



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, JUNE 13, 2017 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Planning and Development Services New Employee Introductions (Liebman)
- B. Old Town Residential Worksession Discussion (Liebman)
- C. Discussion regarding City Hall remodel (Toutounchian)
- D. Discussion regarding any and/or all agenda items.

III. EXECUTIVE SESSION:

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

pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, and

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

- A. City Manager
- B. Discussion regarding Southeast Sector Water Projects – Acquisitions and Easements. (Johnson)
- C. Discussion regarding the Marilee Special Utility District Certificate of Convenience and Necessity. (Petty)
- D. Discussion Regarding the proposed Cambridge Crossing Public Improvement District. (Cambridge Crossing)
- F. Discussion on the Amended and Restated Sutton Fields Development Agreement. (Sutton Fields II)

- G. City Council Discussion regarding the Amended Sutton Fields II Public Improvement District Service and Assessment Plan. (Sutton Fields II)
- H. Discussion regarding private developer and city joint participation in the funding of the Frontier Parkway grade separated structure. (Petty)

Reconvene into Open Session

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

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

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

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

A. Minutes Approval:

- 1. City Council - Regular Meeting - May 9, 2017 5:00 PM
- 2. City Council - Canvass - May 17, 2017 8:30 AM
- 3. City Council - Worksession - May 18, 2017 5:00 PM
- 4. City Council - Special Meeting - May 25, 2017 4:05 PM

- B. Consider and act on a Final Plat for Light Farms Way Extension and Doe Branch Regional Park, being ±87.51 acres of land situated in the John Ragsdale Survey, Abstract No. 734 and Collin County Land Survey No. 14, Abstract No. 167, Collin County, Texas, containing four (4) recreational lots, and one (1) amenity center lot. The property is generally located east of Dallas North Tollway, west of BNSF Railroad, and north of Frontier Parkway. (Light Farms Way Extension Final Plat) (Liebman)

- C. Consider and act upon a Resolution setting a date, time, and place (Tuesday, July 11, 2017 at 5:00 p.m. & Tuesday, July 11, 2017 at 5:05 p.m.) at 112 N. Colorado St., Celina, TX 75009, for public hearings on the proposed annexation of an approximately 105.94 acre tract of land and half of adjacent right-of-way situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows Annexation) (Liebman)

- D. Consider and act upon appointing James Burnham to the Upper Trinity Regional Water District Board as the City of Celina's representative. (Vanzant)
- E. Consider and act upon a resolution of the City Council of the City of Celina, Texas, authorizing the Celina Public Library to donate surplus books and circulation materials to the Friends of Celina Library, a not for profit organization, that will resell the goods as a fundraiser for the public library; and providing an effective date. (Shaw)
- F. Consider and act upon a resolution of the City Council of the City of Celina, Texas, supporting Collin County Transportation Priorities. (DeBuff)
- G. Consider and act upon a contract by and between the City of Celina and Peloton for Professional Services related to the Design of Ownsby Parkway. (Johnson)
- H. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the budget for the fiscal year 2016-2017. (personnel) (Toutounchian)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and take action on a zoning amendment request for a ±96.712 acre tract of land to amend PD#45 - Planned Development #45 located in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas. The property is generally located east of SH 289 (Preston Road), west of CR 97, north of CR 100 and south of CR 134. (Westgate 96) (Liebman)
- B. The Celina City Council will conduct a public hearing to consider testimony and take action on a residential replat request on an ±.389 acre piece of land situated in the Celina Original Donation, block 8, lots 1B, 2B, 3B, 4, & 5B. The property is situated at the southeast corner of W. Maple St. and N. Ohio Drive. (Maple Street Replat) (Liebman)
- C. The Celina City Council will conduct a public hearing at 5:00 p.m., on June 13, 2017 to consider testimony and act upon a rezoning request from C-2, General Commercial to PD #81, Planned Development with the base zoning district of I-1, Light Industrial. The property is approximately 14.471 acres situated in the Collin County School Land Survey #14, Abstract No. 167 Collin County, Texas. The property is generally located north of Pecan Street, south of County Road 95, east of Business 289, and west of the BNSF Railroad. (Staley Zoning) (Liebman)
- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City of Celina's Code of Ordinances Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 5: Exterior Construction and Design Requirements, Section 14.05.152 Construction Standards (Liebman).
- E. The Celina City Council will conduct a public hearing on the Cambridge Crossing Public Improvement District assessments. (Cambridge Crossing) (Petty)
- F. The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Sutton Fields II Public Improvement District Service and Assessment Plan (SAP), dated November 10, 2015 for property within the Sutton Fields II Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II) (Petty)

IX. ACTION ITEM:

- A. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving an amendment to the Service and Assessment Plan and Assessment Roll for public improvements for Sutton Fields II Public Improvement District in accordance with Chapter 372, Texas Local Government Code; and providing an effective date. (Sutton Fields II) (Petty)
- B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving and authorizing the Mayor Pro-Tem to execute an Amended and Restated Development Agreement between the City of Celina, Texas and CADG Sutton Fields, LLC. (Sutton Fields II) (Petty)
- C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a public hearing under sections 311.003 of the Texas Tax Code to amend the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Four, City of Celina, Texas; authorizing the issuance of notice by the city secretary of Celina, Texas regarding the public hearing; providing for an effective date; and resolving other matters incident and related thereto. (Sutton Fields II) (Petty)
- D. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a public hearing under section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone Number Eight, City of Celina, Texas; authorizing the issuance of notice by the city secretary of Celina, Texas regarding the public hearing; and directing the City to prepare a Preliminary Reinvestment Zone Financing Plan. (Sutton Fields II) (Petty)
- E. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem of the City of Celina, Texas to execute an Interlocal Agreement for Billing Services and Provision of Retail Water Service by and between the City of Celina and Mustang Special Utility District ("MSUD"); and providing an effective date. (Sutton Fields II) (Petty)
- F. Consider and act on a Final Plat for Sutton Fields Right-of-Way, being a ±18.611 acre tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, and Thomas B. Cox Survey, Abstract No. 309, City of Celina, Denton County, Texas, contained two (2) non-residential lots. The property is generally located south of Crutchfield Road, east of FM 1385, north of Parvin Road, and west of Smiley Road. (Sutton Fields ROW Final Plat) (Liebman)
- G. Consider and act on a Final Plat for Sutton Fields Phase 1A, being a ±74.784 acre tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, City of Celina, Denton, County, containing 318 residential lots and 10 non-residential lots. The property is generally located south of Crutchfield Road, east of FM 1385, north of Parvin Road, and west of Smiley Road. (Sutton Fields Phase 1A Final Plat) (Liebman)
- H. Consider and act on a Final Plat for Sutton Fields Phase 1B, being a ±50.470 acre tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, Thomas B. Cox Survey, Abstract No. 309, Carrol Jackson Survey, Abstract No. 1546, and Jacob Rue Survey, Abstract No. 1109, City of Celina, Denton, County, containing 197 residential lots and 5 non-residential lots. The property is generally located south of Crutchfield Road, east of FM 1385, north of Parvin Road, and west of Smiley Road. (Sutton Fields 1B Final Plat) (Liebman)

- I. Consider and act upon a request from Watan LC for consideration of fee reimbursements under the Neighborhood Empowerment Zone policy. (Liebman)
- J. Consider and act on a Final Plat for O'Dell Elementary, being a ±12 acre tract of land situated in the Shelby Glass Survey, Abstract No. 346, and the John Cahill Survey, Abstract 171, City of Celina, Collin County, containing one (1) lot. The property is generally located north of Punk Carter Parkway, and east of Palomino Lane. (O'Dell Elementary Final Plat) (Liebman)
- K. Consider and act on a Final Plat for Ace Hardware, being a ±1.734 acre tract of land situated in the Herrin Addition, Lot 1R, Block A and is generally located north and east of S. Oklahoma Street (Business 289), south of Cherry Wood Lane, and west of Preston Road (SH 289), Celina, Texas. (Ace Hardware) (Liebman)
- L. Consider and act upon a 380 Agreement by and between the City of Celina Texas and GBT Real Estate Services LLC for a 22,000 square foot Office Warehouse park situated at the southwest corner of Malone and Oklahoma Street. (Liebman)
- M. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support to the construction of a grade separated structure on Frontier Parkway. (Johnson)
- N. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the budget for the fiscal year 2016-2017. (remodel)(Toutouchian)
- O. Consider and act upon a resolution approving and authorizing publication of notice of intention to issue certificates of obligation. (Toutouchian)

X. ADJOURNMENT:

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

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

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

Date Notice Removed



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
Date: June 13, 2017
Re: Planning and Development Services New Employee Introductions

Action Requested:

Planning and Development Services New Employee Introductions (Liebman)

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
Date: June 13, 2017
Re: Old Town Residential Worksession Discussion (Liebman)

Action Requested:

Old Town Residential Worksession Discussion (Liebman)

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re: <Insert Subject/RE Here>

Action Requested:

Discussion regarding the Marilee Special Utility District Certificate of Convenience and Necessity.
(Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re:

Action Requested:

Discussion Regarding the proposed Cambridge Crossing Public Improvement District. (Cambridge Crossing)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re:

Action Requested:

Discussion on the Amended and Restated Sutton Fields Development Agreement. (Sutton Fields II)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re:

Action Requested:

City Council Discussion regarding the Amended Sutton Fields II Public Improvement District Service and Assessment Plan. (Sutton Fields II)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, MAY 9, 2017 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Mayor Terry called the meeting to order at 5:02 p.m.

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. MADD presentation (Griggs)

Rachel Escondido with the MADD organization presented officers Daniel Schechter, Jeremiah Phillips, Jeremy Wilson, Timothy Hale, Timothy Hebert, and Kyle Peck with awards recognizing their work to curb driving while intoxicated.

B. Flag presentation Congressman John Ratcliffe (Griggs)

Cole Ward representing Congressman John Ratcliffe's office presented a flag to the Celina Police Department in recognition of their exemplary work.

C. STEMI presentation (Metdker)

Connie Henderson, Dr. Liz Fagan from Baylor, Scott and White Hospital in McKinney and Dr. Jeff Beeson (Celina's Medical Director) presented EMS Super Star Awards to Patrick DiCredico and Andrew Needham for their work during a heart attack event. Other firemen present were Keith Brumfield, Carl Kincaid and Randall Talley.

D. Cajun Fest update (Matehuala)

Jessica Matehuala presented an overview of the recent Cajun Fest event on the downtown square.

E. Gigabit Policy (Cromwell)

Gigabit Director Scott Cromwell gave an overview of the project and ordinances for discussion on the agenda.

Minutes Acceptance: Minutes of May 9, 2017 5:00 PM (Minutes Approval)

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

No other items were discussed.

III. EXECUTIVE SESSION:

The City Council adjourned into Executive Session at 5:19 p.m. Mayor Terry recused himself at this time due to a conflict of interest on item A. Mayor Terry joined the Executive Session at 5:38 p.m. for the discussion of item B.

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

A. Discussion regarding amendment to Sutton Fields II Development Agreement, amendment to City of Celina TIRZ #4 Project and Finance Plan, and amendment to Sutton Fields II Service and Assessment Plan.

B. Discussion regarding Gigabit ordinance and fees.

Reconvene into Open Session:

The City Council reconvened into open session at 5:54 p.m.

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

No action taken.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

Those present and speaking were:

Corbett Howard of 1300 Bateman Lane congratulated Mayor Terry, Councilwoman Roberts and Councilwoman Koehne for being re-elected to office.

Joe Stalling of 9004 CR 101 spoke regarding potential drainage concerns with the development of the proposed Eland Ranch Subdivision.

VII. CONSENT AGENDA:

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

A. Minutes Approval:

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

Minutes Acceptance: Minutes of May 9, 2017 5:00 PM (Minutes Approval)

(2017-20)

- B. Consider and act upon an ordinance of the City of Celina, Texas amending the City's Code of Ordinances; Chapter 3: Building Regulations, Division 1, Generally; Section 3.02.001: Enforcement; Division 2, Residential Code; Section 3.02.051 Adopted; Amendments and Division 7, Energy Conversation Code; Section 3.02.301, Adopted; Amendments. (2015 Energy Code) (Liebman)

(2017-21)

- C. Consider and act upon an ordinance annexing a ± 1.0 acre tract of land and half of its adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945, Tract 4, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of Rolling Meadows Estates. (Nguyen Tract) (Liebman)

(2017-21)

- D. Consider and act upon a Final Plat for Heritage Plaza, being approximately 1.965 acres situated in the Collin County School Land Survey, Abstract No. 170, City of Celina, Collin County, Texas. The property is generally located south of Founders Lane, east of Preston Road, and north of County Road 94. (Heritage Plaza Final Plat) (Liebman)
- E. Consider and act upon a Final Plat for Westgate Section Four, being approximately 2.521 acres, situated in the M.E.O. & P & RY. Survey, Abstract No. 644, City of Celina, Collin County, Texas. The property is generally located north of West Sunset Boulevard, west of South Utah Drive. (Westgate Section Four Final Plat) (Liebman)
- F. Consider and act upon a Construction Plat for Buffalo Ridge Phase 1, being approximately 23.505 acres situated in the L.M. Boyd Survey, Abstract No. 48, City of Celina, Collin County, Texas, comprised of 63 residential lots, and five (5) HOA lots. The property is generally located west of County Road 97, south of County Road 134, east of Preston Road, and north of County Road 100. (Buffalo Ridge Ph. 1 Construction Plat) (Liebman)
- G. Consider and act upon a resolution granting support for the renaming portions of CR 55 & CR 98 to Glendenning Parkway. (Liebman)

(2017-22R)

- H. Consider and act upon a resolution of the City of Celina, Texas, appointing Art Maldonado as judge of the Municipal Court of the City of Celina, Texas, setting the compensation of said judge, setting the term of office of said judge, and establishing authority in accordance with State laws and the Home Rule Charter of the City of Celina. (Toutounchian)

(2017-23R)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Reinvestment Zone Number Four Final Project and Financing Plan and the enlargement of the zone. (Sutton Fields II) (Petty)

Mayor Terry recused himself at 6:00 p.m. due to a conflict of interest with items A and B. Mayor Pro Tem Anderson opened the hearing at 6:00 p.m. No public comment was received.

Minutes Acceptance: Minutes of May 9, 2017 5:00 PM (Minutes Approval)

RESULT:	TABLED [UNANIMOUS]	Next: 5/25/2017 5:00 PM
MOVER:	Wayne Nabors, Place 2	
SECONDER:	Carmen Roberts, Place 4	
AYES:	Koehne, Roberts, Anderson, Nabors	
ABSENT:	Hopkins, Webber	

- B. The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Sutton Fields II Public Improvement District Service and Assessment Plan (SAP), dated November 10, 2015 for property within the Sutton Fields II Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II) (Petty)

Mayor Pro Tem Anderson opened the hearing at 6:02 p.m. No public comment was received.

RESULT:	TABLED [UNANIMOUS]	Next: 5/25/2017 5:00 PM
MOVER:	Wayne Nabors, Place 2	
SECONDER:	Carmen Roberts, Place 4	
AYES:	Koehne, Roberts, Anderson, Nabors	
ABSENT:	Hopkins, Webber	

- C. The Celina City Council will conduct a public hearing to consider testimony and act upon a consideration of proposed land use regulations for Eland Ranch Extraterritorial Jurisdiction Development Agreement. The property is approximately 316.306 acres situated in the Martha Heron Survey, Abstract No. 415 Collin County, Texas. The property is in the City of Celina's ETJ generally located north of County Road 96, south of County Road 101, and east of County Road 97. (Eland Ranch Development Agreement) (Liebman)

Mayor Terry returned to the meeting to open the public hearing at 6:04 p.m. Councilwoman Koehne recused herself at this time due to a conflict of interest. Those present and speaking were:

John (Jack) McGovern of 9020 Prairie Meadow spoke in opposition to the proposed land use.

Maria Rangel spoke about the city growing too fast and wanting to keep the country lifestyle.

Frank Abbott of Kimley, Horn (Frisco, TX) represented the applicant and requested approval of the project.

Councilman Nabors spoke about making sure the city addresses drainage concerns.

Mayor Terry closed the hearing at 6:18 p.m.

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

- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an amendment to the City of Celina's Code of Ordinances Chapter 10: Subdivision Regulations, Division 3: Procedures, Section 10.03.124: Easements, and Section 10.03.126: Improvements. (Easement Ordinance Amendment) (Liebman/Cromwell)

(2017-22) Councilwoman Koehne returned to the meeting at 6:19 p.m. Mayor Terry opened the public hearing at 6:19 p.m. Those present and speaking were:

Frank Balda with Hillwood Developments, 3000 Turtle Creek Blvd., Dallas, Texas, requested that the city hold a workshop with all developers regarding this issue. He spoke of concerns with the lack of details in the ordinance including reimbursement.

Jay Pierce of 1988 Canyon Road spoke regarding the need for internet services in DC Ranch.

Scott Stawski with Celina's Economic Development Corporation spoke about the attempt to provide 100% internet coverage to the city, the method of rollout for the project and the cost of inactivity. He strongly encouraged the city to pass the proposal.

Jay Jordan of 11201 CR 132 spoke about his struggle to work from home due to the lack of connectivity. He said the city should consider innovation as it drives development and would be something for the city to brag about.

David Leadl with Dallas Builders Association, 5816 Plano Parkway, Plano, Texas, requested a stakeholders meeting due to concerns from members regarding a guarantee for reimbursement. He is concerned about the infrastructure laid by developers becoming the property of the city and being used to provide benefit elsewhere.

Pat Vedra with Republic Property Group, 1234 Homestead Court, Light Farms, asked the city to delay so that specifications could be reviewed and they can share lessons they've learned with their network.

The hearing was closed at 6:44 p.m.

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

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support to the construction of a grade separated structure on Frontier Parkway. (Johnson)

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

- B. Consider and act to authorize a resolution to apply for TxDOT Transportation Alternatives Set-Aside (TA-Set- Aside) grant, upon review and approval of resolution by the City Attorney. (Johnson)

(2017-24R)

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

- C. Consider and act upon a resolution of the City of Celina, Texas, approving and authorizing the Mayor to execute an Agreement regarding the development and financing of infrastructure for Eland Farms between the City of Celina, Texas and Eland Energy, Inc. and Central Frisco, LTD. (Eland) (Petty)

(2017-25R) Councilwoman Koehne recused herself at 7:05 p.m. on this item due to a conflict of interest.

Minutes Acceptance: Minutes of May 9, 2017 5:00 PM (Minutes Approval)

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

- D. Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed by the Cambridge Crossing Public Improvement District; approving a Preliminary Service Plan and Assessment Plan, including proposed assessment rolls; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspections; noticing a public hearing for June 13, 2017 to consider an ordinance levying assessments on property located within the Cambridge Crossing Public Improvement District; directing City staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto. (Cambridge Crossing) (Petty)

(2017-26R) Councilwoman Koehne returned to the meeting at this time (7:07 p.m.).

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

- E. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the budget for the fiscal year 2016-2017. (Toutounchian)

(2017-23) Director of Finance Jay Toutounchian noted that the amendment was for the return of \$800,000.00 to the developer for the regional wastewater plant.

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

- F. Consider and act upon an ordinance of the City of Celina, Texas, amending the city's Code of Ordinances Chapter 9: Personnel, by adding a new Article 9.04: Municipal Retirement System. (Restricted Prior Service Credit) (Millhorn)

(2017-24)

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

- G. Consider and act upon an ordinance amending the City of Celina's Code of Ordinances Chapter 3: Building Regulations, Article 3.02: Technical and construction Codes and Standards, Division 2, Residential Code, section 3.02.051 Adopted, Amendments; to add Subsection 3.02.051(C) relating to Smart Home Connectivity; And an amendment to Chapter 3: Building Regulations, Article 3.02, Technical and Construction Codes and Standards, Division 3, Building Code, section 3.02.101 Adopted, amendments; to add subsection 3.02.101(d) relating to Smart Building Technology Infrastructure Connectivity. (Fiber Optic Building Amendment) (Liebman/Cromwell)

(2017-25)

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

- H. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule. (Gigabit Fees) (Cromwell)

(2017-26)

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

- I. Consider and act upon participation in the McKinney Urban Transit District. (Liebman)

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 7:15 p.m.

Minutes Acceptance: Minutes of May 9, 2017 5:00 PM (Minutes Approval)

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of May 9, 2017 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL CANVASS
CITY HALL LOBBY CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
WEDNESDAY, MAY 17, 2017 AT 8:30 AM**

MINUTES

I. CALL TO ORDER:

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

Mayor Terry called the canvass to order at 8:47 p.m.

II. CANVASS:

1. Consider and act upon approval of canvass documents for the May 6, 2017, General Election results. (Faulkner)

Mayor Terry moved to approve the canvass documents as presented. Mayor Pro Tem Anderson seconded. Motion carried. 2-yes;0-no.

III. ADJOURN:

There being no further comment Mayor Terry adjourned the meeting at 8:48 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of May 17, 2017 8:30 AM (Minutes Approval)



**NOTICE OF
CITY COUNCIL WORKSESSION
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
THURSDAY, MAY 18, 2017 AT 5:00 PM**

MINUTES

I. CALL TO ORDER:

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

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

II. PRESENTATION:

1. Celina, The Next 10 Years Presentation

Interim City Manager Rick Chaffin presented the general overview including population estimates, preparation for growth, new and enhanced functions, staffing, roles, organization, challenges, opportunities, mission and values. Director of Development Services Helen-Eve Liebman highlighted current and future development. Director of Public Works Alan Fourmentin discussed current and future infrastructure projects.

III. ADJOURN:

There being no further comment Mayor Terry adjourned the meeting at 6:08 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of May 18, 2017 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
THURSDAY, MAY 25, 2017 AT 4:05 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Mayor Pro Tem Anderson called the meeting to order at 4:15 p.m.

II. OATHS OF OFFICE:

III. CONSENT AGENDA:

1. Consider and act upon a resolution 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 2017 rate review mechanism filings; 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 reconciliation and rate adjustments if federal income tax rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the company to reimburse ACSC's reasonable ratemaking expenses.

(2017-28R)

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

IV. EXECUTIVE SESSION:

The City Council convened into Executive Session at 4:15 p.m. with City Attorneys Lance Vanzant and Julie Fort, and Consultant Mary Petty.

Minutes Acceptance: Minutes of May 25, 2017 4:05 PM (Minutes Approval)

The City Council reconvened into open session at 5:06 p.m. and took a short recess. Mayor Pro Tem Anderson called the meeting back to order at 5:07 p.m.

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

1. Discussion regarding amendment to Sutton Fields II Development Agreement, amendment to City of Celina TIRZ #4 Project and Finance Plan, and amendment to Sutton Fields II Service and Assessment Plan.

No action was taken out of Executive Session.

V. PUBLIC HEARING:

1. The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Reinvestment Zone Number Four Final Project and Financing Plan and the enlargement of the zone. (Sutton Fields II) (Petty)

Mayor Pro Tem Anderson opened the hearing at 5:07 p.m. No public comment was received. The hearing was closed at 5:08 p.m.

2. The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Sutton Fields II Public Improvement District Service and Assessment Plan (SAP), dated November 10, 2015 for property within the Sutton Fields II Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II) (Petty)

Mayor Pro Tem Anderson opened the hearing at 5:08 p.m. No public hearing was received. The hearing was closed at 5:09 p.m.

VI. ACTION ITEMS:

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

(2017-29R)

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

2. Consider and act upon a resolution of the City of Celina, Texas, approving and authorizing the Mayor Pro-Tem to execute an Amended and Restated Development Agreement between the City of Celina, Texas and CADG Sutton Fields, LLC. (Sutton Fields II) (Petty)

Minutes Acceptance: Minutes of May 25, 2017 4:05 PM (Minutes Approval)

No action was taken on item #2.

RESULT: NO ACTION

3. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving an amendment to the Service and Assessment Plan and Assessment Roll for public improvements for Sutton Fields II Public Improvement District in accordance with Chapter 372, Texas Local Government Code; and providing an effective date. (Sutton Fields II) (Petty)

No action was taken on item #3. Councilman Hopkins moved to direct staff to publish public notice on or after a date an amended SAP is approved by staff and filed with the City Secretary. Councilman Nabors seconded. Motion carried. 4-yes;0-no.

RESULT: NO ACTION

4. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending ordinance No. 2015-52 to modify the boundaries of Tax Increment Reinvestment Zone Number Four, City of Celina (Sutton Fields) to enlarge the boundaries of the existing Zone to include an additional 493.439 acres; describing the boundaries of the Zone; containing findings related to enlarging the Zone; amending and updating the Final Project and Finance Plan adopted by Ordinance No. 2015-59; providing a date for the termination of the Zone; Providing a severability clause; and providing an effective date. (Sutton Fields II) (Petty)

No action was taken on item #4. Councilman Hopkins moved to direct staff to publish public notice on or after a date the TIRZ Plan is filed with the City Secretary. Councilman Nabors seconded. Motion carried. 4-yes;0-no.

RESULT: NO ACTION

5. Discuss, consider and take action on a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem of the City of Celina, Texas, to execute a First Amended Interlocal Agreement for Billing Services, Fee Collection and provision of Retail Water and Wastewater Service by and between the City of Celina and Mustang Special Utility District ("MSUD") for the Sutton Fields property; providing for related items and providing and effective date. (Sutton Fields II) (Johnson)

No action was taken on item #5

RESULT: NO ACTION

VII. ADJOURNMENT:

There being no further comment Mayor Pro Tem Anderson adjourned the meeting at 5:11 p.m.

Sean Terry, Mayor

Minutes Acceptance: Minutes of May 25, 2017 4:05 PM (Minutes Approval)

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

Date Minutes Approved

Minutes Acceptance: Minutes of May 25, 2017 4:05 PM (Minutes Approval)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: June 13, 2017
Re: Light Farms Way Extension Final Plat

Action Requested:

Consider and act on a Final Plat for Light Farms Way Extension and Doe Branch Regional Park, being ±87.51 acres of land situated in the John Ragsdale Survey, Abstract No. 734 and Collin County Land Survey No. 14, Abstract No. 167, Collin County, Texas, containing four (4) recreational lots, and one (1) amenity center lot. The property is generally located east of Dallas North Tollway, west of BNSF Railroad, and north of Frontier Parkway. (Light Farms Way Extension Final Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Light Farms Way Extension and Doe Branch Regional Park and has determined that it meets requirements.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously recommended approval of the Final Plat at the May 15, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

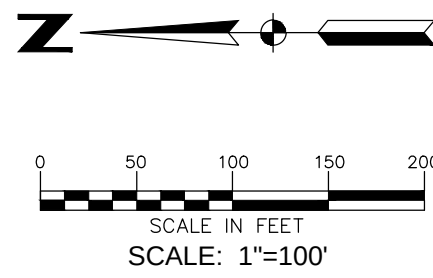
N/A

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented.



BASIS OF BEARINGS: BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL TEXAS ZONE (4202) NORTH AMERICAN DATUM 1983 (2011).

LEGEND

- IRF — IRON ROD FOUND
- IRF (H2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
- O — 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
- MIN. F.F. — MINIMUM FINISH FLOOR
- WME — WALL MAINTENANCE EASEMENT
- UE — UTILITY EASEMENT
- BL — BUILDING LINE
- ◆ — DENOTES STREET NAME CHANGE
- O.P.R.C.C.T. — OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. — PLAT RECORDS, COLLIN COUNTY, TEXAS

CURVE TABLE					
CURVE	DELTA	RADIUS	CH. BEARING	CH. LENGTH	ARC LENGTH
C1	8°55'14"	1455.65'	S 45°26'52" E	226.40'	226.63'
C2	48°16'22"	1200.00'	S 35°15'18" E	1000.48'	1031.97'
C3	5°32'04"	2000.00'	S 02°07'55" W	193.11'	193.19'
C4	77°51'58"	330.00'	N 55°43'47" E	414.75'	448.48'
C5	11°45'14"	300.00'	N 67°53'26" W	61.43'	61.54'
C6	15°25'48"	500.00'	N 54°17'55" E	134.25'	134.65'
C7	37°54'20"	80.00'	N 65°32'10" E	51.97'	52.93'
C8	32°46'24"	394.03'	S 56°07'42" W	222.32'	225.38'
C9	106°04'14"	98.00'	S 19°28'47" W	137.43'	159.21'
C10	30°31'53"	300.00'	S 18°17'23" E	157.98'	159.86'
C11	79°24'40"	78.91'	S 40°25'30" E	100.82'	109.36'
C12	40°08'21"	75.00'	S 60°03'39" E	51.47'	52.54'
C13	91°52'09"	75.00'	S 65°53'33" E	107.78'	120.26'
C14	35°02'42"	200.00'	N 65°39'43" E	120.43'	122.43'
C15	35°07'37"	90.00'	S 79°15'07" E	53.32'	55.18'
C16	119°46'12"	53.00'	N 58°25'35" E	91.69'	110.79'
C17	23°05'25"	103.00'	S 85°30'29" E	41.23'	41.51'
C18	9°02'16"	227.00'	S 78°28'54" E	35.77'	35.81'
C19	67°07'15"	130.00'	N 26°57'15" W	143.73'	152.29'
C20	38°09'19"	160.00'	N 41°26'14" W	104.59'	106.55'
C21	48°41'22"	111.00'	N 46°42'15" W	91.51'	94.33'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 45°45'29" E	126.34'
L2	S 04°53'56" W	58.21'
L3	S 85°20'14" E	200.99'
L4	S 48°39'02" W	20.84'
L5	S 72°30'54" W	4.00'
L6	S 39°59'29" E	14.33'

SEWER EASEMENT AGREEMENT
TO CITY OF CELINA, TEXAS
(30' SANITARY SEWER LINE EASEMENT)
(50' TEMPORARY CONSTRUCTION ESMT.)
DOC. #2009010200006520
O.P.R.C.C.T.

ALBERT MOKHTAR, TRUSTEE
VOL. 2722, PG. 333
L.R.C.C.T.
47.192 ACRES

COUNTY ROAD #51
S 01°06'02" E 640.78'

30' WASTEWATER TRANSMISSION
PIPELINE EASEMENT
TO CITY OF CELINA, TEXAS
DOC. #2016062000774990
O.P.R.C.C.T.

SEWER EASEMENT AGREEMENT
TO CITY OF CELINA, TEXAS
(30' SANITARY SEWER LINE EASEMENT)
(50' TEMPORARY CONSTRUCTION ESMT.)
DOC. #2009010200006520
O.P.R.C.C.T.

100 YEAR FLOOD - ZONE A
(NO BASE FLOOD ELEVATIONS)
PER FIRM MAP PANEL NO. 4806C0120J
FOR COLLIN COUNTY, TEXAS
& INCORPORATED AREAS
DATED JUNE 2, 2009

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(Open Space)
34.23 AC.

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LOT 2, BLOCK B
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34.23 AC.

LOT 2, BLOCK B
(Open Space)
34.23 AC.

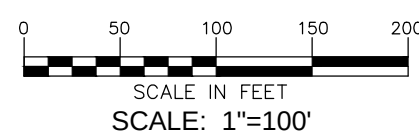
LOT 2, BLOCK B
(Open Space)
34.23 AC.

LOT 2, BLOCK B
(Open Space)
34.23 AC.

LOT 2, BLOCK B
(Open Space)
34.23 AC.

LOT 2, BLOCK B
(Open Space)
34.23 AC.

LOT 2, BLOCK B
(Open Space)
34



BASIS OF BEARINGS: BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL TEXAS ZONE (4202) NORTH AMERICAN DATUM 1983 (2011).

LEGEND

IRF — IRON ROD FOUND
IRF (H2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
O — 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
MIN. F.F. — MINIMUM FINISH FLOOR
WME — WALL MAINTENANCE EASEMENT
UE — UTILITY EASEMENT
BL — BUILDING LINE
◆ — DENOTES STREET NAME CHANGE
O.P.R.C.C.T. — OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. — PLAT RECORDS, COLLIN COUNTY, TEXAS

CURVE	DELTA	RADIUS	CH BEARING	CH. LENGTH	ARC LENGTH
C22	11°01'40"	1250.00'	S 06°08'57" E	240.22'	240.59'
C23	63°54'59"	50.00'	S 89°21'47" E	52.52'	55.77'
C24	28°38'36"	50.00'	N 45°21'26" E	24.12'	25.89'
C25	4°34'55"	775.00'	N 64°36'53" E	61.96'	61.98'
C26	1°29'31"	775.00'	N 67°39'11" E	20.18'	20.18'
C27	27°38'25"	200.00'	S 69°21'50" W	95.55'	96.48'
C28	5°46'40"	200.00'	S 52°39'18" W	20.16'	20.17'
C29	4°49'22"	1150.00'	N 03°02'18" W	96.44'	96.46'
C30	2°59'23"	1150.00'	N 06°56'11" W	60.00'	60.01'
C31	3°21'36"	1250.00'	N 09°59'33" W	73.11'	73.12'
C32	2°45'02"	1250.00'	N 06°56'11" W	60.00'	60.01'
C33	4°32'42"	1902.50'	S 01°38'14" W	150.88'	150.92'
C34	4°33'04"	1917.50'	N 01°38'25" E	152.27'	152.31'
C35	29°28'32"	1100.00'	N 28°28'33" W	559.98'	566.21'
C36	11°09'34"	1300.00'	S 06°12'54" E	252.80'	253.20'
C37	18°18'02"	1300.00'	S 20°56'42" E	413.46'	415.22'
C38	3°48'59"	1134.00'	N 22°36'02" W	75.52'	75.53'
C39	3°41'42"	1144.00'	S 23°3'54" E	73.76'	73.78'
C40	19°41'48"	1140.00'	N 35°31'48" W	389.97'	391.90'
C41	4°16'17"	1930.00'	S 01°30'01" W	143.85'	143.88'
C42	1°39'12"	1100.00'	S 01°27'43" E	31.74'	31.74'
C43	11°25'38"	1090.00'	S 08°30'48" E	217.03'	217.39'
C44	6°00'44"	1100.00'	N 17°44'42" W	115.38'	115.43'
C45	6°48'57"	1110.00'	N 24°40'26" W	131.97'	132.05'
C46	12°00'34"	1090.00'	S 35°10'02" E	228.95'	228.47'
C47	11°48'06"	1100.00'	S 35°16'16" E	226.17'	226.58'
C48	7°14'25"	1120.00'	N 24°40'16" W	141.44'	141.53'
C49	6°01'01"	1110.00'	N 17°31'44" W	116.51'	116.57'
C50	10°59'26"	1100.00'	S 08°30'47" E	210.66'	211.00'
C51	1°52'22"	1110.00'	N 01°34'18" W	38.28'	36.28'
C52	3°58'31"	1940.00'	S 01°21'08" W	134.57'	134.60'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L7	N 48°08'22" E	24.13'	L49	N 10°15'17" W	23.40'
L8	N 06°59'58" E	27.00'	L50	S 10°19'17" E	23.50'
L9	S 08°36'20" E	37.51'	L51	S 34°03'50" E	25.00'
L10	N 81°23'34" W	5.00'	L52	S 86°30'45" E	14.98'
L11	S 08°36'26" E	25.00'	L53	S 00°38'07" E	14.01'
L12	S 81°23'34" W	30.00'	L54	S 45°38'07" E	14.14'
L13	N 08°36'20" E	25.00'	L55	S 00°38'07" E	47.14'
L14	N 81°23'34" E	5.00'	L56	N 89°21'53" E	34.79'
L15	N 08°36'26" W	22.96'	L57	S 00°38'07" E	19.37'
L16	N 30°12'33" W	180.44'	L58	S 41°10'19" E	80.90'
L17	N 30°12'33" W	51.58'	L59	S 00°38'07" E	63.30'
L18	S 59°47'27" W	5.00'	L60	S 44°21'53" W	14.14'
L19	N 30°12'33" W	25.00'	L61	S 00°38'07" E	64.98'
L20	N 59°47'27" E	30.00'	L62	S 48°15'34" E	13.97'
L21	S 30°12'33" E	25.00'	L63	S 31°05'53" W	14.00'
L22	S 59°47'27" W	5.00'	L64	S 24°12'36" W	14.09'
L23	S 30°12'33" E	47.09'	L65	S 72°34'06" E	28.82'
L24	S 30°12'33" E	187.69'	L66	S 41°10'19" E	75.63'
L25	N 06°56'11" W	60.00'	L67	S 55°45'10" W	58.38'
L26	N 83°03'49" E	100.02'	L68	N 55°45'10" E	48.87'
L27	S 06°56'11" E	60.00'	L69	N 72°34'06" W	28.93'
L28	S 83°03'49" W	100.02'	L70	N 24°12'36" E	14.14'
L29	S 89°29'53" W	30.21'	L71	N 31°05'53" E	14.05'
L30	N 00°38'07" W	24.84'	L72	N 48°15'34" W	14.02'
L31	S 89°29'53" W	39.79'	L73	N 00°38'07" W	69.13'
L32	S 00°38'07" E	292.56'	L74	N 44°21'53" E	14.14'
L33	S 00°38'07" E	88.50'	L75	N 00°38'07" W	59.15'
L34	S 42°41'54" E	41.82'	L76	N 00°38'07" W	9.37'
L35	S 47°19'06" W	15.00'	L77	S 89°21'53" W	34.79'
L36	N 42°41'54" W	47.58'	L78	N 00°38'07" W	53.00'
L37	N 00°38'07" W	91.27'	L79	N 45°38'07" W	14.14'
L38	N 89°21'53" E	50.00'	L80	N 00°38'07" W	18.15'
L39	S 00°38'07" E	138.28'	L81	S 66°30'45" W	10.00'
L40	S 46°20'05" W	27.85'	L82	N 00°59'18" W	30.00'
L41	N 00°38'07" W	138.28'	L83	S 89°28'05" W	35.36'
L42	N 89°21'53" E	50.00'			
L43	S 08°36'26" E	37.51'			
L44	S 68°22'31" W	18.75'			
L45	N 21°37'29" W	43.51'			
L46	S 01°31'56" W	10.00'			
L47	N 88°28'04" W	20.00'			
L48	N 34°03'50" W	24.89'			

LFC LAND COMPANY LLC
DOC.# 20120423000464780
O.P.R.C.C.T.
TRACT A
597.17 ACRES
(SAVE & EXCEPT 6 TRACTS)

$\Delta=109^{\circ}46'14"$
R=50.00'
CB=N 68°42'26" E
CH=81.80'
L=95.79'

$\Delta=28^{\circ}20'40"$
R=245.00'
CB=N 53°32'21" E
CH=119.97'
L=121.20'

S 76°10'41" E 32.54'

JOHN RAGSDALE SURVEY
ABSTRACT No. 734

LUCAS CELINA 209, LTD.
DOC.# 20070109000040530
L.R.C.C.T.
209.54 ACRES

LOT 2, BLOCK A
(Open Space)
18.56 AC.

LFC LAND COMPANY LLC
DOC.# 20120423000464780
O.P.R.C.C.T.
TRACT A
597.17 ACRES
(SAVE & EXCEPT 6 TRACTS)

MATCH LINE - B

MATCH LINE - B

LIGHT FARMS
GRANGE 4
(FUTURE)

LFC LAND COMPANY LLC
DOC.# 20120423000464780
O.P.R.C.C.T.
TRACT A
597.17 ACRES
(SAVE & EXCEPT 6 TRACTS)

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 1X, BLOCK A & 4X, BLOCK B IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
3. THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL OPEN SPACES LOTS 2, BLOCK A & 3 AND 4 OF BLOCK B IS THE RESPONSIBILITY OF MUNICIPAL UTILITY DISTRICT.
4. ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING 5/8" INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS". IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN "X" CUT OR "MAC" NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT PCS, PTS AND INTERSECTION POINTS.
5. THE HOMEOWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER SYSTEM AND STORM DRAINAGE SYSTEM ON PRIVATE PROPERTY. THE HOMEOWNERS ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY DAMAGES TO PERSONS, TO THE OWNER'S LOT OR ANY LOT ARISING FROM SUCH MAINTENANCE RESPONSIBILITY. THE DRAINAGE EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY AFFIRMATIVE DUTY TO THE CITY TO REPAIR, MAINTAIN OR CORRECT ANY CONDITION THAT EXISTS OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF, INCLUDING BUT NOT LIMITED TO, STORM WATER OVERFLOW, EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, SUBSIDENCE, AND INTERFERENCE WITH STRUCTURES. THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.

FINAL PLAT
LIGHT FARMS
LIGHT FARMS WAY EXTENSION
& DOE BRANCH REGIONAL PARK
CONTAINING
3 OPEN SPACE LOTS
2 RECREATIONAL LOTS
& 1 AMENITY CENTER LOT
TOTALING 87.51 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABSTRACT No. 734 &
COLLIN COUNTY SCHOOL LAND SURVEY No.14,
ABSTRACT No. 167
COLLIN COUNTY, 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

COUNTY RECORDING INFORMATION

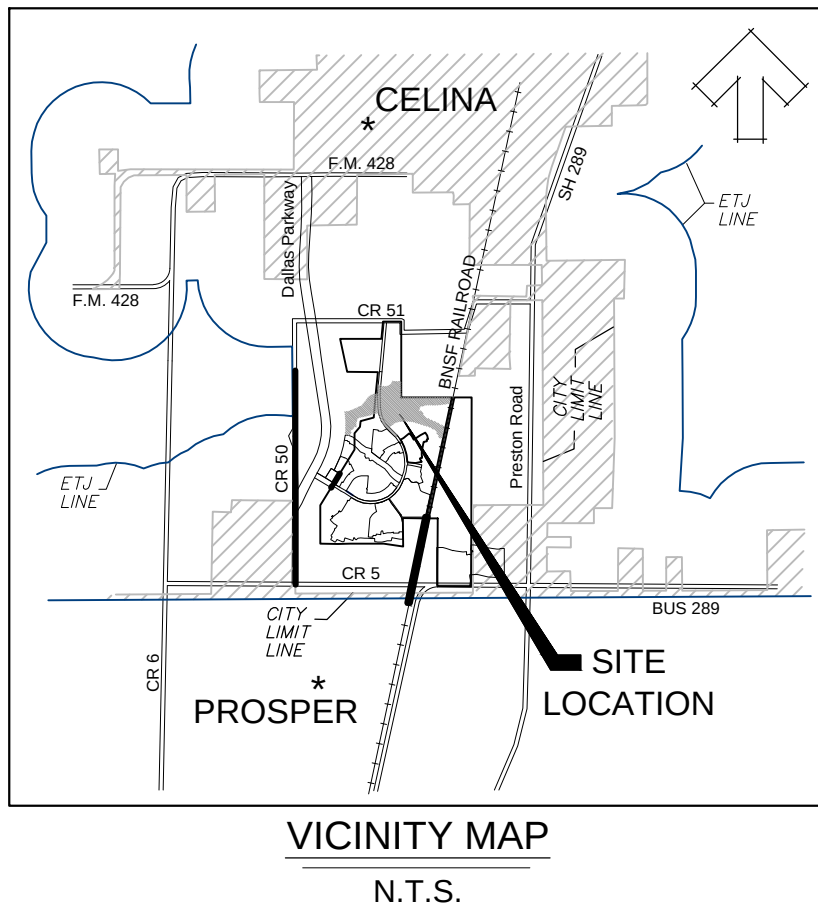
DEVELOPER
LFC LAND COMPANY, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

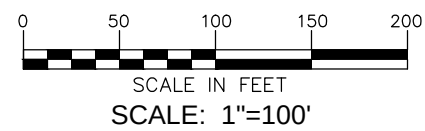
PREPARED BY:

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

MAY 2017

SHEET 2 OF 4





BASIS OF BEARINGS: BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL TEXAS ZONE (4202) NORTH AMERICAN DATUM 1983 (2011).

LEGEND

- IRF — IRON ROD FOUND
- IRF (H2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
- O — 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
- MIN. F.F. — MINIMUM FINISH FLOOR
- WME — WALL MAINTENANCE EASEMENT
- UE — UTILITY EASEMENT
- BL — BUILDING LINE
- ◆ — DENOTES STREET NAME CHANGE
- O.P.R.C.C.T. — OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. — PLAT RECORDS, COLLIN COUNTY, TEXAS

DWG: 1:\Survey\390563 - Regional Park\dwg\LIGHT FARMS WAY EXTENSION.dwg USER: lre
DATE: May 30, 2017 10:26am XREFS: LIGHT FARMS WAY EXTENSION-BD ALLMAP 14071MAP

CURVE		CURVE TABLE				
C1	DELTA	RADIUS	CH. BEARING	CH. LENGTH	ARC LENGTH	
C1	8°55'14"	1455.65'	S 45°26'52" E	226.40'	226.63'	
C2	49°16'22"	1200.00'	S 25°16'18" E	1000.48'	1031.97'	
C3	5°32'04"	2000.00'	S 02°07'55" W	193.11'	193.19'	
C4	77°51'58"	330.00'	N 55°43'47" E	414.75'	448.48'	
C5	11°45'14"	300.00'	N 67°53'28" W	61.43'	61.54'	
C6	15°25'49"	500.00'	N 54°17'55" E	134.25'	134.65'	
C7	37°54'20"	80.00'	N 65°32'10" E	51.97'	52.93'	
C8	32°46'24"	394.03'	S 56°07'42" W	222.32'	225.38'	
C9	106°04'14"	86.00'	S 19°28'47" W	137.43'	159.21'	
C10	30°31'53"	300.00'	S 15°17'23" E	157.88'	159.86'	
C11	79°24'00"	78.91'	S 40°25'30" E	100.82'	109.36'	
C12	40°08'21"	75.00'	S 80°03'39" E	51.47'	52.54'	
C13	91°52'09"	75.00'	S 85°55'33" E	107.78'	120.26'	
C14	35°02'42"	200.00'	N 65°39'43" E	120.43'	122.43'	
C15	35°07'37"	90.00'	S 79°15'07" E	53.32'	65.18'	
C16	119°46'12"	53.00'	N 58°25'35" E	91.89'	110.79'	
C17	23°05'25"	103.00'	S 85°30'29" E	41.23'	41.51'	

ALBERT MOKHTAR, TRUSTEE
VOL. 2722, PG. 333
L.R.C.C.T.
47.192 ACRES

5,000 AC.

FREDERICK L. ALBRECHT DOC# 20160803001009800
KELLER WEBSTER DOC# 20160803001009940
ANDY HARVEY DOC# 20160803001009810
GORDON GREESEON DOC# 20160803001009820
KENNETH PRATER DOC# 20160803001009830
(UNDIVIDED 20% INTEREST EACH)

LOT 3

BLOCK B

LOT 2, BLOCK B

(Open Space)

LOT 2, BLOCK B

(Open Space)

LOT 2, BLOCK B

(Open Space)

LOT 2, BLOCK B

(Open Space)

LOT 2, BLOCK B

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LOT 2, BLOCK B

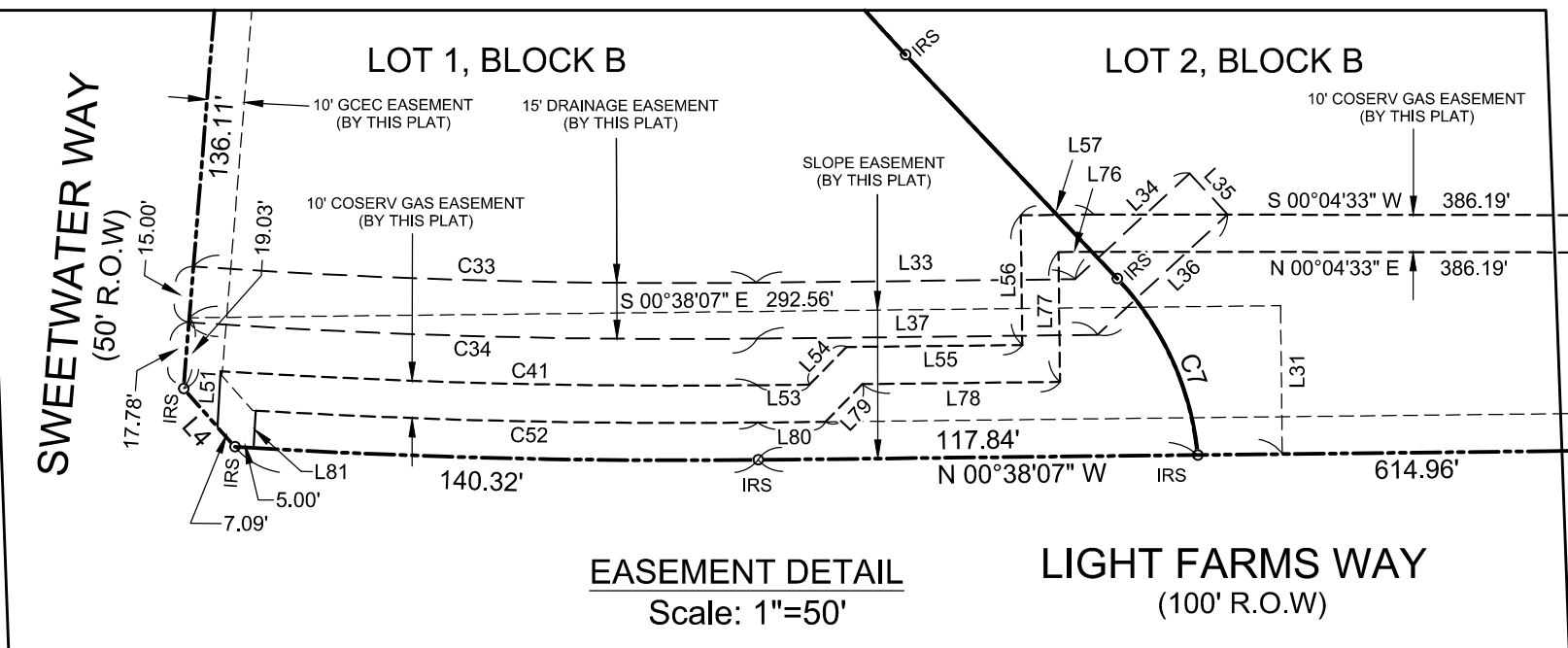
(Open Space)

LOT 2, BLOCK B

(Open Space)

LOT 2, BLOCK B

(Open Space)



RED RIVER TEXAS & SOUTHERN RAILWAY COMPANY
VOLUME 121, PAGE 20
L.R.C.C.T.

COLLIN COUNTY SCHOOL
LAND SURVEY No. 14
ABSTRACT No. 167

LFC LAND COMPANY LLC
DOC.# 20120423000464780
O.P.R.C.C.T.
TRACT A
597.17 ACRES
(SAVE & EXCEPT 6 TRACTS)

LOT 2, BLOCK B
(Open Space)

MATCH LINE - A
MATCH LINE - A

LOT 2, BLOCK B
(Open Space)
34.23 AC.

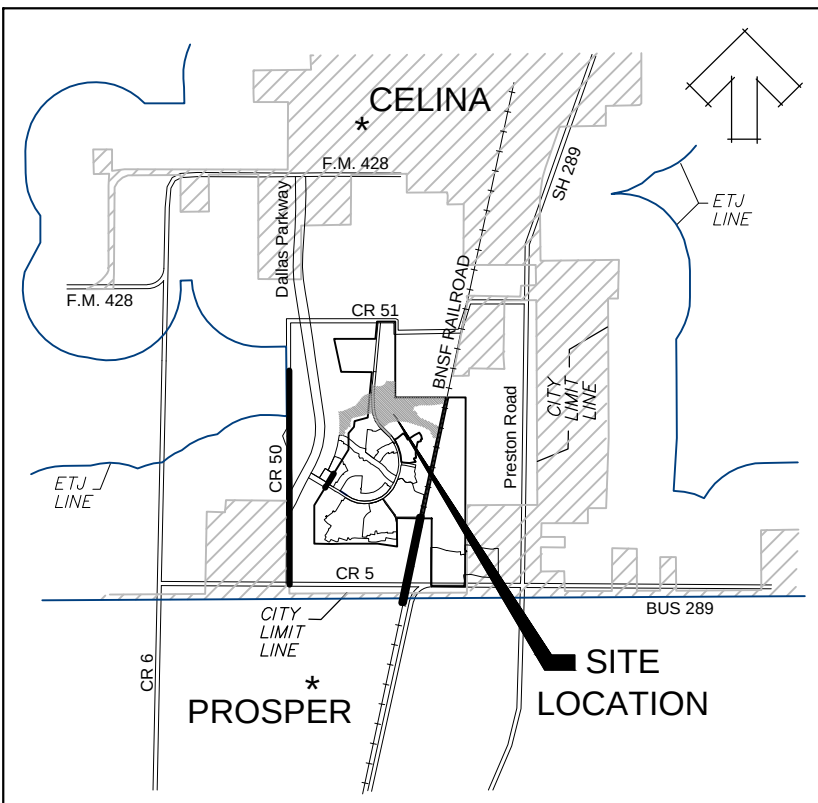
LFC LAND COMPANY, LLC
DOC.# 20120423000464780
L.R.C.C.T.
TRACT B

DRAINAGE AND UTILITY EASEMENT
DOC. #20161128001608680
O.P.R.C.C.T.

ASHLAND AVENUE

SKYFLOWER LANE

HARRISTON STREET



- NOTES:
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL COMMON AREA LOTS 1X, BLOCK A & 4X, BLOCK B IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
 - THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL OPEN SPACE LOTS 2, BLOCK A & 2 AND 3 OF BLOCK B IS THE RESPONSIBILITY OF THE MUNICIPAL UTILITY DISTRICT.
 - ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING 5/8" INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS". IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN X CUT OR "MAG" NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT PCS, PTS AND INTERSECTION POINTS.
 - THE HOMEOWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER SYSTEM AND STORM DRAINAGE SYSTEM ON PRIVATE PROPERTY. THE HOMEOWNERS ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY DAMAGES TO PERSONS. TO THE OWNER'S LOT OR ANY LOT ARISING FROM SUCH MAINTENANCE RESPONSIBILITY. THE DRAINAGE EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY AFFIRMATIVE DUTY TO THE CITY TO REPAIR, MAINTAIN OR CORRECT ANY CONDITION THAT EXISTS OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF, INCLUDING BUT NOT LIMITED TO, STORM WATER OVERFLOW, EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, SUBSIDENCE, AND INTERFERENCE WITH STRUCTURES. THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.

FINAL PLAT
LIGHT FARMS
LIGHT FARMS WAY EXTENSION
& DOE BRANCH REGIONAL PARK
CONTAINING
3 OPEN SPACE LOTS
2 RECREATIONAL LOTS
& 1 AMENITY CENTER LOT
TOTALING 87.51 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABSTRACT No. 734 &
COLLIN COUNTY SCHOOL LAND SURVEY No.14,
ABSTRACT No. 167
COLLIN COUNTY, TEXAS

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

PRELIMINARY
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DWG: J:\Survey\300563 - Regional Park\dwg\LIGHT FARMS WAY EXTENSION.dwg USER: lke
DATE: May 30, 2017 10:28am XREFS: LIGHT FARMS WAY EXTENSION-BD ALLMAP 14071MAP

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LFC LAND COMPANY, LLC, Frederick L. Albrecht, Keller Webster, Andy Harvey, Gordon Greeson, and Kenneth Prater, are the owners of a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and the Collin County School Land Survey No. 14, Abstract No. 167, 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 (L.R.C.C.T.), and being all of a 5.0 acre tract (M.U.D. Director Lot) as described in instruments to Frederick L. Albrecht, as recorded in Document No. 20160803001009800, Keller Webster, as recorded in Document No. 201608030019840, Andy Harvey, as recorded in Document No. 20160803001009810, Gordon Greeson, as recorded in Document No. 20160803001009820, and Kenneth Prater, as recorded in Document No. 20160803001009830, all being of the Official Public Records of Collin County(O.P.R.C.C.T.) 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 Light Farms Way (a 100' right-of-way), as established by the Final Plat of Light Farms, The Grange Neighborhood - Phase 3, an addition to the City of Frisco, Texas, as recorded in Document Number 2016-282 and 2016-283 of the Plat Records of Collin County, Texas (P.R.C.C.T.),

THENCE, along the northeasterly lines of said Light Farms, The Grange Neighborhood, the following courses:

South 49 degrees 00 minutes 44 seconds West, a distance of 100.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 11 degrees 00 minutes 32 seconds, a radius of 1,560.00 feet, subtended by a 299.28 foot chord which bears North 46 degrees 29 minutes 32 seconds West;

Along said curve to the left an arc distance of 299.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a reverse curve to the right having a central angle of 40 degrees 20 minutes 01 second, a radius of 1,250.00 feet, subtended by a 861.89 foot chord which bears North 31 degrees 49 minutes 48 seconds West;

THENCE, along said curve to the right, passing at a distance of 167.96 feet a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northernmost northeast corner of said Light Farms, The Grange Neighborhood, in all a total distance of 879.94 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 74 degrees 55 minutes 12 seconds West, a distance of 564.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 79 degrees 23 minutes 26 seconds West, a distance of 221.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 50 degrees 22 minutes 56 seconds West, a distance of 91.34 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 25 degrees 09 minutes 43 seconds West, a distance of 87.91 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 04 degrees 54 minutes 22 seconds West, a distance of 91.63 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 03 degrees 50 minutes 04 seconds East, a distance of 80.94 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 04 degrees 53 minutes 56 seconds West, a distance of 70.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 52 degrees 09 minutes 50 seconds West, a distance of 58.97 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 37 degrees 41 minutes 53 seconds West, a distance of 115.91 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 235 degrees 57 minutes 33 seconds, a radius of 50.00 feet, subtended by a 88.30 foot chord which bears South 37 degrees 41 minutes 29 seconds West;

THENCE, along said curve to the left an arc distance of 205.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 37 degrees 41 minutes 53 seconds West, a distance of 122.41 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 04 degrees 39 minutes 34 seconds West, a distance of 17.95 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 51 degrees 29 minutes 33 seconds East, a distance of 75.22 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 16 degrees 27 minutes 06 seconds, a radius of 286.00 feet, subtended by a 81.85 foot chord which bears North 76 degrees 24 minutes 40 seconds West;

THENCE, along said curve to the left an arc distance of 82.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 84 degrees 38 minutes 08 seconds West, a distance of 163.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", said point being on the easterly line of a called 209.54 acre tract of land described in instrument to Lucas Celina 209, LTD as recorded under Document No. 2007010900040530 of the Land Records of Collin County, Texas, and being the beginning of a non-tangent curve to the left having a central angle of 13 degrees 58 minutes 18 seconds, a radius of 3,644.79 feet, subtended by a 886.58 foot chord which bears North 01 degree 37 minutes 17 seconds West;

THENCE, along said curve to the left, and along the easterly line of said Lucas Celina 209 tract, an arc distance of 888.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 08 degrees 36 minutes 26 seconds West, continuing along the easterly line of said Lucas Celina 209 tract, a distance of 7.03 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 81 degrees 23 minutes 34 seconds East, a distance of 199.52 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 43 minutes 41 seconds East, a distance of 141.68 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the left having a central angle of 109 degrees 46 minutes 14 seconds, a radius of 50.00 feet, subtended by a 81.80 foot chord which bears North 68 degrees 42 minutes 26 seconds East;

THENCE, along said curve to the left an arc distance of 95.79 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 76 degrees 10 minutes 41 seconds East, a distance of 32.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 43 minutes 41 seconds East, a distance of 417.41 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and beginning of a curve to the left having a central angle of 28 degrees 20 minutes 40 seconds, a radius of 245.00 feet, subtended by a 119.97 foot chord which bears North 51 degrees 33 minutes 21 seconds East;

THENCE, along said curve to the left an arc distance of 121.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 37 degrees 23 minutes 01 second East, a distance of 113.92 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 43 degrees 04 minutes 39 seconds East, a distance of 60.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 37 degrees 23 minutes 01 second East, a distance of 168.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 51 degrees 58 minutes 51 seconds, a radius of 360.00 feet, subtended by a 315.52 foot chord which bears North 63 degrees 22 minutes 27 seconds East;

THENCE, along said curve to the right an arc distance of 326.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 21 minutes 53 seconds East, a distance of 98.63 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 38 minutes 07 seconds West, a distance of 115.68 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 05 degrees 32 minutes 04 seconds, a radius of 2050.00 feet, subtended by a 197.94 foot chord which bears North 02 degrees 07 minutes 27 seconds East;

THENCE, along said curve to the right-left an arc distance of 198.01 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 58.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 85 degrees 06 minutes 04 seconds East, a distance of 100.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 04 degrees 53 minutes 56 seconds West, a distance of 26.26 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 40 degrees 13 minutes 09 seconds East, a distance of 21.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 85 degrees 20 minutes 14 seconds East, a distance of 135.90 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the left having a central angle of 77 degrees 51 minutes 58 seconds, a radius of 305.00 feet, subtended by a 383.33 foot chord which bears North 55 degrees 43 minutes 47 seconds East,

THENCE, along said curve to the left an arc distance of 414.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 73 degrees 12 minutes 12 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 88 degrees 53 minutes 58 seconds East, a distance of 285.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", said point being in the westerly line of a called 47.192 acre tract of land described in instrument to Albert Mokhtar as recorded in Volume 2722, Page 333, L.R.C.C.T.;

THENCE, South 01 degree 06 minutes 02 seconds East, along the westerly line of said Mokhtar tract, a distance of 640.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the northwest corner of said 5.0 acre tract, same being the southwest corner of said Mokhtar tract;

THENCE, North 89 degrees 28 minutes 05 seconds East, along the north line of said 5.0 acre tract and along the south line of said Mokhtar tract, passing a distance of 1,089.00 feet the northeast corner of said 5.0 acre tract, in all a total distance of 1,948.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southeast corner of said Mokhtar tract, and being on the west right-of-way of the Red River Texas & Southern Railway Company, Tract No. 54, as recorded in Volume 121, Page 20, of the Land Records of Collin County, Texas;

THENCE, South 11 degrees 20 minutes 28 seconds West, along the west right-of-way line of said Railway Company tract, a distance of 234.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the west right-of-way line of said Railway Company tract, South 79 degrees 19 minutes 35 seconds West, a distance of 201.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 83 degrees 01 minute 49 seconds West, a distance of 279.73 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 87 degrees 14 minutes 07 seconds West, a distance of 236.02 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 87 degrees 08 minutes 50 seconds West, a distance of 227.06 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 62 degrees 33 minutes 50 seconds West, a distance of 106.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 88 degrees 44 minutes 13 seconds West, a distance of 101.26 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 20 degrees 36 minutes 00 seconds West, a distance of 175.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 67 degrees 00 minutes 07 seconds East, a distance of 148.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 22 degrees 09 minutes 26 seconds East, a distance of 162.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 41 degrees 05 minutes 12 seconds East, a distance of 90.48 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 66 degrees 14 minutes 31 seconds East, a distance of 591.73 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 61 degrees 46 minutes 43 seconds East, a distance of 241.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", said point being on the west right-of-way line of said Railway Company tract;

THENCE, South 11 degrees 20 minutes 28 seconds West, along the west right-of-way line of said Railway Company tract, a distance of 515.92 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 47 degrees 50 minutes 58 seconds West, departing the west right-of-way line of said Railway Company tract, a distance of 145.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 27 degrees 55 minutes 10 seconds West, a distance of 290.67 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 64 degrees 12 minutes 04 seconds West, a distance of 173.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 64 degrees 19 minutes 43 seconds West, a distance of 128.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 73 degrees 01 minute 28 seconds West, a distance of 641.12 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 82 degrees 25 minutes 54 seconds West, a distance of 159.42 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 16 minutes 09 seconds West, a distance of 154.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 36 degrees 20 minutes 08 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 29 degrees 57 minutes 03 seconds, a radius of 30.00 feet, subtended by a 15.50 foot chord which bears North 68 degrees 38 minutes 23 seconds West;

THENCE, along said curve to the left an arc distance of 15.68 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a compound curve to the left having a central angle of 34 degrees 02 minutes 34 seconds, a radius of 775.00 feet, subtended by a 453.73 foot chord which bears South 79 degrees 21 minutes 48 seconds West;

THENCE, along said curve to the left an arc distance of 460.47 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a compound curve to the left having a central angle of 81 degrees 37 minutes 45 seconds, a radius of 30.00 feet, subtended by a 39.22 foot chord which bears South 21 degrees 31 minutes 39 seconds West;

THENCE, along said curve to the left an arc distance of 42.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 61 degrees 57 minutes 27 seconds West, a distance of 121.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 37 minutes 18 seconds West, a distance of 75.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 04 degrees 31 minutes 47 seconds, a radius of 1,150.00 feet, subtended by a 90.89 foot chord which bears South 47 degrees 38 minutes 36 seconds East;

THENCE, along the westerly line of said Light Farms Phase Four, the following courses:

THENCE, along said curve to the left an arc distance of 90.92 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 49 degrees 54 minutes 29 seconds East, a distance of 126.34 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 08 degrees 55 minutes 14 seconds, a radius of 1,505.65 feet, subtended by a 234.18 foot chord which bears South 45 degrees 26 minutes 52 seconds East;

Along said curve to the right an arc distance of 234.42 feet to the **POINT OF BEGINNING** and **CONTAINING** 87.51 Acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC LAND COMPANY, LLC, Frederick L. Albrecht, Keller Webster, Andy Harvey, Gordon Greeson, and Kenneth Prater acting herein by and through his(it)s duly authorized officer(s), does hereby adopt this plat designating the herein above described property as LIGHT FARMS, LIGHT FARMS WAY EXTENSION & DOE BRANCH REGIONAL PARK, an addition within the extra-territorial jurisdiction of the City of Celina, Texas, and does hereby dedicate, in fee simple, to the Collin County Municipal Utility District No. 1 ("District") forever, the easements and public use areas, streets, rights-of-way and public improvements contained therein. District does hereby dedicate for the public use forever, the easements and public use areas, the streets, rights-of-way and public 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. Notwithstanding the foregoing, the District does hereby dedicate to the City of Celina all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the City of Celina's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utilities entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas,

WITNESS, my hand, this the ____ day of _____, 2017.

By: RJM/CELINA III, L.P., a Texas limited partnership, Manager

By: RJM/CELINA III, L.P., a Texas corporation, General Partner

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 _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

WITNESS, my hand, this the ____ day of _____, 2017.

By: Kevin Carlson, Special Durable Power of Attorney for Real Estate Transactions

Authorized Signature of the Directors of Collin County Municipal Utility District No. 1, Owners
Frederick L. Albrecht, Keller Webster, Andy Harvey, Gordon Greeson, and Kenneth Prater

Kevin Carlson, Special Durable Power of Attorney for Real Estate Transactions
for Frederick L. Albrecht, Keller Webster, Andy Harvey, Gordon Greeson, and Kenneth Prater

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 Kevin Carlson, Special Durable Power of Attorney for Real Estate Transactions for Frederick L. Albrecht, Keller Webster, Andy Harvey, Gordon Greeson, and Kenneth Prater, the Directors of Collin County Municipal Utility District 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 _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

CERTIFICATE OF APPROVAL:
WITNESS, my hand, this the ____ day of _____, 2017.

By: Authorized Signature of COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1

Keller Webster, 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 Keller Webster, 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 _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Eric J. Yahoudy do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Celina, Texas.

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 _____, 2017.

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	

FINAL PLAT
LIGHT FARMS
LIGHT FARMS WAY EXTENSION & DOE BRANCH REGIONAL PARK
CONTAINING
3 OPEN SPACE LOTS
2 RECREATIONAL LOTS
& 1 AMENITY CENTER LOT
TOTALING 87.51 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABSTRACT No. 734 &
COLLIN COUNTY SCHOOL LAND SURVEY No.14,
ABSTRACT No. 167
COLLIN COUNTY, 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	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	
	MAY 2017	SHEET 4 OF 4
	COUNTY RECORDING INFORMATION	



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Rick Chaffin, Interim City Manager
 Date: June 13, 2017
 Re: Wilson Creek Meadows Annexation

Action Requested:

Consider and act upon a Resolution setting a date, time, and place (Tuesday, July 11, 2017 at 5:00 p.m. & Tuesday, July 11, 2017 at 5:05 p.m.) at 112 N. Colorado St., Celina, TX 75009, for public hearings on the proposed annexation of an approximately 105.94 acre tract of land and half of adjacent right-of-way situated in the Jonathan Westover Survey, Abstract No. 1030, and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located south of Choate Parkway, north of Frontier Parkway, east of Preston Road, and west of Custer Road. (Wilson Creek Meadows Annexation) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the property:

Tuesday, June 13, 2017 - City Council acts on a resolution to set the public hearing dates;
 Tuesday, July 11, 2017 - Two separate public hearings are held on the same night (Tuesday, July 12, 2017 at 5:00 p.m. & Tuesday, July 12, 2017 at 5:05 p.m.); and
 Tuesday, August 8, 2017 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Annexation Petition

Staff Recommendation:

Staff recommends approval as presented.



VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: Jonathan Westover Survey Ab. 1030; Coleman Watson Survey Ab. 945

Tract Number(s): n/a Number of Acres: 105.79 Ac

Number of People Living on Each Tract of Land (attach an additional sheet if necessary): 0

Current Property

Owner's Name(use additional page for more space): Terry W. Mitchell

Company: Titus Celina, L.L.C.

Address: 106 Decker Dr. Suite 310

City, State, Zip: Irving, Texas 75062

Phone#: 214.212.6326

Fax #: n/a

E-Mail Address: terry.mitchell@contrastdevelopment.com

Owners

Signature: _____

Representative's Name: Terry W. Mitchell

Company: Contrast Development L.L.C.

Address: 106 Decker Dr. Suite 310

City, State, Zip: Irving, Texas 75062

Phone#: 214.212.6326

Fax #: n/a

E-Mail Address: terry.mitchell@contrastdevelopment.com

Submittal Requirements

- ☒ Application
- ☒ Application Fee -Minimum \$250.00 or actual costs
- ☒ Metes and bounds description of the property with graphic exhibit. The metes and bounds description on the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper **Graphic Exhibit must be in black and white.**
- ☒ An exhibit depicting the location of the property location to the nearest existing or future major thoroughfare north, south, east, and west of property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Waiver 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

STATE OF TEXAS

COUNTY OF _____

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

Owner, Applicant, or Representative

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

My Commission expires _____

Notary Public in & for the State of
Texas

OFFICE USE ONLY

Receipt#: _____

Check#: _____

Payor: _____

PETITION FOR ANNEXATION

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

Celina Titus, LLC, a Texas limited liability company ("Owner"), the owner of the property described by metes and bounds and depicted on Exhibit A (the "Property"), hereby requests that the Property be annexed by the City of Celina, Texas (the "City"). This voluntary petition for annexation is conditioned on the City and Owner entering into a development agreement pursuant to Section 212.172 of the Texas Local Government Code governing the Property prior to the City's annexation of the Property. If the City does not satisfy such condition prior to annexing the Property, this Petition and Owner's consent to annexation of the Property shall be deemed to be withdrawn.

The exhibit referenced in this Petition is attached hereto and made a part hereof for all purposes.

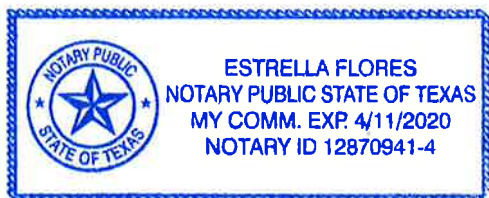
EXECUTED this 30 day of May, 2017.

OWNER: **Celina Titus, LLC**
a Texas limited liability company

By: Terry W. Mitchell
Name: Terry W. Mitchell
Title: Manager

THE STATE OF TEXAS §
COUNTY OF DALLAS § §

This instrument was acknowledged before me on May 30, 2017, by Terry W. Mitchell, Manager of Celina Titus, LLC, a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public in and for the State of Texas

Attachment: Wilson Creek Meadows Annexation (2069 : Wilson Creek Meadows Annexation)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Rick Chaffin, Interim City Manager
Date: June 13, 2017
Re: Upper Trinity Regional Water District Board Member

Action Requested:

Consider and act upon appointing James Burnham to the Upper Trinity Regional Water District Board as the City of Celina's representative. (Vanzant)

Background Information:

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

N/A

Staff Recommendation:



James Burnham
401 Niles Ct
Oak Point, TX 75068
405-414-0071

james.burnham@t-mobile.com

Born and raised in South Central Kansas then joined the military right out of high school. Now retired from the Military, serving 13 years with the US Army and 9 years with the US Navy. Have spent the last 20 years working for T-Mobile, USA where I'm a Senior Fiber Optics Engineer. A graduate from Mid-America Christian University with a BA in Business and a BA in Ethics. I now live in Oak Point, Texas, with my wife of 26 years. I have two grown kids, one lives here in Texas and one lives in OKC with her husband. We attend the North Campus of Prestonwood Baptist Church in Prosper, where I am a Deacon and volunteer on the Media Team each Sunday. Just this past election I decided to not run again for the Mustang SUD board after serving nine years, the last two years as the Board Secretary.



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Rick Chaffin, Interim City Manager
Date: June 13, 2017
Re: Library Donations

Action Requested:

Consider and act upon a resolution of the City Council of the Celina, Texas, authorizing the Celina Public Library to donate surplus books and circulation materials to the Friends of Celina Library, a not for profit organization, that will resell the goods as a fundraiser for the public library; and providing an effective date. (Shaw)

Background Information:

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CELINA, TEXAS, AUTHORIZING THE CELINA PUBLIC LIBRARY TO DONATE SURPLUS BOOKS AND CIRCULATION MATERIALS TO THE FRIENDS OF CELINA LIBRARY, A NOT FOR PROFIT ORGANIZATION, THAT WILL RESELL THE GOODS AS A FUNDRAISER FOR THE PUBLIC LIBRARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Celina Public Library ("Library") is in possession of surplus property; and

WHEREAS, the Library periodically receives donations of books and other materials that cannot be used as circulation materials in the Library and periodically removes books and other materials from circulation because the items are out-of-date, duplicate copies, superseded by new editions, worn or no longer in demand by the public, (the "Property"); and

WHEREAS, the Friends of Celina Library is a not-for-profit organization ("Friends of the Library") that collects books and other items and resells them to raise money for the Library; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") has investigated and determined that the Property should be discarded and/or disposed of as surplus property; and

WHEREAS, the City Council has further investigated and determined that the Property is, among other things, outdated, valueless, inoperable and/or unfit for use by the City of Celina, Texas ("Celina"); and

WHEREAS, the City Council has further investigated and determined that the cost of storing the Property exceeds the fair value of the Property; and

WHEREAS, the City Council has further investigated and determined that donating the Property to Friends of the Library serves a legitimate public purpose; and

WHEREAS, the City Council has further investigated and determined that it is more cost effective to donate the Property to the Friends of the Library to sell and raise money for the Library than for the Library to dispose of the Property in accordance with the provisions of Celina's Purchasing Manual; and

WHEREAS, the City Council has further investigated and determined that sufficient controls are in place to ensure that the public purpose will be carried out; and

WHEREAS, the City Council has determined that Celina's Purchasing Manual does not authorize the Library to donate the Property to the Friends of the Library and that this Resolution is needed to provide such authorization; and

RESOLUTION TO DONATE SURPLUS MATERIALS TO THE FRIENDS OF THE LIBRARY

WHEREAS, the City Council has further investigated and determined that it is in the best interests of Celina and its citizens to dispose of the Property by donating the same to Friends of the Library as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: Disposal/Donation Authorized. Notwithstanding any provision of Celina's Purchasing Manual, the City Council hereby grants authorization to the Library to dispose of the Property by donating the same to Friends of the Library to resell for the purpose of fund-raising for the Library. The Director of the Library is granted authority to determine which books and circulation materials are surplus property, when and as needed. The authorizations granted by this Section shall remain effective until revoked by resolution of the City Council.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THIS THE ____ DAY OF _____, 2017.

APPROVED:

Sean Terry, Mayor

ATTEST:

Vickie Faulkner, City Secretary



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
Date: June 13, 2017
Re: Resolution Supporting the Transportation Priorities of Collin County

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, supporting Collin County Transportation Priorities. (DeBuff)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution Ordinance

Staff Recommendation:

RESOLUTION # _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS, SUPPORTING COLLIN COUNTY TRANSPORTATION
PRIORITIES**

WHEREAS, the Regional Transportation Council (RTC) is the policy body, and North Texas Council of Governments, (NCTCOG) through its Transportation Department is the federally designated Metropolitan Planning Organization (MPO) that conducts regional transportation planning in North Texas, and is responsible for developing multimodal transportation plans and programs in support of coordinated regional mobility in North Central Texas; and

WHEREAS, Mobility 2040 is the approved Metropolitan Transportation Plan for North Central Texas and outlines mobility, quality of life, system sustainability, and implementation as the transportation goals of the region; and

WHEREAS, the rapid population growth in Collin County presents current and future concerns about traffic congestion and overall mobility in North Central Texas; and

WHEREAS, the RTC, the Texas Department of Transportation (TxDOT), and Collin County are committed to developing solutions that assure adequate future mobility and, as such, have placed special emphasis on identifying priority projects in Collin County that may not already be identified in the Mobility 2040 Plan; and

WHEREAS, on March 31st 2017 NCTCOG presented a Strategic Roadway Action Plan to the Collin County Elected Officials in response to the growing need to improve mobility in North Texas, and for consideration for expedited implementation; and

WHEREAS, collaboration amongst local governments is critical, therefore elected officials were asked to come to a consensus for the identification of priority projects that will support the transportation goals outlined in the Strategic Roadway Action Plan and the Mobility 2040 Plan; and

WHEREAS, the local governments in Collin County have come to a consensus on a series of potential transportation projects and priorities that support the goals outlined in the Mobility 2040 Plan and the assurance for adequate future mobility in Collin County;

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

- Section 1. The Council supports the proposed Collin County Transportation Program and encourages the County to continue its longstanding partnerships with local governments for emphasizing and advancing the construction of arterial roadways that support the Collin County Thoroughfare Plan.
- Section 2. The Council supports the ongoing efforts of Collin County continuing to expend funds for continued maintenance and/or improvement to Collin County roads as needed.
- Section 3. The Council supports the ongoing efforts of the Texas Department of Transportation in evaluating the best options for the improvements to Highway 380, including the eastward extension of Spur 399 as a limited access roadway and improvements to the existing US 380 to address current safety and congestion issues; the Council also understands that this process will take an extended period of time to complete, recognizing concerns that potential economic and social impacts exist in converting sections of Highway 380 to limited access.
- Section 4. The Council supports Collin County in its efforts to advance the development of the Collin County Outer Loop and encourages the County to accelerate the project schedule.
- Section 5. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ON THE 13TH DAY OF JUNE, 2017.

CITY OF CELINA, TEXAS

SEAN TERRY
Mayor

ATTEST:

VICKI FAULKNER
City Secretary

APPROVED AS TO FORM:

LANCE VANZANT
City Attorney



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Engineering
 CC: Rick Chaffin, Interim City Manager
 Date: June 13, 2017
 Re: Engineering Design Contract - Ownsby Parkway

Action Requested:

Consider and act upon a contract by and between the City of Celina and Peloton for Professional Services related to the Design of Ownsby Parkway. (Johnson)

Background Information:

The project will include the design of the following tasks:

This project consists of the construction of two northern lanes of a designed 4-lane divided street, with necessary upgrades to existing stormwater culverts and fronting driveways along an approximate 5,250 lf segment of Ownsby Parkway, from Preston Road east to the existing bend in Ownsby Parkway. In addition, the designs will include: roughly 1,700 lf extension of an existing 8 inch diameter City Sanitary Sewer Main within Ownsby Parkway; future layout for the Ownsby Parkway and Preston Road intersection at the western project limits; and a future layout and interim improvements for the Ownsby Parkway bend/intersection at the eastern project limits. It is recognized that this segment of Ownsby Parkway is included on the Celina City and Collin County Master Thoroughfare Plans (MTPs) as a future Major 6-Lane divided roadway (M6D). The proposed 4-lane street section will provide for two future lane additions along the interior of the street (median area) to achieve the future MTP 6-lane configuration, but the design will focus on the 4-lane street section for subsequent construction efforts.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Engineering design for Ownsby Parkway has been budgeted as part of the FY17 Bond Sale.

Legal Review:

Legal will review for form and content

Supporting Documents:

Contract

Staff Recommendation:

Approval as presented.



May 26, 2017

Mr. Gabe Johnson, PE
 Director of Engineering
 City of Celina
 142 N. Ohio Street
 Celina, TX 75009

Re: Engineering Services Proposal
 Ownsby Parkway Design - City Project No. R13
 Celina, Texas

Mr. Johnson:

Peloton Land Solutions, Inc. (PLS) is pleased to submit the following proposal and supporting documents for the above referenced project. Our proposal is in response to your invitation dated May 12, 2017. PLS has experience with similar street projects for other municipalities and direct involvement in recent roadway improvement activities in your city. Our knowledge and understanding of this project has developed from conversations with you, initial research and feasibility work, and through our design efforts on Ownsby Parkway – directly west of this site.

Per your request, we are including the following with this proposal:

- A detailed Scope of Work and Summary of Fees;
- A Task/Hour Fee Breakdown and Preliminary Project Schedule;
- A Feasibility Level Construction Estimate and Project Extents Exhibit;
- A City of Celina Contract and an Insurance Certificate; and
- Information about our firm and the team we've assembled for this project.

I will be the principal-in-charge for this effort and Denny Peters will be our project manager. Together we have over 48-years of experience with projects of this type. We understand the many challenges and nuisances typical of successful municipal projects and are confident the experienced team of talented professionals we've assembled for this project will ensure its success.

Thank you for the opportunity to propose on this project and please feel free to contact me or Mr. Peters if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink that reads "Aric Head".

Aric Head, AICP
 CEO Peloton Land Solutions, Inc.

**ENGINEERING PROFESSIONAL CONTRACT
CITY OF CELINA**

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

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

**I.
PURPOSE**

PROFESSIONAL shall provide Engineering and Surveying Services for **Ownsby Parkway Design (City Project #R13)**

**II.
DESCRIPTION OF SERVICES**

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

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

written reports as may be required by the scope of the proposal.

- D. **PROFESSIONAL** will provide the **CITY** with one set of the final design and contract documents, (22" x 34") plans and digital files of the construction plans. A record drawings of the plans on Mylars (22" x 34") and revised digital files shall be provided by the **PROFESSIONAL** upon completion of the project. Plans shall be on Mylar, specifications shall be on a high-grade paper, and digital files shall be on labeled Compact Disk(s).

III. PERFORMANCE OF WORK

PROFESSIONAL or **PROFESSIONAL'S** associates and employees listed under the "Project team and organization chart" in "Exhibit A" shall perform all the work called for in this Contract. **PROFESSIONAL** hereby covenants and agrees that all of **PROFESSIONAL'S** associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract. Any change made to the **PROFESSIONAL** or **PROFESSIONAL'S** associates and employees working on this project is strongly discouraged. Notification of a change shall be in writing and possible replacement(s) shall be of similar qualification and experience, otherwise the **CITY** at its sole discretion may exercise its option to terminate the contract. All changes under this item shall be approved in writing by the **CITY** prior to it being implemented.

IV. PAYMENT

The **CITY** shall pay to **PROFESSIONAL** a maximum amount of **Three Hundred Forty-Eight Thousand Three Hundred Thirty & No/100 Dollars (\$348,330.00)**, in accordance with Exhibit "A" for the services including expenses. **PROFESSIONAL** shall bill **CITY** on a monthly basis for services rendered, based upon percentage of work completed. **CITY** shall make prompt monthly

payments in the amount shown by the **PROFESSIONAL'S** approved monthly statements and other documentation submitted. No interest shall ever be due on late payments. Within 30 days after the final completion and acceptance by the **CITY** of all work under this Contract, and demonstration of payment of all suppliers and sub-contractors final payment shall be due.

V. TERM OF THE CONTRACT

This Contract shall commence and be in full force and effect upon the signing of the Contract and observance of the appropriate formalities and as per the "Project Bar Chart Schedule" in "Exhibit A". This Contract shall terminate **December 31, 2018**, at which time all of the work called for under this Contract must have been completed unless the parties mutually agree in writing to extend the term of the Contract, or, unless otherwise terminated as provided in Paragraph XVI herein. Throughout the project the Professional must establish and maintain procedures for tracking and reporting progress. On projects lasting over two months and exceeding \$15,000, the Professional shall submit to the City written progress reports on a monthly basis. The reports shall include a brief summary of progress relative to each phase of work of the project. Reports shall include minutes of review meetings, documentation of any changes, and shall address issues and challenges encountered as well as anticipated project milestones according to the schedule, and anticipated solutions to keep the project on schedule.

VI. CONTRACT PERSONAL

PROFESSIONAL and the **CITY** hereby covenant and agree that this Contract provides for personal services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the **CITY**, unless they are listed under the "Project team and organization chart" in "Exhibit A". Any change made to any assigned or sublet work on this project is strongly discouraged. Notification of a change shall be in writing and possible replacement(s) shall be of

similar qualification and experience, otherwise the **CITY** at its sole discretion may exercise its option to terminate the contract. All changes under this item shall be approved in writing by the **CITY** prior to it being implemented.

VII. CONFLICT OF INTEREST

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

VIII. CHANGE IN WORK

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

IX. CONFIDENTIAL WORK

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

X. OWNERSHIP OF DOCUMENTS

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

XI. NONDISCRIMINATION

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

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

XII. INDEPENDENT CONTRACTOR

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

XIII. INSURANCE

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

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

XIV. HOLD HARMLESS

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

XV. NO VERBAL AGREEMENT

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

XVI. TERMINATION

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

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

XVII. VENUE

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

XVIII. APPLICABLE LAWS

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

XIX. CONTRACT INTERPRETATION

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

XX. NOTICES

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

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

PROFESSIONAL: Aric Head, AICP
Peloton Land Solutions, Inc.
9800 Hillwood Pkwy., Suite 250
Fort Worth, TX 76177

XXI. SEVERABILITY

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

XXII. RIGHT OF REVIEW

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

XXIII. SUCCESSORS AND ASSIGNS

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

XXIV. CAPTIONS

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

XXV. WAIVER OF ATTORNEYS FEES

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

EXECUTED this the _____ day of _____, 2017

CITY OF CELINA, TEXAS:**PROFESSIONAL:**

Mayor**ATTEST:**

City Secretary**APPROVED AS TO FORM:**

City Attorney
Aric Head, CEO Peloton Land Solutions**ATTEST:**
Randy Alexander, Principal



Exhibit A

Engineering Services - Ownsby Parkway Design

(City Project #R13)

Attachment 'A'

Scope of Work

The scope set forth here defines the engineering and surveying services to be performed by Peloton Land Solutions, Inc. (PLS) for the City of Celina (City) on the Ownsby Parkway Design project (City Project #R13). This services consist of: analysis and design; improvement plan and construction document preparations; and permitting, bidding, and construction administrative support for proposed improvements to Ownsby Parkway (County Road 83) – east of Preston Road (State Highway 289).

Project Description and Objectives

This project consists of the construction of two northern lanes of a designed 4-lane divided street, with necessary upgrades to existing stormwater culverts and fronting driveways along an approximate 5,250-lf segment of Ownsby Parkway, from Preston Road east to the existing bend in Ownsby Parkway. In addition, the designs will include: a roughly 1,700-lf extension of an existing 8-inch diameter City sanitary sewer main within Ownsby Parkway; a future layout for the Ownsby Parkway and Preston Road intersection at the western project limits; and a future layout and interim improvements the Ownsby Parkway bend/intersection at the eastern project limits. These intersections and the extents of project limits are depicted on attached Exhibit B. It is recognized that this segment of Ownsby Parkway is included on the Celina City and Collin County Master Thoroughfare Plans (MTPs) as a future Major 6-Lane Divided roadway (M6D). The proposed 4-lane street section will provide for two future lane additions along the interior of the street (median area) to achieve the future MTP 6-lane configuration, but the design will focus on the 4-lane street section for subsequent construction efforts.

Currently an existing 2-lane roadway section (one lane in each travel direction) exists along the project corridor. Although the design for this roadway segment will include a full-width, divided 4-lane street section, only the northern two lanes will be constructed at this time. These lanes will be marked for one lane travel in each direction until the street segment is fully improved to 4-lanes. It is anticipated the southern two lanes will eventually be improved per these designs once development activity along the southern road frontage necessitates. The partial street section improvement presents an important aspect of this project - the perpetuation of the exiting Ownsby Parkway roadway surface and access to existing driveways during construction of the two new travel lanes for continued service to the properties east or Preston Road. Once the two new travel lanes are improved, the existing roadway surface will be demolished. Construction phasing and traffic control plans are included in this scope to achieve this objective.

This proposal includes a feasibility level construction cost estimate for installing just the two new northern lanes with all needed appurtenances. This initial estimate shows this cost to be roughly \$2.3 M. For comparison, a similar estimate was developed for the entire 4-lane section (for which, this

proposal provides a design) indicating the cost of constructing the full-width street improvements would be roughly \$3.6 M.

The scope of services also includes analysis and conceptual layouts for the future, full-buildout configuration of the two intersections – one at each end of the improved roadway segment. The intention here is to provide the City with planning tools for future right-of-way dedications (if warranted), adjacent project improvement coordination, and traffic controls. PLS will rely on record traffic studies, coordination with TxDOT, and the MTP to prepare a future intersection layout, with possible signalization considerations, for the Ownsby Parkway and Preston Road intersection. Similarly, PLS will provide a future intersection layout and an interim improvement plan for the approximate 90-degree bend in Ownsby Parkway at the eastern extent of the project. It is anticipated that the future layout will include the future 4-lane street section and conform to the MTP while the interim design will promote safe travel and traffic control for this bend/intersection with the two new lanes constructed.

Proposed Services

1.0 Design Management

PLS will provide conceptual analysis and prepare a conceptual design package for City review. This will be a project planning and constraints identification effort with the level of completeness intended for this task, as related to the final improvement plans, at roughly 35 to 40%. This task will include the following sub-tasks.

1.1 Design Meetings

PLS will orchestrate and attend project meetings as directed by the City to ensure the design team, City, and citizens of Celina remain informed and have direct input on the project. These meetings will include:

- Project kick-off meeting at the City
- Public Workshop at the City
- Design review meetings (3) at the City

1.2 Project Team Management

PLS will lead, manage, and direct design team members and activities to ensure quality, timeliness, and performance. This management will include:

- Orchestrating and hosting internal team meetings
- Communication and reporting
- Meeting agendas and minutes
- Monthly progress reports to the City
- Monthly invoicing
- Programmed QA/QC review
- Sub-consultant coordination and oversight
- Project schedule preparation and updates

2.0 Conceptual Analysis and Design

PLS will provide analysis and prepare a conceptual design package for City review. This will be a project planning and constraints identification effort with the level of completeness intended for this task, as related to the 100% Construction Documents, at roughly 25% to 30%. A project

schedule will be included in this submittal package along with other documentation listed in the following sub-tasks.

2.1 Data Collection

PLS will perform research and collect data for the project analysis and design, with services to include:

- Obtain and review record drawings, utility design plans, and previous studies
- Perform an initial site visit with investigative photo documentation
- Obtain and review City standard drawings, specifications, and design guides
- Research and obtain adjacent property owner information (plats, deeds, assessor data, etc.)

2.2 Topographic and Design Survey

PLS will perform field surveys and collect horizontal and vertical measurements (elevations) and other information along and adjacent to the project corridor as needed for the analysis and design of this project. The survey will consist of running cross-section traverses perpendicular to the roadway alignment at no more than 75-ft intervals extending typically 25-ft (or more) beyond the existing right-of-way (as surface improvements and constraints permit), with additional, intermittent field measurements taken as needed. Specifically, the topographic and design survey will include:

- Establishment of project control
- Location and measurement of existing pavement, drainage features, ditches, and driveways
- Identification/verification and measurements of existing surface and accessible subsurface utilities (sewer, water, SD, culverts)
- Location, identification and assessment of additional surface features (fences, trees, structures, power poles, transformers, utility pedestals, mail boxes, etc.)

2.3 Subsurface Utility Investigation

PLS will investigate the existing subsurface utilities along the project corridor for the purposes of identifying utility locations and ownerships, while confirming project design opportunities and constraints. This investigation will include:

- Contacting "Texas811" to request pinning of existing utility locations along the project corridor
- Topographic surveying of "Texas811" utility pin flags
- Field investigation of utilities to confirm pinning and topographic survey
- Identification and confirmation of ownership of all utilities within corridor (wet and dry)
- Inverts and interior line connection diagrams of sewer and SD manholes and water vaults
- Resolution of any discrepancies between record drawings and surveyed facilities
- Recommendations for further subsurface investigations (potholing, ground penetrating radar, geophysical search methods, etc.)
- Information correlation with base topographic drawings

2.4 ROW/Easement Research and Boundary Survey

PLS will research record documents and field locate available on-ground property monumentation along the project corridor. This information will be used to develop a right-of-way/easement control drawing and boundary survey. This research and surveying will include:

- Determination of locations and ownerships of existing public rights-of-way and easements
- Confirmation of locations and existing monumentation and property line/corner identifiers (iron rods, caps, corner witnesses, stakes, fencing, etc.) with field measurements

- Resolution of any discrepancies between record boundary and field located information
- Correlation of rights-of-way, easements, and property lines with project control and base topographic drawings

2.5 Conceptual Storm Drain Design

PLS will prepare preliminary drainage area maps and provide initial hydrologic and hydraulic calculations for the storm water runoff produced by and impacting the Ownsby Parkway design segment. This will be a planning level effort necessary for conceptual culvert, storm drain, and/or interim roadside ditch analysis and design. The results of this analysis will be presented on the Conceptual Design Plans (no H & H report included for this task).

2.6 Conceptual Design Plans

PLS will prepare and submit Conceptual Design Plans to the City for review and comment. This plan set will include:

- Preliminary cover sheet
- Existing right-of-way, easement, boundary, and topographic survey information
- Conceptual roadway plan and profile drawings
- Preliminary street section details
- Preliminary drainage areas map and calculations
- Conceptual storm water improvements
- Conceptual construction phasing and traffic control plans

2.7 Preliminary Estimates of Probable Construction Cost

PLS will prepare and submit to the City a preliminary quantity take off and opinion of probable construction cost estimate reflecting the conceptual design plans. City provided unit costs (if available) will be used for this estimate.

3.0 Engineering Plans (75%)

PLS will prepare an Engineering Design Plans package addressing review comments from the Conceptual Plans, objectives identified in a site constructability review, and as further refined in the project design process. This submittal package will represent a level of completeness, as related to the 100% Construction Documents, of roughly 75%. PLS intends to retain, as a sub-consultant, the local engineering firm of Baird, Hampton & Brown (BHB) for streetlight designs and collaboration on the future Ownsby Parkway and Preston Road conceptual intersection layout plans. The project schedule will be updated with this submittal package along with other documentation listed in the following sub-tasks.

3.1 Site Visit/Constructability Review

PLS will orchestrate and participate with the City in an on-site project corridor walk-through to evaluate elements of Conceptual Design Plans and conduct a constructability review for concerning elements of the project. It is anticipated that this review will occur prior to or on concert with the preparation of the Engineering Plans.

3.2 Preliminary Stormwater Report

PLS will prepare and submit a Preliminary Stormwater Report in accordance with the City's Engineering Standards. This report will support of the Engineering Plans and address City review comments from the Conceptual Design package with refinements and enhancements as warranted. It is anticipated that the analysis for this report will utilize US Army Corps HEC-HMS

and HEC-RAS modeling software for the hydrologic and hydraulic calculations for off-site watershed areas impacting the project and existing and proposed culvert crossing under the design segment of Ownsby Parkway.

3.3 Geotechnical Investigation/Pavement Design

PLS intends to retain Alpha Testing, Inc., a local Geotechnical engineering firm, as a sub-consultant to perform a Geotechnical investigation and provide pavement design and utility trenching recommendations for the project. Their services will be provided in accordance with the City's Geotechnical Performance Specifications and include:

- 10-ft deep soil borings and in-situ samplings at no more than 500-ft intervals along the project corridor
- Laboratory testing and engineering analysis to determine existing soil conditions
- A detailed Geotechnical engineering study with pavement design and utility trenching recommendations in conformance with City standards

3.4 Engineering Plans (75%)

PLS will prepare and submit Engineering Plans to the City for review and comment. This plan set will be prepared in accordance with the City's Engineering Standards and include:

- Cover sheet with sheet index
- General notes sheet
- ROW/Easements layout sheet with horizontal and vertical control
- Demolition plans
- Surface utility adjustment plans
- Plan and profile pavement plans
- Signage, striping, street markings, and streetlight plans
- Future Ownsby Pkwy. and Preston Road intersection conceptual layout plan
- Project phasing and traffic control plans
- Sanitary sewer extension plans
- Drainage area maps and calculations (updated)
- Storm drain and culvert improvement plans
- Roadway design cross-sections (as needed to support plan and profile drawings)
- Typical street sections, special details, and standard construction details
- Erosion control plans

3.5 Preliminary Project Specifications

PLS will provide Preliminary Project Specification to support the Engineering Plans. The specifications book will be based on the latest edition of City's Technical Specifications and/or the North Central Texas Standard Specifications for Public Works Construction.

3.6 Quantities and Opinion of Probable Cost (updated)

PLS will prepare and submit to the City an updated quantity take off and opinion of probable construction cost estimate reflecting changes and additions in the Engineering Plans. City provided unit costs (if available) will be used for this estimate.

3.7 Preliminary ROW/Easement Plats

PLS will prepare and submit Preliminary right-of-way and/or easement plats based on the boundary survey and improvements proposed on the Engineering Plans. These will be

preliminary documents needed to obtain right-of-way dedications and/or easements needed for improvements, construction, and temporary access along the project corridor. This scope anticipates this effort will require one plat showing ROW dedications of up to six parcels and no more than six separate easement documents.

3.8 Rights of Entry Documents

PLS will prepare and submit temporary right of entry documents for City review. These documents will include letters, and accompanying legal descriptions and exhibits, addressed to land owners affected by the project construction activities (not permanent easements). This scope anticipates this effort will require no more than twelve right of entry documents.

4.0 Final Plans and Construction Documents

PLS will prepare and submit Final Plans (90%) and Construction Documents (100%) for the project. These submittal packages will include supplemental documents as listed in the following sub-tasks.

4.1 Final Improvement Plans (90%)

PLS will prepare and submit for review a Final Plans package addressing City review comments from the Engineering Plans. The Final Plans will represent a level of completeness, as related to the 100% Construction Documents, of roughly 90%.

4.2 Stormwater Report – Final

PLS will prepare and submit for review a Final Stormwater Report addressing City review comments from the preliminary report.

4.3 ROW/Easement Plats – Final

PLS will prepare and submit a final right-of-way plat and final versions of easement documents prepared in conjunction with the Final Plans submittal. This task anticipates one final plat showing ROW dedications for no more than six parcels and up to six separate easement documents. Also included in this task is field monumentation for the proposed ROW dedications.

4.4 Construction Plans (100%)

PLS will prepare and deliver 100% Construction Plans (Mylar drawings) addressing City review comments from the Final Plans submittal. These plans will reflect the finished design for the project, complete with signatures and ready for contract documents.

4.5 Project Specifications – Final

PLS will provide final project specifications addressing City review comments from the preliminary specifications submittal. These specifications will be coordinated with and incorporated into the 100% Construction Documents.

4.6 Quantities and Opinion of Probable Cost – Final

PLS will prepare and submit to the City an updated and final quantity take off and opinion of probable construction cost estimate in coordination with the Construction Documents. The estimate will use City provided unit costs (if available) and be available for inclusion in project bid documents.



5.0 Permitting Support Services

PLS will provide permitting support and coordination as needed to facility permits normally required for a project on this type and size, including preparation and submittal of plans and permit application with TxDOT, franchise utility companies, and TCEQ (via Storm Water Pollution Prevention Plan assistance to the selected Contractor).

6.0 Bidding Support Services

PLS will provide Bidding Support to the City to facility the award of the project to a selected contractor. These services, as normally required for a project of this type and size, will include the performance, preparation, and/or coordination of the following:

- Unit price bid documents
- Contract documents and instructions to bidders
- Prebid conference
- Advertise for bidders and track bidder list
- Contract addenda distribution
- Substitutions and alternate materials review
- Bid opening, tabulation, qualification review, and award recommendation
- Final contract documents (addenda and substitutions incorporated)

7.0 Construction Support Services

PLS will provide Construction Support to the City to facility the construction of the project. These services, as normally required for a project of this type and size, will include the performance, preparation, and/or coordination of the following services and tasks. For this proposal, it is assumed that construction will take no more than 6-months and PLS will perform up to two site visits per week for observation, issue resolution, and field reporting.

- Preconstruction conference
- Site visits/observations and progress reports during construction
- Review Geotech field reports, samples, and material submittals
- Review and address RFI/RFC requests, change orders, and shop drawings
- Punch-list walkthrough and final project/acceptance walkthrough
- Record Drawings (Mylar sheets) and final electronic CAD drawing files (field measurements to be provided by contractor)

Exclusions

The following Exclusions apply to this Scope of Work:

- Potholing or other subsurface investigation activities
- Construction Staking and As-Built Surveying
- Material Testing during construction
- Floodplain Development Permit or FEMA application
- Natural Gas pipeline lowering or relocations
- Environmental Permitting or JWOTUS delineations /mitigations
- Traffic Impact Analysis, Studies, or Traffic Signal designs
- Landscape designs or improvements
- TxDLR/TAS Accessibility review
- MTP amendments or updates
- Retaining walls or Structural designs

Attachment 'B'

Compensation and Fees

Compensation

For all services included in Exhibit A: Scope of Work, PLS shall be compensated a Lump Sum amount of \$ 348,330.00 as summarized in the following table. This Lump Sum maximum fee shall be considered full compensation for all labor, materials, supplies, travel expenses, equipment, and sub-consultant fees necessary to deliver the services described in Exhibit A. The Lump Sum fee shall not be exceeded without prior authorization from the City. If additional services are required beyond the Scope of Work, compensation shall be per corresponding contract addenda.

Lump Sum Fee Summary

<u>Task</u>	<u>Fee</u>
1.0 Design Management	\$21,985.00
2.0 Conceptual Analysis and Design	\$61,065.00
3.0 Engineering Plans (75%)	\$132,225.00
4.0 Final Plans and Construction Documents	\$64,225.00
5.0 Permitting Support Services	\$30,050.00
6.0 Bidding Support Services	\$15,320.00
7.0 Construction Support Services	\$23,460.00
Total Lump Sum	<u>\$348,330.00</u>

TASK/HOUR FEE BREAKDOWN
Design, Surveying, and Construction Support Services
Owensby Parkway Design
City Project No. R13

Task No.	Task Description	Labor (hours)									Total Labor Cost	Expenses			Total Expense Cost	Task Sub Total
		Principal	Project Manager	Surveyor Mngr./RPLS	Survey Crew (2)	Project Engineer	Engineer	EIT/Survey Tech	CADD	Admin.		Sub-Consult.	Travel	Reproduction		
		Rate	\$225	\$190	\$170	\$155	\$155	\$135	\$110	\$95	\$100					
1.0	Design Management	7	38	0	0	44	10	4	4	37	\$21,485	\$0	\$500	\$0	\$500	\$21,985
1.1	Design Meetings															
1.1.1	Project Kick-Off Meeting	2	2			4					\$1,450		\$100		\$100	\$1,550
1.1.2	Public Workshop	4	4			6	4	4	4	2	\$4,150		\$100		\$100	\$4,250
1.1.3	Design Review Meetings (3)		6			10	6			3	\$3,800		\$300		\$300	\$4,100
1.2	Project Team Management															
1.2.1	Monthly Invoicing & Reports		18			10				24	\$7,370				\$0	\$7,370
1.2.2	Sub-Consultant Coordination		4			8				4	\$2,400				\$0	\$2,400
1.2.3	Design Schedule and Updates	1	4			6				4	\$2,315				\$0	\$2,315
2.0	Conceptual Analysis and Design	1	24	14	100	46	84	144	32	2	\$60,215	\$0	\$350	\$500	\$850	\$61,065
2.1	Data Collection		4			4	8				\$2,460		\$100		\$100	\$2,560
2.2	Topographic/Design Survey		2	4	60	4		16		2	\$12,940				\$0	\$12,940
2.3	Subsurface Utility Investigation		6			8	12	8			\$4,880		\$200		\$200	\$5,080
2.4	ROW/Easement Research			4				8			\$1,560				\$0	\$1,560
2.5	Boundary Survey		2	6	40			40			\$12,000				\$0	\$12,000
2.6	Conceptual Storm Drain Design		2			6	24	12			\$5,870				\$0	\$5,870
2.6	Conceptual Design Plans	1	6			20	32	48	32		\$17,105		\$50	\$500	\$550	\$17,655
2.7	Prelim. Construction Estimate		2			4	8	12			\$3,400				\$0	\$3,400
3.0	Engineering Plans (75%)	3	34	12	0	136	220	360	176	26	\$118,875	\$12,300	\$50	\$1,000	\$13,350	\$132,225
3.1	Site Visit/Constructability Review		4			6	4				\$2,230		\$200		\$200	\$2,430
3.2	Preliminary Stormwater Analysis		2			6	54	16		2	\$10,560				\$0	\$10,560
3.3	Geotech. Investigation/Pavement Design		2			2				2	\$890	\$6,300			\$6,300	\$7,190
3.4	Engineering Plans (75%)	2	24			120	192	240	176		\$92,650	\$6,000	\$50	\$1,000	\$7,050	\$99,700
3.5	Prelim. Project Specifications		2			4	8	24		4	\$5,120				\$0	\$5,120
3.6	Updated Construction Estimate	1	2			4	16	12			\$4,705				\$0	\$4,705
3.7	Prelim. ROW/Easement Plats (1+6)		2	12		4		60		4	\$10,040				\$0	\$10,040
3.8	Right of Entry Documents (12)		2			2	4	24		16	\$5,470				\$0	\$5,470
4.0	Final Plans & Construction Documents	3	18	10	30	36	124	152	92	4	\$58,625	\$3,000	\$100	\$2,500	\$5,600	\$64,225
4.1	Improvement Plans (90%)	2	6			16	48	40	60		\$20,650	\$3,000	\$50	\$500	\$3,550	\$24,200
4.2	Stormwater Analysis - Final		2			4	24	12		2	\$5,760				\$0	\$5,760
4.3	ROW/Easement Plats - Final (1+6)		2	10	30			48			\$12,010				\$0	\$12,010
4.5	Construction Plans (100%)	1	4			8	40	24	32		\$13,305		\$50	\$2,000	\$2,050	\$15,355
4.6	Project Specifications - Final		2			4	6	16		2	\$3,770				\$0	\$3,770
4.7	Construction Estimates- Final		2			4	6	12			\$3,130				\$0	\$3,130
5.0	Permitting Support Services	2	24	0	0	30	66	88	0	18	\$30,050	\$0	\$0	\$0	\$0	\$30,050
5.1	TxDOT Plans & Permit Processing	2	20			24	48	60		16	\$22,650				\$0	\$22,650
5.2	Franchise Utility Coordination		2			2	12	16			\$4,070				\$0	\$4,070
5.3	TCEQ / SWPPP Permit Assistance		2			4	6	12		2	\$3,330				\$0	\$3,330

TASK/HOUR FEE BREAKDOWN
Design, Surveying, and Construction Support Services
Owensby Parkway Design
City Project No. R13

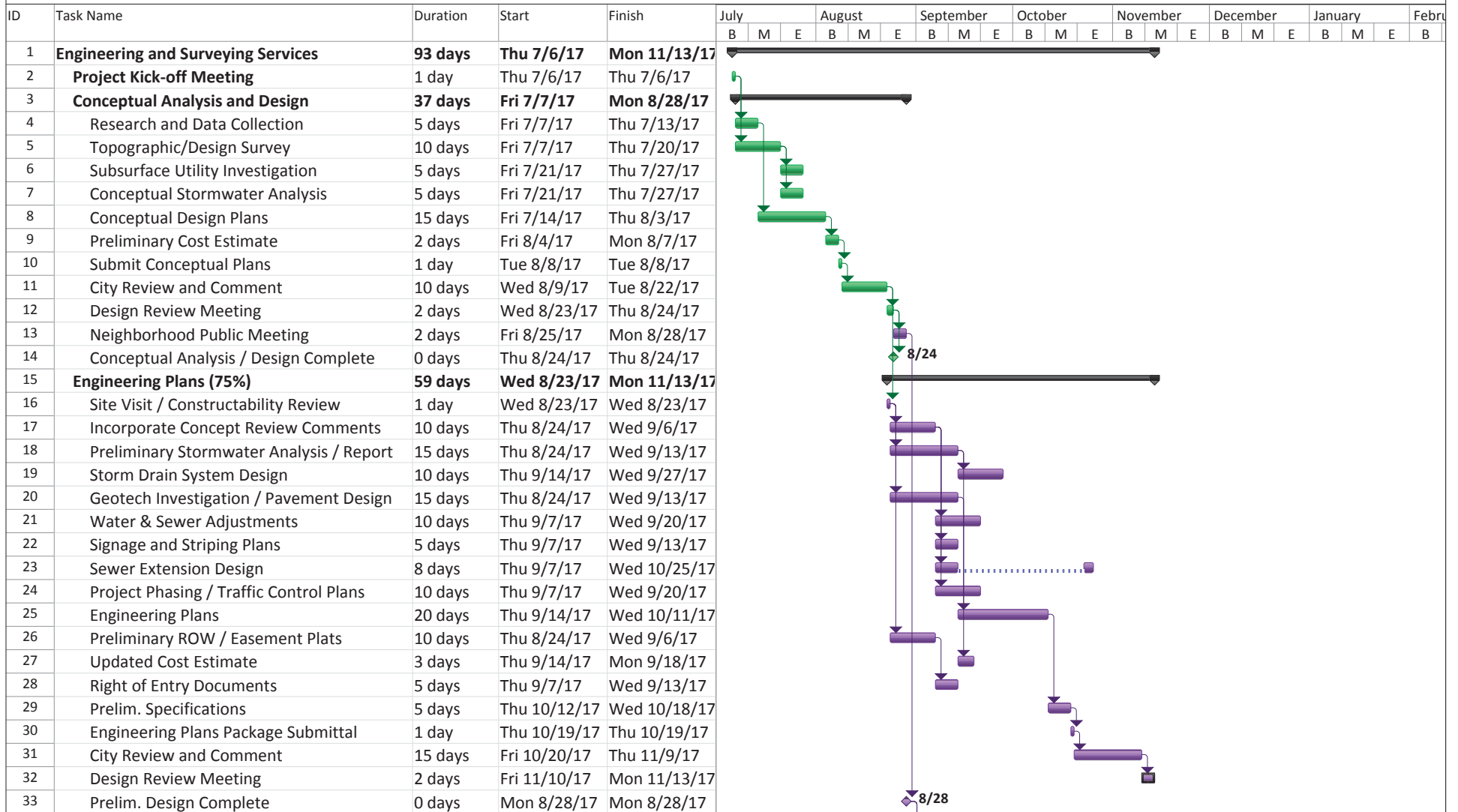
Task No.	Task Description	Labor (hours)									Total Labor Cost	Expenses			Total Expense Cost	Task Sub Total
		Principal	Project Manager	Surveyor Mngr./RPLS	Survey Crew (2)	Project Engineer	Engineer	EIT/Survey Tech	CADD	Admin.		Sub-Consult.	Travel	Reproduction		
	Rate	\$225	\$190	\$170	\$155	\$155	\$135	\$110	\$95	\$100						
6.0	Bidding Support Services	0	10	0	0	24	24	32	12	10	\$14,520	\$0	\$100	\$700	\$800	\$15,320
6.1	Bid Documents		2			6	12	16	12	4	\$6,230			\$200	\$200	\$6,430
6.2	Prebid Conference		4			4					\$1,380		\$100		\$100	\$1,480
6.3	Bid Coordination and Award		2			10	4			2	\$2,670				\$0	\$2,670
6.4	Final Contract Documents		2			4	8	16		4	\$4,240			\$500	\$500	\$4,740
7.0	Construction Support Services	0	8	0	0	18	36	66	24	14	\$20,110	\$0	\$1,350	\$2,000	\$3,350	\$23,460
7.1	Preconstruction Conference		2			2	4			2	\$1,430		\$100		\$100	\$1,530
7.2	Construction Support (6-months)		4			12	24	48		12	\$12,340		\$1,200		\$1,200	\$13,540
7.3	Record Drawings		2			4	8	18	24		\$6,340		\$50	\$2,000	\$2,050	\$8,390
	Totals	16	156	36	130	334	564	846	340	111	\$323,880	\$15,300	\$2,450	\$6,700	\$24,450	\$348,330

Project Fee Summary	
Total Hours	2,533
Total Labor	\$323,880
Total Expenses	\$24,450
Total Project Cost	\$348,330

Ownsby Parkway Design

Preliminary Design Schedule

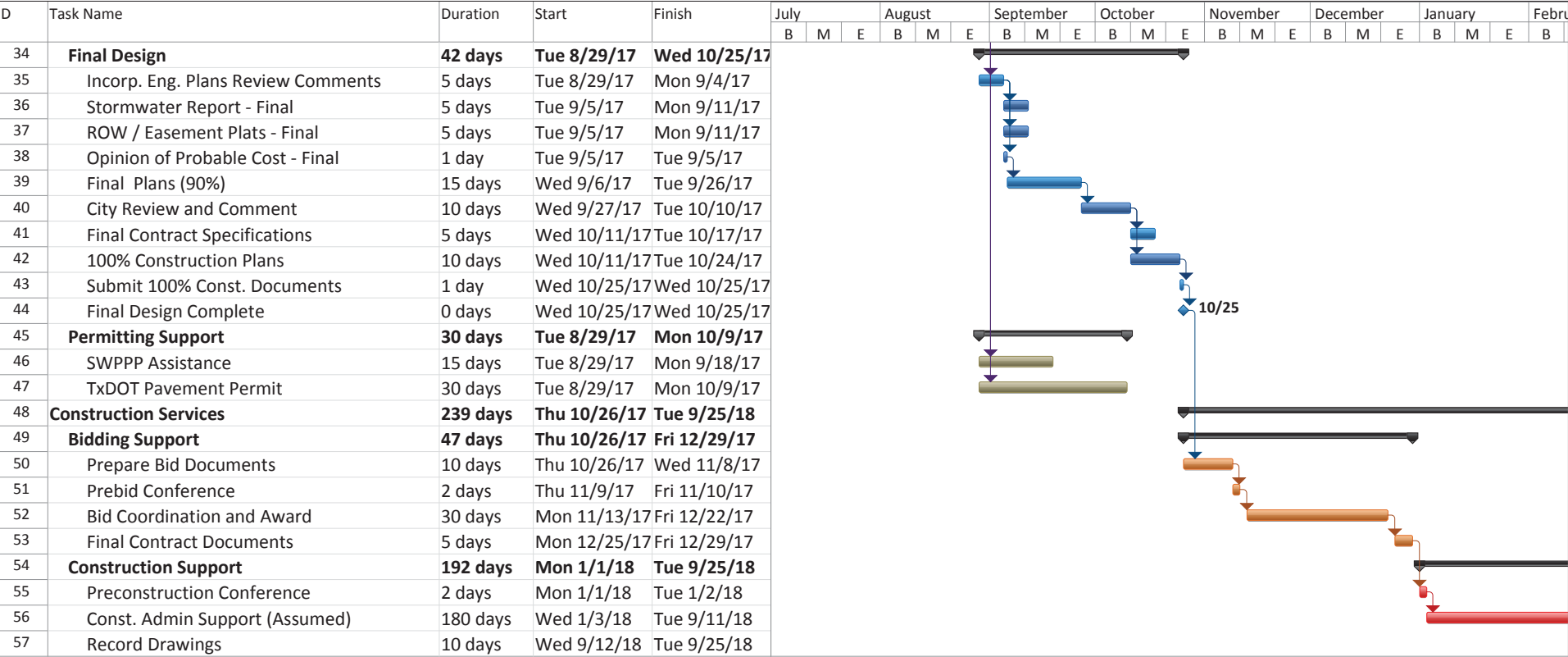
City Project #R13



Project: Ownsby Parkway Prelimin
Date: Thu 5/25/17

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

Owensby Parkway Design
Preliminary Design Schedule
City Project #R13



Project: Owensby Parkway Prelimin
Date: Thu 5/25/17

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



Attachment 'D'

OPINION OF PROBABLE COST
Owensby Parkway - 2-Lanes
 City of Celina, Collin County, Texas

Project Number:
Prepared For:
Date:
File Name:
Prepared by:
Checked by:

CEL17002.0
 City of Celina
 May 30, 2017
 Owensby Parkway_OPC_17-0526.xlsx
 ASR
 BAW

13.5 ACRES
 5,350 LENGTH OF COLLECTOR (FT)
 2 - LN 27' B-B

CONSTRUCTION COSTS

DESCRIPTION	AMOUNT
OWNSBY PARKWAY	
PAVING (120' & 100' ROW)	\$1,209,220.61
STORM	\$290,333.00
WATER	\$17,077.00
SEWER	\$75,995.00
MISCELLANEOUS	\$90,500.00
TOTAL CONSTRUCTION COSTS	\$1,683,125.61

MISCELLANEOUS COSTS

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Electric Franchise Cost	-	LOT	TBD	TBD
Gas Franchise Cost	-	LOT	TBD	TBD
TxDOT Permitting	1	LS	\$10,000	\$10,000
Flood Study	1	LS	\$10,000	\$10,000
SWPPP (plan preparation & inspections)	1	LS	\$9,000	\$9,000
Final Plating Fee	-	LS	TBD	TBD
Engineering Review	1	LS	\$5,000	\$5,000
Traffic Control	1	LS	\$100,000	\$100,000
Geotechnical Testing	10%	%	\$132,000	\$13,200
TOTAL MISC. COSTS				\$147,200

SUMMARY

Construction Costs				\$1,683,126
Miscellaneous Costs				\$147,200
Engineering & Survey	12%	%	\$1,683,126	\$201,975
PPM Bond	3%	%	\$1,683,126	\$50,494
Contingency Fee	10%	%	\$1,683,126	\$168,313
NET PROJECT COSTS				\$2,251,110

Attachment: 2017-06-13 Owensby Pkwy Proposal Peloton_partially executed (2070 : Engineering Design Owensby Parkway - Peloton)



13.5 ACRES
5,350 LENGTH OF COLLECTOR (FT)
4 - LN DIVIDED 27' B-B

Attachment 'D'

Project Number:
Prepared For:
Date:
File Name:
Prepared by:
Checked by:

OPINION OF PROBABLE COST
Owensby Parkway East Ultimate
City of Celina, Collin County, Texas

CEL17002.0
City of Celina
May 30, 2017
Owensby Parkway_OPC ULT_17-0523.xlsx
ASR
BAW

CONSTRUCTION COSTS

DESCRIPTION	AMOUNT
OWNSBY PARKWAY	
PAVING (120' & 100' ROW)	\$1,974,575.00
STORM	\$511,945.00
WATER	\$18,953.00
SEWER	\$79,795.00
MISCELLANEOUS	\$175,200.00
TOTAL CONSTRUCTION COSTS	\$2,760,468.00

MISCELLANEOUS COSTS

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Electric Franchise Cost	-	LOT	TBD	TBD
Gas Franchise Cost	-	LOT	TBD	TBD
TxDOT Permitting	1	LS	\$10,000	\$10,000
Flood Study	1	LS	\$10,000	\$10,000
SWPPP (plan preparation & inspections)	1	LS	\$9,000	\$9,000
Final Plating Fee	-	LS	TBD	TBD
Engineering Review	1	LS	\$7,500	\$7,500
Traffic Control	1	LS	\$100,000	\$100,000
Geotechnical Testing	10%	%	\$192,000	\$19,200
TOTAL MISC. COSTS				\$155,700

SUMMARY

Construction Costs				\$2,760,468
Miscellaneous Costs				\$155,700
Engineering & Survey	12%	%	\$2,760,468	\$331,256
PPM Bond	3%	%	\$2,760,468	\$82,814
Contingency Fee	10%	%	\$2,760,468	\$276,047
NET PROJECT COSTS				\$3,606,290

Attachment: 2017-06-13 Owensby Pkwy Proposal Peloton_partially executed (2070 : Engineering Design Owensby Parkway - Peloton)

GENERAL NOTES:**Attachment 'D'**

- 1) This estimate is based on a preliminary layout and is subject to change.
- 2) Earthwork quantities do not include costs for rock excavation.
- 3) City fees within this estimate are calculated as of 6/6/2016.
- 4) Roadway Impact fees, Park Fees, City Inspection Fees and 404 Permitting & Mitigation are not included in this estimate.
- 5) Turn lanes and deceleration lanes are not included in this cost estimate.
- 6) Franchise costs are not included in this estimate.
- 7) Costs shown herein exclude interest, legal fees, other services provided by others, off-site sanitary sewer pro-rata, off-site water line improvements, telephone service, off-site easement preparation & procurement, impact fees, or other costs not specifically addressed, such as connecting to sanitary sewer and water in the City of Celina, rock excavation, jurisdictional determination and permit processing, and brick pavers. Engineering costs do not include cost for staking retaining walls.
- 8) Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the development cost, he shall employ an independent cost estimator.
- 9) TxDOT permitting is not included.
- 10) Estimate does not include park improvements.
- 10) Environmental mitigation fees have been not been included in this estimate.

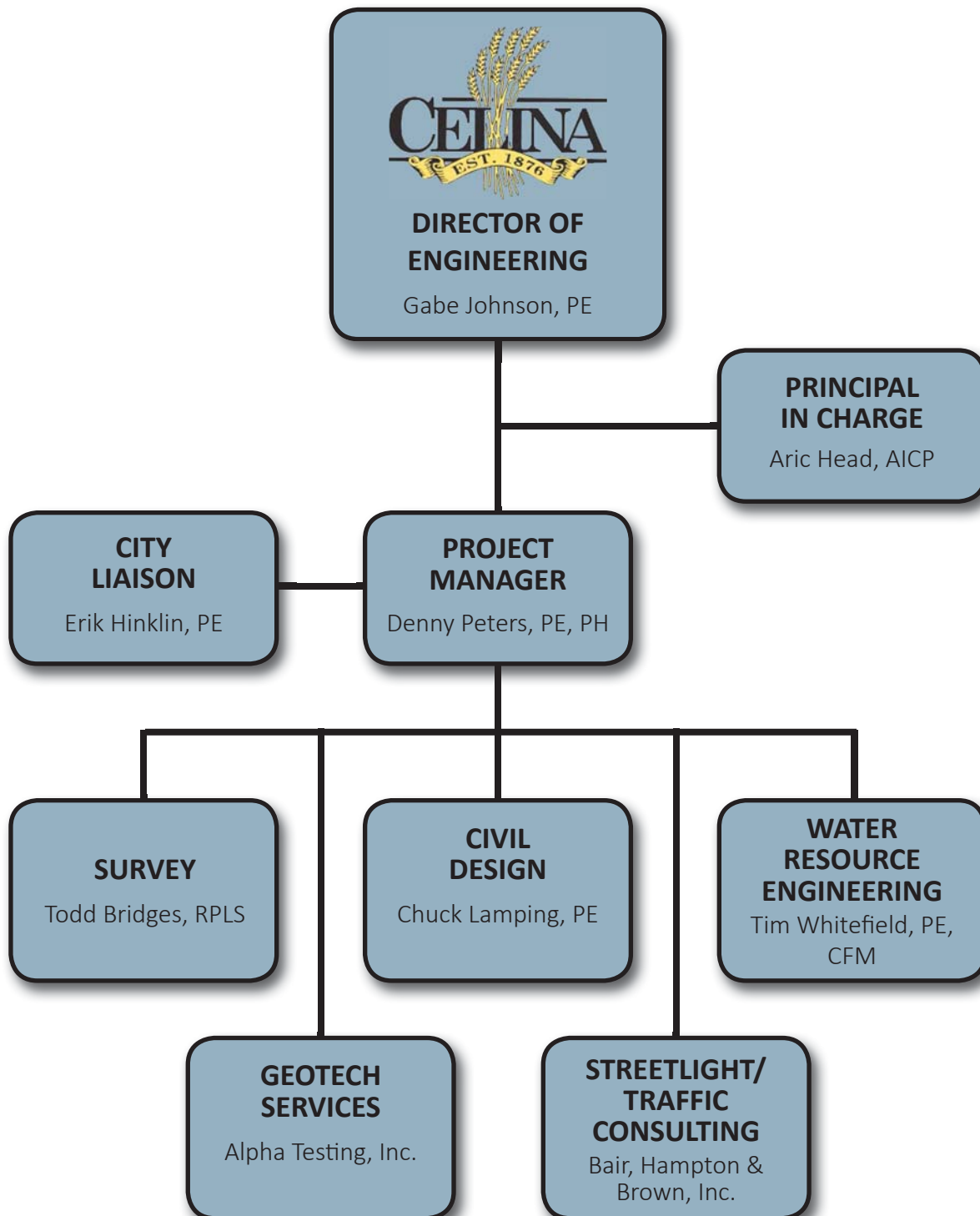
Attachment 'E'



Attachment 'F'

Engineering Services - Ownsby Parkway Design (City Project #R13)

Project Team Organizational Chart





Aric Head, AICP, Peloton CEO

Principal-In-Charge

Aric Head serves as the president and chief executive officer of Peloton Land Solutions. He is responsible for strategic vision, growth, and direction of the company. As a project manager and planner, Aric has led multi-disciplinary land development and planning projects for both public and private sector clients. Land planning activities include land use and thoroughfare planning for development and municipal clients and regional interests, site analysis and feasibility, master planning, site design, and platting and zoning. Municipal planning activities include comprehensive planning and ordinance updates.

Education:

Master of Urban Planning and Bachelor of Landscape Architecture, Texas A&M Univ

Registration:

American Institute of Certified Planners, #015866

22 Years' Experience

Relevant Experience

- **AllianceTexas** Provided a variety of land-planning services for properties in this 18,000-acre master-planned, mixed-use community that spans across four municipalities: Fort Worth, Haslet, Roanoke, and Westlake.
- **North Beach St/Eagle Pkwy - Fort Worth** Managed client relationship and civil design teams for two large distribution centers including site civil services for the extension of North Beach St and Eagle Pkwy, water, sanitary sewer, and storm drain infrastructure.
- **Hillwood Pkwy and Amador Dr - Fort Worth** Oversaw the entitlement and site design for this 900-acre development including Hillwood Pkwy and Amador Dr arterials. Services included master infrastructure planning, land planning, entitlement review, and phased cost studies.



Denny Peters, PE, PH

Project Manager

Denny Peters has experience in civil and environmental engineering, water resources, and hydrology. He has held departmental and branch office management positions for private sector engineering firms and also has public sector engineering management experience. He has extensive experience in managing infrastructure and water resource projects for public and private clients including transportation corridor redevelopments, freeway interchange improvements, water and wastewater master plans and infrastructure, storm water management programs, and floodplain modifications and enhancements.

Relevant Experience

- **N Riverside Dr, Fort Worth** Providing project management and design team oversight for 4-lane roadway widening, utility, and drainage improvements for approximately 3,200 LF of N Riverside Dr and 1,500 LF of N Tarrant Pkwy. Project includes a very high traffic volume 2-lane roundabout intersection with by-pass right turn lanes.
- **Veterans Pkwy – Reno, NV** As the city's engineering manager, provided design oversight and coordination for 4 miles of 6-lane divided major arterial. Provided program leadership/coordination with the County Regional Transportation Commission, the Nevada DOT, multiple land developers, numerous engineering firms and contractors to achieve the seamless construction of an important thoroughfare for the city.
- **Maryland Pkwy – Las Vegas, NV** Provided engineering design of surface improvements for 3.5 miles of Maryland Pkwy, a major transportation corridor consisting of a 6-lane divided street section running north-south through the heart of Las Vegas. Scope also included a construction phasing and staging plan that permitted two open lanes of travel at all times during construction, site observations and recommendations, and construction progress reporting.

Education:

M.S. Civil/Environ. Engineering, Cal Poly San Luis Obispo, CA

B. S. Civil Engineering, Cal Poly, San Luis Obispo, CA

Registration:

Professional Engineer, Texas #122916
 Profess. Hydrologist #07-H-1592

26 Years' Experience



Erik Hinklin, PE

City Liaison

Erik Hinklin has experience on a wide variety of project types including municipal infrastructure, single-family and multi-family residential, office/retail, light industrial, institutional/cultural, and higher education. He is responsible for overall project management, including monitoring progress throughout all phases, providing technical expertise to team members, and maintaining communication with the client.

Relevant Experience

- **Creeks of Legacy Arterial and Collector Roadways (Ownsby Pkwy, Legacy Dr, Frontier Pkwy) - Celina**
- **Risinger Rd - Fort Worth**
- **Eden Rd - Arlington**

Education:

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

Registration:

Professional Engineer,
Texas #100268

14 Years' Experience



Chuck Lamping, PE

Project Engineer/Civil Design

Chuck Lamping is a civil engineer with extensive infrastructure development, project feasibility, management, and design experience. He is a client manager and leader involved in improving workplace efficiency and accuracy of deliverables, technology steering and budgeting, employee recruitment, and design training. Chuck has developed a wide array of projects including municipal infrastructure, mixed-use residential, multi-family developments, industrial and commercial sites, wind farms, taxiways, and golf courses.

Relevant Experience

- **England Pkwy and Grand Peninsula Dr - Grand Prairie** Project manager for the Mira Lagos development including 5 miles of 4-lane divided arterial and collector roads and utility infrastructure, multiple storm water detention facilities, and culvert design.
- **King Arthur Blvd and Holy Grail Dr – Lewisville** Project manager for the Castle Hills development including 1 mile of divided collector road and utility infrastructure, pond outfall structures, and vehicular and pedestrian bridges.
- **West Crossing Blvd and Hackberry Dr – Anna** Project manager for two adjacent phases of the West Crossing residential development totaling 32 acres and 162 single-family lots including 1,600 LF of 4-lane divided arterial roadway, drainage, and utility design.

Education:

B.S., Mechanical
Engineering, Texas
A&M Univ

Registration:

Professional Engineer,
Texas #88554

23 Years' Experience



Tim Whitefield, PE, CFM

Hydraulic Analysis and Design

Erik Hinklin has experience on a wide variety of project types including municipal infrastructure, single-family and multi-family residential, office/retail, light industrial, institutional/cultural, and higher education. He is responsible for overall project management, including monitoring progress throughout all phases, providing technical expertise to team members, and maintaining communication with the client.

Relevant Experience

- **Creeks of Legacy Arterial and Collector Roadway Crossings - Celina** Developed a complex design to reclaim 24 acres of floodplain and mitigate increased runoff due to development of this 216-acre, 659-lot single-family subdivision. Design elements include arterial and collector roadway crossings, valley storage excavation including amenity ponds within the floodplain, and fill areas used to create a model home park and commercial pad site adjacent to Frontier Pkwy.
- **Alliance Town Center - Fort Worth** Prepared flood studies and design of stormwater improvements and infrastructure for approximately 650 acres. Major infrastructure included removal of two existing dams, hydrologic and geomorphologic design of 2,500 LF of restored stream channel, analysis and design of multiple detention ponds and roadway crossings (at Amador Dr and Hillwood Pkwy), and a Letter of Map Revision (LOMR).
- **Golden Triangle Blvd – Fort Worth** Modeled and sized new bridge crossing of Big Bear Creek, as well as three new multi-box culvert crossings for tributaries to Big Bear Creek, as part of the design of a four-lane divided arterial. Modeling for Big Bear Creek included new open-channel and bridge hydraulics using existing hydrology, and modeling for the three culvert crossings included new ultimate conditions hydrology and new hydraulic models.

Education:

M.S., Civil
Engineering, Univ of
Texas at Arlington

B.S., Hydrology and
Water Resources,
Tarleton State Univ

Registration:

Professional Engineer,
Texas #103829

Certified Floodplain
Manager, #0408-03N

15 Years' Experience



Todd Bridges, RPLS

Survey

Todd Bridges is a Registered Professional Land Surveyor with survey experience including boundary, topographic, hydrographic, construction staking, right-of-way alignment for acquisition, quality control surveys, preparation of easements, zoning exhibits, and GPS surveys. He is a key team member for municipal projects and is skilled in the use of GPS and CADD hardware and software.

Relevant Experience

- **Owensby Pkwy, Creeks of Legacy – Celina**
- **Frontier Pkwy, Creeks of Legacy – Celina**
- **Legacy Dr, Creeks of Legacy - Celina**
- **North Riverside Dr – Fort Worth**
- **N Beach St/Eagle Pkwy – Fort Worth**
- **Hillwood Pkwy/Amador Dr – Fort Worth**
- **Golden Triangle Blvd – Fort Worth**
- **Trinity Blvd at Valley View Branch – Fort Worth**
- **Alliance Town Center/Upper Whites Branch Stream Restoration – Fort Worth**

Registration:

Registered
Professional Land
Surveyor since 1991,
Texas #4940

41 Years' Experience

Attachment 'F'

Sub-Consultant Information

Geotechnical Engineering Services



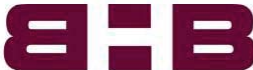
Dallas
2209 Wisconsin Street
Dallas, TX 75229
(V) 972-620-8911 (F) 972-620-1302

Fort Worth
5058 Brush Creek Rd.
Fort Worth, TX 76119
(V) 817-496-5600 (F) 817-496-5608

Houston
6513 W Little York Rd
Houston, TX 77040
(V) 713-360-0460 (F) 713-360-0481

San Antonio
4740 Perrin Creek, Ste. 480
San Antonio, TX 78217
(V) 713-360-0460 (F) 713-360-0481

Streetlight and Traffic Design Consulting

BAIRD, HAMPTON & BROWN, INC.  ENGINEERING & SURVEYING

6300 Ridglea Place, Suite 700, Fort Worth, Texas 76116 | Tel: 817-338-1277 | Fax: 817-338-9245
TBPE Firm #44 | TBPLS Firm #10011300 | www.bhbinc.com



5/16/2017

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 4682 Fort Worth, TX-Hub International Insurance Services 421 West Third Street, Suite 800 Fort Worth, TX 76102	CONTACT NAME: PHONE (A/C, No, Ext): (817) 820-8100 FAX (A/C, No): (817) 870-0310 E-MAIL ADDRESS: ftw.service@hubinternational.com																					
INSURED Peloton Land Solutions, Inc. 9800 Hillwood Parkway, Suite 250 Fort Worth, TX 76177	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>American Casualty Co of Reading PA</td><td>20427</td></tr><tr><td>INSURER B :</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C :</td><td>Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D :</td><td>Landmark American Insurance Company</td><td>33138</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	American Casualty Co of Reading PA	20427	INSURER B :	Continental Casualty Company	20443	INSURER C :	Texas Mutual Insurance Company	22945	INSURER D :	Landmark American Insurance Company	33138	INSURER E :			INSURER F :		
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INSURER D :	Landmark American Insurance Company	33138																				
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			4018032131	02/10/2017	02/10/2018	EACH OCCURRENCE \$ 1,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300, MED EXP (Any one person) \$ 10, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PRODUCTS - COMP/OP AGG \$ 2,000, \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4018140247	03/26/2017	03/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			4018034283	02/10/2017	02/10/2018	EACH OCCURRENCE \$ 4,000, AGGREGATE \$ 4,000, \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	TSF0001301307	02/10/2017	02/10/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000, E.L. DISEASE - EA EMPLOYEE \$ 1,000, E.L. DISEASE - POLICY LIMIT \$ 1,000,
D	Professional Liab			LHR761934	02/10/2017	02/10/2018	Per Claim 2,000,
D	Professional Liab			LHR761934	02/10/2017	02/10/2018	Aggregate Limit 2,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability Policy and Auto Liability policies includes a blanket automatic additional insured endorsement that provides additional insured status the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions. The General Liability, Auto Liability, and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it subject to policy terms and conditions. The General Liability and Auto Liability policies contains blanket Primary and Noncontributory wording subject to policy terms and conditions. The Umbrella policy is on a Follow Form basis.

RE: Ownsby Parkway Design (City Project #R13)

CERTIFICATE HOLDER

CANCELLATION

City of Celina
Attn: Director of Engineering & Public Works
142 North Ohio
Celina, TX 75009

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

AUTHORIZED REPRESENTATIVE

Peloton Land Solutions



One of the fastest growing civil engineering consulting firms in Texas, Peloton Land Solutions has more than 100 professional engineers, planners, surveyors, environmental scientists, landscape architects and support personnel. Established in 2010, Peloton has offices in Frisco, Fort Worth and Austin.

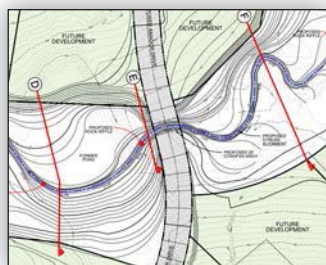


We have extensive experience on municipal public works projects including arterial roadway design, storm water management, hydrologic and hydraulic modeling and analysis, flood control, infrastructure design, surveying, and bid and construction administration services. In addition, we routinely coordinate the efforts of other professional disciplines and contractors and engage in key projects and initiatives involving municipalities and regulatory personnel from a variety of local, state and federal agencies.

Our project experience and diverse staff of land development personnel has uniquely positioned us as market sector leaders. We have strong relationships

with key municipal department directors and personnel in communities of all sizes. We understand the municipal process and are proud to have built strong, lasting relationships with city staff and elected officials. Our creative solutions and commitment to customer service assure successful partnerships and the continual delivery of quality professional service.

Our quality assurance/quality control (QA/QC) program ensures that our finished products are well designed, practical and accurate. Projects are designed and reviewed with compliance, constructability and value in mind. Upon completion, each project is evaluated for performance so our teams continue to build on success.



Team Approach

Our team-oriented approach is scalable and adaptable which enables our project managers to access in-house resources to quickly address the dynamic demands of municipal projects while keeping projects and tasks on schedule. Peloton understands that timelines are typically tight, requiring staff availability and quick follow-through. With our team of professionals, we have the in-house expertise to promptly and successfully address the needs of municipalities.



Multi-Disciplinary Capabilities



Peloton is a full-service, multi-disciplinary land development firm providing comprehensive services to municipal, residential, commercial and industrial clients including:



Planning & Entitlement

Combining creative land use design and entitlement strategy, Peloton's planner and landscape architects optimize land use while incorporating regulation, planning standards, natural constraints and schedule considerations into cost-effective plans.



Civil Engineering

Our professional engineers bring a practical, yet resourceful approach to land development projects and are well-versed in local ordinances and preferences that affect land development. Civil design services include feasibility studies; arterial street, water, wastewater, and storm drain design; and construction administration and management.



Environmental

Peloton's team of veteran scientists provides environmental and regulatory compliance services to a broad range of industries and clients. We have extensive experience in wetlands and Section 404 permitting, natural resource management, airport wildlife hazard assessments and wildlife habitat management throughout the U.S.



Hydrology and Hydraulics

A dedicated in-house hydrology and hydraulics team provides stormwater modeling, water quality design, detention and natural channel design, flood control and agency coordination.



Surveying

We provide timely professional land surveying services to developers, contractors, public entities and property owners. Peloton uses state-of-the-art survey equipment including GPS, robotic total station and traditional survey tools.



Energy

Peloton's ability to interpret complex drilling ordinances and communicate the needs of our clients to elected officials, city staff and key stakeholders provide a substantial advantage to our clients. We have a long and successful history of obtaining approvals and permits while effectively navigating regulatory requirements.

In addition, Peloton has a wide variety of in-house specialists including four Certified Floodplain Managers (CFM), Certified Planner (AICP), a GIS Specialist, two Registered Landscape Architects (RLA), and three LEED AP accredited professionals with knowledge of green and sustainable design practices. Peloton's environmental team includes four environmental scientists who perform U.S. Army Corps of Engineers Section 404 permitting, biological studies, protected species determinations, and environmental site assessments. The environmental team includes two Certified Wildlife Biologists (CWB), two Certified Storm Water Inspectors (CSI), a Certified Arborist, and a rangeland ecologist.

Technical Capabilities

Peloton Land Solutions provides comprehensive civil engineering, surveying, planning, landscape architecture, GIS and environmental science services. We offer a complete host of services, which translates to increased efficiency and effectiveness in our client's work.

Planning

- Parks and Trails (and associated infrastructure)
- Landscape Architecture
- Landscape Plans / Renderings
- Strategic Land Planning
- Platting and Zoning
- Entitlements / Regulatory Approvals
- Project Feasibility Studies
- Project Due Diligence / Feasibility

Surveying

- Boundary and Topographic Surveying
- Utility Surveys
- ROW Dedication Surveys
- Construction Staking
- Preparation of Right-of-Way and Easement Parcels
- As-Built Surveys

Hydrology / Hydraulics

- Evaluation of Inadequate Drainage
- Hydrologic and Hydraulic Modeling
- Flood Studies
- Stream Stability Analysis and Channel Design (bioengineered and structural solutions)
- Storm Water Detention Design
- Natural Channel Design
- Flood Control
- FEMA and Local Floodplain Administrators Coordination
- FEMA LOMR / CLOMR

Civil Engineering

- Arterial / Roadway Design and Improvements
- Drainage Design and Improvements
- Water and Sanitary Sewer Design / Rehabilitation
- Roundabout Design
- Storm Water Quality Facility Design
- ADA Compliant Sidewalk / Curb Ramps
- Pedestrian Access Plans
- Storm Water Pollution Prevention Plans (SWPPP)
- TxDOT Permitting
- Construction Administration
- Construction Management
- Traffic Control

Environmental Science / GIS

- Wetland Delineation and Permitting
- 404 Permitting
- Federal and State Agency Coordination
- NPDES Compliance
- Construction SWPPP Planning
- Tree Surveys and Urban Forestry
- Geographic Information System (GIS)
- Infrastructure / Asset Inventory via GPS
- Natural Resources Management



Peloton at a Glance

- Founded in 2010
- More than 100 professional engineers, planners, surveyors, scientists, landscape architects and support personnel
- Small Business of the Year - 2013 Fort Worth Chamber of Commerce
- TBPE Firm No. 12207
- TBPLS Firm in Fort Worth and Austin (Firm No. 10177700 and No. 10194108)
- SBE Vendor #25440 (TxDOT SBE)

pelotonland.com

Austin Office

7004 Bee Cave Rd. Building 2, Suite 100
Austin, Texas 78746 | 512.831.7700

Fort Worth Office

9800 Hillwood Parkway, Suite 250
Fort Worth, Texas 76177 | 817.562.3350

Frisco Office

10875 John W. Elliott Dr. Suite 400
Frisco, Texas 75033



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
Date: June 13, 2017
Re: Ordinance Amending the Budget for Fiscal Year 2016-2017

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the budget for the fiscal year 2016-2017. (personnel) (Toutounchian)

Background Information:

This amendment adds two Full-Time Equivalent (FTE) positions.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Funding for these two positions will come from departmental savings within the relevant departments, as described in Exhibit A.

Legal Review:

City Attorney has reviewed.

Supporting Documents:

Budget Amendment Ordinance
Exhibit A

Staff Recommendation:

**CITY OF CELINA, TEXAS
ORDINANCE 2017-__**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-2017; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the provisions of Subsection (a) of Section 102.007 of Chapter 102 of the Local Government Code and the provisions of Chapter 2.02 of the Home Rule Charter of the City of Celina (hereinafter "the City"), the budget for 2016-2017 fiscal year of the City was finally approved by the City Council, being the governing body thereof, by its Ordinance No. 2016-65, passed and adopted on the 13th day of September, 2017, (hereinafter the "Budget");

WHEREAS, Subsection (b) of Section 102.009 of the Local Government Code provides that, after final approval of the budget, the governing body of the municipality may spend municipal funds only in strict compliance with the budget, except in an emergency, but Section 102.010 of said Code provides that the provisions of Chapter 102 thereof do not prevent the governing body of such municipality from making changes in the budget for municipal purposes; and

WHEREAS, Subsection (c) of Section 102.009 of said Code provides that the governing body of a municipality may authorize an expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention; and

WHEREAS, the adoption of this ordinance and the amendment of the Budget is necessary for an in the best interest of the health, safety and general welfare of the inhabitants of the City.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

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

SECTION 3 **AMENDMENT TO THE BUDGET**

3.01 A grave public necessity exists and to meet an unusual and unforeseen conditions that could not have been included in the original budget through the use of the reasonably diligent thought and attention and the Budget must be amended and revised with respect of the new or additional receipts and expenditures set forth in Exhibit "A" attached hereto and made a part hereof.

3.02 The proposed changes are set forth in Exhibit "A" attached hereto and made a part hereof.

3.03 All of the changes set forth in Exhibit "A" are for municipal purposes.

3.04 The several amounts stated in Exhibit "A" as the amended or revised expenditures are hereby appropriated to and for the objects and purposes therein named.

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

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

SECTION 6 **SEVERABILITY**

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

SECTION 7
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of June, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

AMENDMENT # 17-003

ADDITIONAL FULL TIME EQUIVALENT EMPLOYEES (FTE) AMENDMENT

Account No.	Account Description			Current Budget	Proposed Budget	Increase/ (Decrease)
Expenditures						
	General Fund					
	Payroll Expense	1/2 FTE	Dept. 510 Development Svcs	\$ 848,718	\$ 848,718	\$ -
		1/2 FTE	Dept. 520 Engineering	\$ 535,391	\$ 535,391	\$ -
		1/3 FTE	Dept. 514 Streets	\$ 378,752	\$ 378,752	\$ -
	Water/Wastewater					
	Payroll Expense	1/3 FTE	Dept. 521 Water	\$ 544,413	\$ 544,413	\$ -
		1/3 FTE	Dept. 522 Wastewater	\$ 274,578	\$ 274,578	\$ -

Summary

Increase expenditures by \$0

Decrease Fund Balance by \$0

Budget amendment to add two (2) FTE positions as described below:

(1) One Administrative Assistant to be shared by the Development Services and Engineering Departments. Funding for this position is available in their respective budgets. No impact to General Fund Balance.

(1) One Administrative Assistant to be added to the Public Works department which will be funded out of the General Fund and Water/Wastewater funds. Funding is available in the departments listed above and will have no impact on the General Fund or Water/Wastewater Fund Balance.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Dev Services
 CC: Rick Chaffin, Interim City Manager
 Date: June 13, 2017
 Re: Westgate 96 Rezoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action on a zoning amendment request for a ±96.712 acre tract of land to amend PD#45 - Planned Development #45 located in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas. The property is generally located east of SH 289 (Preston Road), west of CR 97, north of CR 100 and south of CR 134. (Westgate 96) (Liebman)

Background Information:

The applicant submitted a request to continue the public hearing to allow time for coordinating with City staff.

Board Review/Citizen Input:

The public hearing notice was published in the Celina Record on Friday, April 29, 2017. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved city tax rolls, who are located within 200 feet of any property affected.

The Planning & Zoning Commission continued the public hearing to the June 20, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends the public hearing be continued per the applicant's request.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: June 13, 2017
 Re: Unified Pentecostal Local Churches Addition Replat

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action on a residential replat request on an $\pm$.389 acre piece of land situated in the Celina Original Donation, block 8, lots 1B, 2B, 3B, 4, & 5B. The property is situated at the southeast corner of W. Maple St. and N. Ohio Drive. (Maple Street Replat) (Liebman)

Background Information:

The applicant is requesting to combine two (2) lots into one (1) in order to construct a church on the property.

Staff has reviewed the proposed replat for Maple Street and determined that all comments have been addressed.

Board Review/Citizen Input:

A notice of public hearing was published in the Celina Record on April 14, 2017. Notice of the public hearing was sent to all owners of property, as indicated by the most recently approved tax rolls, who are located within 200 feet of the subject property. No letters in favor or opposition were received.

The Planning & Zoning Commission unanimously recommended approval of the Final Plat at the May 15, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented.



Notary Public in and for the State of Texas

Packet Pg. 88



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: June 13, 2017
 Re: Staley Tract Planned Development Request

Action Requested:

The Celina City Council will conduct a public hearing at 5:00 p.m., on June 13, 2017 to consider testimony and act upon a rezoning request from C-2, General Commercial to PD #81, Planned Development with the base zoning district of I-1, Light Industrial. The property is approximately 14.471 acres situated in the Collin County School Land Survey #14, Abstract No. 167 Collin County, Texas. The property is generally located north of Pecan Street, south of County Road 95, east of Business 289, and west of the BNSF Railroad. (Staley Zoning) (Liebman)

Background Information:

The applicant is proposing construction of enclosed recreational vehicle storage facilities at 919 N. Louisiana Dr.

The property is currently zoned as C-2, General Commercial. The applicant is requesting rezoning into a PD, Planned Development with the base zoning designation of I-1, Light Industrial to allow for the enclosed recreational vehicle storage use.

The applicant is requesting a planned development in order to propose masonry standards that vary from the City's Code of Ordinances which require that all non-residential developments contain 100% masonry facades. Additionally, the applicant is requesting amendments to the allowable uses on the property so that the uses would align more with adjacent developments.

In previous situations, when industrial developments are next to a railroad, staff has been supportive of reduced masonry standards. Historically, staff has recommended approval on façade plans which did not include masonry on facades facing the BNSF railroad or on facades which are not visible from the street and face internally to the development. In previous cases the Planning and Zoning Commission and City Council have agreed with this recommendation.

The original structures on the property were constructed prior to the property's annexation into the City Limits. As such, it does not comply with the City's current masonry requirements. The applicant is proposing two options which they feel are appropriate.

Option 1: (applicants preferred option): Proposed and existing buildings shall receive a 4' masonry wainscoting on the west sides with all buildings receiving a matching coat of paint.

Option 2: 100% masonry on the west facade of the two proposed buildings only.

While neither of the two options provided by the applicant meets the strict interpretation of the City's Code of Ordinances and also differ from previously approved zoning case amendments. Staff feels that Option #1 as proposed by the applicant is the best option for the property as a whole if the Council chooses to vary from previously approved masonry standards adjacent to railways.

Our current Code of Ordinances would require that any new buildings constructed on the property be constructed using 100% masonry materials. A strict application of the City's Code of Ordinances would result in a development which lacks any continuity as half of the structures on the site would be of masonry construction while the other half will be metal construction.

Staff would prefer to remain consistent with its past recommendations in regard to structures adjacent to the railroad, and is recommending that all sides not adjacent to the BNSF Railroad be of masonry construction.

However, if the Council desires to approve one of the proposed options staff requests that additional landscaping be required to ensure that the visibility of the new and existing structures is minimized, and that the applicant work with staff during the site plan process to ensure that landscaping is placed in strategic locations to adequately screen view corridors into the property.

Board Review/Citizen Input:

At the Planning and Zoning Commission meeting on May 16, 2017 the Commission voted unanimously (4-0) to recommend approval of the applicant's Option #1.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed ordinance.

Supporting Documents:

- Proposed ordinance
- Concept Plan
- Options 1 and 2

Staff Recommendation:

Staff recommends that the applicant follow previously approved reduced masonry standards for properties adjacent to railroads. However, if the Council desires to approve one of the proposed options staff requests that additional landscaping be required to ensure that the visibility of the new and existing structures is minimized, and that the applicant work with staff during the site plan process to ensure that landscaping is placed in strategic locations to adequately screen view corridors.

CITY OF CELINA, TEXAS
ORDINANCE 2017-____
STALEY REZONING TO PD 81

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 14.471 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167 CITY OF CELINA, COLLIN COUNTY, TEXAS AND HALF OF ADJACENT RIGHT-OF-WAY; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED PLANNED DEVELOPMENT 81, WITH A BASE ZONING OF I-1, LIGHT INDUSTRIAL. PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit “B” attached hereto; and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

Attachment: Staley Ordinance (2048 : Staley Zoning)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD 81” with a base zoning of I-1, Light Industrial, on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “Planned Development 81” with a base zoning district of I-1, Light Industrial.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of June, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Staley Ordinance (2048 : Staley Zoning)

EXHIBIT "A"
Legal Description

BEING a tract of land situated in Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 170, and being a portion of the 8.1548 acre tract of land described by the Deed recorded in Volume 1213, Page 638, of the Collin County Land Records, and being more particularly described as follows:

BEGINNING at a found ½ inch iron rod at the southwest corner of the beforementioned 8.1548 acre tract, said iron rod being located in the east line of Spur Highway 289 North;

THENCE north 00 degrees, 29 minutes, 51 seconds, east with the west line of the 8.1548 acre tract and the east line of Highway 289 for a distance of 280.42 feet to a found ½ inch iron rod for corner;

THENCE north 89 degrees 53 minutes, 02 seconds, east parallel to the south line of the 8.1548 acre tract for a distance of 341.74 feet to a found ½ inch iron rod the east line of the said 8.1548 acre tract for corner, said iron rod being the west line of the Burlington Northern Railroad;

THENCE south 12 degrees, 58 minutes, 41 seconds, west with the east line of the 8.1548 acre tract and the west line of the beforementioned railroad for a distance of 287.89 feet to a set ½ inch iron for corner;

THENCE south 89 degrees, 53 minutes, 02 seconds, west with the south line of the beforementioned 8.1548 acre tract for a distance of 279.52 feet to the POINT OF BEGINNING and contained 2.00 acres of land.

Note: The easement to Texas Power & Light as recorded in Vol. 585, PG 283 does not apply to this property.

EXHIBIT "B"
Zoning Exhibit



Required 4' masonry wainscot on western façade facing BUS. 289.

EXHIBIT "C"

DEVELOPMENT REGULATIONS

1.0 GENERAL CONDITIONS FOR PD:

- 1.1** Conformance to All Applicable Articles of the Celina Zoning Ordinance: Except as amended herein, this PD shall conform to any and all applicable articles and sections of the Zoning Ordinance as it presently exists or may be amended.

Approval of this PD ordinance does not change the non-conforming status of any existing structures currently located on the property.

- 1.2** Landscape Requirements: Landscaping shall conform to the provisions set forth in the Zoning Ordinance, as it exists or may be amended. Additional landscaping shall not be required with the addition of RV Storage.

- 1.3** Screening Standards: No additional screening shall be required for the addition of RV storage. All future development within this PD District shall comply with the following minimum screening standards:

- Lots adjacent to the Railroad: No screening required
- Lots adjacent to Single Family: 6' masonry wall or wood fence
- Lots adjacent to Commercial: 6' wood fence or 6' decorative metal fence
- Lots adjacent to public roadway: A 15' landscape buffer, 6' wood fence or 4' landscape berm with the following landscaping:
 - a. 1 Tree per 50' on center (3-inch minimum caliper)
 - b. 5 Shrubs (grouped or linear) per 50'
- Open Storage shall be in accordance with City standards for screening.

2.0 PD STANDARDS

LIGHT INDUSTRIAL

- 2.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the current Zoning Ordinance. The base zoning for this tract shall be the I-1, Light Industrial District as described in the current Zoning Ordinance except as otherwise herein modified.
- 2.2 Additional Permitted Uses: In addition to the I-1 uses defined in the current Zoning Ordinance, the following uses shall be allowed within this PD.
- a. Agricultural Uses: Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards and aviaries.
 - b. Armed services recruiting center
 - c. Artist studio
 - d. Auto laundry or carwash
 - e. Auto supply store for new and rebuilt parts
 - f. Bakery or confectionery (retail)
 - g. Bank/credit unions
 - h. Child day care (business)
 - i. Church/place of worship
 - j. Community facility uses
 - k. Concrete or asphalt batching plant (temporary only and not within 200 feet of residential uses)
 - l. Convenience store (with or without gas sales)
 - m. Dance studio
 - n. Food or grocery store
 - o. Funeral home (no crematorium)
 - p. Garden shop (indoor/outdoor storage, outdoor storage shall be screened per City code and may not exceed 50% of the total gross floor area)
 - q. General retail store
 - r. Gymnastics Facility
 - s. Karate, martial arts studio
 - t. Laundry/dry cleaning (drop off/pick up)
 - u. Motorcycle sales and repair (without outdoor display)
 - v. Nursing/convalescent home
 - w. Offices (professional and general business)
 - x. Parking lot structure, commercial (auto)
 - y. Personal services shop
 - z. Pet and animal grooming shop

- aa. Public and private parks
- bb. Recreational and open space including but not limited to playgrounds, parkway, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
- cc. Recreational vehicle storage and parking dd. Retirement home/home for the aged
- ee. Temporary structure for storage of building materials and equipment used for initial construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sale/leasing activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage during periods of construction only. Must be removed within 90 days of project completion.
- ff. Theater or playhouse (indoor) gg. Veterinarian (indoor kennels) hh. Warehouse/office warehouse
- ii. Winery

2.3 Design Guidelines:

- a. Height Regulations: All development within this PD District shall comply with the height regulations as defined by the I-1, Light Industrial District.
- b. Area Regulations: All development within this PD District shall comply with the area regulations as defined by the I-1, Light Industrial District except as described below:
 - i. Minimum Front Yard: 30 feet.
All yards adjacent to a street shall be considered a front yard.
 - ii. Minimum Side Yard: 8 feet; or
15 feet when adjacent to a residential lot.
 - iii. Minimum Rear Yard: 5 feet.

- c. Exterior Construction and Design Requirements: The requirements for exterior construction materials shall conform to the provisions set forth in this PD, the City of Celina's Zoning Ordinance as it exists or may be amended.

For all non-residential buildings, a minimum of 4 feet of masonry wainscoting will be required on the west facing wall with metal, masonry, hardiboard, stucco or a combination of those materials allowed for the balance of the structure excluding the roof.

Should any of the existing four buildings, as they appear on the concept plan, be demolished, all new structures will be required to adhere to exterior construction and design requirements in the City of Celina's Zoning Ordinance as it exists or may be amended.

LOUISIANA DRIVE
(BUS 289)



BNSF RAILROAD

Option #1
4 ft masonry wainscot on
western facade of each
building



4023 West Arroyo, Suite 218
Camarillo, CA 93010
Phone: 805-377-1111

DEVELOPER'S NAME

PROJECT NO.	2018-001
PROJECT NAME	CELINA RV
DATE	02-28-2018
BY	JCS
CHECKED BY	JCS
DATE	02-28-2018
BY	JCS

Kirkman Engineering, LLC
10000 Van Ness Blvd, Suite 100
San Francisco, CA 94133

CELINA RV

CELINA
TEXAS

SITE PLAN

SD-1.0

Option #2
100% masonry on western
facade of new buildings
only.



DEVELOPER'S NAME

OWNER: JEN/BBT/Calvin
PROJECT: 25
OWNER: JGG
DESIGNER: JGG
DATE: 12-27-2023
SHEET

Kirkman Engineering, L.L.C.
Kirkman, Texas 75249

CELINA RV

CELINA
TEXAS

SITE PLAN

Attachment: Option #2 (2048 : Staley Zoning)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: June 13, 2017
 Re: Exterior Masonry - Architectural Features and Old Town Accessory Buildings

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City of Celina's Code of Ordinances Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 5: Exterior Construction and Design Requirements, Section 14.05.152 Construction Standards (Liebman).

Background Information:

Staff is proposing amendments to the City's exterior construction requirements to clarify that all structures within the Old Town Residential district are exempt from the City's masonry requirements. Previous wording inferred that only homes constructed within the Old Town Residential district were exempt. It has been the City's intent that there be no minimum masonry requirements within the Old Town Residential district. As currently written accessory structures must contain a three foot masonry wainscot and do not necessarily complement the main structure.

Staff is also proposing an amendment for all single residential homes allowing cementitious fiber board to be used for architectural features, including window box-outs, bay windows, roof dormers, columns, or other architectural features approved by the Planning and Development Services Director or their designee. It is staff's intent to promote variations in building facades, and some architectural embellishments on homes become disproportionality expensive if required to be bricked. Many of these architectural features are located above the roof line and are difficult to support the weight of masonry materials without substantial and costly reinforcement.

Finally, staff is proposing changes to the masonry requirements for single family amenity centers. Staff wants to discourage the creativity of amenity center design within approved single family neighborhoods. Staff recommends reducing the masonry requirement of amenity centers to 50%, with any proposals under 50% masonry being approved by the Director of Planning and Development Services or their designee.

Board Review/Citizen Input:

At the Planning and Zoning Commission meeting on May 16, 2017 the Commission voted unanimously (4-0) to recommend approval.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed ordinance.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 14: ZONING, ARTICLE 14.05: DEVELOPMENT STANDARDS AND USE REGULATIONS, DIVISION 5. EXTERIOR CONSTRUCTION AND DESIGN REQUIREMENTS, SECTION 14.05.152 CONSTRUCTION STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the City Council has considered, among other things, the character of the amendment with a view of encouraging the most appropriate use of land in the City, and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to citizens; and

WHEREAS, the City Council, has determined that adjusting its land use regulations regarding exterior construction and design requirements is necessary to promote responsible land and economic development, and to protect the public health and safety.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENTS**

3.01 That the Celina Code of Ordinances, Chapter 14: Zoning; Article 14.05: Development standards and use regulations; Division 5. Exterior Construction and Design Requirements; Section 14.05.152, Construction standards, shall be amended to read as follows:

“Sec. 14.05.152 Construction standards

The standards and criteria contained within this division are deemed to be minimum standards and shall apply to all new, altered or repaired construction occurring within the city.

(1) Residential and nonresidential buildings and structures.

(A) The following materials are permitted materials for residential exterior construction:

- (i) Stucco. Stucco paneling is prohibited;
- (ii) Brick;
- (iii) Stone;
- (iv) Glass;
- (v) Certified cementitious fiberboard (commonly known as Hardiplank) is permitted as a primary construction material within the OT-R district. Certified cementitious fiberboard may be used around the sides of architectural accents such as gabled, shed, eyebrow, hipped and/or segmented dormer windows and may not exceed five percent of any wall elevation;
- (vi) Manufactured stone veneer (commonly known as cultured stone and consisting of Portland cement, lightweight natural aggregates and iron oxide pigments). Manufactured stone veneer panels are prohibited;
- (vii) Wood is permitted when used as an architectural accent material not to exceed 5% of the exterior surface of any building facade.

(B) The following materials are permitted materials for nonresidential exterior construction:

- (i) Brick;
- (ii) Stone;
- (iii) Glass;
- (iv) Concrete panel construction, must have architecturally finished surface such as split face, rusticated, natural stone etc.;
- (v) Concrete masonry units (split face only);
- (vi) Manufactured stone veneer (commonly known as cultured stone and consisting of Portland cement, lightweight natural aggregates and iron oxide pigments). Manufactured stone veneer panels are prohibited;

(C) Nonresidential and multifamily developments may utilize one of the following alternatives:

- (i) EIFS is permitted when utilized as an architectural accent material, not to exceed ten percent of the exterior surface of any building facade, excluding multifamily developments;
- (ii) Certified cementitious fiberboard (commonly known as hardiplank) may be used around the sides of architectural accents such as gabled, shed, eyebrow, hipped and/or segmented dormer windows and may not exceed five percent of any wall elevation;
- (iii) Wood is permitted when used as an architectural accent material not to exceed 5 percent of the exterior surface of any building facade;
- (iv) Stucco is permitted when its use does not exceed 20 percent of the exterior surface of any building facade.

(D) The following materials are permitted for roof construction:

- (i) Copper;
- (ii) Metal;
- (iii) Tile;
- (iv) Composition roof.

(E) Fluorescent colors are expressly prohibited.

(2) Residential masonry requirement.

(A) All single- and two-family homes shall have 100% masonry materials on sides (facades) facing a public street.

(B) All single-, two-family homes shall consist of 100% masonry materials on the first floor and cementitious fiber board may only constitute fifty (50) percent of stories other than the first story. However, cementitious fiber board may not be used as a facade cladding material for portions of upper stories that are in the same vertical plane as the first story.

(C) Cementitious fiber board may be used for architectural features, including window box-outs, bay windows, roof dormers, columns, or other architectural features approved by the Planning and Development Services Director or their designee

(D) Prohibited. Concrete masonry units and concrete panel construction, as defined in section 14.05.151(a), shall be prohibited in the construction of residential units.

(E) Exemption. Structures within the OT-R district shall be exempt from the masonry requirement.

(F) Exemption for enlargements to an existing structure. Where more than 50% of existing residential structures within a 500-foot radius of the property boundary do not meet the above minimum structure masonry standards, then such standards shall not apply. The addition should be of the same materials as the existing structure.

(3) Nonresidential masonry requirement.

(A) Commercial, retail, multifamily, and business districts. Nonresidential and multifamily structures shall consist of 100% masonry materials.

(B) Amenity Centers. Amenity centers located within an approved single family subdivision shall consist of a minimum of 50% masonry materials. Amenity centers comprised of less than 50% of masonry materials may be approved after consideration by the Director of Development Services or their designee.

3.2 All other articles, chapters, sections, paragraphs, sentences, phrases, charts, definitions and words are not amended but are hereby ratified and affirmed.

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

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

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PENALTY**

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

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

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re: Cambridge Crossing Assessments Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing on the Cambridge Crossing Public Improvement District assessments. (Cambridge Crossing) (Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re: Sutton Fields II, Public Hearing Amending the Public Improvement District Service and Assessment Plan

Action Requested:

The Celina City Council will conduct and continue a public hearing to consider testimony regarding an amendment to the Sutton Fields II Public Improvement District Service and Assessment Plan (SAP), dated November 10, 2015 for property within the Sutton Fields II Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II) (Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re: Sutton Fields II, Public Improvement District, Ordinance Approving Amending the Service and Assessment Plan

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving an amendment to the Service and Assessment Plan and Assessment Roll for public improvements for Sutton Fields II Public Improvement District in accordance with Chapter 372, Texas Local Government Code; and providing an effective date. (Sutton Fields II) (Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

CITY OF CELINA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING AN AMENDMENT TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2015-51R adopted on October 13, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Sutton Fields II Public Improvement District (the "District") of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 23, 2015 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on November 10, 2015, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-54 and 2015-56 approving the Sutton Fields II Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on November 10, 2015, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. 2015-55 and 2015-57, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, the City Council now desires to proceed with an amendment to the above-referenced Service and Assessment Plan; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the amended Sutton Fields II Service and Assessment Plan attached hereto as Exhibit A is hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 2017.

ATTEST:

Chad Anderson, Mayor

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Exhibit A

Sutton Fields II

Public Improvement District

AMENDED SERVICE AND ASSESSMENT PLAN

November 10, 2015

As amended on June 13, 2017

6/9/17

Attachment: Sutton Fields II SAP draft clean 06-08-2017 (002) (2072 : Sutton Fields II PID Ordinance Amending SAP)

AMENDED SERVICE AND ASSESSMENT PLAN

Table of Contents

		Page Numbers
Section I	Plan Description and Defined Terms	3
Section II	Property Included in the PID	11
Section III	Description of Authorized Improvements	14
Section IV	Future PID Bonds Test	18
Section V	Assessment Plan	20
Section VI	Service Plan	29
Section VII	Terms of the Assessments	31
Section VIII	Miscellaneous Provisions	38

List of Appendices

Appendix A	Assessment Roll – Neighborhood Improvement Area #1	40
Appendix B	Assessment Roll – Neighborhood Improvement Areas #2-5	42
Appendix C	Legal Descriptions of Parcels	44
Appendix D	Concept Plan	50

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On October 13, 2015, (the “**Creation Date**”) the City Council of the city of Celina, Texas (the “City”) passed and approved Resolution No. 2015-51R approving and authorizing the creation of the Sutton Fields II Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property within the PID (the “Authorized Improvements”), which is located within the City of Celina, and within the Extraterritorial Jurisdiction (the “ETJ”) of the City of Celina, Texas.

Certain development standards have been established for the property within the PID pursuant to the terms and conditions of that certain Development Agreement dated October 27, 2015 (“the Development Agreement”). The property in the PID is proposed to be developed in approximately five phases, and the PID will finance Authorized Improvements for each phase as each phase is developed. Assessments will be imposed on all property in each phase for the Authorized Improvements to be provided for that phase.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “**PID Act**”), governs the creation of public improvement districts within the State of Texas. The Sutton Fields II Service and Assessment Plan was prepared pursuant to the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in **Section VI**.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in **Section V**.

Section 372.015 of the PID Act requires that the “governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in **Section V**.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The proposed Assessment Rolls for the PID is included as **Appendix A** and **Appendix B** of this Service and Assessment Plan. The Assessments as shown on the proposed Assessment

Rolls are based on the method of assessment and apportionment of costs described in **Section V** of this Service and Assessment Plan.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a certification for payment, as defined in the Construction, Funding and Acquisition Agreement, that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses. Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a certification for payment, as defined in the Construction, Funding and Acquisition Agreement, that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Additional Neighborhood Improvement Area #1 Bonds” means bonds issued to fund Neighborhood Improvement Area #1 Improvements (or a portion thereof) in Neighborhood Improvement Area #1 that are secured by the Neighborhood Improvement Area #1 Assessments.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii)

computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the PID Bonds, (v) issuing, paying and redeeming the PID Bonds (vii) investing or depositing of monies, (viii) complying with the PID Act and codes with respect to the PID Bonds, (ix) the Trustee fees and expenses relating to the PID Bonds, including other reasonable fees (x) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors (xi) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the PID Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the employee or designee of the City, identified in any indenture of trust relating to the PID Bonds or identified in any agreement approved by City Council, who shall have the responsibilities provided for herein and in the Service and Assessment Plan.

“Annual Installment” means, with respect to each Assessed Property, each annual payment of the: (i) Assessments (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as **Appendix A** and **Appendix B**, or in an Annual Service Plan Update, and calculated as provided in **Section VII** of this Service and Assessment Plan, (ii) Administrative Expenses, (iii) Prepayment reserve described in **Section V** of this Service and Assessment Plan, and (iv) Delinquency reserve described in **Section V** of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in **Section VI** of this Service and Assessment Plan.

“As-Built Assessed Value” means the estimated future assessed value of a parcel after construction.

“Assessed Property” means a Parcel, other than Non-Benefitted Property, of land located within the PID, described by metes and bounds, by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the County, against which an Assessment is levied by the Assessment Order in accordance with the Service and Assessment Plan.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and includes Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means each ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Roll(s)” means the document(s) included in this Service and Assessment Plan as Appendix A and Appendix B, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan.

“Authorized Improvements” means the public improvements identified in **Section III** herein and authorized under Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements.

“City” means City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

“Construction, Funding and Acquisition Agreement” means the (i) “Neighborhood Improvement Areas #2-5 Construction, Funding and Acquisition Agreement” between the City and the Developer relating to the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, dated as of November 10, 2015, which provides for the appointment, levying and collection of Assessments, the construction of the Neighborhood Improvement Areas #2-5 Major Improvements, the maintenance of the Neighborhood Improvement Areas #2-5 Major Improvements, the issuance of bonds and other matters related thereto and (ii) the “Neighborhood Improvement Area #1 Construction, Funding and Acquisition Agreement” between the City and the Developer relating to the Neighborhood Improvement Area #1 Bonds, dated as of November 10, 2015, which provides for the appointment, levying and collection of Assessments, the construction of the Neighborhood Improvement Area #1 Improvements, the maintenance of the Neighborhood Improvement Area #1 Improvements, the issuance of bonds and other matters related thereto.

“County” means Denton County, Texas.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means CADG Sutton Fields, LLC, a Texas limited liability corporation and CADG Sutton Fields II, LLC, a Texas limited liability corporation.

“Future Neighborhood Improvement Area” means Neighborhood Improvement Areas that may be fully developed after Neighborhood Improvement Area #1, as such areas are generally depicted in **Table II-C**. The Future Neighborhood Improvement Areas are subject to adjustment and are shown for example only.

“Future Neighborhood Improvement Area Improvements” means those Authorized Improvements associated with any Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Neighborhood Improvement Area. In connection with the Future Neighborhood Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Neighborhood Improvement Area in question.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowner’s Association established for the benefit of property owners within the PID.

“Indenture” means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of one or more PID Bonds, as modified, amended, and/or supplemented from time to time.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the Official Public Records of Denton County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential lots by the estimated Lot size and Lot width.

“Major Improvements” means both on-site and off-site Authorized Improvements which benefit all Assessed Property within the PID and described in **Section III**.

“Neighborhood Improvement Area #1” means the initial area to be developed within the PID as generally shown on the map on **Table II-B** consisting of approximately 130 acres.

“Neighborhood Improvement Area #1 Assessed Property” means any and all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and as shown in the Neighborhood Improvement Area #1 Assessment Roll against which an Assessment relating to the Neighborhood Improvement Area #1 Improvements is levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering the Neighborhood Improvement Area #1 included in this SAP as **Appendix A**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Updates.

“Neighborhood Improvement Area #1 Bonds” means those certain “City of Celina, Texas, Special Assessment Revenue Bonds, Series, 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Project)” that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #1 Improvements.

“Neighborhood Improvement Area #1 Improvements” means (i) the pro rata portion of the Major Improvements that benefit the entire PID allocable to the Neighborhood Improvement Area #1, and (ii) the Authorized Improvements which only benefit the Neighborhood Improvement Area #1 Assessed Property and are described in **Section III.B** hereto, and which are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #1 Initial Parcel” means the portion of all Parcels located within Neighborhood Improvement Area #1, which as of May 1, 2017 includes the following tax map identification numbers assigned by the Denton County Appraisal District: 52680, 52751, 52810, 52744, 52760, 52721.

“Neighborhood Improvement Areas #2-5” means the property within the PID, excluding the Neighborhood Improvement Area #1, as depicted on the map on **Table II-C** consisting of approximately 493 acres within the PID.

“Neighborhood Improvement Areas #2-5 Assessed Property” means, for any year, any and all Parcels within Neighborhood Improvement Areas #2-5 other than Non-Benefited Property.

“Neighborhood Improvement Areas #2-5 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Areas #2-5 Major Improvements included in this SAP as **Appendix B**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Neighborhood Improvement Areas #2-5 Initial Parcel” means the portion of all Parcels located within Neighborhood Improvement Areas #2-5, which as of May 1, 2017 includes the following tax map identification numbers assigned by the Denton County Appraisal District: 52680, 122875, 52751, 52810, 52744, 52760, 52721, 660188, 134236.

“Neighborhood Improvement Areas #2-5 Major Improvements” means those Major Improvements that benefit the entire PID that are allocable to Neighborhood Improvement Areas

#2-5, as described in **Section III.C** hereto, and which are to be financed with the Neighborhood Improvement Areas #2-5 Major Improvement Bonds.

“Neighborhood Improvement Areas #2-5 Major Improvement Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Areas #2-5 Major Improvement Project) that are secured by Assessments levied on Neighborhood Improvement Areas #2-5 Assessed Property.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property is not assessed at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel. For Assessed Property that is converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, such property remains subject to the Assessments and the Assessments must be prepaid as provided for in **Section VII.E.2**.

“Parcel” or “Parcels” means a specific property within the PID identified by either a tax map identification number assigned by the Denton County Appraisal District for real property tax purpose, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of Denton County, or by any other means determined by the County.

“PID” means the Sutton Fields II Public Improvement District created by the City pursuant to Resolution 2015-51R on October 13, 2015.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“PDD 52” means Planned Development District, #52 passed and approved by the City pursuant to Ordinance No. 2015-18 dated as of March 17, 2015.

“PID Bonds” means the bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the property within the PID, which may include funds for any required reserves and amounts necessary to pay the PID Bond issuance costs, and to be secured by a pledge of the Assessments pursuant to the authority granted in the PID Act, for the purposes of (i) financing the costs of Authorized Improvements and related costs, and (ii) reimbursement for Actual Costs paid prior to the issuance of and payment for the PID Bonds. This term is used to collectively refer to the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, and the Future Improvement Area Bonds throughout this SAP.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds and allowed by law, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment.

“Public Property” means property, real property, right of way and easements located within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, or through a public utility easement.

“Reimbursement Obligation” means the \$2,225,000 secured by Assessments on Neighborhood Improvement Area #1 and to be paid to the Developer pursuant to the “Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Reimbursement Agreement” with an effective date of November 10, 2015.

“Service and Assessment Plan” or “SAP” means this Sutton Fields II Public Improvement District Service and Assessment Plan (as such plan is amended from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the PID.

“Sutton Fields II” or “Project” means the approximately 622 acres of land located in this City and the ETJ of Celina, Texas. The project is contained within the area depicted on **Table II-A**.

“TIRZ No. 4” means the Tax Increment Reinvestment Zone No. 4, City of Celina, Texas.

“TIRZ Credit” means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to **Section V.M** of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 4 Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 4 tax increment fund and TIRZ No. __ tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with **Section V.M** of this Service and Assessment Plan.

“Trustee” means the fiscal agent or trustee as specified in the Indenture, including a substitute fiscal agent or trustee.

Section II

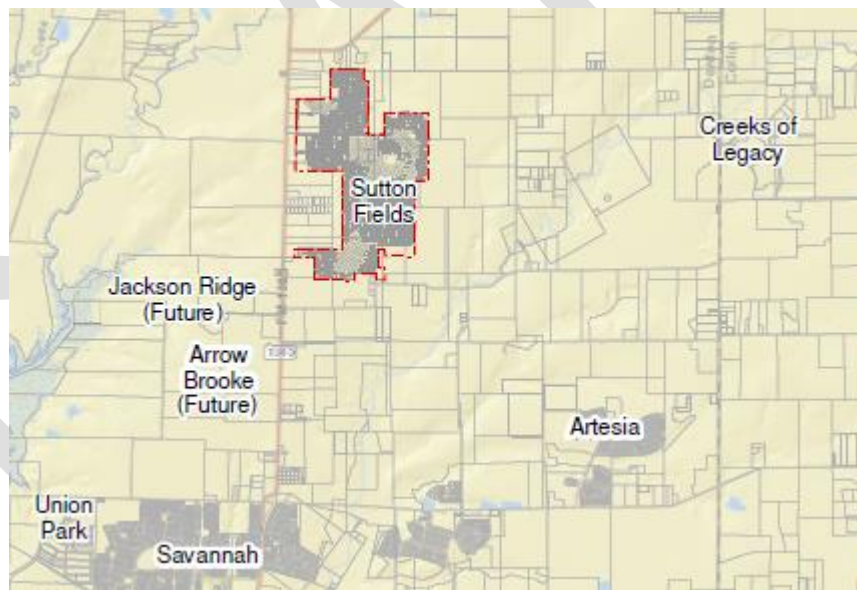
PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the property depicted and described by metes and bounds on **Exhibit A** to Resolution 2015-51R, as adopted by the City Council. The PID is located within the City's corporate limits and within the extraterritorial jurisdiction of the City and contains approximately 622 acres planned for the development of approximately 2,294 single family residential lots and includes the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

A map of the property within the PID is shown in **Table II-A**. Legal descriptions for all Parcels within the PID are included in **Appendix C**.

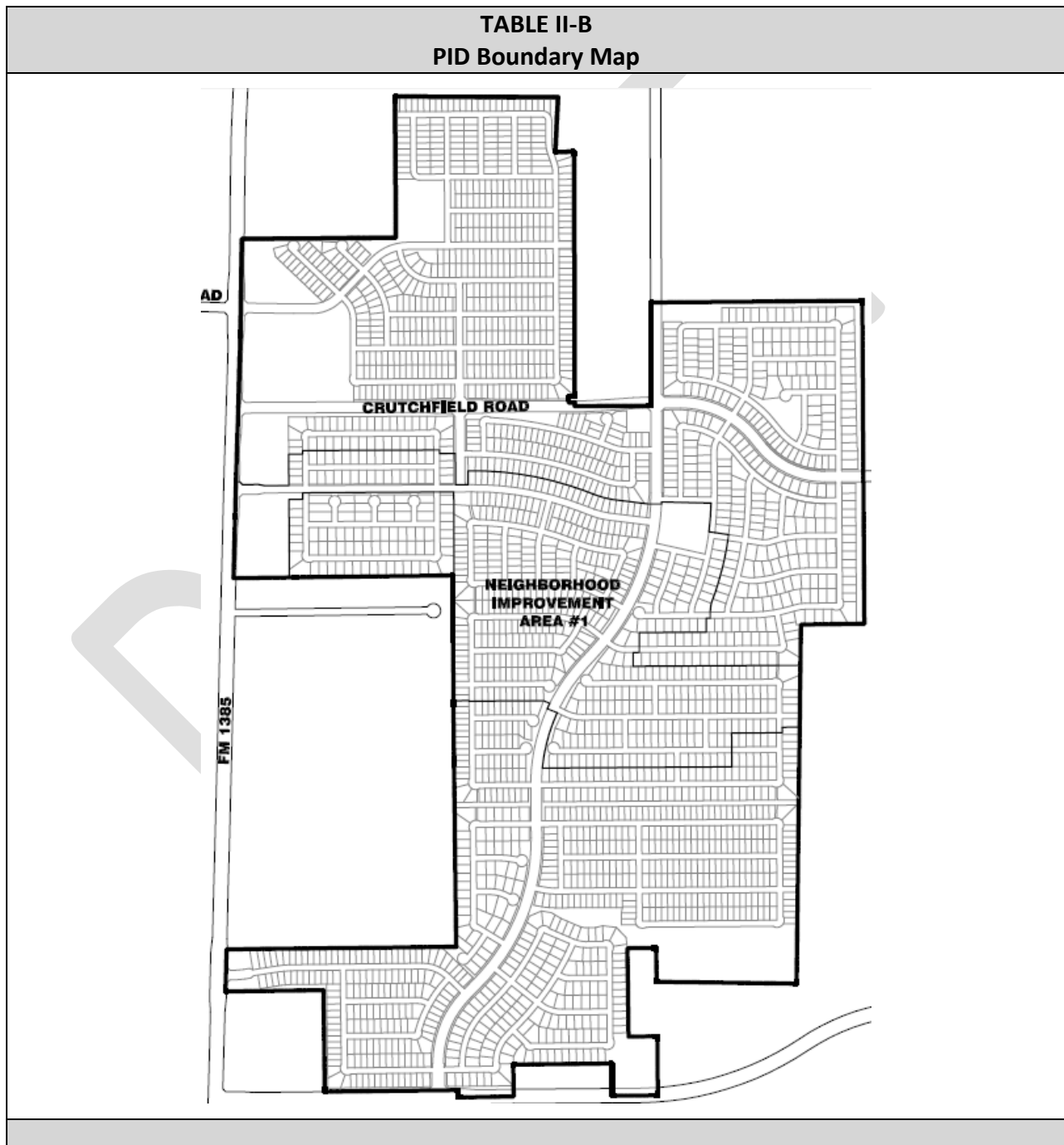
TABLE II-A
PID Boundary Map



B. Property Located in Neighborhood Improvement Area #1

The Neighborhood Improvement Area #1 contains approximately 130 acres. Neighborhood Improvement Area #1 is expected to be developed into approximately 515 single family residential lots.

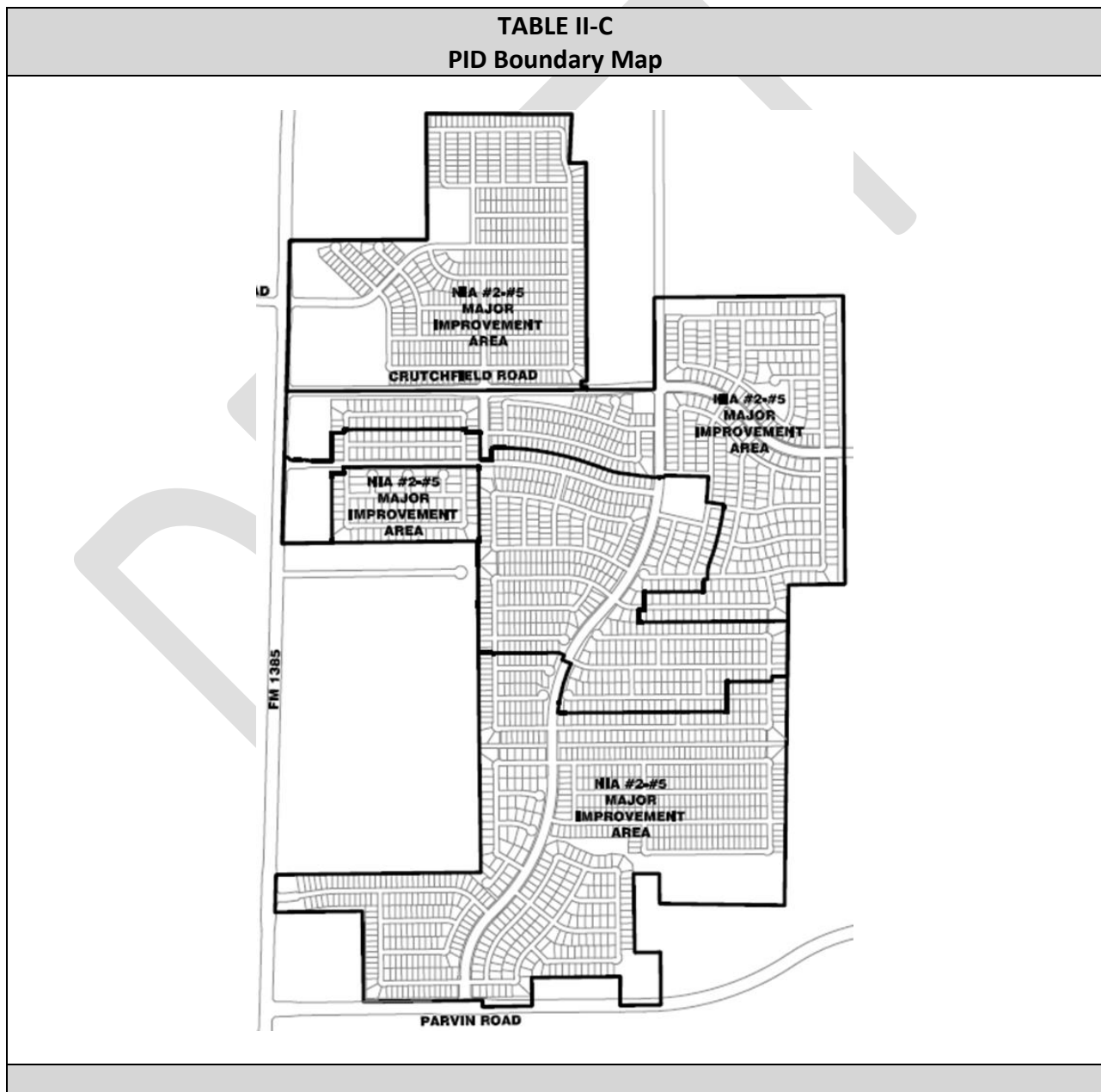
A map of the property within the PID and Neighborhood Improvement Area #1 is shown in **Table II-B**.



C. Property Located in Neighborhood Improvement Areas #2-5

Neighborhood Improvement Areas #2-5 contain approximately 493 acres. Neighborhood Improvement Areas #2-5 are expected to be developed in separate Future Neighborhood Improvement Areas containing, in total, approximately 1,779 single family residential lots. As Future Neighborhood Improvement Areas continue to be developed and Future Neighborhood Improvement Area Bonds are issued, the Assessment Plan will be amended to incorporate any applicable new information and a new table that depicts the impact of the applicable Future Neighborhood Improvement Area being developed.

A map of the property within the Neighborhood Improvement Areas #2-5 is shown in **Table II-C**.



Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID.

372.003 Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) The Authorized Improvements identified in the PID Act include:
 - i. landscaping;
 - ii. erection of fountains, distinctive lighting, and signs;
 - iii. acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - iv. construction or improvement of pedestrian mall;
 - v. acquisition and installment of pieces of art;
 - vi. acquisition, construction or improvement of libraries;
 - vii. acquisition, construction or improvement of off-street parking facilities;
 - viii. acquisition, construction or improvement of rerouting of mass transportation facilities;
 - ix. acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
 - x. the establishment or improvement of parks;
 - xi. projects similar to those listed in Subdivisions (i)-(x)
 - xii. acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - xiii. special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
 - xiv. payment of expenses incurred in the establishment, administration and operation of the district; and
 - xv. development, rehabilitation, or expansion of affordable housing.

After analyzing the public improvements authorized by the PID Act, the City has determined that of the improvements authorized under the PID Act, it will undertake the Authorized

Improvements more particularly described in **Section III.B, Section III.C, and Section III.D** herein for the benefit of the Property within the PID.

B. Descriptions and Costs of the Improvements that only benefit Neighborhood Improvement Area #1

The Authorized Improvements that only benefit Improvement Area #1 are described below:

- *Neighborhood Improvement Area #1 Water Distribution System*
 - This water portion of the Neighborhood Improvement Area #1 waterline improvements consists of constructing 8-inch water line, including associated and 8-inch gate valves. One-inch diameter water services will be provided to each of the 515 lots within Neighborhood Improvement Area #1. All associated waterline testing, trench safety and erosion protection during construction are included. These lines will be designed and constructed in accordance with Mustang Special Utility District (MSUD) standards and specifications and will be owned and operated by MSUD. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Neighborhood Improvement Area #1 and all 515 lots within Neighborhood Improvement Area #1.
- *Neighborhood Improvement Area #1 Sanitary Sewer*
 - Neighborhood Improvement Area #1 wastewater improvements also include construction of 8" gravity sanitary sewer line that connects to the 10" gravity sewer main line. Construction includes connection at multiple points through concrete manholes. Services to individual lots are by 4" gravity sewer services. All lines will be designed and constructed in accordance with MSUD standards and specifications and will be owned and operated by MSUD. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Neighborhood Improvement Area #1 and each of the 515 lots within Neighborhood Improvement Area #1.
- *Neighborhood Improvement Area #1 Storm Drainage*
 - The drainage portion of the Neighborhood Improvement Area #1 Improvements shall consist round concrete pipes, reinforced concrete boxes, inlets and rock riprap protection at outfalls. The main means of conveyance of storm drainage within Neighborhood Improvement Area #1 is within underground storm drain pipes. The roadway pavement section incorporates the use of curbs with integrated drainage inlets to control runoff and conveyance of storm-water throughout the drainage basins associated with Neighborhood Improvement Area #1. The system includes underground reinforced concrete pipe (RCP) with associated headwalls, safety end treatments, manholes and storm sewer energy dissipaters at the points of discharge. This project will be constructed to City standards and specifications and will be owned and operated by the City.

- *Neighborhood Improvement Area #1 Residential Streets*
 - Roadway improvements within Neighborhood Improvement Area #1 include construction of concrete pavement and pavement subgrade. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each lot within Neighborhood Improvement Area #1. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. These projects will provide access to community roadways and state highways.

C. Descriptions and Costs of the Major Improvements

The original plan for the PID anticipated the City as a customer of Upper Trinity Regional Water District (UTRWD) providing water to the properties in the PID. This plan has since changed and currently, the PID is being developed with Mustang Special Utility District (“MSUD”) as its retail provider of water. The Major Improvements originally anticipated to be constructed and updates to the Major Improvements because of the change are described below:

The Neighborhood Improvement Areas #2-5 Major Improvements are described below and their Actual Costs are shown in **Table III-A**. The Neighborhood Improvement Areas #2-5 Major Improvement Bonds will only pay for Neighborhood Improvement Areas #2-5’s share of the Major Improvements (approximately 79% except for the Offsite Sewer Improvements which are approximately 74%) as shown within **Table III-A**. The Actual Costs to construct the Major Improvements including the Off-Site Major Improvements is \$11,520,649. The Actual Costs to construct the Neighborhood Improvement Areas #2-5 Major Improvements minus the Off-Site Sewer Major Improvements allocated Neighborhood Improvement Areas #2-5 and as shown in **Table V-B**, is \$10,611,272. The Actual Costs shown in **Table III-A** may be revised through Annual Service Plan Updates.

The Actual Costs for the Neighborhood Improvement Areas #2-5 Major Improvements are to be funded both from the proceeds of the Neighborhood Improvement Areas #2-5 Major Improvement Bonds as described herein and from funds contributed by the Developer.

Detention Ponds

- *Drainage System*
 - Project shall consist of the construction of one (1) retention/detention pond, including excavation to a depth of 15-feet and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond. This project will be constructed according to City standards and specifications and will be owned and operated by the City. The portion of these costs allocated to Neighborhood Improvement Areas #2-5 is \$215,582.

Updates to the Drainage System Improvements:

- According to Pettit Barazza, LLC (the “Project Engineer”), final design incorporated additional detention ponds, which are new projects. Storm drainage system associated with the detention ponds are included with these improvements and generally consists of reinforced concrete pipes and reinforced concrete boxes, along with headwalls and safety end treatments, erosion control such as riprap protection, and soil stabilization. The improvements were designed according to City and the Texas Department of Transportation (TxDOT). The City will maintain and operate the underground storm drainage system and a Homeowners’ Association will maintain and operate the detention ponds.

Paving

- *Road A*
 - The Roadway ‘A’ portion of the project consists of the construction of approximately 240 linear feet of 6-inch thick, 36-foot wide, concrete pavement with curb and gutter and 3,280 linear feet of 6-inch thick, 44-foot wide, concrete pavement with curb and gutter. The concrete will be 3,600 pounds per square inch (psi) strength. 17,978 square yards (sy) of pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This will provide access from FM 1385 into the Sutton Fields Amenity Center and rest of the development.

Updates to the Roadway “A” Improvements:

- According to the Project Engineer, Roadway “A” was renamed as Fenwick Trail. In addition, the final design includes 6-inch lime stabilization and 5-foot wide sidewalk and round concrete pipes are also included in the contracted quantities for Fenwick Trail improvements.
- *Road F*
 - The Roadway ‘F’ portion of the project consists of the construction of 4 lanes divided concrete pavement with curb and gutter. The pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This section is located within the project and provides north-south access to the entire development. The roadway improvements will be constructed according to City standards.

Updates to the Roadway “F” Improvements:

The Project Engineer provided the following updates to the Roadway “F” Improvements:

- The City required a second point of access for the current phases, which required the extension of Sutton Fields Boulevard to the north and partial construction of the intersection at Crutchfield Road. The southern end of Sutton Fields Boulevard was also extended to the end of the lots developed and platted with the current phases.

4-lane divided concrete pavement and 6-inch stabilized subgrade are currently under contract. The north and south extension of Sutton Fields Boulevard is a new project, not included in the initial list of Authorized Improvements for the PID and will be constructed according to City standards.

- *Road C1 – Crutchfield Road*
 - The improvement of one-half (1/2) of Crutchfield Road (Road C1), from FM 1385 east to the intersection of Sutton Fields Boulevard, was required by the City as a second point of access to the development through Sutton Fields Boulevard. The Roadway ‘C1’ portion of the project consists of the construction 4 lanes divided concrete pavement with curb and gutter. The pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This section is located within the project and provides east-west access to the entire development. The improvement of Crutchfield Road is a new project that was not included in the initial list of Authorized Improvements for the PID and will be constructed according to City standards.
- *Road B – Boleyn Avenue*
 - The City required the additional improvement of Boleyn Avenue as a condition of approval. The Roadway ‘B’ portion of the project consists of the construction of, 4 lanes divided concrete pavement with curb and gutter. The pavement sub-grade will be lime stabilized and compacted. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. This section is located within the project and provides a north access to the entire development. The construction of Boleyn Avenue is a new project that was not included in the initial list of Authorized Improvements for the PID and will be constructed according to City standards.
- *FM 1385*
 - The FM 1385 roadway portion of the project consists of the construction left and right turn lanes within FM 1385 to enhance traffic turning movement in and out of the development. These improvements will be constructed to TX DOT, Denton County and City standards. These Improvements will benefit the entire project.

Updates to the FM 1385 Improvements:

- With the additional new project of Crutchfield Road (Road C1) Improvements by the City, an additional right turn lane was required. One (1) northbound right turn lane is being constructed at Fenwick Trail (Road A) and an additional one (1) northbound right turn lane at Crutchfield Road (Road C1) with the current phases. Both turn lanes consist of hot mix asphaltic concrete. The additional right turn lane is a new project that was not included in the initial list of Authorized Improvements for the PID.

CCN Certificate

- The Developer had agreed to secure the water and wastewater CCN Certificates from Mustang Special Utility District. The property within the PID was previously within Mustang Special Utility District's water and wastewater CCN areas, but a recent Public Utility Commission ruling decertified the Mustang Special Utility District from those CCNs.

Updates to the CCN Certificate:

As described above, MSUD will continue to provide water and wastewater services to the properties in the PID, as a result, the CCN certificate is no longer required for the PID.

Offsite Water

- *Water Distribution System*
 - The City is a customer of the Upper Trinity Regional Water District (UTRWD) and will receive wholesale treated water through a major transmission line from the UTRWD Tom Harpool water treatment plant. Therefore, there are no water treatment plant upgrades required.
 - There is an existing 36-inch water transmission line located along the Western boundary of the project. The proposed off-site improvements will consist of constructing a new delivery point/ meter station, a 0.25 MG Ground Storage Tank, a 1.0 MG Elevated Storage Tank and a Pump Station with the required pumps to provide adequate pressure to the system. The combination of the Elevated and Ground Storage Tanks will provide the adequate storage capacity required by TCEQ and will also provide the required pressures for the entire system. Approximately 11,000 linear feet of 12-inch water line will also be constructed as part of the water distribution system. All of the proposed improvements will benefit the Development. Additional waterline improvements will include connection to the existing water-main, installation of associated 12-inch valves, fire hydrants, ductile iron fittings, erosion control, trench safety and testing. All water improvements will be constructed to City standards and specifications and all improvements will be owned and operated by the City. These Improvements will benefit Neighborhood Improvement Areas #1-4.

Updates to the Offsite Water Distribution System Improvements:

- The original plan for the PID anticipated the City as a customer of Upper Trinity Regional Water District (UTRWD) providing water to the properties in the PID. This plan has since changed and currently, the PID is being developed with MSUD as its retail provider of water. The transition from UTRWD to MSUD resulted in the addition of 12-inch water lines along the future Tudor Place, and downsizing the proposed 12-inch water line along Fenwick Trail to an 8-inch water line. Also, a 12-inch water line was extended along the additional length of Sutton Fields Boulevard required by the City in conjunction with the current phase. The

additional 12-inch water lines are new projects that were not included in the initial list of Authorized Improvements for the PID.

- *Elevated Storage Tank Engineering*
 - Engineering for the Elevated Storage Tank will start with NIA #1 to secure all necessary approvals, including TCEQ and the City. These Improvements will benefit the entire project.

Updates to the Elevated Storage Tank:

- The elevated storage tank is no longer required because of the transition from UTRWD to MSUD. As a result, the water distribution system was redesigned to accommodate the new points of connection and the elevated storage tank is no longer required for the PID.

Offsite Sewer

- *Sanitary Sewer*
 - The City is a customer city of the Upper Trinity Regional Water District (UTRWD) and will receive wastewater collection services by constructing a wastewater interceptor line and wastewater treatment services from the UTRWD collection point located at Parvin Road & Good Hope. UTRWD operates the Riverbend and Doe Creek wastewater treatment plants. The UTRWD treatment plant permit with the TCEQ has excess capacity to serve the Sutton Fields development. UTRWD is in the process of expanding both wastewater treatment plants.
 - This project consists of constructing 6-inch force main, associated lift station, 6,050 linear feet of 15-inch sanitary sewer gravity line, 1,250 linear feet of 12-inch sanitary sewer gravity line and 800 linear feet of 10-inch sanitary sewer gravity line generally flowing southeasterly along Parvin Road and connecting to the UTRWD collection point and Doe Creek/ Riverbend Wastewater Treatment Plants. Cutoff valves, air release valves will be constructed in accordance with City of Celina and TCEQ regulations. The gravity interceptor line will be designed to maintain the 3.0 fps minimum velocity. The line will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City. The portion of the acquisition of this and other related costs of the CCN allocated to Neighborhood Improvement Areas #2-4 is \$909,377.

Updates to the Offsite Sanitary Sewer System Improvements:

- The original plan for the PID anticipated the City as a customer of UTRWD providing wastewater collection services to the PID. This plan has since changed and currently, The PID is being developed with MSUD as its retail provider of wastewater collection services. As a result of this the transition from UTRWD to MSUD, the metering station at the UTRWD delivery point is no longer required because the offsite gravity sewer will connect into an existing MSUD gravity line.

The contracted quantities for the offsite sewer also includes gravity sanitary sewer mains from 8-inch to 24-inch diameters, along with a concrete encasement for crossing under Doe Creek, and removal and replacement of existing MSUD gravity lines to facilitate outfall. It also includes removal and replacement of existing fences.

Right of Way, Open Space and Civic Site Land

- Upon closing of the PID Bonds corresponding to the development of a certain number of lots, the City shall pay a certain amount for the acquisition of the right-of-way, open space and civic site land comprising approximately 71.3 acres.

Upper Trinity Regional Water District Capacity Acquisition

- In connection with the securing of the CCN Certificate in order to provide water and wastewater services for the City, the Developer has agreed to purchase capacity for such services from UTRWD.

Updates to the UTRWD Capacity Acquisition:

As described above, MSUD will continue to provide water and wastewater services to the properties in the PID, as a result, the UTRWD capacity is no longer required for the PID.

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TABLE III-A			
Estimated Costs of Major Improvements and Neighborhood Area #1 Improvements			
	<u>Hard Costs</u>	<u>Soft Costs</u>	<u>Total Costs</u>
MAJOR IMPROVEMENTS			
Detention Ponds	\$1,451,898	\$261,342	\$1,713,240
Paving Road A - Fenwick	\$1,489,264	\$268,068	\$1,757,332
Paving Road F - Sutton Fields	\$1,126,284	\$202,731	\$1,329,016
Paving - FM 1385	\$401,140	\$72,205	\$473,345
Crutchfield Road	\$861,119	\$155,001	\$1,016,121
Boleyn Paving - Road B	\$222,703	\$40,087	\$262,789
ROW, open space land acquisition and park contribution	\$6,500,000	\$0	\$6,500,000
Offsite water improvements	\$860,759	\$154,937	\$1,015,695
Offsite sewer improvements	\$2,378,990	\$428,218	\$2,807,208
Professional consulting and legal fees	\$0	\$200,000	\$200,000
	\$15,292,158	\$1,782,588	\$17,074,746
NEIGHBORHOOD IMPROVEMENT AREA #1 IMPROVEMENTS			
Water distribution improvements	\$1,321,380	\$162,699	\$1,484,079
Sewer collection improvements	\$1,152,965	\$174,878	\$1,327,844
Storm sewer collection improvements	\$2,280,820	\$282,781	\$2,563,601
Roadway improvements including site preparation	\$3,205,063	\$422,853	\$3,627,916
	\$7,960,229	\$1,043,211	\$9,003,440
TOTAL AUTHORIZED IMPROVEMENTS	\$23,252,386	\$2,825,800	\$26,078,186
Note: Costs provided by Petitt Barraza, LLC. The amounts shown may be revised in Annual Service Plan Updates.			

The costs of the Authorized improvements shown above are estimates and may be updated in Annual Service Plan Updates. Savings from one line item may be applied to cost increases in other line items.

D. Descriptions and Costs of Future Neighborhood Improvement Area Improvements

Future Neighborhood Improvement Area Bonds may be issued in the future to fund Future Neighborhood Improvement Area Improvements, subject to the approval of the City Council. Should that occur, then in association with issuing Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to identify the Future Neighborhood Improvement Area Improvements as well as revising **Table III-A**.

Section IV

FUTURE PID BONDS TEST

A. Additional Neighborhood Improvement Area #1 Bonds

The City has reserved the right to issue Additional Neighborhood Improvement Area #1 Bonds for any purpose permitted by the Act and in accordance with the conditions set forth below. Terms used in this Section IV.A but not defined herein shall have the meanings assigned to them in the Indenture for the Neighborhood Improvement Area #1 Bonds:

1. The City Representative shall certify that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in the Indenture;
2. The Developer, through an authorized representative, shall certify that the Developer is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Construction, Funding and Acquisition Agreement for the Neighborhood Improvement Area #1 Bonds;
3. The Developer shall provide the City with a certificate or report from an independent certified appraiser or appraisal firm (that may rely on County assessed value figures for the completed homes as to their value) that, assuming completion of the improvements to be financed with the proceeds of the Additional Neighborhood Improvement Area #1 Bonds or with the funds withdrawn from the Developer Improvement Account of the Project Fund, as applicable, (A) at least 150 single-family homes located within the Neighborhood Improvement Area #1 of the PID have been completed or have commenced construction; (B) the appraised value of the property within the Neighborhood Improvement Area #1 of the PID is equal to at least five (5) times the principal amount of the Outstanding Bonds Similarly Secured, taking into account the Additional Neighborhood Improvement Area #1 Bonds to be issued, (C) the appraised value allocated to every Assessed Property within the Neighborhood Improvement Area #1 of the PID is at least three (3.0) times the portion of the principal amount of any Outstanding Bonds Similarly Secured, taking into account the Additional Neighborhood Improvement Area #1 Bonds to be issued, that is allocated to each Assessed Property;
4. The principal of and interest on the Additional Neighborhood Improvement Area #1 Bonds must be scheduled to be paid or mature on March 1 or September 1, or both, of the years in which each principal or interest are scheduled to be paid or mature;

5. There shall be deposited to the Reserve Fund an amount equal to the Reserve Fund Requirement taking into account the Outstanding Bonds Similarly Secured, and the Additional Neighborhood Improvement Area #1 Bonds then proposed to be issued; and,
6. The maximum amount of Additional Neighborhood Improvement Area #1 Bonds that may be issued, subject to the approval of the City, in total, is \$6.0 million.

B. Future Neighborhood Improvement Area Bonds

The City has reserved the right to issue Future Neighborhood Improvement Area Bonds for any purpose permitted by the Act, including those described above, and in accordance with the conditions set forth below:

1. At least seventy five percent (75%) of the residential lots within the particular Future Neighborhood Improvement Area of the PID for which Authorized Improvements are financed by the Future Neighborhood Improvement Area Bonds must be under contract with merchant builders unaffiliated with the Developer.
2. The ratio of the appraised value of all of the land in the particular Future Neighborhood Improvement Area of the PID, based on an independent appraisal and assuming completion of the improvements within such phase to be financed with the proceeds of the Future Neighborhood Improvement Area Bonds to be issued, to the principal amount of the Future Neighborhood Improvement Area Bonds to be issued must be at least 3.0:1;
3. Construction contracts for at least 50% of the costs of the Authorized Improvements in such Future Neighborhood Improvement Area to be paid with proceeds of the applicable series of Future Neighborhood Improvement Area Bonds must be executed and ready to proceed; and
4. Construction of residences in all previously financed Neighborhood Improvement Areas taken as a whole must be at least twenty five percent (25%) complete or underway.

Section V

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each Parcel resulting from the Authorized Improvements. The PID Act provides that the costs of certain Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of PID Bond financings that are intended to finance the Authorized Improvements required for the Project. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Neighborhood Improvement Area #1 Area Bonds and the Neighborhood Improvement Areas #2-5 Major Improvement Bonds issued in 2015 and the Additional Neighborhood Improvement Area #1 Bonds, if issued, Future Neighborhood Improvement Area Bonds are to be issued over the upcoming decade as the four subsequent phases (phases #2, #3, #4 and #5, each corresponding to a Future Neighborhood Improvement Area) of the development are gradually constructed.

The purpose of this gradual issuance of PID Bonds as the Future Neighborhood Improvement Areas are developed is to mirror the actual private development of the Authorized Improvements. The PID Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the PID Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of PID Bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same assessments, once the assessed property is partially or fully developed and

the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Neighborhood Improvement Areas will receive from internal subdivision Authorized Improvements that will benefit each individual Future Neighborhood Improvement Area and that are to be financed with Future Neighborhood Improvement Area Bonds. Therefore, at this time Parcels within Neighborhood Improvement Areas #2-5 will only be assessed for the special benefits conferred upon the Parcel because of the Major Improvements.

In connection with the levying of additional Assessments on Future Neighborhood Improvement Area Assessed Property, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel within a Future Neighborhood Improvement Area receives from the specific Authorized Improvements. Prior to Levying an additional Assessment on a Parcel located within Future Neighborhood Improvement Areas, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements and Neighborhood Improvement Area #1 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Neighborhood Improvement Area #1 Assessed Property and the Neighborhood Improvement Areas #2-5 Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements and Neighborhood Improvement Area #1 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such Authorized Improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. Allocation of Costs of Authorized Improvements Only Benefiting Neighborhood Improvement Area #1

Some Authorized Improvements only provide special benefit to Parcels within Neighborhood Improvement Area #1, and these costs are allocated 100% to Improvement Area #1. The Actual Costs of the Authorized Improvements that only provide a benefit to Neighborhood Improvement Area #1 are shown in **Table V-A**. The costs detailed in **Table V-A** are subject to revision through the Annual Service Plan Updates.

C. Allocation of Costs of Major Improvements

The Major Improvements provide special benefit to all Assessed Property within the PID, and these costs are allocated between Neighborhood Area #1 and Neighborhood Improvement Areas #2-5 based on the estimated As-Built Assessed Value. The Actual Costs of the Major Improvements are shown in **Table V-A**. The costs detailed in **Table V-A** are subject to revision through the Annual Service Plan Updates.

D. Allocation of Costs of Relating to Issuance of PID Bonds

The costs relating to the issuance of the Neighborhood Improvement Area #1 Bonds are allocated 100% to Neighborhood Improvement Area #1. The costs relating to issuing Neighborhood Improvement Area #2-5 Major Improvement Bonds is allocated 100% to Neighborhood Improvement Areas 2-5. Any costs associated with a Future Neighborhood Improvement Area Bond will be allocated 100% to that Future Neighborhood Improvement Area.

E. Allocation of Actual Costs of Future Neighborhood Improvement Area Improvements

As Future Neighborhood Improvement Areas continue to be developed and Future Neighborhood Improvement Area Bonds are issued, the Assessment Plan will be amended to reflect allocation of the cost of Authorized Improvements benefitting the Future Neighborhood Improvement Area.

TABLE V-A
Allocation of Authorized Improvement Costs

		Neighborhood Improvement Area #1		Neighborhood Improvement Areas #2-5	
		% Allocation	Share of Costs	% Allocation	Share of Costs
MAJOR IMPROVEMENTS					
Detention Ponds (b)	\$1,713,240	20.81%	\$356,525	79.19%	\$1,356,714
Paving Road A - Fenwick (b)	\$1,757,332	20.81%	\$365,701	79.19%	\$1,391,631
Paving Road F - Sutton Fields (b)	\$1,329,016	20.81%	\$276,568	79.19%	\$1,052,447
Paving - FM 1385	\$473,345	20.81%	\$98,503	79.19%	\$374,842
1/2 Crutchfield Road (b)	\$1,016,121	20.81%	\$211,455	79.19%	\$804,666
ROW and Open Space Acquisition	\$6,500,000	20.81%	\$1,352,650	79.19%	\$5,147,350
Boleyn Paving - Road B (b)	\$262,789	20.81%	\$54,686	79.19%	\$208,103
Offsite Water	\$1,015,695	20.81%	\$211,366	79.19%	\$804,329
Offsite Sewer (b)	\$2,807,208	20.81%	\$584,180	79.19%	\$2,223,028
Professional consulting and legal fees	\$200,000	20.81%	\$41,620	79.19%	\$158,380
A	\$17,074,746		\$3,553,255		\$13,521,491
AUTHORIZED IMPROVEMENTS ONLY BENEFITTING NEIGHBORHOOD IMPROVEMENT AREA #1					
Water	\$1,484,079	100%	\$1,484,079	0%	\$0
Sewer	\$1,327,844	100%	\$1,327,844	0%	\$0
Storm Sewer	\$2,563,601	100%	\$2,563,601	0%	\$0
Roadway Improvements	\$3,627,916	100%	\$3,627,916	0%	\$0
B	\$9,003,440		\$9,003,440		\$-
SUBTOTAL - MAJOR IMPROVEMENTS + NEIGHBORHOOD AREA #1 IMPROVEMENTS		C=A+B			
	\$26,078,186		\$12,556,695		\$13,521,491
NEIGHBORHOOD IMPROVEMENT AREAS #2-5					
BOND COSTS					
Debt Service Reserve Fund	\$1,430,125	0%	\$0	100%	\$1,430,125
Capitalized Interest	\$2,398,125	0%	\$0	100%	\$2,398,125
Cost of Issuance	\$1,179,750	0%	\$0	100%	\$1,179,750
Underwriter's Discount	\$437,266	0%	\$0	100%	\$437,266
D	\$5,445,266		\$0		\$5,445,266
NEIGHBORHOOD IMPROVEMENT AREA #1					
BOND COSTS					
Debt Service Reserve Fund	\$978,100	100%	\$978,100	0%	\$0
Capitalized Interest	\$1,448,051	100%	\$1,448,051	0%	\$0
Cost of Issuance	\$871,556	100%	\$871,556	0%	\$0
Underwriter's Discount	\$300,434	100%	\$300,434	0%	\$0
E	\$3,598,141		\$3,598,141		\$0
SUBTOTAL - NEIGHBORHOOD IMPROVEMENT AREAS #2-5 BOND COST +					
NEIGHBORHOOD IMPROVEMENT AREA #1 BOND COST	F=D+E	\$4,035,407	\$3,598,141		\$437,266
TOTAL AUTHORIZED IMPROVEMENTS	G=C+F	\$30,113,593	\$16,154,836		\$13,958,757

(a) See Table III-A for details.

(b) The costs shown are updated from what was presented in the original SAP. City Council has allowed the cost overruns to be included in the NIAs #2-5 Actual Cost, but the cost overruns are not permitted in the NIA #1 Actual Cost and will be covered by the Developer.

Attachment: Sutton Fields II SAP draft clean 06-08-2017 (002) (2072 : Sutton Fields II PID Ordinance Amending SAP)

F. Determination of Special Benefit and Assessments

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Town Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the Town staff and by third-party consultants retained by the Town, has found and determined:

1. Neighborhood Improvement Area #1

- a) The Neighborhood Improvement Area #1 Improvement costs allocated to Neighborhood Improvement Area #1 equals \$16,154,836; and
- b) The Neighborhood Improvement Area #1 Assessed Property receives special benefit from the Neighborhood Improvement Area #1 Improvements; and
- c) The Neighborhood Improvement Area #1 Initial Parcel consists of all property in Neighborhood Improvement Area #1, therefore the Neighborhood Improvement Area #1 Initial Parcel will be allocated 100% of the Neighborhood Improvement Area #1 Assessments, which equal \$11,560,000 as shown on the Neighborhood Improvement Area #1 Assessment Roll attached hereto as Appendix A; and
- d) The Assessed Property receives a direct and special benefit from the Authorized improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on Table V-B.

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TABLE V-B	
Neighborhood Improvement Area #1 Special Benefit and Assessment	
SPECIAL BENEFIT	
Neighborhood Improvement Area #1 Improvements (a)	\$12,556,695
Reserve Fund	\$978,100
Capitalized Interest	\$1,448,051
Cost of Issuance (b)	\$871,556
Underwriter's Discount/Underwriter Counsel	\$300,434
	\$16,154,836
ASSESSMENTS	
Assessments securing Neighborhood Improvement Area #1 Bonds	\$11,560,000
EXCESS BENEFIT	\$4,594,836
(a) See Table V-A for details.	
(b) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.	

2. Neighborhood Improvement Areas #2-5

- a) The Neighborhood Improvement Areas #2-5 Improvement costs allocated to Neighborhood Improvement Areas #2-5 equals \$18,966,896; and
- b) The Neighborhood Improvement Area #2-5 Assessed Property receives special benefit from the Neighborhood Improvement Areas #2-5 Improvements; and
- c) The Neighborhood Improvement Areas #2-5 Initial Parcel consists of all property in Neighborhood Improvement Areas #2-5, therefore the Neighborhood Improvement Areas #2-5 Initial Parcel will be allocated 100% of the Neighborhood Improvement Areas #2-5 Assessments, which equal \$16,825,000 as shown on the Neighborhood Improvement Areas #2-5 Assessment Roll attached hereto as **Appendix B**; and
- d) The Assessed Property receives a direct and special benefit from the Authorized improvements, and this benefit is equal to or greater than the amount of the Assessments, as shown on **Table V-C**.

TABLE V-C	
Neighborhood Improvement Areas #2-5 Special Benefit and Assessment	
SPECIAL BENEFIT	
Neighborhood Improvement Areas #2-5 Improvements (a)	\$13,251,491
Reserve Fund	\$1,430,125
Capitalized Interest	\$1,179,750
Cost of Issuance (b)	\$437,266
Underwriter's Discount/Underwriter Counsel	\$437,266
	\$18,966,896
ASSESSMENTS	
Assessments securing Neighborhood Improvement Area #1 Bonds	\$16,825,000
EXCESS BENEFIT	
	\$2,141,896
(a) See Table V-A for details.	
(b) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.	

At the time the City Council approved the SAP, the Developer owned 100% of the Assessed Property. The Developer has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Developer has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) the SAP and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property.

The City Council has determined that funding the Actual Costs through the PID is beneficial to the City. The Authorized Improvements result in a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Assessment. This conclusion is supported by the information provided to the City Council regarding the PID.

G. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel or Lot (ii) the Assessment for each Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by **Section VII.G** of this Service and Assessment Plan.

The Service and Assessment Plan Update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Developer funds.

H. Future Neighborhood Improvement Area Assessment Roll

As Future Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Neighborhood Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Neighborhood Improvement Area #2, etc.).

I. Assessments and Annual Installments

The Assessments for the PID Bonds will be levied on each Parcel or Lot according to the Assessment Roll. The Annual Installments for the PID Bonds will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

J. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding Assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which will be revised based on actual costs incurred in Annual Service Plan Updates. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administration Expenses.

K. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%), (the "Excess Interest Rate"). To the extent funds are available under the applicable Indenture, forty percent (40.0%) of the funds generated by the Excess Interest Rate (0.20%) will initially fund the Prepayment Reserve. To the extent funds are available under the applicable Indenture, the remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (0.30%) will initially fund the Delinquency Reserve.

L. Prepayment Reserve

As stated, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which PID Bonds are actually redeemed ("the **Prepayment Reserve**"). To the extent funds are

available under the applicable Indenture, the Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the PID Bonds, but in no event will the annual collections be more than 0.20% higher than the actual interest rate paid on the PID Bonds. If the PID Act is subsequently amended to allow prepayment of an Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of the Assessment and the date on which PID Bonds are actually prepaid may be eliminated. If in a given year the additional reserve is fully funded at 1.5% of the par amount of the PID Bonds, the City and the Developer can allocate the Prepayment Reserve Component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

M. Delinquency Reserve

A portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. To the extent funds are available under the applicable Trust Indenture, this additional reserve (the "**Delinquency Reserve**") shall be funded each year up to 4.0% of the par amount of the PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% higher than the actual interest rate paid on the PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the PID Bonds, the City and the Developer shall allocate the Delinquency Reserve component of the Excess Interest Rate collected to the redemption of PID Bonds as set forth in the Indenture.

N. TIRZ Credit

The City has agreed to use TIRZ Revenues generated from property within the PID to offset a portion of the Annual Installment on Neighborhood Improvement Area #1 Assessed Property (the "TIRZ Credit"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel.

Section VI

SERVICE PLAN

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months for the Neighborhood Improvement Area #1 Improvements to be constructed and approximately 12 months for the Neighborhood Improvement Areas #2-5 Improvements to be constructed. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred as an “Annual Service Plan Update.”

The projected Annual Installments for the Neighborhood Improvement Area #1 Bonds and the Neighborhood Improvement Areas #2-5 Major Improvement Bonds are shown on **Appendix A and Appendix B**, respectively. The projected annual installments are subject to revision and shall be updated in the Annual Service Plan Update as necessary.

The Actual Costs for Neighborhood Improvement Area #1 Improvements plus the costs related to the issuance of the Neighborhood Improvement Area #1 Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is \$16,154,836 as shown in **Table VI-A**. The estimated Actual Costs for Neighborhood Improvement Areas #2-5 Major Improvements plus costs related to the issuance of the Neighborhood Improvement Areas #2-5 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$18,966,896 as shown in **Table VI-A**.

TABLE VI-A
Sources and Uses of Funds

	Neighborhood Improvement Area #1	Neighborhood Improvement Area #2-5
SOURCES OF FUNDS		
Gross Bond Amount	\$11,560,000	\$16,825,000
Developer's Advance (a)	\$2,581,645	\$437,266
Other funding sources	\$2,013,190	\$1,704,630
	\$16,154,836	\$18,966,896
USES OF FUNDS		
Authorized Improvements (b)	\$12,556,695	\$13,521,491
Debt Service Reserve Fund	\$978,100	\$1,430,125
Capitalized Interest	\$1,448,051	\$2,398,264
Costs of Issuance (c)	\$871,556	\$1,179,750
Underwriter's Discount	\$300,434	\$437,266
	\$16,154,836	\$18,966,896
(a) The amounts represent the Developer deposits at the time of bond issuance. (b) See Table V-A for details. (c) Includes cost of issuance plus developer's counsel, SAP consultant, and appraisal costs.		

Section VII

TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located Within the Neighborhood Improvement Area #1

The Assessment and Annual Installments for each Assessed Property located within Neighborhood Improvement Area #1 is shown on the Neighborhood Improvement Area #1 Assessment Roll, attached as **Appendix A**, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Neighborhood Improvement Area #1 Bonds, to fund the prepayment reserve and delinquency reserve described in **Section VI**, and to cover Administrative Expenses of Neighborhood Improvement Area #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to such Parcel in Neighborhood Improvement Area #1. The TIRZ Credit for each Parcel shall be as described in **Section V.N**, and shall be as provided for in **Section VII.C** below:

B. Amount of Assessments and Annual Installments for Parcels Located Within the Neighborhood Improvement Areas #2-5

The Assessment and Annual Installments for each Assessed Property located within Neighborhood Improvement Areas #2-5 are shown on the Neighborhood Improvement Areas #2-5 Assessment Roll, attached as **Appendix B**, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Neighborhood Improvement Areas #2-5 Major Improvement Bonds, to fund the prepayment reserve and delinquency reserve described in **Section VI**, to cover Administrative Expenses of Neighborhood Improvement Areas #2-5.

C. TIRZ Credit for Parcels Located in Neighborhood Improvement Area #1

The Annual Installment for each Parcel in Neighborhood Improvement Area #1 shall be calculated by taking into consideration any TIRZ Credit applicable to such Parcel.

The TIRZ Credit for each Parcel in Neighborhood Improvement Area #1 in any given year shall be determined by the TIRZ Revenues collected in the preceding year (i.e., TIRZ Revenues collected in 2016 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2017).

D. Amount of Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Neighborhood Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Neighborhood Improvement Areas #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments for Parcels Located Within Neighborhood Improvement Area #1 and Neighborhood Improvement Areas #2-5

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the new divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated As-Built Assessed Value of the new divided Assessed Property

D = the sum of the As-Built Assessed Value for all of the new divided Assessed Properties

The calculation of the As-Built Assessed Value of an Assessed Property shall be performed by the Administrator based on information from the City, the Developer, third party consultants, the Official Public Records of Denton County, Texas, and any other relevant source of information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the new subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the estimated As-Built Assessed Value of all new subdivided Lots with same Lot Type

D = the sum of the estimated As-Built Assessed Value for all of the new subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an estimated As-Built Assessed Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact future as-built Lot value and any other information available to the Developer. The calculation of the estimated As-Built Lot value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of Denton County, Texas regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

F. Mandatory Prepayment of Assessments

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. The payments required above shall be treated the same as any Assessment that is due and owing under the Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

G. Reduction of Assessments

1. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of PID Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of PID Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess PID Bond proceeds being available to redeem PID Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on estimated build out value of each Parcel or Lot, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds, including interest on the PID Bonds and Collection Costs. The Principal Portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the PID Bonds is equal to the outstanding principal amount of the PID Bonds.
3. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Budgeted Costs used to calculate the Assessments securing the PID Bonds, resulting in excess Bond proceeds, then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.
4. Similarly, if the City does not undertake some of the Authorized Improvements with the PID Bonds then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.
5. The City Council may apply excess PID Bond proceeds to the redemption of the respective PID Bonds.

H. Payment of Assessments

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced from any proceeds from the Debt Service Reserve Fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of

PID Bonds.

- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- (c) Upon payment in full of an Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."
- (d) At the option of the Parcel owner, the Assessment on any Parcel may be paid in part in an amount equal to the amount of prepaid Assessments plus Prepayment Costs with respect thereto. Upon the payment of such amount for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made. The partial Assessment payment will be used to redeem the bonds.

2. Payment of Annual Installments

The Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the City to collect interest and collection costs on the outstanding Assessment. An Annual Installment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Assessment and Administrative Expenses.

The Annual Installments as listed on the Assessment Roll have been calculated assuming an interest rate on the Neighborhood Improvement Area #1 Bonds of 7.25% and an interest rate on the Neighborhood Improvement Areas #2-5 Major Improvement Bonds of 8.25%. The Reimbursement Obligation does not accrue any interest. The Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to the SAP.

The Annual Installments shall be reduced to equal the actual costs of repaying the PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. If additional Assessments are levied on the Project by the City, the Annual Installments will be adjusted to reflect the changes.

The City reserves and shall have the right and option to refund the PID Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall

recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding PID Bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding PID Bonds, and such refunding PID Bonds shall constitute "PID Bonds" for purposes of this Service and Assessment Plan.

I. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the City Council for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a prepayment reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies in the same manner and at the same time as ad valorem taxes. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Assessment, shall be assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

Section VIII

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, must send a written notice describing the error to the City no later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. If an owner fails to give such notice, such owner shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City Council for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Installment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each Assessment shall terminate on the date the Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act, unless stated otherwise herein or in the Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan, or the application of same to an Assessed Property or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

Neighborhood Improvement Area #1 Assessment Roll

Neighborhood Improvement Area #1 Assessment Roll	
Parcel	Special Assessment
Neighborhood Improvement Area #1 Initial Parcel	\$11,560,000

Neighborhood Improvement Area #1 Initial Parcel Annual Installments									
Year (a)	Principal	Interest (b)	Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (e)
9/1/2016	\$0	\$609,951	\$609,951	\$30,000	\$23,120	\$34,680	\$0	(\$609,951)	\$87,800
9/1/2017	\$0	\$838,100	\$838,100	\$30,600	\$23,120	\$34,680	\$0	(\$838,100)	\$88,400
9/1/2018	\$140,000	\$838,100	\$978,100	\$61,212	\$23,120	\$34,680	\$0	\$0	\$1,097,112
9/1/2019	\$150,000	\$827,950	\$977,950	\$62,436	\$22,840	\$34,260	\$0	\$0	\$1,097,486
9/1/2020	\$160,000	\$817,075	\$977,075	\$63,685	\$22,540	\$33,810	\$0	\$0	\$1,097,110
9/1/2021	\$170,000	\$805,475	\$975,475	\$64,959	\$22,220	\$33,330	\$0	\$0	\$1,095,984
9/1/2022	\$180,000	\$793,150	\$973,150	\$66,258	\$21,880	\$32,820	\$0	\$0	\$1,094,108
9/1/2023	\$195,000	\$780,100	\$975,100	\$67,583	\$2,560	\$51,240	\$0	\$0	\$1,096,483
9/1/2024	\$210,000	\$765,963	\$975,963	\$68,935	\$0	\$52,825	\$0	\$0	\$1,097,723
9/1/2025	\$225,000	\$750,738	\$975,738	\$70,313	\$0	\$51,775	\$0	\$0	\$1,097,826
9/1/2026	\$240,000	\$734,425	\$974,425	\$71,720	\$0	\$11,100	\$0	\$0	\$1,057,245
9/1/2027	\$260,000	\$717,025	\$977,025	\$73,154	\$0	\$0	\$0	\$0	\$1,050,179
9/1/2028	\$275,000	\$698,175	\$973,175	\$74,617	\$0	\$0	\$0	\$0	\$1,047,792
9/1/2029	\$295,000	\$678,238	\$973,238	\$76,109	\$0	\$0	\$0	\$0	\$1,049,347
9/1/2030	\$320,000	\$656,850	\$976,850	\$77,632	\$0	\$0	\$0	\$0	\$1,054,482
9/1/2031	\$340,000	\$633,650	\$973,650	\$79,184	\$0	\$0	\$0	\$0	\$1,052,834
9/1/2032	\$365,000	\$609,000	\$974,000	\$80,768	\$0	\$0	\$0	\$0	\$1,054,768
9/1/2033	\$395,000	\$582,538	\$977,538	\$82,383	\$0	\$0	\$0	\$0	\$1,059,921
9/1/2034	\$420,000	\$553,900	\$973,900	\$84,031	\$0	\$0	\$0	\$0	\$1,057,931
9/1/2035	\$450,000	\$523,450	\$973,450	\$85,712	\$0	\$0	\$0	\$0	\$1,059,162
9/1/2036	\$485,000	\$490,825	\$975,825	\$87,426	\$0	\$0	\$0	\$0	\$1,063,251
9/1/2037	\$520,000	\$455,663	\$975,663	\$89,174	\$0	\$0	\$0	\$0	\$1,064,837
9/1/2038	\$555,000	\$417,963	\$972,963	\$90,958	\$0	\$0	\$0	\$0	\$1,063,921
9/1/2039	\$600,000	\$377,725	\$977,725	\$92,777	\$0	\$0	\$0	\$0	\$1,070,502
9/1/2040	\$640,000	\$334,225	\$974,225	\$94,633	\$0	\$0	\$0	\$0	\$1,068,858
9/1/2041	\$685,000	\$287,825	\$972,825	\$96,525	\$0	\$0	\$0	\$0	\$1,069,350
9/1/2042	\$735,000	\$238,163	\$973,163	\$98,456	\$0	\$0	\$0	\$0	\$1,071,619
9/1/2043	\$790,000	\$184,875	\$974,875	\$100,425	\$0	\$0	\$0	\$0	\$1,075,300
9/1/2044	\$850,000	\$127,600	\$977,600	\$102,433	\$0	\$0	\$0	\$0	\$1,080,033
9/1/2045	\$910,000	\$65,975	\$975,975	\$104,482	\$0	\$0	(\$978,100)		\$102,357
Totals	\$11,560,000	\$17,194,688	\$28,754,688	\$2,328,580	\$161,400	\$405,200	(\$978,100)	(\$1,448,051)	\$29,223,718
(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31 st .									
(b) Interest rate is 7.25%									

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

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Appendix B

Neighborhood Improvement Areas #2-5 Assessment Roll

Neighborhood Improvement Areas #2-5 Assessment Roll	
Parcel	Special Assessment
Neighborhood Improvement Areas #2-5 Initial Parcel	\$16,825,000

Neighborhood Improvement Areas #2-5 Initial Parcel Annual Installments

Year(a)	PID BONDS			Administrative Expenses(c)	Prepayment Reserve	Delinquency Reserve	Transfer to DSRF	Less: DSRF Credit	Less: Capitalized	Annual PID Installments
	Principal Payments	Interest Expense(b)	Net Debt Service							
9/1/16	\$1,010,201	\$1,010,201	\$1,010,201	\$30,000	\$0	\$0	\$84,125	\$0	\$1,010,201	\$114,125
9/1/17	\$1,388,063	\$1,388,063	\$1,388,063	\$30,600	\$0	\$0	\$84,125	\$0	\$1,388,063	\$114,725
9/1/18	\$1,388,063	\$1,388,063	\$1,388,063	\$31,212	\$0	\$0	\$84,125	\$0	\$1,388,063	\$150,340
9/1/19	\$295,000	\$1,388,063	\$1,683,063	\$31,836	\$3,650	\$50,475	\$0	\$0	\$1,683,063	\$179,024
9/1/20	\$320,000	\$1,363,725	\$1,683,725	\$32,473	\$3,060	\$49,590	\$0	\$0	\$1,683,725	\$179,848
9/1/21	\$345,000	\$1,337,325	\$1,682,325	\$33,122	\$2,420	\$48,630	\$0	\$0	\$1,682,325	\$179,647
9/1/22	\$375,000	\$1,308,863	\$1,683,863	\$33,785	\$1,730	\$47,595	\$0	\$0	\$1,683,863	\$179,692
9/1/23	\$405,000	\$1,277,925	\$1,682,925	\$34,461	\$980	\$46,470	\$0	\$0	\$1,682,925	\$179,836
9/1/24	\$435,000	\$1,244,513	\$1,679,513	\$35,150	\$170	\$45,255	\$0	\$0	\$1,679,513	\$179,087
9/1/25	\$475,000	\$1,208,625	\$1,683,625	\$35,853	\$29,300	\$43,950	\$0	\$0	\$1,683,625	\$179,278
9/1/26	\$510,000	\$1,169,438	\$1,679,438	\$36,570	\$28,350	\$42,525	\$0	\$0	\$1,679,438	\$178,882
9/1/27	\$555,000	\$1,127,363	\$1,682,363	\$37,301	\$2,715	\$41,610	\$0	\$0	\$1,682,363	\$178,989
9/1/28	\$600,000	\$1,081,575	\$1,681,575	\$38,047	\$0	\$40,550	\$0	\$0	\$1,681,575	\$178,172
9/1/29	\$650,000	\$1,032,075	\$1,682,075	\$38,808	\$0	\$39,550	\$0	\$0	\$1,682,075	\$178,433
9/1/30	\$705,000	\$978,450	\$1,683,450	\$39,584	\$0	\$38,300	\$0	\$0	\$1,683,450	\$178,334
9/1/31	\$760,000	\$920,288	\$1,680,288	\$40,376	\$0	\$36,500	\$0	\$0	\$1,680,288	\$176,164
9/1/32	\$825,000	\$857,588	\$1,682,588	\$41,184	\$0	\$34,500	\$0	\$0	\$1,682,588	\$173,771
9/1/33	\$890,000	\$789,525	\$1,679,525	\$42,007	\$0	\$32,500	\$0	\$0	\$1,679,525	\$171,532
9/1/34	\$965,000	\$716,100	\$1,681,100	\$42,847	\$0	\$30,500	\$0	\$0	\$1,681,100	\$172,947
9/1/35	\$1,045,000	\$636,488	\$1,681,488	\$43,704	\$0	\$28,500	\$0	\$0	\$1,681,488	\$172,192
9/1/36	\$1,130,000	\$550,275	\$1,680,275	\$44,578	\$0	\$26,500	\$0	\$0	\$1,680,275	\$172,853
9/1/37	\$1,225,000	\$457,050	\$1,682,050	\$45,470	\$0	\$24,500	\$0	\$0	\$1,682,050	\$172,520
9/1/38	\$1,325,000	\$355,988	\$1,680,988	\$46,379	\$0	\$22,500	\$0	\$0	\$1,680,988	\$172,367
9/1/39	\$1,435,000	\$246,675	\$1,681,675	\$47,307	\$0	\$20,500	\$0	\$0	\$1,681,675	\$172,982
9/1/40	\$1,555,000	\$128,288	\$1,683,288	\$48,253	\$0	\$18,500	\$0	\$1,683,863	\$1,683,863	\$174,678
Total	\$16,825,000	\$23,962,526	\$40,787,526	\$960,909	\$252,375	\$673,000	\$252,375	\$1,683,863	\$2,398,264	\$38,844,058

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st.

(b) Interest rate is 8.25%

(c) Preliminary estimate, will be updated in Annual Service Plan Updates.

Appendix C:

Legal Descriptions of Parcels

622.779 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas H. McIntyre Survey, Abstract No. 903, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being all of that certain tract of land described in deed to Denton County 128 Development LLC recorded in Document No. 2013-135475, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT, all of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, all of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, all of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.72 feet to a ½ inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), the northwest corner of said Tarsan Corporation tract, and the southwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, continuing with the east right-of-way line of FM No. 1385, a distance of 2.88 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°41'28" East, continuing with the east right-of-way line of FM No. 1385, a distance of 606.35 feet to a point for corner;

THENCE North 00°48'41" East, continuing with the east right-of-way line of FM No. 1385, a distance of 797.78 feet to a 1/2 inch iron rod found for corner at the most westerly northwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°34'28" East, leaving the east right-of-way line of FM No. 1385, and with the north line of said Denton County 128 Development LLC tract, a distance of 1280.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°20'50" West, with a west line of said Denton County 128 Development LLC tract, a distance of 546.92 feet to a 5/8 inch iron rod found for corner;

THENCE North 00°25'58" West, with a west line of said Denton County 128 Development LLC tract, a distance of 553.08 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°04'10" East, with a west line of said Denton County 128 Development LLC tract, a distance of 73.78 feet to a 1/2 inch iron rod found for corner at the most northerly northwest corner of said Denton County 128 Development LLC tract, and the most southerly southwest corner of that certain tract of land described in deed to Blue Angus Ranch, LP, recorded in Instrument No. 2007-107216, RPRDCT;

THENCE South 89°46'34" East, with the most northerly north line of said Denton County 128 Development LLC tract, and the most southerly south line of said Blue Angus Ranch, LP tract, a distance of 959.68 feet to a 3/8 inch iron rod found for corner at the most southerly southeasterly corner of said Blue Angus Ranch, LP tract, and a southwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

THENCE South 89°47'07" East, continuing with the most northerly north line of said Denton County 128 Development LLC tract, and with a south line of said Fashand Farm, Ltd. tract, a distance of 395.15 feet to a 1/2 inch iron rod found for corner;

THENCE South 02°54'24" West, with an east line of said Denton County 128 Development LLC tract, and a west line of said Fashand Farm, Ltd. tract, a distance of 454.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°30'36" East, with a north line of said Denton County 128 Development LLC tract, and a south line of said Fashand Farm, Ltd. tract, a distance of 156.62 feet to 1/2 inch iron rod found for corner located at a northeast corner of said Denton County 128 Development LLC tract, a southwest corner of said Fashand Farm, Ltd. tract, and also being the northwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2005-21653, RPRDCT;

THENCE South 00°08'58" East, with the most easterly east line of said Denton County 128 Development LLC tract, the west line of said Fashand Farm, Ltd. tract recorded in Document No. 2005-21653, RPRDCT, and the west line of that certain tract of land described in deed to Jan M. Paliwoda and Margaret Paliwoda recorded in Volume 4364, Page 1631, RPRDCT, a distance of 2034.69 feet to a 1/2 inch iron rod found for corner located at the northeast corner of that certain tract of land described in deed to SBA Towers IV, LLC recorded in Document No. 2013-94302, RPRDCT;

THENCE South 89°15'21" West, with the north line of said SBA Towers IV, LLC tract, a distance of 50.31 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°56'04" East, with the west line of said SBA Towers IV, LLC tract, a distance of 50.03 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°12'39" East, with the south line of said SBA Towers IV, LLC tract, a distance of 49.92 feet to a 1/2 inch iron rod found for corner located on said most easterly east line of said Denton County 128 Development LLC tract, and the west line of said Jan M. Paliwoda and Margaret Paliwoda tract;

THENCE South 01°18'28" East, with said most easterly east line of said Denton County 128 Development LLC tract, and the west line of the Jan M. Paliwoda and Margaret Paliwoda tract, a distance of 31.08 feet to a 1/2 inch iron rod found for corner located on said approximate center of Crutchfield Road, and being the southeast corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, the north line of said Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005- 33384, RPRDCT, a distance of 627.96 feet to a railroad spike found for corner at the northeast corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southwest corner of said Fashand Farm, Ltd. tract recorded in Document No. 2004-135532, RPRDCT;

THENCE North 89°30'51" East, continuing with the approximate center of Crutchfield Road, and with the north line of the Amanda S. Myers Irrevocable Asset Trust tract, a distance of 1759.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°23'19" East, with the east line of the Amanda S. Myers Irrevocable Asset Trust tract, and the west line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 2685.16 feet to a 5/8 inch iron rod found for corner;

THENCE South 89°13'31" West, with a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 527.69 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°41'45" West, with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 2985.21 feet to a 60d nail found in asphalt for corner, said nail being located in the approximate center of Parvin Road (undedicated public road);

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

THENCE North 00°42'55" West, leaving the approximate center of Parvin Road and with the west line of the Amanda S. Myers Irrevocable Asset Trust tract, the east line of that certain tract of land described in deed to Donald K. Estep and Sonja K. Estep recorded in Document No. 2011-67774, RPRDCT, and that certain tract of land described in deed to Donald Kenny Estep

and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;
 THENCE South 89°32'42" West, with a south line of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, a distance of 239.66 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;
 THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;
 THENCE North 89°20'27" East, a distance of 238.85 feet to a 1/2 inch iron rod found for corner, said iron rod being located at the southeast corner of the Brewer tract, a northeast corner of the Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;
 THENCE South 00°32'10" East, with an easterly line of the Kim Family Living Trust tract, and said approximate center of Parvin Road, a distance of 490.79 feet to a 1/2 inch iron rod found for corner at the most southerly southeast corner of the Kim Family Living Trust tract;
 THENCE South 89°26'22" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, a distance of 378.96 feet to a nail in asphalt found for corner;
 THENCE North 00°17'53" East, leaving the approximate center of Parvin Road, and with a west line of the Kim Family Living Trust tract, and the east line of that certain tract of land described in deed to John M. Cospers and Jackie Cospers recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;
 THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cospers tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;
 THENCE South 00°39'57" East, with the west line of the Cospers tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;
 THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner; THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITTRPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITTRPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a ½ inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the

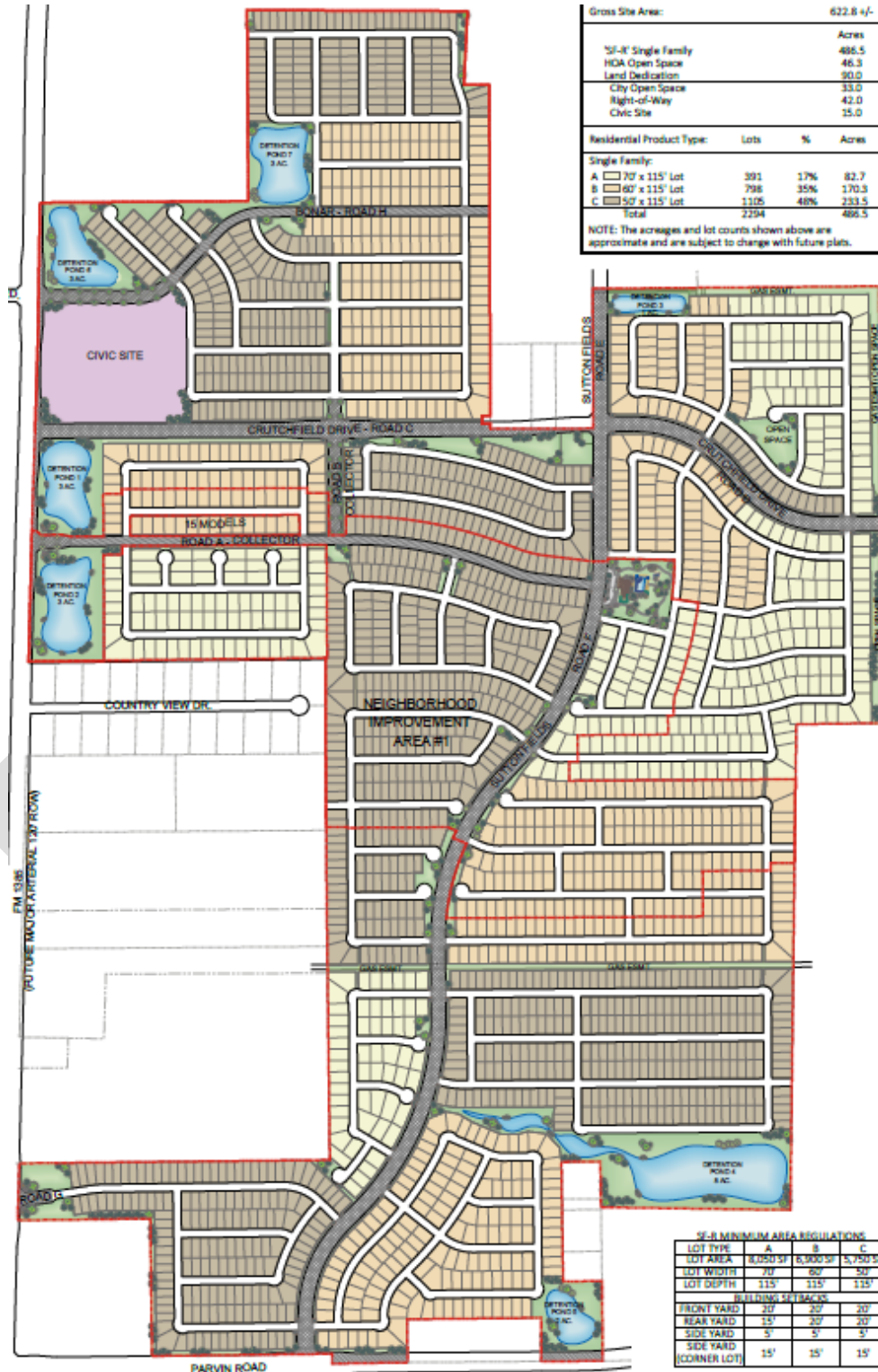
POINT OF BEGINNING of herein described tract of land containing an area of 622.779 acres of land.

Note: This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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Appendix D:

Concept Plan





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re:

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving and authorizing the Mayor Pro-Tem to execute an Amended and Restated Development Agreement between the City of Celina, Texas and CADG Sutton Fields, LLC. (Sutton Fields II) (Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR PRO-TEM TO EXECUTE AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CELINA, TEXAS AND CADG SUTTON FIELDS, LLC.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that the Amended and Restated Development Agreement between the City of Celina, Texas and CADG Sutton Fields, LLC (the "Agreement") attached hereto as Exhibit "A" is appropriate and in the best interest of the citizens of the City to approve and execute the Agreement.

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

SECTION 1: The recitals and findings set forth above and within the Agreement are true and correct and are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: The City Council hereby authorizes the Mayor Pro-Tem to execute the Agreement attached hereto as Exhibit "A" on behalf of the City Council of Celina, Texas. Language changes may be made prior to execution if approved by legal counsel for the City.

SECTION 3: This Resolution shall be effective from and after the date of passage as provided by law.

PASSED AND APPROVED this the 13th day of June, 2017.

Chad Anderson, Mayor Pro-Tem

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Sutton Fields II Resolution Executing Amended DA 6.13.17 (2075 : Sutton Fields II Res Approving Amended DA)

EXHIBIT A
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

Attachment: Sutton Fields II Resolution Executing Amended DA 6.13.17 (2075 : Sutton Fields II Res Approving Amended DA)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re: Sutton Fields II, Resolution Setting a Public Hearing to Amend the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Four.

Action Requested:

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

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTIONS 311.003 AND 311.011 OF THE TEXAS TAX CODE TO AMEND THE FINAL PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING; PROVIDING FOR AN EFFECTIVE DATE; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the City of Celina, Texas (the “City”), is authorized under Chapter 311 of the Texas Tax Code, as amended (the “Act”), to create a tax increment reinvestment zone within its city limits;

WHEREAS, the City Council of the City (the “City Council”) approved the creation of *Reinvestment Zone Number Four, City of Celina* (the “Zone”), on November 5, 2015, with the boundaries being described in the metes and bounds attached as **Exhibit A**; and

WHEREAS, the City Council wishes to hold a public hearing in accordance with Section 311.003, as authorized by Section 311.011(e), of the Act to amend the Final Project and Financing Plan for the Zone, dated November 10, 2015, and adopted by the City Council; and

WHEREAS, the City Council has determined to hold a public hearing on July 11, 2017 to amend the Final Project and Financing Plan for the Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. That a public hearing is hereby called for July 11, 2017, at 5:00 p.m. at City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, for the purpose of hearing any interested person speak for or against amending the Final Project and Financing Plan for the Zone.

Section 2. At such time and place, the City Council will hear testimony regarding the amendment to the Final Project and Financing Plan for the Zone, and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest amending the Final Project and Financing Plan for the Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance amending the Final Project and Financing Plan for the Zone.

Section 3. 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.

Section 4. The City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City on or before June 30, 2017, which is no later than the 7th day before the date of the hearing.

Section 5. Before the July 11, 2017 hearing concerning the amendment to the Final Project and Financing Plan for the Zone, the City shall prepare an amended preliminary project plan and financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 13th DAY OF JUNE, 2017.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

EXHIBIT A**Metes and Bounds for the Zone**

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, and the Jacob Rue Survey, Abstract No. 1109, in Denton County, Texas, and being part of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002- 108524, of the Real Property Records of Denton County, Texas (RPRDCT), being part of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, part of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, and part of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.73 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract, recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 288.55 feet to a point for corner;

THENCE leaving the east right-of-way line of FM No. 1385, the following bearings and distances to points for corner:

South 88°27'40" East, a distance of 30.00 feet; South 44°23'08" East, a distance of 34.78 feet; North 89°41'24" East, a distance of 133.33 feet; South 79°00'00" East, a distance of 50.99 feet; North 89°41'24" East, a distance of 201.87 feet; North 00°18'36" West, a distance of 260.00 feet; North 89°41'24" East, a distance of 115.01 feet; North 00°18'36" West, a distance of 30.03 feet; North 89°43'38" East, a distance of 1139.90 feet;

South 00°18'36" East, a distance of 289.29 feet;
 North 89°41'24" East, a distance of 209.80 feet;
 North 00°18'36" West, a distance of 117.53 feet;
 North 89°41'24" East, a distance of 75.00 feet;
 South 88°19'36" East, a distance of 53.07 feet;
 South 88°47'56" East, a distance of 52.10 feet;
 South 86°46'41" East, a distance of 53.14 feet;
 South 85°37'03" East, a distance of 52.58 feet;
 South 84°41'22" East, a distance of 52.33 feet;
 South 83°46'24" East, a distance of 51.94 feet;
 South 82°36'46" East, a distance of 53.09 feet;
 South 81°16'00" East, a distance of 51.64 feet;
 South 80°09'14" East, a distance of 52.01 feet;
 South 79°30'19" East, a distance of 52.38 feet;
 South 77°54'04" East, a distance of 54.04 feet;
 South 76°36'04" East, a distance of 50.78 feet;
 South 76°01'58" East, a distance of 51.81 feet;
 South 74°30'07" East, a distance of 52.51 feet;
 South 73°33'41" East, a distance of 52.39 feet;
 South 72°13'09" East, a distance of 52.58 feet;
 South 71°19'16" East, a distance of 52.45 feet;
 South 70°13'27" East, a distance of 51.48 feet;
 South 69°30'53" East, a distance of 50.91 feet;
 South 69°02'36" East, a distance of 50.00 feet;
 South 71°09'40" East, a distance of 50.07 feet;
 South 75°38'05" East, a distance of 50.17 feet;
 South 81°08'40" East, a distance of 50.08 feet;
 South 82°56'19" East, a distance of 55.00 feet;
 South 83°00'05" East, a distance of 253.99 feet;

And South 87°23'54" East, a distance of 90.00 feet, said point being the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a central angle of 00°25'00", a radius of 1985.00 feet, a chord which bears North 02°23'36" East, a chord distance of 14.43 feet, for an arc distance of 14.44 feet to the end of said curve, a point for corner;

THENCE South 88°40'51" East, a distance of 410.04 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 05°33'46", a radius of 2395.00 feet, a chord which bears South 04°49'06" West, a chord distance of 232.44 feet, for an arc distance of 232.53 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

South 82°24'01" East, a distance of 50.00 feet; South
82°59'10" East, a distance of 115.06 feet; South
08°38'01" West, a distance of 91.90 feet; South
10°31'15" West, a distance of 79.58 feet; South
12°18'08" West, a distance of 79.58 feet; South
14°05'00" West, a distance of 79.58 feet; South
15°53'29" West, a distance of 81.97 feet; South
17°38'39" West, a distance of 76.00 feet; South
13°54'11" West, a distance of 61.67 feet; South
06°55'46" West, a distance of 45.36 feet; South
00°55'40" West, a distance of 55.53 feet; South
00°23'16" East, a distance of 50.00 feet; South
89°36'44" West, a distance of 45.87 feet; South
00°23'16" East, a distance of 115.00 feet; South
89°36'44" West, a distance of 552.07 feet; South
00°23'16" East, a distance of 165.00 feet; South
89°36'44" West, a distance of 41.70 feet; South
00°23'16" East, a distance of 121.55 feet;

And North 89°18'13" East, a distance of 1367.16 feet, said point being located on
a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140,
RPRDT;

THENCE South 00°41'45" West, with said line described in Boundary Line Agreement, a
distance of 445.13 feet to a point for corner;

THENCE leaving said line described in Boundary Line Agreement, the following bearings and
distances to points for corner:

South 89°18'13" West, a distance of 130.62 feet;
South 00°41'47" East, a distance of 115.00 feet;
South 89°18'13" West, a distance of 420.00 feet;
South 00°41'47" East, a distance of 280.00 feet;
And South 89°18'13" West, a distance of 1596.20 feet, said point being the beginning of
a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 20°05'53", a radius of 1355.00 feet,
a chord which bears North 14°43'52" East, a chord distance of 472.87 feet, for an arc distance of
475.30 feet to the end of said curve, a point for corner;

THENCE North 65°13'12" West, a distance of 90.00 feet to a point for corner, said point being
the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of 01°50'33", a radius of 1445.00 feet, a chord which bears North 25°42'04" East, a chord distance of 46.46 feet, for an arc distance of 46.47 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

North 63°22'39" West, a distance of 51.93 feet;
 South 89°18'13" West, a distance of 618.59 feet;
 North 00°41'47" West, a distance of 5.00 feet
 And South 89°18'13" West, a distance of 129.75 feet, said point being located on the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°24'23" West, with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, a distance of 452.70 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a point (located in tree) for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE North 89°39'05" East, leaving the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 9.96 feet to a point for corner;

THENCE the following bearings and distances to points for corner:

North 00°18'36" West, a distance of 694.32 feet;
 South 89°41'24" West, a distance of 1254.90 feet;
 South 00°18'36" East, a distance of 54.57 feet;
 South 89°41'24" West, a distance of 115.02 feet;
 And South 00°18'36" East, a distance of 648.96 feet, said point being located on the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 464.36 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 129.34 acres of land.

EXHIBIT BA
City of Celina City Council
Notice of Public Hearing
On Amendment to Reinvestment
Zone Number Four, City of Celina

THE CELINA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON JULY 11, 2017 AT 5:00 P.M. IN THE CELINA COUNCIL CHAMBERS LOCATED AT 112 N. COLORADO STREET, CELINA, TEXAS, 75009, ON THE AMENDMENT TO THE REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS, FINAL PROJECT AND FINANCING PLAN AND ITS BENEFITS TO THE CITY OF CELINA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE REINVESTMENT ZONE TO PROTEST THE AMENDMENT TO THE REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS, FINAL PROJECT AND FINANCING PLAN GENERALLY LOCATED AT THE NORTHEAST CORNER OF FM 1385 AND PARVIN ROAD INTERSECTION, NORTH OF US 380 AND WITHIN THE CITY OF CELINA, TEXAS AND AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT CELINA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE AMENDMENT TO THE REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS, FINAL PROJECT AND FINANCING PLAN. FOLLOWING THE PUBLIC HEARING, CELINA CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS, FINAL PROJECT AND FINANCING PLAN.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re: Sutton Fields II, Resolution Setting a Public Hearing for the Creation of a Tax Increment Reinvestment Zone Number Eight.

Action Requested:

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

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT, CITY OF CELINA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Celina, Texas (the “City”), is authorized under Chapter 311 of the Texas Tax Code, as amended (the “Act”), to create a tax increment reinvestment zone within its city limits;

WHEREAS, the City Council of the City (the “City Council”) wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the City (the “Zone”) with the boundaries being described in the metes and bounds attached as **Exhibit A**; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on July 11, 2017 on the creation of the Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. That a public hearing is hereby called for July 11, 2017, at 5:00 p.m. at City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

Section 2. At such time and place the City Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance authorizing the creation of the Zone.

Section 3. 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.

Section 4. The City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City on or before June 30, 2017.

Section 5. Before the July 11, 2017 hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 13TH DAY OF JUNE, 2017.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

EXHIBIT A**Metes and Bounds for the Zone****493.439 ACRE TRACT****BEING THAT CERTAIN 493.439 ACRE TRACT OF LAND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:****LEGAL DESCRIPTION - 622.779 ACRE TRACT**

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas H. McIntyre Survey, Abstract No. 903, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being all of that certain tract of land described in deed to Denton County 128 Development LLC recorded in Document No. 2013-135475, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT, all of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, all of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, all of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008-66233, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.72 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), the northwest corner of said Tarsan Corporation tract, and the southwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, continuing with the east right-of-way line of FM No. 1385, a distance of 2.88 feet

to a 1/2 inch iron rod found for corner;

THENCE North 01°41'28" East, continuing with the east right-of-way line of FM No. 1385, a distance of 606.35 feet to a point for corner;

THENCE North 00°48'41" East, continuing with the east right-of-way line of FM No. 1385, a distance of 797.78 feet to a 1/2 inch iron rod found for corner at the most westerly northwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°34'28" East, leaving the east right-of-way line of FM No. 1385, and with the north line of said Denton County 128 Development LLC tract, a distance of 1280.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°20'50" West, with a west line of said Denton County 128 Development LLC tract, a distance of 546.92 feet to a 5/8 inch iron rod found for corner;

THENCE North 00°25'58" West, with a west line of said Denton County 128 Development LLC tract, a distance of 553.08 feet to a 1/2 inch iron rod found for corner;

THENCE North 00°04'10" East, with a west line of said Denton County 128 Development LLC tract, a distance of 73.78 feet to a 1/2 inch iron rod found for corner at the most northerly northwest corner of said Denton County 128 Development LLC tract, and the most southerly southwest corner of that certain tract of land described in deed to Blue Angus Ranch, LP, recorded in Instrument No. 2007-107216, RPRDCT;

THENCE South 89°46'34" East, with the most northerly north line of said Denton County 128 Development LLC tract, and the most southerly south line of said Blue Angus Ranch, LP tract, a distance of 959.68 feet to a 3/8 inch iron rod found for corner at the most southerly southeasterly corner of said Blue Angus Ranch, LP tract, and a southwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

THENCE South 89°47'07" East, continuing with the most northerly north line of said Denton County 128 Development LLC tract, and with a south line of said Fashand Farm, Ltd. tract, a distance of 395.15 feet to a 1/2 inch iron rod found for corner;

THENCE South 02°54'24" West, with an east line of said Denton County 128 Development LLC tract, and a west line of said Fashand Farm, Ltd. tract, a distance of 454.69 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°30'36" East, with a north line of said Denton County 128 Development LLC tract, and a south line of said Fashand Farm, Ltd. tract, a distance of 156.62 feet to 1/2 inch iron rod found for corner located at a northeast corner of said Denton County 128 Development LLC tract, a southwest corner of said Fashand Farm, Ltd. tract, and also being the northwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2005-21653, RPRDCT;

THENCE South 00°08'58" East, with the most easterly east line of said Denton County 128 Development LLC tract, the west line of said Fashand Farm, Ltd. tract recorded in Document No. 2005-21653, RPRDCT, and the west line of that certain tract of land described in deed to Jan M. Paliwoda and Margaret Paliwoda recorded in Volume 4364, Page 1631, RPRDCT, a distance of 2034.69 feet to a 1/2 inch iron rod found for corner located at the northeast corner of that certain tract of land described in deed to SBA Towers IV, LLC recorded in Document No. 2013-94302, RPRDCT;

THENCE South 89°15'21" West, with the north line of said SBA Towers IV, LLC tract, a distance of 50.31 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°56'04" East, with the west line of said SBA Towers IV, LLC tract, a distance of 50.03 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°12'39" East, with the south line of said SBA Towers IV, LLC tract, a distance of 49.92 feet to a 1/2 inch iron rod found for corner located on said most easterly east line of said Denton County 128 Development LLC tract, and the west line of said Jan M. Paliwoda and Margaret Paliwoda tract;

THENCE South 01°18'28" East, with said most easterly east line of said Denton County 128 Development LLC tract, and the west line of the Jan M. Paliwoda and Margaret Paliwoda tract, a distance of 31.08 feet to a 1/2 inch iron rod found for corner located on said approximate center of Crutchfield Road, and being the southeast corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, the north line of said Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, a distance of 627.96 feet to a railroad spike found for corner at the northeast corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southwest corner of said Fashand Farm, Ltd. tract recorded in Document No. 2004-135532, RPRDCT;

THENCE North 89°30'51" East, continuing with the approximate center of Crutchfield Road, and with the north line of the Amanda S. Myers Irrevocable Asset Trust tract, a distance of 1759.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°23'19" East, with the east line of the Amanda S. Myers Irrevocable Asset Trust tract, and the west line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 2685.16 feet to a 5/8 inch iron rod found for corner;

THENCE South 89°13'31" West, with a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 527.69 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°41'45" West, with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 2985.21 feet to a 60d nail found in asphalt for corner, said nail being located in the approximate center of Parvin Road (undedicated public road);

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

THENCE North 00°42'55" West, leaving the approximate center of Parvin Road, and with the west line of the Amanda

S. Myers Irrevocable Asset Trust tract, the east line of that certain tract of land described in deed to Donald K. Estep and Sonja K. Estep recorded in Document No. 2011-67774, RPRDCT, and that certain tract of land described in deed to Donald Kenny Estep and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°32'42" West, with a south line of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, a distance of 239.66 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;

THENCE North 89°20'27" East, a distance of 238.85 feet to a 1/2 inch iron rod found for corner, said iron rod being located at the southeast corner of the Brewer tract, a northeast corner of the Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 00°32'10" East, with an easterly line of the Kim Family Living Trust tract, and said approximate center of Parvin Road, a distance of 490.79 feet to a 1/2 inch iron rod found for corner at the most southerly southeast corner of the Kim Family Living Trust tract;

THENCE South 89°26'22" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, a distance of 378.96 feet to a nail in asphalt found for corner;

THENCE North 00°17'53" East, leaving the approximate center of Parvin Road, and with a west line of the Kim Family Living Trust tract, and the east line of that certain tract of land described in deed to John M. Cosper and Jackie Cosper recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cosper tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cosper tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the

aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003- 122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 622.779 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

LEGAL DESCRIPTION – 129.34 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, and the Jacob Rue Survey, Abstract No. 1109, in Denton County, Texas, and being part of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being

part of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005- 33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005-93340, RPRDCT, part of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011- 125051, RPRDCT, and part of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.73 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract, recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 288.55 feet to a point for corner;

THENCE leaving the east right-of-way line of FM No. 1385, the following bearings and distances to points for

corner: South 88°27'40" East, a distance of 30.00 feet;

South 44°23'08" East, a distance of 34.78 feet;

North 89°41'24" East, a distance of 133.33 feet; South 79°00'00" East, a distance of 50.99 feet; North 89°41'24" East, a distance of 201.87 feet; North 00°18'36" West, a distance of 260.00 feet; North 89°41'24" East, a distance of 115.01 feet; North 00°18'36" West, a distance of 30.03 feet; North 89°43'38" East, a distance of 1139.90 feet; South 00°18'36" East, a distance of 289.29 feet; North 89°41'24" East, a distance of 209.80 feet; North 00°18'36" West, a distance of 117.53 feet; North 89°41'24" East, a distance of 75.00 feet; South 88°19'36" East, a distance of 53.07 feet; South 88°47'56" East, a distance of 52.10 feet; South 86°46'41" East, a distance of 53.14 feet; South 85°37'03" East, a distance of 52.58 feet; South 84°41'22" East, a distance of 52.33 feet; South 83°46'24" East, a distance of 51.94 feet; South 82°36'46" East, a distance of 53.09 feet; South 81°16'00" East, a distance of 51.64 feet; South 80°09'14" East, a distance of 52.01 feet; South 79°30'19" East, a distance of 52.38 feet; South 77°54'04" East, a distance of 54.04 feet; South 76°36'04" East, a distance of 50.78 feet; South 76°01'58" East, a distance of 51.81 feet; South 74°30'07" East, a distance of 52.51 feet; South 73°33'41" East, a distance of 52.39 feet; South 72°13'09" East, a distance of 52.58 feet; South 71°19'16" East, a distance of 52.45 feet; South 70°13'27" East, a distance of 51.48 feet; South 69°30'53" East, a distance of 50.91 feet; South 69°02'36" East, a distance of 50.00 feet; South 71°09'40" East, a distance of 50.07 feet; South 75°38'05" East, a distance of 50.17 feet; South 81°08'40" East, a distance of 50.08 feet; South 82°56'19" East, a distance of 55.00 feet; South 83°00'05" East, a distance of 253.99 feet;

And South 87°23'54" East, a distance of 90.00 feet, said point being the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a central angle of 00°25'00", a radius of 1985.00 feet, a chord which bears North 02°23'36" East, a chord distance of 14.43 feet, for an arc distance of 14.44 feet to the end of said curve, a point for corner;

THENCE South 88°40'51" East, a distance of 410.04 feet to a point for corner, said point being the beginning of a non- tangent curve to the right;

THENCE with said curve to the right having a central angle of $05^{\circ}33'46''$, a radius of 2395.00 feet, a chord which bears South $04^{\circ}49'06''$ West, a chord distance of 232.44 feet, for an arc distance of 232.53 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner: South $82^{\circ}24'01''$ East, a distance of 50.00 feet;
 South $82^{\circ}59'10''$ East, a distance of 115.06 feet;
 South $08^{\circ}38'01''$ West, a distance of 91.90 feet; South $10^{\circ}31'15''$ West, a distance of 79.58 feet; South $12^{\circ}18'08''$ West, a distance of 79.58 feet; South $14^{\circ}05'00''$ West, a distance of 79.58 feet; South $15^{\circ}53'29''$ West, a distance of 81.97 feet; South $17^{\circ}38'39''$ West, a distance of 76.00 feet; South $13^{\circ}54'11''$ West, a distance of 61.67 feet; South $06^{\circ}55'46''$ West, a distance of 45.36 feet; South $00^{\circ}55'40''$ West, a distance of 55.53 feet; South $00^{\circ}23'16''$ East, a distance of 50.00 feet; South $89^{\circ}36'44''$ West, a distance of 45.87 feet; South $00^{\circ}23'16''$ East, a distance of 115.00 feet; South $89^{\circ}36'44''$ West, a distance of 552.07 feet; South $00^{\circ}23'16''$ East, a distance of 165.00 feet; South $89^{\circ}36'44''$ West, a distance of 41.70 feet; South $00^{\circ}23'16''$ East, a distance of 121.55 feet;
 And North $89^{\circ}18'13''$ East, a distance of 1367.16 feet, said point being located on
 a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT;

THENCE South $00^{\circ}41'45''$ West, with said line described in Boundary Line Agreement, a distance of 445.13 feet to a point for corner;

THENCE leaving said line described in Boundary Line Agreement, the following bearings and distances to points for corner:

South $89^{\circ}18'13''$ West, a distance of 130.62 feet; South $00^{\circ}41'47''$ East, a distance of 115.00 feet; South $89^{\circ}18'13''$ West, a distance of 420.00 feet; South $00^{\circ}41'47''$ East, a distance of 280.00 feet;
 And South $89^{\circ}18'13''$ West, a distance of 1596.20 feet, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of $20^{\circ}05'53''$, a radius of 1355.00 feet, a chord which bears North $14^{\circ}43'52''$ East, a chord distance of 472.87 feet, for an arc distance of 475.30 feet to the end of said curve, a point for corner;

THENCE North $65^{\circ}13'12''$ West, a distance of 90.00 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve to the right having a central angle of $01^{\circ}50'33''$, a radius of 1445.00 feet, a chord which bears North $25^{\circ}42'04''$ East, a chord distance of 46.46 feet, for an arc distance of 46.47 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner: North $63^{\circ}22'39''$ West, a distance of 51.93 feet;
 South $89^{\circ}18'13''$ West, a distance of 618.59 feet; North $00^{\circ}41'47''$ West, a distance of 5.00 feet
 And South $89^{\circ}18'13''$ West, a distance of 129.75 feet, said point being located on the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North $00^{\circ}24'23''$ West, with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, a distance of 452.70 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North $00^{\circ}07'02''$ West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a point (located in tree) for corner, from which a 1/2 inch iron rod found bears South $89^{\circ}26'31''$ West, a distance of 1.51 feet;

THENCE North $89^{\circ}39'05''$ East, leaving the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded

in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 9.96 feet to a point for corner;

THENCE the following bearings and distances to points for corner: North 00°18'36" West, a distance of 694.32 feet;
 South 89°41'24" West, a distance of 1254.90 feet;
 South 00°18'36" East, a distance of 54.57 feet; South 89°41'24" West, a distance of 115.02 feet;
 And South 00°18'36" East, a distance of 648.96 feet, said point being located on the south line of the
 aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939
 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 464.36 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 129.34 acres of land, more or less.

LEAVING A NET AREA OF 493.439 ACRES OF LAND, MORE OR LESS.

Note: This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT B
City of Celina City Council
Notice of Public Hearing
On Creation of Reinvestment Zone

THE CELINA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY JULY 11, 2017 AT 5:00 P.M. IN THE CELINA COUNCIL CHAMBERS LOCATED AT 112 N. COLORADO ST, CELINA, TEXAS 75009, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF CELINA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY 493.439 ACRES GENERALLY LOCATED NORTH OF PARVIN ROAD, EAST OF FM 1385, SOUTH AND NORTH OF CRUTCHFIELD ROAD, AND WEST OF CRUTCHFIELD ROAD AS IT TURNS SOUTH AND PARVIN ROAD AS IT TURNS NORTH IN THE CITY OF CELINA, TEXAS AND AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT CELINA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, CELINA CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: June 13, 2017
Re: Resolution to Execute an Interlocal Agreement for Billing Services and Provisions of Retail Water Service between the City of Celina and Mustang Special Utility District.

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem of the City of Celina, Texas to execute an Interlocal Agreement for Billing Services and Provision of Retail Water Service by and between the City of Celina and Mustang Special Utility District ("MSUD"); and providing an effective date. (Sutton Fields II) (Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

CITY OF CELINA

RESOLUTION NO. 2017-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE MAYOR PRO TEM OF THE CITY OF CELINA, TEXAS TO EXECUTE AN INTERLOCAL AGREEMENT FOR BILLING SERVICES AND PROVISION OF RETAIL WATER SERVICE BY AND BETWEEN THE CITY OF CELINA AND MUSTANG SPECIAL UTILITY DISTRICT ("MSUD"); AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has been presented with a proposed Interlocal Agreement For Billing Services and Provision of Retail Water Service (hereinafter "Agreement") by and between the City of Celina, Texas and Mustang Special Utility District ("MSUD"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor Pro Tem shall be authorized to execute it on behalf of the City of Celina, subject to final approval by the City Council of a Service and Assessment Plan for the Sutton Fields II Public Improvement District, an amended Final Project and Financing Plan for Tax Increment Reinvestment Zone #4, and a Final Project and Financing Plan for a TIRZ to be created over NIA #2-5 of Sutton Fields.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

Section 1: That the Mayor Pro Tem of the City of Celina, Texas, is hereby authorized to execute on behalf of the City of Celina, Texas the Agreement attached hereto as Exhibit A.

Section 2: Approval contained herein is subject to final approval by the City Council of a Service and Assessment Plan for the Sutton Fields II Public Improvement District, an amended Final Project and Financing Plan for Tax Increment Reinvestment Zone #4, and a Final Project and Financing Plan for a TIRZ to be created over NIA #2-5 of Sutton Fields. Further, approval is subject to approval of any non-substantive language changes by the City's legal counsel.

Section 3: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of April, 2017.

CHAD ANDERSON, Mayor Pro Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

RESOLUTION _____

STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL AGREEMENT

FOR BILLING SERVICES and PROVISION OF RETAIL WATER SERVICE

This INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2017 BETWEEN MUSTANG SPECIAL UTILITY DISTRICT ("MSUD") and THE CITY OF CELINA, TEXAS (the "City") pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code and Chapters 49 and 65 of The Texas Water Code providing for the cooperation and contracting between local governmental bodies, therefore the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

DEFINITIONS

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

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

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

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

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

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

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

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

"UTRWD" shall refer to and mean the "Upper Trinity Regional Water District" which is located in Denton County, Texas.

"Water Facilities" shall refer collectively and mean both the retail water and retail wastewater facilities and assets, which include but not limited to, all retail water and wastewater CCN's, pipelines,

wells, pump stations, both ground and elevated storage tanks, take-points or other facilities needed to complete or connect the Property to MSUD's system.

RECITALS

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

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

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

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

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

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

WHEREAS, the City now desires that MSUD be the owner of and sole retail provider for both water and wastewater service to the Property;

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

WHEREAS, the City has requested that Mustang conduct certain billing services for the collection of the City's Fees for services provided to the customers located within the Property. The City's Fees may include, but not limited to franchise fees, waste/trash collection and Stormwater Utility fee;

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

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

CONSIDERATIONS

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

1. **No Decertification of the District CCNs and Cooperation.** The City and MSUD intend for MSUD to be the retail water service and retail wastewater service provider for the Property.
2. **Dismissal of CCN Proceedings and Return of MSUD's CCN's.** The Parties agree to jointly seek dismissal of the CCN Proceedings and also agree to take all steps necessary to return and restore the CCN's needed to serve the Property to MSUD;
 - (a) For that portion of the Property encumbered by the Aqua Source CCN, the Parties agree that the acquisition costs shall be borne by MSUD, either through fronting these costs directly or by reimbursing Celina its documented expenses. The Aqua Source CCN acquisition costs shall include the lesser of 1) the fair market value of the CCN as determined by the Public Utility Commission and any professional fees incurred during the acquisition proceeding or 2) the actual costs paid by a third party for the Aqua Source CCN and any professional fees incurred during the acquisition proceeding.
3. **Design, Engineering and Construction of Water Facilities.** The Parties agree that the Water Facilities shall be engineered and designed solely by a Texas Licensed Professional Engineer and MSUD's consulting engineers, who shall design such facilities in accordance with the applicable specifications of MSUD and all governmental agencies having jurisdiction at the time. All plans and specifications for the Water Facilities shall be reviewed and approved exclusively by MSUD's consulting engineer prior to the issuance of any invitation for bids for construction. MSUD or its designees shall be solely responsible for the issuance of bids, selection of contractors, offering and acceptance of bids, and construction of the Water Facilities. Construction of the Water Facilities shall be constructed in accordance with the plans and specifications approved exclusively by Mustang's engineer, Mustang's Rate Order, Mustang's rules and regulations and any other agencies having jurisdiction.
4. **CCN Ownership.** Upon execution of this Agreement, the Parties agree and intend that MSUD shall be the sole owner and holder of the CCN's required to provide retail water and retail wastewater to the Property. The City shall transfer or cause to be transferred any CCN held by the City to MSUD to facilitate

MSUD's provisioning of both water and wastewater service to the Property. The City shall transfer or cause to be transferred any CCN held by the City to MSUD to facilitate MSUD's provisioning of both water and wastewater service to the Property.

5. Ownership and Operation of the Water Facilities and Improvements. Upon execution of this Agreement, the Parties agree and intend that MSUD shall be the sole owner and operator of the Water facilities and any improvements thereto. Other than for emergency repairs, MSUD shall give to the City at least (24) hours notice before conducting maintenance on or expanding the Water Facilities that are located in City right-of-way. The Parties shall cooperate in coordinating road closures and matters necessary to maintain public safety. In the event of emergency repairs, MSUD shall notify the City as soon as reasonably possible. Notwithstanding, all ordinances of City related to use of right-of-way, and management of right-of-way, shall apply to MSUD.

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

7. Billing Services and Reimbursement Fee.

a. Mustang's Services. The Parties agree that Mustang will conduct MSUD's monthly billing for services rendered by MSUD from its Water Facilities to the customers located within the Property and the City's Limits. ("Monthly Charges"). The City agrees that MSUD shall assess and collect all fees, rates, and charges in MSUD's Rate Order, including meter and Connection Fees ("Connection Fees"), and all fees charged by the Upper Trinity Regional Water District ("UTRWD Fees").

b. Payment of Reimbursement Fee from Connection Fees. Mustang agrees to pay City the total sum of \$500.00 per lot upon the receipt of payment of the Connection Fees by the Developer required by Mustang's Rate Order and a Non-Standard Agreement executed by Mustang and the Developer. ("Reimbursement Fee"). Mustang agrees that payment of the Reimbursement Fee shall be made to the City in the month following the receipt of the payment by Mustang.

c. Services and Summary Billing Services. Mustang agrees to provide billing services to the customers located within the Property for the City pursuant to the following terms and conditions.

1. Services. Mustang will provide billing services on behalf of the City to the customers located within the Property for the following services or charges ("City's Fees"):

- a. Franchise Fee
- b. Waste/Trash Collection
- c. Stormwater Utility Fee

2. Customer Information. The City shall timely remit to Mustang all customer ("City Customers") information needed for billing the City's Fees in an electronic form

acceptable to Mustang to facilitate the Billing Services for the City's Fees. The City shall identify any City Customer who has expressed to the City a desire for the individual's information to remain confidential. Mustang agrees to maintain the confidentiality of such information.

3. Change to Information or Rates. The City shall remit to Mustang any change in its Customer Information within ten (10) days of such change. The City shall provide Mustang notice of any change in the City's Fees forty-five (45) days prior to the effective date of any change. Mustang agrees to provide confirmation of the City's changes within ten (10) days after receipt of any notice. Mustang agrees to implement changes to incorporate the changes according to the notice in the billing cycle applicable to the effective date of the change.

4. Billing Statement. Mustang will rendered one statement each month for each City Customer that will summarize the accounts of Mustang and the City's Fees. ("Billing Statement"). Mustang will provide the City a monthly report summarizing the details of the City's Fees. Mustang shall render a statement to the City of all delinquent accounts for City Fees by the tenth (10th) day of each month.

5. Bill Due Date. A Billing Statement for each customer will be prepared and mailed on or about the first (1st) day of each calendar month. The Due Date of a Billing Statement shall be 15 days after the mailing date. All payments must be received by 5:00 pm on the Due Date, otherwise the account shall be delinquent thereafter.

6. Application of Payment. Payments shall be applied upon receipt. If the City establishes a late fee for delinquent accounts and provides notice to Mustang, Mustang agrees to include such late fee in the next Billing Statement. By execution of this Agreement, the City adopts the same procedures and for termination of delinquent accounts as set out in Mustang's Rate Order and applicable tariffs. The City agrees that Mustang shall process any delinquent account for City Fees in the same manner as Mustang processes its own accounts, including but not limited to, the assessment of late fees, disconnections of service, etc.

7. Partial Payment. Mustang may accept partial payment, providing however, any partial payment shall be applied pro-rate to the amount due for both the amount due Mustang and the amount due the City, unless the Customer specifies in the writing to the allocation of partial payment.

8. Application of Payments. Payments will be first applied to arrearage balances, then divided pro rata and applied to all accounts. Overpayments will be credited to a master account and applied to the next billing cycle.

9. Applications. Any Applications required by the City for service shall be filed with the City. Any Deposits required by the City shall be collected by the City. Any Applications required by Mustang for service shall be filed with Mustang. Any Deposits required by Mustang shall be collected by Mustang.

10. Billing Errors. Mustang shall make adjustments as necessary to correct billing errors and will be reflected in the following month's Billing Statement.

11. Additional Fees. The City may request that Mustang provide billing services for other fees not referenced in Paragraph 7.C.1. Should Mustang, in its sole discretion, agree to include the additional fees in the then existing City Fees, the additional fees shall be in all respects subject to the terms and conditions of this Agreement, and no amendment will be necessary to include those additional fees with the scope of this Agreement.

12. Termination of Billing Services. Either Mustang or the City may terminate the Billing Services contained in Paragraph 8 herein upon sixty (60) days written notice to the other. In the event of termination, the information that relates to the City Customers shall provide to the City within ten (10) days and all billing and collection procedures shall become the sole responsibility of either the City or Mustang for the respective services provided by each to the respective customers of each. All monies collected previously on behalf of the City shall be paid to the City according to the terms herein, along with a final accounting. All remaining provisions, requirements and conditions in this Agreement shall be unaffected by such termination and survive any termination of the Billing Services.

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

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

To the City: The City of Celina
Attn: Jay Toutounchian
142 N. Ohio Street
Celina, Texas 75009
Phone: 972-382-2682 x1011

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

9. **Breach of Agreement and Remedies**. If either Party breaches any term or condition of this Agreement, the non-breaching party may, at its sole option, provide the breaching party with notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon its receipt

of a notice of breach, the breaching party shall have sixty (60) days to cure the breach, assuming such breach reasonably may be cured in such time period. If the breaching party does not cure the breach within the sixty (60) days (or a reasonable period of time if 60 days is not sufficient), the non-breaching party shall have all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith. The rights and remedies granted in this Agreement to the Parties in the event of default are cumulative, and the exercise of such rights shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Agreement.

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

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

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

12. Context. Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

13. Litigation Expenses. Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

14. Intent. The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Agreement.

15. Authority. The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto. In performing the duties and obligations herein, each Party represents that it will be carrying out one or more governmental functions or services which it is authorized to perform.

16. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

17. Entire Agreement. This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

18. Amendment. No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the MSUD and the City, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

19. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Denton County, Texas.

20. Venue. Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Denton County, Texas.

21. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the permitted, successors and assigns of the Parties.

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

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

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

/signatures below/

EXECUTED on this the ____ day of _____, 2017.

THE CITY OF CELINA

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DENTON & COLLIN

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

(SEAL)

Notary Public for the State of Texas

Attachment: Sutton Fields II ILA Billing Services (2079 : Sutton Fields II Res Execute ILA Billing & Water Service with MSUD)

EXECUTED on this the _____ day of _____, 2017.

MUSTANG SPECIAL UTILITY DISTRICT

By: _____
Dean Jameson, President

STATE OF TEXAS

COUNTY OF DENTON

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

(SEAL)

Notary Public for the State of Texas

Attachment: Sutton Fields II ILA Billing Services (2079 : Sutton Fields II Res Execute ILA Billing & Water Service with MSUD)

EXHIBIT A

Water and Sewer Decertified Area

Attachment: Sutton Fields II ILA Billing Services (2079 : Sutton Fields II Res Execute ILA Billing & Water Service with MSUD)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: June 13, 2017
 Re: Sutton Fields ROW Final Plat

Action Requested:

Consider and act on a Final Plat for Sutton Fields Right-of-Way, being a ± 18.611 acre tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, and Thomas B. Cox Survey, Abstract No. 309, City of Celina, Denton County, Texas, contained two (2) non-residential lots. The property is generally located south of Crutchfield Road, east of FM 1385, north of Parvin Road, and west of Smiley Road. (Sutton Fields ROW Final Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Sutton Fields ROW Major Improvements and has determined that it meets all requirements.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously recommended approval of the Final Plat at the May 15, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

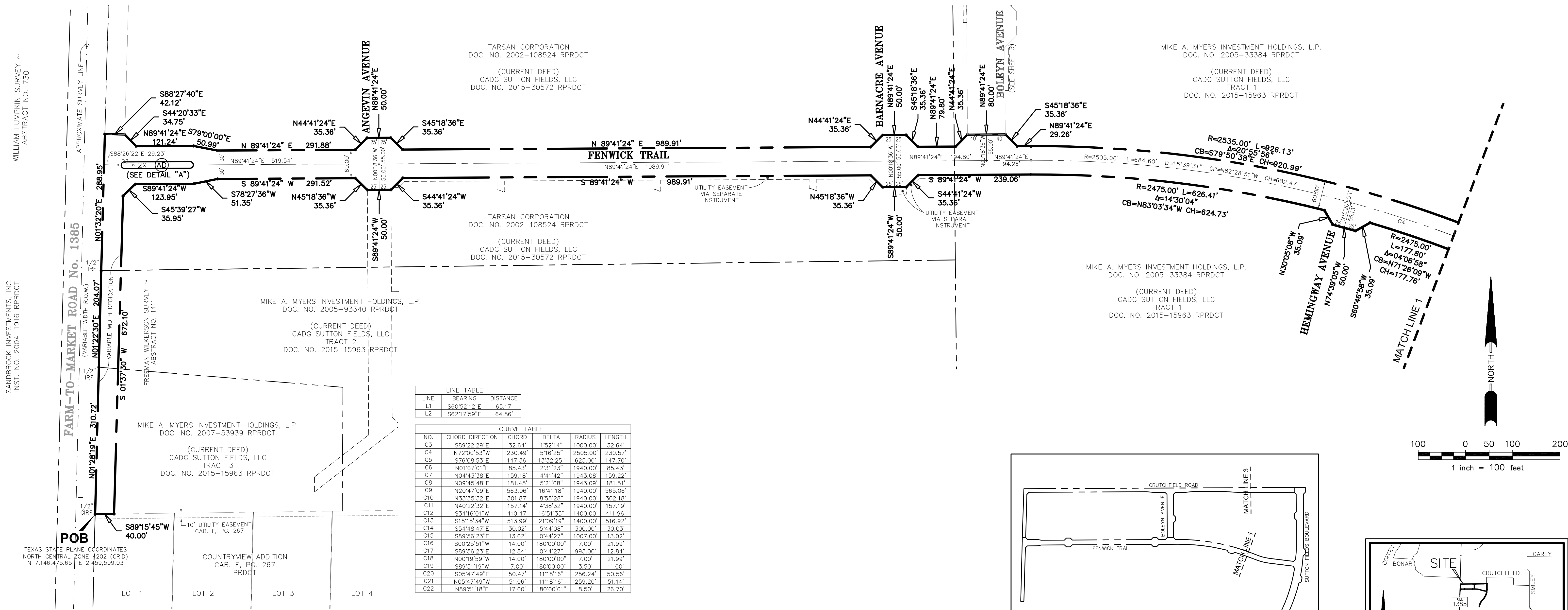
Supporting Documents:

Plat Exhibit

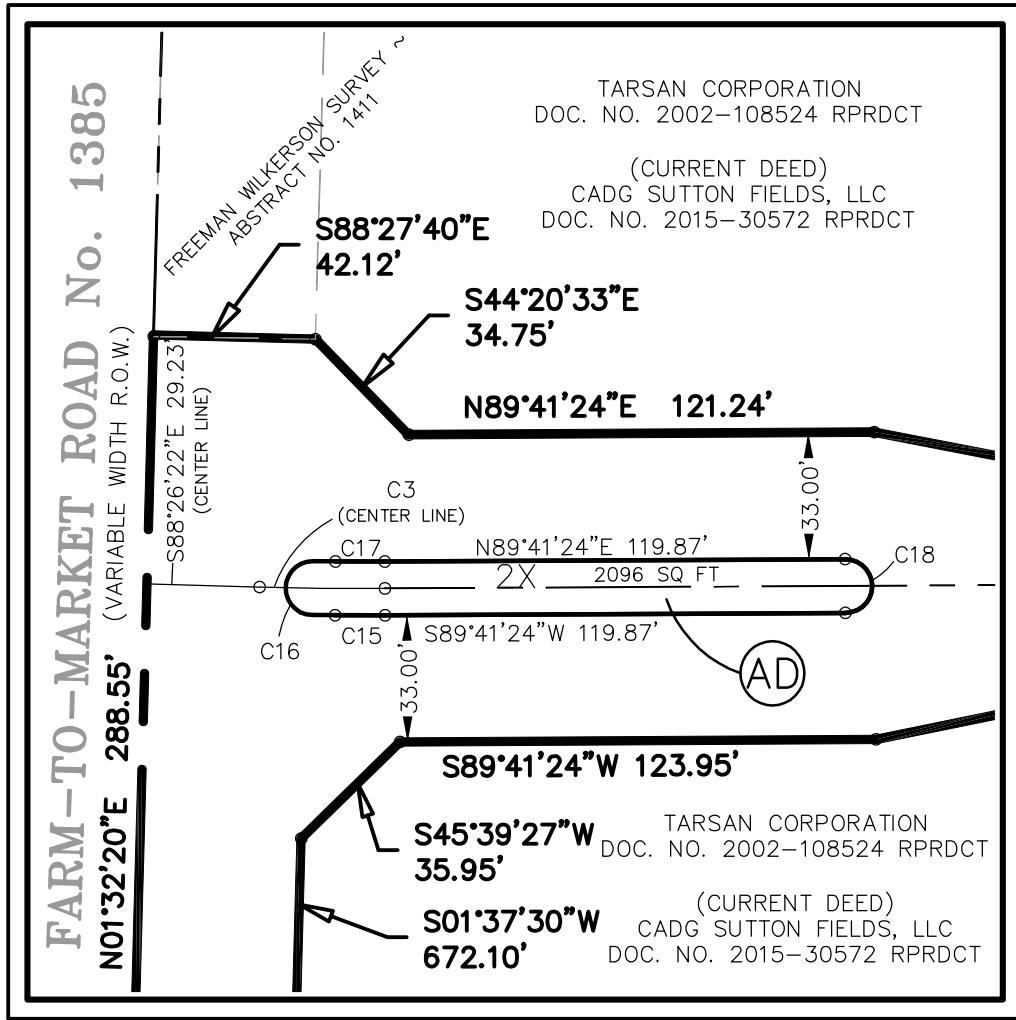
Staff Recommendation:

Staff recommends approval as presented, however, the plat will not be filed until final acceptance from the Engineering Department.

Attachment: SUTTON FIELDS ROW - FINAL PLAT (2055 : Sutton Fields ROW Final Plat)



- NOTES:
- THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" (UNSHADED) ON THE FLOOD INSURANCE RATE MAP, MAP NO. 48121C0270G, REVISION DATE APRIL 18, 2011. ZONE X (UNSHADED) IS DEFINED THEREON AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
 - ALL PERIMETER PROPERTY CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" SET, UNLESS NOTED OTHERWISE.
 - LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS. MAINTENANCE OF "X" LOTS SHALL NOT BE THE RESPONSIBILITY OF DENTON COUNTY OR THE CITY OF CELINA. SAID NON-RESIDENTIAL LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 - THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM - NAD 83 (CORS TEXAS NORTH CENTRAL ZONE NO. 4202). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677.
 - THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF CELINA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES, SUCCESSORS AND ASSIGNS: THE PORTION OF BLOCK VVV, LOT 3X AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION WILL REMAIN ACCESSIBLE AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT, AS HEREIN ABOVE DEFINED SHALL BE PERMITTED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY DRAINAGE IN OR ADJACENT TO THE SUBDIVISION, THEN IN SUCH EVENT, THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE FAILURE OF ANY STRUCTURE OR STRUCTURES, WITHIN THE EASEMENT.
 - 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 WITHOLDING OF UTILITIES AND BUILDING PERMITS.
 - THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANES, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP HE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS, OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.
 - THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON, AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND EGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.
 - 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(S) SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IT SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPE 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 AND/OR 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.



DETAIL "A"

1"=50'

ALL PERIMETER PROPERTY CORNERS ARE 5/8" IRON ROD SET WITH CAP STAMPED "PETITT-4087" UNLESS OTHERWISE STATED.

LEGEND

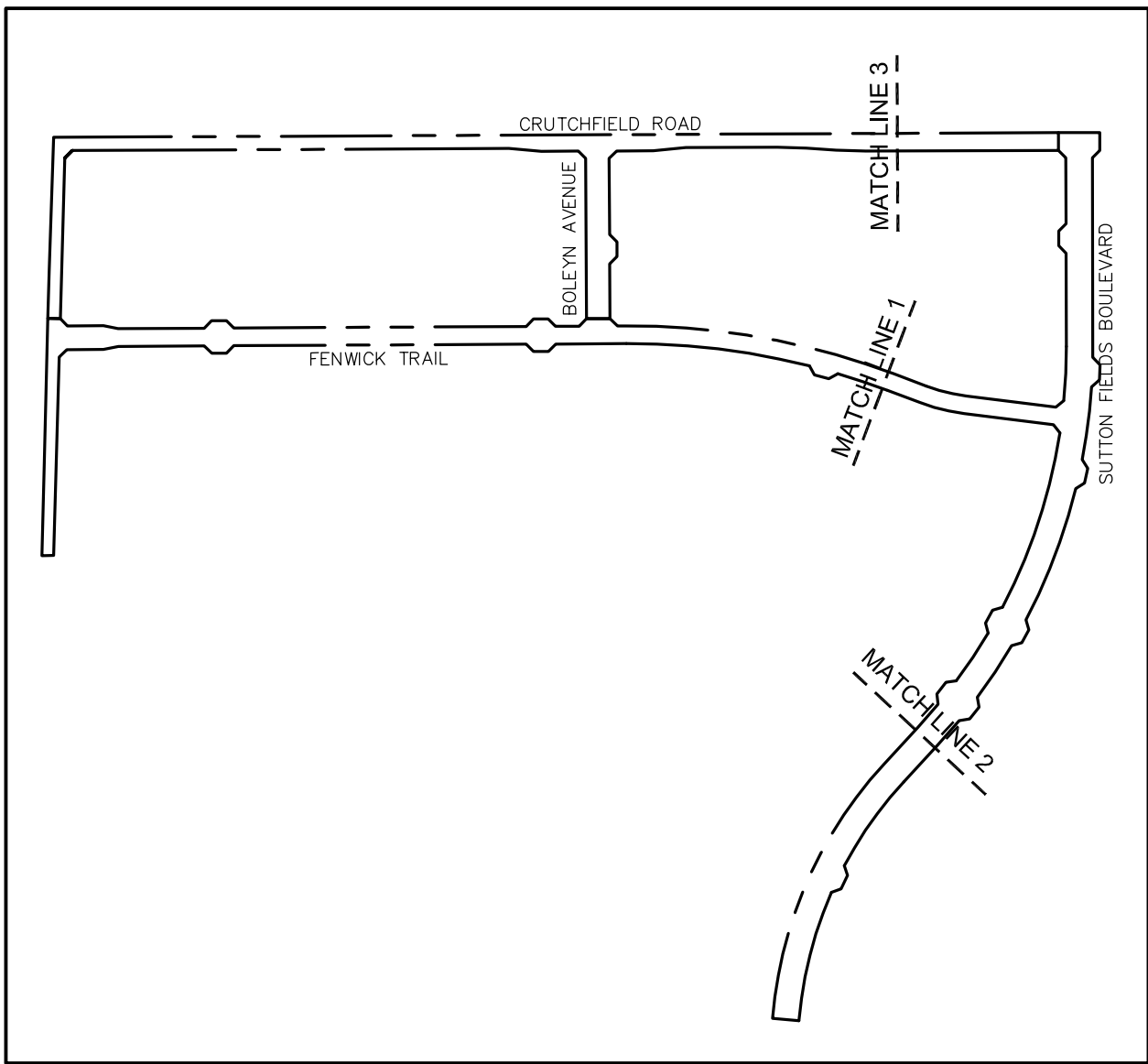
- CIRS 5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
- IRF CAPPED IRON ROD FOUND
- R.O.W. RIGHT-OF-WAY
- POB POINT OF BEGINNING
- RPRDCT REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
- (A) DESIGNATES SUBDIVISION BLOCK

RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

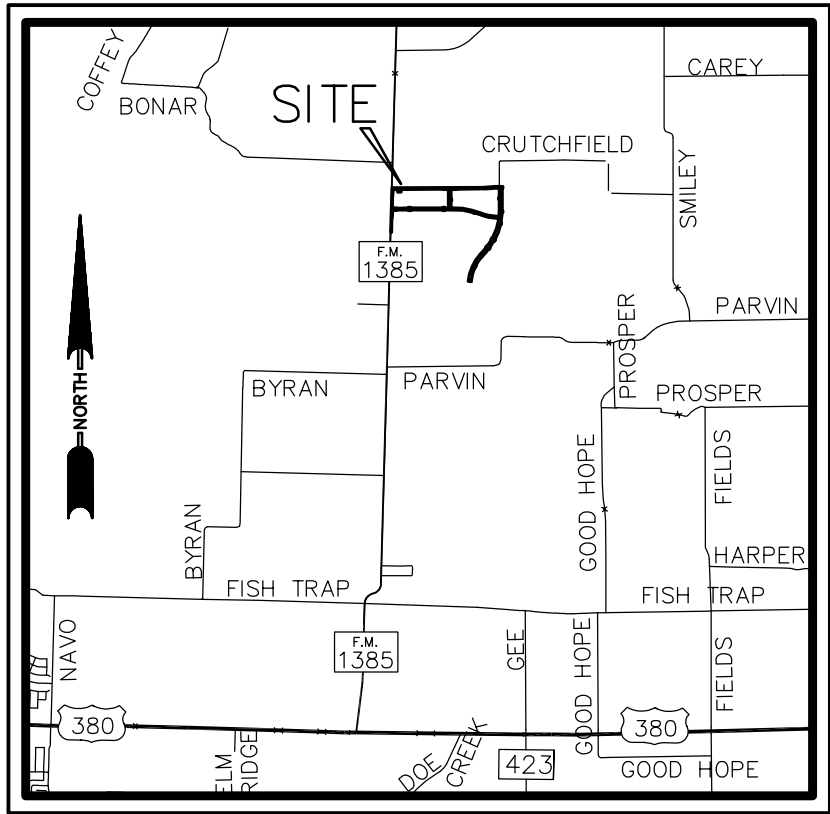
OWNER: CADG SUTTON FIELDS, LLC.
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469) 892-7200

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068
1651 N. Glenville Dr. Ste. 212
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: MAY 2017
JNICHOLS@PETITTBARRAZA.COM
SCALE: 1"=100'
JOB NO. 1401301

"PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELED UPON AS A FINAL SURVEY DOCUMENT."



OVERALL KEY MAP
N.T.S.

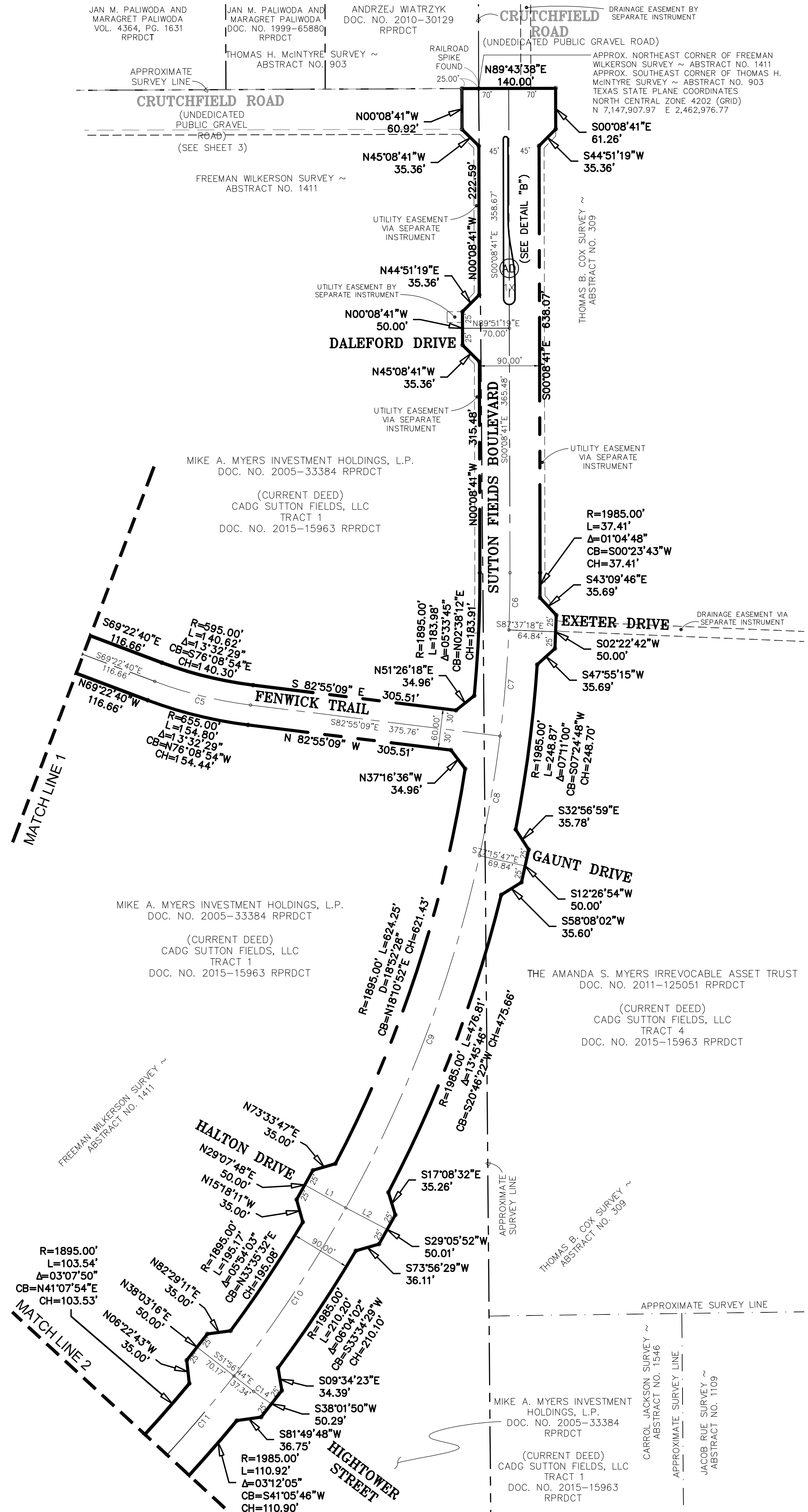


LOCATION MAP
N.T.S.

FINAL PLAT
RIGHTS-OF-WAY FOR
SUTTON FIELDS PHASE 1

& 2 NON-RESIDENTIAL LOTS
18.564 TOTAL ACRES

13.055 ACRES
FENWICK TRAIL RIGHT-OF-WAY
SUTTON FIELDS BOULEVARD RIGHT-OF-WAY
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411 AND
THOMAS B. COX SURVEY ~ ABSTRACT NO. 309
CITY OF CELINA
DENTON COUNTY, TEXAS



MIKE A. MYERS INVESTMENT HOLDINGS, L.P.
DOC. NO. 2005-33384 RPRDCT

(CURRENT DEED)
CADG SUTTON FIELDS, LLC
TRACT 1
DOC. NO. 2015-15963 RPRDCT

MIKE A. MYERS INVESTMENT HOLDINGS, L.P.
DOC. NO. 2005-33384 RPRDCT

(CURRENT DEED)
CADG SUTTON FIELDS, LLC
TRACT 1
DOC. NO. 2015-15963 RPRDCT

OK KYUN & YOUNGMOO KIM, TRUSTEES
OF THE KIM FAMILY LIVING TRUST
DOC. NO. 2005-86220 RPRDCT

(CURRENT DEED)
CADG SUTTON FIELDS, LLC
DOC. NO. 2015-30387 RPRDCT

THE AMANDA S. MYERS IRREVOCABLE ASSET TRUST
DOC. NO. 2011-125051 RPRDCT

(CURRENT DEED)
CADG SUTTON FIELDS, LLC
TRACT 4
DOC. NO. 2015-15963 RPRDCT

THOMAS B. COX SURVEY ~
ABSTRACT NO. 309

MIKE A. MYERS INVESTMENT
HOLDINGS, L.P.
DOC. NO. 2005-33384
RPRDCT

(CURRENT DEED)
CADG SUTTON FIELDS, LLC
TRACT 1
DOC. NO. 2015-15963
RPRDCT

APPROXIMATE SURVEY LINE
CARROLL JACKSON SURVEY ~
ABSTRACT NO. 1546
APPROXIMATE SURVEY LINE
JACOB RUE SURVEY ~
ABSTRACT NO. 1109

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S60°52'12"E	65.17'
L2	S62°17'59"E	64.86'

CURVE TABLE				
NO.	CHORD DIRECTION	CHORD	DELTA	RADIUS
C3	S89°22'29"E	32.64'	1°52'14"	1000.00'
C4	N72°00'53"W	230.49'	5°16'25"	2505.00'
C5	S76°08'53"E	147.36'	1°33'25"	625.00'
C6	N01°07'01"E	85.43'	2°31'23"	1940.00'
C7	N04°43'38"E	159.18'	4°41'42"	1943.08'
C8	N09°45'48"E	181.45'	5°21'08"	1943.09'
C9	N20°47'09"E	563.06'	16°41'18"	1940.00'
C10	N33°35'32"E	301.87'	8°55'28"	1940.00'
C11	N40°22'32"E	157.14'	4°38'32"	1940.00'
C12	S34°16'01"W	410.47'	16°51'35"	1400.00'
C13	S15°15'34"W	513.99'	21°09'19"	1400.00'
C14	S54°48'47"E	30.02'	5°44'08"	300.00'
C15	S89°56'23"E	13.02'	0°44'27"	1007.00'
C16	S00°25'51"W	14.00'	180°00'00"	7.00'
C17	S89°56'23"E	12.84'	0°44'27"	993.00'
C18	N00°19'59"W	14.00'	180°00'00"	7.00'
C19	S89°51'19"W	7.00'	180°00'00"	3.50'
C20	S05°47'49"E	50.47'	11°18'16"	256.24'
C21	N05°47'49"W	51.06'	11°18'16"	259.20'
C22	N89°51'18"E	17.00'	180°00'01"	8.50'

ALL PERIMETER PROPERTY CORNERS ARE
5/8" IRON ROD SET WITH CAP STAMPED
"PETITT-4087" UNLESS OTHERWISE STATED.

LEGEND

GIRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
IRF	CAPPED IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
(A)	DESIGNATES SUBDIVISION BLOCK

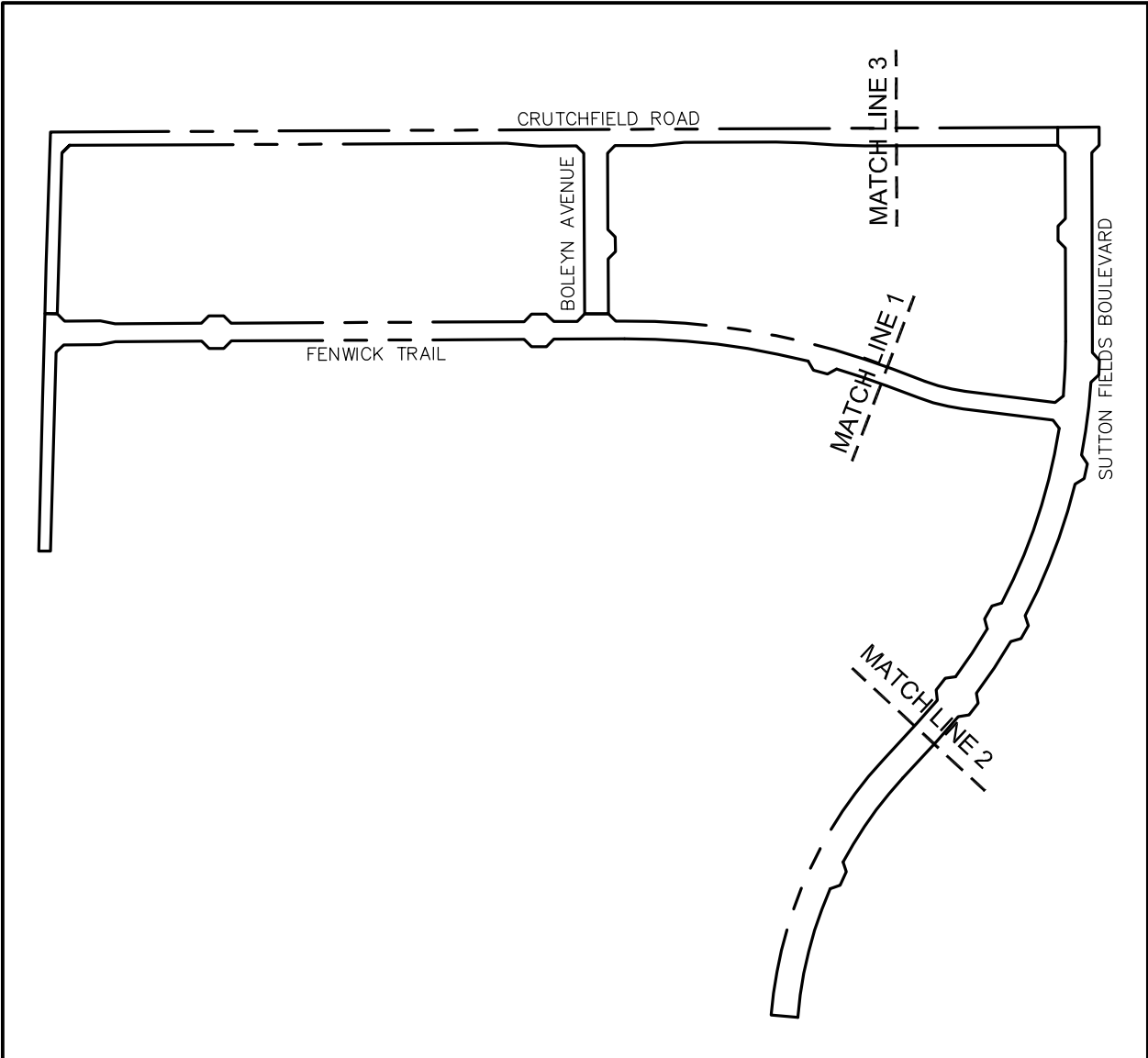
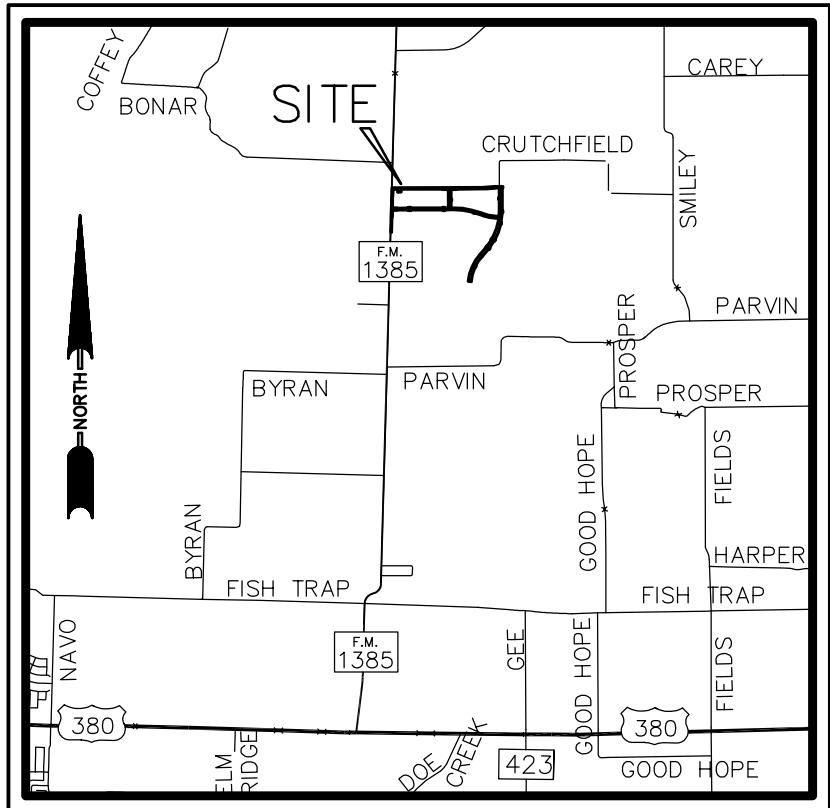
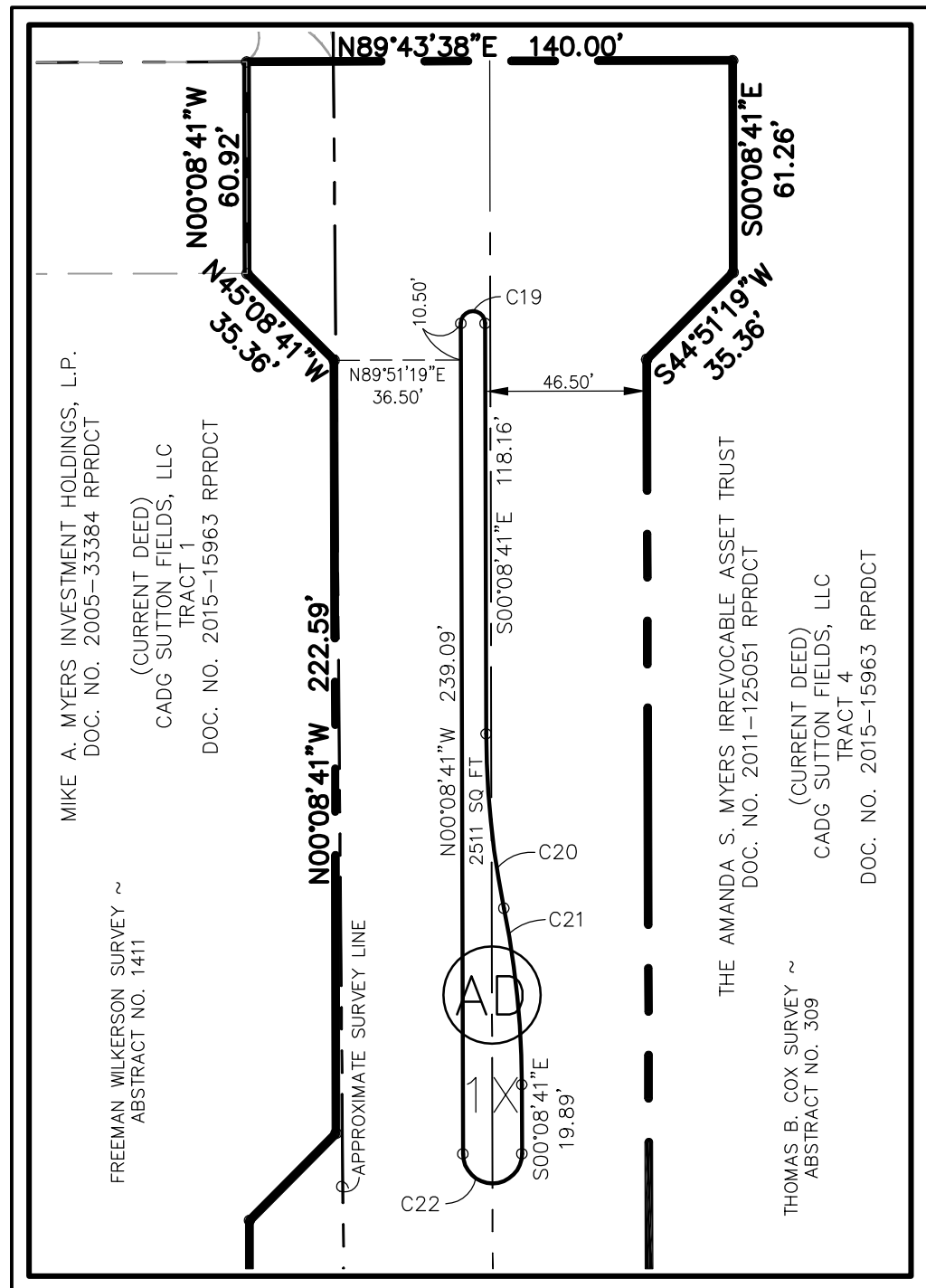
RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

OWNER: CADG SUTTON FIELDS, LLC,
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469) 892-7200

1651 N. Glenville Dr., Ste. 212
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: MAY 2017
JNICHOLS@PETITTBARRAZA.COM

13.055 ACRES
FENWICK TRAIL RIGHT-OF-WAY
SUTTON FIELDS BOULEVARD RIGHT-OF-WAY
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411 AND
THOMAS B. COX SURVEY ~ ABSTRACT NO. 309
CITY OF CELINA
DENTON COUNTY, TEXAS

SCALE: 1"=100'
JOB NO. 1401301

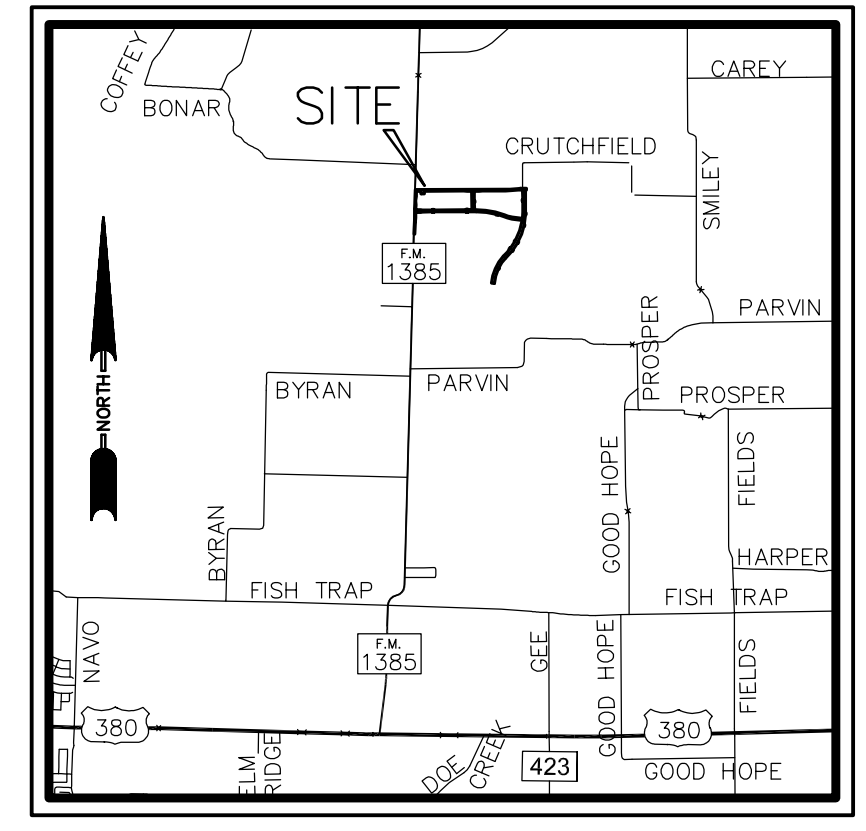
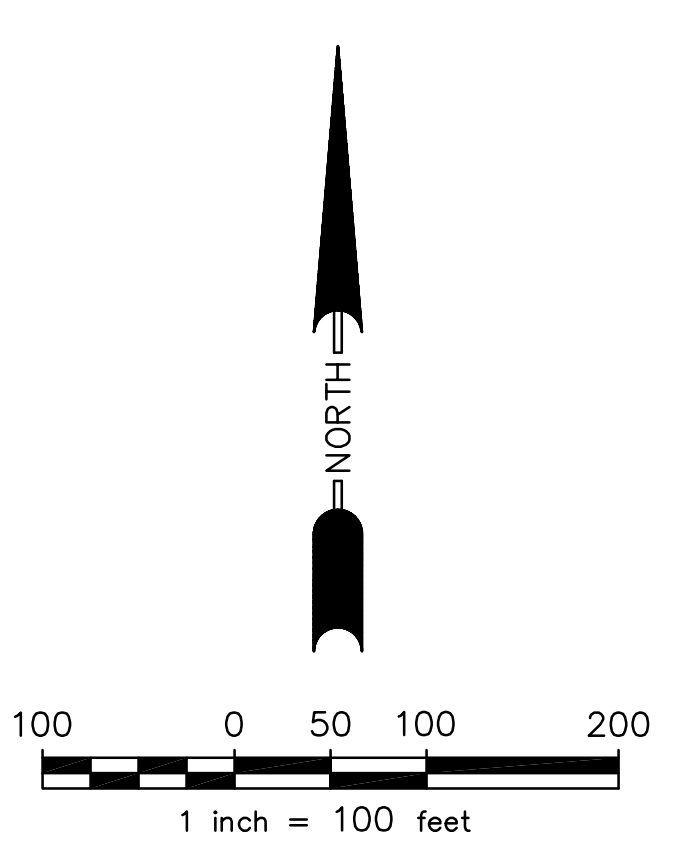
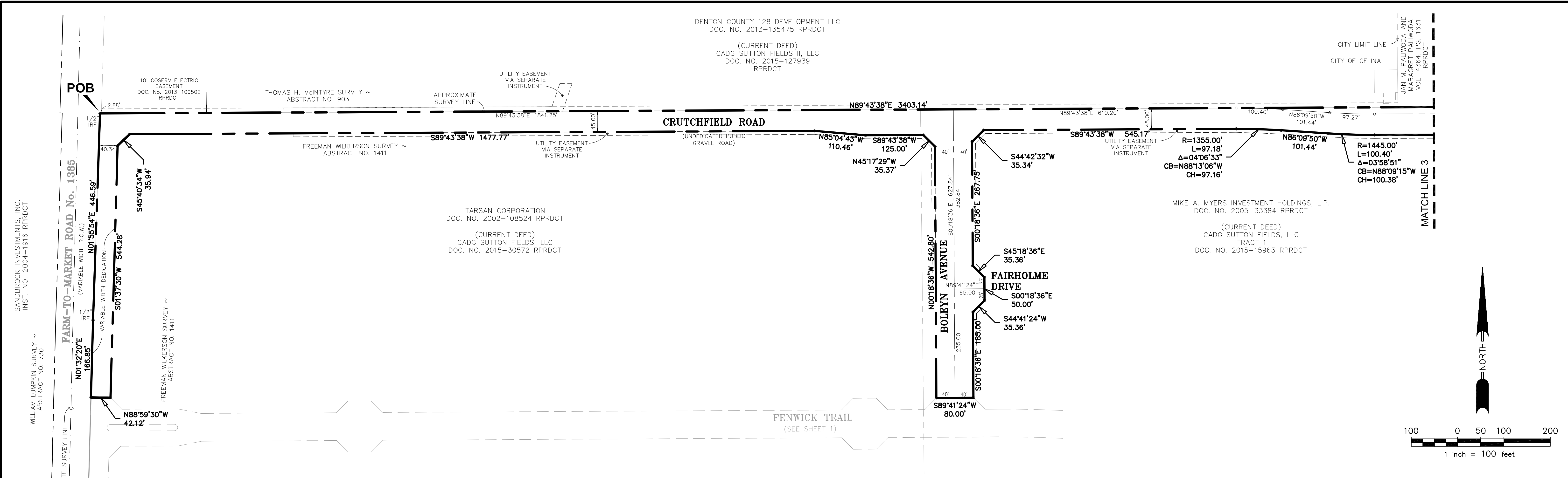


FINAL PLAT
RIGHTS-OF-WAY FOR
SUTTON FIELDS PHASE 1

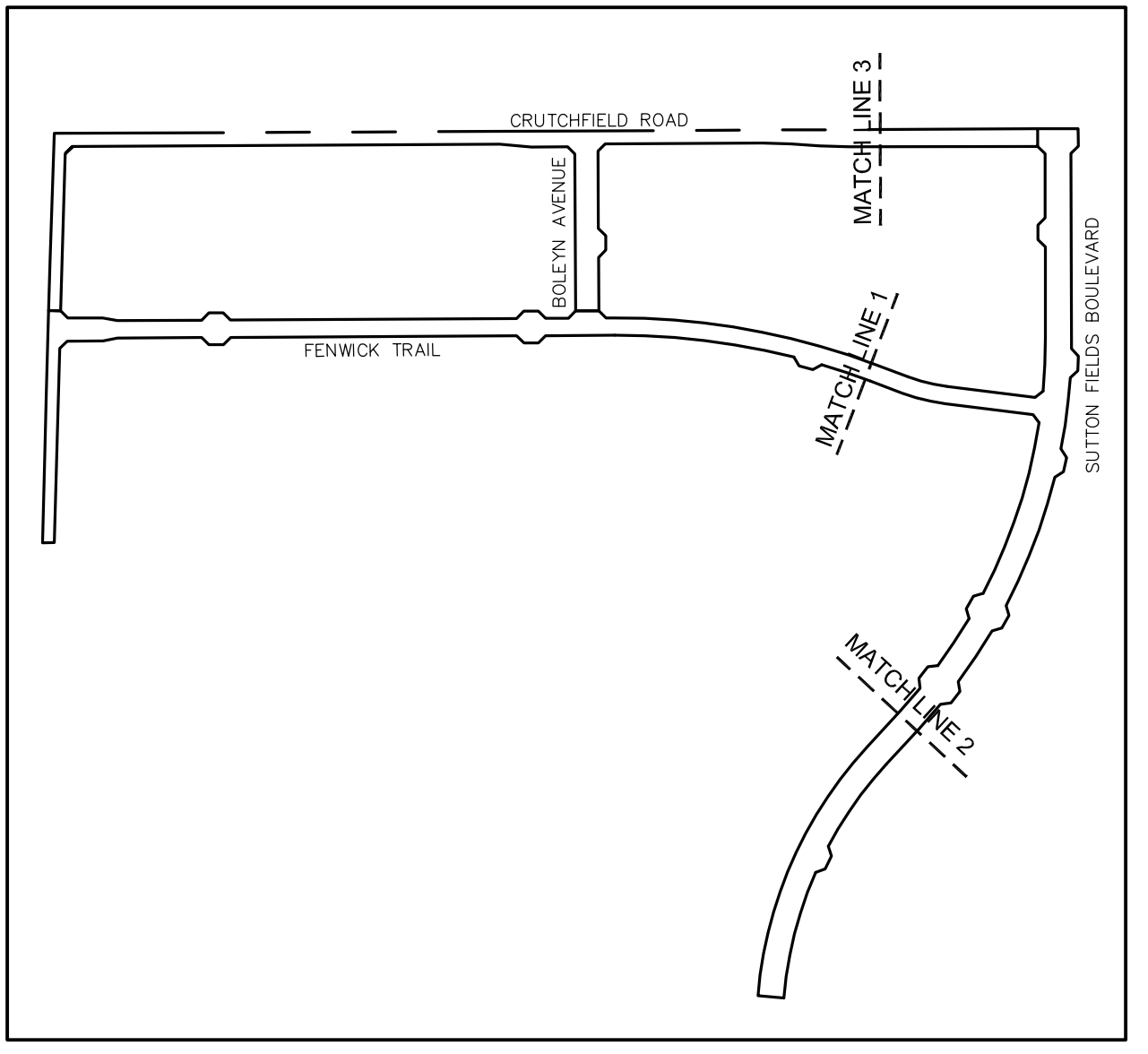
& 2 NON-RESIDENTIAL LOTS
18.564 TOTAL ACRES

13.055 ACRES
FENWICK TRAIL RIGHT-OF-WAY
SUTTON FIELDS BOULEVARD RIGHT-OF-WAY
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411 AND
THOMAS B. COX SURVEY ~ ABSTRACT NO. 309
CITY OF CELINA
DENTON COUNTY, TEXAS

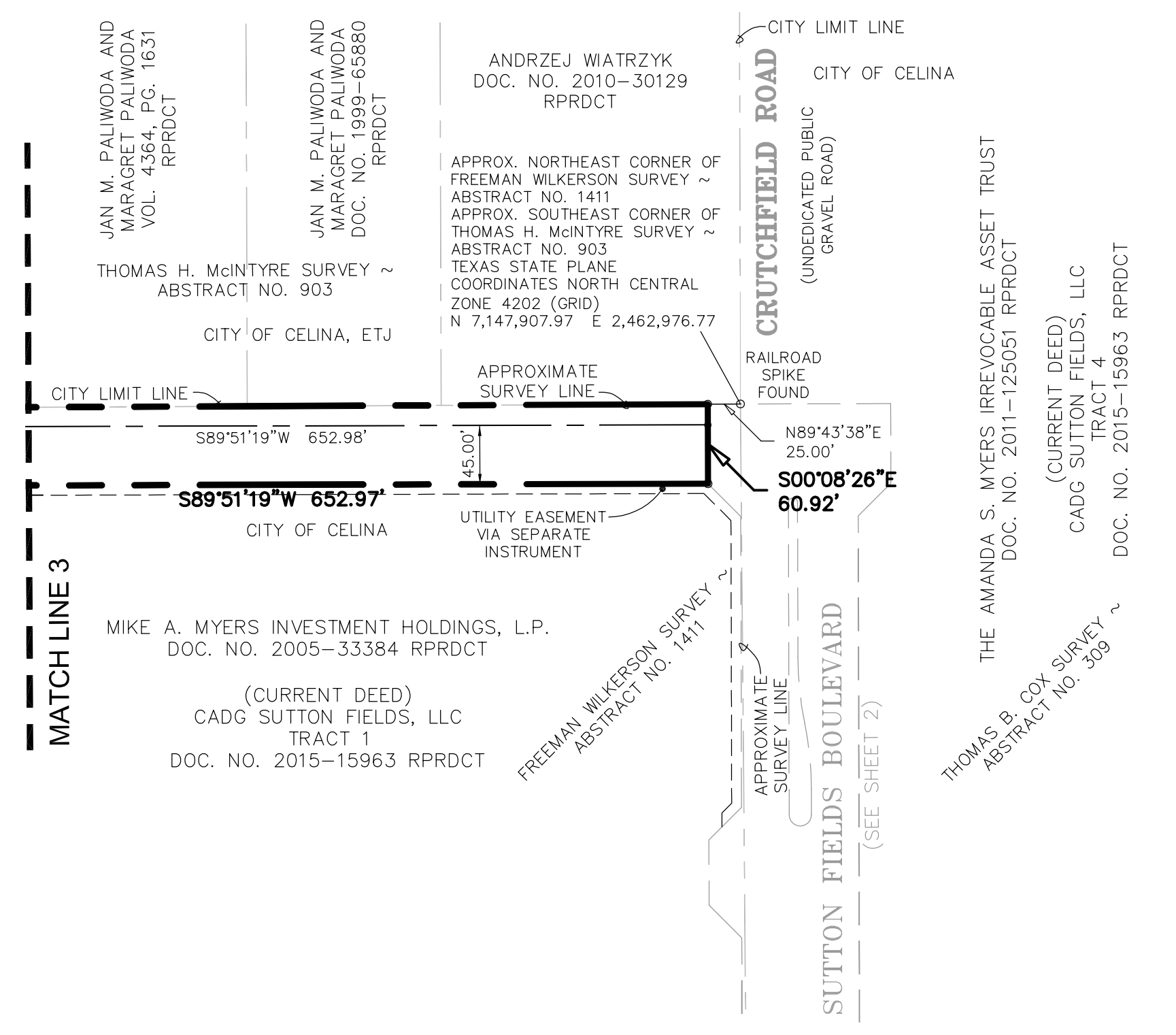
"PRELIMINARY, THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED
OR RELIED UPON AS A FINAL SURVEY
DOCUMENT."



LOCATION MAP
N.T.S.



OVERALL KEY MAP
N.T.S.



ALL PERIMETER PROPERTY CORNERS ARE
5/8" IRON ROD SET WITH CAP STAMPED
"PETITT-4087" UNLESS OTHERWISE STATED.

LEGEND	
GIRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
IRF	CAPPED IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
(A)	DESIGNATES SUBDIVISION BLOCK

RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

OWNER: CADG SUTTON FIELDS, LLC.
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469) 892-7200

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 N. Glenville Dr. Ste. 212
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: MAY 2017
JNICHOLS@PETITTBARRAZA.COM

SCALE: 1"=100'
JOB NO. 1401301

FINAL PLAT
**RIGHTS-OF-WAY FOR
SUTTON FIELDS PHASE 1**
& 2 NON-RESIDENTIAL LOTS
18.564 TOTAL ACRES
5.509 ACRES
**CRUTCHFIELD ROAD RIGHT-OF-WAY AND
BOLEYN STREET RIGHT-OF-WAY**
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411 AND
THOMAS B. COX ~ ABSTRACT NO. 309
CITY OF CELINA
DENTON COUNTY, TEXAS

"PRELIMINARY, THIS DOCUMENT SHALL
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DOCUMENT."

OWNER'S CERTIFICATION
STATE OF TEXAS §
COUNTY OF DENTON §
WHEREAS, CADG Sutton Fields, LLC is the owner of the tracts of land situated in the Freeman Wilkerson Survey, Abstract No. 1411 and the Thomas B. Cox Survey, Abstract No. 309 in the City of Celina, Denton County, Texas, and being a part of those certain tracts of land described in deeds to CADG Sutton Fields, LLC, recorded as Tracts 1, 2, 3 and 4 of Document Number 2015-15963, Document Number 2015-30572 and Document Number 2015-30387 of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2-inch iron rod with cap found for the southeast corner of said Tract 3 of CADG Sutton Fields tract (Doc. No. 2015-15963) and the northwest corner of Lot 1 of Countryview Addition, an addition to Denton County, Texas, according to the Plat thereof recorded in Cabinet F, Page 267 of the Plat Records of Denton County, Texas, said iron rod being located on the east right-of-way line of Farm to Market Road No. 1385 (F.M. 1385 - variable width right-of-way);
THENCE North 01 degrees 28 minutes 19 seconds East, with the west line of said CADG Sutton Fields tracts and the east right-of-way line of said F.M. 1385, a distance of 310.72 feet to a 1/2-inch iron rod with cap found for corner;
THENCE North 01 degrees 22 minutes 30 seconds East, continuing with the west line of said CADG Sutton Fields tracts and the east right-of-way line of said F.M. 1385, a distance of 204.07 feet to a 1/2-inch iron rod with cap found for corner;
THENCE North 01 degrees 32 minutes 20 seconds East, continuing with the west line of said CADG Sutton Fields tracts and the east right-of-way line of said F.M. 1385, a distance of 288.95 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;
THENCE over and across said CADG Sutton Fields tracts the following courses to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set:
South 88 degrees 27 minutes 40 seconds East, a distance of 42.12 feet;
South 44 degrees 20 minutes 33 seconds East, a distance of 34.75 feet;
North 89 degrees 41 minutes 24 seconds East, a distance of 121.24 feet;
South 79 degrees 00 minutes 00 seconds East, a distance of 50.99 feet;
North 89 degrees 41 minutes 24 seconds East, a distance of 291.98 feet;
North 44 degrees 41 minutes 24 seconds East, a distance of 35.36 feet;
North 89 degrees 41 minutes 24 seconds East, a distance of 50.00 feet;
South 45 degrees 18 minutes 36 seconds East, a distance of 35.36 feet;
North 89 degrees 41 minutes 24 seconds East, a distance of 989.91 feet;
North 44 degrees 41 minutes 24 seconds East, a distance of 35.36 feet;
North 89 degrees 41 minutes 24 seconds East, a distance of 50.00 feet;
South 45 degrees 18 minutes 36 seconds East, a distance of 35.36 feet;
North 89 degrees 41 minutes 24 seconds East, a distance of 79.80 feet;
North 44 degrees 41 minutes 24 seconds East, a distance of 35.36 feet;
North 89 degrees 41 minutes 24 seconds East, a distance of 80.00 feet;
South 45 degrees 18 minutes 36 seconds East, a distance of 35.36 feet;
North 89 degrees 41 minutes 24 seconds East, a distance of 29.28 feet at the beginning of a tangent curve to the right having a radius of 2535.00 feet;
Southeasterly, with said tangent curve to the right which has a central angle of 20 degrees 55 minutes 56 seconds, having a chord that bears South 79 degrees 50 minutes 38 seconds East with a chord length of 920.99 feet and having an arc length of 926.13 feet;
South 69 degrees 22 minutes 40 seconds East, a distance of 116.66 feet at the beginning of a tangent curve to the left having a radius of 595.00 feet;
Southeasterly, with said tangent curve to the left which has a central angle of 13 degrees 32 minutes 29 seconds, having a chord that bears South 76 degrees 08 minutes 54 seconds East with a chord length of 140.30 feet and having an arc length of 140.62 feet;
South 82 degrees 55 minutes 09 seconds East, a distance of 305.51 feet;
North 51 degrees 26 minutes 18 seconds East, a distance of 34.98 feet at the beginning of a non-tangent curve to the left having a radius of 1895.00 feet;
Northeasterly, with said non-tangent curve to the left which has a central angle of 05 degrees 33 minutes 45 seconds, having a chord that bears North 02 degrees 38 minutes 12 seconds East with a chord length of 183.91 feet and having an arc length of 183.98 feet;
North 00 degrees 08 minutes 41 seconds West, a distance of 315.48 feet;
North 45 degrees 08 minutes 41 seconds West, a distance of 35.36 feet;
North 00 degrees 08 minutes 41 seconds West, a distance of 50.00 feet;
North 44 degrees 51 minutes 19 seconds East, a distance of 35.36 feet;
North 00 degrees 08 minutes 41 seconds West, a distance of 222.59 feet;
North 45 degrees 08 minutes 41 seconds West, a distance of 35.36 feet;
North 00 degrees 08 minutes 41 seconds West, a distance of 60.92 feet in the north line of said CADG tracts and in the south line of that certain tract of land conveyed to Andrzej Wiatrzyk, recorded in Document Number 2010-30129 (RPRDCT);
THENCE North 89 degrees 43 minutes 38 seconds East, with the north line of said CADG tracts and the south line of said Wiatrzyk tract, passing at 25.00 feet a railroad spike found for the southeast corner of said Wiatrzyk tract, a total distance of 140.00 feet to a 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set for corner;
THENCE over and across said CADG Sutton Fields tracts the following courses to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set:
South 00 degrees 08 minutes 41 seconds East, a distance of 61.28 feet;
South 44 degrees 51 minutes 19 seconds West, a distance of 35.36 feet;
South 00 degrees 08 minutes 41 seconds East, a distance of 638.07 feet to the beginning of a tangent curve to the right having a radius of 1985.00 feet;
Southwesterly, with said tangent curve to the right which has a central angle of 01 degrees 04 minutes 48 seconds, having a chord that bears South 00 degrees 23 minutes 43 seconds West with a chord length of 37.41 feet and having an arc length of 37.41 feet;
South 43 degrees 09 minutes 46 seconds East, a distance of 35.69 feet;
South 02 degrees 22 minutes 42 seconds West, a distance of 50.00 feet;
South 47 degrees 55 minutes 15 seconds West, a distance of 35.69 feet at the beginning of a non-tangent curve to the right having a radius of 1985.00 feet;
Southwesterly, with said non-tangent curve to the right which has a central angle of 07 degrees 11 minutes 00 seconds, having a chord that bears South 07 degrees 24 minutes 48 seconds West with a chord length of 248.70 feet and having an arc length of 248.87 feet;

OWNER'S CERTIFICATION continued
South 32 degrees 56 minutes 59 seconds East, a distance of 35.78 feet;
South 12 degrees 26 minutes 54 seconds West, a distance of 50.00 feet;
South 58 degrees 08 minutes 02 seconds West, a distance of 35.60 feet at the beginning of a non-tangent curve to the right having a radius of 1985.00 feet;
Southwesterly, with said non-tangent curve to the right which has a central angle of 13 degrees 45 minutes 46 seconds, having a chord that bears South 20 degrees 46 minutes 22 seconds West with a chord length of 475.66 feet and having an arc length of 476.81 feet;
South 17 degrees 08 minutes 32 seconds East, a distance of 35.26 feet;
South 29 degrees 05 minutes 52 seconds West, a distance of 50.01 feet;
South 73 degrees 56 minutes 29 seconds West, a distance of 36.11 feet at the beginning of a non-tangent curve to the right having a radius of 1985.00 feet;
Southwesterly, with said non-tangent curve to the right which has a central angle of 06 degrees 04 minutes 02 seconds, having a chord that bears South 33 degrees 34 minutes 29 seconds West with a chord length of 210.10 feet and having an arc length of 210.20 feet;
South 09 degrees 34 minutes 23 seconds East, a distance of 34.39 feet;
South 38 degrees 01 minutes 50 seconds West, a distance of 50.29 feet;
South 81 degrees 49 minutes 48 seconds West, a distance of 36.75 feet at the beginning of a non-tangent curve to the right having a radius of 1985.00 feet;
Southwesterly, with said non-tangent curve to the right which has a central angle of 03 degrees 12 minutes 05 seconds, having a chord that bears South 35 degrees 05 minutes 46 seconds West with a chord length of 110.90 feet and having an arc length of 110.92 feet;
South 42 degrees 41 minutes 49 seconds West, a distance of 169.03 feet at the beginning of a tangent curve to the left having a radius of 1355.00 feet;
Southwesterly, with said tangent curve to the left which has a central angle of 14 degrees 44 minutes 43 seconds, having a chord that bears South 35 degrees 19 minutes 27 seconds West with a chord length of 347.75 feet and having an arc length of 348.71 feet;
South 18 degrees 22 minutes 12 seconds East, a distance of 34.86 feet;
South 25 degrees 50 minutes 14 seconds West, a distance of 50.00 feet;
South 70 degrees 02 minutes 40 seconds West, a distance of 34.86 feet at the beginning of a non-tangent curve to the left having a radius of 1355.00 feet;
Southwesterly, with said non-tangent curve to the left which has a central angle of 19 degrees 02 minutes 27 seconds, having a chord that bears South 14 degrees 12 minutes 09 seconds West with a chord length of 448.23 feet and having an arc length of 450.30 feet;
North 85 degrees 19 minutes 05 seconds West, a distance of 90.00 feet at the beginning of a non-tangent curve to the right having a radius of 1445.00 feet;
Northeasterly, with said non-tangent curve to the right which has a central angle of 38 degrees 00 minutes 54 seconds, having a chord that bears North 23 degrees 41 minutes 22 seconds East with a chord length of 941.25 feet and having an arc length of 958.74 feet;
North 42 degrees 41 minutes 49 seconds East, a distance of 169.03 feet at the beginning of a tangent curve to the left having a radius of 1895.00 feet;
Northeasterly, with said tangent curve to the left which has a central angle of 03 degrees 07 minutes 50 seconds, having a chord that bears North 41 degrees 07 minutes 54 seconds East with a chord length of 103.53 feet and having an arc length of 103.54 feet;
North 06 degrees 22 minutes 43 seconds West, a distance of 35.00 feet;
North 38 degrees 03 minutes 16 seconds East, a distance of 50.00 feet;
North 82 degrees 29 minutes 11 seconds East, a distance of 35.00 feet at the beginning of a non-tangent curve to the left having a radius of 1895.00 feet;
Northeasterly, with said non-tangent curve to the left which has a central angle of 05 degrees 54 minutes 03 seconds, having a chord that bears North 33 degrees 35 minutes 32 seconds East with a chord length of 195.08 feet and having an arc length of 195.17 feet;
North 15 degrees 18 minutes 11 seconds West, a distance of 35.00 feet;
North 29 degrees 07 minutes 48 seconds East, a distance of 50.00 feet;
North 73 degrees 33 minutes 47 seconds East, a distance of 35.00 feet at the beginning of a non-tangent curve to the left having a radius of 1895.00 feet;
Northeasterly, with said non-tangent curve to the left which has a central angle of 18 degrees 52 minutes 28 seconds, having a chord that bears North 18 degrees 10 minutes 52 seconds East with a chord length of 621.43 feet and having an arc length of 624.25 feet;
North 37 degrees 16 minutes 36 seconds West, a distance of 34.96 feet;
North 82 degrees 55 minutes 09 seconds West, a distance of 305.51 feet at the beginning of a tangent curve to the right having a radius of 655.00 feet;
Northwesterly, with said tangent curve to the right which has a central angle of 13 degrees 32 minutes 29 seconds, having a chord that bears North 76 degrees 08 minutes 54 seconds West with a chord length of 154.44 feet and having an arc length of 154.80 feet;
North 69 degrees 22 minutes 40 seconds West, a distance of 116.66 feet at the beginning of a tangent curve to the left having a radius of 2475.00 feet;
Northwesterly, with said tangent curve to the left which has a central angle of 04 degrees 06 minutes 58 seconds, having a chord that bears North 71 degrees 26 minutes 09 seconds West with a chord length of 177.76 feet and having an arc length of 177.80 feet;
South 60 degrees 46 minutes 58 seconds West, a distance of 35.09 feet;
North 74 degrees 39 minutes 05 seconds West, a distance of 50.00 feet;
North 30 degrees 05 minutes 08 seconds West, a distance of 35.09 feet at the beginning of a non-tangent curve to the left having a radius of 2475.00 feet;
Northwesterly, with said non-tangent curve to the left which has a central angle of 14 degrees 30 minutes 04 seconds, having a chord that bears North 83 degrees 03 minutes 34 seconds West with a chord length of 624.73 feet and having an arc length of 626.41 feet;
South 89 degrees 41 minutes 24 seconds West, a distance of 239.06 feet;
South 44 degrees 41 minutes 24 seconds West, a distance of 35.36 feet;
South 89 degrees 41 minutes 24 seconds West, a distance of 50.00 feet;
North 45 degrees 18 minutes 36 seconds West, a distance of 35.36 feet;
South 89 degrees 41 minutes 24 seconds West, a distance of 989.91 feet;
South 44 degrees 41 minutes 24 seconds West, a distance of 35.36 feet;
South 89 degrees 41 minutes 24 seconds West, a distance of 50.00 feet;
North 45 degrees 18 minutes 36 seconds West, a distance of 35.36 feet;
South 89 degrees 41 minutes 24 seconds West, a distance of 291.52 feet;

OWNER'S CERTIFICATION continued
South 78 degrees 27 minutes 36 seconds West, a distance of 51.35 feet;
South 89 degrees 41 minutes 24 seconds West, a distance of 123.95 feet;
South 45 degrees 39 minutes 27 seconds West, a distance of 35.95 feet;
South 01 degrees 37 minutes 30 seconds West, a distance of 672.10 feet, point being located in the south line of said Tract 3 of CADG Sutton Fields tract (Doc. No. 2015-15963) and the north line of said Lot 1 of Countryview Addition;
THENCE South 89 degrees 15 minutes 45 seconds West, with the south line of said Tract 3 and the north line of said Lot 1, a distance of 40.00 feet to the POINT OF BEGINNING of herein described tract and containing 13.054 acres of land.

OWNER'S CERTIFICATION
STATE OF TEXAS §
COUNTY OF DENTON §
WHEREAS, CADG Sutton Fields, LLC, is the owner of the tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411 in the City of Celina, Denton County, Texas, and being a part of those certain tracts of land described in deeds to CADG Sutton Fields, LLC, recorded in Tract 1 of Document Number 2015-15963 and Document Number 2015-30572 of the Real Property Records of Denton County, Texas (RPRDCT) and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2-inch iron rod found for the northwest of said CADG Sutton Fields tract (Doc. No. 2015-30572) and being located on the east right-of-way line of Farm to Market Road No. 1385 (F.M. 1385 - variable width right-of-way), said iron rod also being located in the approximate center of Crutchfield Road (an undedicated public gravel road);
THENCE North 89 degrees 43 minutes 38 seconds East, with the north line of said CADG Sutton Fields tracts, passing at 2.88 feet the southwest corner of that certain tract of land described in deed to CADG Sutton Fields II, LLC, recorded in Document Number 2015-127939 (RPRDCT) and with said Crutchfield Road, continuing a total distance of 3403.14 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;
THENCE departing the north line of said CADG Sutton Fields tracts and over and across said CADG Sutton Fields tracts the following courses to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set:
South 00 degrees 08 minutes 26 seconds East, a distance of 60.92 feet;
South 89 degrees 51 minutes 19 seconds West, a distance of 652.97 feet at the beginning of a tangent curve to the right having a radius of 1445.00 feet;
Northwesterly, with said tangent curve to the right which has a central angle of 03 degrees 58 minutes 51 seconds, having a chord that bears North 88 degrees 09 minutes 15 seconds West with a chord length of 100.38 feet and having an arc length of 100.40 feet;
North 86 degrees 09 minutes 50 seconds West, a distance of 101.44 feet at the beginning of a tangent curve to the left having a radius of 1355.00 feet;
Northwesterly, with said tangent curve to the left which has a central angle of 04 degrees 06 minutes 33 seconds, having a chord that bears North 88 degrees 13 minutes 06 seconds West with a chord length of 97.16 feet and having an arc length of 97.18 feet;
South 89 degrees 43 minutes 38 seconds West, a distance of 545.17 feet;
South 44 degrees 42 minutes 32 seconds West, a distance of 35.34 feet;
South 00 degrees 18 minutes 36 seconds East, a distance of 267.75 feet;
South 45 degrees 18 minutes 36 seconds East, a distance of 35.36 feet;
South 00 degrees 18 minutes 36 seconds East, a distance of 50.00 feet;
South 44 degrees 41 minutes 24 seconds West, a distance of 35.36 feet;
South 00 degrees 18 minutes 36 seconds East, a distance of 185.00 feet;
South 89 degrees 41 minutes 24 seconds West, a distance of 80.00 feet;
North 00 degrees 18 minutes 36 seconds West, a distance of 542.80 feet;
North 45 degrees 17 minutes 29 seconds West, a distance of 35.37 feet;
South 89 degrees 43 minutes 38 seconds West, a distance of 125.00 feet;
North 85 degrees 04 minutes 43 seconds West, a distance of 110.46 feet;
South 89 degrees 43 minutes 38 seconds West, a distance of 1477.77 feet;
South 45 degrees 40 minutes 34 seconds West, a distance of 35.94 feet;
South 01 degrees 37 minutes 30 seconds West, a distance of 544.28 feet;
And North 88 degrees 59 minutes 30 seconds West, a distance of 42.12 feet in the west line of said CADG Sutton Fields tract (Doc. No. 2015-30572) and the east right-of-way line of said F.M. 1385;
THENCE North 01 degrees 32 minutes 20 seconds East, with the west line of said CADG Sutton Fields tract (Doc. No. 2015-30572) and the east right-of-way line of said F.M. 1385, a distance of 166.85 feet to a 1/2-inch iron rod found for corner;
THENCE North 01 degrees 55 minutes 54 seconds East, continuing with the west line of said CADG Sutton Fields tract (Doc. No. 2015-30572) and the east right-of-way line of said F.M. 1385, a distance of 446.59 feet to the POINT OF BEGINNING of herein described tract and containing 5.509 acres of land.

FINAL PLAT
RIGHTS-OF-WAY FOR
SUTTON FIELDS PHASE 1

& 2 NON-RESIDENTIAL LOTS
18.564 TOTAL ACRES

FENWICK TRAIL RIGHT-OF-WAY
SUTTON FIELDS BOULEVARD RIGHT-OF-WAY
CRUTCHFIELD ROAD RIGHT-OF-WAY
BOLEYN AVENUE
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411 AND
THOMAS B. COX ~ ABSTRACT NO. 309
CITY OF CELINA
DENTON COUNTY, TEXAS

LEGEND	
GIRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
IRF	CAPPED IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
POB	POINT OF BEGINNING
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
Ⓐ	DESIGNATES SUBDIVISION BLOCK

RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

OWNER: CADG SUTTON FIELDS, LLC,
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469) 892-7200

**PETITT BARRAZA**
ENGINEERING PLANNING SURVEYING

1651 N. Glenville Dr., Ste. 212
Richardson, Texas 75081
DATE: MAY 2017
JNICHOLS@PETITTBARRAZA.COM

TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068
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SCALE: 1"=100'
JOB NO. 1401301

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OWNER’S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, CADG SUTTON FIELDS, LLC., acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as RIGHTS–OF–WAY FOR SUTTON FIELDS, addition an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights–of–way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public’s and City of Celina’s use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas

WITNESS, my hand this the ____ day of _____, 2017.

CADG COMANCHE 248, LLC,
A TEXAS LIMITED PARTNERSHIP

BY: CTMG, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS SOLE MANAGER AND MEMBER

BY: _____
MEHRDAD MOAYEDI,
SOLE MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On:

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

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, DENTON COUNTY, TEXAS.	
_____ SIGNATURE OF MAYOR	_____ DATE OF APPROVAL
ATTEST:	
_____ CITY SECRETARY	_____ DATE

SURVEYOR’S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, JIMMIE D. NICHOLS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as “set” were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

“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.

JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

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 JIMMIE D. NICHOLS, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On:

FINAL PLAT
RIGHTS–OF–WAY FOR
SUTTON FIELDS PHASE 1

& 2 NON–RESIDENTIAL LOTS
18.611 TOTAL ACRES

FENWICK TRAIL RIGHT–OF–WAY
SUTTON FIELDS BOULEVARD RIGHT–OF–WAY
CRUTCHFIELD ROAD RIGHT–OF–WAY
BOLEYN AVENUE
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411 AND
THOMAS B. COX ~ ABSTRACT NO. 309
CITY OF CELINA
DENTON COUNTY, TEXAS

LEGEND

GIRS	5/8–INCH IRON ROD W/CAP MARKED “PETITT–RPLS 4087” SET
IRF	CAPPED IRON ROD FOUND
R.O.W.	RIGHT–OF–WAY
POB	POINT OF BEGINNING
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
Ⓐ	DESIGNATES SUBDIVISION BLOCK

RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

OWNER: CADG SUTTON FIELDS, LLC.
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469) 892–7200



1651 N. Glenville Dr. Ste. 212
Richardson, Texas 75081
Tel. No. (214) 221–9955
Fax No. (214) 340–3550
DATE: MAY 2017
JNICHOLS@PETITTBARRAZA.COM

SCALE: 1”=100’
JOB NO. 1401301

“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.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: June 13, 2017
Re: Sutton Fields Phase 1A Final Plat

Action Requested:

Consider and act on a Final Plat for Sutton Fields Phase 1A, being a ± 74.784 acre tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, City of Celina, Denton, County, containing 318 residential lots and 10 non-residential lots. The property is generally located south of Crutchfield Road, east of FM 1385, north of Parvin Road, and west of Smiley Road. (Sutton Fields Phase 1A Final Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Sutton Fields 1A and determined that it meets all requirements.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously recommended approval of the Final Plat at the May 15, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

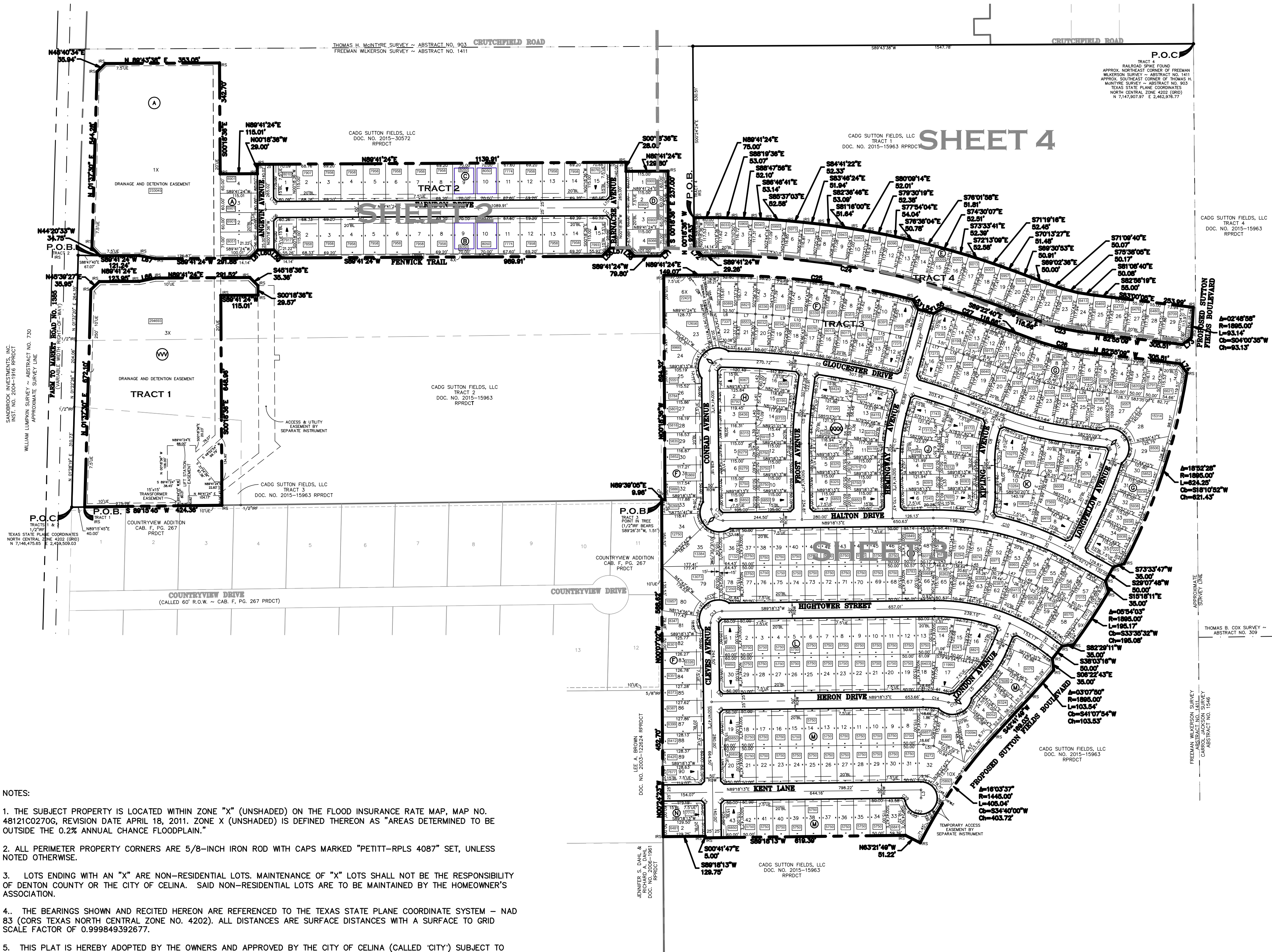
N/A

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented, however, the plat will not be filed until final acceptance by the Engineering Department



NOTES:

1. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" (UNSHADED) ON THE FLOOD INSURANCE RATE MAP, MAP NO. 48121C0270G, REVISION DATE APRIL 18, 2011. ZONE X (UNSHADED) IS DEFINED THEREON AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
2. ALL PERIMETER PROPERTY CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" SET, UNLESS NOTED OTHERWISE.
3. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS. MAINTENANCE OF "X" LOTS SHALL NOT BE THE RESPONSIBILITY OF DENTON COUNTY OR THE CITY OF CELINA. SAID NON-RESIDENTIAL LOTS ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
4. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM - NAD 83 (GORS TEXAS NORTH CENTRAL ZONE NO. 4202). ALL DISTANCES ARE SURFACE DISTANCES WITH A SYSTEM TO GRID SCALE FACTOR OF 0.999849392677.
5. THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF CELINA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES, SUCCESSORS AND ASSIGNS: THE PORTION OF BLOCK VVV, LOT 3X AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN ACCESSIBLE AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT, AS HEREIN ABOVE DEFINED SHALL BE PERMITTED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY DRAINAGE TO OR ADJACENT TO THE SUBDIVISION, THEN IN SUCH EVENT, THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE FAILURE OF ANY STRUCTURE OR STRUCTURES, WITHIN THE EASEMENT.
6. 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.
7. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP IT SAFE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS, OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.
8. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON, AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.
9. THE AREA OR AREAS SHOWN ON THE PLAT AS "YAM" (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 YAM 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 FENCES. THE CITY MAY WITHDRAW MAINTENANCE OF THE YAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE YAM 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 YAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO AD ANY LANDSCAPE IMPROVEMENTS TO THE YAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES, OR SIGNS ON THE YAM 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 YAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.
10. DETENTION PONDS ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

LEGEND	
SWE	SIDEWALK EASEMENT
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
WLE	WATER LINE EASEMENT
BL	BUILDING SETBACK LINE
CIRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
CIRF	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" FOUND
IRF	IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
57.5'R	57.5-FOOT RADIUS
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
(A)	DESIGNATES SUBDIVISION BLOCK
9999	DENOTES STREET NAME CHANGE
▲	LOT AREA (SQUARE FEET)
▲	DENOTES KEY LOT

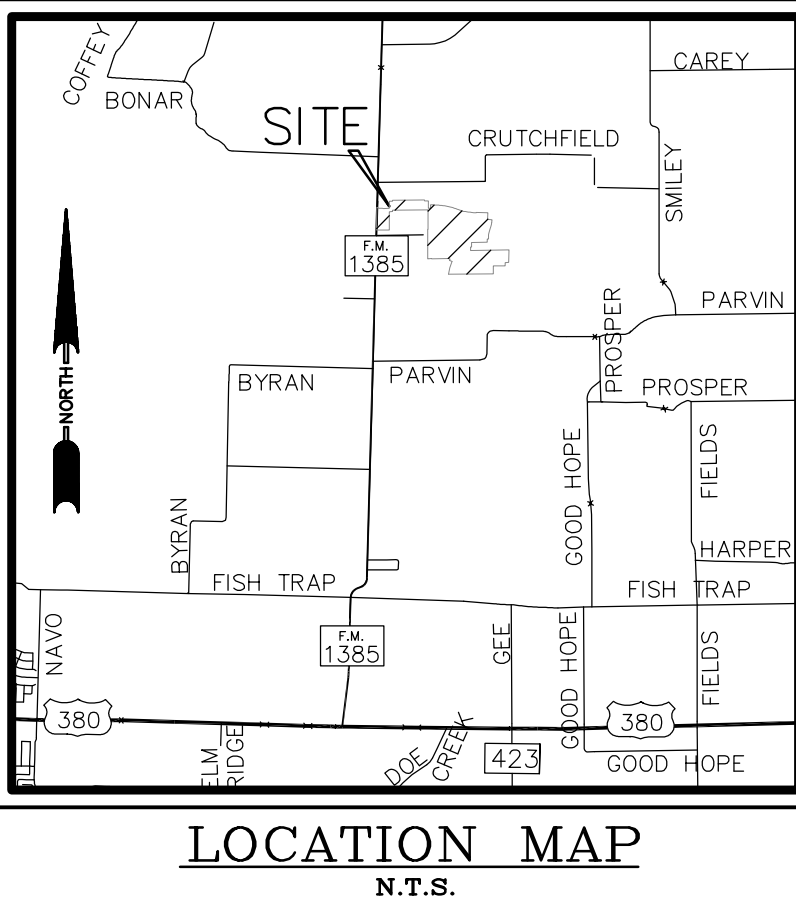
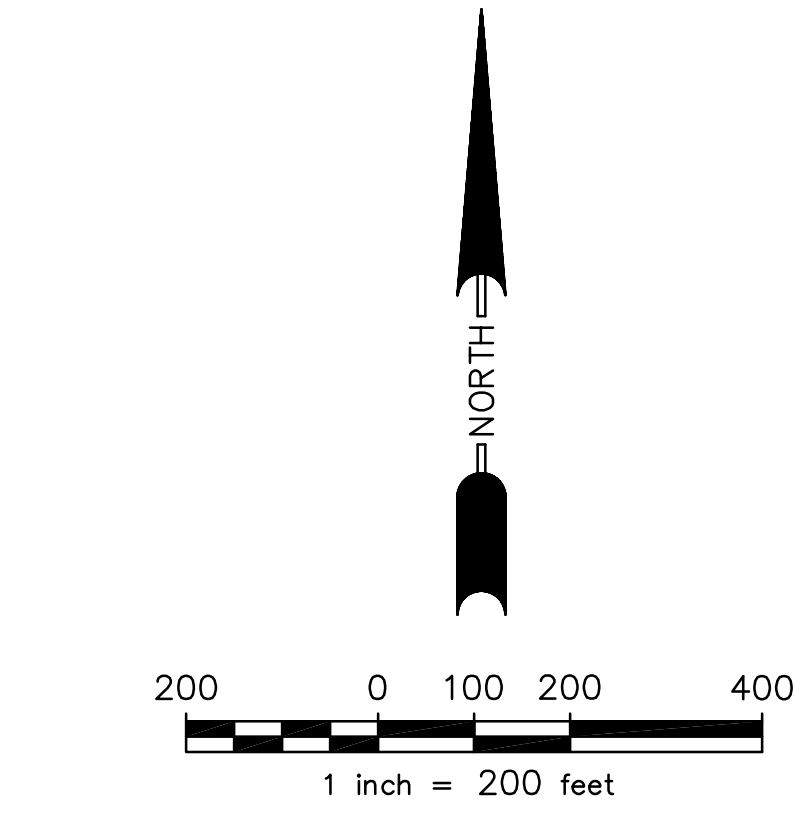
RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

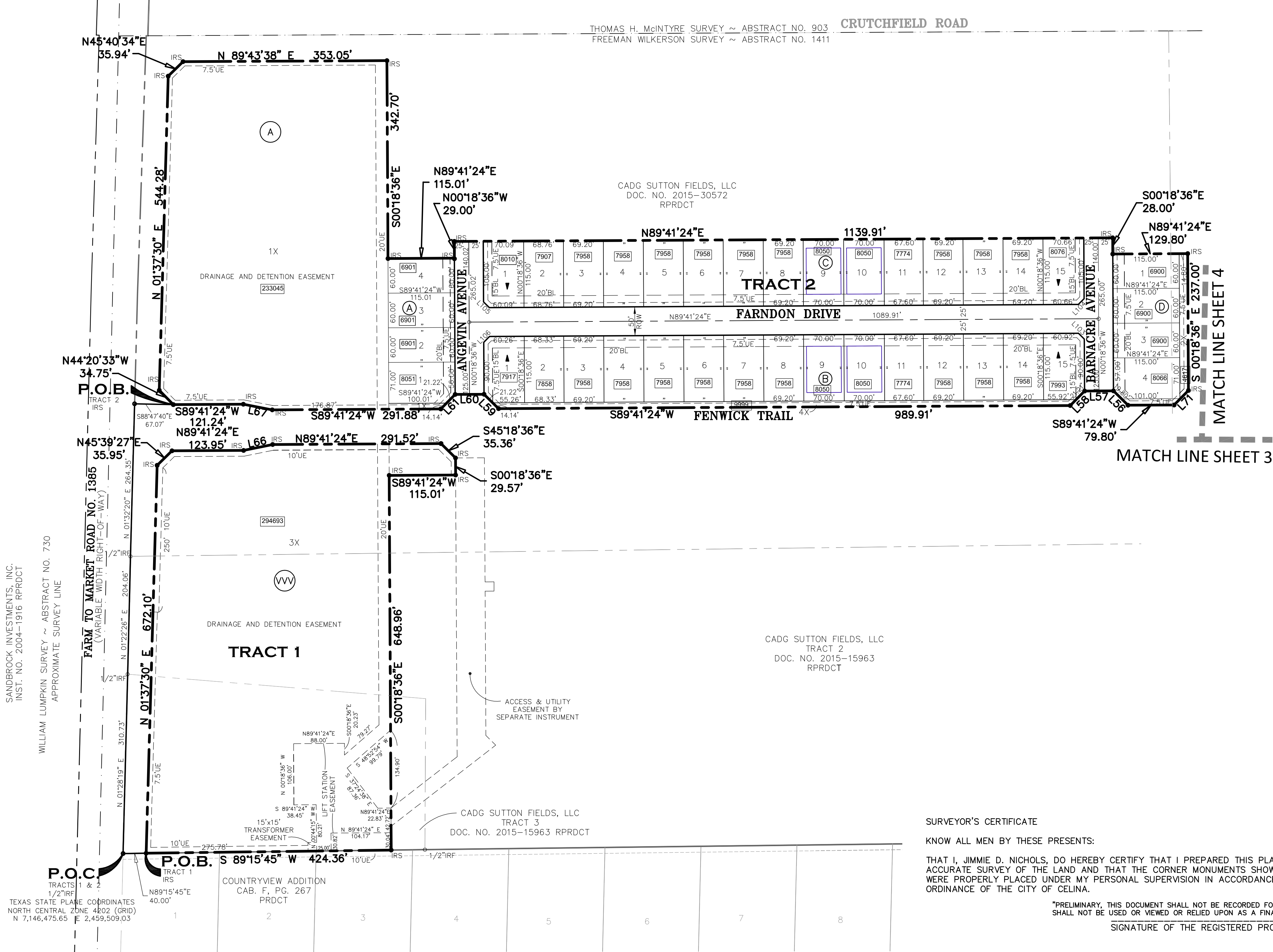
OWNER: CADG SUTTON FIELDS, LLC,
1800 VALLEY VIEW LANE, SUITE 212
FARMERS BRANCH, TX 75234
PHONE (469) 892-7200

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068
1651 N. Glenville Dr., Ste. 212
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: APRIL 2017
SCALE: 1"=200'
JNICHOLS@PETITTBARRAZA.COM
JOB NO. 1401301

KEY MAP
FINAL PLAT
SUTTON FIELDS PHASE 1A
TRACT 1 ~ 6.765 ACRES
TRACT 2 ~ 14.294 ACRES
TRACT 3 ~ 49.500 ACRES
TRACT 4 ~ 4.225 ACRES
74.784 ACRES TOTAL
318 RESIDENTIAL LOTS
10 NON-RESIDENTIAL LOTS
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411
CITY OF CELINA
DENTON COUNTY, TEXAS

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ANY PURPOSE AND SHALL NOT
BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY
DOCUMENT."





OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CADG SUTTON FIELDS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH HIS/HER(ITS) DULY AUTHORIZED OFFICER(S), DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS SUTTON FIELDS PHASE 1A, AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON. THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS.

WITNESS, MY HAND THIS THE ____ DAY OF _____, 2017.

BY: CADG SUTTON FIELDS, LLC,
A TEXAS LIMITED PARTNERSHIP

BY: CTMGT, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
IT'S SOLE MANAGER AND MEMBER

BY: _____
AUTHORIZED SIGNATURE OF OWNER

MEHRDAD MOAYEDI
SOLE MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, THE SOLE MANAGER AND MEMBER IF CTMGT, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIMMIE D. NICHOLS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

"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."

SIGNATURE OF THE REGISTERED PROFESSIONAL

TEXAS REGISTRATION NO.

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JIMMIE D. NICHOLS, REGISTERED PUBLIC LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

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

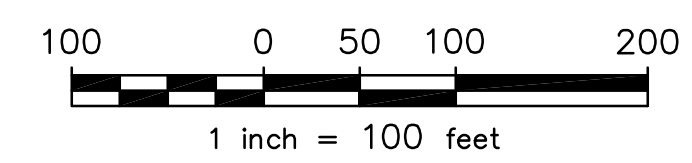
THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, DENTON COUNTY, TEXAS.	
SIGNATURE OF MAYOR	DATE OF APPROVAL
ATTEST:	
CITY SECRETARY	DATE

RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

OWNER: CADG SUTTON FIELDS, LLC,
1800 VALLEY VIEW LANE, SUITE 300
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LEGEND	
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UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
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(A)	DESIGNATES SUBDIVISION BLOCK
(A)	DENOTES STREET NAME CHANGE
9999	LOT AREA (SQUARE FEET)
▲	DENOTES KEY LOT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°41'47"E	100.00
L2	N09°43'22"E	38.03
L3	N09°41'47"W	25.00
L4	N22°55'25"E	81.27
L5	N42°41'49"E	98.72
L6	S88°26'29"E	76.91
L7	S86°28'34"E	56.94
L8	S86°34'46"E	52.63
L9	S85°05'25"E	52.63
L10	S83°55'41"E	52.63
L11	S82°14'02"E	52.63
L12	S81°01'29"E	52.62
L13	S80°27'50"E	52.62
L14	S78°00'27"E	52.62
L15	S78°50'07"E	52.61
L16	S77°31'41"E	64.49
L17	S73°07'39"E	64.49
L18	S71°11'52"E	58.55
L19	S70°39'43"E	55.00
L20	S69°29'28"E	58.09
L21	S69°36'47"E	52.00
L22	S69°46'05"E	50.00
L23	S73°24'57"E	50.03
L24	S77°31'17"E	50.03
L25	S80°30'21"E	50.02
L26	S83°00'35"E	50.94
L27	S83°17'06"E	50.78
L28	S83°57'40"E	129.28
L29	S82°55'09"E	82.17
L30	S78°49'01"E	23.51
L31	S80°22'53"E	58.69
L32	S74°02'22"E	99.34
L33	N00°22'50"W	166.68
L34	N08°37'38"E	83.30
L35	N19°17'39"E	73.06
L36	N07°16'09"E	130.26
L37	N11°18'08"E	63.71
L38	N00°31'52"W	9.20
L39	N00°38'59"E	54.62
L40	N02°35'56"E	54.69
L41	N05°45'05"E	55.76
L42	N03°43'46"E	60.00
L43	S88°41'17"E	50.42
L44	S84°33'05"E	50.59
L45	S80°20'22"E	55.24
L46	S75°54'39"E	56.03
L47	S71°26'36"E	56.22
L48	S66°8'39"E	56.40
L49	S62°29'30"E	55.90
L50	S60°53'16"E	115.52
L51	S81°59'33"E	31.71
L52	S51°58'44"E	24.68
L53	S15°20'55"W	20.00
L54	S74°39'05"E	50.00
L55	N15°20'55"E	20.00
L56	N45°18'36"E	35.36
L57	S89°41'24"W	50.00
L58	S44°41'24"W	35.36
L59	N45°18'36"E	35.36
L60	S89°41'24"W	50.00
L61	S44°41'24"W	35.36
L62	N37°10'48"W	22.08
L63	N37°10'48"W	7.08
L64	S30°38'20"E	20.17
L65	S30°38'20"E	32.19
L66	N78°27'36"E	51.35
L67	N79°00'00"W	50.99
L68	S57°53'21"E	40.83
L69	S57°53'21"E	23.29
L70	N07°37'33"E	12.18
L71	S44°41'24"W	35.36
L72	S45°18'36"E	35.36
L73	S51°26'18"W	34.96
L74	S37°16'36"E	34.96
L75	S45°41'47"E	14.14
L76	N44°18'13"E	14.14
L77	N44°18'13"E	14.14
L78	S39°27'57"E	16.94
L79	N44°18'13"E	14.14
L80	N45°41'47"W	14.14
L81	N44°18'13"E	14.14
L82	N73°43'53"E	17.14
L83	N23°32'33"W	13.75
L84	N69°28'22"E	13.75
L85	S72°43'43"W	14.24
L86	N26°45'13"W	16.35
L87	S65°20'25"W	14.15
L88	S34°18'22"E	14.38
L89	S53°45'05"W	14.38
L90	N24°28'57"W	14.17
L91	S60°44'28"W	14.04
L92	N29°15'04"W	14.24
L93	S59°57'54"W	14.24
L94	S30°02'38"E	14.04
L95	S45°41'47"E	14.14
L96	S44°18'13"W	14.14
L97	N45°41'47"W	14.14
L98	S44°18'13"W	14.14
L99	N52°47'11"E	14.04
L100	N37°59'54"W	14.04
L101	S44°46'22"W	14.03
L102	S45°41'47"E	14.14
L103	N45°18'36"W	14.14
L104	S44°41'24"W	14.14
L105	N45°18'36"W	14.14
L106	S44°41'24"W	14.14

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	16°02'42"	580.00	162.42	81.75	S07°19'34"W	161.89
C2	20°13'51"	2215.00	782.11	395.17	N79°29'36"W	778.05
C3	13°32'29"	915.00	216.25	108.63	S76°08'54"E	215.75
C4	11°02'24"	1740.00	335.27	168.16	N23°36'36"E	334.75
C5	08°05'26"	860.00	121.44	60.82	S03°20'56"W	121.34
C6	91°05'16"	35.50	56.44	36.18	S44°50'51"W	50.68
C7	90°00'00"	35.50	55.76	35.50	S45°41'47"E	50.20
C8	21°19'07"	300.00	111.62	56.47	S09°57'46"W	110.98
C9	10°25'09"	300.00	54.55	27.35	N04°30'47"E	54.48
C10	29°49'35"	860.00	447.69	229.04	N75°47'00"W	442.65
C11	101°00'33"	35.50	62.58	43.07	N32°24'52"W	54.79
C12	38°45'04"	580.00	392.27	203.97	N71°19'16"W	384.84
C13	90°00'00"	35.50	55.76	35.50	N44°18'13"E	50.20
C14	15°14'26"	300.00	79.80	40.14	N83°04'34"W	79.56
C15	61°50'50"	35.50	38.32	21.27	N73°37'14"E	36.49
C16	19°46'23"	300.00	103.53	52.29	N32°48'37"E	103.02
C17	158°21'14"	60.00	165.83	313.84	S44°52'33"W	117.87
C18	168°14'54"	60.00	176.19	583.02	N32°21'08"W	119.37
C19	157°06'53"	60.00	164.53	296.43	S45°41'47"E	117.61
C20	157°06'53"	60.00	164.53	296.43	S44°18'13"W	117.61
C21	127°01'05"	60.00	133.01	120.39	N72°38'55"E	107.40
C22	270°00'00"	50.00	235.62	50.00	N44°18'13"E	70.71
C23	13°32'29"	595.00	140.62	70.64	N76°08'54"W	140.30
C24	20°55'56"	2535.00	926.13	468.28	N79°50'38"W	920.99
C25	14°30'03"	2475.00	626.40	327.59	S83°06'34"E	624.73
C26	13°32'29"	655.00	154.80	77.76	S76°08'54"E	154.44
C27	04°06'53"	2475.00	177.80	101.46	S71°26'08"E	177.76
C28	25°35'57"	190.00	84.89	43.17	N24°22'49"W	84.19
C29	80°00'20"	10.50	14.66		N50°41'37"W	13.50

FINAL PLAT SUTTON FIELDS PHASE 1A

TRACT 1 ~ 6.765 ACRES
TRACT 2 ~ 14.294 ACRES
TRACT 3 ~ 49.500 ACRES
TRACT 4 ~ 4.225 ACRES
74.784 ACRES TOTAL
318 RESIDENTIAL LOTS
10 NON-RESIDENTIAL LOTS
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411
CITY OF CELINA
DENTON COUNTY, TEXAS

RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

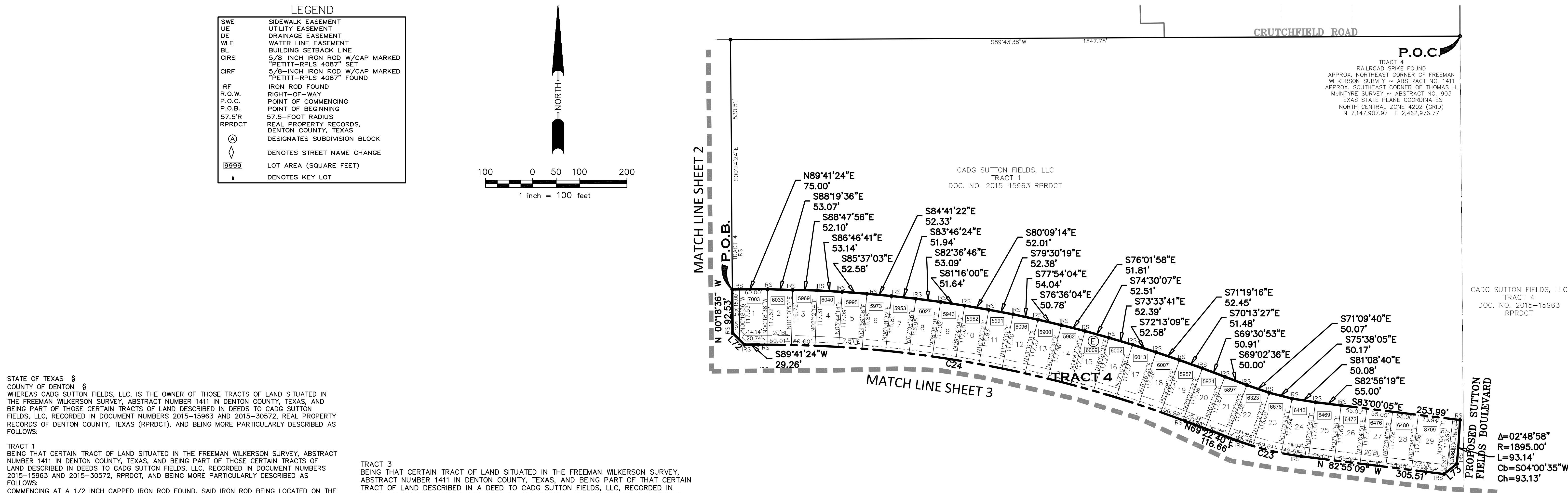
OWNER: CADG SUTTON FIELDS, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469) 892-7200

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 N. Greenville Dr. Ste. 212
Richardson, Texas 75081
Tel. (214) 221-9955
Fax (214) 340-3550
DATE: APRIL 2017
JNICHOLS@PETITTBARRAZA.COM
SCALE: 1"=100'
JOB NO. 1401301

"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."



STATE OF TEXAS §
COUNTY OF DENTON §
WHEREAS CADG SUTTON FIELDS, LLC, IS THE OWNER OF THOSE TRACTS OF LAND SITUATED IN THE FREEMAN WILKINSON SURVEY, ABSTRACT NUMBER 1411 IN DENTON COUNTY, TEXAS, AND BEING PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN DEEDS TO CADG SUTTON FIELDS, LLC, RECORDED IN DOCUMENT NUMBERS 2015-15963 AND 2015-30572, REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS (RPRDCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1
BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY, ABSTRACT
NUMBER 1411 IN DENTON COUNTY, TEXAS, AND BEING PART OF THOSE CERTAIN TRACTS OF
LAND DESCRIBED IN DEEDS TO CADG SUTTON FIELDS, LLC, RECORDED IN DOCUMENT NUMBERS
2015-15963 AND 2015-30572, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED IRON ROD FOUND, SAID IRON ROD BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF FARM TO MARKET (FM) ROAD NO. 1385 (VARIABLE WIDTH RIGHT-OF-WAY) AND ALSO BEING THE NORTHWEST CORNER OF COUNTRYVIEW ADDITION, AN ADDITION TO DENTON COUNTY ACCORDING TO THE FINAL PLAT RECORDED IN CABINET F, PAGE 267, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 89°15'45" EAST, WITH THE SOUTH LINE OF CADG SUTTON FIELDS TRACT 3 AND THE NORTH LINE OF COUNTRYVIEW ADDITION, AS RECORDED IN CABINET F, PAGE 267, PLAT RECORDS OF DENTON COUNTY, TEXAS (PRDCT), A DISTANCE OF 40.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT--RPLS 4087" SET FOR THE POINT OF BEGINNING; THENCE OVER AND ACROSS SAID CADG TRACTS THE FOLLOWING COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT--RPLS 4087" SET FOR CORNERS:

NORTH 01°37'30" EAST, A DISTANCE OF 672.10 FEET;
NORTH 45°39'27" EAST, A DISTANCE OF 35.95 FEET;
NORTH 89°41'24" EAST, A DISTANCE OF 123.95 FEET;
NORTH 78°27'36" EAST, A DISTANCE OF 51.35 FEET;
NORTH 89°41'24" EAST, A DISTANCE OF 291.52 FEET;
SOUTH 45°18'36" EAST, A DISTANCE OF 35.36 FEET;
SOUTH 00°18'36" EAST, A DISTANCE OF 29.57 FEET;

SOUTH 89°41'24" WEST, A DISTANCE OF 115.01 FEET;
AND SOUTH 00°18'36" EAST, A DISTANCE OF 648.96 FEET, SAID IRON ROD ALSO BEING ON THE
SOUTH LINE OF SAID TRACT 3 AND NORTH LINE OF SAID COUNTRYVIEW ADDITION;
THENCE SOUTH 89°15'45" WEST, WITH SAID COMMON LINE, A DISTANCE OF 424.36 FEET TO THE
POINT OF BEGINNING, AND CONTAINING 6.765 ACRES OF LAND, MORE OR LESS.

TRACT 2
BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY, ABSTRACT
NUMBER 1411 IN DENTON COUNTY, TEXAS, AND BEING PART OF THOSE CERTAIN TRACTS OF
LAND DESCRIBED IN DEEDS TO CADG SUTTON FIELDS, LLC, RECORDED IN DOCUMENT NUMBERS
2015-15963 AND 2015-30572, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED IRON ROD FOUND, SAID IRON ROD BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF FARM TO MARKET (FM) ROAD NO. 1385 (VARIABLE WIDTH RIGHT-OF-WAY) AND ALSO BEING THE NORTHWEST CORNER OF COUNTRYVIEW ADDITION, AN ADDITION TO DENTON COUNTY ACCORDING TO THE FINAL PLAT RECORDED IN CABINET F, PAGE 267, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 01°28'19" EAST, WITH SAID EAST RIGHT-OF-WAY LINE OF FM NO. 1385, A
DISTANCE OF 310.73 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;
THENCE NORTH 01°22'30" EAST, CONTINUING WITH SAID EAST RIGHT-OF-WAY LINE OF FM NO.
1385, A DISTANCE OF 204.07 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;
THENCE NORTH 01°32'20" EAST, CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF FM NO.
1385, A DISTANCE OF 264.35 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS
4087" SET FOR CORNER;

THENCE SOUTH 88°47'40" EAST, DEPARTING SAID EAST RIGHT-OF-WAY, A DISTANCE OF 67.07 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE POINT OF BEGINNING;
THENCE OVER AND ACROSS SAID CADG SUTTON FIELDS TRACT THE FOLLOWING COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT-RPLS 4087" SET FOR CORNERS:

NORTH 44°20'33" WEST, A DISTANCE OF 34.75 FEET;
NORTH 01°37'30" EAST, A DISTANCE OF 544.28 FEET;
NORTH 45°40'34" EAST, A DISTANCE OF 35.94 FEET;
NORTH 89°43'38" EAST, A DISTANCE OF 353.05 FEET;
SOUTH 00°18'36" EAST, A DISTANCE OF 342.70 FEET
NORTH 89°41'24" EAST, A DISTANCE OF 115.01 FEET;
NORTH 00°18'36" WEST, A DISTANCE OF 29.00 FEET;

NORTH 89°41'24" EAST, A DISTANCE OF 1139.91 FEET;
SOUTH 00°18'36" EAST, A DISTANCE OF 28.00 FEET;
NORTH 89°41'24" EAST, A DISTANCE OF 129.80 FEET;
SOUTH 00°18'36" EAST, A DISTANCE OF 237.00 FEET;
SOUTH 44°41'24" WEST, A DISTANCE OF 35.36 FEET;
SOUTH 89°41'24" WEST, A DISTANCE OF 79.80 FEET;
NORTH 45°18'36" WEST, A DISTANCE OF 35.36 FEET;

SOUTH 89°41'24" WEST, A DISTANCE OF 50.00 FEET;
SOUTH 44°41'24" WEST, A DISTANCE OF 35.36 FEET;
SOUTH 89°41'24" WEST, A DISTANCE OF 989.91 FEET;
NORTH 45°18'36" WEST, A DISTANCE OF 35.36 FEET;
SOUTH 89°41'24" WEST, A DISTANCE OF 50.00 FEET;
SOUTH 44°41'24" WEST, A DISTANCE OF 35.36 FEET;
SOUTH 89°41'24" WEST, A DISTANCE OF 991.88 FEET;

AND SOUTH 89°41'24" WEST, A DISTANCE OF 121.24 FEET TO THE POINT OF BEGINNING, AND CONTAINING 14.294 ACRES OF LAND, MORE OR LESS.

TRACT 3
BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY,
ABSTRACT NUMBER 1411 IN DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN
TRACT OF LAND DESCRIBED IN A DEED TO CADG SUTTON FIELDS, LLC, RECORDED IN
DOCUMENT NUMBER 2015-15963, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

BEGINNING AT A POINT IN TREE FROM WHICH A 1/2-INCH IRON ROD BEARS SOUTH 89°26'31" WEST, A DISTANCE OF 1.51 FEET, SAID POINT BEING THE NORTHEAST CORNER OF COUNTYVIEW ADDITION, AN ADDITION TO DENTON COUNTY ACCORDING TO THE FINAL PLAT RECORDED IN CABINET F, PAGE 267, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS. SAID IRON ROD ALSO BEING IN THE WESTERLY LINE OF SAID CADG TRACT:

THENCE NORTH 89°39'05" EAST, A DISTANCE OF 9.96 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;
THENCE OVER AND ACROSS SAID CADG SUTTON FIELDS TRACTS THE FOLLOWING COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED 'PETITT--RPLS 4087" SET FOR CORNER:

NORTH 00°18'36" WEST, A DISTANCE OF 694.32 FEET;
NORTH 89°41'24" EAST, A DISTANCE OF 149.07 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT BEARS SOUTH 83°03'34" EAST FOR 624.73 FEET, A CENTRAL ANGLE OF 14°30'03", AND A RADIUS OF 2475.00 FEET, FOR AN ARC DISTANCE OF 626.40 FEET;
SOUTH 30°05'08" EAST, A DISTANCE OF 35.09 FEET.

SOUTH 35°05'06" EAST, A DISTANCE OF 55.09 FEET;
SOUTH 74°39'05" EAST, A DISTANCE OF 50.00 FEET;
NORTH 60°46'58" EAST, A DISTANCE OF 35.09 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT BEARS SOUTH 71°26'08" EAST FOR 177.76 FEET, A CENTRAL ANGLE OF 04°06'53", AND A RADIUS OF 2475.00 FEET, FOR AN ARC DISTANCE OF 177.80 FEET;
NORTH 60°46'58" EAST, A DISTANCE OF 35.09 FEET, SAID IRON ROD ALSO BEING THE

SOUTH 69°22'40" EAST, A DISTANCE OF 116.66 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, WHICH HAS A CHORD THAT BEARS SOUTH 76°08'54" EAST FOR 154.44 FEET, A CENTRAL ANGLE OF 13°32'29", AND A RADIUS OF 655.00 FEET, FOR AN ARC DISTANCE OF 154.80 FEET;
SOUTH 82°55'09" EAST, A DISTANCE OF 305.51 FEET;
SOUTH 37°16'36" EAST, A DISTANCE OF 34.96 FEET, SAID IRON ROD ALSO BEING THE

BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT BEARS
SOUTH 18°10'52" WEST FOR 621.43 FEET, A CENTRAL ANGLE OF 18°52'28", AND A
RADIUS OF 1895.00 FEET, FOR AN ARC DISTANCE OF 624.25 FEET;
SOUTH 73°33'47" WEST, A DISTANCE OF 35.00 FEET;
SOUTH 29°07'48" WEST, A DISTANCE OF 50.00 FEET;
SOUTH 15°18'11" EAST, A DISTANCE OF 35.00 FEET, SAID IRON ROD ALSO BEING THE

BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT
BEARS SOUTH 33°35'32" WEST FOR 195.08 FEET, A CENTRAL ANGLE OF 05°54'03", AND
A RADIUS OF 1895.00 FEET, FOR AN ARC DISTANCE OF 195.17 FEET;
SOUTH 82°29'11" WEST, A DISTANCE OF 35.00 FEET;
SOUTH 38°03'16" WEST, A DISTANCE OF 50.00 FEET;
SOUTH 06°22'43" EAST, A DISTANCE OF 35.00 FEET. SAID IRON ROD ALSO BEING THE

SOUTHWEASTERLY, ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT BEARS SOUTH 41°07'54" WEST FOR 103.53 FEET, A CENTRAL ANGLE OF 03°07'50", AND A RADIUS OF 1895.00 FEET, FOR AN ARC DISTANCE OF 103.54 FEET;
SOUTH 42°41'49" WEST, A DISTANCE OF 169.03 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
SOUTHWESTERY ALONG SAID CURVE TO THE LEFT, WHICH HAS A CHORD THAT BEARS

SOUTH 34°40'00" WEST FOR 403.72 FEET, A CENTRAL ANGLE OF 16°03'37", AND A RADIUS OF 1445.00 FEET, FOR AN ARC DISTANCE OF 405.04 FEET;
NORTH 63°21'49" WEST, A DISTANCE OF 51.22 FEET;
SOUTH 89°18'13" WEST, A DISTANCE OF 619.39 FEET;
NORTH 00°41'47" WEST, A DISTANCE OF 5.00 FEET;
AND SOUTH 89°18'13" WEST, A DISTANCE OF 129.75 FEET, SAID IRON ROD ALSO BEING

LOCATED IN THE WESTERLY LINE OF CADG SUTTON FIELDS TRACT AND IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO LEE A. BROWN, AS RECORDED IN DOCUMENT NUMBER 2003-122624 (RPDRD);
THENCE NORTH 00°24'23" WEST, WITH SAID COMMON LINE, A DISTANCE OF 452.70 FEET TO A 5/8"-INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 12 OR SAID COUNTRYVIEW ADDITION, SAID POINT ALSO BEING IN THE WESTERLY LINE OF SAID CADG SUTTON FIELDS TRACT;

THENCE NORTH 00°07'02" WEST, WITH SAID COMMON LINE, A DISTANCE OF 588.62 FEET TO THE POINT OF BEGINNING, AND CONTAINING 49.500 ACRES OF LAND, MORE OR LESS.

TRACT 4
BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY,
ABSTRACT NUMBER 1411 IN DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN
TRACT OF LAND DESCRIBED IN A DEED TO CADG SUTTON FIELDS, LLC, RECORDED IN
DOCUMENT NUMBER 2015-15963, RPRDCT, AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE OF CRUTCHFIELD ROAD (AN UNDEDICATED PUBLIC ROAD), SAID RAILROAD SPIKE ALSO BEING THE NORTHEAST CORNER OF SAID CADG TRACT 1;
THENCE SOUTH 89°43'38" WEST, WITH SAID CENTERLINE AND THE NORTH LINE OF SAID CADG TRACT, A DISTANCE OF 1547.78 FEET TO A 5/8-INCH IRON ROD WITH CAP

MARKED "PETITT-RPLS 4087" SET, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH 89°43'38" WEST, A DISTANCE OF 109.89 FEET; THENCE SOUTH 00°24'24" EAST, DEPARTING SAID CENTERLINE AND NORTH LINE, A DISTANCE OF 530.51 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE POINT OF BEGINNING;

THENCE OVER AND ACROSS SAID CADG TRACT, THE FOLLOWING COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT-RPLS 4087" SET FOR CORNERS:

NORTH 89°41'24" EAST, A DISTANCE OF 75.00 FEET;
SOUTH 88°19'36" EAST, A DISTANCE OF 53.07 FEET;
SOUTH 88°47'56" EAST, A DISTANCE OF 52.10 FEET;
SOUTH 86°46'41" EAST, A DISTANCE OF 53.14 FEET;
SOUTH 85°37'03" EAST, A DISTANCE OF 52.58 FEET;
SOUTH 84°41'22" EAST, A DISTANCE OF 52.33 FEET;
SOUTH 83°46'24" EAST, A DISTANCE OF 51.94 FEET;
SOUTH 82°36'46" EAST, A DISTANCE OF 53.09 FEET;

SOUTH 81°16'00" EAST, A DISTANCE OF 51.64 FEET;
SOUTH 80°09'14" EAST, A DISTANCE OF 52.01 FEET;
SOUTH 79°30'19" EAST, A DISTANCE OF 52.38 FEET;
SOUTH 77°54'04" EAST, A DISTANCE OF 54.04 FEET;
SOUTH 76°36'04" EAST, A DISTANCE OF 50.78 FEET;
SOUTH 76°01'58" EAST, A DISTANCE OF 51.81 FEET;
SOUTH 74°30'07" EAST, A DISTANCE OF 52.51 FEET;
SOUTH 73°33'41" EAST, A DISTANCE OF 52.39 FEET;

SOUTH	73°53'41"	EAST,	A DISTANCE	OF	52.59 FEET;
SOUTH	72°13'09"	EAST,	A DISTANCE	OF	52.58 FEET;
SOUTH	71°19'16"	EAST,	A DISTANCE	OF	52.45 FEET;
SOUTH	70°13'27"	EAST,	A DISTANCE	OF	51.48 FEET;
SOUTH	69°30'53"	EAST,	A DISTANCE	OF	50.91 FEET;
SOUTH	69°02'36"	EAST,	A DISTANCE	OF	50.00 FEET;
SOUTH	71°09'40"	EAST,	A DISTANCE	OF	50.07 FEET;
SOUTH	75°38'05"	EAST,	A DISTANCE	OF	50.17 FEET;

SOUTH 81°08'40" EAST, A DISTANCE OF 50.08 FEET;
SOUTH 82°56'19" EAST, A DISTANCE OF 55.00 FEET;
SOUTH 83°00'05" EAST, A DISTANCE OF 253.99 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT BEARS SOUTH 04°00'35" WEST FOR 93.13 FEET, A CENTRAL ANGLE OF 02°48'58", AND A RADIUS OF 1895.00, FOR AN ARC DISTANCE OF 93.14 FEET;
SOUTH 51°26'18" WEST, A DISTANCE OF 34.96 FEET;
SAID IRON ROD ALSO BEING THE

NORTH 82°55'09" WEST, A DISTANCE OF 305.51 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
NORTHWESTHEASTLY ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT BEARS NORTH 76°08'18" WEST FOR 40.30 FEET, A CENTRAL ANGLE OF 13°32'29", AND A RADIUS OF 395.00 FEET, FOR 100.30 FEET, A DISTANCE OF 140.62 FEET;
NORTH 69°22'40" WEST, A DISTANCE OF 116.66 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
NORTHWESTHEASTLY ALONG SAID CURVE TO THE LEFT, WHICH HAS A CHORD THAT BEARS NORTH 29°50'38" WEST FOR 920.99 FEET, A CENTRAL ANGLE OF 20°55'56", AND A

NORTH 79°55'58" WEST FOR 920.99 FEET, A CENTRAL ANGLE OF 20°55'58", AND A RADIUS OF 2535.00 FEET, FOR AN ARC DISTANCE OF 926.13 FEET;
SOUTH 89°41'24" WEST, A DISTANCE OF 29.26 FEET;
NORTH 45°18'36" WEST, A DISTANCE OF 35.36 FEET;
AND NORTH 00°18'36" WEST, A DISTANCE OF 92.53 FEET TO THE POINT OF BEGINNING,
AND CONTAINING 4.225 ACRES OF LAND, MORE OR LESS.

IN ALL CONTAINING A TOTAL OF 75.233 ACRES OF LAND, MORE OR LESS.

RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

OWNER: CADG SUTTON FIELDS, LLC.
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469) 892-7200

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 N. Glenville Dr. Ste. 212 Tel. No. (214) 221-9955
Richardson, Texas 75081 Fax No. (214) 340-3550
DATE: APRIL 2017 SCALE: 1"=100'
JNICHOLS@PETITTBARRAZA.COM JOB NO. 1401301

"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."



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: June 13, 2017
Re: Sutton Fields Phase 1B Final Plat

Action Requested:

Consider and act on a Final Plat for Sutton Fields Phase 1B, being a ± 50.470 acre tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, Thomas B. Cox Survey, Abstract No. 309, Carrol Jackson Survey, Abstract No. 1546, and Jacob Rue Survey, Abstract No. 1109, City of Celina, Denton, County, containing 197 residential lots and 5 non-residential lots. The property is generally located south of Crutchfield Road, east of FM 1385, north of Parvin Road, and west of Smiley Road. (Sutton Fields 1B Final Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Sutton Fields Phase 1B and determined that it meets all requirements.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously recommended approval of the Final Plat at the May 15, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented, however, the plat will not be filed until final acceptance by the Engineering Department.

NOTES:

1. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" (UNSHADED) ON THE FLOOD INSURANCE RATE MAP, MAP NO. 48121C0270G, REVISION DATE APRIL 18, 2011. ZONE X (UNSHADED) IS DEFINED THEREON AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
2. ALL PERIMETER PROPERTY CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" SET, UNLESS NOTED OTHERWISE.
3. ALL "X" LOTS (HOA LOTS) SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA).
4. THE BEARINGS SHOWN AND REITED HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM - NAD 83 (CORES TEXAS NORTH CENTRAL ZONE NO. 4202). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677.
5. THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF CELINA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES, SUCCESSORS AND ASSIGNS: THE PORTION OF BLOCK VVV, LOT 3X AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN ACCESSIBLE AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION, NO CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT, AS HEREIN ABOVE DEFINED SHALL BE PERMITTED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY DRAINAGE IN OR ADJACENT TO THE SUBDIVISION, THEN IN SUCH EVENT, THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OR MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVATE ANY UNSANITARY CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DENIED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE FAILURE OF ANY STRUCTURE OR STRUCTURES, WITHIN THE EASEMENT.
6. 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.
7. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP HE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS, OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.
8. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON, AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.
9. 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. 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 AD 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.
10. DETENTION PONDS ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIMMIE D. NICHOLS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

"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."

SIGNATURE OF THE REGISTERED PROFESSIONAL

TEXAS REGISTRATION NO.

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JIMMIE D. NICHOLS, REGISTERED PUBLIC LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, DENTON COUNTY, TEXAS.

SIGNATURE OF MAYOR DATE OF APPROVAL

ATTEST:

CITY SECRETARY DATE

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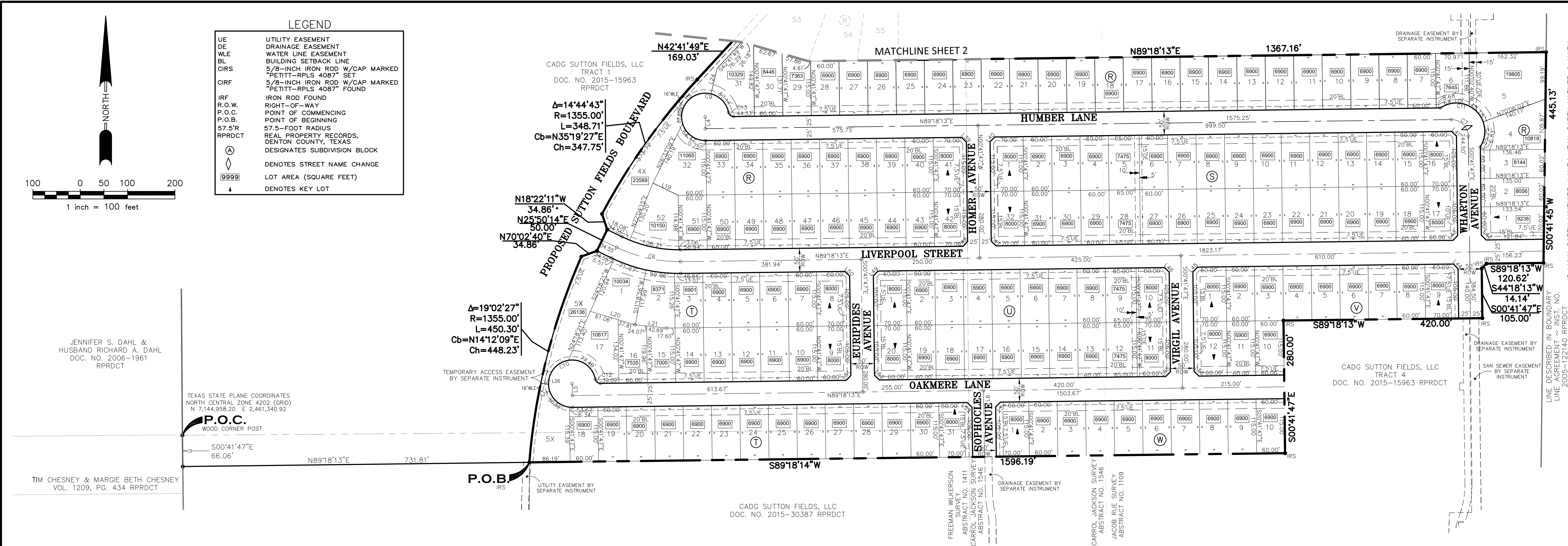
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STATE OF TEXAS, §
COUNTY OF DENTON, §
WHEREAS CADG SUTTON FIELDS, LLC, IS THE OWNER OF A TRACT OF LAND SITUATED IN THE FREEMAN WILKERSON SURVEY, ABSTRACT NUMBER 1411, THOMAS B. COX SURVEY, ABSTRACT NUMBER 309, CARROL JACKSON SURVEY, ABSTRACT NUMBER 1546, AND JACOB RUE SURVEY, ABSTRACT NUMBER 1109 IN DENTON COUNTY, TEXAS, AND BEING PART OF TRACTS OF LAND DESCRIBED IN DEEDS TO CADG SUTTON FIELDS, LLC, RECORDED IN DOCUMENT NUMBERS 2015-15963 (TRACT 1 AND TRACT 4) AND 2015-30387, REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS (RPRDCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A WOOD CORNER POST FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT 1, SAID POST ALSO BEING THE NORTHWEST CORNER OF SAID DEED RECORDED IN DOCUMENT NUMBER 2015-30387, FROM WHICH A 5/8-INCH IRON ROD BEARS SOUTH 16°28'53" WEST, A DISTANCE OF 1.57 FEET;
THENCE SOUTH 00°41'47" EAST, WITH THE WEST LINE OF SAID CADG TRACT RECORDED IN DOCUMENT NUMBER 2015-30387, A DISTANCE OF 66.06 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 40857" SET FOR CORNER;
THENCE NORTH 89°18'13" EAST, A DISTANCE OF 731.81 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR THE POINT OF BEGINNING, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
THENCE, OVER AND ACROSS SAID CADG TRACTS THE FOLLOWING COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT-RPLS 4087" SET FOR CORNER:
NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT BEARS NORTH 14°12'09" EAST FOR 448.23 FEET, A CENTRAL ANGLE OF 19°02'27", AND A RADIUS OF 1355.00 FEET, FOR AN ARC DISTANCE OF 450.30 FEET;
NORTH 70°02'40" EAST, A DISTANCE OF 34.86 FEET;
NORTH 25°50'14" EAST, A DISTANCE OF 50.00 FEET;
NORTH 18°22'11" WEST, A DISTANCE OF 34.86 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT BEARS NORTH 35°19'27" EAST FOR 347.75 FEET, A CENTRAL ANGLE OF 14°44'43", AND A RADIUS OF 1355.00 FEET, FOR AN ARC DISTANCE OF 348.71 FEET;
NORTH 42°41'49" EAST, A DISTANCE OF 169.03 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, WHICH HAS A CHORD THAT BEARS NORTH 41°05'46" EAST FOR 110.90 FEET, A CENTRAL ANGLE OF 03°12'05", AND A RADIUS OF 1985.00 FEET, FOR AN ARC DISTANCE OF 110.92 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
NORTH 81°49'48" EAST, A DISTANCE OF 36.75 FEET;
NORTH 38°01'50" EAST, A DISTANCE OF 50.29 FEET;
NORTH 09°34'23" WEST, A DISTANCE OF 34.39 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, WHICH HAS A CHORD THAT BEARS NORTH 33°34'29" EAST FOR 210.10 FEET, A CENTRAL ANGLE OF 06°04'02", AND A RADIUS OF 1985.00 FEET, FOR AN ARC DISTANCE OF 210.20 FEET;
NORTH 73°56'29" EAST, A DISTANCE OF 36.11 FEET;
NORTH 29°05'52" EAST, A DISTANCE OF 50.01 FEET;
NORTH 17°08'32" WEST, A DISTANCE OF 35.26 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

CONTINUED:
NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, WHICH HAS A CHORD THAT BEARS NORTH 20°46'22" EAST FOR 475.66 FEET, A CENTRAL ANGLE OF 13°45'46", AND A RADIUS OF 1985.00 FEET, FOR AN ARC DISTANCE OF 476.81 FEET;
NORTH 58°08'02" EAST, A DISTANCE OF 35.60 FEET;
NORTH 12°27'04" EAST, A DISTANCE OF 50.00 FEET;
NORTH 32°56'59" WEST, A DISTANCE OF 35.78 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, WHICH HAS A CHORD THAT BEARS NORTH 07°24'48" EAST FOR 248.70 FEET, A CENTRAL ANGLE OF 07°11'00", AND A RADIUS OF 1985.00 FEET, FOR AN ARC DISTANCE OF 248.87 FEET;
NORTH 47°55'15" EAST, A DISTANCE OF 35.69 FEET;
SOUTH 87°37'18" EAST, A DISTANCE OF 375.03 FEET;
SOUTH 42°15'46" EAST, A DISTANCE OF 14.05 FEET, SAID IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, WHICH HAS A CHORD THAT BEARS SOUTH 04°49'19" WEST FOR 134.26 FEET, A CENTRAL ANGLE OF 03°12'44", AND A RADIUS OF 2395.00 FEET, FOR AN ARC DISTANCE OF 134.27 FEET;
SOUTH 83°34'19" EAST, A DISTANCE OF 50.00 FEET;
SOUTH 82°59'10" EAST, A DISTANCE OF 115.08 FEET;
SOUTH 07°00'50" WEST, A DISTANCE OF 50.00 FEET;
SOUTH 08°38'01" WEST, A DISTANCE OF 91.90 FEET;
SOUTH 10°31'15" WEST, A DISTANCE OF 79.58 FEET;
SOUTH 12°18'08" WEST, A DISTANCE OF 79.58 FEET;
SOUTH 14°05'00" WEST, A DISTANCE OF 79.58 FEET;
SOUTH 15°53'29" WEST, A DISTANCE OF 81.96 FEET;
SOUTH 17°38'39" WEST, A DISTANCE OF 76.00 FEET;
SOUTH 13°54'11" WEST, A DISTANCE OF 61.67 FEET;
SOUTH 06°55'46" WEST, A DISTANCE OF 45.36 FEET;
SOUTH 00°55'40" WEST, A DISTANCE OF 55.53 FEET;
SOUTH 00°23'16" EAST, A DISTANCE OF 50.00 FEET;
SOUTH 89°36'44" WEST, A DISTANCE OF 45.87 FEET;
SOUTH 00°23'16" EAST, A DISTANCE OF 115.00 FEET;
SOUTH 89°36'44" WEST, A DISTANCE OF 552.07 FEET;
SOUTH 00°23'16" EAST, A DISTANCE OF 165.00 FEET;
SOUTH 89°36'44" WEST, A DISTANCE OF 41.70 FEET;
SOUTH 00°23'16" EAST, A DISTANCE OF 121.55 FEET;
AND NORTH 89°18'13" EAST, A DISTANCE OF 1367.16 FEET, SAID IRON ROD BEING IN THE EASTERLY LINE OF SAID CADG TRACT 4 AND A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT, RECORDED IN INSTRUMENT NUMBER 2005-122140, RPRDCT;
THENCE SOUTH 00°41'45" WEST, WITH SAID LINE DESCRIBED IN BOUNDARY LINE AGREEMENT, A DISTANCE OF 445.13 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;
THENCE, DEPARTING SAID LINE DESCRIBED IN BOUNDARY LINE AGREEMENT, OVER AND ACROSS SAID CADG TRACTS THE FOLLOWING COURSES AND DISTANCES TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT-RPLS 4087" SET FOR CORNERS:
SOUTH 89°18'13" WEST, A DISTANCE OF 120.62 FEET;
SOUTH 44°18'13" WEST, A DISTANCE OF 14.14 FEET;
SOUTH 00°41'47" EAST, A DISTANCE OF 105.00 FEET;
SOUTH 89°18'13" WEST, A DISTANCE OF 420.00 FEET;
SOUTH 00°41'47" EAST, A DISTANCE OF 280.00 FEET;
AND SOUTH 89°18'14" WEST, A DISTANCE OF 1596.19 FEET TO THE POINT OF BEGINNING, AND CONTAINING 50.554 ACRES OF LAND, MORE OR LESS.

OWNER'S DEDICATION
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT CADG SUTTON FIELDS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH HIS/HER(ITS) DULY AUTHORIZED OFFICER(S), DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS SUTTON FIELDS PHASE 1A, AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON. THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES. SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.
THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS
WITNESS, MY HAND THIS THE ____ DAY OF _____, 2017.
BY: CADG SUTTON FIELDS, LLC,
A TEXAS LIMITED PARTNERSHIP
BY: CTMGT, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
IT'S SOLE MANAGER AND MEMBER
BY: _____
AUTHORIZED SIGNATURE OF OWNER
MEHRDAD MOAYEDI
SOLE MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF COLLIN
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, THE SOLE MANAGER AND MEMBER IF CTMGT, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.
GIVEN UNDER MY AND SEAL OF OFFICE, THIS ___ DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

FINAL PLAT SUTTON FIELDS PHASE 1B

50.470 ACRES
197 RESIDENTIAL LOTS
5 NON-RESIDENTIAL LOTS
SITUATED IN THE
FREEMAN WILKERSON SURVEY ~ ABSTRACT NO. 1411,
THOMAS B. COX SURVEY ~ ABSTRACT NO. 309,
CARROL JACKSON SURVEY ~ ABSTRACT NO. 1546, &
JACOB RUE SURVEY ~ ABSTRACT NO. 1109
CITY OF CELINA
DENTON COUNTY, TEXAS

RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

OWNER: CADG SUTTON FIELDS, LLC,
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469) 892-7200

DATE: MARCH 2017

SCALE: 1"=100'
JOB NO. 1401301

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 N. Glenville Dr. Ste. 212
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
JNICHOLS@PETITTBARRAZA.COM



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: June 13, 2017
 Re: Consider and act upon a request from Watan LC for consideration of fee reimbursements under the Neighborhood Empowerment Zone Policy. (Liebman)

Action Requested:

Consider and act upon a request from Watan LC for consideration of fee reimbursements under the Neighborhood Empowerment Zone policy. (Liebman)

Background Information:

- The applicant is requesting consideration of fee reimbursements under the adopted Neighborhood Empowerment Zone policy.
- The applicant is developing 18 residential lots in "Celina Village"; it is the developer's intent to have the design of each house inspired by the "craftsman" style architecture prevalent at the beginning of the previous century.
- The applicant is requesting a 75% reduction in their permitting fees for the houses within the development.
- The development's architectural designs are in conformance with the enhanced requirements needed to receive reimbursements under the NEZ.
- It is desired that this development inspires others to begin constructing additional developments within the downtown area.

Alternatives:

The City Council may choose to offer a reduction of up to 75% or may deny the request.

Financial Considerations:

Per the adopted Neighborhood Empowerment Zone policy applicants may have up to 75% of their building permit and impact fees (water, wastewater, and thoroughfare) reimbursed.

Options to consider: Prices based on a \$300,000 valuation.

25%

It is estimated that a 25% fee reduction will cost the City approximately \$73,534 in lost revenues.

It is estimated that the development will generate approximately \$40,000 in ad valorem taxes per year at buildout.

It is estimated that the lost revenues could be recouped in approximately two years at buildout.

50%

It is estimated that a 50% fee reduction will cost the City approximately \$147,069 in lost revenues.

It is estimated that the development will generate approximately \$40,000 in ad valorem taxes per year at

buildout.

It is estimated that the lost revenues could be recouped in approximately 3.5 years at buildout.

75%

It is estimated that a 75% fee reduction will cost the City approximately \$220,000 in lost revenues.

It is estimated that the development will generate approximately \$40,000 in ad valorem taxes per year at buildout.

It is estimated that the lost revenues could be recouped in approximately 5.5 years at buildout.

Legal Review:

N/A

Supporting Documents:

- Application
- Request letter

Staff Recommendation:

Staff considers that the applicant's request is in conformance with the intent of the Neighborhood Empowerment Zone policy.



NEIGHBORHOOD EMPOWERMENT ZONE APPLICATION

142 N. Ohio St.
Celina, Texas 75009

APPLICANT INFORMATION

Watan LC dba Celina Village
Contact Name: Assad Tajzoy Phone: 214.402.0943
Address: 6850 TPC Dr. Ste 210 City: McKinney State: TX Zip: 75070
Email Address: tajzoyinc@gmail.com

PROPERTY OWNER INFORMATION (If different from above)

Contact Name: Same Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
Email Address: _____

PROPERTY INFORMATION Celina Village Development

Address: 700 to 735 Mulberry Ct Acreage: 16 Lots
Legal Description: Celina Village, Block A, Lots 11-18; Block B Lots 1-

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specific or not. The granting of a Certificate of Eligibility does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. All work is subject to verification through approved final inspections.

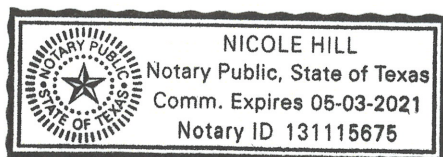
ADDRESS OF SUBJECT PROPERTY: 213 N Florida Celina Village Dev.

SIGNATURE: [Signature] DATE: May/23/2017

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Assad Tajzoy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND and seal of office this 23 day of May, 2017, A.D.

Nicole Hill



Notary Public

CELINA VILLAGE

May 23, 2017

Ms. Helen-Eve Liebman, Director of Planning and Development
Mr. Ben Rodriguez, Senior Planner, Planning and Development
City of Celina
142 N Ohio
Celina, TX 75009

Re: NEZ (Neighborhood Empowerment Zone) Application for Celina Village

Dear Helen-Eve and Ben,

I want to thank you for the time you spent recently meeting with me and my realtor, Kristy Campbell. It was very helpful and informative.

I am attaching the completed application for your review. We believe that Celina Village should be approved for the 75% reimbursement for permit fees based on the following:

1. The purpose of the NEZ is to promote revitalization of downtown residential neighborhoods through new construction that is built consistent with historic stylings. Celina Village is a new development near downtown zoned OTR and will do exactly what the NEZ is promoting. New homes will be constructed with the required elements so that this development will be different from any other development currently in Celina.
2. The development has been slow to sell lots due to the high impact fees of Celina. We have only sold two lots. We have had builders back away from the development because of the impact fees. These are small builders who do not have the material discounts available to them that large quantity builders do. We need the 75% reduction in fees to be competitive.
3. The City of Celina will see long term tax advantages of having 18 new residences in this development. This was a 3.59 acre plot of farm land that was generating very little revenue for the City. This new development will generate revenue for generations to come.

It is imperative to the future of Celina Village to get the approval of the City Council for the 75% reduction in permit fees through the NEZ. Thank you for your time and consideration. Please let me know if any further information is needed for the success of this endeavor.

Thank you,



Watan, LC
Celina Village
Assad Tajzoy
President

6850 TPC Drive, Suite 210, McKinney, Texas 75070

Attachment: Application & Request Letter (2053 : Celina Village NEZ)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: June 13, 2017
Re: O'Dell Elementary School Final Plat

Action Requested:

Consider and act on a Final Plat for O'Dell Elementary, being a ± 12 acre tract of land situated in the Shelby Glass Survey, Abstract No. 346, and the John Cahill Survey, Abstract 171, City of Celina, Collin County, containing one (1) lot. The property is generally located north of Punk Carter Parkway, and east of Palomino Lane. (O'Dell Elementary Final Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for O'Dell Elementary School and determined that it meets all requirements.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously recommended approval of the Final Plat at the May 15, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented, however, it will not be filed until final acceptance by the Engineering Department



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: June 13, 2017
Re: Ace Hardware Final Plat

Action Requested:

Consider and act on a Final Plat for Ace Hardware, being a ± 1.734 acre tract of land situated in the Herrin Addition, Lot 1R, Block A and is generally located north and east of S. Oklahoma Street (Business 289), south of Cherry Wood Lane, and west of Preston Road (SH 289), Celina, Texas. (Ace Hardware) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Ace Hardware and has determined it meets all requirements.

Board Review/Citizen Input:

The Planning & Zoning Commission unanimously recommended approval of the Final Plat at the May 15, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented, however, the plat will not be filed until final acceptance by the Engineering Department.

OWNER'S CERTIFICATE

STATE OF TEXAS)(
COUNTY OF COLLIN)(

KNOW ALL MEN BY THESE PRESENTS:

Whereas, DK Meyer Property, LLC, is the sole owner of a tract of a 1.374 acre tract of land situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas, being all of the tract of land described in the deed to DK Meyer Property, LLC recorded in Document Number 20161102001491140, Official Public Records of Collin County, Texas, also being Lot 1R, Block A, Herrin Addition, an addition to the City of Celina according to the plat recorded in Volume 2015, Page 202, Plat Records of Collin County, Texas, said 1.374 acre tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found in the northwesterly line of Preston Road (a variable width right-of-way) for the southeast common corner of said Lot 1R and Lot 2, Block A, Celina Fire Station #1, an addition to the City of Celina according to the plat recorded in Volume 2015, Page 398, Plat Records of Collin County, Texas;

THENCE North 70 degrees 28 minutes 15 seconds West, with the common line of said Lot 1R and Lot 2, Block A, a distance of 54.28 feet to a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found for corner;

THENCE North 60 degrees 28 minutes 06 seconds West, a distance of 156.83 feet to a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found for corner;

THENCE South 89 degrees 08 minutes 01 second West, a distance of 159.48 feet to a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found for the west common corner of said Lot 1R and Lot 2, Block A, and being in the east right-of-way line of Business Highway 289 (a 100 foot wide right-of-way);

THENCE North 00 degrees 38 minutes 51 seconds West, departing said common line of Lot 1R and Lot 2, Block A, with the east right-of-way line of said Business Highway 289, a distance of 119.94 feet the west common corner of said Lot 1R and Lot 4, Block A, Herrin Addition, an addition to the City of Celina according to the plat recorded in Volume 0, Page 570, Plat Records of Collin County, Texas, from which a 1/2 inch iron rod with a cap stamped "Isbell Engr" found bears North 70 degrees 44 minutes 55 seconds West, a distance of 0.30 feet;

THENCE North 89 degrees 10 minutes 50 seconds East, departing said east right-of-way, with the north line of said Lot 1R, a distance of 422.16 feet to a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found for the east common corner of said Lot 1R and Lot 2, Block A, of said Herrin Addition, as recorded in said Volume 0, Page 570, and being in northwesterly right-of-way line of said Preston Road;

THENCE South 17 degrees 55 minutes 14 seconds West, departing said north line of Lot 1R, with said northwesterly right-of-way line, a distance of 126.32 feet to a 5/8 inch iron rod with a cap stamped "Dunaway Assoc LP" set for corner;

THENCE South 17 degrees 56 minutes 10 seconds West, a distance of 7.36 feet to a brass disc in concrete stamped "TXDOT" found for corner;

THENCE South 19 degrees 31 minutes 30 seconds West, a distance of 97.41 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 1.374 acres (59,835 square feet) of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DK Meyer Property LLC, acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as Lot 1R1, Block A, Herrin Addition, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas

WITNESS, my hand this the ____ day of _____, 2017.

BY:
Authorized Signature of Owner
Printed Name and Title

STATE OF TEXAS)(
COUNTY OF COLLIN)(

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ___ day of _____, 2017.

Notary Public in and for the State of Texas
My Commission Expires On:

I, Alan Moore, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina in the month of March, 2016.

Preliminary, this document shall not be recorded for any purpose and shall not be relied upon as a final survey document.

Alan Moore
Registered Professional Land Surveyor
Texas Registration No. 5537

STATE OF TEXAS)(
COUNTY OF TARRANT)(

Before Me, the undersigned authority, on this day personally appeared Alan Moore, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

Given under my hand and seal of office this the ____ day of _____, 2017.

Notary Public in and for the State of Texas

My commission expires

This property is located in the corporate limits of the City of Celina, Collin County, Texas.

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson Date of Recommendation

APPROVED BY: City Council
City of Celina, Texas

Signature of Mayor Date of Approval

ATTEST:

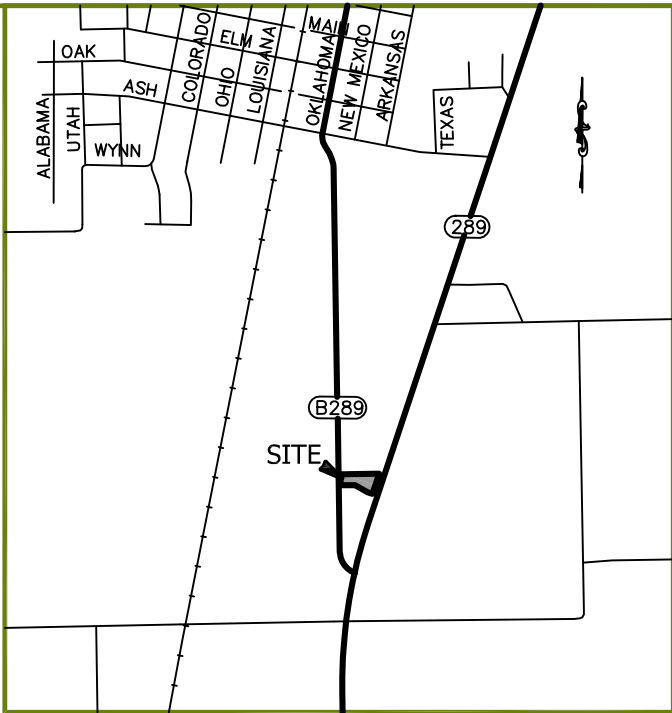
City Secretary Date

Standard Notes:

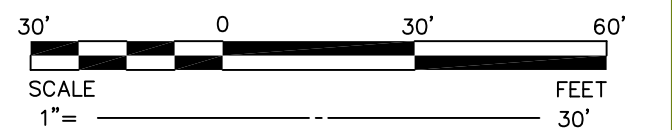
- 1. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
- 2. The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(ies) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
- 3. The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

NOTES:

- 1. The basis of the bearings shown hereon is the Texas State Plane Coordinate System, North Central Zone (NAD83).
- 2. According to the Flood Insurance Rate Map for Collin County, Texas and Incorporated Areas, Map Number 480133 0120 J, Map Revised Date: June 2, 2009, the subject property is located in Zone "X" (unshaded), defined as "Areas determined to be outside the 0.2% annual chance floodplain". This statement does not reflect any type of flood study by this firm.
- 3. All property corners are 5/8 inch iron rod with plastic cap stamped "Dunaway Assoc LP" set unless otherwise noted.
- 4. All drainage and detention facilities are to be maintained by the property owner.



VICINITY MAP
NOT TO SCALE



IRA PLUS SOUTHWEST LLC
FBO LYNNE S. WOLF-IRA
DOC.#2006063000905130
O.P.R.C.C.T.
UNPLATTED

JEOL-SHYONG HUANG &
MEI-FU LIN HUANG
DOC.#20160703000803140
O.P.R.C.C.T.
UNPLATTED

SURVEYOR

DUNAWAY ASSOCIATES, L.P.
550 BAILEY AVENUE
SUITE 400
FORT WORTH, TEXAS 76107
(817) 335-1121 (PHONE)
(817) 335-7437 (FAX)

OWNER

DK MEYER PROPERTY LLC
1208 BRISCOE DRIVE
CELINA, TX, 75009
817-851-3502 (PHONE)
CONTACT: DANIEL V. MEYER

FINAL PLAT
LOT 1R1, BLOCK A, HERRIN ADDITION
BEING A REPLAT OF LOT 1R, BLOCK A, HERRIN ADDITION

Situated in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas, and being a replat of Lot 1R, Block A, Herrin Addition, an addition to the City of Celina as recorded in Volume 2015, Page 202, Plat Records of Collin County, Texas.

1 Lot = 1.374 Acres

This plat was created in the month of May, 2017



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100

JOB NUMBER: B002362.001



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: June 13, 2017
 Re: Consider and act upon a 380 agreement by and between the City of Celina Texas and Gbt Real Estate Services LLC. for a 22,000sqft Office Warehouse park situated at the southwest corner of Malone and Oklahoma Street.

Action Requested:

Consider and act upon a 380 Agreement by and between the City of Celina Texas and GBT Real Estate Services LLC for a 22,000 square foot Office Warehouse park situated at the southwest corner of Malone and Oklahoma Street. (Liebman)

Background Information:

The applicant has requested consideration of a 380 Agreement to reduce the permitting, and impact fees for the project by up to \$75,000 dollars.

The project is a 22,000 square foot Office Warehouse park located at the southwest corner of Malone St. and Oklahoma Dr.

The project is considered shovel ready. It is hoped that this project promotes other developments in the downtown area.

Board Review/Citizen Input:

N/A

Legal Review:

The City's Land Use Attorney has assisted with the proposed agreement.

Supporting Documents:

- Incentive request letter and application
- Elevations of proposed buildings
- Site Plan
- Proposed agreement

Staff Recommendation:

N/A



GriffinBrantleyThomas

Development · Consulting

June 1, 2017

The Honorable Sean Terry
Mayor
City of Celina
142 N. Ohio St
Celina, TX 75009

RE: Office Warehouse Project, Downtown Celina – Economic Incentive Application

Dear Mayor,

As you know, I represent a small real estate investment group, which has very much made the City of Celina our focus today, and in the future. Like you, we are very excited about the path that Celina is on.

Additionally, I want to also thank you for your time several weeks ago, and for making the introduction to the interim City Manager, Mr. Rick Chaffin. Per our discussion regarding the referenced project, attached you will find our Economic Incentive Application for your's and the Council's consideration.

Regarding this application, I wanted to briefly describe our project, and why we are looking for any public incentive that might exist.

Currently, we have plans to construct (2) 11,000 sq. ft. buildings, located at 451 N. Oklahoma & 455 N. Oklahoma Streets in Downtown Celina. Moreover, we hope to be under construction no later than July/August, this summer.

The purpose behind our incentive request is to simply help in relieving the cost of these buildings. Given we are in downtown Celina, like everyone we want to maintain a certain degree of quality, even though the rents/revenue may not make them economically viable today. Further, given the location, we are building these buildings strictly to the specifications required by the City of Celina, and we have made no attempt to request a variance from those standards. One example, both buildings will have a 100% masonry exterior, in contrast to our current competition who has very little masonry exterior, if any.

In addition, I feel it is important to mention we are very much using local businesses to design & construct these buildings. Everyone from the builder to metal fabricator, and architect all call the City of Celina home. We see our project as potentially “jump starting” some other development in the downtown area, as well.

Further, we feel our project offers a great location for many businesses who want to locate in Downtown Celina but with no place to go. Therefore, we very much want to build a quality project where that value benefits both the City and Ownership, over the long run.

Lastly, we very much would appreciate your's and City Council's support of waiving our impact fees for this project. We feel this is would be a fair and meaningful economic stimulus for our project.

Sincerely,



Ryan Griffin
Partner

CC: Mr. Rick Chaffin

Attachment: Letter to City of Celina (2068 : Malone and Oklahoma 380 Agreement)

City of Celina Economic Incentive Application

142 N Ohio Street, Celina, TX 75009

The City of Celina is committed to the promotion and retention of high quality development within the City of Celina and to better the quality of life for its citizens and visitors. These objectives can often be attained by the enhancement and expansion of the local economy and by promoting events and celebrations that offer recreational opportunities for citizens and visitors alike. To meet these objectives, the City of Celina will, on a case-by-case basis, consider providing economic development incentives to aid in the stimulation of economic development in Celina. The city will give consideration in accordance with guidelines published by the City and by input from city staff, volunteers and members of the city council. Nothing herein shall imply or suggest that the City is under any obligation to provide funding to any applicant. All applications shall be considered on a case-by-case basis.

Completion of this application will allow the City to predetermine a satisfactory level of return on investment. The application of a fiscal impact evaluation is a decision tool, and it is recognized that the guidelines are not all-inclusive. Any consideration of the use of public resources for a business operation or a community event regardless of whether they are direct financial incentives, abatements, or regulatory considerations, requires that the fiscal impacts be considered as one of the measurement tools used to determine the incentives offered.

Please provide the City with the following information:

1. Applicant's Full Name: Griffin, Brantley, & Thomas, LLC.
2. Address: 9550 John W. Elliott Drive, Suite 106 Frisco, Texas 75033
3. Project Contact Name: Ryan Griffin
4. Project Contact E-mail: rgriffin@friscocs.com
5. Applicant's Tax ID: N/A
6. Amount of incentive request: \$ Roughly \$75,000
7. Describe any regulatory or permit fee waivers requested: Water, Sewer, and Roadway Impact Fees, Park Fees (if any) and Meter Fees
8. Describe any use of city employees or equipment required:

Police:	<u>None</u>
Fire/Ambulance:	<u>None</u>
Public Works:	<u>None</u>
Parks:	<u>None</u>
Other:	<u>None</u>
9. Project start date (or beginning date of event): Anticipated July 1st, 2017

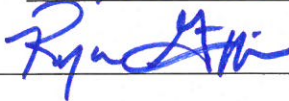
10. Project completion date (or ending date of event): Anticipated Spring 2018
11. Project purpose and detail of use of profits: Construction of Office Showroom in Downtown Celina
12. Specific Address of project or event location: Building 1 – 455 N. Oklahoma, Building 2 – 451 N. Oklahoma, Celina, Texas 75009
13. Description of buildings and/or facilities proposed to be constructed or used: 22,000 sq. ft. of Office Showroom in Downtown Celina
14. Projected number of employees to be hired for project or event: N/A
15. Projected number of visitors to be generated by event: N/A
16. Applicant's projected purchases from local businesses to facilitate event: \$ N/A
17. Cost of any onsite infrastructure required for event: \$ N/A
18. List any other benefits for the city: See Attached Memo
19. Revenue Sharing potential: N/A
20. Copy of an operating budget: N/A
- _____
- _____
- _____
- _____

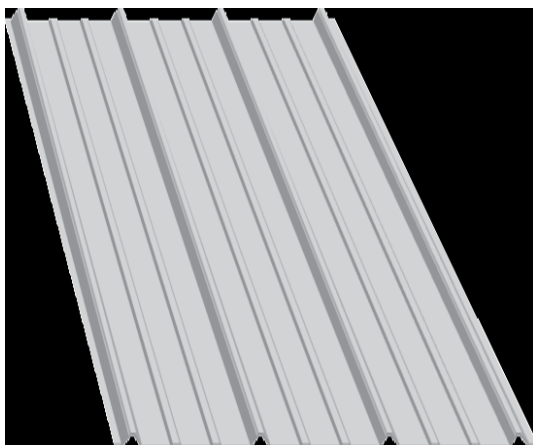
I hereby certify that:

- 1) the information provided herein is true and correct and is complete and accurate;
- 2) I understand that failure to comply with the terms and conditions of any agreement entered into with the City may result in the recapture of the full incentive provided by the City;
- 3) I understand that participation in an incentive does not remove any obligation to satisfy all the codes and ordinances enacted by the City of Celina or any other jurisdiction that may be in effect and applicable at the time the project or event is undertaken.

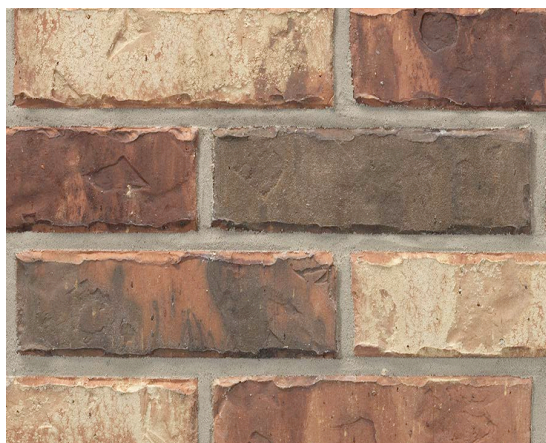
Executed on this 30th day of June, 2017.

Printed Name: RYAN GRIFFIN

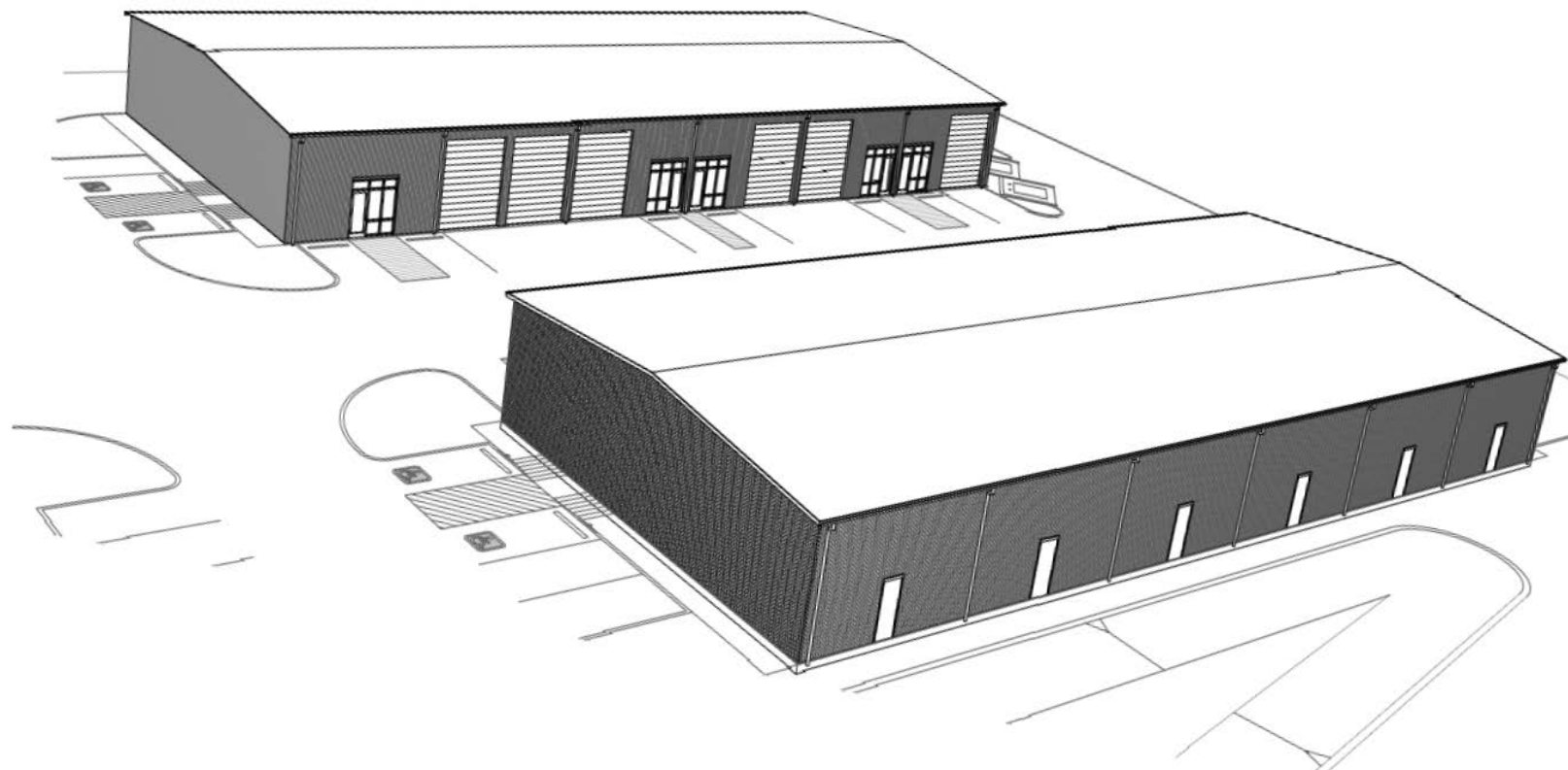
Signature: 



A - White Metal Roofing



B - BRICK
Acme - Fall Creek



F - Commercial Storefront Windows & Doors - Aluminum



D - Roll Up Overhead Doors
Overhead Doors - White



SAMPLE BOARD
OFFICE/WAREHOUSE BUILDINGS
OKLAHOMA ST/MALONE ST
CELINA, COLLIN COUNTY, TEXAS

BROWN & GRIFFIN CONSTRUCTION
713 1st Street Prosper, TX 75078
214-325-0615

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of the 13th day of June, 2017 (the “Effective Date”), by and between THE CITY OF CELINA, TEXAS, a Texas home-rule municipal corporation (the “City”), whose address is 142 North Ohio, Celina, Texas 75009, and Griffin, Brantley & Thomas, L.L.C., a Texas limited liability company (“Developer”), whose address is 9550 John W. Elliott Drive, Suite 106, Frisco, Texas 75033 (the City and Developer shall be collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Developer owns certain real properties located in the City of Celina, Collin County, Texas, locally known as 451 N. Oklahoma Drive and 455 N. Oklahoma Drive, as depicted in Exhibit A, attached hereto and incorporated herein by this reference, and are legally described as follows (the “Properties”):

1.89159 AC, 82,39872 SF, Celina Original Donation (CCL), Block 11, Lots 1a, 2a, 1b, 2b, Ol 1.

The Properties are identified through the Collin Central Appraisal District (“GCAD”) as follows:

CCAD Geo ID	Acreage/Square Feet	CCAD Legal Description
R-1023-011-0010-1	1.0755 Ac./46,849 SF	COD Blk. 11 Lot 1a, 2a
R-1023-011-01B-1	17,550 SF	COD Blk. 11 Lot 1b, 2b
R-1023-011-0001-1	17,999 SF	COD Blk. 11 Lot Ol 1

WHEREAS, the Developer wishes to construct two (2) new 11,000 square foot buildings to serve as an office warehouse and showroom on the Properties located within the Downtown corridor of the City; and

WHEREAS, as an added value to the City, Developer will agree to hire and retain as many local contractors and laborers as feasibly possibly during the construction phase; and

WHEREAS, the City has determined that substantial economic benefit and creation of opportunities of employment will accrue to City as a result of Developer’s development and operation of the project as defined below, desires to have Developer construct its office warehouse and showroom on the aforementioned property; and

WHEREAS, this development will increase the taxable value of the property and indirectly result in creation of additional jobs throughout the City, and the value of the benefits of the project will outweigh the amount of expenditures required of the City under this Agreement; and

WHEREAS, the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution, and Chapter 380 of the Texas Local Government Code, under which the City has the authority to make grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, consistent with Article III, Chapter 52-a of the Texas Constitution, and Chapter 380 of the Texas Local Government Code, the City has offered this Agreement to Developer for the purposes of inducing the Developer to locate the Project on the Properties, and thereby advance the public purposes of developing and diversifying the economy; and

WHEREAS, it is well established and the City Council finds that the relocation of businesses and growth of existing businesses attracts new business enterprises, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, to ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Article III, Chapter 52-a of the Texas Constitution, and Chapter 380 of the Texas Local Government Code, the Developer has agreed to comply with certain conditions for receiving those benefits, including the design and construction of the Project in accordance with the City's building code and within certain timeframes; and

WHEREAS, City has concluded and hereby finds that this Agreement embodies an eligible program and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Developer; and

WHEREAS, in consideration of the design and timely construction of the Project by Developer, which will bring additional sales tax and ad valorem tax revenues to the City, as well as additional jobs resulting from the construction of the Properties, the City agrees to perform the duties and obligations as set forth below; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms and conditions by which the Project can be constructed; and

WHEREAS, Developer understands and agrees that the City is relying upon Developer's representations, warranties and agreements, as set forth and provided for in this Agreement and that Developer shall be and shall remain subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the receipt and sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

AGREEMENT

ARTICLE I. DEFINITIONS

The following words shall have the following meanings when used in this Agreement.

1.1 Affiliate. "Affiliate" means (i) all persons, corporations or other entities, if any, controlled by Developer; (ii) all persons, corporations or other entities, if any, which control Developer ("Parent"); and (iii) all persons, corporations, or other entities controlled by a Parent.

As used in this definition of Affiliate, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise.

1.2 Agreement. "Agreement" is defined in the introductory paragraph of this Agreement.

1.3 City. "City" is defined in the introductory paragraph of this Agreement.

1.4 City Council. "City Council" means the governing body of the City.

1.5 Default. "Default" is defined in Section 5.1 of this Agreement.

1.6 Developer. "Developer" is defined in the introductory paragraph of this Agreement.

1.7 Effective Date. "Effective Date" is defined in the introductory paragraph of this Agreement.

1.8 Party. "Party" and "Parties" are defined in the introductory paragraph of this Agreement.

1.9 Properties. "Properties" is defined in the recitals of this Agreement.

1.10 Project. "Project" is defined in Section 2.1.

1.11 Term of Agreement. "Term of Agreement" shall mean **three (3) years** from the Effective Date or until such earlier mutual termination as such is described herein.

ARTICLE II. COMPLETION OF THE PROJECT

2.1 The Project. The Project shall generally consist of the timely construction of two (2) 11,000 square foot or larger buildings to serve as an office warehouse and showroom ("Building(s)") on the Properties in the manner generally depicted in Exhibit B, attached hereto and incorporated herein by this reference ("Project").

2.2 Construction and Design of the Project/Deadlines. **The Developer shall obtain a building permit for one of the Buildings on or before _____, 2017, and obtain a certificate of occupancy for said Building on or before _____, 2018. The Developer shall obtain a building permit for the second Building on or before _____, 2018, and obtain a certificate of occupancy for said second Building on or before _____, 2019.** Develop shall be solely responsible for the design, site work and related improvements necessary for the construction of the Project. The Developer shall perform all work on the Project in a good and workmanlike manner and shall be subject to all development and construction standards and ordinances promulgated by the City or other governmental authorities. Developer shall construct the Project in accordance with this Agreement.

2.3 Government Requirements and Approvals. Developer will apply for and use its best efforts to obtain any and all necessary plats, permits, licenses, variances, and approvals that are necessary to construct the Project, including any environmental controls. Developer shall satisfy all permitting requirements, including, but not limited to, building permitting requirements.

ARTICLE III. GRANT AGREEMENT

3.1 Grant. Consistent with the terms of this Agreement, the City hereby grants to Owner a grant, for the purposes that fulfill the requirements of Chapter 380, equal to the lesser of: (a) the amount of the City's thoroughfare, water or sanitary sewer impact fees, park dedication fees and water tap/access fees (collectively referred to as "Fees") timely paid by Developer to the City for the Project; or (b) **Seventy-Five Thousand Dollars (\$75,000)**("Grant").

3.2 Grant Performance Condition. As a condition precedent to the City paying any or all of the Grant, the Developer must complete and fulfill all obligations in Article II, above, within the timeframes set forth in Section 2.2.

3.3 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

ARTICLE IV. REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

4.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (3) this Agreement is binding upon the Developer in accordance with its terms; and (4) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.2 Representations, Warranties and Obligations of Developer. Developer covenants and agrees that, while this Agreement is in effect, Developer shall comply with the following terms, conditions and agreements:

- A. Developer agrees to make, execute and deliver to City such other documents and agreements as City or its attorneys may reasonably request relating to the subject matter hereof.

- B. Developer agrees to perform and comply in all material respects with all terms, conditions, and provisions set forth in this Agreement between Developer and City.
- C. Developer shall at all times comply with all federal, state, and local laws, ordinances, rules, regulations and orders governing the applicable duties of Developer under this Agreement.
- D. Developer shall not be delinquent in the payment of any taxes to the City or any other ad valorem or sales and use tax jurisdictions within which the Properties are located.
- E. Prior to a Grant payment being released by the City to the Developer, Developer shall certify in writing under oath that Developer is not delinquent in the payment of any taxes to the City or any other ad valorem or sales and use tax jurisdictions within which the Properties are located.
- F. Developer, its subsidiary, affiliate and parent companies shall forebear in instituting any suit, claim or legal action of any kind or nature against City, its officials, officers, employees, agents and shall not be a party to any litigation wherein City, its officials, officers, employees, agents are a named party and its position in such litigation is contrary to the position of the City, its officials, officers, employees, agents. Notwithstanding, this paragraph 4.2.F. shall not preclude Developer from a timely and lawful protest of valuations made by the Collin County Central Appraisal District.

ARTICLE V. EVENTS OF DEFAULT

5.1 Events of Default by Developer. Each of the following shall constitute an Event of Default by Developer under this Agreement:

- A. A violation, failure to perform, or breach by the Developer of any covenant, warranty, duty, indemnity, or obligation of the Developer under this Agreement which has not been cured within thirty (30) days of written notice by City to Developer.
- B. Any warranty, representation or statement made or furnished to City by or on behalf of Developer under this Agreement which was false or misleading in any material respect, either now, in the future, or at the time made or furnished, and Developer fails to cure same within thirty (30) days after written notice from City describing the violation, or if such violation cannot be cured within such 30-day period in the exercise of all due diligence, then if Developer fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such violation; or if Developer learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and Developer fails to provide written notice to City of the false and misleading nature

of such warranty, representation or statement within ten (10) days after Developer learns of its false or misleading nature.

C. The dissolution or termination of Developer's existence as a going business, Developer's insolvency, appointment of receiver for any part of the Project or Properties, any assignment of all or substantially all of the assets of Developer for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing, any of which occur prior to the completion of the Project.

D. Failure of Developer to timely fulfill the obligations set forth in Article II, above.

5.2 Events of Default by City. The failure of the City to pay a Grant for which Developer has satisfied the conditions precedent and requirements contained in Article II, above.

5.3 Remedies. If any Event of Default by Developer shall occur and shall not be cured within the time period prescribed, all commitments of City under this Agreement immediately will terminate, all without further notice to Developer (except as may otherwise be required by specific provision hereunder), at the option of City, except for an Event of Default described in the subsection 5.1. C., above, in which case such termination shall be automatic and not optional. If any Event of Default by City shall occur and shall not be cured within the time period prescribed, Developer may terminate this Agreement and seek damages for such default based solely on the amount of any Grant payments owing by City, as such payments may accrue.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 Immunity. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.2 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Depiction/Description of the Properties

Exhibit B Depiction of Buildings to be constructed/Site Plan

6.3 Assignment/Non-Transferable. The Parties agree that this Agreement shall not be assigned without the prior written consent of the other Party.

6.4 Successors and Assigns. The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

6.5 Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever

confessed.

6.6 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City of Celina:

City of Celina
Attn: City Manager
142 North Ohio
Celina, TX 75009

With a copy to:

Messer, Rockefeller & Fort , P.L.L.C.
Attn: Julie Fort
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To Developer:

Griffin, Brantley & Thomas, L.L.C.
PO Box 190829
Dallas, Tx 75219

6.7 Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

6.8 Indemnity and Insurance. **(A) DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN**

ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER(S), ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER(S) IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE IMPROVEMENTS (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER, AND ITS EMPLOYEES AS A RESULT OF THAT EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPERS ARE EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPERS IN PROVIDING SUCH DEFENSE.

(B) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPERS IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE, AT ITS SOLE COST; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPERS' OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPERS' OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPERS SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPERS FAIL TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPERS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY CITY.

(C) THIS PARAGRAPH 6.8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.9 Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

6.10 Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

6.11 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

6.12 Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties and as legislative determinations by the City Council.

6.13 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for the Project only and not any other matters that may exist between the Parties past, present or future.

6.14 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

6.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

6.16 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

6.17 Force Majeure. Neither Developer nor the City of Celina shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome. Failure of a Party to timely perform an obligation hereunder shall only be excused as an event of force majeure described in this paragraph if a Party who cannot perform sends written notice to the other Party within thirty (30) days of the start of the event of force majeure: (a) stating the obligations that the Party cannot perform due to the event of force majeure; (b) describing in detail the event of force majeure that is preventing performance;

and (c) providing a date by which such Party reasonably expects to be able to perform and the length of the force majeure event.

6.18 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

6.19 Savings/Severability. In case 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 any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.20 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

6.21 Employment of Undocumented Workers. During the term of this Agreement, each Payee agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Payee shall repay to the City the funds received by the Payee under this Agreement within 120 days after the date the Payee is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), TEXAS GOVERNMENT CODE, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.22 Time is of the essence in the performance of this Agreement.

EXECUTED this the _____ day of _____, 2017.

DEVELOPER:

Griffin, Brantley & Thomas, a Texas
limited liability company

By: _____
Its: _____

THE CITY OF CELINA, TEXAS, a Texas
home rule municipality

By: _____
SEAN TERRY, MAYOR

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Griffin Brantley Thomas 380 Agreement v2 (2068 : Malone and Oklahoma 380 Agreement)

EXHIBIT A
The "Properties"

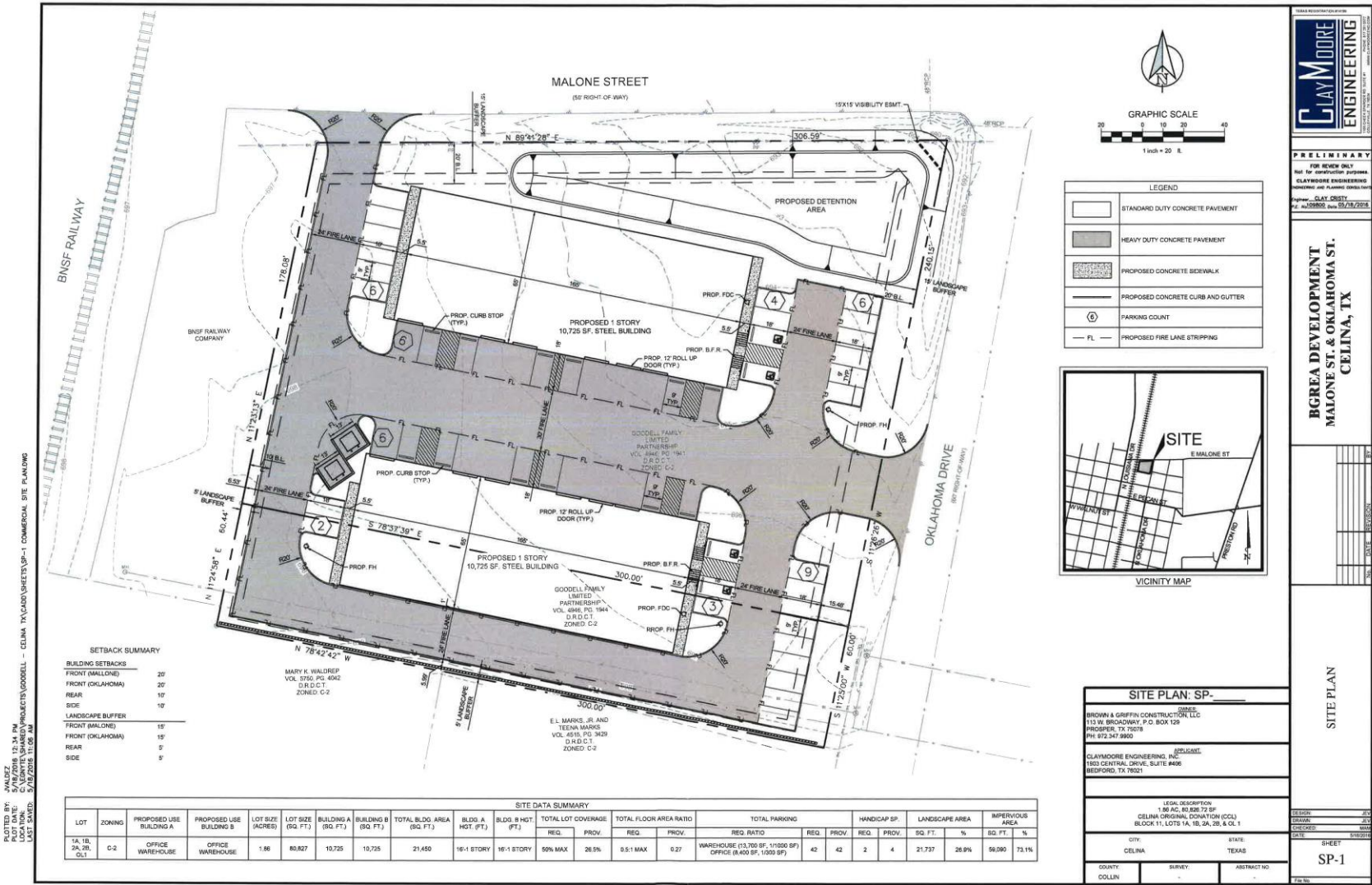
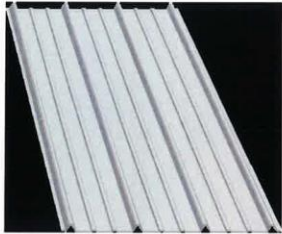


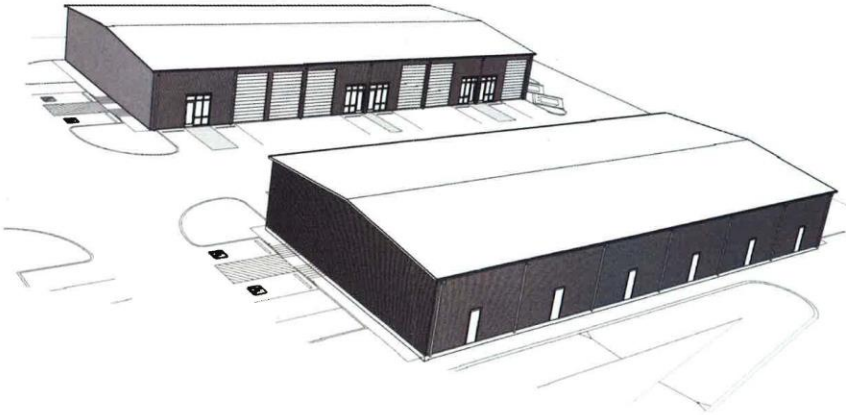
EXHIBIT B
Project/Buildings Depictions



A - White Metal
Roofing



B - BRICK
Acme - Fall Creek



F - Commercial Storefront
Windows & Doors - Aluminum



D - Roll Up Overhead Doors
Overhead Doors - White

SAMPLE BOARD
OFFICE/WAREHOUSE BUILDINGS
OKLAHOMA ST/MALONE ST
CELINA, COLLIN COUNTY, TEXAS

BROWN & GRIFFIN CONSTRUCTION
713 1st Street Prosper, TX 75078
214-325-0615



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: June 13, 2017
Re: Resolution for Frontier Bridge

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support to the construction of a grade separated structure on Frontier Parkway. (Johnson)

Background Information:

Resolution in support of a grade separated bridge on Frontier. Also attached is a breakdown of the project funds allocated to the project and the funding gap required to complete the project. The current breakdown of funds shows Celina, Prosper and Collin County splitting the \$6.6M funding gap equally. The \$6.6M funding gap does not include items shown as other expenses.

Financial Considerations:

Celina's portion of the funding gap will have to come from bonds.

Legal Review:

City Attorney has reviewed for content and form

Supporting Documents:

1. Resolution
2. Cost Breakdown

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING FORTH ITS SUPPORT TO THE CONSTRUCTION OF A GRADE SEPERATED STRUCTURE ON FRONTIER PARKWAY.

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

WHEREAS, the City of Celina 2016 Thoroughfare Plan designates Frontier Parkway as a six-lane divided major thoroughfare;

WHEREAS, the City of Celina, in cooperation with the Town of Prosper and Collin County is currently considering alternatives related to a grade separated structure on Frontier Parkway over the BNSF Railroad;

WHEREAS, the City Council has considered staff recommendations and input of affected landowners regarding the feasibility and impact of a grade separated structure on Frontier Parkway; and

WHEREAS, after consideration and deliberation the City Council has determined that it will support the construction of a grade separated structure on Frontier Parkway.

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

Section 1: That the City Council of the City of Celina hereby sets forth its support to the construction of a grade separated structure on Frontier Parkway.

Section 2: Incorporation of Recitals. That the City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as part of this Resolution.

Section 3: That this Resolution shall be in full force and shall take effect immediately upon its passage.

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]
APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Resolution Supporting Bridge on Frontier Parkway (2016 : Resolution - Frontier Bridge)

FRONTIER PARKWAY

Project Costs	
(4-lane divided with 4 lanes of a bridge)	
Construction Costs Today	\$12,475,000
Land Acquisition	\$3,125,785
Engineering, Survey, GeoTech, Enviro	\$1,814,790
Bridge Costs	\$4,123,000
SUBTOTAL	\$21,538,575
Projected Increase for 2 years (2018)	\$806,663
Construction Inspection	\$248,970
TOTAL	\$22,594,208
Current Project Funding	
Prosper Bond Funds	\$3,650,000
Celina Allocation of Collin County Bonds	\$3,970,000
Original RTR Project Funding	\$4,350,000
New RTR Project Funding	\$4,000,000
TOTAL	\$15,970,000
FUNDING GAP	(\$6,624,208)

Other Costs	
Traffic Signal Warrant Study, HS	\$53,752
Street Lighting	\$388,145
Median and Parkway Irrigation	\$194,072
5-ft Sidewalk	\$667,283
TOTAL	\$1,303,252

Proposed Project Funding		
Prosper Funding		
Prosper Bond Funds	\$3,650,000	100%
Original RTR Project Funding	\$2,175,000	50%
New RTR Project Funding	\$2,000,000	50%
Collin County Portion of Funding Gap	\$1,104,035	50%
Prosper Funding Gap	\$2,208,069	100%
Subtotal	\$11,137,104	49%
Celina Funding		
Celina Allocation of Collin County Bonds	\$3,970,000	100%
Original RTR Project Funding	\$2,175,000	50%
New RTR Project Funding	\$2,000,000	50%
Collin County Portion of Funding Gap	\$1,104,035	50%
Celina Funding Gap	\$2,208,069	100%
Subtotal	\$11,457,104	51%
Total Project Costs	\$22,594,208	
Proposed Project Funding	\$22,594,208	
Proposed Funding Gap	\$0	

29.4%

Proposed Other Funding - Revised		
Traffic Signal Warrant Study, HS		\$53,752
Prosper	50%	\$26,876
Celina	50%	\$26,876
Street Lighting		\$388,145
Prosper	50%	\$194,072
Celina	50%	\$194,072
Median and Parkway Irrigation		\$194,072
Prosper	50%	\$97,036
Celina	50%	\$97,036
5-ft Sidewalk		\$667,283
Prosper	50%	\$333,641
Celina*	0%	\$0
*Future developments will pay for sidewalks adjacent to Frontier.		
REVISED TOTAL		\$969,611
Prosper Other Funding		\$651,626
Celina Other Funding		\$317,985



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
Date: June 13, 2017
Re: Ordinance Amending the Budget for Fiscal Year 2016-2017

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the budget for the fiscal year 2016-2017. (remodel)(Toutouchian)

Background Information:

Please see the attached memo

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Funding will come from General Fund balance.

Legal Review:

City Attorney has reviewed.

Supporting Documents:

Budget Amendment Ordinance
Exhibit A

Staff Recommendation:

**CITY OF CELINA, TEXAS
ORDINANCE 2017-__**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-2017; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the provisions of Subsection (a) of Section 102.007 of Chapter 102 of the Local Government Code and the provisions of Chapter 2.02 of the Home Rule Charter of the City of Celina (hereinafter "the City"), the budget for 2016-2017 fiscal year of the City was finally approved by the City Council, being the governing body thereof, by its Ordinance No. 2016-65, passed and adopted on the 13th day of September, 2017, (hereinafter the "Budget");

WHEREAS, Subsection (b) of Section 102.009 of the Local Government Code provides that, after final approval of the budget, the governing body of the municipality may spend municipal funds only in strict compliance with the budget, except in an emergency, but Section 102.010 of said Code provides that the provisions of Chapter 102 thereof do not prevent the governing body of such municipality from making changes in the budget for municipal purposes; and

WHEREAS, Subsection (c) of Section 102.009 of said Code provides that the governing body of a municipality may authorize an expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention; and

WHEREAS, the adoption of this ordinance and the amendment of the Budget is necessary for an in the best interest of the health, safety and general welfare of the inhabitants of the City.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

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

SECTION 3 **AMENDMENT TO THE BUDGET**

3.01 A grave public necessity exists and to meet an unusual and unforeseen conditions that could not have been included in the original budget through the use of the reasonably diligent thought and attention and the Budget must be amended and revised with respect of the new or additional receipts and expenditures set forth in Exhibit "A" attached hereto and made a part hereof.

3.02 The proposed changes are set forth in Exhibit "A" attached hereto and made a part hereof.

3.03 All of the changes set forth in Exhibit "A" are for municipal purposes.

3.04 The several amounts stated in Exhibit "A" as the amended or revised expenditures are hereby appropriated to and for the objects and purposes therein named.

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

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

SECTION 6 **SEVERABILITY**

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

SECTION 7
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of June, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Ord Amending the Budget for Fiscal Year 2016-2017 (2062 : Amend Budget for City Hall Renovation)

AMENDMENT # 17-002

FACILITIES IMPROVEMENT FUND AMENDMENT

Account No.	Account Description		Current Budget		Proposed Budget	Increase/ (Decrease)
<u>Expenditures</u>	111-777-00-8504	Renovations	\$ -	\$	50,000	\$ 50,000

Summary

Increase expenditures in Facilities Improvement Fund by \$50,000

Decrease General Fund Balance by \$50,000



Administration
City of Celina, Texas

Memorandum

To: Mayor and Council
From: Rick Chaffin, Interim City Manager
Date: June 13, 2017
Re: Ordinance Amending Fiscal Year 2016-2017 Budget

Action Requested:

Consider and act upon an Ordinance of the City Council of the City of Celina, Texas, amending the budget for Fiscal Year 2016-2017. (Renovations) (Toutouchian)

Background Information:

Funding is needed for interior improvements in City Hall to more efficiently use space and accommodate growth needs.

- EDC is relocating; Building Inspectors will move to the current EDC building.
- Downtown Development Director (Main Street) will office in City Hall to ensure better management integration. Community Relations Manager (Public Information Officer & Special Events) will also office in City Hall.
- Sound-proofing, creating two offices from one and adding glass doors will allow better utilization of space. To allow better oversight, management and use of space, three areas will be created: Finance area, Human Resources area, City Secretary area and City Manager's area.
- Planning on this project has been a collaborative effort among those impacted by these renovations.

Board Review/Citizen Input:

NA

Financial Considerations:

Funding will come from General Fund fund balance; estimated cost less than \$50,000.

Legal Review:

City Attorney has reviewed.

Supporting Documents:

Budget Amendment Ordinance

Staff Recommendation:

Council approval requested

Attachment: Agenda Item 6-13-17 (2062 : Amend Budget for City Hall Renovation)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: June 13, 2017
Re: Notice of Intent to sell certificates of obligation.

Action Requested:

Consider and act upon a resolution approving and authorizing publication of notice of intention to issue certificates of obligation. (Toutounchian)

Background Information:

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

Legal Review:

Bond Counsel has provided the resolution.

Supporting Documents:

resolution

Staff Recommendation:

RESOLUTION NO. 2017-____R

A RESOLUTION approving and authorizing publication of notice of intention to issue certificates of obligation.

WHEREAS, the City Council (the "Council") of the City of Celina, Texas (the "City"), has determined that certificates of obligation (the "Certificates") should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) acquiring equipment and vehicles for the fire, parks and public works departments, (ii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing and equipping buildings, structures and facilities for the public works department, City Hall, the fire department and the police department, (iv) the acquisition, installation and improvement of municipal information technology systems, public safety and emergency management communications and radio systems, and public safety records management systems, (v) constructing, improving and equipping park and recreational facilities, (vi) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (vii) professional services rendered in connection with such projects and the financing thereof (together, the "Project"); and

WHEREAS, prior to the issuance of such certificates, the Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the Council proposes to pay the certificates; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA:

SECTION 1: The City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in a principal amount not to exceed the amount set forth in **Exhibit A** attached hereto for the purpose of paying contractual obligations to be incurred for (i) acquiring equipment and vehicles for the fire, parks and public works departments, (ii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing and equipping buildings, structures and facilities for the public works department, City Hall, the fire department and the police department, (iv) the acquisition, installation and improvement of municipal information technology systems, public safety and emergency management communications and radio systems, and public safety records management systems, (v) constructing, improving and equipping park and recreational facilities, (vi) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (vii) professional services rendered in connection with such projects and the financing thereof, and such certificates shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

Attachment: Celina intent resolution (2071 : Notice of Intent)

SECTION 2: The City Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page intentionally left blank]

Attachment: Celina intent resolution (2071 : Notice of Intent)

PASSED AND ADOPTED, this June 13, 2017.

CITY OF CELINA, TEXAS

ATTEST:

Mayor

City Secretary

(City Seal)

Attachment: Celina intent resolution (2071 : Notice of Intent)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF
CELINA, TEXAS, CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Celina, Texas, shall convene at 5:00 p.m. on August 8, 2017, in the City Council Chambers located at 112 N. Colorado Street, Celina, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation, in one or more series, in a principal amount not to exceed \$10,000,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring equipment and vehicles for the fire, parks and public works departments, (ii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing and equipping buildings, structures and facilities for the public works department, City Hall, the fire department and the police department, (iv) the acquisition, installation and improvement of municipal information technology systems, public safety and emergency management communications and radio systems, and public safety records management systems, (v) constructing, improving and equipping park and recreational facilities, (vi) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (vii) professional services rendered in connection with such projects and the financing thereof, and such certificates shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Vicki Faulkner, City Secretary
City of Celina, Texas

Attachment: Celina intent resolution (2071 : Notice of Intent)

04/11/2017

2017 CERTIFICATES OF OBLIGATION

Principal

NTE \$16,000,000



Proj. #	Description	Budget	Spent to Date	Encumbrances	Balance Remaining
F07	CHIEF COMMAND TRUCK	95,000	-	71,339	23,661
F08	BRUSH 2 REPLACEMENT	240,000	359	211,101	28,540
F09	FIRE STATION NO. 2 DESIGN	500,000	-	-	500,000
Total Fire		\$ 835,000	\$ 359	\$ 282,440	\$ 552,201
R11	2017 STREET IMPROVEMENTS	1,350,000	6,836	11,803	1,331,361
Total R11		\$ 1,350,000	\$ 6,836	\$ 11,803	\$ 1,331,361
B09	PUBLIC WORKS OFFICE RENOV	85,000	84,680	-	320
B10	CITY HALL/POLICE STA. GENERATORS	250,000	-	-	250,000
B11	POLICE STATION PARKING LOT	48,000	-	-	48,000
B12	CITY HALL REMODEL	275,000	-	-	275,000
Total Buildings/Structures		\$ 658,000	\$ 84,680	\$ -	\$ 573,320
W04	GIS DATABASE/SUPPORT/HOST	70,000	35,639	-	34,361
Total Software		\$ 70,000	\$ 35,639	\$ -	\$ 34,361
P06	PARKS EQUIPMENT	75,000	63,360	-	11,640
R09	ENGINEERING VEHICLE	45,000	31,250	-	13,750
R10	DUMP TRUCK	125,000	125,981	-	(981)
S03	SEWER UTILITY TRUCK	41,000	40,586	-	414
W06	METER VEHICLES	75,000	47,252	21,200	6,548
W07	VALVE MAINT TRAILER	60,000	59,419	-	581
W08	UTILITY TRUCK	41,000	40,161	-	839
W10	BACKHOE	125,000	118,723	-	6,277
S04	VAC/CAMERA TRUCK	450,000	55,960	379,441	14,600
Total Vehicles and Large Equip.		\$ 1,037,000	\$ 582,692	\$ 400,641	\$ 53,668
P05	OLD CELINA PARK IMPROVEMENT				
	DESIGN PHASE	400,000	-	-	400,000
Total Parks Improvement		\$ 400,000	\$ -	\$ -	\$ 400,000
W09	DC RANCH	1,100,000	3,207	-	1,096,793
	DESIGN CR 83	900,000	-	-	900,000
W13	DOWNTOWN REHAB-WATER	250,000	32,824	78,873	138,303
W12	CELINA GST REHAB	250,000	-	4,697	245,303
	DOWNTOWN REHAB-SEWER	500,000	-	-	500,000
S05	DOWNTOWN WWTP-PROF SVCS	900,000	53,521	18,524	827,955
	CELINA RD AND DT PUMP STATION IMPROV	1,250,000	-	-	1,250,000
Total Water/Wastewater		\$ 5,150,000	\$ 89,552	\$ 102,094	\$ 4,958,354
Grand Total		\$ 9,500,000	\$ 799,758	\$ 796,978	\$ 7,903,264

CERTIFICATES OF OBLIGATION TO BE ISSUED SUMMER 2017

GF	3,488,000	36.72%
W/WW	6,012,000	63.28%
	9,500,000	100.00%
ISSUANCE COSTS	500,000	
TOTAL BOND	10,000,000	

Attachment: 2017 Certificates of Obligation (2071 : Notice of Intent)

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2016-52R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,
DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS
OF FUTURE DEBT.**

WHEREAS, the City of Celina, Texas (the "City"), intends to issue debt for the following purposes, to wit: (i) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (ii) acquiring equipment and vehicles for police, fire/EMS, parks, engineering, streets, traffic and transportation, and public works departments (iii) constructing and improving streets within the City (iv) constructing, equipping and improving the City Hall annex, police facilities, fire facilities and parks and recreation facilities (v) professional services rendered in connection with such projects and the financing thereof (together, the "Project"); and

WHEREAS, the City further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. Section 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; now, therefore,

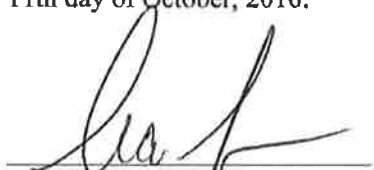
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS:**

SECTION 1: The City reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the City, and this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$16,000,000.00

SECTION 2: This Resolution shall be in force and effect from and after its passage on the date shown below.

Attachment: 2017 Certificates of Obligation (2071 : Notice of Intent)

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


Sean Terry, Mayor

ATTEST:


Vicki Faulkner
City Secretary

