



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, June 12, 2018 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. New employee introductions. (DeBuff, Jackson)
- B. Discussion regarding the development of a Trails Master Plan. (Jackson)
- C. Presentation regarding Strategic Plan draft. (Jackson)
- D. Discussion regarding any and/or all agenda items.

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, and Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

- A. Discussion regarding a resolution of the City Council of the City of Celina, Texas finding that a public necessity exists to acquire a public wastewater utility easement in real property as a portion of a tract of land generally described as being located in the Richard Alderson survey, abstract number 7, Collin County, Texas, generally located south of FM 428 and north of Carey Road; providing notice of an official determination to acquire real property for a public utility easement

accepting the appraisal report and acknowledging prior bona fide offers of just compensation made for the easement; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of an easement on said tract as negotiations were unsuccessful; appropriating funds from an effective date.

- B. Discussion regarding Amendment #1 to the Old Celina Reimbursement Agreement. (Laumer)

- C. Discussion regarding a resolution of the City of Celina, Texas, approving and authorizing the city manager to execute an agreement related to the acquisition of real property by the city; authorizing the city manager to negotiate and execute all documents necessary for the City to acquire real estate property for the City of Celina, Texas to serve a municipal purpose; and providing for an effective date.
- D. Discussion regarding Dynavest Joint Venture filing of Petition for Consent to Include Land in a Municipal Utility District. (approximately 1808.10 acres located in Celina's extraterritorial jurisdiction).
- E. Discussion regarding a resolution approving an official annexation policy for the City of Celina. (Laumer)

Reconvene Into Open Session
- F. Consider and act upon item A.
- G. Consider and act upon item B.
- H. Consider and act upon item C.
- I. Consider and act upon item D.
- J. Consider and act upon item E.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Oaths of Office - City Council
- B. Needum Proclamations
- C. Sons of the American Revolution Presentation to Andrew Needum

VI. OPEN FORUM:

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

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

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

- A. Minutes Approval:
 - 1. City Council - Regular Meeting - May 8, 2018 5:00 PM
 - 2. City Council - Canvass - May 16, 2018 12:00 PM

- B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, changing the name of portions of County Road 84 to "Wells Road." (County Road Name Change) (Jackson)
- C. Consider and act upon a Construction Plat for Mustang Lakes Phase 3A and an Amended Plat of Lot 3X, Block J of Mustang Lakes Phase 2B being an approximately 108.700 acre tract of land situated in the Coleman Watson Survey, Abstract No. 946, Collin County, Texas, generally located west of FM 2478 (Custer Road) and north of FM 1461 (Frontier Parkway). The plat is comprised of 251 residential lots and thirteen (13) open space lots. (Mustang Lakes Phase 3A) (Jackson)
- D. Consider and act upon a Construction Plat for Mustang Lakes Phase 3B being an approximately 25.679 acre tract of land situated in the Coleman Watson Survey, Abstract No. 946, Collin County, Texas, generally located west of FM 2478 (Custer Road), north of FM 1461 (Frontier Parkway), south of County Road 88, and east of County Road 84. The plat is comprised of 109 residential lots, and seven (7) open space lots. (Mustang Lakes Phase 3B) (Jackson)
- E. Consider and act upon a Final Plat for Light Farms The Sweetwater Neighborhood, being an approximately 38.40 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, generally located north of Frontier Parkway, south of County Road 51, west of the BNSF Railroad, and east of Dallas North Parkway, containing 179 residential lots, and five (5) open space lots. (Light Farms Sweetwater) (Jackson)
- F. Consider and act upon a Final Plat for Creeks of Legacy West Phase 1 being an approximately 54.260 acre tract of land situated in the J McKinn Survey, Abstract No. 889, the W. Phillips Survey, Abstract No. 1029 and the A. Thomasson Survey, Abstract No. 1265, Collin County, Texas, and generally located at the northwest corner of Frontier Parkway and Legacy Drive. The plat is comprised of 188 residential lots, and nine (9) open space lots. (Creeks of Legacy West Phase 1) (Jackson)
- G. Consider and act upon a Construction Plat for Phase 1 of Greenway 63, being an approximately 35.900 acre tract of land in the I. C. Williamson Survey, Abstract No. 943, Collin County, Texas. The property is generally located east of County Road 52 west of BNSF Rail Road and north of County Road 51, south of FM 428. The plat is comprised of 130 residential lots and twenty-four (24) common area/HOA lots. (Greenway 63) (Jackson)
- H. Consider and act upon a Final Plat for Buffalo Ridge Phase 2 being an approximately 29.661 acre tract of land situated in the L. M. Boyd Survey, Abstract No. 48, Collin County, Texas, generally located north of County Road 100, east of Preston Road, west of County Road 99, and south of County Road 134. The plat is comprised of 98 residential lots, and four (4) open space lots. (Buffalo Ridge Phase 2) (Jackson)
- I. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Norris Design to develop a Trails Master Plan for a not to exceed amount of \$59,980. (Jackson)
- J. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and E.L. Marks to waive fees related to water meter installation. (E.L. Marks Fee Waiver) (Laumer)

- K. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Lucky Q Investments, LLC to allow temporary gravel parking. (Frontier Golf Carts Parking Waiver) (Laumer)
- L. Consider and act upon increasing authorized demand of purchased water from the Upper Trinity Water District. (Fourmentin)
- M. Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and T-Mobile West, LLC (T-Mobile) located at the Light Farms elevated storage tower. (Fourmentin)
- N. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Prime Source Construction in the amount of \$115,700 for roof replacement at City Hall, Senior Center, Library and Police Department. (Fourmentin)
- O. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Specialty Land Services LLC for Professional Consulting Services. (Brawner)
- P. 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. (Matehuala)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider, and act upon an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 4.70 acre tract of land located in the M.E.P. and P. Ry. Co. Survey, Abstract No. 653, Tract 12, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein; such tract is generally located on the west side of Preston Road (SH 289), and approximately 300 feet north of Mark Alexander Court. (GG&S Annexation) (Jackson)
- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 4.70 acre tract of land situated in the M.E.P. and C.Ry.Co. Survey, Abstract No. 653, Collin County, Texas, from AG, Agricultural zoning district to PD, Planned Development zoning district with an underlying zoning designation of RO, Retail Office zoning district, and the Preston Road Overlay. The tract is located on the west side of Preston Road approximately 300 feet north of Mark Alexander Court. (GG&S Zoning) (Jackson)
- C. The Celina City Council will conduct a public hearing to consider proposed assessments to be levied against the assessable property within the Glen Crossing Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. The boundaries of the District include approximately 109.090 acres of land generally located in the area encompassed directly south of CR 55, north of CR 53, directly adjacent to the west of CR 1117, and east of Private Road 5281 and CR 52. (Glen Crossing Public Hearing) (DeBuff)

- D. The Celina City Council will conduct a public hearing to consider proposed assessments to be levied against the assessable property within the Wells South Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. The boundaries of the District include approximately 400.524 acres of land generally located in the area encompassed by the northeast corner of the intersection of FM 1461 and Coit Road, northwest intersection of FM 1461 and CR 84, and the southwest corner of CR 84 as it turns west. (Lilyana PID Public Hearing) (DeBuff)

IX. ACTION ITEM:

- A. Consider and act upon acceptance of a bid for a delinquent property tax parcel at 204 S. Arkansas Street from Real Deal International Group, LLC. (Toutounchian)
- B. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Willco Underground in the amount of \$283,364.40 for the Ownsby Parkway East Sanitary Sewer project. (Brawner)
- C. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and TRC Solutions to provide preliminary engineering design for Glendenning Parkway from Preston Road (SH 289) to FM 423. (Brawner)
- D. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Dunkin Sims Stoffels Inc. to provide concept design for the expansion of Old Celina Park. (Brawner)

X. ADJOURNMENT:

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

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



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

Date Notice Removed



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Strategic Plan

Action Requested:

Presentation regarding Strategic Plan draft. (Jackson)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

City of Celina Strategic Plan - Draft

Staff Recommendation:

CITY OF CELINA

STRATEGIC PLAN

2018-2019





CITY OF CELINA STRATEGIC PLAN 2018-2019

Attachment: Celina Draft Strategic Plan (Strategic Plan)



*"The City is what it is
because our citizens
are what they are."*

-Plato

Prepared by:



May 2018



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MAYOR
Sean Terry


Celina is doing great things, and I am proud to have served the community through many challenges and successes so far. We continue to maintain the small town charm that is bringing so many new people to the area, while staying progressive and keeping our eyes looking forward to the future.

"Coming together is a beginning; keeping together is progress; working together is success."

- Henry Ford

Our community is experiencing rapid growth, and your City Council is determined to make Celina the best it can be. Numerous projects and plans have been implemented to make our community greater, and we are not finished yet! Among many other priorities detailed in this Strategic Plan, we are working to revitalize Downtown and position it for its next chapter—one of significant vitality, entertainment, and development. This Plan is our new guide for decision-making and gives us a clear picture of what we are trying to achieve for Celina's future.

The Plan was made and developed utilizing community feedback and ideas, first and foremost. We administered a Community Survey in early 2018, which gave us a great foundation and significant guidance for what this Plan should include. We, as your City Council, truly care about Celina's future and we are committed to implementing this new Vision. We developed this document with strong and committed hearts and in a spirit of respectful collaboration. I welcome you to read over and share this Plan with your neighbors, friends, and coworkers. We couldn't have done this without the participation of our great community, and I look forward to sharing in Celina's success with all of you for many years to come.

Sincerely,

CITY OF CELINA

CITY COUNCIL



Chad Anderson
Mayor Pro Tem
Place 6



Bill Webber
Place 1



Wayne Nabors
Place 2



Andy Hopkins
Place 3



Carmen Roberts
Place 4



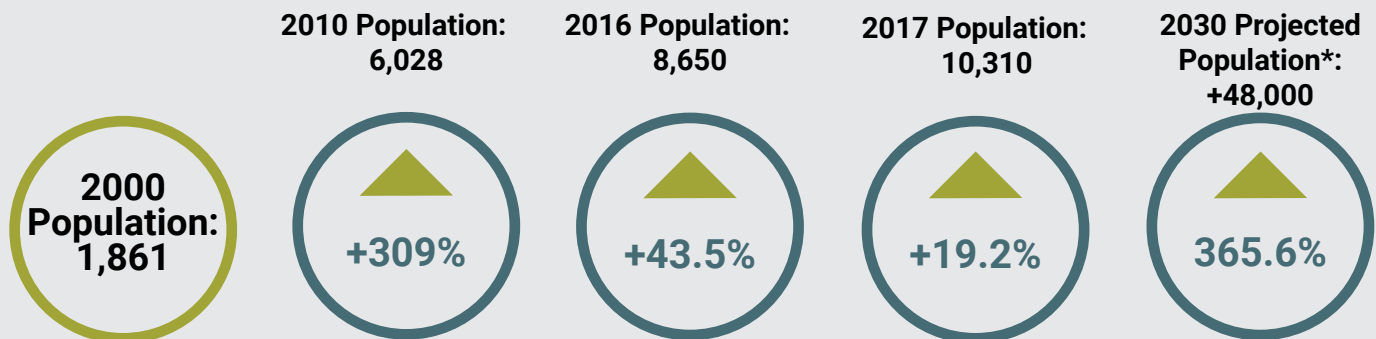
Mindy Koehne
Place 5



CELINA, TX

Celina has seen explosive population growth since the turn of the millennium, and the population is projected to continue to increase dramatically over the next decade. While maintaining its small town charm, Celina has attracted the attention and investment of many potential residents and businesses, with growth at a pace and type to credit Celina with the title of “America’s Next Boomtown.” The City is dedicated to making sure that new growth is done in a planned, controlled, and strategic fashion. Celina wants to maintain its rural and country feel while facilitating new development and improvements in the right way.

This Strategic Plan is a first step in ensuring that Celina grows with purpose and without losing what has made it so special up to this point. Celina has a premier location, approximately 40 miles north of Dallas, and its residents have the benefit of being able to commute to the thousands of jobs within the DFW Metroplex, and experience the amenities of the region, while also experiencing the “hometown vibe” of Celina and its close-knit community. As reflected in this Plan, Celina aims to leverage its assets and have laser-like focus on achieving its Vision for the future.



**Based on 2013 housing development plans. This number is likely to rise significantly.*

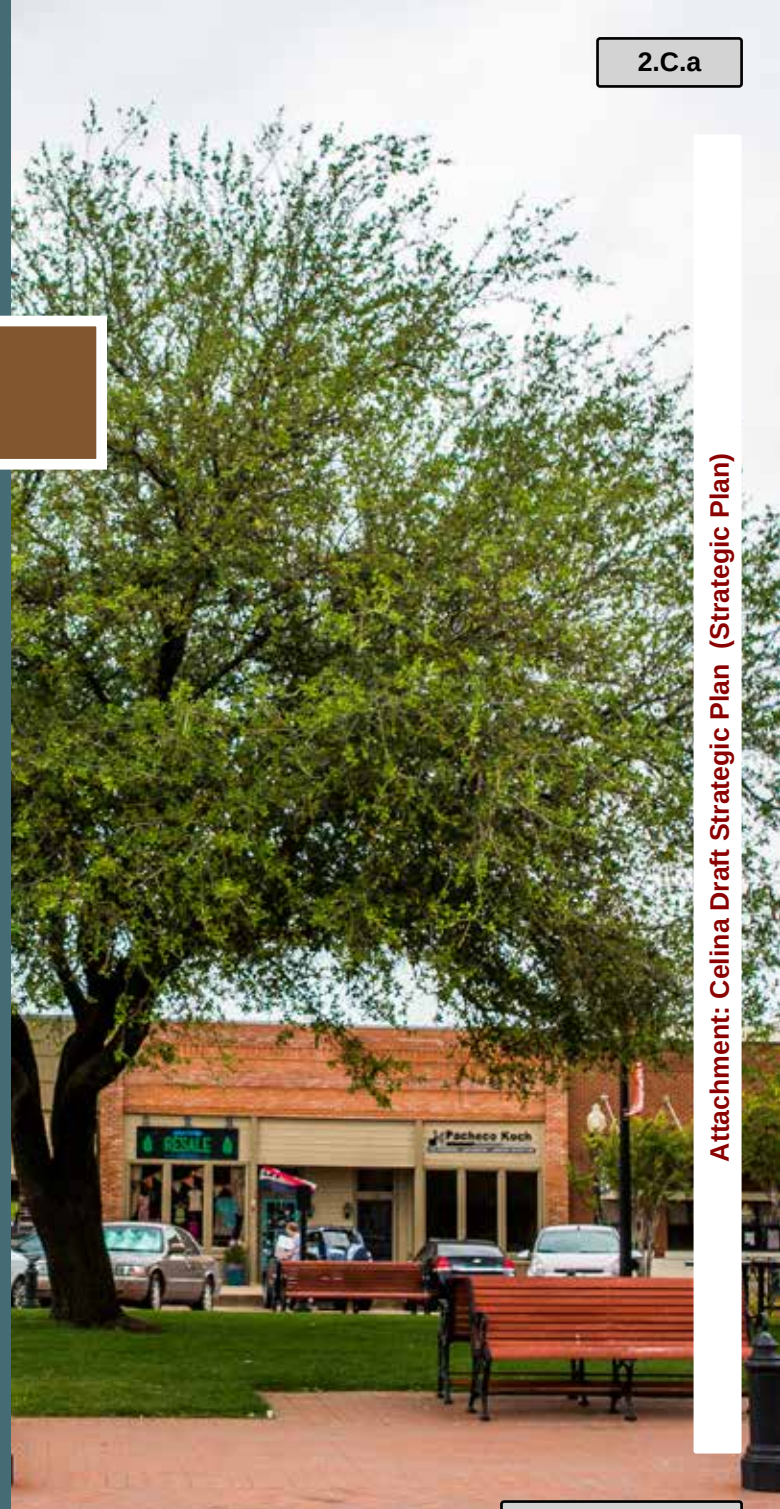
In 2015, the city had approximately 24 square miles, 75 percent of which were vacant or in agricultural use. In 2018, the city has grown to approximately 29 square miles but could extend to as much as 78 square miles at build-out.

OUR WHY

Core Purpose

The City organization exists to:

- Provide a unique and extraordinary quality of life;
- Deliver services and amenities of the highest value and efficiency;
- Ensure a safe and peaceful community;
- Encourage and refine a strong sense of community and a unified Celina Family;
- Create and improve technology and mobility connections;
- Preserve and amplify the city's assets; and
- Make it easy for the uses and businesses consistent with our Vision to locate/start, stay, and grow in Celina.



OUR VISION // CELINA'S FUTURE

We have a deep understanding that to be truly great, we must make a series of good and strategic decisions, which are consistent with our Vision Framework, over an extended period of time. Our efforts and resources will reside in the areas where our three spheres intersect.

Vision Framework



To preserve our agricultural heritage and flourish as a close-knit and ever-growing Celina Family during explosive and planned growth of our city, while providing a unique and extraordinary quality of life, complemented by a significant array of high tech and desirable businesses, agritourism assets, special places, and connections.

25-Year Goal
Our Mission

Packet Pg. 16

CORE VALUES

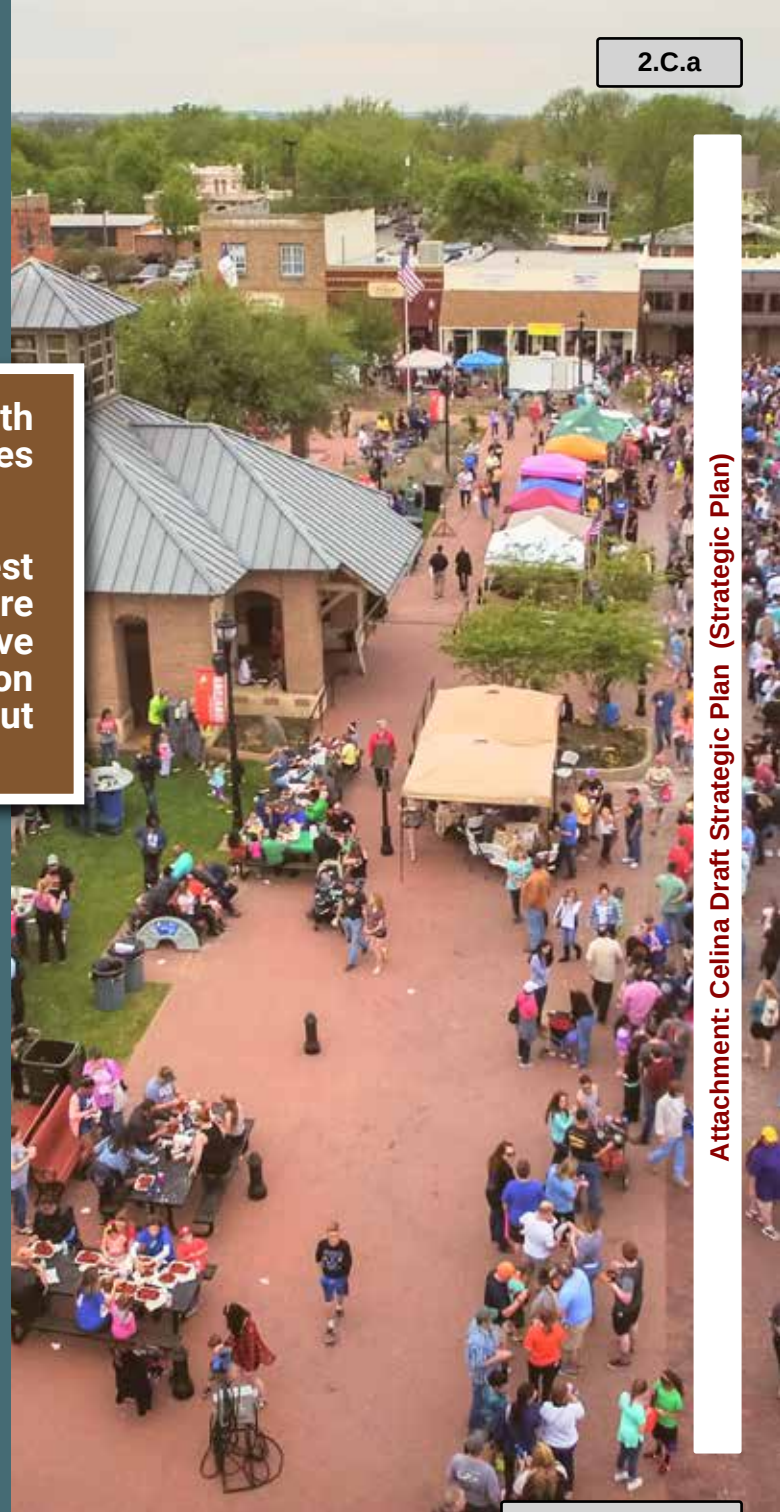
WHAT WE ARE

DEEPLY PASSIONATE ABOUT

Our Core Values were developed by both City Staff and City Council through a series of meetings and workshops.

These Core Values represent our highest aspirations, our moral code, and what we are deeply passionate about. We truly believe that these are present in our organization and should remain present throughout everything we do.

- Integrity
- Excellence
- Community
- Unselfish Service



OUR TWO-YEAR GOALS

We developed these goals by taking a close look at where the spheres in our Vision overlap: what we are deeply passionate about, what fuels our economic engine, and what we can be the best at.

Provided below is the summary of our two-year goals which are distilled in more detail offline for administration purposes. Although the anticipated projects associated with each one are anticipated to be completed, most of these goals can be repeated in future planning efforts because they should never stop.

As a City Council, we recognize that we cannot achieve our goals without a strong financial and economic standing. We also recognize that for our economic engine to run and be sustainable for the long haul, we have to fuel it proactively and consistently with solid policies, decisions, and action. Fuel for our economic engine permeates our goals—we will pump our resources and efforts into them with all of our might.

We have highlighted what we have determined that we can “be the best at” throughout the goals. Celina has a unique set of assets and constraints that govern what it can realistically be successful at doing. To achieve being the best at these efforts, devoting energy in a consistent and unified direction is key.

1. Share our story.
2. Plan the city.
3. Enhance quality of life in Celina.
4. Beautify & brand Celina.
5. Support & grow emergency services.
6. Preserve, enhance, revitalize, & grow Downtown.
7. Attract & cultivate the right development in the right places.
8. Develop a highly advanced technology & mobility infrastructure.
9. Pursue innovative learning partnerships.
10. Create & encourage agritourism opportunities.



GOAL 1:

SHARE OUR STORY

Communication, marketing, branding, and education are all themes that came out of the 2018 Community Survey. We will do a better job of sharing our story through what we say, what we publish, the improvements we construct, and the things we do. We want to share what we are working on, the great things happening in Celina, and who we are as a city. We are improving efforts online through the City website and through City social media, as well as in person to communicate the stories, efforts, events, and information that matter to Celina.

SAMPLE ANTICIPATED PROJECT

Develop an **Engagement Calendar**, coinciding with the budget process each year, which identifies quarterly Homeowners Association (HOA) Forums and Special Topic Townhall Meetings. These proactive engagement gatherings will be utilized to Share our Story in a more frequent and effective manner.

Benchmark: Completed and published Engagement Calendar reflecting four HOA Forums and two Special Topic Townhall Meetings within each fiscal year. First Engagement Calendar published targeted in 2019.



GOAL 2:

PLAN THE CITY

Planning is essential to identifying what our needs are, what we can do to better Celina, and how we can take action. Initiating key planning efforts is a great way to give us the roadmaps to make the improvements we want and need. In the 2018 Community Survey, there was a significant theme regarding the need to control and plan for current and future growth and that branding and marketing of Celina, in addition to Sharing our Story.

As part of planned growth, communication, and economic development, we see multiple needs that are translated into our goals in this Plan, but our biggest needs are to establish a Vision and implement that Vision in a timely and efficient manner.

We have taken the first step of that equation with this Strategic Plan and have identified our Vision. We have begun to implement the Vision already, and we will continue to stay the course and take strategic action.

SAMPLE ANTICIPATED PROJECT

Create and publish a **Comprehensive Plan Update** that pays special attention to the future land use plan, mobility, parks and recreation, housing choice, economic development (including agritourism), and topics/areas needed for further study and planning.

Benchmark: Completed and published Comprehensive Plan Update targeted by 2020.

GOAL 3:

ENHANCE QUALITY OF LIFE IN CELINA

Quality of Life is a broad term, but in this Plan, we define it as the level of satisfaction to live, work, play, visit, and learn in Celina. We intend for the Quality of Life in Celina to be unique and extraordinary with an emphasis on the following:

- Outstanding safety and security with ready and available emergency services;
- High quality and innovative schools and learning, from infants all the way through to adults;
- Diverse housing choices in price, type/form, location, and amenities;
- Special places and destinations which provide entertainment, community gathering, and beautiful scenery;
- Mobility connections and choices which make travel to, through, and within the city an enjoyable experience; and
- Exceptional parks and recreation facilities and programming.

We can be the best at: Housing Choice

Housing choice is becoming a national issue, and more locally in DFW, housing is reaching a crisis level in many areas. We want to stay ahead of the housing challenges occurring elsewhere and ensure that we are providing a sustainable and diverse array of housing choices—in price, form/design, amenities, and locations.

From rural estate lots and properties, to traditional single family residential, to multi-story mixed-use buildings with apartment units, and everything in between, we will be the best at providing housing choice—so that we “do living right.” We intend to pay special attention at the pricing of our housing to ensure that the entire spectrum is provided: affordable housing, middle price ranges, and upper end housing. We will plan for and take action to provide extensive housing choice in Celina by tackling projects such as a Comprehensive Plan update to identify more specific strategies to accomplish the level of choice we need.

SAMPLE ANTICIPATED PROJECT

Create and publish **Parks, Recreation, and Trails Master Plans** which provide needs assessments and Vision for the future of our Parks and Recreation System to include park facilities, recreation programming and sports, open or natural areas, and trails.

Benchmark: Completed and published Parks, Recreation, and Trails Master Plans targeted by 2020.

GOAL 4:

BEAUTIFY AND BRAND CELINA



Another key theme coming from the 2018 Community Survey and our Vision is that beautification and branding of Celina is paramount.

We want to ensure that placemaking that Shares our Story and communicates our brand is undertaken within our major corridors (ex. Preston Road, Dallas Parkway, FM455/Walnut Street, etc.). Gateways at major points on the city's perimeter and branding stations within the city will be explored and constructed. We will identify our brand and translate it to the city's physical improvements—it will be beautiful, meaningful, and coordinated.

We can be the best at: Festivals

Festivals are near and dear to our community. The festivals we have are well received and enjoyed by the community, but we want more, and we want better. We want to be the best at festivals, and we know we can be.

We intend to combine our assets, brand our efforts, and really focus on what festivals would be most appropriate for Celina, where each festival can and should be held, and what we need to do to implement new and improved festivals. We recognize that many of our goals in this Plan hinge on our Quality of Life and branding, and festivals are a major component to bringing people together and providing family friendly entertainment.

SAMPLE ANTICIPATED PROJECT

Create and publish a **Branding Strategy** to assist the City in establishing a recognizable identity for Celina that can be communicated through messaging, physical improvements, and programming.

Benchmark: Completed and published Branding Strategy targeted by 2020.



GOAL 5:

SUPPORT AND GROW EMERGENCY SERVICES



Our safety and security is very important to us, and we realize that to accommodate growth properly in Celina, we need to proactively support and grow emergency services (Police, Fire, and EMS). Once needs are identified, we will support those needs with phased Capital Improvements, the operating budget, or other funding and scheduling as required or applicable. Safety and security is one of the most basic human needs and also one of the biggest drivers of economic development and Quality of Life in cities. Public Safety and emergency services are strengths in Celina, and we intend to fortify them.

SAMPLE ANTICIPATED PROJECT

Develop and publish a an **Emergency Services Capacity/Needs Assessment** for Celina's. The Needs Assessment should cover, at minimum, personnel (salaries, recruiting, longevity, etc.), facilities, and equipment for a 20-year timeframe.

Benchmark: Completed and published Emergency Services Capacity/Needs Assessment targeted in 2019.

GOAL 6:

PRESERVE, ENHANCE, REVITALIZE & GROW DOWNTOWN



Downtown is a focal point in Celina, and it is one of our biggest strengths and opportunities as identified in the 2018 Community Survey. It represents the heart of our community, and we recognize its importance to our Quality of Life and economic development. In order to preserve its character, enhance its position in the market and its destination potential, revitalize its vacant spaces, and create new opportunities for growth in our core, we intend to aggressively push on the planning and improvement of Downtown.

SAMPLE ANTICIPATED PROJECT

Create and publish a **Downtown Master Plan**. To establish the vision of what Downtown should look like and how it should evolve, the Downtown Master Plan should establish that vision through illustrative concepts and supporting text and recommendations. The Plan should address the existing conditions, as well as future opportunities and strategies. It should also detail physical aspects of development and the economic impacts that it could bring.

Benchmark: Completed and published Downtown Master Plan targeted in 2018.

GOAL 7:

ATTRACT & CULTIVATE THE RIGHT DEVELOPMENT IN THE RIGHT PLACES

We can be the best at: Special Places & Destinations

We intend to provide a plethora of special places and destinations in Celina for both our residents and our visitors to enjoy and experience. We have many special places and destinations that will be collected and grown as part of a push to be the best location, near and far, for special places and destinations.

Among top opportunities identified in the 2018 Community Survey were more businesses and retail, parks and recreation, Downtown and Square, more restaurants, aquatics, nature protection/green spaces, and more activities/entertainment.

From website information, to wayfinding signage, to platforms that advertise restaurants, parks, entertainment, and other venues, we will proactively identify our special places and destinations, and we will market them to the best of our abilities. We will create new special places and destinations—where people enjoy living, working, playing, and learning—and we will “shout them from the rooftops.”

We want to make it easy for great development to happen in the best and most appropriate locations: right development, right place. We intend for our Vision to align with our policies and actions to ensure that the businesses and housing choices we want in Celina go through a smooth development process, with clear expectations, and result in special places with high quality construction.

We will provide and/or coordinate the physical infrastructure and tools required to exceptionally manage growth and attract desired development. As a component to clear expectations, we will continue to articulate our specific needs and foresight in our future plans and policies, which will be grounded in a market-based reality.

SAMPLE ANTICIPATED PROJECT

Create and publish an **Economic Development Tools Strategy**, which details the incentive and support tools available to further the City's economic development and to achieve the Vision.

The Strategy should detail development scenarios that include type and scale of development with appropriate incentives, agreements, or tools to facilitate each scenario. The Strategy should function like an economic development playbook that guides decision-making when trying to ensure the Right Development is coming in at the Right Places.

Benchmark: Completed and published Economic Development Tools Strategy targeted in 2019.

GOAL 8:

DEVELOP A HIGHLY ADVANCED TECHNOLOGY & MOBILITY INFRASTRUCTURE

We can be the best at: Connectivity

Connectivity can be defined in numerous ways, but as we define it here, it refers to the closeness of people in the community, technology infrastructure, and mobility. We can be the best at connecting people.

Efforts such as providing high quality multi-modal mobility improvements (trails, bike lanes, roadway upgrades, sidewalks, etc.) can have a dramatic effect on Quality of Life and on our ability to provide the other areas we can be the best at.

Connectivity also refers to the ever-changing world of technology—one in which we intend to stay on top of. We intend to provide or coordinate prevalent fiber broadband technology for superb internet speeds and prices, i.e. becoming a Gigabit City. We will provide or coordinate technology and power infrastructure construction in strategic areas. We can provide a connected Celina, and we can be the best at it.

Technology always changes, and there are constantly new innovations in almost every facet of life. We intend to harness these dynamics to our advantage to achieve our Vision. We understand that “attracting, keeping, and growing” advanced and innovative workers in Celina is imperative to our ability to attract high quality jobs and keep high quality jobs—they go hand-in-hand as part of a larger economic picture. We want to be on the forefront of innovation in everything we do—always thinking of new and better ways to do things and challenging the status quo with Excellence.

Similarly, mobility, how we move from Point A to Point B, is always changing and preferences are always adapting. We know that traffic, road condition, lack of bike accommodations, and lack of trails are weaknesses and threats as identified in the 2018 Community Survey. We are going to fix this, and we are also going to turn these negatives into positives. We intend to design and redesign roadways to facilitate safe and pleasant travel for pedestrians, bikers, drivers, and other travelers. We will retrofit existing roadways through strategic improvements to provide better accommodations for multiple modes of travel.

SAMPLE ANTICIPATED PROJECT

Create and publish a **Smart City Framework**, which explores the feasibility, long-term planning, budgeting, and implementation of improvements, providers, locations, and resources for connecting Celina with Smart City technologies.

Benchmark: Completed and published Smart City Framework targeted by 2020.

We intend to pursue new and improved partnerships to foster innovative learning in Celina. The City is going to do its part in proactively and systematically collaborating and supporting schools, education, and new programs, which are consistent with our Vision. To achieve our Big 25-Year Goal, which includes a unique and extraordinary Quality of Life, innovative learning partnerships are essential.

GOAL 9:

PURSUE INNOVATIVE LEARNING PARTNERSHIPS

We can be the best at: Innovative Learning

Schools and education are a top priority of our community. We recognize that high quality schools and education are huge drivers of economic development and Quality of Life. When we explore what “high quality” means, in relation to other components of our Strategic Plan, one component is certainly innovation. We want our learning institutions to be innovative—push the envelope with new approaches, different methods, best practices, modern technology, expanding “tried and true” programs. We intend to be a hub of innovation for all to see. This innovation should always strive for excellence in learning. We also recognize that schools are not the only places that innovative learning should take place for this innovation hub to be realized. Innovative learning should permeate our businesses, our government, and all of our efforts. Always challenging the status quo, always creating added value.

SAMPLE ANTICIPATED PROJECT

Initiate an annual **City-School District Workshop** to coordinate joint collaboration on new programs, initiatives, needs, and goals that affect learning, innovation, and Quality of Life.

Benchmark: First City of Celina-Celina Independent School District Workshop targeted in 2019.

GOAL 10:

CREATE & ENCOURAGE AGRITOURISM OPPORTUNITIES



We can be the best at: Agritourism

When we examine our biggest assets and traditions, as they relate to our close-knit community and our economic development efforts, agritourism is a shining opportunity for Celina to excel in a competitive and saturated economic development market. Celina has these assets currently, such as successful farms and ranches, and their owners can be strategically encouraged to participate and show leadership in the City's Agritourism Program. We can be the best at agritourism, and people will come to Celina to live, work, play, and learn just to experience it.

Celina's rural and country feel was the number one identified strength of Celina in the 2018 Community Survey. The combination of agriculture and tourism, "agritourism" is the perfect way for us to enhance the biggest strength we have and provide experiences to bolster economic development and Quality of Life. Agritourists can visit a farm, ranch, vineyard, orchard, etc. and can partake in activities such as picking fruits and vegetables, eating or drinking products made on the land, learning about the industry or its products, spending time with horses and other animals, or shopping at vineyard gift shops and produce stands for locally grown or raised crops and other gifts and products.

We take pride in our agricultural heritage and traditions, and we want to share them with everyone in a coordinated and strategic way. We intend to more readily identify our agritourism assets, market them, and also create new agritourism experiences and places.

SAMPLE ANTICIPATED PROJECT

Create and publish an **Agritourism Program Webpage** on the City's website and a standalone Facebook page containing existing agritourism assets, activities, and events. The Program should be renamed, consistent with a future Branding Strategy.

Benchmark: Published Agritourism Program Webpage, which can be added to over time, targeted in 2018.

Get in touch

City of Celina
142 North Ohio Street
Celina, Texas 75009
972-382-2682
www.celina-tx.gov



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, May 8, 2018 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Presentation regarding remodel concepts for city facilities. (DeBuff, VAI Architects)

Barton Drake and Tracy Parfitt with VAI Architects introduced their company and initial drawings for city building renovations.

B. Discussion regarding open container policy for the downtown square. (Jackson)

Director of Development Services Alexis Jackson presented options for a potential open container policy on the downtown square.

C. Discussion regarding updates to the Subdivision Ordinance. (Jackson)

Director of Development Services Alexis Jackson highlighted updates to the subdivision ordinance.

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

No other items were discussed.

III. EXECUTIVE SESSION:

The City Council convened into executive session at 5:22 p.m. with City Attorneys Julie Fort and Lance Vance and City Manager Jason Laumer.

Minutes Acceptance: Minutes of May 8, 2018 5:00 PM (Minutes Approval)

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter and Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

- A. Discussion regarding the Glen Crossing Public Improvement District and related bond sales.
- B. Discussion regarding an agreement between the City of Celina and Mark and Jennifer Matie for compensation for damage caused by Kodiak Trenching and Boring, LLC as a result of construction for the Southeast Sector Sewer Line construction.
- C. Discussion regarding a resolution finding that a public necessity exists to acquire a public wastewater utility easement in real property as a portion of a tract of land generally described as being located in the Richard Alderson survey, abstract number 7, Collin County, Texas, generally located south of FM 428 and north of Carey Road and related matters.

Reconvene Into Open Session

The City Council reconvened into open session at 6:00 p.m.

- D. Consider and act upon Glen Crossing Public Improvement District and related bond sales.

No action taken.

- E. Consider and act upon an agreement between the City of Celina and Mark and Jennifer Matie for compensation for damage caused by Kodiak Trenching and Boring, LLC as a result of construction for the Southeast Sector Sewer Line construction.

Councilman Hopkins moved to approve the agreement as discussed in executive session.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Bill Webber, Place 1
AYES:	Webber, Nabors, Hopkins, Roberts, Koehne, Anderson

- F. Consider and act upon a resolution finding that a public necessity exists to acquire a public wastewater utility easement in real property as a portion of a tract of land generally described as being located in the Richard Alderson survey, abstract number 7, Collin County, Texas, generally located south of FM 428 and north of Carey Road and related matters.

No action taken.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Deputy Mayor Pro Tem Nabors gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Historic Preservation Month Proclamation. (Barton)

Mayor Terry presented the proclamation to Downtown Development Manager Rebecca Barton and Main Street Board Member Jack Ousley.

- B. Celina Main Street Program's 2018 National Accreditation. (Barton)

Minutes Acceptance: Minutes of May 8, 2018 5:00 PM (Minutes Approval)

Mayor Terry recognized the Main Street Program for the National Accreditation award.

C. National Public Works Week in the City of Celina. (Fourmentin)

D. Mustang Lakes Master Planned Community of the Year Recognition. (Terry)

Mayor Terry recognized the Mustang Lakes Development for their recent Community awards.

VI. OPEN FORUM:

Suzanne D'Amico requested a meeting to discuss permit and impact fees with staff and the city council.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Webber, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Webber, Nabors, Hopkins, Roberts, Koehne, Anderson

A. Minutes Approval:

1. City Council - Regular Meeting - Apr 10, 2018 5:00 PM
2. City Council - Worksession - Apr 20, 2018 10:00 AM

B. Consider and act upon a Final Plat for Light Farms Brenham Neighborhood, being an approximately 26.15 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas, generally located north of Frontier Parkway, south of CR 51, west of the BNSF Railroad, and east of Dallas Parkway, containing 127 residential lots, and seven open space lots. (Light Farms Brenham) (Jackson)

C. Consider and act upon a Final Plat for Lilyana Phase 2A-1, being an approximately 21.347 acre tract of land in the Johnathan Westhover Survey, Abstract No. 1030 and the W. Wilhite Survey, Abstract No. 1002, Collin County, Texas. The property is generally located north of FM 1461 (Frontier Parkway) and west of CR 84 (Wells Road). (Lilyana Phase 2A-1 Final Plat) (Jackson)

D. Consider and act upon a resolution of the City Council of the City of Celina, Texas, changing the names of three county roads: CR 1117, (Old Log Trail), CR 103, and CR 105 (Bobcat Trail). (County Road Name Changes) (Jackson)

(2018-11R)

E. Consider and act to authorize the City Manager to negotiate and execute a Professional Services Agreement for Mosquito Services with PRP services LLC. D/B/A Municipal Mosquito. (Mosquito Control Services) (Jackson)

F. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Lee Engineering for Engineering and Surveying Services. (Brawner)

G. Consider and act to authorize the City Manager to negotiate and execute an interlocal agreement by and among the City of Celina and the Town of Prosper and Collin County for construction of Frontier Parkway from Preston Road to Dallas North Tollway. (Brawner)

Minutes Acceptance: Minutes of May 8, 2018 5:00 PM (Minutes Approval)

- H. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and D&S Engineering Labs, LLC for Professional Engineering Services. (Brawner)
- I. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Pacheco Koch Consulting Engineers, Inc. for Engineering and Surveying Services. (Brawner)
- J. Consider and act to authorize the City Manager to Execute a Memorandum of Understanding by and between the City of Celina and MM Columns to pay the City \$210,245.40 for regional sewer. (Brawner)
- K. Consider and act to authorize the City Manager to Execute a Memorandum of Understanding by and between the City of Celina and LFC Devco Sweetwater, LLC to pay \$247,427.59 for regional sewer. (Brawner)
- L. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Landmark Structures in the amount of 4,193,700.00 for the SE Sector 2MG EST & Waterline Improvements. (Brawner)
- M. Consider and act on a resolution of the City of Celina, Texas approving and authorizing the City Manager to execute a reimbursement letter for development fees between the City of Celina, Texas and Prosper Independent School District. (Laumer)
- (2018-12R)
- N. Consider and act to authorize the City Manager to execute Amendment #1 to the Cambridge Crossing Development Agreement. (Laumer)
- O. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Legend Contracting, Inc. regarding impact fee assessments. (Westgate Impact Fees) (Laumer)
- P. Consider and act to authorize the City Manager to execute Amendment #1 to the Bluewood Development Agreement. (Laumer)
- Q. Consider and act upon a resolution approving the Core Values for the City of Celina. (Laumer)
- (2018-13R)
- R. Consider and act upon an ordinance of the City of Celina, Texas, freezing ad valorem taxes for residence homesteads owned by the disabled or by persons sixty-five (65) years of age and older, beginning with the tax year 2018. (Senior Tax Freeze) (DeBuff)
- (2018-22)
- S. Consider and act to authorize the City Manager to negotiate and execute a contract by and between the City of Celina and Brown Reynolds Watford Architects, Inc. for Professional Services related to the design of Fire Stations 2, 3 and 4. (BRW Feasibility Study Contract) (DeBuff)

- T. Consider and act to authorize the City Manager to negotiate and execute a contract by and between the City of Celina and VAI Architects, Inc. for Professional Services related to the design of the City Hall, Annex and EDC renovations. (VAI design contract) (DeBuff)
- U. Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed within Phase #2 of the Glen Crossing Public Improvement District; approving a preliminary updated service plan and assessment plan, including proposed Phase #2 assessment roll; directing the filing of the proposed Phase #2 assessment roll with the City Secretary to make available for public inspection; noticing a public hearing for June 12, 2018 to consider an ordinance levying assessments on property located within Phase #2 of the Glen Crossing Public Improvement District. (Glen Crossing PID Costs & Hearing) (DeBuff)

(2018-14R)

- V. Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed by the Wells South Public Improvement District; approving a Preliminary Service Plan and Assessment Plan update, including a proposed Neighborhood Improvement Area #2 assessment roll; directing the filing of the proposed neighborhood improvement area #2 assessment roll with the City Secretary to make available for public inspection; noticing a public hearing for June 12, 2018 to consider an ordinance levying assessments on property located within a portion of Neighborhood Improvement Area #2 of the Wells South Public Improvement District. (Lilyana PID Costs & Hearing) (DeBuff)

(2018-15R)

- W. Consider and act upon a resolution finding that Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor pursuant to 16 Tex. Admin. Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company. (Oncor Rate Increase Denial) (DeBuff)

(2018-16R)

- X. Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and T-Mobile West, LLC (T-Mobile) located at the Light Farms elevated storage tower. (Fourmentin)
- Y. Consider and act upon nomination of Will Sowell, Mayor Pro Tem of the City of Frisco, as primary representative and Ray Smith, Mayor of the Town of Prosper, as alternate representative for the Regional Transportation Council (RTC), the transportation policy body for the North Central Texas Council of Governments (NCTCOG). (Terry)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony for the proposed voluntary annexation and act upon an ordinance adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: a 10.346 acre tract of land out of the M.L. Ousley, J.C. Floyd, and the J.M Floyd Survey, Abstract No. 1053, Collin County, Texas, and generally located west of Business 289 (N. Louisiana Street) and approximately 740 feet north of County Road 95. (Celina 10 Industrial Park) (Jackson)

(2018-23) Mayor Terry opened the hearing at 6:11 p.m. No public comment was received. The hearing was closed at 6:11 p.m.

Minutes Acceptance: Minutes of May 8, 2018 5:00 PM (Minutes Approval)

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

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 10.346 acre tract of land situated in the M.L. Ousley, J.C. Floyd, and the J.M Floyd Survey, Abstract No. 1053, Collin County, Texas, from AG, Agricultural zoning district to PD, Planned Development No. 91 zoning district. The tract is located on the west side of Business 289 approximately 740 feet north of CR 95. (Celina 10 - PD-91) (Jackson)

(2018-24) Mayor Terry opened the hearing at 6:14 p.m. No public comment was received. The hearing was closed at 6:16 p.m.

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

- C. Conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.01.007, Definitions, by adding a definition for "Front Facade." (Zoning Ordinance Amendment) (Jackson)

(2018-25) Mayor Terry opened the hearing at 6:20 p.m. Suzanne D'Amico asked council to consider the width of the lot with this. The hearing was closed at 6:20 p.m.

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Webber, Place 1
SECONDER: Wayne Nabors, Place 2
AYES: Webber, Nabors, Hopkins, Roberts, Koehne, Anderson

- D. The Celina City Council will conduct a public hearing to consider testimony regarding a voluntary annexation request from JDG Land Holding Co. for an approximately 4.7 acre tract of land located in the M.E.P. & P.R.R. Survey, Abstract No. 653, Tract 42, Collin County, Texas. The property is generally located on the west side of Preston Road north of Business 289 (N Louisiana Dr.). (GG&S Annexation) (Jackson)

Mayor Terry opened the hearing at 6:22 p.m. No public comment was received. The hearing was closed at 6:23 p.m.

IX. ACTION ITEM:

- A. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2018-53 which adopted and approved the budget for fiscal year beginning October 1, 2017 and ending September 30, 2018, and make appropriations for each department, project and account, by adopting an amended mid-fiscal year 2017-2018 budget for the City of Celina, Texas, reallocating funds between accounts pursuant to exhibit "A", attached hereto and incorporated into this ordinance. (Toutounchian)

(2018-26)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Webber, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Webber, Nabors, Hopkins, Roberts, Koehne, Anderson

- B. Consider and act upon a resolution approving and authorizing publication of notice of intention to issue certificates of obligation and all matters incident and related thereto. (Toutounchian)

(2018-17R)

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

X. **ADJOURNMENT:**

There being no further comment Mayor Terry adjourned the meeting at 6:26 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of May 8, 2018 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL CANVASS
CITY HALL LOBBY CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
Wednesday, May 16, 2018 AT 12:00 PM**

MINUTES

I. CALL TO ORDER:

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

Mayor Pro Tem Anderson called the canvass to order at 12:10 p.m.

II. CANVASS:

- Consider and act upon approval of canvass documents for the May 5, 2018, General Election results. (Faulkner)

City Secretary Vicki Faulkner presented the canvass documents from Collin and Denton Counties, and read the results aloud. Mayor Pro Tem Anderson noted that the canvass was complete on May 16, 2018, at 12:12 p.m.

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

III. ADJOURN:

There being no further comment Mayor Pro Tem Anderson adjourned the canvass at 12:12 p.m.

Sean Terry, Mayor

Minutes Acceptance: Minutes of May 16, 2018 12:00 PM (Minutes Approval)

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

Date Minutes Approved

Minutes Acceptance: Minutes of May 16, 2018 12:00 PM (Minutes Approval)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: June 12, 2018
 Re: County Road 84 (CR84) Name Change Resolution

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, changing the name of portions of County Road 84 to "Wells Road." (County Road Name Change) (Jackson)

Background Information:

On May 12, 2015, the City of Celina adopted a street name policy for streets that are shown on the Thoroughfare Plan. This document assigns historic family names to the major streets and arterials throughout the City and its extraterritorial jurisdiction (ETJ). As tracts develop adjacent to roadways that have a "CR" or "FM" designation, it has been the policy of the City to institute the assigned road name change to the entire length of the roadway at the same time the development occurs. At the City Council meeting in which the street name change is formalized, the family so honored is given an honorary street sign and recognized at the public meeting.

County Road 84 is experiencing development adjacent to the right-of-way as the Lilyana residential development is built. This road is not part of the City's Thoroughfare Plan. However, the City desires to rename this street to reflect the history and character of Celina as follows: CR 84, from its northern limit to FM 1461 (Frontier Parkway shall be renamed "Wells Road."

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

There will be a small cost to the City to replace the street signs along these roadways.

Legal Review:

The City Attorney has reviewed the resolution and approved it for form.

Supporting Document:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2018 - ____
CR 84 - WELLS ROAD NAME CHANGE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CELINA, TEXAS HEREBY REVISING THE CITY OF
CELINA'S STREET NAME APPROVAL POLICY;
PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1: The following street names shall be changed immediately, street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 84, from the limit of its northern extension to its southern limit at FM 1461 (Frontier Parkway, shall become "Wells Road" as depicted in Exhibit "A"

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 3: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of June, 2018.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

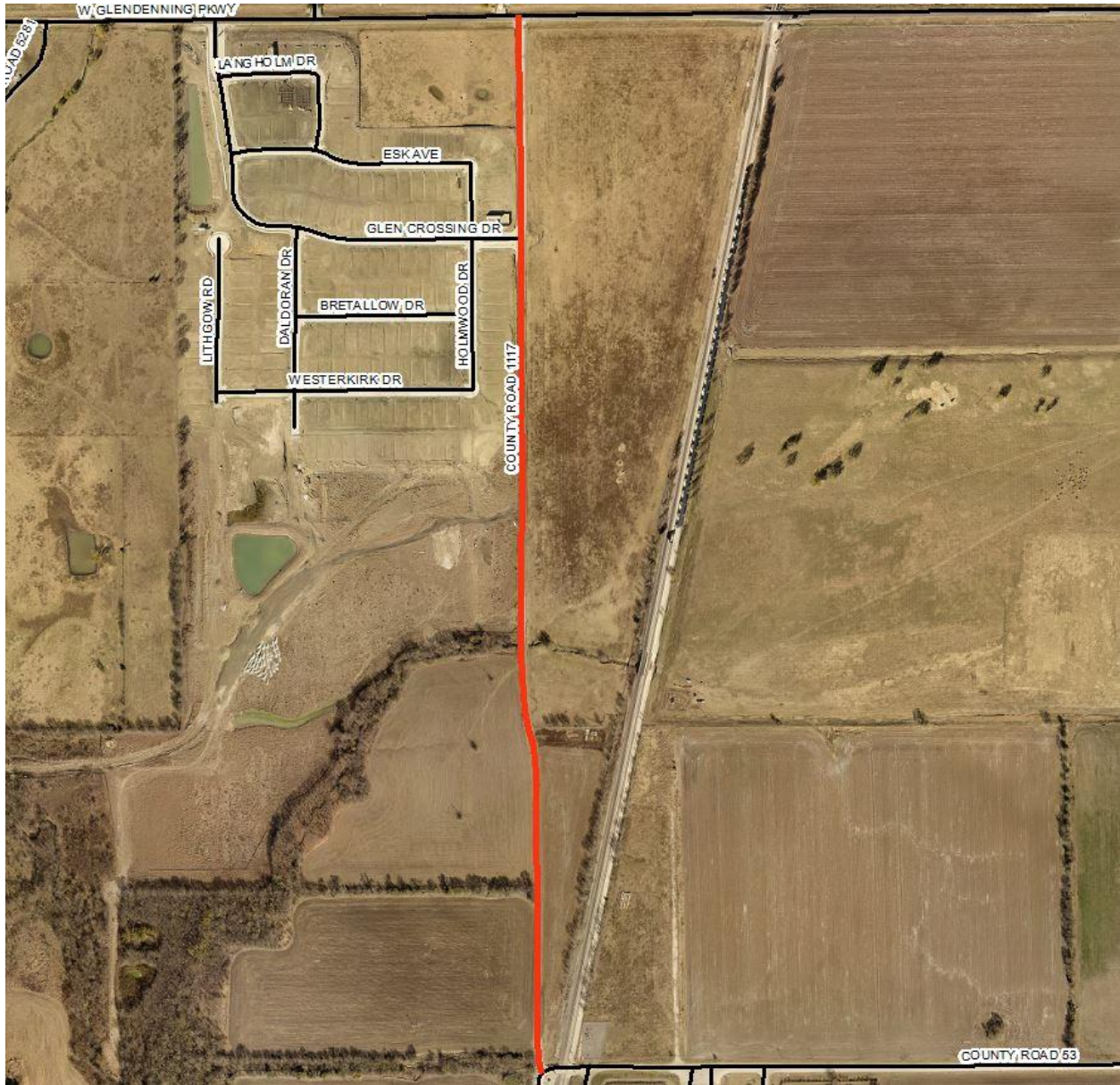
Attachment: Wells Road Name Change Resolution (County Road 84 (CR84) Name Change Resolution)

APPROVED AS TO FORM:

Lance Vanzant, Attorney for the City
City of Celina, Texas

Attachment: Wells Road Name Change Resolution (County Road 84 (CR84) Name Change Resolution)

Exhibit "A"
Proposed County Road 1117 renaming limits



Attachment: Wells Road Name Change Resolution (County Road 84 (CR84) Name Change Resolution)

Exhibit "B"
Proposed County Road 103 & 105 renaming limits





Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Mustang Lakes Phase 3A Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Mustang Lakes Phase 3A and an Amended Plat of Lot 3X, Block J of Mustang Lakes Phase 2B being an approximately 108.700 acre tract of land situated in the Coleman Watson Survey, Abstract No. 946, Collin County, Texas, generally located west of FM 2478 (Custer Road) and north of FM 1461 (Frontier Parkway). The plat is comprised of 251 residential lots and thirteen (13) open space lots. (Mustang Lakes Phase 3A) (Jackson)

Owner:

Celina 682 Partners, LP
8750 N. Central Expressway, Suite 1735
Dallas, TX 75231

Background Information:

Staff has reviewed the proposed Construction Plat for Mustang Lakes Phase 3A and determined that the plat meets all the requirements of the Subdivision Ordinance.

Board Review/Citizen Input:

The Planning and Zoning Commission, at the regular meeting held on May 15, 2018, voted unanimously to recommend approval of the plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

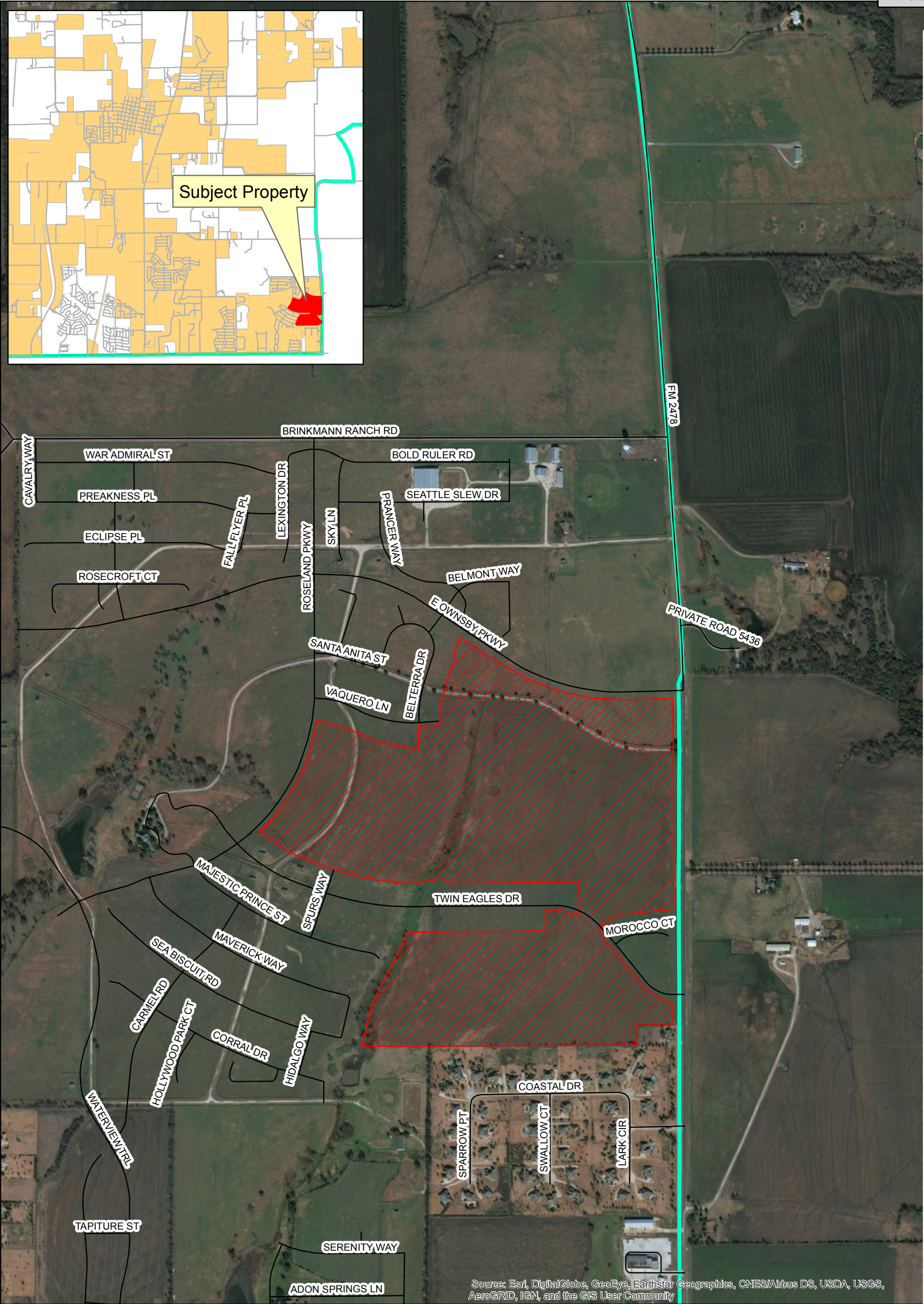
N/A

Supporting Documents:

Location Map
Proposed Construction Plat

Staff Recommendation:

Staff recommends approval.



Attachment: MustangLakesPhase3A_LocationMap_532018 (Mustang Lakes Phase 3A Construction Plat)

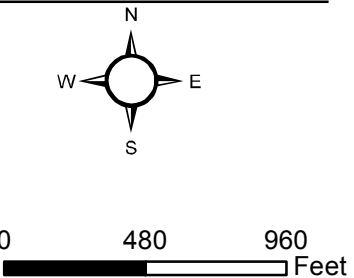


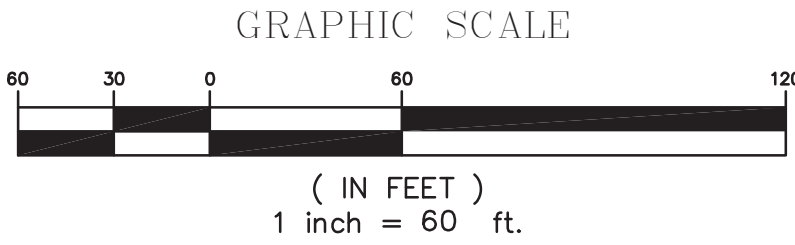
Location Map Mustang Lakes Phase 3A

Date: 5/3/2018

Legend

- Roads
-  Mustang Lakes Phase 3A
-  ETJ Limits

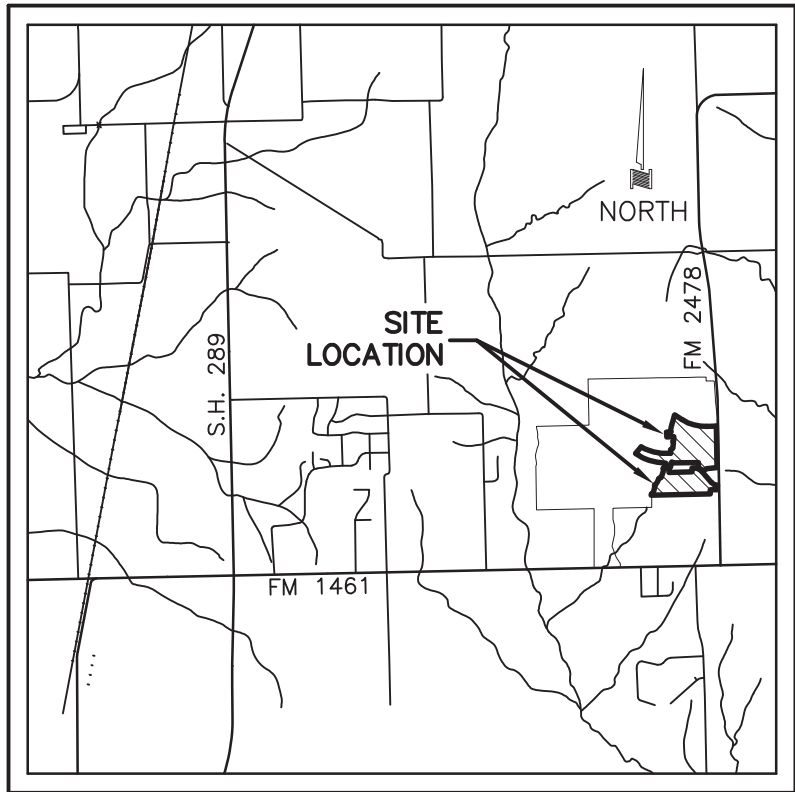




LEGEND

- D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- WE = WATER EASEMENT
BL = BUILDING LINE
SSE = SANITARY SEWER EASEMENT
DE = DRAINAGE EASEMENT
DSSE = DRAINAGE & SANITARY SEWER EASEMENT
UE = UTILITY EASEMENT
VE = VISIBILITY EASEMENT
PDE = PRIVATE DRAINAGE EASEMENT
PWME = PRIVATE WALL AND WALL MAINTENANCE EASEMENT
PFME = PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT
<CM> = CONTROL MONUMENT
⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
● = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
≡ = DENOTES STREET NAME CHANGE

- NOTES:
1. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202).
 2. "X" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINTS OF CURVATURE.
 3. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1/2" INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
 4. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 5. THIS PROPERTY IS LOCATED WITHIN ZONE X AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAP NUMBER 48085C0140J DATED JUNE 2, 2009.
 6. ALL X LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 7. HEADWALLS WITH STONE/BRICK VENEER SHALL BE THE HOA'S MAINTENANCE RESPONSIBILITY.
 8. SCREENING WALLS & RETAINING WALLS LOCATED WITHIN THE PRIVATE WALL AND WALL MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 9. FENCES AND RETAINING WALLS LOCATED WITHIN THE PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.



THE PURPOSE OF THIS AMENDED PLAT IS TO SEPARATE LOT 3X BLOCK J INTO THREE (3) HOA LOTS (LOT 3X BLOCK J, LOT 4X BLOCK I, AND LOT 5X BLOCK I).

108.700 ACRES
251 RESIDENTIAL LOTS
13 HOA LOTS
CONSTRUCTION PLAT
MUSTANG LAKES
PHASE 3A

AND AN AMENDED PLAT OF LOT 3X BLOCK J OF
MUSTANG LAKES PHASE 2B
FINAL PLAT
3 HOA LOTS

AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

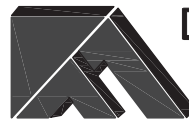
OCTOBER 2017 SCALE: 1"=60'

OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER
THE CITY OF CELINA
142 NORTH OHIO STREET
CELINA, TEXAS 75009
972-382-2682

OWNER
MUSTANG LAKES OWNERS ASSOCIATION INC.
1755 N. COLLINS BLVD
SUITE 201
RICHARDSON, TX 75080

DEVELOPER
CELINA 682 PARTNERS, L.P.
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CONTACT: RANDY MCCOUSTON P.E.



ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: COLIN W. HELFFRICH, P.E.

DOCUMENT NO.

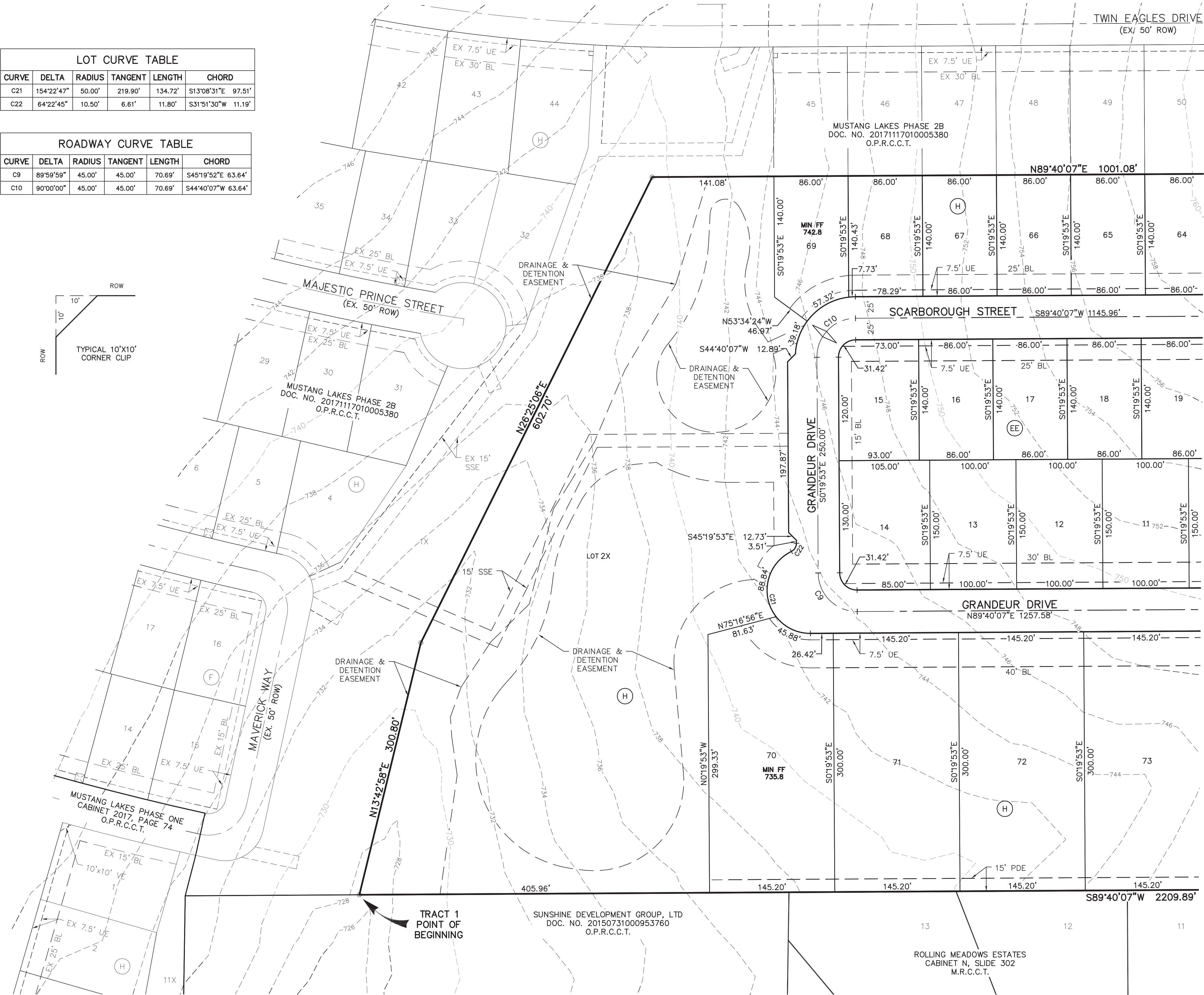
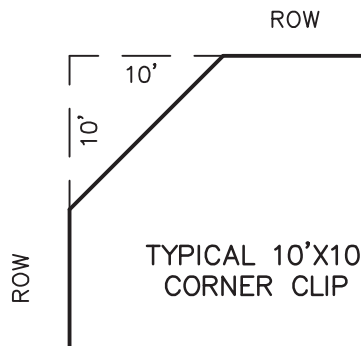
1 OF 8

(PLAN # P-201710-05)

Packet Pg. 49

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C21	154°22'47"	50.00'	219.90'	134.72'	S13°08'31"E 97.51'
C22	64°22'45"	10.50'	6.61'	11.80'	S31°51'30"W 11.19'

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C9	89°59'59"	45.00'	45.00'	70.69'	S45°19'52"E 63.64'
C10	90°00'00"	45.00'	45.00'	70.69'	S44°40'07"W 63.64'



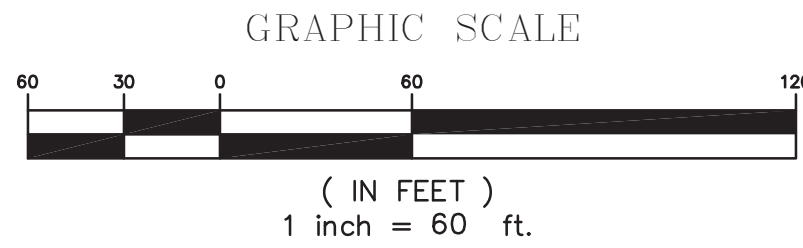
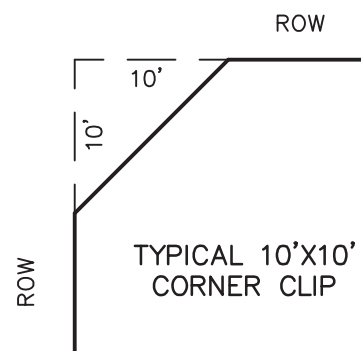
ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C8	39°53'30"	300.00'	108.87'	208.87'	N69°43'22"E 204.68'
C11	33°20'27"	200.00'	59.89'	116.38'	S72°59'54"W 114.75'

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C19	298°15'18"	50.00'	29.89'	260.28'	N77°20'32"W 51.31'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T5	S88°05'26"E	14.83'
T6	S5°07'51"W	14.23'
T7	S81°16'57"E	14.92'
T10	S44°40'07"W	14.14'
T14	N36°08'11"W	35.47'
T17	N9°38'39"E	13.08'
T18	N45°19'53"W	14.14'
T20	S69°55'16"W	18.20'
T21	S43°12'51"W	15.00'

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T4	N89°40'07"E	9.65'
T11	N49°46'37"E	41.08'

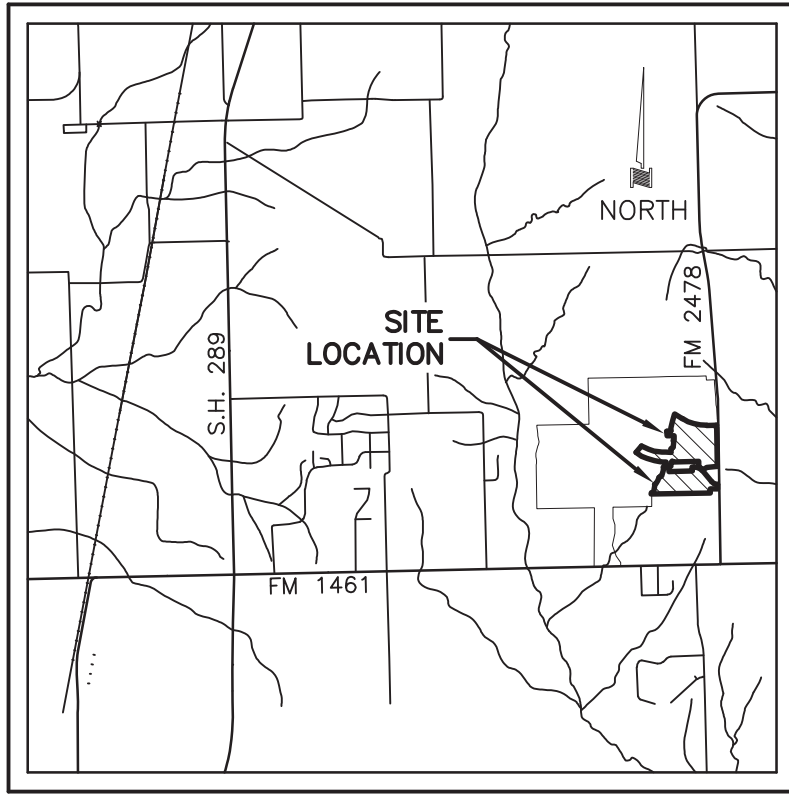
ESMT LINE TABLE		
LINE	BEARING	LENGTH
T15	S17°11'38"W	14.40'



LEGEND

D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
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<CM> = CONTROL MONUMENT
⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
● = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
◇ = DENOTES STREET NAME CHANGE

- NOTES:
1. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202).
 2. "X" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINTS OF CURVATURE.
 3. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1/2" INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
 4. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 5. THIS PROPERTY IS LOCATED WITHIN ZONE X AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAP NUMBER 48085C0140J DATED JUNE 2, 2009.
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 7. HEADWALLS WITH STONE/BRICK VENER SHALL BE THE HOA'S MAINTENANCE RESPONSIBILITY.
 8. SCREENING WALLS AND RETAINING WALLS LOCATED WITHIN THE PRIVATE WALL AND WALL MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
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THE PURPOSE OF THIS AMENDED PLAT IS TO SEPARATE LOT 3X BLOCK J INTO THREE (3) HOA LOTS (LOT 3X BLOCK J, LOT 4X BLOCK I, AND LOT 5X BLOCK I).

108.700 ACRES
251 RESIDENTIAL LOTS
13 HOA LOTS
CONSTRUCTION PLAT
MUSTANG LAKES
PHASE 3A

AND AN AMENDED PLAT OF LOT 3X BLOCK J OF
MUSTANG LAKES PHASE 2B
FINAL PLAT
3 HOA LOTS

AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

OCTOBER 2017

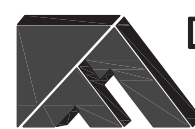
SCALE: 1"=60'

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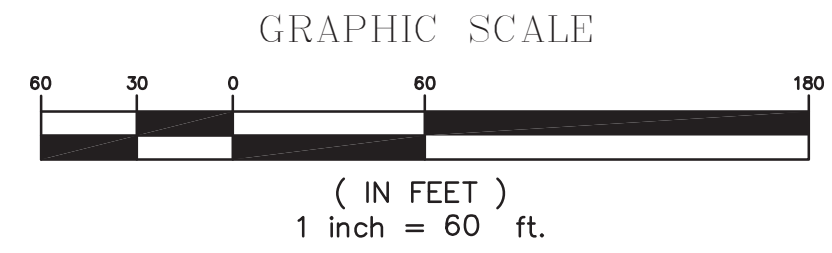
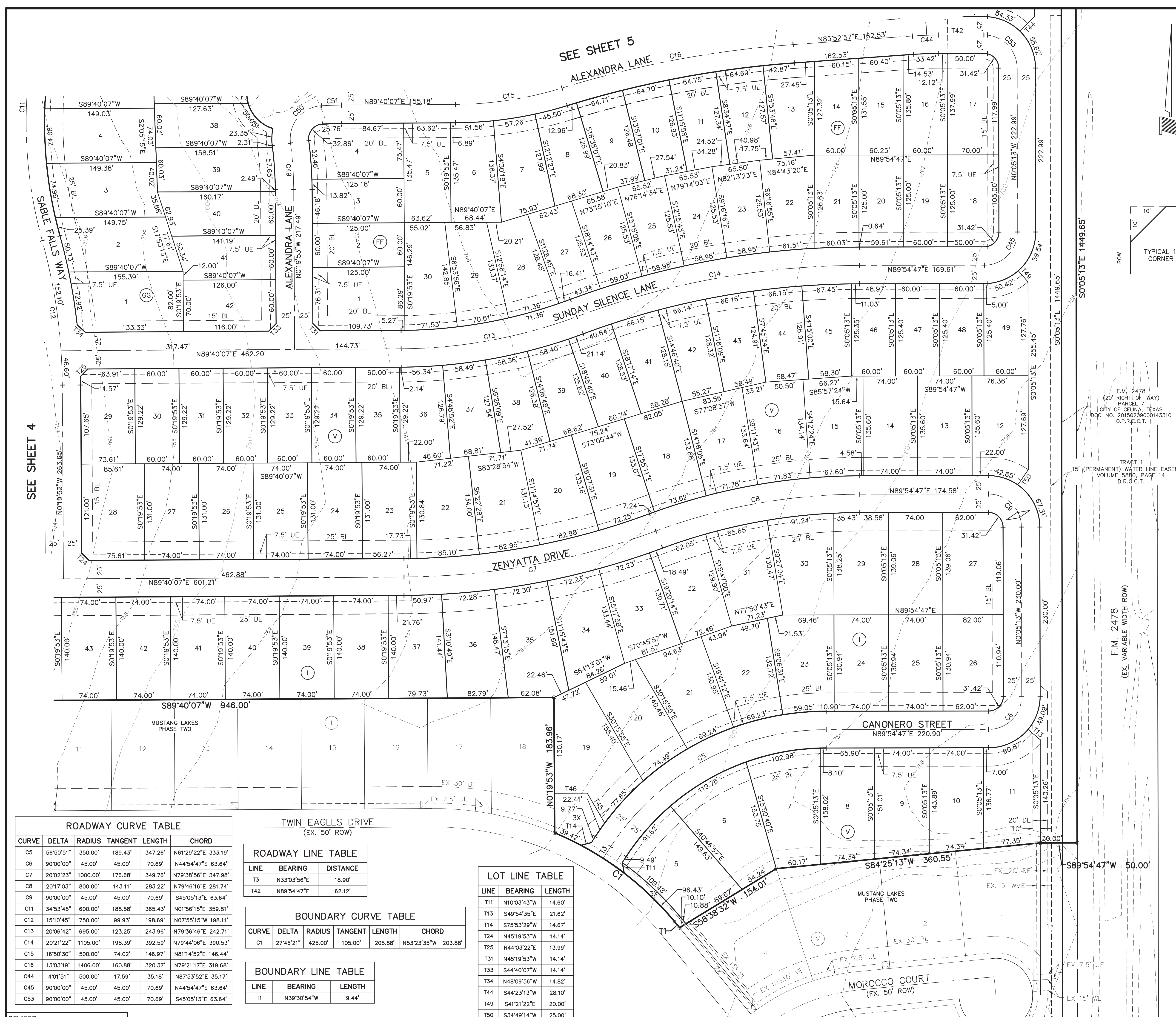
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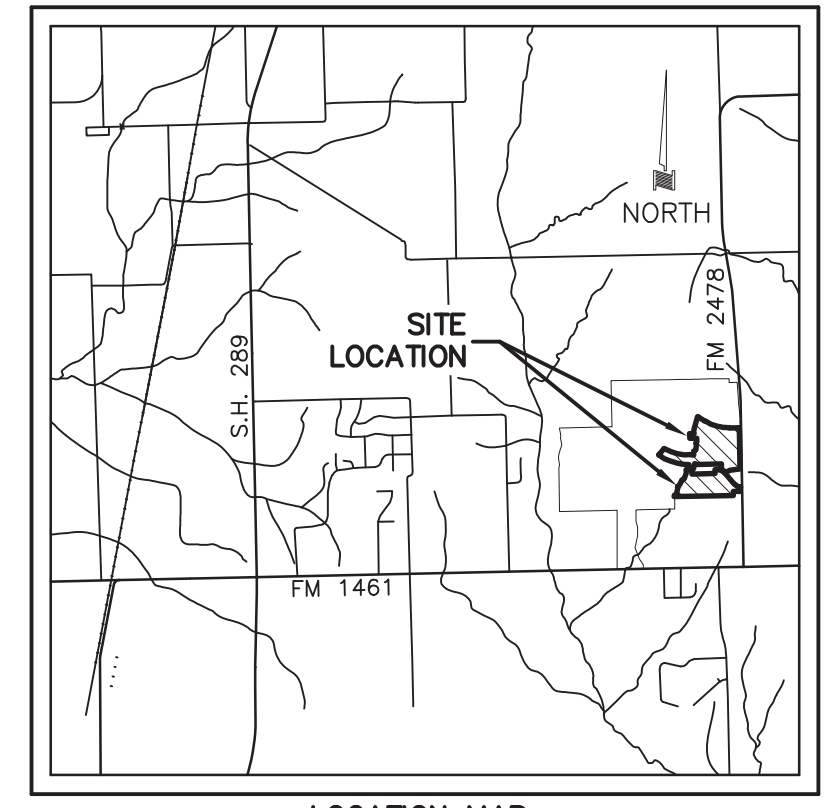
SEE SHEET 1

REVISED:



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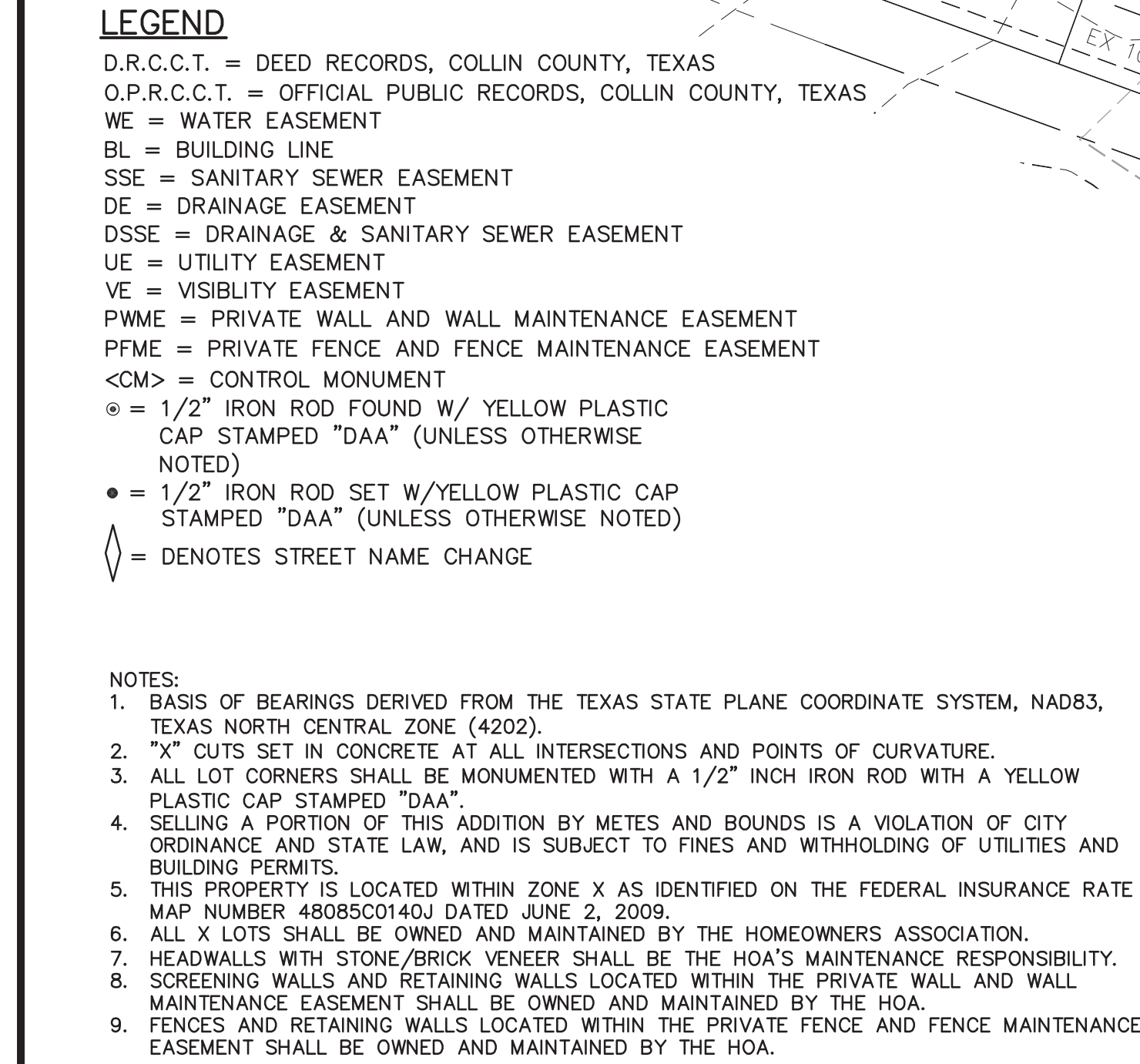
ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C5	56°50'51"	350.00'	189.43'	347.26'	N61°29'22"E 333.19'
C6	90°00'00"	45.00'	45.00'	70.69'	N44°54'47"E 63.64'
C7	20°02'23"	1000.00'	176.68'	349.76'	N79°38'56"E 347.98'
C8	20°17'03"	800.00'	143.11'	283.22'	N79°46'16"E 281.74'
C9	90°00'00"	45.00'	45.00'	70.69'	S45°05'13"E 63.64'
C11	34°53'45"	600.00'	188.58'	365.43'	N01°56'15"E 359.81'
C12	15°10'45"	750.00'	99.93'	198.69'	N07°55'15"W 198.11'
C13	20°06'42"	695.00'	123.25'	243.96'	N79°36'46"E 242.71'
C14	20°21'22"	1105.00'	198.39'	392.59'	N79°44'08"E 390.53'
C15	16°50'30"	500.00'	74.02'	146.97'	N81°14'52"E 146.44'
C16	13°03'19"	1406.00'	160.88'	320.37'	N79°21'17"E 319.68'
C44	4°01'51"	500.00'	17.59'	35.18'	N87°53'52"E 35.17'
C45	90°00'00"	45.00'	45.00'	70.69'	N44°54'47"E 63.64'
C53	90°00'00"	45.00'	45.00'	70.69'	S45°05'13"E 63.64'

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T3	N33°03'56"E	18.90'
T42	N89°54'47"E	62.12'

BOUNDARY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	27°45'21"	425.00'	105.00'	205.88'	N53°23'35"W 203.88'

BOUNDARY LINE TABLE		
LINE	BEARING	LENGTH
T1	N39°30'54"W	9.44'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T11	N10°03'43"W	14.60'
T13	S49°54'35"E	21.62'
T14	S75°53'29"W	14.67'
T24	N45°19'53"W	14.14'
T25	N44°03'22"E	13.99'
T31	N45°19'53"W	14.14'
T33	S44°40'07"W	14.14'
T34	N48°09'56"W	14.82'
T44	S44°23'13"W	28.10'
T49	S41°21'22"E	20.00'
T50	S34°49'14"W	25.00'

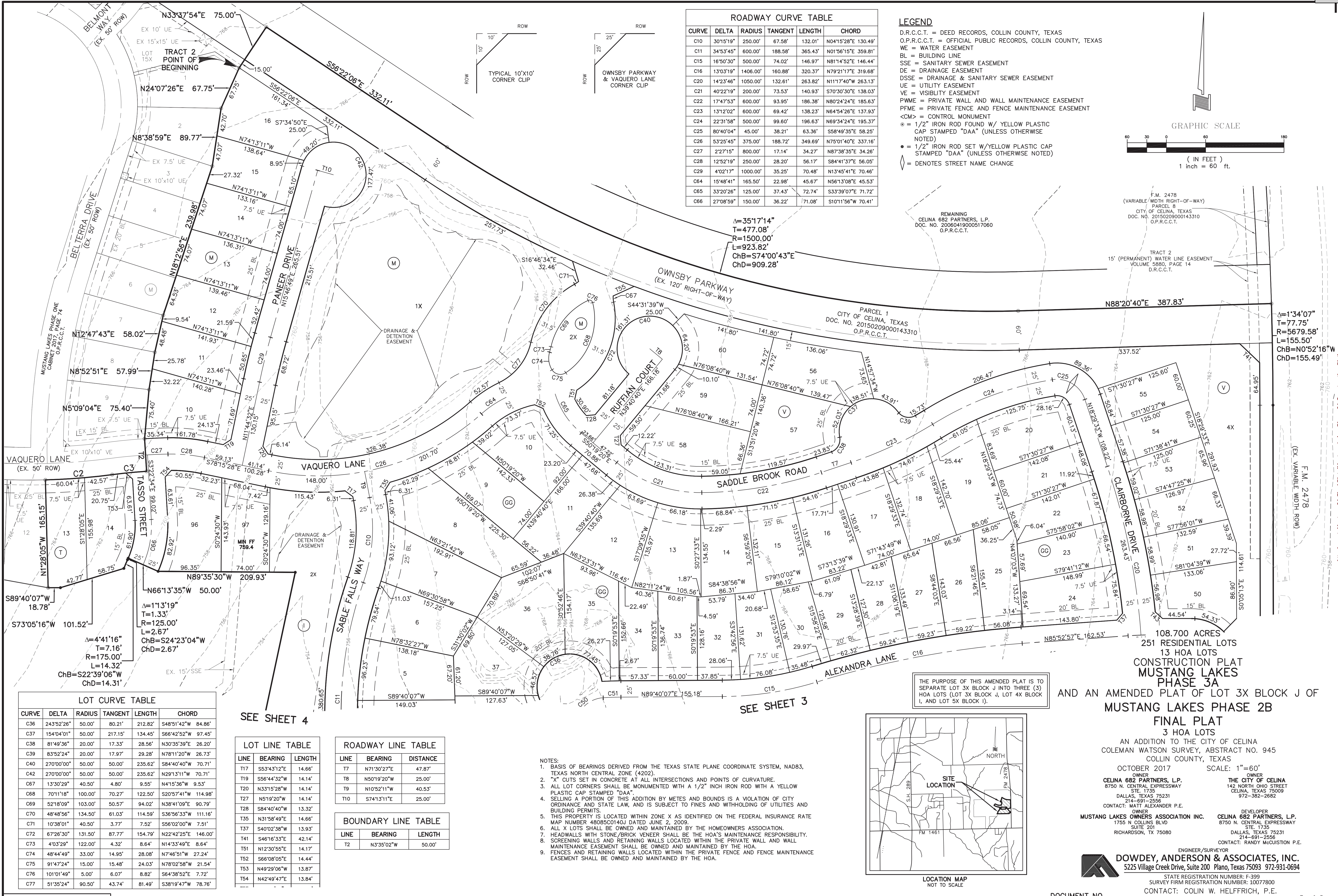


LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C52	95°35'30"	50.00'	55.13'	83.42'	S21°54'28"W 74.08'
C55	300°00'00"	50.00'	28.87'	261.80'	N4°40'48"E 50.00'

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T4	S00°19'53"E	15.01'



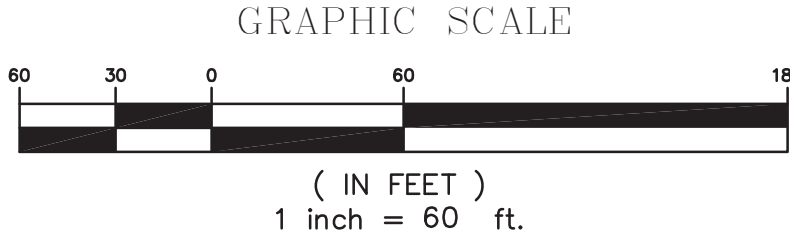
DOCUMENT NO. 4 of 4
(PLAN # P-201710-05) Pack



ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C10	30°15'19"	250.00'	67.58'	132.01'	N04°15'28"E 130.49'
C11	34°53'45"	600.00'	188.58'	365.43'	N01°56'15"E 359.81'
C15	16°50'30"	500.00'	74.02'	146.97'	N81°14'52"E 146.44'
C16	13°03'19"	1406.00'	160.88'	320.37'	N79°21'17"E 319.68'
C20	14°23'46"	1050.00'	132.61'	263.82'	N11°17'40"W 263.13'
C21	40°22'19"	200.00'	73.53'	140.93'	S70°30'30"E 138.03'
C22	17°47'53"	600.00'	93.95'	186.38'	N80°24'24"E 185.63'
C23	13°12'02"	600.00'	69.42'	138.23'	N64°54'26"E 137.93'
C24	22°31'58"	500.00'	99.60'	196.63'	N69°34'24"E 195.37'
C25	80°40'04"	45.00'	38.21'	63.36'	S58°49'35"E 58.25'
C26	53°25'45"	375.00'	188.72'	349.69'	N75°01'40"E 337.16'
C27	2°27'15"	800.00'	17.14'	34.27'	N87°38'35"E 34.26'
C28	12°52'19"	250.00'	28.20'	56.17'	S84°41'37"E 56.05'
C29	4°02'17"	1000.00'	35.25'	70.48'	N13°45'41"E 70.46'
C64	15°48'41"	165.50'	22.98'	45.67'	N56°13'08"E 45.53'
C65	33°20'26"	125.00'	37.43'	72.74'	S33°39'07"E 71.72'
C66	27°08'59"	150.00'	36.22'	71.08'	S101°15'56"W 70.41'

LEGEND

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Δ=35°17'14"
T=477.08'
R=1500.00'
L=923.82'
ChB=S74°00'43"E
ChD=909.28'

Δ=1°34'07"
T=77.75'
R=5679.58'
L=155.50'
ChB=N0°52'16"W
ChD=155.49'

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C36	243°52'26"	50.00'	80.21'	212.82'	S48°51'42"W 84.86'
C37	154°04'01"	50.00'	217.15'	134.45'	S66°42'52"W 97.45'
C38	81°49'36"	20.00'	17.33'	28.56'	N30°35'39"E 26.20'
C39	83°52'24"	20.00'	17.97'	29.28'	N78°11'20"W 26.73'
C40	270°00'00"	50.00'	50.00'	235.62'	S84°40'40"W 70.71'
C42	270°00'00"	50.00'	50.00'	235.62'	N29°13'11"W 70.71'
C67	13°30'29"	40.50'	4.80'	9.55'	N41°53'36"W 9.53'
C68	70°11'18"	100.00'	70.27'	122.50'	S20°57'41"W 114.98'
C69	52°18'09"	103.00'	50.57'	94.02'	N38°41'09"E 90.79'
C70	48°48'56"	134.50'	61.03'	114.59'	S36°56'33"W 111.16'
C71	10°38'01"	40.50'	3.77'	7.52'	S56°02'00"W 7.51'
C72	67°26'30"	131.50'	87.77'	154.79'	N22°42'25"E 146.00'
C73	4°03'29"	122.00'	4.32'	8.64'	N14°33'49"E 8.64'
C74	48°44'49"	33.00'	14.95'	28.08'	N7°46'51"W 27.24'
C75	91°47'24"	15.00'	87.77'	24.03'	N78°02'58"W 21.54'
C76	101°01'49"	5.00'	6.07'	8.82'	S64°38'52"E 7.72'
C77	51°35'24"	90.50'	43.74'	81.49'	S38°19'47"W 78.76'

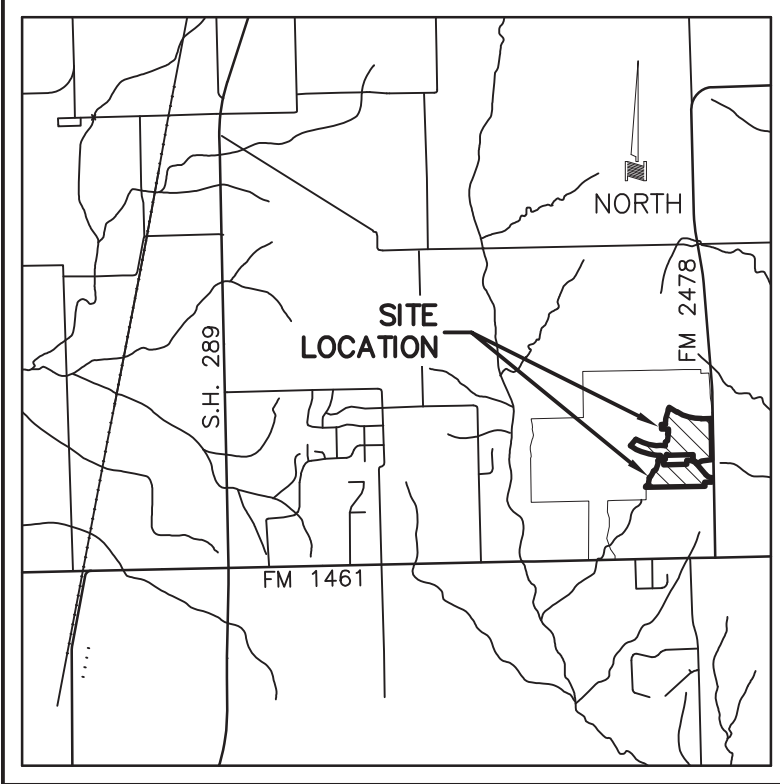
SEE SHEET 4

LOT LINE TABLE		
LINE	BEARING	LENGTH
T17	S53°43'12"E	14.66'
T19	S56°44'32"W	14.14'
T20	N33°15'28"W	14.14'
T21	N51°19'20"W	14.14'
T22	N51°19'20"W	14.14'
T23	S84°40'40"W	13.32'
T24	N31°58'49"E	14.66'
T25	S40°02'38"W	13.93'
T26	S46°16'33"E	42.14'
T27	N12°30'55"E	14.17'
T28	S66°08'05"E	14.44'
T29	N49°29'06"W	13.87'
T30	N42°49'47"E	13.84'

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T7	N71°30'27"E	47.87'
T8	N50°19'20"W	25.00'
T9	N10°52'11"W	40.53'
T10	S74°13'11"E	25.00'

BOUNDARY LINE TABLE		
LINE	BEARING	LENGTH
T2	N3°35'02"W	50.00'

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 - ALL X LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - HEADWALLS WITH STONE/BRICK VENEER SHALL BE THE HOA'S MAINTENANCE RESPONSIBILITY.
 - SCREENING WALLS AND RETAINING WALLS LOCATED WITHIN THE PRIVATE WALL AND WALL MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 - FENCES AND RETAINING WALLS LOCATED WITHIN THE PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.



THE PURPOSE OF THIS AMENDED PLAT IS TO SEPARATE LOT 3X BLOCK J INTO THREE (3) HOA LOTS (LOT 3X BLOCK J, LOT 4X BLOCK I, AND LOT 5X BLOCK I).

251 RESIDENTIAL LOTS
13 HOA LOTS
CONSTRUCTION PLAT
MUSTANG LAKES
PHASE 3A

AND AN AMENDED PLAT OF LOT 3X BLOCK J OF
MUSTANG LAKES PHASE 2B

FINAL PLAT
3 HOA LOTS
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS
OCTOBER 2017
SCALE: 1"=60'
OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
CONTACT: MATT ALEXANDER P.E.
OWNER
MUSTANG LAKES OWNERS ASSOCIATION INC.
1755 N. COLLINS BLVD.
SUITE 201
RICHARDSON, TX 75080
ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-331-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: COLIN W. HELFFRICH, P.E.
OWNER
THE CITY OF CELINA
1442 NORTH OHIO STREET
CELINA, TEXAS 75009
972-382-2682
DEVELOPER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY MCCOUSTON P.E.



REVISID: PLATREDATE

OWNER'S CERTIFICATE AND DEDICATION

TRACT 1

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, CELINA 682 PARTNERS, L.P., a Texas limited partnership, THE CITY OF CELINA, and MUSTANG LAKES OWNERS ASSOCIATION, INC., are the owners of a tract of land in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being part of that tract of land conveyed in Deed to Celina 682 Partners, L.P., according to the document filed of record in Document Number 20060419000517060, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the northwest corner of that tract of land conveyed in Deed to Sunshine Development Group, LTD, according to the document filed of record in Document Number 20150731000953760, Official Public Records, Collin County, Texas, same being common with an interior ell corner of Lot 11X, Block H of MUSTANG LAKES PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Plat filed of record in Cabinet 2017, Page 74, Official Public Records, Collin County, Texas;

THENCE N 14° 27' 02" E, with the east line of said Lot 11X, a distance of 48.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the south line of Seabiscuit Road, a 50 foot right-of-way, for the northeast corner of said Lot 11X;

THENCE Over and across the above mentioned Celina 682 Partners, L.P. tract, the following courses and distances:

S 77° 46' 11" E, a distance of 25.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left, having a central angle of 89° 54' 47", a radius of 45.00 feet and a chord bearing and distance of N 57° 03' 17" E, 63.59 feet;

With said curve to the left, an arc distance of 70.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 12° 05' 54" E, a distance of 272.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left, having a central angle of 36° 52' 14", a radius of 45.00 feet and a chord bearing and distance of N 06° 20' 13" W, 28.46 feet;

With said curve to the left, an arc distance of 28.96 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 65° 13' 40" E, a distance of 40.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 34° 08' 05" E, a distance of 134.75 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 22° 33' 20" E, a distance of 125.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left, having a central angle of 110° 08' 24", a radius of 50.00 feet and a chord bearing and distance of N 55° 40' 48" E, 81.99 feet;

With said curve to the left, an arc distance of 96.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 83° 16' 21" E, a distance of 23.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 19° 28' 13" E, a distance of 215.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 03° 04' 59" E, a distance of 120.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left, having a central angle of 03° 24' 52", a radius of 2,025.00 feet and a chord bearing and distance of S 88° 37' 27" E, 120.66 feet;

With said curve to the left, an arc distance of 120.68 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 89° 40' 07" E, a distance of 87.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 00° 19' 53" E, a distance of 150.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 89° 40' 07" E, a distance of 860.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 00° 19' 53" W, a distance of 150.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 89° 40' 07" E, a distance of 81.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right, having a central angle of 50° 48' 59", a radius of 375.00 feet and a chord bearing and distance of S 64° 55' 23" E, 321.80 feet;

With said curve to the right, an arc distance of 332.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 39° 30' 54" E, a distance of 539.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left, having a central angle of 43° 07' 17", a radius of 300.00 feet and a chord bearing and distance of S 61° 04' 33" E, 220.49;

With said curve to the left, an arc distance of 225.78 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 42° 47' 41" E, a distance of 44.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 89° 54' 47" E, a distance of 20.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the east line of the above mentioned Celina 682 Partners, L.P. tract, same being common with the west line of Farm to Market Road 2478, a variable width right-of-way;

THENCE S 00° 05' 13" E, with said common line, a distance of 133.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the most easterly southeast corner of said Celina 682 Partners, L.P. tract, same being common with the northeast corner of that tract of land conveyed in Deed to David Nguyen and Thao Lam, according to the document filed of record in Document Number 20160915001232420, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found bears N 43° 41' 54"E, 0.16 feet;

THENCE S 89° 48' 02" W, with the north line of said David Nguyen and Thao Lam tract, a distance of 291.81 feet to a 1/2 inch iron rod found for an interior ell corner of said Celina 682 Partners, L.P. tract, same being common with the northwest corner of said David Nguyen and Thao Lam tract;

THENCE S 00° 20' 34" E, a distance of 150.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the north line of Lot 4 of ROLLING MEADOWS ESTATES, an Addition to the City of Celina, Collin County, Texas, according to the Plat filed of record in Cabinet N, Slide 302, Map Records, Collin County, Texas, for the most southern southeast corner of said Celina 682 Partners, L.P. tract, same being common with the southwest corner of said David Nguyen and Thao Lam tract, from which a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found bears S 64° 45' 14"E, 0.47 feet;

THENCE S 89° 40' 07" W, with the south line of said Celina 682 Partners, L.P. tract, a distance of 2,209.89 feet to the POINT OF BEGINNING, and containing 39.803 acres of land, more or less.

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
5	V	12581	0.29
6	V	13134	0.30
7	V	12708	0.29
8	V	11437	0.26
9	V	10911	0.25
10	V	10385	0.24
11	V	10947	0.25
12	V	10550	0.24
13	V	10034	0.23
14	V	10034	0.23
15	V	10378	0.24
16	V	10475	0.24
17	V	10292	0.24
18	V	10293	0.24
19	V	10412	0.24
20	V	10330	0.24
21	V	10286	0.24
22	V	10379	0.24
23	V	9693	0.22
24	V	9694	0.22

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
25	V	9694	0.22
26	V	9694	0.22
27	V	9694	0.22
28	V	11165	0.26
29	V	9465	0.22
30	V	7753	0.18
31	V	7753	0.18
32	V	7753	0.18
33	V	7753	0.18
34	V	7753	0.18
35	V	7753	0.18
36	V	8150	0.19
37	V	8063	0.19
38	V	8134	0.19
39	V	7978	0.18
40	V	7794	0.18
41	V	8003	0.18
42	V	7995	0.18
43	V	7903	0.18
44	V	7861	0.18

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
45	V	7946	0.18
46	V	7524	0.17
47	V	7524	0.17
48	V	7524	0.17
49	V	7907	0.18
50	V	10240	0.24
51	V	8471	0.19
52	V	8096	0.19
53	V	7851	0.18
54	V	7513	0.17
55	V	7502	0.17
56	V	12130	0.28
57	V	14501	0.33
58	V	14882	0.34
59	V	10979	0.25
60	V	10390	0.24

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
55	H	14553	0.33
56	H	17033	0.39
58	H	14370	0.33
59	H	14370	0.33
60	H	12040	0.28
61	H	12040	0.28
62	H	12040	0.28
63	H	12040	0.28
64	H	12040	0.28
65	H	12040	0.28
66	H	12040	0.28
67	H	12040	0.28
68	H	12041	0.28
69	H	13042	0.30
70	H	44544	1.02
71	H	43560	1.00
72	H	43560	1.00
73	H	43560	1.00
74	H	43560	1.00
75	H	43560	1.00

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
76	H	43560	1.00
77	H	43560	1.00
78	H	43560	1.00
79	H	43565	1.00
80	H	47735	1.10
81	H	45294	1.04

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
8	J	13568	0.31
9	J	12581	0.29
10	J	12663	0.29
11	J	12901	0.30
12	J	12595	0.29
13	J	15138	0.35

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
10	M	12280	0.28
11	M	10459	0.24
12	M	10433	0.24
13	M	10203	0.23
14	M	9970	0.23
15	M	9923	0.23
16	M	13386	0.31

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
13	T	9730	0.22
14	T	10691	0.25

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
19	I	13546	0.31
20	I	10907	0.25
21	I	10957	0.25
22	I	10732	0.25
23	I	10627	0.24
24	I	9689	0.22
25	I	9689	0.22
26	I	10651	0.24
27	I	11317	0.26
28	I	10291	0.24
29	I	10281	0.24
30	I	10821	0.25
31	I	10261	0.24
32	I	10003	0.23
33	I	10116	0.23
34	I	10971	0.25
35	I	11904	0.27
36	I	11178	0.26
37	I	10696	0.25
38	I	10360	0.24

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
39	I	10360	0.24
40	I	10360	0.24
41	I	10360	0.24
42	I	10360	0.24
43	I	10360	0.24
44	I	10360	0.24
45	I	10037	0.23
46	I	13349	0.31
47	I	13657	0.31
48	I	9650	0.22
49	I	9643	0.22
50	I	12267	0.28
51	I	12389	0.28
52	I	12575	0.29
53	I	12501	0.29
54	I	12541	0.29
55	I	13249	0.30
56	I	14549	0.33
57	I	13606	0.31
58	I	13559	0.31

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
59	I	12986	0.30
60	I	12691	0.29
61	I	12852	0.30
62	I	12481	0.29
63	I	12351	0.28
64	I	12808	0.29
65	I	12652	0.29
66	I	12688	0.29
67	I	12910	0.30
68	I	12567	0.29
96	I	12862	0.30
97	I	10102	0.23

THE PURPOSE OF THIS AMENDED PLAT IS TO SEPARATE LOT 3X BLOCK J INTO THREE (3) HOA LOTS (LOT 3X BLOCK J, LOT 4X BLOCK I, AND LOT 5X BLOCK I).

108.700 ACRES
251 RESIDENTIAL LOTS
13 HOA LOTS
CONSTRUCTION PLAT
MUSTANG LAKES
PHASE 3A

AND AN AMENDED PLAT OF LOT 3X BLOCK J OF

MUSTANG LAKES PHASE 2B
FINAL PLAT
3 HOA LOTS

AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

OCTOBER 2017

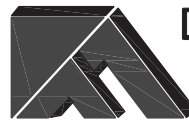
SCALE: 1"=60'

OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER
THE CITY OF CELINA
142 NORTH OHIO STREET
CELINA, TEXAS 75009
972-382-2682

OWNER
MUSTANG LAKES OWNERS ASSOCIATION INC.
1755 N. COLLINS BLVD
SUITE 200
RICHARDSON, TX 75080

DEVELOPER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY MCCOUSTON P.E.



ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: COLIN W. HELFFFRICH, P.E.

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	EE	7618	0.17
2X	H	260151	5.97
4X	H	8763	0.20
3X	H	12688	0.29
2X	I	177868	4.08
4X	I	1835	0.04
5X	I	9069	0.21
3X	I	3688	0.08
3X	J	1870	0.04
2X	M	4983	0.11
1X	M	139579	3.20
4X	V	110394	2.53
3X	V	1131	0.03

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	EE	19275	0.44
2	EE	16282	0.37
3	EE	15000	0.34
4	EE	15000	0.34
5	EE	15000	0.34
6	EE	15000	0.34
7	EE	15000	0.34
8	EE	15000	0.34
9	EE	15000	0.34
10	EE	15000	0.34
11	EE	15000	0.34
12	EE	15000	0.34
13	EE	15000	0.34
14	EE	15664	0.36
15	EE	12934	0.30
16	EE	12040	0.28
17	EE	12040	0.28
18	EE	12040	0.28
19	EE	12040	0.28
20	EE	12040	0.28

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	EE	12040	0.28
22	EE	12040	0.28
23	EE	12040	0.28
24	EE	12040	0.28
25	EE	12040	0.28
26	EE	12040	0.28
27	EE	12040	0.28
28	EE	13104	0.30
29	EE	16138	0.37

OWNER’S CERTIFICATE AND DEDICATION

TRACT 2

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, CELINA 682 PARTNERS, L.P., a Texas limited partnership, THE CITY OF CELINA, and MUSTANG LAKES OWNERS ASSOCIATION, INC., are the owners of a tract of land in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being part of that tract of land conveyed in Deed to Celina 682 Partners, L.P., according to the document filed of record in Document Number 20060419000517060, Official Public Records, Collin County, Texas, and being an Amended Plat of Lot 10X, Block G of MUSTANG LAKES PHASE ONE, according to the Amended Plat filed of record in Cabinet 2017, Page 74, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' found for the most easterly northeast corner of Lot 1, Block M of said Addition, same being common with the most easterly southeast corner of Lot 15X, Block M of said Addition;

THENCE N 33° 37' 54" E, a distance of 75.00 feet to an "X" cut set in the approximate centerline of Ownsby Parkway, a 120 foot right-of-way;

THENCE With said approximate centerline, the following courses and distances:

S 56° 22' 06" E, a distance of 332.11 feet to an "X" cut set at the beginning of a curve to the left, having a central angle of 35° 17' 14", a radius of 1,500.00 feet and a chord bearing and distance of S 74° 00' 43" E, 909.28 feet;

With said curve to the left, an arc distance 923.82 feet to an "X" cut set for corner;

N 88° 20' 40" E, a distance of 387.83 feet to an "X" cut set in the east line of the above mentioned Celina 682 Partners, L.P. tract, same being common with the west line of Farm to Market Road 2478, a variable width right-of-way, same point being at the beginning of a non-tangent curve to the right, having a central angle of 01° 34' 07", a radius of 5,679.58 feet and a chord bearing and distance of S 00° 52' 16" E, 155.49 feet;

THENCE With said common line and said curve to the right, an arc distance of 155.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, from which a wooden Right-of-Way Marker bears N 88° 58' 24"E, 0.84 feet;

THENCE S 00° 05' 13" E, continuing with said common line, a distance of 1,449.65 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

THENCE Leaving said common line, over and across the above mentioned Celina 682 Partners, L.P. tract, the following courses and distances:

S 89° 54' 47" W, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 84° 25' 13" W, a distance of 360.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 58° 38' 32" W, a distance of 154.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 39° 30' 54" W, a distance of 9.44 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner at the beginning of a curve to the left, having a central angle of 27° 45' 21", a radius of 425.00 feet and a chord bearing and distance of N 53° 23' 35"W, 203.88 feet;

With said curve to the left, an arc distance of 205.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 00° 19' 53" W, a distance of 183.96 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 89° 40' 07" W, a distance of 946.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 52° 24' 33" W, a distance of 56.82 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 33° 02' 10" W, a distance of 93.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 00° 19' 53" E, a distance of 107.21 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 89° 40' 07" W, a distance of 153.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner at the beginning of a curve to the right, having a central angle of 02° 06' 48", a radius of 1,975.00 feet and a chord bearing and distance of N 89° 16' 29" W, 72.84 feet;

With said curve to the right, an arc distances of 72.85 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 18° 03' 51" E, a distance of 157.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 85° 52' 17" W, a distance of 118.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 84° 32' 35" W, a distance of 84.37 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 80° 33' 31" W, a distance of 168.70 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 74° 52' 52" W, a distance of 175.35 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 72° 30' 07" W, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 70° 01' 45" W, a distance of 178.53 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 65° 40' 50" W, a distance of 166.34 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 56° 21' 24" W, a distance of 248.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner in the east line of the above mentioned Lot 10X;

THENCE N 43° 25' 00" W, a distance of 15.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner in the east line of Roseland Parkway, a variable width right-of-way, same being at the beginning of a non-tangent curve to the left, having a central angle of 38° 03' 07", a radius of 1,405.00 feet and a chord bearing and distance of N 27° 33' 26" E, 916.05 feet;

THENCE With said east line and said curve to the left, an arc distance of 933.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

THENCE S 74° 53' 19" E, leaving said east line, a distance of 15.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set in the east line of the above mentioned Lot 10X, same being at the beginning of a non-tangent curve to the right, having a central angle of 25° 04' 50", a radius of 1,420.00 feet and a chord bearing and distance of S 21° 08' 29" W, 616.64 feet;

THENCE With said curve to the right, and said east line, an arc distance of 621.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

THENCE Leaving said east line, over and across the above mentioned Celina 682 Partners, L.P. tract, the following courses and distances:

S 61° 36' 46" E, a distance of 144.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 66° 28' 36" E, a distance of 146.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 71° 20' 57" E, a distance of 219.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 80° 16' 56" E, a distance of 292.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 89° 36' 09" E, a distance of 146.96 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 87° 41' 26" E, a distance of 189.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 02° 18' 34" E, a distance of 126.93 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

S 87° 41' 26" E, a distance of 8.74 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner at the beginning of a curve to the left, having a central angle of 85° 20' 34", a radius of 70.00 feet and a chord bearing and distance of N 49° 38' 17" E, 94.89 feet;

With said curve to the left, an arc distance of 104.27 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 06° 58' 01" E, a distance of 212.04 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner at the beginning of a curve to the left, having a central angle of 42° 06' 35", a radius of 70.10 feet and a chord bearing and distance of N 15° 14' 01" W, 50.37 feet;

With said curve to the left, an arc distance of 51.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 53° 41' 45" E, a distance of 37.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 00° 24' 30" E, a distance of 144.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

N 89° 35' 30" W, a distance of 263.57 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' found in the south line of Vaquero Lane, a 50 foot right-of-way, for an interior ell corner of the above mentioned Celina 682 Partners, L.P. tract, same being common with the southeast corner of Lot 12, Block T of the above mentioned Addition;

THENCE N 01° 28' 05" W, with the east line of said Lot 12, a distance of 165.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' found in the south line of Vaquero Lane, a 50 foot right-of-way, for the northeast corner of said Lot 12, same being at the beginning of a non-tangent curve to the left, having a central angle of 06° 01' 47", a radius of 975.00 feet and a chord bearing and distance of N 85° 31' 02" E, 102.56 feet;

THENCE With said south line and said curve to the left, an arc distance of 102.61 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set at the beginning of a reverse curve to the right, having a central angle of 03° 54' 50", a radius of 775.00 feet and a chord bearing and distance of N 84° 27' 33" E, 52.93 feet;

THENCE Continuing with said south line and said curve to the right, an arc distance of 52.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' set for an interior ell corner of the above mentioned Celina 682 Partners, L.P. tract;

THENCE N 03° 35' 02" W, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' found in the north line of the above mentioned Vaquero Lane, for the southeast corner of Lot 9, Block M of the above mentioned Addition;

THENCE With the east line of said Addition, the following courses and distances:

N 05° 09' 04" E, a distance of 75.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' found for corner;

N 08° 52' 51" E, a distance of 57.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' found for corner;

N 12° 47' 43" E, a distance of 58.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' found for corner;

N 18° 12' 56" E, a distance of 239.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' found for corner;

N 08° 38' 59" E, a distance of 89.77 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'DAA' found for corner;

N 24° 07' 26" E, a distance of 67.75 feet to the POINT OF BEGINNING, and containing 74.502 acres of land, more or less.

THE PURPOSE OF THIS AMENDED PLAT IS TO SEPARATE LOT 3X BLOCK J INTO THREE (3) HOA LOTS (LOT 3X BLOCK J, LOT 4X BLOCK I, AND LOT 5X BLOCK I).

108.700 ACRES
251 RESIDENTIAL LOTS
13 HOA LOTS
CONSTRUCTION PLAT
MUSTANG LAKES
PHASE 3A
AND AN AMENDED PLAT OF LOT 3X BLOCK J OF
MUSTANG LAKES PHASE 2B
FINAL PLAT
3 HOA LOTS
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS
OCTOBER 2017
SCALE: 1"=60'

OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER
THE CITY OF CELINA
142 NORTH OHIO STREET
CELINA, TEXAS 75009
972-382-2682

DEVELOPER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY MCCUISTION P.E.



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: COLIN W. HELFFFRICH, P.E.

Attachment: Mustang 3A Final Plat (Mustang Lakes Phase 3A Construction Plat)

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REVISED:

DOCUMENT NO.

(PLAN # P-201710-05)

7 of 8

Packet Pg. 55

PRIVATE DRAINAGE EASEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

This plat is hereby adopted by the Owners and approved by the City of Celina (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns:

The area or areas shown on the plat as "Private Drainage Easement" shall remain accessible at all times and shall be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the Private Drainage Easement. The City will not be responsible for the maintenance and operation of the drainage facilities within the Private Drainage Easement or for any damage to private property or person that results from conditions within the Private Drainage Easement. No obstruction to the natural flow of storm water run-off shall be permitted. Each property owner shall keep the portion of the Private Drainage Easement traversing or adjacent to their property clean and free of debris, silt, and any materials which would result in unsanitary conditions or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. The City shall not be held liable for any damages of any nature resulting from failure of facilities within the Private Drainage Easement. The City shall have the right to enter upon the Private Drainage Easement at any point, or points, to investigate, survey, construct and maintain any drainage facility deemed necessary for drainage purposes.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CELINA 682 PARTNERS, LP, THE CITY OF CELINA, and MUSTANG LAKES OWNERS ASSOCIATION, INC, acting herein by and through his/her(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as MUSTANG LAKES PHASE 3A addition, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated, for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.

The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as show hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easments to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

This plat is hereby adopted by the Owners and approved by the City of Celina (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns: The portion of Lot 2X Block I and Lot 1X Block M as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement.

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

WITNESS, my hand this the ____ day of _____, 2018.

CELINA 682 PARTNERS, L.P.

By: Celina 682 GP Partners, LLC,
its General Partner

By: LLC Manager, Inc.,
its Manager

By: _____
James J. Melino,
President

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared James J. Melino, President of LLC Manager, Inc., Manager of Celina 682 GP Partners, LLC, General Partner of Celina 682 Partners, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

MUSTANG LAKES OWNERS ASSOCIATION, INC.

By: _____
James J. Melino,
President

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared James J. Melino, the President of Mustang Lakes Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

THE CITY OF CELINA

By: _____
Name: _____
City Manager

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared _____, the City Manager of The City of Celina, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

That I, John Melton, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

Signature of the Registered Professional

Texas Registration No.

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared John Melton, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson Date of Recommendation

APPROVED BY: City Council
City of Celina, Texas

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

Property Location Statement

This property is located in the corporate limits (or the extraterritorial jurisdiction) of the City of Celina, Collin County, Texas.

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

THE PURPOSE OF THIS AMENDED PLAT IS TO SEPARATE LOT 3X BLOCK J INTO THREE (3) HOA LOTS (LOT 3X BLOCK J, LOT 4X BLOCK I, AND LOT 5X BLOCK I).

108.700 ACRES
251 RESIDENTIAL LOTS
13 HOA LOTS
CONSTRUCTION PLAT
MUSTANG LAKES
PHASE 3A

AND AN AMENDED PLAT OF LOT 3X BLOCK J OF
MUSTANG LAKES PHASE 2B
FINAL PLAT
3 HOA LOTS

AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

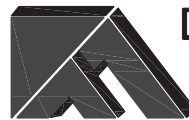
OCTOBER 2017 SCALE: 1"=60'

OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER
THE CITY OF CELINA
142 NORTH OHIO STREET
CELINA, TEXAS 75009
972-382-2682

OWNER
MUSTANG LAKES OWNERS ASSOCIATION INC.
1755 N. COLLINS BLVD
SUITE 200
RICHARDSON, TX 75080

DEVELOPER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY McCUISION P.E.



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: COLIN W. HELFFFRICH, P.E.

DOCUMENT NO.

(PLAN # P-201710-05)

8 of 8
Packet Pg. 56

Attachment: Mustang 3A Final Plat (Mustang Lakes Phase 3A Construction Plat)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Mustang Lakes Phase 3B Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Mustang Lakes Phase 3B being an approximately 25.679 acre tract of land situated in the Coleman Watson Survey, Abstract No. 946, Collin County, Texas, generally located west of FM 2478 (Custer Road), north of FM 1461 (Frontier Parkway), south of County Road 88, and east of County Road 84. The plat is comprised of 109 residential lots, and seven (7) open space lots. (Mustang Lakes Phase 3B) (Jackson)

Owner:

Celina 682 Partners, LP
8750 N. Central Expressway, Suite 1735
Dallas, TX 75231

Background Information:

Staff has reviewed the proposed Construction Plat for Mustang Lakes Phase 3B and determined that determined that the plat meets all the requirements of the Subdivision Ordinance.

Board Review/Citizen Input:

The Planning and Zoning Commission, at the regular meeting held on May 15, 2018, voted unanimously to recommend approval of the plat.

Alternatives:

N/A

Financial Considerations:

N/A

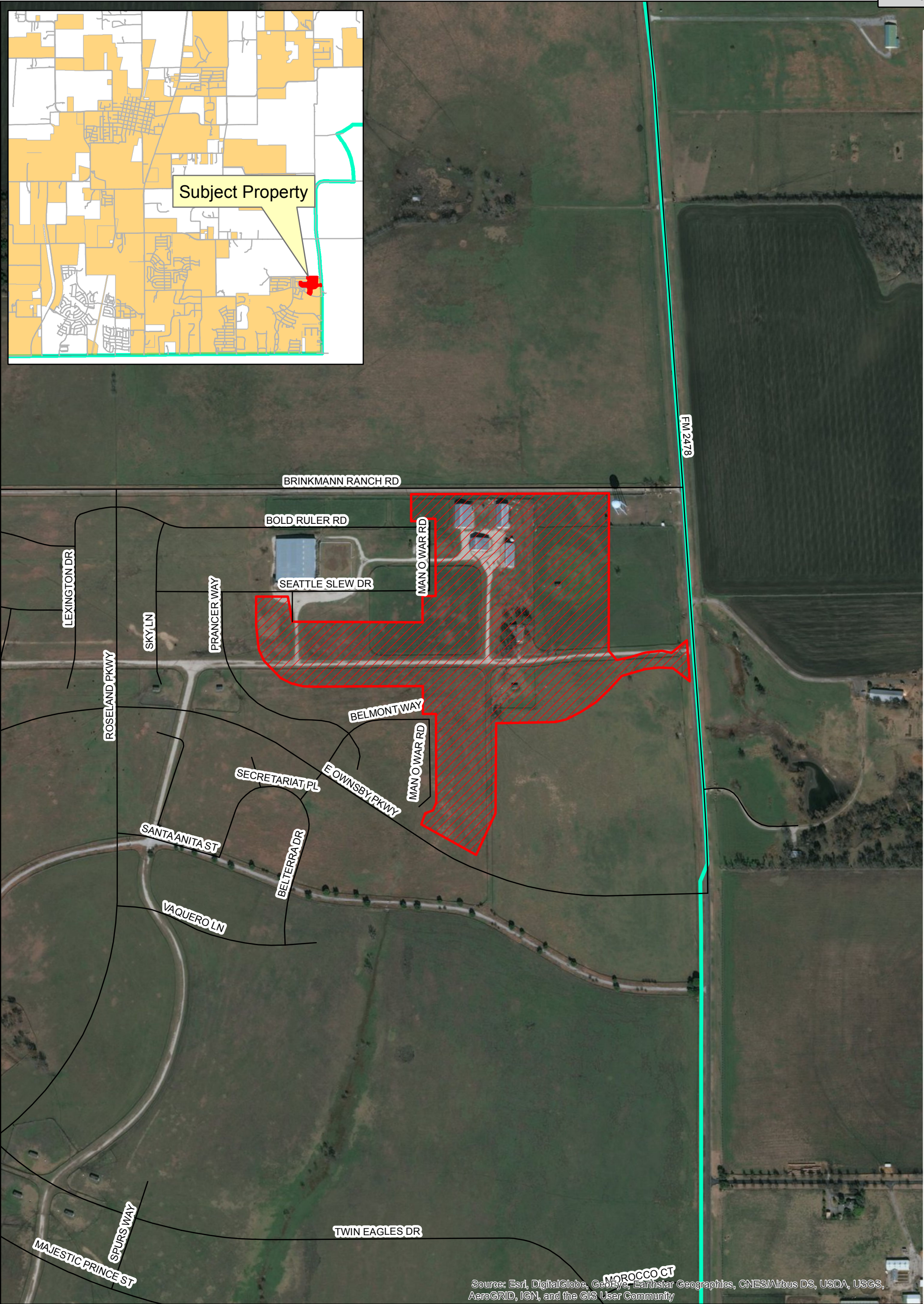
Legal Review:

N/A

Supporting Documents:

Location Map
Proposed Construction Plat

Staff Recommendation:
Staff recommends approval.



Attachment: MustangLakesPhase3B_LocationMap_532018 (Mustang Lakes Phase 3B Construction Plat)

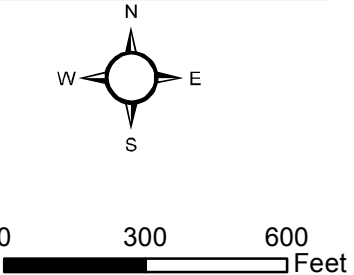


Location Map
Mustang Lakes
Phase 3B

Date: 5/3/2018

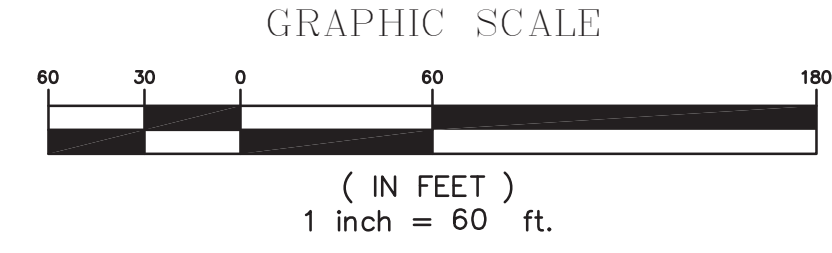
Legend

- Roads
- Mustang Lakes Phase 3B
- ETJ Limits



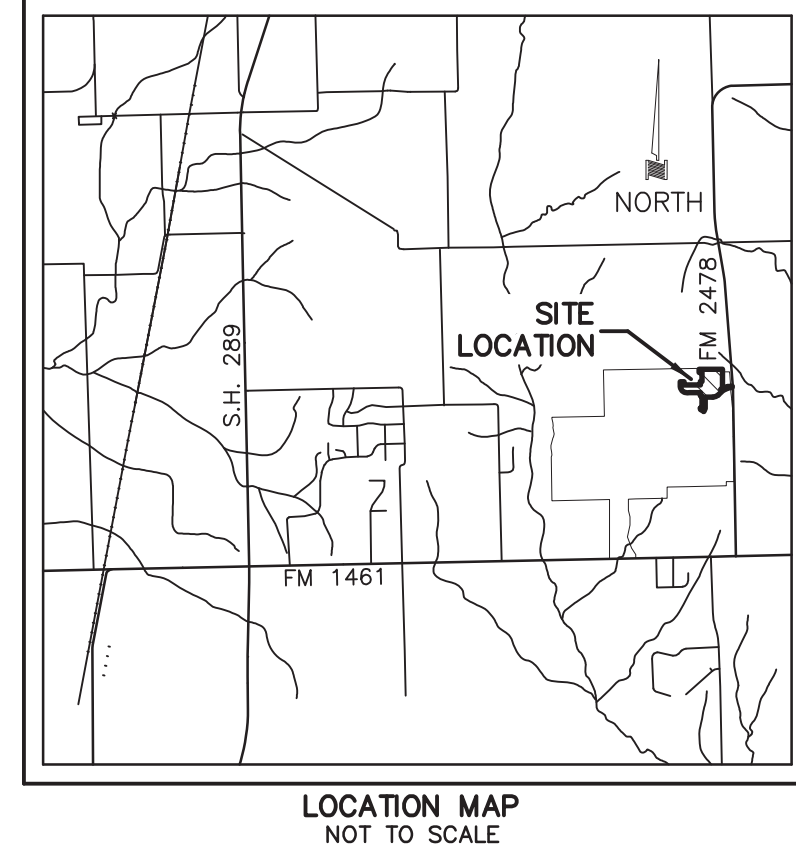
BRINKMANN RANCHES OF COLLIN COUNTY, L.P.
VOL. 6067, PG. 1313
D.R.C.C.T.

TRACT 9
CALLED 5.384 ACRES
BRINKMANN RANCHES OF COLLIN COUNTY, L.P.
VOL. 6067, PG. 1306
D.R.C.C.T.



- LEGEND**
- D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
WE = WATER EASEMENT
BL = BUILDING LINE
SSE = SANITARY SEWER EASEMENT
DE = DRAINAGE EASEMENT
DSSE = DRAINAGE & SANITARY SEWER EASEMENT
UE = UTILITY EASEMENT
VE = VISIBILITY EASEMENT
PWME = PRIVATE WALL AND WALL MAINTENANCE EASEMENT
PFME = PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT
<CM> = CONTROL MONUMENT
⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
● = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
◇ = DENOTES STREET NAME CHANGE

- NOTES:**
1. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202)
 2. "X" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINTS OF CURVATURE.
 3. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
 4. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 5. ALL X-LOTS ARE UNBUILDABLE EXCEPT LOTS 1X BLOCK CC AND 4X BLOCK BB, AS THESE SHALL BE BUILDABLE LOTS.
 6. THIS PROPERTY IS LOCATED WITHIN ZONE X AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAP NUMBER 48085C0140J DATED JUNE 2, 2009.
 7. ALL X LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 8. HEADWALLS WITH STONE/BRICK VENEER SHALL BE THE HOA'S MAINTENANCE RESPONSIBILITY.
 9. SCREENING WALLS AND RETAINING WALLS LOCATED WITHIN THE PRIVATE WALL AND WALL MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 10. FENCES AND RETAINING WALLS LOCATED WITHIN THE PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.



CONSTRUCTION PLAT
25.670 ACRES
109 RESIDENTIAL LOTS
7 HOA LOTS
**MUSTANG LAKES
PHASE 3B**

AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

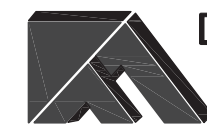
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OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER
THE CITY OF CELINA
142 NORTH OHIO STREET
CELINA, TEXAS 75808
972-382-2682

DEVELOPER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY MCCUISTION P.E.

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
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DOCUMENT NO.

(PLAN # P-201710-04)

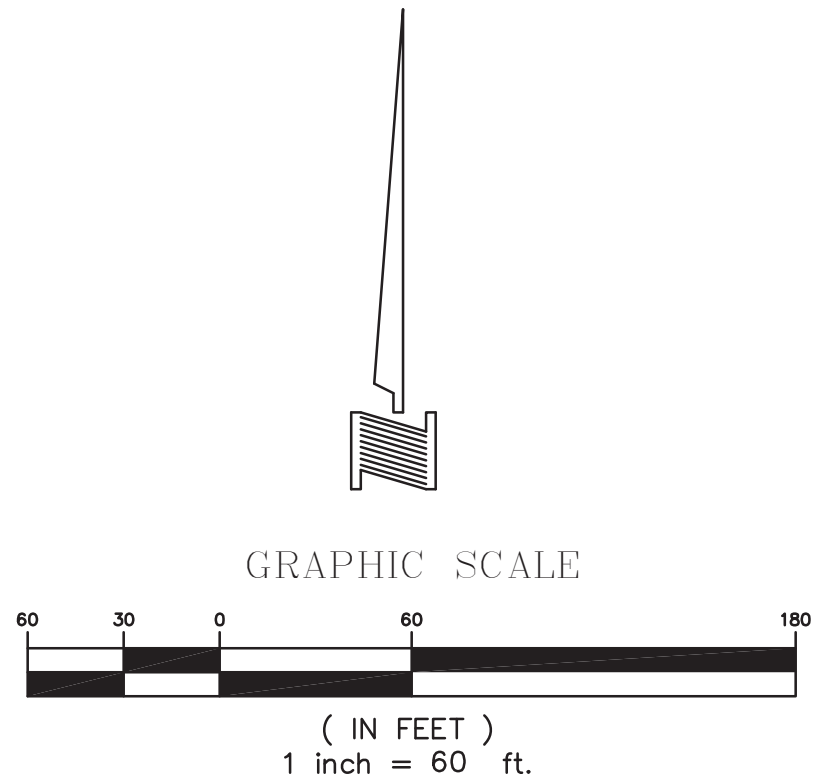
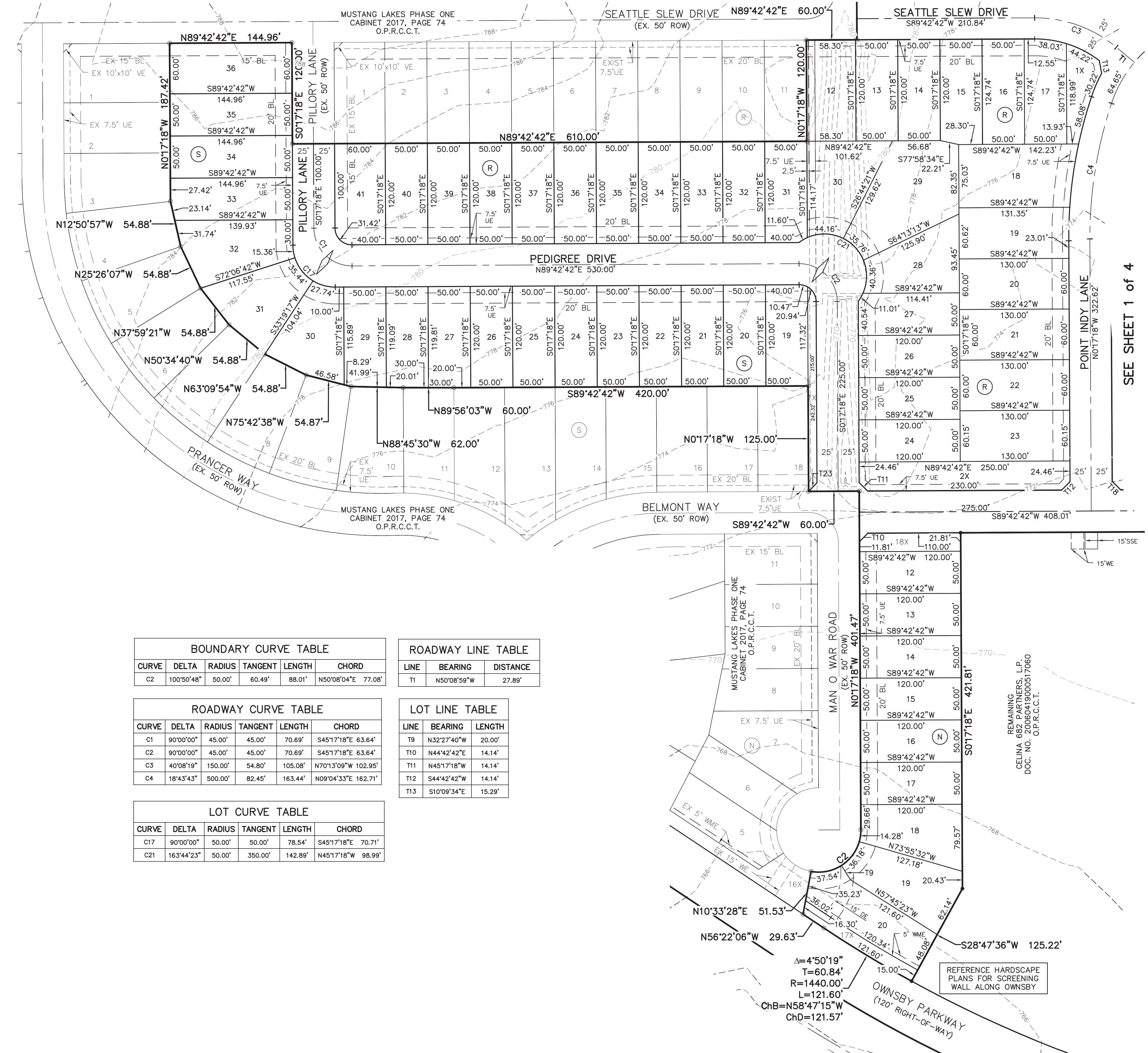
1 of 4

Packet Pg. 60

REVISED:

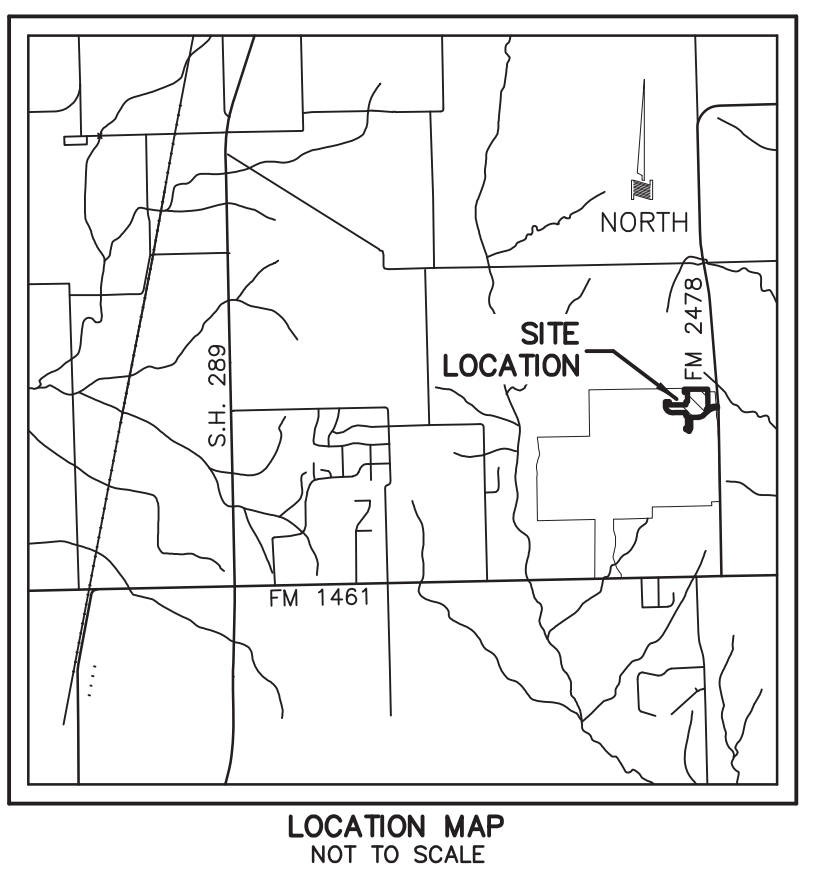
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SEE SHEET 1 of 4



- LEGEND**
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 8. HEADWALLS WITH STONE/BRICK VENEER SHALL BE THE HOA'S MAINTENANCE RESPONSIBILITY.
 9. SCREENING WALLS AND RETAINING WALLS LOCATED WITHIN THE PRIVATE WALL AND WALL MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.
 10. FENCES AND RETAINING WALLS LOCATED WITHIN THE PRIVATE FENCE AND FENCE MAINTENANCE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOA.



CONSTRUCTION PLAT
25.670 ACRES
109 RESIDENTIAL LOTS
7 HOA LOTS
**MUSTANG LAKES
PHASE 3B**
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS
OCTOBER 2017 SCALE: 1"=60'

OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER
THE CITY OF CELINA
142 NORTH OHIO STREET
CELINA, TEXAS 75009
972-382-2682

DEVELOPER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY MCCOUSTON P.E.

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: COLIN W. HELFRICH, P.E.

BOUNDARY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C2	100°50'48"	50.00'	60.49'	88.01'	N50°08'04"E 77.08'

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	90°00'00"	45.00'	45.00'	70.69'	S45°17'18"E 63.64'
C2	90°00'00"	45.00'	45.00'	70.69'	S45°17'18"E 63.64'
C3	40°08'19"	150.00'	54.80'	105.08'	N70°13'09"W 102.95'
C4	18°43'43"	500.00'	82.45'	163.44'	N09°04'33"E 162.71'

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C17	90°00'00"	50.00'	50.00'	78.54'	S45°17'18"E 70.71'
C21	163°44'23"	50.00'	350.00'	142.89'	N45°17'18"W 98.99'

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T1	N50°08'59"W	27.89'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T9	N32°27'40"W	20.00'
T10	N44°42'42"E	14.14'
T11	N45°17'18"W	14.14'
T12	S44°42'42"W	14.14'
T13	S10°09'34"E	15.29'

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, CELINA 682 PARTNERS, L.P., a Texas limited partnership, and THE CITY OF CELINA are the owners of a tract of land in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being part of that tract of land conveyed in Deed to Celina 682 Partners, L.P., according to the document filed of record in Document Number 20060419000517060, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the north line of said Celina 682 Partners, L.P. tract, same being common with the south line of that tract of land described as Tract 9 as conveyed in Deed to Brinkmann Ranches of Collin County, L.P., according to the document filed of record in Volume 6067, Page 1306, Deed Records, Collin County, Texas, for the northeast corner of Lot 22, Block P of Amended Plat MUSTANG LAKES PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Amended Plat filed in Cabinet 2017, Page 74, Official Public Records, Collin County, Texas;

THENCE With said common line, the following three (3) courses and distances:

N 89° 51' 51" E, a distance of 253.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 89° 56' 24" E, a distance of 311.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 89° 42' 42" E, a distance of 305.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving the above mentioned common line, over and across the above mentioned Celina 682 Partners, L.P. tract, the following courses and distances:

S 00° 17' 18" E, a distance of 701.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 46° 42' 58" W, a distance of 72.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right, having a central angle of 06° 51' 20", a radius of 175.00 feet and a chord bearing and distance of S 46° 42' 42" E, 20.93 feet;

With said curve to the right, an arc distance of 20.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 43° 17' 02" E, a distance of 4.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 88° 17' 02" E, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 46° 42' 58" E, a distance of 66.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right, having a central angle of 39° 30' 50", a radius of 275.00 feet and a chord bearing and distance of N 66° 28' 23" E, 185.92 feet;

With said curve to the right, an arc distance of 189.65 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 86° 13' 47" E, a distance of 107.45 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 41° 13' 47" E, a distance of 42.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 86° 13' 47" E, a distance of 20.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the east line of the above mentioned Celina 682 Partners, L.P. tract, same being common with the west line of Farm to Market Road 2478, a variable width right-of-way,

THENCE S 03° 46' 13" E, with said common line, a distance of 110.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving said common line, over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

S 86° 13' 47" W, a distance of 20.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 48° 46' 13" W, a distance of 42.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 86° 13' 47" W, a distance of 107.45 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left, having a central angle of 39° 30' 50", a radius of 225.00 feet and a chord bearing and distance of S 66° 28' 23" W, 152.11 feet;

With said curve to the left, an arc distance of 155.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 46° 42' 58" W, a distance of 308.97 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right, having a central angle of 42° 59' 44", a radius of 275.00 feet and a chord bearing and distance of S 68° 12' 50" W, 201.56 feet;

With said curve to the right, an arc distance of 206.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 89° 42' 42" W, a distance of 288.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 00° 17' 18" E, a distance of 421.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 28° 47' 36" W, a distance of 125.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the north line of Ownsby Parkway, a 120 foot right-of-way, same point being at the beginning of a non-tangent curve to the right, having a central angle of 04° 50' 19", a radius of 1,440.00 feet and a chord bearing and distance of N 58° 47' 15" W, 121.57 feet;

THENCE With said north line and said curve to the right, an arc distance of 121.60 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE N 56° 22' 06" W, continuing with said north line, a distance of 29.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the most easterly southeast corner of Lot 16X, Block N of the above mentioned Addition;

THENCE N 10° 33' 28" E, leaving said north line and with the east line of said Lot 16X, a distance of 51.53 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the most easterly northeast corner of said Lot 16X, same being at the beginning of a non-tangent curve to the left, having a central angle of 100° 50' 48", a radius of 50.00 feet and a chord bearing and distance of N 50° 08' 04" E, 77.08 feet;

THENCE With said curve to the left, an arc distance of 88.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the east line of Man O War Road, a 50 foot right-of-way;

THENCE N 00° 17' 18" W, with said east line, a distance of 401.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the north line of Belmont Way, a 50 foot right-of-way, for an interior ell corner of the above mentioned Celina 682 Partners, L.P. tract;

THENCE S 89° 42' 42" W, with said north line, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the southeast corner of Lot 18, Block S of the above mentioned Addition;

THENCE N 00° 17' 18" W, leaving said north line and with the east line of said Lot 18, a distance of 125.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for an interior ell corner of said Celina 682 Partners, L.P. tract, same being common with the northeast corner of said Lot 18;

THENCE With said Addition, the following courses and distances:

S 89° 42' 42" W, a distance of 420.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 89° 56' 03" W, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 88° 45' 30" W, a distance of 62.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 75° 42' 38" W, a distance of 54.87 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 63° 09' 54" W, a distance of 54.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 50° 34' 40" W, a distance of 54.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 37° 59' 21" W, a distance of 54.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 25° 26' 07" W, a distance of 54.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 12° 50' 57" W, a distance of 54.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 00° 17' 18" W, a distance of 187.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the south line of Seattle Slew Drive, a 50 foot right-of-way, for the northeast corner of Lot 1, Block S of the above mentioned Addition;

THENCE N 89° 42' 42" E, with said south line, a distance of 144.96 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the intersection of said south line and the west line of Pillory Lane, a 50 foot right-of-way;

THENCE S 00° 17' 18" E, with said west line, a distance of 120.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE N 89° 42' 42" E, a distance of 610.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the southeast corner of Lot 11, Block R of the above mentioned Addition;

THENCE N 00° 17' 18" W, with the east line of said Lot 11, a distance of 120.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the above mentioned south line of Seattle Slew Drive, for the northeast corner of said Lot 11;

THENCE N 89° 42' 42" E, with said south line, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the intersection of said south line and the east line of Colt Lane, a 50 right-of-way;

THENCE N 00° 17' 18" W, with said east line, a distance of 350.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE S 89° 42' 42" W, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the west line of the above mentioned Colt Lane;

THENCE S 00° 17' 18" E, with said west line, a distance of 10.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the intersection of said west line and the north line of Bold Ruler Road, a 50 foot right-of-way;

THENCE S 89° 42' 42" W, with said north line, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the southeast corner of the above mentioned Lot 22;

THENCE N 00° 17' 18" W, with the east line of said Lot 22, a distance of 122.57 feet to the POINT OF BEGINNING, and containing 25.670 acres of land, more or less.

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	II	7150	0.16
2	II	6000	0.14
3	II	6000	0.14
4	II	6000	0.14
5	II	6114	0.14
8	II	6540	0.15
9	II	6036	0.14
10	II	6000	0.14
11	II	6000	0.14
12	II	6000	0.14
13	II	6000	0.14
14	II	6000	0.14
15	II	6000	0.14
16	II	6000	0.14
17	II	6000	0.14
18	II	6000	0.14
19	II	6000	0.14
20	II	6000	0.14
21	II	6000	0.14
22	II	7150	0.16

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
12	R	6996	0.16
13	R	6000	0.14
14	R	6000	0.14
15	R	6185	0.14
16	R	6237	0.14
17	R	6166	0.14
18	R	10194	0.23
19	R	7898	0.18
20	R	7800	0.18
21	R	7800	0.18
22	R	7800	0.18
23	R	7820	0.18
24	R	6000	0.14
25	R	6000	0.14
26	R	6000	0.14
27	R	5971	0.14
28	R	7450	0.17
29	R	12484	0.29
30	R	8167	0.19
31	R	5968	0.14

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
12	N	6000	0.14
13	N	6000	0.14
14	N	6000	0.14
15	N	6000	0.14
16	N	6000	0.14
17	N	6000	0.14
18	N	7445	0.17
19	N	8329	0.19
20	N	8039	0.18

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
17X	N	2307	0.05
18X	N	2568	0.06

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	JJ	7282	0.17
2	JJ	6102	0.14
3	JJ	6095	0.14
4	JJ	6082	0.14
5	JJ	6067	0.14
6	JJ	6052	0.14
7	JJ	6036	0.14
8	JJ	6021	0.14
9	JJ	6006	0.14
10	JJ	6000	0.14
11	JJ	6000	0.14
12	JJ	5699	0.13
13	JJ	11291	0.26
14	JJ	11577	0.27
15	JJ	5826	0.13
16	JJ	6000	0.14
17	JJ	6000	0.14
18	JJ	6000	0.14
19	JJ	6000	0.14
20	JJ	10861	0.25

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
32	R	6000	0.14
33	R	6000	0.14
34	R	6000	0.14
35	R	6000	0.14
36	R	6000	0.14
37	R	6000	0.14
38	R	6000	0.14
39	R	6000	0.14
40	R	6000	0.14
41	R	7114	0.16

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	R	3215	0.07
2X	R	8515	0.20

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	S	2323	0.05

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	JJ	13292	0.31
22	JJ	7312	0.17
23	JJ	6000	0.14
24	JJ	6000	0.14
25	JJ	9193	0.21
26	JJ	7800	0.18
27	JJ	7845	0.18
28	JJ	8450	0.19
29	JJ	9448	0.22

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	JJ	108188	2.48
2X	JJ	2463	0.06

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	II	7028	0.16

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
19	S	5991	0.14
20	S	6000	0.14
21	S	6000	0.14
22	S	6000	0.14
23	S	6000	0.14
24	S	6000	0.14
25	S	6000	0.14
26	S	6000	0.14
27	S	5997	0.14
28	S	5979	0.14
29	S	5914	0.14
30	S	7438	0.17
31	S	7711	0.18
32	S	8361	0.19
33	S	7191	0.17
34	S	7248	0.17
35	S	7248	0.17
36	S	8697	0.20

CONSTRUCTION PLAT

25.670 ACRES
109 RESIDENTIAL LOTS
7 HOA LOTS

MUSTANG LAKES
PHASE 3B

AN ADDITION TO THE CITY OF CELINA
LOCATED WITHIN THE CORPORATE LIMITS
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

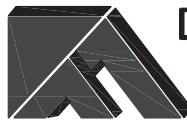
OCTOBER 2017

SCALE: 1"=60'

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ENGINEER/SURVEYOR



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: COLIN W. HELFFRICH, P.E.

DOCUMENT NO.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CELINA 682 PARTNERS, LP, and THE CITY OF CELINA, acting herein by and through his/her(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as MUSTANG LAKES PHASE 3B addition, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated, for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.

The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as show hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenancace of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easments to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

This plat is hereby adopted by the Owners and approved by the City of Celina (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns: The portion of Lot 1X Block JJ as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement.

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

WITNESS, my hand this the ____ day of _____, 2018.

CELINA 682 PARTNERS, L.P.

By: Celina 682 GP Partners, LLC,
its General Partner

By: LLC Manager, Inc.,
its Manager

By: _____
James J. Melino,
President

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared James J. Melino, President of LLC Manager, Inc., Manager of Celina 682 GP Partners, LLC, General Partner of Celina 682 Partners, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

THE CITY OF CELINA

By: _____

Name: _____
City Manager

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared _____, the City Manager of The City of Celina, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

That I, John Melton, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

Signature of the Registered Professional

Texas Registration No.

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared John Melton, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson Date of Recommendation

APPROVED BY: City Council
City of Celina, Texas

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

Property Location Statement

This property is located in the corporate limits (or the extraterritorial jurisdiction) of the City of Celina, Collin County, Texas.

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

CONSTRUCTION PLAT
25.670 ACRES
109 RESIDENTIAL LOTS
7 HOA LOTS

MUSTANG LAKES
PHASE 3B

AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS

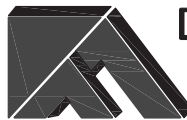
OCTOBER 2017 SCALE: 1"=60'

OWNER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.E.

OWNER
THE CITY OF CELINA
142 NORTH OHIO STREET
CELINA, TEXAS 75009
972-382-2682

DEVELOPER
CELINA 682 PARTNERS, L.P.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: RANDY MCCUISTION P.E.

ENGINEER/SURVEYOR



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: COLIN W. HELFRICH, P.E.

DOCUMENT NO.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: June 12, 2018
 Re: Light Farms Sweetwater Final Plat

Action Requested:

Consider and act upon a Final Plat for Light Farms The Sweetwater Neighborhood, being an approximately 38.40 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, generally located north of Frontier Parkway, south of County Road 51, west of the BNSF Railroad, and east of Dallas North Parkway, containing 179 residential lots, and five (5) open space lots. (Light Farms Sweetwater) (Jackson)

Owner:

LFC Devco Sweetwater, LLC
 8401 N. Central Expressway, Suite 350
 Dallas, TX 75225

Background Information:

Staff has reviewed the proposed Final Plat for Light Farms Sweetwater and determined that the plat meets all the requirements of the Subdivision Ordinance.

Board Review/Citizen Input:

The Planning and Zoning Commission, at the regular meeting held on May 15, 2018, voted unanimously to recommend approval of the plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

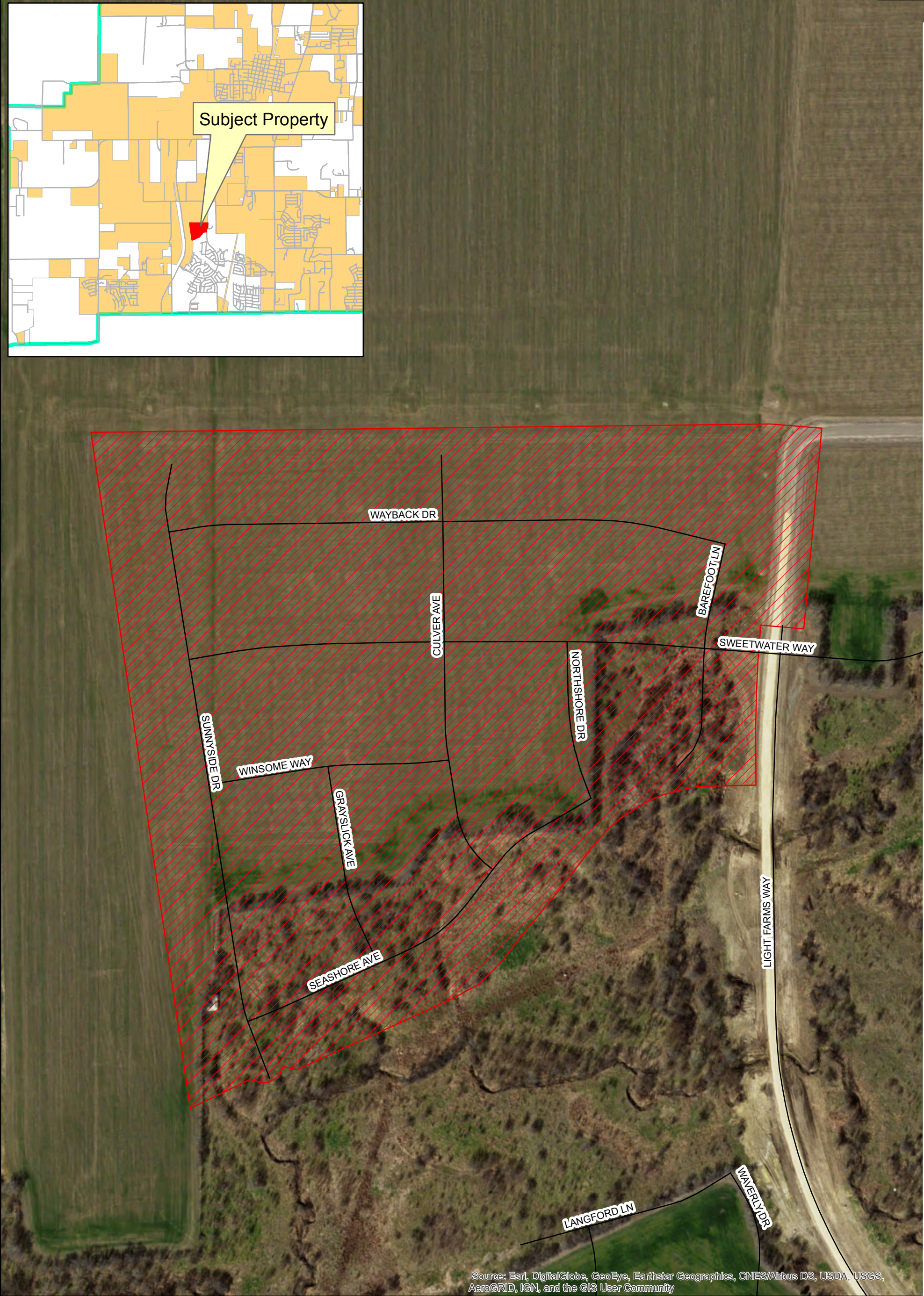
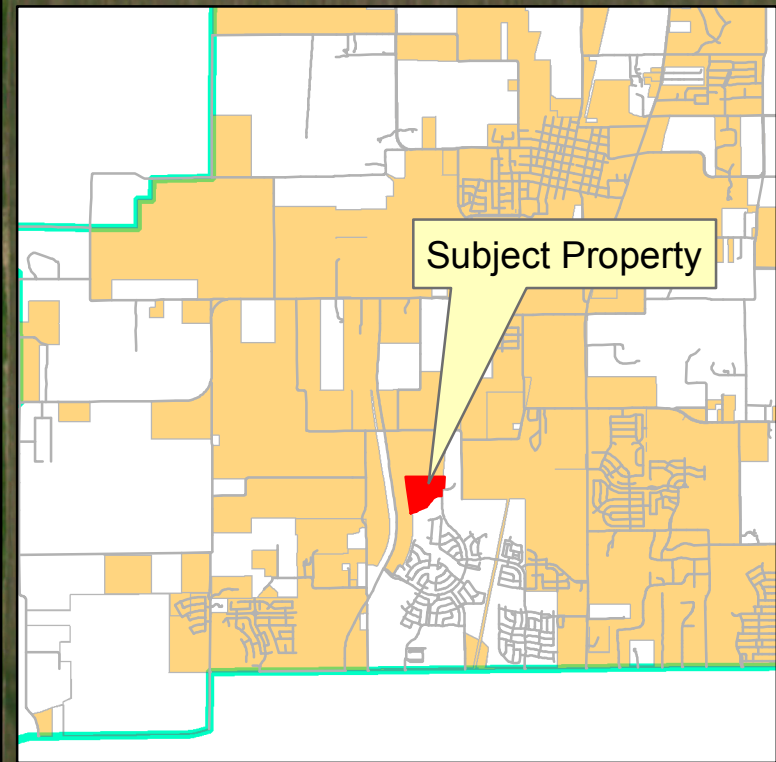
N/A

Supporting Documents:

Location Map
 Proposed Final Plat

Staff Recommendation:

Staff recommends approval on the condition that the project is inspected and accepted by the City prior to the plat being filed.



Attachment: LightFarms_Sweetwater_LocationMap_532018 (Light Farms Sweetwater Final Plat)



Location Map Light Farms Sweetwater

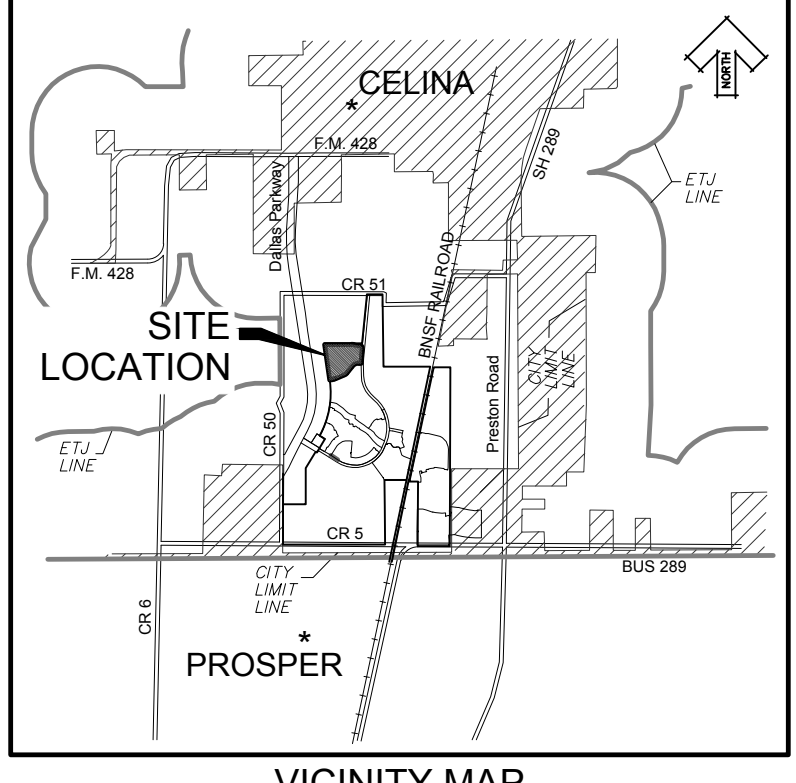
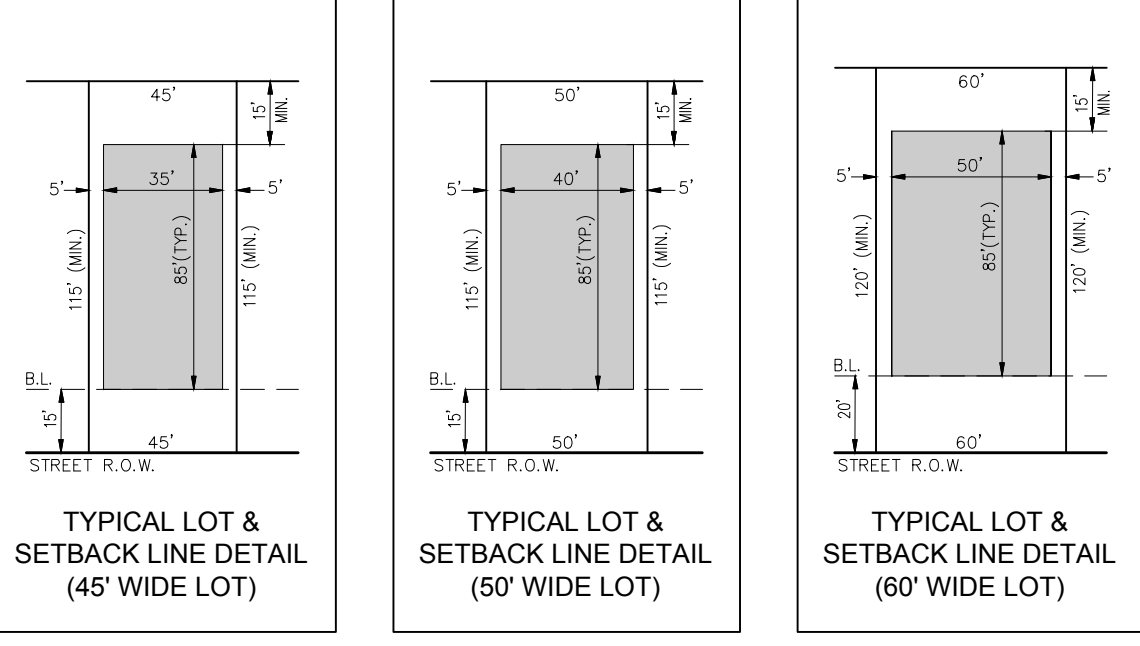
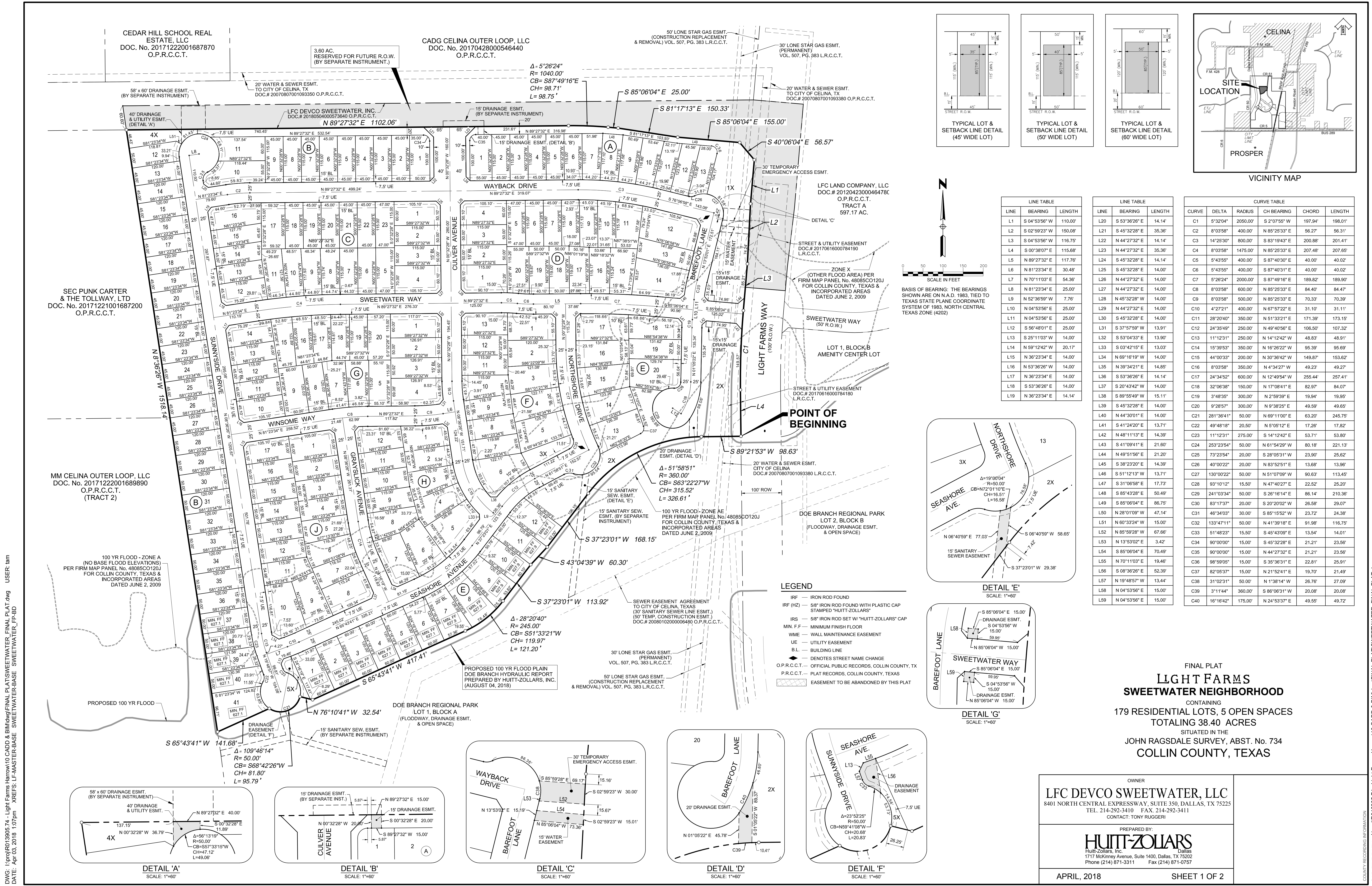
Date: 5/3/2018

Legend

- Roads
- Light Farms Sweetwater
- ETJ Limits

A north arrow pointing up and a scale bar showing 0, 150, and 300 feet.

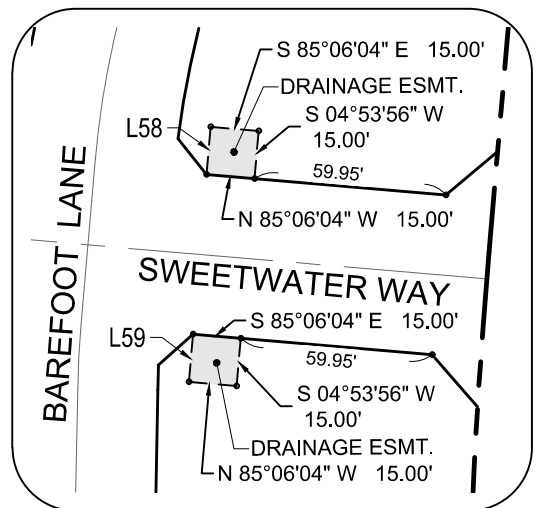
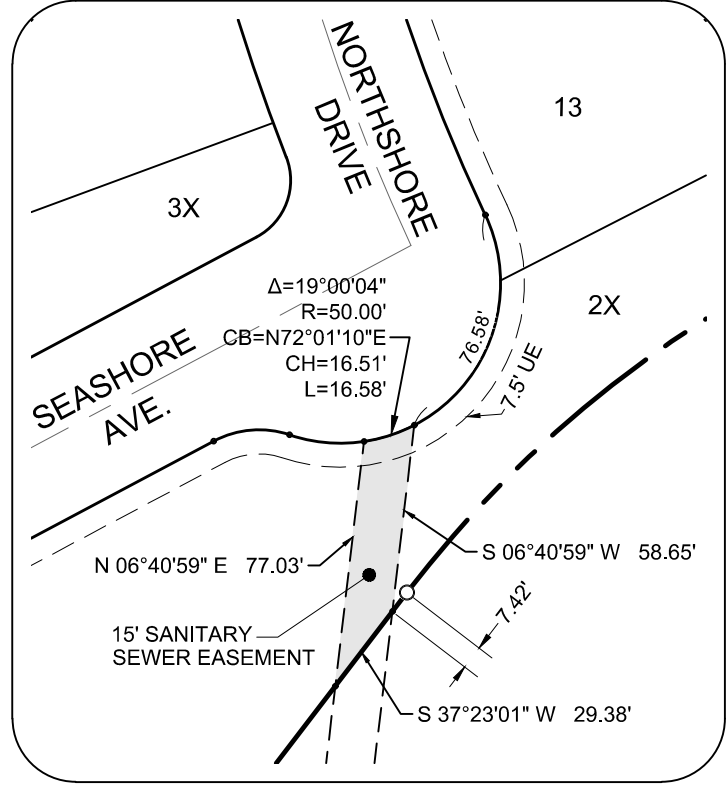
Packet Pg. 66



LINE	BEARING	LENGTH
L1	S 04°53'56" W	110.00'
L2	S 02°59'23" W	150.08'
L3	S 04°53'56" W	116.75'
L4	S 00°38'07" E	115.68'
L5	N 89°27'32" E	117.76'
L6	N 81°23'34" E	30.48'
L7	N 70°11'03" E	54.38'
L8	N 81°23'34" E	25.00'
L9	N 62°36'59" W	7.76'
L10	N 04°53'56" E	25.00'
L11	N 04°53'56" E	25.00'
L12	S 56°48'01" E	25.00'
L13	S 25°11'03" W	14.00'
L14	N 59°12'42" W	20.17'
L15	N 68°19'19" W	14.00'
L16	N 53°36'26" E	14.00'
L17	N 36°23'34" E	14.00'
L18	S 53°36'26" E	14.00'
L19	N 36°23'34" E	14.14'

LINE	BEARING	LENGTH
L20	S 53°36'26" E	14.14'
L21	S 02°59'23" W	150.08'
L22	N 44°27'32" E	14.14'
L23	N 44°27'32" E	35.36'
L24	S 45°32'28" E	14.14'
L25	S 45°32'28" E	14.00'
L26	N 44°27'32" E	14.00'
L27	N 81°23'34" E	14.00'
L28	N 45°32'28" W	14.00'
L29	N 44°27'32" E	14.00'
L30	N 45°32'28" E	14.00'
L31	S 37°57'59" W	13.91'
L32	S 53°04'33" E	13.90'
L33	S 03°42'15" E	13.03'
L34	N 69°19'19" W	14.00'
L35	N 39°34'21" W	14.85'
L36	S 53°36'26" E	14.14'
L37	S 20°43'42" W	14.00'
L38	S 89°55'49" W	15.11'
L39	S 45°32'28" E	14.00'
L40	N 44°30'01" E	14.00'
L41	S 41°24'20" E	13.71'
L42	N 48°11'13" E	14.39'
L43	S 11°09'41" E	21.60'
L44	N 49°51'56" E	21.20'
L45	S 38°23'20" E	14.39'
L46	S 51°12'13" W	13.71'
L47	S 31°06'58" E	17.73'
L48	S 85°43'28" E	50.49'
L49	S 85°06'04" E	86.75'
L50	N 28°01'09" W	47.14'
L51	N 60°33'24" W	15.00'
L52	N 85°59'28" W	67.68'
L53	N 13°53'02" E	3.42'
L54	S 85°06'04" E	70.49'
L55	N 70°11'03" E	19.46'
L56	S 08°36'26" E	52.39'
L57	N 19°48'57" W	13.44'
L58	N 04°53'56" E	15.00'
L59	N 04°53'56" E	15.00'

CURVE	DELTA	RADIUS	CH BEARING	CHORD	LENGTH
C1	5°32'04"	2050.00'	S 2°07'55" W	197.94'	198.01'
C2	8°03'58"	400.00'	N 85°29'33" E	56.27'	56.31'
C3	14°25'30"	800.00'	S 83°19'43" E	200.88'	201.41'
C4	8°03'58"	1475.00'	N 85°29'33" E	207.48'	207.65'
C5	5°43'55"	400.00'	S 87°40'30" E	40.00'	40.02'
C6	5°43'55"	400.00'	S 87°40'31" E	40.00'	40.02'
C7	5°26'24"	2000.00'	S 87°49'16" E	189.82'	189.90'
C8	8°03'58"	600.00'	N 85°29'33" E	84.40'	84.47'
C9	8°03'58"	500.00'	N 85°29'33" E	70.33'	70.39'
C10	4°27'21"	400.00'	N 67°57'22" E	31.10'	31.11'
C11	28°20'40"	350.00'	N 51°33'21" E	171.39'	173.15'
C12	24°35'49"	250.00'	N 49°40'56" E	106.50'	107.32'
C13	11°12'31"	250.00'	N 14°12'42" E	48.83'	48.91'
C14	15°39'53"	350.00'	N 16°26'22" W	95.39'	95.69'
C15	44°00'33"	200.00'	N 30°36'42" W	149.87'	153.62'
C16	8°03'58"	350.00'	N 4°34'27" W	49.23'	49.27'
C17	24°34'52"	600.00'	N 12°49'54" W	255.44'	257.41'
C18	32°06'38"	150.00'	N 17°08'41" E	82.97'	84.07'
C19	3°48'35"	300.00'	N 2°59'39" E	19.94'	19.95'
C20	9°28'57"	300.00'	N 9°38'25" E	49.59'	49.65'
C21	28°13'64"	50.00'	N 69°11'00" E	63.20'	245.75'
C22	49°48'18"	20.00'	N 5°05'12" E	17.26'	17.82'
C23	11°12'31"	275.00'	S 14°12'42" E	53.71'	53.80'
C24	253°23'54"	50.00'	N 61°54'29" W	80.18'	221.13'
C25	73°23'54"	20.00'	N 49°51'56" E	23.90'	25.62'
C26	40°00'22"	20.00'	N 83°52'51" E	13.68'	13.96'
C27	130°00'22"	50.00'	N 51°07'09" W	90.63'	113.45'
C28	93°10'12"	15.00'	N 47°40'27" E	22.52'	25.20'
C29	241°03'34"	50.00'	S 28°16'14" E	86.14'	210.36'
C30	83°17'37"	20.00'	S 20°20'02" W	26.58'	29.07'
C31	46°34'03"	30.00'	S 85°15'52" W	23.72'	24.38'
C32	133°47'11"	50.00'	N 41°39'18" E	91.98'	116.75'
C33	51°48'23"	15.00'	S 45°43'09" E	13.54'	14.01'
C34	90°00'00"	15.00'	S 45°32'28" E	21.21'	23.56'
C35	90°00'00"	15.00'	N 44°27'32" E	21.21'	23.56'
C36	96°59'05"	15.00'	S 35°38'31" E	22.81'	25.91'
C37	82°05'37"	15.00'	N 21°52'41" E	19.70'	21.49'
C38	31°02'31"	50.00'	N 1°38'14" W	26.76'	27.09'
C39	3°11'44"	360.00'	S 86°06'31" W	20.08'	20.08'
C40	16°16'42"	175.00'	N 24°53'37" E	49.55'	49.72'



FINAL PLAT
LIGHT FARMS SWEETWATER NEIGHBORHOOD
CONTAINING
179 RESIDENTIAL LOTS, 5 OPEN SPACES
TOTALING 38.40 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

OWNER

LFC DEVCO SWEETWATER, LLC
8401 NORTH CENTRAL EXPRESSWAY, SUITE 350, DALLAS, TX 75225
TEL. 214-292-3410 FAX. 214-292-3411
CONTACT: TONY RUGGERI

PREPARED BY:

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

APRIL, 2018

SHEET 1 OF 2

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LFC DEVCO SWEETWATER, LLC is the owner of a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a 42 acre tract of land described in instrument to LFC DEVCO SWEETWATER, LLC as recorded under Document Number 20170504000573640 of the Official Public Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped “Huitt-Zollars” at the northeast corner of Lot 2, Block A of Light Farms, Light Farms Way Extension & Doe Branch Regional Park, an addition within the extra-territorial jurisdiction of the City of Celina, Collin County, Texas as recorded under Document No. _____ of the Plat Records, Collin County, Texas, said point also being on the westerly right-of-way line of Light Farms Way (100 foot right-of-way);

THENCE continuing along the northerly lines of said Lot 2, Block A of Light Farms, Light Farms Way Extension & Doe Branch Regional Park the following courses:

THENCE South 89 degrees 21 minutes 53 seconds West a distance of 98.63 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" to the beginning of a curve to the left having a delta angle of 51 degrees 58 minutes 51 seconds, a radius of 360.00 feet and being subtended by a chord which bears South 63 degrees 22 minutes 27 seconds West a distance of 315.52 feet;

THENCE southwesterly along said curve to the left an arc distance of 326.61 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 37 degrees 23 minutes 01 second West a distance of 168.15 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

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

THENCE South 37 degrees 23 minutes 01 second West a distance of 113.92 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a delta angle of 28 degrees 20 minutes 40 seconds, a radius of 245.00 feet and being subtended by a chord which bears South 51 degrees 33 minutes 21 seconds West a distance of 119.97 feet;

THENCE southwesterly along said curve to the right an arc distance of 121.20 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 65 degrees 43 minutes 41 seconds West a distance of 417.41 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

THENCE North 76 degrees 10 minutes 41 seconds West a distance of 32.54 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a delta angle of 109 degrees 46 minutes 14 seconds, a radius of 50.00 feet and being subtended by a chord which bears South 68 degrees 42 minutes 26 seconds West a distance of 81.80 feet;

THENCE southwesterly along said curve to the right an arc distance of 95.79 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 65 degrees 43 minutes 41 seconds West a distance of 141.68 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the westerly line of the aforementioned 40 acre tract;

THENCE North 08 degrees 36 minutes 26 seconds West, continuing along the westerly line of said 40 acre tract, a distance of 1,518.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner from which a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northwest corner of said 40 acre tract bears North 08 degrees 36 minutes 26 seconds West at a distance of 60.60 feet;

THENCE North 89 degrees 27 minutes 32 seconds East, departing said westerly line of 40 acre tract, a distance of 1,102.06 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a delta angle of 5 degrees 26 minutes 24 seconds, a radius of 1,040.00 feet and being subtended by a chord which bears South 87 degrees 49 minutes 16 seconds East a distance of 98.71 feet;

THENCE continuing easterly along said curve to the right an arc distance of 98.75 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE South 85 degrees 06 minutes 04 seconds East a distance of 25.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 81 degrees 17 minutes 13 seconds East a distance of 150.33 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 85 degrees 06 minutes 04 seconds East a distance of 155.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 40 degrees 06 minutes 04 seconds East a distance of 56.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE South 04 degrees 53 minutes 56 seconds West a distance of 110.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 02 degrees 59 minutes 23 seconds West a distance of 150.08 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";
THENCE South 04 degrees 53 minutes 56 seconds West, passing a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the northwest corner of Light Farms Way (100 foot right-of-way) as shown on plat recorded under Document No. _____, at a distance of 58.54 feet and continuing along the westerly right-of-way line of said Light Farms Way a total distance of 116.75 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a delta angle of 5 degrees 32 minutes 04 seconds, a radius of 2,050.00 feet and being subtended by a chord which bears South 02 degrees 07 minutes 55 seconds West a distance of 197.94 feet;

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

THENCE South 00 degrees 38 minutes 07 seconds East a distance of 115.68 feet to the Point of Beginning and containing 38.40 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC DEVCO SWEETWATER, LLC, acting herein by and through their respective duly authorized officer(s), do hereby adopt this plat designating the herein described property as **LIGHT FARMS, THE SWEETWATER NEIGHBORHOOD**, an addition to Collin County, Texas within the extra-territorial jurisdiction of the City of Celina, Texas. Company does hereby dedicate, in fee simple, to the Collin County Municipal Utility District No. 1 ("District") forever, the easements and public use areas, streets, rights-of-way, and public improvements contained therein. District does hereby dedicate for the public use forever, the easements and public use areas, the streets, rights-of-way, and public improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. Notwithstanding the foregoing, the District does hereby dedicate to the City of Celina all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the City of Celina's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limit the use to particular utilities, said use by public utilities being subordinate to the public's, District's and City of Celina's use thereof. The City of Celina, District and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said rights-of- way and easements. The City of Celina, District and public utility entities shall at all times have the full right of ingress and egress to or from their respective rights-of-way and easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this the day of, 2018.

LFC DEVCO SWEETWATER, LLC, a Texas limited liability company

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

By: RJM/Celina III GP, Inc., a Texas corporation, General Partner

Authorized Signature of LFC Devco, LLC, Owner

.....
Clint Yeager, Vice President

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Clint Yeager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this day of, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

CERTIFICATE OF APPROVAL

Approved this day of, 2018
by the COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1

.....
Keller W. Webster President Collin County Municipal Utility District No. 1

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keller W. Webster, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this day of, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

PREPARER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

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

.....
Mitchell S. Pillar, Registered Professional Land Surveyor
Texas Registration No. 5491
HUITT-ZOLLARS, Inc.
Firm Registration No. 10025600

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mitchell S. Pillar, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this day of, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

PROPERTY LOCATION STATEMENT
This property is located in the extraterritorial jurisdiction of the City of Celina, Collin County, Texas.

.....
Signature of Mayor Date of approval

ATTEST:

.....
City Secretary Date

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. THE OWNERSHIP, CARE AND MAINTENANCE OF ALL COMMON AREA LOTS 1-X, 2-X, 3-X, 4-X & 5-X IS THE RESPONSIBILITY OF THE H.O.A.
3. FOR LOTS 40', 50', OR 60' WIDE WITH J-DRIVE, FRONT YARD SETBACK MAY BE REDUCED BY FIVE (5) FEET.
4. ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS" IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN X CUT OR P.K. NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT P.C.'S, P.T.'S AND INTERSECTION POINTS.
5. THE HOMEOWNER'S ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER SYSTEM AND STORM DRAINAGE SYSTEM ON PRIVATE PROPERTY. HOMEOWNER'S ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY DAMAGES TO PERSONS, TO THE OWNER'S LOT OR ANY LOT ARISING FROM SUCH MAINTENANCE RESPONSIBILITY. THE DRAINAGE EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY AFFIRMATIVE DUTY TO THE CITY TO REPAIR, MAINTAIN OR CORRECT ANY CONDITION THAT EXISTS OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF, INCLUDING BUT NOT LIMITED TO, STORM WATER OVERFLOW, EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, SUBSIDENCE, AND INTERFERENCE WITH STRUCTURES. THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on the plat.	
RECOMMENDED BY:	Planning and Zoning Commission City of Celina, Texas
Signature of Chairperson	Date of Recommendation
APPROVED BY:	City Council City of Celina, Texas
Signature of Mayor	Date of Approval
ATTEST:	
City Secretary	

FINAL PLAT
**LIGHT FARMS
SWEETWATER NEIGHBORHOOD**
CONTAINING
179 RESIDENTIAL LOTS, 5 OPEN SPACES
TOTALING 38.40 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

OWNER LFC DEVCO SWEETWATER, LLC 8401 NORTH CENTRAL EXPRESSWAY, SUITE 350, DALLAS, TX 75225 TEL. 214-292-3410 FAX. 214-292-3411 CONTACT: TONY RUGGERI	
PREPARED BY: HUITT-ZOLLARS Huitt-Zollars, Inc. Dallas 1717 McKinney Avenue, Suite 1400, Dallas, TX 75202 Phone (214) 871-3311 Fax (214) 871-0757	
APRIL, 2018 SHEET 2 OF 2	

CITY PROJECT NUMBER: P-201708-01

PROJECT NUMBER: R013905.74



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Creeks of Legacy West Phase 1 Final Plat

Action Requested:

Consider and act upon a Final Plat for Creeks of Legacy West Phase 1 being an approximately 54.260 acre tract of land situated in the J McKinn Survey, Abstract No. 889, the W. Phillips Survey, Abstract No. 1029 and the A. Thomasson Survey, Abstract No. 1265, Collin County, Texas, and generally located at the northwest corner of Frontier Parkway and Legacy Drive. The plat is comprised of 188 residential lots, and nine (9) open space lots. (Creeks of Legacy West Phase 1) (Jackson)

Owner:

CTMGT Frontier 80, LLC
1800 Valley View Lane
Farmers Branch, TX 75234

Background Information:

Staff has reviewed the proposed Final Plat for Creeks of Legacy West Phase 1 and determined that the plat meets all the requirements of the Subdivision Ordinance.

Board Review/Citizen Input:

The Planning and Zoning Commission, at the regular meeting held on May 15, 2018, voted unanimously to recommend approval of the plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Location Map
Proposed Final Plat

Staff Recommendation:

Staff recommends approval on the condition that the project is inspected and accepted by the City prior to the plat being filed.



Attachment: Creeks of Legacy West Phase 1 Location Map_532018 (Creeks of Legacy West Phase 1 Final Plat)



Location Map Creeks of Legacy West Phase 1

Date: 5/3/2018

Legend

- Roads
- Creeks of Legacy West Phase 1
- ETJ Limits

0 245 490 Feet

Packet Pg. 71



c

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, CADG CREEKS OF LEGACY STONEGATE, LLC, AND CADG CREEKS OF LEGACY WEST, LLC, ARE THE OWNERS OF A TRACT OF LAND SITUATED IN THE J. MCKINN SURVEY, ABSTRACT NUMBER 889, THE W. PHILLIPS SURVEY, ABSTRACT NUMBER 1029, AND THE A. THOMASSON SURVEY, ABSTRACT NUMBER 1265, DENTON COUNTY, TEXAS AND BEING OUT OF A 56.448 ACRE TRACT CONVEYED TO THEM BY CTMG FRONTIER 80, LLC., AND A 46.050 ACRE TRACT CONVEYED TO THEM BY CTMG FRONTIER 80, LLC., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A TRACT OF LAND SITUATED IN THE J. MCKEIN SURVEY, ABSTRACT NUMBER 889, THE W. PHILLIPS SURVEY, ABSTRACT NUMBER 1029, AND THE A. THOMASSON SURVEY, ABSTRACT NUMBER 1265, CITY OF CELINA, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO CADG CREEKS OF LEGACY STONEGATE, LLC., RECORDED IN INSTRUMENT NUMBER 2017-89940, COUNTY RECORDS, DENTON COUNTY, TEXAS AND A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO CADG CREEKS OF LEGACY WEST, LLC., RECORDED IN INSTRUMENT NUMBER 2017-89907, COUNTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHEAST CORNER OF SAID CADG WEST TRACT AND BEING THE NORTHWEST CORNER OF THAT (1.217 ACRE) TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 2014-65868, SAID COUNTY RECORDS AND BEING IN THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO SANGAIL PROPERTIES II, L.P., RECORDED IN INSTRUMENT NUMBER 2007-65515, SAID COUNTY RECORDS:

THENCE S 00°30'23"W, 1794.22 FEET, WITH THE EAST LINE OF SAID CADG WEST AND STONEGATE TRACTS TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHEAST CORNER OF SAID CADG STONEGATE TRACT AND BEING IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO 28 FRONTIER PARTNERS, LLC., RECORDED IN INSTRUMENT NUMBER 2017-61624, SAID COUNTY RECORDS AND BEING THE SOUTHWEST CORNER OF THAT (1.254 ACRE) TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 2014-65868, SAID COUNTY RECORDS:

THENCE WITH THE SOUTH LINE OF SAID CADG STONEGATE TRACT AND THE NORTH LINE OF SAID 28 FRONTIER PARTNERS TRACT THE FOLLOWING COURSES AND DISTANCES:

S 89°28'55"W, 167.03 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 167.94 FEET, THROUGH A CENTRAL ANGLE OF 40°56'46", HAVING A RADIUS OF 235.00 FEET, THE LONG CHORD WHICH BEARS S 69°00'32"W, 164.39 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 48°32'09"W, 159.09 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 194.09 FEET, THROUGH A CENTRAL ANGLE OF 19°40'57", HAVING A RADIUS OF 565.00 FEET, THE LONG CHORD WHICH BEARS S 58°22'38"W, 193.14 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

WITH SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 119.79 FEET, THROUGH A CENTRAL ANGLE OF 34°19'00", HAVING A RADIUS OF 200.00 FEET, THE LONG CHORD WHICH BEARS S 51°03'36"W, 118.01 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

S 33°54'06"W, 214.10 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 72.07 FEET, THROUGH A CENTRAL ANGLE OF 29°29'38", HAVING A RADIUS OF 140.00 FEET, THE LONG CHORD WHICH BEARS S 19°09'18"W, 71.27 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE DEPARTING SAID COMMON LINE OVER AND ACROSS SAID CADG STONEGATE AND WEST TRACTS THE FOLLOWING COURSES AND DISTANCES:

N 03°24'48"E, 49.15 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 08°27'05"E, 49.16 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 13°11'11"E, 49.16 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 17°55'16"E, 49.15 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 22°39'22"E, 49.16 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 27°23'27"E, 49.16 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 32°07'33"E, 49.15 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 36°51'38"E, 49.16 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 41°35'44"E, 49.16 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 46°19'49"E, 49.15 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 51°03'55"E, 49.16 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 55°48'00"E, 49.16 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 31°49'57"W, 125.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 78.68 FEET, THROUGH A CENTRAL ANGLE OF 06°15'41", HAVING A RADIUS OF 720.00 FEET, THE LONG CHORD WHICH BEARS N 52°54'39"E, 27.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 38°05'38"W, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 27.00 FEET, THROUGH A CENTRAL ANGLE OF 02°00'34", HAVING A RADIUS OF 770.00 FEET, THE LONG CHORD WHICH BEARS N 52°54'39"E, 27.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 10°24'39"E, 14.42 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 33°28'46"W, 230.09 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 79°19'33"W, 13.94 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 33.32 FEET, THROUGH A CENTRAL ANGLE OF 01°52'18", HAVING A RADIUS OF 1020.00 FEET, THE LONG CHORD WHICH BEARS S 53°37'06"W, 33.32 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 37°19'03"W, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 36.67 FEET, THROUGH A CENTRAL ANGLE OF 01°57'49", HAVING A RADIUS OF 1070.00 FEET, THE LONG CHORD WHICH BEARS N 53°39'52"E, 36.67 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 10°43'15"E, 14.34 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 33°28'46"W, 15.27 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 56°31'14"E, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 33°28'46"W, 224.79 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 28.23 FEET, THROUGH A CENTRAL ANGLE OF 32°21'11", HAVING A RADIUS OF 50.00 FEET, THE LONG CHORD WHICH BEARS N 49°39'21"W, 27.86 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 24°10'03"E, 20.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 32°02'19"W, 137.35 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

S 56°49'09"W, 59.60 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 34°19'23"W, 125.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 25.38 FEET, THROUGH A CENTRAL ANGLE OF 00°53'52", HAVING A RADIUS OF 1620.00 FEET, THE LONG CHORD WHICH BEARS S 55°13'41"W, 25.38 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 35°13'15"W, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 15.76 FEET, THROUGH A CENTRAL ANGLE OF 00°32'26", HAVING A RADIUS OF 1670.00 FEET, THE LONG CHORD WHICH BEARS N 55°02'58"E, 15.76 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 11°00'27"E, 14.27 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 33°28'46"W, 230.02 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 78°55'51"W, 14.03 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

S 56°31'14"W, 20.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 33°28'46"W, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 56°31'14"E, 20.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 11°03'35"E, 14.26 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 33°28'46"W, 115.01 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

S 56°31'14"W, 143.84 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 38°05'14"W, 60.19 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 56°31'14"W, 10.76 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE WEST LINE OF SAID WEST TRACT AND BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO MERRITT/THORNTON FARM PARTNERSHIP, L.P., RECORDED IN INSTRUMENT NUMBER 99-096579, SAID COUNTY RECORDS:

THENCE N 00°29'21"E, 736.82 FEET, WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHWEST CORNER OF SAID WEST TRACT AND BEING THE NORTHEAST CORNER OF SAID MERRITT/THORNTON FARM PARTNERSHIP TRACT:

THENCE N 89°24'55"E, 1679.79 FEET, DEPARTING SAID COMMON LINE WITH THE NORTH LINE OF SAID WEST TRACT TO THE POINT OF BEGINNING AND CONTAINING 2,363,545 SQUARE FEET OR 54.260 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CADG CREEKS OF LEGACY STONEGATE, LLC, AND CADG CREEKS OF LEGACY WEST, LLC., ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS CREEKS OF LEGACY WEST PHASE I, AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON, THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF _____, 2018.

BY: CADG CREEKS OF LEGACY STONEGATE, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: CADG HOLDINGS, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: MMM VENTURES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS MANAGER

BY: 2M VENTURES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

BY:-----
MEHRDAD MOAYEDI
ITS MANAGER

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ___ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF _____, 2018.

BY: CADG CREEKS OF LEGACY WEST, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: CADG HOLDINGS, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: MMM VENTURES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS MANAGER

BY: 2M VENTURES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

BY:-----
MEHRDAD MOAYEDI
ITS MANAGER

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ___ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, TODD A BRIDGES DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

SIGNATURE OF THE REGISTERED PROFESSIONAL
TODD A BRIDGES

TEXAS REGISTRATION NO. 4940

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document." 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/19/2018

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS

APPROVED FOR PREPARATION OF FINAL PLAT FOLLOWING CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS (OR APPROPRIATE SURETIES THEREOF) NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: PLANNING AND ZONING COMMISSION
CITY OF CELINA, TEXAS

SIGNATURE OF CHAIRPERSON DATE OF RECOMMENDATION

APPROVED BY: CITY COUNCIL
CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR DATE OF APPROVAL

ATTEST:

CITY SECRETARY DATE

EXISTING CREEKS OF LEGACY LOTS

PHASE	LOT TYPE 1 (50') (MAX 60.0%)	LOT TYPE 2 (60') (MIN 30.0%)	LOT TYPE 3 (70') (MIN 12.0%)	TOTAL
PHASE 1A	124	8	80	212
PHASE 1B	0	84	31	115
PHASE 1C	0	52	39	91
MODEL HOME PARK	2	3	4	9
TOTAL	126	147	154	427
PERCENTAGE	29.5%	34.4%	36.1%	100.0%

PROPOSED CREEKS OF LEGACY LOTS

PHASE	LOT TYPE 1 (50') (MAX 60.0%)	LOT TYPE 2 (60') (MIN 30.0%)	LOT TYPE 3 (70') (MIN 12.0%)	TOTAL
EXISTING PHASES	126	147	154	427
WEST PHASE 1	114	74	0	188
PHASE 2A	16	49	0	65
PHASE 2B	0	83	0	83
PHASE 2C	0	33	33	66
WEST PHASE 2	146	65	0	211
TOTAL	402	451	187	1040
PERCENTAGE	38.6%	43.4%	18.0%	100.0%

A Final Plat of Creeks of Legacy West Phase 1

188 RESIDENTIAL LOTS,
9 OPEN SPACE \ COMMON AREAS,
Totaling 54.260 ACRES

SITUATED IN THE J. MCKINN SURVEY,
ABSTRACT NUMBER 889, THE W. PHILLIPS SURVEY,
ABSTRACT NUMBER 1029, AND THE A. THOMASSON
SURVEY, ABSTRACT NUMBER 1265,
CITY OF CELINA, DENTON COUNTY, TEXAS

Owners

CADG Creeks of Legacy Stonegate, LLC.,
CADG Creeks of Legacy West, LLC,
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

City Project # P201605-04

OF 2 SHEETS

SHEET

PELOTON
LAND SOLUTIONS

9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

JOB #:	CEN15001	
DRAWN BY:	D. Freemon	
CHECKED BY:	T. Bridges	
DATE:	05-06-16	
REVISIONS:		



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Greenway 63 Phase 1 Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Phase 1 of Greenway 63, being an approximately 35.900 acre tract of land in the I. C. Williamson Survey, Abstract No. 943, Collin County, Texas. The property is generally located east of County Road 52 west of BNSF Rail Road and north of County Road 51, south of FM 428. The plat is comprised of 130 residential lots and twenty-four (24) common area/HOA lots. (Greenway 63) (Jackson)

Owner:

MI Homes of DFW, Inc.
405 SH 121 Bypass, Suite A-210
Lewisville, TX 75248

Background Information:

Staff has reviewed the proposed Construction Plat for Greenway 63 Phase 1 and determined that the plat meets all the requirements of the Subdivision Ordinance.

Board Review/Citizen Input:

The Planning and Zoning Commission, at the regular meeting held on May 15, 2018, voted unanimously to recommend approval of the plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

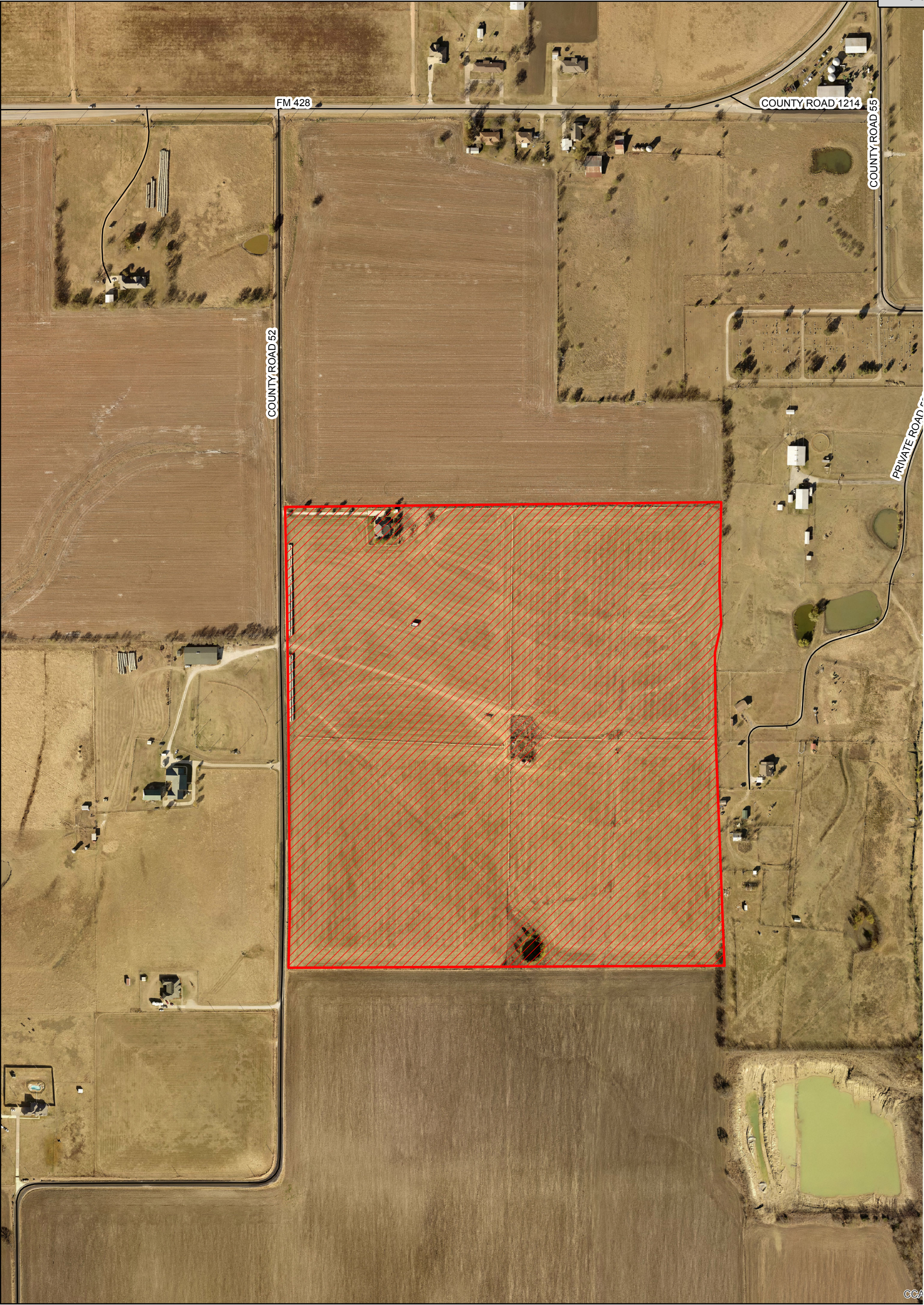
N/A

Supporting Documents:

Location Map
Proposed Construction Plat

Staff Recommendation:

Staff recommends approval.



Attachment: Greenway63_LocationMap_4102018 (Greenway 63 Phase 1 Construction Plat)

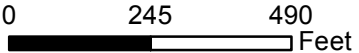
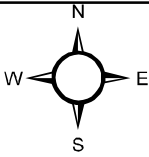


Greenway 63

Date: 4/10/2018

Legend

- Roads
- Greenway 63



TBPLS Firm Reg. No. 1077200

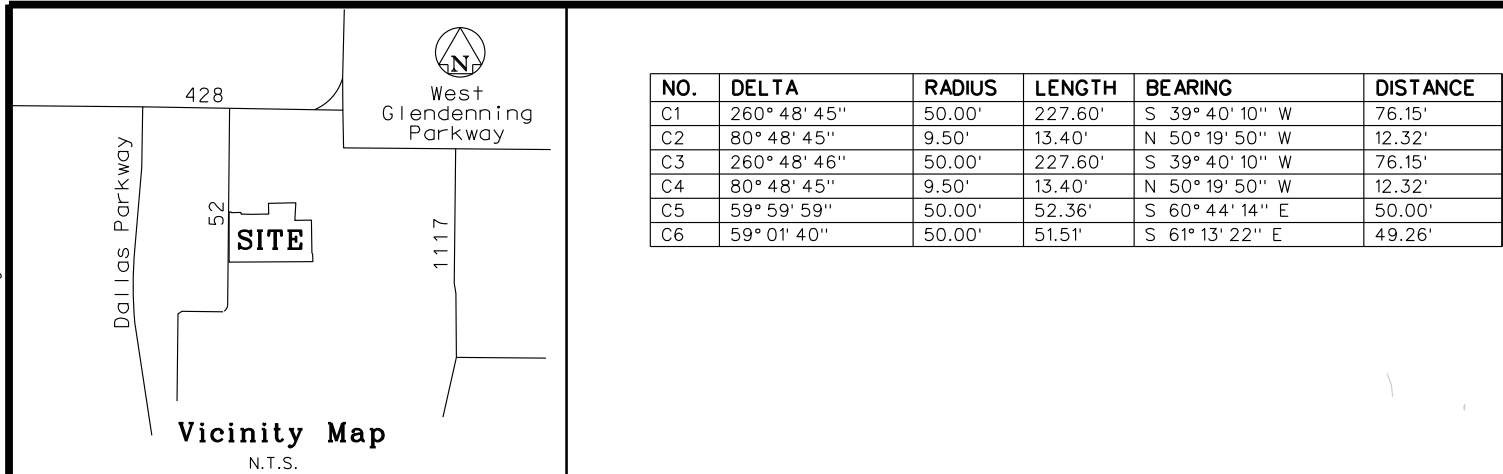
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2/27/2018

Default

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LEGAL DESCRIPTION
BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE I. C. WILLIAMSON SURVEY, ABSTRACT NUMBER 943, COLLIN COUNTY, TEXAS AND BEING THAT TRACT OF LAND DESCRIBED IN DEED TO M/I HOMES OF DFW, LLC RECORDED IN INSTRUMENT NUMBER 20180131000124630 OF THE COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID M/I HOMES TRACT;
THENCE S 89°46'15" W, 1,619.74 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 52 (A PAVED TRAVELED ROADWAY OF UNDETERMINED WIDTH);
THENCE N 00°09'47" W, 969.64 FEET SAID EAST RIGHT-OF-WAY LINE TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, N 89°14'24" E, 36.98 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE S 45°44'13" E, 16.96 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE N 89°15'47" E, 183.01 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE S 00°44'13" E, 33.01 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE N 89°15'47" E, 55.62 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE S 88°41'29" E, 140.09 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE N 89°15'47" E, 339.38 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE N 00°44'13" W, 210.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE N 89°15'13" E, 531.60 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE S 03°19'09" W, 338.60 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE N 89°07'53" E, 317.41 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;
THENCE S 00°52'43" E, 633.31 FEET FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS N 06°04' E, 0.3' FEET;
THENCE S 33°34'49" E, 31.73 FEET FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS S 89°32' W, 0.5' FEET;
THENCE S 00°24'31" E, 147.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,563,817 SQUARE FEET OR 35.900 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT XXXXXXXX, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS XXXXXXXX ADDITION AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON, THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES, THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLICS AND CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS
WITNESS, MY HAND THIS THE _____ DAY OF _____, 2018.

BY: _____ AUTHORIZED SIGNATURE OF OWNER

COUNTY OF TEXAS
COUNTY OF DALLAS

BETWEEN ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED XXXXXXXX, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.
GIVEN UNDER MY AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

KNOW ALL MEN BY THESE PRESENTS:
THAT I, TODD A. BRIDGES, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

TODD A. BRIDGES
TEXAS REGISTRATION NO. 4940
COUNTY OF TARRANT

BETWEEN ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

County Road 52
(a paved traveled roadway of undetermined width)

N00°09'47" W 969.64'

N00°09'47" W 969.64'

N00°09'47" W 969.64'

N00°09'47" W 969.64'

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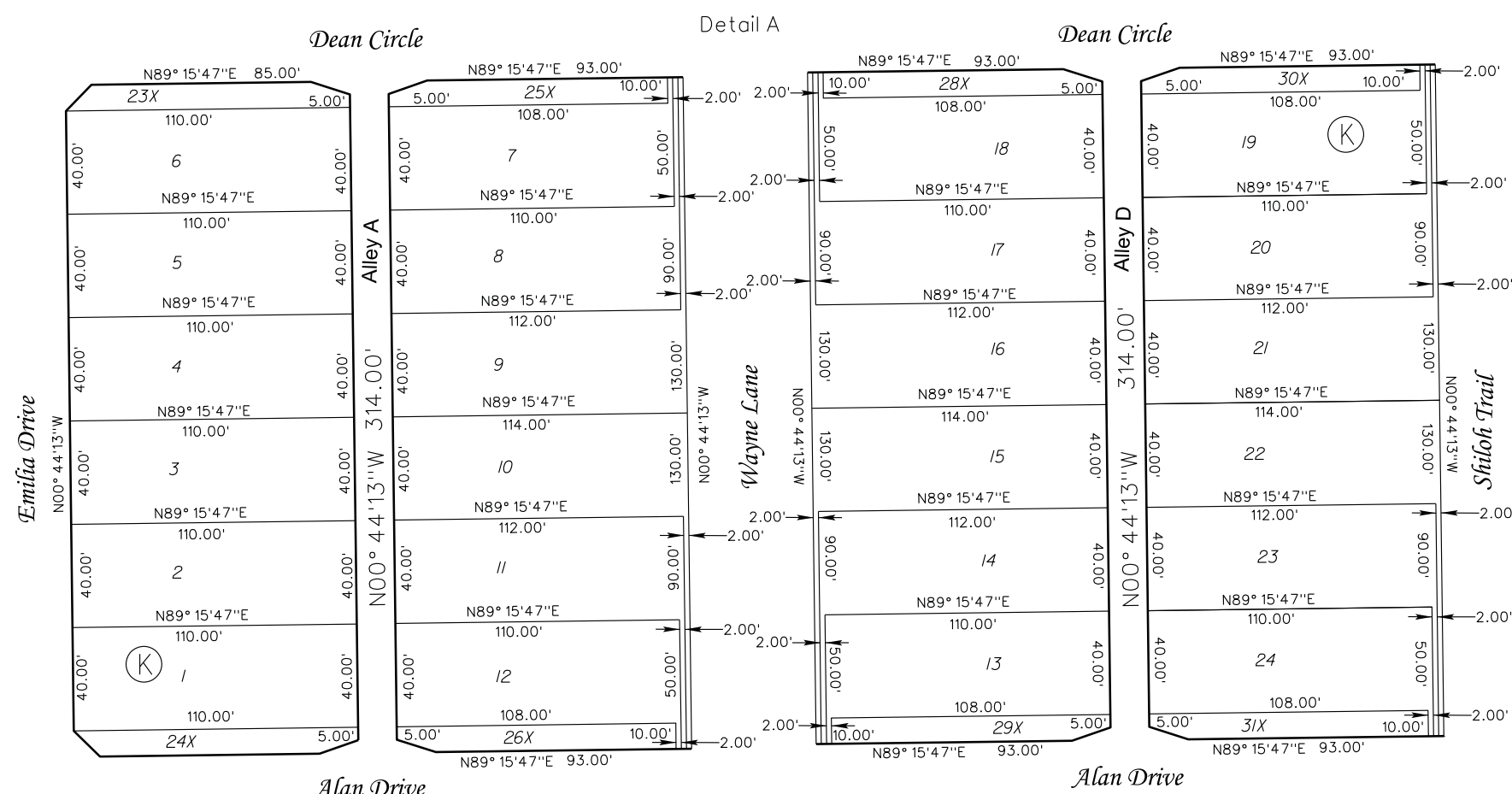
N00°09'47" W 969.64'

N00°09'47" W 969.64'



NO.	BEARING	DISTANCE
L1	N 44°15'47" E	35.36'
L2	N 89°15'47" E	25.00'
L3	S 45°44'13" E	14.14'
L4	N 44°15'47" E	14.14'
L5	S 45°44'13" E	28.28'
L6	S 45°44'13" E	7.07'
L7	N 44°15'47" E	14.14'
L8	N 00°44'13" W	15.00'
L9	N 45°44'13" W	14.14'
L10	S 73°25'5" W	54.94'
L11	S 89°15'47" W	42.15'
L12	S 00°44'16" E	33.01'
L13	S 44°15'47" W	14.14'
L14	S 44°15'47" W	56.57'
L15	S 45°44'13" E	14.14'
L16	S 89°47'30" E	14.53'
L17	S 86°47'30" E	14.23'
L18	N 87°45'43" E	40.00'
L19	N 87°45'43" E	36.34'
L20	N 44°15'47" E	14.14'
L21	N 45°44'13" W	14.14'
L22	N 44°15'47" E	14.14'
L23	S 44°15'47" W	14.14'
L24	N 72°18'07" W	15.81'
L25	N 70°49'41" E	15.81'
L26	S 45°44'13" E	14.14'
L27	S 44°15'47" W	14.14'
L28	N 00°44'13" E	27.00'
L29	S 00°44'13" E	25.00'
L30	S 45°44'13" W	14.14'
L31	N 44°15'47" E	14.14'
L32	S 72°18'07" E	15.81'
L33	N 70°49'41" E	15.81'
L34	N 72°18'07" W	15.81'
L35	S 70°49'41" W	15.81'
L36	N 45°44'13" W	14.14'

NO.	BEARING	DISTANCE
L37	S 70°49'41" W	15.81'
L38	N 72°18'07" W	15.81'
L39	S 72°18'07" E	15.81'
L40	N 70°49'41" E	15.81'
L41	N 72°18'07" W	15.81'
L42	S 70°49'41" W	15.81'
L43	S 45°13'35" W	14.39'
L44	N 44°46'25" W	13.91'
L45	N 45°09'38" E	14.40'
L46	S 44°50'22" E	13.89'
L47	S 45°09'38" W	14.40'
L48	N 44°50'22" W	13.89'
L49	N 45°44'13" W	14.14'
L50	N 44°15'47" E	14.14'
L51	N 45°44'13" W	14.14'
L52	N 44°15'47" W	14.14'
L53	S 72°18'07" W	15.81'
L54	S 70°49'41" W	15.81'
L55	N 45°44'13" W	14.14'
L56	S 44°15'47" W	14.14'
L57	N 45°44'13" W	14.14'
L58	S 44°15'47" W	14.14'
L59	N 45°44'13" W	14.14'
L60	N 44°15'47" E	14.14'
L61	N 00°44'13" W	35.00'
L62	N 89°14'24" E	36.98'
L63	S 44°15'47" W	14.14'
L64	S 00°44'13" E	33.01'
L65	N 89°15'47" E	55.62'
L66	N 45°44'13" W	39.61'
L67	S 89°15'47" W	42.15'
L68	N 74°53'30" W	54.94'
L69	S 00°52'43" E	10.00'
L70	N 72°18'07" W	15.81'
L71	S 00°52'43" E	10.24'
L72	S 00°24'31" E	13.10'



THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS

APPROVED FOR PREPARATION OF FINAL PLAT FOLLOWING CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS (OR APPROPRIATE SURETIES THEREOF) NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: PLANNING AND ZONING COMMISSION
CITY OF CELINA, TEXAS

SIGNATURE OF CHAIRPERSON DATE OF RECOMMENDATION

APPROVED BY: CITY COUNCIL
CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR DATE OF APPROVAL

ATTEST: CITY SECRETARY DATE

A Construction Plat of Greenway Phase 1 Addition

130 Residential lots
Totaling 35,900 acres
SITUATED IN THE I.C. WILLIAMSON SURVEY, ABSTRACT
NUMBER 943, AND THE COLLIN COUNTY SCHOOL #14 SURVEY,
ABSTRACT NUMBER 167, CITY OF CELINA, COLLIN COUNTY, TEXAS

Owner
M/I HOMES OF DFW, LLC
405 STATE HIGHWAY 121 BYP. STE. A-210
LEWISVILLE, TEXAS
75248
972-762-3900

Case No. _____

Job #:	Revisions:
MH17001	
Drawn By: S. Ramsey	
Checked By: T. Bridges	
Date: 02-22-18	

PELOTON
LAND SOLUTIONS

9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH: 817-562-3350

SHEET

OF SHEETS



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Buffalo Ridge Phase 2 Final Plat

Action Requested:

Consider and act upon a Final Plat for Buffalo Ridge Phase 2 being an approximately 29.661 acre tract of land situated in the L. M. Boyd Survey, Abstract No. 48, Collin County, Texas, generally located north of County Road 100, east of Preston Road, west of County Road 99, and south of County Road 134. The plat is comprised of 98 residential lots, and four (4) open space lots. (Buffalo Ridge Phase 2) (Jackson)

Owner:

Pointe Land & Development
6860 N. Dallas Parkway, Suite 200
Plano, TX 75024

Background Information:

Staff has reviewed the proposed Final Plat for Buffalo Ridge Phase 2 and determined that the plat meets all the requirements of the Subdivision Ordinance.

Board Review/Citizen Input:

The Planning and Zoning Commission, at the regular meeting held on May 15, 2018, voted unanimously to recommend approval of the plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

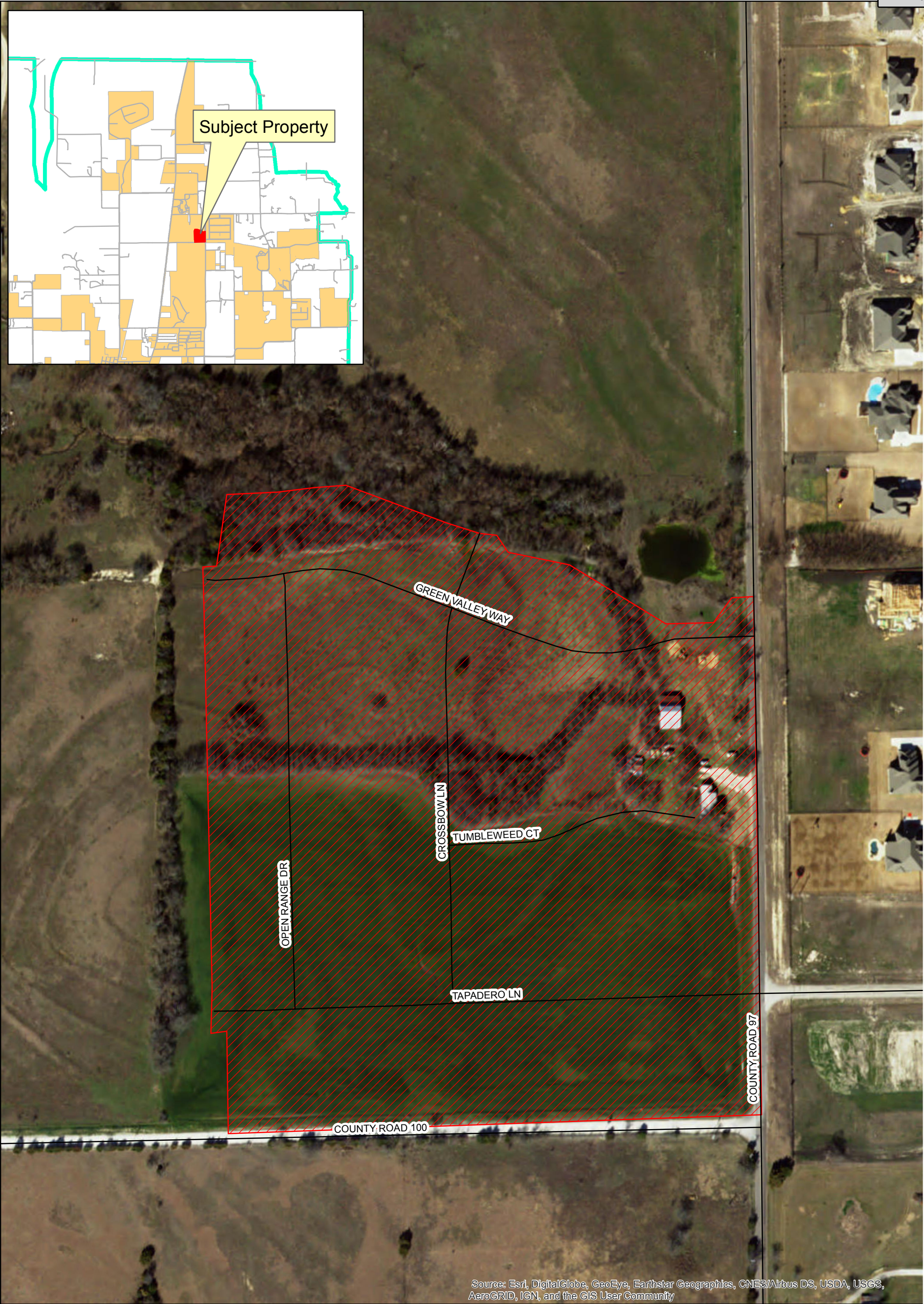
N/A

Supporting Documents:

Location Map
Proposed Final Plat

Staff Recommendation:

Staff recommends approval on the condition that the project is inspected and accepted by the City prior to the plat being filed.



Attachment: BuffaloRidgePhase2_LocationMap_532018 (Buffalo Ridge Phase 2 Final Plat)



Location Map Buffalo Ridge Phase 2

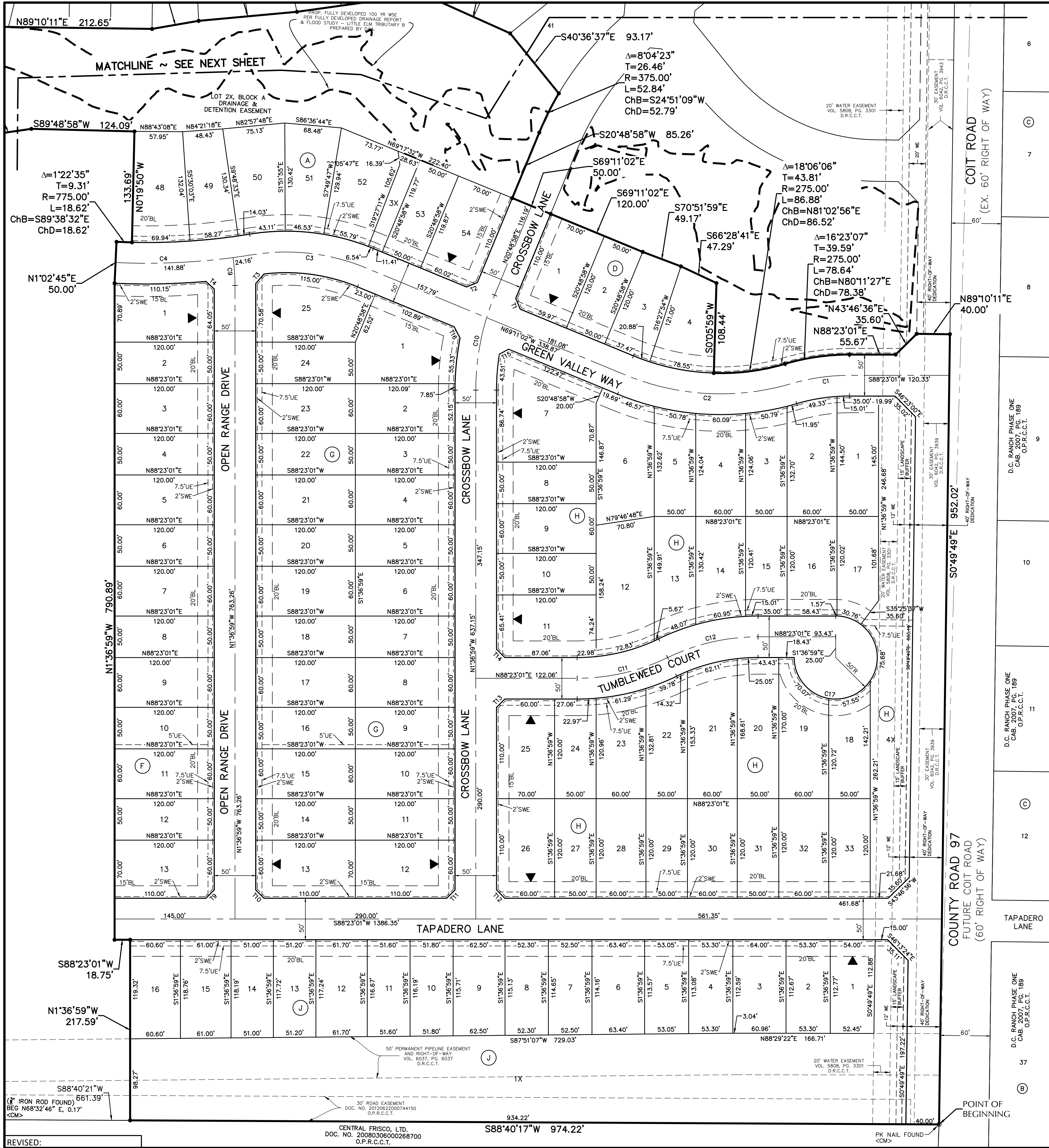
Date: 5/3/2018

- Legend**
- Roads
 - Buffalo Ridge Phase 2
 - ETJ Limits

North arrow pointing North (N), South (S), East (E), and West (W).

Scale bar: 0, 120, 240 Feet

Packet Pg. 80

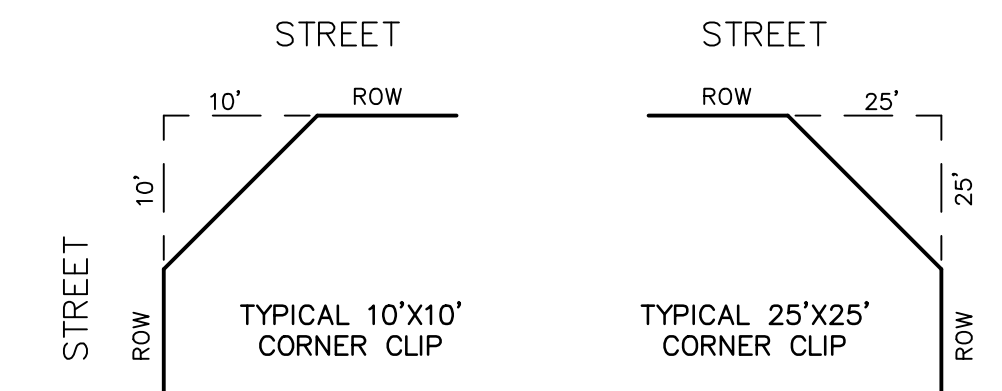
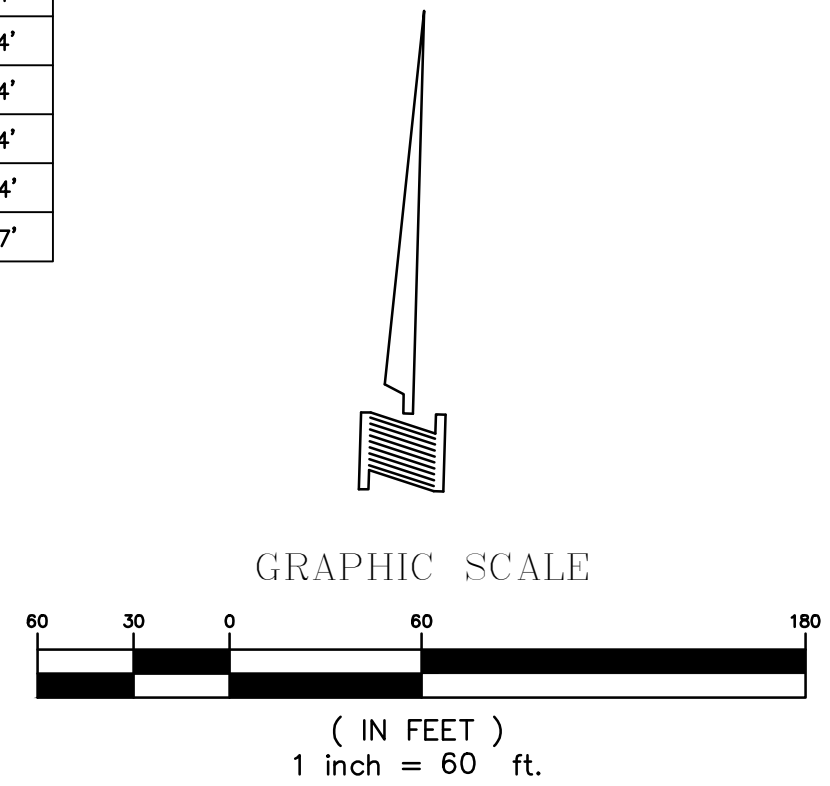


ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	16°23'07"	250.00'	35.99'	71.49'	S80°11'27"W 71.25'
C2	38°49'05"	300.00'	105.70'	203.25'	N88°35'34"W 199.39'
C3	31°39'45"	250.00'	70.89'	138.15'	N85°00'54"W 136.40'
C4	15°28'22"	800.00'	108.68'	216.04'	S86°53'24"W 215.39'
C9	7°43'14"	250.00'	16.87'	33.69'	N05°28'37"W 33.66'
C10	22°25'57"	300.00'	59.49'	117.46'	N09°35'59"E 116.71'
C11	25°50'31"	250.00'	57.35'	112.76'	N75°27'45"E 111.80'
C12	25°50'31"	250.00'	57.35'	112.76'	N75°27'45"E 111.80'

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C17	27°00'02"	50.00'	50.00'	235.62'	N43°23'00"E 70.71'

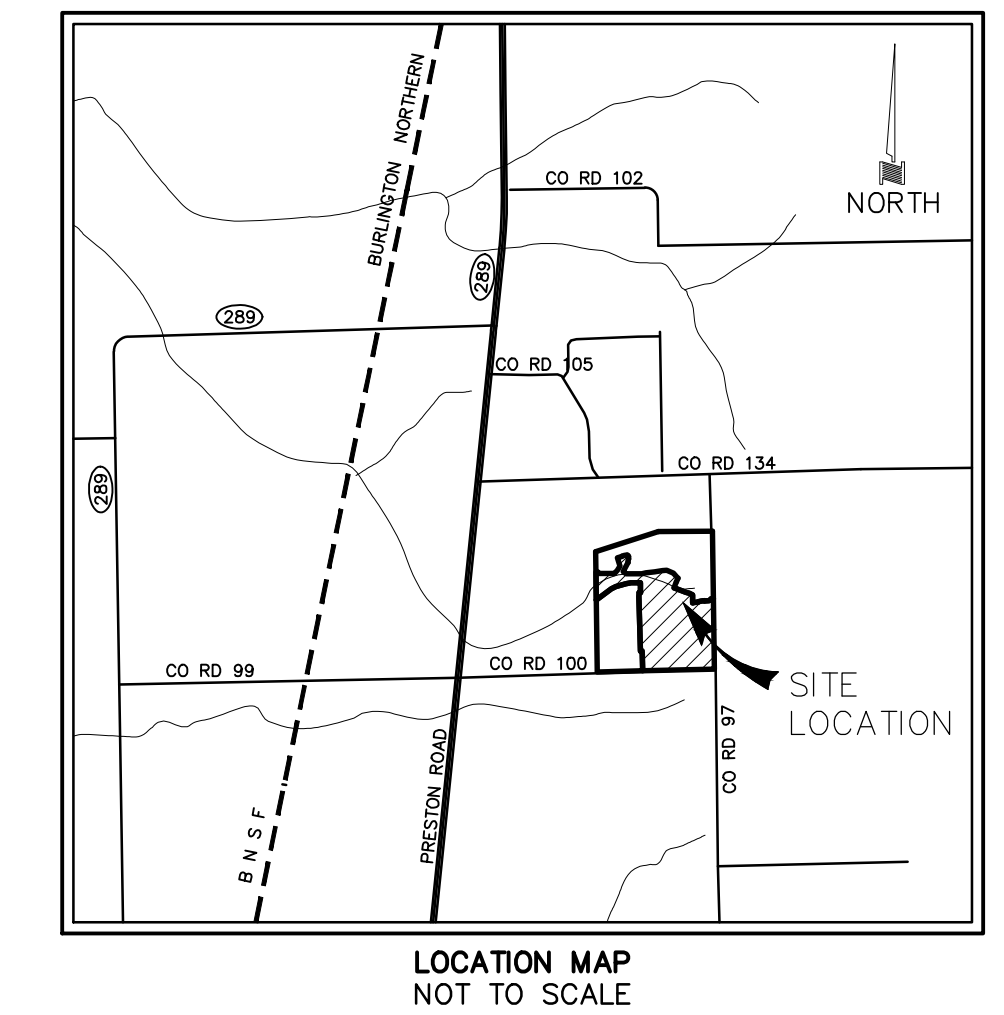
LOT SIZE TABLE	
LOT SIZE	NO. OF LOTS
50' WIDE LOT	54
60' WIDE LOT	44

LOT LINE TABLE		
LINE	BEARING	LENGTH
T1	N24°15'35"W	14.16'
T2	S65°45'20"W	14.13'
T3	N39°19'23"E	15.11'
T4	S49°17'01"E	13.47'
T9	S43°23'01"W	14.14'
T10	N46°36'59"W	14.14'
T11	N43°23'01"E	14.14'
T12	N46°36'59"W	14.14'
T13	S43°23'01"W	14.14'
T14	S46°36'59"E	14.14'
T15	N59°39'18"E	12.54'
T16	S29°23'27"E	15.37'



- NOTES**
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - LOTS 1X, 2X, & 3X BLOCK A, LOT 4X BLOCK H, SHALL BE HOA LOTS OWNED AND MAINTAINED BY THE HOA.
 - ALL LOT CORNERS ARE 1/2" IRON RODS SET WITH A YELLOW PLASTIC CAP STAMPED "DAA" UNLESS OTHERWISE NOTED.
 - "X" CUTS SET IN CONCRETE STREET PAVING AT ALL INTERSECTION AND POINTS OF CURVATURE.
 - BASE OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE 4202.
 - ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48085C0110J DATED: JUNE 2, 2009 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, NO FLOODPLAIN PRESENT ON THIS SITE.
 - DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH PD ORDINANCE NO. 2015-77.
 - COUNTY ROAD 100 WILL REMAIN INTACT AND OPERATIONAL UNTIL FARM MARKET ROAD 455 REALIGNMENT IS COMPLETED.

- LEGEND**
- BL = BUILDING LINE
 - VAM = VISIBILITY, ACCESS AND MAINTENANCE ESMT
 - SSE = SANITARY SEWER EASEMENT
 - WE = WATER EASEMENT
 - UE = UTILITY EASEMENT
 - EHS = EROSION HAZARD SETBACK
 - HOA = HOME OWNERS ASSOCIATION
 - WSE = WATER SURFACE ELEVATION
 - SWE = SIDEWALK EASEMENT
 - IRF = IRON ROD FOUND
 - <CM> = CONTROL MONUMENT
 - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
 - D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS
 - = 1/2" IRON ROD FOUND W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
 - = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA"
 - ◇ = DENOTES STREET NAME CHANGE
 - ▼ = DENOTES FRONT OF LOT



CITY FILE NUMBER: P-201704-01
29.661 ACRES
98 RESIDENTIAL LOTS
4 HOA LOTS
**FINAL PLAT
BUFFALO RIDGE
PHASE TWO**
AN ADDITION TO THE CITY OF CELINA
L.M. BOYD SURVEY, ABSTRACT NO. 48
COLLIN COUNTY, TEXAS
APRIL, 2018 SCALE: 1"= 60'

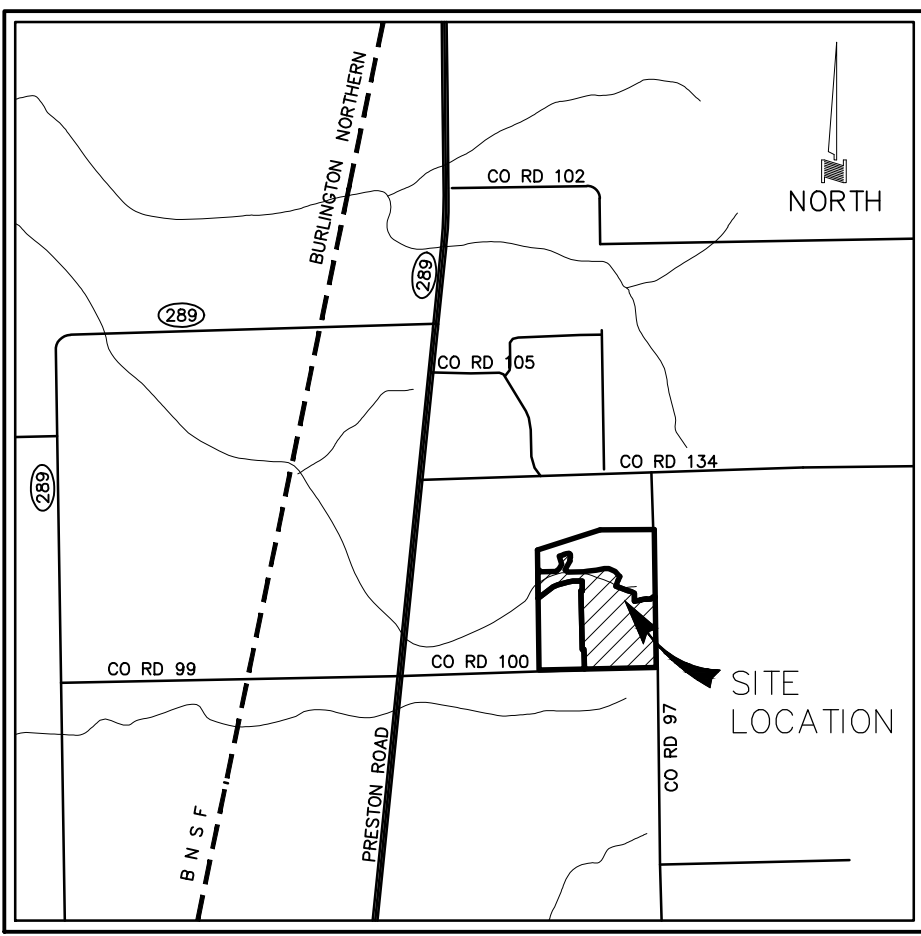
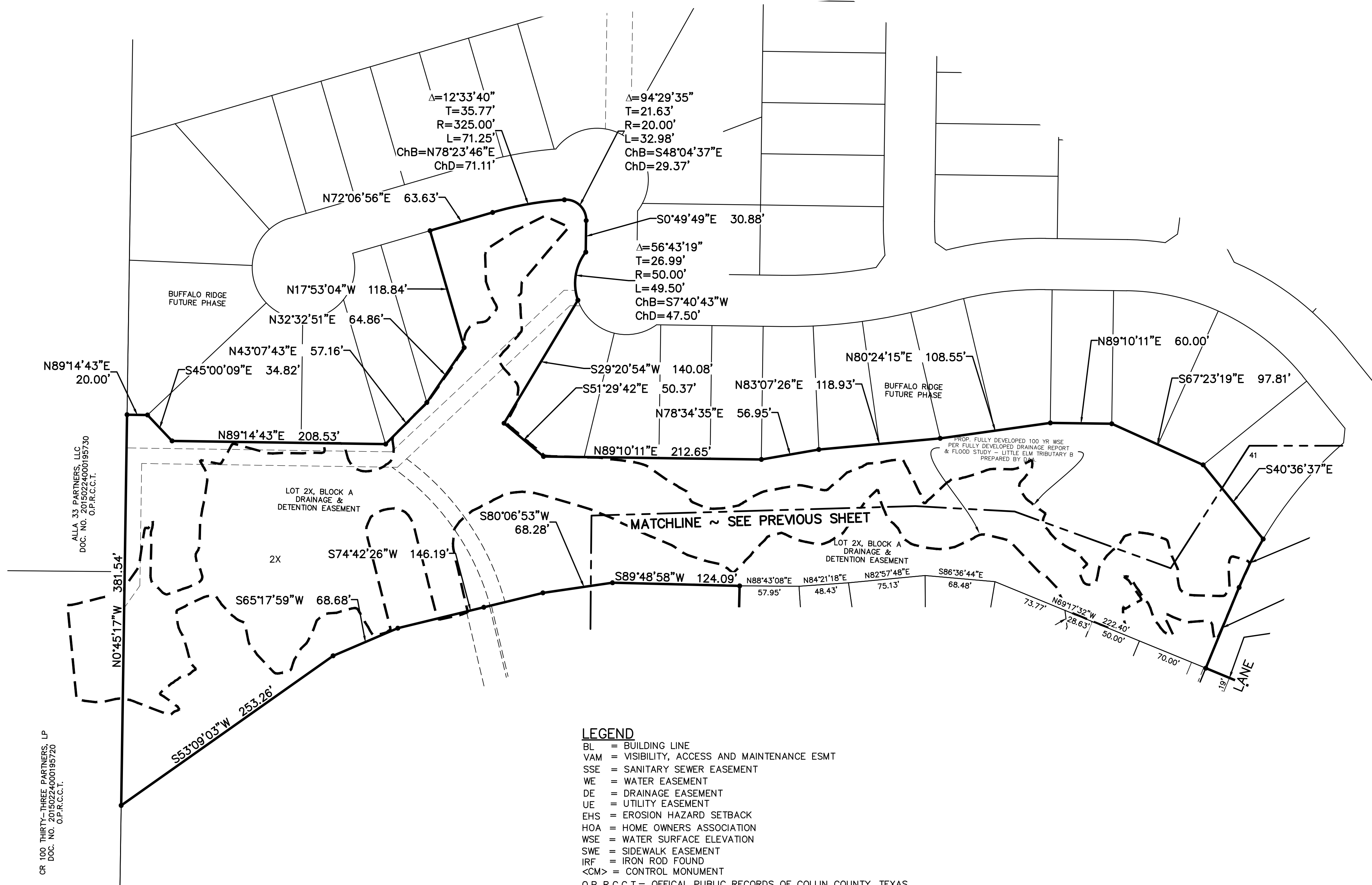
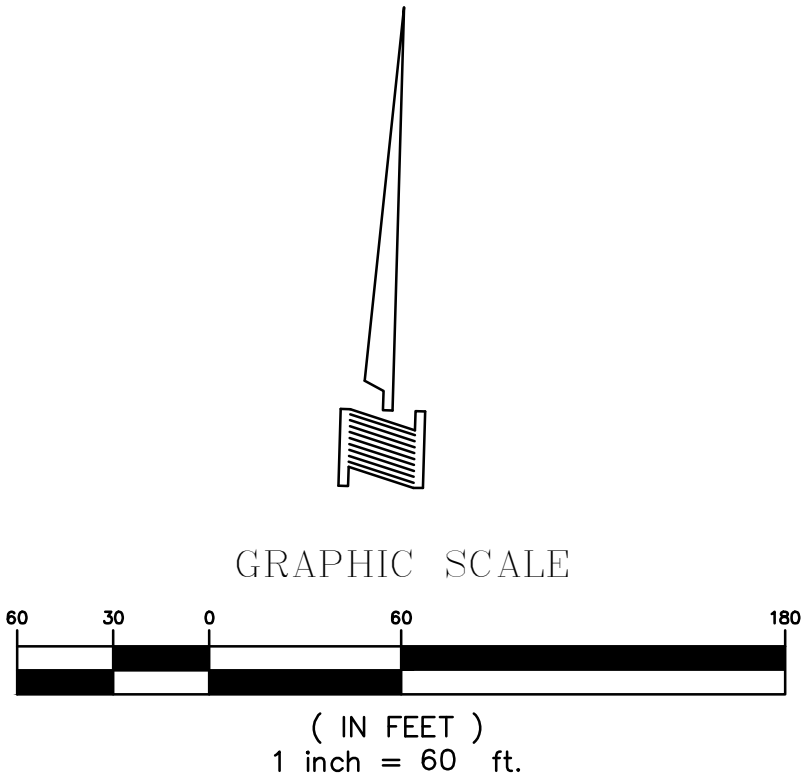
OWNER
POINTE BUFFALO RIDGE, LLC
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

DEVELOPER
POINTE LAND DEVELOPMENT
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: GABE NOVAK

NOTES

1. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. LOTS 1X, 2X, & 3X BLOCK A, LOT 4X BLOCK H, SHALL BE HOA LOTS OWNED AND MAINTAINED BY THE HOA.
3. ALL LOT CORNERS ARE 1/2" IRON RODS SET WITH A YELLOW PLASTIC CAP STAMPED "DAA" UNLESS OTHERWISE NOTED.
4. "X" CUTS SET IN CONCRETE STREET PAVING AT ALL INTERSECTION AND POINTS OF CURVATURE.
5. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE 4202
6. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48085C0110J DATED: JUNE 2, 2009 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, NO FLOODPLAIN PRESENT ON THIS SITE.
7. DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH PD ORDINANCE NO. 2015-77.



LOCATION MAP
NOT TO SCALE

CITY FILE NUMBER: P-201704-01
29.661 ACRES
98 RESIDENTIAL LOTS
4 HOA LOTS
FINAL PLAT
BUFFALO RIDGE
PHASE TWO
AN ADDITION TO THE CITY OF CELINA
L.M. BOYD SURVEY, ABSTRACT NO. 48
COLLIN COUNTY, TEXAS
APRIL, 2018 SCALE: 1"= 60'

OWNER: POINTE BUFFALO RIDGE, LLC
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

DEVELOPER: POINTE LAND DEVELOPMENT
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: GABE NOVAK

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- ◇ = DENOTES STREET NAME CHANGE
- ▼ = DENOTES FRONT OF LOT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That POINTE BUFFALO RIDGE, LLC, acting herein by and through his/her(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as BUFFALO RIDGE PHASE TWO addition, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are, dedicated, for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.

The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as show hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easments to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

The area or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) Easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including but without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

This plat is hereby adopted by the Owners and approved by the City of Celina (Called 'City') subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns: Lot 2X, Block A as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement.

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

WITNESS, my hand this the ____ day of _____, 2018.

By: POINTE BUFFALO RIDGE, LLC
NEAL HECKEL, President

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared NEAL HECKEL, President of POINTE BUFFALO RIDGE, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On: _____

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

That I, John L. Melton, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED, VIEWED, OR RELIED UPON AS A FINAL SURVEY DOCUMENT" (RELEASE DATE: 02/24/2017)

Signature of the Registered Professional

Texas Registration No. _____

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared John L. Melton, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this ____ day of _____, 2018.

Notary Public in and for the State of Texas

My Commission Expires On: _____

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson Date of Recommendation

APPROVED BY: City Council
City of Celina, Texas

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

Property Location Statement

This property is located in the corporate limits (or the extraterritorial jurisdiction) of the City of Celina, Collin County, Texas.

Signature of MayorDate of Approval

ATTEST:

City SecretaryDate

CITY FILE NUMBER: P-201704-01
29.661 ACRES
98 RESIDENTIAL LOTS
4 HOA LOTS
FINAL PLAT
BUFFALO RIDGE
PHASE TWO

AN ADDITION TO THE CITY OF CELINA
L.M. BOYD SURVEY, ABSTRACT NO. 48
COLLIN COUNTY, TEXAS

APRIL, 2018

OWNER
POINTE BUFFALO RIDGE, LLC
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

DEVELOPER
POINTE LAND DEVELOPMENT
6860 NORTH DALLAS PARKWAY, SUITE 200
PLANO, TEXAS 75024
972-905-2146
CONTACT: NEAL HECKEL

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
CONTACT: GABE NOVAK

DOCUMENT NUMBER

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS POINTE BUFFALO RIDGE, LLC, is the owner of a tract of land situated in the L.M. BOYD SURVEY, ABSTRACT NO. 48, Collin County, Texas, and being a portion of that tract of land conveyed to Pointe Buffalo Ridge, L.L.C., according to the document filed of record in Instrument Number 20160222000196050, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found for the southeast corner of said Pointe Buffalo Ridge, L.L.C. tract, said PK nail being the northeast corner of a tract of land conveyed to Central Frisco, Ltd. according to deed recorded in Instrument Number 20080306000268700, Official Public Records of Collin County, Texas, and being the approximate centerline intersection of County Road 97 and County Road 100;

THENCE South 88° 40' 21" West, departing the approximate centerline of said County Road 97 and with the south line of said Pointe Buffalo Ridge, L.L.C. tract, the north line of said Central Frisco, Ltd. tract, and the approximate centerline of said County Road 100, a distance of 974.22 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, from which the southwest corner of said Pointe Buffalo Ridge, L.L.C. tract bears South 88° 40' 21" West, 613.18 feet, and from said southwest corner a 3/8-inch iron rod found bears North 68°32'44" East, 0.17 feet;

THENCE departing the south line of said Pointe Buffalo Ridge, L.L.C. tract, the north line of said Central Frisco, Ltd. tract, and the approximate centerline of said County Road 100, the following course and distances:

North 01° 36' 59" West, a distance of 217.59 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 88° 23' 01" West, a distance of 18.75 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 01° 36' 59" West, a distance of 790.89 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 01° 02' 45" East, a distance of 50.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner at the beginning of a non-tangent curve to the left having a central angle of 01° 22' 35", a radius of 775.00 feet, and a chord bearing and distance of South 89° 38' 32" East, 18.62 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

With said non-tangent curve to the left, an arc length of 18.62 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 00° 19' 50" West, a distance of 133.69 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 89° 48' 58" West, a distance of 124.09 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 80° 06' 53" West, a distance of 68.69 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 74° 41' 31" West, a distance of 59.41 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 74° 41' 31" West, a distance of 86.37 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 65° 17' 59" West, a distance of 68.68 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 53° 09' 03" East, a distance of 253.26 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being in the west line of said Point Buffalo Ridge, L.L.C. tract, same being the east line of a tract of land conveyed to CR 100 Thirty-Three Partners, LP, according to deed recorded in Instrument Number 20150224000195720, Official Public Records of Collin County, Texas;

THENCE North 00° 45' 17" West, with the west line of said Pointe Buffalo Ridge, L.L.C. tract, and the east line of said CR 100 Thirty-Three Partners, LP, a distance of 381.54 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

THENCE over and across said POINT BUFFALO RIDGE, L.L.C. tract, the following courses and distances:

North 89° 14' 43" East, departing the west line of said Pointe Buffalo Ridge, L.L.C. tract and the east line of said CR 100 Thirty-Three Partners, LP, a distance of 20.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 45° 00' 09" East, a distance of 34.82 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 89° 14' 43" East, a distance of 208.53 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 43° 07' 43" East, a distance of 57.16 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 32° 32' 51" East, a distance of 64.86 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 17° 53' 04" West, a distance of 118.84 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 72° 06' 56" East, a distance of 63.63 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a curve to the right having a central angle of 12° 33' 40", a radius of 325.00 feet, and a chord bearing and distance of North 78° 23' 46" East, 71.11 feet;

With said curve to the right an arc length of 71.25 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a curve to the right having a central angle of 94° 29' 35", a radius of 20.00 feet, and a chord bearing and distance of South 48° 04' 37" East, 29.37 feet;

With said curve to the right an arc length of 32.98 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 00° 49' 49" East, a distance of 30.88 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a non-tangent curve to the left having a central angle of 56° 43' 19", a radius of 50.00 feet, and a chord bearing and distance of South 07° 40' 43" West 47.50 feet;

With said curve to the left an arc length of 49.50 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 29° 20' 54" West, a distance of 140.08 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 51° 29' 42" East, a distance of 50.37 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 89° 10' 11" East, a distance of 212.65 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 78° 34' 35" East, a distance of 56.95 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 83° 07' 26" East, a distance of 118.93 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 80° 24' 15" East, a distance of 108.55 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 89° 10' 11" East, a distance of 60.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 67° 23' 19" East, a distance of 97.81 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 40° 36' 37" East, a distance of 93.17 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a non-tangent curve to the left having a central angle of 08° 04' 23", a radius of 375.00 feet, and a chord bearing and distance of South 24° 51' 09" West, 52.79 feet;

With said non-tangent curve to the left, an arc length of 52.84 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 20° 48' 58" West, a distance of 85.26 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 69° 11' 02" East, a distance of 50.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 69° 11' 02" East, a distance of 120.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 70° 51' 59" East, a distance of 49.17 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 68° 28' 41" East, a distance of 47.29 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

South 00° 05' 59" West, a distance of 108.44 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a non-tangent curve to the left having a central angle of 18° 06' 06", a radius of 275.00 feet, and a chord bearing and distance of North 81° 02' 56" East, 86.52 feet;

With said curve to the left, an arc length of 86.88 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner, said iron rod being the beginning of a curve to the right having a central angle of 16° 23' 07", a radius of 275.00 feet, and a chord bearing and distance of North 80° 11' 27" East, 78.38 feet;

With said curve to the right, an arc length of 78.64 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 88° 23' 01" East, a distance of 65.67 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 43° 46' 36" East, a distance of 35.60 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner;

North 89° 10' 11" East, a distance of 30.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped 'DAA' set for corner in the east line of said Pointe Buffalo Ridge, LLC tract, same being the approximate centerline of said County Road 97;

THENCE South 00° 49' 49" East, with the east line of said Pointe Buffalo Ridge, L.L.C. tract and the approximate centerline of said County Road 97, a distance of 952.16 feet to the POINT OF BEGINNING and containing 29.661 acres of land, more or less.

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	J	6004	0.14
2	J	6007	0.14
3	J	7207	0.17
4	J	6014	0.14
5	J	6011	0.14
6	J	7219	0.17
7	J	6006	0.14
8	J	6008	0.14
9	J	7213	0.17
10	J	6006	0.14
11	J	6007	0.14
12	J	7216	0.17
13	J	6015	0.14
14	J	6015	0.14
15	J	7226	0.17
16	J	7213	0.17

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	J	102056	2.34
2X	A	219840	5.05
3X	A	2376	0.05
4X	H	27430	0.63

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
48	A	8520	0.20
49	A	7012	0.16
50	A	8549	0.20
51	A	7425	0.17
52	A	8380	0.19
53	A	5991	0.14
54	A	8345	0.19

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	G	10499	0.24
2	G	7200	0.17
3	G	6000	0.14
4	G	7200	0.17
5	G	5999	0.14
6	G	7200	0.17
7	G	5999	0.14
8	G	7200	0.17
9	G	5999	0.14
10	G	7200	0.17
11	G	5999	0.14
12	G	8350	0.19
13	G	8350	0.19
14	G	5999	0.14
15	G	7200	0.17
16	G	5999	0.14
17	G	7200	0.17
18	G	5999	0.14
19	G	7200	0.17

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
20	G	5999	0.14
21	G	7200	0.17
22	G	6000	0.14
23	G	7200	0.17
24	G	5999	0.14
25	G	10314	0.24

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	H	7247	0.17
2	H	8386	0.19
3	H	6385	0.15
4	H	7387	0.17
5	H	6382	0.15
6	H	10384	0.24
7	H	14009	0.32
8	H	6000	0.14
9	H	7200	0.17
10	H	6000	0.14

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
11	H	8990	0.21
12	H	10927	0.25
13	H	6964	0.16
14	H	7456	0.17
15	H	6002	0.14
16	H	7200	0.17
17	H	6008	0.14
18	H	6275	0.14
19	H	8656	0.20
20	H	8488	0.19

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	F	8471	0.19
2	F	5999	0.14
3	F	7200	0.17
4	F	6000	0.14
5	F	7199	0.17

|--|



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Alexis Jackson, Director of Development Services
Date: June 12, 2018
Re: Trails Master Plan Agreement

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Norris Design to develop a Trails Master Plan for a not to exceed amount of \$59,980. (Jackson)

Background Information:

The City of Celina is proposing to engage Norris Design to guide the development of the Trails Master Plan for the City. The Master Plan deliverables will include the development of base drawings for informational maps, the review of previous related plans and studies, providing a demographic review and community profile, visioning meetings with key entities in the City, preparation and execution of a community survey, review of existing and planned trails as well as regional initiatives and standards. Norris will then develop proposed trail networks, trail alignments, and connectivity solutions. Additionally, costs will be estimated, trail segments prioritized, and standards and policies for development will be created.

Finally, Norris will prepare the Trails Master Plan as well as an implementation plan, including trail development, land acquisition needs, and supporting facility development.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Not to exceed cost on this item is \$59,980.

Legal Review:

N/A

Supporting Documents:

- Proposed Scope of Services

Staff Recommendation:

Staff recommends approval.

EXHIBIT A
SCOPE OF SERVICES

City of Celina - Trails Master Plan

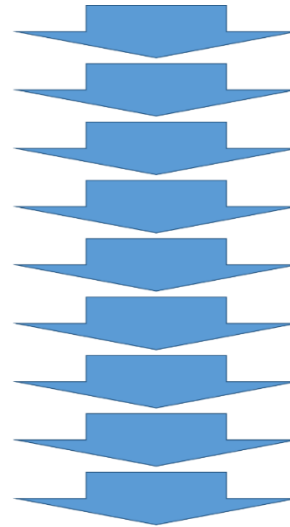
Phase 1.0 PROJECT MANAGEMENT

CLIENT – CONSULTANT INTERACTION

Interaction between Norris Design (ND) and the City of Celina staff, will take place either by means of face-to-face meetings or by conference call meetings. The number of these meetings is defined per individual task.

1.01 PLANNING PROCESS

- **Inventory & Analysis**
- **Public Participation**
- **Goal Setting**
- **Needs Assessment**
- **Preliminary Routing**
- **Develop Standards**
- **Recommendations**
- **Prioritization**
- **Implementation Plan**



1.01 PROJECT INITIATION MEETING

ND staff will arrange a meeting in Celina with appropriate City staff as designated by the City. Key planning team members from ND will attend. This meeting will accomplish several pre-planning objectives:

- A. Orientation. The City of Celina and the primary ND team will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
- B. Review of Key Issues. Key issues to be addressed during the course of the work will be reviewed with staff and team members.
- C. Schedule. Review contract schedule and establish key milestone dates.
- D. Information exchange. Discuss documentation needs and receive information as available. ND will provide a list of required information in advance of this meeting.

Deliverables:

- a. *ND shall prepare meeting agenda, initial exhibits to aid discussion, a list of needed informational items and data.*

b. Total number of meetings: One (1) meeting Items

Provided by City of Celina: City shall recommend staff to attend, place of meeting, and provide data as required to begin planning process.

1.02 CITY AND PARK NETWORK TOUR

As a follow-up to the kick-off meeting, but during a different visit, ND, together with Celina's staff will tour the City to gain a thorough understanding of issues as identified by the City.

Deliverables:

- a. ND shall apply information and understanding gained in follow-up tasks.*
- b. Total number of meetings: Four hours (4) to tour the city in City van.*

Items Provided by City of Celina: The City shall arrange for a vehicle and serve as guide for the duration of the city tour.

1.03 TRAIL ADVISORY COMMITTEE MEETINGS

ND will meet with the Trail Advisory Committee (the "Committee") as follows: One (1) introduction meeting to introduce the team, describe the master planning process, and conduct a visioning work session, one (1) findings meeting. One (1) recommendations review meeting. Members (5-7 people) are encouraged to attend all meetings including public input meetings.

Deliverables:

- a. ND shall attend a total of three (3) Committee meetings as part of this task.*
- b. Total number of meetings – Three (3) meetings*

Items Provided by City of Celina: The City shall invite Committee members to attend meetings.

1.04 INTERDEPARTMENTAL COORDINATION MEETINGS

A. ND will meet with key personnel of City departments that may impact or be impacted by the Plan and from whom support for the implementation of the Master Plan may be required.

B. ND will conduct one (1) meetings with department heads/staff collectively for their initial input and interim review of recommendations. Personnel/Departments may include but are not limited to: City Management; Planning & Development Services; Economic Development; Engineering Services; and Public Works.

Deliverables:

- a. ND shall prepare presentations and summaries of comments made in meetings.*
- b. Total number of meetings: One (1) meetings*

Items Provided by City of Celina: The City shall set up meetings where necessary; and attend meetings as desired or appropriate. ND to provide a schedule and suggested times for meetings.

1.05 PROJECT MANAGEMENT

The ND Project Manager will coordinate internal and sub-consultant team members; maintain the project schedule; and be available for phone or email discussions to address client needs.

ND will provide monthly project update memos (including schedule revisions, status of deliverables, and outstanding needs) via e-mail to the client.

Deliverables:

- a. *Monthly project update memos delivered via e-mail with invoices.*
- b. *Total number of meetings: None.*

Items Provided by City of Celina: *Review of project update memos.*

Phase 2.0 PRE-PLANNING

2.01 PREPARATION OF BASE MAPPING

A. ND shall prepare base mapping that is comprehensive and sufficiently detailed for the project. ND shall prepare the base mapping in a digital form for future use by the City (through incorporation and enhancement of existing City digital base mapping files). GIS data, digital aerial photographs, and/or PDF illustrations obtained from the City will be used as the base information for the regional, citywide and neighborhood level maps which shall include:

Regional level – Including all areas in the City ETJ, as well as relationship to surrounding cities.

City-wide level – Including study limits/sectors established by prior park master plans and other pertinent sectors as provided by the City of Celina in digital format.

Specific key areas – Key neighborhoods/sectors as determined to be appropriate.

B. All mapping that is distributed in an illustrative format will be in PDF graphic file formats.

C. Specific information (as provided by the city) that ND will incorporate into the base mapping includes: Key public facilities; Developed and undeveloped park land; Major natural features and drainage corridors; Schools (by classification and type) and school districts; Major retail centers; Major employers; Key entertainment and civic areas; Major destinations within 1 mile of Celina in adjacent cities (as readily available); Boundaries for city districts such as Downtown Celina; Key regional destinations as applicable; and Any other pertinent, available GIS data.

Deliverables:

- a. *ND shall prepare base drawings for regional, city-wide, and neighborhood/sector maps with information readily available.*
- b. *ND will coordinate with the City GIS Department to understand and incorporate data standards and determine the necessary levels of accuracy and precision for data development. Except as stated herein, ND is not responsible for digitizing, increasing the accuracy and precision, or otherwise improving data received from the City.*
- c. *Number of meetings: None.*

Items Provided by City of Celina: *The City shall provide digital copies (as available), of most recent City mapping, including regional level maps, citywide maps illustrating zoning based upon Comprehensive plan update, and city maps illustrating existing and proposed land use. City limit boundaries will be provided in digital form.*

2.02 REVIEW RELEVANT STUDIES THAT MAY INFLUENCE THE PARKS MASTER PLAN

For background and information purposes, ND shall review other past or ongoing efforts that may influence the city's Parks Master Plan. This will include, but is not limited to:

1. Previous Parks Master Plan;
2. Comprehensive Plan;
3. Trail/Bike Master Plan;
4. Streetscape Plan;
5. Thoroughfare Plan;
6. Floodplain Management Plan and/or Ordinance;
7. Individual Park Development Master Plans;
8. Specific master plans previously prepared for key areas;
9. Previous Facility Plans/Feasibility Studies;
10. Regional plans;
11. Other specific studies

Deliverables:

- a. ND shall review past studies & reports, as provided by City.
- b. Number of meetings: None.

Items Provided by City of Celina: City shall provide one electronic copy and/or hard copy of all relevant reports and documents.

2.03 DEMOGRAPHIC REVIEW & COMMUNITY PROFILE

ND will utilize demographic data as provided by the City, which may include Census, ESRI, and North Central Texas Council of Governments (NCTCOG) data. This data will be used to develop a community profile that will include the demographic, economic, cultural, and lifestyle patterns and preferences of the community and segments of the community. This profile will serve as the basis for future phases of the project. The community profile shall include:

- Current population
- Future growth forecasts and build-out projections as provided by the City
- Typical population profile, including sex, age, ethnicity, income and education
- Lifestyle segment review and summary.

Deliverables:

- a. ND shall review information, as provided by the City, and prepare the community profile.
- b. Number of meetings: Under leadership of Celina, one (1) conference call meeting with Planning Department and Celina to discuss the best available demographic data to be used.

Items provided by City of Celina: Celina to initiate and facilitate conference call meeting with Planning Department and Comprehensive Planning Team. The City shall provide population information (in digital form), including existing population by Census tracts, population estimates and projections, and demographic characteristics. If data is not available, ND will use the most current Census Bureau and NCTCOG data. (provided by City)

3.01 VISIONING MEETINGS WITH KEY ENTITIES

During a (2) two-day visioning event ND will meet with key community representatives, present the process of the Master Plan, and facilitate visioning sessions. ND will conduct a maximum of three (3) focus group meetings (up to 1.5 hours in duration per each) with a combination of key stakeholder groups or organizations collectively for public input.

A. ND will prepare a questionnaire to serve as a structure for the meetings.

B. ND will meet with key community representatives who are familiar with recreational facilities in Celina.

C. ND will conduct a maximum of three (3) focus group meetings with a combination of key stakeholder groups or organizations collectively for public input. Key stakeholders may include:

- Mayor and/or Council members;
- 4B Sales Tax Corporation;
- Key community leaders or recreation providers as recommended by City Staff;
- Downtown Committee;
- Senior Center Advisory Committee;
- Arts/Historic/Culture/Beautification Committees;
- Chamber of Commerce;
- Sports Organizations;
- Business Owners and Developers;
- Home Owner Associations;
- Youth Committee.

D. The three (3) focus group meetings will take place consecutively during the (2) two-day visioning event.

Deliverables:

- a. *ND shall prepare a summary of findings and comments made during meetings.*
- b. *Total number of meetings: Three (3) meetings conducted consecutively during the event.*

Items Provided by City of Celina: *The City shall make recommendations for the stakeholders' representatives and persons to be included in the meetings; secure location of the venue, set up meetings consecutively during the (2) two-day event; and attend meetings as desired.*

3.02 VISIONING MEETING WITH ELECTED AND APPOINTED OFFICIALS

During the three-day visioning event mentioned above, ND will meet in a joint meeting session with elected and appointed officials (Park Board; CISD). A. This meeting with elected and appointed officials will be in the format of visioning work session discussion. B. ND will prepare exhibits and presentation for the visioning session. C. ND will prepare written summary of key items discussed during workshops.

Product – ND shall prepare a summary of findings and comments made during the visioning meeting. Total number of meetings: One (1) joint meeting.

Items Provided by City of Celina – The City shall set up the meetings; and attend meeting.

3.03 ESTABLISH GOALS AND OBJECTIVES

- A. ND shall compile a preliminary list of key parks and recreation long term goals and objectives for the Parks system, to serve as a framework for modification by staff and the citizens of Celina.
- B. These goals may be based on previous Parks Board policy statements, Celina mission statements and goals, Council visioning statements, and the result of visioning meetings during the three-day visioning event attended by citizen, staff and elected officials.
- C. ND will review the goals and objective with City staff and modify as appropriate per comments received.

Deliverables:

- a. ND shall prepare a preliminary written list of goals and objectives for staff review.
- b. Number of meetings: One (1) meeting

Items provided by City of Celina: The City shall provide previous Council, Parks Board and Celina goals and objectives, policy statements, etc. The City shall review and comment on revised version of goals and objectives.

3.04 CITYWIDE PUBLIC MEETINGS

During the (2) two-day visioning event described above, ND will conduct one (1) open public meeting to educate the public about the planning process, and to solicit input for the master plan. One (1) final public meeting will be held closer to the end of the planning process when recommendations will be shared with the citizens of Celina.

- A. ND will prepare exhibits and presentation for the public meetings.
- B. Prepare written summary of key items discussed during meetings.

Deliverables:

- a. ND shall prepare presentations, exhibits, and graphic boards for meetings.
- b. ND will also compile and summarize the input from each meeting.
- c. Total number of meetings: Two (2) meetings.

Items Provided by City of Celina: The City shall establish location and time for meetings; issue invitations and publicize meetings; and attend meetings as desired or appropriate.

Deliverables:

- a. ND shall prepare documentation for community-wide survey and survey results.
- b. Number of meetings: Two (2) total as follows: One (1) conference call meeting to discuss the survey questions; one (1) meeting with staff to discuss survey results.

Items Provided by City of Celina: The City shall assist in the development of the survey.

3.05 ONLINE COMMUNITY SURVEY (survey monkey)

- A. ND will prepare a questionnaire for an on-line community-wide survey to be administered by web-based Survey Monkey.
- B. Review the questionnaire with City staff via conference call and modify as appropriate.
- C. ND will analyze responses and prepare a summary of key responses in report format.
- D. ND will review the results of the survey during one (1) meeting with staff.

Deliverables:

- a. ND shall prepare documentation for community-wide survey and survey results.
- b. Number of meetings: Meetings two (2) via conference call.

Items Provided by City of Celina: The City shall assist in the development of the survey questionnaire; assist in linking the survey instrument to the City website and promote the survey to Celina residents via city newsletters, announcements and email blasts.

Phase 4.0 TRAILS MASTER PLAN

4.01 REVIEW OF EXISTING & PLANNED TRAILS AND REGIONAL INITIATIVES & STANDARDS

A. ND will analyze the City's current (sketch document) Trails Master Plan, determine the suitability of currently-planned trail alignments, and build upon that plan's conceptual alignments. Analyze regional trail benchmarks, determine level of service of Celina's existing trail system, and recommend target levels of service.

B. Research and summarize current regional trail and on-street bicycle initiatives, including the Six Cities Trail Plan, Regional NCTCOG Velo-web and the Collin County Regional Trails Master Plan. Analyze and summarize regional standards for application to the Celina trail route system.

Deliverables:

- a. Summary of benchmark / level of service analysis and applicable regional standards.
- b. Provide a written/graphic section as part of the Master Plan.
- c. Number of meetings: One (1) meeting to discuss interim findings report.

Items Provided by City of Celina: Copies of draft reports, maps, and other relevant information from various regional and county initiatives.

4.02 OPPORTUNITIES & CONSTRAINTS ANALYSIS

Conduct city-wide reconnaissance to identify potential opportunities and challenges for the trail system. Prepare maps and illustrations as appropriate that demonstrate key opportunities and constraints in each sector of the city. Analyze compatibility along collector and arterial roadways (depending on available data). Maps will illustrate:

- Key destinations;
- Key trail corridors;
- Key potential future trail corridors;
- Key future areas to be served;
- Key opportunity areas for trails;
- Key constraints

Deliverables:

- a. Summary of the trail system opportunities and constraints in plan format.
- b. Map illustrating key destinations and potential corridors by sector.

c. *Number of meetings: none*

Items Provided by City of Celina: Locations of known constraints or opportunity corridors. Street classifications, pavement cross-sections, right-of-way conditions, and traffic volumes for all collector and arterial roadways. Review mapping and summary comment as applicable.

4.03 DEVELOP TRAIL FACILITY NETWORKS

Develop a toolbox of facility types that details facility character, corridor width, surfacing width and thickness, and relevant amenities for each trail type. Develop draft networks for each facility type detailing corridor location, length of segment, and implementation status. Field-review draft facility networks for feasibility and alternatives. Review with City staff and revise as needed. Facility types/networks include:

- Major off-street trails;
- Minor off-street trails;
- Enhanced sidewalks.

Deliverables:

- a. *Summary of the facility type toolbox and a series of maps detailing draft alignments for facility networks.*
- b. *Number of meetings: One (1) conference call review meeting with staff.*

Items Provided by City of Celina: Review and comment as appropriate.

4.04 DEVELOP & ANALYZE TRAIL ALIGNMENTS, CONNECTIVITY FOR MAJOR SPINE TRAIL CORRIDORS

Develop alignments for major trail spine corridors. Describe recommended facility type, and general constraints along major spine corridor segments. ND will identify gaps in the citywide trail system, physical barriers, missing links between origins and destinations, needed connections to schools, and other areas in the city. ND will produce a map illustrating primary gaps and barriers and a brief memo outlining key opportunities and issues in the city. Develop planning-level cost estimates for major spine trail corridor segments.

Deliverables:

- a. *Draft alignment and evaluations for trail routes and corridors.*
- b. *Number of meetings: One (1) review meeting with staff.*

Items Provided by City of Celina: Review and comment as appropriate.

4.05 DEVELOP PLANNING LEVEL COST ESTIMATES & PRIORITIZE MAJOR TRAIL SPINE SEGMENTS

Using the analysis performed, ND shall prepare estimates of probable cost for the major spine corridors in the city. Create criteria to rank and prioritize major trail segments based on ease of implementation, connectivity to destinations, and proximity to residences and prioritize major trail segments based on these criteria. Review with staff and modify as necessary.

ND shall develop planning level cost estimates for construction and maintenance overall trail system on a per-mile basis. Key corridors shall be approved by the City prior to finalizing report.

Deliverables:

- a. Preliminary cost estimates and prioritization criteria in table format.
- b. Number of meetings: One (1) meeting with staff via conference call.

Items Provided by City of Celina: Review and comment as appropriate.

4.06 DEVELOP STANDARDS FOR TRAIL DESIGN & REVIEW STANDARD STREET SECTIONS

Develop general and aesthetic standards for Celina's trail system:

1. Develop design standards for each facility type;
2. Develop design standards for amenities such as nodes, seating areas, bridge approaches, and mile markers;
3. Develop maintenance standards for trails and bikeways;
4. Develop design concepts for on-grade traffic crossings, railroad crossings, low water crossings, and design considerations for vehicle bridges to accommodate trails; and
5. Develop quick-reference standards for three to five (3-5) primary bikeway facility types

Deliverables:

- a. Draft trail facility standards for Celina in graphic and written format.
- b. Number of meetings: One (1) review meeting

Items Provided by City of Celina: Previous park, trail or facility standards (if any); review and comment on proposed trail standards.

4.07 PREPARE TRAILS MASTER PLAN & DEVELOP POLICY RECOMMENDATIONS

Prepare the Trails Master Plan report and a summary. Include a detailed implementation schedule with costs and priorities and develop strategic policy recommendations to:

- Accelerate the implementation of trails and related facilities;
- Network continuity;
- Coordinate with other projects;
- Modify programs and practices;
- Develop a cutting-edge trail system;
- Recommend short-term and long-term improvements

Deliverables:

- a. A written summary of the trails master planning process and recommendations to be delivered as part of report and provide written/graphic summary.
- b. Number of meetings: One (1)

Items Provided by City of Celina: Review and comment as appropriate.

5.01 COST ESTIMATES

The ND Team shall prepare cost estimates for components of the Trails Master Plan. Use previous bids, current contractor costs where available, or other locally based estimates; Include maintenance costs for new facility improvements; Use an average dollar amount per acre for land acquisition.

Include cost ranges for proposed improvements, and identify key assumptions and items included in each estimate. Include contingencies that are appropriate for concept level estimates.

Deliverables:

- a. ND will incorporate the results of the cost estimates in the Action Plan.
- b. Number of meetings: One (1) conference call meeting.

Items Provided by City of Celina: The City shall review estimates and comment as appropriate.

5.02 IMPLEMENTATION AND ACTION PLAN

A. The team shall prepare an implementation component for the Trails Master Plan illustrating the items that are recommended. This plan will include four key elements:

1. Short range improvements to meet immediate needs.
2. Long range improvements to meet population growth, enhance the system, and meet the needs of City's growth
3. Prioritization of improvements, to fund most critical projects first, based on demonstrated need, with less critical components being incorporated as funding allows.
4. Funding strategies to provide predictable funding resources for the proposed improvements.

B. ND shall prepare a master plan that will describe the recommended improvements in the following main categories:

- Trail development
- Land acquisition needs
- Supporting facility development

C. ND shall prepare an Action Plan Schedule for the recommended plan components. * Develop a 5-year incremental funding level analysis to implement the Master Plan. (Action and Expenditure Plan). * Use a 5-year short-range time frame, and a 10-year long-range time frame.

Deliverables:

- a. ND shall prepare prioritization of recommended improvements, an Action Plan in table format, and an implementation strategy in written format.
- b. Number of meetings: One (1) meeting.

Items Provided by City of Celina: The City shall provide current and past citywide and Park and Department budgets (for past three years); provide records of past grants and other non-city funding sources; and review Implementation and Action Plan.

Phase 6.0 REPORT PREPARATION & FINAL PLAN ADOPTION

6.01 REPORT PREPARATION, REVIEW, AND APPROVAL

The ND team shall combine the information compiled in each of the tasks above into a Final Report. ND will assist in reviewing the report with City staff, the Steering Committee, Boards, and City Council. Elements in this task will include:

- * Preparation of Report and Submittal of electronic (PDF format) draft to Celina staff for review.
- * One (1) work session with Celina staff.
- * Revisions based on comments received, and preparation of a revised draft report in electronic (PDF) format.
- * One (1) joint briefing presentation and work session with Parks and Recreation Board
- * One (1) briefing presentation and work session with City Council.
- * Revisions based on comments received, and preparation of a final report in electronic (PDF) format.
- * One (1) public hearing for approval of the final master plan by the City Council.

Upon City Council approval, ND shall deliver the approved report to Texas Parks and Wildlife Department for review and comment. ND shall address comments from TPWD staff as required.

Deliverables:

- a. Report final product shall be in an Adobe (InDesign/Illustrator) that can be edited by the City.
- b. ND shall prepare electronic (PDF format) draft reports (copies includes two final reports).
- c. Number of meetings: ND will attend a total of five (5) meetings during the approval process.

Items Provided by City of Celina: The City shall review draft reports, set up meetings and agenda items for review and approval of master plan, and distribute electronic or hard copies of the report to staff, the Master Plan Committee, Boards, and City Council, as outlined above.

6.02 TRAILS MASTER PLAN EXECUTIVE SUMMARY

A. ND will prepare a summary of the Trails Master Plan (Master Plan), including key goals and objectives, key needs, recommendations, funding strategies and public statements. This summary will be crafted to serve as the primary document for communicating the goals and outcomes of the Master Plan to elected and appointed officials and the general public.

B. ND will include key graphics from the Master Plan and planning process as necessary to communicate the intent of the Master Plan.

C. ND will provide a digital original to the City of Celina for review.

D. ND will review with City staff and modify per comments received.

Deliverables:

- a. ND prepares an Ex. Summary for the Trails Master Plan in electronic (PDF) format for review.
- b. Number of meetings: One (1) meeting with staff.

Items Provided by City of Celina: The City shall review the Executive Summary and comment, as well as participate in one meeting.

6.03 TRAILS MASTER PLAN PUBLISHING

ND shall produce a high-resolution, full-color digital (PDF format) original of the Master Plan Report and Executive Summary for use in immediate printing as part of this contract, as well as future printing and digital publication by the City of Celina. ND shall prepare twenty (20) color copies of the Master Plan (up to 200 pages) and one (1) Executive Summary digital original for City printing.

Deliverables:

- a. ND shall provide a high and mid-level digital original of the Trails Master Plan Report and print twenty (20) color copies*
- b. ND shall provide an Executive Summary (PDF format) on CD for City to print final copies. ND will provide a color mock-up of the final product.*
- c. Number of meetings: None.*

Items Provided by City of Celina: The City shall perform a final review of the document and approve final Executive Summary layout and text. Final payment to ND for professional services.

End of Scope of Services

EXHIBIT B
PROFESSIONAL FEE

City of Celina - Trails Master Plan

Scope of Services

Phase 1 Project Management	\$ 8,900.00
Phase 2 Pre-Planning	\$ 4,100.00
Phase 3 Visioning	\$11,750.00
Phase 4 Trails Master Plan	\$19,500.00
Phase 5 Implementation Strategy	\$ 8,300.00
Phase 6 Report and Plan Adoption	<u>\$ 6,250.00</u>
Professional Time Total:	\$58,800.00 **
Professional time of planners, landscape architects, graphics and trail professionals, public engagement, demographics for the development of the Celina Trails Master Plan covering the City of Celina.	
Reimbursables:	\$ 1,180.00
Expenses solely related to this project; includes mileage, printing, local meals, online survey analysis, overnight packages, plotting, etc. <u>Costs will only be billed as required during the master plan process.</u>	
Grand Total:	\$59,980.00

**Billed monthly as a percentage (%) of completion toward Scope of Services

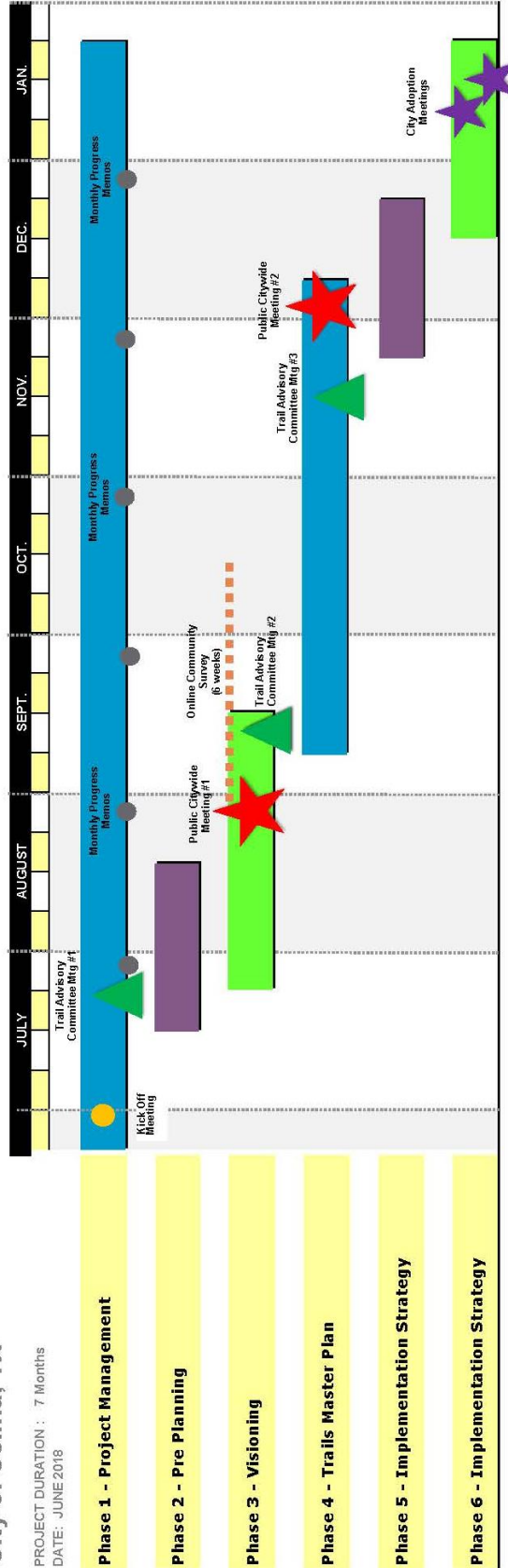
Attachment: Trails Master Plan Master PDF (Trails Master Plan Agreement)

EXHIBIT C
PROJECT SCHEDULE

City of Celina - Trails Master Plan

Trail Master Plan
City of Celina, TX

PROJECT DURATION : 7 Months
DATE: JUNE 2018





Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: E.L. Marks Fee Waiver

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and E.L. Marks to waive fees related to water meter installation. (E.L. Marks Fee Waiver) (Laumer)

Background Information:

During the month of May, 2018, several water system components were installed on the property at 204 W. Pecan Street. The party responsible for costs incurred has requested a waiver for installation fees; staff has determined that a waiver is justified due to previous fees and expenses previously incurred pertaining to this water system, and is requesting authorization to waive installation fees.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

This item proposes waiving approximately \$5,000 in fees.

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval.

June 1, 2018

E. L. Marks
204 E. Pecan Street
Celina, Texas 75009

Re: Repair Costs for Water System at 204 E. Pecan Street

Dear Mr. Marks:

This letter will serve to memorialize an agreement between E. L. Marks and the City of Celina, Texas (the "City") regarding certain charges for water system installation on property located at 204 E. Pecan Street. These charges are set forth in the attached Exhibit A.

I have reviewed your request for a waiver of these charges and have determined that such a waiver is justified due to previous fees and expenses you have incurred pertaining to this system. If you accept this waiver in full satisfaction of the City's obligation regarding this property and this matter, please indicate by signing below.

Thank you for your attention to this matter.

Sincerely,

Jason Laumer

JL/dd

Agreed:

E. L. Marks

Attachment: EL Marks Fee Waiver (E.L. Marks Fee Waiver)

Water Department Repair Cost Worksheet							
	Cost	Ea./Hr.	Total		Cost	Ea./Hr.	Total
6" x 1" Saddle	\$ 95.00		\$ -	Backhoe	\$65.00		\$ -
8" x 1" Saddle	\$ 115.00		\$ -	Dump Truck	\$55.00		\$ -
12" x 11/2" Saddle	\$ 293.00		\$ -	Mini X	\$65.00	6	\$ 390.00
6" x 2" Saddle	\$ 167.00	1	\$ 167.00	Service truck	\$25.00	6	\$ 150.00
3/4" Corp	\$ 40.00		\$ -	Two-inch Pump	\$15.00		\$ -
1" Corp	\$ 70.00		\$ -	Three-inch Pump	\$25.00		\$ -
2" Corp	\$ 260.00	1	\$ 260.00	Bore charge	\$1,600.00		\$ -
Bullhead	\$ 64.00		\$ -	Operator	\$20.00	6	\$ 120.00
3/4" Curb stop	\$ 75.00		\$ -	Water Tech	\$20.00	6	\$ 120.00
1" Curb stop	\$ 120.00		\$ -	Laborer	\$15.00	6	\$ 90.00
2" Curb stop	\$ 326.00		\$ -	Supervision	\$35.00	0.5	\$ 17.50
3/4" Coupling	\$ 20.00		\$ -	Operator	\$30.00		\$ -
1" Coupling	\$ 30.00		\$ -	Water Tech	\$30.00		\$ -
2" Coupling	\$ 95.00		\$ -	Laborer	\$22.50		\$ -
DFW Double Meter Box	\$ 145.00		\$ -	Supervision	\$45.00		\$ -
DFW 65C Meter Box	\$ 207.00	1	\$ 207.00		Subtotal:		\$ 2,473.50
DFW 37C Meter Box	\$ 115.00		\$ -		Fees aquired		
3/4" Riser	\$ 90.00		\$ -		Total:		\$2,473.50
2" Setter	\$ 865.00	1	\$ 865.00			Meter:	\$ 1,080.00
Misc. Tee Compression	\$ 45.00		\$ -	Address:	204 E. Pecan	2" access fee:	\$ 1,450.00
Trip Fee	\$ 15.00		\$ -	Contact:	EL Marks	Grand Total:	\$5,003.50
Poly	\$ 2.00	40	\$ 80.00	Date:	4/10/2018		
Inserts	\$ 3.50	2	\$ 7.00				
Subtotal			\$ 1,586.00				

1. Use the "regular hours" side when work is done between 7am-5pm.
2. Use the "After Hours" side when work is done after 5pm.
3. If a price is not listed use the actual cities cost for the part or service.
4. Round hourly rates to the nearest quarter hour.
5. Reference: City of Celina Code of Ordinances, Appendix A, Fee Schedule, Sec. A5.010 Repair fees





Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: June 12, 2018
 Re: Allow temporary gravel parking; Lucky Q Investments, LLC

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Lucky Q Investments, LLC to allow temporary gravel parking. (Frontier Golf Carts Parking Waiver) (Laumer)

Background Information:

Frontier Golf Carts, Inc. has requested an exception to Section 3.09.003 of City Code, which requires that parking lots be constructed of concrete. The owner requests to install a temporary gravel parking lot in order to obtain tenants and lease the building. Staff has determined that allowing a temporary exception to City Code will assist in furthering new business development on the property and will serve the public interest; Section 380 of the Texas Local Government Code provides for such an exception. In return, the owner promises to obtain a construction permit within one year for a permanent concrete lot, and all construction will be complete within two years of the effective date of this agreement.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 4th day of June, 2018, by and between Lucky Q Investments, LLC (the "Owner") and the City of Celina, Texas (the "City"), sometimes collectively referred to as "the Parties."

RECITALS:

WHEREAS, the Owner is the owner of a certain tract of real property, more particularly depicted in the attached Exhibit A (the "Property"); and

WHEREAS, the Property is located within the corporate limits of the City; and

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

WHEREAS, the Owner acknowledges that the Property is subject to the City's Code of Ordinances, and more particularly is subject to Section 3.09.003 of said Code; and

WHEREAS, Section 3.09.003 of the Code requires that parking lots be constructed of concrete; and

WHEREAS, Section 380 of the Texas Local Government Code provides that the City may enter into agreements with private entities to further commercial and economic development; and

WHEREAS, the City finds that allowing a temporary exception regarding parking lot construction will serve to further new business development on the Property; and

WHEREAS, the City finds that the public interest will be served by entering into this Agreement with the Owner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. GENERAL

All of the references in the Recitals above are hereby adopted in full.

Attachment: Executed Agreement - Lucky Q Investments, LLC (Allow temporary gravel parking: Lucky Q Investments, LLC)

II. TERMS AND CONDITIONS

A. City's Obligations

1. Upon approval of a final set of construction plans, the City shall permit the construction of a temporary gravel parking lot as indicated on the attached Exhibit A.
2. Upon completion of all applicable inspections the City shall issue a temporary certificate of occupancy for any buildings on the property pursuant to Section 14.05.083(b) of the Code of Ordinances, which shall expire two (2) years from the effective date of this Agreement.

B. Owner's Obligations

1. The Owner shall obtain from the City a permit for construction of a concrete parking lot no later than one (1) year from the effective date of this Agreement, which fully complies with all City regulations in effect at the time of such permit application.
2. The Owner shall complete construction of the concrete parking lot and obtain final approval of such improvements from the City no later than two (2) years from the effective date of this Agreement.
3. The Owner shall complete construction of landscape and irrigation improvements, as required by the City Manager, no later than two (2) years from the effective date of this Agreement.
4. The Owner understands and acknowledges that if he fails to meet the two (2) year deadline, the right of occupancy for any and all buildings on the property shall expire.
5. The Owner agrees to provide any assignees or tenants with a copy of this Agreement.

III. MISCELLANEOUS

- A. Binding Agreement. This Agreement does not constitute a permit under Chapter 245 of the Texas Local Government Code. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of the City, which consent shall not be unreasonably withheld or delayed.
- B. Limitation on Liability. It is understood and agreed between the parties that the Owner and the City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. The Owner agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Owner's performance of the conditions under this Agreement.
- C. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

- D. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.
- E. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for the City, to:

Attn: Jason Laumer
 Celina City Manager
 142 N. Ohio Street
 Celina, TX 75009

If intended for the Owner, to:

Attn: David Gurck
 Lucky Q Investments, LLC
12797 County Rd. 8
Celina, TX 75009

- H. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.
- I. Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.
- J. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- K. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- L. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall

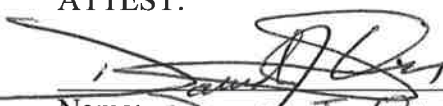
be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

- M. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- N. Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- O. Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Owner and the City shall share the costs of mediation equally. The mediation shall be held in Celina, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties enter into this Agreement on the 4th
day of June, 2018.

ATTEST:


Name: David J. Quick
Title: Managing Member
Lucky Q Investments, LLC

Jason W. Laumer
City Manager
Celina, Texas

THE STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

This instrument was acknowledged before me on this _____ day of _____, 2018, by **Jason W. Laumer**, Celina City Manager, on behalf of the City of Celina.

Given under my hand and seal of office this _____ day of _____ 2018.

Notary Public, State of Texas

THE STATE OF TEXAS

§

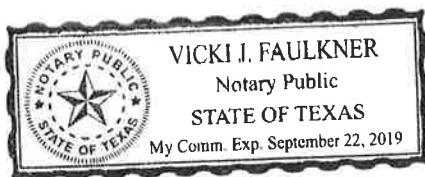
COUNTY OF COLLIN

§

§

This instrument was acknowledged before me on this 4 day of June, 2018, by David Quick (name), Managing Member (title), on behalf of Lucky Q Investments, LLC

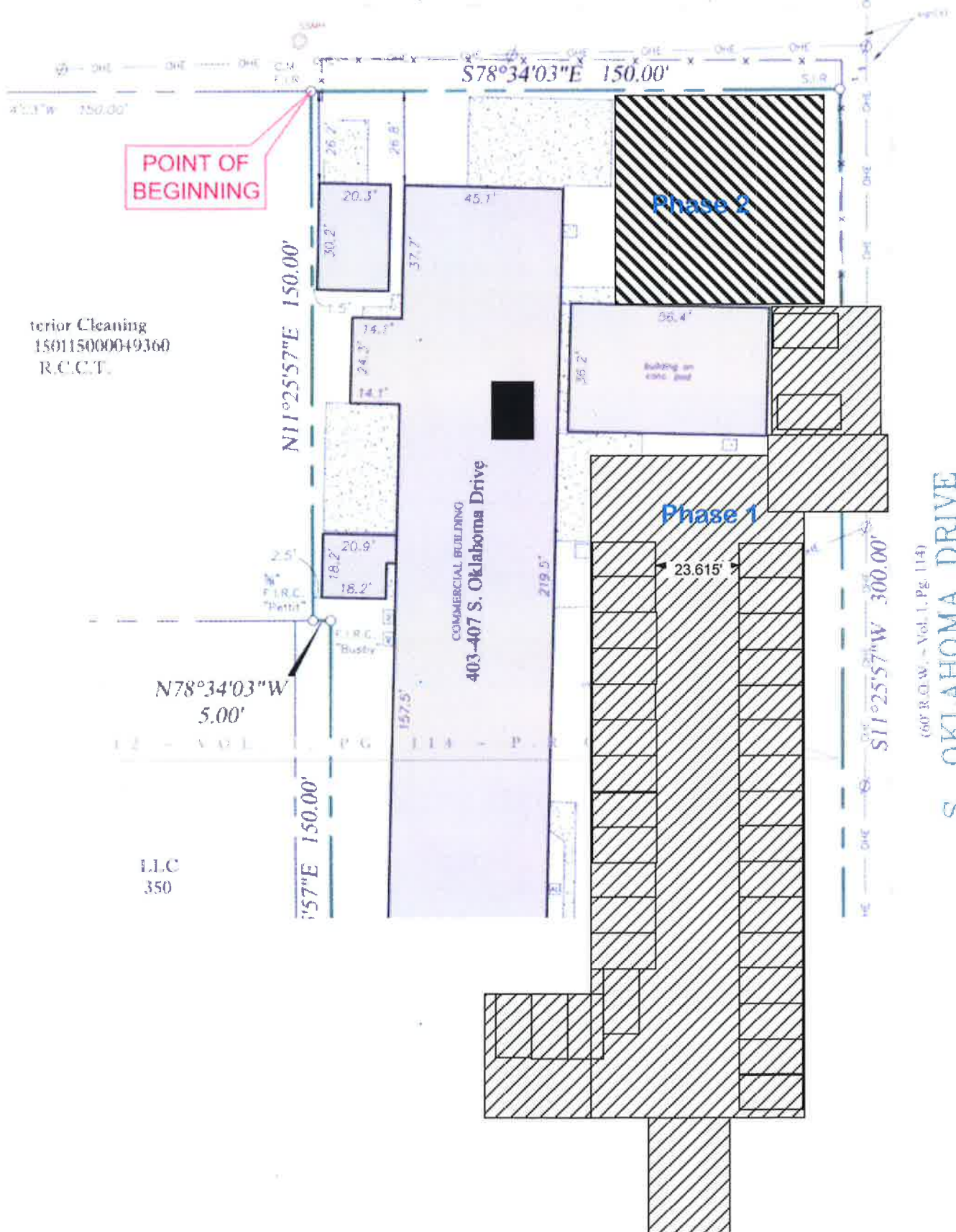
Given under my hand and seal of office this 6 day of June 2018.



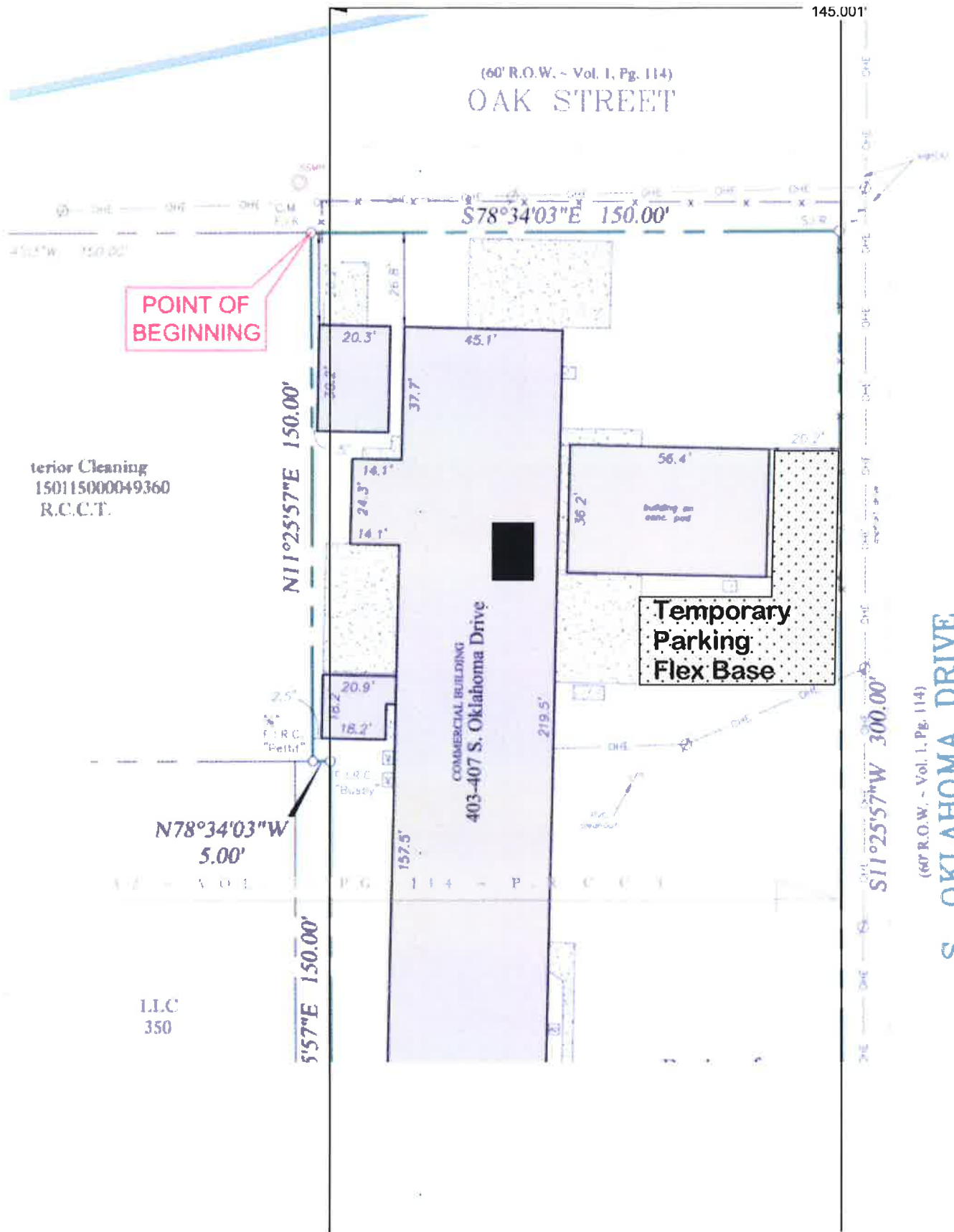
Vicki J. Faulkner
Notary Public, State of Texas

Attachment: Executed Agreement - Lucky Q Investments, LLC (Allow temporary gravel parking: Lucky Q Investments, LLC)

(60' R.O.W. - Vol. 1, Pg. 114)
OAK STREET



S. OKLAHOMA DRIVE
(60' R.O.W. - Vol. 1, Pg. 114)



terior Cleaning
150115000049360
R.C.C.T.

LLC
350

S. OKLAHOMA DRIVE
(60' R.O.W. ~ Vol. I, Pg. 114)



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: UTRWD Demand Subscription Increase

Action Requested:

Consider and act upon increasing authorized demand of purchased water from the Upper Trinity Water District. (Fourmentin)

Background Information:

Current demand provided by Upper Trinity Water District is at 2.5 MGD. The Celina road pump station tank is currently unable to maintain a half full quantity and it is slowly trending down. Based on the trend, we will not be able to meet the demand for water.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Attorney has reviewed

Supporting Documents:

Authorization letter

Staff Recommendation:

Approve

**PURSUANT TO CONTRACT FOR WHOLESALE TREATED WATER SERVICE
UPPER TRINITY REGIONAL WATER DISTRICT
CUSTOMER REQUEST TO CHANGE AUTHORIZED DEMAND
REGIONAL TREATED WATER SYSTEM
For Water Year Beginning June 1, 2018**

City of Celina
Customer

To: Upper Trinity Regional Water District

Date: June 12, 2018

Pursuant to our existing contract with Upper Trinity Regional Water District, we hereby request an increase in authorized Demand to provide adequate Water System capacity to meet expected peak needs of our retail water system for the indicated Water Year. Our request for an increase in authorized Demand is being made according to the following provisions and requirements:

- In accordance with contracts, Demand for each customer will be administered on a Water Year basis - a 12-month period that begins each June 1.
- Demand will be based on actual need as established for the current or any prior Water Year, or or subscribed (contracted) capacity, whichever is greater.
- Once a new Demand is established, the billing for Demand may not be reduced, except by mutual agreement in writing approved by the District's Board of Directors.
- Increase in authorized Demand may be requested in increments of 100,000 gallons (0.1 mgd).
- Requests for an increase in authorized Demand after the beginning of the Water Year will apply for the entire Water Year, retroactively to the beginning of the Water Year. However, for Customers on the District's Flat Rate (whose Demand is 500,000 gallons or less), the increase will apply from the date of change in Demand.

Request to Change Authorized Demand

Previously Authorized Demand:	<u>2.5</u>	MGD
Requested Increase in Authorized Demand:	<u>0.5</u>	MGD
TOTAL REQUESTED NEW DEMAND LEVEL:	<u>3.0</u>	MGD

Attachment: 0612 2018-6-12 UTRWD Water Subscription increase request form 8-2017 (UTRWD Demand Subscription Increase)

I hereby request Upper Trinity Regional Water District to increase the Authorized Demand to the New Demand indicated above. Upon approval by Upper Trinity, I understand and agree that

City of Celina
(Printed Name of Entity)

will be responsible for the payment of all applicable rates and charges associated with said increase and with the New Demand level. I understand that this Request to Change Authorized Demand is a binding commitment pursuant to the underlying Participating Contract. All provisions of the Contract shall remain in full force and effect, and shall reflect said New Demand. I am authorized to submit and execute this request.

Requested by:

Authorized Representative / Title

Date

Approved by:

Executive Director, Upper Trinity Regional Water District

Date

Approved copy returned to Customer:

Date

Attachment: 0612 2018-6-12 UTRWD Water Subscription increase request form 8-2017 (UTRWD Demand Subscription Increase)



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re:

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and T-Mobile West, LLC (T-Mobile) located at the Light Farms elevated storage tower. (Fourmentin)

Background Information:

T-Mobile West, LLC has requested to lease Ground and Tower space on the Light Farms Elevated Storage Tower for the placement of antennas and associated infrastructure equipment.

Financial Considerations:

Monthly lease is \$3,000 a month or \$36,000 annually

Legal Review:

City Attorney has reviewed

Supporting Documents:

Proposed Agreement
Proposed Plans

Staff Recommendation:

Approve

GENERAL NOTES

1. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTORS SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.

2. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

3. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

4. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

5. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.

6. THE SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

7. THE SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.

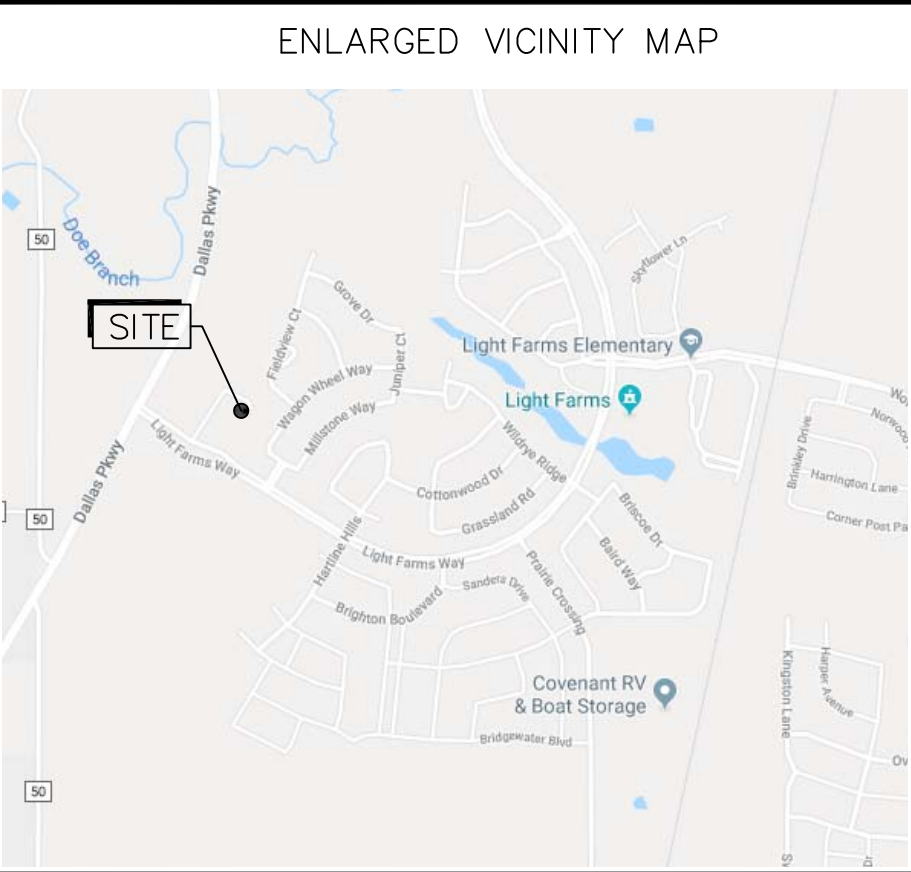
8. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWING MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

9. ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORK TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.

10. GENERAL CONTRACTOR TO RESTORE SITE INCLUDING REPAIR OF IRRIGATION SYSTEM, FILLING OF RUTS WITH IMPORTED TOP SOIL, PLACING AND ROLLING SOLID SOD AND COMPLETING A WALK THROUGH WITH THE CITY.

DRIVING DIRECTIONS

FROM T-MOBILE'S OFFICE IN FRISCO, HEAD WEST ON WARREN PKWY TOWARD RIFLE GAP RD, TURN RIGHT ONTO DALLAS PKWY, USE THE LEFT LANE TO TAKE THE DALLAS PKWY N RAMP, MERGE ONTO DALLAS NORTH TOLLWAY N, CONTINUE ONTO S DALLAS PKWY, TURN RIGHT ONTO LIGHT FARMS WAY, MAKE A U-TURN AT SAGE WAY, DESTINATION WILL BE ON THE RIGHT.



T-Mobile

NEW SITE

SITE NAME:
LIGHT FARMS WT

SITE NUMBER:
DA03927A

SITE ADDRESS:
**1803 LIGHT FARMS WAY
CELINA, TX 75009**

BUILDING CODES

– INTERNATIONAL BUILDING CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION.

– NATIONAL ELECTRICAL CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION.

– INTERNATIONAL MECHANICAL CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION.

– INTERNATIONAL ENERGY CONSERVATION CODE, CURRENT EDITED AS ADOPTED BY LOCAL JURISDICTION.



APPROVED FOR CONSTRUCTION

PROPERTY OWNER OR REP.	RF
LAND USE PLANNER	NETWORK
T-MOBILE	BACKHAUL
OPERATIONS	CONSTRUCTION MANAGER

SHEET INDEX

T-1	TITLE SHEET
N-1	GENERAL NOTES
N-2	GENERAL NOTES
N-3	GENERAL NOTES
N-4	GENERAL NOTES
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	ELEVATION & ANTENNA LAYOUT
C-4	RFDS
C-5	RFDS
C-6	PLUMBING DIAGRAM
C-7	POLE MOUNTING DETAIL & CABINET CONFIGURATION
C-8	CONCRETE PAD DETAILS
C-9	SSC CABINET
C-10	EQUIPMENT SPECIFICATIONS
C-11	EQUIPMENT SPECIFICATIONS
C-12	CONSTRUCTION ENTRY DETAILS
E-1	ELECTRICAL SITE PLAN
E-2	ELECTRICAL RISER DIAGRAM
E-3	GROUNDING SITE PLAN
E-4	GROUNDING DETAILS
E-5	GROUNDING DETAILS

FINAL CONFIGURATION

– T-MOBILE IS PROPOSING TO ADD: (6) PANELS, (9) RRU's, (3) COVP, (3) HYBRID & (6) PIPE MOUNTS. ADD (1) 10'x12' CONCRETE PAD (WITH A AIRSCALE, SSC, H-FRAME WITH PPC & TELCO AND (1) COVP).

PROJECT SUMMARY

SITE TYPE

EXISTING WATER TOWER
WITH EXISTING RELATED UNMANNED
COMMUNICATION EQUIPMENT
AT THE BASE OF WATER TOWER

SITE INFORMATION

LATITUDE: 32° 16.48' 28.68" (32.27463400)
LONGITUDE: -96° 48.62' 36.97" (-96.81027000)
JURISDICTION: CITY OF CELINA
OCCUPANCY: UNMANNED
ZONING: N/A
CONSTRUCTION TYPE: WATER TOWER

APPLICANT

T-MOBILE
7668 WARREN PARKWAY
FRISCO, TX 75034
CONTACT: QUIN CHILDRESS
PH: (214) 505-1077

LANDLORD

CITY OF CELINA
142 N OHIO STREET
CELINA, TX 75009
PH: (972) 382-2682

CONTRACTORS

DESIGNER

BROADUS SERVICES
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS, TX 76016
PH: (817) 349-3449

ENGINEER

CLIFF A. ABERNATHY, P.E.
CAA SOLUTIONS, PLCC
1860 FIELD VIEW TRACE
CUMMING, GA 30040
PHONE: (770) 548-8268

CONTRACTOR TO CALL 48 HRS
BEFORE DIGGING!!

Texas 811
Know what's below.
Call before you dig.

INDEPENDENT LOCATOR
TO BE USED ON ALL SITES

7.M.a

DRAWN BY: SN	REVIEWED BY: EPB	CHECKED BY: EPB	APPROVED BY: EPB	JOB NUMBER: DA03927A	DATE
REV	DESCRIPTION	PCD	REV	0	PRELIM CDS
04/12/18					

BROADUS services

4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

Civil + Structural Engineers
TX Registration No. F-9923
4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
**1803 LIGHT FARMS WAY
CELINA, TX 75009**

SHEET NAME:
TITLE SHEET

SHEET #
T-1

Packet Pg. 115

Attachment: 0612 DA03927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

DIVISION 1 – GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 INTENT

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY T–MOBILE WITHOUT ISSUING A CHANGE ORDER.

1.2 CONFLICTS

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO T–MOBILE FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
- B. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.
- C. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

1.3 CONTRACTS AND WARRANTIES

- A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.
- B. SEE MASTER CONTRACT SERVICES AGREEMENT FOR ADDITIONAL DETAILS.

1.4 STORAGE

ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

1.5 CLEAN UP

- A. THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.
- B. EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.

- C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.
1. REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

1.6 CHANGE ORDER PROCEDURE

- A. CHANGE ORDERS MAY BE INITIATED BY T–MOBILE AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR, UPON VERBAL REQUEST FROM T–MOBILE SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO T–MOBILE WITHIN 24 HRS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY T–MOBILE SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

1.7 RELATED DOCUMENTS AND COORDINATION

- A. GENERAL CARPENTRY, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

1.8 SHOP DRAWINGS

- A. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO T–MOBILE FOR APPROVAL.
- B. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO T–MOBILE.

1.9 PRODUCTS AND SUBSTITUTIONS

- A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
- B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY T–MOBILE SUBMIT ACTUAL SAMPLES TO T–MOBILE FOR APPROVAL IN LIEU OF CUT SHEETS.

1.10 QUALITY ASSURANCE

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:
- ANSI/EIA – 222 – F
- UNIFORM BUILDING CODE (UBC) 1997
- NATIONAL ELECTRICAL CODE (NEC) WITH LOCAL AMENDMENTS 1999
- UNDERWRITER LABORATORIES APPROVED ELECTRICAL PRODUCTS
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
- LIFE SAFETY CODE NFPA – 101–2000

1.11 ADMINISTRATION

- A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO T–MOBILE PRIOR TO THE COMMENCEMENT OF ANY WORK.
- B. SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.

- C. PRIOR TO COMMENCING CONSTRUCTION, T–MOBILE SHALL SCHEDULE AN ON–SITE MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) T–MOBILE PROJECT MANAGER, CONTRACTOR, OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).
- D. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY T–MOBILE, NOR WILL WIRELESS SERVICE BE ARRANGED.
- E. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES. CONTRACTOR WILL COMPLY WITH ALL OSHA SAFETY REQUIREMENTS IN THEIR AGREEMENT.
- F. PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO T–MOBILE.
- G. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
- H. NOTIFY T–MOBILE / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.
- I. GENERAL CONTRACTOR SHALL PROVIDE WITHIN 48 HOURS OF CONSTRUCTION, BEFORE & AFTER PHOTOS OF CONSTRUCTION FROM ALL SIDES IN AND OUT OF COMPOUND.
- J. GENERAL CONTRACTOR TO PROVIDE COPIES OF ALL INSPECTION RELEASES FROM THE GOVERNING MUNICIPALITIES WITHIN 48 HOURS AFTER CONSTRUCTION.

1.12 INSURANCE AND BONDS

- A. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.
- B. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
- C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

DIVISION 2 – SITE WORK AND DRAINAGE

02000 EARTHWORK, EXCAVATION AND GRADING

PART 1 GENERAL

- 1.1 WORK INCLUDED: REFER TO THE SURVEY AND SITE PLAN FOR WORK INCLUDED.

1.2 RELATED WORK

- A. CONSTRUCTION FOR EQUIPMENT FOUNDATION
- B. INSTALLATION OF ANTENNA SUPPORT SYSTEM
- C. ERECTION OF FENCE

1.3 DESCRIPTIONS

- A. ACCESS ROAD, TURNAROUND AREAS, AND SITES ARE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.

1.4 QUALITY ASSURANCE

- A. VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, WILL BE PLACED AND MAINTAINED AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.

1.5 SEQUENCING

- A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
- B. GRUB THE COMPLETE ROAD AND SITE AREA PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB– BASE MATERIAL.
- C. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE, IN ACCORDANCE WITH ALL LOCAL, STATE & FEDERAL RULES.

- D. THE SITE AREA WILL BE BROUGHT TO SUB–BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.
- E. IF REQUIRED, GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION. WATER TO ENSURE GROWTH.
- F. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.

1.6 SUBMITTALS

A. BEFORE CONSTRUCTION

1. IF LANDSCAPING IS APPLICABLE TO THE SCOPE OF THE CONTRACT, REFER TO THE LANDSCAPING PLAN INCLUDED HEREIN. IF A LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PLANT MATERIALS WITH COSTS UNDER NURSERYMAN’S LETTERHEAD. GENERAL CONTRACTOR SHALL REFER TO SITE PLAN FOR LANDSCAPING REQUIREMENT.
2. SUBMIT FOR APPROVAL THE SPECIFICATIONS OF THE PROPOSED SURFACE COURSE MATERIAL.

B. AFTER CONSTRUCTION

1. MANUFACTURER’S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER, IF REQUIRED.
2. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.

1.7 WARRANTY

- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE OF SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.
- B. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- C. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 PRODUCTS

2.1 MATERIALS

- A. ROAD AND SITE MATERIALS: FILL MATERIAL – ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION STANDARD SPECIFICATION.
- B. SOIL STABILIZER FABRIC SHALL BE MIRAFI – 500X.
- C. NON–STRUCTURAL SITE CONCRETE SHALL BE 3000 PSI BREAKING STRENGTH AT 28 DAYS. COMPLY WITH GENERAL PROVISIONS OF DIVISION 3 CONCRETE SPECIFICATIONS.

2.2 EQUIPMENT

- A. COMPACTING SHALL BE ACCOMPLISHED BY MECHANICAL MEANS. LARGER AREAS SHALL BE COMPACTED BY SHEEPS FOOT, VIBRATORY OR RUBBER TIED ROLLERS WEIGHING AT LEAST FIVE TONS. WATER TREATMENT MAY BE REQUIRED TO OBTAIN COMPACTION. SMALLER AREAS SHALL BE COMPACTED BY POWER–DRIVER, HAND HELD TAMPERS.

PART 3 EXCAVATION

- 3.1 INSPECTIONS: LOCAL BUILDING INSPECTION SHALL BE NOTIFIED NO LESS THAN 48 HRS. IN ADVANCE OF CONCRETE POURS.

3.2 PREPARATION

- A. CLEAR TREES, BRUSH AND DEBRIS FROM SITE AREA AND ACCESS ROAD RIGHT OF WAY AS REQUIRED.
- B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX INCHES BELOW ORIGINAL GROUND LEVEL.
- C. UNLESS OTHERWISE INSTRUCTED BY THE OWNER, REMOVE TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- D. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, REMOVE SOFT SPOTS AND COMPACT TO 85% STANDARD PROCTOR.
- E. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE GRUBBED AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

7.M.a

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:		DA03927A	
REV	DESCRIPTION	DATE	
PCD	REV 0	PRELIM CDS	04/12/18

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4 COUNTRY PLACE CIRCLE
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7668 WARREN PARKWAY
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SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELESTIA, TX 75009

SHEET NAME:
GENERAL NOTES

SHEET #
N-1

PART 3 EXCAVATION (CONTINUED)

3.3 INSTALLATION

- A.

THE SITE AND TURNAROUND AREAS SHALL BE AT THE SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS. GRADE OR FILL THE SITE AND ACCESS ROAD AS REQUIRED WITH THE SOIL RESULTING FROM EXCAVATING THE FOUNDATIONS (PROVIDE EVEN DISTRIBUTION). THE ELEVATIONS ARE TO BE CALCULATED FROM THE RESULTING GRADE.
- B.

CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF THE OWNERS LEASE PROPERTY UNLESS AUTHORIZED BY PROJECT MANAGER, IN WRITING.
- C.

THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION.
- D.

AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- E.

THE CONTRACT INCLUDES ALL NECESSARY GRADING, BANKING, DITCHING AND UNLESS OTHERWISE INDICATED, COVERING TWO INCHES OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE, COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THOROUGHFARE, ARE INCLUDED IN SCOPE UNLESS OTHERWISE NOTED.
- F.

WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
- G.

PLACE FILL OR STONE IN SIX INCH MAXIMUM LIFTS AND COMPACT BEFORE PLACING NEXT LIFT.
- H.

THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL BE WITHIN COMPOUND WALLS.
- I.

RIPRAP SHALL BE APPLIED TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS AND TO ALL OTHER SLOPES GREATER THAN 2 : 1.
- J.

RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES AS INDICATED ON PLANS.
- K.

RIPRAP ENTIRE DITCH FOR SIX FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
- L.

SEED, FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS AND DITCHES, DRAINAGE, SWALES, NOT OTHERWISE RIPRAPPED.
- M.

UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES OR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SITE. IF OWNER DESIGNS OR ELEVATIONS CONFLICT WITH THIS GUIDANCE ADVISE THE OWNER IMMEDIATELY, IN WRITING.
- N.

IF DITCH LIES WITH SLOPES GREATER THAN TEN PERCENT, MOUND DIVERSIONARY HEADWALLS IN THE DITCH AT RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX FEET ABOVE THE CULVERT ENTRANCE.
- O.

SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEEDED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
- P.

SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
- Q.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

3.4 FIELD QUALITY CONTROL

- A.

COMPACTION SHALL BE 95% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 95% UNDER SLAB AREAS. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE.

3.5 PROTECTION

- A.

PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATIVE.
- B.

ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE AND SECURED TO 2" x 2" x 4' STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
- C.

ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.

02830 FENCE (IF REQUIRED)

PART 1 GENERAL

- 1.1

WORK INCLUDED: REFER TO THE SITE PLANS FOR SIZE AND LOCATION OF FENCE AND GATES TO BE INSTALLED.
- 1.2

RELATED WORK

A.

COORDINATE FENCE GROUNDING WITH ELECTRICAL SUBCONTRACTOR.

B.

REFER TO DIVISION 2 - CONCRETE FOR SPECIFICATION OF CONCRETE AND GROUT.
- 1.3

QUALITY ASSURANCE

A.

ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE E ZINC, 1.8 OUNCES PER SQUARE FOOT.
- 1.4

SEQUENCING

A.

IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION PRIOR TO FENCE CONSTRUCTION, FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAID SURFACE COURSE.
- 1.5

SUBMITTALS

A.

MANUFACTURER'S DESCRIPTIVE LITERATURE.

B.

CERTIFICATE OF COMPLIANCE THAT SPECIFICATIONS HAVE BEEN MET.
- 1.6

APPLICABLE STANDARDS

ASTM-A53 SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS FOR ORDINARY USES.

ASTM-A123 ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.

ASTM-A153 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.

ASTM-A392 SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.

ASTM-A491 SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC.

ASTM-A653 STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.

ASTM-A570 SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP STRUCTURAL QUALITY.

ASTM-A585 SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.

FEDERAL SPECIFICATION RR-F-191-FENCING, WIRE AND POST METAL (GATES, CHAIN LINK FENCE FABRIC AND ACCESSORIES).

PART 2 PRODUCTS

2.1 FENCE MATERIAL

A.

ALL FABRIC WIRE, RAILS, POLES, HARDWARE AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.

B.

FABRIC SHALL BE SIX FOOT HIGH (VERIFY WITH PROJECT MANAGER) TWO-INCH CHAIN LINK MESH OF NO. 9 (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP AND BOTTOM EDGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-392 CLASS 1.

C.

ALL POSTS SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE AND SHALL BE TYPE 1 ASTM A-128 AND OF THE FOLLOWING DIAMETER (OD PER FENCE INDUSTRY STANDARD).

LINE

1-7/8 INCHES

CORNER

3 INCHES

GATE

3 INCHES

D.

ALL TOP AND BRACE RAILS SHALL BE 1 1/4" DIAMETER SCHEDULE- 40 MECHANICAL SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.

E.

GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.

F.

GATE HINGES SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409, 188 DEGREE ATTACHMENT, OR EQUAL.

G.

THE GUIDE (LATCH ASSEMBLY) SHALL BE MERCHANTS METAL MODEL 2083, OR EQUAL.

H.

LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.

I.

ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.

J.

DOUBLE GATES SHALL HAVE A FULL HEIGHT PLUNGER BAR WITH DOME CAP.

K.

A NO. 9 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS.

L.

PLACE A SIX INCH BY 1/2 INCH DIAMETER EYE-BOLT TO HOLD TENSION WIRE AT LINE POSTS.

M.

STRETCHER BARS SHALL BE 3/16 INCH BY 3/4 INCH OR HAVE EQUIVALENT CROSS SECTIONAL AREA.

N.

ALL CORNER GATE AND END PANELS SHALL HAVE A 3/8" TRUSS ROD WITH TURNBUCKLES.

O.

ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP AND BARBED WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOME CAP.

P.

OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO TIE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.

Q.

BARBED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.

R.

BARBED WIRE SUPPORT ARMS SHALL BE CAST IRON WITH SET BOLT AND LOCK WIRE IN THE ARM.

S.

ALL CAPS SHALL BE CAST STEEL.

PART 3 EXECUTION

3.1

EQUIPMENT: EXCAVATE POST HOLES WITH MECHANICAL AUGER EQUIPMENT.

3.2

INSPECTION: EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENTS. CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.

3.3

INSTALLATION

A.

POST FOUNDATIONS SHALL HAVE A MINIMUM SIX-INCH CONCRETE COVER UNDER POST.

B.

ALL FENCE POSTS SHALL BE VERTICALLY PLUMB WITHIN ONE INCH IN EIGHT FEET.

C.

AT CORNER POSTS, GATE POST AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT 15 INCH INTERVALS.

D.

AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT 15 INCH INTERVALS.

E.

ATTACH FABRIC TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH TIE CLIPS AT TWO FOOT INTERVALS.

F.

A MAXIMUM GAP OF TWO INCHES WILL BE PERMITTED BETWEEN THE CHAIN LINK FABRIC AND THE FINAL GRADE.

G.

GATES SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.

H.

CONCRETE FOR FENCE POSTS SHALL HAVE A MINIMUM OF 2,500 PSI BREAKING STRENGTH AT 28 DAYS.

3.4

PROTECTION: UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZING PROCESS.

DIVISION 13 - SPECIAL CONSTRUCTION

13100 TOWER & ANTENNA INSTALLATION

PART I GENERAL

1.1

WORK INCLUDED

A.

IF REQUIRED, ERECT FURNISHED TOWER.

B.

GROUND TOWER TEMPORARILY DURING ERECTION. GROUNDING SHALL INCLUDE BASE(S) AND ANCHORS.

C.

IF REQUIRED, INSTALL THREE (3) SIDE ARMS, CONSISTING OF THREE (3) 6'-0" AS INDICATED ON DRAWINGS - CONFIRM WITH OWNER REPRESENTATIVE.

D.

INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND OWNER SPECIFICATIONS.

E.

INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.

F.

INSTALL FURNISHED GALVANIZED STEEL WAVEGUIDE LADDER.

G.

INSTALL WAVEGUIDE BRIDGE AS INDICATED ON DRAWING.

H.

SUPPLY AND INSTALL ONE INSULATED GROUND BAR AT EQUIPMENT CABINET.

I.

INSTALL GROUNDING STRAP KITS WITH LONG BARREL COMPRESSION LUGS (SIM. TO ANDREW-223700TBD OR APPROVED EQUAL) AT TOWER BASE BEFORE ENTERING THE EQUIPMENT. GROUNDING STRAPS TO BE CONNECTED TO INSULATED GROUND BAR.

J.

ASSIST OWNER TECHNICIANS IN PERFORMING SWEEP TEST OF INSTALLED COAX.

K.

CONCRETE PIERS FOR FOUNDATIONS SHALL BE DRILLED AND POURED ON THE SAME DAY.

2.2 RELATED WORK

2.3 REQUIREMENTS OF REGULATOR AGENCIES

A.

FURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE, INSTALL IN CONFORMANCE WITH U.L. STANDARDS WHERE APPLICABLE.

B.

INSTALL ANTENNA, ANTENNA CABLES, GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATION IN EFFECT AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, SPECIAL CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK. THIS INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:

1.

EIA - ELECTRONIC INDUSTRIES ASSOCIATION EIA22F. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.

2.

FAA - FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70/7460-IH, OBSTRUCTION MARKING AND LIGHTING.

3.

FCC - FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 715, OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 715A, HIGH INTENSITY OBSTRUCTION LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.

4.

AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.

5.

NEC - NATIONAL ELECTRICAL CODE - ON TOWER LIGHTING KITS.

6.

UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.

7.

IN ALL CASES, PART 77 OF THE FAA RULES AND PARTS 17 AND 22 OF THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.

8.

1990 LIFE SAFETY CODE NPPA - 101.

7.M.a

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SITE NUMBER:
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SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELINA, TX 75709

SHEET NAME:
GENERAL NOTES

SHEET #
N-2

Packet Pg. 117

Attachment: 0612 DAO3927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

GENERAL ELECTRICAL PROVISION

1. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATIONS TEST, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. HEIGHTS SHALL BE VERIFIED WITH T-MOBILE PRIOR TO INSTALLATION.
4. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
5. ELECTRICAL SERVICE 120 / 240 SINGLE PHASE 3 WIRE 200 AMP SERVICE.
6. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULL BOX, J-BOX, WITCH BOX, ETC., IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.).
7. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
8. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "J" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU.
9. ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED OR DIRECT BURIAL UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL CARRY OUT THEIR WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND O.S.H.A.
11. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS AND PAY ALL REQUIRED FEES.
12. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY T-MOBILE. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
13. ALL CONDUIT SHALL HAVE A PULL WIRE OR ROPE.
14. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS AND CIRCUITS.
15. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC., SHALL BE TURNED OVER TO T-MOBILE AT JOB COMPLETION.
16. USE T-TAP CONNECTIONS ON ALL MULTI- CIRCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURES.
17. ALL CONDUCTORS SHALL BE COPPER.
18. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
19. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.
20. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
21. PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH APPLICABLE LOCAL BUILDING CODES.
22. WIRE AND CABLE CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
23. GROUNDING CONDUCTORS SHALL BE SOLID TINNED COPPER UNLESS OTHERWISE NOTED.
24. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS, MANUFACTURED BY "SQUARE D COMPANY", OR APPROVED EQUAL.

25. ALL MATERIALS SHALL BE U.L. LISTED.
26. CONDUIT
 - A. RIGID CONDUIT (INSTALLED IN OR UNDER CONCRETE SLABS IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS, OR EXPOSED ON BUILDING EXTERIOR) SHALL BE UL LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
 - B. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTING SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.
 - C. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. ALL CONDUIT SHALL HAVE FULL SIZE EQUIPMENT GROUND WIRE.
 - D. CONDUIT RUNS SHALL BE SURFACE MOUNTED IN CEILINGS OR WALLS UNLESS INDICATED OTHERWISE. CONDUIT INDICATED SHALL RUN PARALLEL OR AT RIGHT ANGLES TO CEILING, FLOOR OR BEAMS. VERIFY EXACT ROUTING OF ALL EXPOSED CONDUIT WITH T-MOBILE AND OWNER PRIOR TO INSTALLING. NO HORIZONTAL CONDUITS SHALL BE BELOW 7'-6" A.F.F. NO BX OR ROMEX CABLE IS PERMITTED.
 - E. PARALLEL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 30" BELOW GRADE - STACKED UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 30" BELOW GRADE. (REF. DTL 5/E-2.)
 - F. ABOVE GROUND CONDUIT SHALL BE P.V.C. SCHEDULE 80 (UNLESS NOTED OTHERWISE).
27. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
28. COORDINATE THE ELECTRICAL SERVICE WITH THE UTILITY COMPANY, AND PROVIDE DAILY UPDATES TO PM UNTIL FINAL ELECTRICAL SERVICE IS EFFECTED.
29. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
30. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.

1.0 DEFINITIONS

- AGB- ANTENNA GROUND BAR
AWG- AMERICAN WIRE GAUGE
CAD WELDING- AN EXOTHERMIC WELDING PROCESS WHICH
CREATES POSITIVE CONTACT OF GROUNDING
CONDUCTORS
EMT- ELECTRICAL METAL TUBING (LIGHT GAUGE METAL CONDUIT)
MGB- MASTER GROUND BAR
PVC- POLY VINYL CHLORIDE CONDUIT
RFI- RADIO FREQUENCY INTERFERENCE
THW- LETTER TYPE DESIGNATION FOR CONDUCTOR INSULATION
THAT IS A MOISTURE AND HEAT RESISTANT THERMOPLASTIC
WITH A MAXIMUM OPERATING TEMPERATURE OF 75° CELSIUS
OR 167° FAHRENHEIT.
T/1- TENANT IMPROVEMENT

2.1 AREAS OF CONCERN: WHEN DESIGNING A GROUNDING SYSTEM FOR A MOBILE RADIO FACILITY THERE ARE FOUR INTERRELATED AREAS OF CONCERN. THE BASIC OBJECTIVE FOR EACH IS:

- A. LIGHTNING PROTECTION — TO MAINTAIN ALL EQUIPMENT AT THE SAME POTENTIAL DURING A LIGHTNING IMPULSE.
- B. RFI FOR NOISE INDUCTION CONTROL — TO ESTABLISH THE LOWEST POSSIBLE IMPEDANCE AMONG ALL EQUIPMENT.
- C. ELECTROSTATIC CONTROL — TO REDUCE ELECTROSTATIC DISCHARGE PROBLEMS.
- D. PERSONNEL SAFETY — TO MAINTAIN A MINIMUM VOLTAGE DIFFERENCE BETWEEN ANY TWO METALLIC OBJECTS WHICH PERSONNEL MIGHT CONTACT SIMULTANEOUSLY.

IN THIS GROUNDING SYSTEM THE A/C SERVICE GROUND SHALL BE KEPT ISOLATED FROM THE EQUIPMENT FRAME WORK AND LIGHTNING PROTECTION GROUND SYSTEMS EXCEPT FOR ONE SPECIFIC POINT.

THIS POINT IS THE MAIN GROUNDING POINT OF THE SYSTEM.
THIS WOULD TYPICALLY BE CONNECTING THE A/C SERVICE
GROUND AT THE COMMERCIAL POWER RISER POLE
DISCONNECT/METER BASE TO THE EXTERNAL GROUND RING.
ALL GROUNDING CONNECTIONS INSIDE OF CABINETS SHALL BE
SCRAPPED TO BARE METAL AND COATED WITH NOALOX.

LIGHTNING DAMAGE OCCURS FROM EITHER INDUCTION OR FROM AN ACTUAL DIRECT STRIKE TO THE BUILDING, USUALLY TAKEN THROUGH THE TOWER AND/OR ANTENNAS. STRIKES TO OTHER NEARBY OBJECTS INDUCE HIGH ENERGY INTO POWER OR TELEPHONE CABLES ENTERING THE BUILDING. THIS TYPE OF EFFECT HISTORICALLY CAUSES MOST OF THE DAMAGE TO THE BUILDING AND ITS CONTENTS.

3.1 MATERIALS:

- #2 AWG, BARE SOLID TINNED COPPER WIRE, FOR ALL EXTERIOR CONDUCTORS AND TOWER GROUND BAR CONDUCTORS OR AS OTHERWISE SPECIFIED. GROUNDS TO THE LNAs SHALL BE NO. 6 STANDARD GREEN INSULATED JUMPERS. THE GROUND WIRE TO THE MGB SHALL BE GREEN JACKETED STRANDED #2 TINNED WIRE BURNDY CONNECTED TO THE BUSS BAR AND CONNECTED TO THE GROUND RING ON A GROUND ROD.
- B. #2 AWG, INSULATED STRANDED COPPER CABLE IS ACCEPTABLE FOR INTERIOR GROUND BAR CONDUCTORS ON T/I SITES.
- C. 5/8" X 8'-0" GROUND RODS OF SOLID COPPER, STAINLESS STEEL OR COPPER CLAD HIGH STRENGTH STEEL.
- D. ABOVE GRADE CONNECTIONS SHALL BE BURNDY HYGROUND COMPRESSION. BELOW GRADE CONNECTIONS SHALL BE CAD WELD OR OTHER APPROVED EXOTHERMIC WELDING SYSTEM FOR BONDING AS SPECIFIED.
- E. XIT OR ADVANCED GROUNDING ELECTRODE (AGE), ALL CHEMICAL GROUND RODS SHALL BE UL APPROVED.
- F. SOLID COPPER PLATES OF MINIMUM 3'X3'X1/4" SIZE AS SPECIFIED.
- G. NOALOX OR APPROVED EQUAL CONDUCTIVE MEDIUM MATERIAL SHALL BE USED IN ALL MECHANICAL CONNECTIONS.
- H. #6 AWG STRANDED INSULATED (GREEN) FOR ALL INTERNAL EQUIPMENT GROUNDING.
- I. MECHANICAL FASTENERS (I.E., DOUBLE LUGS, SPLIT BOLTS PARALLEL CONNECTORS) SHALL BE BRONZE, BRASS, COPPER OR STAINLESS STEEL AND HAVE NOALOX BETWEEN CONDUCTOR AND CONNECTION.
- J. BOLTS, NUTS AND SCREWS USED TO FASTEN MECHANICAL CONNECTORS SHALL BE STAINLESS STEEL WITH STAR TYPE STAINLESS STEEL LOCK WASHERS.
- K. ALL LUG TUBE FASTENERS SHOULD PROVIDE TWO HOLES TO ALLOW A DOUBLE BOLT CONNECTION.

THE PURPOSE OF THE MASTER GROUND BAR IS TO GROUND THE
BTS AND ANY OTHER METALLIC OBJECTS AROUND THE BTS.

IF AN MGB IS NOT PROVIDED WITH THE BTS, THE MGB SHALL
BE AS FOLLOWS:

THE MGB IS A COPPER BAR MEASURING 4"W X 24"L X 1/4" LOCATED AS CLOSE TO THE BTS AS POSSIBLE. THE MGB SHALL HAVE A MINIMUM NUMBER OF 28 EACH 3/8" HOLES. GROUND BAR SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS. (2) #2 TINNED SHALL BE MECHANICALLY ATTACHED (2 HOLE COMPRESSION LUG 3/8" HOLES, 1" CENTER TO CENTER SPACING) TO THE MGB AND DOWN LEADS THEN TAKEN THROUGH CONDUIT TO THE GROUND RING. THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT, (I.E. EXTERIOR GROUND RING OR BUILDING STEEL).

THE PURPOSE OF THE ANTENNA GROUND BAR IS PRIMARILY FOR LIGHTNING PROTECTION. COAXIAL CABLE IS USUALLY THE ONLY ITEM GROUNDED TO THIS BAR. HOWEVER IT IS ACCEPTABLE TO BOND EXTERIOR; CABLE TRAY, WAVE GUIDE PORTS AND CANTILEVERED WAVE GUIDE BRIDGES TO THE AGB.

THE AGB IS A COPPER BAR MEASURING 4"W X 24"L X 1/4"
ON WHICH THE COAXIAL CABLE FROM THE ANTENNAS ARE
PRIMARILY GROUNDED. THERE SHALL BE TWO AGBS, ONE LOCATED
AT THE TOP OF THE TOWER AT THE START OF THE VERTICAL RUN
OF COAX, THE OTHER AT THE BOTTOM OF THE VERTICAL RUN
OF COAX BEFORE IT MAKES ITS BEND. (IF THE TOWER IS OVER 200 FEET
TALL THERE SHALL BE A THIRD AGB LOCATED AT THE MIDDLE OF THE
TOWER). THE AGB SHALL HAVE A MINIMUM OF 28 EACH 3/8"

HOLES. GROUND BARS SHALL BE SUPPORTED BY MOUNTING BRACKETS. USE #2 AWG SOLID TINNED WIRE W/ 2-HOLE SHORT BARREL CONSTRUCTION LUGS (3/8" HOLES, 1" CENTER TO CENTER SPACING). THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT (I.E., EXTERIOR GROUND RING, OR BUILDING STEEL.)

THE PURPOSE OF THE SURGE ARRESTOR GROUND BAR IS FOR LIGHTNING PROTECTION.

THE SURGE ARRESTOR GROUND BAR IS A COPPER BAR. IT IS LOCATED ON THE WAVEGUIDE BRIDGE SUPPORT CLOSEST TO THE EQUIPMENT. ONE FACE OF THE BAR SHALL HAVE A MINIMUM OF (28) 3/8" Ø HOLES. HOLES SHALL BE IN PAIRS THAT ARE 1" CENTER TO CENTER. THE OTHER FACE SHALL HAVE 3/8" Ø HOLES AS REQUIRED TO ATTACH AND GROUND COAXIAL SURGE ARRESTORS. THE GROUND BAR SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS.

THE OUTSIDE GROUND RING SHALL BE PLACED AROUND THE BTS AT A DISTANCE OF TWO (2) FEET FROM THE BTS AT A DEPTH OF 2'-6" OR 6" BELOW THE FROST LINE, WHICHEVER IS DEEPER. RODS SHALL BE DRIVEN TO A DEPTH SUCH THAT THE TOP OF THE RODS IS AT THE LEVEL OF THE GROUND RING CONDUCTOR. THE RODS SHALL BE PLACED MINIMALLY ALONG THE RING AT THE FOLLOWING LOCATIONS:

- A. BELOW THE AREA OF THE INTERNAL MASTER GROUND BAR (MGB) FOR CONNECTION TO THE MGB.
- B. BELOW THE UTILITY RACK FOR CONNECTION TO THE MAIN BUILDING COMMERCIAL POWER DISCONNECT.
- C. BELOW THE CORNERS OF THE BTS.
- D. AS REQUIRED TO ACHIEVE A MAXIMUM SPACING OF EIGHT (8) FEET BETWEEN GROUND RODS ALONG THE RING PERIMETER.
- E. AS REQUIRED ALONG THE RING PERIMETER TO ACHIEVE 5 OHMS OR LESS RESISTANCE WHEN TESTED.
- F. TWO RODS LOCATED ON OPPOSITE SIDES AT EACH TOWER LEG OR MONOPOLE.
- G. ONE ROD LOCATED BENEATH EACH END OF THE WAVE GUIDE BRIDGE OR CABLE TRAY.
- H. WHERE APPLICABLE, ONE ROD LOCATED ADJACENT TO THE STANDBY GENERATOR, AND ONE ROD LOCATED ADJACENT TO THE FUEL TANK IF THE GENERATOR TANK ARE SEPARATED BY MORE THEN EIGHT (8) FEET.
- I. ONE ROD LOCATED AT THE BASE OF THE TOWER FOR THE AGB.

ALL MONOPOLES SHALL HAVE TWO GROUND RODS (MINIMUM). ALL OTHER TOWERS SHALL HAVE TWO GROUND RODS PLACED AT THE BASE OF EACH TOWER LEG. EACH MONOPOLE OR TOWER LEG SHALL BE BONDED TO THE SYSTEM VIA TWO #2 BARE TINNED COPPER CONDUCTORS. THE BURNEDY CONNECT THE CONDUCTORS TO ONLY STRUCTURAL BEAMS OR STAYS OR ARMS AS MAY BE PROVIDED. NO BURNEDY CONNECTIONS SHALL BE MADE TO THE VERTICAL WALLS OF THE STRUCTURE. NEVER GROUND TO HOLLOW LEG MEMBERS.

EACH ANTENNA COAXIAL CABLE SHALL TYPICALLY BE GROUNDED AT THREE POINTS USING A HARD-SHELL COAXIAL CABLE KIT FROM THE MANUFACTURER OF THE ANTENNA CABLE. A TYPICAL INSTALLATION SHALL BE AS FOLLOWS:

- A. THE FIRST GROUND CONNECTION SHALL OCCUR AS CLOSE TO THE ANTENNA AS POSSIBLE, BELOW THE FIRST POINT THE COAX CABLE BEGINS TO RUN VERTICAL DOWN THE TOWER. THIS GROUND SHALL TERMINATE DIRECT TO THE TOP AGB. ON A T/I, GROUND TO THE AGB AT THE ANTENNA MOUNTS.
- B. THE SECOND GROUND SHALL BE MADE AT THE BOTTOM OF THE VERTICAL RUN OF THE COAXIAL CABLE AS IT TURNS OUT AWAY FROM THE TOWER TOWARDS THE BTS. THIS GROUND SHALL BE TERMINATED AT THE AGB. THE AGB SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINNED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.
- C. THE THIRD GROUND SHALL BE ON THE SURGE ARRESTOR GROUND BAR ATTACHED TO THE CABLE ON STRAIGHT RUNS (NOT WITHIN BENDS) AND BE WEATHER PROOFED PER THE MANUFACTURER'S SPECIFICATIONS. THE SURGE ARRESTORS SHALL BE GROUNDED TO THE GROUND BAR. THE SAGB SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINNED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.

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SHEET :
N-3

GROUNDING STANDARDS (CONTINUED)

3.8 PERIMETER FENCE GROUNDING:

- A. CORNER AND END POSTS
ALL FENCE CORNER AND END POSTS (MINIMUM OF TWO) SHALL HAVE ONE #2 SOLID TINNED COPPER GROUND WIRE. THESE POSTS SHALL BE CONNECTED TO THE GROUND RING WITH A #2 SOLID TINNED COPPER GROUND WIRE AND INTERMEDIATE GROUND RODS IF THE DISTANCE FROM THE POST TO THE GROUND RING EXCEEDS 8 FEET. IN NO CASE SHALL ANY PORTION OF THE SAME FENCE REMAIN DISCONNECTED FROM THE GROUND RING.
- B. GATE POSTS
GATE POSTS SHALL BE GROUNDED TO EACH OTHER TO ENSURE THE ENTIRE FENCE HAS ELECTRICAL CONTINUITY. CONNECTIONS SHALL BE DRILL AND TAP WITH BURNDY TYPE KC22 TO THE POST WITH A #2 AWG BARE SOLID TINNED COPPER WIRE.
- C. GATES
GATES SHALL BE BONDED TO GATE POSTS WITH A 18" BRAIDED STRAP TYPE BD18G92. THE CONNECTIONS SHALL BE BURNDY 2 HOLE LUGS (3/8" HOLES, 1" CENTER TO CENTER) BOLTED THROUGH EACH POST.

3.9 GENERATOR FUEL TANK GROUNDING:

THE GENERATOR FUEL TANK, IF REQUIRED, SHALL BE CONNECTED IN AT LEAST ONE PLACE TO THE MAIN EXTERIOR GROUND RING. #2 AWG BARE SOLID TINNED COPPER WIRE SHALL BE BURNDY CONNECTED TO ONE SUPPORT LEG OF THE FUEL TANK AND CAD WELD TO THE NEAREST EXTERIOR GROUND RING GROUND ROD.

3.10 EQUIPMENT ROOM GROUNDING:

THE MASTER GROUND BAR (MGB) SERVES AS THE COLLECTION POINT FOR THE BTS AS WELL AS ALL INTERIOR NON-ELECTRICAL GROUNDED METAL MATERIALS; HVAC GRILLS, DOOR FRAMES/DOORS, TELCO BOARD, UNISTRUTS, CABLE TRAYS, ALARM JUNCTION BOX, ETC., SHALL BE GROUNDED WITH #6 AWG STRANDED (GREEN) GROUND WIRES WITH INDIVIDUAL RUNS BACK TO THE MGB. (THE CABLE TRAY, DOOR/FRAME AND UNISTRUT MAY BE JUMPERED TOGETHER AND HAVE A SINGLE GROUND WIRE CONNECTION TO THE MGB.)

- 3.11 WALL PENETRATIONS SLEEVES:
INSTALL PER CONSTRUCTION DRAWINGS WITH APPROVED UL LISTED FIRESTOP.

3.12 A/C COMMERCIAL POWER GROUNDING CONNECTIONS:

AT THE ON-SITE RISER POLE LOCATION OR UNDERGROUND SERVICE ENTRANCE LOCATION, THE A/C SERVICE SHALL BE MECHANICALLY BONDED TO THE A/C SERVICE ENTRANCE GROUND AS SPECIFIED BY THE NATIONAL ELECTRIC CODE, ARTICLE 250, AND/OR APPROPRIATE LOCAL CODES. A SEPARATE GROUND ROD SHALL BE PROVIDED AT THIS POINT, AND SHALL BE CONNECTED TO THE EXTERIOR GROUNDING RING. A SEPARATE A/C SERVICE GROUND AND NEUTRAL SHALL THEN BE ROUTED TO AND CONNECTED TO THE MAIN DISCONNECT INSIDE THE BUILDING (WHERE APPLICABLE) OR AS REQUIRED BY LOCAL AUTHORITY.

3.13 GENERATOR RECEPTACLE GROUNDING:

THE GENERATOR RECEPTACLE (HUBBLE PLUG) SHALL BE GROUNDED TO THE EQUIPMENT GROUND RING.

3.14 COAX BRIDGE / CABLE TRAY GROUNDING :

BOND THE COAX BRIDGE OR CABLE TRAY TO THE AGB WITH #6 STRANDED INSULATED GREEN WIRE. THESE CONNECTIONS SHALL BE DOUBLE LUG BOLTED / SCREWED MECHANICAL CONNECTIONS WITH STAR LOCK WASHERS AND NOALOX. ALL BRIDGE SPLICES SHALL HAVE JUMPERS OF #6 STRANDED INSULATED GREEN WIRE.

3.15 CAD WELD & BURNDY CONNECTION:

CAD WELDS (EXOTHERMIC WELDS) AND BURNDY CONNECTIONS SHALL BOND ALL UNDERGROUND AND DAMP LOCATION CONNECTIONS, SHELTER SKID GROUNDS, TOWER OR MONOPOLE GROUNDS, FENCING CORNER AND AND GATE POSTS, ANTENNA GROUND BARS, (AGB) SURGE ARRESTOR GROUND BAR, AND THE MASTER GROUND BAR (MGB). MECHANICAL CONNECTIONS SHALL BE TYPICALLY USED TO BOND ALL INTERIOR EQUIPMENT, COAX CABLE BRIDGES AND COAXIAL CABLE GROUND KITS. ALL LUG TYPE MECHANICAL CONNECTORS TO THE MGB OR AGB SHALL BE TWO HOLE TYPE CONNECTED WITH STAINLESS STEEL BOLTS AND NUTS WITH STAINLESS STEEL LOCK WASHERS AND NOALOX ON EITHER SIDE OF THE BUSS BAR.

3.16 CHEMICAL GROUND RODS:

CHEMICAL GROUND RODS SHALL NOT BE INSTALLED ON GROUND RING INSTALLATIONS WITH NORMAL SOIL. CHEMICAL GROUND RODS SHALL BE INSTALLED ONLY FOR SPECIAL DESIGN APPLICATIONS THAT REQUIRE SINGLE POINT GROUNDING DUE TO SPECIFIC SITE CONDITIONS.

3.17 TENANT IMPROVEMENT SITE GROUNDING:

FOR ROOF TOP ANTENNA INSTALLATIONS ADDITIONAL ANTENNA GROUND BARS MAY HAVE TO BE INSTALLED AT EACH ANTENNA MOUNT LOCATION. ALL ANTENNA MOUNTS SHALL BE GROUNDED WITH A #2 AWG CONDUCTOR CONNECTED TO THE NEAREST BUILDING STEEL OR THE AGB INSTALLED AT THE MOUNT. ALL BUSS BARS, BOTH MGB AND AGB(S), SHALL BE INDEPENDENTLY TIED TO THE NEAREST BUILDING STEEL OR DESIGNATED GROUNDING SYSTEM. NO GROUND WIRE IS TO CONNECT THE BUSS BARS TOGETHER. AGB(S) MAY BE HOME RUN BACK TO THE MGB WHERE NO BUILDING STEEL IS AVAILABLE.

3.18 LIMITS OF BEND RADIUS:

IT IS IMPORTANT THAT THE GROUNDING CONDUCTOR CONNECTING THE INSIDE AND OUTSIDE GROUND SYSTEMS BE AS STRAIGHT AS POSSIBLE, WITH NO TURN OR BEND SHORTER THAN ONE FOOT RADIUS WITH A THREE FOOT RADIUS PREFERRED. NO RIGHT ANGLE OR SHARP BENDS SHALL BE ALLOWED.

3.19 BONDING PREPARATION & FINISH:

ALL SURFACES REQUIRE PREPARATION PRIOR TO BONDING OF EITHER CAD WELD OR BURNDY FASTENERS. GALVANIZED SURFACES SHALL BE GROUND OR SANDED TO THE POINT OF EXPOSING THE STEEL SURFACE BELOW, PRIOR TO BONDING THE GROUND CONDUCTOR. FOR OTHER SURFACES INCLUDING COPPER BUSS BARS ALL PAINT, RUST TARNISH AND GREASE SHALL BE REMOVED PRIOR TO BONDING THE GROUND CONDUCTOR. CAD WELD TYPE BONDS SHALL BE FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND WHEN APPLICABLE, FINISH PAINTED WITH AN APPROPRIATE COLOR AS REQUIRED. MECHANICAL TYPE BONDS ON BUSS BARS SHALL BE FINISHED WITH THE APPLICATION OF NOALOX OR OTHER APPROVED CONDUCTIVE MEDIUM MATERIAL BETWEEN CONNECTOR AND BUSS BAR. MECHANICAL TYPE BONDS ON ALL OTHER SURFACES SHALL BE FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND OR THE APPROPRIATE PAINT TO MATCH AS REQUIRED.

3.20 TESTING:

THE OUTSIDE GROUND RING SHALL BE TESTED AFTER INSTALLATION BUT PRIOR TO BACKFILLING THE GROUND RING TRENCH. THE GROUND FIELD RESISTANCE SHALL MEASURE 5 OHMS OR LESS TO GROUND. ANY DIFFICULTY IN ACHIEVING THIS LEVEL OF RESISTANCE MUST BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER. THE RESISTANCE TO GROUND SHALL BE MEASURED USING THE FALL OF POTENTIAL METHOD. TESTING SHALL BE PERFORMED BY T-MOBILE PROVIDED INDEPENDENT TESTING LABORATORY FROM WHICH A WRITTEN REPORT SHALL BE PRODUCED FOR REVIEW BY THE PROJECT MANAGER.

3.21 SPECIAL CONDITIONS:

WHEN SOIL CONDITIONS EXIST (I.E., NON-COMPACTABLE ROCK, GRAVEL, SHALE, ETC.) THAT PREVENTS THE INSTALLATION OF THE STANDARD GROUNDING SYSTEM AND PROCEDURES, THEN VERBAL PROCEDURES SHALL BE REQUESTED BY THE PM.

3.21.1 EXTERNAL GROUND RING

THE EXTERNAL GROUND RING SHALL EXTEND TO THE MAXIMUM ALLOWABLE DEPTH IN 95% COMPACTABLE SOIL

3.21.2 GROUND RODS (REPLACEMENT)

WHEN GROUND RODS CANNOT BE DRIVEN INTO THE SOIL VERTICALLY TO A DEPTH DESCRIBED IN PARAGRAPH 3.5, AND REMAIN IN 95% COMPACTABLE SOIL, THEN THE FOLLOWING METHODS OF SUBSTITUTION MAY BE USED. THESE ARE SUGGESTED METHODS ONLY, AND EACH CASE SHOULD BE REVIEWED BY THE T-MOBILE PCS PROJECT MANAGER. THE PURPOSE IS TO ACHIEVE THE LOWEST IMPEDANCE TO GROUND, IN ANY CASE, EQUAL TO OR LESS THAN 5 OHMS.

3.21.2.1 ROCK WITH SOME OR NO SOIL COVER

FOR SITES WHICH HAVE SOIL CONDITIONS WHICH CONSIST OF SOLID OR SEMI SOLID ROCK BELOW ABOUT THREE FEET OF COMPACTABLE SOIL, A COMBINATION OF METHODS MAY BE USED:

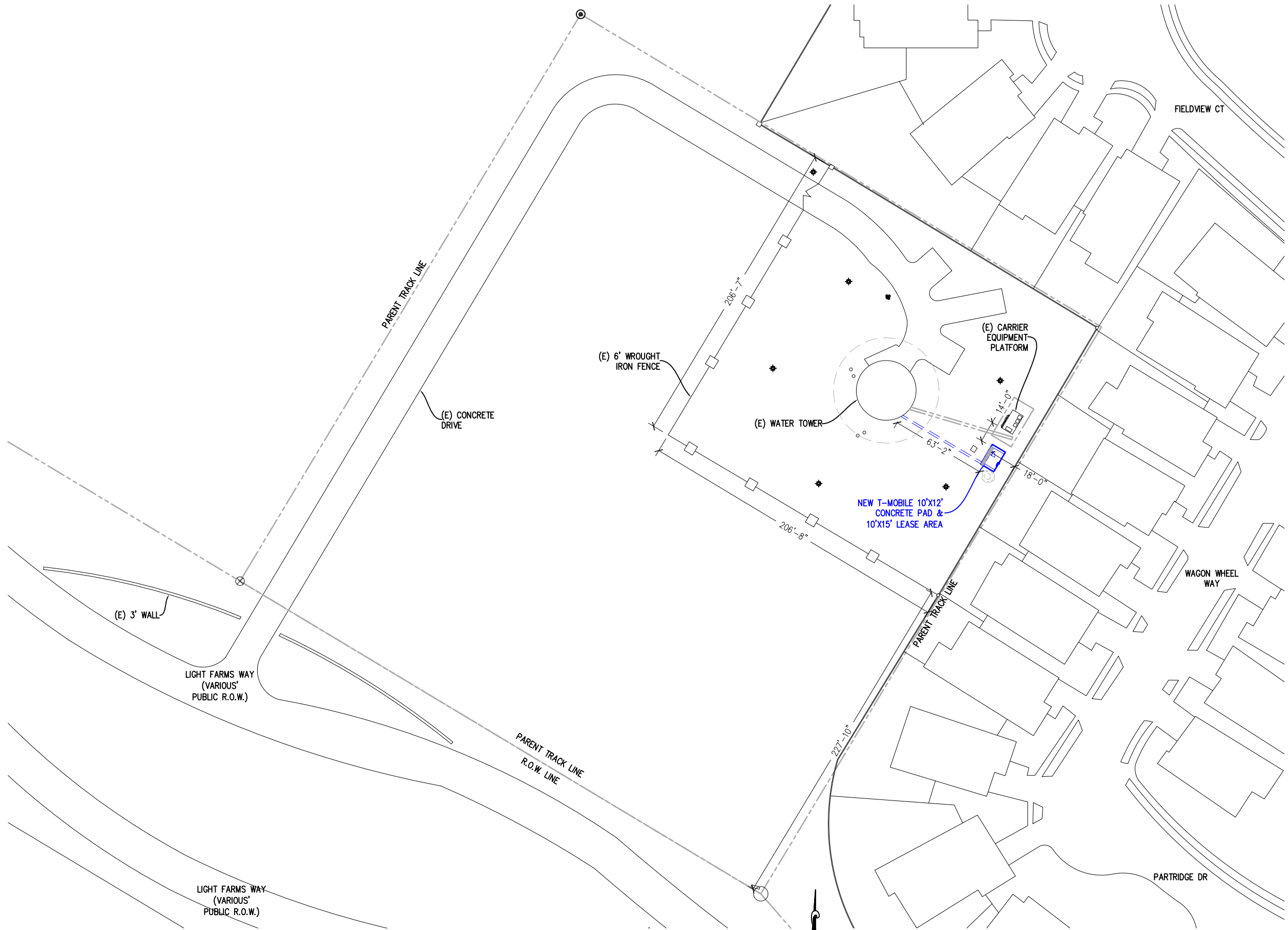
- A. A COMBINATION OF SHORT GROUND RODS MAY BE USED WITH 3' SQUARE 1/4" COPPER PLATES. A MINIMUM OF TWO PLATES SHOULD BE USED AND SHOULD REPLACE GROUND RODS ON AN EQUIVALENCY OF TWO GROUND ROD LENGTHS PER COPPER PLATE. THE COPPER PLATE SHOULD BE PLACED IN A MINIMUM 3" BENTONITE BASE AND COVERED WITH 3" OF BENTONITE FILL PRIOR TO BACKFILL.

- B. AN ACTIVE TYPE CHEMICAL ROD SYSTEM MAY BE USED. THIS IS AN ENGINEERING JUDGMENT AND SHOULD BE USED ONLY WHERE NECESSARY, DUE TO EXPENSE. IN ALL CASES, THE STANDARD PRACTICES OUTLINED IN THIS DOCUMENT SHOULD BE FOLLOWED TO THE EXTENT THAT IS APPLICABLE, AND SHOULD BE MODIFIED AS TO THE QUANTITY OF GROUND RODS AND CONDUCTOR SIZE ONLY AS RECOMMENDED BY THE MANUFACTURER OF THE GROUND ROD SYSTEM.
- C. A SYSTEM UTILIZING CORED SHAFTS, STANDARD GROUND RODS ON A TYPICAL LAYOUT, WITH A BENTONITE (CLAY) BACKFILL. IN THIS CASE EACH GROUND ROD SHOULD BE TESTED INDIVIDUALLY, AND EACH ROD SHOULD HAVE AN ACCESS BOX PLACED FOR FUTURE TESTING.

3.22 HIGH RISE BUILDING:

- A. HIGH RISE BUILDINGS PRESENT A UNIQUE PROBLEM IN GROUNDING. A FACILITY INVESTIGATION SHOULD BE MADE INTO THE STRUCTURE OF THE BUILDING, AND AS TO THE POSSIBLE PRESENCE OF AN EXISTING LIGHTNING PROTECTION SYSTEM. IF ONE IS IN PLACE AND APPEARS ADEQUATE IN DESIGN, IT WILL BE NECESSARY TO CONNECT THE ANTENNA SYSTEM TO THE EXISTING SYSTEM, WITH A TEST TO THE SYSTEM AFTER INSTALLATION TO ENSURE THAT IT HAS NOT CAUSED THE SYSTEM TO EXCEED 5 OHMS.
- B. STRUCTURAL STEEL BUILDINGS: IF THE BUILDING IS BUILT OF STRUCTURAL STEEL, IT MAY BE POSSIBLE TO GROUND THE ANTENNAS TO THE BUILDING SITE. IT IS PREFERABLE TO GROUND THE ANTENNAS AND THE SITE TO A DIRECT EARTH CONNECTION, BY USE OF SEPARATE DOWN LEADS OF CONSIDERABLE SIZE (250 MCM OR LARGER) COMING FROM GROUND BUSS BARS TO COLLECT THE GROUND INPUT, AND RUN DOWN A VERTICAL SHAFT OR STAIRWELL TO A PATTERN OF NO LESS THAN FOUR GROUND RODS. WHERE PRACTICAL, THE BUILDING STEEL SHOULD BE BONDED TO THE GROUND RING WITH A SEPARATE LEAD TO THE GROUND ROD FIELD.
- C. STRUCTURAL CONCRETE BUILDINGS ARE MORE DIFFICULT TO GROUND PROPERLY. THE ANTENNAS SHOULD BE GROUNDED TO A SEPARATE BUSS BAR AND DOWN LEAD WHERE THE COAXIAL CABLES ENTER THE BUILDING. THE DOWN LEAD SHOULD BE RUN IN A SIMILAR FASHION AS IN THE STRUCTURAL STEEL EQUIPMENT ROOM. THE DOWN LEADS SHOULD BE PROTECTED IN CONDUIT AND SHOULD BE INSTALLED AS FAR APART AS IS PRACTICAL FROM EACH OTHER. THE SEPARATE DOWN LEADS SHOULD NOT CONTACT EACH OTHER UNTIL CONNECTION WITH THE FIRST GROUND ROD.

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BROADUS services									
4 COUNTRY PLACE CIRCLE DALWORTHINGTON GARDENS TEXAS 76016									
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T-Mobile									
7668 WARREN PARKWAY FRISCO, TX 75034									
SITE NUMBER: DA03927A									
SITE NAME: LIGHT FARMS WT									
SITE ADDRESS: 1803 LIGHT FARMS WAY CELESTIA, TX 75009									
SHEET NAME: GENERAL NOTES									
SHEET # N-4									
Packet Pg. 119									



OVERALL SITE PLAN
SCALE: 1/32"=1'-0"

1
C-1



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TEXAS 76016

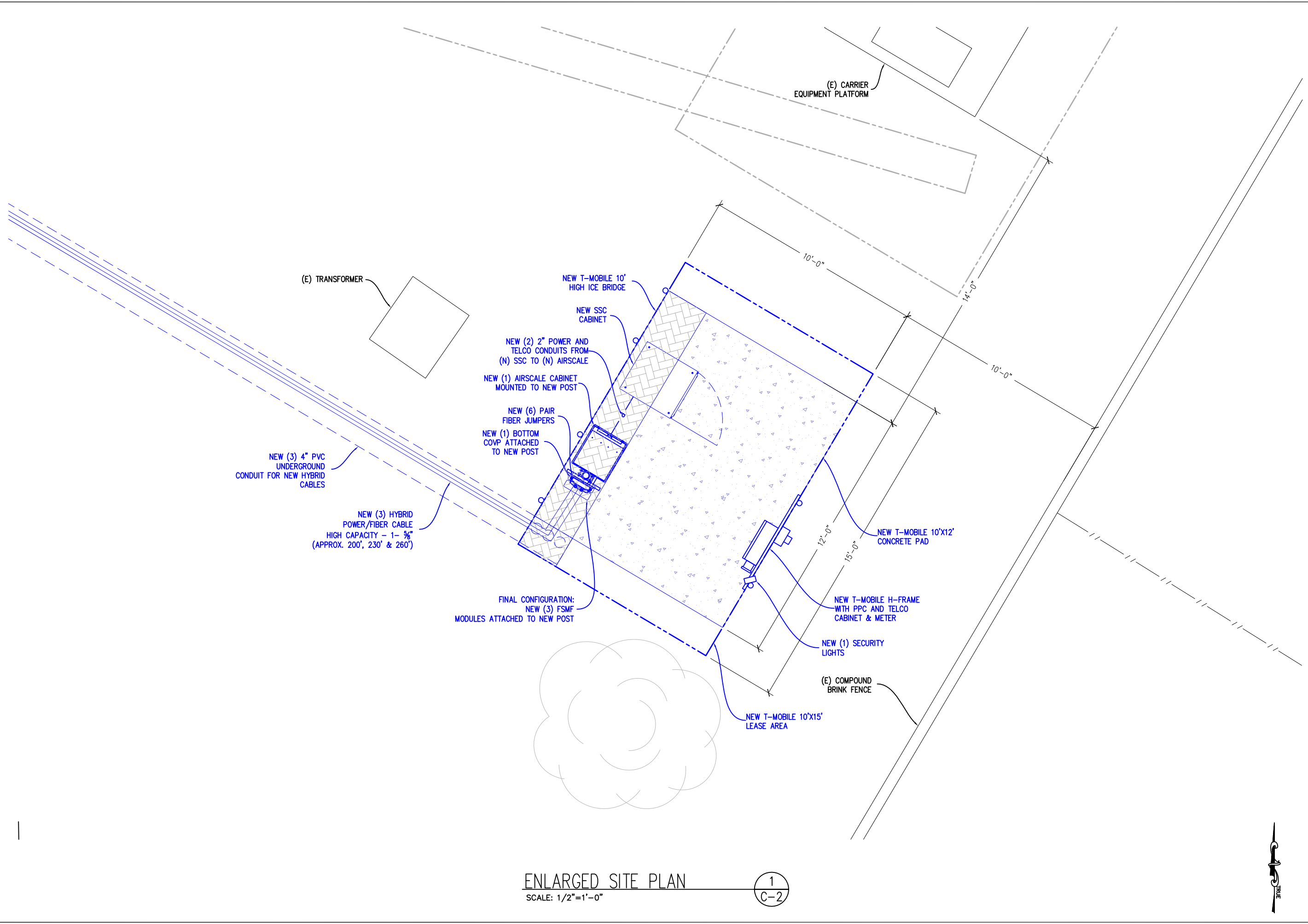
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7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A
SITE NAME:
LIGHT FARMS WT
SITE ADDRESS:
1803 LIGHT FARMS WAY
CELTINA TV 75000

SHEET NAME:
OVERALL SITE PLAN
SHEET #
C-1



ENLARGED SITE PLAN
SCALE: 1/2"=1'-0"

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C-2



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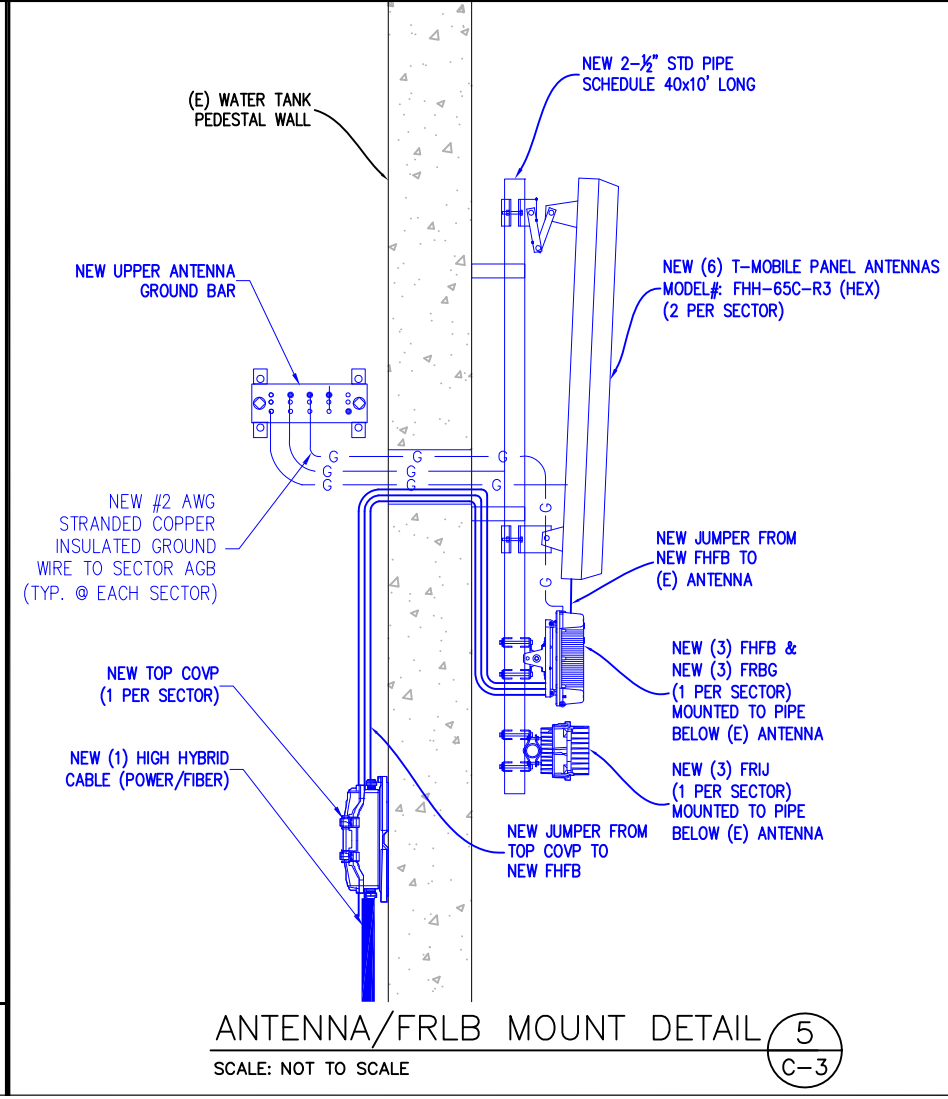
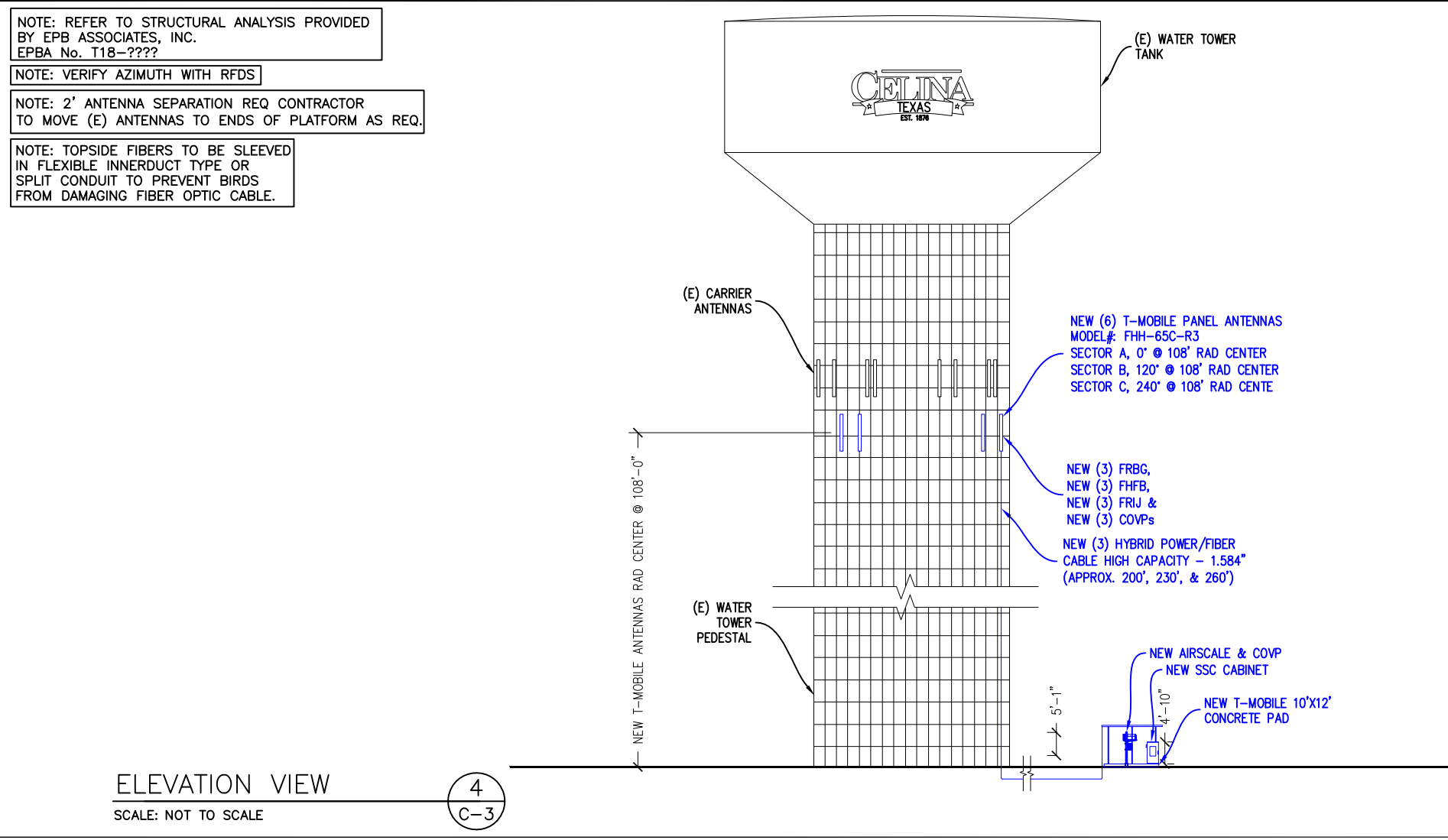
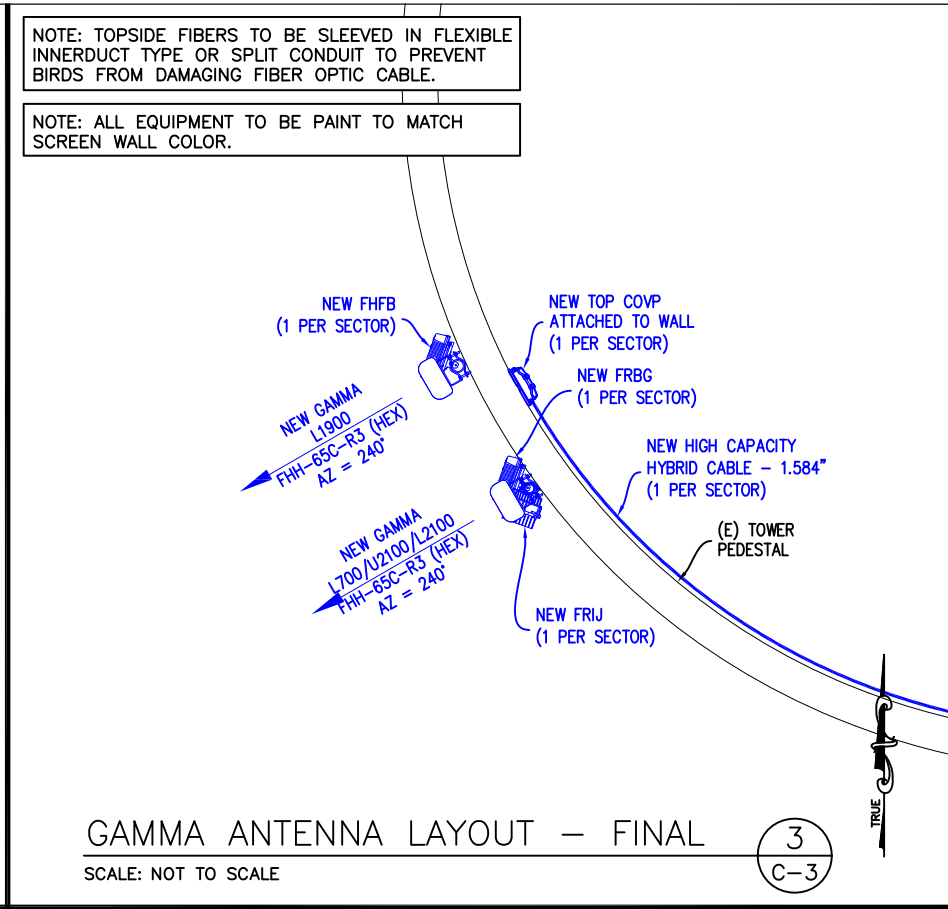
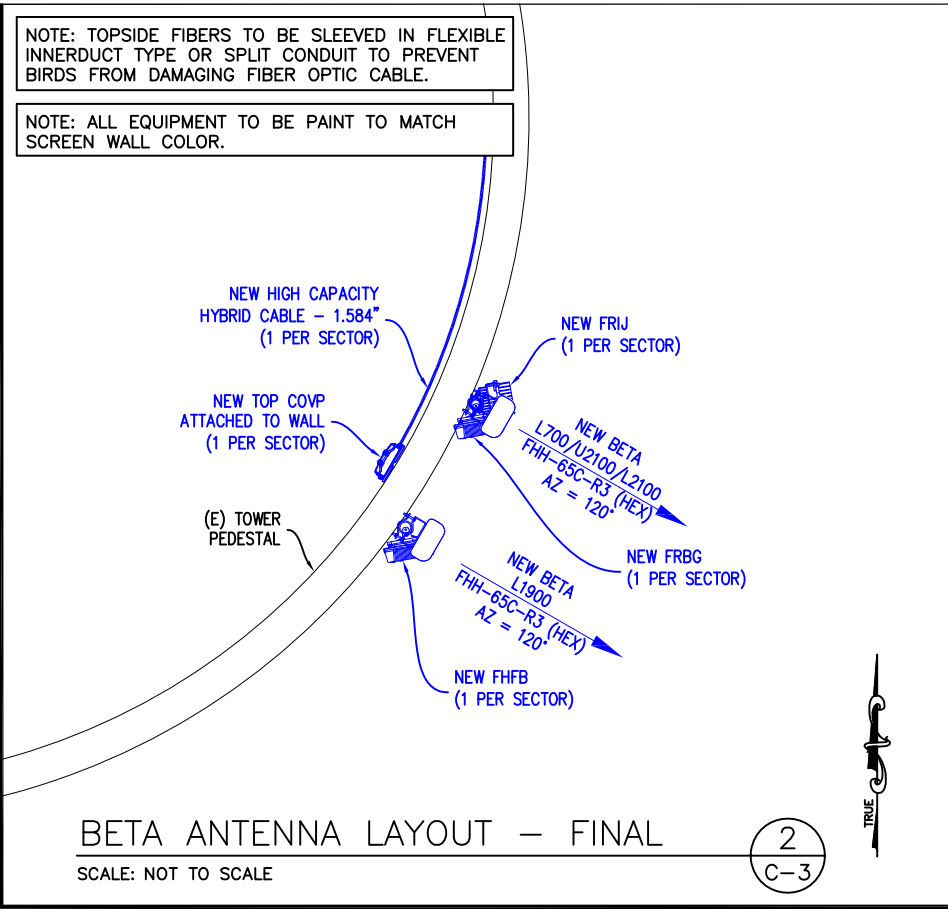
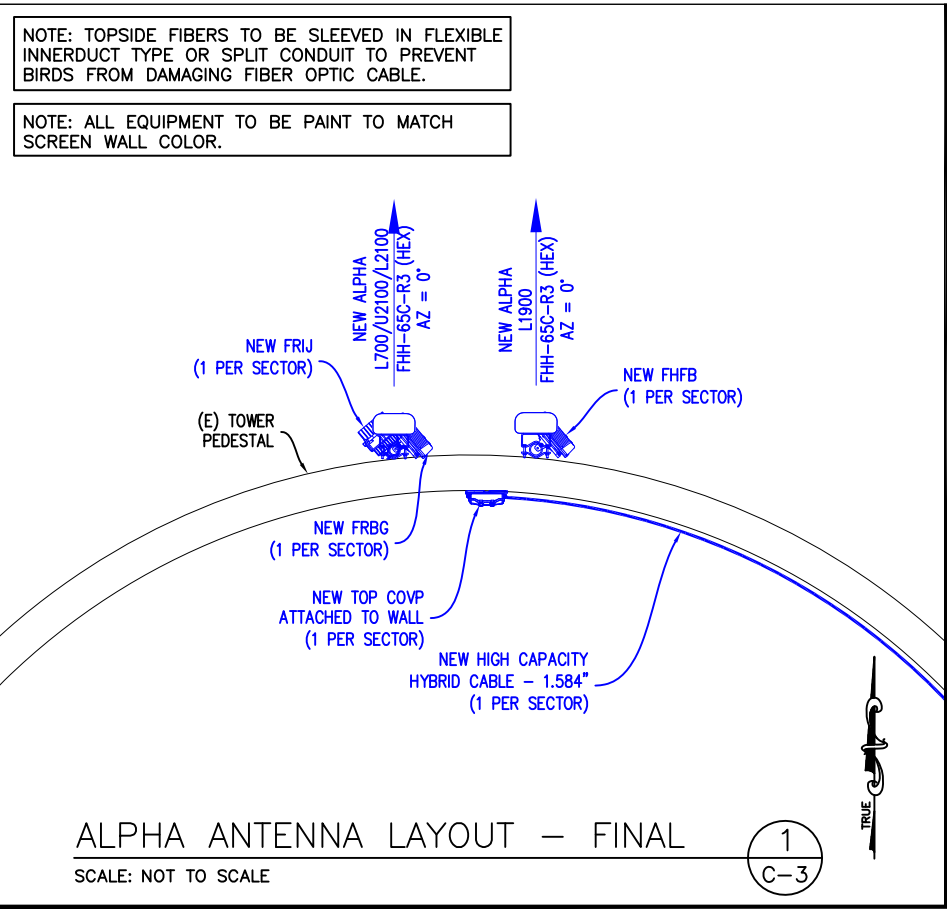
SITE NUMBER:
DAO3927A

SITE NAME:
LIGHT FARMS WT

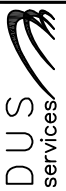
SITE ADDRESS:
1803 LIGHT FARMS WAY
CELESTIA, TX 75009

SHEET NAME:
ENLARGED SITE PLAN

SHEET #
C-2



DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:		DESCRIPTION	DATE
DAO3927A			04/12/18
REV	PCD	REV 0	PRELIM
			CDS



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4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

Civil + Structural Engineers
TX Registration No. F-9923
4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DAO3927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
**1803 LIGHT FARMS WAY
CELINA, TX 75009**

SHEET NAME: ELEVATION & ANTENNA MOUNT	SHEET # C-3
---	-----------------------

Packet Pg. 122

RAN Template: 6717S_Temp	A&L Template: 6717S_Temp	Power System Template: Custom
-----------------------------	-----------------------------	----------------------------------

DA03927A_Cell Split_0.1_draft

Section 1 - Site Information

Site ID: DA03927A Status: Draft Version: R0.1 Project Type: Cell Split Approved: Not Approved Approved By: Not Approved Last Modified: 4/7/2018 8:18:40 AM Last Modified By: GSM1900VMZakima	Site Name: DA03927A LIGHT FARMS WT Site Class: Watertank Site Type: Structure Non Building Solution Type: Plan Year: Market: DALLAS TX Vendor: Nokia Landlord: Not Specified	Latitude: 33.27463400 Longitude: -96.81027000 Address: 1803 Light Farms Way City, State: Prosper, TX Region: SOUTH
---	---	--

RAN Template: 6717S_Temp	AL Template: 6717S_Temp			
Sector Count: 3	Antenna Count: 6	Coax Line Count: 0	TMA Count: 0	RRU Count: 9

Section 5 - RAN Equipment

Existing RAN Equipment				
----- This section is intentionally blank. -----				
Proposed RAN Equipment				
Template: 6717S_Temp				
Enclosure	1	2	3	4
Enclosure Type	Generic Cabinet	Generic Site Support Cabinet	Tower Top Mount	Ancillary Equipment
Baseband	FSMF L2100 L700	FSMF L1900 U2100		
Baseband Submodule	FBBC L2100	FBBC L700	FBBC L1900	
Hybrid Cable System				NSN High Cap HCS *Select Length* (x3)
Junction Box			Large COVP (x3)	Large COVP
Power subsystem		Batteries *Select size* Breakers *Select size* CSR 7705 *Select model* Rectifier Shelf *Select size*		
Radio			FRIJ (x3) U2100 L2100	FRBG (x3) L700 FHFB (x3) L1900

RAN Scope of Work:

New Frisco Polygon Site will have L700, L1900 and U2100/L2100 on 3 sectors.

Add one new Hex FHH-65C-R3 Antenna for U2100/L2100 (High Band Ports) and L700 (Lo w Band Ports) per sector.
Add new Hex FHH-65C-R3 Antenna for L1900 (High Band Ports) per sector, Low Band Ports currently will not be used.

Add one FRIJ Radio for U2100/L2100 at the top per sector.
Add one FHFB Radio f or L1900 at the top per sector.
Add one FRBG Radio for L700 at the top per sector.

L2100/L700 assigned to 1 FSMF. L1900 assigned to separate FSMF.

Add three High Cap HCS (1.58")
Add 3 COVP at the top and 1 COVP at the bottom.

Section 6 - A&L Equipment

Existing Template: Custom Proposed Template: 6717S_Temp						
Sector 1 (Proposed) view from front (Note: the images show view from behind)						
Coverage Type	A - Outdoor Macro					
Antenna	1			2		
Antenna Model	Commscope - FHH-65C-R3 (Hex)			Commscope - FHH-65C-R3 (Hex)		
Azimuth	0			0		
M. Tilt						
Height	108			108		
Ports	P1	P2	P3	P4	P5	P6
Active Tech.		L1900	L1900	L700	U2100 L2100	U2100 L2100
Dark Tech.						
Restricted Tech.						
Decomm. Tech.						
E. Tilt						
Cables						
TMA's						
Diplexers / Combiners						
Radio						
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

DRAWN BY: SN	REVIEWED BY: EPB
CHECKED BY: EPB	APPROVED BY: EPB
JOB NUMBER: DA03927A	DESCRIPTION
REV	DATE
PCD REV 0	PRELIM CDS 04/12/18



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DALWORTHINGTON GARDENS
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(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELESTIA, TX 75009

Attachment: 0612 DA03927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

SHEET NAME:
RFDS

SHEET #
C-4

Sector 2 (Proposed) view from front (Note: the images show view from behind)

Coverage Type	A - Outdoor Macro					
Antenna	1			2		
Antenna Model	Commscope - FHH-65C-R3 (Hex)			Commscope - FHH-65C-R3 (Hex)		
Azimuth	120			120		
M. Tilt						
Height	108			108		
Ports	P1	P2	P3	P4	P5	P6
Active Tech.		L1900	L1900	L700	U2100 L2100	U2100 L2100
Dark Tech.						
Restricted Tech.						
Decomm. Tech.						
E. Tilt						
Cables						
TMA						
Diplexers / Combiners						
Radio						
Sector Equipment						

Unconnected Equipment:

Scope of Work:

Sector 3 (Proposed) view from front (Note: the images show view from behind)

Coverage Type	A - Outdoor Macro					
Antenna	1			2		
Antenna Model	Commscope - FHH-65C-R3 (Hex)			Commscope - FHH-65C-R3 (Hex)		
Azimuth	240			240		
M. Tilt						
Height	108			108		
Ports	P1	P2	P3	P4	P5	P6
Active Tech.		L1900	L1900	L700	U2100 L2100	U2100 L2100
Dark Tech.						
Restricted Tech.						
Decomm. Tech.						
E. Tilt						
Cables						
TMA						
Diplexers / Combiners						
Radio						
Sector Equipment						

Unconnected Equipment:

Scope of Work:

DRAWN BY: SN

CHECKED BY: EPB

JOB NUMBER: DAO3927A

REV

REVIEWED BY: EPB

APPROVED BY: EPB

DESCRIPTION

DATE

PCD

REV

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CDS

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TX Registration No. F-9923

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Dallas, Texas 75244

(972) 239-5495

T-Mobile

7668 WARREN PARKWAY

FRISCO, TX 75034

SITE NUMBER: DAO3927A

SITE NAME: LIGHT FARMS WT

SITE ADDRESS: 1803 LIGHT FARMS WAY

CELESTIA, TX 75000

SHEET NAME: RFDS

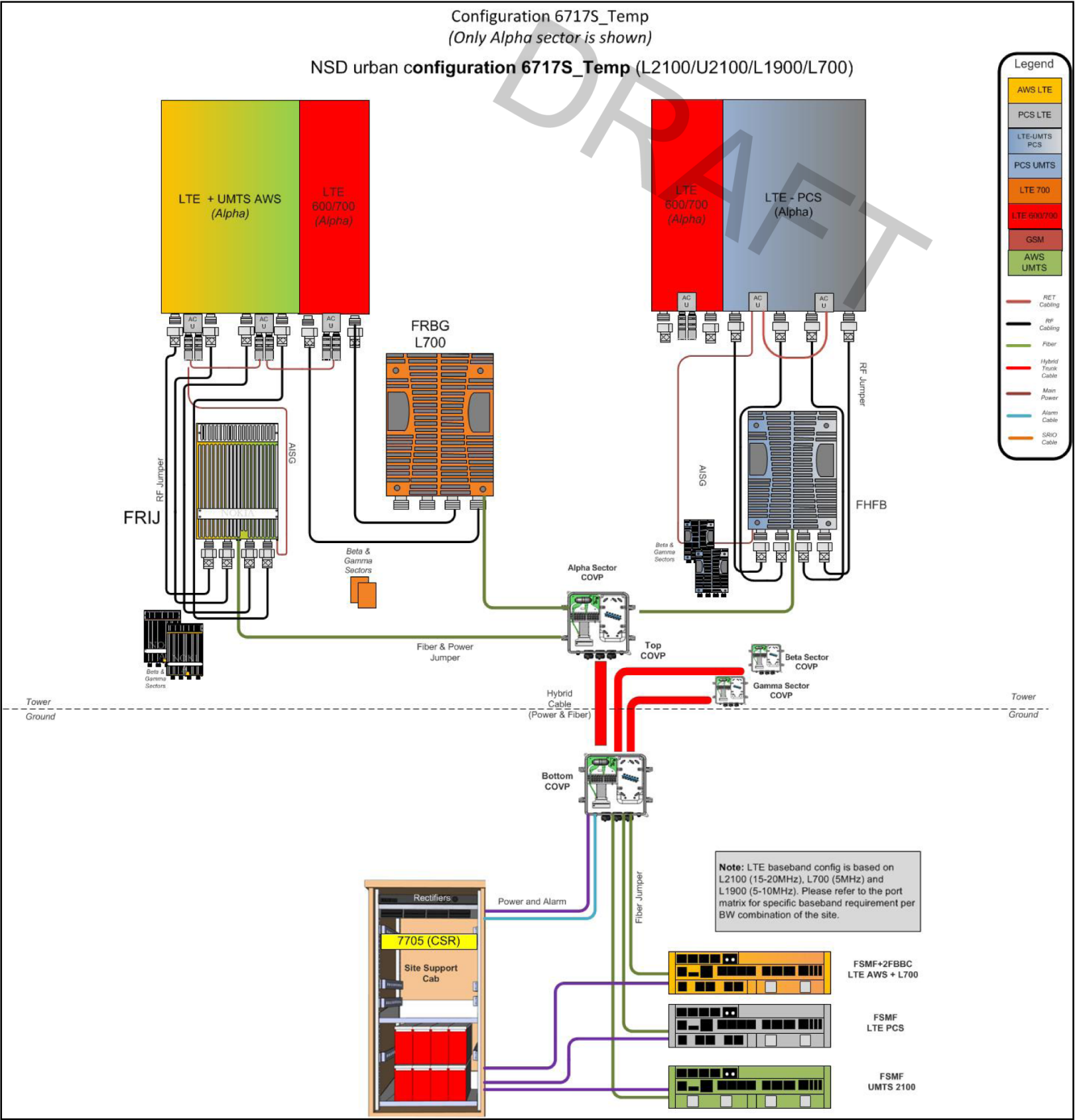
SHEET # C-5

Packet Pg. 124

Attachment: 0612 DAO3927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

Section 3 - Proposed Template Images

6717S_Temp.jpg



Notes:

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CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:		DESCRIPTION	DATE
REV		PCD REV 0	PRELIM CDS 04/12/18

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EPB ASSOCIATES, INC.

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T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELESTIA, TX 75009

Attachment: 0612 DA03927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF CAST-IN-PLACE CONCRETE, AND WHERE CODES CONFLICT THE MORE STRINGENT NATIONAL OR LOCAL CODE SHALL GOVERN.
2. SITECAST CONCRETE FOR SLABS AND POST FOOTING SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. CONCRETE TESTING IS NOT REQUIRED FOR SLABS AND POST FOOTINGS UNLESS NOTED OTHERWISE.

CLASS OF CONCRETE

*IF REQUIRED BY THE CONSTRUCTION SCHEDULE THE CONTRACTOR MAY SUBSTITUTE TYPE 111 HIGH EARLY STRENGTH CONCRETE WITH THE APPROVAL OF THE CONSTRUCTION MANAGER.

-
- Diagram illustrating the cross-section of a concrete slab on compacted subgrade, showing various layers and dimensions:
- Dimensions:**
 - Overall width: 2'-0"
 - Slab thickness: 5"
 - Concrete pad width: 10'x12'
 - Concrete pad thickness: 6"
 - Subgrade width: 1'-0"
 - Rebar spacing: 18" O.C. TYP.
 - Layers and Materials:**
 - 4" MIN. SAND**: Layer above the concrete pad.
 - CLEAN WELL COMPACTED GRANULAR & NONCOHESIVE SELECT FIL**: Layer below the sand.
 - 5" SLAB**: Concrete slab.
 - 10'x12' CONCRETE EQUIPMENT PAD**: Concrete pad.
 - 6 MIL. POLYETHYLENE VAPOR BARRIER TYP**: Vapor barrier layer.
 - COMPACT SUBGRADE TO 90% STD. PROCTOR**: Compacted subgrade.
 - (2) #6 REBAR TOP, MIDDLE AND BOTTOM W/ #3 TIES @ 18" O.C. TYP.**: Reinforcement bars.

SCALE: NOT TO SCALE

10'-0"

12'-0"

10'x12' CONCRETE EQUIPMENT PAD

#6 REBAR @ 12" O.C. BOTH DIRECTIONS

10'x12' CONCRETE
EQUIPMENT PAD

#6 REBAR @ 12" O.C.
BOTH DIRECTIONS

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Dallas, Texas 75244
(972) 239-5495

7668 WARREN PARKWAY
FRISCO, TX 75034

Attachment: 0612 DA03927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

Packet Pg. 127

SFX31 PWR/BAX

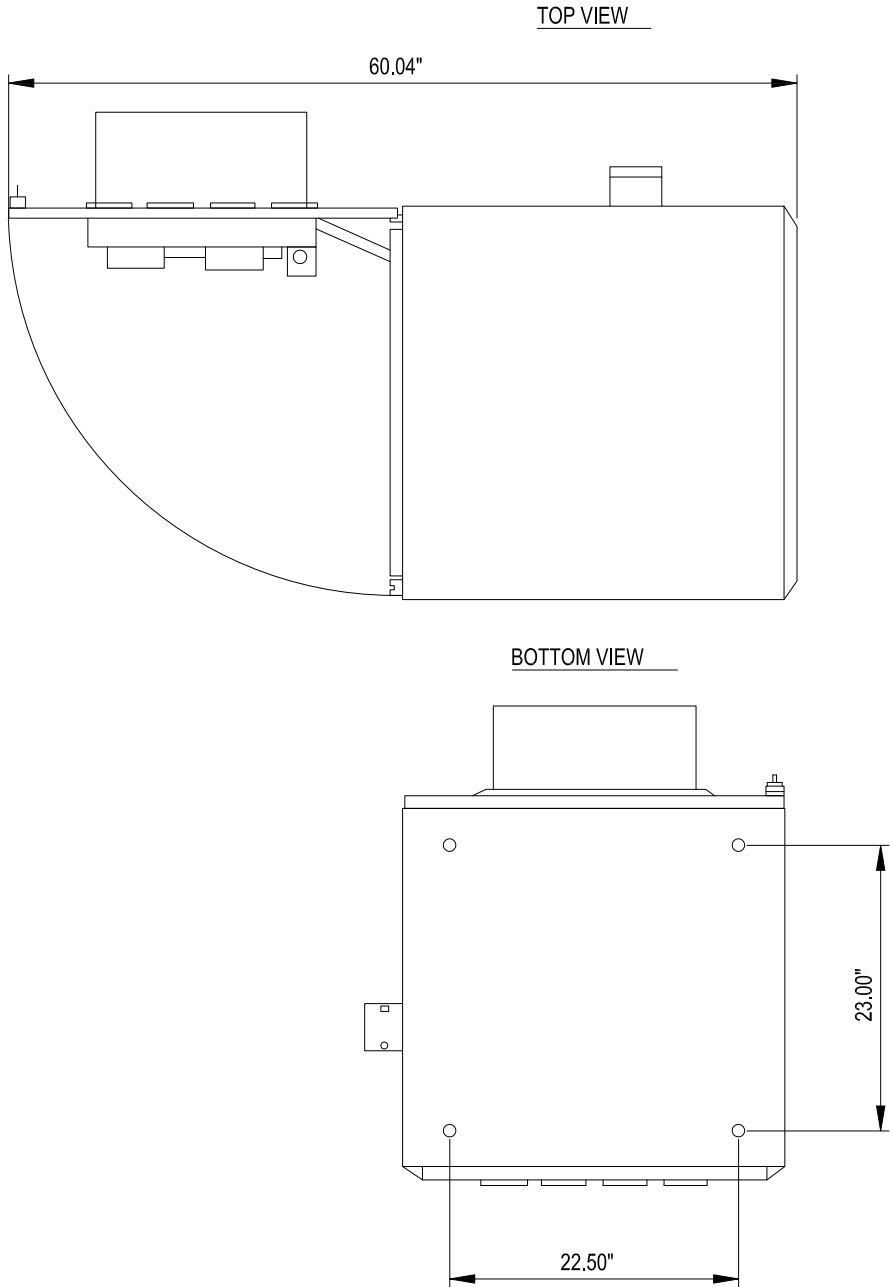
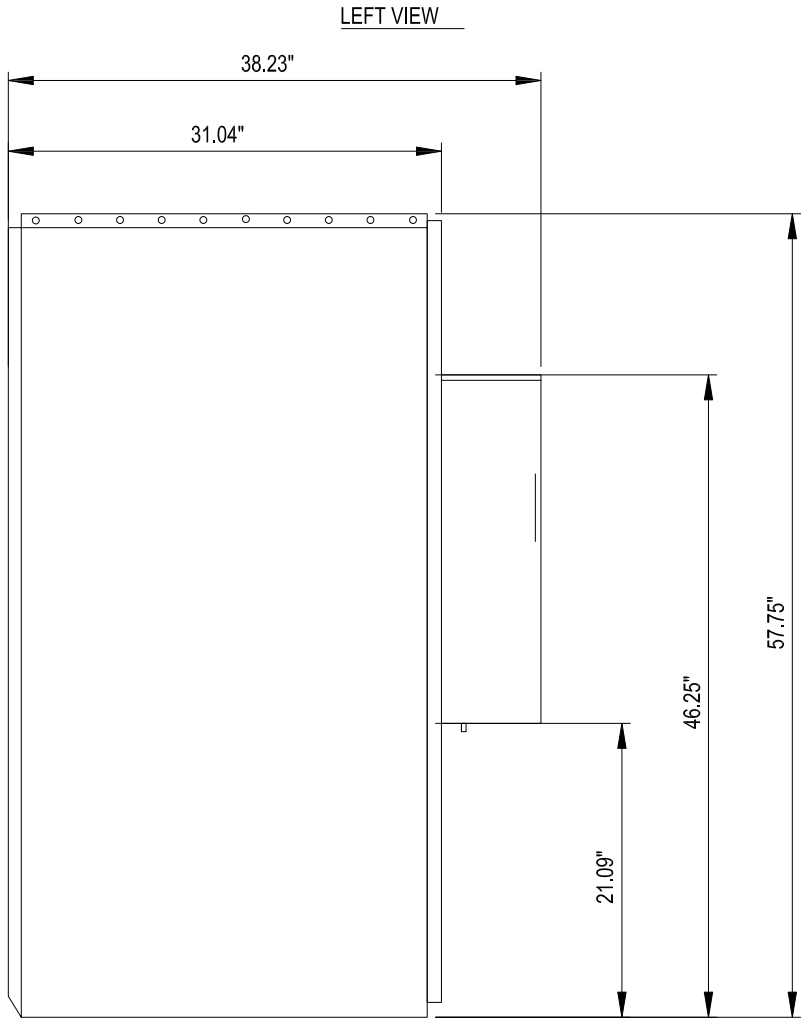
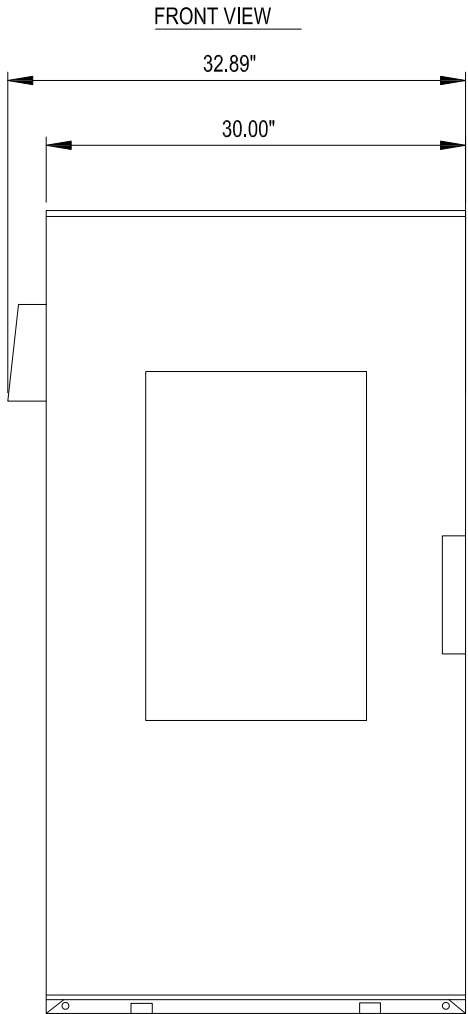
CLASS: MEDIUM SSC CABINET

MANUFACTURER: PURCELL

SIZE: 1466 H x 788 W x 762 D (MM)
57.75" H x 31.04" W x 30.00" D

WEIGHT: 1350 LBS. (APPROX.)

ANCHORING OF SSC AS SPECIFIED BY T-MOBILE/SSC MANUFACTURER.



DRAWN BY: SN

REVIEWED BY: EPB

CHECKED BY: EPB

APPROVED BY: EPB

JOB NUMBER: DAO3927A

DESCRIPTION

DATE

REV

PCD

REV 0

PRELIM

CDS

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EPB ASSOCIATES, INC.

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4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DAO3927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELESTIA, TX 75009

SHEET NAME:
SSC CABINET
DETAILS

SHEET #
C-9

Packet Pg. 128

Attachment: 0612 DAO3927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

Product Specifications

COMMScope®



FHH-65C-R3
6-port sector antenna, 2x 617-806 and 4x 1695-2360 MHz, 65° HPBW, 3x RET, 600 MHz-Ready Antenna Technology

Electrical Specifications

Frequency Band, MHz	617-698	698-806	1695-1880	1850-1990	1920-2200	2300-2360
Gain, dBi	15.8	16.3	18.1	18.6	18.7	19.2
Beamwidth, Horizontal, degrees	66	61	58	61	64	62
Beamwidth, Vertical, degrees	10.4	9.3	5.6	5.2	4.9	4.4
Beam Tilt, degrees	2-13	2-13	2-12	2-12	2-12	2-12
USLS (First Lobe), dB	21	17	20	18	19	21
Front-to-Back Ratio at 180°, dB	31	29	35	35	35	35
Isolation, dB	28	28	28	28	28	28
Isolation, Intersystem, dB	30	30	30	30	30	30
VSWR Return Loss, dB	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0
PIM, 3rd Order, 2 x 20 W, dBc		-153	-153	-153	-153	-153
Input Power per Port, maximum, watts	300	300	300	300	300	250
Polarization	±45°	±45°	±45°	±45°	±45°	±45°
Impedance	50 ohm	50 ohm	50 ohm	50 ohm	50 ohm	50 ohm

Electrical Specifications, BASTA*

Frequency Band, MHz	617-698	698-806	1695-1880	1850-1990	1920-2200	2300-2360
Gain by all Beam Tilts, average, dBi	15.6	16.1	17.8	18.2	18.4	18.9
Gain by all Beam Tilts Tolerance, dB	±0.5	±0.3	±0.5	±0.5	±0.4	±0.4
	2 ° 15.5	2 ° 15.9	2 ° 17.7	2 ° 17.9	2 ° 18.1	2 ° 18.4
Gain by Beam Tilt, average, dBi	7 ° 15.8	7 ° 16.2	7 ° 17.9	7 ° 18.3	7 ° 18.6	7 ° 19.0
	13 ° 15.6	13 ° 15.9	12 ° 17.7	12 ° 18.2	12 ° 18.4	12 ° 18.8
Beamwidth, Horizontal Tolerance, degrees	±1.8	±4.2	±4.6	±6.2	±6	±5.1
Beamwidth, Vertical Tolerance, degrees	±0.6	±0.7	±0.3	±0.3	±0.4	±0.2
USLS, beampeak to 20° above beampeak, dB	18	14	15	15	16	17
Front-to-Back Total Power at 180° ± 30°, dB	25	23	27	28	28	28
CPR at Boresight, dB	23	25	17	20	19	23
CPR at Sector, dB	11	9	8	10	6	9

* CommScope® supports NGMN recommendations on Base Station Antenna Standards (BASTA). To learn more about the benefits of BASTA, [download the whitepaper Time to Raise the Bar on BSAs.](#)

Array Layout

SPECIFICATIONS

DC Surge Protection for RRH/RFM (High-Capacity Junction Box)
ASU9338TYP01 (RNSNDC-7771-PF-48)
Overvoltage Protection & Fiber Management Junction Box

Electrical

Model Numbers	ASU9338TYP01 (RNSNDC-7771-PF-48)
Nominal Operating Voltage	48 VDC
Nominal Discharge Current [I _n]	20kA 8/20 μs
Maximum Surge Current [I _{max}]	60kA 8/20 μs
Maximum Impulse (Lightning) Current per IEC 61643-1	5 kA 10/350 μs
Maximum Continuous Operating Voltage [U _c]	75 VDC
Voltage Protection Rating (VPR) per UL 1449 3rd Edition	400V
Protection Class as per IEC 61643-1	Class I
Input Power/Fiber	Hybrid, Coax Repurpose (Stinger or Discrete)
Output Power/Fiber	Hybrid Jumper Cables
Strikesorb Module Type	30-V1-HV

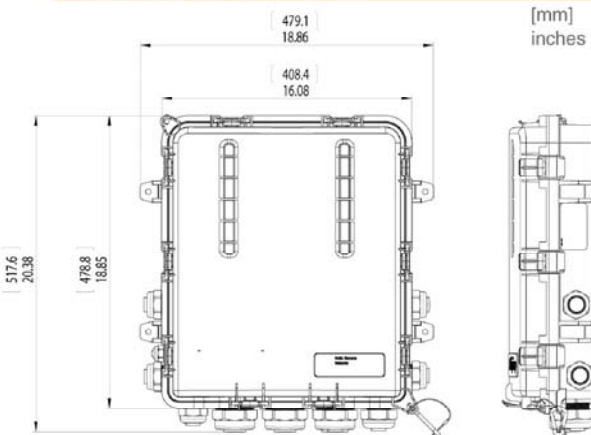
Mechanical

Suppression Connection Method	Compression lug, #14 - #2 AWG (2.1 mm ² - 33.6 mm ²) Copper; #12 - #2 AWG (3.3 mm ² - 33.6 mm ²) Aluminum
Fiber Connection Method	LC-LC Single mode
Environmental Rating	IP 67
Operating Temperature	-40° C to +80° C
UV Resistant	Yes
Weight	System: 14.85 lbs (5.82 kg) Mount: 4.15 lbs (1.88 kg) Total: 19 lbs (7.71 kg)
Combined Wind Loading	150mph (sustained): 135.55 lbs (603 N) 195mph (gust): 176.02 lbs (783 N)

Standards Compliance & Certifications

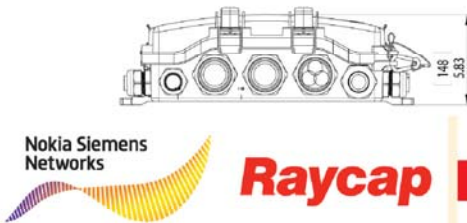
Strikesorb modules are compliant to the following Surge Protective Device (SPD) Standards	
Standards	ANSI/UL 1449 3rd Edition
	IEEE C62.41
	NEMA LS-1, IEC 61643-1:2005 2nd Edition (Class I Protection)
	IEC 61643-12
	EN 61643-11:2002 (including A11:2007)

Product Diagram



To order gland kits for coax reuse :

NSN Order Number	Raycap Order Number	Gland Kit - Installation Type
ASU9334TYP01	(7771-TWR-CX-STG-KIT)	Tower Coax Reuse (Stinger)
For use with NSN Standard 60 kA COVP-for Tower Coax Stinger sites- Order ONE kit per NSN Standard COVP pair		
ASU9335TYP01	(7771-TWR-CX-DSC-KIT)	Tower Coax Reuse (Discrete)
For use with NSN Standard 60 kA COVP-for Tower Coax Discrete 6AWG sites- Order ONE kit per NSN Standard COVP pair		
ASU9336TYP01	(7771-RFTP-CX-STG-KIT)	Rooftop Coax Reuse (Stinger)
For use with NSN Standard 60 kA COVP- Order ONE kit per NSN Standard COVP and 3 Rooftop Sector COVP pair		



[www.raycapsurgeprotection.com](#)



G02-00-167 120504

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:	DA03927A	DESCRIPTION	DATE
REV		PCD REV 0	PRELIM CDS 04/12/18

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DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

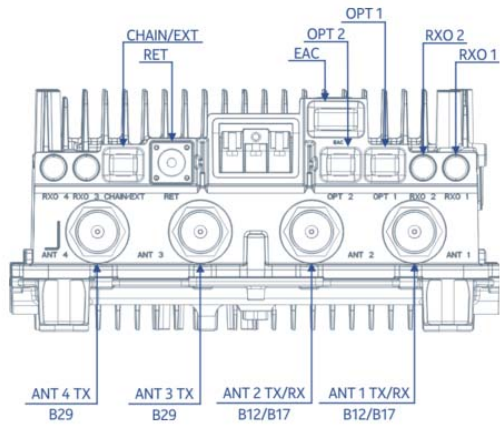
Civil + Structural Engineers
TX Registration No. F-9923
4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A
SITE NAME:
LIGHT FARMS WT
SITE ADDRESS:
1803 LIGHT FARMS WAY
CELESTIA, TX 75009

SHEET NAME:
EQUIPMENT
SPECIFICATIONS
SHEET #
C-10



Antenna Line Devices (ALDs) support

Table: FRBG ALD support

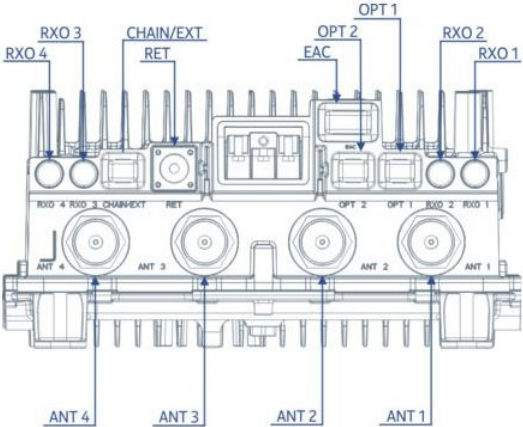
ALD support via antenna ports	Value
AISG	ANT1, RET: AISG 2.0
Legacy Siemens equipment	No
CWA (for non-AISG installations)	No
Voltage	ANT1: 14.5 V

FlexiRRH 4-pipe 1900 160W (FHFB)

Interfaces

FHFB interfaces

Interface	Label on the HW	Number of interfaces	Connector type	Additional info
Power connector	DC IN	1	3-pole screw terminal	
Antenna connector	ANT	4	7/16	
RF external connector	Rx EXT	4	QMA	
Remote Electrical Tilt	RET	1	8-pin circular	
External Alarm Connection	EAC	1	D-sub MDR14	
Optical interface	OPT 1, OPT2, CHAIN/EXT	3	SFP	6 Gbps, OBSAI



RF Module	FRIG	FRIJ
TX frequency range	2110 – 2155 MHz	2110 – 2200 MHz
RX frequency range	1710 – 1755 MHz	1710 – 1780 MHz
Output power	4×30 W/2×60 W	4×40 W
DL instantaneous BW	45 MHz	90 MHz
UL instantaneous BW	45 MHz	70 MHz
Antenna connectors	7/16 female connectors	4.3-10 connectors
Weight	24 kg (52.91 <u>lbs</u>)	21 kg (46.3 <u>lbs</u>)
Height/Width/Depth	18.09 in/15.74 in/6.47 in	23.6 in/5 in/16.1 in

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:		DAO3927A	
REV		DESCRIPTION	DATE
PCD REV 0		PRELIM CDS	04/12/18



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DALWORTHINGTON GARDENS
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TX Registration No. F-9923
4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495



7668 WARREN PARKWAY
FRISCO, TX 75034

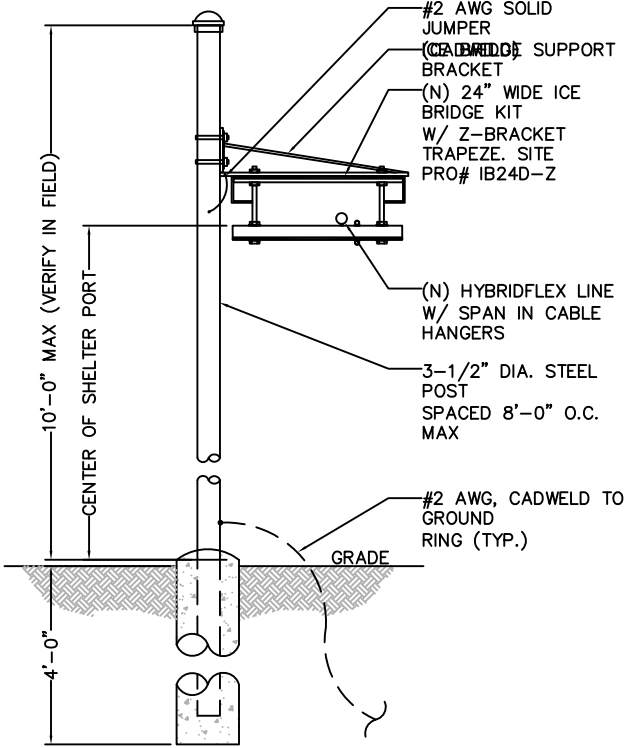
SITE NUMBER:
DAO3927A
SITE NAME:
LIGHT FARMS WT
SITE ADDRESS:
1803 LIGHT FARMS WAY
CEI TNA TV 75000

SHEET NAME:
EQUIPMENT
SPECIFICATIONS

SHEET #

C-11

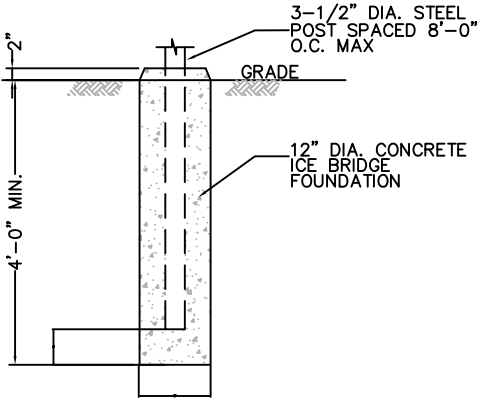
NOTE:
ALL MOUNTING HARDWARE IS
INCLUDED IN ICE BRIDGE KIT
CONTRACTOR TO VERIFY



ICE BRIDGE (FRONT VIEW)

SCALE: NOT TO SCALE

1
C-12



NOTES:

1. WHEN USING COMPONENTS AS SHOWN IN STANDARD DETAIL, MAXIMUM ALLOWABLE SPAN BETWEEN SUPPORTS ON A CONTINUOUS SINGLE OF BRIDGE CHANNEL SHALL BE 8'-0"
2. WHEN USING COMPONENTS FOR SLICING BRIDGE CHANNEL SECTIONS, THE SPLICE SHOULD BE PROVIDED AT THE SUPPORT, IF POSSIBLE, OR AT A MAXIMUM OF 2 FEET FROM THE SUPPORT.
3. WHEN USING COMPONENTS, SUPPORT SHOULD BE PROVIDED AS CLOSE AS POSSIBLE TO THE END OF THE ICE BRIDGE, WITH A MAXIMUM CANTILEVER OF 2' FROM THE SUPPORT AT THE END.

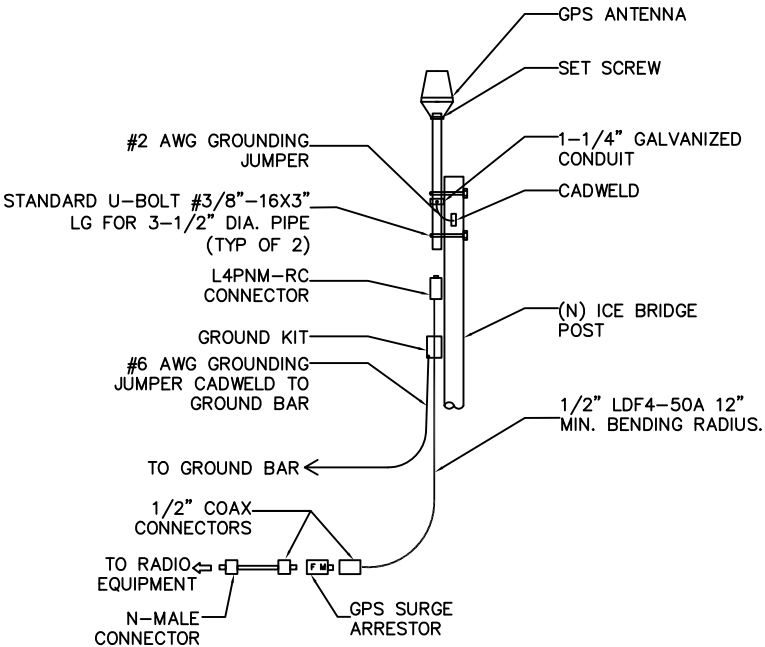
4. DEVIATIONS FROM STANDARDS FOR COMPONENTS INSTALLATIONS ARE PERMITTED WITH THE RESPECTIVE MANUFACTURER'S APPROVAL.

5. CUT BRIDGE CHANNEL SECTIONS SHOULD HAVE RAW EDGES TREATED WITH A MATERIAL TO RESTORE THE CUT EDGES TO THE ORIGINAL CHANNEL, OR EQUIVALENT, FINISH.

ICE BRIDGE (SECTION DETAIL)

SCALE: NOT TO SCALE

2
C-12



GPS ANTENNA

SCALE: NOT TO SCALE

3
C-12

7.M.a

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:	DA03927A	DESCRIPTION	DATE
REV	0	PRELIM	CDS
PCD	REV	0	PRELIM
CDS	04/12/18		

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4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

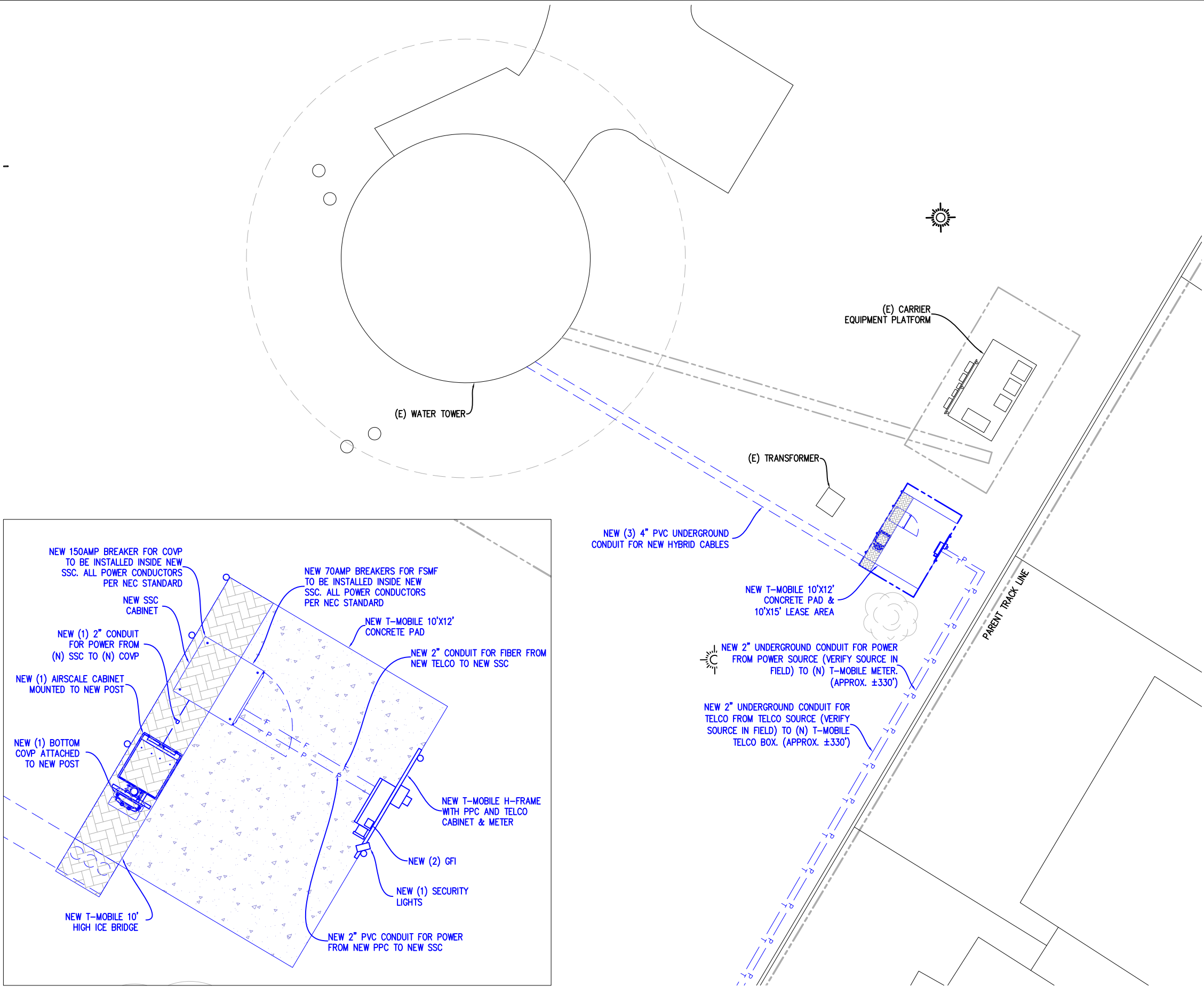
Civil + Structural Engineers
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4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:	DA03927A
SITE NAME:	LIGHT FARMS WT
SITE ADDRESS:	1803 LIGHT FARMS WAY CELTIA TX 75000

SHEET NAME:	SHEET #
CONSTRUCTION DETAILS	C-12



- ELECTRICAL NOTES**
1. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (N.E.C.) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL PERMITS AND RELATED FEES.
 2. ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE UNDERWRITERS LABORATORIES (U.L.) LISTED, NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY OWNER OR HIS REPRESENTATIVE. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER.
 3. ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. CONTRACTOR SHOULD AVOID DAMAGE TO EXISTING UTILITIES WHEREVER POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL RESTORE ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO MATCH EXISTING CONDITIONS.
 4. ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ELECTRICAL POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL BOARDS, CONDUIT, CONTROL WIRING, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS AND/OR AS REQUIRED BY GOVERNING CODES.
 5. PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB, AND BY REFERENCE TO ENGINEERING AND EQUIPMENT SUPPLIERS DRAWINGS. SHOULD THERE BE ANY QUESTION OR PROBLEM CONCERNING THE NECESSARY PROVISIONS TO BE MADE, PROPER DIRECTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH ANY WORK.
 6. FOR NEW INSTALLATIONS, PROVIDE POWER AND TELEPHONE TO SERVICE POINTS PER UTILITY COMPANY REQUIREMENTS. CONTRACTOR SHALL CONTACT UTILITY SERVICE PLANNERS AND OBTAIN ALL SERVICE REQUIREMENTS AND INCLUDE COSTS FOR SUCH IN THEIR BID.
 7. SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT WITHSTAND RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL ON THE UTILITY TRANSFORMER SECONDARY. THE INSULATION SHALL BE FREE FROM ANY SHORT CIRCUITS AND GROUNDS.
 8. ALL CONDUCTORS SHALL BE STRANDED COPPER WITH THHN/THWN AND 600 VOLTS INSULATION. ALL GROUND CONDUCTORS TO BE PROPERLY SIZED COPPER. (STRANDED OR SOLID).
 9. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE NOTE, SPECIFICATION OR CODE WHICH PROSCRIBES AND ESTABLISHES THE HIGHEST STANDARD OF PERFORMANCE SHALL PREVAIL.
 10. SERVICE CONDUITS SHALL HAVE NO MORE THAN (3) 90 DEGREE BENDS IN ANY SINGLE RUN. THE CONTRACTOR SHALL PROVIDE PULL BOXES AS NEEDED WHERE CONDUIT REQUIREMENTS EXCEED THESE CONDITIONS. PULL WIRES AND CAPS SHALL BE PROVIDED AT ALL SPARE CONDUITS FOR FUTURE USE.
 11. ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND 100 M.P.H. WIND SPEED AND DESIGNED FOR OUTDOOR EXPOSURE.
 12. ALL COAX, POWER AND TELEPHONE SYSTEM CONDUITS SHALL HAVE A MINIMUM 24" SCH. 80 PVC RADIUS SWEEPS BELOW GRADE UNLESS OTHERWISE NOTED, OR AS REQUIRED BY UTILITY COMPANIES. PROVIDE NEMA 3R WEATHER PROOF ENCLOSURES FOR ALL EXTERIOR LOCATIONS. CONDUIT ABOVE GRADE SHALL GALVANIZED METALIC CONDUIT (IMC OR RGS).
 13. FUSE TYPE SHALL BE BUSSMAN RKI LOW PEAK FUSE (LPU-RK-100).
 14. UPON COMPLETION OF THE JOB, THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS TO THE OWNER.
 15. GENERAL GROUNDING CRITERIA 1ST STEP: GROUND TO EXISTING GROUND RING. TEST GROUNDING RESISTANCE TO WITHIN 1 TO 5 OHMS OVERALL GROUND RESISTANCE. WHERE THE EFFECTIVE RESISTANCE DOES NOT MEET THIS CRITERIA, PROVIDE SUPPLEMENTAL GROUNDING AND RE-TEST UNTIL GROUND RESISTANCE FALLS BELOW THIS LEVEL. SUPPLEMENTAL GROUND MAY CONSIST OF ONE OR MORE OF THE FOLLOWING:
 - 1) COUNTERPOISE,
 - 2) UFER GROUND,
 - 3) GROUND ROD AND/OR GROUND WELL IN EXTREMELY ADVERSE SOIL CONDITIONS.
 16. CONTRACTOR SHALL COLOR PHASE CONDUCTORS BLACK (B PHASE), RED (A PHASE), WHITE (NEUTRAL), AND GREEN (GROUND).

ENLARGED POWER/TELCO SITE PLAN

SCALE: 1/2"=1'-0"

1
E-1

ELECTRICAL SITE PLAN

SCALE: 1/8"=1'-0"

2
E-1

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:		DESCRIPTION	DATE
DA03927A		PCD REV 0	PRELIM CDS 04/12/18

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DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

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7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELINA, TX 75709

SHEET NAME:
ELECTRICAL
SITE PLAN

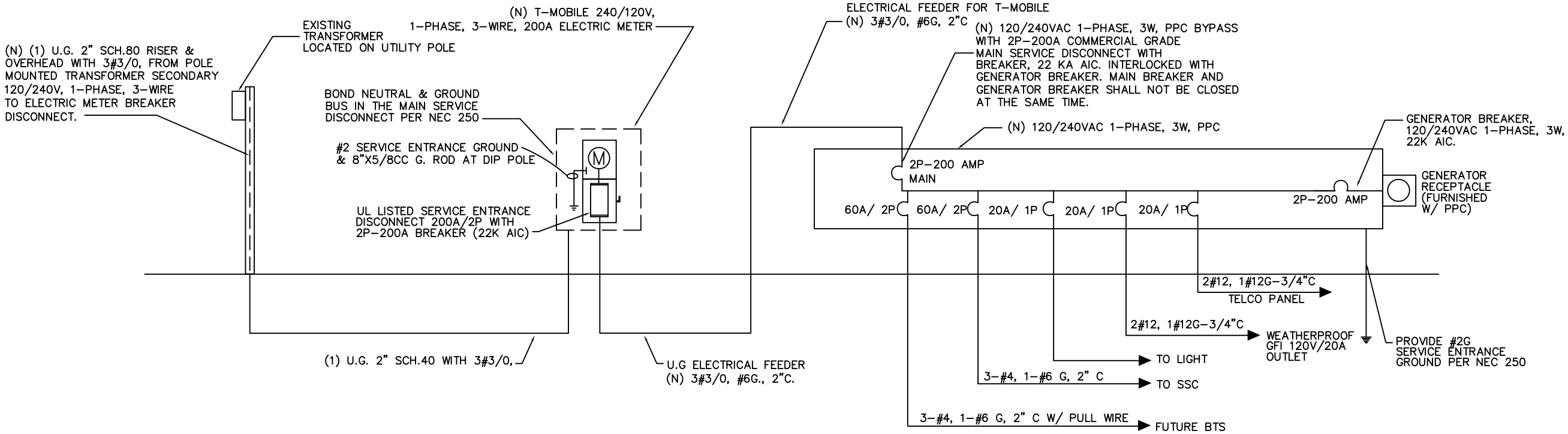
SHEET #
E-1

Packet Pg. 132

Attachment: 0612 DA03927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

7.M.a

ELECTRIC LOAD SUMMARY					
AREA OF SPACE (164) SF			SERVICE VOLTAGE 120/240V. 1-PHASE		
	CONNECTED LOAD		DEMAND FACTOR	DEMAND LOAD	
	KVA	AMPS		KVA	AMPS
LIGHTING (175W HPS)	0.57	2.4	1.25	0.7	3.0
RECEPTACLES (2)	1.06	4.4	1.0	1.1	4.4
SITE SUPPORT CABINET	9.0	37.5	1.0	9.0	37.5
TELCO PANEL	0.12	0.5	1.0	0.1	0.5
SPARE				9.2	38.2
TOTAL DEMAND LOAD				20.1	83.6
TOTAL SERVICE LOAD AMP					200



ELECTRICAL RISER DIAGRAM
SCALE: N.T.S

1
E-2

DRAWN BY: SN

CHECKED BY: EPB

JOB NUMBER: DA03927A

REV

REVIEWED BY: EPB

APPROVED BY: EPB

DESCRIPTION

PCD REV 0 PRELIM CDS

DATE

04/12/18

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7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

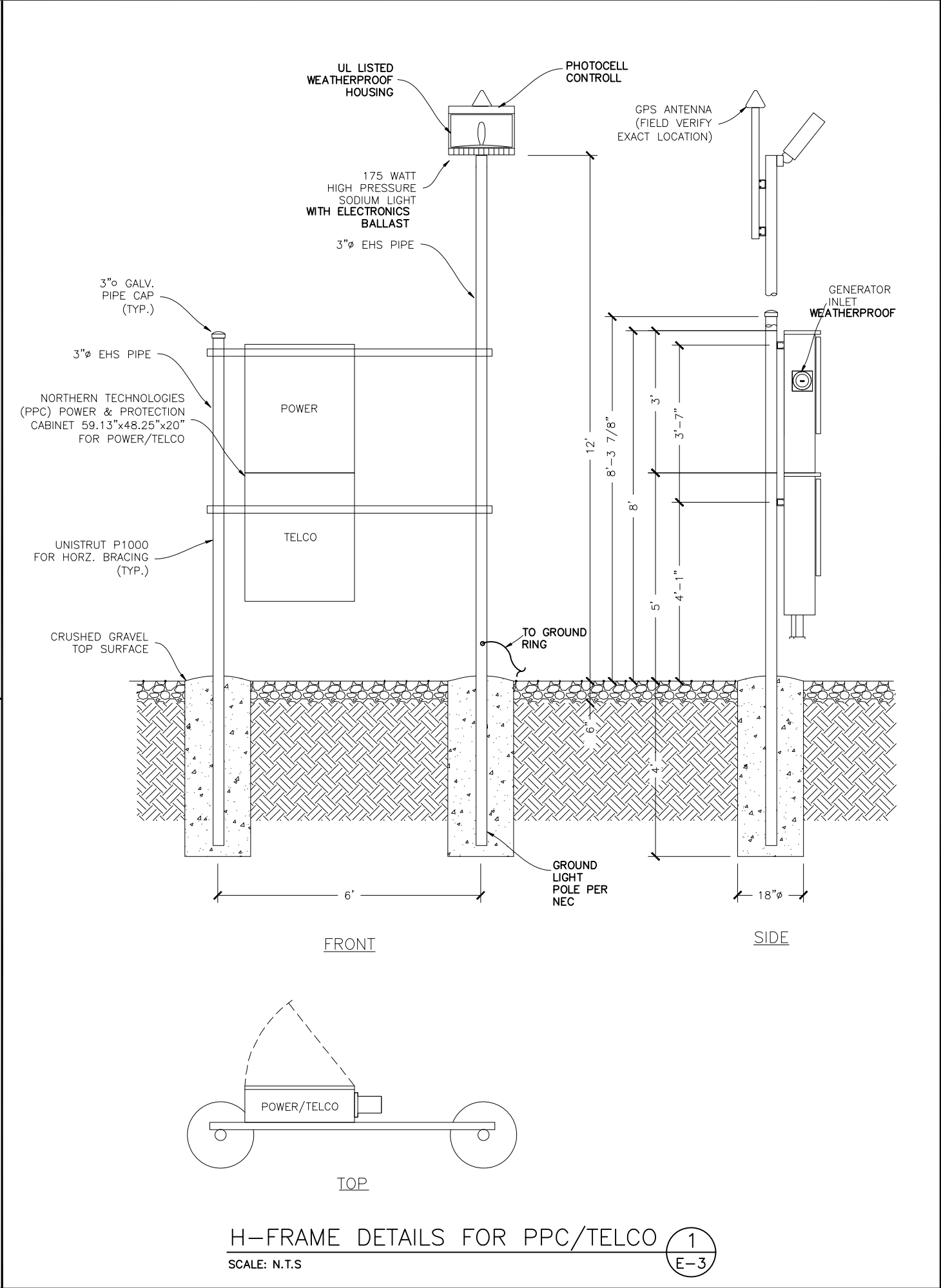
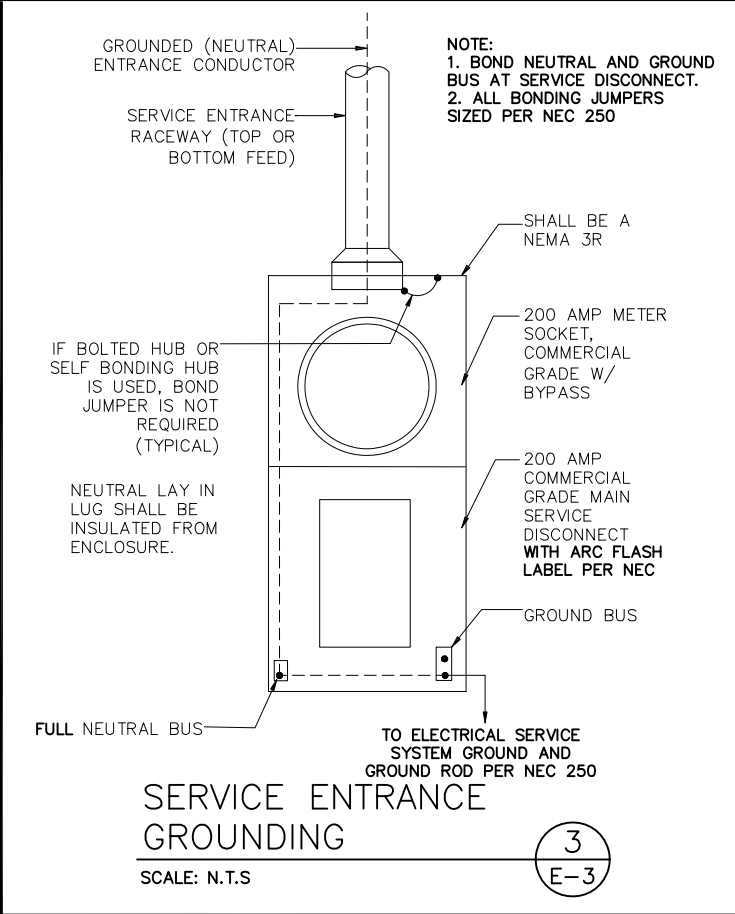
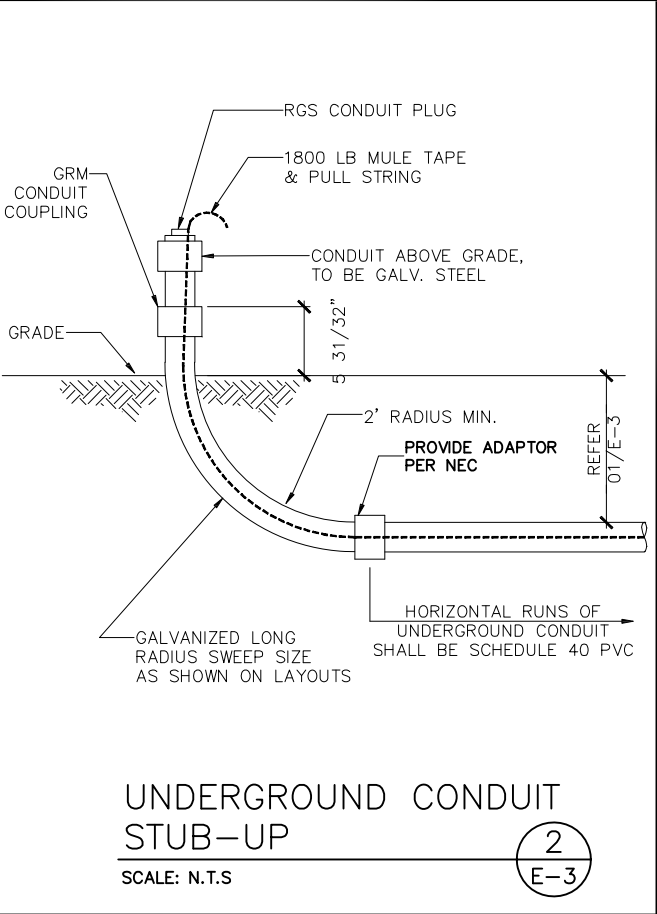
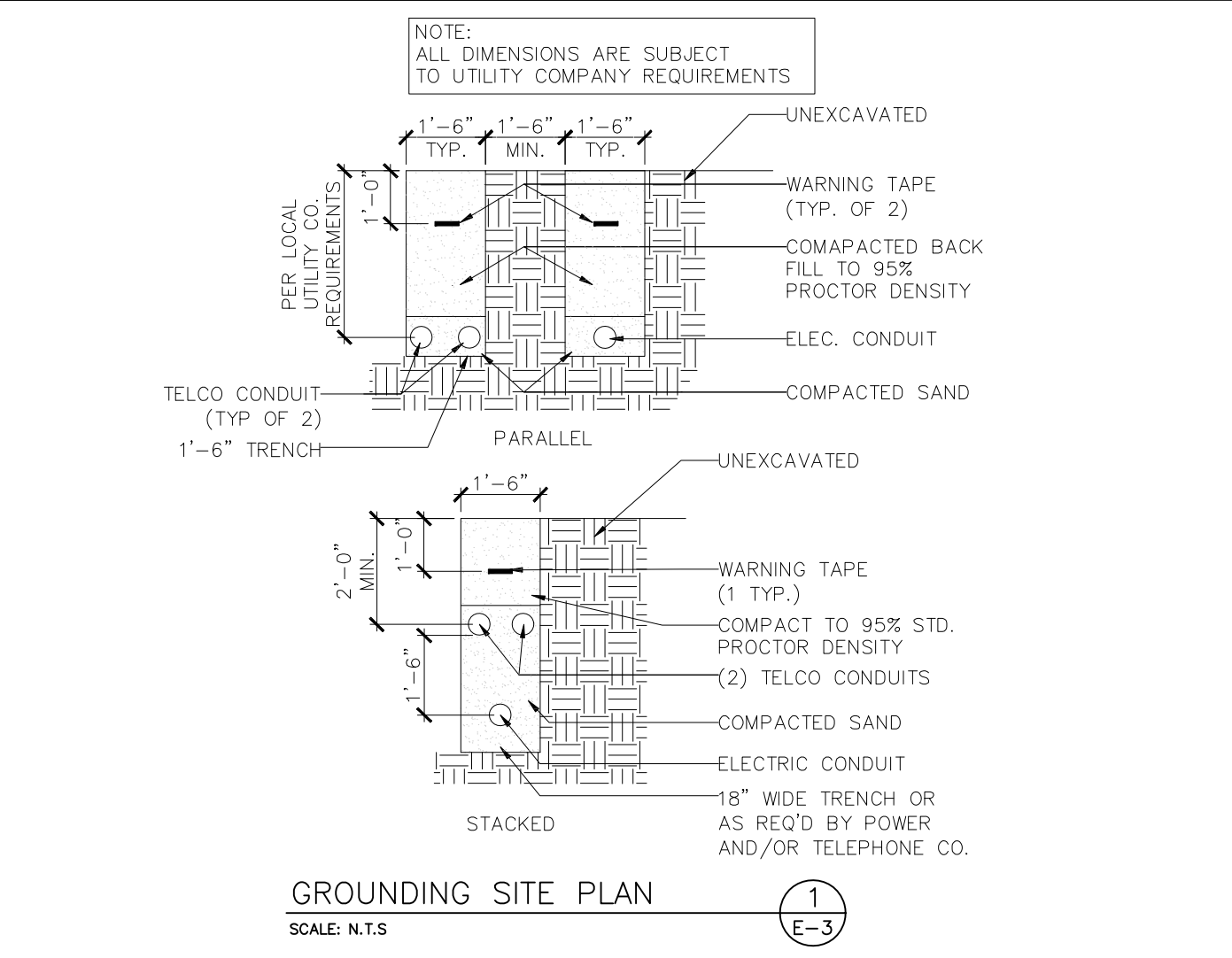
SITE ADDRESS:
1803 LIGHT FARMS WAY
CELESTIA, TX 75009

SHEET NAME:
ELECTRICAL RISER
DIAGRAM

SHEET #
E-2

Packet Pg. 133

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CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:	DA03927A	DATE	04/12/18
REV	DESCRIPTION	PCD	REV 0 PRELIM CDS

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4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

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(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

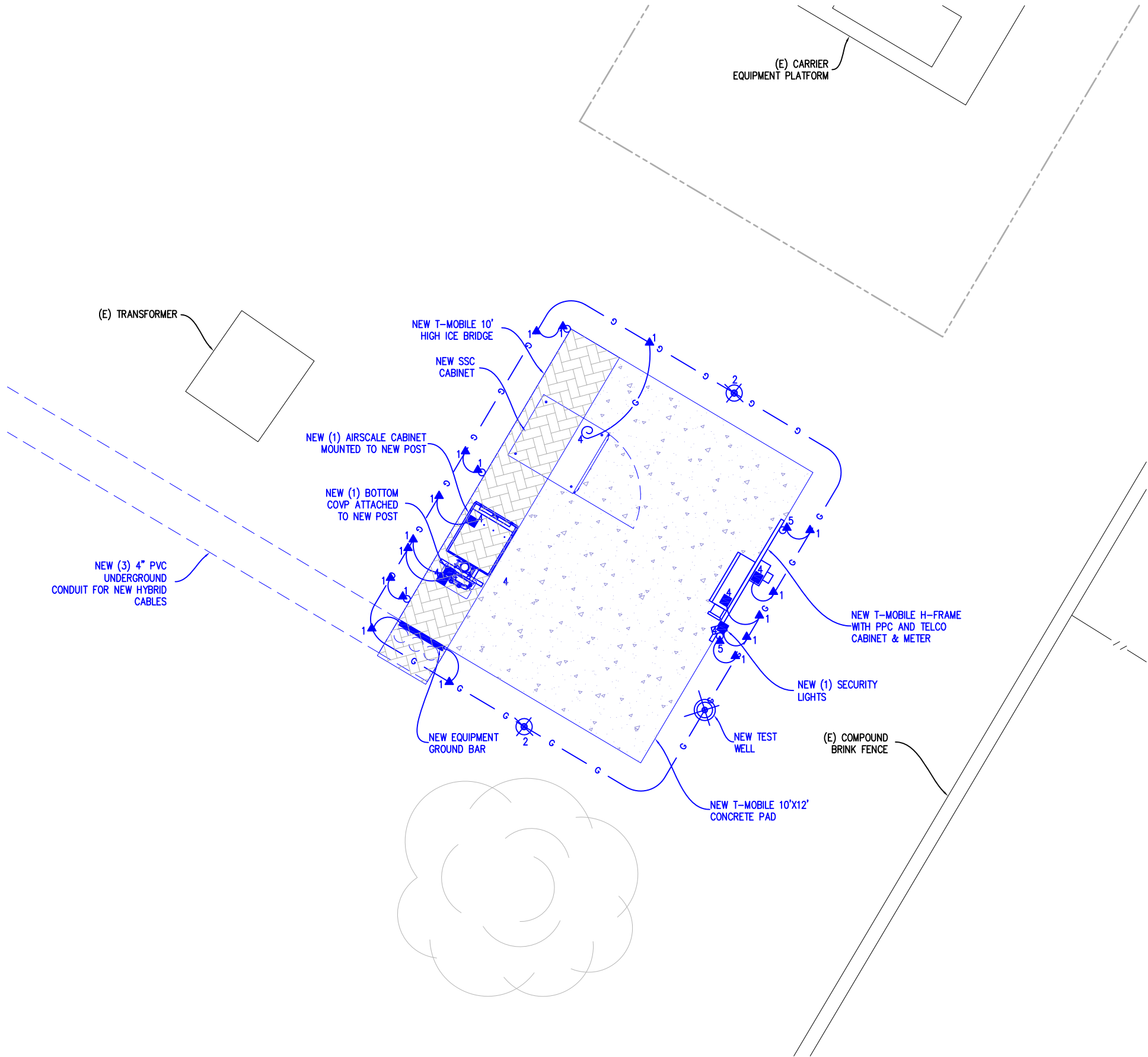
SITE ADDRESS:
**1803 LIGHT FARMS WAY
CELINA, TX 75009**

SHEET NAME:
ELECTRICAL
DETAILS

SHEET #
E-3

Attachment: 0612 DA03927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

Packet Pg. 134



GROUNDING SITE PLAN
SCALE: 1/2"=1'-0"

1
E-4

CAD WELD CONNECTIONS			
NO.	DESCRIPTION	MOLD NO.	WELD NO.
1	#2 SOLID TO #2 SOLID	PTC-1T1T	65
2	#2 SOLID TO GROUND ROD	GTC-161T	90
3	#2 SOLID TO FENCE POST	VBC	

BURNDY CONNECTIONS		
NO.	DESCRIPTION	PART NO.
4	#6 GREEN STRANDED 2-HOLE COMPRESSION LUG	
5	#2 SOLID TO POST	KC
6	BRAIDED STRAP BOLTED TO GATE POSTS	BD18G92

* CHECK WITH PROJECT MANAGER FOR CONNECTION TYPE
IF TABS ARE NOT PRESENT ON MONOPOLE OR TOWER.

- LEGEND
- ▲ CADWELD CONNECTION
 - BURNDY CONNECTION
 - G — G — #2 AWG TINNED SOLID BARE CU
(GROUND RINGS SHALL BE 2'-6" BELOW GRADE)
 - (E) GROUND RING

7.M.a

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:		DESCRIPTION	DATE
DAO3927A			04/12/18
REV	PCD	REV 0	PRELIM
			CDS

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7668 WARREN PARKWAY
FRISCO, TX 75034

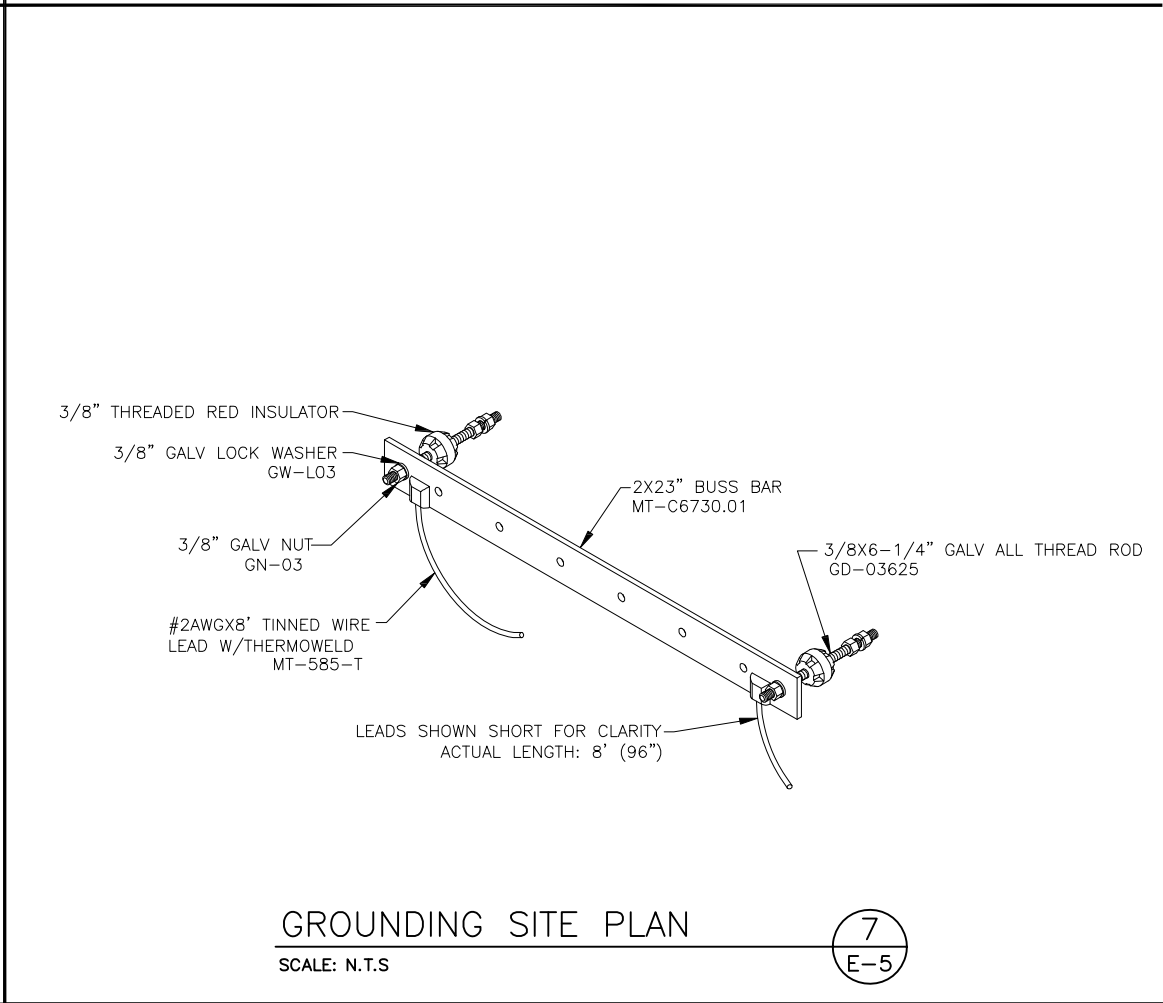
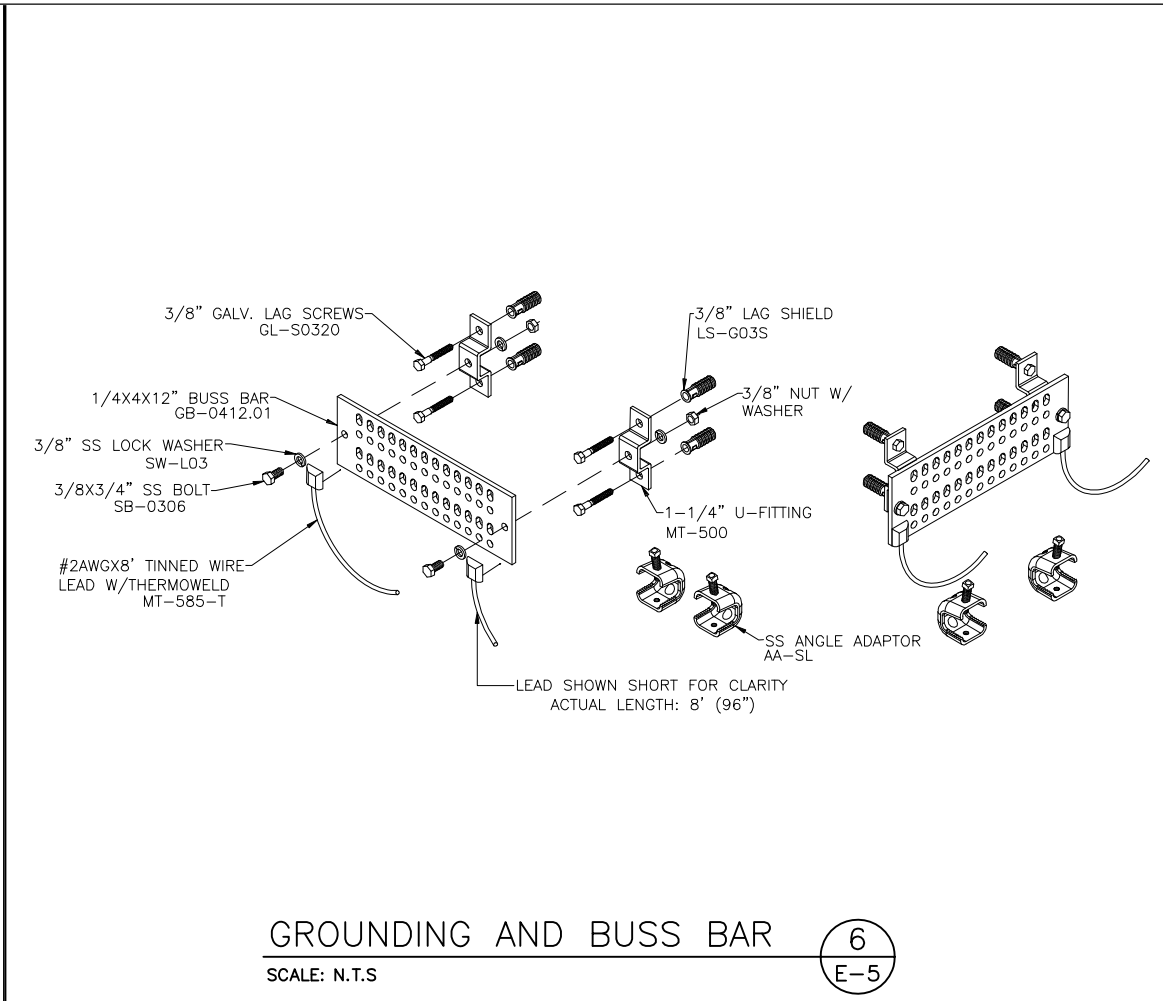
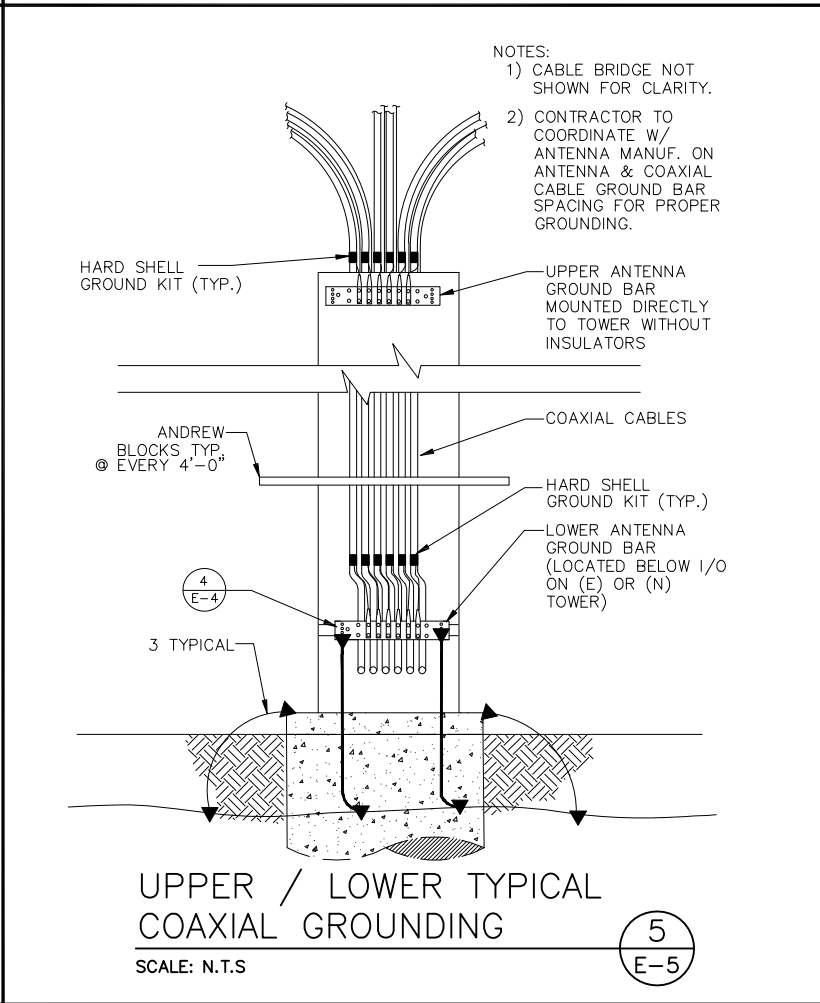
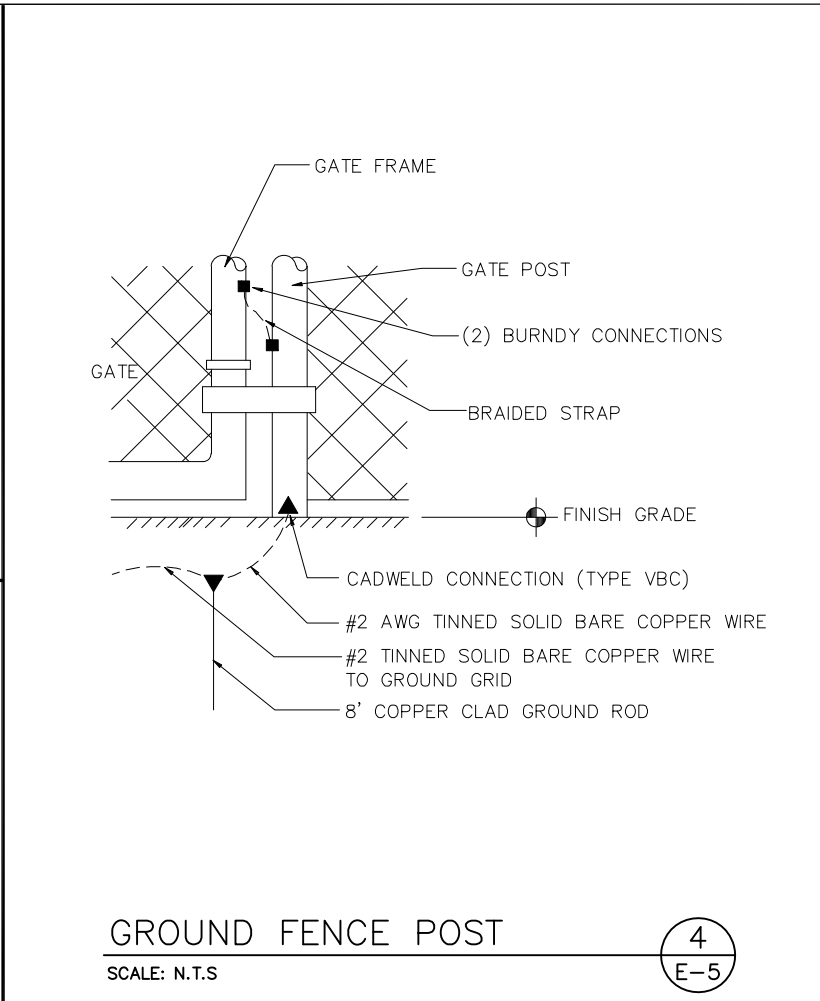
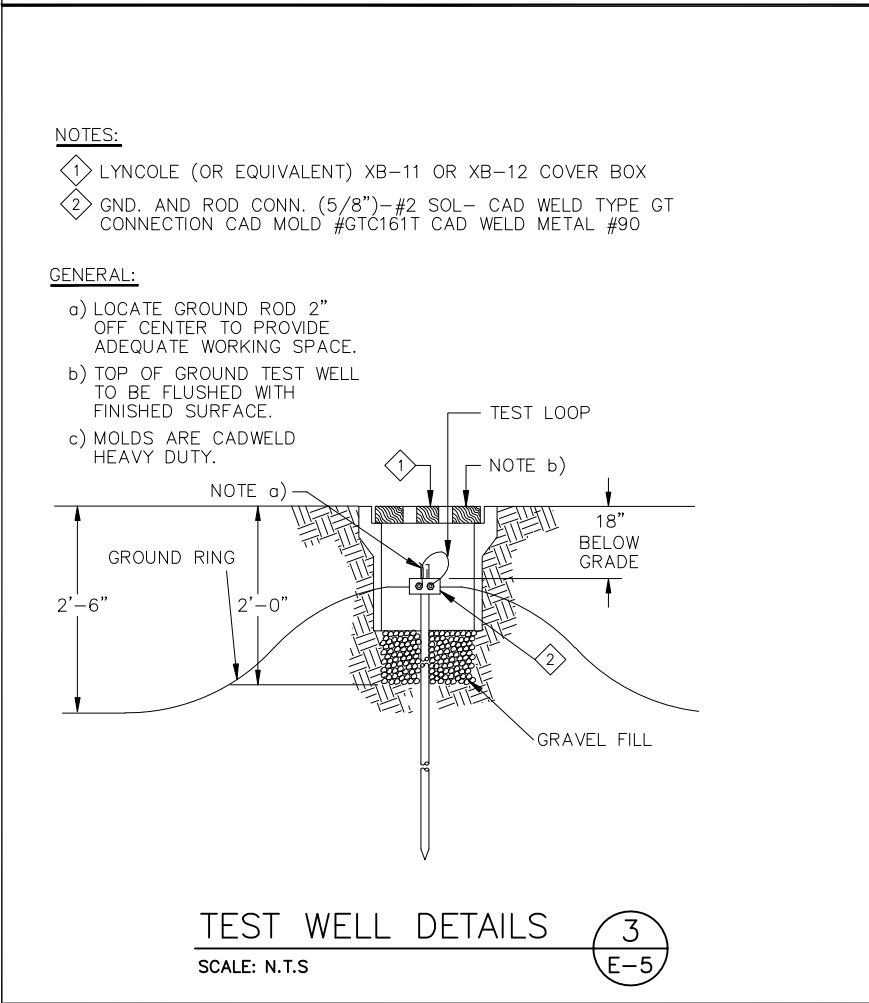
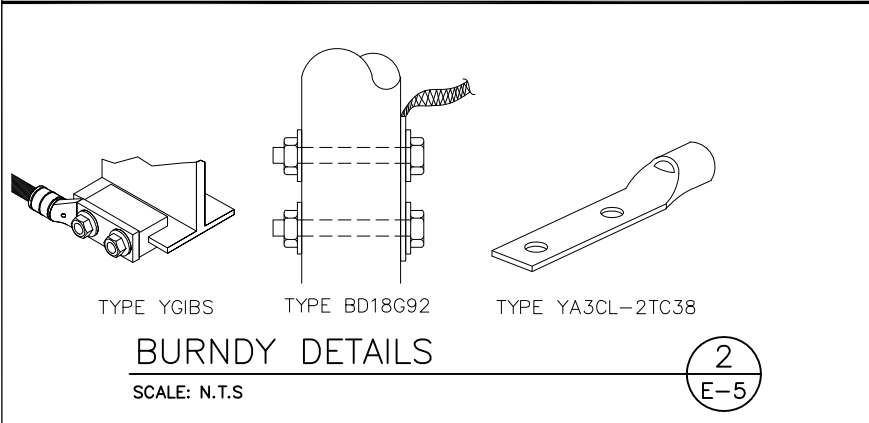
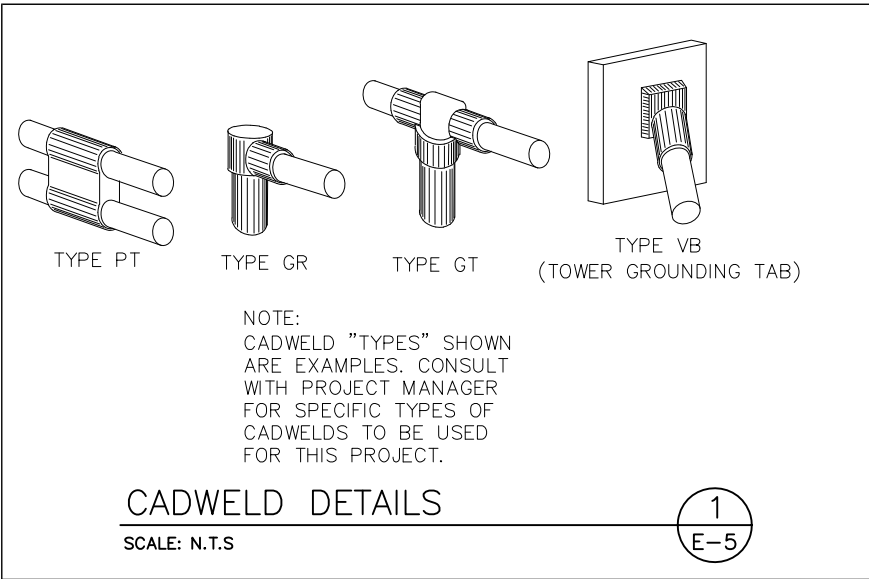
SITE NUMBER:
DAO3927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELTINA TV 75000

SHEET NAME:
GROUNDING
SITE PLAN

SHEET #
E-4



DRAWN BY: SN		REVIEWED BY: EPB		7.M.a	
CHECKED BY: EPB		APPROVED BY: EPB			
JOB NUMBER: DA03927A		DESCRIPTION		DATE	
REV	PCD	REV 0	PRELIM	CDS	04/12/18

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DALWORTHINGTON GARDENS
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7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER: DA03927A

SITE NAME: LIGHT FARMS WT

SITE ADDRESS: 1803 LIGHT FARMS WAY
CELESTIA, TX 75009

SHEET NAME: GROUNDING DETAILS

SHEET # E-5

Attachment: 0612 DA03927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

Packet Pg. 136

GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (EDITION ACCEPTED BY LOCAL JURISDICTION) AND APPLICABLE LOCAL CODES.
2. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
3. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.
4. WIRES AND CABLES FOR POWER AND LIGHTING SHALL BE COPPER WITH TYPE XHHW, THWN, OR THHN INSULATION. SOLID CONDUCTORS FOR #10 AWG AND SMALLER, STRANDED FOR LARGER THAN #10 AWG. MINIMUM SIZE #12 AWG.
5. WIRES AND CABLES FOR POWER SHALL BE INSTALLED IN GALVANIZED RIGID STEEL CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
6. CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
7. CONTRACTOR TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.
8. PROVIDE ALL LABOR AND MATERIAL DESCRIBED ON THIS DRAWING, AND ALL ITEMS INCIDENTAL TO COMPLETING AND PRESENTING THIS PROJECT AS FULLY OPERATIONAL.
9. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELD") TO ANTENNA MASTS AND THE GROUND BARS. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION FITTINGS.
10. GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH COAX CABLE GROUNDING KITS & INSTALL WEATHER PROOFING KIT AT EACH CONNECTION
11. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. GROUNDING LEADS SHOULD NEVER BE BENT AT RIGHT ANGLE, ALWAYS MAKE AT LEAST 12" RADIUS BENDS. #6 WIRE CAN BE BENT AT 6" RADIUS WHEN NECESSARY.
12. CONTRACTOR TO PROVIDE GROUND RING AS SHOWN ON GROUNDING SITE PLAN AND GROUNDING RISER DIAGRAM. CONTRACTOR SHALL TEST AND VERIFY THAT THE IMPEDANCE DOES NOT EXCEED 5 OHMS TO GROUND BY MEANS OF A BIDDLE-MEGGER TESTER. GROUNDING AND OTHER OPERATIONAL TESTING SHALL BE WITNESSED BY THE OWNER'S REPRESENTATIVE.
13. CONTRACTOR TO PROVIDE TELEPHONE CONDUIT AS SHOWN ON PLANS
14. CONTRACTOR TO PROVIDE ELECTRIC CONDUIT AS SHOWN ON PLANS
15. NOTIFY LOCAL UTILITY SERVICE PRIOR TO ANY INSTALLATION.
16. ALL EQUIPMENT FURNISHED BY OTHERS SHALL BE PROVIDED WITH PROPER MOTOR STARTERS, DISCONNECTS, CONTROLS, ETC. BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL INSTALL AND COMPLETELY WIRE ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S WIRE DIAGRAMS AND AS REQUIRED FOR A COMPLETE OPERATING INSTALLATION. ELECTRICAL CONTRACTOR SHALL VERIFY AND COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF EQUIPMENT PRIOR TO ROUGH-IN OF CONDUIT AND WIRING TO AVOID CONFLICTS. WHERE APPLICABLE
17. GROUNDING CONDUCTORS SHALL BE COPPER ONLY. ABOVE GROUND EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. IGR AND ALL EXTERNAL CONDUCTORS (WITH THE EXCEPTION FOR GROUND WIRE BETWEEN THE TOP AND THE BOTTOM OF THE ANTENNA TOWER) MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.
18. UTILITY COMPANY COORDINATION:
ELECTRICAL CONTRACTOR SHALL CONFIRM THAT ALL WORK IS IN ACCORDANCE WITH THE RULES OF THE LOCAL UTILITY COMPANY BEFORE SUBMITTING HIS BID, THE CONTRACTOR SHALL CHECK WITH THE UTILITY COMPANIES SUPPLYING SERVICE TO THIS PROJECT AND SHALL DETERMINE FROM THEM ALL EQUIPMENT AND CHARGES WHICH THEY WILL REQUIRE AND SHALL INCLUDE THE COST IN HIS BID
19. ALL CADWELDS ABOVE FINISHED GRADE SHALL BE PAINTED WITH CO-GALVANIZED ZINC ENRICHED PAINT TO MATCH COLOR OBJECT BONDED TO.

CONDUITS AND WIRING

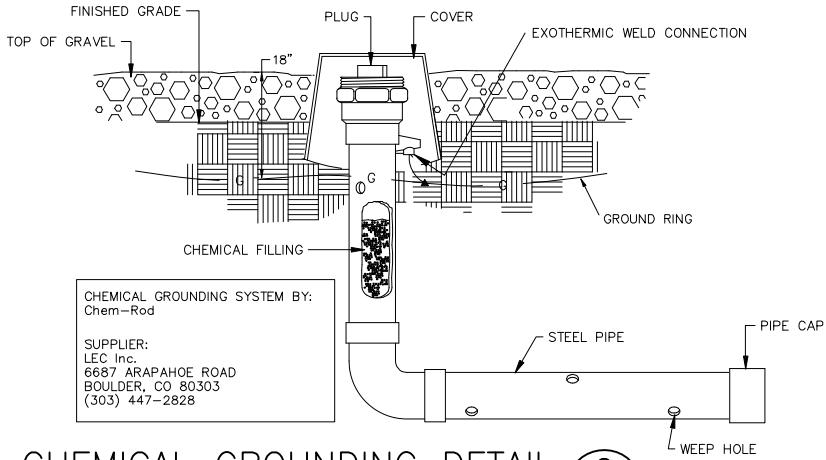
1. WIRING OF EVERY KIND MUST BE INSTALLED IN CONDUIT, UNLESS NOTED OTHERWISE, OR AS APPROVED BY THE ENGINEER AND ACCEPTABLE TO AHJ
2. UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE COPPER (CU) TYPE THWN, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE
3. RACEWAYS SHALL BE GALVANIZED STEEL, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, UNLESS OTHERWISE NOTED. ALL RACEWAYS SHALL BE APPROVED FOR THE INSTALLATION
4. PULL OR JUNCTION BOXES SHALL BE PROVIDED AS REQUIRED TO FACILITATE INSTALLATION OF RACEWAYS AND WIRING
5. PROVIDE A COMPLETE RACEWAY AND WIRING INSTALLATION, PERMANENTLY AND EFFECTIVELY GROUNDING IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND LOCAL CODES

COORDINATION WITH UTILITY COMPANY

THE ELECTRICAL CONTRACTOR SHALL COORDINATE COMPLETE ELECTRICAL SERVICE WITH LOCAL UTILITY COMPANY FOR COMPLETE OPERATIONS SYSTEM, INCLUDING TRANSFORMER CONNECTIONS, CONCRETE TRANSFORMER PADS, IF REQUIRED, METER SOCKETS, PRIMARY CABLE RACEWAY REQUIREMENTS, SECONDARY SERVICE, ETC. PRIOR TO SUBMITTING BID TO INCLUDE ALL LABOR AND MATERIALS.

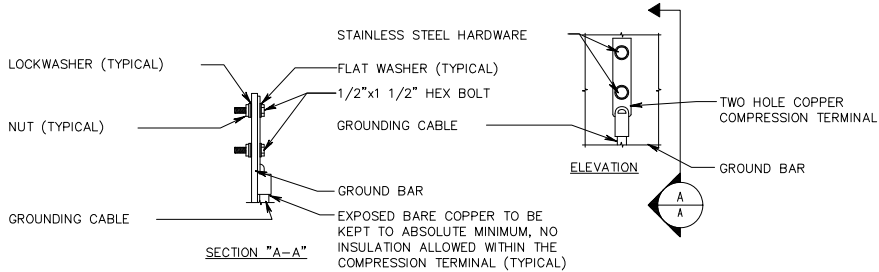
LEGEND

	SAFETY DISCONNECT SWITCH, SIZED AS NOTED	A	AMPERE
	PANELBOARD	V	VOLT
	KILOWATT HOUR METER	W	WIRE
	TRANSFORMER	C	CONDUIT
	CIRCUIT BREAKER	G	GROUND
	LIGHTING FIXTURE, SIZE AS NOTED	P	POLE
	COPPER GROUND BAR, SIZED AS NOTED	SPGB	SURGE PROTECTOR GROUND BAR (1/4"x2"x24")
	POWER WIRING, SIZED AS NOTED	CGB	COLLECTOR GROUND BAR (1/4"x4"x12")
	TELCO WIRING, SIZED AS NOTED	EGB	EXTERNAL GROUND BAR (1/4"x8"x24")
	GROUND WIRING, SIZED AS NOTED	MGB	MASTER GROUND BAR (1/4"x8"x24")
		IGR	INTERNAL GROUND RING ("HALO" GROUND)
		EGR	EXTERNAL GROUND RING
		ACU	AIR CONDITIONER UNIT
		HWGC	HEAVY WALLED GALVANIZED CONDUIT



TYP. CHEMICAL GROUNDING DETAIL

SCALE: N.T.S.



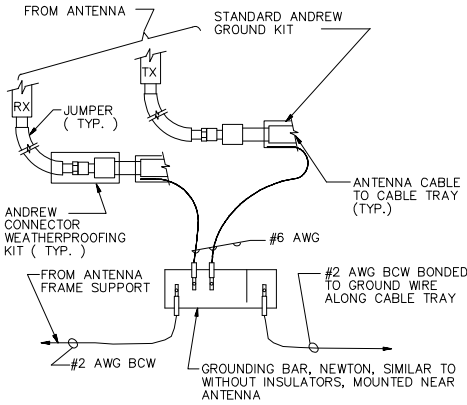
- NOTE:
1. "DOUBLING UP" OR "STACKING " OF CONNECTION IS NOT PERMITTED.
2. OXIDE INHIBITING COMPOUND TO BE USED AT ALL LOCATIONS.

TYPICAL GROUND BAR CONNECTIONS DETAIL

SCALE: N.T.S.

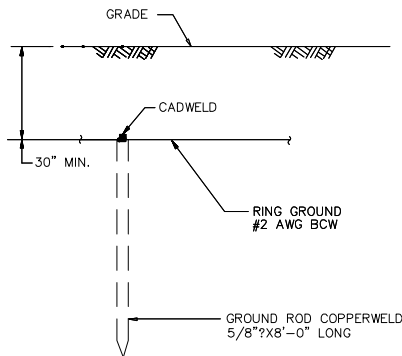
GROUNDING DETAIL NOTES:

1. GROUNDING DETAILS AND REQUIREMENTS ARE GIVEN BY THE OWNER. CONTRACTOR SHALL COORDINATE ALL INSTALLATION WITH THE OWNER.
2. GROUNDING INSTALLATION SHALL BE IN ACCORDANCE WITH UTILITY COMPANIES, NEC, UL, IEEE, AND MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
3. GROUND SYSTEM PROVIDED SHALL BE APPROVED BY THE CITY AND AHJ.



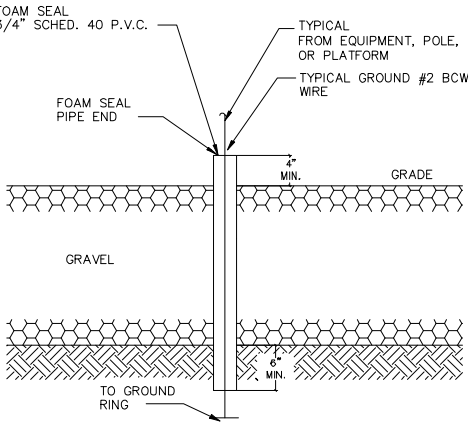
GROUND WIRE CONNECTION TO GROUND BAR AT ANTENNA

SCALE: N.T.S.



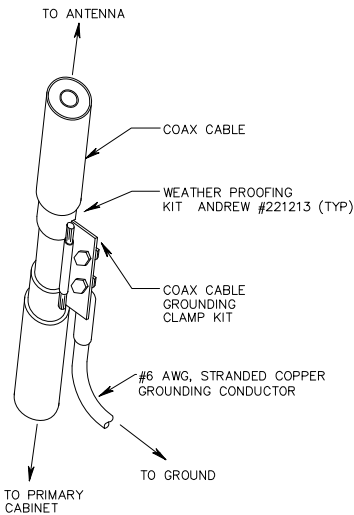
GROUND ROD

SCALE: N.T.S.



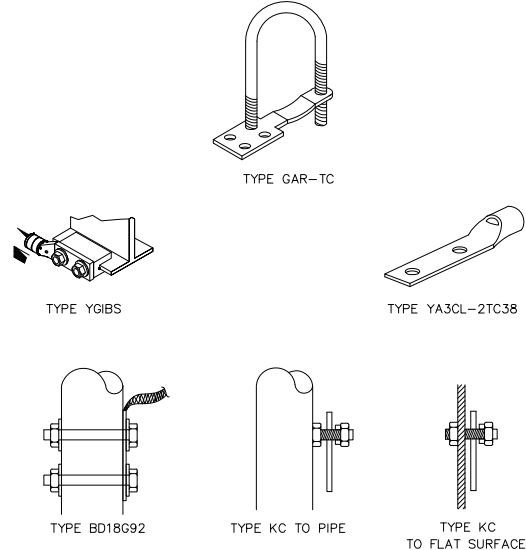
GROUND WIRE PIPE SLEEVE

SCALE: N.T.S.



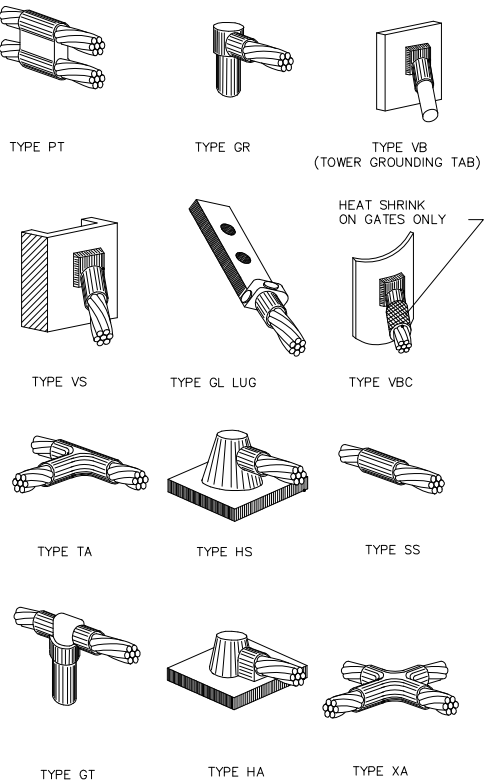
COAX CABLE GROUNDING DETAIL

SCALE: N.T.S.



BURNDY DETAILS

SCALE: N.T.S.



CALDWELD TYPES

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DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:	DA03927A	DESCRIPTION	DATE
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			04/12/18

BROADUS services

4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

Civil + Structural Engineers
TX Registration No. F-9923
4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELESTIA, TX 75009

SHEET NAME:
GROUNDING
DETAILS

SHEET #
E-6

Packet Pg. 137

Attachment: 0612 DA03927A CD PRELIM NSD 04-12-18 (T-Mobile Lease Agreement)

Site Name: City of Celina
 Site Number: DA03927A

GROUND AND TOWER LEASE AGREEMENT

THIS GROUND AND TOWER LEASE AGREEMENT ("Lease" or "Agreement"), is entered into as of the ____ day of _____, 2018 ("Effective Date"), by and between the *City of Celina*, a Texas municipal corporation ("OWNER"), and T-Mobile West LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th St, Bellevue, WA 98006 ("TENANT").

In consideration of the promises and of the mutual obligations and agreements set forth in this Lease, the parties agree as follows:

1) THE LEASED SITE

a) OWNER is the owner of or has the right to control a certain parcel of real property upon which a water tower has been constructed, such parcel and water tower is located at 1803 Light Farms Way, Prosper, County of Collin, State of Texas, and is more specifically described on the attached Exhibit "A" (such parcel referred to as "OWNER's Property").

b) OWNER hereby leases to TENANT a portion of OWNER's Property, being the ground space described below, and of the Primary RAD Space (as defined below) on the water tower located on OWNER's Property (the "Tower"), together with a right of ingress, egress and other access and a right to install utilities (the "Leased Site"). The ground space portion of the Leased Site which is the subject of this Lease is approximately 150 square feet and is located within OWNER's Property substantially as shown on the attached Exhibit "B". The portion of the Tower dedicated for TENANT's exclusive use consists of an envelope of twelve (12) contiguous vertical feet of space within which any portion of TENANT's communication equipment and improvements may be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which TENANT's communication equipment is located. The location of the Primary RAD Space is set forth on the attached Exhibit "C" (any sketches in Exhibits may not be to scale and therefore are not intended to be used for measurement purposes), such Exhibit also showing the location for the initial installation of the Antenna Facilities. TENANT has the right to install, modify, supplement, replace, upgrade, expand the Antenna Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Antenna Facility within the Leased Site, except not in any area of ingress, egress or access, at any time during the Term and at no additional cost to TENANT, other than the rent owed under Section 3. At any time during the Term of this Lease, TENANT may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate TENANT's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to an agreed additional rental rate, TENANT's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Lease, shall continue to be referred to as the Primary RAD Space. As used herein, "Antenna Facilities" shall be deemed to mean all equipment, personal property and improvements including but not limited to

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antennae support structures, to be used by TENANT in connection with the operation of its telecommunications facility on the Leased Site, including the equipment described on Exhibit "C" attached hereto, as such equipment may be modified or added to from time to time in accordance herewith. TENANT shall have the right to run cables, wires, conduits and pipes under, over and across OWNER's Property, in locations pre-approved by OWNER in writing, to connect TENANT's Antenna Facilities on the Tower to its Antenna Facilities in its equipment building, if any, to be constructed on the ground space portion of the Leased Site. TENANT, its agents, employees, contractors, subcontractors and authorized representatives may park their vehicles on OWNER's Property, in the locations reflected in Exhibit "B", when TENANT is constructing, removing, replacing, servicing, maintaining, securing and/or operating its Antenna Facilities as provided in this Lease.

c) TENANT may use additional ground space at the Property in increments of one square foot outside of the Leased Site, provided that such space is available or might be made available (the "Incremental Ground Space"). Upon TENANT's use of any Ground Space, space shall be deemed part of the Leased Site. In the event that TENANT uses or occupies Incremental Ground Space, Rent shall be increased by Six and 32/100 Dollars (\$6.32) per month per square foot of space (the "Incremental Ground Space Rent"). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

d) INTENTIONALLY DELETED

e) OWNER shall maintain the Tower's structural integrity at all times (which shall mean that at no time will OWNER allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). OWNER shall at all times during the Term of this Lease reserve and have ready for TENANT's immediate use sufficient structural loading capacity on the Tower to support TENANT's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Antenna Facilities anywhere on the Tower (the "Allowed Wind Load Surface Area"). "Wind Load Surface Area" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. In the event that TENANT has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, TENANT will pay OWNER for the portion of the structural modifications that is necessary to support TENANT's loading in excess of the Allowed Wind Load Surface Area. In no event shall TENANT be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as TENANT's installation is within the Allowed Wind Load Surface Area.

f) OWNER reserves the right to require TENANT to relocate its Antenna Facilities to a mutually agreeable location on the Tower ("Alternate Premises"), temporarily or permanently, within ninety (90) days after written notice from OWNER. Any relocation expenses shall be the sole responsibility of TENANT, unless the OWNER's relocation requirement results from OWNER's

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desire to lease space on the Tower to a non-governmental third-party user. In such a case, the third-party user shall be obligated to reimburse TENANT for its reasonable relocation costs. TENANT shall not be required to permanently relocate TENANT's Antenna Facilities to any location which would result in any deterioration or diminution of the quality of communication services or other services provided by TENANT from the Leased Site, nor shall TENANT be required to conduct such permanent relocation in a manner which would cause any deterioration or diminution of such quality or which would cause any interruption of such service. This Lease is not a franchise nor is it a permit to use OWNER's rights-of-way. Any such franchise or permit must be obtained separately from OWNER.

g) TENANT's equipment building, if any, on the ground portion of the Leased Site shall be installed on a slab foundation at TENANT's expense and shall be painted to match the Tower. The Antenna Facilities shall also be painted by TENANT to match the Tower. TENANT's ground portion of the Leased Site shall be enclosed by a decorative iron fence surrounded by a screening hedge which will achieve a height of at least six (6) feet, but shall not be less than three (3) feet in height when planted. Said equipment buildings and Antenna Facilities shall be owned by TENANT and shall be removed from the site by TENANT within a reasonable period, not to exceed ninety (90) days, following termination of this Lease. Notwithstanding the foregoing, TENANT will not be required to remove any foundations, landscaping or underground utilities. The building shall be used to house TENANT's communications equipment and all associated or related equipment of any type as deemed necessary or desirable by TENANT (this equipment shall be included as part of the Antenna Facilities listed on Exhibit "C"). The building will be placed adjacent to the Tower in the location described on Exhibit "B".

2) LEASE AND EASEMENT

a) During the term of this Lease, OWNER leases the Leased Site to TENANT and grants to TENANT a non-exclusive easement, in the area reflected on Exhibit "B", to access the Leased Site to install, remove, replace, and maintain the Antenna Facilities listed in Exhibit "C".

b) At all times throughout the Term of this Lease, and at no additional charge to TENANT, TENANT and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to ground space portion of the Leased Site. TENANT shall have access to the Primary RAD Space only with prior notice to OWNER. TENANT shall notify OWNER twenty-four (24) hours in advance, except in an emergency. TENANT shall be prohibited from removing locks or entering without aforementioned notice. A representative of OWNER may accompany TENANT on the Leased Site, at OWNER's sole option. The foregoing shall not limit OWNER's right to access the Leased Site at reasonable times to examine and inspect the premises for safety reasons or to ensure that the TENANT's covenants are being met, provided that OWNER shall not disrupt TENANT's operations and shall be accompanied by a representative of TENANT at all times.

3) TERM AND RENT

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a) The initial term of this Lease shall be five (5) years (the "Initial Term"), commencing on the Effective Commencement Date, which shall be defined as the earlier of (i) the commencement of TENANT's installation of its Antenna Facilities or (ii) twelve (12) months following the Effective Date of this Lease, partial months to be prorated, indicated above and expire on the fifth anniversary thereof. During the first year of the Initial Term, TENANT shall pay to OWNER as a lease payment the sum of Three Thousand and No/100 Dollars (\$3,000) per month ("Rent"), such payment being due in advance on or before the fifth (5th) day of the respective month. The initial monthly Rent payment shall be due within thirty (30) days from the Commencement Date. However, TENANT may aggregate its lease payments by paying annually, in advance. OWNER agrees to provide TENANT with a W-9 form in advance of receiving Rent.

b) Upon the expiration of the Initial Term, this Lease shall be automatically extended for one-four (4) additional "Renewal Term" terms of five (5) additional years (each a "Renewal Term") unless TENANT notifies OWNER in writing at least ninety (90) days prior to the expiration of the then current term of its intention not to renew the Lease. Thereafter, upon the expiration of the first Renewal Term, unless TENANT notifies OWNER in this same above-described manner, this Lease shall automatically renew and extend for up to three (3) additional five (5)-year Renewal Terms, each beginning upon the expiration of the term then in effect.

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c) Beginning upon the first anniversary of the Effective Commencement Date ("Anniversary Date"), and each Anniversary Date thereafter during both the Initial Term and any and all Renewal Terms, if any, the monthly rent shall be increased by an amount equal to three percent (3%) of the then current Rent. As provided above, the monthly Rent shall be due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance.

d) Should this Lease still be in effect at the conclusion of all of the Renewal Terms provided for herein, this Lease shall continue in effect on the same terms and conditions, other than monthly Rent which shall be an amount equal to the monthly Rent in effect for the preceding year, increased by three percent (3%) for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other at least thirty (30) days prior written notice of its intention to so terminate at the end of the annual term.

e) TENANT shall pay OWNER a late payment charge equal to five percent (5%) of the late payment for any payment (including rental payments) not paid when due. In addition, any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

4) USE OF THE LEASED SITE

a) TENANT shall use the Leased Site for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. OWNER may permit others to use other portions of

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OWNER's Property (including the Tower), provided, however, TENANT shall have the exclusive use of its Antenna Facilities, equipment shelters and Primary RAD Space as shown on Exhibit "C" hereto. TENANT may erect and operate additional Antenna Facilities in accordance with the terms of this Lease.

TENANT shall, at its own expense, comply with all present and future federal state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities. OWNER agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense any federal licenses and permits required for or substantially required by TENANT's use of the Property.

b) OWNER acknowledges that TENANT's ability to use the Leased Site for TENANT's intended purposes is contingent upon TENANT's obtaining and maintaining, both before and after the commencement date of this Lease, all of the certificates, permits, licenses and other approvals (collectively known as "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Leased Site desired by TENANT. OWNER shall promptly cooperate, at TENANT's expense, with TENANT in TENANT's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect TENANT's obtaining or maintaining such Governmental Approvals.

c) TENANT shall, at its own expense, maintain the Leased Site and any equipment on or attached to the Leased Site in a safe condition, in good repair and in a manner so as not to conflict with the use of or other leasing of the Leased Site by OWNER, subject to the terms of Paragraph 18 herein.

d) TENANT shall have sole responsibility for the maintenance, repair, and security of its equipment and personal property, Antenna Facilities, and leasehold improvements located on the Leased Site, and shall keep the same in good repair and condition during the Lease term.

e) TENANT shall keep the Leased Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

f) In the event the OWNER ~~or any other tenant~~ undertakes painting, construction or other alterations on the Leased Site, OWNER shall give TENANT at least ninety (90) days' prior written notice, except in an emergency involving imminent threat of harm to health, safety, or the water tank, and TENANT shall take reasonable measures at TENANT's cost to cover or temporarily remove TENANT's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process. TENANT shall only be required to temporarily remove its Antenna Facilities at its expense, in accordance with this subsection (f), once per five (5) year period. OWNER agrees to use its reasonable efforts to permit TENANT to place temporary transmission and reception facilities on OWNER's Property at no additional Rent until such time as TENANT is able to reinstall TENANT's equipment, personal

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property or Antenna Facilities on the Tower. OWNER is not responsible or liable for any damage or injury that may occur if TENANT elects not to temporarily remove its Antenna Facilities, equipment or other personal property. All such construction, repairs or alterations shall be subject to the terms of Paragraph 19 hereof.

5) TERMINATION

a) In addition to the other events giving rise to a right of lease termination, as such are set forth in this Lease, if any of the following occurs, TENANT shall have the right to immediately terminate this Lease for cause by giving written notice to OWNER of such termination:

i) TENANT determines, in its sole discretion, that it will be unable to obtain all necessary Governmental Approvals for TENANT's intended use of and improvements to the Leased Site desired by TENANT; or

ii) TENANT's application for any Governmental Approvals necessary for TENANT's use of the Leased Site and improvements desired by TENANT is denied; or

iii) any Governmental Approvals necessary for TENANT's use of the Leased Site and/or improvements to the Leased Site, whether now or hereafter desired by TENANT, are canceled, expired, lapsed or are otherwise withdrawn, terminated or denied so that TENANT, in its reasonable judgment, determines that it will no longer be able to use the Leased Site for TENANT's intended use; or

iv) the Federal Communications Commission (which allocates the frequencies at which TENANT may operate its antennas and equipment) changes the frequencies at which TENANT operates its antennas and equipment, which change, in TENANT's reasonable judgment, renders its operation of a communications facility at the Leased Site obsolete; or

v) TENANT obtains, in its reasonable judgment, unacceptable results of any radio test, survey, title report or environmental study.

~~Each of the above conditions shall operate independently with regard to each Tower location leased by TENANT within the Leased Site. Any termination notice rendered by TENANT pursuant to this Paragraph shall cause the respective portion of the Lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of the Lease.~~ In the event of such termination, any prepaid, unearned rent shall be refunded to TENANT by OWNER.

b) In addition, and provided that TENANT is not then in default under this Lease, TENANT may, during any Renewal Term, upon ninety (90) days written notice to OWNER, terminate ~~and cancel all or a portion of~~ this Lease if TENANT determines that any portion of the Leased Site have become unsuitable for TENANT's operations, upon payment in guaranteed funds to OWNER of a termination fee equal to six (6) months' rent at the rate then in effect. As to such

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termination fee, TENANT shall receive a credit equal to the amount of any unearned rent as of the date of such termination.

6) ASSIGNMENT AND SUBLETTING

a) Except to a "Partner Company," "Affiliate" or "Subsidiary" of TENANT (as defined below), or to an entity acquiring all or substantially all of TENANT's assets through merger, acquisition, sale or other similar transaction, TENANT shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Leased Site, or any part thereof, without the prior written consent of OWNER, such consent not to be unreasonably withheld or delayed. ~~OWNER shall have the right to review any mortgage or pledge documents to ensure that such documents do not allow a lien, or similar instrument, to be placed on the Leased Site if TENANT defaults thereunder.~~ OWNER shall have the right to review any sublease to ensure that the subtenant agrees to abide by the terms and conditions of this Lease. OWNER may withhold consent if any of the aforementioned documents do not contain the preceding provisions. If any subleases provide that TENANT will receive rental payments in excess of the then current Rent due hereunder ("Excess Subrent"), the Rent shall be increased by an amount equal to fifty percent (50%) of the Excess Subrent.

b) Each of the members of TENANT is a Partner Company. An Affiliate of an entity is any entity which directly or indirectly controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. A Subsidiary of an entity is any entity eighty percent (80%) or more of the ownership of which is owned by such entity.

c) No consent by OWNER to any assignment or sublease by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease, including but not limited to paying Rent, whether arising before or after the assignment or sublease. The consent by OWNER to any assignment or sublease shall not relieve TENANT from the obligation to obtain OWNER's express written consent to any other assignment or sublease.

d) Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of TENANT, if TENANT is a corporation, or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons comprising the managers of the partnership, if TENANT is a partnership, shall not be an assignment for purposes of this Paragraph 6.

7) FIRE OR OTHER CASUALTY

a) If the Tower, or access to it, is damaged or destroyed by a casualty covered by the insurance carried by OWNER, it shall be OWNER's option whether or not to commence appropriate repairs (to be diligently prosecuted to completion entirely at OWNER's expense). If OWNER decides to repair the Tower, this Lease shall continue in full force and effect. If, however, the Tower is

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damaged to the extent that OWNER decides not to repair it, OWNER shall deliver written notice to TENANT, within thirty (30) days after the casualty, or such longer time as it takes for OWNER's insurance carrier to confirm whether the event resulted in a covered claim, of OWNER's election not to repair, restore and/or reconstruct the Tower but to designate a site on which TENANT may relocate in accordance with Paragraph 7.c. below. If, as a result of any such casualty, any portion of the Leased Site becomes totally or partially unusable by TENANT, Rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Leased Site rendered unusable bears to the entirety of the Leased Site.

b) If OWNER (i) undertakes the repair, restoration and/or reconstruction of the Tower(s) or of any access thereto, but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the casualty, (ii) notifies TENANT of OWNER's intention not to repair restore and/or reconstruct the Tower, or (iii) fails to deliver to TENANT the written notice required under Paragraph 7.a., then TENANT may immediately cancel this Lease by giving written notice of its election to cancel to OWNER.

c) OWNER agrees that during any period of repair, restoration and/or reconstruction, OWNER will exercise its best efforts to designate a site TENANT may use to place temporary transmission and reception facilities, provided such site is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. In the event the Parties cannot reasonably agree on a mutually acceptable alternative location on the Property, TENANT shall have the right to terminate this Lease immediately upon written notice to OWNER without incurring any further financial liability to OWNER for such early termination.

8) INDEMNIFICATION AND INSURANCE

a) Except for negligence of willful misconduct by OWNER, its employees, contractors or agents, TENANT hereby agrees to indemnify, defend and hold OWNER harmless from and against any and all claims, business interference, injury, loss, damage, liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) to the extent that they result from or arise out of the acts or omissions of TENANT, its agents, invitees, employees or independent contractors in, on or about the Tower and/or the Leased Site ("Claims"). OWNER: (i) shall promptly provide TENANT with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide TENANT with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of TENANT; and (iii) shall fully cooperate with TENANT in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve TENANT of its indemnity obligation, except (1) to the extent TENANT can show it was prejudiced by the delay; and (2) TENANT shall not be liable for any settlement or litigation expenses incurred before the time when notice is given. Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, TENANT and OWNER each waives any claims that each may have

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against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

b) TENANT shall provide OWNER with a certificate of insurance issued by an insurance company eligible to do business in Texas indicating that TENANT carries commercial general liability insurance including contractual liability coverage with limits of liability thereunder of \$1 million combined single limit, per occurrence and in the aggregate, for bodily injury and/or property damage. Such insurance shall include OWNER as an additional insured with respect to matters arising out of TENANT's use of and operations at the Leased Site. OWNER'S additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by TENANT, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of OWNER, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of OWNER, its employees, agents or independent contractors; and, (iii) not exceed TENANT'S indemnification obligation under this Agreement. TENANT will provide OWNER with a renewal certificate within ten (10) business days of OWNER's written request for such certificate. Any insurance required to be provided by TENANT under this Paragraph 8 may be provided by a blanket insurance policy covering the Leased Site and other locations of TENANT, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. TENANT shall also provide OWNER evidence that it maintains workers' compensation insurance in compliance with statutory requirement of the State of Texas and automobile liability coverage with a \$500,000 limit. TENANT shall have the right to self-insure the coverages required in subsection 8(b), provided TENANT or its parent company maintains a minimum tangible net worth in excess of Two Hundred Million Dollars (\$200,000,000.00). In the event TENANT elects to establish a program of self insurance for any policies of insurance required hereunder, TENANT must first provide written notice to OWNER of such election together with TENANT's standard letter of self-insurance.

c) TENANT shall provide at least thirty (30) days prior written notification to OWNER of cancellation of any required coverage that is not replaced.

d) TENANT agrees to indemnify and save harmless OWNER from and against the payment of any deductible and from the payment of any premium on any of TENANT's insurance policy ~~required to be furnished by this Lease~~.

e) TENANT shall endeavor to require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which TENANT is required to obtain under the terms of this paragraph with appropriate limits of insurance.

~~f) Once during the Initial Term and once during each Renewal Term, OWNER may review the insurance coverages to be carried by TENANT. If OWNER reasonably determines that higher limits of coverage are necessary to protect the interests of OWNER, TENANT shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.~~

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9) UTILITIES

TENANT shall be responsible directly to the serving entities for all utilities required by TENANT's use of the Leased Site, however, OWNER agrees to cooperate with TENANT in its efforts to obtain utilities from any location provided by the OWNER or the servicing utility. Should electric power be provided by OWNER, TENANT will install an electric meter and TENANT's usage shall be read by OWNER (or, at TENANT's option and cost, by a meter reading service selected by TENANT) on a monthly basis and the cost of electricity used by TENANT shall be paid monthly by TENANT to OWNER, upon thirty (30) days written notice thereof, as a payment separate from Rent. OWNER may charge a reasonable meter reading fee but agrees that it will not include a markup on the utility charges. If TENANT submeters electricity from OWNER, OWNER agrees, to the extent feasible, to give TENANT at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. OWNER acknowledges that TENANT provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the ~~event of~~ interruption ~~is for an extended period of time,~~ in TENANT's reasonable determination, OWNER agrees to allow TENANT the right to bring in a temporary source of power for the duration of the interruption. OWNER will not be responsible for interference with, interruption of or failure, beyond the control of OWNER, of such services to be furnished or supplied by OWNER. OWNER agrees to grant to any utility company providing utility services to TENANT, an easement for the purpose of constructing, operating and maintaining utilities to provide such services to the Leased Site. Such easement shall be in a location to be approved by OWNER, which approval shall not be unreasonably withheld, conditioned or delayed. Upon TENANT's or a utility company's request, OWNER will execute a separate recordable easement evidencing this grant.

10) RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER

TENANT's Antenna Facilities shall remain personal to and the property of TENANT. OWNER waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; OWNER consents to TENANT's right to remove all or any portion of the Antenna Facilities from time to time in TENANT's sole discretion and without OWNER's consent. At the termination or expiration of this Lease, TENANT shall, within ninety (90) days, (A) remove its Antenna Facilities, (B) repair any damage caused by such removal, (C) with respect to any land leased, remove all of its equipment, other than utilities or foundations that are at or below grade, and (D) otherwise surrender the Leased Site at the expiration of the term (as the same may have been extended or the earlier termination thereof) in good condition, ordinary wear and tear, damage by fire and other casualty excepted.

11) TENANT DEFAULTS

a) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by TENANT:

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i) The failure by TENANT (A) to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, or (B) to maintain any insurance required by Paragraph 8, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by TENANT from OWNER.

ii) The failure by TENANT to observe or perform any of the covenants or provisions of this Lease to be observed or performed by TENANT, other than as specified in Paragraph 11.a.(i), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by TENANT from OWNER; provided, however, that it shall not be deemed an Event of Default by TENANT if TENANT shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion, if during such thirty (30) day period TENANT gives written notice to OWNER explaining in detail why the EVENT of Default cannot be cured in thirty (30) days, outlines the plan to cure the Event of Default and states the date by which the Event of Default will be cured.

b) If there occurs an Event of Default by TENANT, in addition to any other remedies available to OWNER at law or in equity, OWNER shall have option to terminate this Lease and all rights of TENANT hereunder, upon thirty (30) days prior written notice to TENANT.

c) If there occurs an Event of Default by TENANT and the Lease is terminated, OWNER shall have the right to re-enter the Leased Site and remove persons or property from the Leased Site or the Tower if TENANT fails to do so within sixty (60) days from the termination date of the LEASE.

(d) The following will be deemed a default by OWNER and a breach of this Agreement: (i) failure to provide access to the Leased Site or to cure an interference problem within forty-eight (48) hours after receipt of written notice of such default; or (ii) OWNER's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from TENANT specifying the failure. No such failure, however, will be deemed to exist if OWNER has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of OWNER. If OWNER remains in default beyond any applicable cure period, TENANT will have: (i) the right to cure OWNER's default and to deduct the reasonable and necessary costs of such cure from any monies due to OWNER from TENANT; (ii) terminate this Agreement; and (iii) any and all other rights available to it under law and equity.

12) NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice), or via nationally recognized overnight carrier. Notice by any other method (whether by hand-delivery, overnight delivery service, or otherwise) shall only be deemed effective upon receipt by the

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intended recipient. Should OWNER or TENANT have a change of address, the other party shall immediately be notified as provided in this Paragraph of such change. Unless OWNER otherwise specifies in writing, Rent checks from TENANT shall be sent to the person listed below to whom notices are sent.

TENANT:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/DA03927A

OWNER:

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

13) SALE OR TRANSFER BY OWNER

Should OWNER, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of OWNER's Property to any transferee other than TENANT, then such transfer shall be under and subject to this Lease and all of TENANT's rights hereunder. In the event of a change in ownership, transfer or sale of the OWNER's Property, within ten (10) business days of such transfer, OWNER or its successor will send the documents listed below in this subsection (b) to TENANT. Until TENANT receives all such documents, TENANT shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. New IRS Form W-9
- ii. Full contact information for new OWNER including all phone number(s)
- iii. Copy of deed or other instrument of transfer

14) HAZARDOUS SUBSTANCES

a) TENANT represents and warrants that its use of the Leased Site herein will not generate any hazardous substance in violation of applicable laws or regulations, and it will not store or dispose on the Leased Site nor transport to or over the Leased Site any hazardous substance in violation of any laws or regulations relating thereto. TENANT further agrees to hold OWNER harmless from, indemnify and defend OWNER against any release of any such hazardous substance by TENANT and any damage, loss, or expense or liability resulting from such release including all

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attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of OWNER, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. OWNER shall indemnify TENANT for all losses or damage caused by any Hazardous Substances, including the cost of any investigation or remediation, or other actions required to comply with applicable law, except those brought onto the OWNER's Property or Leased Site by TENANT. OWNER has no knowledge of any Hazardous substance located on or about the OWNER's Property, nor will OWNER allow any such substance or hazardous condition to exist. To the extent allowed by law, OWNER agrees to hold harmless and indemnify TENANT from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of OWNER for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from subsurface or other contamination of the OWNER's Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of the OWNER during the Term. In the event TENANT becomes aware of any hazardous materials on the OWNER's Property, or any environmental, health or safety condition or matter relating to the OWNER's Property, that were not caused by TENANT and, in TENANT's sole determination, renders the condition of the Leased Site or OWNER's Property unsuitable for TENANT's use, or if TENANT believes that the leasing or continued leasing of the Leased Site would expose TENANT to undue risks of liability to a government agency or third party, TENANT will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice, as required by Paragraph 11.d.(ii), to OWNER.

15) CONDEMNATION

a) In the event the whole of OWNER's Property, including without limitation the Leased Site and the Tower, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Lease shall forthwith automatically cease and terminate.

b) In the event any portion of the Leased Site or the Tower shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then OWNER agrees that TENANT may use and/or construct upon an alternative portion of OWNER's Property, as selected by OWNER, which is equally suitable for TENANT's purposes, provided such space is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. OWNER will designate a site to which TENANT may relocate prior to the taking, condemnation or sale. In the event no alternative portion

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of the OWNER's Property (or other property owned or controlled by OWNER) is equally suitable for the purposes of TENANT, then this Lease shall forthwith automatically cease and terminate.

c) OWNER shall receive the entire condemnation award for land, the Tower and such other improvements as are paid for by OWNER, and TENANT hereby expressly assigns to OWNER any and all right, title and interest of TENANT now or hereafter arising in and to any such award. TENANT shall have the right to recover from such authority, but not from OWNER, any compensation as may be awarded to TENANT on account of the leasehold interest, moving and relocation expenses, and depreciation to and removal of the personal property and fixtures of TENANT.

16) LIENS

TENANT shall keep the Leased Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within sixty (60) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which OWNER permits TENANT to perform on the Leased Site shall be deemed to be for the use and benefit of OWNER so that no mechanic's or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

17) TAXES

a) OWNER shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of OWNER, including any such taxes that may be calculated by the taxing authority using any method, including the income method. TENANT shall be liable for and shall pay to the applicable taxing authority, if billed directly to TENANT, or to OWNER if billed to OWNER, upon thirty (30) days prior written notice from OWNER, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by TENANT in or about the Leased Site.

b) TENANT shall ~~pay as additional rent~~ reimburse OWNER for any increases in real property taxes levied against OWNER's Property, including the Tower, that are as a direct and sole result of the ~~improvements~~ Antenna Facilities constructed by TENANT on the Leased Site. Nothing herein shall require TENANT to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon OWNER. OWNER shall provide TENANT with copies of all assessment notices on or including the Leased Site within thirty (30) days after receipt by OWNER, along with sufficient written documentation detailing any assessment increases attributable to the ~~leasehold improvements~~ Antenna Facilities, if available. If OWNER does not provide such notice or notices to TENANT in a timely manner and TENANT's rights with respect to such taxes are prejudiced by the delay, OWNER shall reimburse TENANT for any increased costs directly resulting from the delay. TENANT shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Site by such appellate or other proceedings as may be

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appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as TENANT may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of OWNER, TENANT, or both, with respect to the valuation of the Leased Site. OWNER shall cooperate in the institution and prosecution of any such proceedings and will execute the relevant documents required therefor. The expense of any such proceedings shall be borne by TENANT and any refunds or rebates secured as a result of TENANT's action shall belong to TENANT.

c) TENANT shall have the right but not the obligation to pay any taxes due by OWNER hereunder if OWNER fails to timely do so, in addition to any other rights or remedies of TENANT. In the event that TENANT exercises its rights under this Section 17(c) due to such OWNER default, TENANT shall have the right to deduct such tax amounts paid from any monies due to OWNER from TENANT.

18) QUIET ENJOYMENT AND NON-INTERFERENCE

a) OWNER warrants and agrees that TENANT, upon paying the Rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Site. Owner shall nevertheless continue to have access to the Leased Site as set forth herein.

b) OWNER hereby grants to TENANT, as a primary inducement to TENANT's entering into this Lease, the right to install its Antenna Facilities on the Tower (as set forth and listed on Exhibits "B" and "C") and operate its communications facility on the Tower and the ground space portion of the Leased Site (as set forth on Exhibit "B"). Where there are existing radio frequency user(s) on the OWNER's Property, OWNER will provide TENANT, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the OWNER's Property to allow TENANT to evaluate the potential for interference. ~~TENANT's represents and warrants that its~~ use and operation of its Antenna Facilities shall not interfere with existing radio frequency user(s) on the OWNER's Property so disclosed by OWNER, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. If TENANT's Antenna Facilities cause such interference, TENANT shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, TENANT shall immediately cease operating its facilities, except for intermittent testing, until the interference has been eliminated. If the interference cannot be eliminated within ~~twenty-three~~ (30) days, OWNER may terminate this Lease as its sole and exclusive remedy. TENANT's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with OWNER's operations or related repair and maintenance activities or with such activities of other pre-existing tenants. TENANT agrees to cease all such actions which materially interfere with OWNER's use of the Leased Site immediately upon actual notice of such interference, provided however, in such case, TENANT shall have the right to terminate the Lease.

c) OWNER, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain alter or improve the Leased Site in connection with its operations as may be necessary, including leasing parts of OWNER's Property and Tower to

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others, subject to non-disturbance with TENANT's use or Antenna Facilities. From time to time, OWNER may grant to other entities the right to operate communications facilities at the Leased Site and/or the right to install antennas in connection with the operation of such facilities or other communications facilities, provided that OWNER will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Antenna Facilities, the operations of TENANT or the rights of TENANT under this Lease. OWNER will notify TENANT in writing prior to granting any third party the right to install and operate communications equipment on the OWNER's Property. OWNER will not, nor will OWNER permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Antenna Facilities, the operations of TENANT or the rights of TENANT under this Lease.

d) For the purposes of this provision, "interference" may include, but is not limited to, any other use on the Property or any other use on OWNER's other properties that causes electronic, physical or obstruction interference with, or degradation of the communications signals from TENANT's facility. In general, pre-existing facilities expressly excluded, so long as such facilities are operating in accordance with all applicable laws and regulations, the parties agree that the physical location within One Hundred Thirty feet (130') of TENANT's facility of another communications facility may cause interference. If TENANT notifies OWNER that there is interference, OWNER will cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from TENANT, and if such interference is not cured within forty-eight (48) hours, TENANT will have the option to (i) terminate this Agreement by giving OWNER ten (10) days' written notice of its election to terminate, or (ii) if TENANT elects not to terminate this Agreement, OWNER agrees to allow TENANT, in place of OWNER, and to take any action, in law or in equity, necessary to cause the interfering tenant or licensee to eliminate such interference. TENANT acknowledges that its grant does not exclude other communication facilities on the Property (other than the Premises) and TENANT agrees to reasonably cooperate with OWNER and other potential communication facility operators as to their proposed operations not inconsistent with this Agreement.

19) COORDINATION OF OPERATION

As a consequence of the proposed twenty-four (24) hour daily basis of operation by TENANT, OWNER acknowledges that any action undertaken or permitted by OWNER in making repairs, alterations, additions or improvements to the Tower that might interfere with, suspend, cut-off or terminate access to or use by TENANT of the Leased Site or TENANT's Antenna Facilities, including without limitation, air-conditioning and utilities thereto, could cause inconvenience, expense and economic loss to TENANT. Therefore, OWNER agrees (i) to use its best efforts to minimize such inconvenience, possible loss or expense to TENANT by using its best efforts not to cause or permit any interruption or interfere with the operations of TENANT's antennas or equipment, particularly during the hours of 4:00 p.m. to 7:00 p.m. on any weekday, and (ii) except in emergency situations, as determined to exist by the OWNER, to give TENANT sixty (60) days advance notice of any normal or routine repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Tower and the Leased Site or of any planned shutdowns associated with the

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Tower for scheduled or routine maintenance that might adversely affect the operation of TENANT's communications facility or Antenna Facilities.

20) BROKERS

OWNER and TENANT represent to each other that they have not negotiated with any real estate broker in connection with this Lease.

21) ESTOPPEL CERTIFICATES

a) TENANT, at the request of OWNER, shall provide OWNER with a certificate stating: (i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (ii) whether or not, to TENANT's knowledge, there are then existing any set-offs, or defenses against the enforcement by OWNER of any of TENANT's agreements, terms, covenants or conditions hereof (and, if so specifying the same); and (iii) the dates, if any, to which the rent has been paid in advance.

b) OWNER, at the request of TENANT, shall provide TENANT with a certificate stating: (i) that OWNER recognizes TENANT's right to TENANT's antennas, equipment and other property; (ii) that TENANT has the right to remove TENANT's equipment and other property from the Leased Site notwithstanding that same may be considered a fixture under local law; and (iii) that OWNER has no interest in and disclaims any interest to TENANT's equipment and other property. Requests in excess of one (1) per year shall require TENANT to pay OWNER five hundred dollars (\$500.00) to cover OWNER's cost of providing the certificate.

22) MISCELLANEOUS PROVISIONS

a) OWNER warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Leased Site and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on OWNER's Property that would affect this Lease.

b) This Lease, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between OWNER and TENANT, and no verbal agreements or understandings shall be binding upon either OWNER or TENANT, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by the parties.

c) OWNER agrees that OWNER's Property (including, without limitation, the Tower), and all improvements, comply and during the term of this Lease shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at OWNER's sole cost and expense.

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d) This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas.

e) This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Site and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

f) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

g) TENANT agrees that TENANT's property (including, without limitation, the Antenna Facilities), and TENANT's use of the Leased Site, comply and during the term of this Lease shall continue to comply with all [applicable](#) building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at TENANT's sole cost and expense.

h) If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

i) The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

j) Only qualified and adequately insured agents, contractors or persons under TENANT's direct supervision will be permitted to climb the Tower or to install or remove TENANT's Antenna Facilities from the Tower. OWNER retains the right to permit its own employees and agents and employees and agents of subsequent users of the Tower, to climb the Tower for all purposes that do not interfere with the TENANT's use of the Tower, as long as such subsequent users comply with the non-interference provisions of this Lease.

k) Concurrently with the execution of this Lease, OWNER shall execute before a notary and deliver to TENANT for recording a "Memorandum of Lease Agreement" in the form attached as Exhibit "D", with the same Exhibits "A", "B", and "C" as are attached to this Lease. Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of such jurisdiction. Concurrently with termination of this Lease TENANT shall execute before a notary public and deliver to OWNER and acknowledgement of Lease termination.

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IN WITNESS WHEREOF, OWNER and TENANT have duly executed this Lease as of the date first above written.

TENANT:

T-Mobile West LLC, a Delaware limited liability company

By: _____
Name: Harlan Kickhoefer
Title: Sr. Director, Network Engineering & Operations
Date: _____

OWNER:

CITY OF CELINA

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

Being a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being a portion of a tract of land as described in instrument to Lucas Celina 209, Ltd., as recorded in Document No. 20070109000040530 of the Land Records of Collin County, Texas, and being more particularly described as follows:

Commencing at a 5/8 inch iron rod found with yellow cap at the southeast corner of said Lucas Celina 209 tract, said corner also being the southwest corner of a tract of land as described in instrument to Forestar/RPG Land Company, L.L.C., Tract 1, as recorded in Document No. 20070221000239380 of the Land Records of Collin County, Texas;

Thence North 00 degrees 36 minutes 37 seconds West along an east line of said Lucas Celina 209 tract and a west line of said Forestar/RPG tract a distance of 1,500.17 feet to a 5/8 inch iron rod found for an angle point;

Thence North 30 degrees 59 minutes 39 seconds East continuing along a southeasterly line of said Lucas Celina 209 tract and a northwesterly line of said Forestar/RPG tract a distance of 993.25 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the Point of Beginning;

Thence North 59 degrees 00 minutes 21 seconds West departing the southeasterly line of said Lucas Celina 209 tract and the northwesterly line of said Forestar/RPG tract a distance of 400.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars"

Thence North 30 degrees 59 minutes 39 seconds East, a distance of 435.60 feet to a 5/8 inch iron rod set with cam stamped "Huitt-Zollars"

Thence South 59 degrees 00 minutes 21 seconds East a distance of 400.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" on a southeasterly line of said Lucas Celina 209 tract and a northwesterly line of said Forestar/RPG tract;

Thence South 30 degrees 59 minutes 39 seconds West along a southeasterly line of said Lucas Celina 209 tract and a northwesterly line of said Forestar/RPG tract a distance of 435.60 feet to the point of Beginning and containing 4.000 acres of land, more or less.

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EXHIBIT "B"

DESCRIPTION OF LEASED SITE

15' X 29' LEASE AREA

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found with cap marked "Huitt Zollars" for the most southerly corner of said Lot 1, Block A, Water Tower Addition At Light Farms, same being the most southerly westerly corner of Light Farms Phase 2A, The Bluestem Neighborhood, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2014-392, Map Records, Collin County, Texas, and being on the northeasterly right-of-way line of Light Farms Way (215' public right-of-way at this point);

THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 02 seconds West, a distance of 10.00 feet to a Point;

THENCE through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, North 30 degrees 57 minutes 58 seconds East, a distance of 336.60 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following four (4) courses:

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1. North 59 degrees 02 minutes 01 seconds West, a distance of 15.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
2. North 30 degrees 57 minutes 58 seconds East, a distance of 29.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
3. South 59 degrees 02 minutes 01 seconds East, a distance of 15.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
4. South 30 degrees 57 minutes 58 seconds West, a distance of 29.00 feet to the POINT OF BEGINNING hereof and containing 0.0100 acres or 435 square feet of land, more or less.

15' ACCESS EASEMENT

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found with cap marked "Huitt Zollars" for the most southerly corner of said Lot 1, Block A, Water Tower Addition At Light Farms, same being the most southerly westerly corner of Light Farms Phase 2A, The Bluestem Neighborhood, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2014-392, Map Records, Collin County, Texas, and being on the northeasterly right-of-way line of Light Farms Way (215' public right-of-way at this point);

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THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 01 seconds West, a distance of 365.58 feet to the POINT OF BEGINNING hereof;

THENCE continuing along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 01 seconds West, a distance of 15.00 feet to a Point;

THENCE through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following fifteen (15) courses:

1. North 30 degrees 59 minutes 25 seconds East, a distance of 372.74 feet to a Point;
2. Along a curve to the right having a radius of 45.00 feet, an arc distance of 70.69 feet, through a central angle of 90 degrees 00 minutes 24 seconds, and whose chord bears North 75 degrees 59 minutes 37 seconds East, a distance of 63.64 feet to a Point;
3. South 59 degrees 00 minutes 11 seconds East, a distance of 157.47 feet to a Point;
4. Along a curve to the right having a radius of 45.00 feet, an arc distance of 14.77 feet, through a central angle of 18 degrees 48 minutes 43 seconds, and whose chord bears South 49 degrees 35 minutes 49 seconds East, a distance of 14.71 feet to a Point;
5. South 40 degrees 11 minutes 27 seconds East, a distance of 43.06 feet to a Point;
6. Along a curve to the right having a radius of 45.00 feet, an arc distance of 35.37 feet, through a central angle of 45 degrees 01 minutes 59 seconds, and whose chord bears South 17 degrees 40 minutes 28 seconds East, a distance of 34.47 feet to a Point;
7. South 48 degrees 48 minutes 38 seconds East, a distance of 72.95 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner of the lease area described hereon;

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8. Along the west line of said lease area, South 30 degrees 57 minutes 58 seconds West, a distance of 15.24 feet to a Point;
9. North 48 degrees 48 minutes 38 seconds West, a distance of 84.26 feet to a Point;
10. Along a curve to the left having a radius of 30.00 feet, an arc distance of 30.62 feet, through a central angle of 58 degrees 29 minutes 13 seconds, and whose chord bears North 10 degrees 56 minutes 51 seconds West, a distance of 29.31 feet to a Point;
11. North 40 degrees 11 minutes 27 seconds West, a distance of 43.06 feet to a Point;
12. Along a curve to the left having a radius of 30.00 feet, an arc distance of 9.85 feet, through a central angle of 18 degrees 48 minutes 43 seconds, and whose chord bears North 49 degrees 35 minutes 49 seconds West, a distance of 9.81 feet to a Point;
13. North 59 degrees 00 minutes 11 seconds West, a distance of 157.47 feet to a Point;
14. Along a curve to the left having a radius of 30.00 feet, an arc distance of 47.13 feet, through a central angle of 90 degrees 00 minutes 24 seconds, and whose chord bears South 75 degrees 59 minutes 37 seconds West, a distance of 42.43 feet to a Point;
15. South 30 degrees 59 minutes 25 seconds West, a distance of 372.74 feet to the POINT OF BEGINNING hereof and containing 0.2603 acres or 11,340 square feet of land, more or less.

[06/04/1805/22/1804/25/1804/24/18](#)

Site Name: City of Celina
 Site Number: DA03927A

10' UTILITY & FIBER EASEMENT

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found with cap marked "Huitt Zollars" for the most southerly corner of said Lot 1, Block A, Water Tower Addition At Light Farms, same being the most southerly westerly corner of Light Farms Phase 2A, The Bluestem Neighborhood, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2014-392, Map Records, Collin County, Texas, and being on the northeasterly right-of-way line of Light Farms Way (215' public right-of-way at this point);

THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 02 seconds West, a distance of 10.00 feet to a Point;

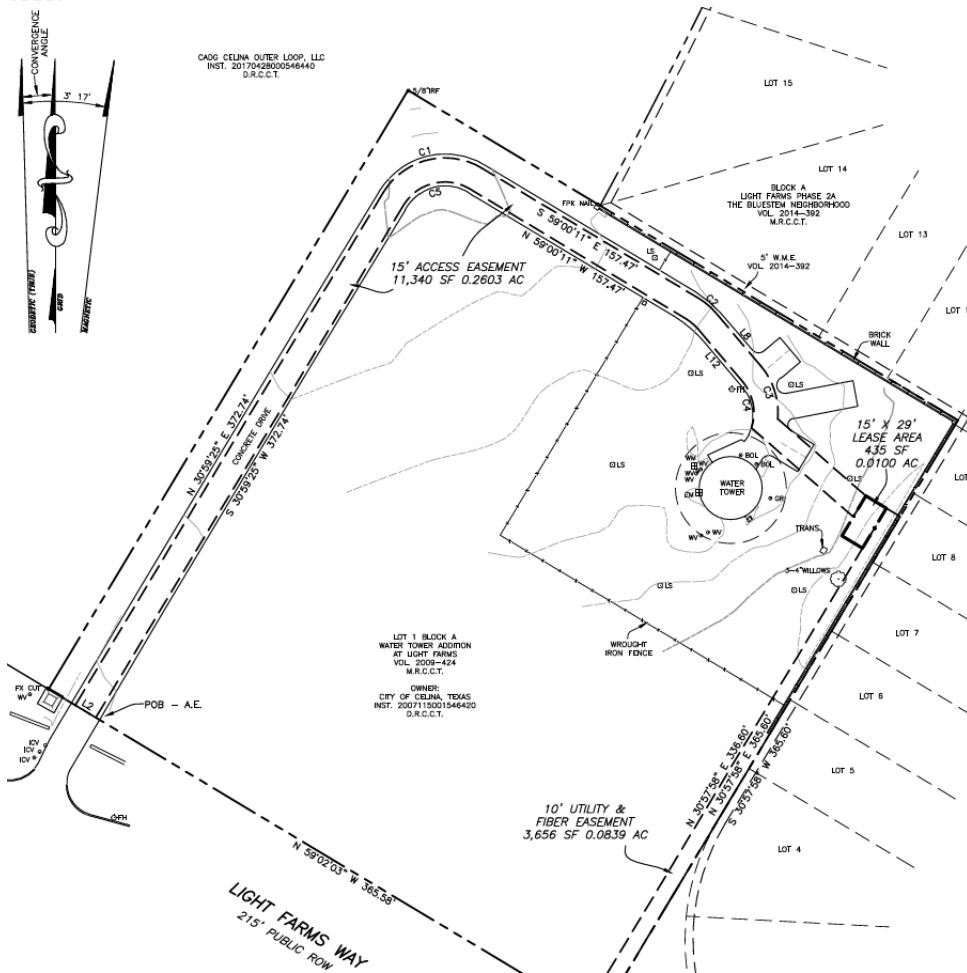
THENCE through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following two (2) courses:

1. North 30 degrees 57 minutes 58 seconds East, a distance of 365.60 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northeast corner of the lease area described hereon;
2. South 59 degrees 02 minutes 02 seconds East, a distance of 10.00 feet to a Point on the southeasterly line of said Lot 1, Block A, Water Tower Addition At Light Farms, same being most southerly northwesterly line of Light Farms Phase 2A, The Bluestem Neighborhood;

[106/04/1805/22/1804/25/1804/24/18](#)

Site Name: City of Celina
 Site Number: DA03927A

THENCE along the southeasterly line of said Lot 1, Block A, Water Tower Addition At Light Farms, same being most southerly northwesterly line of Light Farms Phase 2A, The Bluestem Neighborhood, South 30 degrees 57 minutes 58 seconds West, a distance of 365.60 feet to the POINT OF BEGINNING hereof and containing 0.0839 acres or 3,656 square feet of land, more or less.

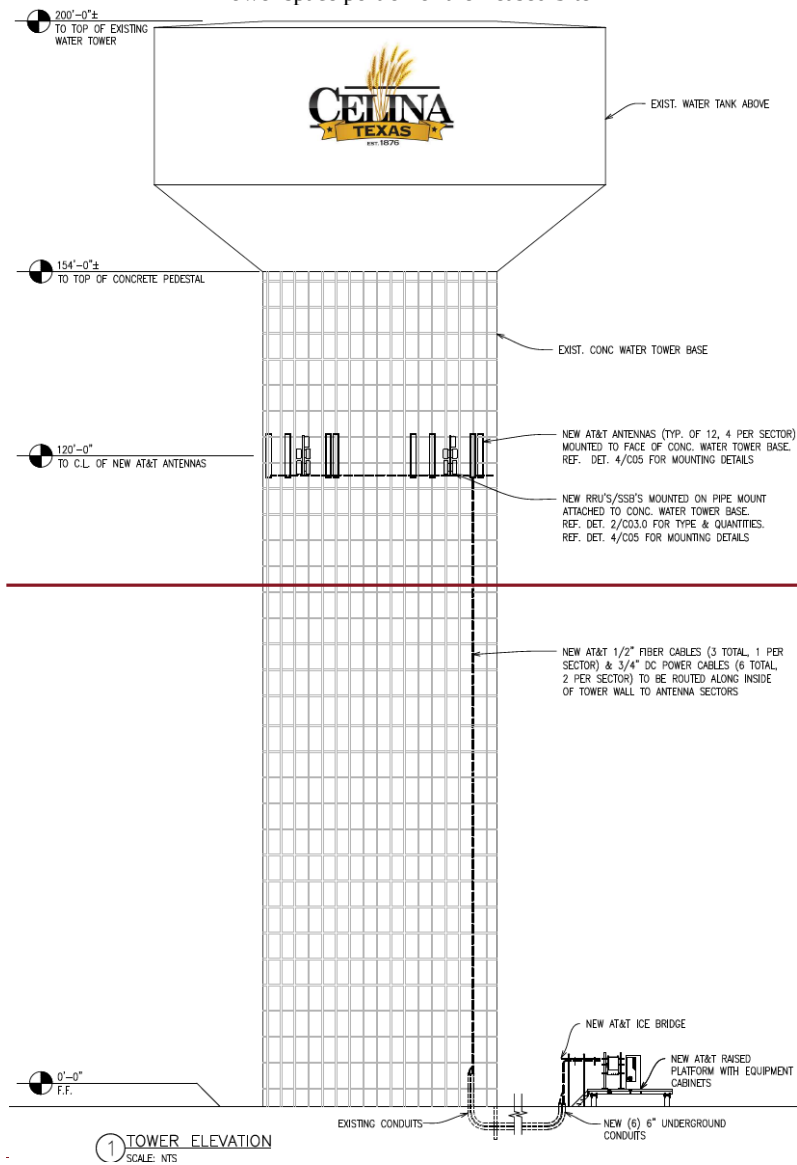


10/6/04/1805/22/1804/25/1804/24/18

-26-

Site Name: City of Celina
Site Number: DA03927A

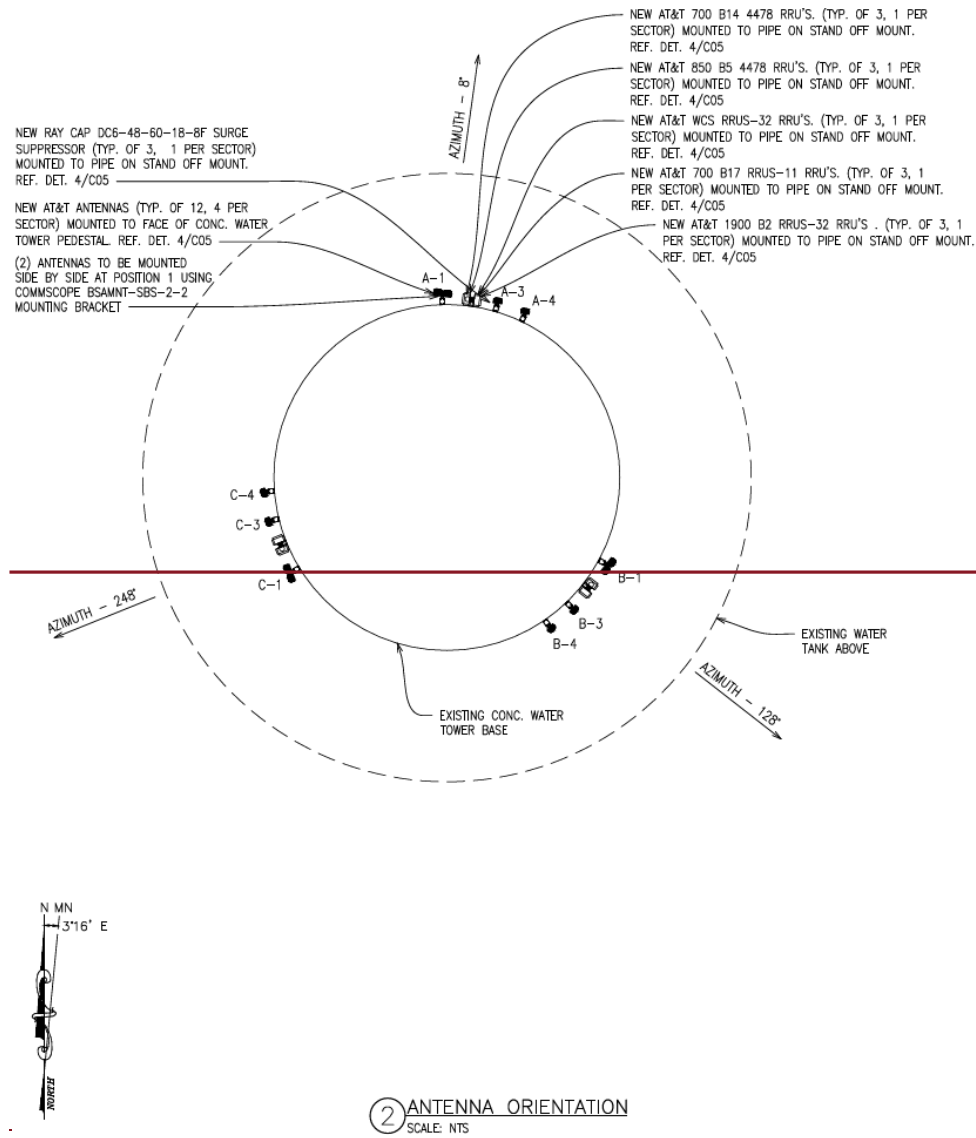
EXHIBIT "C"
Tower space portion of the Leased Site



Commented [ME2]: This should be revised---curr shows AT&T's equipment (?)

06/04/1805/22/1804/25/1804/24/18

Site Name: City of Celina
Site Number: DA03927A



106/04/1805/22/1804/25/1804/24/18

-28-

Site Name: City of Celina
Site Number: DA03927A

EXHIBIT "D"

MEMORANDUM OF LEASE AGREEMENT

This Memorandum made this ____ day of _____, 2018, between the CITY OF CELINA, TEXAS, with its principal mailing address of 142 North Ohio Street, Celina, Texas 75009, hereinafter designated OWNER, T-Mobile West LLC, a Delaware limited liability company, hereinafter designated TENANT, having a mailing address of 12920 SE 38th St, Bellevue, WA 98006 04, for a term of five (5) years with the right to renew for four (4) additional five (5) year terms, plus automatic one (1) year renewals thereafter, unless terminated in accordance with the terms of the Agreement Lease. A copy of the Agreement is on file at the principal office of the OWNER and the TENANT.

1. OWNER hereby leases to TENANT a portion of that certain space on the OWNER's water tower, hereinafter referred to as the Water Tower, located at 1803 Light Farms Way, Prosper, Texas 75078, and more particularly described on attached Exhibit "A", together with a parcel of land sufficient for the installation of TENANT's equipment building as shown on Exhibit "B", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a twenty five (25) foot wide right-of-way extending from the nearest public right-of-way, to the demised premises, and the non-exclusive right for the installation and maintenance of Antenna Facilities, as such is further defined in the Lease, which may include but not be limited to Antennas, utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the demised premises, said demised premises and rights-of-way being substantially as described herein in Exhibit "B" and attached hereto and made a part hereof.

2. The Agreement commences on the first (1st) day of the month following the date Commencement Date, as such is defined in the Agreement Lease is executed by the parties or the first (1st) day of the month following the date TENANT is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

3. The terms, covenants and provisions of the Agreement Lease of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of OWNER and TENANT.

IN WITNESS WHEREOF, hereunto OWNER and TENANT have caused this Memorandum to be duly executed on the day and year first written above.

06/04/1805/22/1804/25/1804/24/18

Site Name: City of Celina
Site Number: DA03927A

OWNER:**CITY OF CELINA**

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

T-Mobile West LLC, a Delaware limited liability
company

By: _____
Name: Harlan Kickhoefer
Title: Sr. Director, Network Engineering &
Operations
Date: _____

Site Name: City of Celina
Site Number: DA03927A

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ on behalf of said City. He is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF TEXAS

My commission expires:

(Printed, Typed or Stamped Name of Notary)

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Harlan Kickhoefer , Sr. Director, Network Engineering & Operations T-Mobile West LLC, a Delaware limited liability company on behalf of said company.
He is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF TEXAS

My commission expires:

(Printed, Typed or Stamped Name of Notary)

06/04/1805/22/1804/25/1804/24/18



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Roof replacements at City Hall and Police Department

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Prime Source Construction in the amount of \$115,700 for roof replacement at City Hall, Senior Center, Library and Police Department. (Fourmentin)

Background Information:

These repairs are necessary due to the age of the roofs, type of materials originally used, and repetitive leaks and repairs.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Funded as part of the 2017-18 fiscal year budget.
The contractor is a member of The Interlocal Purchasing System.

Legal Review:

Attorney to review

Supporting Documents:

Proposals

Staff Recommendation:

Approve

PRIME SOURCE CONSTRUCTION

147 Ranchway Dr. Burleson, TX 76028 817-426-5000 FAX 817-426-5007

May 30, 2018

Attention: Martin Engelbert
City of Celina – City Hall/Library
100 N Ohio Street
Celina, TX 75009



ROOFING PROPOSAL

We are pleased to submit this proposal for installing a new roof at the Celina City Hall and Library located at 100 N Ohio Street in Celina, TX 75009 the property Owner(s). This proposal includes both labor and materials for the installation of a new Duro-Last Roof System as described below (approximately 15,800 sq. ft.).



Attachment: 0612 City Hall Roof (Roof replacements PD and City Hall)

WORK INCLUDES

1. Remove and properly dispose of existing debris from roof surface.
2. Remove and reinstall existing Christmas lights.
3. Mechanically fasten 1 layer of ¼” Dexcell over existing roof surface.
4. Mechanically Fasten new white 50 mil Duro-Last roof system over Dexcell.
5. Terminate roof system to the outside edge of tower roofs using 1-3/4” metal fascia. Color to match existing as close as possible. (red)
6. Terminate parapet walls under existing parapet caps using standard termination bar. (blue)
7. Terminate exterior edges of awnings using 4” fascia with metal cover. (yellow) (color to match existing as close as possible)
8. Install plywood and nailers over stucco parapet walls and cover with Duro-Last parapet flashing. (green)
9. Terminate exterior edges of stucco parapets with 4” metal fascia. (green)
10. Raise and reset all A/C units as necessary for proper installation.
11. Install walk pads at all A/C units, ship ladders and roof hatches.
12. Install all related manufacturer required accessories including: vents, stacks, flashings, curbs, scuppers, edging, drains, etc.
13. Clean up and properly dispose of all roofing related debris.
14. Provide for Manufacturer’s inspection and acceptance of all completed work by a Factory Quality Assurance Inspector.
15. Furnish Owner with a standard Duro-Last Warranty covering Labor and Materials for 20 years and a 2 – year Prime Source Construction Workmanship Warranty. This shall not be pro-rated or contain exclusions for ponding water. This warranty shall be fully transferable if the building is sold during the warranty period.

EXCLUSIONS

1. Any structural deficiencies and/or conditions.
2. Plumbing, electrical and mechanical work.
3. Bonds, permits, testing and submittals.
4. Work not specified in line items above.

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project.
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Contractor shall not be responsible for existing building conditions such as but not limited to: trapped moisture in the existing roof, leaking roof, walls, windows, gutters, interior drains, pipes, air conditioning equipment, ducts, vents, fans, parapets, mansards, waterlines, electrical lines, masonry walls, adjacent roofs, skylights, trim, or existing water damage to interior of building (walls, ceilings, floors, etc.), hidden conduit within or below the existing roof system, multiple roofs, the existence of mold and/or asbestos containing materials, results of the placement of new materials on the existing roof, normal construction foot traffic, and spalling from fasteners on concrete decks.
5. Payment Schedule shall be as follows with all invoices due upon receipt:
 - A. 62% upon material delivery.
 - B. 28% upon substantial completion.
 - C. 10% upon issuance of warranty.
6. This proposal, if accepted, shall become the entire agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.
7. Price is good for delivery of materials for 60 days from the date of this proposal.

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

	\$ 91,200.00
8.25% Tax	\$ <u>N/A</u>
	\$ 91,200.00

ACCEPTED

Company: _____

Printed Name: _____

Respectfully Submitted,
 Brad Doty
 Prime Source Construction, Inc.

Authorized Signature: _____

Title: _____

Date: _____

Attachment: 0612 City Hall Roof (Roof replacements PD and City Hall)

PRIME SOURCE CONSTRUCTION

147 Ranchway Dr. Burleson, TX 76028 817-426-5000 FAX 817-426-5007

May 30, 2018

City of Celina – Police Station
110 N Colorado St
Celina, TX 75009



ROOFING PROPOSAL

We are pleased to submit this proposal for installing a new roof on the Celina Police Department for the property Owner(s). This proposal includes both labor and materials for the installation of a new Duro-Last Roof System as described below. (approx. 4,300 sq. ft.)

WORK INCLUDES

1. Remove and properly dispose of existing debris.
2. Install 3" EPS flute filler into flutes of metal roof.
3. Mechanically fasten .5" HD poly iso board over EPS.
4. Mechanically fasten new 50 mil Duro-Last roof system over insulation.
5. Encapsulate all parapets and terminate using 1 3/4" fascia bar and cover.
6. Terminate roof system into existing gutters using 1 3/4" fascia bar and cover.
7. Install all related manufacturer required accessories including: vents, stacks, flashings, curbs, scuppers, edging, drains, etc.
8. Clean up and properly dispose of all roofing related debris.
9. Provide for Manufacturer's inspection and acceptance of all completed work by a Factory Quality Assurance Inspector.
10. Furnish Owner with a standard Duro-Last Warranty covering Labor and Materials for 15 years. This shall not be pro-rated or contain exclusions for consequential damages or ponding water. This warranty shall be fully transferable if the building is sold during the warranty period.

EXCLUSIONS

1. Any structural deficiencies and/or conditions.
2. Plumbing, electrical and mechanical work.
3. Permits, testing and submittals.
4. Work not specified in line items 1-10.

Attachment: 612 PD Roof (Roof replacements PD and City Hall)

PROJECT TERMS AND CONDITIONS

1. Contractor shall carry Worker's Compensation and General Liability Insurance.
2. Contractor shall coordinate all schedules and work hours with the Owner or the designated representative. Standard work hours shall apply to this project.
3. Once work commences, Contractor shall proceed diligently to final completion.
4. Contractor shall not be responsible for existing building conditions such as but not limited to: trapped moisture in the existing roof, leaking roof, walls, windows, gutters, interior drains, pipes, air conditioning equipment, ducts, vents, fans, parapets, mansards, waterlines, electrical lines, masonry walls, adjacent roofs, skylights, trim, or existing water damage to interior of building (walls, ceilings, floors, etc.), hidden conduit within or below the existing roof system, multiple roofs, the existence of mold and/or asbestos containing materials, results of the placement of new materials on the existing roof, normal construction foot traffic, and spalling from fasteners on concrete decks.
5. Payment Schedule shall be as follows with all invoices due upon receipt:
 - A. 62% upon material delivery.
 - B. 28% upon substantial completion.
 - C. 10% upon issuance of warranty.
6. This proposal, if accepted, shall become the agreement between the parties. There are no agreements either express or implied that extend beyond the face of this proposal.
7. Price is good for delivery of materials for 30 days from the date of this proposal.

TOTAL VALUE OF ROOFING WORK AS OUTLINED ABOVE:

	\$ 24,500.00
8.25% Tax	\$ N/A
Total	\$ 24,500.00

ACCEPTANCE

If accepted the district will need to simply issue a Purchase Order to Prime Source Construction, Inc. by Fax 817-426-5007 or email Admin@PrimeSourceConstruction.com using the districts normal procedure. Be sure to include "TIPS PURCHASE" somewhere on the purchase order AND e-mail a copy to TIPSPO@TIPS-USA.com.

Should you have any questions or concerns please contact our office at the number listed above or the TIPS Hotline at 866-839-8477.

Respectfully Submitted,
 Brad Doty
 Prime Source Construction, Inc.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Swapna Konda, Engineer
 CC: Kim Brawner, Director of Engineering
 Date: June 12, 2018
 Re:

Action Requested:

Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Specialty Land Services LLC for Professional Consulting Services. (Brawner)

Background Information:

This agreement shall provide Professional Consulting Services for various City of Celina Departments in compliance with the “Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Consulting Licensure” of the Texas Board of Professional Engineers, and all applicable laws. The scope of services may vary from Project to Project shall be determined by City personnel or by mutual agreement between the City and the Consultant. The contract term shall commence on the date of execution by the City Council, or their authorized representative, and extend for a period of up to twelve (12) months thereafter with automatic annual renewals for up to five (5) years. The contract term may be extended by mutual agreement of the parties.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

None

Legal Review:

The City Attorney will review the proposed agreement for content and form

Supporting Documents:

Agreement

Staff Recommendation:

Approve

MASTER SERVICES AGREEMENT

Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the “Agreement”), made effective as of the date executed, is made between **Specialty Land Services LLC** a Texas corporation, (hereinafter referred to as “CONSULTANT”) whose mailing address is 1341 S Preston Rd., Celina, Texas 75009, and the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as “OWNER”), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity (“IDIQ”) basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1

Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.
- 1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Right of Way and Easement acquisition services, Land Purchases, Property Appraisal Services.
- 1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Term of Contract

- 2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.
- 2.2 The contract term may be extended by mutual agreement of the parties.

Article 3

Compensation and Method of Payment

- 3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.
- 3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.
- 3.3 The unit prices to be used for Time & Expense basis shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.
- 3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall remain the same unless revised per mutual agreement of the parties.
- 3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER 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 OWNER within 30 days of receipt of said invoice.

Article 4

Personnel and Equipment

- 4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
- 4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 5

Delays and Termination

- 5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6

Right of Entry

- 6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 7

Information Provided by Others

- 7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT 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. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants 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 8 Construction Activities

- 8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 8.2 CONSULTANT 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 9 Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.
- 9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER 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.

Article 10 Indemnification

- 10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 11 Conflicts of Interest

- 11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 12 Insurance

- 12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13 Assignment

- 13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT 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. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 14 Notices

- 14.1 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 commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

Telephone:

If intended for CONSULTANT:

Buddy Minett
Managing Member
1341 S Preston Rd., Ste A
Celina TX 75009Telephone: 972-
679-9488 (cell)
972-382-4747

Article 15 Standard of Care

- 15.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT 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. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 16 Entire Agreement

- 16.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT 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 OWNER and CONSULTANT.

Article 17

Independent Contractor

17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18

Audits and Records

18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19

Miscellaneous Provisions

- 19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.2 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 OWNER and CONSULTANT, 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.
- 19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.5 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.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED this _ day of _ , 20 _ .

OWNER:
City of Celina, Texas

CONSULTANT:
Specialty Land Services LLC

By:
Sean Terry, Mayor

By: _
Buddy Minett – Managing Member

Attest:
City Secretary

Attest: _
_____.

APPROVED AS TO FORM:

City Attorney

Attachment: Celina MSA_Specialty Land Services - rev 6-6-18 (MSA Specialty Land Services LLC)

*Exhibit "A"***EASEMENT & RIGHT-OF-WAY ACQUISITION SERVICES****SCHEDULE OF COMPENSATION**

\$2,500 per Parcel – “Base Rate”

Tracts containing more than one Easement or ROW parcel (including Temporary Construction Easements) will be charged 25% of the Base Rate, for each subsequent Easement or ROW parcel.

An additional charge will be applied to each Parcel requiring more than two (2) signatories, including multiple owners, trustees, etc. in the amount of \$300.00 for each signatory in excess of two.

Each Subordination or Release of Lien or Lienholder Consent - \$750.00

Fee Simple acquisitions are billed the greater of (a) the aforementioned rate or (b) 3% of the purchase price up to \$1,000,000, and 2% for amounts in excess of \$1,000,000.

In the event an acquisition proceeds to condemnation, an additional charge of \$500/parcel is applied.

Parcels assigned by the Client, but later deemed unnecessary or suspended, shall be billed the lesser of, \$2,500 or \$100/hour based upon hours of work performed on that parcel(s), with a minimum applicable charge of \$1,250 per Parcel.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jessica Matehuala, Assistant
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Glendenning Fireworks Agreement 2018

Action Requested:

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. (Matehuala)

Background Information:

The City of Celina uses the same agreement each year in order to launch fireworks for the Splash & Blast Festival on Saturday, June 30th 2018 on the land owned by Rex and Sherese Glendenning.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This **LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** (this “Agreement”) is entered into this ____ day of June, 2018, by and between the CITY OF CELINA (hereinafter collectively referred to as “CELINA”), and OLD CELINA LTD., REX GLENDENNING AND SHERESE GLENDENNING, CLAY GLENDENNING, ALEXANDRA SNODGRASS AND MADISON LEIGH LAVEY, individually (hereinafter collectively referred to as “OLD CELINA/GLENDENNING”):

P R E M I S E S:

WHEREAS, Old Celina/Glendenning owns a certain property located in the City of Celina, Texas (the “Property”), and containing approximately 210 acres, more or less, out of the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract No. 988, the Samuel McCullough Survey, Abstract No. 593, and the B.B.B. & C.R.R. Survey, Abstract No. 132 located in Collin County, Texas, and being the real property depicted on **Exhibit A** attached hereto and incorporated herein by reference for all purposes.

WHEREAS, Celina desires to temporarily occupy a portion of the Property (the “License Area”), more particularly depicted on **Exhibit B** attached hereto and incorporated herein by reference for all purposes, in order to set up and launch a city sponsored fireworks display, and

WHEREAS, Old Celina/Glendenning agrees that Magic in the Sky, LLC and its agent may occupy the License Area as warranted from June 28, 2018 through July 2, 2018 for the purpose of setting up and launching a fireworks display, and

WHEREAS, Old Celina/Glendenning desires that Celina agree to repair any damages or injury to the License Area and improvements thereon and to be indemnified and held harmless by Celina from all claims by others in connection with, or arising out of, Celina’s temporary occupancy and use of the License Area.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten Dollars (\$10.00), and the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged and confessed, Old Celina/Glendenning and Celina agree as follows:

1. **LICENSE**. Old Celina/Glendenning does hereby grant to Magic in the Sky, LLC a temporary license to use and occupy the License Area (the “License”) for the limited purpose of setting up and launching a fireworks display sponsored by Celina (the “Fireworks Display”); provided, however, that the License shall be limited to the time period beginning June 28, 2018 and ending July 2, 2018 (the “License Period”).

2. **INDEMNIFICATION OF OLD CELINA/GLENDENNING**. Celina, its successors, heirs and assigns (together with any person assuming their obligations, being herein called the “Indemnitor”) shall indemnify, defend and hold harmless Old Celina/Glendenning, his family members, partners, employees,

affiliated entities and controlling persons (Old Celina/Glendenning and each such other person or entity being herein called the “Indemnitee”) from and against any and all losses, claims, damages, and liabilities, joint or several, including all expenses, including fees and disbursements of counsel, reasonably incurred by any Indemnitee in connection with the use or occupancy by Celina of the License Area and/or the preparation for or defense of any claim, action or proceeding, whether or not resulting in any liability, as incurred, to which an Indemnitee may become subject under any applicable federal or state law or otherwise caused by or arising out of any event related to the Fireworks Display on the License Area; or for the intentional torts, gross negligence, recklessness, willful misconduct, criminal acts, bad faith, substantial breach of agreement and negligence of the Indemnitor in the course of its limited use of the License Area.

3. **NOTICE OF CLAIM.** Promptly after the occurrence of any damage or injury to the License Area or improvements located thereon or receipt by an Indemnitee of notice of any claim or commencement of any action or proceeding in connection with any matter related to Indemnitor’s activities in connection with the rights granted to Indemnitor in this Agreement, such Indemnitee will immediately notify the Indemnitor in writing of such claims or of the commencement of such action or proceeding, as applicable, and if requested by such Indemnitee, the Indemnitor shall assume the defense of such action, including the employment of the Texas Municipal League as counsel for Indemnitor, and the payment of the fees and disbursements of such counsel. In the event such Indemnitee determines, in its reasonable judgment, that there is a conflict of interest by reason of having a common counsel, or if the Indemnitor fails to defend such action, then the Indemnitee may employ separate counsel satisfactory to the Indemnitee, to defend such action, and the Indemnitor shall pay, as incurred, the fees and disbursements of such counsel. The Indemnitee shall also notify the Indemnitor promptly of the assertion against the Indemnitee and/or the Indemnitor, or any of their controlling persons or affiliated entities, of any claim or of the commencement of any action or proceeding in connection with any such matter.

4. **REIMBURSEMENT OF EXPENSES.** The Indemnitor shall reimburse each Indemnitee for any out-of-pocket expenses incurred by such Indemnitee in the event that such Indemnitee’s personnel are required or requested by the Indemnitor to appear as witnesses in any action brought against the Indemnitor, whether or not such Indemnitee is named as a defendant.

5. **INSURANCE.** Prior to entering the License Area, Celina and the fireworks provider that will conduct the Fireworks Display (the “Fireworks Provider”) will each provide proof of Workman’s Compensation and Employer’s Liability and Business Automobile Liability and general liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, issued by an insurance company or companies rated by A.M. Best’s Rating Guide as “A-” or better, authorized to do business in the State of Texas, and Celina and the Fireworks Provider will add Old Celina/Glendenning as an additional insured on each policy. The underwriter and policy shall be acceptable to Old Celina/Glendenning in its sole discretion. Celina shall provide Old Celina/Glendenning with proof of said insurance no later than 5:00 p.m., Celina, Texas time, on Monday, June 25, 2018. In the event proof is not provided to Old Celina/Glendenning before such time, this Agreement, and all rights granted herein, shall be null and void and of no further force or effect.

6. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The terms of this Agreement shall be specifically performable in Collin County, Texas.

7. **COUNTERPART EXECUTION.** This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

8. **WAIVER OF GOVERNMENTAL IMMUNITY.** By executing this Agreement, Celina hereby waives sovereign immunity from suit for the limited purpose of enforcing this Agreement.

9. **AUTHORITY.** Each of the parties represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement.

10. **REPAIR.** By its use and occupancy of the License Area, Celina agrees that in the event of any damage to the License Area or Property or improvements located thereon, or to any surrounding property, resulting from Celina's or the Fireworks Provider's use or occupancy of the License Area, including, without limitation, damages arising from a violation of any state or federal environmental laws, Celina will immediately repair, remediate and take all other actions necessary to cause the License Area or Property, improvements and surrounding property damaged by such use or occupancy to be returned to the same condition as prior to Celina's use and occupancy of the License Area, including but not limited to compliance with all applicable federal and state environmental laws; and in the event the License Area, Property or improvements cannot be returned to the same condition, Celina will promptly pay Old Celina/Glendenning for the damage to the License Area, the Property and/or improvements thereon.

11. **APPROVAL BY RESOLUTION.** On or before Monday, June 25, 2018, Celina shall ratify this Agreement by resolution whereby (i) the Agreement is approved by Celina, and (ii) the individual executing this Agreement on behalf of Celina is explicitly stated as having been authorized to do so by Celina. Celina shall hand deliver to Licensor at 12400 Preston Road, Suite 100, Frisco, Texas 75033 a fully executed resolution which has been approved by Celina. In the event that such fully executed resolution is not delivered to Licensor by 5:00 p.m. on Monday, June 25, 2018, then this Agreement shall be deemed null and void and of no further force and effect.

12. **ASSURANCES.** Celina agrees to: (1) ensure adequate fire extinguishing or fire-fighting equipment is available on site in the event of fire on the Property or any surrounding property as a result of the License during the License Period; (2) ensure only a State of Texas Pyrotechnician for outdoor pyrotechnic operations is used to perform the Fireworks Display or any tests prior to the Fireworks Display conducted on the License Area; (3) clean up the License Area and Property immediately following the Fireworks Display, or within eighteen (18) hours after the conclusion of the Fireworks Display, to return the License Area and Property to the same condition as the License Area and Property existed immediately prior to Celina's occupancy and use thereof; and (4) ensure clean-up of the License Area and Property is acceptable to Old Celina/Glendenning.

(Remainder of Page Intentionally Left Blank)

INWITNESS WHEREOF, the parties hereunto set their hands and seals as of the date above first stated.

INDEMNITOR:

CITY OF CELINA

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of June, 2018.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

INDEMNITEES:

By: _____
Rex Glendenning

By: _____
Sherese Glendenning

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rex Glendenning and Sherese Glendenning, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of June, 2018.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

By: _____
Clay Glendenning

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clay Glendenning, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of June, 2018.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

Attachment: Fireworks Indemnity Old Celina Ltd - 2018 (Glendenning Fireworks Agreement 2018)

By: _____
 Madison Leigh Lavey

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Madison Leigh Lavey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of June, 2018.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

Attachment: Fireworks Indemnity Old Celina Ltd - 2018 (Glendenning Fireworks Agreement 2018)

By: _____
 Alexandra Snodgrass

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alexandra Snodgrass, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of June, 2018.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

Attachment: Fireworks Indemnity Old Celina Ltd - 2018 (Glendenning Fireworks Agreement 2018)

OLD CELINA, LTD.

By: REX Management, L.L.C.,
Its General Partner

By: _____
Rex K. Glendenning, President

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rex K. Glendenning, President of REX Management, L.L.C., the general partner of OLD CELINA, LTD., on behalf of said limited liability company and limited.

Given under my hand and seal of office this _____ day of June, 2018.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

EXHIBIT A
THE PROPERTY

TRACT 1
72.992 Acres

BEING a tract of land situated in the HENRY BENTLEY SURVEY, ABSTRACT NO. 124, Collin County, Texas and being a portion of a 99.301 acre tract of land as conveyed by Russ W. Myers to 4M Development, Inc. as recorded by County Clerk No. 94-0092806, Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most Northwest corner of said 99.301 acre tract, same being at an ell corner of County Road No. 8;

THENCE, along the West line of said 99.301 acre tract, same being the East line of a 36.92 acre tract as conveyed to George Menosky as recorded in Volume 1078, Page 7, Deed Records, Collin County, Texas, and the East line of a 2.589 acre tract as conveyed to Roscoe H. Brower, as recorded in Volume 2139, Page 221, Deed Records, Collin County, Texas, South 01 degrees 09 minutes 50 seconds East a distance of 1,003.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the POINT OF BEGINNING of the following described tract:

THENCE, along the South line of a 5.1038 acre tract conveyed to Darl Lynn Nigh and Frances Nigh, as recorded by County Clerk No. 96-0082006, Deed Records, Collin County, Texas, South 66 degrees 23 minutes 09 seconds East a distance of 470.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the South line of said 5.1038-acre tract, South 01 degrees 04 minutes 28 seconds East, a distance of 31.35 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along said South line, North 88 degrees 55 minutes 32 seconds East a distance of 366.53 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner on the West line of a 99.2888 acre tract of land conveyed to Douglas Barker, as recorded in Volume 1343, Page 599, Deed Records, Collin County, Texas;

THENCE, along said West line of a 99.2888 acre tract, South 00 degrees 46 minutes 58 seconds East a distance of 2,099.44 feet, to a 5/8 inch iron pipe found for the Southeast corner of said 99.301 acre tract and being an ell corner of said 99.2888 acre tract;

THENCE, along the North line of said 99.2888 acre tract, South 87 degrees 44 minutes 58 seconds West a distance of 2,922.24 feet, to a 1/2 inch iron rod found for corner;

THENCE, generally along a fence row, North 00 degrees 55 minutes 08 seconds West a distance of 788.48 feet, to a 1/2 inch iron rod found in the crotch of three large Hackberry trees at the junction of the evidence of an old North-South fence and evidence of an old fence from the East, and being on the South line of a 73.047 acre tract as conveyed to Douglas Barker, as recorded in Volume 1159, Page 423, Deed Records, Collin County, Texas;

THENCE, along the South line of said 73.047 acre tract, North 87 degrees 45 minutes 55 seconds East a distance of 2,144.18 feet, to a 5/8 inch iron rod found for the Southeast corner of said 73.047 acre tract;

THENCE, along the East line of said 73.047 acre tract, North 01 degrees 47 minutes 07 seconds West a distance of 437.83 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the East line of said 73.047 acre tract, North 01 degrees 09 minutes 50 seconds West a distance of 366.97 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southwest corner of a 5.0227 acre tract as conveyed to Robert Jake Jones and Virginia C. Jones;

THENCE, along the South line of said 5.0227 acre tract, North 88 degrees 55 minutes 32 seconds East a distance of 365.91 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southeast corner of said 5.0227 acre tract;

THENCE, along the East line of said 5.0227 acre tract, North 01 degrees 04 minutes 28 seconds West a distance of 438.70 feet, to the point of curvature of a curve to the left having a central angle of 65 degrees 18 minutes 41 seconds and a radius of 120.00 feet;

THENCE, continuing along said East line and said curve to the left, for an arc length of 136.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, along the North line of said 5.0227 acre tract, North 66 degrees 23 minutes 09 seconds West a distance of 326.99 feet, to the Northernmost corner of said 5.0227 acre tract;

THENCE, North 01 degrees 09 minutes 50 seconds West a distance of 66.08 feet, to the POINT OF BEGINNING and containing 72.992 acres of land, more or less.

TRACT 2
99.028 Acres

BEING a tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and also being all of a 52.807 acre tract and a 46.4818 acre tract conveyed to Douglas Barker d/b/a Barker Brothers Land Cattle Company as recorded in Volume 1343, Page 599 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for corner at the northeast corner of said 46.4818 acre tract, said iron rod also being in the south right of way line of FM 455 (a 90' ROW);

THENCE South 01 degrees 04 minutes 43 seconds East a distance of 2150.13 feet to a ½ inch iron rod found for corner;

THENCE South 00 degrees 43 minutes 32 seconds East a distance of 1605.62 feet to a ½ inch iron rod found for corner in the north line of 73.558 acre tract as recorded in Volume 3965, Page 2169, D.R.C.C.T.;

THENCE South 88 degrees 18 minutes 39 seconds West following the north line of said 73.558 acres a distance of 824.02 feet to 2 inch iron pipe found for corner at the northeast corner of said 73.558 acre tract;

THENCE South 88 degrees 30 minutes 52 seconds West a distance of 2900.39 feet to wood fence post in the creek for corner;

THENCE North 00 degrees 59 minutes 11 seconds West a distance of 421.72 feet to ½ inch iron rod found for corner at the southwest corner of a 75.0307 acre tract as recorded in County Clerk No. 94-0092806 of Collin County, Texas;

THENCE North 87 degrees 43 minutes 39 seconds East following the south line of said 75.0307 acre tract a distance of 2922.26 feet to a 1 inch iron pipe found for corner at an ell corner of said 75.0307 acre tract;

THENCE North 00 degrees 48 minutes 41 seconds West following the east line of said 75.0307 acre tract a distance of 3339.14 feet to a 60d nail found for corner in County Road No. 8;

THENCE North 88 degrees 19 minutes 00 seconds East following said County Road No. 8 a distance of 75.37 feet to a 60d nail found for corner in the south ROW line of said FM No. 455, said 60d nail also being in a curve to the left with a chord bearing of South 80 degrees 57 minutes 03 seconds East and a chord distance of 241.64 feet;

THENCE along said curve to the left following the south ROW line of said FM No. 455 through a central angle of 21 degrees 27 minutes 53 seconds a radius distance of 648.80 feet and an arc distance of 243.06 feet to a ½ inch iron rod set for corner;

THENCE North 88 degrees 19 minutes 00 seconds East following the south ROW line of FM No. 455 a distance of 483.09 feet to the POINT OF BEGINNING and containing 99.028 acres, more or less.

TRACT 6
38.545 Acres

BEING a tract of land situated in Collin County, Texas and being in the Henry Bentley Survey, Abstract No. 124 and being a part of that certain tract of land known as Tract One, conveyed to Clifford Gee McKnight, as recorded in Volume 2430, Page 665, of the Deed Records of Collin County, Texas, (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 1/4-inch iron pipe found for corner, said corner being in the south right-of-way line of F.M. Highway No. 455 (a public thoroughfare) and also being the northeast corner of a tract of land conveyed to Rex Glendenning, et ux, as recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE North 88 degrees 23 minutes 45 seconds East along said south right-of-way line, a distance of 885.98 feet to a 3/8-inch iron rod found for corner, said corner being the northwest corner of a tract of land conveyed to Hassan Badii, as recorded in Volume 2031, Page 943, D.R.C.C.T.;

THENCE South 00 degrees 48 minutes 00 seconds East along the west line of said Badii tract, and along the west line of a tract of land conveyed to Stephen Harold Mills, as recorded in Volume 4987, Page 3011, D.R.C.C.T. and the west line of a tract of land conveyed to the City of Celina, as recorded in Volume 4770, Page 2324, D.R.C.C.T., a distance of 2150.90 feet to a 5/8-inch iron rod found for an ell corner of said City of Celina tract;

THENCE South 89 degrees 02 minutes 12 seconds West along the most southerly north line of said City of Celina tract, a distance of 881.92 feet to a 1/2 -inch iron rod with cap stamped "ALLIANCE" found for corner, said corner being on the east line of the aforementioned Glendenning tract;

THENCE North 00 degrees 54 minutes 23 seconds West along the east line of said Glendenning tract, a distance of 2140.98 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 1,896,815 square feet or 43.545 acres of land, more or less.

SAVE & EXCEPT the following 5 acres

BEING all that certain tract or parcel of land situated in the H. BENTLEY SURVEY, Abstract No. 124 in the City of Celina, Collin County, Texas and being out of a 44.50 acre tract of land described in deed to Clifford Gee McKnight, recorded in Volume 2430, Page 665 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southeast corner of said McKnight tract of land, being an ell corner for a 39.02 acre tract of land described in deed to the City of Celina, recorded in Volume 4770, Page 2324, D.R.C.C.T.;

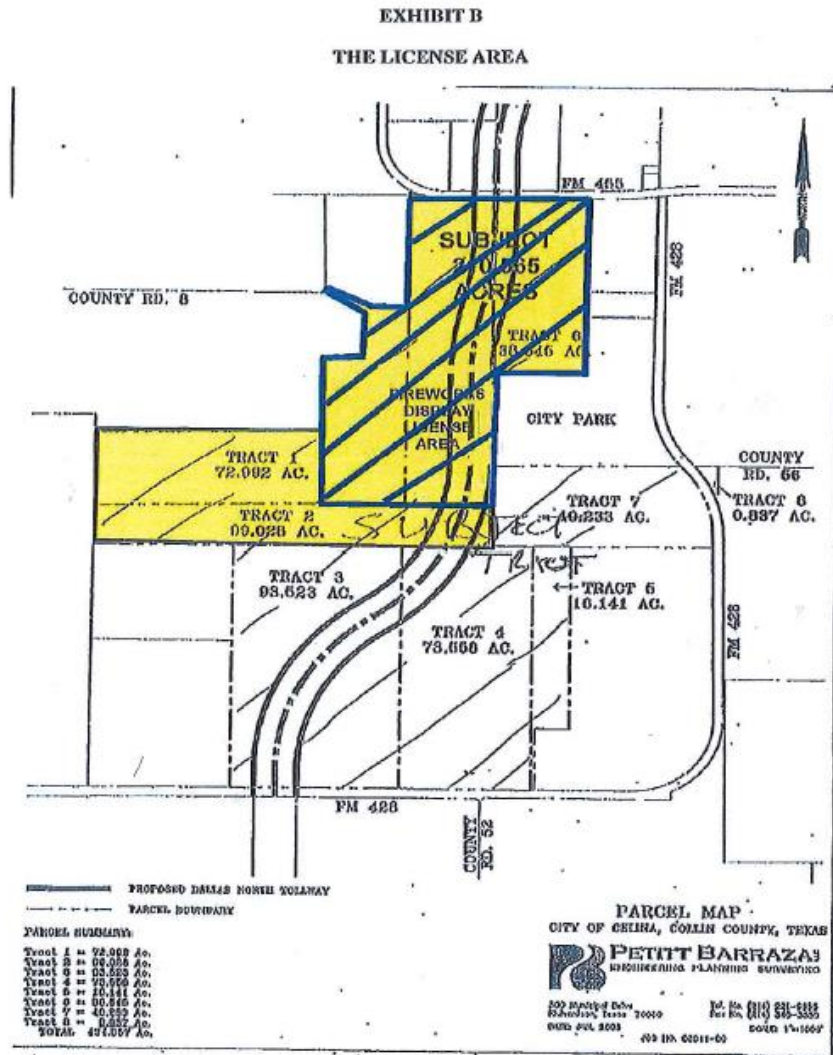
THENCE S 89°03'24" W, along the common line of said McKnight and City of Celina tracts, a distance of 881.83 feet to a 1/2-inch iron rod found for a corner on the easterly line of a 99.028 acre tract of land described in deed to Rex Glendenning, recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE N 01°05'22" W, along the common line of said McKnight and Glendenning tracts, a distance of 246.81 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner;

THENCE N 89°03'24" E, departing said common line, a distance of 883.07 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner on the westerly line of the aforesaid City of Celina tract of land;

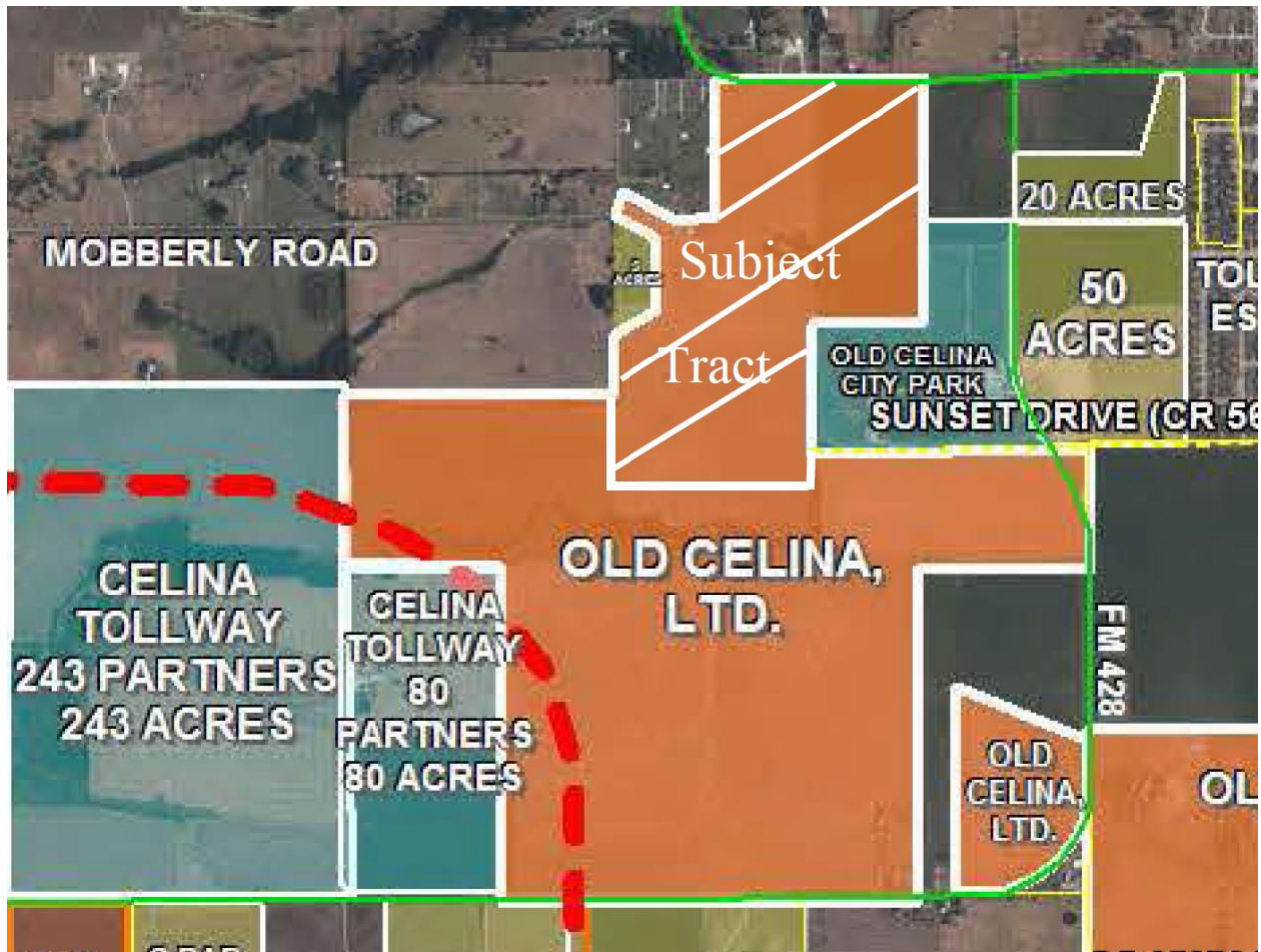
THENCE S 00°48'00" E, along the common line of said McKnight and City of Celina tract, a distance of 246.81 feet to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acre of land, more or less.

Resulting in 38.545 acres of land, more or less.



11

DALLAS_1\5847463v6





Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: June 12, 2018
 Re: GG&S Annexation Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider, and act upon an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 4.70 acre tract of land located in the M.E.P. and P. Ry. Co. Survey, Abstract No. 653, Tract 12, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein; such tract is generally located on the west side of Preston Road (SH 289), and approximately 300 feet north of Mark Alexander Court. (GG&S Annexation) (Jackson)

Owner:

JDG Land Holding
 105 S. Tennessee Street, Suite 102
 McKinney, TX 75069

Background Information:

Below is the anticipated annexation schedule for the property:

~~Tuesday, April 10, 2018 – City Council acts on a resolution to set the public hearing dates~~

~~Tuesday, May 8, 2018 – First Public Hearing held.~~

Tuesday, June 12, 2018 - Second Public Hearing to be held.

Tuesday, June 12, 2018 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

A notice of the public hearing was placed in *The Celina Record* on June 1, 2018.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Document:

- GG&S Annexation Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2018-_____
GG&S ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 4.70 ACRE TRACT OF LAND LOCATED IN THE M.E.P. AND P. RY.CO. SURVEY, ABSTRACT NO. 653, TRACT 12, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED WEST OF SH 289 (PRESTON ROAD) AND APPROXIMATELY 300 FEET NORTH OF MARK ALEXANDER COURT; 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 8th day of May, 2018 and the second hearing being held on the 12th day of June, 2018 in the Council Chambers located at 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 27th day of April, 2018 and on the 1st day of June, 2018, such dates 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

Attachment: GG&S Annexation Ordinance (GG&S Annexation Ordinance)

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 Denton 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 12th day of June, 2018.

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

Attachment: GG&S Annexation Ordinance (GG&S Annexation Ordinance)

Exhibit "A"
Legal Description

PROPERTY DESCRIPTION

BEING a 4.700 acre tract of land located in the in the M.E.P. & P. R.R. Co. Survey, Abstract 653, in the ETJ of the City of Celina, Collin County Texas, and being all of Lot 42, Preston 450 Addition, recorded in Cabinet C, Page 425 Plat Records, Collin County, Texas (PRCCT) and more particularly described as follows:

BEGINNING at 1/2 inch iron rod found for corner at the northeast corner of said Lot 42, also being the southeast corner of Lot 41 and being located on the west right of way line of Preston Road a 130 foot right of way;

THENCE continuing along the west right of way of Preston Road and the east line of said Lot 42, SOUTH 00°49'00" WEST a distance of 260.62 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 42 and being the northeast corner of Lot 43;

THENCE departing said Preston Road continuing along the south line of said Lot 42 and the north line of said Lot 43, NORTH 89°22'00" WEST a distance of 814.75 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Lot 42 and the northwest corner of said Lot 43 and being located in the east right of way line of the Burlington-Northern Railroad a 100 foot right of way also being the west line of said Lot 42;

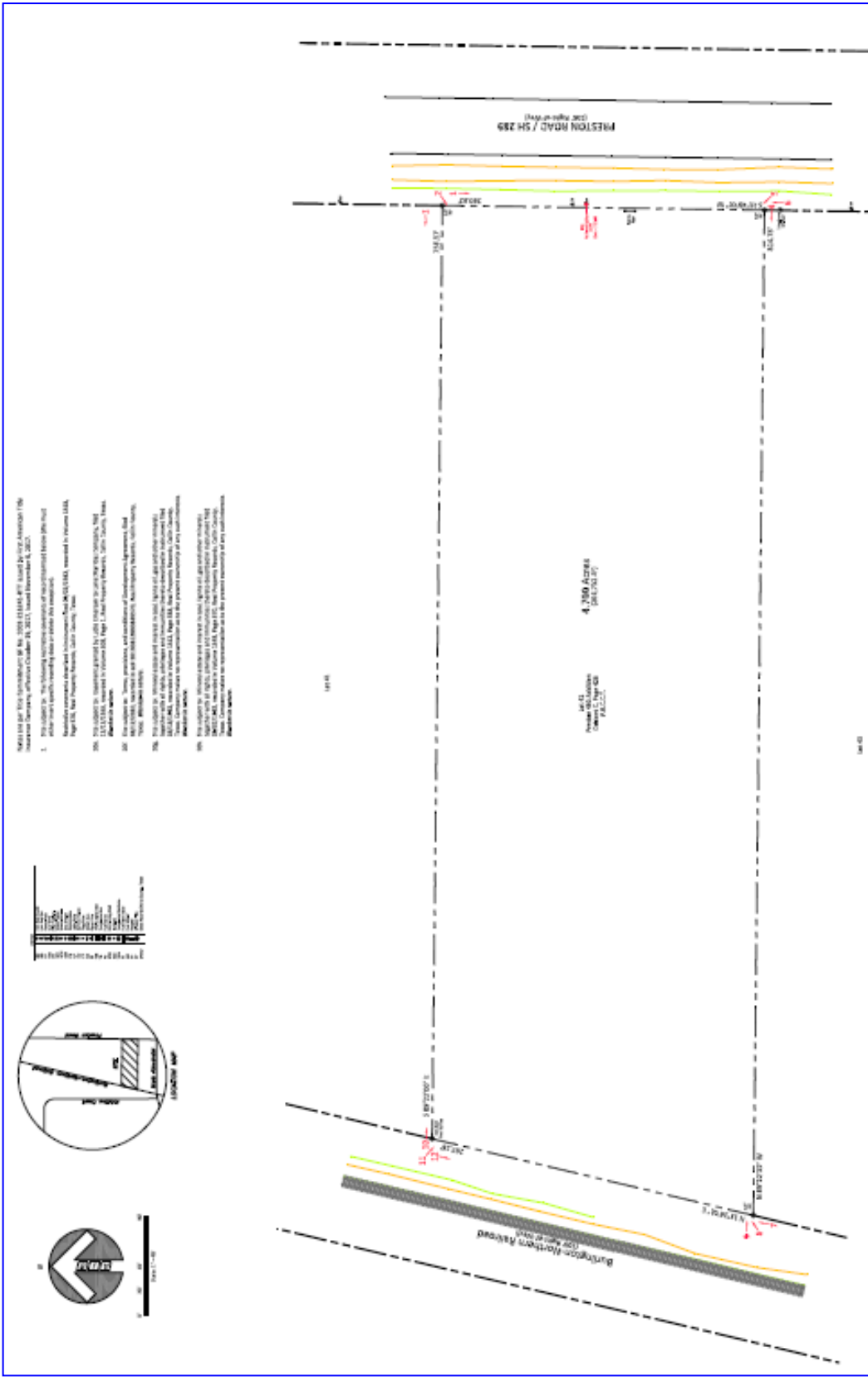
THENCE continuing along the west line of said Lot 42 and the east line of said Burlington-Northern Railroad, NORTH 13°26'00" EAST a distance of 267.26 feet to an iron rod with cap found for a corner the northwest corner of said Lot 42 and the east right of way of said Burlington-Northern Railroad at the southwest corner of said Lot 41;

THENCE departing the east line of said Burlington-Northern Railroad and along the north line of said Lot 42 and the south line of said Lot 41 SOUTH 89°22'00" EAST a distance of 756.37 feet to the POINT OF BEGINNING;

CONTAINING 4.700 acres or 204,732 square feet of land more or less all according to that survey all according to that survey prepared by A.J. Bedford Group, Inc.

Attachment: GG&S Annexation Ordinance (GG&S Annexation Ordinance)

Exhibit “B”
Property Exhibit



**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 include 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 continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than

were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

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

N) AMENDMENTS

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



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: June 12, 2018
 Re: GG&S Zoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 4.70 acre tract of land situated in the M.E.P. and C.Ry.Co. Survey, Abstract No. 653, Collin County, Texas, from AG, Agricultural zoning district to PD, Planned Development zoning district with an underlying zoning designation of RO, Retail Office zoning district, and the Preston Road Overlay. The tract is located on the west side of Preston Road approximately 300 feet north of Mark Alexander Court. (GG&S Zoning) (Jackson)

Owner:

JDG Land Holding
 105 S. Tennessee Street, Suite 102
 McKinney, TX 75069

Background Information:

The applicant is requesting consideration of a Planned Development to accommodate the existing development and to provide for appropriate zoning for a future retail/office pad site adjacent to Preston Road. The proposed zoning is to continue the construction of an office/warehouse facility adjacent to the BNSF railroad (Lot 1), while providing for a future retail pad site along Preston Road (Lot 2).

The property has an existing pre-annexation agreement that was approved by Council in July 2010 which stated that upon the submission of a building permit that the property would be annexed into the city limits. The applicant purchased the property in 2017 being unaware of the existing development agreement. The applicant submitted a permit to Collin County for a metal building to facilitate moving their existing masonry contracting company to Celina.

Previously the City has worked with property owners which have been caught in the challenging situation of having their development begin in the County while later being annexed into the City. In 2016 the City approved a Planned Development zoning district for Champion Waste located along Preston Road approximately 1,000 feet south of the subject tract, similar to the GG&S case. Both properties began as projects permitted through Collin County and were subsequently annexed by the City. The Champion Waste Planned Development zoning also facilitated the dual land uses of the office/warehousing recycling operation while

providing for a future retail or office pad site adjacent to Preston Road. Given the similarities of the two projects, staff believes that what is being proposed to be a fair compromise and is recommending approval as presented.

The office/warehouse in Lot 1 will have a predominately masonry facade facing Preston Road and utilize a vegetative screen around the northern, southern and western boundaries of the property to screen their open storage space from adjacent properties in lieu of a masonry screening wall. The future retail pad site along Preston Road on Lot 2 will be required to comply with all of the City's codes and ordinances existing at the time of the lot is developed.

Board Review/Citizen Input:

The Planning and Zoning Commission, at the regular meeting held on May 15, 2018, voted unanimously to recommend approval of the rezoning request.

A notice of the City Council public hearing was published in *The Celina Record* on June 1, 2018. Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed ordinance for form.

Supporting Document:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2018-____
GG&S ZONING - PD-92

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 4.70 ACRE TRACT OF LAND SITUATED IN THE M.E.P. AND P.RY.CO. SURVEY, ABSTRACT NO. 953, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF PRESTON ROAD AND APPROXIMATELY 300 FEET NORTH OF MARK ALEXANDER COURT, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 92; 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 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 No. 92 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

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-92, and incorporates the concept plan attached hereto as Exhibit “C” and the development standards attached hereto as Exhibit “D.”

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6 **COMPLIANCE REQUIRED**

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

amended.

SECTION 7 **PENALTY**

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

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of June, 2018.

 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: GG&S Zoning Ordinance (GG&S Zoning Ordinance)

Exhibit A Legal Description

PROPERTY DESCRIPTION

BEING a 4.700 acre tract of land located in the in the M.E.P. & P. R.R. Co. Survey, Abstract 653, in the ETJ of the City of Celina, Collin County Texas, and being all of Lot 42, Preston 450 Addition, recorded in Cabinet C, Page 425 Plat Records, Collin County, Texas (PRCCT) and more particularly described as follows:

BEGINNING at 1/2 inch iron rod found for corner at the northeast corner of said Lot 42, also being the southeast corner of Lot 41 and being located on the west right of way line of Preston Road a 130 foot right of way;

THENCE continuing along the west right of way of Preston Road and the east line of said Lot 42, SOUTH 00°49'00" WEST a distance of 260.62 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 42 and being the northeast corner of Lot 43;

THENCE departing said Preston Road continuing along the south line of said Lot 42 and the north line of said Lot 43, NORTH 89°22'00" WEST a distance of 814.75 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Lot 42 and the northwest corner of said Lot 43 and being located in the east right of way line of the Burlington-Northern Railroad a 100 foot right of way also being the west line of said Lot 42;

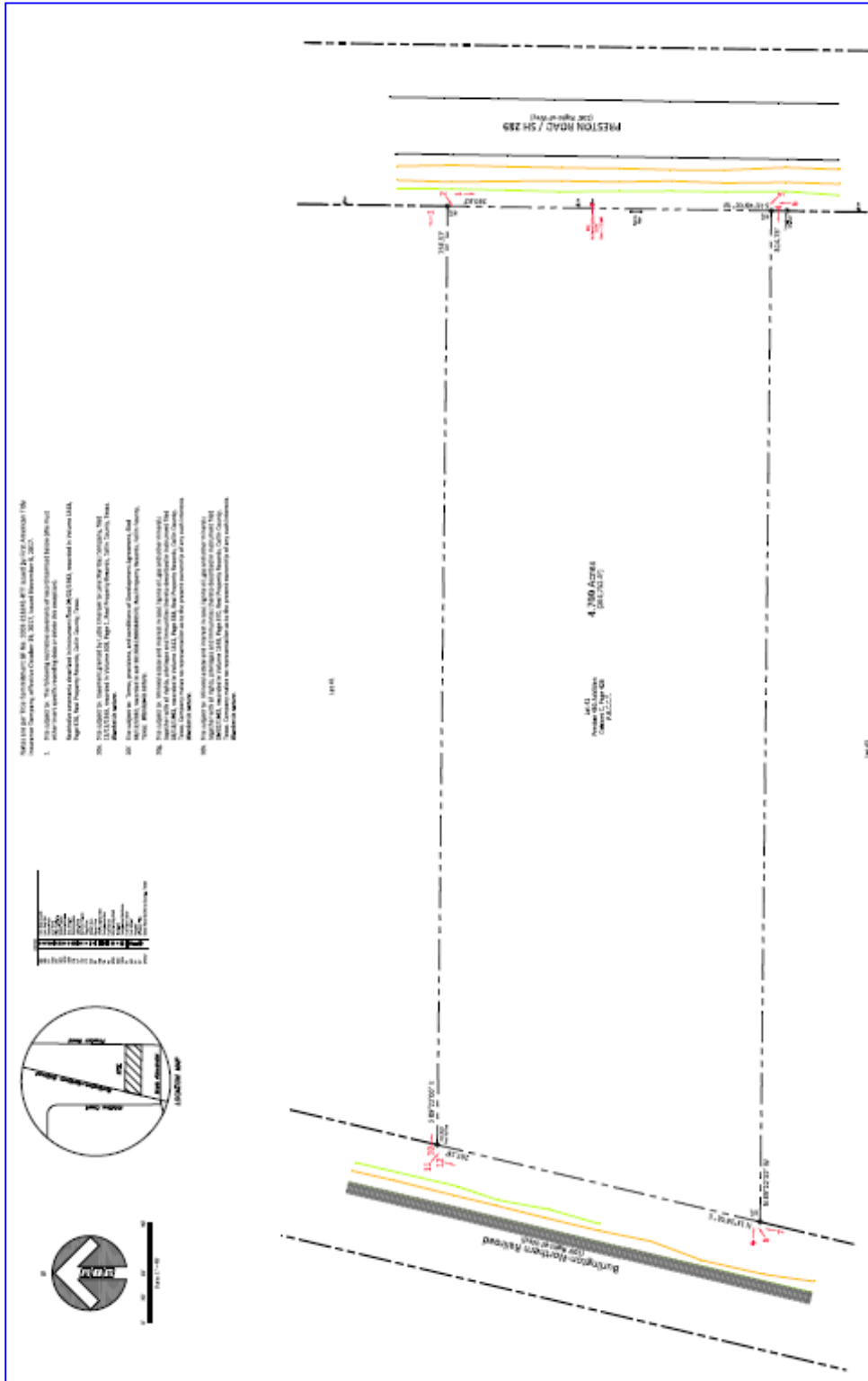
THENCE continuing along the west line of said Lot 42 and the east line of said Burlington-Northern Railroad, NORTH 13°26'00" EAST a distance of 267.26 feet to an iron rod with cap found for a corner the northwest corner of said Lot 42 and the east right of way of said Burlington-Northern Railroad at the southwest corner of said Lot 41;

THENCE departing the east line of said Burlington-Northern Railroad and along the north line of said Lot 42 and the south line of said Lot 41 SOUTH 89°22'00" EAST a distance of 756.37 feet to the POINT OF BEGINNING;

CONTAINING 4.700 acres or 204,732 square feet of land more or less all according to that survey all according to that survey prepared by A.J. Bedford Group, Inc.

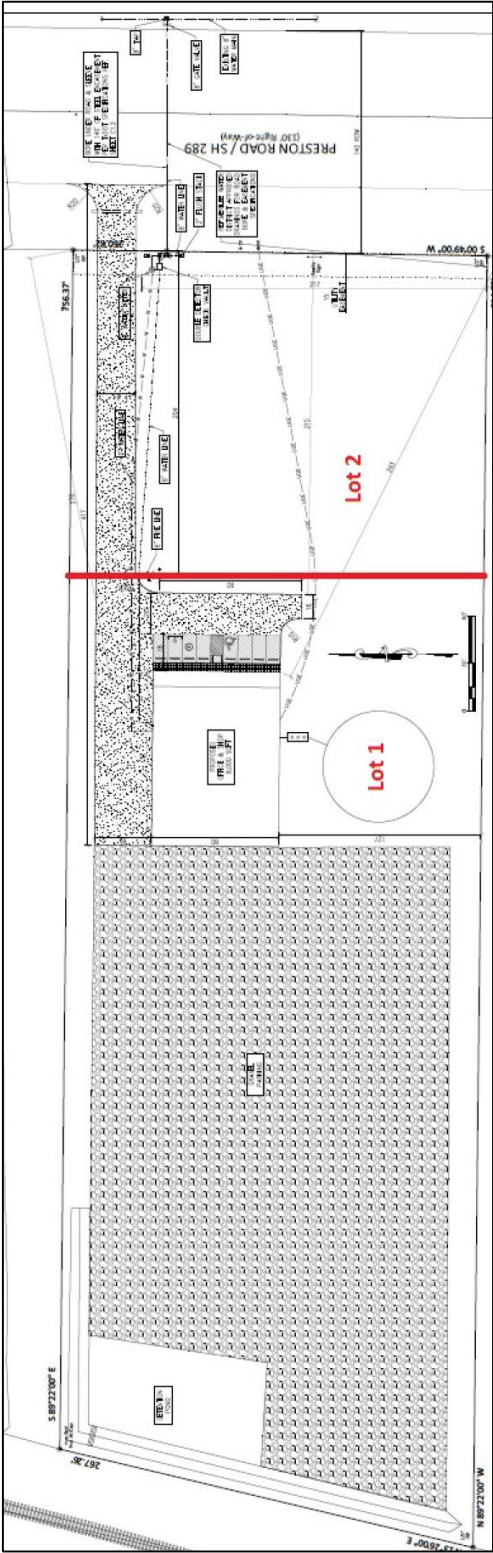
Exhibit B

Zoning Exhibit



Attachment: GG&S Zoning Ordinance (GG&S Zoning Ordinance)

Exhibit C
Concept Plan



Attachment: GG&S Zoning Ordinance (GG&S Zoning Ordinance)

Exhibit D Development Regulations

All development shall meet the standards of the Retail Office (RO) zoning district and the Preston Road Overlay (PRO) as established in the City of Celina Zoning Ordinance as they exist or may be amended. The following exceptions to those regulations shall apply:

Masonry Materials: The development shall utilize masonry materials for the majority of the front facing façade of the existing metal building on Lot 1. The remaining facades may utilize metal or other non-masonry materials. Any structure to be built on Lot 2 shall meet all the regulations of the Zoning Ordinance and the PRO.

Screening: Lot 1 may incorporate landscaped screening elements around the north, south, and eastern sides of the wire-fenced open storage area in lieu of a masonry screening wall.

Storage area: Storage/parking areas located behind the main structure on Lot 1 may utilize gravel as a ground surface.

Allowed Uses:

Uses allowed shall comply with the schedule of uses set for the Retail Office, RO zoning district as they exist or may be amended at the time of development with the exception that *Office/Warehouse* as defined by the Celina Code of Ordinances shall be allowed on Lot 1.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Glen Crossing PID Public Hearing: Phase 2 Assessments

Action Requested:

The Celina City Council will conduct a public hearing to consider proposed assessments to be levied against the assessable property within the Glen Crossing Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. The boundaries of the District include approximately 109.090 acres of land generally located in the area encompassed directly south of CR 55, north of CR 53, directly adjacent to the west of CR 1117, and east of Private Road 5281 and CR 52. (Glen Crossing Public Hearing) (DeBuff)

Background Information:

Celina City Council authorized the establishment of the Glen Crossing Public Improvement District on April 12, 2016, with authorization of up to \$15,000,000 in bonds for the District to finance certain public improvements to benefit the property in the District. This item proposes a public hearing to consider \$8.8 million in bond financing for the District for Phase #2 improvements.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Preliminary Service and Assessment Plan

Staff Recommendation:

Staff recommends that Council open public hearing, and continue to August 14th, 5pm.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: June 12, 2018
 Re: Lilyana PID Public hearing

Action Requested:

The Celina City Council will conduct a public hearing to consider proposed assessments to be levied against the assessable property within the Wells South Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. The boundaries of the District include approximately 400.524 acres of land generally located in the area encompassed by the northeast corner of the intersection of FM 1461 and Coit Road, northwest intersection of FM 1461 and CR 84, and the southwest corner of CR 84 as it turns west. (Lilyana PID Public Hearing) (DeBuff)

Background Information:

Celina City Council authorized the establishment of the Wells South Public Improvement District on July 14, 2015, with authorization of up to \$42,450,000 in bonds for the District to finance certain public improvements to benefit the property in the District. To date, \$13,830,000 in bonds have been issued. This item proposes a public hearing to consider an additional \$2.7 million in bond financing for the District, which leaves approximately \$26 million in assessments remaining to be levied to benefit future phases within the District.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Preliminary Service and Assessment Plan

Staff Recommendation:

Staff recommends that Council open public hearing, and continue hearing to July 10th, 5pm.



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: June 12, 2018
Re: Delinquent Property Tax Parcel Bid

Action Requested:

Consider and act upon acceptance of a bid for a delinquent property tax parcel at 204 S. Arkansas Street from Real Deal International Group, LLC. (Toutounchian)

Background Information:

Please see attached offer letter.

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

The offer does not meet minimum amounts due to the taxing entities.

Legal Review:

Reviewed by Delinquent Tax Attorneys Gay, McCall, Isaacks & Roberts, P.C.

Supporting Documents:

Offer letter and distribution of proceeds.

Staff Recommendation:

LAW OFFICES
GAY, McCALL, ISAACKS & ROBERTS, P.C.

A PROFESSIONAL CORPORATION

JOHN E. GAY
 DAVID McCALL +
 LEWIS L. ISAACKS ♦+
 WILLIAM J. ROBERTS +
 JENNIFER T. PETTIT
 ERIN MINETT
 JOHN RAPIER
 JAMES W. WILSON

777 E. 15TH STREET
 PLANO, TEXAS 75074
 (972) 424-8501 • Fax (972) 422-9322

♦ BOARD CERTIFIED -- CIVIL TRIAL LAW
 TEXAS BOARD OF LEGAL SPECIALIZATION
 +ATTORNEY - MEDIATOR

May 23, 2018

Ms. Vicki Faulkner
 City Secretary
 City of Celina
 142 N Ohio St
 Celina, TX 75009

Re: Offer from Real Deal International Group, LLC to purchase
 204 Arkansas St. S, Celina, Texas

Dear Ms. Faulkner:

Real Deal International Group, LLC has offered to purchase 204 Arkansas St. S, Celina, Collin County, Texas (204 ARKANSAS STREET S.; BEING LOT 2C, BLOCK 69, OF CELINA ORIGINAL DONATION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, AS RECORDED IN VOL.1, PAGE 114, OF THE COLLIN COUNTY DEED RECORDS.) for \$7,000.00.

This property was sold at a Sheriff's Sale on February 7, 2012 pursuant to delinquent tax collection suit number 401-2192-06. There were no bidders and the property was struck off to the City for itself and on behalf of the other taxing jurisdictions.

The property's most recent value according to the Appraisal District is \$15,000.00. The property was struck off for the minimum amount, \$11,252.62, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code the court costs and costs of sale must be paid first out of the proceeds of a resale. The remainder would be distributed to the taxing jurisdictions pro-rata. Those costs total \$1,771.60. A breakdown of amounts each taxing entity will receive is attached.

If all taxing jurisdictions agree to accept \$7,000.00 for the property, the property may be sold for that amount. Each jurisdiction must execute the deed.

If your entity decides to accept this offer, attached for execution is a Deed Without Warranty our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize this transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,



Jennifer Williams

Attachment: offer letter and deed - city of celina (Delinquent Tax Property)

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

**DEED WITHOUT WARRANTY
(TAX FORECLOSED PROPERTY RESALE)**

Date: _____, 2016

Grantor: CELINA INDEPENDENT SCHOOL DISTRICT, COLLIN COUNTY, COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, and CITY OF CELINA

Grantor's Mailing Address (including county):

142 N Ohio St
Celina, TX 75009
Collin County

Grantee: Real Deal International Group, LLC

Grantee's Mailing Address (including county):

6009 W. Parker Road
Plano, Texas 75093
Collin County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.
2. Visible and apparent easements over or across subject property.
3. Rights of parties in possession.
4. Any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to the herein conveyed property or any part hereof.
5. Any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.
6. All oil, gas, and other minerals reserved by prior grantors.

By acceptance of this Deed, Grantee acknowledges and agrees that the Property is being purchased and conveyed "AS IS" with all faults and defects whether patent or latent as of the closing. Grantors, on behalf of themselves and the other taxing entities on whose behalf it holds title to the Property, specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including

Attachment: offer letter and deed - city of celina (Delinquent Tax Property)

without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Grantee may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Grantee affirming that Grantee has not relied on Grantors' skill or judgment to select or furnish the Property for any particular purpose, and that Grantor makes no warranty that the Property is fit for any particular purpose).

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors, or assigns forever WITHOUT WARRANTY.

The intent of this Deed Without Warranty is to transfer the property foreclosed on by the Grantor taxing jurisdictions in Cause No. 401-2192-06 in the 401st Judicial District Court, Collin County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

CELINA INDEPENDENT SCHOOL DISTRICT

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of
 _____, 2016, by _____,

_____ of the Celina Independent School District as
 the act and deed of said Celina Independent School District.

Notary Public, State of Texas

Notary's name, (printed):

Notary's commission expires: _____

Attachment: offer letter and deed - city of celina (Delinquent Tax Property)

COLLIN COUNTY, TEXAS

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of Collin County, Texas as the act and deed of said Collin County, Texas.

Notary Public, State of Texas

Notary's name, (printed):

Notary's commission expires: _____

Attachment: offer letter and deed - city of celina (Delinquent Tax Property)

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of
 _____, 2016, by _____,

_____ of the Collin County Community College District as the act and
 deed of said Collin County Community College District.

Notary Public, State of Texas

Notary's name, (printed):

Notary's commission expires: _____

Attachment: offer letter and deed - city of celina (Delinquent Tax Property)

CITY OF CELINA

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of the City of Celina as the act and deed of said City of Celina.

Notary Public, State of Texas

Notary's name, (printed):

Notary's commission expires: _____

Attachment: offer letter and deed - city of celina (Delinquent Tax Property)

EXHIBIT A

204 ARKANSAS STREET S.; BEING LOT 2C, BLOCK 69, OF CELINA ORIGINAL DONATION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, AS RECORDED IN VOL.1, PAGE 114, OF THE COLLIN COUNTY DEED RECORDS.

Attachment: offer letter and deed - city of celina (Delinquent Tax Property)

Distribution of Proceeds

204 Arkansas St. S, Celina, Texas

R1023069002C1

Cause no.: 401-2192-06

Judgment date: February 5, 2007

Sheriff's sale: February 7, 2012

Taxes in Judgment:	CISD	\$5,761.19
	City	2,742.08
	County	863.66
	CCCCD	<u>312.39</u>
	Total	<u>\$9,679.32</u>

Other Judgment Amounts:	District Clerk Fees	\$1,573.30
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Minimum Bid at Sale:	\$11,252.62
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Current Appraised Value:	\$15,000.00
--------------------------	-------------

Resale price:	\$7,000.00
---------------	------------

Settlement Costs:	
Publication Fee	198.30
District Clerk Fees	<u>1,573.30</u>
Total Costs:	<u>1,771.60</u>

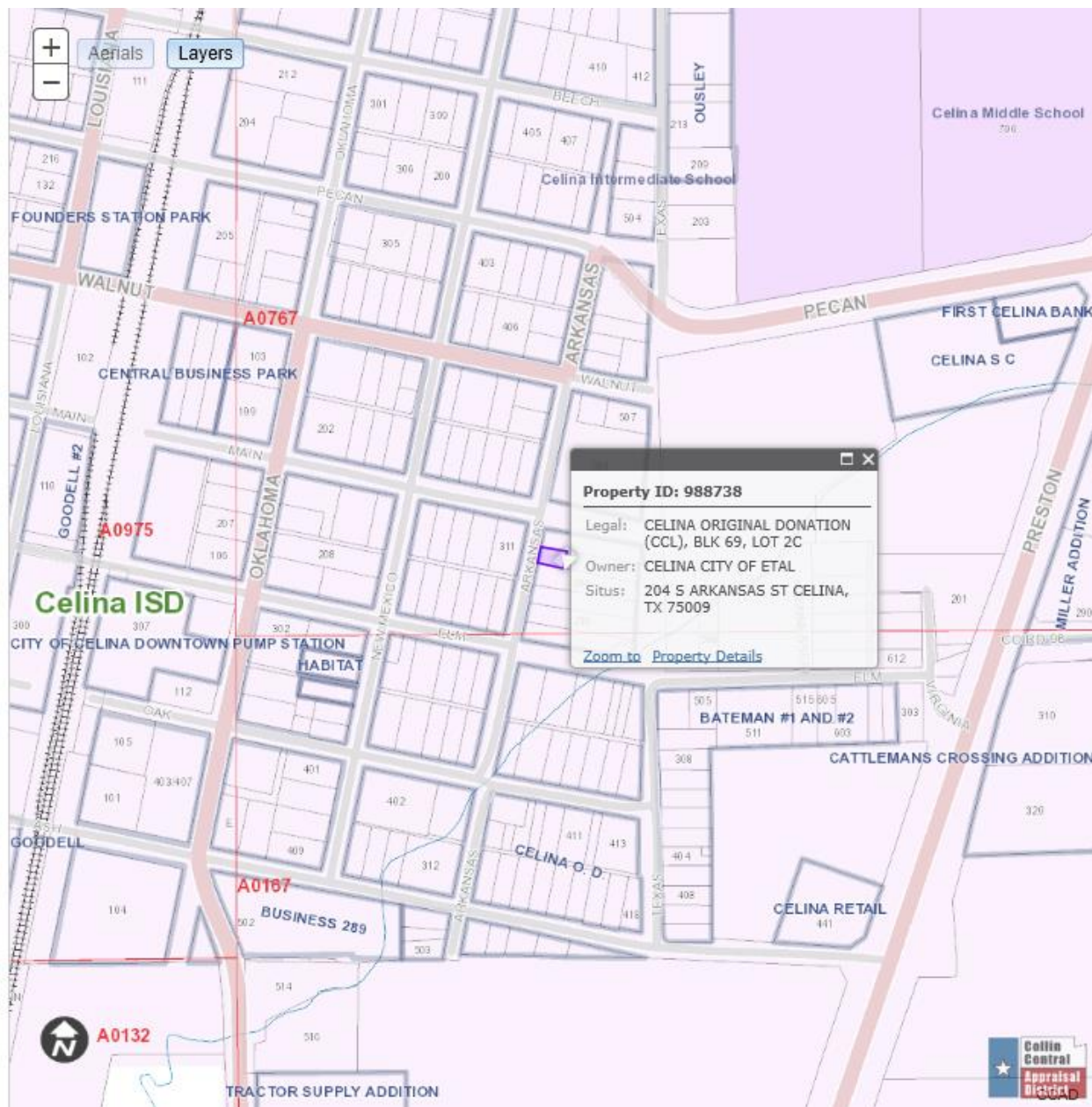
Proceeds to be Distributed:	<u>\$5,228.40</u>
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Percentage of Judgment Taxes:	54%
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Distributed to Collin County Tax Assessor on Behalf of:

CISD	\$3,111.97
City	1,481.17
County	466.52
CCCCD	<u>168.74</u>
Total	<u>\$5,228.40</u>

R1023069002C1



Attachment: plat map (Delinquent Tax Property)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Swapna Konda, Engineer
 CC: Kim Brawner, Director of Engineering
 Date: June 12, 2018
 Re: Ownsby Parkway East Sanitary Sewer

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Willco Underground in the amount of \$283,364.40 for the Ownsby Parkway East Sanitary Sewer project. (Brawner)

Background Information:

This project consists of approximately 3,447 linear feet of 8-inch sewer line beginning east of the intersection of Preston Road (CR 289) and Ownsby Parkway (CR 83), continuing east along Ownsby Parkway (CR 83) to the intersection of Ownsby Parkway (CR 83) and Bluewood Parkway. Bid alternate includes two 8-inch sewer line crossings under Ownsby Parkway (CR 83), totaling approximately 152 linear feet.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Funds are available.

Legal Review:

City Attorney would have to review.

Supporting Documents:

Letter of Recommendation
 Cover Sheet/Vicinity Map
 Bid form

Staff Recommendation:

Approve



May 30, 2018

Kim Brawner
City of Celina
142 N. Ohio Drive
Celina, Texas 75009

RE: **Owensby Parkway East Sanitary Sewer (CIP-18-2140)**

Dear Ms. Brawner:

A Notice to Bidders was advertised for the above referenced Project in the Celina Record on May 11 and May 18, 2018. Plans and specifications were provided to Fifty-Two (52) potential bidders. Ten (10) potential bidders attended the mandatory pre-bid meeting. Eight (8) bids were received and opened on May 29, 2018 at 3:00 pm. The bids are as follows:

Company Name	Base Bid	Bid Alternate	Total Bid Amount
Dickerson Construction Company, Inc.	\$523,429.25	\$43,040.00	\$566,469.25
Willco Underground, LLC	\$239,870.00	\$17,734.00	\$257,604.00
KIK Underground, LLC	\$270,277.80	\$20,767.00	\$291,044.80
JRB Pipeline Services, LLC	\$313,239.00	\$23,702.00	\$336,941.00
Quality Excavation, LTD	\$314,324.52	\$32,345.56	\$346,670.08
ANA Site Construction, LLC	\$270,087.00	\$22,608.00	\$292,695.00
La Banda, LLC	\$291,383.50	\$20,515.00	\$311,898.50
Canary Construction, Inc.	\$430,063.00	\$26,389.00	\$456,452.00

The bids include all sanitary sewer improvements for the above referenced project within the boundaries of Owensby Parkway's right-of-way east of Preston Rd.

Peloton Land Solutions, Inc. ("Peloton") has reviewed the bid from Willco Underground, LLC in the amount of \$257,604.00, and it is the recommendation of Peloton that the contract for the construction of sanitary sewer improvements along Owensby Parkway east of Preston Rd. be awarded to Willco Underground, LLC.

If you have any questions, please let me know.

Sincerely,

Casey B. Stevenson, PE
PELTON LAND SOLUTIONS, INC.

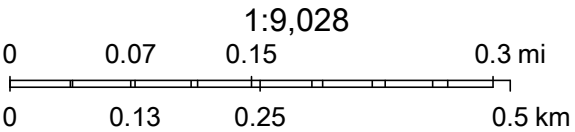


Ownsby Pkwy

June 5, 2018
Collin County Parcels

Location Map

Ownsby Pkwy East Sanitary Sewer Improvements



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Attachment: Location Map (Ownsby Parkway East Sanitary Sewer)

"Bid Form Exhibit A"
City of Celina
Ownsby East Sewer
PROJ #: W09/CEL 17002
Basis of Bid

BID TABULATION

Project Item Information				Dickerson Construction Company, Inc 1130 N. Louisiana Celina, TX 75009		Willco Underground, LLC P.O. Box 1807 Mansfield, TX 76063		KIK Underground, LLC 1618 Stacey Ct Richardson, TX 75081		JRB Pipeline Services, LLC 9463 Sandyland Blvd Dallas, TX 75217		Quality Excavation, Ltd 5580 US Hwy 377 Aubrey, TX 76227		ANA Site Contruction, LLC 10100 Horeshoe Nail Dr Pilot Point, TX 76258		L.A. Banda, LLC 523 Neomi Ave Dallas, TX 75217		Canary Construction, Inc 802 N. Kealy Ave, Suite 101 Lewisville, TX 75057	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	Project Sign	EA	1.00	500.00	500.00	1,000.00	1,000.00	1,000.00	1,000.00	800.00	800.00	900.00	900.00	900.00	900.00	400.00	400.00	650.00	650.00
2	Mobilization	LS	1.00	25,000.00	25,000.00	10,500.00	10,500.00	10,000.00	10,000.00	15,000.00	15,000.00	16,317.30	16,317.30	22,000.00	22,000.00	12,000.00	12,000.00	20,000.00	20,000.00
3	Site Preparation	LS	1.00	1,000.00	1,000.00	5,000.00	5,000.00	1,200.00	1,200.00	4,000.00	4,000.00	40,200.00	40,200.00	10,000.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00
4	Remove Pavement	SY	37.00	135.00	4,995.00	30.00	1,110.00	12.00	444.00	15.00	555.00	30.00	1,110.00	40.00	1,480.00	25.00	925.00	22.00	814.00
5	Remove and Reinstall/Replace RCB and Headwall	LS	1.00	14,000.00	14,000.00	2,000.00	2,000.00	5,000.00	5,000.00	4,200.00	4,200.00	1,500.00	1,500.00	10,000.00	10,000.00	6,000.00	6,000.00	2,500.00	2,500.00
6	Remove and Reinstall/Replace Rock Riprap	LS	1.00	1,750.00	1,750.00	500.00	500.00	800.00	800.00	1,600.00	1,600.00	800.00	800.00	2,645.00	2,645.00	6,000.00	6,000.00	1,100.00	1,100.00
7	Storm Water Pollution Prevention Plan	LS	1.00	5,170.00	5,170.00	5,000.00	5,000.00	1,500.00	1,500.00	3,000.00	3,000.00	3,650.00	3,650.00	4,600.00	4,600.00	2,200.00	2,200.00	1,320.00	1,320.00
8	Remove Tree	EA	1.00	1,500.00	1,500.00	500.00	500.00	700.00	700.00	1,700.00	1,700.00	500.00	500.00	1,800.00	1,800.00	1,200.00	1,200.00	1,200.00	1,200.00
9	Barricades, Signs, and Traffic Handling	LS	1.00	4,500.00	4,500.00	3,500.00	3,500.00	1,500.00	1,500.00	3,000.00	3,000.00	3,000.00	3,000.00	5,800.00	5,800.00	2,500.00	2,500.00	1,620.00	1,620.00
10	Concrete Pavement Repair	EA	37.00	175.00	6,475.00	100.00	3,700.00	90.00	3,330.00	100.00	3,700.00	90.00	3,330.00	123.00	4,551.00	120.00	4,440.00	95.00	3,515.00
11	4" Topsoil	SY	3,905.00	5.35	20,891.75	0.20	781.00	3.00	11,715.00	2.50	9,762.50	1.00	3,905.00	1.00	3,905.00	3.00	11,715.00	2.00	7,810.00
12	Sodding	SY	3,905.00	2.50	9,762.50	1.00	3,905.00	1.25	4,881.25	5.00	19,525.00	4.90	19,134.50	1.00	3,905.00	6.00	23,430.00	2.00	7,810.00
13	8" PVC	LF	3,447.00	100.00	344,700.00	41.00	141,327.00	49.65	171,143.55	58.00	199,926.00	42.61	146,876.67	37.00	127,539.00	48.00	165,456.00	90.00	310,230.00
14	Connect to Existing Manhole	EA	1.00	1,500.00	1,500.00	2,000.00	2,000.00	1,100.00	1,100.00	800.00	800.00	2,850.00	2,850.00	2,800.00	2,800.00	1,000.00	1,000.00	1,500.00	1,500.00
15	4' CIP Concrete Manhole	EA	5.00	5,850.00	29,250.00	5,500.00	27,500.00	5,475.00	27,375.00	5,000.00	25,000.00	7,230.00	36,150.00	7,235.00	36,175.00	4,200.00	21,000.00	5,000.00	25,000.00
16	5' CIP Concrete Manhole	EA	2.00	12,700.00	25,400.00	9,500.00	19,000.00	9,421.00	18,842.00	6,000.00	12,000.00	11,175.00	22,350.00	11,680.00	23,360.00	8,000.00	16,000.00	12,000.00	24,000.00
17	Concrete Encasement	LF	140.00	70.00	9,800.00	65.00	9,100.00	45.00	6,300.00	25.00	3,500.00	31.00	4,340.00	37.00	5,180.00	25.00	3,500.00	65.00	9,100.00
18	Trench Safety	LF	3,447.00	5.00	17,235.00	1.00	3,447.00	1.00	3,447.00	1.50	5,170.50	2.15	7,411.05	1.00	3,447.00	2.50	8,617.50	2.00	6,894.00
A	TOTAL BASE BID AMOUNT				\$ 523,429.25		\$ 239,870.00		\$ 270,277.80		\$ 313,239.00		\$ 314,324.52		\$ 270,087.00		\$ 291,383.50		\$ 430,063.00
101	8" PVC	LF	122.00	125.00	15,250.00	41.00	5,002.00	35.00	4,270.00	62.00	7,564.00	72.61	8,858.42	38.00	4,636.00	60.00	7,320.00	90.00	10,980.00
102	8" Plug	EA	2.00	100.00	200.00	50.00	100.00	75.00	150.00	800.00	1,600.00	525.00	1,050.00	700.00	1,400.00	30.00	60.00	200.00	400.00
103	Connect to Existing Manhole	EA	1.00	1,500.00	1,500.00	2,000.00	2,000.00	1,100.00	1,100.00	800.00	800.00	3,355.00	3,355.00	2,700.00	2,700.00	750.00	750.00	2,000.00	2,000.00
104	Connect to Existing Stub	EA	1.00	100.00	100.00	1,000.00	1,000.00	700.00	700.00	800.00	800.00	1,250.00	1,250.00	1,400.00	1,400.00	750.00	750.00	1,500.00	1,500.00
105	Trench Safety	LF	122.00	5.00	610.00	1.00	122.00	1.00	122.00	1.50	183.00	38.89	4,744.58	11.00	1,342.00	5.00	610.00	2.00	244.00
106	Remove Pavement	SY	105.00	125.00	13,125.00	10.00	1,050.00	15.00	1,575.00	15.00	1,575.00	30.00	3,150.00	28.00	2,940.00	15.00	1,575.00	22.00	2,310.00
107	Concrete Pavement Repair	SY	37.00	175.00	6,475.00	100.00	3,700.00	90.00	3,330.00	100.00	3,700.00	90.00	3,330.00	78.00	2,886.00	90.00	3,330.00	95.00	3,515.00
108	AC Pavement Repair	LF	68.00	85.00	5,780.00	70.00	4,760.00	140.00	9,520.00	110.00	7,480.00	97.17	6,607.56	78.00	5,304.00	90.00	6,120.00	80.00	5,440.00
B	BID ALTERNATE #1				43,040.00		17,734.00		20,767.00		23,702.00		32,345.56		22,608.00		20,515.00		26,389.00
C	TOTAL AMOUNT BID (A + B)				\$ 566,469.25		\$ 257,604.00		\$ 291,044.80		\$ 336,941.00		\$ 346,670.08		\$ 292,695.00		\$ 311,898.50		\$ 456,452.00

** Provision is made for Bidder to include an addition or deduction in his bid, if he wishes, to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the bid for item A or B as applicable.

Note to Specifier: Coordinate the Total Amounts for Alternative Bids with Paragraph 1.17 of the Instructions to Bidders. Alternates and Allowances should be added as necessary after the Base Bid and Total Amount Bid calculations.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
Date: June 12, 2018
Re:

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and TRC Solutions to provide preliminary engineering design for Glendenning Parkway from Preston Road (SH 289) to FM 423. (Brawner)

Background Information:

The City of Celina has determined that an additional east/west roadway is necessary to connect residents on the west side of Celina with Preston Road. In addition, the City is actively pursuing opportunities to encourage downtown development and discourage large truck traffic through the downtown corridor.

Glendenning Parkway is an existing two lane asphalt roadway that is in need of replacement. After evaluating several options, the City of Celina has determined that the reconstruction of this existing roadway to a concrete roadway would be the best course of action to provide the east/west connectivity and provide heavy truck traffic a more direct route to Preston Road (SH 289). The proposed preliminary engineering proposal will allow staff to provide a proposed alignment, a preliminary drainage analysis, and a refined cost estimate.

An MSA with TRC was approved by City Council on November 14, 2017 that was approved by legal. This design will be executed under that approved MSA.

Board Review/Citizen Input:

N/A

Alternatives:

City Council could choose to not proceed with the project.

Financial Considerations:

The proposed preliminary design will cost \$56,000. Funding for the concept plan is available within the existing budget.

Legal Review:

N/A

Supporting Documents:

Preliminary Engineering Proposal

Staff Recommendation:

Staff recommends approval.



T.B.P.E. #F-8632

700 Highlander Blvd., Suite 210
Arlington, TX 76015

817.522.1014 PHONE
www.TRCSolutions.com

June 1, 2018

Mrs. Kimberly Brawner
Director of Engineering
142 N. Ohio Street
Celina, TX 75009

Re: Glendenning Parkway Reconstruction – Preliminary Engineering
Engineering Services Proposal

Dear Mrs. Brawner:

The City of Celina has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the above referenced project. The overall project consists of reconstruction and realignment of the existing roadway from FM 428 to Preston Road. This task order will provide the preliminary engineering for conceptual roadway layouts and cost estimates for the City's use in future planning. Based on the attached Scope of Work, the cost to provide these services is \$56,000 lump sum.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the City and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Thomas", is positioned above a horizontal line.

Justin Thomas, P.E.
Arlington CES Practice Leader
TRC Engineers, Inc.

Jason Laumer, P.E.
City Manager
City of Celina

Attachments

Attachment: Glendenning Prel Proposal (Glendenning Concept Design)

CITY OF CELINA, TEXAS
GLENDENNING PARKWAY PRELIMINARY ENGINEERING
TRC SCOPE OF WORK
JUNE 1, 2018

1. Provide topographical data as required to complete the preliminary engineering design. Survey data will include locations of property lines, drainage easements, trees, fences, and other pertinent existing features within the project area; and providing control points for use during construction. Survey limits will be as shown in the attached survey exhibit.
2. TRC will prepare conceptual layouts (maximum three (3) layouts) showing various alignment options for the roadway and drainage features.
3. TRC will review the existing topography to estimate sizes, locations and costs of concrete pavement with curb and gutter, storm sewer (calculated based on a 100-year storm event) and bridge options. TRC will also review the existing topography south of Glendenning Parkway along the east side of BNSF railroad to determine if it will be feasible to construct a drainage channel to avoid a large storm sewer crossing under BNSF railroad.
4. TRC will review the existing roadway layout, along with the proposed alignment and estimated costs of improvements to provide recommendations on phasing of the construction.

ASSUMPTIONS

The following assumptions apply to the basis of costs for this project:

- Detailed design plan documents will not be provided. If detailed plans are requested, TRC will submit a scope under separate cover.
- City will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- Infrastructure cost estimates will be based on current construction costs.
- Roadway alignment and limits will be similarly as shown in the attached exhibit.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Construction plans and specifications.
- Streetscape, irrigation, or landscape design.
- Geotechnical investigations.
- Bidding services.
- Construction staking.
- Continuous construction inspection or services other than those listed above.
- Hydrologic analysis or flood study.
- Detailed title search or title policy.
- Property Appraisals or Acquisition.
- Attendance at or preparation for condemnation hearings.



- Landowner contact or easement negotiations.
- Preparation of preliminary or final plats or easements.
- Environmental or cultural review of Project limits.
- ASTM Phase I Environmental Site Assessment (ESA) services.
- Permitting services.

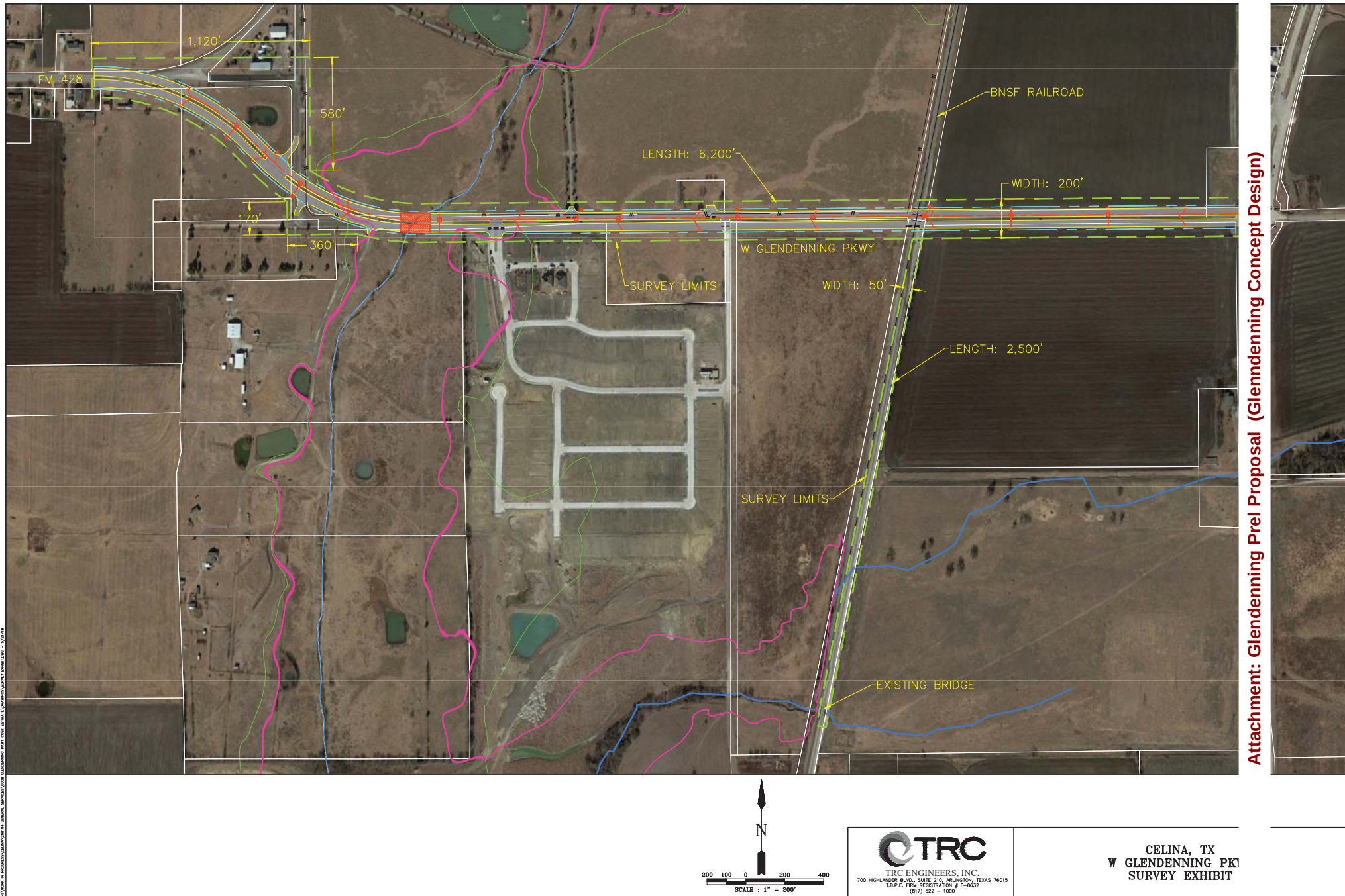
COMPENSATION FOR SERVICES

The cost to provide the engineering services will be invoiced as a lump sum project. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. A breakdown of the costs for the City's review is shown below:

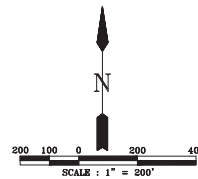
Topographic Survey	\$ 41,000
<u>Preliminary Engineering</u>	<u>\$ 15,000</u>
Total Cost:	\$ 56,000

TRC's lump sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via progress billing (percent complete for each task).



Attachment: Glendenning Prel Proposal (Glendenning Concept Design)



TRC
TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.E.P.E. FIRM REGISTRATION # F-18632
(817) 522-1000

CELINA, TX
W GLENDENNING PKY
SURVEY EXHIBIT



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
Date: June 12, 2018
Re: <Insert Subject/RE Here>

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Dunkin Sims Stoffels Inc. to provide concept design for the expansion of Old Celina Park. (Brawner)

Background Information:

The City of Celina submitted a request for qualifications for Architectural and Engineering Services for the Expansion of Old Celina Park in September 2016. The process was

Board Review/Citizen Input:

<Insert Review/Citizen input here>

Alternatives:

Council could chose to not award the concept plan design

Financial Considerations:

Cost for the design is available in the current budget.

Legal Review:

N/A

Supporting Documents:

Image

Staff Recommendation:

Staff recommends approval.



LANDSCAPE ARCHITECTS / PLANNERS

May 31, 2018

Ms. Kimberly Brawner
 Director of Engineering
 City Engineer
 City of Celina
 142 N. Ohio Street
 Celina, Texas 75009

Dear Ms. Brawner:

We appreciate the opportunity to submit this Scope of Services for the Old Celina Park Phase II in Celina, Texas. This proposal is being submitted for your review and approval. This Scope of Services is divided into two Phases: Phase I – Basic Design Services and Construction Documents for Phase I; and Phase II – Additional Services related to the project.

Dunkin Sims Stoffels, Inc. and City Staff have met over the last year to discuss the Old Celina Park Phase II. Conceptual plans and preliminary cost estimates were prepared for discussion and to determine the scope of services. The following program elements for the park were presented:

- Open Space for League Play
- Backstops
- Parking Lots
- Hard and Soft Surface Trail
- Restroom / Concession Building
- Large Pavilion
- Pond
- Field Lighting

Based on these meetings this proposal will outline the scope of services for preparation of the necessary studies and obtain the required permits and prepare the construction documents and specifications for construction of the park.

PHASE I – BASIC DESIGN SERVICES & CONSTRUCTION DOCUMENTS FOR PHASE I

Design Development Services

An opinion of probable cost for construction has been prepared for the program elements identified by the City for construction in this phase of the project. We have based our fee on the estimated construction amount presented in Preliminary Cost Estimate dated May 14, 2018, \$5,595,150.00.

The services in this phase are divided into three sections: (1) Construction Documents and Specifications; (2) Bidding and Contract Award; (3) Construction Manager at Risk; and (4) Construction Administration. Each section sets forth the services to be performed.

Attachment: Proposal for Old Celina Park Phase II Celina 5-31-18 TG (Old Celina Park Concept Plan)

Conceptual Plan

Based on our meetings, we will prepare several conceptual alternatives for the site and the identified program elements. The proposed park facilities and other community park elements will be located to function with each other and the site. Dunkin Sims Stoffels, Inc. will meet with City Staff to review the conceptual plans and to determine jointly the preferred concept or concepts.

Schematic Site Master Plan

An accurately scaled schematic site master plan will be developed for the preferred alternative. The schematic site master plan will accurately delineate the design of the proposed elements. An opinion of probable cost will be prepared for the schematic plan and submitted to City Staff for review and comment.

Old Celina Park Expansion Master Plan

Based on comments received from City Staff during the schematic phase we will prepare the Master Plans and present phasing options for the park, if necessary. An opinion of probable cost for construction of the park will be developed. The Master Plan will be rendered for presentation to the Park Board and/or City Council.

Construction Documents and Specifications

Construction documents and specifications will be prepared for the park elements outlined in the Opinion of Probable Cost for construction. The consulting team will perform the following tasks in this section of the project:

- Grading Plan(s), which will establish grades for all elements of the project.
- Parking Lots and Interior Park Roads
- Storm Sewer / Site Drainage
- On-Site Utilities (Water, Sewer, Electric)
- Playground Structures
- Hike and Bike Trail Design
- Soccer Fields / Open Play Areas
- Layout Plan(s) locating by dimensions all structures, walks, foul lines, fence lines, planting areas, etc.
- Restroom / Concession Building
- Sports lighting for existing fields and pedestrian and parking lot lights plan for the complex.
- Irrigation Plan(s) showing the location of all heads, pipe, valves, pumps, and controls.
- Construction Details providing plans, sections, elevations of the individual elements of the plan.
- Prepare proposal forms and appropriate add or deduct alternates.
- Prepare the project manual in conjunction with the Construction Manager at Risk (CMR).

Bidding and Contract Award

The Consultant will be responsible for the following tasks in this phase:

- Answer questions and interpret drawing during the bidding period.
- Assist the City in assessing bids.
- Prepare and distribute any required addendum.
- Attend the bid opening and prepare a bid tabulation sheet for completion at the bid opening.
- Analyze the bids and make a written recommendation to the City for awarding a contract.

Construction Manager at Risk

Should the City elect to construct the park utilizing the Construction Manager at Risk we can prepare the advertisement for selection of Construction Manager at Risk (CMR). This is a document which is prepared and used to solicit proposals for selection of the CMR.

Dunkin Sims Stoffels, Inc. will assist the City in reviewing the proposals and determining the most qualified for CMR and will participate with the City during the interviews/interview process of the Construction Manager Firm.

Construction Administration

We will perform the following tasks during the phase of the project.

- Consultation and advice to the City.
- Preparation of elementary and supplementary sketches required to resolve field conditions.
- Approval of submittals and shop drawings submitted by contractors for conformance with the design concept.
- The consulting team shall make periodic site visits to determine if the project is proceeding in accordance with the contract documents. The consulting team shall not be responsible or liable for the Contractor's failure to perform the construction work in accordance with the contract documents.
- Review and approval of all certificates for payment submitted by the Contractor.
- Prepare Change Orders for the City's approval and execution.
- Coordinate final site walk through with the City at the conclusion of the construction and provide a punch list to Contractor to complete the project.

PHASE II – ADDITIONAL SERVICES

Topographical Survey

An on-the-ground topographical survey will be performed to establish grades, property and right-of-way mapping and existing utilities. We would recommend the City budget \$18,000.00 for this task.

Geotechnical Report

A geotechnical report will provide soil analysis and recommendation for the construction of various elements in the park. Based on our experience, we recommend that the City allow \$12,000.00 for this report.

Additional Services (Not Included Within the Proposal)

Additional Services which are not included in this proposal include:

- Detail site plans required by the City Planning Department
- Preliminary or Final Plats
- Engineering for any off-site water or sewer lines
- Evaluation of existing lift station for additional service

REIMBURSABLE EXPENSES

Plan and Specification Reimbursables

The Consultant will invoice the City at cost for all out-of-house printing of plans, specifications and plotting of AutoCAD files. Requested mounting or laminating of master plans will also be invoiced at the incurred cost.

In-house printing of check prints for use in preparing the construction documents are included in the basic design services.

Postage and delivery expenses will not be invoiced during the Design Phase of the contract. Courier, express mail, or overnight delivery charges, as well as, the cost of mailing sets of contract documents to prospective bidders will be charged to the City. We would recommend the City budget \$15,000.00 for this task.

Texas Department of Licensing and Regulation Fee

The City should budget \$2,000.00 for plan review and inspection fees for ADA compliance.

SUMMARY OF FEES

Phase I – Basic Design Services & Construction Documents for Phase I \$ 475,587.75
 (Based on Construction Budget of \$5,595,150.00)

Phase I Total: \$ 475,587.75

Phase II – Additional Services

Topographical Survey..... \$ 18,000.00

Geotechnical Report..... \$ 12,000.00

Additional Services Total: \$ 30,000.00

Reimbursable Expenses

Plan and Specification Reimbursables..... \$ 15,000.00

TDLR Fees..... \$ 2,000.00

Reimbursable Expenses Total: \$ 17,000.00

TOTAL SERVICES FEES: \$ 522,587.75

Preparation of Alternates

The Consultant's fees are based upon the total dollars allocated for construction of the project. The Consultant will prepare an estimate for probable cost of construction. This estimate will be based on the design development phase of the project. Should the City request design alternates be prepared for bidding, the consulting team will invoice the City in addition to the original contract amount, the agreed percentage of construction cost for preparation of plans, construction documents and specifications for the alternates. Any such expenses shall be pre-authorized by the City in advance of work being performed.

The consulting team appreciates the opportunity to submit this Scope of Services and we look forward to working with you and the City of Celina. If you have any questions, do not hesitate to call me.

Sincerely,



Dennis Sims, RLA
Principal