76°12'16" E	39.19'
L13	N 76°19'13" E	37.95'
L14	N 19°03'59" W	53.57'
L15	N 70°56'38" E	11.86'
L16	N 70°56'38" E	37.14'
L17	S 03°55'53" E	12.00'
L18	S 85°53'28" W	25.00'
L19	N 03°55'53" W	12.00'
L20	N 19°03'23" W	38.12'
L21	N 19°03'22" W	19.62'
L22	S 78°40'10" E	30.00'
L23	S 11°19'50" W	20.00'
L24	N 78°40'10" W	74.00'
L25	N 04°19'48" E	19.74'
L26	N 11°19'50" E	21.16'

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	30.00'	25.45'	48°36'44"	24.70'	S 14°03'36" W
C2	104.00'	74.41'	40°59'44"	72.84'	S 30°44'38" E
C3	112.00'	122.32'	62°34'22"	116.33'	S 19°57'20" E
C4	88.00'	96.10'	62°34'22"	91.40'	N 19°57'20" W
C5	128.00'	91.59'	40°59'44"	89.64'	N 30°44'38" W
C6	25.00'	39.27'	89°59'59"	35.36'	S 56°19'52" W
C7	180.00'	89.98'	28°38'33"	89.05'	N 27°16'24" W
C8	180.00'	66.18'	21°03'59"	65.81'	N 23°29'07" W
C9	100.00'	79.65'	45°38'17"	77.56'	N 11°11'58" W
C10	156.00'	178.93'	65°43'01"	169.28'	N 45°48'38" W
C11	204.00'	25.89'	7°16'19'	25.87'	N 16°35'18" W
C12	54.00'	60.81'	64°31'25"	57.65'	N 12°02'15" E
C13	39.00'	22.52'	33°05'22"	22.21'	N 27°52'24" E
C14	15.00'	22.23'	84°54'40"	20.25'	S 53°47'11" W
C15	20.00'	30.14'	86°21'25"	27.37'	N 40°34'46" W
C16	76.00'	11.97'	9°01'14"	11.95'	N 07°06'33" E
C17	120.00'	90.47'	43°11'54"	88.35'	N 09°58'47" W
C18	100.00'	75.37'	43°11'05"	73.60'	N 09°59'11" W
C19	144.00'	108.57'	43°11'54"	106.02'	N 09°58'47" W
C20	76.00'	57.28'	43°11'05"	55.94'	N 09°59'11" W
C21	50.00'	26.77'	30°40'20"	26.45'	N 03°43'49" W
C22	30.00'	32.98'	62°59'47"	31.35'	N 43°06'14" E
C23	30.00'	59.43'	113°30'02"	50.18'	S 45°25'10" E
C24	54.00'	106.97'	113°30'02"	90.32'	S 45°25'10" E
C25	30.00'	36.80'	70°16'36"	34.53'	S 70°03'06" E
C26	750.00'	25.00'	1°54'36"	25.00'	N 85°53'28" E
C27	672.00'	389.00'	33°09'59"	383.59'	S 85°03'02" W
C28	682.00'	394.34'	33°07'44"	388.87'	S 85°04'06" W
C29	750.00'	193.30'	14°46'01"	192.76'	N 85°46'14" W
C30	180.00'	47.66'	15°16'17"	47.52'	N 71°05'00" W
C31	20.99'	71.49'	195°10'18"	41.60'	S 18°54'59" W
C32	65.00'	13.24'	11°40'26"	13.22'	N 84°30'23" W
C33	33.00'	33.46'	58°05'32"	32.04'	N 40°22'36" E
C34	30.00'	27.71'	52°55'31"	26.74'	N 15°07'55" W

REPLAT

LOT 2R, BLOCK A HOMESTEAD COURT ADDITION

AT

LIGHT FARMS

10.231 ACRES

SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY No. 14, ABSTRACT No. 167 COLLIN COUNTY, TEXAS

DEVELOPER/OWNER:
Prosper Independent School District
605 East Seventh Street, Prosper, TX 75078
Phone 469-219-2000 Fax 972-346-9247

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

MAY, 2015 SHEET 1 OF 2

County Recording Information

DWG: J:\Surveys\3909\SD-School RePlat\DWG\Replat Lot 2 Block A.dwg USER: rex
DATE: May 27, 2015 JobPath AREA'S 100yr.prop

Attachment: LF School Construction Plat (1164 : Light Farms School Replat PH)

OWNERS CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, PROSPER INDEPENDENT SCHOOL DISTRICT are the owners of a tract of land situated in the Collin County School Land Survey No. 14, Survey, Abstract No. 167, Collin County, Texas and being all of Lot 2, Block A of the Replat of Homestead Court Addition at Light Farms, an addition to the Collin County, Texas, as recorded under Document No. 2014-64 of the Plat Records, Collin County, Texas, and described in instrument to Prosper Independent School District as recorded under Document Number 20140321000268220 of the Official Property Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of Lot 2, Block A, said corner being at the intersection of the westerly right-of-way line of the Red River Texas & Southern Railway Company Railroad (currently Burlington Northern Santa Fe Railroad), a 100.0 foot wide right-of-way, as described in instrument recorded in Volume 121, Page 20, L.R.C.C.T, with the platted south right-of-way line of Cypress Creek Way, a 100.0 foot wide right-of-way, as established by Cypress Creek Way Extension, an addition to the Collin County, Texas, as recorded under Document No. 2014-661 of the Plat Records, Collin County, Texas;

THENCE, South 11 degrees 20 minutes 28 seconds West along the westerly right-of-way line of said Red River Texas & Southern Railway Company Railroad, a distance of 1,003.36 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southeast corner of Lot 2, Block A;

THENCE, departing the westerly right-of-way line of said Red River Texas & Southern Railway Company Railroad, North 78 degrees 39 minutes 33 seconds West along the south line of Lot 2, Block A, a distance of 157.90 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the most southerly southwest corner of Lot 2, Block A;

THENCE, along the westerly line of Lot 2, Block A the following courses and distances:

North 11 degrees 20 minutes 27 seconds East continuing along a south line of Lot 2, Block A, a distance of 136.52 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 78 degrees 39 minutes 33 seconds West a distance of 205.42 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 04 degrees 19 minutes 48 seconds East a distance of 93.02 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 19 degrees 59 minutes 13 seconds West a distance of 243.35 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 11 degrees 36 minutes 46 seconds East a distance of 77.31 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 59 degrees 44 minutes 35 seconds, a radius of 120.00 feet, a chord bearing of North 18 degrees 15 minutes 31 seconds West, with a chord length of 119.53 feet;

Along said curve to the left an arc length of 125.13 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 11 degrees 36 minutes 46 seconds East a distance of 183.66 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 19 degrees 03 minutes 23 seconds West a distance of 67.76 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" in the south right-of-way line of Cypress Creek Way;

THENCE, along the south right-of-way line of Cypress Creek Way the following courses and distances:

North 70 degrees 56 minutes 38 seconds East departing the easterly line of Homestead Court Addition, a distance of 60.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 19 degrees 03 minutes 22 seconds West a distance of 9.86 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 27 degrees 28 minutes 16 seconds East a distance of 27.47 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right with a central angle of 26 degrees 48 minutes 36 seconds, a radius of 750.00 feet, a chord bearing of North 88 degrees 12 minutes 29 seconds East, with a chord length of 347.75 feet;

Along said curve to the right an arc length of 350.94 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 78 degrees 23 minutes 14 seconds East a distance of 200.24 feet to the POINT OF BEGINNING and CONTAINING 10.231 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Prosper Independent School District, acting herein by and through their respective duly authorized officer(s), do hereby adopt this plat designating the herein described property as **REPLAT of LOT 2R, BLOCK A, HOMESTEAD COURT ADDITION at LIGHT FARMS**, an addition to Collin County, within the extra-territorial jurisdiction of the City of Celina, Texas. School District does hereby dedicate, in fee simple, to the public forever, the easements and public use areas, streets, rights-of-way, and public improvements contained therein. School District does hereby dedicate to the City of Celina forever, the water easements and water improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. 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 by placed in landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limit 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 rights-of- way and 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 rights-of-way and easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

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

By:

_____
Authorized Signature of Owner

Dr. Drew Watkins, Superintendent of Schools
Prosper Independent School District

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 _____, Superintendent, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

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

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

Acknowledged:

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

By:

_____
Authorized Signature of
COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1

Keller W. Webster, President

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keller W. Webster, President, CCMUD No. 1, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

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

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

SURVEYORS CERTIFICATE

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

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

_____
D. Rex Winchester
Registered Professional Land Surveyor
Texas Registration No. 5191

_____
Date

STATE OF TEXAS
COUNTY OF DALLAS

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

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

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

CITY APPROVAL OF PLAT

Approved by the City of Celina for filing at the office of the County Clerk of Collin County, Texas.

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

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

_____ Mayor, City of Celina
_____ Date of approval

ATTEST:

_____ City Secretary
_____ Date

REPLAT
LOT 2R, BLOCK A
HOMESTEAD COURT ADDITION
AT
LIGHT FARMS
10.231 ACRES
SITUATED IN THE
COLLIN COUNTY SCHOOL LAND SURVEY No. 14, ABSTRACT No. 167
COLLIN COUNTY, TEXAS

DEVELOPER/OWNER:
Prosper Independent School District
605 East Seventh Street, Prosper, TX 75078
Phone 469-219-2000 Fax 972-346-9247

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

MAY, 2015 SHEET 2 OF 2

County Recording Information

DWG: J:\Survey\3905\50-School RePlat\DWG\Replat Lot 2 Block A.dwg USER: rex
DATE: May 27, 2015 1:49pm XREFS: 100yrprop

Attachment: LF School Construction Plat (1164 : Light Farms School Replat PH)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Wells South Annexation Public Hearings

Action Requested:

The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. regarding a voluntary annexation request annexing a 403.5 acre tract of land generally located north of FM 1461, south and west of County Road 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) Liebman

A petition for annexation was received from The Hillwood Company on June 8, 2015. The property is contiguous to current city limits.

- ~~June 9, 2015 — Council option to accept voluntary petition to annex~~
- ~~June 26 , 2015 — Notice of public hearing to be published~~
- July 14, 2015 — Council to hold public hearings (2)
- August 11, 2015 — Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition
- Property Exhibit

Staff Recommendation:

N/A

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS:

The George White Family Limited Partnership, a Texas limited partnership ("Owner"), the owner of the property described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property"), hereby requests that the Property be annexed by the City of Celina, Texas (the "City"). The Property is currently governed by a development agreement approved by the City on April 28, 2015 (the "Development Agreement").

Prior to annexation of the Property, the City will satisfy the following conditions:

(a) The City shall have approved a bond ordinance authorizing the issuance and selling of the first series of PID Bonds in amounts sufficient to fund the costs of all or a portion of the Public Improvements that will confer a special benefit upon the Property;

(b) The City shall have approved a grant agreement with the Owner as described in Section 6.04(b) of the Development Agreement;

(c) The City shall have appropriated the funds for, and entered into contracts for the construction of, the Water Line and the Sewer Line as defined in Article VI of the Development Agreement; and

(d) The City shall have satisfied the City's TIF financing obligations in Section 7.02 of the Development Agreement.

If the City does not satisfy the conditions described above prior to annexing the Property this Petition and the Owner's consent to annexation shall be deemed to be withdrawn.

Capitalized terms in this Petition that are not defined in this Petition shall have the meaning attributed to such terms in the Development Agreement. Exhibits referenced in this Petition are attached hereto and made a part hereof for all purposes.

[*Execution page follows.*]

Attachment: Petition for Annexation (1074 : Wells South Annexation Public Hearings)

EXECUTED this ___ day of June, 2015.

THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP
a Texas limited partnership

By: WWW Group, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: Marianne D. Wells
Title: manager

THE STATE OF TEXAS §
§
COUNTY OF ~~DALLAS~~ Collin §

This instrument was acknowledged before me on the 8 day of June, 2015, by Marianne Wells, Manager of WWW Group, LLC, a Texas limited liability company, on behalf thereof as the General Partner of The George White Family Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC STATE OF TEXAS
ROBERT I HUGHES
My Commission Expires
October 15, 2018

_____
Notary Public in and for the State of TEXAS

Attachment: Petition for Annexation (1074 : Wells South Annexation Public Hearings)

Exhibit A

Metes and Bounds Description of Property

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrianne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

Attachment: Petition for Annexation (1074 : Wells South Annexation Public Hearings)

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PKnail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

Attachment: Petition for Annexation (1074 : Wells South Annexation Public Hearings)

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Attachment: Petition for Annexation (1074 : Wells South Annexation Public Hearings)

Exhibit B

Map of Property

Attachment: Petition for Annexation (1074 : Wells South Annexation Public Hearings)

Land Use Area Summary:

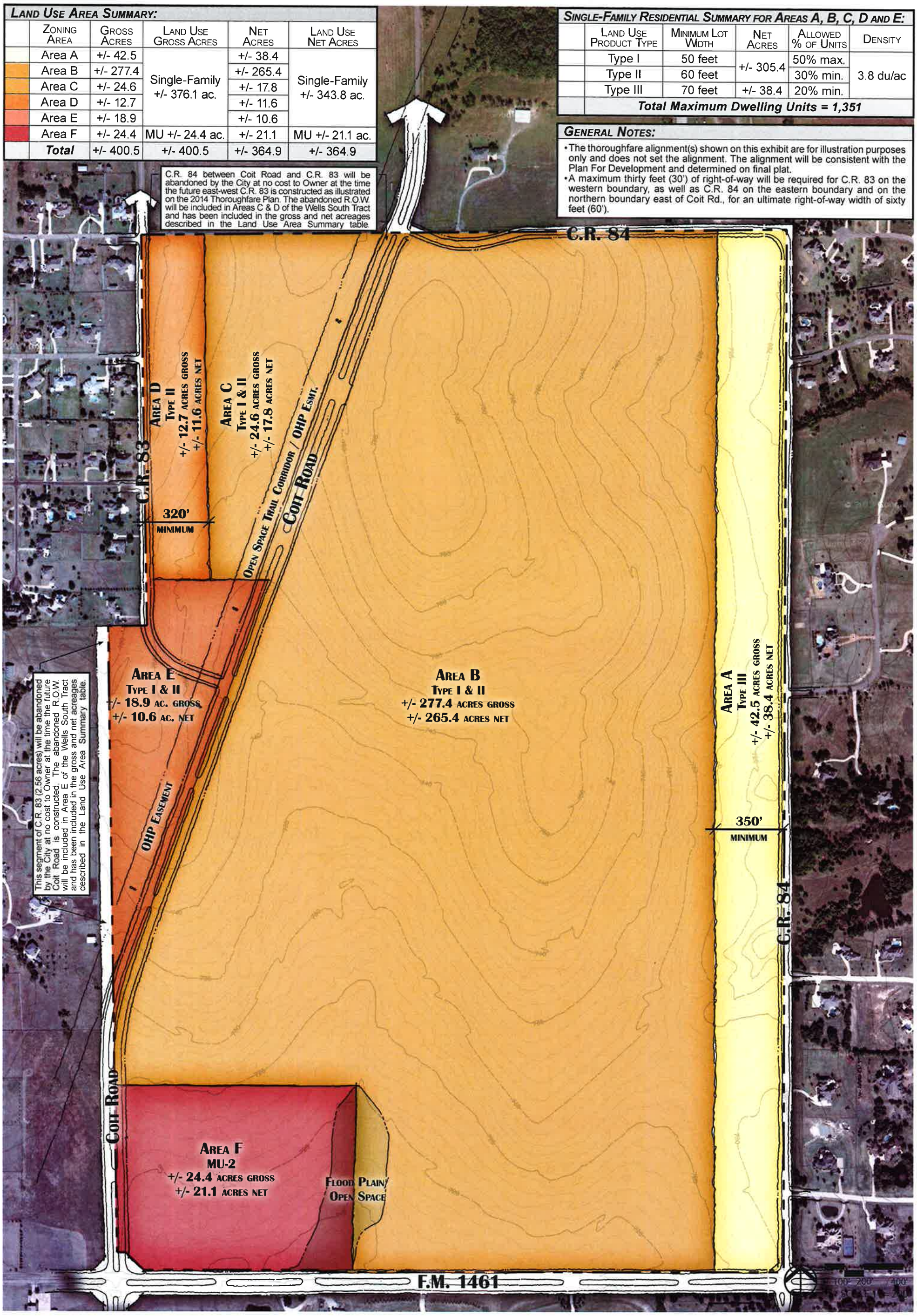
	Zoning Area	Gross Acres	Land Use Gross Acres	Net Acres	Land Use Net Acres
	Area A	+/- 42.5	Single-Family +/- 376.1 ac.	+/- 38.4	Single-Family +/- 343.8 ac.
	Area B	+/- 277.4		+/- 265.4	
	Area C	+/- 24.6		+/- 17.8	
	Area D	+/- 12.7		+/- 11.6	
	Area E	+/- 18.9		+/- 10.6	
	Area F	+/- 24.4	MU +/- 24.4 ac.	+/- 21.1	MU +/- 21.1 ac.
	Total	+/- 400.5	+/- 400.5	+/- 364.9	+/- 364.9

Single-Family Residential Summary for Areas A, B, C, D and E:

	Land Use Product Type	Minimum Lot Width	Net Acres	Allowed % of Units	Density
	Type I	50 feet	+/- 305.4	50% max.	3.8 du/ac
	Type II	60 feet		30% min.	
	Type III	70 feet	+/- 38.4	20% min.	
	Total Maximum Dwelling Units = 1,351				

General Notes:

- The thoroughfare alignment(s) shown on this exhibit are for illustration purposes only and does not set the alignment. The alignment will be consistent with the Plan For Development and determined on final plat.
- A maximum thirty feet (30') of right-of-way will be required for C.R. 83 on the western boundary, as well as C.R. 84 on the eastern boundary and on the northern boundary east of Coit Rd., for an ultimate right-of-way width of sixty feet (60').



WELLS SOUTH TRACT / CONCEPT PLAN

Celina, TX May 07, 2015

The information shown is based on the best information available and is subject to change without notice.

CITY OF CELINA
MAY 12 2015
RECEIVED

HILLWOOD COMMUNITIES Live Smart™ TBG James Knapp

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Resolution Creating a Public Improvement District for Wells South

---

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action upon a resolution authorizing and creating the Wells South Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code; a ±400.5 acre tract of land generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83 (Coit Road). (Wells South) (Liebman)

Background Information:

City Council accepted a petition to create a Public Improvement District (PID) for ±400.5 acres of land (Wells South) on June 9, 2015. The proposed resolution authorizes the creation of the Wells South Public Improvement District PID and provides for items associated with the PID.

Public Notice:

All property owners potentially affected by the creation of the PID were notified by mail on June 15, 2015. A notice of the public hearing was published in the Celina Record on June 12, 2015.

Supporting Documents:

- Resolution Authorizing the Creation of the Wells South PID

Legal Review:

The proposed resolution was written and reviewed by the City's land use attorney.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNEMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Celina, Texas ("Celina"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its ETJ; and

WHEREAS, on May 21, 2015, The George White Family Limited Partnership, a Texas Limited Partnership, (the "Petitioner") submitted and filed with the City Secretary of Celina a petition (the "Petition") requesting the establishment of a public improvement district for property within the ETJ of Celina; and

WHEREAS, the Petition requested the creation of Wells South Public Improvement District (the "District"), which District is located within the ETJ of Celina and more particularly depicted in Exhibit A and described by metes and bounds in Exhibit B (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of Celina (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Celina Record*, newspaper of general circulation in Celina and in the portion of the City's ETJ in which the District is located, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on July 14, 2015; and

WHEREAS, the City Council of Celina closed the public hearing on the advisability of the improvements and services on July 14, 2015.

Attachment: 2014 006 09a Resolution Creating the PID Wells South 7 8 15 (1184 : Resolution Creating Wells South PID)

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to Celina by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council of Celina, after considering the Petition and the evidence and testimony presented at the public hearing on July 14, 2015, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of Celina and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act (the "Authorized Improvements") that are necessary for the development of the Property, which Authorized Improvements will include: street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, walkways, sidewalks and landscaping; acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; payment of costs associated with operating and maintaining the public improvements listed above; and payment of costs associated with developing and financing the

Attachment: 2014 006 09a Resolution Creating the PID Wells South 7 8 15 (1184 : Resolution Creating Wells South PID)

public improvements listed above, and costs of establishing, administering, and operating the District (the "Authorized Improvements"). These Authorized Improvements shall promote the interests of Celina and confer a special benefit upon the Property.

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs of the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is $42,450,000 which costs shall be paid by assessment of the property owners within the proposed District. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property, and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The developer of the property (the "Developer") may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

(d) **Boundaries of the District.** The District is proposed to include approximately 400.524 acres of land generally located in the area encompassed by the northeast corner of the intersection of FM 1461 and Coit Road, northwest intersection of FM 1461 and CR 84, and the southwest corner of CR 84 as it turns west, and as more particularly depicted in Exhibit A attached hereto, and as more properly described in the metes and bounds described in Exhibit B attached hereto.

(e) **Proposed Method of Assessment.** Celina shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments, and must continue for a

Attachment: 2014 006 09a Resolution Creating the PID Wells South 7 8 15 (1184 : Resolution Creating Wells South PID)

period necessary to retire the indebtedness for those Authorized Improvements (including interest).

(f) **Management of the District.** The District shall be managed by Celina, with the assistance of a consultant, who shall, from time to time, advise Celina regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Well South Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Celina Record*, newspaper of general circulation in Celina and in the portion of the City's ETJ in which the District is located. Effective upon the publication of such notice, the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED on the 14th day of July, 2015.

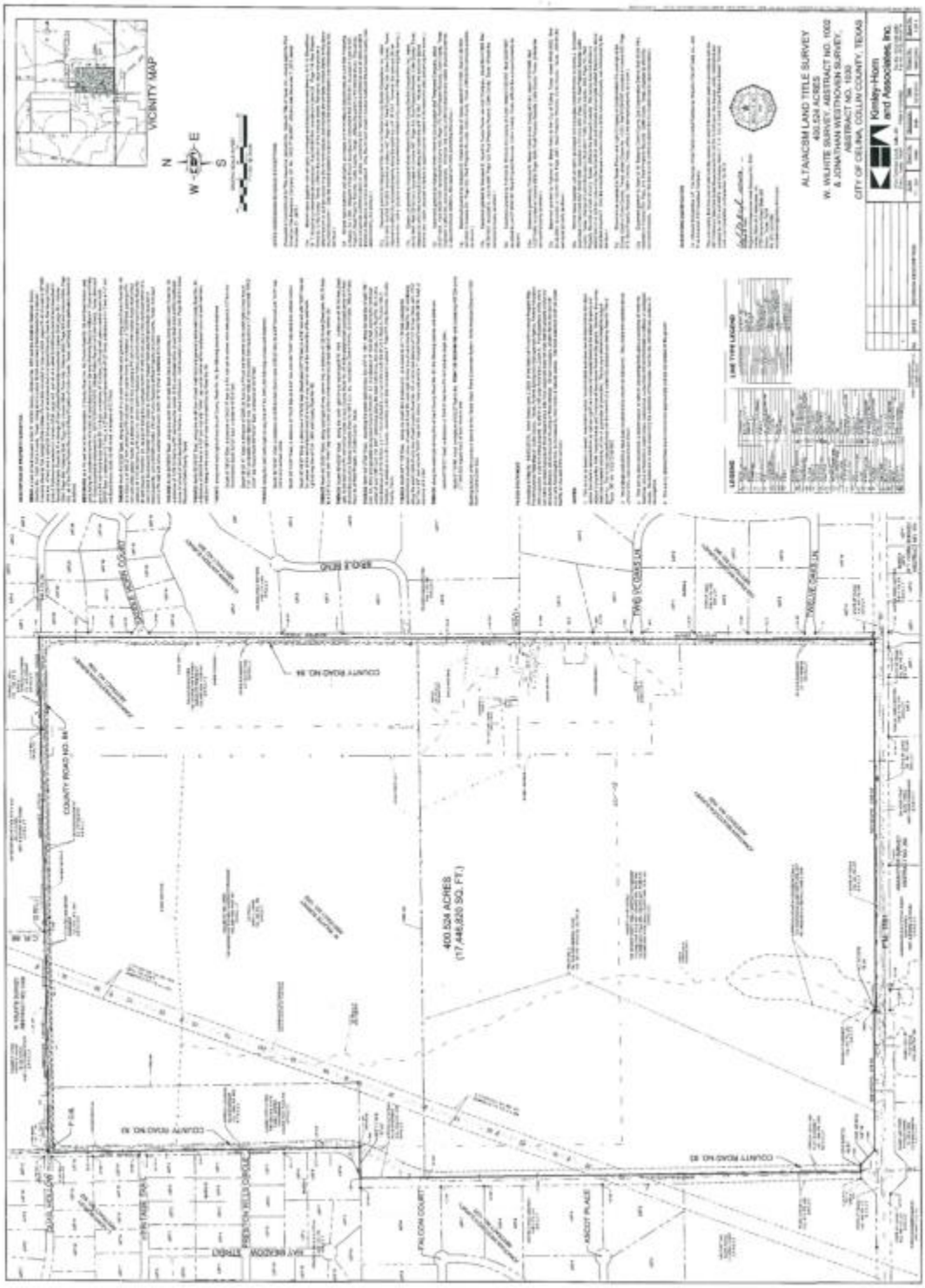
ATTEST: **SEAN TERRY, MAYOR**

VICKI FAULKNER, CITY SECRETARY

Attachment: 2014 006 09a Resolution Creating the PID Wells South 7 8 15 (1184 : Resolution Creating Wells South PID)

Attachment: 2014 006 09a Resolution Creating the PID Wells South 7 8 15 (1184 : Resolution Creating Wells South PID)

EXHIBIT A
PROPERTY DEPICTION



Attachment: 2014 006 09a Resolution Creating the PID Wells South 7 8 15 (1184 : Resolution Creating Wells South PID)

EXHIBIT B
PROPERTY METES AND BOUNDS DESCRIPTION
(400.524 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrianne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

Attachment: 2014 006 09a Resolution Creating the PID Wells South 7 8 15 (1184 : Resolution Creating Wells South PID)

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PKnail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

Attachment: 2014 006 09a Resolution Creating the PID Wells South 7 8 15 (1184 : Resolution Creating Wells South PID)

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Attachment: 2014 006 09a Resolution Creating the PID Wells South 7 8 15 (1184 : Resolution Creating Wells South PID)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Public Hearing for Wells South TIRZ

Action Requested:

The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±400.5 acre tract of land. The property is generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83. (Wells South) (Liebman)

Background Information:

On June 9, 2015 the Celina City Council approved a resolution that included calling a public hearing for the proposed Tax Increment Reinvestment Zone (TIRZ). The public hearing will allow for any owner of property within the proposed TIRZ to speak in favor or in opposition to being included in the TIRZ.

Public Notice:

The public hearing notice was published in *The Celina Record* on June 12, 2015. Notices were sent to all affected property owners.

Supporting Documents:

N/A

Legal Review:

N/A

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends that the public hearing be opened and continued to the August 11, 2015 City Council meeting.

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 Development Services
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Public Hearing for Ownsby Farms TIRZ

Action Requested:

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

Background Information:

On June 9, 2015 the Celina City Council approved a resolution that included calling a public hearing for the proposed Tax Increment Reinvestment Zone (TIRZ). The public hearing will allow for any owner of property within the proposed TIRZ to speak in favor or in opposition to being included in the TIRZ.

Public Notice:

The public hearing notice was published in *The Celina Record* on June 12, 2015. Notices were sent to all affected property owners.

Supporting Documents:

N/A

Legal Review:

N/A

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends that the public hearing be continued to the August 11, 2015 City Council meeting.

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 Development Services
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Public Hearing for Sutton Fields TIRZ

Action Requested:

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

Background Information:

On June 9, 2015 the Celina City Council approved a resolution that included calling a public hearing for the proposed Tax Increment Reinvestment Zone (TIRZ). The public hearing will allow for any owner of property within the proposed TIRZ to speak in favor or in opposition to being included in the TIRZ.

Public Notice:

The public hearing notice was published in *The Celina Record* on June 12, 2015. Notices were sent to all property owners.

Supporting Documents:

N/A

Legal Review:

N/A

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends that the public hearing be opened and continued to the August 11, 2015 City Council meeting.

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Petition Dissolving The Parks at Wilson Creek PID

Action Requested:

Consider and act upon a resolution accepting a petition from The Parks at Wilson Creek, L.P., a Texas Limited Partnership, seeking to disolve the existing Parks at Wilson Creek Public Improvement District (PID), calling for a public hearing and directing the statutory notices to be given. The property, The Parks at Wilson Creek, is a ±539 acre tract of land located in the Charles P. Rice Survey, Abstract No. 771 and the Samuel Queen Survey, Abstract No. 731, Collin County, State of Texas. The property is generally located north and south of Sunset Boulevard, east of the future alignment of Coit Road, and north of the future alignment of the Collin County Outer Loop. (The Parks at Wilson Creek) (Liebman)

Background Information:

The Parks at Wilson Creek, L.P., a Texas Limited Partnership, has applied for the dissolution of the existing Public Improvement District (PID), established on November 11, 2014 (Resolution No. 2014-54R) and requests the creation of a new PID for the Parks at Wilson Creek, an ±668 acre tract of land located north and south of Sunset Boulevard, east of the future alignment of Coit Road, and north of the future alignment of the Collin County Outer Loop.

In order to move forward with the new PID for The Parks at Wilson Creek it is required to dissolve the existing Public Improvement District. The developer of the Parks at Wilson Creek has added a ±160 acre tract of land and has applied to create a new PID that incorporates this land into the ±340 acres in the existing PID. Because PID boundaries cannot legally be changed, it is necessary to dissolve the existing PID and create a new PID with the new boundaries.

Public Notice:

N/A

Supporting Documents:

- Petition
- Existing PID Ordinance

Legal Review:

The City's land use attorney has reviewed the dissolution petition and found it to be acceptable.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ACCEPTING A PETITION TO DISSOLVE THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT IN THE ETJ SUBJECT TO THE CREATION OF A NEW PUBLIC IMPROVEMENT DISTRICT FOR THE PARKS AT WILSON CREEK DEVELOPMENT IN THE ETJ AND CALLING FOR A PUBLIC HEARING

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") authorizes the creation of public improvement districts; and

WHEREAS, on November 11, 2014 by Resolution No. 2014-54R the City Council of the City of Celina (the "City Council"), after public hearing, authorized the creation of The Parks at Wilson Creek Public Improvement District (the "District") in the extraterritorial jurisdiction (the "ETJ") of the City of Celina, Texas (the "City"); and

WHEREAS, on January 13, 2015, the City Council authorized assessments in the District by Ordinance No. 2015-09; and

WHEREAS, on June 17, 2015, the owners of real property delivered to the City of Celina, Texas a petition (the "Petition", which is attached as Exhibit "A") meeting the requirements of the Act and indicating: (i) the owner of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition requesting that the City Council dissolve the District, as shown in the exhibits attached to the Petition (the "map of the District") subject to the creation of a new public improvement district for the Parks at Wilson Creek proposed to include more property than the District; and

WHEREAS, pursuant to Section 372.007 of the Act, the City staff and financial advisor evaluated the Petition and the termination of the assessments and service and assessment plan subject to creation of a new public improvement district for the Parks at Wilson Creek proposed to include more property than the District; and

WHEREAS, the Act further requires that prior to the adoption of the resolution dissolving the District, the City Council must hold a public hearing on the advisability of dissolving the District in the same manner as a public hearing under Section 372.009 of the Act.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed in the office of the City Secretary and is available for public inspection.

Section 3. The City Council calls a public hearing to be scheduled at 5:00 p.m. on August 11, 2015 to be held at First United Methodist Church, 112 N. Colorado Street, Celina, Texas 75009 on the advisability of dissolving the District subject to creation of a new public improvement district for the Parks at Wilson Creek proposed to include more property than the District. All residents and property owners within the district, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the dissolution of the District. Following adjournment of the public hearing the City Council may dissolve the District.

Section 4. The City Council hereby directs the City Secretary, on or before July 24, 2015, to: (a) public notice in the newspaper of the public hearing; and (b) mail notice of the public hearing to the owner of property located in the proposed District as reflected on the tax rolls.

PASSED AND APPROVED THIS THE 14th DAY OF July, 2015.

CITY OF CELINA, TEXAS

_____

SEAN TERRY, MAYOR

ATTEST:

_____

VICKI FAULKNER, CITY SECRETARY

EXHIBIT A
Petition with Exhibits

PETITION FOR THE DISSOLUTION OF THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT WITHIN THE ETJ OF THE CITY OF CELINA, TEXAS, SUBJECT TO THE CREATION OF A NEW PUBLIC IMPROVEMENT DISTRICT FOR THE PARKS AT WILSON CREEK DEVELOPMENT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS:

The Parks at Wilson Creek, L.P., a Texas limited partnership ("Owner"), is the owner of the property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property") that lies within the boundaries of the existing The Parks at Wilson Creek Public Improvement District (the "Existing District") related to The Parks at Wilson Creek development (the "Development"). The City Council of the City of Celina, Texas (the "City") created the Existing District by Resolution No. 2014-54R adopted on November 11, 2014, pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act").

Owner is under contract to purchase from the Estate of Moses Hubbard (the "Additional Property Owner"), the property described by metes and bounds on **Exhibit C** and depicted on **Exhibit D** (the "Additional Property") and wishes for the Additional Property to be included in a public improvement district related to the Development.

Concurrently with this petition (the "Dissolution Petition"), Owner and the Additional Property Owner submitted and filed with the City Secretary of the City a "Petition for the Creation of a Public Improvement District within the ETJ of the City of Celina, Texas, for The Parks at Wilson Creek Development", dated June 17, 2015 (the "PID Creation Petition") requesting the creation of a public improvement district related to the Development that includes both the Property and the Additional Property (the "New District"). Owner, pursuant to Section 372.011 of the Act and subject to the creation of the New District as described in the PID Creation Petition, hereby respectfully petitions the City, to dissolve the Existing District after a public hearing meeting the requirements of Section 372.009 of the Act and to release all PID Assessments on the Property subject to the levy of new assessments in accordance to the service and assessment plan related to the New District.

This Dissolution Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Exhibits referenced in this Dissolution Petition are attached hereto and made a part hereof for all purposes.

RESPECTFULLY SUBMITTED, on this the 17th day of June, 2015.

OWNER

THE PARKS AT WILSON CREEK, L.P.,
A Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
A Texas limited liability company,
Its General Partner

By: _____
James J. Melino, Manager

Attachment: Resolution Accepting the PID Dissolution Petition and calling public hearing 7.8.15 (1159 : Parks at Wilson Creek PID Dissolution)

EXHIBIT "A"

Property Description
(539.914 Acres)

Being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre Survey, Abstract No. 985, J.B. Wilmeth 320 acre Survey, Abstract No. 983, the Levin Routh 640 acre Survey, Abstract No. 779 and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1182, Deed Records, Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1190, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG Nail found for the southeast corner of said Cox tract (V4122, P1182), same being in the north line of said Cox tract (V4122, P 1190), same being the southwest corner of that certain tract of land to Estate of Moses Hubbard, a called 160.586 acre tract of land, no recording information found), same being in the approximate center of an east/west asphalt road known as County Road 92 (an undedicated right-of-way);

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Cox tract (V4122, P1190), and along the approximate center of said County Road 92, and along said Estate of Moses Hubbard tract, a distance of 3522.33 feet to a MAG Nail set for a northeast corner of the herein described tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

THENCE South 00 deg. 31 min. 00 sec. West, departing said County Road 92, and along said west fence line, a distance of 216.87 feet to a fence post found for the southwest corner of said Corinth Church (Cemetery) tract;

THENCE North 89 deg. 55 min. 37 sec. East, along the south fence line of said Corinth Church (Cemetery) tract, a distance of 94.21 feet to a 1/2 inch iron rod set for the most easterly northeast corner of the herein described tract, same being the most westerly northwest corner of that certain called 52.94 acre tract of land to Trustee of the Bilinda Cox Matusek Special Trust, dated June 20, 2012, as recorded in Instrument No. 20120724000891520, Official Public Records, Collin County, Texas, and recorded in Volume 1102, Page 767, said Deed Records;
THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Cox tract (V4122, P1190), and said Bilinda Cox Matusek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod set with "PEISER & MANKIN SURV" red plastic cap (herein after referred

to as 1 /2 inch iron rod set) for the southeast corner of the herein described tract and the remainder of said Bennie G. Cox tract, same being the southwest corner of said Bilinda Cox Matusek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

THENCE West, along the common line of said Cox tract (V4122, P1190), and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Cox tract (V4122, P1190) and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of said Cox tract (V4122, P1190), same being the southeast corner of that certain tract of land to Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

THENCE along the common line of said Cox tract, and said Celina/Coit Road tract as follows:

North 00 deg. 06 min. 46 sec. West, a distance of 1,649.88 feet to a 1/2 inch iron rod set for an angle point;

North 54 deg. 49 min. 00 sec. East, a distance of 297.00 feet to a 1/2 inch iron rod set for an angle point;

North 00 deg. 55 min. 00 sec. East, a distance of 91.10 feet to a 1/2 inch iron rod set for an angle point, said corner being a northeast corner of said Celina/Coit Road tract;

South 89 deg. 54 min. 18 sec. East, a distance of 166.57 feet to a 1/2 inch iron rod set for an angle point, said point being in a north/south wire fence;

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Cox tract (V4122, P1190), and said McKnight tract, a total distance of 1,483.98 feet to a MAG Nail set in asphalt for the northwest corner of said Cox tract (V4122, P1190), same being in the south line of aforesaid Cox tract (V4122, P1182), same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Cox tract (V4122. P1182), and said McKnight tract (V5554, P1022) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod set for an internal corner of the herein described tract and a northeast corner of said McKnight tract (V5554, P1022);

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod set for a southwest corner of said Cox tract (V4122, P1182), same being an internal corner of said McKnight tract (V5554, P1022);

North 06 deg. 24 min. 00 sec. West, a distance of 258.73 feet to a MAG Nail set in the approximate center of said County Road 92 (a northwesterly turn of said County Road 92), said corner being the south corner of that certain called 0.690 acre tract of land to Mrs. Guy R. Bunch, aka Vera M. Bunch, by deed recorded in Volume 840, Page 685, aforesaid Deed Records;

THENCE along the common line of said Cox tract (V4122, P1182), and said Bunch tract as follows:

North 06 deg. 23 min. 59 sec. West, departing said County Road 92, a distance of 321.67 feet to a 1/2 inch iron rod set;

North 79 deg. 59 min. 40 sec. West, a distance of 111.10 feet to a 1/2 inch iron rod set;

North 02 deg. 12 min. 00 sec. East, a distance of 33.30 feet to a 1/2 inch iron rod set for the northeast corner of said Bunch tract, same being at a westerly turn in said County Road 92; West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554, P1022), and continuing along the common line of said Cox tract (V4122, P1182), and said McKnight tract (V5554, P1022), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail set for the southwest corner of said Cox tract (V4122, P1182), same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554, P1022), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

THENCE along the approximate center of said County Road 90 as follows:

North 00 deg. 20 min. 27 sec. East, along the west line of said Cox tract (V4122, P1182), and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail Set for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 267.50 feet, and a chord bearing and distance of North 08 deg. 48 min. 32 sec. East, 266.32 feet to a MAG Nail set at the approximate intersection of said County Road 90 with the

approximate centerline of an east/west asphalt road commonly known as County Road 91, said corner being the southeast end of a 45' right-of-way dedication from the centerline of said County Road 90 to the West, by Copperfield Settlement, as recorded in Cabinet N, Page 737, aforesaid Deed Records, said corner being the beginning of a curve to the left having a radius of 1090.03 feet, and a delta angle of 15 deg. 28 min. 07 sec.;

In a northeasterly direction, and along said curve to the left, an arc distance of 294.28 feet, and a chord bearing and distance of North 06 deg. 01 min. 16 sec. East, 293.39 feet to a MAG Nail set;

North 02 deg. 37 min. 59 sec. East, a distance of 867.17 feet to a MAG Nail set for the beginning of a curve to the right having a radius of 971.20 feet, and a delta angle of 10 deg. 24 min. 10 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail set for the northwest corner of the herein described tract, same being an angle point in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Cox tract (V4122, P1182), and said Willard Properties tract, a distance of 2,644.71 feet to a point in creek for the most northerly northeast corner of the herein described tract;

THENCE through the interior of said Cox tract (V4122, P1182) as follows:

South 06 deg. 56 min. 45 sec. West, 159.42 feet to a point in creek;

South 06 deg. 06 min. 28 sec. West, 131.26 feet to a point in creek; South 04 deg. 26 min. 40 sec. East, 449.10 feet to a point in creek;

South 36 deg. 32 min. 51 sec. West, 230.27 feet to a point in creek;

South 63 deg. 49 min. 12 sec. West, 213.10 feet to a point in creek;

South 53 deg. 15 min. 53 sec. West, 244.54 feet to 1/2 inch iron rod set for an angle point;

South 24 deg. 30 min. 23 sec. West, 841.72 feet to a 1/2 inch iron rod set for an angle point;

South 05 deg. 36 min. 42 sec. West, 595.29 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 42 deg. 31 min. 48 sec.;

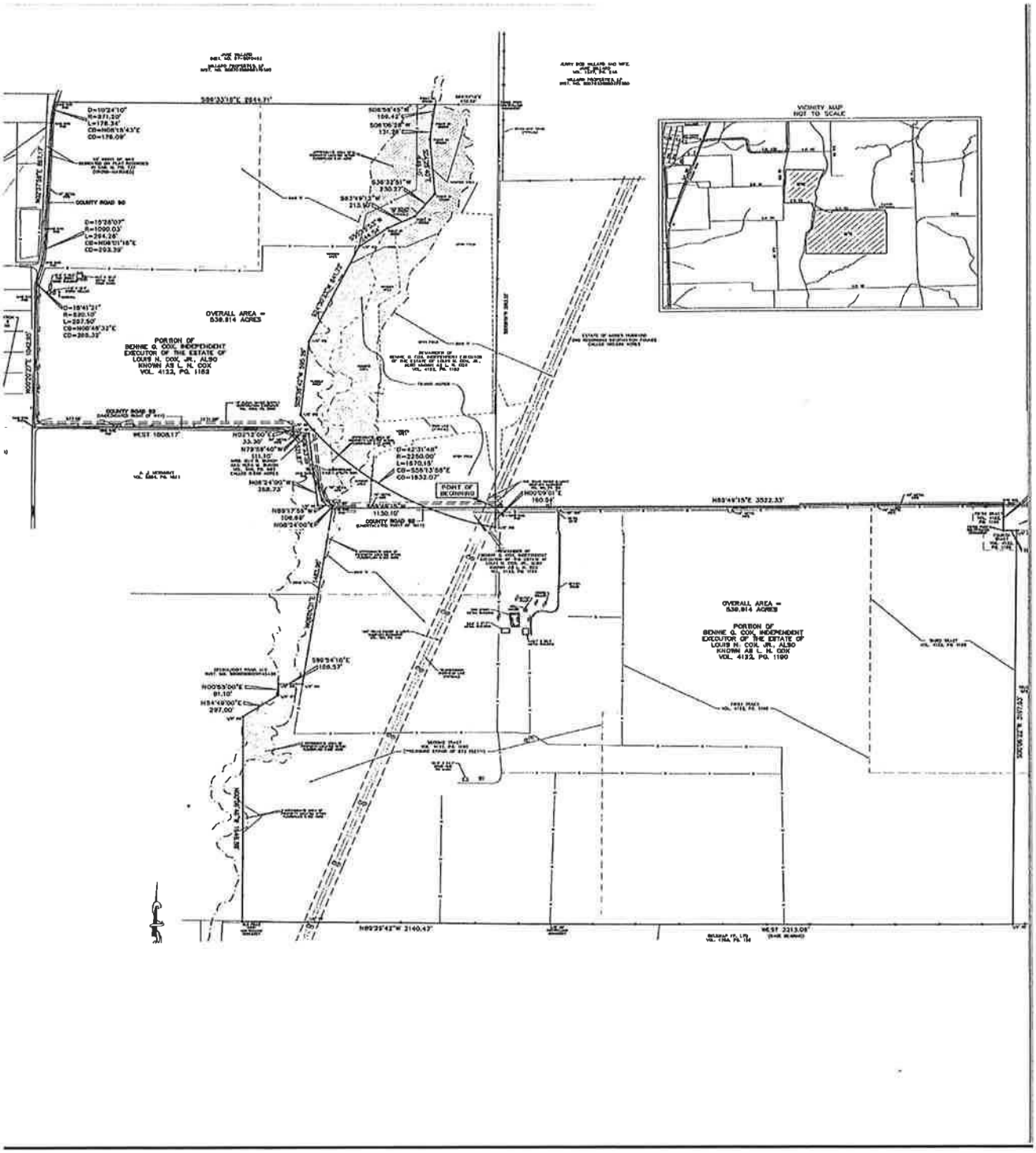
In a southeasterly direction, and along said non-tangent curve to the left, passing the common line of said Cox tract (V4122, P1182) and said Cox tract (V4122, P1190), and continuing through the interior of said Cox tract (V4122, P1190), a total arc distance of 1670.15 feet, and a total chord bearing and distance of
South 56 deg. 13 min. 56 sec. East, 1632.07 feet to a 1/2 inch iron rod set;

THENCE North 00 deg. 09 min. 01 sec. East, continuing through the interior of said Cox tract (V4122, P1190), a distance of 160.54 feet to the POINT OF BEGINNING and containing 539.914 acres of computed land, more or less.

Of which, approximately 14.48 acres lies within the digitally scaled floodplain, and 2.73 acres lie within County Road 90 (assuming a width of 45 feet from the centerline) and 5.25 acres lie within County Road 92 (assuming a width of 25 feet from the centerline), leaving a net area of 517.454 acres, more or less.

Exhibit B

Depiction of the Property



1245.010\47919.4

Attachment: Resolution Accepting the PID Dissolution Petition and calling public hearing 7.8.15 (1159 : Parks at Wilson Creek PID Dissolution)

Exhibit C

Metes and Bounds Description of the Additional Property

(160 Acres)

Being all that certain 160 acre lot tract or parcel of land situated in the Mary Howell Survey, Abstract No. 395, and being located in Collin County, Texas, and being that certain tract of land to Moses Hubbard, by Warranty Deed Recorded in Volume 5, Page 273, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG Nail found in asphalt for the southwest corner of said Hubbard tract, same being the approximate center of an east/west asphalt road commonly known as County Road 92 (an undedicated prescriptive public right-of-way at this point), same being the northwest corner of that certain tract of land to The Parks at Wilson Creek, L.P., by deed recorded under Instrument Number 20130830001229380, Official Public Records, Collin County, Texas, same being in the east line of that certain tract of land to City of Celina, by deed recorded under Instrument Number 20130830001229430, said Official Public Records;

THENCE North 00 deg. 09 min. 01 sec. East, along the common line of said Hubbard tract and said Celina tract, a distance of 2636.62 feet to a 1/2 inch iron rod set for the Northwest corner of said Hubbard tract from which a 1/2 inch iron rod found bears North 89 deg. 18 min. 43 sec. East, 15.61 feet, same being the Southwest corner of that certain tract of land conveyed to Jerry Bob Willard and Wife, Jane Willard, by deed recorded in Volume 1337, Page 248, aforesaid Deed Records;

THENCE North 89 deg. 18 min. 43 sec. East, along the common line of said Hubbard tract and said Willard tract, a distance of 2669.84 feet to a Bois D' arc fence post found for the Northeast corner of said Hubbard tract, same being the Southeast corner of said Willard tract, same being in the West line of that certain tract of land conveyed to Charles F. Mullaney, no deed recording information found;

THENCE along the common line of said Hubbard tract and said Mullaney tract as follows:

South 03 deg. 42 min. 25 sec. West, a distance of 242.79 feet to a point for angle point;

South 02 deg. 46 min. 12 sec. West, a distance of 170.00 feet to a Bois D'arc fence post found for angle point;

South 00 deg. 54 min. 56 sec. West, a distance of 436.90 feet to a 30" Bois D'arc tree found for angle point;

South 00 deg. 31 min. 29 sec. West, a distance of 789.02 feet to a fence post found for angle point;

South 00 deg. 24 min. 03 sec. West, a distance of 1022.54 feet to a mag nail found in asphalt for the Southeast corner of said Hubbard tract, same being the Southwest corner of said Mullaney tract, same being in the approximate center of aforesaid County Road 92, same being in the North line of aforesaid Wilson Creek tract;

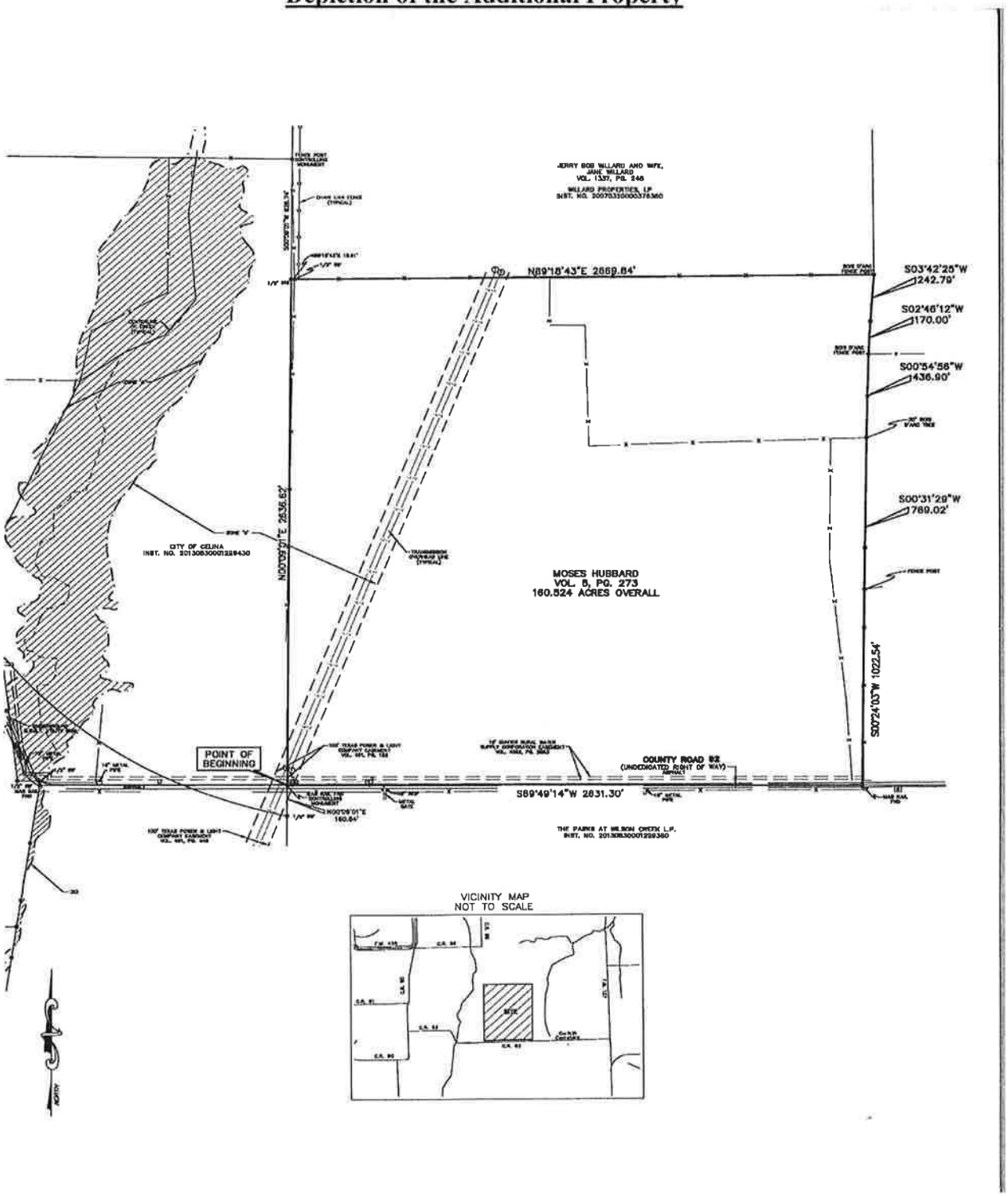
THENCE South 89 deg. 49 min. 14 sec. West, along the common line of said Hubbard tract, said Wilson Creek tract, and the approximate center of said County Road 92, a distance of 2631.30 feet to the POINT OF BEGINNING and containing 160.524 acres of computed land, more or less.

1245.010\47919.4

Attachment: Resolution Accepting the PID Dissolution Petition and calling public hearing 7.8.15 (1159 : Parks at Wilson Creek PID Dissolution)

Exhibit D

Depiction of the Additional Property



1245.010\47919.4

Attachment: Resolution Accepting the PID Dissolution Petition and calling public hearing 7.8.15 (1159 : Parks at Wilson Creek PID Dissolution)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Resolution accepting a Petition for a Public Improvement District for The Parks at Wilson Creek

---

Action Requested:

Consider and act upon a resolution accepting a petition from The Parks at Wilson Creek, L.P. a Texas Limited Partnership, seeking to create a Public Improvement District (PID), calling for a public hearing and directing the statutory notices to be given. The property, The Parks at Wilson Creek, is a ±668 acre tract of land in the located in the Charles P. Rice Survey, Abstract No. 771, the J.B. Wilmeth Survey, Abstract No. 985, the J.B. Wilmeth Survey, Abstract No. 983, the Levin Routh Survey, Abstract No. 779, the Samuel Queen Survey, Abstract No. 731, and the Mary Howell Survey, Abstract No. 395; Collin County, State of Texas. The property is generally located north and south of Sunset Boulevard, east of the future alignment of Coit Road, and north of the future alignment of the Collin County Outer Loop. (The Parks at Wilson Creek) (Liebman)

Background Information:

The applicant submitted a petition on June 22, 2015 to create a PID Public Improvement District for ±668 acre tract of land (The Parks at Wilson Creek). The proposed resolution authorizes the creation of The Parks at Wilson Creek Public Improvement District PID and provides for items associated with the PID.

The property is located in the Charles P. Rice Survey, Abstract No. 771, the J.B. Wilmeth Survey, Abstract No. 985, the J.B. Wilmeth Survey, Abstract No. 983, the Levin Routh Survey, Abstract No. 779, the Samuel Queen Survey, Abstract No. 731, and the Mary Howell Survey, Abstract No. 395; Collin County, State of Texas.

Public Notice:

N/A

Supporting Documents:

- PID Petition
- Resolution Authorizing the Creation of The Parks at Wilson Creek PID

Legal Review:

The proposed resolution has been reviewed by the City's land use attorney.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ACCEPTING A PETITION TO CREATE THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT IN THE ETJ AND CALLING FOR A PUBLIC HEARING.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") authorizes the creation of public improvement districts in the extraterritorial jurisdiction ("ETJ"); and

WHEREAS, on June 17, 2015, the owners of real property delivered to the City of Celina, Texas a petition (the "Petition", which is attached as Exhibit "A") meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition requesting that the City Council create The Parks at Wilson Creek Public Improvement District (the "District"), as shown in Exhibit "A" (the "map of the District") in the ETJ; and

WHEREAS, the Act states that the Petition is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution creating the District, the City Council must hold a public hearing on the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

Section 3. The City Council calls a public hearing to be scheduled at 5:00 p.m. on August 11, 2015 to be held at First United Methodist Church, 112 N. Colorado Street, Celina, Texas on the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the cost. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

Section 4. The City Council hereby authorizes and directs the City Secretary, on or before July 24, 2015, in accordance with the Act, to: (a) publish notice in a newspaper of general circulation, in the portion of the ETJ in which the District may be created, of the public hearing; and (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

PASSED AND APPROVED THIS THE 14th DAY OF JULY, 2015.

CITY OF CELINA, TEXAS

_____

SEAN TERRY, MAYOR

ATTEST:

_____

VICKI FAULKNER, CITY SECRETARY

Attachment: Resolution Accepting the PID Petition and calling public hearing - PAWC Hubbard (1160 : Parks at Wilson Creek PID petition)

EXHIBIT A
Petition for the Creation of a Public Improvement District including Map

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE ETJ OF THE CITY OF CELINA, TEXAS,
FOR THE PARKS AT WILSON CREEK DEVELOPMENT

The Parks at Wilson Creek, L.P., a Texas limited liability company (the "Owner") submitted and filed with the City Secretary of the City of Celina, Texas (the "City") a "Petition for the Dissolution of The Parks at Wilson Creek Public Improvement District within the ETJ of the City of Celina, Texas, Subject to the Creation of a New Public Improvement District for The Parks at Wilson Creek Development" (the "Dissolution Petition") pursuant to Section 372.011 of Chapter 372, Texas Local Government Code, as amended (the "Act"). This petition (the "Creation Petition") is submitted and filed with the City Secretary of the City by the Owner and the Estate of Moses Hubbard (the "Additional Property Owner"), requesting that the City, subject to the dissolution of the existing The Parks at Wilson Creek Public Improvement District as requested in the Dissolution Petition and in accordance with the Act, create a public improvement district (the "District") to include the property owned by the Owner and located within the extraterritorial jurisdiction of the City and more particularly described in **Exhibit A** and depicted in **Exhibit B** (the "Original Property"), and the property owned by the Additional Property Owner and located within the extraterritorial jurisdiction of the City and more particularly described in **Exhibit C** and depicted in **Exhibit D** (the "Additional Property", and together with the Original Property, the "Property").

In support of this Petition, the Owner and the Additional Property Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to, water and wastewater system improvements, roadway improvements, right-of-way acquisition, and other improvement projects (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner and the Additional Property Owner estimate that the cost to design, acquire, and construct the Authorized Improvements is $70,000,000.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments

(including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

Section 6. Management of the District. The Owner and the Additional Property Owner propose that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. Owner and Additional Property Owner Request Establishment of the District. The persons signing this Petition request the establishment of the District.

Section 8. Advisory Board. The Owner and the Additional Property Owner propose that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 17th day of June, 2015.

OWNER

THE PARKS AT WILSON CREEK, L.P.,
A Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
A Texas limited liability company,
Its General Partner

By: _____
James J. Melino, Manager

Attachment: Resolution Accepting the PID Petition and calling public hearing - PAWC Hubbard (1160 : Parks at Wilson Creek PID petition)

RESPECTFULLY SUBMITTED, on this the 17th day of June, 2015.

ADDITIONAL PROPERTY OWNER

ESTATE OF MOSES HUBBARD

By:
Name: Joe A Merritt Pres.

By:
Name: J. CHOC CHRISTOPHER

By:
Name: Charles Ray Hudderston MEMBER

By:
Name: DONNY O'DELL, Member

Stephen Robinson, Secretary

Attachment: Resolution Accepting the PID Petition and calling public hearing - PAWC Hubbard (1160 : Parks at Wilson Creek PID petition)

EXHIBIT A continued
Exhibit A
Metes and Bounds Description of the Property

(539.914 Acres)

Being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre Survey, Abstract No. 985, J.B. Wilmeth 320 acre Survey, Abstract No. 983, the Levin Routh 640 acre Survey, Abstract No. 779 and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1182, Deed Records, Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1190, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG Nail found for the southeast corner of said Cox tract (V4122, P1182), same being in the north line of said Cox tract (V4122, P 1190), same being the southwest corner of that certain tract of land to Estate of Moses Hubbard, a called 160.586 acre tract of land, no recording information found), same being in the approximate center of an east/west asphalt road known as County Road 92 (an undedicated right-of-way);

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Cox tract (V4122, P1190), and along the approximate center of said County Road 92, and along said Estate of Moses Hubbard tract, a distance of 3522.33 feet to a MAG Nail set for a northeast corner of the herein described tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

THENCE South 00 deg. 31 min. 00 sec. West, departing said County Road 92, and along said west fence line, a distance of 216.87 feet to a fence post found for the southwest corner of said Corinth Church (Cemetery) tract;

THENCE North 89 deg. 55 min. 37 sec. East, along the south fence line of said Corinth Church (Cemetery) tract, a distance of 94.21 feet to a 1/2 inch iron rod set for the most easterly northeast corner of the herein described tract, same being the most westerly northwest corner of that certain called 52.94 acre tract of land to Trustee of the Bilinda Cox Matusek Special Trust, dated June 20, 2012, as recorded in Instrument No. 20120724000891520, Official Public Records, Collin County, Texas, and recorded in Volume 1102, Page 767, said Deed Records;

THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Cox tract (V4122, P1190), and said Bilinda Cox Matusek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod set with "PEISER & MANKIN SURV" red plastic cap (herein after referred to as 1 /2 inch iron rod set) for the southeast corner of the herein described tract and the remainder of said Bennie G. Cox tract, same being the southwest corner of said Bilinda Cox Matusek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

Attachment: Resolution Accepting the PID Petition and calling public hearing - PAWC Hubbard (1160 : Parks at Wilson Creek PID petition)

THENCE West, along the common line of said Cox tract (V4122, P1190), and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Cox tract (V4122, P1190) and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of said Cox tract (V4122, P1190), same being the southeast corner of that certain tract of land to Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

THENCE along the common line of said Cox tract, and said Celina/Coit Road tract as follows:

North 00 deg. 06 min. 46 sec. West, a distance of 1,649.88 feet to a 1/2 inch iron rod set for an angle point;

North 54 deg. 49 min. 00 sec. East, a distance of 297.00 feet to a 1/2 inch iron rod set for an angle point;

North 00 deg. 55 min. 00 sec. East, a distance of 91.10 feet to a 1/2 inch iron rod set for an angle point, said corner being a northeast corner of said Celina/Coit Road tract;

South 89 deg. 54 min. 18 sec. East, a distance of 166.57 feet to a 1/2 inch iron rod set for an angle point, said point being in a north/south wire fence;

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Cox tract (V4122, P1190), and said McKnight tract, a total distance of 1,483.98 feet to a MAG Nail set in asphalt for the northwest corner of said Cox tract (V4122, P1190), same being in the south line of aforesaid Cox tract (V4122, P1182), same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Cox tract (V4122. P1182), and said McKnight tract (V5554, P1022) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod set for an internal corner of the herein described tract and a northeast corner of said McKnight tract (V5554, P1022);

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod set for a southwest corner of said Cox tract (V4122, P1182), same being an internal corner of said McKnight tract (V5554, P1022);

North 06 deg. 24 min. 00 sec. West, a distance of 258.73 feet to a MAG Nail set in the approximate center of said County Road 92 (a northwesterly turn of said County Road 92), said corner being the south corner of that certain called 0.690 acre tract of land to Mrs. Guy R. Bunch, aka Vera M. Bunch, by deed recorded in Volume 840, Page 685, aforesaid Deed Records;

THENCE along the common line of said Cox tract (V4122, P1182), and said Bunch tract as follows:

North 06 deg. 23 min. 59 sec. West, departing said County Road 92, a distance of 321.67 feet to a 1/2 inch iron rod set;

North 79 deg. 59 min. 40 sec. West, a distance of 111.10 feet to a 1/2 inch iron rod set;

North 02 deg. 12 min. 00 sec. East, a distance of 33.30 feet to a 1/2 inch iron rod set for the northeast corner of said Bunch tract, same being at a westerly turn in said County Road 92;

West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554, P1022), and continuing along the common line of said Cox tract (V4122, P1182), and said McKnight tract (V5554, P1022), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail set for the southwest corner of said Cox tract (V4122, P1182), same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554, P1022), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

THENCE along the approximate center of said County Road 90 as follows:

North 00 deg. 20 min. 27 sec. East, along the west line of said Cox tract (V4122, P1182), and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail Set for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 267.50 feet, and a chord bearing and distance of North 08 deg. 48 min. 32 sec. East, 266.32 feet to a MAG Nail set at the approximate intersection of said County Road 90 with the approximate centerline of an east/west asphalt road commonly known as County Road 91, said corner being the southeast end of a 45' right-of-way dedication from the centerline of said County Road 90 to the West, by Copperfield Settlement, as recorded in Cabinet N, Page 737, aforesaid Deed Records, said corner being the beginning of a curve to the left having a radius of 1090.03 feet, and a delta angle of 15 deg. 28 min. 07 sec.;

In a northeasterly direction, and along said curve to the left, an arc distance of 294.28 feet, and a chord bearing and distance of North 06 deg. 01 min. 16 sec. East, 293.39 feet to a MAG Nail set;

North 02 deg. 37 min. 59 sec. East, a distance of 867.17 feet to a MAG Nail set for the beginning of a curve to the right having a radius of 971.20 feet, and a delta angle of 10 deg. 24 min. 10 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail set for

the northwest corner of the herein described tract, same being an angle point in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Cox tract (V4122, P1182), and said Willard Properties tract, a distance of 2,644.71 feet to a point in creek for the most northerly northeast corner of the herein described tract;

THENCE through the interior of said Cox tract (V4122, P1182) as follows:

South 06 deg. 56 min. 45 sec. West, 159.42 feet to a point in creek;

South 06 deg. 06 min. 28 sec. West, 131.26 feet to a point in creek;

South 04 deg. 26 min. 40 sec. East, 449.10 feet to a point in creek;

South 36 deg. 32 min. 51 sec. West, 230.27 feet to a point in creek;

South 63 deg. 49 min. 12 sec. West, 213.10 feet to a point in creek;

South 53 deg. 15 min. 53 sec. West, 244.54 feet to 1/2 inch iron rod set for an angle point;

South 24 deg. 30 min. 23 sec. West, 841.72 feet to a 1/2 inch iron rod set for an angle point;

South 05 deg. 36 min. 42 sec. West, 595.29 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 42 deg. 31 min. 48 sec.;

In a southeasterly direction, and along said non-tangent curve to the left, passing the common line of said Cox tract (V4122, P1182) and said Cox tract (V4122, P1190), and continuing through the interior of said Cox tract (V4122, P1190), a total arc distance of 1670.15 feet, and a total chord bearing and distance of South 56 deg. 13 min. 56 sec. East, 1632.07 feet to a 1/2 inch iron rod set;

THENCE North 00 deg. 09 min. 01 sec. East, continuing through the interior of said Cox tract (V4122, P1190), a distance of 160.54 feet to the POINT OF BEGINNING and containing 539.914 acres of computed land, more or less.

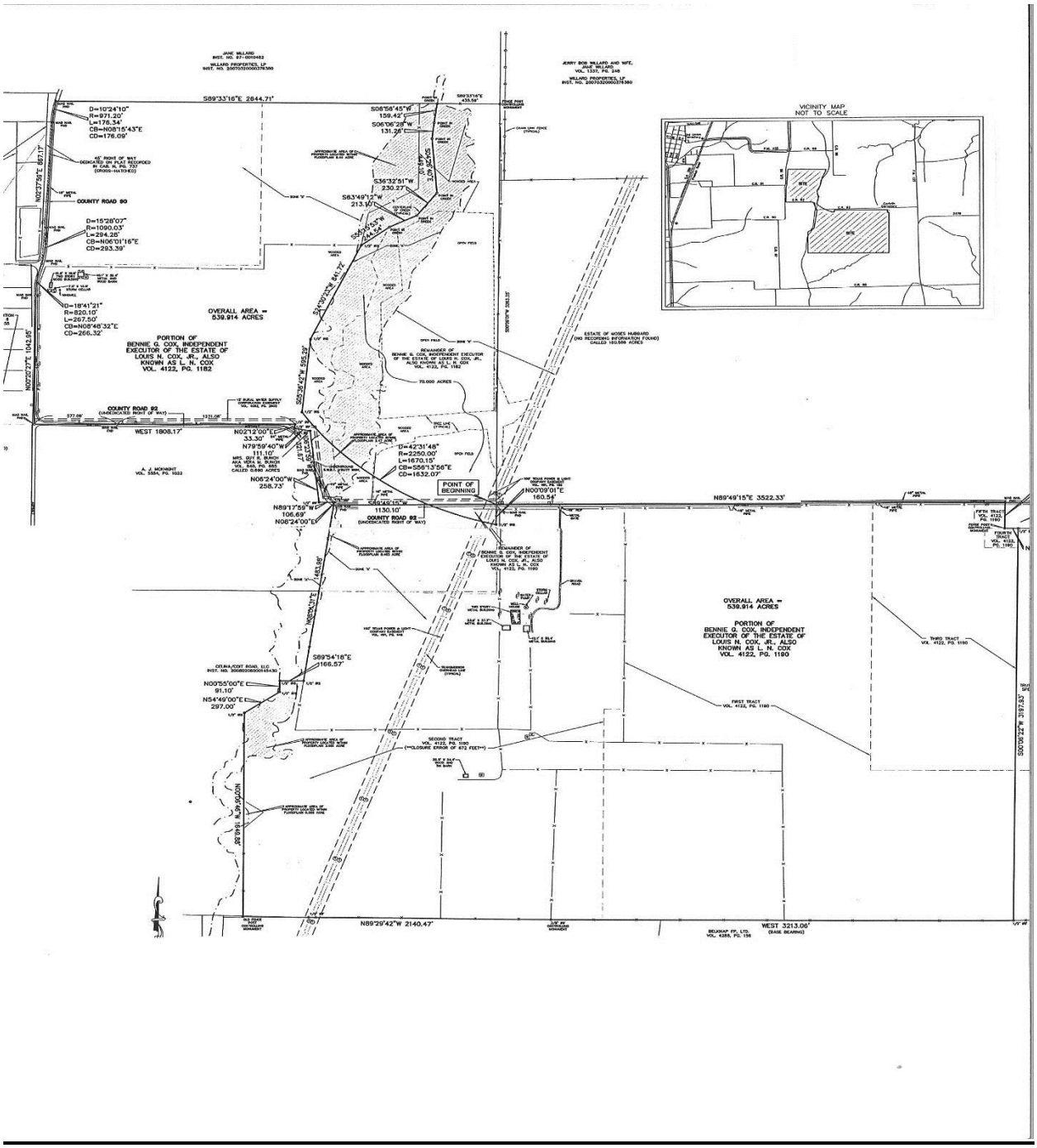
Of which, approximately 14.48 acres lies within the digitally scaled floodplain, and 2.73 acres lie within County Road 90 (assuming a width of 45 feet from the centerline) and 5.25 acres lie within County Road 92 (assuming a width of 25 feet from the centerline), leaving a net area of 517.454 acres, more or less.

Attachment: Resolution Accepting the PID Petition and calling public hearing - PAWC Hubbard (1160 : Parks at Wilson Creek PID petition)

EXHIBIT A continued

<u>Exhibit B</u>

<u>Depiction of the Property</u>



Attachment: Resolution Accepting the PID Petition and calling public hearing - PAWC Hubbard (1160 : Parks at Wilson Creek PID petition)

EXHIBIT A continued
Exhibit C
Metes and Bounds Description of the Additional Property

(160 Acres)

Being all that certain 160 acre lot tract or parcel of land situated in the Mary Howell Survey, Abstract No. 395, and being located in Collin County, Texas, and being that certain tract of land to Moses Hubbard, by Warranty Deed Recorded in Volume 5, Page 273, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG Nail found in asphalt for the southwest corner of said Hubbard tract, same being the approximate center of an east/west asphalt road commonly known as County Road 92 (an undedicated prescriptive public right-of-way at this point), same being the northwest corner of that certain tract of land to The Parks at Wilson Creek, L.P., by deed recorded under Instrument Number 20130830001229380, Official Public Records, Collin County, Texas, same being in the east line of that certain tract of land to City of Celina, by deed recorded under Instrument Number 20130830001229430, said Official Public Records;

THENCE North 00 deg. 09 min. 01 sec. East, along the common line of said Hubbard tract and said Celina tract, a distance of 2636.62 feet to a 1/2 inch iron rod set for the Northwest corner of said Hubbard tract from which a 1/2 inch iron rod found bears North 89 deg. 18 min. 43 sec. East, 15.61 feet, same being the Southwest corner of that certain tract of land conveyed to Jerry Bob Willard and Wife, Jane Willard, by deed recorded in Volume 1337, Page 248, aforesaid Deed Records;

THENCE North 89 deg. 18 min. 43 sec. East, along the common line of said Hubbard tract and said Willard tract, a distance of 2669.84 feet to a Bois D' arc fence post found for the Northeast corner of said Hubbard tract, same being the Southeast corner of said Willard tract, same being in the West line of that certain tract of land conveyed to Charles F. Mullaney, no deed recording information found;

THENCE along the common line of said Hubbard tract and said Mullaney tract as follows:

South 03 deg. 42 min. 25 sec. West, a distance of 242.79 feet to a point for angle point;

South 02 deg. 46 min. 12 sec. West, a distance of 170.00 feet to a Bois D'arc fence post found for angle point;

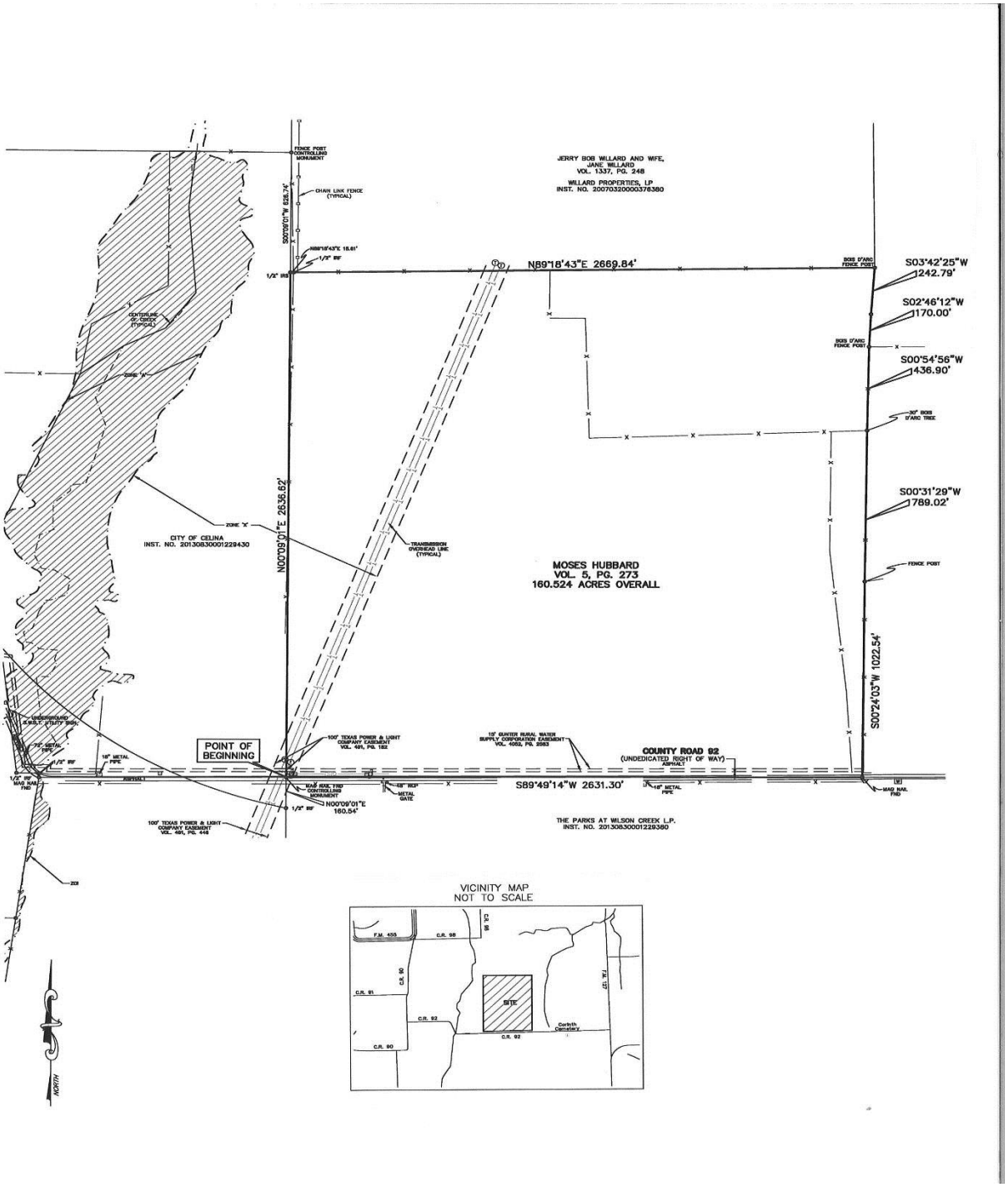
South 00 deg. 54 min. 56 sec. West, a distance of 436.90 feet to a 30" Bois D'arc tree found for angle point;

South 00 deg. 31 min. 29 sec. West, a distance of 789.02 feet to a fence post found for angle point;

South 00 deg. 24 min. 03 sec. West, a distance of 1022.54 feet to a mag nail found in asphalt for the Southeast corner of said Hubbard tract, same being the Southwest corner of said Mullaney tract, same being in the approximate center of aforesaid County Road 92, same being in the North line of aforesaid Wilson Creek tract;

THENCE South 89 deg. 49 min. 14 sec. West, along the common line of said Hubbard tract, said Wilson Creek tract, and the approximate center of said County Road 92, a distance of 2631.30 feet to the POINT OF BEGINNING and containing 160.524 acres of computed land, more or less.

EXHIBIT A continued
<u>Exhibit D</u>
<u>Depiction of the Additional Property</u>



Attachment: Resolution Accepting the PID Petition and calling public hearing - PAWC Hubbard (1160 : Parks at Wilson Creek PID petition)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Celina, Texas ("Celina"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by The Parks at Wilson Creek, L.P., a Texas limited liability company, (the "Petitioner"), requesting that Celina create The Parks at Wilson Creek Public Improvement District (the "District") to include property owned by the Petitioner in the ETJ.

Time and Place of the Hearing. The public hearing will start at 5:00 p.m. August 11, 2015 at First United Methodist Church, 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act"), that are necessary for the development of the property within the District, which public improvements may include: street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and similar items located therein; sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; payment of costs associated with operating and maintaining the public improvements listed above; and payment of costs associated with developing and financing the public improvements listed above, and costs of establishing, administering, and operating the District (the "Authorized Improvements.")

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is $70,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately 699.914 acres of land generally located north of County Road 88, east of County Road 90, south of County Road 98, and west of Custer Road, and as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

Proposed Method of Assessment. Celina shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly

benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and Celina. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to it as developer of the District.

Attachment: Resolution Accepting the PID Petition and calling public hearing - PAWC Hubbard (1160 : Parks at Wilson Creek PID petition)

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE ETJ OF THE CITY OF CELINA, TEXAS,
FOR THE PARKS AT WILSON CREEK DEVELOPMENT

The Parks at Wilson Creek, L.P., a Texas limited liability company (the "Owner") submitted and filed with the City Secretary of the City of Celina, Texas (the "City") a "Petition for the Dissolution of The Parks at Wilson Creek Public Improvement District within the ETJ of the City of Celina, Texas, Subject to the Creation of a New Public Improvement District for The Parks at Wilson Creek Development" (the "Dissolution Petition") pursuant to Section 372.011 of Chapter 372, Texas Local Government Code, as amended (the "Act"). This petition (the "Creation Petition") is submitted and filed with the City Secretary of the City by the Owner and the Estate of Moses Hubbard (the "Additional Property Owner"), requesting that the City, subject to the dissolution of the existing The Parks at Wilson Creek Public Improvement District as requested in the Dissolution Petition and in accordance with the Act, create a public improvement district (the "District") to include the property owned by the Owner and located within the extraterritorial jurisdiction of the City and more particularly described in **Exhibit A** and depicted in **Exhibit B** (the "Original Property"), and the property owned by the Additional Property Owner and located within the extraterritorial jurisdiction of the City and more particularly described in **Exhibit C** and depicted in **Exhibit D** (the "Additional Property", and together with the Original Property, the "Property").

In support of this Petition, the Owner and the Additional Property Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to, water and wastewater system improvements, roadway improvements, right-of-way acquisition, and other improvement projects (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner and the Additional Property Owner estimate that the cost to design, acquire, and construct the Authorized Improvements is $70,000,000.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

Section 6. Management of the District. The Owner and the Additional Property Owner propose that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. Owner and Additional Property Owner Request Establishment of the District. The persons signing this Petition request the establishment of the District.

Section 8. Advisory Board. The Owner and the Additional Property Owner propose that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

RESPECTFULLY SUBMITTED, on this the 17th day of June, 2015.

OWNER

THE PARKS AT WILSON CREEK, L.P.,
A Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
A Texas limited liability company,
Its General Partner

By: _____
James J. Melino, Manager

Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

RESPECTFULLY SUBMITTED, on this the ____ day of June, 2015.

ADDITIONAL PROPERTY OWNER

ESTATE OF MOSES HUBBARD

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

Exhibit A

Metes and Bounds Description of the Original Property

(539.914 Acres)

Being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre Survey, Abstract No. 985, J.B. Wilmeth 320 acre Survey, Abstract No. 983, the Levin Routh 640 acre Survey, Abstract No. 779 and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1182, Deed Records, Collin County, Texas, and being a portion of that certain tract of land to Bennie G. Cox, Independent Executor of the Estate of Louis N. Cox, Jr., also known as L.N. Cox, by Warranty Deed Recorded in Volume 4122, Page 1190, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG Nail found for the southeast corner of said Cox tract (V4122, P1182), same being in the north line of said Cox tract (V4122, P 1190), same being the southwest corner of that certain tract of land to Estate of Moses Hubbard, a called 160.586 acre tract of land, no recording information found), same being in the approximate center of an east/west asphalt road known as County Road 92 (an undedicated right-of-way);

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Cox tract (V4122, P1190), and along the approximate center of said County Road 92, and along said Estate of Moses Hubbard tract, a distance of 3522.33 feet to a MAG Nail set for a northeast corner of the herein described tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

THENCE South 00 deg. 31 min. 00 sec. West, departing said County Road 92, and along said west fence line, a distance of 216.87 feet to a fence post found for the southwest corner of said Corinth Church (Cemetery) tract;

THENCE North 89 deg. 55 min. 37 sec. East, along the south fence line of said Corinth Church (Cemetery) tract, a distance of 94.21 feet to a 1/2 inch iron rod set for the most easterly northeast corner of the herein described tract, same being the most westerly northwest corner of that certain called 52.94 acre tract of land to Trustee of the Bilinda Cox Matusek Special Trust, dated June 20, 2012, as recorded in Instrument No. 20120724000891520, Official Public Records, Collin County, Texas, and recorded in Volume 1102, Page 767, said Deed Records;

Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Cox tract (V4122, P1190), and said Bilinda Cox Matusek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod set with "PEISER & MANKIN SURV" red plastic cap (herein after referred to as 1 /2 inch iron rod set) for the southeast corner of the herein described tract and the remainder of said Bennie G. Cox tract, same being the southwest corner of said Bilinda Cox Matusek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

THENCE West, along the common line of said Cox tract (V4122, P1190), and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Cox tract (V4122, P1190) and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of said Cox tract (V4122, P1190), same being the southeast corner of that certain tract of land to Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

THENCE along the common line of said Cox tract, and said Celina/Coit Road tract as follows:

North 00 deg. 06 min. 46 sec. West, a distance of 1,649.88 feet to a 1/2 inch iron rod set for an angle point;

North 54 deg. 49 min. 00 sec. East, a distance of 297.00 feet to a 1/2 inch iron rod set for an angle point;

North 00 deg. 55 min. 00 sec. East, a distance of 91.10 feet to a 1/2 inch iron rod set for an angle point, said corner being a northeast corner of said Celina/Coit Road tract;

South 89 deg. 54 min. 18 sec. East, a distance of 166.57 feet to a 1/2 inch iron rod set for an angle point, said point being in a north/south wire fence;

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Cox tract (V4122, P1190), and said McKnight tract, a total distance of 1,483.98 feet to a MAG Nail set in asphalt for the northwest corner of said Cox tract (V4122, P1190), same being in the south line of aforesaid Cox tract (V4122, P1182), same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Cox tract (V4122. P1182), and said McKnight tract (V5554, P1022) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod set for an internal corner of the herein described tract and a northeast corner of said McKnight tract (V5554, P1022);

Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod set for a southwest corner of said Cox tract (V4122, P1182), same being an internal corner of said McKnight tract (V5554, P1022);

North 06 deg. 24 min. 00 sec. West, a distance of 258.73 feet to a MAG Nail set in the approximate center of said County Road 92 (a northwesterly turn of said County Road 92), said corner being the south corner of that certain called 0.690 acre tract of land to Mrs. Guy R. Bunch, aka Vera M. Bunch, by deed recorded in Volume 840, Page 685, aforesaid Deed Records;

THENCE along the common line of said Cox tract (V4122, P1182), and said Bunch tract as follows:

North 06 deg. 23 min. 59 sec. West, departing said County Road 92, a distance of 321.67 feet to a 1/2 inch iron rod set;

North 79 deg. 59 min. 40 sec. West, a distance of 111.10 feet to a 1/2 inch iron rod set;

North 02 deg. 12 min. 00 sec. East, a distance of 33.30 feet to a 1/2 inch iron rod set for the northeast corner of said Bunch tract, same being at a westerly turn in said County Road 92;

West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554, P1022), and continuing along the common line of said Cox tract (V4122, P1182), and said McKnight tract (V5554, P1022), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail set for the southwest corner of said Cox tract (V4122, P1182), same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554, P1022), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

THENCE along the approximate center of said County Road 90 as follows:

North 00 deg. 20 min. 27 sec. East, along the west line of said Cox tract (V4122, P1182), and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail Set for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 267.50 feet, and a chord bearing and distance of North 08 deg. 48 min. 32 sec. East, 266.32 feet to a MAG Nail set at the approximate intersection of said County Road 90 with the approximate centerline of an east/west asphalt road commonly known as County Road 91, said corner being the southeast end of a 45' right-of-way dedication from the centerline of said County Road 90 to the West, by Copperfield Settlement, as recorded in Cabinet N, Page 737, aforesaid Deed Records, said corner being the beginning of a curve to the left having a radius of 1090.03 feet, and a delta angle of 15 deg. 28 min. 07 sec.;

In a northeasterly direction, and along said curve to the left, an arc distance of 294.28 feet, and a chord bearing and distance of North 06 deg. 01 min. 16 sec. East, 293.39 feet to a MAG Nail set;

North 02 deg. 37 min. 59 sec. East, a distance of 867.17 feet to a MAG Nail set for the beginning of a curve to the right having a radius of 971.20 feet, and a delta angle of 10 deg. 24 min. 10 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail set for the northwest corner of the herein described tract, same being an angle point in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Cox tract (V4122, P1182), and said Willard Properties tract, a distance of 2,644.71 feet to a point in creek for the most northerly northeast corner of the herein described tract;

THENCE through the interior of said Cox tract (V4122, P1182) as follows:

South 06 deg. 56 min. 45 sec. West, 159.42 feet to a point in creek;

South 06 deg. 06 min. 28 sec. West, 131.26 feet to a point in creek;

South 04 deg. 26 min. 40 sec. East, 449.10 feet to a point in creek;

South 36 deg. 32 min. 51 sec. West, 230.27 feet to a point in creek;

South 63 deg. 49 min. 12 sec. West, 213.10 feet to a point in creek;

South 53 deg. 15 min. 53 sec. West, 244.54 feet to 1/2 inch iron rod set for an angle point;

South 24 deg. 30 min. 23 sec. West, 841.72 feet to a 1/2 inch iron rod set for an angle point;

South 05 deg. 36 min. 42 sec. West, 595.29 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 42 deg. 31 min. 48 sec.;

Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

In a southeasterly direction, and along said non-tangent curve to the left, passing the common line of said Cox tract (V4122, P1182) and said Cox tract (V4122, P1190), and continuing through the interior of said Cox tract (V4122, P1190), a total arc distance of 1670.15 feet, and a total chord bearing and distance of South 56 deg. 13 min. 56 sec. East, 1632.07 feet to a 1/2 inch iron rod set;

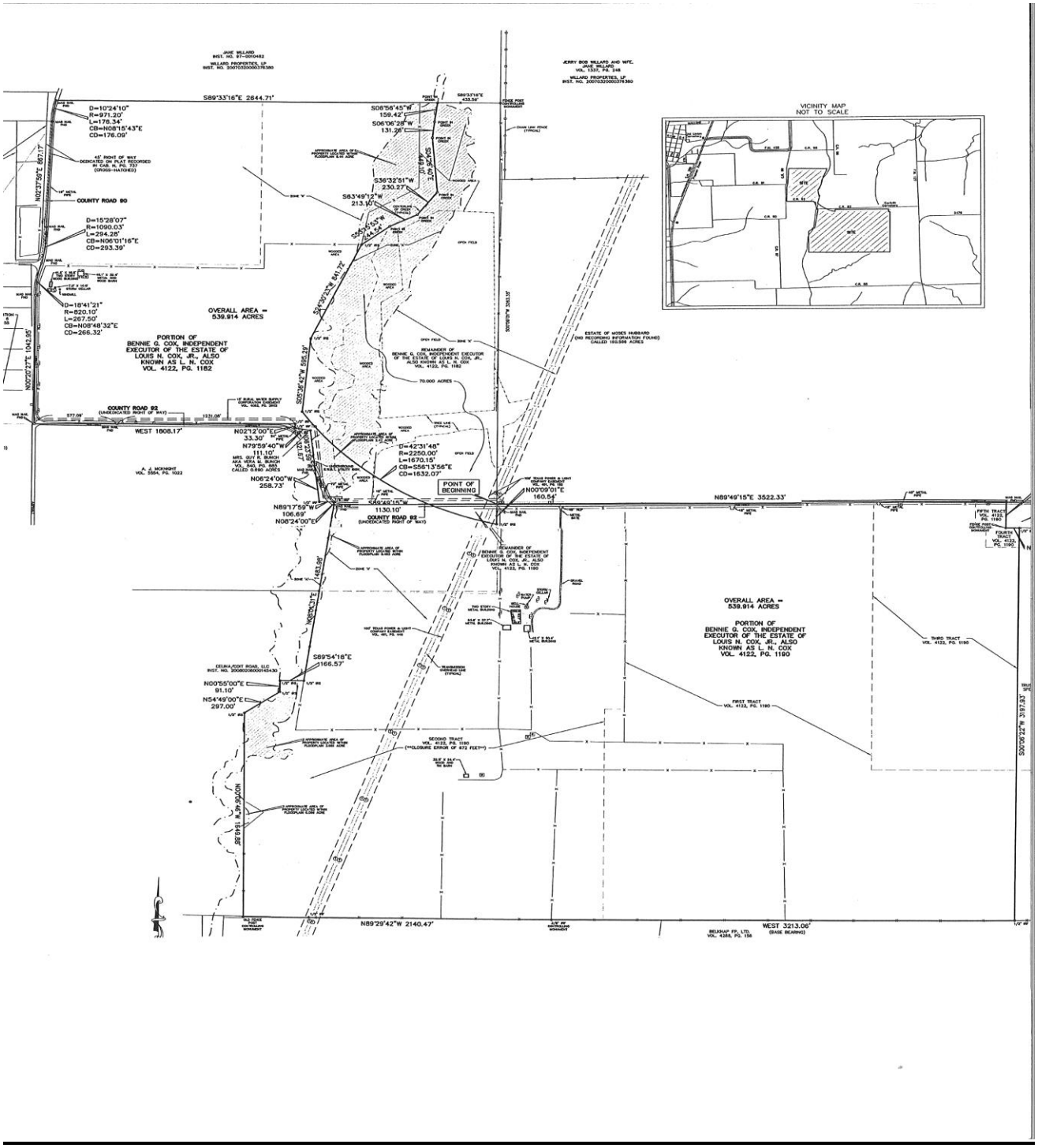
THENCE North 00 deg. 09 min. 01 sec. East, continuing through the interior of said Cox tract (V4122, P1190), a distance of 160.54 feet to the POINT OF BEGINNING and containing 539.914 acres of computed land, more or less.

Of which, approximately 14.48 acres lies within the digitally scaled floodplain, and 2.73 acres lie within County Road 90 (assuming a width of 45 feet from the centerline) and 5.25 acres lie within County Road 92 (assuming a width of 25 feet from the centerline), leaving a net area of 517.454 acres, more or less.

Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

Exhibit B

Depiction of the Original Property



Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

Exhibit C

Metes and Bounds Description of the Additional Property

(160 Acres)

Being all that certain 160 acre lot tract or parcel of land situated in the Mary Howell Survey, Abstract No. 395, and being located in Collin County, Texas, and being that certain tract of land to Moses Hubbard, by Warranty Deed Recorded in Volume 5, Page 273, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG Nail found in asphalt for the southwest corner of said Hubbard tract, same being the approximate center of an east/west asphalt road commonly known as County Road 92 (an undedicated prescriptive public right-of-way at this point), same being the northwest corner of that certain tract of land to The Parks at Wilson Creek, L.P., by deed recorded under Instrument Number 20130830001229380, Official Public Records, Collin County, Texas, same being in the east line of that certain tract of land to City of Celina, by deed recorded under Instrument Number 20130830001229430, said Official Public Records;

THENCE North 00 deg. 09 min. 01 sec. East, along the common line of said Hubbard tract and said Celina tract, a distance of 2636.62 feet to a 1/2 inch iron rod set for the Northwest corner of said Hubbard tract from which a 1/2 inch iron rod found bears North 89 deg. 18 min. 43 sec. East, 15.61 feet, same being the Southwest corner of that certain tract of land conveyed to Jerry Bob Willard and Wife, Jane Willard, by deed recorded in Volume 1337, Page 248, aforesaid Deed Records;

THENCE North 89 deg. 18 min. 43 sec. East, along the common line of said Hubbard tract and said Willard tract, a distance of 2669.84 feet to a Bois D' arc fence post found for the Northeast corner of said Hubbard tract, same being the Southeast corner of said Willard tract, same being in the West line of that certain tract of land conveyed to Charles F. Mullaney, no deed recording information found;

THENCE along the common line of said Hubbard tract and said Mullaney tract as follows:

South 03 deg. 42 min. 25 sec. West, a distance of 242.79 feet to a point for angle point;

South 02 deg. 46 min. 12 sec. West, a distance of 170.00 feet to a Bois D'arc fence post found for angle point;

South 00 deg. 54 min. 56 sec. West, a distance of 436.90 feet to a 30" Bois D'arc tree found for angle point;

South 00 deg. 31 min. 29 sec. West, a distance of 789.02 feet to a fence post found for angle point;

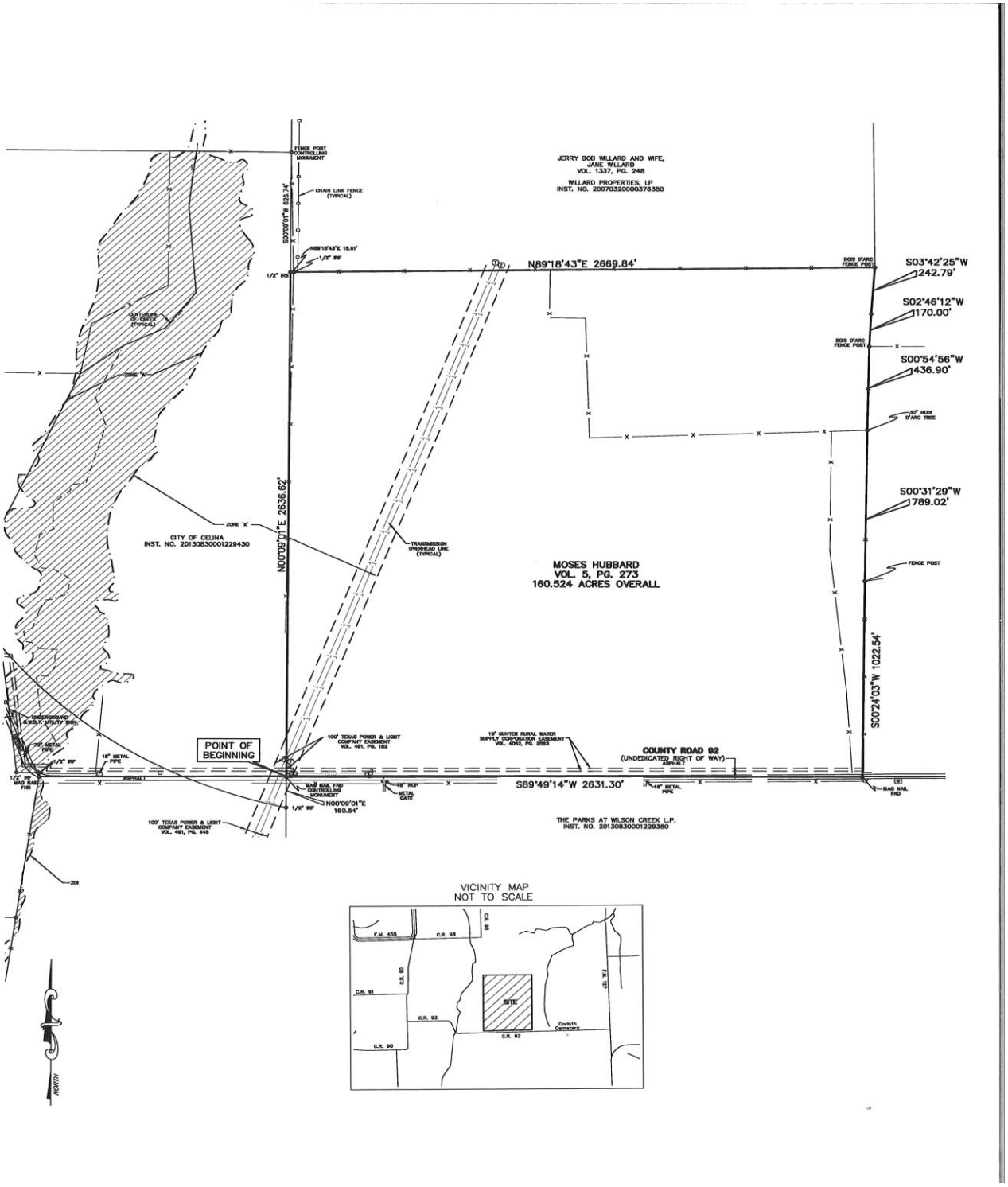
South 00 deg. 24 min. 03 sec. West, a distance of 1022.54 feet to a mag nail found in asphalt for the Southeast corner of said Hubbard tract, same being the Southwest corner of said Mullaney tract, same being in the approximate center of aforesaid County Road 92, same being in the North line of aforesaid Wilson Creek tract;

THENCE South 89 deg. 49 min. 14 sec. West, along the common line of said Hubbard tract, said Wilson Creek tract, and the approximate center of said County Road 92, a distance of 2631.30 feet to the POINT OF BEGINNING and containing 160.524 acres of computed land, more or less.

Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

Exhibit D

Depiction of the Additional Property



Attachment: PID Petition - The Parks at Wilson Creek (1160 : Parks at Wilson Creek PID petition)

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Meritorious Exception request for signage from Light Farms.

Action Requested:

Consider and act upon a Meritorious Exception request for signage from Light Farms for a wrap on a screening wall. Liebman

Background Information:

The applicant is requesting a meritorious exception for a sign on their screening wall. The Code of Ordinances allows applicants to request a meritorious exception for signs that do not meet the City's signage standards but do have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment.

Light Farms is requesting a meritorious exception in order to place a wrap along the length of a screening wall to be erected during the construction of Phase 5. Their intent is to provide advertising for their development.

The City's 2003 sign code revision extended the City's sign regulations into the City's ETJ, and the City's agreement with Light Farms includes signage standards tailored specifically for their subdivision. The sign proposal does not meet either the City's sign code or the sign standards contained within the Light Farms agreement.

The applicant has promised staff that the sign will only be in place during the construction of the subdivision's public improvements and infrastructure. The wrap will be taken down prior to construction of houses to be sold to a future homeowner, and the Planning and Zoning Commission has recommended that the wrap be removed no later than June 1, 2016.

The wrap will front onto a street owned and maintained by the Municipal Utility District "MUD" aka Light Farms. Additionally, the proposed signage will predominately be visible inside of the development and will not face a City or County owned and maintained street.

Staff feels that the applicant's proposal meets the intent of the meritorious exception criteria since it may not fit within the confines of the City's signage code but does strive to create a creative and positive contribution to the visual environment.

Staff recommends that the exception be approved with the understanding that this initial request is to operate as a trial run or proof of concept for the wall wrap proposal. If after the sign is erected staff finds that the contribution to the visual environment is not a positive one then staff

will recommend any similar requests be denied in the future.

Board Review/Citizen Input:

The Celina Planning and Zoning Commission recommended approval "4, yes (Haley, Waina, Terry, Schmitt) - 2, no ("Barley, Hangartner) on the condition that the wrap be removed no later than June 1, 2016.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Meritorious Exception request letter
- Proposed sign copy
- Proposed layout exhibit

Staff Recommendation:

Staff recommends that the exception be approved with P&Z's recommendation that the sign be removed prior to June 1, 2016 and with the understanding that this initial request is to operate as a trial run or proof of concept for the wall wrap proposal. If after the sign is erected staff finds that the contribution to the visual environment is not a positive one then staff will recommend any similar requests be denied in the future.

REPUBLIC PROPERTY GROUP

To: City of Celina
Ms. Helen-Eve Liebman, Director of Planning & Development Services

CC: Mr. Mike Foreman, City Manager
Mr. Gabe Johnson, City Engineer

From: Republic Property Group

Date: May 9, 2015

Subject: Meritorious Exemption – City Sign Ordinance

Ms. Liebman,

As the developer of Light Farms, we are requesting a meritorious exemption to **Section 3.07.018.23 – Wall Signs**, of the Celina Sign Ordinance. In particular, we are asking that the city allow for a wall sign to be permitted inside a residential zoning district.

The reason for this exemption is to attach a temporary wall sign on a permanent thin wall structure (in some areas there will be chain-link in lieu of thin wall). This sign will serve as an innovative construction barrier to traffic as they enter the community, as well as a welcoming and informative tool to potential buyers. We will utilize the sign to advertise home pricing, amenity features, fun facts, and graphics.

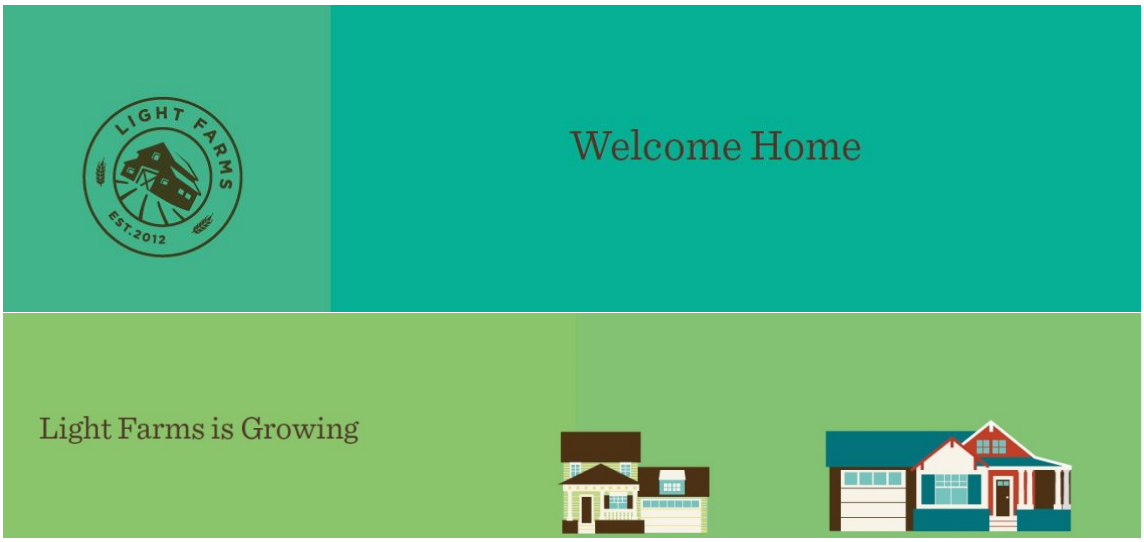
The sign will be temporary, and will be de-constructed once the Hawthorne, Lakeview and Hazel subdivisions directly to the south are completed. We anticipate this to be Spring 2016.

Brian Hunnicutt
Director of Planning
Republic Property Group

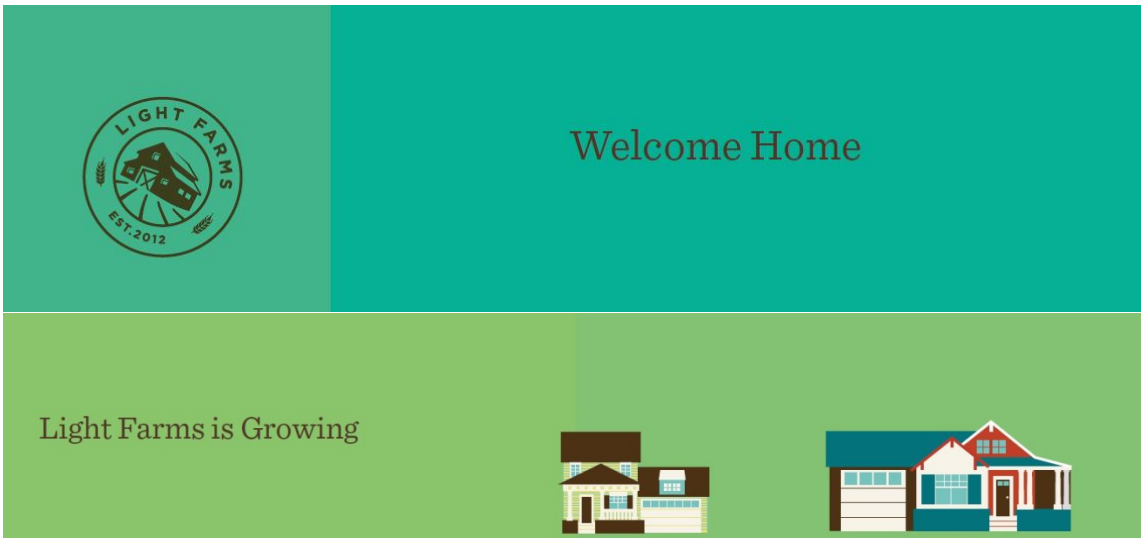
Signed

5/9/15
Dated

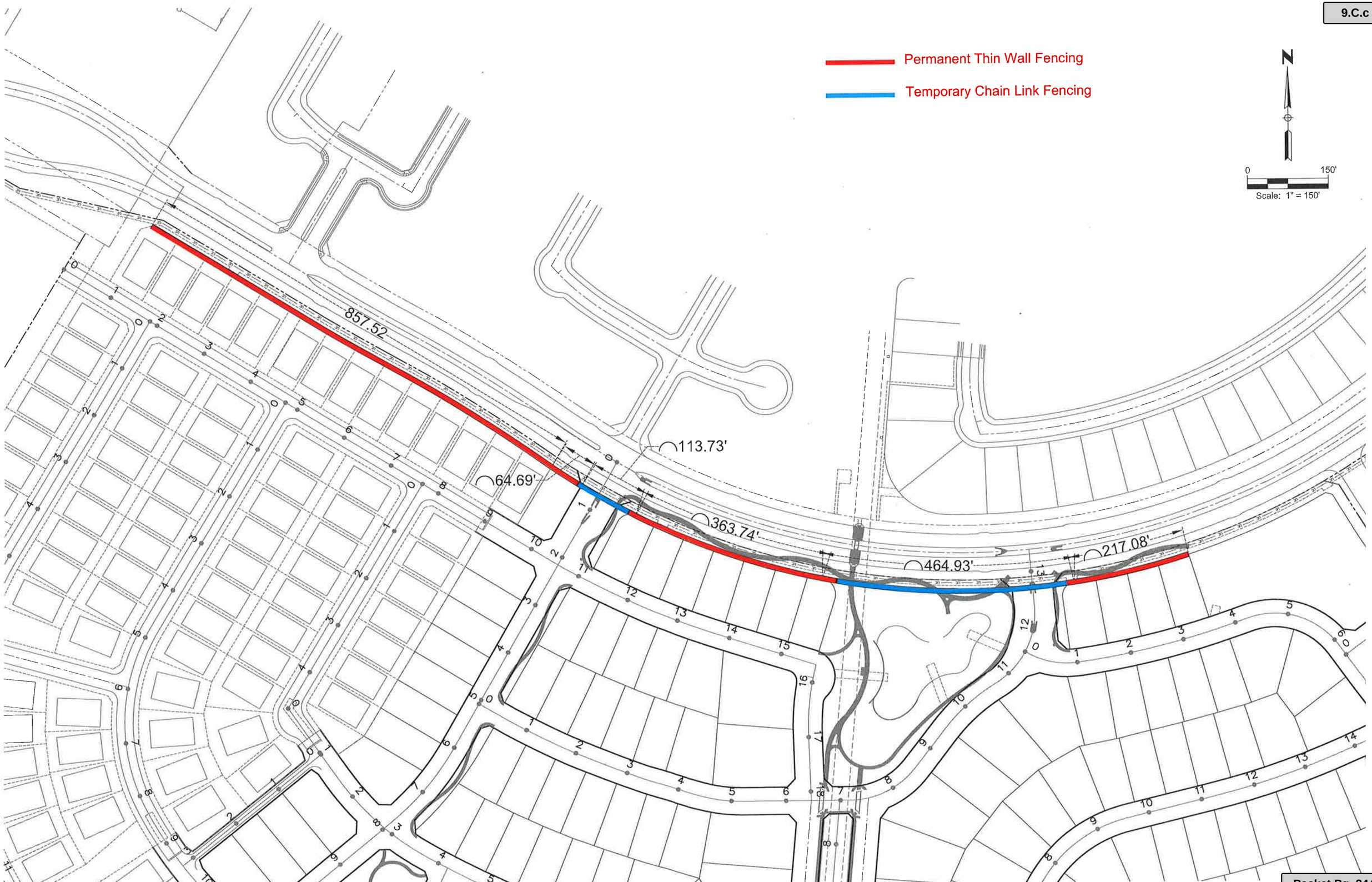
Attachment: Request Letter (1138 : Light Farms Screening Wall Sign)



Attachment: Request Letter (1138 : Light Farms Screening Wall Sign)



Attachment: sign picture (1138 : Light Farms Screening Wall Sign)



Attachment: Layout (1138 : Light Farms Screening Wall Sign)

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: Park land purchase at Parks of Wilson Creek and interlocal agreement with Collin County

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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 agreement with Collin County for the acquisition of park land and authorize the City Manager to purchase 30.778 acres for a maximum price of $984,896. Montgomery

Background Information:

In October 2014 the City was awarded $300,000 in grant funds to purchase open space near Light Farms. Due to unforeseen circumstances the City was not able to complete this transaction. This money has been reallocated to purchase an additional 30 acres at the park at Parks of Wilson Creek. The City purchased 70 acres at this same location in 2013. The reallocation of this grant was approved by the CDC on 6/10/15. The Collin County Commissioner's Count approved the Interlocal Agreement on 7/6/2015.

Financial Considerations:

The total price of the land is $984,896. The County grant will cover $300,000. The Celina EDC has committed $40,000 and CDC $80,000. Thus the City will be responsible for a maximum of $564,896. The City has these funds ready and available from previous development agreements.

Staff Recommendation:

Approve

INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
CITY OF CELINA

WHEREAS, the County of Collin, Texas ("County") and the City of Celina ("City") desire to enter into an Agreement concerning the acquisition of land in the City of Celina, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the land acquisition may be performed most economically by implementing this Agreement; and

WHEREAS, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan;

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to purchase land on the east side of the Parks of Wilson Creek located on the north side of County Road 92, hereinafter called the "Project". The Project shall consist of the acquisition of property identified in Exhibit "A".

ARTICLE II.

The City shall prepare and execute all documents necessary to purchase land and in such activities, shall comply with all state statutory requirements. The City shall supply the County with a copy of the executed documents. Changes to the project which alter the initial funding request referenced in Exhibit "A" must be reviewed by The Parks Foundation Advisory Board and approved by Commissioners Court.

Attachment: City of Celina - Parks of Wilson Creek Land Acquisition (Interlocal Agreement) (1180 : 2014 Collin County Grant)

ARTICLE III.

The City will not expend funds to acquire easements or real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of land identified for purchase to be $984,896.00. The County agrees to fund a portion of the purchase price in an amount not to exceed **$300,000.00** as shown on Exhibit "A". The County shall remit payment to the City for land purchases after closing. The City shall provide the County a copy of closing documents indicating the final purchase price and a copy of the deed(s) showing the City received ownership of such land.

ARTICLE V.

Collin County's participation in this project shall not exceed $300,000.00 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VI.

Upon development of the property, the City shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 Parks and Open Space Bond Program. The City shall also provide **quarterly progress reports** in electronic format to the contact identified on Exhibit "A". Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including the City's match, in-kind services or donations for the project. All projects for which the County has provided funds through its 2007 Parks and Open Space Bond Program must remain open and accessible to all County residents.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

The City acknowledges that the County's source of funding for the property acquisition is 2007 Parks and Open Space Bonds. The City further acknowledges that property acquired with these funds must be utilized for Parks and Open Space purposes and be available for use by all county citizens.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

Attachment: City of Celina - Parks of Wilson Creek Land Acquisition (Interlocal Agreement) (1180 : 2014 Collin County Grant)

ARTICLE XIV.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XV.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

By:_____
Name:_____
Title:_____
Date:_____

COUNTY OF COLLIN, TEXAS

By:_____
Name: Keith Self
Title: County Judge
Date:_____
Executed on this ____ day of_____, 201 __, by the County of Collin, pursuant to Commissioners' Court Order No._____.

ATTEST:

By:_____
Name:
Title:
Date:_____

CITY OF CELINA

By:_____
Name:
Title:
Date:_____
Executed on behalf of the City of Celina pursuant to City Council Resolution No._____

APPROVED AS TO FORM:

By:_____
Name:
Title:
Date:_____

Attachment: City of Celina - Parks of Wilson Creek Land Acquisition (Interlocal Agreement) (1180 : 2014 Collin County Grant)

EXHIBIT "A"

The County will provide funding assistance for the following:

- Approximately 30 acres of land depicted on Exhibit "B" (Attached)

Total funding **$300,000.00**

Contact Information

Request for reimbursement submitted to:

Collin County Special Projects
Teresa Nelson
4690 Community Avenue, Suite 200
McKinney, Texas 75071
972-548-3744

Submission of electronic photos and quarterly reports:

Teresa Nelson
tnelson@collincountytexas.gov

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: _____

Address: _____

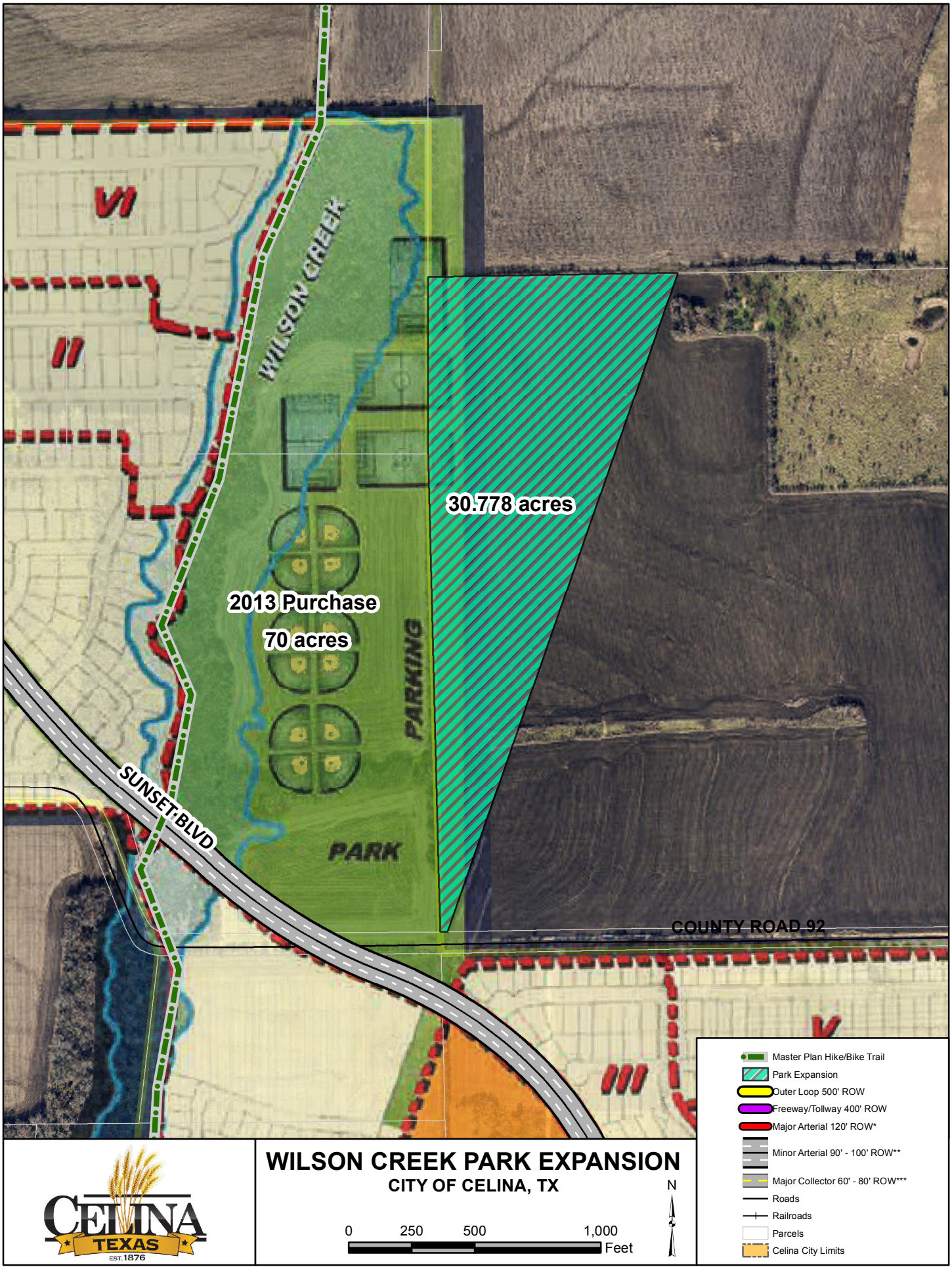
_____

Phone: _____

Fax: _____

Email:_____

Attachment: City of Celina - Parks of Wilson Creek Land Acquisition (Interlocal Agreement) (1180 : 2014 Collin County Grant)



Attachment: Exhibit B (Map of Park Land) (1180 : 2014 Collin County Grant)

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Mike Foreman, City Manager
Date: July 14, 2015
Re: 380 grant agreement between The City of Celina, Texas and First Texas Homes, Inc.

Action Requested:

Consider and act upon an a Chapter 380 grant agreement between The City of Celina, Texas and First Texas Homes, Inc., acting by and through their respective authorized officers and representatives. Montgomery

Background Information:

First Texas Homes currently builds and will continue to build hundreds of homes in Celina. Currently, the City does not receive any sales tax off of the building materials they purchase outside of the City. This 380 agreement would allow the City to receive 20% of its sales tax and for the CDC and EDC to receive 100% of its sales tax that are spent on building materials outside of Celina.

Financial Considerations:

80% rebate of City sales tax on building materials purchased outside of Celina to First Texas Homes

Legal Review:

Reviewed and approved by City Attorney

Supporting Documents:

Purposed agreement

Staff Recommendation:

Approve

CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND FIRST TEXAS HOMES, INC.

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City", also referred to as "Grantor") and First Texas Homes, Inc. (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Celina ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

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

"City" and "Grantor" shall mean The City of Celina, Texas, or those areas outside of the corporate limits which are subject to the imposition of sale and use taxes under a Strategic Partnership Agreement executed pursuant to Chapter 43 of the Texas Local Government Code.

"Company" shall mean First Texas Homes, Inc.

"Commencement Date" shall mean July 1, 2015.

"Effective Date" shall mean July 1, 2015.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.
"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2015 following the Effective Date. For illustration purposes, assume the Effective Date is July 1, 2015 then the first Grant Period would begin on July 1, 2015 and continue through and include December 31, 2015. The next Grant Period would begin on January 1, 2016 and continue through and include June 30, 2016. The final Grant Period for the initial 10-year term of the Agreement would be from January 1, 2025 and end on June 30, 2025.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II
TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period. 2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement. 2.03 This

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance with: (a) all of the terms and conditions of this Agreement, and (b) all of the City's codes, rules and regulations regarding the development of property within the City's corporate limits and ETJ, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing July 1, 2015. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on July 1, 2015 and continues through and includes December 31, 2015. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2016 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars ($5,000.00), then the amount of the first Grant would be Four Thousand Dollars ($4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the calendar month immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grand Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and

b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V
TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;

(c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);

(d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;

(e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;

(g) expiration of the term, or any subsequent renewal of the term.

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

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

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for City, to:

Attn: Mike Foreman
Celina City Manager
142 N. Ohio St.
Celina, TX 75009

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

With a copy to:

Attn:

If intended for the Company:

Attn: Kristy Murday
Controller
First Texas Homes, Inc.
500 Crescent Court, Suite 350
Dallas, TX 75201

With a copy to:

Attn:

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

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

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

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

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

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Celina, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

EXECUTED as of the ____ day of _____, 2015.

THE CITY OF CELINA, TEXAS

By: _____
Mike Foreman, City Manager

ATTEST:

_____
City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2015.

By: First Texas Homes, Inc.
a Texas corporation

By:_____
Name: Kristy Murday
Title: Controller

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
CITY OF CELINA §

This instrument was acknowledged before me on the _____ day of _____, 2015 by Mike Foreman, City Manager of The City of Celina, Texas, on behalf of said city.

_____

Name:
_____

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
§
CITY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2015 by Kristy Murday, Controller of First Texas Homes, Inc., a Texas corporation, on behalf of said company.

_____

Name:_____

Notary Public - State of Texas

My commission expires: ____

Attachment: 380 Agreement with First Texas Homes_FINAL_06.17.15 (1183 : 380 First Texas)