



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

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Oaths of Office for newly elected councilmembers - Faulkner
- B. Employee Introductions - Johnson, Metdker
- C. Digital Radio equipment for the Fire Department - Metdker
- D. Department Update for Engineering and Public Works - May 2015
- E. Events update - Ricketts
- F. Collin County Parks and Open Space Grant - Montgomery
- G. City Hall remodel - Montgomery
- H. Old Celina Limited Incentive Agreement - Kirk Wilson
- I. Public Improvement Districts, Tax Increment Reinvestment Zones, and Municipal Management Districts - Jim Sabonis
- J. Discussion regarding any and all agenda items

III. EXECUTIVE SESSION:

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

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

- A. City Manager contract review

- B. Property generally located north of Frontier Parkway, south of FM 455, west of SH 289, east of Dallas North Parkway.
- C. Dynavest Joint Venture
- D. Lease agreement with First United Methodist Church
- E. Reconvene into Open Session and act upon any items discussed in Executive Session

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.

Minutes Approval:

- A. City Council - Regular Meeting - May 12, 2015 5:00 PM
- B. City Council - Canvass - May 19, 2015 4:30 PM
- C. Consider and act upon a petition for annexation and set public two hearing dates on July 14, 2015 at 6:05 p.m. and July 14, 2015 at 6:05 p.m. for a 403.1 acre tract of land generally located north of FM 1461, south and west of County Road 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) Liebman
- D. Consider and act upon a petition for annexation and set public two hearing dates on July 14, 2015 at 6:00 p.m. and July 14, 2015 at 6:05 p.m. for a 114.1 acre tract of land generally located east of CR 6, (Legacy Drive) north of CR 7, and west of CR 50, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Cambridge Crossing) Liebman
- E. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Stephen and Cynthia Sharrock. Liebman
- F. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Martinek Farming LLC. Liebman

- G. Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-tex Division regarding the company’s 2014 and 2015 rate review mechanism filings; approving a settlement agreement with attached rate tariffs and proof of revenues; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC’s legal counsel. Toutounchian
- H. Consider and act to authorize the Mayor to execute a contract with Wilson Contractor Services in the amount of \$2,935,000 for the construction of the Southeast Sector Water Lines W1 and W2. Johnson
- I. Consider and act upon an engineering consultant change order with Pacheco Koch, LLC. in the maximum amount of \$113,630, for Engineering Services for the Southeast Sector Sewer Line Survey and Route Alignment. Johnson
- J. Consider and act upon an ordinance amending the City’s Code of Ordinances, Appendix A, Fee Schedule. Liebman

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing and take action regarding a zoning amendment request on a ±86.64 acre tract of land located in the John Morton Survey, Abstract Number 791, and the Anthony Thomasson Survey, Abstract Number 1265, Denton County, Texas. The property is generally located on the south of Carey Road, east of Smiley Road, west of CR 6 (Legacy Drive) and north of Parvin Road. (West Celina 86) Liebman
- B. The Celina City Council will conduct a public hearing at 6:00 pm and 6:05 pm to consider testimony regarding the voluntary annexation of a ±58.46 acre tract of land located in the Collin County School Land Survey No. 15, Abstract Number 170, Collin County, Texas. The property is generally located east of Business 289 (S. Oklahoma Street), north of CR 95 and south of CR 99. (Huddleston Tract 1) Liebman
- C. The Celina City Council will conduct a public hearing at 6:00 pm and 6:05 pm to consider testimony regarding the voluntary annexation of a ±60.13 acre tract of land located in the Gabriel Chenoweth Survey, Abstract Number 140, Collin County, Texas. The property is generally located at the intersection of CR 58 and CR 59 and NWC of Business 289 and CR58. (Huddleston Tract 2) Liebman
- D. The City Council will conduct a public hearing at 6:00 pm and 6:05 pm to consider testimony on the proposed annexations of a 7 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 39; a 4.115 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 89; and a 107.207 acre tract of land located in Abstract A0132 B B B & C Ry Co Survey, Tract 6. Liebman

- E. The City Council will conduct a public hearing to consider testimony and act upon a resolution regarding the creation of a Public Improvement District (PID) for Ownsby Farms, a ±113.548 acre tract of land. The property is generally located west of SH 289 (Preston Road), north of CR 5 (Frontier Parkway), south and east of CR 53. (Ownsby Farms) Liebman
- F. Conduct a public hearing to consider testimony and act upon a resolution regarding the creation of a Public Improvement District (PID) for Sutton Fields, a ±494.883 acre tract of land. The property is generally located at the northeast corner of Parvin Road and FM1385. (Sutton Fields) Liebman

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located west of SH 289 (Preston Road), north of CR 5 (Frontier Parkway), south and east of CR 53 and consisting of approximately 113.548 acres of land; authorizing the issuance of notice by the city secretary of Celina, Texas, regarding the public hearing; and directing the city to prepare a preliminary reinvestment zone financing plan. (Ownsby Farms) Liebman
- B. Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located at the northeast corner of Parvin Road and FM1385 and consisting of approximately 494.883 acres of land; authorizing the issuance of notice by the city secretary of Celina, Texas, regarding the public hearing; and directing the city to prepare a preliminary reinvestment zone financing plan. (Sutton Fields) Liebman
- C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create a Public Improvement District in the Extraterritorial Jurisdiction, calling for a public hearing and directing the statutory notices to be given. The property, Wells South, is approximately 403.1 acres generally located north of 1461, east of CR 83, and south and west of CR 84, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) Liebman
- D. Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located at the northeast corner of CR83 and FM1461 and consisting of approximately 403.1 acres of land; authorizing the issuance of notice by the City Secretary of Celina, Texas, regarding the public hearing; and directing the City to prepare a preliminary reinvestment zone financing plan. (Wells South) Liebman
- E. Consider and act upon an ordinance adopting the annexation of a ±90.285 acre tract of land located in the L.M. Boyd Survey, Abstract Number 48, Tract 2-9, Collin County, Texas, the Property Is Generally Located East Of SH289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100. (Littell Tract) Liebman
- F. Consider and act upon a Subdivision Ordinance variance request to allow a cul-de-sac within the Wellspring development to exceed the maximum allowed length of 600 feet. The property is generally located north of FM 1461, west of FM 2478, east of CR 84, and south of Brinkmann Ranch Road. (Wellspring, PD #51) Liebman

- G. Consider and act upon a Development Agreement between the City of Celina and Frasier Capital to determine Roadway Proportionality Fees. The property is ±112.286 acres situated in the Coleman Watson Survey, Block 4, Tract 51, Abstract No. 945 in Collin County, Texas. The property is generally located north of FM 1461, west of FM 2478, east of CR 84, and south of Brinkmann Ranch Road. (Wellspring, PD #51) Liebman
- H. Consider and act upon an ordinance adopting the annexation of a ±16.85 acre tract of land located in the Collin County School Land Survey, Abstract Number 167, Block 1, Tract 85 Collin County, Texas. The property is generally located north and east of Oklahoma Street (Business 289), west of Preston Road (SH289) and south of Ash Street. (Eland Energy Tract) Liebman
- I. Consider and act to ratify a construction contract with SYB Construction Company for the Emergency Repair of Preston Hills Circle in the Amount of \$69,950. Johnson
- J. Consider and act to authorize the City Manager to approve the purchase of digital radio equipment not to exceed \$435,000. Metdker
- K. Consider and act upon award of a proposal and qualifications for the City Hall Remodel and authorize the city manager to negotiate and execute a contract.
- L. Consider and act upon a resolution of the City Council of the City of Celina hereinafter referred to as “Applicant”, designating certain officials as being responsible for action for and on behalf of the “Applicant” in dealing with Collin County, hereinafter referred to as “County”; for the purpose of participating in the “County’s” Parks and Open Space Project Funding Assistance Program, herein after referred to as the “Program”; certifying that the “Applicant” is eligible to receive program assistance; certifying that the “Applicant” matching share is readily available; and dedicating the proposed site for public recreational uses. Montgomery
- M. Consider and act upon a resolution approving and authorizing publication of notice of intention to issue certificates of obligation and declaring expectation to reimburse expenditures with proceeds of future debt. Toutouchian
- N. Consider and act to appoint a Mayor Pro Tem.

X. ADJOURNMENT:

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

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

Date Notice Removed



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: June 9, 2015
Re:

Action Requested:

Department Update for Engineering and Public Works - May 2015

Staff Recommendation:

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.



Department of Engineering and Public Works
City of Celina, Texas

Memorandum

To: Honorable Mayor Terry and the Celina City Council
From: Gabe Johnson, PE, PH, CFM – Director of Engineering and Public Works
CC: Mike Foreman, City Manager
Date: June 9, 2015
Re: Public Works Activity Report – May 2015

Action Requested:

This is an executive summary for review, informational, and statistical purposes.

May 2015 Engineering Projects:

- Creeks of Legacy Off-Sites – Phase 2 Off-Sites have been submitted for plan review.
- Fire Station Bricking is complete. Interior finish out well underway. The remaining paving and outside site work has been delayed due to the recent weather conditions.
- SE Sector Water and Sewer – Water project has been bid, Sewer will be bid in 4 phases. Two phases will be bid in June and the remaining two will be bid in July. Easement offers for sewer are going out and water easement offers will be going out soon.
- Sunset /Utah – Sunset construction is 95% complete, Utah to finish in May. MOU to pay for the proportional share of the Lift Station, roads and manhole is being reviewed by developer. Worked with the ISD to resolve a drainage ditch issue. Lift Station has been ordered and will begin installation in June.
- Willock Hills – Engineering and survey contract is under review by City Attorney and once approved, ready to be executed.
- Celina Parkway Alignment – Still working with property owners.
- CIP – Developing project lists and costs for consideration.
- Special Events
- Upcoming Event(s) – Splash and Blast – June 27, 2015
- Keller Williams Sewer Extension – Working on agreement with owner and engineer to begin the engineering and survey.
- Carter Ranch Northbound Right Turn Lane – TxDOT permit has been submitted and soliciting bids for construction.
- Traffic Signals at Carter Ranch and Sunset – TxDOT has finalized design. The signals are now in queue to be constructed. No start dates have been set.
- Water System – Water department has been working overtime to address the major leaks and system issues that are present in the system.
- SH 289 – Currently working on Phase 2 drainage. Drainage to be complete in September 2015. Phase 2 paving to begin in December 2015 and to be completed in February 2016. Phase 2 anticipated to be open to traffic in May 2016.

May 2015 Construction Inspections:

- Sunset/Utah
 - Waiting on manhole at Cedar and Utah to be replaced in order to complete paving at that intersection.
 - Storm 50% complete.
- Parkside Phase 1
 - Franchise is installing utilities (gas, electric, etc.) estimate completion one week.
 - Lift Station has been ordered and will begin construction in June.
 - Will be working on meter box installations in early June.
- Ash Street Rehab
 - Sanitary sewer 95% complete.
 - Storm 60% complete.
 - Weather permitting, estimated to start box culvert in about two weeks.
 - As of May 30 we are on day 119.
- Light Farms Phase 3
 - This project has been finalized.
- Creeks of Legacy off-site
 - Water is 80% complete
 - Sanitary sewer is 75% complete
 - Storm drain is 50% complete
- Creeks of Legacy Phase 1A
 - Water is 25% complete
 - Sewer is 75% complete
- Creeks of Legacy Phase 1B
 - Sewer is 85% complete
- Lakes at Mustang Ranch

- Earthwork 90% complete
 - Utilities will be mobilizing and begin laying pipe early June.
- O'Reilly's
 - Water main on public side has been installed.
 - New fire hydrant has been relocated and installed on Ash Street

May 2015 Statistics:

- **Water Production:**
 - Produced from wells: 5,848,000 gallons
 - Purchased from Upper Trinity: 18,886,000 gallons
 - Total production: 24,734,000 gallons.
 - Water peak day: 1.102 MGD
- **Wastewater Treatment:**
 - Treated wastewater: 31.126 million gallons
 - Treated wastewater peak day: 3.422 MGD on 5/31/2015
 - Treated wastewater average day: 1.004 MGD
 - Total rainfall: 17.3 inches
 - Peak rainfall: 3.1 inches on 5/9/2015 and 5/23/2015
- **Work orders completed: Total 403**
- **Wastewater:**
 - Performed service and maintenance at the WWTP and pump stations
 - Performed 18 video inspections
 - 13 reinspections
 - 15 service calls
 - Filled three 20 yard sludge containers
 - Repaired 3 I&I issues
 - Serviced and maintained equipment, and worked on infiltration and inflow repairs.
- **Water:**
 - 60 meter sets
 - 12 meter replacements
 - 10 Meter/Leak Investigations
 - 8 samples
 - 130 residuals
 - 30 dead end hydrant flushes
 - Serviced and Maintained equipment.
- **Streets:**
 - 15 roadway investigations
 - 10 streets were patched
 - 15 drainage investigations
 - 8 drainage repairs
 - Helped with Farmer's Market signs
 - Assisted in road closures and notifications
 - Repaired and replaced street and traffic signs

Additional supporting documents are available upon request. Thank you for your consideration of this item, if I can be of any support, please contact me on at 972-382-2682 Ext 1081, or by email at Gjohnson@celina-tx.gov.



**NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, MAY 12, 2015 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Mayor Terry called the meeting to order at 5:06 pm.

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Public Improvement District petitions for Ownsby Farms and Sutton Fields - Fort
City Land Use Attorney Julie Fort gave Council information regarding the petitions.

B. 2nd Quarter Financials - Toutounchian

Director of Finance Jay Toutounchian gave highlights for the 2nd Quarter Financials.

C. Engineering update - Johnson

Director of Engineering and Public Works Gabe Johnson and Assistant Fire Chief Kyle Mills briefed the Council on actions taken and damage done during the recent rain event.

D. Annexation update - Liebman

Planner Ben Rodriguez went over the annexation related items on the agenda.

E. Any and/or all agenda items

No other items were discussed.

III. EXECUTIVE SESSION:

Mayor Terry announced a recess at 6:02 pm.

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

The City Council reconvened into open session at 6:02 pm. Councilman Nabors gave the invocation. Mayor Terry led the pledges of allegiance.

Minutes Acceptance: Minutes of May 12, 2015 5:00 PM (Consent Agenda)

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:**A. Cajun Festival sponsor recognitions**

Mayor Sean Terry and City Manager Mike Foreman presented sponsors with signed Cajun Fest posters. Those present and accepting signed posters were Gentle Creek Country Club, Centurion American, Light Farms and Pacheco Koch. Each Council Member was also presented with a poster.

B. Motorcycle Safety proclamation

Mayor Terry presented the proclamation to motorcycle riders representing Collin County.

C. Oscar Mejia recognition

Assistant Fire Chief Kyle Mills recognized Oscar Mejia for his assistance with Spanish translation during a medical emergency.

D. Director of the year

City Manager Mike Foreman recognized Gabe Johnson as Director of the Year.

E. Employee of the year

City Manager Mike Foreman recognized Amy Kuehn as Employee of the Year.
City Manager Mike Foreman also recognized Kyle Mills for the Citizen of the Year award he received from the Chamber of Commerce.

VI. OPEN FORUM:

No public comment was received.

VII. CONSENT AGENDA:

Consent Agenda item H was pulled from the Consent Agenda and no action was taken on this item. Councilman Nabors noted there was a typo on the agreement in item G.

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

A. Minutes Approval:

City Council - Regular Meeting - Apr 14, 2015 5:00 PM

City Council - Special Meeting - Apr 28, 2015 6:00 PM

B. Consider and act upon on a Replat for the Sandlot Addition, Lot 1R, being a Replat of the Smiley Acres Addition, Tracts 1 & 2. Liebman

Minutes Acceptance: Minutes of May 12, 2015 5:00 PM (Consent Agenda)

- C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the city manager of the City of Celina, Texas, to execute a License, Indemnification and Hold Harmless Agreement by and between the City of Celina and Rex and Sherese Glendenning for setting up and launching a fireworks display for Celina and its guests, patrons and invitees. Montgomery
- D. Consider and Act on a Petition for Annexation and Set Public Hearing Dates on June 9, 2015 at 6:00 P.M. and June 9, 2015 at 6:05 P.M. for a 58.458 Acre Tract of Land Situated in the Collin County School Land #15 Survey, Abstract No. 0170, Block 1, Tract 7 Collin County, Texas, and for a 60.133 Acre Tract Situated in the Gabriel Chenoweth Survey, Abstract No. 0140, Block 2, Tract 16 in Collin County, Texas. Liebman
- E. Consider and act upon an ordinance annexing an ±86.64 acre tract of land located in the John Morton Survey, Abstract Number 791, and the Anthony Thomasson Survey, Abstract Number 1265, Denton County, Texas. The property is generally located south of Carey Road, north of Parvin Road and west of CR 6 (Legacy Drive). Liebman
- F. Consider and act upon an ordinance annexing a ±4.518 acre tract of land located in the John Ragsdale Survey, Abstract Number 735, Collin County, Texas. the property is generally located north and east of FM 455, west of CR 946 and south of the Grayson/Collin County Line. (Pakvest) Liebman
- G. Consider and act upon an agreement between the City of Celina, Texas and Pakvest LLC to extend the time frame in which the City is required to provide certain services to an annexed tract. Liebman
- H. Consider and act upon an ordinance of the City of Celina, Texas amending the City'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. Liebman
- I. Consider and act upon setting the date for the 2016 Celina Cajun Festival event as Friday, April 8th and Saturday, April 9th, 2016.
- J. Consider and act upon an Interlocal agreement by and between the City of Celina and Collin County regarding participation in Collin County Purchaser's Forum. Toutouchian

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct two public hearings at 6:30 P.M. and 6:35 P.M. regarding an involuntary annexation of a ±90.285 acre tract of land located in the L.M. Boyd Survey, Abstract Number 48, Tract 2-9, Collin County, Texas. the property is generally located east of SH289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100.(Littell Tract) Liebman

Mayor Terry opened the hearing. No public comment was received. Mayor Terry closed the hearing at 6:34 pm. Mayor Terry opened the second hearing. No public comment was received. Mayor Terry closed the second hearing at 6:36 pm.

- B. The Celina City Council will conduct two public hearings at 6:30 P.M. and 6:35 P.M. regarding an involuntary annexation for ±16.85 acre tract of land located in the Collin County School Land Survey, Abstract Number 167, Block 1, Tract 85 Collin County, Texas. The property is generally located north and east of Oklahoma Street (Business 289), west of Preston Road (SH289) and south of Ash Street. (Eland Energy Tract) Liebman

Mayor Terry opened the hearing. No public comment was received. Mayor Terry closed the hearing at 6:35 pm. Mayor Terry opened the second hearing. No public comment was received. Mayor Terry closed the second hearing at 6:37 pm.

IX. ACTION ITEM:

- A. Consider and act upon a Meritorious Exception request for signage from Nordic Pure, 2500 N. Louisiana Drive. Liebman

Councilman Nabors moved to deny the Meritorious Exception request for signage from Nordic Pure. Mayor Pro Tem Roberts seconded. The motion carried.

RESULT:	DEFEATED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Carmen Roberts, Place 4
AYES:	Nabors, Roberts, Vaden, Anderson

- B. Consider and act on a resolution to amend the City's Street Naming Policy, to adopt an Official Map relating to the Thoroughfare Plan to hold historic place-names for State and County Roads with numeric designations, and to re-name Settlers Ridge Road as "J Fred Smith Parkway," Carthage Road (Business 289) to "Legacy Drive," Carter Ranch Road to "Punk Carter Parkway," and east and west Sunset Boulevard as east and west "Carl Darnall Parkway." Liebman

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carmen Roberts, Place 4
SECONDER:	Lori Vaden, Place 5
AYES:	Nabors, Roberts, Vaden, Anderson

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

RESULT:	TABLED [UNANIMOUS]	Next: 6/9/2015 5:00 PM
MOVER:	Carmen Roberts, Place 4	
SECONDER:	Lori Vaden, Place 5	
AYES:	Nabors, Roberts, Vaden, Anderson	

- D. Consider and act upon an ordinance adopting the annexation of an 8.931 acre tract of land located in the Tri Dal Survey, Lot 1, Block A; a 7.370 acre tract of land located in the MEP and P Ry Co Survey, Abstract Number 653, Tract 12; a 1.025 acre tract of land located in the MEP and P Ry Co Survey, Abstract Number 653, Tract 13.; and a 10.0 acre tract of land located in the MEP and P Ry Co Survey, Abstract Number 653, Tract 14. the properties are contiguous to and adjoining the City and are generally located on the west side of Preston Road, east of the BNSF Railroad, north of East Carthage Road, and south of Mark Alexander Court. Liebman

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lori Vaden, Place 5
SECONDER:	Carmen Roberts, Place 4
AYES:	Nabors, Roberts, Vaden, Anderson

- E. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday, June 9, 2015 at 6:00 PM & June 9, 2015 at 6:05 PM) for public hearings on the proposed annexations of a 7 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 39; a 4.115 acre tract of land located in Abstract A0167, Collin County School Land #14 Survey, Blk 2, Tract 89; a 34.815 acre tract of land located in Abstract A0132, B B B & C Ry Co Survey, Tract 12; a 107.207 acre tract of land located in Abstract A0132 B B B & C Ry Co Survey, Tract 6; a 15.0016 acre tract of land located In Abstract A0488, George Joy Survey, Tract 7; and authorizing and directing the City Secretary to publish notice of such public hearings and authorizing city staff to take all necessary actions to fulfill the requirements of the Municipal Annexation Act. Liebman

Councilman Nabors moved to approve item E exclusive of tract 7.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Roberts, Vaden, Anderson

- F. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create a Public Improvement District, calling for a public hearing and directing the statutory notices to be given. The property, Ownsby Farms, is ±113.548 acres and is comprised of Lots 14, 15 and 17 of Subdivision 14 of the Collin County School Land Survey, Abstract Number 167, Collin County, State of Texas. The property is generally located west of SH 289 (Preston Road), north of Frontier Parkway (FM 1461), south and east of CR 53. (Ownsby Farms) Liebman

Before consideration of item F Mayor Terry recused himself and left the meeting at 6:46 pm.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Roberts, Vaden, Anderson

- G. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create a Public Improvement District, calling for a public hearing and directing the statutory notices to be given. The property, Sutton Fields, is a ±494.883 acre tract of land located in the F. Wilkerson Survey, Abstract No. 1411, H. Rue Survey, Abstract No. 1111, T. Cox Survey, Abstract No. 309, J. Rue Survey, Abstract No. 1109, and the C. Jackson Survey, Abstract No. 1546, Denton County, Texas the property is generally located at the northeast corner of Parvin Road and FM1385. (Sutton Fields) Liebman

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

X. ADJOURNMENT:

There being no further comment Mayor Pro Tem Roberts adjourned the meeting at 6:49 pm.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of May 12, 2015 5:00 PM (Consent Agenda)



**NOTICE OF
CITY COUNCIL CANVASS
CITY HALL CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
TUESDAY, MAY 19, 2015 AT 4:30 PM**

MINUTES

NOTICE OF CANVASS FOR MAY 9, 2015 GENERAL ELECTION. SOME COUNCILMEMBERS WILL BE PRESENT VIA VIDEO CONFERENCE FROM THE CONVENTION CENTER, SOUTH HALL, 3150 PARADISE ROAD, LAS VEGAS, NEVADA (2:30 PM PST):

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Councilman Nabors called the meeting to order at 4:30 p.m. Mayor Sean Terry attended via videoconference from the Las Vegas, Nevada convention center.

II. ACTION ITEMS:

A. Consider and act to canvass the May 9, 2015 General Election.

429 votes were cast in Collin County. 271 votes were cast during Early Voting and 158 votes were cast on Election Day. 0 votes were cast in Denton County. Votes received for Place 2 were Wayne Nabors - 286, Jonathan Ralph - 80. Votes received for Place 3 were Keith Smith - 96 and Andy "Hop" Hopkins - 201.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Sean Terry, Mayor
AYES:	Nabors, Terry
ABSENT:	Roberts, Vaden, Anderson

III. ADJOURNMENT:

Councilman Nabors adjourned the meeting at 4:32 pm.

Minutes Acceptance: Minutes of May 19, 2015 4:30 PM (Consent Agenda)

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of May 19, 2015 4:30 PM (Consent Agenda)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: June 9, 2015
 Re: Wells South Annexation Petition

Action Requested:

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

Background Information:

A petition for annexation was received from The Hillwood Company on May 15, 2015. The property is contiguous to current city limits.

- | | |
|-------------------|--|
| · June 9, 2015 | Council option to accept voluntary petition to annex |
| · July 3, 2015 | Notice of public hearing to be published |
| · July 14, 2015 | Council to hold public hearings (2) |
| · August 11, 2015 | Council to consider annexation ordinance |

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition
- Property Exhibit

Staff Recommendation:

Staff recommends approval.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

PETITION FOR ANNEXATION

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

The George White Family Limited Partnership, a Texas limited partnership ("Owner"), the owner of the property described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property"), hereby requests that the Property be annexed by the City of Celina, Texas (the "City"). The Property is currently governed by a development agreement approved on April 28, 2015 by passage of Resolution No. 2015-____ (the "Development Agreement").

Prior to annexation of the Property, the City will satisfy the following conditions:

- (a) The City shall have issued and sold the first series of PID Bonds in amounts sufficient to fund the costs of all or a portion of the Public Improvements that will confer a special benefit upon the Property;
- (b) The City shall have approved a grant agreement with the Owner as described in Section 6.04(b) of the Development Agreement;
- (c) The City shall have appropriated the funds for, and entered into contracts for the construction of, the Water Line and the Sewer Line; and
- (d) The City shall have satisfied the City's TIF financing obligations in Section 7.02 of the Development Agreement.

If the City does not satisfy the conditions described above prior to taking action to annex the Property this Petition and the Owner's consent to annexation shall be deemed to be withdrawn. If the City does not annex the Property within 180 days after the date the City Council accepts this Petition, this Petition and the Owner's consent to annexation shall be deemed to be withdrawn at the conclusion of such 180-day period.

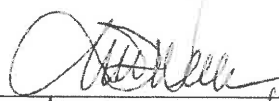
Capitalized terms in this Petition that are not defined in this Petition shall have the meaning attributed to such terms in the Development Agreement. Exhibits referenced in this Petition are attached hereto and made a part hereof for all purposes.

[Execution page follows.]

EXECUTED this ____ day of May, 2015.

THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP
a Texas limited partnership

By: WWW Group, LLC,
a Texas limited liability company,
its General Partner

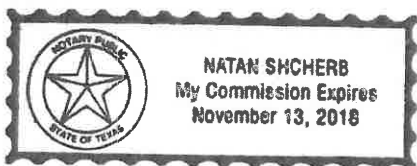
By: 
Name: Marianne Wells
Title: manager

THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 21 day of May, 2015, by Marianne Wells, Manager of WWW Group, LLC, a Texas limited liability company, on behalf thereof as the General Partner of The George White Family Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.



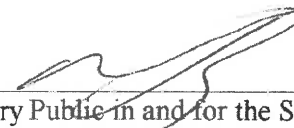

Notary Public in and for the State of TEXAS

Exhibit AMetes and Bounds Description of Property

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrienne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PK nail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

The Wells South Tract
Annexation Petition

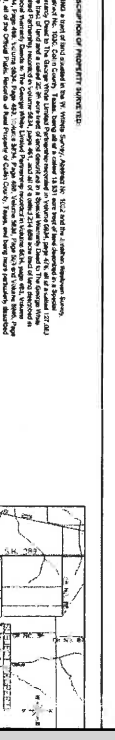
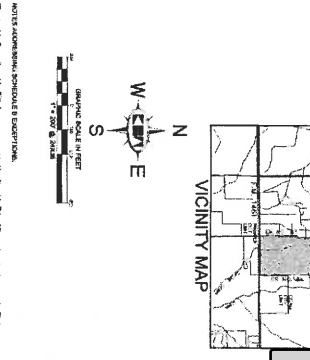
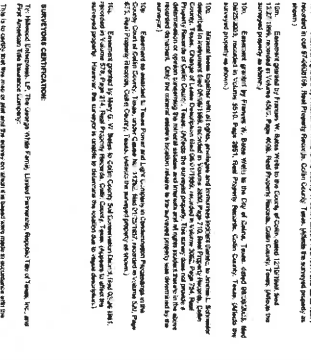
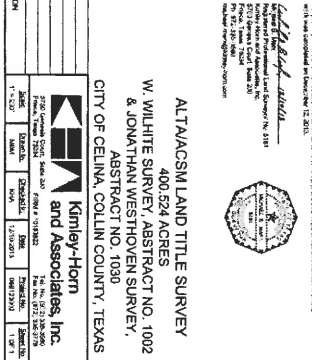
Exhibit B

Map of Property

Exhibit B – Page 1

Attachment: Petition for Annexation (1073 : Wells South Annexation Petition)

1560.01747286.3





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: June 9, 2015
 Re: Cambridge Crossing Annexation Petition

Action Requested:

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

Background Information:

A petition for annexation was received from Cambridge Company on May 22, 2015. The property is contiguous to current city limits.

§ June 9, 2015	Council option to accept voluntary petition to annex
§ June 26, 2015	Notice of public hearing to be published
§ July 14, 2015	Council to hold public hearings (2)
§ August 11, 2015	Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition
- Property Exhibit

Staff Recommendation:

Staff recommends approval.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.



VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: Richard Alderson Survey Abstr. #7
 Tract Number(s): _____ Number of Acres: 114.1
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): 0

Current Property	Submittal Requirements
Owner's Name: <u>Tollway/OUTER LOOP, L.P.</u> Company: <u>CAMBRIDGE CO.</u> Address: <u>8750 N. CENTRAL EXPRESSWAY, STE. 1735</u> City, State, Zip: <u>DALLAS, TX 75231</u> Phone#: <u>214.691.2556</u> Fax #: <u>214.691.0682</u> E-Mail Address: <u>Matt@cambridgecos.com</u> Owners Signature: <u>[Signature]</u> <u>"An authorized agent of owner"</u> Representative's Name: <u>MATTHEW ALEXANDER</u> Company: <u>Cambridge Companies</u> Address: <u>8750 N. Central Exp. Ste 1735</u> City, State, Zip: <u>Dallas, TX 75231</u> Phone#: <u>469.576.1188</u> Fax #: <u>214.691.0682</u> E-Mail Address: <u>Matt@cambridgecos.com</u>	☒ Application ☒ Application Fee - Minimum \$250.00 or actual costs ☒ Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper. ☒ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property. ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

COUNTY OF COLLIN



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

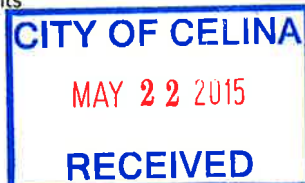
[Signature]
 An Authorized agent of owner
 Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 22nd day of May, 2015
 My Commission expires July 29th 2017
Jamie Marie Faith Broun
 Notary Public in & for the State of Texas

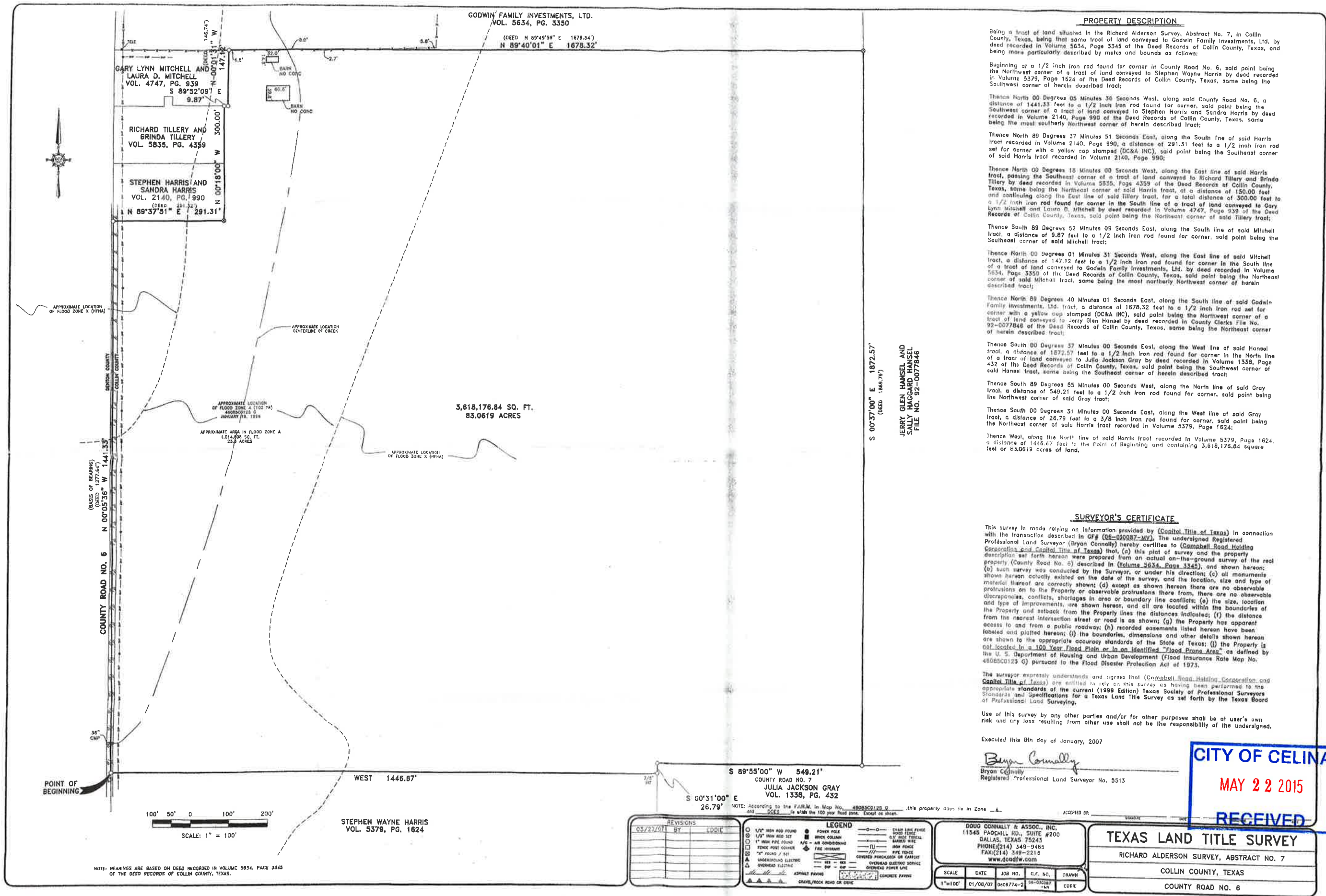
OFFICE USE ONLY

Receipt#: _____
 Check#: _____
 Payor: _____

This application meets requirements



Signature _____ Date _____





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: June 9, 2015
 Re: Consider and authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Stephen and Cynthia Sharrock.

Action Requested:

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

Background Information:

The City and the property owners wish to enter into an agreement that will allow the ±15.002 acre tract of land to remain in the Extraterritorial Jurisdiction (ETJ) of the City of Celina for a period not to exceed fifteen (15) years and that the property owner will, at that time, voluntarily petition the City for annexation. During this time period, the property owner may only subdivide the land for the purposes of constructing two single family detached residential structures.

The proposed agreement will allow the City to use the subject tract as a point of contiguity in future annexations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the annexation agreement and found it to be acceptable.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

N/A

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0488 George Joy Survey, Tract 7, 15.0016 acres, commonly known as 9492 County Road 97 Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as three segments by Collin County Central Appraisal District, with "Land Segment 1" being 1.000 acres, "Land Segment 2" being 8.0016 acres, and "Land Segment 3" being 6.000 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, the Owner desires to subdivide and transfer 2 tracts located within the Property consisting of 1 acre each to two of Owner's children during the term of this Agreement and construct upon each tract 1 single-family residential structure and accessory structures, and City agrees to guarantee the continuation of the extraterritorial status of the Property after such subdivision and development occur in accordance with the terms of this Agreement;

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use on the 1.000 acres designated as "Land Segment #1" by Collin county Central Appraisal District, and except for the subdivision of 2 tracts consisting of 1.000 acres each ("Tract One" and "Tract Two") as legally described and depicted in the attached Exhibit "B", so long as Tract One and Tract Two are transferred only to Owner's children and used exclusively for construction and occupation of one single-family residential structure and its accessory structures on Tract One, and one single-family structure and its accessory structures on Tract Two, without the prior written authority of the City Council, but upon issuance of building , and related permits, from the City.

Except for the subdivision and development of a single-family residential structure and an accessory structure on Tract One and a single-family residential structure and an accessory structure on Tract Two as described above, the Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

Except for the subdivision and development of a single-family residential structure on Tract One and a single-family residential structure on Tract Two as described above, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may

construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the

property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, except for Tract One and Tract Two, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2015.

SIGNATURES ON NEXT PAGE

Attachment: Sharrock Ch. 43 agreement (1070 : Sharrock Tract Annexation Agreement)

CITY OF CELINA

By: _____
 Name: Mike Foreman
 Title: City Manager
 Date: _____

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by Mike Foreman, City Manager of the City of Celina, Texas on behalf of said City.

 Notary Public in and for the State of TEXAS

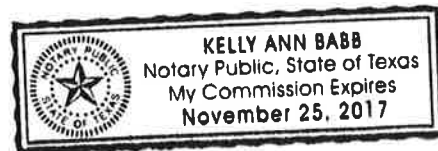
OWNER 1

By: Steven D. Sharrock
 Name: Steven D. Sharrock
 Date: 5-8-15

THE STATE OF TEXAS §
 §
 COUNTY OF Collin §

This instrument was acknowledged before me on May 8, 2015, by Steven D. Sharrock, joint owner of said Property.

Kelly Ann Babb
 Notary Public in and for the State of TEXAS



OWNER 2

By: Cynthia L. Sharrock
 Name: Cynthia L. Sharrock
 Date: 5-8-15

THE STATE OF TEXAS

§

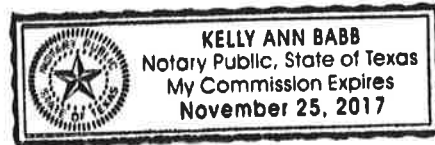
COUNTY OF Collin

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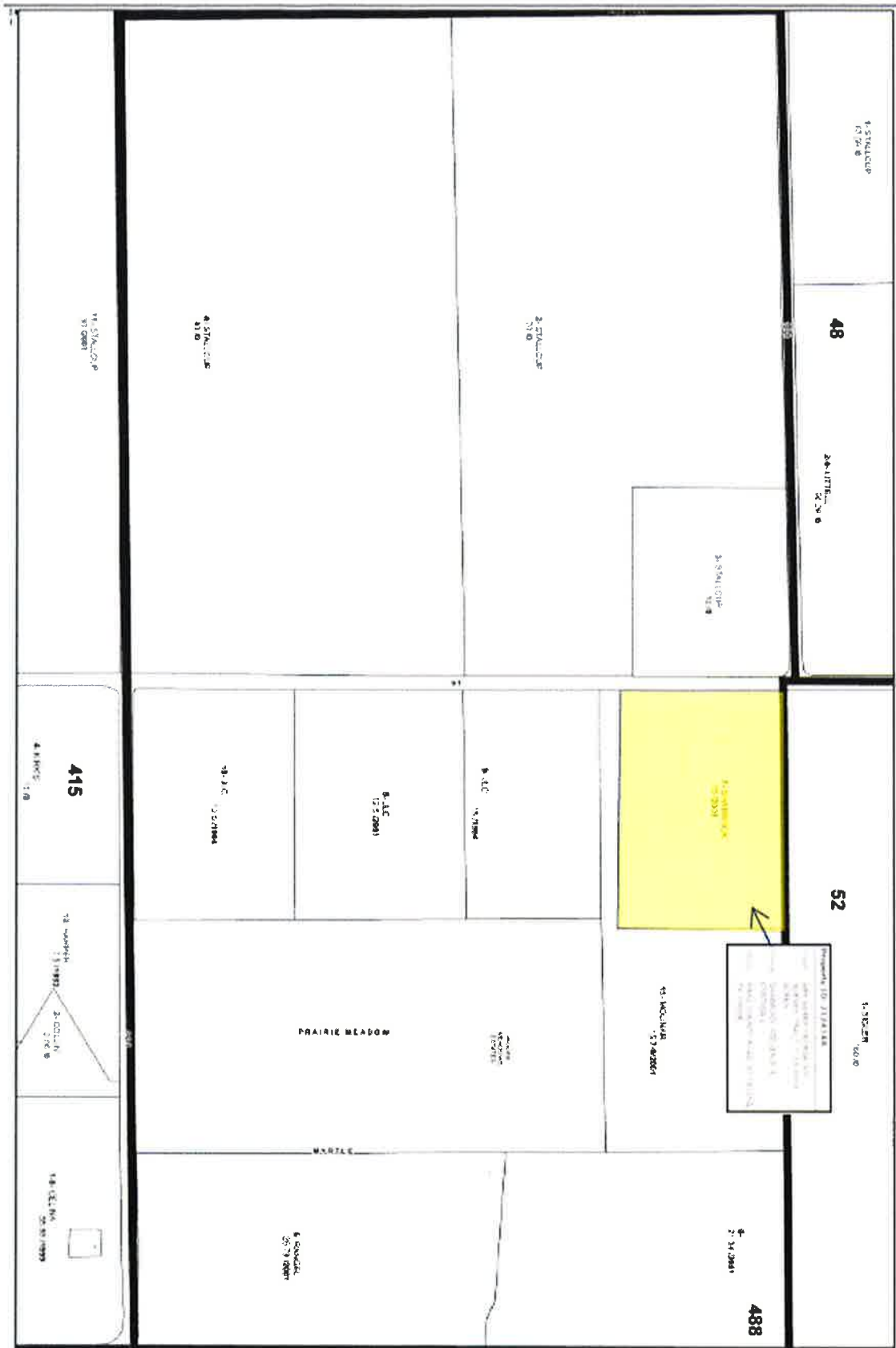
This instrument was acknowledged before me on May 8, 2015, by Cynthia L. Sharrock, joint owner of said Property.

Kelly Babb
 Notary Public in and for the State of TEXAS



Attachment: Sharrock Ch. 43 agreement (1070 : Sharrock Tract Annexation Agreement)

EXHIBIT "A"



Attachment: Sharrock Ch. 43 agreement (1070 : Sharrock Tract Annexation Agreement)

EXHIBIT "B"

**** PROPERTY DESCRIPTION *****Tract One*

All that certain tract or parcel of land situated in the George Joy Survey, Abstract Number 488, County of Collin, State of Texas, said tract being part of a tract as described in Deed to Steven D. Sharrock et ux, Cynthia L. Sharrock, filed 28 September 1993, and in County Clerks Number 93-0082123 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for a corner of the tract being described herein at a set PK Nail, said nail being the southwest corner of said Sharrock tract, said nail also being in County Road Number 97 (an asphalt surfaced road),

Thence: North 00 degrees 00 minutes 02 degrees West, with the west line of said Sharrock tract, and in said road, a distance of 145.65 feet to a set PK Nail for the northwest corner of this tract;

Thence: North 89 degrees 05 minutes 35 degrees East, passing a set ½ inch Steel Square Tubing on the east side of said road, and continuing on said course for a distance of 299.21 feet to a set ½ inch Steel Square Tubing for the northeast corner of this tract;

Thence: South 00 degrees 00 minutes 02 degrees East, a distance of 145.65 feet to a set ½ inch Steel Square Tubing for the southeast corner of this tract;

Thence: South 89 degrees 05 minutes 35 degrees West, passing at 269.56 feet a found ½ inch Steel Rebar by a pipe fence corner post and continuing on said course for a total distance of 299.21 feet to the POINT OF BEGINNING and containing 1.000 acre of land.

**** PROPERTY DESCRIPTION *****Tract Two*

All that certain tract or parcel of land situated in the George Joy Survey, Abstract Number 488, County of Collin, State of Texas, said tract being part of a tract as described in Deed to Steven D. Sharrock et ux, Cynthia L. Sharrock, filed 28 September 1993, and in County Clerks Number 93-0082123 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for a corner of the tract being described herein at a set PK Nail, said nail being North 00 degrees 00 minutes 02 degrees West, a distance of 145.65 feet from the southwest corner of said Sharrock tract, said nail also being in County Road Number 97 (an asphalt surfaced road),

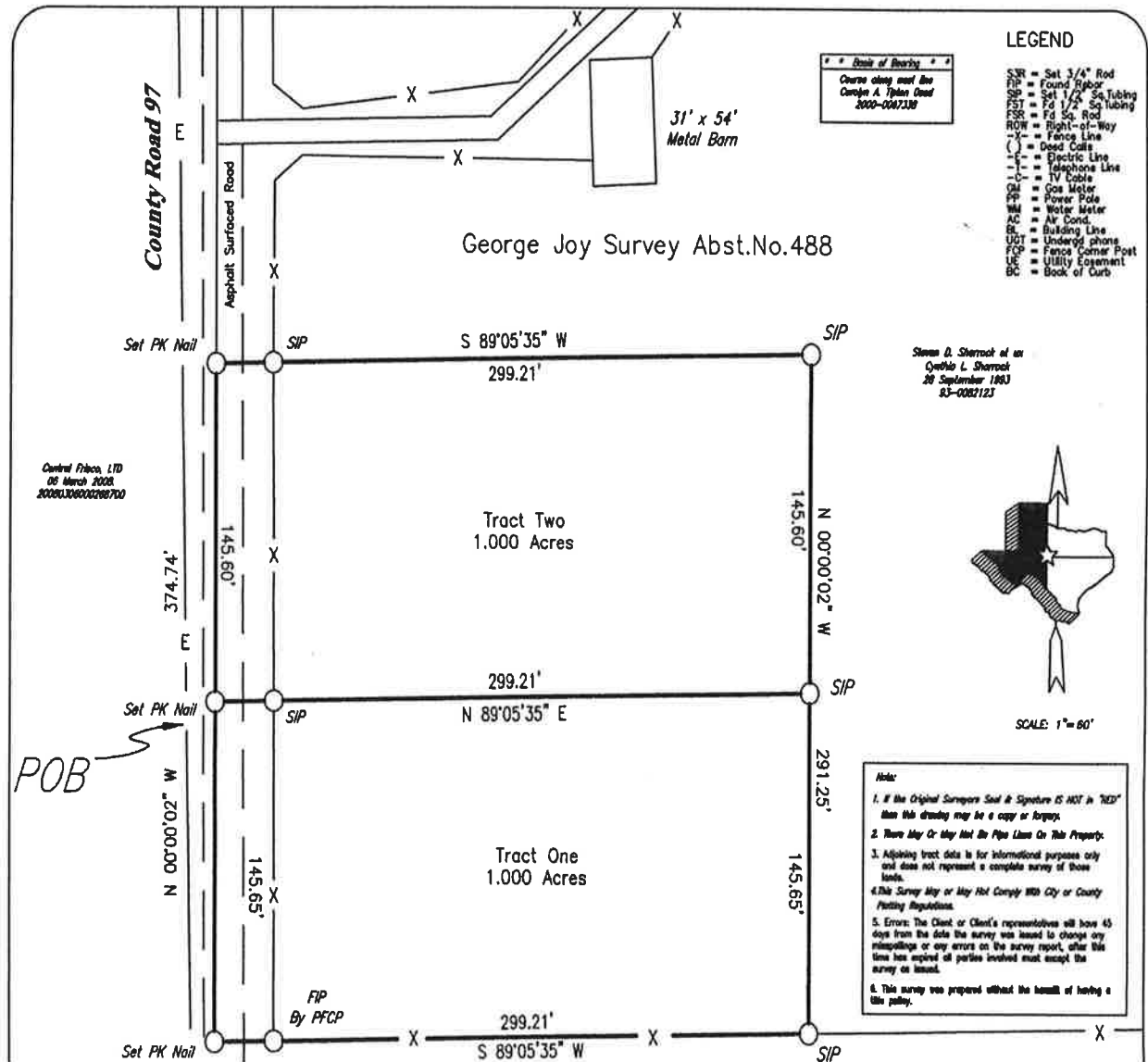
Thence: North 00 degrees 00 minutes 02 degrees West, with the west line of said Sharrock tract, and in said road, a distance of 145.60 feet to a set PK Nail for the northwest corner of this tract;

Thence: North 89 degrees 05 minutes 35 degrees East, passing a set ½ inch Steel Square Tubing on the east side of said road, and continuing on said course for a distance of 299.21 feet to a set ½ inch Steel Square Tubing for the northeast corner of this tract;

Thence: South 00 degrees 00 minutes 02 degrees East, a distance of 145.60 feet to a set ½ inch Steel Square Tubing for the southeast corner of this tract;

Thence: South 89 degrees 05 minutes 35 degrees West, passing a set ½ inch Steel Square Tubing and continuing on said course for a distance of 299.21 feet to the POINT OF BEGINNING and containing 1.000 acre of land.

EXHIBIT B



Attachment: Sharrock Ch. 43 agreement (1070 : Sharrock Tract Annexation Agreement)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: June 9, 2015
 Re: Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Martinek Farming LLC.

Action Requested:

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

Background Information:

Texas local government code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property owner may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the city to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends that the item be accepted as presented.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0132 B B B & C Ry Survey, Tract 12, 34.815 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 34.815 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would

otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2015.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
 Name: Mike Foreman
 Title: City Manager
 Date: _____

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____ 2015, by Mike Foreman, City Manager of the City of Celina, Texas on behalf of said City.

 Notary Public in and for the State of TEXAS

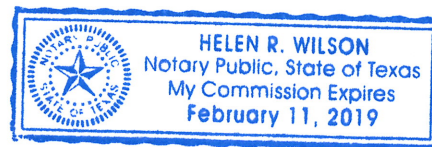
OWNER: MARTINEK FARMING LLC

By: Donald R. Martinek
 Name: Donald R. Martinek
 Title: Manager
 Date: 5-20-15

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

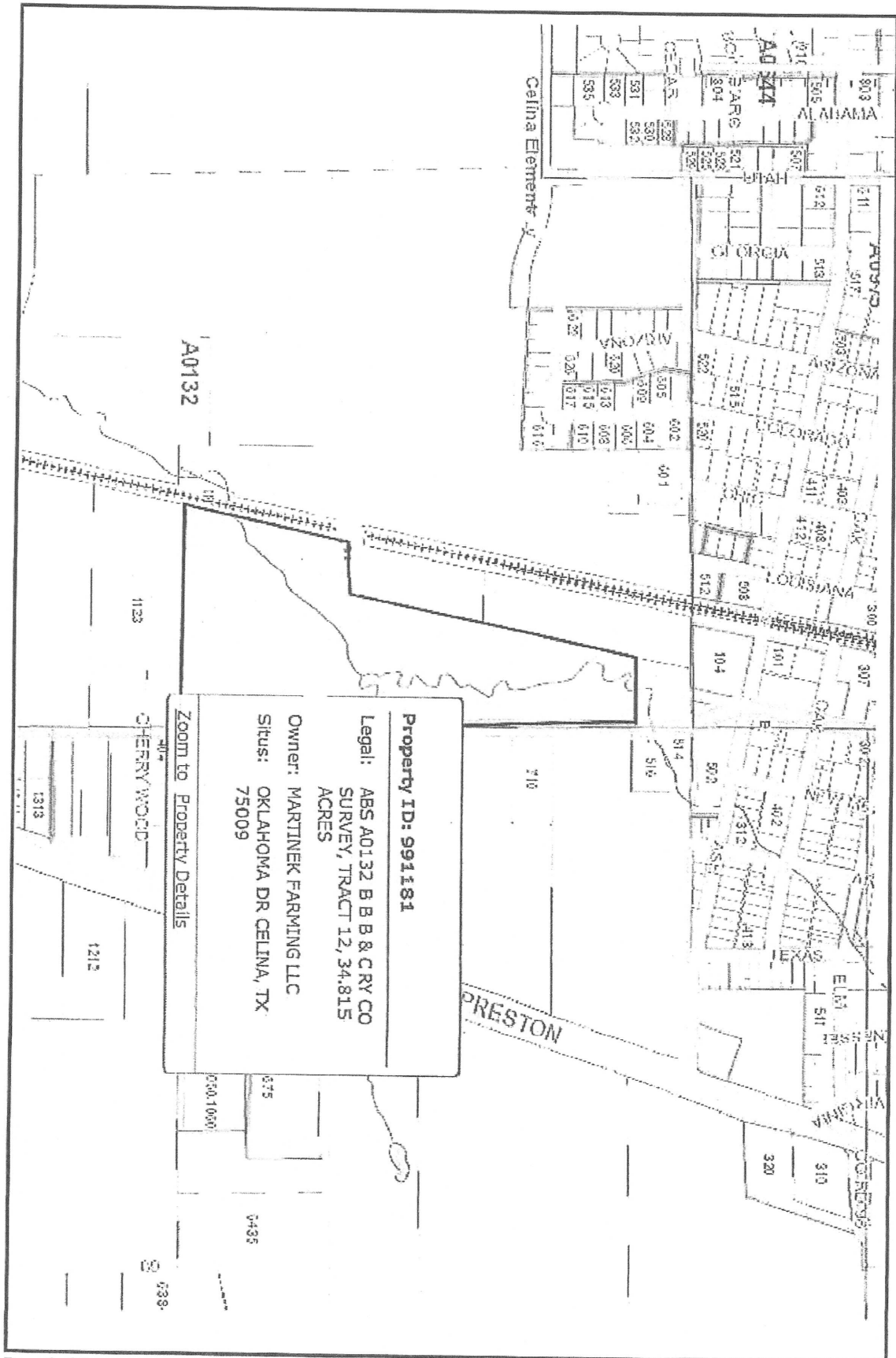
This instrument was acknowledged before me on May 20 _____, 2015, by _____, representative of owner of said Property.

Helen R. Wilson
 Notary Public in and for the State of TEXAS



Attachment: Martinek Ch43 agreement (1121 : Martinek Grain pre annexation Ch 43 agreement)

EXHIBIT "A"



Attachment: Martinek Ch43 agreement (1121 : Martinek Grain pre annexation Ch 43 agreement)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: June 9, 2015
Re: Atmos Energy

Action Requested:

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

Background Information:

See attached memo

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution, Memo

Staff Recommendation:

None

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

MODEL STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was adopted by the City as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. In February 2014, Atmos Mid-Tex filed its second annual filing under the Rate Review Mechanism (“RRM”) Tariff, seeking an increase of \$45.7 million. Although ACSC attempted to reach a settlement with the Company as it had in past years, the wide differences between the Company and ACSC’s consultants’ recommendations made a compromise impossible. On the recommendation of the ACSC Executive Committee and ACSC’s legal counsel, the City in 2014 adopted a Resolution denying the requested rate increase.

The Company appealed the City’s denial to the Railroad Commission of Texas (“Commission”), and revised its requested increase to \$43.8 million. A hearing was held on the Company’s appeal on September 3, 2014. On April 28, 2015, the Commission’s Hearings Examiner issued his Proposal for Decision (“PFD”) in the Company’s appeal of the City’s denial of the 2014 RRM rate increase. This PFD was not favorable to ACSC, but did recommend a reduction of approximately \$860,000 to the Company’s adjusted 2014 filing.

While the parties were waiting for the PFD from the Hearings Examiner in the appeal of the 2014 RRM filing, on February 27, 2015, Atmos Mid-Tex filed with the City another rate increase request under the RRM Tariff, seeking additional revenues in the amount of \$28.762 million (total system) or \$24.0 million (affected cities). The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its 2015 request to increase rates. The Resolution and attached Settlement Agreement and tariffs are the result of negotiation between the Mid-Tex Executive Committee and the Company to resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex’s filing. The recommended Settlement Agreement also requires Atmos to abate its appeal of the City’s rejection of the 2014 RRM rate increase pending approval by all ACSC cities of the Settlement Agreement. The Agreement requires Atmos to give the City the benefit of the adjustments to the 2014 rate increase recommended by the PFD.

The Resolution and Settlement tariffs approve rates that will increase the Company’s revenues by \$65.7 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2015. The monthly residential customer charge will be \$18.60. The consumption charge will change from \$0.08819 per Ccf to \$0.09931 per Ccf. The monthly bill impact for the typical residential customer consuming 60 Ccf will be an increase of \$1.14 (about a 1.59% increase in the base bill). The typical commercial customer will see an increase of \$2.69 or 0.96%.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Resolution approving the negotiated Settlement Agreement resolving both the 2014 and the 2015 RRM filings, and implementing the rate change.

RRM Background:

The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early

2013, the City adopted a renewed RRM tariff for an additional five years. This is the third RRM filing under the renewed tariff. The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings. ACSC's consultants have calculated that had Atmos filed its 2015 case under the GRIP provisions, it would have received additional revenues from ratepayers of approximately \$10 million.

Purpose of the Resolution:

The purpose of the Resolution is to approve the Settlement Agreement and the resulting rate change under the RRM tariff. As a result of the negotiations, the Executive Committee was able to reduce the Company's requested \$28.8 million rate increase for Mid-Tex cities to \$21,962,784. When added to the settlement of the 2014 RRM filing and the adjustments recommended by the PFD, the Company will receive total additional annual revenues of \$65.7 million. Because the 2014 rates have been in effect since June 1, 2014, the increase to currently-billed rates is \$21 million. Approval of the Resolution will result in rates that implement an increase in Atmos Mid-Tex's revenues effective June 1, 2015.

Why Approve the Settlement Agreement:

While it is annoying and disconcerting to annually consider rate adjustments from Atmos Mid-Tex, the Texas legislature has granted gas utilities the right, through the GRIP process, to an annual increase based on increases in invested capital. GRIP is piecemeal ratemaking and ignores increases in revenues and declines in O&M expenses that may be associated with plant additions. ACSC found it preferable to negotiate with Atmos to substitute an expedited comprehensive review process that includes consideration of revenues and expenses as well as invested capital for the GRIP process.

Compelling reasons for approving the Settlement include:

1. While the 2015 RRM system-wide filing exceeded \$28 million, a comparable GRIP filing would have been in excess of \$38 million. ACSC has negotiated a reduction to the 2015 filing of approximately \$6 million. Therefore, the 2015 RRM result is approximately \$16 million better for ratepayers within municipal limits than ratepayers within Environs.
2. ACSC counsel is convinced that the Proposal for Decision ("PFD") by Railroad Commission Examiners in the 2014 RRM appeal will not improve if we file Exceptions and Replies to Exceptions. Counsel recommends action to avoid the PFD becoming a final order that would serve as precedent in future rate proceedings.
3. The token benefit to ratepayers authorized in the PFD to the 2014 appeal has been incorporated into the Settlement Agreement.
4. Atmos will file its formal withdrawal of its 2014 appeal only after all ACSC members approve the Settlement Agreement.

5. The alternative to approval of the Settlement Agreement would be another contested case hearing on appeal of the 2015 filing, implementation of interim rates on June 1, 2015 at the full value of the Company's request (or \$6 million higher than proposed by the Settlement) and continuation of the 2014 appeal with resulting rate case expenses borne by ratepayers.

Explanation of "Be It Resolved" Sections:

1. This section approves all findings in the Resolution.
2. This section finds the Settlement Agreement (attached to the Resolution) to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2014 and 2015 RRM filings, and that such settlement is in the public interest and consistent with the City's statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$21 million and adopts the attached new rate tariffs.
4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases.
5. This section renews the Atmos Mid-Tex RRM Tariff for an additional period of time, commencing with the filing to be made on March 1, 2016, and continuing until the RRM Tariff is suspended by ordinance of the City.
6. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
7. This section repeals any resolution that is inconsistent with this Resolution.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2015.
11. This paragraph directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for the Steering Committee.



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Public Works
 Date: June 9, 2015
 Re: <Insert Subject/RE Here>

Action Requested:

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

Background Information:

The project consists of approximately 1,200 LF of 12" C900 Class 235 DR-18 water main, 1,100 LF of 16" 905 Class 235 DR-18 water main, 19,650 LF of 24" C905 Class 235 DR-18 water main, and various appurtenances.

A pre-bid meeting was held on 5/19 to answer any questions associated with the project. From the pre-bid meeting one addendum was issued. The bids were publicly opened on 5/28 at City Hall. There were a total of 12 bidders. The highest bid was \$3,990,023. The median bid was \$3,363,900. The low bidder was Wilson Contractor Services with a bid of \$2,935,000. The maximum contract time required by the Contractor for completion of these improvements, beginning on the date specified in the Notice to Proceed, is 200 Calendar days.

Board Review/Citizen Input:

N/A

Alternatives:

If council chooses to not approve the contract staff can re-bid the project in June.

Financial Considerations:

City will be selling CO Bonds to pay for both water and sewer projects for the SE Sector. The sewer project will be bid in 4 phases. Two of the phases are being bid in June and the other two are being

bid in July. Staff will be working with our financial advisors on when the bonds will be sold. Staff would like to recommend adding a 10% contingency amount to the bids for all the water and sewer projects for issues that may arise during construction. The total request for the Southeast Sector Water Lines W1 and W2 will be for \$3,228,500 ($\$2,935,000 + 10\% = \$3,228,500$).

Legal Review:

The City Attorney has reviewed and approved the contract as presented.

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:

Approval

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

June 1, 2015
PK No.: 3551-14.141

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

Re: **WATER LINES W1 & W2 SOUTHEAST SECTOR (W-201411-01)**
RECOMMENDATION OF AWARD
Celina, Collin County, Texas

Dear Mr. Johnson:

BID RESULTS

Attached is the Bid Tabulation for the bids received May 28, 2015 for the referenced project for your use.

The lowest Bid received was from Wilson Contractor Services. Based on the estimated quantities in the Bid Proposal and the unit prices bid by Wilson Contractor Services, the total amount of the bid for contract award is \$2,935,000.

CONTRACTOR QUALIFICATIONS

Wilson Contractor Services provided a list of experience and references for this project. Pacheco Koch called some of the various references and verified experience and the references' opinion of the work performed by the contractor. Attached are the references provided along with reference inquiries.

RECOMMENDATION

Based on the information we have received to date, we see no reason not to award a contract for the referenced project to Wilson Contractor Services for the Bid amount of \$2,935,000.

Should you have any questions about the information contained herein, please do not hesitate to call.



Christopher J. Cha, P.E.

Attachments:

Bid Tabulation
Qualifications and Contractor Reference Inquiry Sheets

Xc: Tony Martinez – Wilson Contractor Services
File

CITY OF CELINA

BID TABULATION



WATER LINES W1 & W2 SOUTHEAST SECTOR
City Project Number: W-201411-01
PK No. 3551-14.141

BIDS OPENED: May 28, 2015 CONTRACT TIME: 200 Calendar Days				Wilson Contractor Services 107 Bell Ave. Denton, TX 76201		S & J Construction Co., Inc. P.O. Box 5003 Jacksonville, AR 72078		Condie Construction Co., Inc. 53 North 1650 West Springville, UT 84663		Dowager Utility Construction, LTD 2464 Manana Drive Dallas, TX 75220		SYB Construction Co., Inc. 421 Compton Irving, TX		Kodiak Trenching + Boring, LLC 214 E. Main Street Grapevine, TX 76051	
ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$ 147,285.54	\$ 147,285.54	\$ 40,000.00	\$ 40,000.00	\$ 142,000.00	\$ 142,000.00	\$ 140,000.00	\$ 140,000.00	\$ 163,000.00	\$ 163,000.00	\$ 150,000.00	\$ 150,000.00
2	Traffic Control	1	LS	2,500.00	2,500.00	15,000.00	15,000.00	11,200.00	11,200.00	6,000.00	6,000.00	5,000.00	5,000.00	12,000.00	12,000.00
3	Project Sign	2	EA	1,000.00	2,000.00	1,750.00	3,500.00	620.00	1,240.00	500.00	1,000.00	750.00	1,500.00	650.00	1,300.00
4	Temporary Erosion, Sedimentation and Water Pollution Prevention (SWPPP)	1	LS	25,000.00	25,000.00	35,650.00	35,650.00	10,800.00	10,800.00	20,000.00	20,000.00	10,000.00	10,000.00	3,600.00	3,600.00
5	General Site Preparation	1	LS	42,300.00	42,300.00	61,500.00	61,500.00	64,500.00	64,500.00	60,000.00	60,000.00	15,000.00	15,000.00	75,000.00	75,000.00
6	6" PVC C-900, DR-18 Water Main Pipe	188	LF	35.93	6,754.84	33.28	6,256.64	38.00	7,144.00	40.00	7,520.00	36.00	6,768.00	25.00	4,700.00
7	12" PVC C-900 Class 235, DR-18 Water Main Pipe	1,214	LF	45.00	54,630.00	40.47	49,130.58	45.00	54,630.00	50.00	60,700.00	46.50	56,451.00	44.00	53,416.00
8	16" PVC C-905 Class 235, DR-18 Water Main Pipe	973	LF	68.50	66,650.50	53.82	52,366.86	67.00	65,191.00	70.00	68,110.00	62.50	60,812.50	55.00	53,515.00
9	24" PVC C-905 Class 235, DR-18 Water Main Pipe	19,046	LF	104.00	1,980,784.00	87.61	1,668,620.06	87.70	1,670,334.20	92.00	1,752,232.00	101.00	1,923,646.00	92.00	1,752,232.00
10	26" Steel Casing	30	LF	419.23	12,576.90	492.20	14,766.00	516.00	15,480.00	600.00	18,000.00	689.00	20,670.00	485.00	14,550.00
11	36" Steel Casing	290	LF	400.00	116,000.00	525.53	152,403.70	660.00	191,400.00	700.00	203,000.00	550.00	159,500.00	627.00	181,830.00
12	Ductile Iron Fittings	22	TON	1.00	22.00	11,000.00	242,000.00	13,445.00	295,790.00	8,000.00	176,000.00	9,350.00	205,700.00	18,575.00	408,650.00
13	6" Gate Valve	30	EA	1,020.00	30,600.00	1,290.32	38,709.60	1,570.00	47,100.00	1,400.00	42,000.00	1,400.00	42,000.00	1,365.00	40,950.00
14	12" Gate Valve	3	EA	2,400.00	7,200.00	2,774.00	8,322.00	2,910.00	8,730.00	2,800.00	8,400.00	2,750.00	8,250.00	2,525.00	7,575.00
15	16" Butterfly Valve	3	EA	5,170.00	15,510.00	5,145.33	15,435.99	7,375.00	22,125.00	8,000.00	24,000.00	9,500.00	28,500.00	5,025.00	15,075.00
16	24" Butterfly Valve	27	EA	7,510.00	202,770.00	7,141.48	192,819.96	10,125.00	273,375.00	12,000.00	324,000.00	12,900.00	348,300.00	6,535.00	176,445.00
17	12" Air Release Valve	2	EA	2,600.00	5,200.00	11,023.00	22,046.00	3,290.00	6,580.00	5,000.00	10,000.00	2,350.00	4,700.00	2,750.00	5,500.00
18	16" Blow Off Valve	1	EA	3,350.00	3,350.00	7,503.00	7,503.00	5,570.00	5,570.00	6,000.00	6,000.00	3,000.00	3,000.00	3,350.00	3,350.00
19	24" Air Release Valve	6	EA	3,350.00	20,100.00	12,407.00	74,442.00	3,845.00	23,070.00	10,000.00	60,000.00	3,000.00	18,000.00	3,575.00	21,450.00
20	24" Blow Off Valve	7	EA	3,100.00	21,700.00	11,109.00	77,763.00	10,470.00	73,290.00	10,000.00	70,000.00	3,200.00	22,400.00	3,755.00	26,285.00
21	Connect to Existing Water Main	4	EA	1,800.00	7,200.00	4,237.50	16,950.00	2,340.00	9,360.00	5,000.00	20,000.00	1,700.00	6,800.00	3,000.00	12,000.00
22	Trench Safety	21,346	LF	0.67	14,301.82	1.00	21,346.00	0.25	5,336.50	1.00	21,346.00	1.00	21,346.00	1.00	21,346.00
23	Fire Hydrant Assembly	29	EA	2,400.00	69,600.00	2,421.21	70,215.09	3,335.00	96,715.00	4,000.00	116,000.00	3,350.00	97,150.00	3,715.00	107,735.00
24	Asphalt Pavement Repair (5' Wide Class A Concrete) (6" Thick)	40	LF	125.00	5,000.00	70.00	2,800.00	53.00	2,120.00	60.00	2,400.00	50.00	2,000.00	50.00	2,000.00
25	Remove Wire Fence	15,000	LF	0.40	6,000.00	3.00	45,000.00	2.65	39,750.00	1.00	15,000.00	1.00	15,000.00	2.50	37,500.00
26	Replace Wire Fence	15,000	LF	3.20	48,000.00	6.50	97,500.00	3.45	51,750.00	2.00	30,000.00	2.50	37,500.00	6.50	97,500.00
27	Seeding	8,527	SY	2.20	18,759.40	0.85	7,247.95	0.80	6,821.60	2.00	17,054.00	1.00	8,527.00	2.50	21,317.50
28	Sodding	641	SY	5.00	3,205.00	5.00	3,205.00	4.50	2,884.50	6.00	3,846.00	7.00	4,487.00	5.50	3,525.50
TOTAL BID				\$ 2,935,000.00		\$ 3,042,499.43		\$ 3,204,286.80		\$ 3,282,608.00		\$ 3,296,007.50		\$ 3,310,347.00	
5% BID SECURITY				BOND		BOND		BOND		BOND		BOND		BOND	
ADDENDA ACKNOWLEDGED				YES		YES		YES		YES		YES		YES	

Attachment: 3551-14.141 Celina - Water Lines W1 & W2 Southeast Sector Recommendation of Award (1115 : Construction Contract - SE Sector

CITY OF CELINA



WATER LINES W1 & W2 SOUTHEAST SECTOR
City Project Number: W-201411-01
PK No. 3551-14.141

BIDS OPENED: May 28, 2015 CONTRACT TIME: 200 Calendar Days				Quality Excavation LTD 958 US Highway 377, Ste. 200 Aubrey, TX 76227		C-con Services, Inc. 2230 Joe Field Rd. Dallas, TX 75229		S.J. Louis Construction, LTD 520 S. 6th Ave. Mansfield, TX 76063		Dickerson Construction Co., Inc. P.O. Box 181 Celina, TX 75009		Mountain Cascade of TX 99 Regency Parkway Suite 107 Mansfield, TX 76063		Lone Star Civil Construction , Inc. 4320 Windsor Centre Trail, Suite 500 Flower Mound, TX 75028	
ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$ 26,495.00	\$ 26,495.00	\$ 125,000.00	\$ 125,000.00	\$ 100,000.00	\$ 100,000.00	\$ 55,000.00	\$ 55,000.00	\$ 140,000.00	\$ 140,000.00	\$ 180,000.00	\$ 180,000.00
2	Traffic Control	1	LS	18,205.00	18,205.00	15,000.00	15,000.00	7,000.00	7,000.00	5,000.00	5,000.00	15,000.00	15,000.00	71,000.00	71,000.00
3	Project Sign	2	EA	760.00	1,520.00	1,000.00	2,000.00	500.00	1,000.00	1,000.00	2,000.00	1,000.00	2,000.00	500.00	1,000.00
4	Temporary Erosion, Sedimentation and Water Pollution Prevention (SWPPP)	1	LS	25,545.00	25,545.00	15,000.00	15,000.00	7,000.00	7,000.00	10,000.00	10,000.00	15,000.00	15,000.00	80,000.00	80,000.00
5	General Site Preparation	1	LS	136,800.00	136,800.00	50,000.00	50,000.00	100,000.00	100,000.00	18,000.00	18,000.00	25,000.00	25,000.00	180,000.00	180,000.00
6	6" PVC C-900, DR-18 Water Main Pipe	188	LF	34.25	6,439.00	31.00	5,828.00	57.00	10,716.00	65.00	12,220.00	35.00	6,580.00	42.00	7,896.00
7	12" PVC C-900 Class 235, DR-18 Water Main Pipe	1,214	LF	50.25	61,003.50	42.00	50,988.00	73.00	88,622.00	80.00	97,120.00	40.00	48,560.00	45.00	54,630.00
8	16" PVC C-905 Class 235, DR-18 Water Main Pipe	973	LF	65.00	63,245.00	54.00	52,542.00	86.00	83,678.00	100.00	97,300.00	60.00	58,380.00	58.00	56,434.00
9	24" PVC C-905 Class 235, DR-18 Water Main Pipe	19,046	LF	99.00	1,885,554.00	91.00	1,733,186.00	114.80	2,186,480.80	103.00	1,961,738.00	104.00	1,980,784.00	115.00	2,190,290.00
10	26" Steel Casing	30	LF	565.00	16,950.00	400.00	12,000.00	501.00	15,030.00	485.00	14,550.00	600.00	18,000.00	750.00	22,500.00
11	36" Steel Casing	290	LF	615.00	178,350.00	425.00	123,250.00	615.00	178,350.00	610.00	176,900.00	700.00	203,000.00	500.00	145,000.00
12	Ductile Iron Fittings	22	TON	16,220.00	356,840.00	18,000.00	396,000.00	1.00	22.00	18,500.00	407,000.00	8,200.00	180,400.00	16,000.00	352,000.00
13	6" Gate Valve	30	EA	1,231.00	36,930.00	1,200.00	36,000.00	1,200.00	36,000.00	1,000.00	30,000.00	2,000.00	60,000.00	1,000.00	30,000.00
14	12" Gate Valve	3	EA	2,820.00	8,460.00	2,400.00	7,200.00	2,400.00	7,200.00	2,500.00	7,500.00	3,500.00	10,500.00	2,400.00	7,200.00
15	16" Butterfly Valve	3	EA	4,200.00	12,600.00	7,000.00	21,000.00	7,700.00	23,100.00	6,000.00	18,000.00	11,000.00	33,000.00	6,200.00	18,600.00
16	24" Butterfly Valve	27	EA	6,708.00	181,116.00	9,100.00	245,700.00	10,300.00	278,100.00	8,200.00	221,400.00	14,000.00	378,000.00	8,200.00	221,400.00
17	12" Air Release Valve	2	EA	2,234.00	4,468.00	5,000.00	10,000.00	3,400.00	6,800.00	3,250.00	6,500.00	6,000.00	12,000.00	5,200.00	10,400.00
18	16" Blow Off Valve	1	EA	2,955.00	2,955.00	6,000.00	6,000.00	3,300.00	3,300.00	3,750.00	3,750.00	7,000.00	7,000.00	5,000.00	5,000.00
19	24" Air Release Valve	6	EA	4,060.00	24,360.00	12,500.00	75,000.00	4,100.00	24,600.00	4,000.00	24,000.00	8,000.00	48,000.00	6,300.00	37,800.00
20	24" Blow Off Valve	7	EA	4,340.00	30,380.00	12,000.00	84,000.00	3,700.00	25,900.00	4,750.00	33,250.00	8,000.00	56,000.00	5,000.00	35,000.00
21	Connect to Existing Water Main	4	EA	4,586.00	18,344.00	3,800.00	15,200.00	3,000.00	12,000.00	4,100.00	16,400.00	5,000.00	20,000.00	3,000.00	12,000.00
22	Trench Safety	21,346	LF	0.95	20,278.70	1.00	21,346.00	0.01	213.46	0.50	10,673.00	1.00	21,346.00	1.00	21,346.00
23	Fire Hydrant Assembly	29	EA	2,935.00	85,115.00	2,750.00	79,750.00	4,700.00	136,300.00	3,500.00	101,500.00	8,000.00	232,000.00	3,500.00	101,500.00
24	Asphalt Pavement Repair (5' Wide Class A Concrete) (6" Thick)	40	LF	43.00	1,720.00	110.00	4,400.00	84.00	3,360.00	100.00	4,000.00	200.00	8,000.00	365.00	14,600.00
25	Remove Wire Fence	15,000	LF	0.85	12,750.00	2.00	30,000.00	0.60	9,000.00	5.00	75,000.00	2.00	30,000.00	1.00	15,000.00
26	Replace Wire Fence	15,000	LF	6.80	102,000.00	6.00	90,000.00	3.50	52,500.00	10.00	150,000.00	2.00	30,000.00	6.00	90,000.00
27	Seeding	8,527	SY	1.20	10,232.40	3.00	25,581.00	1.00	8,527.00	2.50	21,317.50	1.00	8,527.00	3.00	25,581.00
28	Sodding	641	SY	5.15	3,301.15	6.00	3,846.00	4.00	2,564.00	10.00	6,410.00	4.00	2,564.00	6.00	3,846.00
TOTAL BID				\$ 3,331,956.75		\$ 3,335,817.00		\$ 3,407,363.26		\$ 3,586,528.50		\$ 3,649,641.00		\$ 3,990,023.00	
5% BID SECURITY				BOND		BOND		BOND		BOND		BOND		BOND	
ADDENDA ACKNOWLEDGED				YES		YES		YES		YES		YES		YES	

Attachment: 3551-14.141 Celina - Water Lines W1 & W2 Southeast Sector Recommendation of Award (1115 : Construction Contract - SE Sector

Wilson Contractor Services, LLC

107 Bell Avenue, Suite Three
Denton, Tx 76201-4279

Office: 940-243-1174 / Fax: 940-898-1175



7.H.a

www.wilsoncontractorservices.com

Statement of Qualifications / Release Form

Deep in History and Rich in Experience

Wilson Contractor Services, LLC was founded in 1953 by Bill Wilson and placed on record by Articles of Organization as a limited liability company under filing number 07091133-22 as of June 12, 2001.



Weldon Wilson

President

Patricia Wilson

Secretary/Treasurer

Tony Martinez

Vice President

With a first-rate safety record & pristine work history, we take pride in offering our services to the water, storm sewer, and sanitary sewer systems installation industry.

- Outstanding quality work and materials
- Safety-conscious procedures & processes
- Knowledgeable people who care
- Environmentally-friendly

- ✓ Wilson Contractor Services, LLC is bonded by SureTec Insurance Company through PCL Contract Bonding Agency of Dallas, Texas.
- ✓ SureTec is a treasury-listed surety company with an A. M. Best rating of A Excellent. PCL specializes in bonding for contractors in North Texas.
- ✓ Industry required insurance coverage is brilliantly serviced through Independent Insurance Group, an affiliate of PCL Contract Bonding Agency.

As a corporate officer, the undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the information contained in these statements of bidder's qualifications.

Executed this 20th day of May, 2015

Authorized Signature for Wilson Contractor Services, LLC

Weldon Wilson

By: Weldon Wilson

Title: President

Please read on for a list of our current and past projects.

Wilson Contractor Services, LLC

107 Bell Avenue, Suite Three
Denton, Tx 76201-4279

Office: 940-243-1174 / Fax: 940-898-1175



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CURRENT PROJECTS

City of Rowlett, Texas

Offsite Water main For the Main Street Elevated Storage Tank WCS Project No. 2015-001

Description:

This Project's scope of work consists for all the work associated installing a new domestic Water distribution system including: 4,200 LF of open cut 15" PVC Water Line, 550 LF of 16" PVC in 30" Steel Casing by Dry Auger Bore with associated connections, air release valve assemblies, Fire Hydrants, 12" and 16" Insertion Valves, Transfer Valve Vaults, a total of 11 8", 12", & 16" Hot Taps to tie in existing Domestic Water Systems along with associated appurtenances.

This project includes associated pavement repair, tree protection, SW3P, traffic control, and trench safety.

Construction has begun as of May 4th 2015 and is scheduled for completion

Contract Amount:

\$1,396,512.14

Owner: **City of Rowlett, Texas**

4310 Industrial Street
Rowlett, TX 75030-0099

City Engineer

Sherrelle R. Diggs, P.E.
SDiggs@Rowlett.Com

972-412-6178 Office

Engineer: **Neel Schaffer & Cheatham & Associates**

Pipe Line 2501 Avenue J Suite 120
Arlington, TX 76006

Project Engineer:

Miguel A. Sanchez, P.E.
Miguel.Sanchez@Neel-Schaffer.com

817-7187371 Office

City of Southlake, TX

Water and Sanitary Sewer Relocations for FM 1938 WCS Project No. 2013-012

Description:

Installation and construction of approximately 10,834 LF of 12", 8", & 6" C900 DR18 PVC Water Line w/ associated, isolation valves, air release valves and vaults, fire hydrant assemblies, and domestic water services. Project includes 5,352 LF of 10" & 8" SDR26 CL PVC gravity sewer Main, 28 each cast in place concrete manholes and associated existing pipeline abandonment and removal. Scope of work includes 1,310 LF of 24", 18", & 16" Steel encasement by dry auger bore and open cut installations. Project includes cement treated sand embedment, over 20, 800 SF of Concrete, HMA pavement and sidewalk repair, tree protection, SW3P, traffic control, and trench safety.

Construction has begun and we are approximately 90% complete. Project is schedule to be completed in June of 2015

Contract Amount:

\$2,212,030.72

Owner: **City of Southlake, TX**

1400 Main St.
Southlake, TX 76092

Project Manager:

Alex Ayala P.E.
AAyala@Cl.Southlake.TX.US

817-748-8274 Office
817-748-8077 Fax

Inspector:

Patrick Corbett
PCorbett@Cl.Southlake.TX.US

817-748-8096 Office
817-748-8103 Fax
817-739-3909 Cell

Wilson Contractor Services, LLC

107 Bell Avenue, Suite Three
Denton, Tx 76201-4279

Office: 940-243-1174 /Fax: 940-898-1175



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www.wilsoncontractorservices.com

Engineer: **TranSystems Corporation Consultants**
500 W. 7th Street Suite 1100
Fort Worth, TX 76102

Project Engineer:

Michael R. Hobbs, P.E.
MRHobbs@TranSystems.com

817-339-8950 Phone

City of Grapevine, TX

SH121 Utility Relocations WCS Project No. 2013-018

Description:

Installation and construction of approximately 4,5004 LF of 12", 8", & 6" C900 DR18 PVC Water Line w/ associated, isolation valves, air release valves and vaults, fire hydrant assemblies, and domestic water services. Project includes 6,400 LF of 10" SDR26 HW PVC gravity sewer Main, 17 each cast in place concrete manholes and associated existing Gravity Sewer System pump arounds for proposed construction, pipeline abandonment and removal. Project also consists of a 4,430-lf dual 12" DR18 PVC Sanitary Sewer Waste Water Force main. Scope of work includes 1,500 LF of 54", 36", & 20" Steel encasement by dry auger bore and open cut installations. Project includes cement treated sand embedment, associated Concrete, HMAC pavement and sidewalk repair, tree protection, SW3P, traffic control, and trench safety.

Construction began on January 13, 2014 and is scheduled to be completed the end of May 2015

Contract Amount: **\$1,953,321.79**

Owner: **City of Grapevine, TX**
200 South Main St.
Grapevine, TX 76051

Project Manager:

John D. Robertson, P.E.
JRobertson@Grapevinetexas.gov

817-410-3136 Office
817-410-3003 Fax

Inspector:

Gerald E. McLeod
GMCleod@grapevinetexas.gov

817- Office
817-748-8103 Fax
817-614-4276 Cell

Engineer: **Pacheco Koch Dallas**
6100 Western Place Suite 1001
Fort Worth, TX 76107

Project Engineer:

Craig Turner
Project Coordinator
CTurner@PKE.com

817-412-7155 Phone
817-412-7156 Fax
817-939-8057 Cell

City of Southlake, TX

2013 CIP Pressure Plane Interconnection Valves WCS Project No. 2013-019

Description:

Construction and installation of 5 pressure plane interconnection valves with cast in place vaults, pipe connections, pressure gauges, flow meters, pipe, fittings, valve vault, sterilization and testing, temporary erosion, sedimentation and water pollution prevention and control, groundcover (seeding & sodding), connection to power supply, all permits, SCADA modifications, reprogramming and installations, electrical connections, meters, RTU and all appurtenances needed to have a complete workable system
Construction has begun and we are approximately 90% complete. Project is schedule to be completed in early June 2015

Contract Amount: **\$723,780.30**

Owner: **City of Southlake, TX**
1400 Main St.
Southlake, TX 76092

Project Manager:

Alex Ayala P.E.
AAyala@CI.Southlake.TX.US

817-748-8274 Office
817-748-8077 Fax

Inspector:

Patrick Corbett
PCorbett@CI.Southlake.TX.US

817-748-8096 Office
817-748-8103 Fax
817-739-3909 Cell

Engineer: **Neel Schaffer & Cheatham & Associates**

Project Engineer:

Derek B. Cheatham, P.E.

817-548-0696 Phone

Wilson Contractor Services, LLC

107 Bell Avenue, Suite Three
Denton, Tx 76201-4279

Office: 940-243-1174 /Fax: 940-898-1175

2501 Avenue J Suite 120
Arlington, TX 76006



www.wilsoncontractorservices.com

[derek.cheatham@neel-](mailto:derek.cheatham@neel-schaffer.com)
schaffer.com

7.H.a

Attachment: 3551-14.141 Celina - Water Lines W1 & W2 Southeast Sector Recommendation of Award (1115 : Construction Contract - SE Sector

Wilson Contractor Services, LLC

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Denton, Tx 76201-4279

Office: 940-243-1174 /Fax: 940-898-1175



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COMPLETED PROJECTS

Starwood HOA Frisco, Texas

2013 Irrigation System Improvements, Pump Station and irrigation Line WCS Project No. 2014-001

Description:

This Project's scope of work consists for all the work associated with converting an existing 840+ Lot luxury home subdivision's city metered irrigation system to a private well feed pump station and distribution line. Work consists of a duplex 30HP Vertical Turbine Pumps and a 600GPM Pump station, wet well and self-cleaning lake screen. Also includes associated Electrical and Radio controls to operate the pump station. Distribution system includes 4,610 LF of open cut 12", 10", 8", and 6" DR11 IPS HDPE pipeline and 3,780 LF by directional boring 10", 8", and 6" DR11 IPS HDPE pipeline with associated connections, air release valve assemblies, and associated appurtenances.

This project includes associated pavement repair, tree protection, SW3P, traffic control, and trench safety.

Construction was completed on April 27, 2015

Contract Amount:

\$1,042,622.06

Owner: **Starwood HOA**

6550 Starwood Drive
Frisco, TX 75034

Community Manager

Diane Barta, CCAM, CMCA, AMS 972-335-3662 Office

Engineer: **Cobb, Fendley & Associates, Inc.**

Pipe Line 6801 Gaylord Parkway Suite 302

Pump Frisco, TX 75034

Station

Project Engineer:

Don Wortham, PhD, P.E.

DWortham@CobbFendley.com

972-335-3214 Office

972-335-3202 Fax

Rod Forsyth, P.E.

Rod Forsyth, P.E.

RForsth@CobbFendley.com

972-335-3214 Office

972-335-3202 Fax

City of Sachse, TX

Sanitary Sewer Improvements Lift Stations, 16' FM, & 27" Truck Sewer Renovations WCS Project No. 2013-011

Description:

This Project is a renovation to the existing Waste Water Gravity Sewer & Force Main Sewer Lines as well as an overhaul to the Merritt Road Lift Station and Sachse Road Lift Station. The Pipeline portion includes the construction of approximately 1,251 LF of 24" C905 PVC Force Main to replace the existing 16" PVC Force Main. In addition we are replacing approximately 300 LF of 27" & 24" Gravity Sewer feeding the Merritt Rd. Lift Station with 30" & 36" PVC pipeline. This portion of work includes 2 each 6' diameter concrete manhole with Raven Lining Epoxy interior Lining and associated temporary by-pass pumping.

The lift Station Renovations are as follows: Merritt Rd: We will replace two each existing 18"x18" Stainless Steel Slide gate with new 24"x18" SS slide gates including new wall brackets and hand operated actuators. The existing 4 each 40HP sewerage pumps, guide rails, pump discharge base elbow and discharge piping were removed and replaced with 4 each new 147 HP sewerage pumps and associated pipe, fittings, and brackets. This renovation included electrical panel and pump control panel, and SCADA overhaul. Also included is a 500 KW standby Generator with weatherproof enclosure and the Vapex Nano Hydroxyl Radical Fog Odor Control System. The Merritt Road Lift Station interior was lined with Raven Lining's 405 epoxy system prior to being put back online. The Sachse Rd. Lift Station (planned to be decommissioned in the future) received one of the Merritt Rd 40 HP pumps and 1 new 40HP

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sewerage pumps. The Control panels and SCADA systems were upgraded as well. This project includes associated pavement repair, tree protection, SW3P, traffic control, and trench safety.

Construction & final punch list was completed July 26th, 2014

Contract Amount: **\$1,268,659.25**

Owner: **City of Sachse, TX**

3815 Sachse Rd. Building B
Sachse, TX 75048

City Engineer

Greg Peters, P.E.

469-429-4792 Office
469-628-0072 Cell

Inspector:

Gary Alexander

469-429-4789 Office
214-878-0559 Cell

Engineer: **Cobb, Fendley & Associates, Inc.**

Pipe Line 6801 Gaylord Parkway Suite 302

Lift Frisco, TX 75034

Station

Project Engineer:

Don Wortham, PhD, P.E.

DWortham@CobbFendley.com

972-335-3214 Office
972-335-3202 Fax

Rod Forsyth, P.E.

Rod Forsyth, P.E.

RForsth@CobbFendley.com

972-335-3214 Office
972-335-3202 Fax

City of Wylie, TX

SH 78 Water Distribution Line Birmingham St to East Brown Street Project No. 2013-006

Description:

Installation and construction of approximately 3,414 LF of 24", 20" & 12" C905 & C900 PVC Water Main, 325 LF of 42", 430 LF of 36", & 138 LF of 24" steel casing by dry auger bore. Project includes 4 each 24", 1 each 16", 1 each 14" Butterfly valves, 2 each 4" Combination air / vacuum release valves with 5' diameter vaults, 1 each 12" and 3 each 6" Blow Off Valve assemblies with 5' diameter vaults, associated pavement repair, tree protection, SW3P, traffic control, and trench safety.

Construction was completed on January 13, 2014

Contract Amount: **\$1,059,559.41**

Owner:

City of Wylie, TX

300 Country Club Road
Wylie, TX 75098

City Engineer

Chris Holsted, P.E.

chris.holsted@wylietexas.gov

972-516-6400 Office
972-516-6327 Fax

Design Engineer: **Birkhoff Hendricks & Carter, L.L.P.**

11910 Greenville Ave. Suite 600

Dallas, TX 75243

Project Engineer:

Joe R. Carter, P.E.

JCarter@BHCLLP.com

214-361-7900 Office

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City of Big Lake, TX

Industrial Park Area Sewer WCS Project No. 2013-008

Description:

Installation and construction of approximately 13,958 LF of 15", 12", 8", & 6" SDR35 PVC Gravity Sewer Main, 85 LF of 24" steel casing by dry auger bores with 29 each 4' diameter precast manholes, service connections, pavement repair, tree protection, SW3P, traffic control, and trench safety.

Construction completed on October 11, 2013

Contract Amount: **\$869,807.50**

Owner: **City of Big Lake, TX**

203 Plaza
Big Lake, TX 76932

Director of Utilities and
Inspector for this Project

Troy Kaykendall

325-884-2510 Office

Engineer: **Enprotec / Hibbs & Todd**

Pipe Line: 402 Cedar,
Abilene, TX 79601

Project Engineer:

John D. Voller, P.E.
John.Voller@E-HT.com

325-698-5560 Office
325-691-0058 Fax

City of Corinth, TX

FM2181 Utility Relocations, 18-inch Force Main, FM2499 Utility Relocations, and Westside Lift Station WCS Project No. 2012-013

Description:

Installation and construction of approximately 35,400 LF of Wet utility pipeline including 18" & 12" PVC Force Main, 18", 12", 8" and 4" Gravity Sewer, and 12", 6", 8" PVC water mains including associated valves, fire hydrants, Water and Wastewater CARVs, 18" Electro-magnetic flow meter with vault and associated new electrical and SCADA systems and integration. This project also includes approx. 3,350 lf of Steel encasement by dry auger bore and open cut, Gravity Sewer Bypass pumping for construction, flow-able fill, pavement and sidewalk repair, tree protection, SW3P, traffic control, and trench safety. This Project includes a complete 3900GPM Lift Station with a volume of approximately 2,100 cubic feet. The bottom of the wet well reached excavation elevations of -34vf. Three identical 107HP effluent pumps with one acting as a backup pump are housed in three independent internal chambers with flows directed/controlled via 36" Hydro Gate stainless steel slide gates. Corrosion protection was achieved utilizing the Spectra Shield Liner Systems Interior coating system for the Lift Station and associated Junction and Manhole Structures. Lift Station Project includes a climate controlled CMU building with cold form metal truss system, metal deck ceiling, and shingled roof to house switch gear, RTU, and necessary electrical appurtenances. Complete with a Trailer mounted portable 275 kW Generator, this project includes the Vapex Environmental Technologies' O-Mega Hydroxyl Radical Fog Odor Control System.

Construction was completed 09/25/2013

Contract Amount: **\$5,656,267.43**

Owner: **City of Corinth, TX**

3300 Corinth, Parkway
Corinth, TX 76208

Director of Public Works:

Justin H. Brown, P.E.
JBrown@cityofcorinth.com

940-498-3200 Office
940-498-3266 Fax

Inspector Pipe Line:

Jeff McClelland
JMcClelland@cityofcorinth.com

940-498-3266 Office
940-498-3200 Fax
940-465-6687 Cell

Inspector Lift Station:

Jeff Hyde
JMcClelland@cityofcorinth.com

940-498-3266 Office
940-498-3200 Fax

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940-465-6703 Cell

Engineer: **Halff Associates**

Pipe Line: 4000 Fossil Creek Blvd.
Fort Worth, TX 76137

Project Engineer:

Ben McGahey, P.E.
BMcGahey@Halff.com

817-764-7471 Office
817-232-9784 Fax

Engineer **HDR**

West 17111 Preston Rd. Ste 200
Side Lift Dallas, Tx 75248
Station:

Project Engineer:

Lance Ferland, P.E.
Lance.Ferland@HDRINC.com

972-960-4400 Office
972-960-4471 Fax

City of Denton, TX

US 380 Utility Relocation PH2

WCS Project No. 2013-001

Description:

Installation and construction of approximately 580 LF of 12" & 10" SDR35 PVC Gravity Sewer Main, 288 LF of 18" & 20" steel casing by dry auger bores with 10 each 5' diameter cast in place manholes, pavement repair, tree protection, SW3P, traffic control, and trench safety.

Contract Amount:

\$204,309.40

Owner: **City of Denton, TX**

901-B Texas St.
Denton, TX 76209

Project Manager:

James E. Wilder, P.E.
james.wilder@cityofdenton.com

940-349-8953 Office
940-349-8951 Fax

Inspector:

Gerry Powers
Gerry.Powers@cityofdenton.com

940-349-8953 Office
940-349-8951 Fax
940-231-2399 Cell

Engineer: **City in House Engineers**

Project Engineer:

City of Southlake, TX

SH 114 20" Water Line from White Chapel Blvd. to Town Square

WCS Project No. 2011-010

Description:

Installation and construction of approximately 8,955 LF of 20" C303-95 Bar Wrapped RCCP Water Main, 20" BFVs, ARVs, and associated wet taps and connections to existing system. Scope of Work (all Completed in-House) includes 3 each 36" steel dry auger bores with 20" DI pipe (488 LF under SH114, 374 LF, & 80 LF), 1,093 LF of 30" steel encased 20" RCCP by dry auger bore, flowable fill, pavement repair, tree protection, SW3P, traffic control, and trench safety.

Contract Amount:

\$1,920,964.14

Owner: **City of Southlake, TX**

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1400 Main St. Southlake, TX 76092	Project Manager:	Steve Anderson P.E. Sanderson@CI.Southlake.TX.US	817-748-8101 Office 817-748-8077 Fax
	Inspector:	Patrick Corbett PCorbett@CI.Southlake.TX.US	817-748-8096 Office 817-748-8103 Fax 817-739-3909 Cell
Engineer: <u>Cheatham & Associates</u> 2233 Avenue J, Suite 107 Arlington, TX 76006	Project Engineer:	Derek Cheatham P.E. (Tx) DCheatham@Cheatham-Associates.com	817-335-65611 Phone 817-335-5070 Fax

City of Rhome, TX

2010 West Side Sewer Line and Lift Station

Project No. 2010-025

Description:

Installation and construction of approximately 4,100 LF of 6" DR-18 PVC Force Main with air release valves, 500 LF of 8" SDR-35 PVC Gravity Sewer with concrete manholes, 414 LF of 12" steel encasement by dry auger boring, 175 GPM 7.5 HP Sewerage pump Duplex Lift Station with associated electrical and control panels, level sensors, and SCADA integration, flowable fill, pavement repair, tree protection, SW3P, traffic control, and trench safety.

Contract Amount:

\$446,211.50

Owner: **City of Rhome TX**

105 W. First Street
Rhome, Texas 76078

Public Works Director:

Preston Gilliam
RhymePublicWorks@Earthlink.net

817-636-2462 Office
817-636-2465 Fax
940-210-65011 Cell

Engineer: **Kimley-Horn & Associates, Inc**

801 Cherry St, Unit 11, Suite 950
Fort Worth, TX 76102

Project Manager:

Mike Shelton, AICP, P.E. (Tx)
Mike.Shelton@Kimley-Horn.com

817-335-65611 Phone
817-335-5070 Fax
817-875-9098 Cell

City of Argyle

12" Water Line Extension Stonecrest Rd. to Harpole Rd.

Description:

Installation and construction of approximately 4000 LF of 12 DR-18 PVC water main by open cut, 1450 LF of 12" DR-11 HDPE fusion welded water main, 465 LF of 20" steel encasement by bore, associated gate valves, hydrant, and air release valve assemblies, water services, storm water pollution prevention plan, traffic control and trench safety.

Contract Amount:

\$407,887.00

Owner: **GTUA on behalf of Argyle Water Supply Corp.**

825 W. FM 407
Argyle, TX 76226

G. M. Argyle WSC

Randall Davis

940-464-7713 Office

Construction Inspector:

Office
Fax
Cell

Engineer: **Biggs & Mathews, Inc.**

Project Manager:

Kerry J. Maroney, PE
KJMaroney@bmincwf.com

940-766-0156 Phone
940-766-3383 Fax

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2500 Brook
Wichita Falls, TX 76301

City of McKinney

US 75 Waterline Relocations From Bray Central Drive to North of Wilmeth Road

Project No. WA9120 & WW9121

(Substantially Complete)

Description:

Installation and construction of approximately 2,903 LF of 16" DR-18, 260 LF of 16" polyethylene encased DI water line, 67 LF of 6" and 8" DR-18 by open cut, and 405 LF of 12" in 24" steel encasement by bore, including 4 fire hydrants, barrel extensions, gate valves, 16" butterfly valve and vault, flowable fill, pavement repair, tree protection, SW3P, and trench safety.

Contract Amount: **\$528,483.00**

Owner: **City of McKinney**

222 North Tennessee
McKinney, Texas 75069

Sr. Utility Engineer
City of McKinney

Paul Tucker
ptucker@mckinneytexas.org

972-547-7573 Office
972-547-2604 Fax

Construction Inspector:

David Whiteside
dwhiteside@mckinneytexas.org

972-547-7420 Office
972-547-2604 Fax
972-529-8522 Cell

Engineer: **Brown and Gay Engineers, Inc.**

108 W. 8th Street, Suite 200
Fort Worth, Texas 76102

Project Manager:

Carl Krogness
ckrogness@browngay.com

817-887-6138 Phone
817-887-6135 Fax
817-691-4574 Cell

City of McKinney

Airport Sewer Phase II for the City of McKinney

(Substantially Complete)

Description:

Installation and construction of approximately 5,990 LF of 12 and 15 inch PVC gravity sewer main by open cut in varying depth up to 32 VF, including 16 raven lined cast in place manholes, 620 LF of 24" steel encasement by bore, Tie into existing TRA SS via cast in place manhole, storm water pollution prevention plan, and trench safety,.

Contract Amount: **\$746,650.90**

Owner: **City of McKinney**

222 North Tennessee
McKinney, Texas 75069

Sr. Utility Engineer
City of McKinney

Paul Tucker
ptucker@mckinneytexas.org

972-547-7573 Office
972-547-2604 Fax

Construction Inspector:

David Whiteside
dwhiteside@mckinneytexas.org

972-547-7420 Office
972-547-2604 Fax
972-529-8522 Cell

Engineer: **TRC Engineers**

505 East Huntland Drive, Suite 250
Austin, Texas 78752

Project Manager:

Beau Perry, PE
bperry@trcsolutionsl.com

512.454.8716 Phone
512.454.2433 Fax
512.569.1709 Cell

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Tarrant County Community Development Project

Original Town 12" Water Line Crossing

Description:

Installation and construction of approximately 219 LF of 12 inch DR-18 water line in 20" Steel encasement by bore, including railroad flagman, road repair, landscape restoration, and storm water pollution prevention plan.

Contract Amount: **\$65,875**

Owner: **Tarrant County Community Development**

1509 South University Drive
Suite 276
Fort Worth, TX 76107-9502

Program Manager:

Brad Hearne
bhearne@tarrantcounty.com

817-850-7940 Office
817-850-7944 Fax

Community
Development and
Housing Coordinator:

Cyndi Walker
cwaler@tarrantcounty.com

Engineer: **Belcheff & Associates**

100 Trophy Club Dr. Ste 103
Trophy Club, Texas 76262

Project Engineer:

George Belcheff, PE
georgeb@belcheff.com

817-491-2776 Office
817-491-2749 Fax
817-637-7301 Cell

Greater Texoma Utility Authority

24" Water Transmission Line Encasement

Description:

Remove and Reinstall 530 LF of existing 3 year old 24 inch ductile iron water pipe with new gaskets and bell to spigot continuity jumper cables in new 36" x 3/8 wall encasement pipe by open cut. Install 20 LF of new 24" DI water line and 2 solid sleeve closures. Provide trench safety.

Contract Amount: **\$98,650**

Owner: **Greater Texoma Utility Authority**

5100 Airport Drive
Denison, Texas 75020

903-786-4433 Office
903-786-8211 Fax

Engineer: **Freeman-Millican, Inc.**

12225 Greenville Avenue
Suite 121
Dallas, Texas 75243

Project Engineer: David E. Gattis, P.E.

214-503-0555 Office
903-815-1850 Cell
dgattis@fmi-dallas.com

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Country Club Road Water Line for the City of Lucas

Description:

Installation and construction of approximately 1,550 LF of 16" water line, 7,280 LF of 12" water line, 1,500 LF of 8" water line, 90 LF of 6" water line including fire hydrants, valves, and other appurtenances as required. Installation was primarily by open cut with 40 LF of 16" in 24" encasement by bore and 150 LF of 12" installed in 20" encasement by bore.

Contract Amount: **\$623,200.50**

Owner: **City of Lucas**

151 Country Club Road
Lucas, Texas 75002-7663

City Engineer : Stacy Caudell
City Manager: Robert Patrick

972-727-8999
scaudell@lucastx.us
469-628-8576
rpatrik@lucastx.us

Engineer: **BW2 Engineers, Inc.**

1919 S. Shiloh Road
Suite 500, LB 27
Garland, Texas 75042

Project Engineer: Mike Burge, PE

469-576-0863
mburge@bw2inc.com
972-864-8200 Main
972-864-8220 Fax

2008 Water System Improvements for the City of Roanoke

(Completed February 2010)

Description:

Installation & construction of approximately 3,000 LF of 16-inch waterline, including 730 LF of bore and steel casing; 1,800 LF of 12-inch water line including various connections and appurtenances; construction of four pressure reducing valve concrete vaults with related connections and appurtenances, and improvements to the North Gateway Pump Station.

Contract Amount: **\$1,535,477**

Owner: **City of Roanoke**

265 Marshall Creek Road
Roanoke, Texas 76262

Director of Public Works: Cody Petree
Project Inspector: Mike Maxson
817-491-6099 Main 817-491-3114 Fax

Engineer: **Kimley-Horn & Associates, Inc**

801 Cherry St, Unit 11, Suite 950
Fort Worth, TX 76102

Project Engineer: Carl DeZee, P.E.
817-335-6511 Main 817-335-5070 Fax

817-789-0445
Carl.DeZee@kimley-horn.com

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Dallas Water Supply Line No. 3, Phase 2 for the City of Lewisville

(Completed February 2010)

Description:

Construction & open cut installation of approximately 6,300 LF of new 30-inch water line including 548 LF of 42" steel encasement by dry auger bore. Project located from northeast corner of FM 2281 (Old Denton Road) and Hebron Parkway to the Castle Hill/Carrollton border along FM 2281.

Contract Amount:

\$1,426,581

Owner:

City of Lewisville

151 West Church
PO Box 299002
Lewisville, Texas 75029-9002
972-219-3458 Main
972-219-3487 Fax

Project Inspector: Dan Johnson 214-263-7281

Engineer:

Birkhoff, Hendricks, & Conway

11910 Greenville Ave., Suite 600
Dallas, Texas 75243
214-361-7900 Main
214-461-8390 Fax

Project Manager: Jeff Kelly, P.E. 972-219-3458

Project Engineer: Ron Conway P.E. 214-361-7900

WYLIE TO PLANO WATER LINE RELOCATION—NORTH TEXAS MUNICIPAL WATER DISTRICT

Description:

Furnish all plant, labor, material, and equipment & perform all work required for the construction of the Wylie to Plano Water Line Relocation, including approximately 3,271 LF of 14-inch waterline, including 514 LF with 24" steel encased bore under railroad--together with all necessary appurtenances.

Contract Amount:

\$441,323

Owner:

North Texas Municipal Water District

PO Box 2408
5050 E. Brown Street
Wylie, TX 75098

Project Inspector: Larry Wheeler
214-450-4457

Engineer:

Birkhoff, Hendricks, & Conway

11910 Greenville Ave., Suite 600
Dallas, Texas 75243
214-361-7900 Main
214-461-8390 Fax

Project Manager: Scott Holden, P.E.
972-442-5405 ext 353

Project Engineer: Ron Conway P.E.
214-361-7900

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FM 2499 UTILITIES RELOCATION—CITY OF HIGHLAND VILLAGE

Description: Installation of 16-Inch, 12-Inch, and 8-Inch waterline, including valves and other appurtenances. In addition, 12-Inch, and 8-Inch sewer line along with manholes and other appurtenances. Portions of the water lines will include encasement in steel casing pipe installed by open cut and portions of the proposed sewer lines will be included in steel casing pipe by boring and jacking. Portions of existing sewer lines will be encased in concrete encasement

Contract Amount: **\$405,460**
Owner: City of Highland Village
1000 Highland Village Road, Highland Village, 75077
Consulting Engineer: Michael Burge BW2 Engineers
1919 Shiloh Road, Suite 500-L.B. 27
Garland, Texas 75042 972-864-8200 Phone; 972-864-8220 Fax

20-INCH WATER LINE—CARROLL AVENUE AT SOUTHLAKE BLVD /12-INCH WATER LINE—DOVE BLVD AT SH 114 CITY OF SOUTHLAKE

Description: Furnish and install construction of 20-Inch ductile iron restrained joint pipe, connection at two stations, dry bore ½" thick 36" diameter welded steel casing including 20" diameter (CL51) poly-wrapped ductile iron restrained joint pipe. Furnish and install fire hydrants. Remove and dispose of existing parking lot pavement, then furnish and install 4" thick compacted Type D HMA on 6" thick compacted Type A, Grade 1 crushed stone road base. Provide and implement traffic control, erosion control, and trench safety for project. Furnish and install full block Bermuda sod in areas disturbed by construction activity.

Contract Amount: **\$259,695**
Owner: City of Southlake
1400 Main Street, Southlake, TX 76092
Consulting Engineer: David Mayes P.E. Cheatham & Assoc; 2233 Avenue J, Suite 107, Arlington, TX 76006 Phone:
817-548-0696 / Fax: 817-265-8532 cheatham-associates.com

10-INCH WATER LINE FROM ROBINSON ROAD PUMP STATION TO FM 156 12-INCH WATER LINE - TOWN OF PONDER

Description: Furnish and install approximately 1,929 LF of 10-Inch AWWA C900 DR-18 PVC Water Line by open cut, including 275 LF of 10-Inch AWWA C900 DR-18 PVC Water Line by bore utilizing a 16-Inch 0.375-Inch thick steel sleeve, gate valves, fire hydrants and connections to the existing water distribution system.

Contract Amount: **\$133,772**
Owner: Town of Ponder
425 Shaffner Street, Ponder, TX 76259
Consulting Engineer: Michael Anderson, E.I.T. Belcheff & Associates, Inc.
8870 Davis Boulevard, Fort Worth, TX 76180 817-421-4891

VALLEY RIDGE NE 30" WATER LINE — LEWISVILLE, TX

Description: 4,400 LF of 30-inch waterline from Valley Ridge Boulevard at SH 121 Business to College Street at the railroad tracks near Railroad Street, including bore under SH 121.

Contract Amount: **\$1,383,174**
Owner: City of Lewisville, 151 W. Church Street, Lewisville, TX 75057 (972) 219-3458 Phone; (972) 219-3487 Fax
Consulting Engineer: J.R. Baddakar, P.E., Freese & Nichols, 1701 N. Market St., Suite 500, Dallas, TX 75202 (214) 920-2500.

PHASE TWO - 18" WATER LINE EXTENSION - ARGYLE, TX

Description: 18,100 LF of 18" C905 PVC including fire hydrants, air releases, and gate valves.

Contract Amount: **\$929,000**
Owner: Upper Trinity Regional Water District, 900 N. Kealy, Lewisville, TX 75067
Contact: Rick Fretwell (Inspector) (972) 529-7937 Phone
Consulting Engineer: Biggs and Matthews Inc., 2500 Brook Street, Wichita Falls, TX 76301; (940) 766-0156 Phone

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TARRANT COUNTY COURTHOUSE WEST ELEVATION RESTORATION – PHASE II BORING AND TRENCHING

Description: Design-Build Construction of underground utility boring and direct trench placement of underground utilities, new manholes, and a new underground precast concrete vault between Tarrant County Courthouse Building and Tarrant County Administration Building

Contract Amount: \$829,465

Owner: Tarrant County, 100 East Weatherford Street, Suite 303, Fort Worth, Texas 76102

Consulting Engineer: Gretchen Gause, Project Manager for Arthur Weinman Architects, 550 Bailey Avenue, Suite 332, Fort Worth, Texas 76107. 817-737-0977. Fax: 817-737-2203

20" UTILITY RELOCATIONS - STATE HIGHWAY 114 - SOUTHLAKE, TX

Description: 3,269 LF of 20" B-303 concrete pressure pipe, bar wrapped steel cylinder type AWWA C303-95, 4,250 LF of 12" DR18 PVC, 841 LF of 12" C900 DR14 PVC, 165 LF of 8" C900 DR18 PVC including butterfly valves, gate valves, air release valves, with vaults, fire hydrants, 4' diameter manholes and 158 LF of 15" CL51 ductile iron sanitary sewer pipe.

Contract Amount: \$823,275

Owner: City of Southlake, 1400 Main Street Suite 270, Southlake, TX 76092

Consulting Engineer: Cheatham & Associates, 1250 Copeland Road Suite 900, Arlington, TX 76011 David E. Mayes Director of Engineering Services; (817) 548-0696 Phone

US 80 at South Parkway and Stream 2B6 Water and Sanitary Sewer Main Relocation – City of Mesquite

Description: Construction of approximately 1,045 LF of 30", 260 LF of 21", 185 LF of 18", and 170 LF of 12" sanitary sewer; a 179 LF 8" sanitary sewer aerial crossing, 13 manholes, three drop manholes; 440 LF of 8" water pipe; 5 gate valves; 400 LF HMA pavement repair.

Contract Amount: \$585,276

Owner: Matt Holzapfel, P.E. for City of Mesquite, Texas. 1515 N. Galloway. Mesquite, TX 75149.

Consulting Engineer: Brian O'Neil, PE for Dannenbaum Engineering Corporation. 4141 Blue Lake Circle, Suite 240, Dallas, TX 75244. 214-239-2002. Fax: 214-239-1616.

36" RCP - LOY LAKE ROAD - SHERMAN, TX

Description: 1,270 LF of 27", 30" and 36" RCP including 325 LF of 5' x 3' RBC and 140 LF of 8' x 3' RBC

Contract Amount: \$470,000

Owner: City of Sherman, 220 W. Mulberry St., Sherman, TX 75090 (903) 892-7622 Phone; (903) 870-7802 Fax

Contractor: JRJ Paving, LP, 2277 Masch Branch Road, Denton, TX 76207 (940) 320-6340 Phone; (940) 320-6346 Fax

Project Manager/Contact: Marty Murphy (JRJ Paving) (214) 802-2108 Phone

WATERLINE - PRESTON ROAD, PROSPER, TX

Job Number: 38304-0010

Description: 6,600 LF of 12" DR18 PVC waterline including fire hydrants, gate valves, SCADA site, pressure valve, and meter vault.

Contract Amount: \$463,639

Owner: Town of Prosper P.O. Box 307 Prosper, TX 75078, Mayor Charles Niswanger (972) 346-2640 Phone

Consulting Engineer: Shane Walker, Hunger Associates Texas, LTD 8140 Walnut Hills Lane Suite 500, Dallas, TX 77903 (214) 369-9171 Phone

Attachment: 3551-14.141 Celina - Water Lines W1 & W2 Southeast Sector Recommendation of Award (1115 : Construction Contract - SE Sector

Wilson Contractor Services, LLC

107 Bell Avenue, Suite Three
Denton, Tx 76201-4279

Office: 940-243-1174 / Fax: 940-898-1175



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7.H.a

14" FORCE MAIN - FROM SWISHER ROAD TO DOBBS ROAD, CORINTH, TX

Description: 5,823 LF of 14" DR25 PVC including boring, gate valves, and air release valves with vaults and SCADA vault system.

Contract Amount: \$416,373

Owner: Upper Trinity Regional Water District, 900 N. Kealy, Lewisville, TX 75067

Contact: Randy Slinger (972) 679-8626 Phone

Consulting Engineer: Douglas Biglen, P.E., CH2MHILL, 12377 Merit Drive, Dallas, TX 75251; (469) 766-6147 Phone

3900 LF 15-21" SEWER LINE PARVIN ROAD - DENTON, TX

Description: 3900 LF of 15-21" sewer pipe including manholes; 296 LF of 8" SDR35, 140 LF of 12" SDR35, 15" LF of SDR35. Paving

Contract Amount: \$238,480

Owner: City of Denton, 901-B Texas Street, Denton, TX 76209 (940) 349-7100 Phone

Contact: James Wilder, P.E., 601 E. Hickory Street, Denton, TX 76201 (940) 349-0133 Phone; (940) 349-8591 Fax

SH 205 GRAVITY SEWER MAIN - ROCKWALL, TX

Description: 5,359 LF of 18" SDR35 PVC Gravity Sewer Pipe including 5' diameter manholes, boring, and street repairs.

Contract Amount: \$334,320

Owner: City of Rockwall Purchasing Agent Chuck Todd, P.E. 385 S. Goliad 1st Floor, Rockwall, TX (972) 771-7746 Phone

Consulting Engineer: Paul Carline, P.E. Birkhoff, Hendricks & Conway, L.L.P. 7502 Greenville Avenue, Dallas, TX 75231 (214) 361-7900 Phone

WATER SYSTEMS IMPROVEMENTS - 20" WATER TRANSMISSION LINE FROM ELEVATED TANK SITE on Knox Road Connecting to Existing 20"

Water Line, Westlake, TX - Job Number: 1056-404

Description: 3,230 LF of 20" CL151 ductile iron pipe including gate valves, butterfly valves, boring, and air release valve assemblies.

Contract Amount: \$334,531

Owner: Town of Westlake, 2650 JT Ottinger Road, Westlake, TX 76262

Contact: Jarrod Greenwood (817) 430-0941 Phone

Consulting Engineer: Cheatham & Associates, 1250 Copeland Road Suite 900, Arlington, TX 76011

David E. Mayes Director of Engineering Services (817) 548-0696 Phone

DUNCAN LANE WATER MAIN AND BAKERSFIELD WASTEWATER OUTFALL MAIN - FLOWER MOUND, TX

Description: 4,272 LF of 12" C900 DR14 PVC, 870 LF of 8" DR14 PVC including fire hydrants, 2,092 LF of 8" SDR35 PVC Gravity Sewer Pipe and 4' diameter manholes.

Contract Amount: \$284,571

Owner: Town of Flower Mound, 2121 Cross Timber Road, Flower Mound, TX 75028

Contact: Jim Palmer, P.E. (972) 874-6307 Phone

Consulting Engineer: RJC Group, Inc., 7524 Mosier View Court, Suite 106, Fort Worth, TX 76118

DENTON CREEK BUSINESS PARK - DENTON, TX

Description: 1,121 LF of 12" DR18 PVC, 1,855 LF of 8" DR18 PVC including valves, hydrants, air releases, boring, and 2,141 LF of 8" SDR35 and SDR26 Gravity Sewer Main with manholes.

Contract Amount: \$214,932

Owner: Mar-Properties, 2281 N. Masch Road Suite 400, Denton, TX 76202

Contact: Ben Hyham (940) 243-8527 Phone, (940) 243-8518 Fax

WATER LINE RELOCATIONS AT FM 1417 & SH 56

Description: 35 LF of 8" C900 PVC, 67 LF 16" Class 250 DI, and 800 LF of 24" Class 200 DI

Contract Amount: \$172,157

Owner: City of Sherman, 220 W. Mulberry Street, Sherman, TX 75090 (903) 786-4433 Phone; (903) 870-7802 Fax

Consulting Engineer: Timothy Morris, P.E., Morris Engineers, 225 E. Houston Street, Sherman, TX 75090 (903) 868-1644 Phone; (903) 868-1409 Fax

Attachment: 3551-14.141 Celina - Water Lines W1 & W2 Southeast Sector Recommendation of Award (1115 : Construction Contract - SE Sector

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WATERLINE - I35 WEST FRONTAGE, HICKORY CREEK, TX - SERVING THE LAKE CITIES MUNICIPAL UTILITY AUTHORITY

Description: 2,548 LF of 12" and 4,532 LF of 16" CL200 ductile iron DR18 PVC waterline including valves, fire hydrants, air releases, boring, meter services, SCADA system and affiliated apparatuses.

Contract Amount: \$132,733

Owner: Lake Cities M.U.A. 501 North Shady Shores Road, Lake Dallas, TX 75065

Contact: Jeff Knight – Director of Water and Wastewater Utilities; (972) 877-5692 Phone, (940) 497-2926 Fax

Consulting Engineer: J. Michael Saunders, P.E. North Texas Engineers, Inc.; (682) 225-6395 Phone, (817) 599-8063 Fax

F.M. 544 14-INCH WATERLINE RELOCATION; PROJECT WCF 07-1

Description: Installation of approximately 225 LF of 14-Inch waterline and appurtenances, including 156 LF by bore and 24-Inch steel casing.

Contract Amount: \$124,745

Owner: North Texas Municipal Water District. Scott Holden, Project Manager. PO Box 2408, Wylie, Texas 75098; 972-442-5405 Phone; 972-295-6441 Fax

Consulting Engineer: M. Anthony Samarripas, P.E., Suite 1800, 12700 Park Central Drive, Dallas, Texas 75251. 972-770-1300 Phone; 972-239-3820 Fax.

SMITH STREET - ANNA, TX

Description: 2776 LF of 8" DR18 PVC including 8", 2" gate valves and 5 fire hydrants

Contract Amount: \$121,730.50

Owner: City of Anna, 101 N. Powell Parkway, Anna, TX 75409 (618) 833-8528 Phone; (618) 833-3933 Fax

Consulting Engineers: Tim Morris, P.E., Morris Engineers, 225 E. Houston St., Sherman, TX 75090 (903) 868-1644 Phone; (903) 868-1409 Fax

FM 2931 PAVING AND DRAINAGE IMPROVEMENTS OF DENTON COUNTY

Description: 900 LF of 54" to 18" Class III RCP Storm Drainage including grated inlets.

Contract Amount: \$100,044.00

Owner: Denton County Fresh Water District No. 9, 306 N. Loop 288, Suite 112, Denton, TX 76209

Contact: Christopher Steubing (940) 349-2960 Phone, (940) 349-2961 Fax

STINSON ROAD WATER LINE - LUCAS, TX

Description: 610 LF of 12" DR18 PVC waterline with 95 LF of steel casing by boring and jacking including fire hydrants, and gate valves.

Contract Amount: \$ 88,013.00

Owner: City of Lucas, 151 Country Road, Lucas, TX 75002

Contact: Stacey Caudell, P.E. (972) 727-8999 Ext. 246 Phone

Consulting Engineer: Michael Burge, P.E., BW2 Engineers, Inc., 1919 S. Shiloh Road Suite 500, L.B. 27, Garland, TX 75042 (972) 864-8200 Phone, (972) 864-8220 Fax

OLD ALTON ROAD - OLD ALTON, TX

Description: 374 LF of 18" RCP, 347 LF of 24" RCP, 39 LF of 30" RCP including two junction boxes and one 5' manhole

Contract Amount: \$80,417.15

Owner: Denton County, 401 W. Hickory, Denton, TX 76201 (940) 349-3080 Phone; (940) 349-3081 Fax

Contractor: JRJ Paving, LP, 2277 Masch Branch Road, Denton, TX 76207 (940) 320-6340 Phone; (940) 320-6346 Fax

Project Manager/Contact: Marty Murphy (JRJ Paving) (214) 802-2108

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7.H.a

SACHSE TOWN CENTER - SACHSE, TX

Description: 500 LF of 8" sewer line, 461 LF of 8" and 50 LF of 14" sewer line by directional bore including 4' diameter manholes

Contract Amount: \$83,446.35

Owner: Woodbridge Shopping Center, 7340 Highway 78, Sachse, TX 75048 (214) 679-8920 Phone

Consulting Engineer: RLK Engineering, 111 West Main St. Allen, TX 75013 (972) 359-1733 Phone; (972) 359-1833 Fax

WAGON WHEEL ROAD - COPPELL, TX

Description: 155 LF of 42" HDPE including a 42" HDPE Headwall and 72" manhole

Contract Amount: \$61,400.00

Contractor: Vortex Construction, 9744 Brockbank Drive, Dallas, TX 75220 (214) 902-0454 Phone

Project Manager/Contact: Randy Bohanon (Vortex Construction) (469) 964-4295 Phone

CASTLE HILLS EMERGENCY CONNECTION

Description: 400 LF of 16" DR18 PVC including valves

Contract Amount: \$48,640.00

Owner: Upper Trinity Regional Water District, 900 N. Kealy, Lewisville, TX 75067

Contact: Mike Parsley (972) 219-1228 Phone, (972) 221-9896 Fax

CONTRACTOR REFERENCE INQUIRY

Job No.: 3551-14.141

By: CJC

Date: 05/29/15 Contact: Sherrell R. Diggs Phone: 972-412-6178Time: 3:13 PM Representing: City of RowlettContact was named as a reference by: Wilson Contractor ServicesWho placed a bid on: Celina Water Lines W1 & W2 Southeast Sector Date: 05/28/15

1. Prior project by Contractor that Contact is familiar with:

Offsite Water Main for Main Street Elevated Tank

Contract amount: \$1.4 million

Scope: 4,200 LF of 16" Water Line
550 LF of 16" Bore

2. Project successfully completed?

The project is not complete and has been delayed due the recent weather in May (rain) but it has started and is going successfully.

3. Project completed on time?

Not completed yet but the contractor has been working well and the delay is due to the rain.

4. Problems?

There were issues that arose at the beginning of construction; however, Wilson is very good at communicating and Ms. Diggs was impressed with the responsiveness on the issues that arose.

5. How many change orders?

Yes, but none that were due to Wilson.

6. Other Comments by Contact:

Very pleased with the work thus far and the communication from the contractors.

CONTRACTOR REFERENCE INQUIRY

Job No.: 3551-14.141

By: CJC

Date: 06/01/15 Contact: Craig Turner Phone: 817-412-7155Time: 8:10 AM Representing: Pacheco KochContact was named as a reference by: Wilson Contractor ServicesWho placed a bid on: Celina Water Lines W1 & W2 Southeast Sector Date: 05/28/15

1. Prior project by Contractor that Contact is familiar with:

Grapevine – SH 121 Utility Relocations WCS Project No. 2013-018

Contract amount: \$1,953,321.79

Scope: 4,500 LF – 12"-6" Water
6,400 LF of 10" SS
4,430 LF of 12" Force Main

2. Project successfully completed?

Yes, it was completed successfully.

3. Project completed on time?

Yes it was completed on time.

4. Problems?

Contractor missed one connection with ex. sewer line and had to remove and replace sewer, but it was done in timely manner.

5. How many change orders?

One Change order due to utility conflicts found in the field.

6. Other Comments by Contact:

They seemed to work with the City well.

CONTRACTOR REFERENCE INQUIRY

Job No.: 3551-14.141

By: CJC

Date: 05/29/15 Contact: Michael Hobbs Phone: 817-339-8750Time: 2:44 PM Representing: TranSystems Corp. ConsultantsContact was named as a reference by: Wilson Contractor ServicesWho placed a bid on: Celina Water Lines W1 & W2 Southeast Sector Date: 05/28/15

1. Prior project by Contractor that Contact is familiar with:

City of Southlake – W&SS relocations for FM 1938

Contract amount: \$2,21,030.72

Scope: 10,834 LF – 12”-6” Water
5,352 LF – 10” & 8” SS

2. Project successfully completed?

So far it has been going well and is almost complete.

3. Project completed on time?

Yes, project on schedule and is being completed in a timely manner.

4. Problems?

Small problems arose from unforeseen underground utilities but nothing due to the contractor.

5. How many change orders?

There was a change order for the underground utilities but it was done smoothly.

6. Other Comments by Contact:

Mr. Hobbs has not had any problems with them and has worked with Wilson before on previous projects and they went well.

Section 00 46 00

POST-BID PROCEDURES

1.0 DOCUMENT INCLUDES

- A. Notice of Intent to Award.
- B. Agreement.
- C. Requirements of Bidder.
- D. Failure of Bidder to comply with requirements.
- E. Notice to Proceed.
- F. Pre-construction Conference.
- G. Starting the Project.

2.0 NOTICE OF INTENT TO AWARD

- A. Owner will provide written Notice of Intent to Award (the Contract) to the Lowest Responsive Responsible Bidder, stating that upon compliance with the conditions listed herein within 14 days after receipt of the notice, and on approval by Owner, Owner will execute and deliver the Agreement.

3.0 FORM OF AGREEMENT

- A. The Agreement shall be Document 00 52 00 - Agreement Between the Owner and Contractor, together with Supplements enumerated in and attached thereto.

4.0 REQUIREMENTS OF BIDDER

- A. Within 14 days of receipt of the Notice of Intent to Award, the Low Bidder shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:
 - [X] Document 00 52 00 - Agreement Between the Owner and Contractor Form
 - [X] Document 00 61 10 - Performance Bond
 - [X] Document 00 61 15 - Payment Bond
 - [X] Document 00 61 20 – Certificate of Insurance (Form to be Supplied by Contractor)
 - [X] Document 00 61 30 – State Sales Tax - Separated Contract Certificate
 - [X] Document 00 61 40 – Contractor's Act of Assurance
 - [X] Document 00 61 50 – Certification Regarding Debarment, Suspension, and other Responsibility Matters

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

- A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Section 00 46 00 within the stated time, the Owner may declare the award in default and require forfeiture of the Security Deposit.
- B. After Owner's written notice of default to the Bidder, Owner may award the Contract to the responsible Bidder whose offer is the next lowest bid, and the Security Deposit of the Bidder in default shall be forfeited to the Owner in accordance with the provisions of Section 00 21 00 - Instructions to Bidders.

6.0 NOTICE TO PROCEED

- A. Upon Owner's execution of the Agreement and delivery to Contractor, the Engineer shall give the Contractor Notice to proceed within 30 days after the Effective Date of the Agreement, which notice shall establish the Date of Commencement of the Work.

7.0 PRE-CONSTRUCTION CONFERENCE

- A. Not later than 10 days after the date of Notice to Proceed, but before Contractor starts work at the site, Owner will convene a Pre-construction Conference as specified in Section 01 31 10 - Coordination and Meetings.

8.0 STARTING THE PROJECT

- A. Contractor shall start performance of the Work at the site on the Date of the Commencement of the Work, but no Work shall be done at the site prior to that date.

END OF DOCUMENT

Attachment: Celina - Water Lines W1 and W2 Southeast Sector Specifications (1115 : Construction Contract - SE Sector Water Line)

Section 00 52 00

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between the City of Celina, Texas

(hereinafter called OWNER) and _____

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

Installation of 12", 16" and 24" water main with gate and butterfly valves and appurtenances.

ARTICLE 2 – THE PROJECT

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

Water Lines W1 & W2 Southeast Sector

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Pacheco Koch, LLC who is herein after called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 TIME OF THE ESSENCE

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

4.02 DAYS TO ACHIEVE SUBSTANTIAL COMPLETION AND FINAL PAYMENT

- A. The Work will be substantially completed within the time stated in the Bid Proposal.

4.03 LIQUIDATED DAMAGES

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$600.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 5.01. A below:
- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES**6.01 SUBMITTAL AND PROCESSING OF PAYMENTS**

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

6.02 PROGRESS PAYMENTS; RETAINAGE

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02. A. 1 below. All such payments will be measured by the schedule of values established in paragraph 2.07. A. of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 90% of Work completed (with the balance being retainage).
 - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. The retainage shall be placed in an interest-bearing account by the Owner. The interest earned thereby will be paid to the Contractor with the Final Payment.

6.03 FINAL PAYMENT

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

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the prevailing money market rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress,

or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, and all examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolutions thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 CONTENTS

- A. The Contract Documents consist of the documents listed in the table of contents of the Project Manual and the drawings listed on the Sheet Index in the Drawings. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1. Written Amendments;
 - 2. Work Change Directives;
 - 3. Change Order(s).
- B. The documents listed in paragraph 9.01. A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 TERMS

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

10.02 ASSIGNMENT OF CONTRACT

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

10.03 SUCCESSORS AND ASSIGNS

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

10.04 SEVERABILITY

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

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

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Celina _____

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

License No. _____
(Where Applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership,
attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Section 00 61 10

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the City of Celina as Owner, in the sum of _____ Dollars (\$ _____) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____, 2015, entered into a Contract with the Owner for:

Water Lines W1 & W2 Southeast Sector

as set out in said Contract, a copy of which is by reference made a part hereof;

NOW THEREFORE the conditions of this obligation are such that, if the Principal shall faithfully perform the Contract in accordance with the Plans, specifications and contract documents and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of Principal's default or failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default or failure;

AND FURTHER, that if the Principal shall pay all persons, who have contracts directly with the Principal for labor and/or materials, failing which such persons shall have a direct right of action against the Principal and the Surety under this obligation, subject to Owner's priority, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, in the event Principal is in default under the Contract as defined herein, Surety will within fifteen (15) days of determination by Owner of such default take over and assume completion of said Contract and become entitled to the payment of the balance of the Contract price, subject to Owner's priority.

AND PROVIDED, that if any suit is brought under this Surety Bond, venue shall lie in Collin County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2015, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____
Attorney-in-fact

(SEAL)

Section 00 61 10
Performance Bond

Page 1 of 1

Section 00 61 15

PAYMENT BOND

STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN §

THAT WE, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Celina, as Owner, in the sum of _____ Dollars (\$ _____), for the payment, whereof the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Owner dated _____, 2015, for:

Water Lines W1 & W2 Southeast Sector

NOW THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes of Texas.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, that if any suit is brought under this Payment Bond, venue shall lie in Collin County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2015, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____
Attorney-in-fact

(SEAL)

Section 00 61 20

MAINTENANCE BOND

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal (the CONTRACTOR)
 and _____, a corporation organized under the laws of the

State of _____ and authorized to do business in the State of Texas as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Celina, a municipal corporation, (the OWNER) the sum of:

_____ and _____/100 Dollars
(One hundred (100%) percent of final contract price)

(\$ _____) for the payment of which sum well and truly to be made unto said City of Celina and its successors, said Principal and Surety do hereby bind themselves, their assigns, and successors jointly and severally. This obligation is conditioned, however, that, whereas said CONTRACTOR has this day entered into a written contract with said City of Celina to build and construct the following project:

Water Lines W1 & W2 Southeast Sector

which contract and the plans and specifications therein mentioned and adopted by the City of Celina are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the specifications and contract, it is provided that the CONTRACTOR shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of two (2) years. The period shall be two (2) years from the date of final acceptance as shown on the "Letter of Final Acceptance" as issued by the ENGINEER.

The CONTRACTOR agrees to make all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the constructed work. The CONTRACTOR shall reimburse the OWNER for the costs of all Engineering and special services required to be furnished by the OWNER which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said CONTRACTOR under the conditions prescribed by the Contract Documents. In case the said CONTRACTOR shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the OWNER, it is agreed that the OWNER may do said work and supply such materials and the said CONTRACTOR and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of the said Contract and this Maintenance Bond.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries

may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, _____ (CONTRACTOR) has caused by these presents to be executed by _____ (CONTRACTOR'S Principal) and the said Surety, _____, has caused these presents to be executed by its Attorney-In-Fact who has hereto set his/her hand this _____ day of _____, 20____.

Contractor

Surety

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attest:

Attest:

Name and Title

Name and Title

Company or Employer

Company or Employer

The name and address of the Resident Agent of the Surety is:

Name: _____

Firm Name: _____

Address: _____

City, State, Zip _____

Telephone: _____

For additional information on the above-named surety, you may contact the Texas Department of Insurance at (800) 578-4677.

NOTES:

1. Power of Attorney must be attached.
2. The Maintenance Bond effective date will begin when the "Final Letter of Acceptance" is issued by the Owner.

Section 00 61 25

CERTIFICATE OF INSURANCE

Insert following this page Certificate(s) of Insurance on form supplied by Contractor's insurance provider(s).

END OF SECTION

Section 00 61 25
Certificate of Insurance

Page 1 of 1

Section 00 61 30

STATE SALES TAX - SEPERATED CONTRACT CERTIFICATE

TO: CITY OF CELINA

DATE: _____

142 North Ohio

Celina, Texas 75009

SUMMARY SEPARATION OF MATERIALS AND LABOR:

The total amount bid shall be separated into Materials Costs and Services Charges, which result in a "Separated Contract". The Bidder is expected to comply with all the requirements of the State Sales Tax Law, plus separate the total Contract amount, for the total amount bid listed in the Proposal into material costs and services charges as provided below.

MATERIALS.....\$ _____

SERVICES.....\$ _____

TOTAL AMOUNT BID.....\$ _____

PRINCIPAL(_____) _____
TELEPHONE NUMBER_____
SIGNATURE_____
NAME & TITLE

END OF SECTION

Section 00 61 40

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS
 KNOW ALL MEN BY THESE PRESENTS:
 THE COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared _____, Affiant,
 [Affiant]

who being by me duly sworn on his oath stated that he is _____, of
 [Title]

the _____, Contractor, that he is authorized to represent Contractor
 [Contractor]

pursuant to provisions of a resolution adopted on this _____ day of _____, 20____. A duly
 certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity declares and assures the Owner that Contractor will construct the Project in accordance
 with sound construction practice, all laws of the State of Texas, and the regulations of the Owner.

 [Affiant]

SWORN AND SUBSCRIBED before me on this _____ day of _____, 20____.

 Notary Public in and for the State of TEXAS

 [Print or Type Notary Public Name]

My Commission Expires: _____

 [Expiration Date]

 [Seal]

END OF DOCUMENT

Section 00 61 50

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

[Typed Name of Company:]

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

[Date]

If unable certify the above statements, explanation is attached.

END OF SECTION

Section 00 72 10**GENERAL CONDITIONS**

The General Conditions for this contract shall be the Division 100 General Provisions of the North Central Texas Council of Governments Standard Specifications for Public Works Construction (NCTCOG), Fourth Edition, October 2004, which are specifically incorporated herein and made a part of this agreement the same as if written herein.

END SECTION

Attachment: Celina - Water Lines W1 and W2 Southeast Sector Specifications (1115 : Construction Contract - SE Sector Water Line)

Section 00 73 00

SUPPLEMENTARY CONDITIONS

Part 1 – GENERAL

- 1.1 PROJECT SPECIFICATIONS: Technical Specifications for the project shall consist of the following:
- A. Specific and general notes, instructions, and specifications included herein and on the Construction Plans.
 - B. "Standard Specifications for Public Works Construction, North Central Texas", October 2004 edition, as prepared by the North Central Texas Council of Governments.
- 1.2 DISCREPANCIES: In the event the information on the plan set differs from the information provided in the specifications, the plan set shall govern.
- 1.3 CONSTRUCTION STAKING: The Contractor shall be responsible for the establishment of all lines and grades required for completion of the construction of these improvements.
- 1.4 CONSTRUCTION OBSERVATION: The OWNER will provide, at their expense, Construction Observation during the course of the project.
- 1.5 UNIT PRICES: This project shall be administered as a unit price project. Payment to the Contractor shall be made based upon actual quantities completed for each item. Items included in the unit prices shall include material, labor, backfill, excavation, embedment and other incidental items required to complete the project.
- 1.6 PAYMENT FOR WORK COMPLETED: Upon completion of the project, and acceptance of the improvements by the OWNER, the Contractor shall submit a final request for payment based on work actually completed. Monthly requests for partial payment for work completed and material stored on site shall be made. If the project is suspended for more than 30 days by the OWNER, at no fault of the Contractor, the Contractor shall submit a request for partial payment as outlined in the Specifications.
- 1.7 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A. The date of commencement will be fixed in a Notice to Proceed issued by the OWNER.
 - B. The Contractor shall achieve Substantial Completion of the entire work not later than 200 Calendar Days from the date established on the Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.
- 1.8 INSURANCE: The Contractor will be required to provide insurance as outlined in the Insurance Requirements Section.
- 1.9 STORM WATER POLLUTION CONTROL
- A. Comply with the current requirements of TPDES General Permit No. TXR15000 (General Storm Water Permit) set forth by the Texas Commission on Environmental Quality for the duration of the Project:
 - 1. Develop a Storm Water Pollution Prevention Plan meeting all requirements of the General Storm Water Permit.
 - 2. Submit of a Notice of Intent to the Texas Commission on Environmental Quality.
 - 3. Develop and implement appropriate Best Management Practices as established by local agencies of jurisdiction.

4. Provide all monitoring and/or sampling required for reporting to the Texas Commission on Environmental Quality.
5. Submit reports to the Texas Commission on Environmental Quality as required as a condition of the permit.
6. Submit copies of the reports to the Construction Manager as Record Data in accordance with Section 01 33 00 Submittal Procedures.
7. Retain copies of these documents on site at all times for review and inspection by the Owner or regulatory agencies. Post a copy of the permit as required by regulations.
8. Pay all costs associated with complying with the provisions of the General Storm Water Permit. Assume solely responsible for implementing, updating, and modifying the General Storm Water Permit per regulatory requirements the Storm Water Pollution Prevention Plan and Best Management Practices.

B. Use forms required by the Texas Commission on Environmental Quality to file the Notice of Intent. Submit the Notice of Intent at least two days prior to the start of construction. Develop the Storm Water Pollution Prevention Plan prior to submitting the Notice of Intent. Provide draft copies of the Notice of Intent, Storm Water Pollution Prevention Plan, and any other pertinent Texas Commission on Environmental Quality submittal documents to Owner for review prior to submittal to the Texas Commission on Environmental Quality.

C. Return any property disturbed by construction activities to either specified conditions or pre-construction conditions as set forth in the Contract Documents. Provide an overall erosion and sedimentation control system that will protect all undisturbed areas and soil stockpiles/spoil areas. Implement appropriate Best Management Practices and techniques to control erosion and sedimentation and maintain these practices and techniques in effective operating condition during construction. Permanently stabilize exposed soil and fill as soon as practical during the Work.

D. Assume sole responsibility for the means, methods, techniques, sequences, and procedures for furnishing, installing, and maintaining erosion and sedimentation control structures and procedures and overall compliance with the General Storm Water Permit. Modify the system as required to effectively control erosion and sediment.

E. Retain copies of reports required by the General Storm Water Permit for three years from date of final completion

1.10 POLLUTION CONTROL

- A. Prevent the contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations. Provide adequate measures to prevent the creation of noxious air-borne pollutants. Prevent dispersal of pollutants into the atmosphere. Do not dump or otherwise discharge noxious or harmful fluids into drains or sewers, nor allow noxious liquids to contaminate public waterways in any manner.
- B. Provide equipment and personnel and perform emergency measures necessary to contain any spillage.
 1. Contain chemicals in protective areas and do not dump on soil. Dispose of such materials at off-Site locations in an acceptable manner.
 2. Excavate contaminated soil and dispose at an off-Site location if contamination of the soil does occur. Fill resulting excavations with suitable backfill and compact to the density of the surrounding undisturbed soil.
 3. Provide documentation to the Owner which states the nature and strength of the contaminant, method of disposal, and the location of the disposal Site.
 4. Comply with local, State and Federal regulations regarding the disposal of pollutants.

- C. Groundwater or run-off water which has come into contact with noxious chemicals, sludge, or sludge-contaminated soil is considered contaminated. Contaminated water must not be allowed to enter streams or water courses, leave the Site in a non-contained form or enter non-contaminated areas of the Site.
1. Pump contaminated water to holding ponds constructed by the Contractor for this purpose, or discharge to areas on the interior of the Site, as designated by the Engineer.
 2. Construct temporary earthen dikes or take other precautions and measures as required to contain the contaminated water and pump to a designated storage area.
 3. Wash any equipment used for handling contaminated water or soil within contaminated areas three times with uncontaminated water prior to using such equipment in an uncontaminated area. Dispose of wash water used to wash such equipment as contaminated water.

1.11 TEMPORARY CONSTRUCTION FENCE

- A. The Contractor shall provide temporary construction fencing in all locations where the existing fence must be removed for installation of the proposed work. The existing fence is to be reset once work is complete.

END OF SECTION

Section 00 73 10

SPECIAL PROVISIONS

PART 1 – GENERAL

1.01 BONDS

Bidders must submit with the Bid a Cashier's or Certified Check payable to the City of Celina, in the amount of 5% of the maximum price bid, or submit a Bid Bond in the same amount from a surety Company to the City, as a guarantee that the bidder will enter into a contract and execute the required bonds after the acceptance of the bid and award of the contract.

In accordance with Chapter 2253 of the Local Government Code of Texas, V.T.C.A., the successful bidder will be required to furnish Performance, Payment, and Maintenance Bonds in the full amount of the contract. The Bonds must be executed by an approved Surety Company holding a permit from the State of Texas to act as Surety. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety and certified to include the date of the bond.

1.02 WARRANTY

The work performed under this Contract shall be warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of acceptance. If the owner determines that the process has failed during the warranty period, the Contractor will perform and make all repairs at no additional cost to the Owner.

1.03 INSURANCE REQUIREMENTS

A. CONTRACTOR'S INSURANCE

Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the contract the CONTRACTOR and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. Coverage shall be of the following types and not less than the specified amounts.

- (1) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease --- each employee, \$500,000 disease-policy limit.
- (2) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of

this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products – Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

The policy shall include coverage extended to apply to operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

- (3) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

B. OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR'S operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

C. "UMBRELLA" LIABILITY INSURANCE

If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

D. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

- (1) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
 - (i) each policy shall name the OWNER as an additional insured as to all applicable coverage;

- (ii) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required.
 - (iii) the term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
 - (iv) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and
 - (v) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- (2) Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:
- (i) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
 - (ii) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
 - (iii) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (3) CONTRACTOR agrees to the following:
- (i) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;
 - (ii) companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
 - (iii) approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency

or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

- (iv) no special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

E. VEHICLES INSURANCE

The successful Bidder shall meet the minimum Texas State Financial Responsibility Act requirements for the operation of vehicle(s) used while performing services in the City.

1.04. ASSIGNMENT

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

1.05. CONTRACT TIME AND LIQUIDATED DAMAGES

As time is of the essence on this Contract, the Contractor agrees to commence work under this Contract within ten (10) days from the date specified in the "Notice to Proceed" and to totally complete the work within one hundred fifty (150) consecutive calendar days after the date specified in the "Notice to Proceed", subject to such extensions of time as are indicated in the General Provisions. The Contractor further agrees to pay as liquidated damages, the sum of six hundred fifty dollars (\$650.00) for each calendar day that any work remains uncompleted after the time specified above or after any extensions of time as are provided in the General Provisions. It is understood between the parties hereto that the sum of \$650.00 per day shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

1.06. PAYMENT

Contractor shall submit to the City a monthly invoice for services performed that month. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price.

1.07. SITE SURVEYING

The Contractor shall be responsible for all required site surveying to include: lines, grades, centerlines, off-set stakes, etc. necessary to lay out and install the paving, storm drain, water, and sanitary sewer system improvements as designed and shown on the plan sheets in these contract documents.

1.08. UTILITY LOCATES AND COORDINATION

The Contractor shall be responsible for securing the services of a utility location firm to provide "locates" for any underground utilities in the areas of the proposed construction. All coordination of such activities shall be the responsibility of the Contractor.

1.09. CITIZEN NOTIFICATION

The Contractor shall be responsible for the preparation and distribution of a City-approved "Notice of Construction" letter to all businesses and residents who will be directly affected by the proposed paving, storm drain, water, and sewer construction activities. The City Project Inspector will designate to the Contractor which houses/businesses are to receive the notices. This notice must include contact phone numbers for the Contractor and a brief description of the duration and general type of work to be done.

1.10. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and not effective unless signed by an authorized representative of the City.

1.11. NON-DISCRIMINATION

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth.
- B. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

1.12. LIENS

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

1.13. PATENT INDEMNITY

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

1.14 INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

1.15. GRATUITIES/BRIBES

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

1.16. TERMINATION OF AGREEMENT

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 00 73 45

FEDERAL WAGE RATE DECISION

- 1.01 The minimum wage rates for this project are duplicated following.

END OF SECTION

Section 00 73 45
Federal Wage Rate Decision

Page 1 of 1

General Decision Number: TX140289 11/07/2014 TX289

State: Texas

Construction Type: Building

County: Collin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	10/31/2014
1	11/07/2014

ASBE0021-011 05/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 21.52	7.15

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

CARP1421-002 04/01/2014

	Rates	Fringes
MILLWRIGHT.....	\$ 25.30	8.30

ELEV0021-006 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 36.85	26.785+a

FOOTNOTES: a - A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2014

Rates	Fringes
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Section 00 73 45.36
Federal Wage Decision TX36

Page 1 of 7

POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

IRON0263-005 12/01/2013

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 22.70	5.35

PLUM0100-005 07/01/2013

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 26.88	8.83
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 26.88	8.83

SUTX2014-015 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78	0.00
CAULKER.....	\$ 15.16	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.04	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69

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FORM WORKER.....	\$ 11.89	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.74	0.00
INSTALLER - SIGN.....	\$ 15.50	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.29	0.00
LABORER: Common or General.....	\$ 10.52	0.00
LABORER: Mason Tender - Brick...	\$ 10.54	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.93	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 12.22	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55	0.00
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69	0.50
OPERATOR: Forklift.....	\$ 13.21	0.81
OPERATOR: Grader/Blade.....	\$ 13.03	0.00
OPERATOR: Loader.....	\$ 13.46	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00

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PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

Section 00 73 45.36
Federal Wage Decision TX36

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END OF GENERAL DECISION

Section 00 73 45.36
Federal Wage Decision TX36

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Section 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following items are listed to illustrate the overall nature of the project. By no means is this listing to be considered complete. For a complete description of the project, see the Drawings and other documents in the Project Manuals.
- B. Furnish and install 1,200 LF of 12" C900 Class 235 DR-18 water main, 1,100 LF of 16" C905 Class 235 DR-18 water main, 19,650 LF of 24" C905 Class 235 DR-18, and various appurtenances.

1.03 CASH ALLOWANCES

- A. Include the Cash Allowances shown in the Proposal.

1.04 ALTERNATES

- A. Include the Alternates shown in the Proposal.

1.05 OWNER FURNISHED PRODUCTS

- A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

- A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

- A. Work sequence will be the responsibility of the Contractor using good construction practices.
- B. Coordination of the Work: Refer to Section 01 31 10 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

- A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01 14 50 - Use of Premises.
- B. Construction Operations: Limited to Owner's site, rights-of-way and/or easements provided by Owner.
- C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

- A. Comply with warranty requirements in accordance with Document 00 72 00 – Standard General Conditions of the Construction Contract.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: June 9, 2015
Re: <Insert Subject/RE Here>

Action Requested:

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

Background Information:

The change order consists of land surveying for two proposed wastewater mains for an Eastern Extension of the Southeast Sector Interceptor and a Northern Extension of the proposed Southeast Sector Interceptor to connect the Parks at Wilson Creek development in west Celina, Texas. The Eastern Extension is approximately 4,500 linear feet in length and runs east from upper Wilson Creek along FM 1461 (East Frontier Parkway), splitting at Pebble Creek Drive, and heading to the north along Pebble Creek Drive and to the southeast corner of Twelve Oaks Phase II addition. The proposed Northern Extension is approximately 8,300 linear feet in length and runs from the north side of the Lakes at Mustang Ranch, along the east side of Wilson Creek, to the south line of the Parks at Wilson Creek development.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Funding in the total amount of \$113,630 is available from the FY 2014 Bond Sale.

Legal Review:

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

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:

Approve

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.



May 29, 2015 (Revised)
PK No.: 3551-14.141

Mr. Gabe Johnson, P.E., PH, CFM

City Engineer

CITY OF CELINA

142 North Ohio Street
Celina, Texas 75009

Re: Professional Land Surveying Services
SOUTHEAST SECTOR INTERCEPTOR EXTENSION TO EAST AND NORTH
Change Order No. 3
PWK Sew 2014-06
Celina, Collin County, Texas
MAPSCO: C4F31, 32

Dear Mr. Johnson:

Pacheco Koch, LLC is pleased to submit this proposal to provide professional land surveying services relating to the referenced project. It is our understanding the project consists of land surveying for two (2) proposed wastewater mains for an Eastern Extension of the Southeast Sector Interceptor and a Northern Extension of the proposed Southeast Sector Interceptor to connect the Parks at Wilson Creek development in west Celina, Texas. The Eastern Extension is approximately 4,500 linear feet in length and runs east from upper Wilson Creek along FM 1461 (East Frontier Parkway), splitting at Pebble Creek Drive, and heading to the north along Pebble Creek Drive and to the southeast corner of Twelve Oaks Phase II addition. The proposed Northern Extension is approximately 8,300 linear feet in length and runs from the north side of the Lakes at Mustang Ranch, along the east side of Wilson Creek, to the south line of the Parks at Wilson Creek development. Both alignments are shown on the attached exhibits titled, "Eastern Extension, Southeast Sector" and "Northern Extension, Southeast Sector" respectively. It is our understanding the City will be responsible for obtaining all right of entry for the surveyor to enter private property to complete these services.

SCOPE OF SERVICES

Based on our preliminary discussions and review of the information received to date, the following is our perception of the services to be provided by Pacheco Koch for the referenced project:

Eastern Extension

HORIZONTAL AND VERTICAL CONTROL: Pacheco Koch will establish eight (8) control points (approximately 500-foot intervals), with horizontal and vertical values being obtained via GPS observations based on a local Virtual Reference System (VRS) Network. Horizontal values for these points will be provided as Grid Coordinates. The horizontal datum will be Texas State Plane Coordinate System – NAD 83, North Central Zone 4202. The vertical datum will be North American Vertical Datum 1988 – NAVD88 with geoid heights determined by GEOID12A.

TOPOGRAPHIC DESIGN SURVEY: Pacheco Koch will perform an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. The limits of the survey shall be approximately 100-feet in width along the centerline alignment shown on the attached "Eastern Extension, Southeast Sector" exhibit.

Included in this item:

- Location of permanent improvements within the project limits (structures and improvements extending past the stated limits will be surveyed only to the extents of said limits and not in their entirety). Permanent improvements includes buildings, structures, fences, pavements and other man-made, unmovable objects.

Attachment: 2015-05-29 CO3 for North and Eastern extension (1125 : Change Order No. 3 - SE Sector Survey and Alignment)

(Continued from previous page)

- Spot elevations on 50-foot intervals and at significant grade breaks.
- Contours on one foot intervals.
- Location, common name and trunk diameter of trees over 8-inches in caliper.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
- Research and retrieval of subdivision plats, maps and/or deeds delineating the ownership for the properties in the project area.
- Limited field measurements to only those existing boundary monuments deemed necessary by the surveyor to approximate the location of rights-of-way and property lines.
- Graphic depiction of the approximate location of the property lines based on recorded deeds and plats.

Not included in this item:

- Species names of trees.
- Trees less than 8-inches in diameter.
- Right-of-Entry efforts for private property.
- Subsurface utility engineering services.
- Location of irrigation/sprinkler control valves.

CENTERLINE ALIGNMENT STAKING (If Requested): After the City's engineering consultant has reviewed the Topographic Design Survey and determined a preliminary centerline alignment, Pacheco Koch will set laths at 200-foot intervals and angle points along said alignment. This staking is for field review by City Staff, the Engineer and property owners only and shall not be construed as construction staking.

PUMP STATION DESIGN SURVEY: Pacheco Koch will perform an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. The limits of the survey shall be approximately 1.5 acre of the western portion of 5575 Pebble Creek Drive as shown on the attached "Eastern Extension, Southeast Sector" exhibit.

Included in this item:

- Location of permanent improvements within the project limits (structures and improvements extending past the stated limits will be surveyed only to the extents of said limits and not in their entirety). Permanent improvements includes buildings, structures, fences, pavements and other man-made, unmovable objects.
- Spot elevations on 50-foot intervals and at significant grade breaks.
- Contours on one foot intervals.
- Location, common name and trunk diameter of trees over 8-inches in caliper.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
- Research and retrieval of subdivision plats, maps and/or deeds delineating the ownership for the properties in the project area.
- Limited field measurements to only those existing boundary monuments deemed necessary by the surveyor to approximate the location of rights-of-way and property lines.
- Graphic depiction of the approximate location of the property lines based on recorded deeds and plats.

Not included in this item:

- Species names of trees.
 - Trees less than 8-inches in diameter.
 - Right-of-Entry efforts for private property.
 - Subsurface utility engineering services.
- Location of irrigation/sprinkler control valves.

PROJECT COORDINATION: Pacheco Koch will be available to attend up to three (3) project meetings (including conference calls) and to coordinate with City Staff, the Engineer, the Contractor, etc.

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

Northern Extension

HORIZONTAL AND VERTICAL CONTROL: Pacheco Koch will establish twenty-three (23) control points (approximately 500-foot intervals), with horizontal and vertical values being obtained via GPS observations based on a local Virtual Reference System (VRS) Network. Horizontal values for these points will be provided as Grid Coordinates. The horizontal datum will be Texas State Plane Coordinate System – NAD 83, North Central Zone 4202. The vertical datum will be North American Vertical Datum 1988 – NAVD88 with geoid heights determined by GEOID12A.

TOPOGRAPHIC DESIGN SURVEY: Pacheco Koch will perform an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. The limits of the survey shall be approximately 100-feet in width along the centerline alignment shown on the attached "Northern Extension, Southeast Sector" exhibit.

Included in this item:

- Location of permanent improvements within the project limits (structures and improvements extending past the stated limits will be surveyed only to the extents of said limits and not in their entirety). Permanent improvements includes buildings, structures, fences, pavements and other man-made, unmovable objects.
- Spot elevations on 50-foot intervals and at significant grade breaks.
- Contours on one foot intervals.
- Location, common name and trunk diameter of trees over 8-inches in caliper.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
- Research and retrieval of subdivision plats, maps and/or deeds delineating the ownership for the properties in the project area.
- Limited field measurements to only those existing boundary monuments deemed necessary by the surveyor to approximate the location of rights-of-way and property lines.
- Graphic depiction of the approximate location of the property lines based on recorded deeds and plats.

Not included in this item:

- Species names of trees.
- Trees less than 8-inches in diameter.
- Right-of-Entry efforts for private property.
- Subsurface utility engineering services.
- Location of irrigation/sprinkler control valves.

CENTERLINE ALIGNMENT STAKING (If Requested): After the City's engineering consultant has reviewed the Topographic Design Survey and determined a preliminary centerline alignment, Pacheco Koch will set laths at 200-foot intervals and angle points along said alignment. This staking is for field review by City Staff, the Engineer and property owners only and shall not be construed as construction staking.

PERMANENT EASEMENT DOCUMENTS: Based on boundary surveying of the project area performed by our office, Pacheco Koch will prepare separate instrument dedication documents for new 20-foot wide sanitary sewer easements as required for this project. It is assumed for the purposes of this proposal, that a total of five (5) easements will be required. We also understand the width of the easement may vary based on the final design of the sewer line.

Included in this item:

- Dedication statements, survey exhibit and metes and bounds description for each easement.
- Coordination with City staff for review and approval of each easement.

Not included in this item:

- Coordination with property owners.
- Monumentation of easement corners.

TEMPORARY EASEMENT DOCUMENTS (If Required): Based on boundary surveying of the project area by our office, Pacheco Koch will prepare separate instrument dedication documents for temporary construction easements to correspond with the permanent easements described above. It is assumed for the purposes of this proposal, that a total of five (5) easements will be required.

Included in this item:

- Dedication statements, survey exhibit and metes and bounds description for each easement.
- Coordination with City staff for review and approval of each easement.

Not included in this item:

- Coordination with property owners.
- Monumentation of easement corners.

SET EASEMENT CORNERS (If Requested): If requested by the city, Pacheco Koch will set permanent corner monuments (5/8-inch iron rod with "Pacheco Koch Easement" cap) at all corners of each Permanent Easement.

PROJECT COORDINATION: Pacheco Koch will be available to attend up to three (3) project meetings (including conference calls) and to coordinate with City Staff, the Engineer, the Contractor, etc.

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

SCHEDULE

Pacheco Koch acknowledges the importance to City of Celina of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. City of Celina understands, however, that Pacheco Koch's performance must be governed by sound professional practices. If, through no fault of Pacheco Koch, such periods of times or dates are changed, or the orderly and continuous progress of Pacheco Koch's services is impaired or Pacheco Koch's services are delayed or suspended, then the time for completion of Pacheco Koch's services, and the rates and amounts of Pacheco Koch's compensation, shall be adjusted equitably. If requested, Pacheco Koch would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.

COMPENSATION

Pacheco Koch proposes to provide the services described above on a Lump Sum basis as follows:

Eastern Extension

<i>HORIZONTAL AND VERTICAL CONTROL</i>	\$ 5,000.00
<i>TOPOGRAPHIC DESIGN SURVEY</i>	\$ 24,930.00
<i>CENTERLINE ALIGNMENT STAKING (If Requested)</i>	\$ 3,400.00
<i>PUMP STATION DESIGN SURVEY</i>	\$ 3,500.00
<i>PROJECT COORDINATION</i>	\$ 4,500.00
<i>DIRECT EXPENSES (Cost x 1.1, Not to Exceed)</i>	\$ 800.00

TOTAL \$ 42,130.00

Northern Extension

<i>HORIZONTAL AND VERTICAL CONTROL</i>	\$ 6,500.00
<i>TOPOGRAPHIC DESIGN SURVEY</i>	\$ 38,000.00
<i>CENTERLINE ALIGNMENT STAKING (If Requested)</i>	\$ 5,800.00
<i>PERMANENT EASEMENT DOCUMENTS</i>	\$ 6,000.00
<i>TEMPORARY EASEMENT DOCUMENTS (If Required)</i>	\$ 5,000.00
<i>SET EASEMENT CORNERS (If Requested)</i>	\$ 6,500.00
<i>PROJECT COORDINATION</i>	\$ 2,200.00
<i>DIRECT EXPENSES (Cost x 1.1, Not to Exceed)</i>	\$ 1,500.00

TOTAL \$ 71,500.00

GRAND TOTAL \$113,630.00

The Lump Sum fees above are based on a "Preliminary Estimate of Projected Man-Hours and Costs" for each item and is attached.

Also, please note that the fees above are based on the assumption that Pacheco Koch will perform the above services all together for this project. In the event any item is deleted from the scope of work, other than those designated as "If Required" or "If Requested," Pacheco Koch reserves the right to adjust the fees for other items as appropriate.

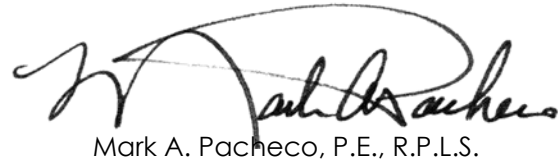
Mr. Gabe Johnson, P.E., PH, CFM
May 29, 2015 (Revised)
Page 6

SUMMARY

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

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

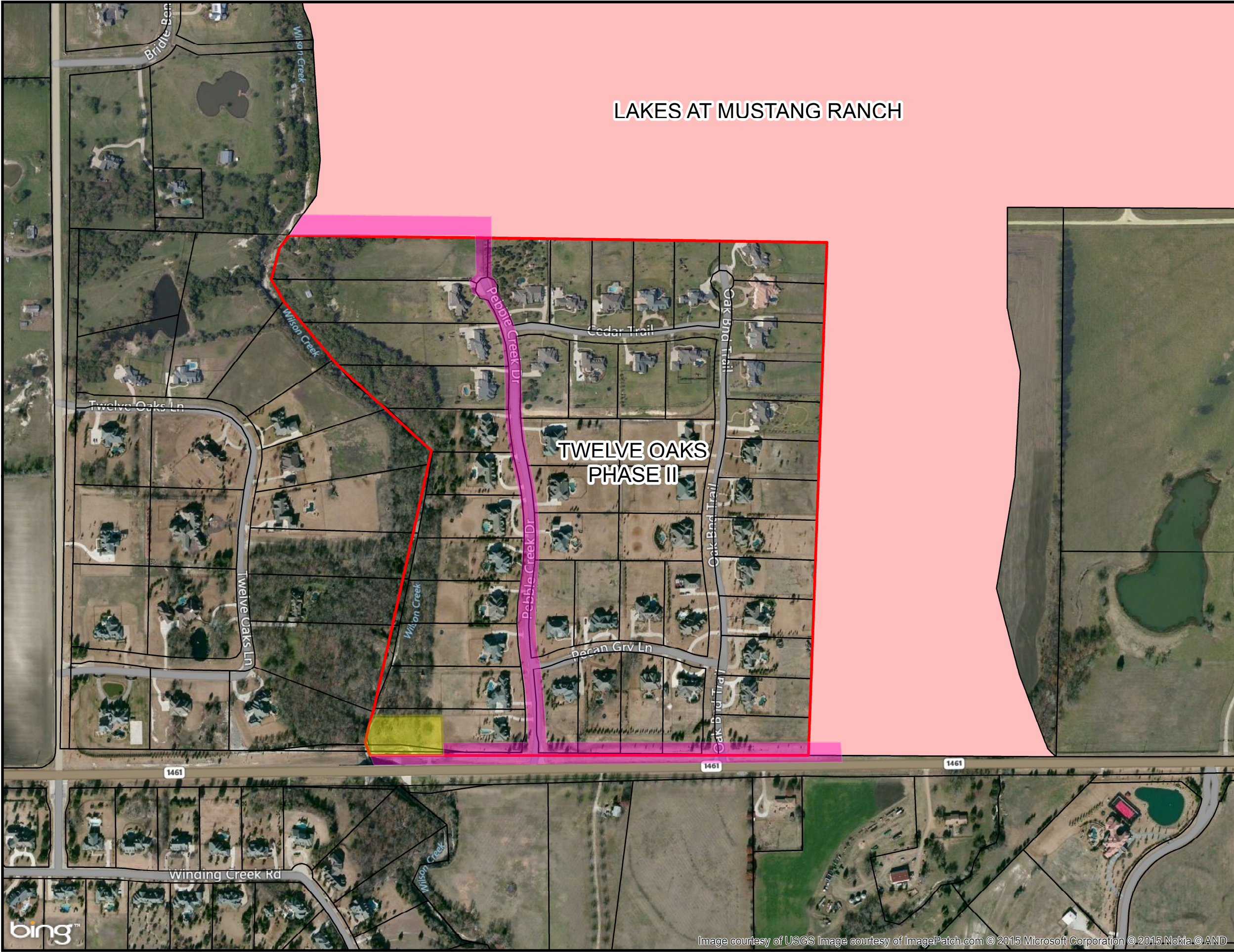
Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. Pacheco', with a large, sweeping flourish above the name.

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

JWW/slr
01-13857R1

Attachment: 2015-05-29 CO3 for North and Eastern extension (1125 : Change Order No. 3 - SE Sector Survey and Alignment)



LAKES AT MUSTANG RANCH

TWELVE OAKS
PHASE II

EASTERN EXTENSION, SOUTHEAST SECTOR

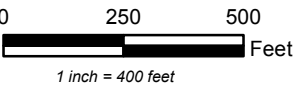
CELINA, TX
3551-14.141

KEY TO FEATURES

-  Eastern Extension, Design Survey Area
-  Pump Station Design Survey Area

DATUM

NAD 1983 Texas State Plane
North Central Zone FIPS 4202



VICINITY MAP

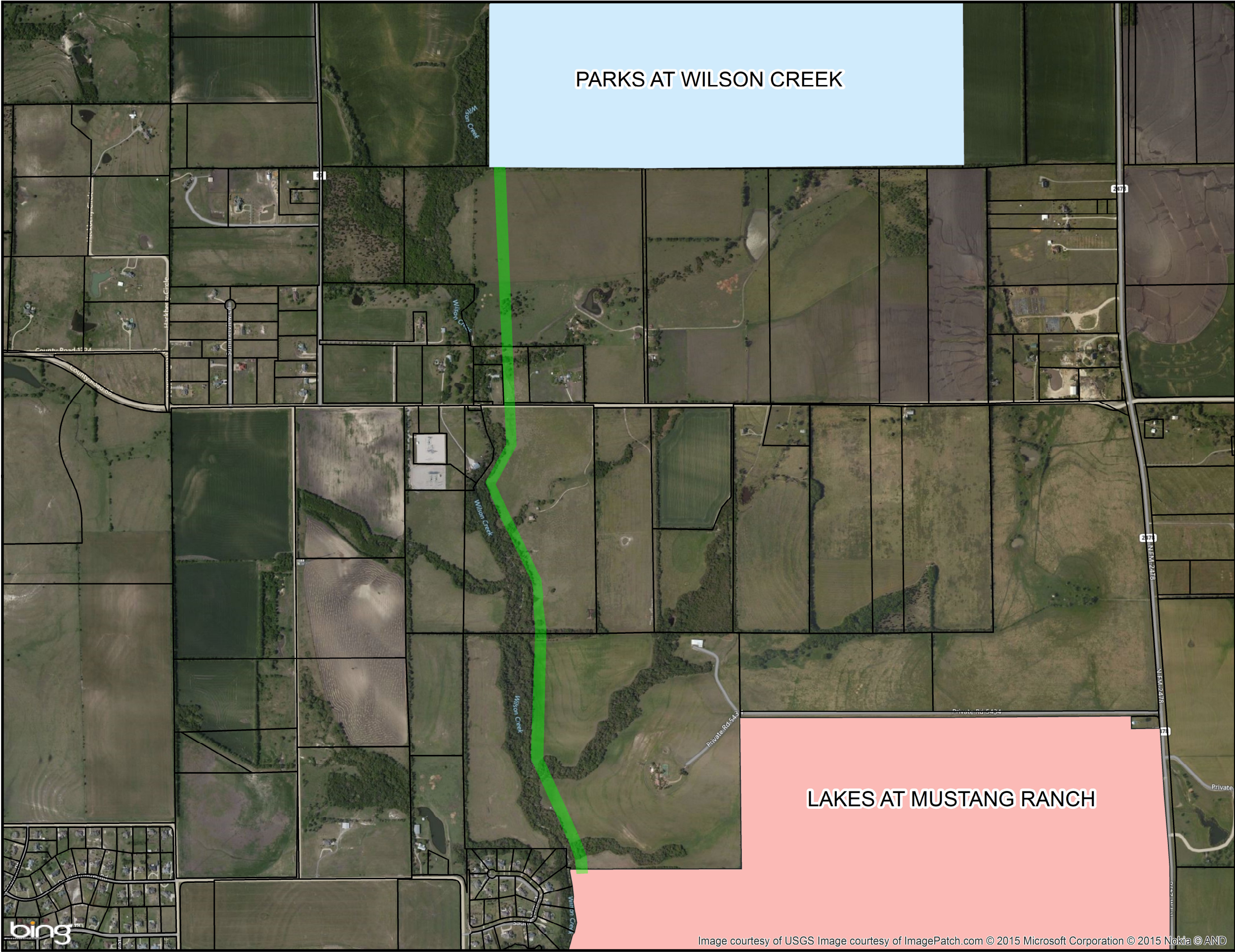


April 29, 2015



Attachment: 2015-05-29 CO3 for North and Eastern extension (1125 : Change Order No. 3 - SE Sector Survey and Alignment)

TX R

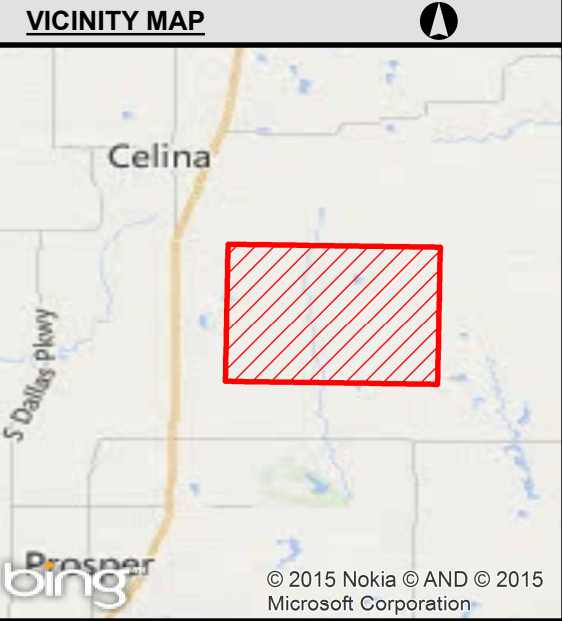


**NORTHERN EXTENSION,
SOUTHEAST SECTOR**
CELINA, TX
3551-14.141

KEY TO FEATURES
 Northern Extension, Design Survey Area

DATUM
NAD 1983 Texas State Plane
North Central Zone FIPS 4202

 0 500 1,000 Feet
1 inch = 1,067 feet



April 30, 2015



Image courtesy of USGS Image courtesy of ImagePatch.com © 2015 Microsoft Corporation © 2015 Nokia © AND

Attachment: 2015-05-29 CO3 for North and Eastern extension (1125 : Change Order No. 3 - SE Sector Survey and Alignment)

Eastern Extension	Principal (RPLS / PE)	Senior Project Manager (RPLS)	Project Manager (RPLS)	Project Surveyor (RPLS)	Senior Survey Technician	Survey Technician	1-Person Survey Field Crew	2-Person Survey Field Crew	3-Person Survey Field Crew	Research Coordinator	Administrative Assistant	TOTAL
	Rate \$200.00	Rate \$140.00	Rate \$120.00	Rate \$95.00	Rate \$90.00	Rate \$75.00	Rate \$95.00	Rate \$135.00	Rate \$195.00	Rate \$65.00	Rate \$70.00	
	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost
Horizontal and Vertical Control	\$ -	2.0 \$ 280.00	\$ -	\$ -	4.0 \$ 360.00	14.0 \$ 1,050.00	\$ -	24.0 \$ 3,240.00	\$ -	\$ -	1.0 \$ 70.00	45.0 \$ 5,000.00
Topographic Design Survey	3.5 \$ 700.00	25.0 \$ 3,500.00	\$ -	\$ -	26.0 \$ 2,340.00	48.0 \$ 3,600.00	\$ -	100.0 \$ 13,500.00	\$ -	8.0 \$ 520.00	11.0 \$ 770.00	221.5 \$ 24,930.00
Centerline Alignment Staking	\$ -	0.5 \$ 70.00	\$ -	\$ -	2.0 \$ 180.00	6.0 \$ 450.00	\$ -	20.0 \$ 2,700.00	\$ -	\$ -	\$ -	28.5 \$ 3,400.00
Pump Station Design Survey	\$ -	2.0 \$ 280.00	\$ -	\$ -	3.0 \$ 270.00	6.0 \$ 450.00	\$ -	18.0 \$ 2,430.00	\$ -	\$ -	1.0 \$ 70.00	30.0 \$ 3,500.00
Project Coordination	8.5 \$ 1,700.00	20.0 \$ 2,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28.5 \$ 4,500.00
Direct Expenses (Not to Exceed)												\$ 800.00
	12.0 \$ 2,400.00	49.5 \$ 2,800.00	0.0 \$ -	0.0 \$ -	35.0 \$ -	74.0 \$ -	0.0 \$ -	162.0 \$ -	0.0 \$ -	8.0 \$ -	13.0 \$ -	353.5 \$ 42,130.00

Northern Extension	Principal (RPLS / PE)	Senior Project Manager (RPLS)	Project Manager (RPLS)	Project Surveyor (RPLS)	Senior Survey Technician	Survey Technician	1-Person Survey Field Crew	2-Person Survey Field Crew	3-Person Survey Field Crew	Research Coordinator	Administrative Assistant	TOTAL
	Rate \$200.00	Rate \$140.00	Rate \$120.00	Rate \$95.00	Rate \$90.00	Rate \$75.00	Rate \$95.00	Rate \$135.00	Rate \$195.00	Rate \$65.00	Rate \$70.00	
	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost	Hrs. Cost
Horizontal and Vertical Control	\$ -	2.0 \$ 280.00	\$ -	\$ -	6.0 \$ 540.00	10.0 \$ 750.00	\$ -	36.0 \$ 4,860.00	\$ -	\$ -	1.0 \$ 70.00	55.0 \$ 6,500.00
Topographic Design Survey	4.5 \$ 900.00	28.0 \$ 3,920.00	\$ -	\$ -	36.0 \$ 3,240.00	64.0 \$ 4,800.00	\$ -	130.0 \$ 17,550.00	30.0 \$ 5,850.00	16.0 \$ 1,040.00	10.0 \$ 700.00	318.5 \$ 38,000.00
Centerline Alignment Staking	\$ -	2.0 \$ 280.00	\$ -	\$ -	4.0 \$ 360.00	4.0 \$ 300.00	\$ -	36.0 \$ 4,860.00	\$ -	\$ -	\$ -	46.0 \$ 5,800.00
Permanent Esmt Documents (5)	1.0 \$ 200.00	10.0 \$ 1,400.00	\$ -	\$ -	25.0 \$ 2,250.00	24.0 \$ 1,800.00	\$ -	\$ -	\$ -	\$ -	5.0 \$ 350.00	65.0 \$ 6,000.00
Temporary Esmt Documents (5)	0.5 \$ 100.00	7.0 \$ 980.00	\$ -	\$ -	23.0 \$ 2,070.00	20.0 \$ 1,500.00	\$ -	\$ -	\$ -	\$ -	5.0 \$ 350.00	55.5 \$ 5,000.00
Set Easement Corners	\$ -	1.0 \$ 140.00	\$ -	\$ -	4.0 \$ 360.00	8.0 \$ 600.00	\$ -	40.0 \$ 5,400.00	\$ -	\$ -	\$ -	53.0 \$ 6,500.00
Project Coordination	4.0 \$ 800.00	10.0 \$ 1,400.00	\$ -	\$ -	0.0 \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14.0 \$ 2,200.00
Direct Expenses (Not to Exceed)												\$ 1,500.00
	10.0 \$ 2,000.00	60.0 \$ 8,400.00	0.0 \$ -	0.0 \$ -	98.0 \$ 8,820.00	130.0 \$ 9,750.00	0.0 \$ -	242.0 \$ 32,670.00	30.0 \$ 5,850.00	16.0 \$ 1,040.00	21.0 \$ 1,470.00	607.0 \$ 71,500.00

GRAND TOTAL \$ 113,630.00



SCHEDULE OF STANDARD HOURLY BILLING RATES
(Our hourly rates are subject to change at any time.)

ENGINEERING

Principal.....	\$225.00/Hr.
Associate Principal	\$190.00/Hr.
Senior Project Manager.....	\$140.00/Hr.
Senior Project Coordinator.....	\$140.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Engineer.....	\$95.00/Hr.
Senior Technician	\$110.00/Hr.
Design Technician	\$80.00/Hr.
Technician	\$75.00/Hr.
Research Manager	\$70.00/Hr.
Technical Assistant	\$50.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

LANDSCAPE ARCHITECTURE

Principal.....	\$225.00/Hr.
Associate Principal	\$190.00/Hr.
Senior Project Manager.....	\$140.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect	\$95.00/Hr.
Landscape Designer.....	\$75.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

SURVEYING

Principal.....	\$225.00/Hr.
Associate Principal	\$190.00/Hr.
Senior Project Manager.....	\$140.00/Hr.
Senior Project Coordinator.....	\$140.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Surveyor	\$95.00/Hr.
Survey Intern	\$90.00/Hr.
Senior Technician	\$90.00/Hr.
Technician	\$75.00/Hr.
Research Manager	\$70.00/Hr.
Technical Assistant	\$50.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.
Survey Field Crew (1-person)	\$95.00/Hr.
Survey Field Crew (2-person)	\$135.00/Hr.
Survey Field Crew (3-person)	\$195.00/Hr.
Survey Field Crew (4-person)	\$250.00/Hr.

rev. 05/2015



STANDARD BILLING RATES FOR IN HOUSE REIMBURSABLE CHARGES

(Rates are subject to change at any time.)

Reproduction:

Black Line Bond Prints.....	\$ 0.50/sf
Black Line Vellum Prints.....	\$ 1.50/sf
Black Line Mylar Prints	\$ 2.00/sf
Color Bond Plots.....	\$ 3.00/sf
Color Prints (8 1/2" x 11")	\$ 1.00/ea
Photocopies (8 1/2" x 11")	\$ 0.10/ea

Monumentation (Materials Only):

3" Aluminum Disks.....	\$25.00/ea
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Mounting:

Foam-core (3/16")	\$4.00/sf
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Binding Services:

Punch & Bind	\$2.00/ea
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Storage Media:

CD.....	\$ 8.00/ea
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Travel Expenses:

Per Diem (Lodging/Meals)	\$ 100.00/Day/Person
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AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**Southeast Sector Interceptor, Extension to North***Celina, Collin County, County, Texas*

PK No: 3551-0100

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

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 In consideration of the mutual covenants contained herein, PK shall perform the services identified in letter of proposal dated May 29, 2015, which is made a part hereof, in accordance with the terms of this Agreement.
- 1.2 PK will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of the CLIENT and by an authorized representative of PK.
- 1.3 PK shall not be responsible for a CLIENT's directive or substitution made without PK's agreement and which agreement shall not be unreasonable withheld.

ARTICLE 2 - AMENDMENTS

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

ARTICLE 3 - PROJECT COSTS AND PAYMENT

- 3.1 PK shall be compensated, in U.S. Dollars, in accordance with the afore referenced letter of proposal and any subsequent executed amendments to said proposal.
- 3.2 Unless otherwise noted, direct costs such as application fees, review fees, blueprinting, reproductions, delivery fees, etc. are not included in the fees above and will be charged at cost times a multiplier of 1.10.
- 3.3 State and local sales tax shall also be considered a direct cost when applicable and will be charged at cost. Please note that professional boundary surveying services are subject to state sales tax.
- 3.4 PK will submit an invoice to CLIENT at the end of each month, on an hourly rate basis or based on the estimated percentage of completion of the services as stipulated in the proposal, unless otherwise specified by the CLIENT in writing and agreed upon by PK.
- 3.5 Payment shall be made by CLIENT within 30 days after receipt of the invoice.
- 3.6 PK shall be compensated by CLIENT for services rendered regardless of whether or not any impending sale of the subject property is finalized.
- 3.7 CLIENT shall provide written notification to PK within 15 days of receipt of the invoice should CLIENT object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by CLIENT within 30 days of receipt of said invoice.
- 3.8 If legal action is necessary to enforce payment provisions of this Agreement, PK shall be entitled to collect from CLIENT any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by PK in connection therewith.
- 3.9 A finance charge of 1.50% per month will be paid by CLIENT for all non-disputed invoices after 30 days.
- 3.10 If CLIENT for any reason fails to pay the undisputed portion of any invoice within 30 days of presentation, PK has the right to cease work on the project and CLIENT shall waive any claim against PK for cessation of services, and shall defend and indemnify PK from and against any claims for injury or loss stemming from said cessation of services. In the event the project is restarted, CLIENT shall also pay the cost of restarting and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

ARTICLE 4 - DELAYS AND TERMINATION

- 4.1 CLIENT or PK may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party. A complete settlement of all claims upon such termination of this Agreement shall be made as follows: In the event of any termination PK will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLIENT's sole risk, subject to the provisions here within. In the event the services cannot be performed on or before the projected due date because of circumstances beyond the control of PK, including, but not limited to strike, fire, riot, excessive precipitation, act of God, governmental action, third party action or action of omission by CLIENT, the services shall be amended by CLIENT and PK in accordance with Article 2 of this Agreement.
- 4.2 If the CLIENT suspends the Project, PK shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, PK shall be compensated for expenses incurred in the interruption and resumption of PK's services. PK's fees for the remaining services and the time schedules shall be equitably adjusted.
- 4.3 If the CLIENT suspends the Project for more than 90 cumulative days for reasons other than the fault of PK, PK may terminate the Agreement by giving not less than seven (7) days' written notice.
- 4.4 CLIENT's failure to make payment to PK in accordance with the payment terms herein shall constitute a material breach of the Agreement and shall be cause for termination by PK.

ARTICLE 5 - RIGHT OF ENTRY

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

Attachment: 2015-05-29 CO3 for North and Eastern extension (1125 : Change Order No. 3 - SE Sector Survey and Alignment)

ARTICLE 6 - INFORMATION PROVIDED BY OTHERS

- 6.1 PK shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to PK such information as is available to CLIENT. CLIENT recognizes that it is impossible for PK to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. CLIENT shall be responsible for, and PK may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PK pursuant to this Agreement. PK may use such requirements, programs, instructions, report data, and information in performing or furnishing services under this Agreement. Accordingly, CLIENT waives any claim against PK, and agrees to defend, indemnify and hold PK harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, inaccuracies in documents or other information provided to PK by CLIENT. Further, CLIENT agrees to compensate PK for any time spent or expenses incurred by PK in defense of any such claim, with such compensation to be based upon PK's prevailing fee schedule and expense reimbursement policy.
- 6.2 Subject to the standard of care set forth here within, PK and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

ARTICLE 7 - CONSTRUCTION ACTIVITIES

- 7.1 CLIENT agrees that the General Contractor is solely responsible for job site safety and for construction means, methods, sequence techniques and procedures necessary for performing, superintending and/or coordination all construction activities and warrants that this intent shall be made evident in CLIENT's agreement with the General Contractor.
- 7.2 Unless otherwise required in this Agreement, PK shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 8 - CONFIDENTIALITY

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

ARTICLE 9 - OWNERSHIP OF INSTRUMENT OF SERVICE

- 9.1 All reports, plans, specifications, field data, field notes, calculations, estimates and other documents prepared by PK, as instruments of service shall remain the property of PK. PK shall retain these records for a period of five (5) years following completion of services, during which period they will be made available to CLIENT at all reasonable times.

ARTICLE 10 - JURISDICTION

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

ARTICLE 11 - INDEMNITY

- 11.1 PK shall indemnify and hold harmless CLIENT from and against lawsuits, claims, liabilities, causes of action, losses, damages, forfeiture penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted including, but not limited to, any government agency or branch or any third party to the extent the same arise from (i) a breach by PK of any term or provision of this Agreement, (ii) violation by PK of federal, state or local statute, rule, regulation or ordinance in the negligent performance of the Services, or (iii) negligent errors or omissions of PK or its employees, agents, or subcontractors in the performance of the Services.
- 11.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PK and its officers, directors, members, partners, agent employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs), by whomever asserted, including, but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by PK, any third party or employee employed or retained by PK, to the extent that such claim, property damage injury or death resulted from (i) the negligence or willful misconduct of CLIENT or agent of CLIENT, (ii) violation of federal, state, or local statute, rule, regulation or ordinance by CLIENT or agent of CLIENT, (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site, or (iv) inaccurate information provided by CLIENT to PK provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

ARTICLE 12 - LIMITATION OF LIABILITY

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

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

ARTICLE 13 – FIDUCIARY RESPONSIBILITY

- 13.1 CLIENT confirms that neither PK nor any of PK's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by PK or any of PK's subconsultants or subcontractors, as a consequence of PK entering into this Agreement with the CLIENT.
- 13.2 If this Agreement is a subcontract to CLIENT'S agreement with OWNER, CLIENT also confirms that neither PK nor any of PK's subconsultants owes a fiduciary responsibility to the CLIENT or OWNER. CLIENT shall, as a material element of the consideration the Consultant requires for performance of the services enumerated herein, require OWNER to formally recognize this provision in CLIENT's agreement with OWNER.

ARTICLE 14 - INSURANCE

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

ARTICLE 15 - ASSIGNMENT

- 15.1 Unless otherwise noted, neither PK nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of both parties. PK shall not subcontract any portion of the work to be performed hereunder, except that PK may use the services of persons and entities not in the employ of PK when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. PK's use of others for additional services shall not be unreasonably restricted by CLIENT provided PK notifies CLIENT in advance.
- 15.2 PK may, at their discretion, assign this contract to a subsidiary of PK. PK shall notify CLIENT of their assignment at such time it takes place.

ARTICLE 16 - NOTICES

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

ARTICLE 17 – STANDARD OF CARE

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

ARTICLE 18 – OTHER PROVISIONS

- 18.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between PK and CLIENT. This Agreement replaces and supersedes all prior discussions and agreements between the CLIENT and PK with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both CLIENT and PK.
- 18.2 Any signature of or pursuant to this Agreement, shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile or email shall be subsequently confirmed by a original re-execution.
- 18.3 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.4 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and PK, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 18.5 CLIENT shall not rely in any way on any Document unless it is issued in final form, signed or sealed by PK or one of its Consultants.
- 18.6 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of the provision or of the remainder of this Agreement.
- 18.7 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

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

City of Celina

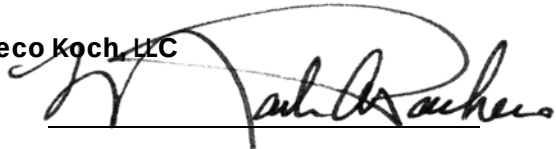
By: _____

Name: _____

Title: _____

Date: _____

Pacheco Koch, LLC

By:  _____

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

Title: President

Date: May 29, 2015



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: June 9, 2015
 Re: Consider and Act Upon an Ordinance Amending the City's Code of Ordinances, Appendix A, Fee Schedule.

Action Requested:

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

Background Information:

Staff is proposing an amendment to the City's tree replacement fee to raise the fee to \$175 per caliper inch measured at breast height (4.5 feet). This fee is paid by developers to offset the impact of trees removed from their property during the course of development. The contribution funds may be used to purchase, plant and maintain trees on public property, to acquire property for parks/open space, to perform and maintain a city-wide tree inventory and/or to educate citizens and developers on the benefits and value of trees.

Staff has researched nearby cities in preparation of this amendment and has determined that the proposed fee increase will not put the City in a competitive disadvantage.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

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

Supporting Documents:

- Fee Schedule Amendment Ordinance

Staff Recommendation:

Staff recommends that the item be approved as presented.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

CITY OF CELINA, TEXAS

ORDINANCE 2015-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A: FEE SCHEDULE, TO ADD PROVISIONS FOR TREE REPLACEMENT CREDITS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City has enacted a schedule of fees in order to mitigate the effects of tree removal; and

WHEREAS, the City has determined it is in the public interest to set a fee for tree replacement credits.

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

Attachment: fee schedule ordinance (1127 : June 15' Fee Schedule Update (tree preservation))

SECTION 3 **AMENDMENTS**

- 3.01 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A6.000: Subdivision, Zoning and Land Usage Fees, shall be amended to add Section A6.020 Tree Replacement Credits:

“Sec. A6.0120 Tree Replacement Credits

Tree Replacement Credits may be purchased as allowed by applicable city ordinances at the price of \$175 per caliper inch”

- 3.02 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 fees 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 _____, 2015.

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: fee schedule ordinance (1127 : June 15' Fee Schedule Update (tree preservation))



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**

From: Ben Rodriguez, Planner

CC: Mike Foreman, City Manager

Date: June 9, 2015

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

Action Requested:

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

Background Information:

The applicant is requesting the establishment of a Planned Development Zoning District which would incorporate approximately 86.64 acres as a combination of single-family, detached housing units, townhomes, and neighborhood retail land uses.

The applicant is proposing two lot types for the single family detached product with lot widths of 50 feet and 60 feet. The proposal also incorporates townhomes, the townhome (single family attached) product will have lot widths of 30 feet and be limited to 100 units.

The proposed Concept Plan allocates approximately 3 acres to commercial/neighborhood retail at the northeast corner of the tract.

The tract is divided by a 100 year floodplain; development southeast of the creek (Tract 3) shall be limited to 30 lots until a second point of access is constructed.

Board Review/Citizen Input:

The Planning and Zoning Commission recommended approval of the zoning request at its regularly scheduled meeting on May 19, 2015.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends that the item be approved on the condition that staff and the applicant review and accept the City Attorney's changes to the development regulations

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

CITY OF CELINA, TEXAS

ORDINANCE 2015-____
WEST CELINA 86 PD#53

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 86.19 ACRE TRACT OF LAND LOCATED IN THE JOHN MORTON SURVEY, ABSTRACT NUMBER 791, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #53; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

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

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

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

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District, #53 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #53.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6

COMPLIANCE REQUIRED

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

SECTION 7

PENALTY

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

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

SECTION 8

CUMULATIVE REPEALER CLAUSE

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

SECTION 9

SAVINGS CLAUSE

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

SECTION 10

SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 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 exact Caption and Effective Date clause 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 _____day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

EXHIBIT A
LEGAL DESCRIPTION

Continuation of Schedule A

GF No. 1403956-MCCB

EXHIBIT "A"

SITUATED IN Denton County, Texas, in the John Morton Survey, Abstract No. 791, the Anthony Thomasson Survey, Abstract No. 1265, being a resurvey of a the 86.19 acres of land described in a Deed from Janelle S. Brashears to George H. Kolb dated January 23, 1973, recorded in Volume 664, Page 374, of the Denton County Deed Records, being described by metes and bounds as follows:

COMMENCING at a 3/8-inch rebar found in place at the southwest corner of the Robert Cowan Survey, Abstract No. 211, also being the northwest corner of a 150.38 acre tract conveyed by H. M. Parvin to L. H. Liefert by Deed dated May 31, 1899 recorded in Volume 69, Page 183, Deed Records, Denton County, Texas, in the center of a north-south rock road with a rock road from the east;

THENCE South 89° 48' East with the south line of said survey and generally with said rock road 3684.13 feet to an one-inch iron pipe set on the north edge of said road in said survey line for a **PLACE OF BEGINNING** being the northeast corner of the said 150.38 acre tract and also being the northwest corner of the herein described property, said iron pipe is 34.6 feet north of a four-inch iron pipe fence post;

THENCE South 89° 48' East with the south line of said Cowan Survey and a portion of said line being along the southern boundary of that certain tract of land conveyed by Margaret Lewis Griffin and husband, Charles H. Griffin, to Jerry Bob Willard and wife, Jane Willard, by Deed recorded in Volume 1035, Page 71, Deed Records, Denton County, Texas, and continuing along said survey line generally with the north edge of said rock road 2137.75 feet to an one-inch iron pipe set in the north ditch of said rock road in said survey line; said iron pipe being in the north line of the said Anthony Thomasson Survey; said iron pipe also being 41.2 feet north of a four-inch iron pipe corner post; sane also being the northeast corner of said 86.19 acre tract, said point also being the northwest corner of that certain tract of land conveyed by William F. Tolleson, Jr. and wife, Myra Jean Tolleson, to Royce Allen and wife, Connie Marie Allen, by Deed recorded in Volume 927, Page 649, Deed Records, Denton County, Texas;

THENCE South 0° 03' 29" East with the east line of said 86.19 acre tract and the west line of the aforesaid Allen tract and generally with a fence 1772.80 feet to a 3/4-inch iron pipe set 2.50 feet south of a new corner post at the southeast corner of said 86.19 acre tract; said iron pipe is at the extension of an old fence to the east and being located on the north line of a tract of land conveyed by C. G. Comegys to J. Merritt by Deed recorded in Volume 194, Page 290, Deed Records, Denton County, Texas;

THENCE South 89° 50' 52" West with the south line of said 86.19 acre tract and the north line of the aforesaid Merritt tract and generally with a fence 2141.87 feet to an 1-1/2 inch iron pipe set beside a new corner post at the southwest corner of said 86.19 acre tract and the southeast corner of said 150.38 acre tract;

THENCE North 0° 04' 30" East with the west line of said 86.19 acre tract and the east line of said 150.38 acre tract and generally with a fence 1785.96 feet to the **PLACE OF BEGINNING**.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

Attachment: PD#53 Ordinance With Exhibits (1096 : Celina 86 PD Zoning Ordinance)



TRACT 4

FIELD NOTE DESCRIPTION

BEING all that certain lot, parcel, or tract of land situated in the A. Thomasson Survey, Abstract Number 1265, and the J. Morton Survey, Abstract Number 791, Denton County, Texas, being a portion of that certain tract of land described by deed to Arthur Robert Teasdale, Jr. and Mary Louise Teasdale, as recorded in Volume 1219, Page 998, of the Deed Records of Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a point for the southeast corner of the herein described tract, same being the southeast corner of said Teasdale tract, also being the southwest corner of a tract of land described by deed to Royce G. Allen and Connie Marie Allen, as recorded in Volume 2097, Page 310, D.R.D.C.T., also being in the north line of a tract of land described by deed to Merritt/Thornton Farm Partnership, L.P., as recorded in Volume 4428, Page 2046 and Vol. 4428, Pg. 2046, D.R.D.C.T.;

THENCE South 89 degrees 49 minutes 34 seconds West, with the south line of said Teasdale tract and the north line of said Merritt/Thornton Farm Partnership, L.P. tract, a distance of 1275.17 feet to a point for corner;

THENCE North 00 degrees 10 minutes 26 seconds West, a distance of 80.01 feet to a point for corner;

THENCE North 24 degrees 22 minutes 33 seconds East, a distance of 84.05 feet to a point for corner;

THENCE North 15 degrees 38 minutes 47 seconds East, a distance of 52.85 feet to a point for corner;

THENCE North 14 degrees 00 minutes 48 seconds East, a distance of 52.85 feet to a point for corner;

THENCE North 12 degrees 22 minutes 48 seconds East, a distance of 52.85 feet to a point for corner;

THENCE North 10 degrees 44 minutes 49 seconds East, a distance of 52.85 feet to a point for corner;



Arthur Surveying Co., Inc.

Professional Land Surveyors

P.O. Box 54 ~ Lewisville, Texas 75067
Office: (972) 221-9439 ~ Fax: (972) 221-4675

THENCE North 09 degrees 06 minutes 49 seconds East, a distance of 52.85 feet to a point for corner;

THENCE North 07 degrees 28 minutes 50 seconds East, a distance of 52.85 feet to a point for corner;

THENCE North 05 degrees 50 minutes 50 seconds East, a distance of 52.85 feet to a point for corner;

THENCE North 04 degrees 12 minutes 51 seconds East, a distance of 52.85 feet to a point for corner;

THENCE North 02 degrees 34 minutes 51 seconds East, a distance of 52.85 feet to a point for corner;

THENCE North 00 degrees 56 minutes 52 seconds East, a distance of 52.85 feet to a point for corner;

THENCE North 00 degrees 35 minutes 22 seconds West, a distance of 197.02 feet to a point for corner;

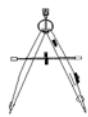
THENCE South 89 degrees 52 minutes 08 seconds East, a distance of 24.89 feet to a point for corner, said point being the beginning of a tangent curve to the left, having a radius of 200.00 feet, and whose chord bears North 71 degrees 53 minutes 29 seconds East, a distance of 125.20 feet;

THENCE along said curve to the left, through a central angle of 36 degrees 28 minutes 46 seconds, for an arc distance of 127.34 feet to a point for corner;

THENCE North 53 degrees 39 minutes 05 seconds East, a distance of 620.72 feet to a point for corner, said point being the beginning of a tangent curve to the left, having a radius of 300.00 feet, and whose chord bears North 50 degrees 02 minutes 16 seconds East, a distance of 37.82 feet;

THENCE along said curve to the left, through a central angle of 07 degrees 13 minutes 40 seconds, for an arc distance of 37.84 feet to a point for corner;

THENCE South 48 degrees 16 minutes 24 seconds East, a distance of 130.74 feet to a point for corner;



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THENCE South 89
20 seconds East, a
feet to a point in the
Teasdale tract for
the west line of said

degrees 59 minutes
distance of 405.40
east line of said
corner, also being in
Allen tract;

THENCE South 00 degrees 25 minutes 36 seconds West, with the east line of said Teasdale tract and partially with the west line of said Allen (V. 2097, P. 310) tract, passing at a distance of 319.16 feet a ½ inch iron rod found for the southwest corner of said Allen (V. 2097, P. 310) tract, same being the northwest corner of a tract of land described by deed to Randy Glenn Allen, as recorded in Volume 5365, Page 7720, D.R.D.C.T., passing at a distance of 605.83 feet a ½ inch iron rod found for the southwest corner of said Randy Glenn Allen tract, continuing on said course for a total distance of 1214.86 feet to the **POINT OF BEGINNING** and containing 31.002 acres of land, more or less.

EXHIBIT B
ZONING EXHIBIT



EXHIBIT C
CONCEPT PLAN



LAND USE & ACREAGE ANALYSIS

LEGEND			
SF	SINGLE FAMILY	(TYP. 50' X 120')	±34.9 AC.
SF	SINGLE FAMILY	(TYP. 60' X 125')	±12.5 AC.
TH	TOWNHOMES	(TYP. 30' X 100')	±11.9 AC.
NR	NEIGH. RETAIL		±3.0 AC.
	OPEN SPACE/DETENTION		±20.3 AC.
	RIGHT OF WAY		±4.04 AC.
TOTAL			±86.64 AC.

*All land uses, lots, buildings, driveways, parking, landscape and open space areas are conceptual and subject to change as detailed in the Planned Development document.

NOTE: DEVELOPMENT SOUTHEAST OF CREEK SHALL BE LIMITED TO 30 LOTS UNTIL SECOND POINT OF ACCESS IS CONSTRUCTED

EXHIBIT C

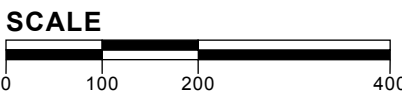
a schematic plan for
WEST CELINA 86
PARTNERS, LTD.
± 86.64 ACRES OF LAND



– Land Planning Consultants –
23501 Cinco Ranch Blvd., Suite A-250
Katy, Texas 77494

7000 North Mopac, Suite 330 Austin, TX 78731
2595 Dallas Parkway, Suite 204 Frisco, TX 75034

Tel: 281-579-0340



MAY 15, 2015
KGA #10531

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EXHIBIT D DEVELOPMENT REGULATIONS

GENERAL

The purpose of the proposed PD is to provide the flexibility for commercial, retail, townhome and single family detached development in accordance with City of Celina Ordinances.

Any significant changes to the land uses as depicted on the on the Concept Plan shall require approval by the City of Celina Planning and Zoning Commission, as well as, the City of Celina City Council. The following are the changes to the Conceptual Site Plan that are allowed within the PD without an amendment to this PD. Street pattern, building location and individual uses are proposed and may be adjusted so long as the general character within each base zoning district in the PD is adhered to and the general location of mixed use/multi-family residential, commercial and retail uses remains as shown in the Concept Plan.

SINGLE-FAMILY – TRACTS 2, 3 & 4

The base zoning for the proposed PD shall be “SF-R” (Single-Family Residential) district as it exists or may be amended. The following regulations shall also apply.

I. PERMITTED USES:

The following uses shall be allowed:

1. 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.
2. Residential Uses: Single-family detached dwellings
3. Community Facility Uses:
 - A. Public and private parks;
 - B. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries;
 - C. Amenity centers
 - D. Landscaped Entry Features
4. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.
5. Manufactured and/or modular homes are prohibited in this PD district.
6. Accessory dwellings are prohibited in this PD district.

II. RESIDENTIAL DESIGN GUIDELINES

The PD District will include a variety of lot types in order to achieve the goals established for the district. The lot types and requirements for each shall be as follows:

A. Lot Type 1 (SF-1):

1. **Purpose:** This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (6,000) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
2. **Height Regulations:** No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof. Accessory structures shall not exceed twenty-five feet (25').
3. **Area Regulations:** The following minimum standards shall be required as measured from property lines:
 - a. Lot Size: Six thousand (6,000) square feet.
 - b. Lot Coverage: The maximum Lot Coverage shall not exceed sixty percent (60%).
 - c. Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (1,700) square feet.
 - d. Front Yard: Twenty feet (20') minimum. Key lots shall have 2 front yards. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.
 - e. Rear Yard: Ten feet (10') minimum.
 - f. Side Yard: Five feet (5') minimum.
 - g. Side Yard Adjacent to Street: Fifteen feet (15') minimum.
 - h. Lot Width: Fifty feet typical (50'); forty feet (40') minimum (@ right-of-way) on cul-de-sac lots.
 - i. Lot Depth: One hundred twenty feet (120') minimum.
 - j. Lot Depth (cul-de-sac lot): Eighty-five feet (85') minimum.
 - k. Roof Pitch: 6:12 Minimum

B. Lot Type 2 (SF-2):

1. **Purpose:** This lot type is designed to allow single family detached dwellings on lots of not less than seven thousand five hundred (7,500) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
2. **Height Regulations:** No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. **Area Regulations:** The following minimum standards shall be required as measured from property lines:
 - a. Lot Size: Seven thousand five hundred (7,500) square feet.
 - b. Lot Coverage: The maximum Lot Coverage shall not exceed fifty-five percent (55%).
 - c. Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be nineteen hundred (1,900) square feet.
 - d. Front Yard: Twenty feet (20') minimum. Key lots shall have 2 front yards. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.
 - e. Rear Yard: Ten feet (10') minimum.
 - f. Side Yard: Five feet (5') minimum.

- g. Side Yard Adjacent to Street: Fifteen feet (15') minimum.
- h. Lot Width: Sixty feet (60') typical; fifty feet (50') minimum (@ right-of-way) on cul-de-sac lots.
- i. Lot Depth: One hundred twenty-five feet (125') minimum.
- j. Lot Depth (cul-de-sac lot): Eighty-five feet (85') minimum.
- k. Roof Pitch: 8:12 Minimum

C. Single Family, Townhome: - Tract 2 Only

1. Area Regulations:
 - a. Lot Size: Minimum three thousand (3,000) square feet and thirty (30) feet in width when measured at the front yard setback line.
 - b. Maximum lot size: No Maximum lot size.
 - c. Height: The primary structure shall not exceed forty five (45) feet in height as measured to the peak.
2. Setbacks (All setbacks are measured from the property line):
 - a. Front yard: Minimum building setback of fifteen (15) feet, integral architectural elements of the main structure may extend up to five (5) feet into the front yard. A garage door must be set back a minimum of twenty-one (21) feet. A corner lot shall have two front yards.
 - b. Side Yard: A minimum building setback of fifteen (15) feet shall be provided on each side of the lot. A garage door must be set back a minimum of twenty (20) feet. The setback shall be twenty (20) feet when adjacent to single-family detached.
 - c. Interior Side Yard: An interior side yard setback of zero (0) feet shall be permitted provided that all dwelling units maintain a minimum wall to wall separation of ten (10) feet. No portion of a building may cross a property line.
 - d. Rear Yard: A minimum building setback of fifteen (15) shall be provided on the rear of the lot. A garage door must be set back a minimum of twenty (20) feet if alley access is provided. The setback shall be twenty (20) feet when adjacent to single-family detached.
3. Maximum impervious surface:
 - a. No more than eighty five (85) percent of the total lot area, including main buildings, accessory buildings, parking lots, drive, fire lanes and loading areas shall be impervious surface.
4. Connectivity:
 - a. A minimum of two (2) vehicular points of connection to adjacent roadways shall be provided. The connection can be through either a direct driveway to the adjacent roadway or through a shared access driveway to the adjacent roadway.
 - b. A minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.

III. Residential Development and Design Standards

- A. Landscape Standards:** All development within this PD District shall comply with the City's current landscape ordinance.
- B. Screening Standards:** All development within this PD District shall comply with the following minimum screening requirements:

1. Lots adjacent to thoroughfares: 6' masonry wall
2. Lots adjacent to minor arterials or collectors: 6' masonry wall
3. Lots adjacent to open space or park land: 6' masonry wall or 4' wrought iron fence
4. 15' landscape buffer for all lots backing or siding to thoroughfares and collectors
5. Commercial adjacent to Residential: 6' masonry wall
6. Single-family residential adjacent to Townhome: 6' wood fence

Note: Screening wall to extend from rear property line to front building line where applicable.

- C. Amenities:** This PD District must include a minimum of four (4) of the following amenity features:

1. Amenity Center
2. Swimming Pool
3. Passive Recreation Field
4. Private, Off-Street Hike/Bike Trail to connect to future public trail
5. Outdoor Meeting Space
6. Pocket Parks

IV. DENSITY

- A. Single family detached units shall not exceed a maximum density of four (4) dwelling units per gross acre (du/ga).
- B. Townhome units shall not exceed one hundred (100) units.

RETAIL AND OFFICE – TRACT 1

All Retail and Commercial Development within the PD (see Concept Plan) shall meet the standards of the Retail and Office (RO) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended. The following regulations shall also be applicable:

I. **PERMITTED USES:** The following uses shall be allowed:

1. Armed Services Recruiting
2. Artist Studio
3. Auto Laundry or Carwash (CUP required if adjacent to Single Family detached development)
4. Auto Supply Store for new & rebuilt parts
5. Bakery or Confectionary (retail)
6. Bank/Credit Unions
7. Child Day Care (business)
8. Church/Place of Worship
9. Convenience Store without gas sales
10. Farmers Market (public)
11. Food or Grocery Store
12. Garden Shop (inside storage)
13. General Retail Store
14. Laundry/Dry Cleaning (drop off/ pick up)
15. Offices (Professional and general business)
16. Parking Lot Structure, Commercial (auto)
17. Personal Services Shop
18. Pet and animal grooming shop (No outdoor kennel)
19. Restaurant (Drive-In service, with or without drive-through service)
20. Retirement Home/Home for the Aged
21. Theatre or Playhouse (indoor)
22. Veterinarian (indoor kennels)

II. **Permitted with Conditional Use Permit:** The following uses shall be allowed with an approved CUP:

1. Funeral Home with or without crematorium
2. Kiosk (providing a service)
3. Tire Dealer with Open Storage
4. Outdoor Display/sales (shall be screened and may not exceed 15% percent of the total gross floor area of the entire structure)
5. Nursery (retail sales outdoor)
6. Auto repair (Major/minor)
7. Auto Laundry or carwash (CUP required if adjacent to Single Family detached development)
8. Club, private (class I & II)
9. Convenience Store with gas sales
10. Extended Stay Hotels (residence hotels)

III. Prohibited Uses:

1. Check Cashing Services
2. Recycling Kiosk
3. Sexually Oriented Business
4. Multi-Family
5. Motel

IV. DESIGN GUIDELINES

A. RETAIL AND COMMERCIAL:

1. Area Regulations:
 - a. Maximum lot size: No Maximum lot size.
 - b. Minimum Lot size: No lot shall be less than 32,670 square feet.
 - c. Front yard: A minimum building setback of twenty-five (25) feet shall be provided on the front of the lot. A corner lot shall have 2 front yards.
 - d. Side Yard: A minimum building setback of eight (8) feet shall be provided on the side of the lot. A minimum building setback of fifty (50) feet shall be provided on the side of the lot when adjacent to a residential lot.
 - e. Rear Yard: A minimum building setback of fifteen (15) feet shall be provided on the rear of the lot. A minimum building setback of fifty (50) feet shall be provided adjacent to single-family detached.
 - f. Maximum impervious surface: No more than eighty five (85) percent of the total lot area, including main buildings, accessory buildings, parking lots, drive, fire lanes and loading areas shall be impervious surface.
 - g. Building size for nonresidential structures: No building footprint shall exceed 190,000 square feet in size.
2. Connectivity:
 - a. A minimum of two (2) vehicular points of connection to adjacent roadways shall be provided. The connection can be through either a direct driveway to the adjacent roadway or through a shared access driveway to the adjacent roadway.
 - b. A minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.
3. Parking/Loading Requirements:
 - a. Parking shall be in accordance with City standards.
4. Temporary/Seasonal Sales:
 - a. Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the spaces are in excess of the minimum required parking based on the City of Celina Parking ratios. Restroom facilities must be provided.

- b. Large shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight feet (8) in height or the height of the container, whichever is greater. The Wall must be composed of materials that match those used on the main structure.

V. LAND USE SUMMARY

The following are maximum allowable percentages of land use by Tract unless otherwise described:

- A. Tract 1 – R/O & SF-R Base
 - a. Single-Family (SF-1) 100%
 - b. Single-Family (SF-2) 100%
 - c. Commercial 100%
 - d. Townhome (TH-1) 0%
- B. Tract 2 – SF-R Base
 - a. Single-Family (SF-1) 100%
 - b. Single-Family (SF-2) 75%
 - c. Commercial 0%
 - d. Townhome (TH-1) 75% *100 units maximum
- C. Tract 3 – SF-R Base
 - a. Single-Family (SF-1) 80%
 - b. Single-Family (SF-2) 20% (Minimum)
 - c. Commercial 0%
 - d. Townhome (TH-1) 0%
- D. Tract 4 – SF-R Base
 - a. Single-Family (SF-1) 0%
 - b. Single-Family (SF-2) 100% (Minimum)
 - c. Commercial 0%
 - d. Townhome (TH-1) 0%

Open Space: The PD will contain no less than 22% of the net acres of open space including 17.8 acres of floodplain and detention area. Any detention or floodplain areas counted as open space shall be landscaped and amenitized with benches and sidewalks on a minimum of 3 sides. Open space shall be owned and maintained by a property ownership association(s).



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**

From: Ben Rodriguez, Planner

CC: Mike Foreman, City Manager

Date: June 9, 2015

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

Action Requested:

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

Background Information:

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

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

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

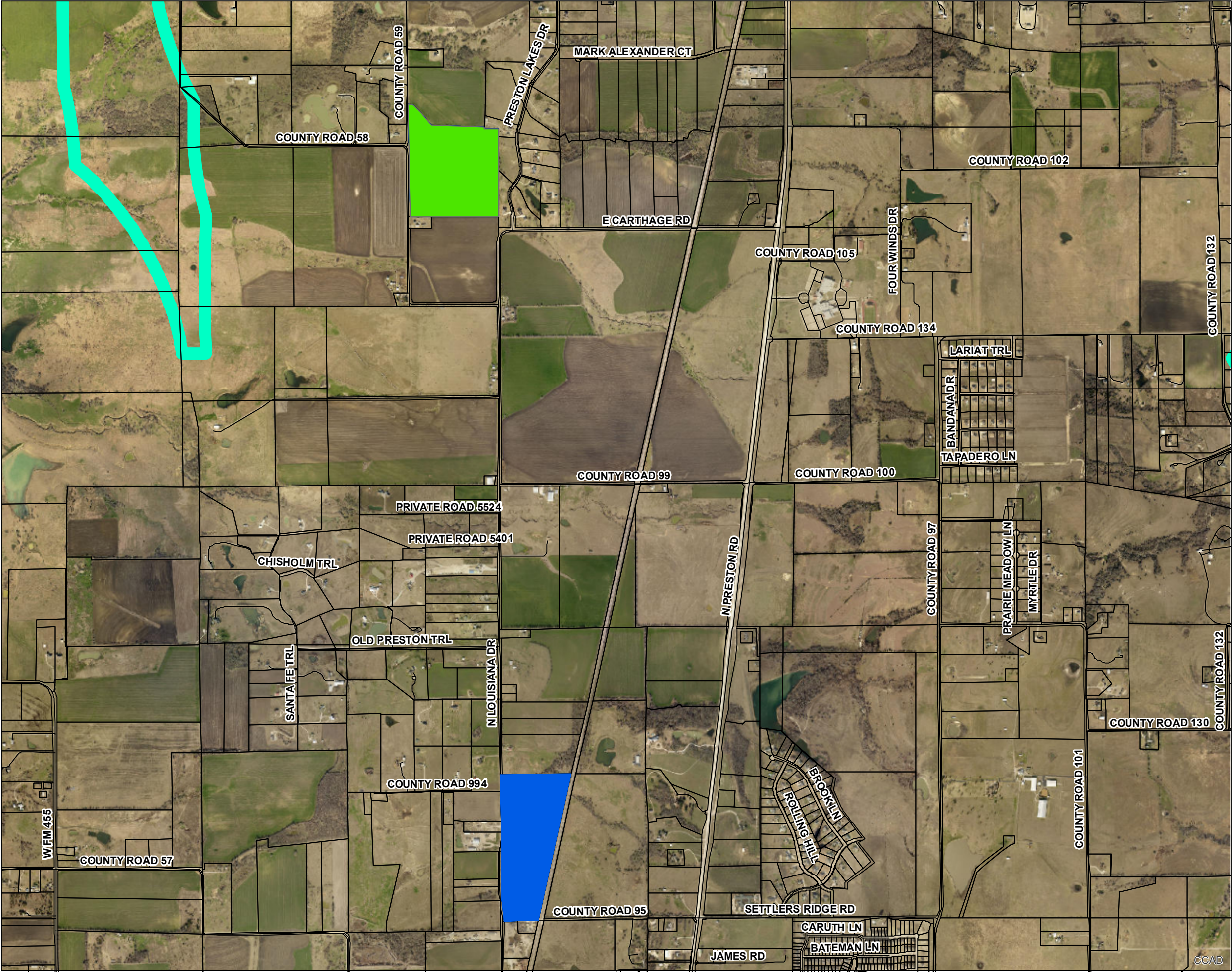
- Aerial exhibit

Staff Recommendation:

N/A

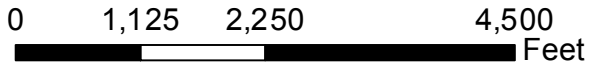
Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

Aerial Exhibit



Legend

- Huddleston Tract 1
- Huddleston Tract 2
- ETJ



Attachment: Aerial Exhibit (1097 : Huddleston Annexation (Tract 1) 258.46 acres)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**

From: Ben Rodriguez, Planner

CC: Mike Foreman, City Manager

Date: June 9, 2015

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

Action Requested:

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

Background Information:

A petition for annexation was received from Shea Kirkman on behalf of Billie and Jane Huddleston on April 22, 2015. The property is contiguous to current city limits.

- ~~· May 12, 2015 Council option to accept voluntary petition to annex~~
- ~~· May 29, 2015 Notice of public hearing published~~
- June 9, 2015 Council to hold public hearings (2)
- July 14, 2015 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

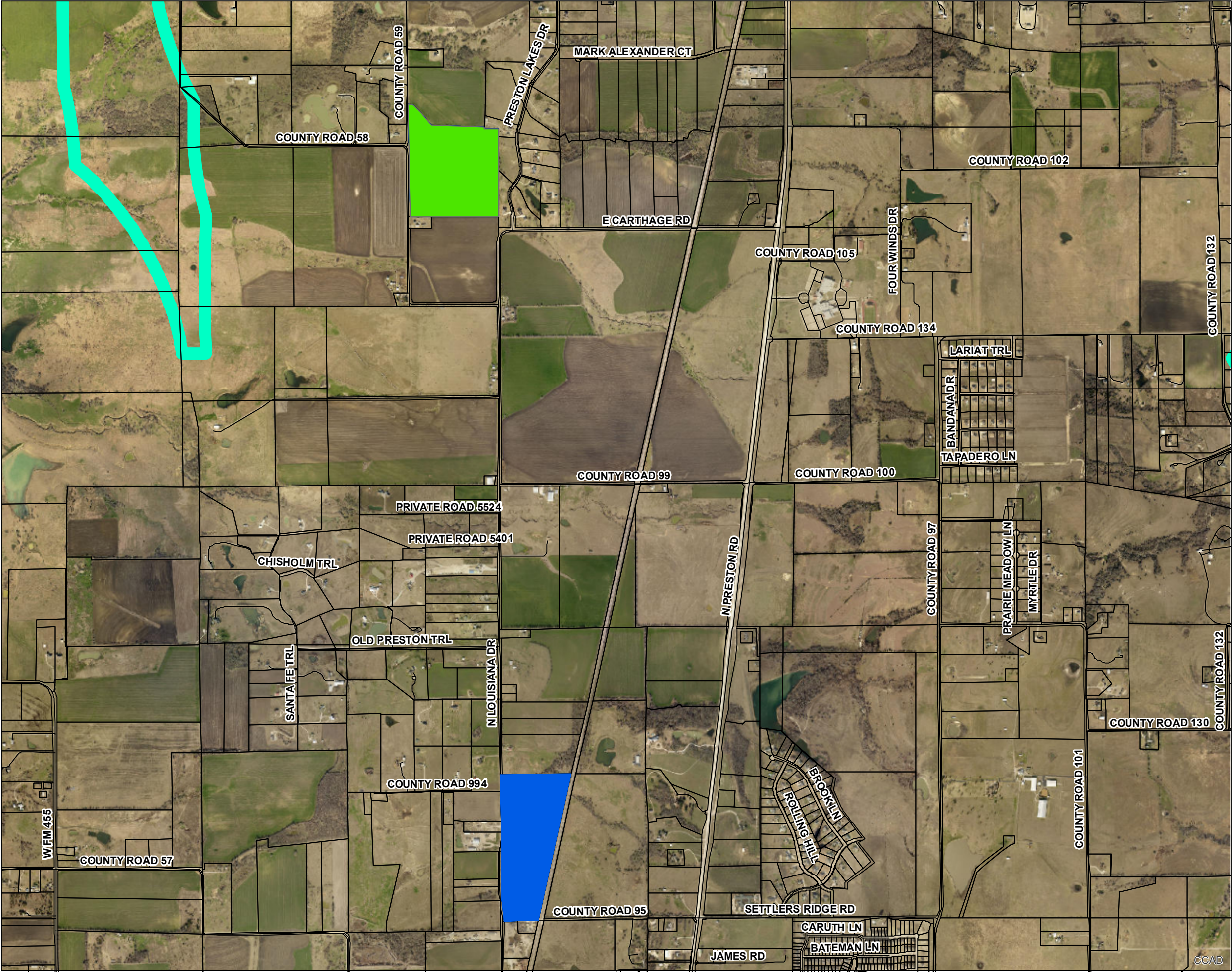
- Aerial exhibit

Staff Recommendation:

N/A

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

Aerial Exhibit

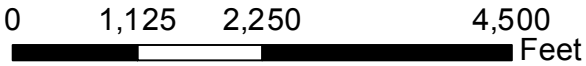


Legend

Huddleston Tract 1

Huddleston Tract 2

ETJ



Attachment: Aerial Exhibit (1098 : Huddleston Annexation (Tract 2) ?60.13 acres)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**

From: Ben Rodriguez, Planner

CC: Mike Foreman, City Manager

Date: June 9, 2015

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

Action Requested:

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

Background Information:

- ~~— May 12, 2015 — City Council acts on Resolution to set the public hearing dates.~~
- ~~— May 29, 2015 — Notice of public hearing published~~
- June 09, 2015 - Two separate public hearings are held on the same night (6:00pm & 6:05pm @ 112 N. Colorado Dr. Celina, Texas.)
- July 14, 2015 - City Council acts on Ordinance annexing the properties listed in Exhibits "A", "B", & "C".

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: June 9, 2015
 Re: Resolution Creating a Public Improvement District for Ownsby Farms

Action Requested:

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

Background Information:

City Council accepted a petition to create a Public Improvement District (PID) for ±113.548 acres of land (Ownsby Farms) on May 12, 2015. The proposed resolution authorizes the creation of the Ownsby Farms Public Improvement District PID and provides for items associated with the PID.

Public Notice:

All property owners potentially affected by the creation of the PID were notified by mail on May 15, 2015. A notice of the public hearing was published in the Celina Record and the Dallas Morning News May 15, 2015.

Supporting Documents:

- Resolution Authorizing the Creation of the Ownsby Farms PID

Legal Review:

N/A

Board/Committee Recommendation:

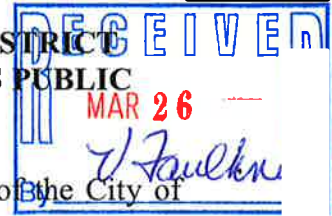
N/A

Staff Recommendation:

N/A

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
WITHIN THE CITY OF CELINA, TEXAS FOR THE OWNSBY FARMS PUBLIC
IMPROVEMENT DISTRICT**



This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by CADG Ownsby Farms, LLC, a Texas limited liability company, owner of a majority of the real property (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the city limits of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is \$20,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Attachment: Petition for PID Ownsby Farms (1100 : Ownsby Farms PID)

Section 4. Proposed Method of Assessment.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City.

The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s).

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by

the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 10 day of March, 2015.

CADG Ownsby Farms, LLC,
a Texas limited liability company

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

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

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

By: [Signature]
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10 day of March, 2015, by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Ownsby Farms, LLC, a Texas limited liability company on behalf of said company.



[Signature]
Notary Public, State of Texas

Attachment: Petition for PID Ownsby Farms (1100 : Ownsby Farms PID)

EXHIBIT A**Metes and Bounds**

BEING A CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PART OF THAT TRACT OF LAND (TRACTS 2 AND 3) DESCRIBED BY DEED TO OWNSBY 1880 FARMS, LTD., RECORDED IN VOLUME 4332, PAGE 1047 OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 60D NAIL FOUND AT THE SOUTHWEST CORNER OF SAID TRACT 3, AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO KEERAN FAMILY PARTNERSHIP, LTD., RECORDED IN VOLUME 4957, PAGE 2455 OF SAID OFFICIAL PUBLIC RECORDS, AND BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO FORESTAR/RPG LAND COMPANY LLC, RECORDED IN INSTRUMENT NUMBER 20070221000239380 SAID OFFICIAL PUBLIC RECORDS;

THENCE N 00°28'06"W, 2685.49 FEET WITH WEST LINE OF SAID TRACT 2 AND 3 AND THE EAST LINE OF SAID FORESTAR/RPG TRACT, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET, FROM WHICH A ½ INCH IRON ROD, FOUND AT AN ELL CORNER, BEARS N00°28'06"W, 1372.52 FEET;

THENCE S 89°59'53"E, 1578.03 FEET, DEPARTING SAID COMMON LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

THENCE S 00°32'58"E, AT 1550.00 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AS WITNESS, IN ALL 1621.17 FEET TO THE CENTERLINE OF A TRIBUTARY OF DOE BRANCH;

THENCE GENERALLY ALONG SAID CENTERLINE THE FOLLOWING BEARINGS AND DISTANCES:

S 47°14'14"E, 632.14 FEET;

S 88°43'41"E, 330.75 FEET;

S 64°15'48"E, 259.39 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 289, ALSO KNOWN AS PRESTON ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE S 00°36'04"E, 125.28 FEET, WITH SAID WEST RIGHT-OF-WAY, TO A TEXAS DEPARTMENT OF TRANSPORTATION WOOD POST, FOUND;

THENCE S 00°24'05"E, 366.47 FEET, CONTINUING WITH SAID WEST RIGHT-OF-WAY LINE TO A METAL FENCE POST FOUND AT THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT 3, AND BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO J.ALTUS, INC., PROFIT SHARING TRUST, ET AL, RECORDED IN VOLUME 5870, PAGE 5025 SAID OFFICIAL PUBLIC RECORDS;

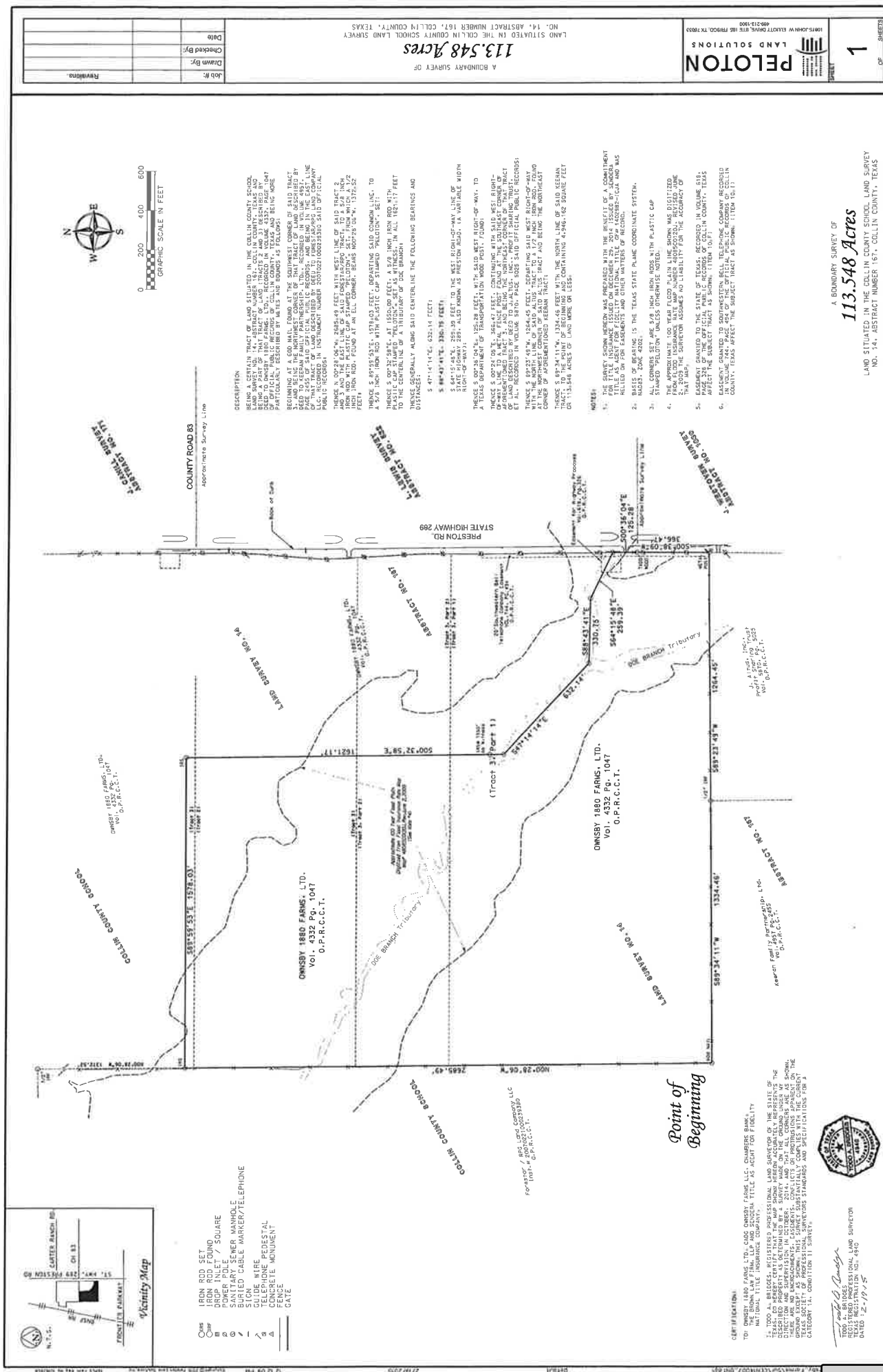
Attachment: Petition for PID Ownsby Farms (1100 : Ownsby Farms PID)

THENCE S 89°23'49"W, 1264.45 FEET, DEPARTING SAID WEST RIGHT-OF-WAY WITH THE NORTH LINE OF SAID ALTUS TRACT TO A 1/2 INCH IRON ROD, FOUND AT THE NORTHWEST CORNER OF SAID ALTUS TRACT AND BEING THE NORTHEAST CORNER OF AFOREMENTIONED KEERAN TRACT;

THENCE S 89°34'11"W, 1334.46 FEET WITH THE NORTH LINE OF SAID KEERAN TRACT, TO THE POINT OF BEGINNING AND CONTAINING 4,946,162 SQUARE FEET OR 113.548 ACRES OF LAND MORE OR LESS.

EXHIBIT B
Property Depiction

Attachment: Petition for PID Ownsby Farms (1100 : Ownsby Farms PID)





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Sean Terry, Mayor
 Date: June 9, 2015
 Re: Resolution Creating a Public Improvement District for Sutton Fields

Action Requested:

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

Background Information:

City Council accepted a petition to create a Public Improvement District (PID) for ±494.883 acres of land (Sutton Fields) on May 12, 2015. The proposed resolution authorizes the creation of the Sutton Fields Public Improvement District PID and provides for items associated with the PID.

Public Notice:

All property owners potentially affected by the creation of the PID were notified by mail on May 15, 2015. A notice of the public hearing was published in the Celina Record and the Dallas Morning News on May 15, 2015.

Supporting Documents:

- Resolution Authorizing the Creation of the Sutton Fields PID

Legal Review:

The proposed resolution was written and reviewed by the City's land use attorney.

Board/Committee Recommendation:

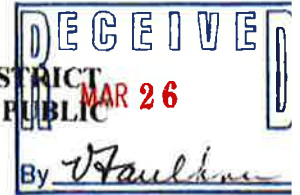
N/A

Staff Recommendation:

N/A

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
WITHIN THE CITY OF CELINA, TEXAS FOR THE SUTTON FIELDS PUBLIC
IMPROVEMENT DISTRICT**



This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by CADG Sutton Fields, L.L.C., a Texas limited liability company; owner of a majority of the real property (the "Petitioner"). Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the city limits of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will include (collectively, the "Authorized Improvements"): landscaping, entryway features, water, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space; similar off-site projects that provide a benefit to the property within the District; special supplemental services for the improvement and promotion of the district; payment of costs associated with operating and maintaining the public improvements listed above; and payment of expenses incurred in the establishment, administration, and operation of the district. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is \$80,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments and/or amounts received by the City pursuant to a tax increment reinvestment zone applicable to the Property. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for

those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City.

The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District, and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioners may also pay certain costs of the improvements from other funds available to the Petitioners.

Section 6. Management of the District.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s).

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioners may show themselves to be entitled.

RESPECTFULLY SUBMITTED, on this the _____ day of _____, 2015.

OWNER:

CADG Sutton Fields, LLC,
a Texas limited liability company

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

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

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

By: Mehrdad Moayed
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24 day of March, 2015 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Sutton Fields, LLC, a Texas limited liability company on behalf of said company.



Laura L. Wayland
Notary Public, State of Texas

Attachment: Petition for PID Sutton Fields (1101 : Sutton Fields PID)

EXHIBIT A
Metes and Bounds

Page 1 of 4

SUTTON FIELDS P.I.D. NO. 1

LEGAL DESCRIPTION

494.883 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, 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 Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being 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°55'34" 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), and the northwest corner of said Tarsan Corporation tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, and the north line of the Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in

Attachment: Petition for PID Sutton Fields (1101 : Sutton Fields PID)

Document No. 2005-33384, RPRDCT, a distance of 3428.14 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 southeast corner of that certain tract of land described in deed to Fashand Farm, Ltd. 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°23'09" 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 well 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 southwest 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. Cospier and Jackie Cospier 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 Cospier 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 Cospier 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°28'33" 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;

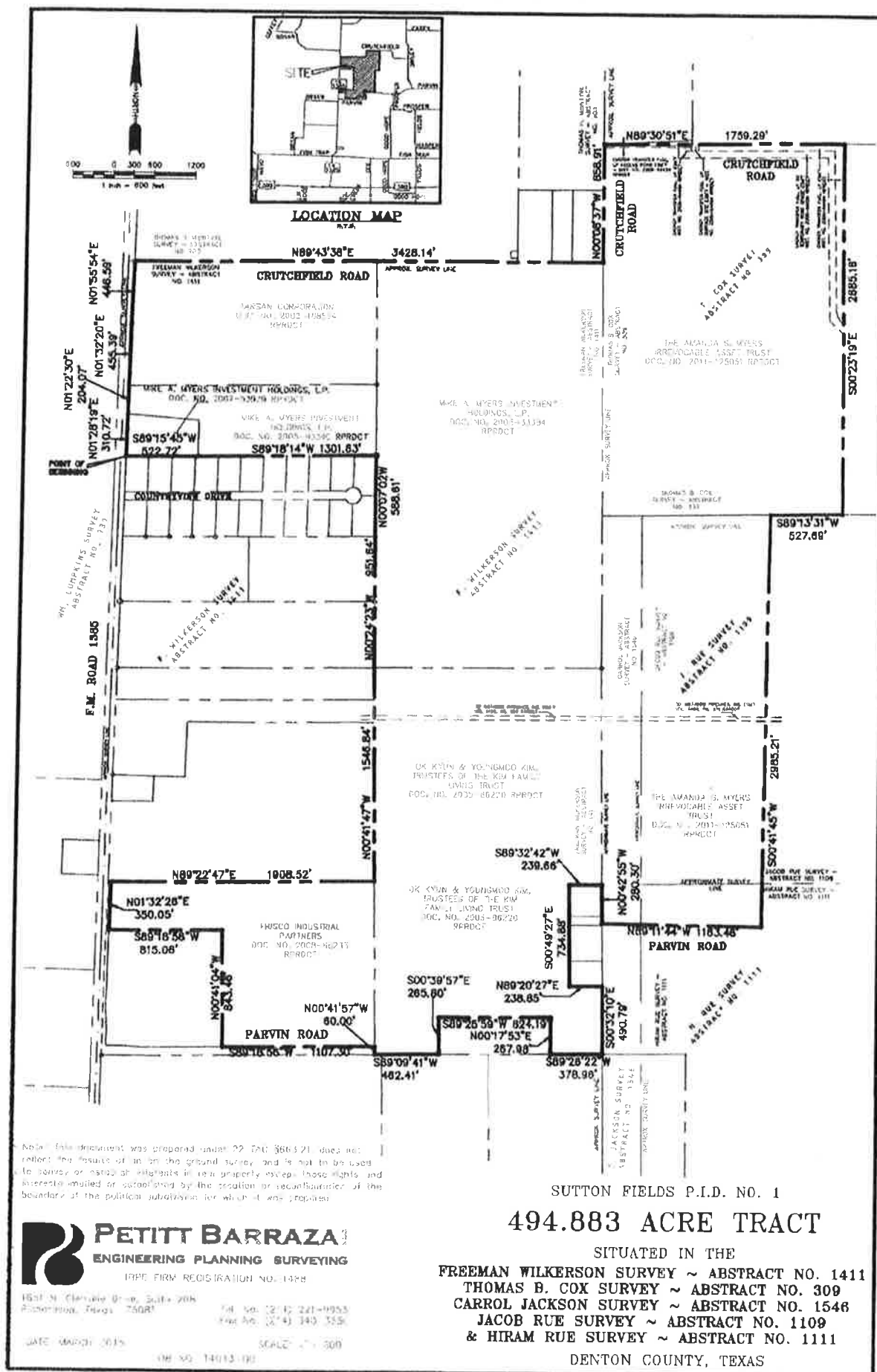
THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked PETITT-RPLS 4087 set for 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 494.883 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.

EXHIBIT B - Property Depiction





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Helen-Eve Liebman, Director of Planning and Development Services
CC: Mike Foreman, City Manager
Date: June 9, 2015
Re: Resolution Creating a Tax Increment Reinvestment Zone - Ownsby Farms

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located west of SH 289 (Preston Road), north of CR 5 (Frontier Parkway), south and east of CR 53 and consisting of approximately 113.548 acres of land; authorizing the issuance of notice by the city secretary of Celina, Texas, regarding the public hearing; and directing the city to prepare a preliminary reinvestment zone financing plan. (Ownsby Farms) Liebman

Background Information:

The proposed resolution provides for the creation of the Tax Increment Reinvestment Zone TIRZ, public hearing notification, and directs the City to prepare a preliminary reinvestment zone financing plan. A public hearing to consider the ordinance creating the TIRZ will be held on July 14, 2015.

Public Notice:

N/A

Supporting Documents:

- Resolution creating the TIRZ

Legal Review:

The proposed resolution has been reviewed by the City's land use counsel and bond counsel.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

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 A TAX INCREMENT REINVESTMENT ZONE WITHIN THE 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 and its extraterritorial jurisdiction;

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 not 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 14, 2015 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 14, 2015, at 5:00 p.m. (or later) at First United Methodist Church, 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 July 3, 2015.

Section 5. Before the July 14, 2015 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 9TH DAY OF JUNE, 2014.

ATTEST:

Sean Terry, Mayor

Vicki Faulkner, City Secretary

Attachment: TIRZ Resolution for Ownsby Farms (1108 : Ownsby Farms TIRZ Petition)

EXHIBIT A

Metes and Bounds for the Zone

(113.548 Acres)

BEING A CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PART OF THAT TRACT OF LAND (TRACTS 2 AND 3) DESCRIBED BY DEED TO OWNSBY 1880 FARMS, LTD., RECORDED IN VOLUME 4332, PAGE 1047 OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 60D NAIL FOUND AT THE SOUTHWEST CORNER OF SAID TRACT 3, AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO KEERAN FAMILY PARTNERSHIP, LTD., RECORDED IN VOLUME 4957, PAGE 2455 OF SAID OFFICIAL PUBLIC RECORDS, AND BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO FORESTAR/RPG LAND COMPANY LLC, RECORDED IN INSTRUMENT NUMBER 20070221000239380 SAID OFFICIAL PUBLIC RECORDS;

THENCE N 00°28'06"W, 2685.49 FEET WITH WEST LINE OF SAID TRACT 2 AND 3 AND THE EAST LINE OF SAID FORESTAR/RPG TRACT, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET, FROM WHICH A ½ INCH IRON ROD, FOUND AT AN ELL CORNER, BEARS N00°28'06"W, 1372.52 FEET;

THENCE S 89°59'53"E, 1578.03 FEET, DEPARTING SAID COMMON LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

THENCE S 00°32'58"E, AT 1550.00 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AS WITNESS, IN ALL 1621.17 FEET TO THE CENTERLINE OF A TRIBUTARY OF DOE BRANCH;

THENCE GENERALLY ALONG SAID CENTERLINE THE FOLLOWING BEARINGS AND DISTANCES:

S 47°14'14"E, 632.14 FEET;

S 88°43'41"E, 330.75 FEET;

S 64°15'48"E, 259.39 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 289, ALSO KNOWN AS PRESTON ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

Attachment: TIRZ Resolution for Ownsby Farms (1108 : Ownsby Farms TIRZ Petition)

THENCE S 00°36'04"E, 125.28 FEET, WITH SAID WEST RIGHT-OF-WAY, TO A TEXAS DEPARTMENT OF TRANSPORTATION WOOD POST, FOUND;

THENCE S 00°24'05"E, 366.47 FEET, CONTINUING WITH SAID WEST RIGHT-OF-WAY LINE TO A METAL FENCE POST FOUND AT THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT 3, AND BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO J.ALTUS, INC., PROFIT SHARING TRUST, ET AL, RECORDED IN VOLUME 5870, PAGE 5025 SAID OFFICIAL PUBLIC RECORDS;

THENCE S 89°23'49"W, 1264.45 FEET, DEPARTING SAID WEST RIGHT-OF-WAY WITH THE NORTH LINE OF SAID ALTUS TRACT TO A 1/2 INCH IRON ROD, FOUND AT THE NORTHWEST CORNER OF SAID ALTUS TRACT AND BEING THE NORTHEAST CORNER OF AFOREMENTIONED KEERAN TRACT;

THENCE S 89°34'11"W, 1334.46 FEET WITH THE NORTH LINE OF SAID KEERAN TRACT, TO THE POINT OF BEGINNING AND CONTAINING 4,946,162 SQUARE FEET OR 113.548 ACRES OF LAND MORE OR LESS.

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 14, 2015 AT 5:00 P.M. AT THE FIRST UNITED METHODIST CHURCH, 112 N. COLORADO STREET, 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 113.548 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS IN COLLIN COUNTY, AND LOCATED NORTH OF THE FRONTIER PARKWAY, EAST OF BNSF RAILROAD, WEST OF PRESTON ROAD AND SOUTH OF FUTURE COUNTY ROAD 83 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.

Attachment: TIRZ Resolution for Ownsby Farms (1108 : Ownsby Farms TIRZ Petition)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: June 9, 2015
 Re: Resolution Creating a Tax Increment Reinvestment Zone - Sutton Fields

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located at the northeast corner of Parvin Road and FM1385 and consisting of approximately 494.883 acres of land; authorizing the issuance of notice by the city secretary of Celina, Texas, regarding the public hearing; and directing the city to prepare a preliminary reinvestment zone financing plan. (Sutton Fields) Liebman

Background Information:

The proposed resolution provides for the creation of the Tax Increment Reinvestment Zone TIRZ, public hearing notification, and directs the City to prepare a preliminary reinvestment zone financing plan. A public hearing to consider the ordinance creating the TIRZ will be held on July 14, 2015.

Public Notice:

N/A

Supporting Documents:

- Resolution creating the TIRZ

Legal Review:

The proposed resolution has been reviewed by the City's land use counsel and bond counsel.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

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 A TAX INCREMENT REINVESTMENT ZONE WITHIN THE 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 and its extraterritorial jurisdiction;

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 not 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 14, 2015 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 14, 2015, at 5:00 p.m. (or later) at First United Methodist Church, 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 July 3, 2015.

Section 5. Before the July 14, 2015 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 9TH DAY OF JUNE, 2014.

ATTEST:

Sean Terry, Mayor

Vicki Faulkner, City Secretary

EXHIBIT A

Metes and Bounds for the Zone
494.883 ACRES

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, 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 Tarsan Corporation recorded in Document No. 2002-108524, of the Real Property Records of Denton County, Texas (RPRDCT), being 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), and the northwest corner of said Tarsan Corporation tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, and the north line of the Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, a distance of 3428.14 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 southeast corner of that certain tract of land described in deed to Fashand Farm, Ltd. 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 southwest 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 "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 494.883 acres of land.

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 14, 2015 AT 5:00 P.M. AT THE FIRST UNITED METHODIST CHURCH, 112 N. COLORADO STREET, 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 494.883 ACRES GENERALLY LOCATED IN THE CITY LIMITS OF THE CITY OF CELINA, TEXAS IN DENTON COUNTY, AND LOCATED NORTH OF THE PARVIN ROAD, EAST OF FM 1385, SOUTH OF CRUTCHFIELD ROAD, AND WEST OF CRUTCHFIELD ROAD AS ITS TURNS SOUTH AND PARVIN ROAD AS IT TURNS NORTH 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.

Attachment: TIRZ Resolution for Sutton Fields (1109 : Sutton Fields TIRZ Petition)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: June 9, 2015
 Re: Resolution to Accept a Petition for a Public Improvement District for Wells South

Action Requested:

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

Background Information:

The applicant has submitted a petition to create a PID Public Improvement District for ±403.1 acres of land (Wells South). The proposed resolution authorizes the creation of the Wells South Public Improvement District PID and provides for items associated with the PID, including a signed and executed Petition to Dissolve the Public Improvement District. This Dissolution Petition is submitted by the current owner concurrently with the PID Creation Petition as required by Section 7.01(a) of the Development Agreement and pursuant to the provisions of Chapter 372 of the Texas Local Government Code to be held in trust by the City and used by the City to dissolve the PID if Hillwood Enterprises, L.P. does not purchase the Property as required by the terms of the Development Agreement.

Public Notice:

N/A

Supporting Documents:

- PID Petition
- Resolution Authorizing the Creation of the Wells South PID

Legal Review:

The proposed resolution has been reviewed by the City's land use attorney.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE ETJ OF THE CITY OF CELINA, TEXAS,
FOR THE WELLS SOUTH DEVELOPMENT

This petition (the "Petition") is submitted and filed with the City Secretary of the City of Celina, Texas (the "City"), by The George White Family Limited Partnership, a Texas limited partnership (the "Owner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district (the "District") to include property owned by the Owner and located within the extraterritorial jurisdiction of the City (the "Property"), more particularly described in Exhibit A and depicted in Exhibit B. In support of this Petition, the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to, water and wastewater system improvements, roadway improvements, right-of-way acquisition, and other improvement projects (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is \$_____.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each residential lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

Section 6. Management of the District. The Owner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person signing this Petition requests the establishment of the District.

Section 8. Advisory Board. The Owner proposes that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 21st day of May, 2015.

THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP,
A Texas limited partnership

By: WWW Group, LLC
A Texas limited liability company,
its General Partner

By:

Name:

Title:

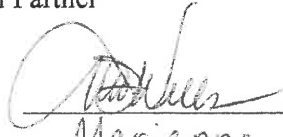

Marianne Wells
manager

Exhibit A**Metes and Bounds Description of the Property**

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrienne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

Attachment: PID Creation Petition (1110 : Wells South PID Petition)

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PK nail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83, in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Attachment: PID Creation Petition (1110 : Wells South PID Petition)

Exhibit B

Depiction of the Property



**CITY OF CELINA, TEXAS
RESOLUTION NO. __**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS, ACCEPTING A PETITION TO CREATE A PUBLIC
IMPROVEMENT DISTRICT IN THE ETJ AND CALLING FOR A
PUBLIC HEARING.**

WHEREAS, Chapter 372 of the Texas Local Government Code (the “Act”) authorizes the creation of public improvement districts; and

WHEREAS, on _____, 2015, the owners of real property delivered to the City of Celina, Texas a petition (the “Petition”, which is attached as Exhibit “A”) indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition requesting that the City Council create the Wells South Development Public Improvement District (the “District”), as shown in Exhibit “A” (the “map of the District”); and

WHEREAS, the Act states that the Petition is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution creating the District, the City Council must hold a public hearing on the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs.

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

Section 1. City Staff reviewed the Petition and determined that same complied with the requirement of the Act and the City Council accepts the Petition.

Section 2. The City Council calls a public hearing to be scheduled at 6:00 p.m. on July 14, 2015 to be held at First United Methodist Church, 112 N. Colorado Street, Celina, Texas on the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the cost.

Section 3. The City Council hereby authorizes and directs the City Secretary, on or before June 26, 2015, in accordance with the Act, to: (a) publish notice in a newspaper of general circulation of the public hearing; and (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the city tax rolls.

PASSED AND APPROVED THIS THE 9th DAY OF June, 2015.

CITY OF CELINA, TEXAS

SEAN TERRY, MAYOR

ATTEST:

VICKI FAULKNER, CITY SECRETARY

EXHIBIT A
Petition for the Creation of a Public Improvement District including Map

Attachment: Resolution Authorizing the Creation of the Wells South PID (1110 : Wells South PID Petition)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: June 9, 2015
Re: Resolution Creating a TIRZ for Wells South

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located at the northeast corner of CR83 and FM1461 and consisting of approximately 403.1 acres of land; authorizing the issuance of notice by the City Secretary of Celina, Texas, regarding the public hearing; and directing the City to prepare a preliminary reinvestment zone financing plan. (Wells South) Liebman

Background Information:

The proposed resolution provides for the creation of the Tax Increment Reinvestment Zone TIRZ, public hearing notification, and directs the City to prepare a preliminary reinvestment zone financing plan. A public hearing to consider the ordinance creating the TIRZ will be held on July 14, 2015.

Public Notice:

N/A

Supporting Documents:

- Resolution creating the TIRZ.

Legal Review:

The proposed resolution has been reviewed by the City's land use counsel and bond counsel.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends that the item be accepted as presented.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

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 A TAX INCREMENT REINVESTMENT ZONE WITHIN THE 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 and its extraterritorial jurisdiction;

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 not 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 14, 2015 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 14, 2015, at 5:00 p.m. (or later) at First United Methodist Church, 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 July 3, 2015.

Section 5. Before the July 14, 2015 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 9TH DAY OF JUNE, 2014.

ATTEST:

Sean Terry, Mayor

Vicki Faulkner, City Secretary

Attachment: TIRZ Resolution calling public hearing Wells South (1132 : Wells South TIRZ Resolution)

EXHIBIT A**Metes and Bounds for the Zone**

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrienne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

Attachment: TIRZ Resolution calling public hearing Wells South (1132 : Wells South TIRZ Resolution)

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PK nail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83, in all a total distance of 197.43

feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

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 14, 2015 AT 5:00 P.M. AT THE FIRST UNITED METHODIST CHURCH, 112 N. COLORADO STREET, 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 400.00 ACRES GENERALLY LOCATED IN THE ETJ OF THE CITY OF CELINA, TEXAS IN COLLIN COUNTY, AND LOCATED NORTH OF FRONTIER PARKWAY AND EAST OF COIT ROAD AT ITS INTERSECTION WITH FRONTIER PARKWAY 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.

Attachment: TIRZ Resolution calling public hearing Wells South (1132 : Wells South TIRZ Resolution)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**

From: Ben Rodriguez, Planner

CC: Mike Foreman, City Manager

Date: June 9, 2015

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

Action Requested:

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

Background Information:

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

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Upon annexation the City must pay \$112,856 to the Marilee Special Utility District per our most recent agreement dated March 14, 2011.

Legal Review:

The City's Land Use Council has assisted staff throughout the involuntary annexation proceedings.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends that the item be approved as presented

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
(LITTELL TRACT ANNEXATION)

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING A 90.2848 ACRE TRACT OF LAND SITUATED IN L M BOYD SURVEY. ABSTRACT NO. 0048, TRACT 2-9, COLLIN COUNTY, TEXAS, BEING PART OF A 46.885 ACRE TRACT OF LAND DESCRIBED IN A DEED TO PHILLIP LITTELL AS RECORDED IN DOCUMENT NUMBER 19880705000353740 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, AND PART OF A 46.903 ACRE TRACT OF LAND DESCRIBED IN A DEED TO PHILLIP LITTELL AS RECORDED IN DOCUMENT NUMBER 19880705000353720 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY LEGAL DESCRIPTION IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED WEST OF SH 289, NORTH AND EAST OF OKLAHOMA DR. (BUSINESS 289), AND SOUTH OF ASH ST.; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 12th day of May, 2015 and the second hearing being held on the 12th day of May, 2015 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 1st day of May, 2015, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "C" and incorporated herein for all purposes.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibit "A", which is incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "C", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibit "A", attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

EXHIBIT A
Legal Description

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

Exhibit "B"

Exhibit "B" graphical depiction of the property



Exhibit “C”**Service Plan****A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;

- v) Technical rescue response; and
- vi) Constriction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
 - a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in

time.

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled

within the yearly budgetary allotments by the City Council.

- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina

shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

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

N) AMENDMENTS

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



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: June 9, 2015
Re: Subdivision Ordinance Variance Request for Cul-de-Sac Length - Wellspring

Action Requested:

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

Background Information:

The applicant has submitted a request for a variance to Section 10.03.122, "Streets" of the Subdivision Ordinance to allow a cul-de-sac within the Wellspring development to exceed the maximum allowed length of 600 feet. The proposed cul-de-sac is approximately 670 feet in length. The Fire Chief has reviewed this issue and determined that there is no safety issue in granting this variance and will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

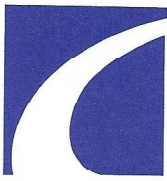
Supporting Documents:

- Letter requesting variance request
- Exhibit Illustrating the Proposed Cul-de-Sac Location.

Staff Recommendation:

Staff recommends approval.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.



CORWIN ENGINEERING, INC.

200 W. Belmont Dr. • Suite E • Allen, TX 75013
(972) 396-1200 • FAX (972) 396-4987

May 19, 2015

City of Celina
Planning Department
142 N. Ohio Street
Celina, Texas 75009

RE: WELLSPRING ESTATES – General Development Plan
Variance Request

Attention: Benjamin Rodriguez

Dear Ben,

We have received comments from the City on our Wellspring Estates General Development Plan submittal. Comment No.6 concerns the cul-de-sac located at the northeast section of the proposed Phase I. This cul-de-sac measures approximately 670 feet long. According to Article 10.03.122 (m) (1) of the City Code of Ordinances the maximum cul-de-sac length allowed is 600 feet. Please accept this letter as our request for a variance from this requirement allowing for an over length cul-de-sac at this location.

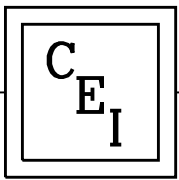
If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,

CORWIN ENGINEERING, INC.

Warren L. Corwin, P.E., R.P.L.S.

Attachment: Variance Request- Overlength Cul De Sac. (1099 : Variance Request for Cul-de-Sac Length - Wellspring)



CORWIN ENGINEERING, INC.

200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200

VARIANCE REQUEST EXHIBIT

WELLSPRING ESTATES
COLLIN COUNTY, TEXAS



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: June 9, 2015
 Re: Development Agreement for Roadway Proportionality Fees - Wellspring

Action Requested:

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

Background Information:

The applicant has submitted a request for a Development Agreement for Roadway Proportionality Fees for ±112.286 acres of land (Wellspring).

Public Notice:

N/A

Supporting Documents:

- Development Agreement for Roadway Proportionality Fees for Wellspring

Legal Review:

The City's land use attorney has prepared and reviewed the proposed agreement.

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

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

After Recording Return To:
 Vicki Faulkner
 City Secretary
 142 N. Ohio St
 Celina, TX 75009

ROADWAY FEE AGREEMENT FOR WELLSRING ESTATES

THIS ROADWAY FEE AGREEMENT FOR WELLSRING ESTATES (the "**Agreement**") is made and entered into to be effective as of the 9th day of June, 2015 (the "**Effective Date**") by and between FRASER CAPITAL, LLC, a Texas limited liability corporation ("**Owner**"), and the CITY OF CELINA, a municipal corporation situated in Collin County, Texas (the "**City**"; the Owner and City are sometimes referred to as the "**Party(ies)**").

RECITALS:

WHEREAS, Owner has contracted to purchase approximately 112 acres (the "**Property**") as more particularly described on **Exhibit A** attached hereto and incorporated by reference;

WHEREAS, the Property was previously in the City's extraterritorial jurisdiction ("**ETJ**") and was annexed into and zoned by the City on March 17, 2015;

WHEREAS, both the City and Owner desire the Property to be developed into a residential planned community to be called Wellspring Estates (the "**Project**") as allowed by the zoning on the Property;

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement pursuant to Section 212.904 of the Local Government Code, and Owner's powers as a Texas limited liability corporation and the City's powers as a home-rule municipality and; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding obligations, restrictions and commitments as requested by the Owner to be imposed upon the Property, and the City and the Owner are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner agree as follows:

ARTICLE I AUTHORITY AND BASIS

Section 1.01 Recitals. The Recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

Section 1.02 Authority. (a) The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City (the "**City Council**") in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individuals executing this Agreement on behalf of the City have been authorized to do so. The City acknowledges and agrees that this Agreement shall be binding upon the City and enforceable against the City in accordance with its terms and conditions.

(b) Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been authorized to do so. The Owner acknowledges and agrees that this Agreement shall be binding upon the Owner and enforceable against the Owner in accordance with its terms and conditions. Owner waives any claim or defense that this Agreement is unenforceable on the grounds that any obligations of Owner impair or violate any other agreement that Owner has executed.

ARTICLE II PURPOSE, TERM, CONSIDERATION, AND JURISDICTIONAL STATUS

Section 2.01 Purpose. The purpose of this Agreement is to set forth the agreement of the Owner and City relating to the assessment and payment of proportionate roadway fees (collectively, "**Roadway Fees**") in the amounts and at the times set forth in **Section 3.01** below.

Section 2.02 Consideration. The covenants of, benefits to, and performances by the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

Section 2.03 Term. The term (as extended, the "**Term**") of this Agreement (i) shall initially be fifteen (15) years from and after the Effective Date, (ii) shall be automatically extended for an additional ten (10) year period unless the Parties mutually agree in writing not to extend the Agreement, and (iii) shall be extended thereafter for successive ten (10) year period(s) provided at least fifty (50) acres located in the Property have been developed; provided, however, the total duration of this Agreement, including the initial fifteen (15) year term and any successive extensions, may not exceed forty five (45) years.

ARTICLE III DETERMINATION OF ROADWAY FEES

Section 3.01. Determination of Roadway Fees. (a) The City adopted Ordinance No. 2007-55 on November 12, 2007 (the "**Proportionality Ordinance**"), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference. The City and Owner hereby acknowledge, agree and

stipulate that Owner and the Property shall not be obligated to obtain or submit any proportionality studies or any other reports prepared by a licensed engineer, or findings of such reports, as described and/or required in the Proportionality Ordinance. The City and Owner hereby acknowledge, agree and stipulate that Owner, Owner Assignees, future owners and the Property shall otherwise comply with the Proportionality Ordinance for roadway facilities, and the amount that will be owed by Owner is pursuant to the Proportionality Ordinance is \$1,122,100.00 as calculated in detail and set forth in **Exhibit C**, which is incorporated herein by reference. Based on the anticipated 296 lots on the Property, the per lot amount under the Proportionality Ordinance is \$3,790.00, which may be adjusted if the number of lots changes (**“Per Lot Amount”**). City agrees to collect the Per Lot Amount upon application for a building permit for each lot from the building permit applicant. The City and Owner hereby acknowledge, agree and stipulate that (i) the amount that will be owed by Owner pursuant to the Proportionality Ordinance as calculated in detail and set forth in **Exhibit C** is proportionate to the burden Owner’s development of the Property will place on the roadway network if 296 single family residential lots are developed, and (ii) that the City has complied with Texas Local Government Code Section 212.904.

Section 3.02 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, procedure, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control.

Section 3.03 Exclusive Fees. The Parties acknowledge that this Agreement is limited to the matters specifically required herein. City ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, water and sewer impact fees, park fees, tap fees, pro-rata fees and the like, except roadway pro-rata and roadway impact fees, are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to City under any other ordinance, whether now existing or in the future arising.

ARTICLE IV **DEFAULTS AND REMEDIES**

Section 4.01 Events of Default and Remedies. (a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than ten (10) days for a monetary default and thirty (30) days for a non-monetary default, after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within ten (10) days after it is due.

(b) If a Party is in default hereunder, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

(c) Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) entitle the non-defaulting Party to terminate this Agreement; or

(ii) entitle the non-defaulting Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of the Property by Owner based on the grounds that Owner is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract); or

(iii) adversely affect or impair the current or future obligations of the City under applicable law to provide water or wastewater/sanitary sewer service (whether wholesale or retail) or any other service to any developed portion of the Property or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default; or

(iv) limit the Term hereof.

ARTICLE V

GOVERNMENTAL POWER; WAIVERS; ASSIGNMENT AND ENCUMBRANCE; AND BINDING OBLIGATIONS

Section 5.01 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) To the extent permitted by applicable law, the City waives its sovereign and governmental immunity from suit and immunity from liability as to any action brought by a Party to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies and to give full effect to the intent of the Parties under this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City, to the extent permitted by applicable law, waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

Section 5.02 Assignment and Encumbrance. (a) Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any whole or partial obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "**Owner Assignee**") including any Owner Assignee that is or will become an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. Notice of each assignment to an Owner Assignee (the "**Owner Assignee's Notice**") shall be provided to the City, which Owner Assignee's Notice shall include a copy of the assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee. Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner

Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and the term "Owner" as used in this Agreement shall thereafter include each Owner Assignee. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

(b) Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under, this Agreement for the benefit of their respective lenders without the consent of the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement, and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(c) The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under, this Agreement without Owner's prior written consent.

Section 5.03 Binding Obligations. This Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County upon execution hereof. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties, all future owners, and their successors and assigns permitted by this Agreement and upon the Property; provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any "End-Buyer" (herein so called) except for land use and development regulations that apply to the Property or specific lots; provided, further, that this provision shall not negate the End-Buyer's obligation for the payment of ad valorem taxes and assessments (including assessments that result from the application of this Agreement) applicable to such End-Buyer's property. For purposes of this Agreement, the Parties agree (a) that the term "End-Buyer" means any owner, developer, tenant, user, or occupant of a structure on the particular property, (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final approved final plat has been approved by the City and recorded in the deed records, and (c) that the term "land use and development regulations that

apply to specific lots" mean the Proportionality Ordinance and other governing regulations of the City (including any authorized revisions thereto).

ARTICLE VI
MISCELLANEOUS

Section 6.01 Recitals. The Recitals contained in this Agreement (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this Agreement, (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement, and (d) constitute a legislative finding by the City Council and City. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the Recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the Recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the Recitals, would not have entered into this Agreement.

Section 6.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "**Notice**") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3rd) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this **Section 6.02** shall be addressed as follows:

To the City: City of Celina
142 North Ohio Street
Celina, Texas 75009
Attention: Mayor
Telephone: (972) 283-2682
Facsimile: (972) 382-3736
Email:

With a copy to:

Julie Fort
Messer Rockefeller Fort
6351 Preston Road, Suite 350
Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414
Email: Julie@txmunicipallaw.com

To the Owner: Fraser Capital, LLC
18208 Preston Rd, D9461
Dallas, Texas 75252
Attention: Stephen Smith

Telephone: (214) 762-5709
 Facsimile: (214) 501-3509
 Email: stephen@frasercapital.com

With a copy to:

Glen A. Bellinger
 Bellinger & Suberg, L.L.P.
 10,000 North Central Expressway, Suite 900
 Dallas, Texas 75231
 Telephone: (214) 954-9540
 Facsimile: (214) 954-9541
 Email: gbellinger@bd-law.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 6.03 Reservation of Rights. This Agreement is not required by the City to develop the Property and does not constitute a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws. This Agreement shall be enforceable under state and federal law.

Section 6.04 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and not more strongly or favorably for or against any Party, regardless of which Party originally drafted the provision.

Section 6.05 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171 of the Texas Local Government Code.

Section 6.06 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, Owner does not own the Property, but this Agreement shall remain in full force and effect with respect to all of the Property.

Section 6.07 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas without regard to conflicts of law principles, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be in Collin County, Texas.

Section 6.08 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and each Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 6.9 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties hereto and their respective successors and assigns. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 6.11 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Section 6.12 Cooperate. As used in this Agreement, the term "cooperate" means that the City will take, to the extent necessary, reasonable action(s) in a timely manner consistent with (a) all applicable rules and regulations to accomplish the objectives and intent of this Agreement, (b) accepted sound engineering practices in the area of public works, and (c) good government practices as demonstrated by responsible municipalities in north central Texas.

Section 6.13 Exhibits. The following Exhibits are attached to and incorporated into this Agreement and are part of this Agreement:

Exhibit A	Legal Description and Depiction of the Property
Exhibit B	Proportionality Ordinance
Exhibit C	Proportionate Roadway Fee Calculation

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

OWNER:

FRASER CAPITAL, LLC,
a Texas limited liability company

By: _____
Stephen T Smith, President

CITY:

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Development Agreement Roadway Fees (1130 : Wellspring Roadway Fee Agreement)

EXHIBIT A**LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY**

BEING, a tract of land situated in the Coleman Watson Survey, Abstract No. 945, in Collin County, Texas, being part of a 81.104 acre tract, as described in Clerks File No. 95-0092267, a 19.93 acre tract, as described in Volume 3790, Page 267 and a 11.252 acre tract, as described in Volume 4973, Page 3420 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod found at the southeast corner of said 81.104 acre tract, being in the north line of F.M. 1461 (90' R.O.W.);

THENCE, North 88°48'02" West, along the north line of said F.M. 1461, for a distance of 29.56 feet, to a concrete highway monument;

THENCE, North 89°20'52" West, continuing along the north line of said F.M. 1461, for a distance of 1836.44 feet, to a 3/4" iron rod found at the southwest corner of said 19.93 acre tract;

THENCE, North 02°53'59" East, departing the north line of said F.M. 1461 and along the west line of said 19.93 acre tract, for a distance of 139.92 feet, to a 1/2 inch iron rod set at the most southerly corner of said 11.252 acre tract;

THENCE, North 32°25'31" West, departing the west line of said 19.93 feet and along the west line of said 11.252 acre tract, for a distance of 288.37 feet, to a 1/2 inch iron rod set;

THENCE, North 18°13'18" West, continuing along said west line, for a distance of 436.57 feet, to a 1/2 inch iron rod found;

THENCE, North 13°42'22" East, continuing along said west line, for a distance of 449.55 feet, to a 1/2 inch iron rod found;

THENCE, North 01°52'22" East, continuing along said west line, for a distance of 320.00 feet, to a 1/2 inch iron rod found;

THENCE, North 13°31'48" West, continuing along said west line, for a distance of 241.26 feet, to a 1/2 inch iron rod found;

THENCE, North 01°52'22" East, continuing along said west line, for a distance of 420.00 feet, to a capped iron rod found at the northwest corner of said 11.252 acre tract;

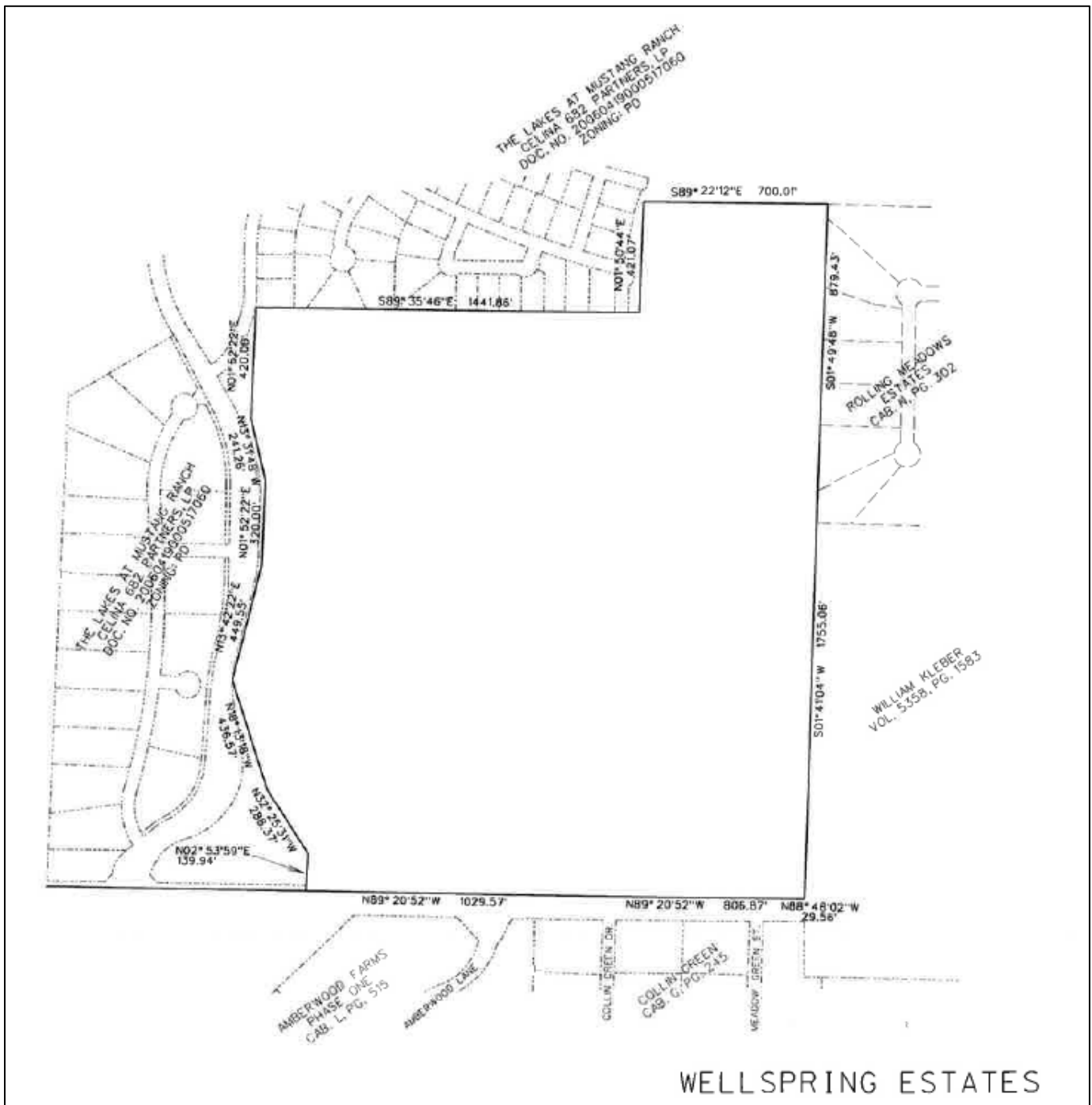
THENCE, South 89°35'46" East, along the north line of said 11.252 acre tract, at 282.09 feet, passing a 1/2 inch iron rod found at the northeast corner of said 11.252 acre tract same being the northwest corner of said 81.104 acre tract, and continuing for a total distance of 1441.86 feet, to a capped iron rod found;

THENCE, North 01°50'44" East, for a distance of 421.07 feet, to a capped iron rod found;

THENCE, South 89°22'12" East, for a distance of 700.01 feet, to a 1" iron rod found at the northwest corner of Rolling Meadows Estates, an addition to Collin County, Texas, as described in Cab. N. Pg. 302, in the Plat Records of Collin County, Texas;

THENCE South 01°49'48" West, along the west line of said Rolling Meadows Estates, for a distance of 879.43 feet, to a ¾ inch iron rod found;

THENCE, South 01°41'04" West, at 360.09 feet, passing the southwest corner of said Rolling Meadows Estates and continuing for a total distance of 1755.06 feet, to the POINT OF BEGINNING and containing 112.281 acres of land.



Attachment: Development Agreement Roadway Fees (1130 : Wellspring Roadway Fee Agreement)

EXHIBIT B
PROPORTIONALITY ORDINANCE

CITY OF CELINA, TEXAS
ORDINANCE NO. 2007-55

AN ORDINANCE OF THE CITY OF CELINA, TEXAS APPROVING AND IMPLEMENTING A ROAD PROPORTIONALITY STUDY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR ADOPTION OF PROPORTIONALITY STUDY; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGULATIONS; PROVIDING FOR APPEALS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLEMNT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the “City”) is a home rule municipality located in Collin County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the City’s citizens that new development be supported by adequate road facilities; and

WHEREAS, thoroughfares are an essential component of the City’s street networks and are necessary to accommodate the continuing growth and development of the City; and

WHEREAS, there must be a rough proportionality between the traffic impacts created by a new development and the requirement placed on the property owner to share in construction costs; and

WHEREAS, the City desires to assure both that development impacts are mitigated through contributions for roadway construction and that a development project not contribute more than its fair share of thoroughfare costs; and

WHEREAS, Section 212.904 of the Texas Local Government Code states that if a municipality requires as a condition of approval for a property development project that the developer bear a portion of the costs of infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs, the developer’s portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportional to the proposed development;

WHEREAS, such findings must be documented in a report prepared by a licensed engineer;

WHEREAS, the City retained the services of a licensed engineer to prepare a study which is attached hereto and incorporated herein as Exhibit “A” (the “Proportionality Study”);

WHEREAS, the Proportionality Study contains a methodology for determining developer contributions for road improvements, which are proportional to the burden placed on the City's road infrastructure by new development;

WHEREAS, the City Council finds that the methodology contained in the Proportionality Study is fair and equitable for developers and is in the best interest of the public health, safety, and welfare.

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 ADOPTION OF PROPORTIONALITY STUDY

The City Council of the City of Celina, Texas, does hereby adopt the Proportionality Study, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

SECTION 3 DEFINITIONS

1. "Development Application" means an application for a license, certificate, approval, registration, consent, permit, contract or any other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.
2. "Responsible Official" means a person who has been delegated authority by the City Manager to accept and review development applications.

SECTION 4 REGULATIONS

A. After the effective date of this Ordinance, every development application shall be reviewed by the Responsible Official, who shall:

1. Evaluate the development project in terms of its impact on the roadway planning areas as outlined in the Proportionality Study.
2. Utilize the "Methodology for Determining of Rough Proportionality for Specific Development Proposals" as outlined in the Proportionality Study to determine costs to be paid or

dedications to be made by an applicant which is commensurate with the burden to be placed on the roadway network in the roadway planning areas.

3. Notify the applicant in writing of the result of the calculation and findings under subsection (2).

B. No development application shall be approved unless the applicant has satisfied the conditions mandated by the Responsible Official pursuant to subsection (2).

SECTION 5

APPEALS

A. The applicant may seek relief from the proposed conditions to be imposed as a result of the rough proportionality determination by the Responsible Official by petitioning the City Council. The petition must allege that recommended conditions requiring thoroughfare dedication, payment of fees, or construction are not roughly proportional to the nature and extent of the traffic impacts on the road network created by the development being proposed.

B. The City shall consider and act on the appeal in compliance with those procedures outlined in Section 212.904 of the Texas Local Government Code, as amended.

C. Neither the Planning and Zoning Commission nor the Board of Adjustment shall have authority to take action on a petition for relief from the Responsible Official's rough proportionality determination, nor may such determination be subject to a variance by the Board of Adjustment.

D. Based upon the documents and testimony provided by the applicant and the Responsible Official, the City Council may uphold the Responsible Official's recommendation or waive in whole or in part any dedication or fee requirement that are not roughly proportional.

SECTION 6

CUMULATIVE

1. 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.

SECTION 7

SAVINGS

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 regulations governing roadway proportionality fees 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 courts.

SECTION 8 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 9 **PENALTY**

A. That any person violating any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor upon conviction and shall be fined, except as otherwise provided herein, in a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

B. That if the governing body of the City of Celina determines that a violation of this Ordinance creates a threat to the public safety, 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 10 **PUBLICATION**

The City Secretary of the City of Celina is hereby directed to publish the Caption, Penalty and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 11 **ENGROSSMENT AND ENROLLMENT**

(1) The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the exact Caption, Penalty and Effective Date in the minutes of the City Council and by filing this Ordinance in the ordinance records of the City.

SECTION 12 **EFFECTIVE DATE**

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the ____ day of November, 2007

CORBETT HOWARD, MAYOR
CITY OF CELINA, TEXAS

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment: Development Agreement Roadway Fees (1130 : Wellspring Roadway Fee Agreement)

Exhibit C
Proportionate Roadway Fee Calculation

Rough Proportionality Analysis

City of Celina

ORD 2007-55

REV 3/5/2015

Fill in the green squares

Step 1 Supply

Calculate the vehicle-miles capacity provided by proposed development.

VEHICLE-MILES OF SUPPLY

No.	Roadway	A		B		C	A x B x C
		Length (ft)	Length (mi)	No. of Lanes	Functional Class	Hourly Capacity (vphpl)	VMs
1			0.00				0.00
2			0.00				0.00
3			0.00				0.00
4			0.00				0.00
5			0.00				0.00
6			0.00				0.00
7			0.00				N/A
8			0.00				0.00
						TOTAL VEHICLE-MILES	0.00

VMs

DEVELOPMENT COST CONTRIBUTION

No.	Roadway	Length (ft)	Roadway (Cost/LF) ¹	ROW Dedication Width (ft)	ROW Dedication Length (ft)	ROW Dedication (Cost/SF)	Total Cost
1		0			0		\$0.00
2		0			0		\$0.00
3		0			0		\$0.00
4		0			0		\$0.00
5		0			0		\$0.00
6		0			0		\$0.00
7*		0			0		\$0.00
8*		0			0		\$0.00
						TOTAL COST	\$0.00

¹Abandoned ROW by City donated to developer netted out of ROW dedication by developer

^{**}Cost per LF reduced to 20% of actual cost to account to TxDOT participation

[†]The roadway cost/LF assumes a full section of road. If only have the road is being constructed the cost/LF should be divided by 2.

Attachment: Development Agreement Roadway Fees (1130 : Wellspring Roadway Fee Agreement)

Table 2
Roadway Facility Vehicle-Mile Lane Capacities

Roadway Facility	Hourly Vehicle-mile Capacity per Lane Mile of Roadway Facility
Divided Principal Arterial	675
Divided Minor Arterial	625
Divided Collector	550
Special Arterial*	675
One-Way Roadway	675
Undivided Principal Arterial	625
Undivided Minor Arterial	600
Undivided Collector	500

Source: "Multi-modal Transportation Analysis Process (MTAP): A Travel Demand Forecasting Model", North Central Texas Council of Governments, January 1994. *Roadway with a continuous left-turn lane.

Table 5
Land Use Vehicle Mile Equivalency Table

CATEGORY	LAND USE	Development Units (X)	Service Unit Equivalency (VEH-MI / DEV UNIT)
RESIDENTIAL	SINGLE-FAMILY DETACHED	D.U.	3.44
	APARTMENT/TOWNHOUSE	D.U.	1.94
	RETIREMENT COMMUNITY/SENIOR LIVING FACILITY	D.U.	0.69
OFFICE	GENERAL OFFICE BLDG	1000 GFA	5.08
	MEDICAL-DENTAL OFFICE BLDG	1000 GFA	11.29
	U.S. POST OFFICE	1000 GFA	8.61
COMMERCIAL	RETAIL/SHOPPING CENTER	1000 GLA	3.08
	RESTAURANT	1000 GFA	4.94
	FAST FOOD RESTAURANT WITH DRIVE-THROUGH	1000 GFA	12.04
	CONVENIENCE MARKET WITH GASOLINE PUMPS	1000 GFA	4.25
	BANK	1000 GFA	10.71
	MOVIE THEATER	SCREENS	12.63
	HOME IMPROVEMENT/HARDWARE STORE	1000 GFA	1.22
	NURSERY	1000 GFA	1.37
	HOTEL	ROOMS	0.73
	AUTO SALES	1000 GFA	2.34
	AUTO CARE/TIRE STORE	1000 GFA	2.98
	MINI-WAREHOUSE	1000 GFA	0.54
INDUSTRIAL	GENERAL LIGHT INDUSTRIAL	1000 GFA	2.32
	MANUFACTURING	1000 GFA	2.51
	WAREHOUSING	1000 GFA	1.37
INSTITUTIONAL	ELEMENTARY SCHOOL	STUDENTS	0.01
	MIDDLE/JUNIOR HIGH SCHOOL	STUDENTS	0.15
	HIGH SCHOOL	STUDENTS	0.18
	PRIVATE SCHOOL (K-12)	STUDENTS	0.23
	JUNIOR/COMMUNITY COLLEGE	STUDENTS	0.17
	DAY CARE CENTER	STUDENTS	0.40
	HOSPITAL	BEDS	2.22
	NURSING HOME/ASSISTED LIVING CENTER	BEDS	0.38
	ASSISTED LIVING CENTER	BEDS	0.38
	PLACE OF WORSHIP	1000 GFA	0.54
* THIS REPRESENTS TOTAL SERVICE UNIT EQUIVALENCY FOR LAND USES NOT SPECIFIED IN THIS CATEGORY. ACTUAL EQUIVALENCY MAY VARY AND MAY BE DEMONSTRATED BY PROPERTY OWNER TO BE DIFFERENT.		DU = Dwelling Unit GFA = Gross Floor Area GLA = Gross Leasable Area	

Step 2 Demand

Calculate vehicle-miles of demand generated by proposed development using the equivalency table.

Determine land uses, size of development and appropriate equivalency factor using Table 5.

VEHICLE-MILES OF DEMAND

No.	Land Use	A	B	A x B
		Units	SUE	VMd
1	Single-Family	296.0	3.44	1,018.24
2	Apartment	0.0	1.94	0.00
3	Shopping Center	0.0	3.06	0.00
			TOTAL VEHICLE-MILES	1,018.24 VMd

COST OF DEVELOPMENT IMPACT

No.	A	Service Area	B	A x B
	VMd		Cost/SU	Cost of Development Impact
1	1,018.24	8	\$1,102.00	\$1,122,100.48
			CALCULATED COST	\$1,122,100.48

Step 3

Compare vehicle-miles supply with demand:

If VMd > VMs, then roadway contribution is proportional and justified

if VMs > VMd, then City participation to be considered

Roadway contribution is proportional and justified

Step 4

Proportional Share \$1,122,100.48



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**

From: Ben Rodriguez, Planner

CC: Mike Foreman, City Manager

Date: June 9, 2015

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

Action Requested:

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

Background Information:

The property is located between Preston Road (SH289) and Business 289. Annexation of this tract is being proposed as part of the City's plan to annex strategic tracts near current and future development corridors. The property is contiguous to the current City Limits on two sides, and the property owner has denied the offered pre-annexation agreement.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Council has assisted staff throughout the involuntary annexation proceedings.

Supporting Documents:

- Annexation Ordinance

Staff Recommendation:

Staff recommends that the item be tabled until the City Council meeting on August 11, 2015

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
(ELAND ENERGY ANNEXATION)

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING A 16.85 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY. ABSTRACT NO. 0167, BLOCK #1, TRACT #85, COLLIN COUNTY, TEXAS, BEING PART OF A 20.0 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ELAND ENERGY AS RECORDED IN DOCUMENT NUMBER 19970813000665800 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY LEGAL DESCRIPTION IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED WEST OF SH 289, NORTH AND EAST OF OKLAHOMA DR. (BUSINESS 289), AND SOUTH OF ASH ST.; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 12th day of May, 2015 and the second hearing being held on the 12th day of May, 2015 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 1st day of May, 2015, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its

that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit “C” and incorporated herein for all purposes.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibit “A”, which is incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit “C”, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibit “A”, attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Ordinance.

jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

EXHIBIT A
Legal Description

Being a 16.85 acre tract of land situated in the Collin County School Land #14 Survey, Abstract No. 0167, Block #1, Tract #85, Collin County Texas, and being part of a 20.0 acre tract of land described in a deed to Eland Energy as recorded in document number 1997081300665800 of the real property records of Collin County, Texas.

Exhibit "B"

Graphical Depiction of Property



Legend

 Property "A"

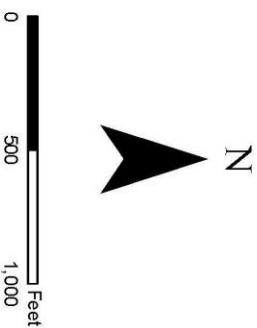


Exhibit “C”**Service Plan****A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;

- v) Technical rescue response; and
- vi) Constriction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
 - a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in

time.

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled

within the yearly budgetary allotments by the City Council.

- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina

shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

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

N) AMENDMENTS

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



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Public Works
 Date: June 9, 2015
 Re: <Insert Subject/RE Here>

Action Requested:

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

Background Information:

The torrential rainfall in the Month of May has caused many flooding and drainage issues across the State and in Celina. Streets and roads across the Metroplex were closed and continue to be closed due to flooding. Overtopping of bridges and roads can create issues for the structures. In the instance of the Preston Hills Bridge the bottoms of the existing 66-inch culverts have rusted out and now the water has worked its way under the culverts. This is causing the soil to be pulled from the surface through the culverts forming voids at the surfaces. There is evidence of a sinkhole forming on the south side of the bridge and it is evident that the road has sunk across the top of the culvert. Public Works, Engineering and Public Safety determined the bridge to be structurally damaged and not safe for public use. City crews shut down the bridge until repairs can be made.

Staff began immediately working on soliciting bids to repair the bridge. We received four bids ranging from \$69,950 to \$87,956. Fortunately the headwalls are in good condition and can be used without having to replace. The shale at the creek bottom has kept the bridge from being completely eroded and destroyed. Our plan is to remove the existing 66-inch CMPs and replace them with new 66-inch RCPs. The headwall will have to be modified slightly to accommodate the new RCPs. While the culverts are removed we will use flowable fill to fill the voids under the old culverts and establish a solid base for the new culverts to set on. The road will be repaved once the culverts have been installed. We anticipate the construction lasting 2 weeks, depending on the weather.

The contract has already been executed given the emergency situation.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

We are recommending using reserves to fund the construction. We will ask 10% be added for contingency bringing the total request to \$76,945.

Legal Review:

The City Attorney has reviewed the construction contract

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:

Approve

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

PROJECT QUOTE

FROM: SYB CONSTRUCTION CO., INC.
421 COMPTON AVENUE
IRVING, TEXAS 75061
METRO 972-399-1066
FAX 972-399-1586

DATE: May 14, 2015

PROJECT: 66 IN REPAIR CELINA

TO: City of Celina

WE ARE PLEASED TO QUOTE YOUR INQUIRY AS FOLLOWS:

ITEM NO.	QUANTITY	UNIT OF MEAS	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
1	1	LS	MOBILIZATION	\$ 7,000.00	\$ 7,000.00
2	96	LF	REMOVE EXISTING CMP	\$ 40.00	\$ 3,840.00
3	96	LF	66 IN RCP CL III	\$ 450.00	\$ 43,200.00
4	89	SY	FLEX BASE 6 IN	\$ 30.00	\$ 2,670.00
5	30	TON	6 IN TY B ASPHALT	\$ 150.00	\$ 4,500.00
6	2	EA	PARTIAL DEMO AND REWORK HEADWALL	\$ 3,500.00	\$ 7,000.00
7	1	LS	2 YEAR, 100% MAINTENANCE BOND	\$ 1,740.00	\$ 1,740.00
					\$ 69,950.00
TOTAL BID					\$ 69,950.00

EXCLUSIONS:

- 1 BONDS, TESTING, STAKING, BARRICADES, INSPECTION FEES
- 2 PRICE CALCULATED USING FLOWABLE FILL 1/2 WAY UP PIPES
- 3 NO RETAINAGE

We appreciate the opportunity to quote this project. Also, for future reference, please keep us in mind for any other projects that involve concrete paving or utility work. If we can be of any further assistance, please do not hesitate to call.

Sincerely,

Shirley Y. Bennett
 SYB Construction Co., Inc.

Attachment: Bids - all (1122 : Emergency Bridge Repair - Preston Hills Circle)

6440 NORTH CENTRAL
EXPRESSWAY SUITE 500
DALLAS, TEXAS 75206



TEL (972) 271-9333
FAX (972) 271-4881

May 18, 2015

CITY OF CELINA
142 N. OHIO STREET
CELINA, TEXAS 75009
ATTN: JAN COLE

We are pleased to submit to you this proposal for the construction of the following work as described below.

Project Name: **DRAINAGE REPAIR TO SERVE
PRESTON HILLS CIRCLE**
Project Loc: **CELINA, TEXAS**

For quantities and prices please see the attached list.

NOTES:

1. Our proposal is based on our utility work being done after any necessary excavation work.
2. Our proposal is based on our utility work being installed prior to any new Gas, Phone, Electric, Cable or other utilities being installed.
3. We have not included any sales tax in our prices. If the utilities on your project are not in Streets, Rights-of-Way, or Easements dedicated to a municipal entity, the sales tax would have to be added to our bid.
4. We will set all manholes, cleanouts, fire hydrants, valve boxes and inlet tops to grades provided by your engineers on original installation. Any changes required after the initial installation will be at the owners expense.
5. Our bid is based on disposing of excess materials on the jobsite. Unless stated otherwise in the bid documents, any excess material required to be hauled off-site, will be removed on a cost-plus basis.

The quantities listed in this proposal are estimated quantities, and the actual work performed will be measured in the field, and paid for on a unit price basis at the unit prices bid.

This proposal is based on all engineering and testing being supplied by the owner, as well as any necessary permits that are required.

Serving the Finest Developments Since 1918

6440 NORTH CENTRAL
EXPRESSWAY SUITE 500
DALLAS, TEXAS 75206



TEL (972) 271-9333
FAX (972) 271-4881

On the last day of the month, we will prepare a monthly billing of the work performed that month. Unless otherwise specified in the bid documents, the materials on hand but not in place, will be added to the monthly billing, and the total monthly billing, less 10% retainage will be due from the owner on the 10th day of the following month. The retainage will be due immediately following our final acceptance of the project.

Your acceptance of this proposal by signing and returning two copies to us within 10 days will constitute a Contract between us. We reserve the right to review the financing arrangements made on the project prior to our acceptance of the Contract. This contract is subject to cancellation if a National Emergency should cause materials to become unavailable.

Very truly yours,

Owner's Acceptance

Cullum Construction Co., Inc.

By: _____

Title: _____

By: _____

Date: _____

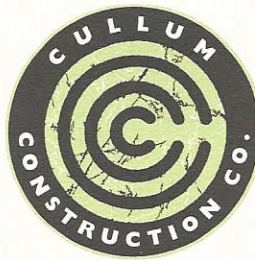
By: _____

Title: _____

Date: _____

Attachment: Bids - all (1122 : Emergency Bridge Repair - Preston Hills Circle)

2814 INDUSTRIAL LN
GARLAND, TX 75041
TEL (972) 271-9333



P.O. BOX 550489
DALLAS, TX 75355-0489
FAX (972) 271-4881

CITY OF CELINA
142 N. OHIO STREET
CELINA, TEXAS 75009

BID DATE : 5-18-2015
DRAINAGE REPAIR TO SERVE
PRESTON HILLS CIRCLE
CELINA, TEXAS

ATTN: JAN COLE

BID QUANTITY	ITEM	UNIT BID	TOTAL BID
DRAINAGE			
1.00	-EA- MOBILIZATION	2,600.00	2,600.00
96.00	-LF- 66" RCP	459.00	44,064.00
96.00	-LF- REMOVE EX. 66" CMP	117.00	11,232.00
89.00	-SY- FLEX BASE (6")	20.25	1,802.25
30.00	-TON- 6" TYPE "B" ASPHALT	130.00	3,900.00
1.00	-LS- PARTIAL DEMO & HEADWALL WORK	5,450.00	5,450.00
96.00	-LF- TRENCH SAFETY	1.25	120.00
TOTAL DRAINAGE			69,168.25
1.00	-LS- 2-YEAR 100% MAINTENANCE BOND	2,400.00	2,400.00
TOTAL DRAINAGE REPAIR			71,568.25
TOTAL MATERIALS		31,017	

NOTES:

WE CAN COMPLETE THIS PROJECT IN 6 WORKING DAYS.
WE HAVE NOT INCLUDED ANY SOILS OR CONCRETE TESTING.
WE HAVE NOT INCLUDED ANY GRASSING OR LANDSCAPING.
WE HAVE NOT INCLUDED ANY EROSION CONTROL DEVICES.
WE HAVE NOT INCLUDED ANY SWALES OR GRADE TO DRAIN.

Attachment: Bids - all (1122 : Emergency Bridge Repair - Preston Hills Circle)

PROPOSAL

**3019 ROY ORR BLVD****GRAND PRAIRIE , TX 75050****Contact: WILL MEE****Phone: 972-263-6907****Fax: 972-264-0008**Quote To: FAIN GROUPJob Name: 66IN EMERGENCY REPAIRPhone:Date of Plans:Fax:Revision Date:**EMERGENCY 66 IN PIPE REPLACEMENT CELINA TX**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LS	2,340.00	2,340.00
2	REMOVE EXISTING CMP	96.00	LF	22.24	2,135.04
3	66IN RCP CL III	96.00	LF	620.68	59,585.28
4	FLEX BASE 6IN	89.00	SY	30.89	2,749.21
5	6IN TY B ASPHALT	30.00	TON	146.25	4,387.50
6	PARTIAL DEMO AND REWORK HEADWALL	2.00	EA	1,915.26	3,830.52
GRAND TOTAL					\$75,027.55

NOTES:

Prices quoted exclude
 Safety classes, bonds, testing, staking, barricades, inspection fees.
 Price calculated using flowable fill 1/2 way up pipes.
 No retainage.
 Price is assumes rcp in stock.

Attachment: Bids - all (1122 : Emergency Bridge Repair - Preston Hills Circle)

TITLE:
Town of Addison
Ash St Reconstruction

PCO Item: **24017-003**

Additional FAIN Labor Items:	Crew	Unit	Hours	Labor Rate	Labor Cost
					\$ -

Subtotal FAIN Labor:	\$ -
Burden @ 40%:	\$ -
Total FAIN Labor:	\$ -

Additional FAIN Material Items:	Quantity	Unit	Unit Cost	Material Cost
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Total Material:	\$ -
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Additional FAIN Equipment:	Quantity	Unit	Hours	Equipment Unit	Equipment Cost
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Subtotal:	\$ -
Total:	\$ -

Unit Price Items:	Quantities	Unit	Unit Price	Total w/markup
Mobilization	1	LS	\$ 2,340.00	\$ 2,743.24
Remove Existing CMP	96	LF	\$ 22.24	\$ 2,502.96
66" RCP CL III	96	LF	\$ 620.68	\$ 69,853.31
Flex Base 6"	89	SY	\$ 30.89	\$ 3,222.97
6" Ty B Asphalt	30	Ton	\$ 146.25	\$ 5,143.58
Partial Demo & Rework Headwall	2	EA	\$ 1,915.26	\$ 4,490.61

Total Subcontractor Items:	\$ 87,956.67
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Summary of Costs

Attachment: Bids - all (1122 : Emergency Bridge Repair - Preston Hills Circle)



May 13, 2015

Dear Mr. Toutounchian,

The Celina Fire & Police Departments have made the determination that the bridge closure on Preston Hills Circle must be fixed as soon as possible in order to better protect the safety of the community. The closure of that bridge has an impact on the ability for public safety to respond in a timely manner and could have detrimental consequences to the life and safety of the citizens in that area. This is also associated with the Disaster Declaration filed with the State of Texas for the City of Celina from May 9, 2015. Please let me know if you have any questions or need additional information.

Sincerely,

Kyle Mills
Deputy Fire Chief
Celina Fire Department

Tony Griggs
Lieutenant
Celina Police Department



Texas Department of Public Safety Texas Division of Emergency Management State Situation Report

Event Name	8 May 2015 Severe Weather Event SITREP
Date	05/12/20/15
Time	0700
Operational Period	05/11/15 – 05/12/15
Report Number	5

Regions Affected	
DPS Regions Affected	1, 2, 3, 5, 6
DDCs Active	4 Hurst, 6

STATEWIDE CURRENT SITUATION:

Pursuant to his powers as Governor of the State of Texas, Gregg Abbott has issued a proclamation certifying that the severe weather, tornado and flooding event that began on Monday May 4th, 2015, has caused a disaster in Bosque, Clay, Denton, Eastland, Gaines, Montague and Van Zandt Counties. In response to severe weather conditions and to coordinate a rapid and effective response, the State Operations Center (SOC) increased its level of response to Level II – Escalated Response Conditions effective at 7:00 AM (CDT) Friday May 8th, 2015. State Emergency Management Council have sent state agency and volunteer agency representatives to the SOC to support resource requests. The SOC conducted a severe weather conference call with the National Weather Service Offices and state agency representatives at 10:00 AM (CDT) this morning.

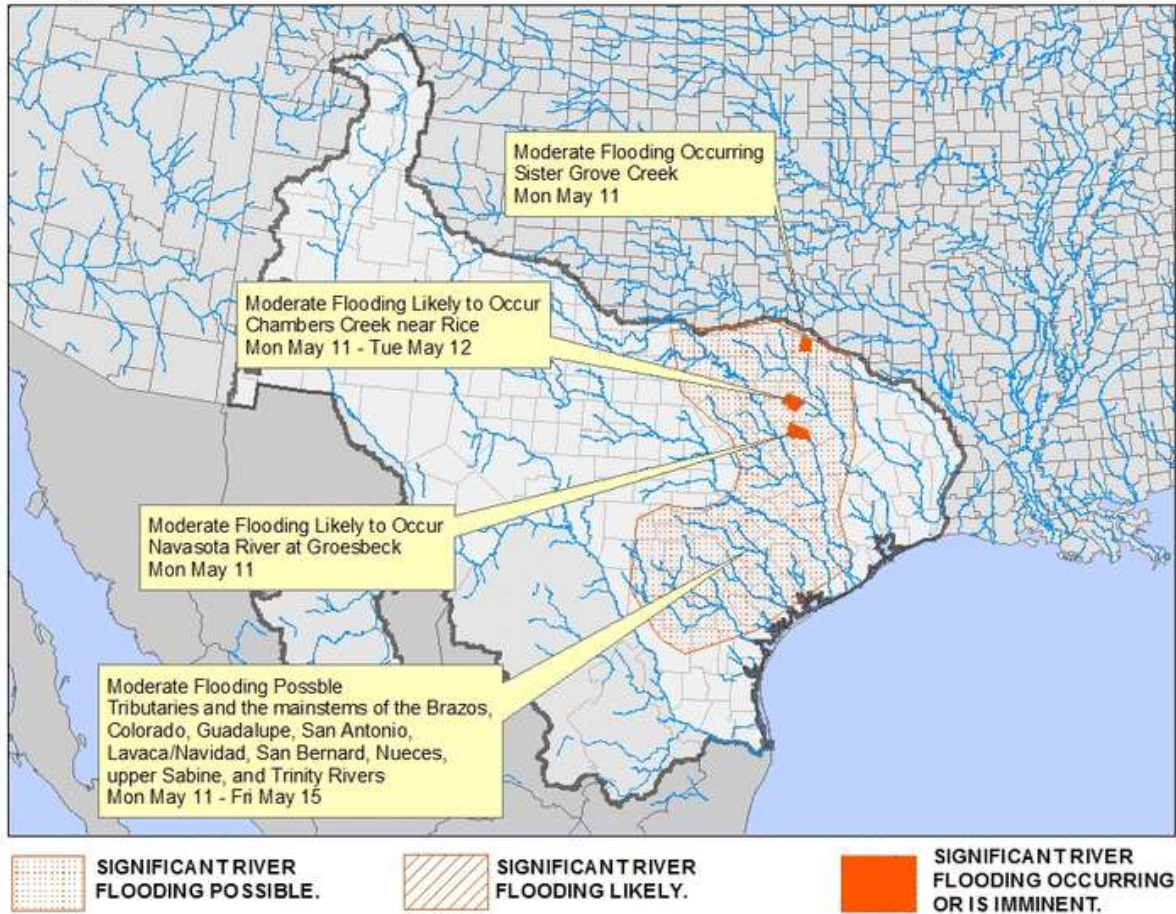
Widespread moderate to heavy rain is expected over the next several of days for Texas as deep moisture from the Gulf of Mexico continues to interact with a stalled out frontal boundary over the southern half of the state. Multiple thunderstorm complexes are likely, and these could easily bring several inches of rain, damaging wind, large hail and isolated tornadoes as well. The focus for heavy rainfall will spread north and east over the course of the week as low level moisture surges into the Central Plains. Showers and thunderstorms remain in the forecast into and through the weekend.



Significant River Flood Outlook

Valid: 5/11/2015 - 5/16/2015

West Gulf River Forecast Center 5/11/2015 8:36:57 AM

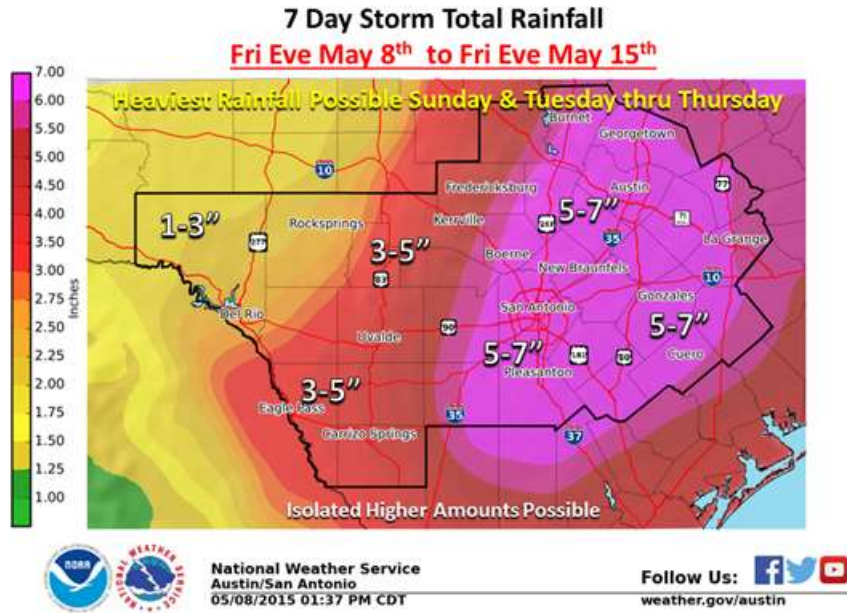


Significant River Flooding impacts include:
Roads adversely affected. Residential, commercial, industrial, and/or agricultural areas affected. May require evacuation of people.

NOTE: Flash Flooding or Minor River Flooding will NOT be included in this outlook.

National Weather Service Office (NWSO) Houston/Galveston has forecast isolated thunderstorms will be possible across southeast Texas. There is a potential for an isolated strong storm to produce gusty winds, small hail and locally heavy rainfall across counties north of Houston metro.

National Weather Service Office (NWSO) Austin/San Antonio has forecasted a chance for locally heavy rainfall leading to flash flooding. A flash flood watch is in effect for all of south central Texas. There is a marginal risk for severe thunderstorms capable of producing large hail and damaging wind, primarily over the western areas such as the Rio Grande Plains and Southern Edwards Plateau.



OPERATIONAL PRIORITIES:

1. Protect life and property.
2. Support rapid & effective response.
3. Collect and disseminate accurate incident information to improve decision-making.
4. Accurately track incident costs associated with assigned resources for cost recovery.
5. Maintain communication with impacted local jurisdictions.

Region 1 (Includes DDCs 4, 5, 6, 22)

DDC 4 Hurst (Includes Wise, Denton, Palo Pinto, Parker, Tarrant, Hood, Erath, Johnson and Somervell Counties)

Denton County: Numerous Swift Water Rescues occurred in the City of Krum. Disaster District Hurst has activated to Level II (Escalated Response Conditions) and is co-located in the Denton County Emergency Operation Center (EOC). A Disaster Declaration has been submitted.

Erath County: The roof of the Erath County volunteer fire station in Morganville was reported blown off. Two high water rescues were performed. Four reception centers were opened with an estimated 380 visitors, but has since closed.

Hood County: The City of Granbury has submitted a Disaster Declaration and a Disaster Summary Outline (DSO). The Hood County EOC is activated.

Tarrant County: Tarrant County has submitted a DSO.

City of Grapevine: The National Weather Service (NWS) reported possible tornado activity in the city yesterday morning. The city reported numerous trees, fences and roofs damaged in the Corridor of Mesa Verde, Cripple Creek Trail, Tumble Weed Trail, Caprock Court across Dove Road over to Camelot and Mancheslter Lane. There were reports of power outages and power lines and power poles down. ONCOR crews are responding to restore power. Damage assessments are ongoing.

Wise County: A Disaster Summary Outline has been submitted for Wise County due to a tornado and flooding that has impacted 15 mobile homes. One injury was been reported. Farm to Market (FM) 1655 and 2265 are closed with barricades set up by by Texas Department of Transportation (TxDOT).

DDC 4 Garland: (Includes Collin, Dallas, Ellis, Hunt, Kaufmann and Navarro Counties)

Collin County : City of Celina is experiencing flooding due to two creeks that have overflowed their banks. Ten homes were evacuated with the possibility of 40-50 more requiring evacuation if the water continues to rise. American Red Cross (ARC) is assisting with sheltering the displaced residents. No request for state assistance has been requested at this time.

DDC 6 Tyler: (Includes Rains, Van Zandt, Henderson, Anderson, Wood, Smith, Cherokee, Camp, Upshur, Gregg, Rusk, Marion, Harrison and Panola Counties)

Henderson County: Twelve water rescues occurred. Three injuries and one fatality were reported. A portion of FM 317 over the Athens Fish and Game dam was reported washed away. A first call for voluntary evacuation was completed, due to possible dam failure. The Sheriff's Office also went door to door. Thirty-five homes were evacuated, 7 residents refused to evacuated under the voluntary order. The ARC is providing food and water at Life Fellowship Church located at 175W and CR 3918.

The City of Athens is under a boil water notice until the Texas Commission on Environmental Quality (TCEQ) lifts the ban.

Navarro County: The County Judge is in the process of issuing a Disaster Declaration. The City of Corsicana confirmed one fatality due to high water. State Highway (SH) 31 is open in the city. The Emergency Management Coordinator (EMC) reported extensive flooding in the Corsicana area. Numerous secondary streets were closed due to high water. A shelter was opened at The Salvation Army (TSA) for motorists stranded in the Corsicana area, but has since closed.

SH 31 is closed in the Dawson area due to high water.

Van Zandt County: A tornado touched down in the City of Van, Van Zandt County at approximately 10:00 PM Sunday evening. The NWS determined that an EF-3 tornado impacted an area approximately $\frac{3}{4}$ mile wide and three (3) miles in length. Forty-seven injuries, 2 fatalities. The Mayor of Van has imposed a curfew for the incident area starting at 3:00 PM Monday May 11th, 2015. Damage assesements began Monday morning. A Disaster Declaration was submitted by the City of Van. One hundred homes and 4 government buildings have sustained major damages. The City of Van is currently without water, approximately 2,650 individuals are affected. A shelter was established at the First Baptist Church, located at 119

East Main Street. Capacity is 200 with a census of 100 persons. Three requests for assistance were submitted to the SOC for an Incident Management Team (IMT), Texas Task Force 1 (Tx-TF1) Area Search and Rescue (SAR) team and a canine recovery team. The county EOC is activated.

DDC 22 Sherman (Includes Cooke, Fannin and Grayson Counties)

DDC 22 has multiple county roads that had been closed during the flooding due to either water across the roadway or due to major damage from water surge; no major highways are currently closed. A more detailed assessment will be available upon completion of the county judges and commissioners damage assessment reports, which are expected to be submitted today.

Grayson County: Grayson County DSO has been submitted. The Grayson County EOC is activated.

Region 2 (Includes DDCs 13, 14, 15, 16)

DDC 13 Bryan (Includes Leon, Madison, Robertson, Brazos, Burleson, Grimes and Washington Counties)

Grimes County: TxDOT has closed SH 90 between Navasota and Anderson due to high water over the roadway and have requested that motorists find alternate routes. TxDOT has asked motorists to avoid the following locations: FM 1774 at Haynie Creek and Holland Creek; FM 1774 at FM 2819 (and 1 mile East); FM 2819 at Garretts Creek; FM 2562 at Garretts Creek (one lane closed); FM 3090 at Coleman Creek; FM 1486 at Garretts Creek and FM 1486 in Richards.

The City of Navasota experienced excessive rainfall and will continue to receive possibly two to three additional inches. Residences in flood-prone areas are being evacuated to the city civic center. An estimated 21 citizens have been transported to the civic center and the city has requested ARC run the shelter. Additionally, the downtown area was impacted by high water and were flooded. TPWD has positioned two boat squads at the Grimes County Sheriff's Office (SO). They are providing two shallow-water boats and four four-wheel drive vehicles.

Leon County: TxDOT has asked motorists to avoid FM 542 at Keechi Creek and FM 1848 at Buffalo Creek.

DDC 16 Conroe (Includes Liberty, Montgomery, Walker and Waller Counties)

Montgomery County: Western Montgomery County in and around the City of Montgomery experienced three to four inches of rainfall overnight, resulting in flash flooding. Entergy reported that 1,100 customers were without power.

Walker County: TxDOT has been on scene placing barricades and "Water over Roadway – Road Closed" signs at the following roads: FM 1791 and Spell Bottom Road; FM 247 and Lost Indian Camp Road; SH 190 and FM 2929; SH 30 and San Jacinto River. TxDOT and county commissioner crews cleared downed trees from FM 405 and FM 1375. Several secondary roads were closed. Walker County Community Emergency Response Team (CERT) is

delivering tarps to impacted homes. Entergy reported one hundred eighty-eight (188) customers without power in Walker County.

In the City of Huntsville, a gas station canopy was blown across the road at South Sam Houston Avenue.

In the City of Dodge three homes sustained wind damage. Damage assessments will continue. ARC is assisting families relocate (as no shelters have been opened).

Waller County: The cities of Waller and Hempstead experienced flash flooding Monday morning, but no road closures were reported.

Region 3 (Includes DDCs 19, 20, 21, and 24)

DDC 19 – Laredo (Includes Webb, Zapata, Jim Hogg, Starr Counties)

DDC 19 activated to Level 3 (Increased Readiness) to monitor weather developments.

In the City of Rio Grande City flash flooding and power outages occurred, the fire department initiated a voluntary evacuation in the Las Lomas area. A few evacuees were taken to the local police department. The local 911 system was reported down due to the power outage. There is a shelter on standby at the Fellowship Hall, located at 1196 West Main Street, but the shelter is also having power issues. United States (US) Highway 83 between the fire department and Wal-Mart was closed due to flooding, but has been re-opened. Power was reported to be flickering at the Starr County Memorial Hospital, but the power is up and running.

DDC 20 – Corpus Christi: (Includes Refugio, Bee, Live Oak, San Patricio, Nueces, Jim Wells, Kleberg, Duval, Brooks and Kenedy Counties)

Bee County: Straight line winds were reported near the Pawnee area. Water and trees were reported to be covering the roadway in several locations. FM 882 is closed from SH 72 to the Bee/Live Oak County line. Bee County maintenance crews responded to perform clean-up operations.

DDC 24 – Del Rio: (Includes Val Verde, Edwards, Real, Kinney, Uvalde, Maverick, Zavala, Dimmit, La Salle Counties)

DDC 24 activated to Level 3 (Increased Readiness) to monitor weather developments.

Maverick County: Customs and Border Protection (CBP) reported water over the roadway in Quemado area affecting US 277. Power lines are down, due to limited lights traffic has been diverted to SH 131 to Bracketville and then to US 90 to Del Rio.

The Maverick/Eagle Pass EOC was activated to level III and is monitoring rising water over US 277 at Elm Creek. The San Luis Community Center at 1490 Williams Street has been opened for those wishing to evacuate the Elm Creek area.

Region 5 (Includes DDCs 1, 2, 3, 7)

DDC 3 Wichita Falls (Includes Hardeman, Wilbarger, Wichita, Cottle, Foard, Clay, Montague, Baylor, Archer, and Young and Jack Counties)

Archer County: One fatality reported at Lake Wichita. Archer County SO is currently investigating the fatality to determine if the fatality is weather related. There are no unmet needs at this time.

Clay County: Approximately 40 county roads have sustained water damage. Two homes are affected and one has minor damages. A Disaster Declaration and request letter has been submitted. County Commissioners will continue to update the DSO as water recedes.

Montague County: A Disaster Declaration and request letter were submitted. A DSO will be submitted after damage assessments have been completed.

Wichita County: An estimated 300 customers in Electra lost power due to transmission lines being damaged from the wind. Southwest Rural Electric has repaired the lines and power has been restored. Wichita County/Wichita Falls provided a 125Kw generator to power one of the communications sites for the fire department and law enforcement. The waste water plant was down temporarily due to high water overwhelming the pumps. Three pumps are currently damaged, yet the plant is operational.

Ten homes sustained minor to moderate damage due to the severe weather. There are no displaced homeowners. One apartment building sustained fire damage and two persons were transported to the hospital.

Several electric poles from co-op and non-co-op electric companies were damaged.

DDC 7 Abilene (Includes Knox, Kent, Stonewall, Haskell, Throckmorton, Scurry, Fisher, Jones, Shackelford, Stephens, Mitchell, Nolan, Taylor, Callahan, Eastland, Runnels, Coleman, Brown and Comanche Counties)

Eastland County: A tornado was reported in the City of Cisco. The tornado was accompanied by hail, ranging in size from golf ball to baseball-sized. One fatality and 3 injuries were reported. Seven homes were confirmed destroyed. Numerous structures have been damaged and there were reports of downed power lines and trees that are blocking several county roads and state roadways. State and county personnel are working to clear those areas. Approximately 80% of Eastland is without power. AEP is working on clearing the downed power lines and restoring power. Extremely heavy rainfall hampered response efforts and has created a concern for flooding.

Eastland County Judge submitted a DSO and will submit a Disaster Declaration later.

Stephens County: FM 578 is closed 1.5 miles south of FM 1974 to FM 1471 due to water covering the roadway. Oncor is reporting over 1,100 residents are without power.

Region 6 (Includes DDCs 11, 23, 12, 18, and 17)

DDC 11/23 – Waco (Includes Bell, Bosque, Coryell, Falls, Freestone, Hamilton, Limestone, McLennan, Milam, Mills and San Saba Counties)

DDC 23 activated to level III (increased readiness conditions)

Bosque County: Bosque County submitted a Disaster Declaration. Damage assessments will continue with an associated DSO to follow. USC reports there are currently 27 residents without power. One home was damaged by wind and water. Eight outbuildings were damaged or destroyed by winds. Power poles and power lines damaged are being repaired by utility companies with power being restored in affected areas.

Hill County: Damage assessments are ongoing. The county reported minimal damage consisting of primarily trees and vegetation with debris removal operations underway.

Limestone County: Limestone County EMC reports that Lake Mexia is exceeding capacity and residential flooding is occurring or is imminent. Voluntary evacuation orders have been issued. SH 84 is restricted due to high water and passage on US 84 at Lake Mexia is restricted due to water covering the road.

DDC 12 – Austin (Includes Burnet, Llano, Blanco, Williamson, Travis, Hays, Lee, Bastrop, Caldwell and Fayette Counties)

Bastrop County: Bastrop County Office of Emergency Management (OEM) EOC is at response level 1, staffed by OEM personnel only. Multiple roads were closed due to continuous rainfall; however, there have been no reports of any damage to homes, structures or other properties. SH 21 at Gonzalez and SH 21 at Main are flooded. Squirrel Run is completely covered and is possibly washed out. In the 600 block of Stockade, a tank is overflowing and flowing across the road. Two sections of SH 21 at Ortiz are flooded and barely passable. Assessments are being conducted of all impacted areas to check the status of low-water crossings and closed roads.

Travis County: Multiple roads were closed due to continuous rainfall, but there have been no reports of homes, structures or properties damaged.

Williamson County: Multiple roads were closed due to continuous rainfall, but there have been no reports of homes, structures or properties damaged.

RESPONDING STATE AGENCIES/ORGANIZATIONS REPORTS

Texas Task Force 1 (TEEX/TX-TF1):

Texas Task Force 1 (TX-TF1) is standing-by for resource requests. TX-TF1 has 11 Helicopter Search & Rescue Technicians (HSART) and 2 HSART LNO supporting 2 TxMF UH-60s rotary wing aircrafts from Martindale which are staged in Grand Prairie. Two additional UH-60s are staffed and available in College Station. One UH-60 and 1 UH-72 are staffed and staged in Austin. Seven State of Texas Swift Water Rescue Squads with rostered crews on alert with the following agencies: Austin Fire, San Antonio Fire, STRAC and Washington County EMS. Three Swift Water Rescue Squads have been activated. Denton has been activated in place. Fort Worth has been moved to the Denton County Armory and 1 Austin squad has moved to Fort Worth. One Swift Water Rescue Manager

has been activated as well and moved to Denton County. A Type-III USAR team is activated in College Station.

Resource Kind and Type	Quantity	# Personnel	Status	Resource Location
HSART Team	1	2	Activated	College Station
HSART Team	1	2	Activated	College Station
HSART Team	1	2	Activated	Grand Prairie
HSART Team	1	2	Activated	Grand Prairie
HSART LNO	1	1	Activated	Denton County
Water Rescue Squad	1	6	Activated	Denton County
Water Rescue Squad	1	6	Activated	Denton County
Water Rescue Manager	1	1	Activated	Denton County
Water Rescue Squad	1	5	Activated	Fort Worth
SOC LNO	1	2	Activated	SOC-Austin
HSART Team	1	2	Activated	Austin
HSART Team	1	1	Activated	Austin
HSART LNO	1	1	Activated	College Station
Water Rescue Squad	1	6	Activated	College Station
Water Rescue Squad	1	6	Activated	College Station
Water Rescue Squad	1	5	Activated	Austin
Water Rescue Squad	1	6	Activated	San Antonio
Water Rescue Manager	1	1	Activated	College Station
Canine Search and	1		Demobed (05/11/15)	Van Zandt County

Rescue Team				
Type-III USAR Team	1	40	Activated	College Station

Texas Department of Public Safety (TXDPS): TXDPS is monitoring the severe weather conditions consisting of tornado warnings, flooding, heavy rainfall and multiple road closures.

Aviation assets:

Five SAR helicopters, 2 hoists and 3 short haul are available for the SOC. One in San Antonio (hoist), 1 in Austin (hoist), 1 in Edinburg (short haul), 1 in Houston (short haul) and 1 in Mesquite (short haul). TXDPS aircraft assets will be moving to the North Texas area at 0800 for recon. TXDPS also has 1 fixed-wing asset with downlink capability that could send live footage into the SOC (weather dependent). All missions and assets have been added to the Aviation Board in WebEOC.

Texas Civil Air Patrol (TXCAP): Eight fixed-wing aircraft available across the state (weather dependent).

Texas A&M Forest Service (TFS): TFS continues to staff the Emergency Services Branch at the SOC. There are 2 personnel staffing DDC-6 Tyler. An IMT team is on scene in the City of Van.

Resource Kind and Type	Quantity	# Personnel	Status	Resource Location	Notification Time Required
Overhead	2	2	Assigned	SOC	
Support	2	2	Assigned	DDC-6 Tyler	
Type III IMT	1	1	Assigned	Van	

Texas Parks & Wildlife Department (TPWD): No requests for assets were received. TPWD personnel are standing by for requests and continue to monitor the situation.

Resource Kind and Type	Quantity	# Personnel	Status	Resource Location
SAR Boat	1	3	Activated	DFW Area
SAR Boat	1	3	Activated	Panhandle
SAR Boat	1	3	Activated	Guadalupe
SAR Boat	1	3	Activated	Kerr
Rescue Swimmer	1	2	Activated	Austin
A Star Helicopter	1	2 (observation only)	Activated	Austin

Texas Commission on Environmental Quality (TCEQ):

Cooke County:

Texas Department of Public Safety; Texas Division of Emergency Management
State Situation Report
Tuesday, May 12, 2015

The City of Valley View Waste Water Treatment Plant (WWTP) reported that there was a power outage to the WWTP which caused a diversion of wastewater into an onsite retention pond. No wastewater was discharged offsite. The power has been restored to the WWTP, and the plant is back to normal operating conditions.

The City of Gainesville is isolating parts of the plant to prevent a washout. The city also states that the receiving stream is 2 feet from overflowing the banks, into the WWTP.

Era WSC is reporting that a lightning strike may have damaged a service pump, causing a loss of pressure. The water system is working on repairing the service pump to return the system back to normal operating condition.

Approximately 13 railcars and four locomotives derailed from a BNSF train in Cooke County. DFW Emergency Response staff made contact on-site with EPA and BSNF. The railcars were only hauling goods, including paints, soaps, food products, etc. The four locomotives had between 4,000 - 6,000 gallons of diesel each; two of the locomotives are leaking diesel and hydraulic fluid and the amounts for the other two are unknown. Earthen berms were made around the locomotives to hold spill. Released material also contained in a low-lying area near the derailment site. BNSF informed TCEQ that the berms around the derailed locomotives held up throughout the rain event. The rail line has been repaired and a couple of trains have passed through with no issues. Hard booms were placed in Spring Creek to capture any diesel fuel from the derailment. BNSF stated that no product was observed in Spring Creek. BNSF is currently constructing a road to the locomotives which is expected to be completed on May 13th, 2015. On May 11th, 2015, staff was on-site, the spill is contained and the cleanup is actively on-going. TCEQ will continue to monitor the clean-up activities.

A Public Water System (PWS) reported losing power for 30 minutes but maintained pressure above 20 psi, power and pressure was restored.

Dallas County:

The North Texas Municipal Water District (NTMWD) is reporting a 225,000 gallon SSO from the Spring Creek lift station in Richardson. NTMWD is preparing a public notification for the media and have notified the cities of Richardson, Garland, and Dallas. City of Dallas personnel and Garland Health Department were on site observing the creek and did not see any environmental impacts. Four Sanitary Sewer Overflows (SSO) were reported.

Denton County:

The City of Sanger is reporting a 50,000 gallons SSO from their WWTP, which has been contained on site, however, the SSO is still ongoing. The WWTP did not lose power at any time. Four SSO's were reported. Denton County is planning to dispose of hundreds of animal carcasses at the Denton Landfill. TCEQ DFW Region staff contacted the Denton landfill manager. The landfill confirmed they are capable of handling the disposal of the carcasses as special waste under the landfill's permit. At the request of the county, TCEQ DFW Region ER staff will be responding to the Denton County EOC to discuss debris management and requirements for temporary debris management sites.

Erath County: Two SSO's were reported. Three dairies have reported lagoon overflows due to rain events.

Fannin County: Two SSO's were reported. A PWS reported losing power for 45 minutes but maintained pressure above 20 psi, power and pressure was restored.

Grayson County: Twenty-six SS's were reported. Two PWS issued a Boil Water Notices (BWN). One PWS had a line break, the break was fixed and bacteriological samples were taken. The other PWS lost power due to lightning strikes at both pump stations which caused a fire and significant damage, power was restored and bacteriological samples were taken.

Henderson County: A dam on FM 317 was overtopping. The county Sheriff's Office has issued a voluntary evacuation for people who live between Athens Fish and Game Club Lake and Lake Athens. TCEQ staff along with the Henderson County Emergency Management Coordinator and the dam's owner representative conducted a preliminary inspection of the structure. The inspection showed significant damage to the structure and roadway. No leakage from the dam was observed, but if the dam were to overtop again it could be at risk for failure. The TCEQ Engineer removed two boards from the weir gate at the spillway which should help lower the water level by an additional foot. The TCEQ Engineer will meet the owner and their engineer at the dam on May 12th, 2015.

Nine PWS owned and operated by the same owner have experienced flood damage to water mains at low-water crossings. Additionally, 1 of wells is inoperable due to an electrical outage.

Hood County: Three SSO's were reported. Two PWS issued BWN's. One PWS had a main break due to heavy flooding. The main was repaired, lines flushed and a bacteriological sample were taken. One PWS had a main break caused by heavy flooding. The system is currently working to replace the main. Approximately 149 connections are impacted and 14 connections have no service.

Johnson County: One SSO was reported. Four dairies have reported lagoon overflows due to the rain events.

Navarro County: Three SSO's were reported. A PWS reported one of their plants was shut down but is back operational. Another PWS reported 20 connections are without water due to lightning strikes and a main break. The system issued a BWN.

Parker County: One SSO was reported.

Tarrant County: Eight SSO's were reported.

Wise County:

The City of Rhome WWTP reported a SSO of 15,000 gallons of sludge/influent due to the aeration basin overflowing.

The City of Boyd WWTP reported a washout of their entire treatment plant and sludge has entered the creek and into the Trinity River. The city will continue to monitor downstream of the WWTP.

Coyote Ridge Addition is reporting that the well is down due to storm. The water system has an emergency interconnection with a nearby water system and is currently being supplied with water. The well company is on site to repair the well.

A PWS issued BWN due to a pump failure. The system collected bacteriological samples. Another PWS issued a BWN due to a large water leak. The system is repairing the leak and collecting bacteriological samples.

Four SSO's were reported.

Texas Education Agency (TEA): Two of the five Van ISD school buildings were damaged in addition to the bus barn and administrative building. The Superintendent is evaluating options for the approximately 600 students affected to determine how they will finish the remainder of the school year.

Texas Department of Transportation (TxDOT): TxDOT crews are reporting minor flooding on multiple low volume FM roads throughout the state. Crews will continue to monitor the situation and remove roadway debris as needed.

Texas Military Forces (TxMF): A Ground Support Package (GSP) is stationed in Denton at the National Guard Armory. An Air Support Package (ASP) is stationed in Grand Prairie. An ASP is stationed in College Station. An ASP is stationed at Austin-Bergstrom International Airport (ABIA). A TxMF Liaison was activated to DDC-Tyler. A Military District Coordinator (MDC) was activated to Denton. A Public Affairs Officer (PAO) was activated to College Station to coordinate with an aviation aerial transportation package.

Resource Kind and Type	Quantity	# Personnel	Status	Resource Location
Ground Support Package	1	26	Available	Denton
Aerial Transportation Package	1	3	Available	Grand Prairie
Aerial Transportation Package	1	3	Available	College Station
Aerial Transportation Package	1	3	Available	Austin (ABIA)
PAO	1	1	Activated	College Station
TxMF Liaison	1	1	Available	Tyler
MDC	1	1	Available	Denton

American Red Cross (ARC): ARC is in contact with local Emergency Management in the following counties to offer Red Cross assistance, gain and share situational awareness and determine the accessibility of impacted areas and the safety conditions before sending Red Cross workers to the affected areas: Eastland, Erath, Parker, Tarrant, Hood, Johnson, Dallas, Grayson, Cooke, Denton, Montague, Wise, Collin, Wilbarger, Archer, Wichita, Reeves and Hill. In response to flooding in Krum (Cooke County), a number of individuals were airlifted from their

homes via helicopter. To support clients impacted by the flooding, the Red Cross has opened a shelter in Denton. ARC also has opened a shelter in Van, with a census of 50; and an independent shelter is open in Corsicana with a census of 15. Impacted residents in areas such as Bowie, Rhome, Van Alstyne, Electra, Cisco and other affected communities have had families to stay with. By late afternoon we had been in contact with approximately 40 families in area and we will be distributing supplies and completing DA as soon as it is safe. As of 9:48 AM Monday morning, the Cisco damage assessment revealed 3 homes destroyed and 1 with minor damage.

American Red Cross has activated its safe and well website for survivors to check in.
<https://safeandwell.communityos.org/cms/index.php>

Civil Air Patrol- U.S. Air Force Auxiliary (CAP): Eight fixed wing aircraft are available across the state. (Weather dependent)

Public Utilities Commission (PUC): Oncor has approximately 5,400 customers without power.

Texas Department of State Health Services (DSHS): DSHS is manifesting the State Medical Operations Center (SMOC) personnel for weekend activation (currently on standby). DSHS will have a representative at the SOC 24/7. They are gaining situational awareness in the affected area (Health Service Region 2/3) and tracking incident costs. There are no unmet needs at this time. There is a DSHS ESF-8 representative at the SOC as of 0700 hours on May 11th, 2015. An AMBUS from EMTF-4 (Palestine) responded to an incident in Van Zandt County. A Medical Incident Support Team (MIST) member, AMBUS (EMTF-2 Dallas) and ambulance strike team (EMTF-2 Dallas) have been demobilized as of 3:30 PM on May 11th, 2015. Disaster Behavioral Health is monitoring the situation. A total of 31 patients have been transported to hospitals in Tyler.

Resource Kind and Type	Quantity	# Personnel	Status	Resource Location
Ambulance Strike Team	1	11	Demobilized	
AMBUS	1	6	Demobilized	
MIST Member		1	Assigned	DDC-Tyler
SOC Liaison		1	Assigned	SOC
HSR Liaison		1	Assigned	DDC-Tyler

Texas Health and Human Services Commission (HHSC): Health and Human Services Commission along with 2-1-1 is monitoring the situation. HHSC has 2 personnel at the SOC.

Texas Department of Family and Protective Services (DFPS): DFPS is participating in the SOC activation. They are in the process of checking the welfare of conservatorship children and staff in Van Zandt County. No internal Incident Management Teams (IMTs) have been activated at this time, and there has been no alteration to standard operations. DFPS continues to monitor the situation closely.

Texas Voluntary Organizations Active in Disaster (VOAD): Texas Voluntary Organizations Active in Disaster vice-president is on duty at the State Operations Center (SOC). A conference call of the Texas VOAD membership was held at 11:00 AM (CDT) this morning to coordinate

efforts. Most VOAD agencies are standing by for recovery, and there are no unmet needs. Operational information from specific VOAD agencies follows:

Adventist Community Services Disaster Response

Standing by and prepared to deploy the clothing distribution truck if needed.

Feeding Texas

Unable to reach 4 food pantries in the Cisco and Eastland areas. One food pantry is operational in Eastland. All food banks are currently functioning as normal and ready to respond as needed.

Southern Baptist of Texas Convention Disaster Relief Ministry

Cleanup team on site in Morgan Mill for tree removal. Cleanup team en route to Ennis for requested flood response. Cleanup team preparing to deploy to Cisco for requested house debris removal. Assessment team in Van and multiple response units (feeding, cleanup recovery, chaplain) on standby and alert. Assessment Teams also in Hill, Ellis, and Navarro Counties.

ALERT

Currently responding in Van.

Victim Relief Ministries

Assets on the ground in Van (Van Zandt County). Planning to pull back from the red zone and setting up operations at the Church of Garden Valley.

United Methodist Committee on Relief (UMCOR)

Central Texas UMCOR sent a chainsaw team to Morgan Mill (Erath County) to assist with tree and debris removal. Planning to deploy additional teams.

Missions on Wheels (Available resources if needed):

- ADA Shower Trailer currently in Llano; available to deploy after May 12th
- Generator Trailer is deployable.
- Bunk Trailer is currently available, but may be requested for II LTRC.

VOADs on Standby

Save the Children is closely monitoring and stands ready to help support unmet needs of children.

Team Rubicon is on standby.

OneStar Foundations's AmeriCorpus Texas program – Texas Conservation Corps at American Youthworks has 18 AmeriCorps members standing by, prepared to deploy if the need for a Volunteer Reception Center or other support need should arise.

The Salvation Army (TSA): The Salvation Army activated a liaison for the SOC to monitor any requests. The liaison was active beginning May 9th, 2015. Abilene Corps responded to Cisco on May 10th after the local Emergency Management made a request. Emotional and spiritual care as well as meals, hydration and snacks were provided to first responders and survivors. Abilene Corps is responding again today to provide identical services.

The local fire chief in Corsicana requested that the Corsicana Corps open a shelter at 10:00 PM (CDT) on May 10th. The shelter total last night was 16. As of 10:00 AM (CDT) May 11th, 11 people are still present, with five leaving within the next few hours.

Tyler Corps responded to Van at 8:00 AM (CDT) this morning. Services provided will be updated once there is confirmation.

Resource Kind and Type	Quantity	# Personnel	Status	Resource Location	Notification Time Required
Liaison	1	1	Active	SOC	
Shelter	1		Active	Corsicana Corps	
Mobile Kitchen	1		Active	Cisco	
ESC Team	1		Active	Cisco	
Mobile Kitchen	1		Active	Van	
ESC Team	1		Active	Van	

This table displays TSA's resources only.

FINAL COMMENTS: The State Operations Center (SOC) increased its activation level to Level II (Escalated Response Conditions) effective at 7:00 AM (CDT) Friday May 8th, 2015. The SOC held a severe weather event conference call with the National Weather Service and State agency representatives at 10:00 AM (CDT) yesterday morning. The Texas Division of Emergency Management (TDEM) continues to monitor the situation and will provide additional situation reports as needed.

The four levels of SOC activation are:

- Level I (Emergency Conditions)
- Level II (Escalated Response Conditions)
- Level III (Increased Readiness Conditions)
- Level IV (Normal Conditions)

This Situation Report can be found on the TDEM webpage at www.txdps.state.tx.us/dem.

W. Nim Kidd, CEM, TEM

Chief

Texas Division of Emergency Management

Assistant Director

Texas Homeland Security

Texas Department of Public Safety



Fire Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kyle Mills, Deputy Fire Chief
CC: Mark Metdker, Public Safety Director
Date: June 9, 2015
Re: Digital Radio Equipment Purchase

Action Requested:

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

Background Information:

The purchase of this equipment will replace the entire fleet of radios for Fire and Police. This is a federal mandate called Project 25. This purchase will bring the City of Celina into compliance with the Project 25 mandate.

Board Review/Citizen Input:

This item has been through Public Safety Committee and Finance and Government Committee.

Alternatives:

No alternatives are available.

Financial Considerations:

The cost of the entire system is \$435,000.

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends approval

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Mike Foreman, City Manager
Date: June 9, 2015
Re: <Insert Subject/RE Here>

Action Requested:

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

Background Information:

Due to rapid growth of staff at City Hall, open areas must be re-purposed into office space. Additionally, the Municipal Court/Utility Billing area will be secured.

City Hall Remodel Committee:

Sean Terry, Mayor

Carmen Roberts, Mayor Pro-Tem

Wayne Nabors, Councilman

Mike Foreman, City Manager

Helen-Eve Liebman, Planning and Development Director

Committee Recommendation:

Based on the scoring criteria stated in the RFP/RFQ, the committee voted to recommend Hill & Wilkinson to the City Council.

Supporting Documents:

Bid Summary

Staff Recommendation:

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.



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

Bid Summary: City Hall Remodel

Firm	Construction Bid	Architect Bid
Crossland Construction	\$5,500*	
Hill & Wilkinson	\$5,000	\$1,500
Pogue Construction	\$10,000*	Komatsu: Based on Qualifications
BRW		Based on Qualifications
RPGA		Based on Qualifications

*Based on \$100,000 budget

Attachment: Bid Summary (1118 : Remodel Bid Award Action)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: June 9, 2015
Re: Parks and Open Space Project Funding

Action Requested:

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

Background Information:

The City of Celina will apply for the 2015 Collin County Open Space Funding Assistance Program. The City will use grant funds to purchase land to expand Old Celina Park.

Financial Considerations:

The purchase price for the expansion of Old Celina Park is still be negotiated.

Staff Recommendation:

Approve

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

RESOLUTION NO. 2015-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA HEREINAFTER REFERRED TO AS “APPLICANT”, DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTION FOR AND ON BEHALF OF THE “APPLICANT” IN DEALING WITH COLLIN COUNTY, HEREINAFTER REFERRED TO AS “COUNTY”; FOR THE PURPOSE OF PARTICIPATING IN THE “COUNTY’S” PARKS AND OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM, HEREIN AFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE “APPLICANT” IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE “APPLICANT” MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PUBLIC RECREATIONAL USES.

WHEREAS, the “Applicant” is fully eligible to receive assistance under the “Program”; and

WHEREAS, the “Applicant” is desirous of authorizing an official to represent and act for the “Applicant” dealing with the “County” concerning the “Program”;

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

Section 1: That the “Applicant” hereby certifies that they are eligible to receive assistance under the “program”;

Section 2: That the “Applicant” hereby certifies that the maximum matching share of \$1,500,000.00 for this application is readily available at this time;

Section 3: That the “Applicant” hereby authorizes and directs the city manager to act for the “Applicant” in dealing with the “County”, and is hereby officially designated as the representative in this regard;

Section 4: The “Applicant” hereby specifically authorizes the official to make application to the “County” concerning the site Abs A0124 Henry Bentley Survey, Tract 9, 38.545 Acres. The site is hereby dedicated for a public park and recreation purposes in perpetuity.

PASSED THIS 9TH DAY OF JUNE, 2015

Sean Terry, Mayor

Vicki Faulkner, City Secretary



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutouchian, Finance Director
CC: Mike Foreman, City Manager
Date: June 9, 2015
Re: Certificates of Obligation

Action Requested:

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

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

none

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

RESOLUTION NO. 2015-__R

A RESOLUTION approving and authorizing publication of notice of intention to issue certificates of obligation and declaring expectation to reimburse expenditures with proceeds of future debt.

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 improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (the "Project") and professional services rendered in connection with such projects and the financing thereof; 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 the Certificates; and

WHEREAS, under Treas. Reg. § 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; 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 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.

SECTION 2: 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 improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, and 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.

SECTION 3: 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 4: 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 5: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page intentionally left blank]

PASSED AND ADOPTED, this June 9, 2015.

CITY OF CELINA, TEXAS

ATTEST:

Mayor

City Secretary

(City Seal)

Attachment: CELINA CO 2015 - Intent Resolution - Phase II - with reimbursement declaration (1133 : Certificates of Obligation)

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 6:30 p.m. on the 11th day of August, 2015, in the City Council Chambers located at 302 W. Walnut 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 \$27,500,000 for the purpose of paying contractual obligations to be incurred for improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, and 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 CO 2015 - Intent Resolution - Phase II - with reimbursement declaration (1133 : Certificates of Obligation)