



**NOTICE OF
CITY COUNCIL PUBLIC HEARING AND SPECIAL MEETING
CITY COUNCIL CHAMBERS 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, APRIL 19, 2016 AT 5:30 PM**

AGENDA

I. CALL TO ORDER:

II. PUBLIC HEARING:

- A. The Celina City Council will conduct a public hearing on the proposed involuntary annexation of DC Ranch Phase 1 & 2, a residential subdivision comprised of 130 lots and approximately 165 acres, situated in Collin County, Texas, generally located at the south east corner of CR 97 (Future Coit Road) and CR 134. (DC Ranch) (Liebman)

III. ACTION ITEMS:

- A. Consider and act upon reconsideration of the denial on April 12th of an ordinance amending Section 3.07.018(9) of the Code of Ordinances regarding Kiosk Signs and authorize the City Manager to execute an amendment to the Home Builder Kiosk Sign Program contract with NSP. (Faulkner)
- B. Consider and act upon an ordinance amending Section 3.07.018(9) of the Code of Ordinances regarding Kiosk Signs and authorize the City Manager to execute an amendment to the Home Builder Kiosk Sign Program contract with NSP. (Kiosk Signs) (Liebman)

IV. ADJOURN:

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

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

Date Notice Removed



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 19, 2016
 Re: DC Ranch Second Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing on the proposed involuntary annexation of DC Ranch Phase 1 & 2, a residential subdivision comprised of 130 lots and approximately 165 acres, situated in Collin County, Texas, generally located at the south east corner of CR 97 (Future Coit Road) and CR 134. (DC Ranch) (Liebman)

Background Information:

This is a public hearing for the annexation of DC Ranch Phases 1 & 2. Staff had a meeting with interested residents prior to the start of the annexation process. The annexation is following the Annexation schedule below.

- ~~March 8, 2016 - City Council acts on Resolution to set the public hearing dates.~~
- ~~April 12, 2016 - First public hearing are held. 6:00 @ 112 N. Colorado Dr. Celina, Texas.~~
- April 19, 2016 - Second public hearing held. 5:30 @ 112 N. Colorado Dr. Celina, Texas.
- May 10, 2016 - City Council acts on Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Upon annexation the greater of either \$206,250 or \$2,000 per water meter present at the time of annexation will be due to Marilee Special Utility District. At the time of publication there are 85 Marilee SUD meters on site (\$170,000).

Legal Review:

The City's Land Use Attorney assisted staff during the pre-annexation process.

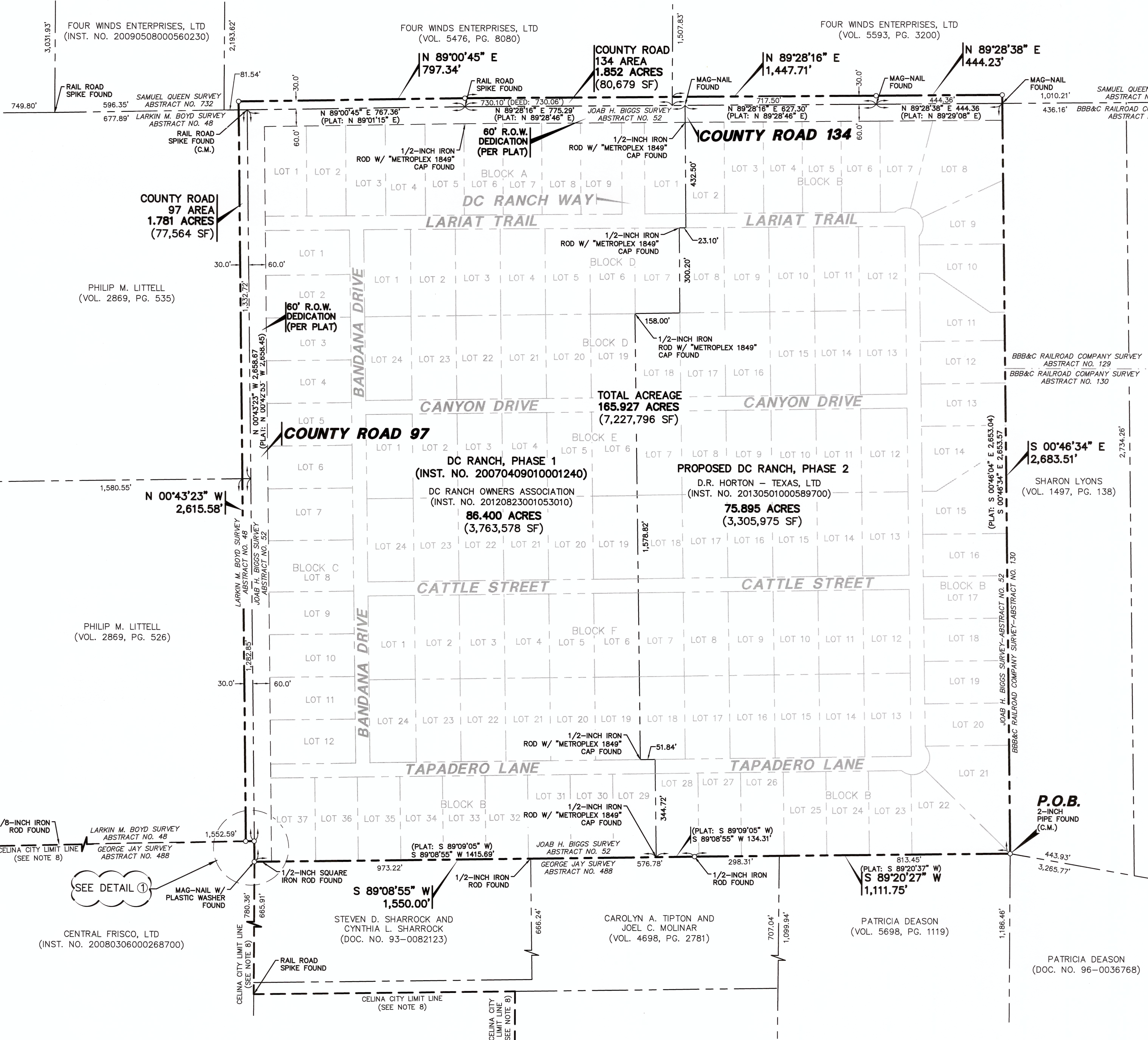
Supporting Documents:

- Exhibit of area to be annexed.

Staff Recommendation:

N/A

CHILLIPS 11/10/2015 - 5:47PM
M:\DWG-37\3736-15.318.DWG SURVEY CSD 2015\3736-15.318.DWG



DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION, of a 165.927 acre tract of land situated in the Joab H. Biggs Survey, Abstract No. 52, the George Jay Survey, Abstract No. 488, the Larkin M. Boyd Survey, Abstract No. 48 and the Samuel Queen Survey, Abstract No. 732, Collin County, Texas; said tract being all of DC Ranch, Phase 1, an addition to the City of Celina, Texas, according to the Plat recorded in Instrument No. 20070409010001240 of the Official Public Records of Collin County, Texas; said tract also being all of proposed DC Ranch, Phase 2, an addition to the City of Celina, Texas; said tract also being all of that tract of land described in Special Warranty Deed to D.R. Horton - Texas, Ltd. recorded in Instrument No. 20130501000589700 of said Official Records; said tract also being part of those tracts of land described in Warranty Deed with Vendor's Lien to Philip M. Littell recorded in Volume 2869, Page 526 and Volume 2869, Page 535 of said Deed Records; said tract also being a part of those tracts of land described in General Warranty Deed to Four Winds Enterprises, Ltd. recorded in Volume 5476, Page 8080 of said Deed Records and in Warranty Deed to Four Winds Enterprises, Ltd. recorded in Volume 5593, Page 3200 of said Deed Records; said 165.927 tract being more particularly described as follows (Bearing system is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Collin County TxDOT combination factor of 1.000152710):

BEGINNING, at a 2-inch iron pipe found for the southeast corner of said proposed DC Ranch, Phase 2 and the northeast corner of a tract of land described in General Warranty Deed to Patricia Deason recorded in Volume 5698, Page 1119 of the Deed Records of Collin County Texas and the northwest corner of a tract of land described in Warranty Deed to Patricia Deason recorded in Document No. 96-0036768 of said Official Records and the southwest corner of a tract of land described in Assignment of Contract of Veteran's Land Board to Sharon Lyons recorded in Volume 1497, Page 138 of said Deed Records;

THENCE, South 89 degrees, 20 minutes, 27 seconds West, along the south line of said DC Ranch, Phase 2 and along the north line of the said Patricia Deason tract, a distance of 1,111.75 feet to a 1/2-inch iron rod found for an angle point in said line; said corner being the northeast corner of a tract of land described in Warranty Deed with Vendor's Lien to Carolyn A. Tipton and Joel C. Molinar recorded in Volume 4698, Page 2781 of said Deed Records;

THENCE, South 89 degrees, 08 minutes, 55 seconds West, along the said south line of proposed DC Ranch, Phase 2 and along the said north line of the Carolyn Tipton and Joel Molinar tract, at a distance of 134.31 feet passing a 1/2-inch iron rod with "METROPLEX 1849" cap found for the southwest corner of said proposed DC Ranch, Phase 2 and the southeast corner of said DC Ranch, Phase 1, continuing in all a total distance of 1,550.00 feet to a Mag-Nail with plastic washer found for corner of County Road 97; said point being the northwest corner of a tract of land described in Warranty Deed with Vendor's Lien to Steven D. Sharrock and Cynthia L. Sharrock recorded in Document No. 93-0082123 of said Official Records; said point also being in the east line of a tract of land described in Special Warranty Deed with Vendor's Lien to Central Frisco, Ltd. recorded Instrument No. 20080306000268700 of said Official Records;

THENCE, North 00 degrees, 43 minutes, 23 seconds West, along the centerline of County Road 97, the west line of said DC Ranch Phase 1 and the east line of the said Central Frisco tract, a distance of 73.27 feet to a point for corner; said point being the northeast corner of the said Central Frisco tract and the southeast corner of the first referenced Philip Littell tract;

THENCE, South 88 degrees, 40 minutes, 42 seconds West, departing the centerline of County Road 97 and along the north line of the said Central Frisco tract and the south line of the first referenced Philip Littell tract, a distance of 30.00 feet to a point for corner;

THENCE, North 00 degrees, 43 minutes, 23 seconds West, across the said Philip Littell tracts, 30-foot west and parallel to the centerline of County Road 97, the east line of the said Philip Littell tracts and the west line of said DC Ranch Phase 1, a distance of 2,615.58 feet to a point for corner; said point being in the said Four Winds Enterprises tracts first reference;

THENCE, over and across said Four Winds Enterprises tract, 30-foot north and parallel to the centerline of County Road 134, the south line of the said Four Winds Enterprises tract and the north line of said DC Ranch Phase 1 and proposed DC Ranch Phase 2, the following three (3) calls:

North 89 degrees, 00 minutes, 45 seconds East, a distance of 797.34 feet to a point for corner;

North 89 degrees, 28 minutes, 16 seconds East, a distance of 1,447.71 feet to a point for corner;

North 89 degrees, 28 minutes, 38 seconds East, a distance of 444.23 feet to a point for corner;

THENCE, South 00 degrees, 46 minutes, 34 seconds East, at a distance of 30.00 feet passing a Mag-Nail Found for the northeast corner of said proposed DC Ranch, Phase 2 and the northwest corner of the said Sharon Lyons tract, continuing in an all a total distance of 2,683.51 feet to the POINT OF BEGINNING;

CONTAINING, 7,227,796 square feet or 165.927 acres of land, more or less.

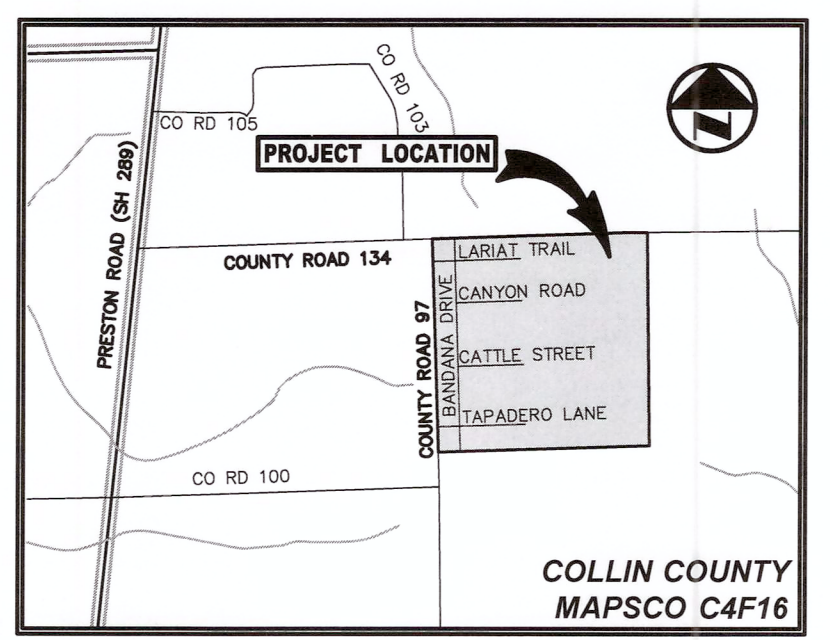
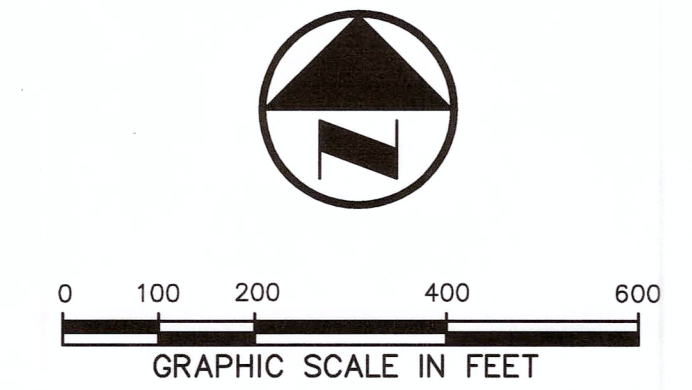
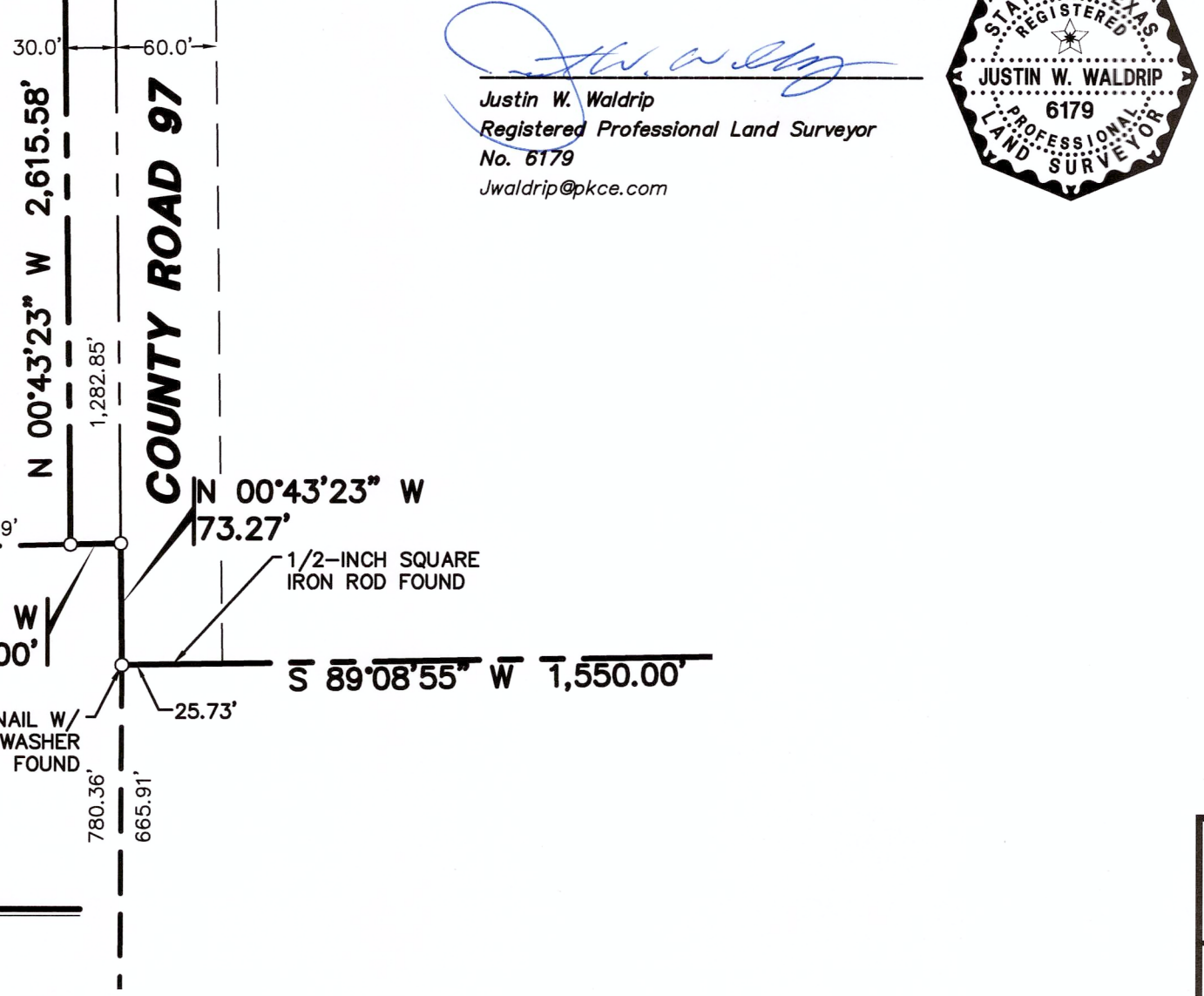
SURVEYOR'S CERTIFICATE

To: City of Celina, Texas, A municipal cooperation.

The plat of survey hereon is a representation of the property as determined from an actual on-the-ground survey conducted by me or under my supervision. This survey has been performed in accordance with the Texas Board of Professional Land Surveying "Professional and Technical Standards". The lines and dimensions of said property are as indicated by the plat. As of this date, I, the undersigned, have no knowledge of or have been advised of any known or apparent intrusions, protrusions, conflicts, or easements except as shown.

The preceding declaration is made to the part or parties named above and is not transferable to any successors or assigns.

Executed as of the 12th day of October, 2015.



VICINITY MAP (NOT TO SCALE)

- LEGEND
- PROPERTY LINE
 - EASEMENT LINE
 - CITY LIMIT LINE
 - POINT FOR CORNER (UNLESS OTHERWISE NOTED)
 - (C.M.) CONTROLLING MONUMENT
 - P.O.B. POINT OF BEGINNING

NOTES

- Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Collin County TxDOT combination factor of 1.000152710.
- This boundary survey has been prepared and performed in accordance with the Professional Land Surveying Practices Act and General Rules of Procedures and Practices, adopted by the Texas Board of Professional Land Surveying.
- This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not abstract the subject property. This survey was performed without the benefit of a current title abstract.
- Square footage totals shown hereon or referenced herein are based on mathematical closures and do not necessarily represent the positional accuracy of the boundary monuments.
- The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; Agreements; Lease Agreements; and ownership title evidence.
- The survey abstract lines shown hereon are approximate and are not located on the ground.
- The city limit lines shown hereon are approximate and based of the City of Celina, Texas Annexation and Extraterritorial Jurisdiction Map, Updated: April 30, 2013.

1 DETAIL
NOT TO SCALE

BOUNDARY SURVEY
DC RANCH ANNEXATION
LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS
AND BEING OUT OF THE
JOAB H. BIGGS SURVEY, ABSTRACT NO. 52,
GEORGE JAY SURVEY, ABSTRACT NO. 488,
LARKIN M. BOYD SURVEY, ABSTRACT NO. 48 AND
THE SAMUEL QUEEN SURVEY, ABSTRACT NO. 732
COLLIN COUNTY, TEXAS

Pacheco Koch
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY CTP	CHECKED BY JWW	SCALE 1"=200'	DATE 10/12/2015	JOB NUMBER 3736-15.318
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DWG FILE: 3736-15.318.DWG Packet Pg. 3



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: April 19, 2016
Re: Vote reconsideration

Action Requested:

Consider and act upon reconsideration of the denial on April 12th of an ordinance amending Section 3.07.018(9) of the Code of Ordinances regarding Kiosk Signs and authorize the City Manager to execute an amendment to the Home Builder Kiosk Sign Program contract with NSP. (Faulkner)

Background Information:

A written request was received from Councilman Geiger on April 13th to reconsider the vote on amending the Kiosk sign section of the City Code and allow council members who were not present at the April 12th meeting a chance to vote.

Board Review/Citizen Input:

N/A

Alternatives:

Allow original vote to stand.

Financial Considerations:

Legal Review:

City Attorney gave advice on procedure to reconsider the vote.

Supporting Documents:

Request

Staff Recommendation:

Vicki Faulkner

From: Erik Geiger
Sent: Wednesday, April 13, 2016 5:23 PM
To: Vicki Faulkner
Cc: Lance Vanzant; Sean Terry
Subject: Kiosk sign agenda item

I would like to bring the kiosk sign agenda item back to the agenda on April 19, out of respect to the council members who were not present last night.

Erik

Sent from my iPad

Attachment: Reconsideration of vote (1578 : Vote reconsideration)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: April 19, 2016
 Re: Sign Ordinance Amendment - Kiosk Signs

Action Requested:

Consider and act upon an ordinance amending Section 3.07.018(9) of the Code of Ordinances regarding Kiosk Signs and authorize the City Manager to execute an amendment to the Home Builder Kiosk Sign Program contract with NSP. (Kiosk Signs) (Liebman)

Background Information:

At their meeting on December 7, 2015, the City Council adopted a Kiosk Sign Program to curtail or eliminate the proliferation of bandit signs advertising new home development within Celina and its ETJ and to provide a legal means to advertise both residential developments and individual home builders. The kiosk signs are meant to direct potential home buyers to residential neighborhoods in Celina from heavily trafficked locations, such as Preston Road, Frontier Parkway and the Dallas North Tollway. At that time, Section 3.07.018(9) of the Code of Ordinances allowed kiosk signs in general and was not changed to meet the specific application of the Home Builder Kiosk Sign Program.

The Sign Ordinance allows for kiosk signs but requires that kiosk signs be placed greater than 200 feet but less than 450 feet from “an intersection of two (2) major thoroughfares.” Staff feels that this is too restrictive since many of the most heavily trafficked roadways are not designated on the Thoroughfare Plan as “major thoroughfares.” These include the Outer Loop, Freeways, Tollways, and the new designation of “modified major thoroughfare.” In addition, NSP, the company with whom the City has a contract, having extensive experience in this type of program and profitable locations, has proposed sign placements with staff and City Manager approval in locations that are not specifically near intersections. Staff is requesting that the phrase “or in other locations approved by the City Manager or his designee” be added to the paragraph regarding placement.

The second revision would be to amend the contract with NSP to require the company to set a priority for advertising the development(s) closest to the sign in question. For example, at the current time, only housing developers in Light Farms are shown on the signs. When the Creeks of Legacy, Lilyana (Wells South), Mustang Lakes and other housing developments come on line, these developments and their builders should have priority over those home builders located 1) more than two miles away from the particular sign, and 2) in the ETJ.

Legal Obligations and Review:

N/A

Supporting Documents:

Revised Ordinance wording
 Revised Contract wording

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

Proposed Amendments to Section 3.07.018(9) of the Code of Ordinances, “Kiosk Signs,” which shall read as follows:

(9) Kiosk (panel) sign 1 (KPS1).

- (A) Time for KPS-1. On properties **generally** located at the intersection of two (2) major thoroughfares, kiosk (panel) signs are permissible subject to the following conditions and upon the issuance of a sign permit.
- (B) Place for KPS-1. Kiosk (panel) signs shall be placed on a property located at the intersection of two (2) major thoroughfares as defined and illustrated on the city’s thoroughfare plan as it currently exists or may be amended. Kiosk (panel) signs shall be placed a minimum of two hundred (200) feet and a maximum of four hundred fifty (450) feet from the intersecting right-of-way line, **or in other locations approved by the City Manager or his or her designee.** Kiosk (panel) signs may be placed in the right-of-way.
- (C) Manner for KPS-1. Kiosk (panel) signs shall be designed in accordance with the following design standards:
 - (i) A maximum of four (4) kiosk (panel) signs are permitted at an intersection. One (1) kiosk (panel) sign is permitted on each street corner.
 - (ii) The kiosk (panel) sign and its panels shall be of steel construction or wood construction painted with exterior oil-based paint.
 - (iii) The cost of production, installation, maintenance, and relocation or removal of the kiosk (panel) sign shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and several [severable] liability.
 - (iv) The maximum height shall not exceed ten (10) feet.
 - (v) The maximum width shall not exceed six (6) feet.
 - (vi) The color of the panels and the letters shall be uniform throughout the entire city.

PROPOSED AMENDMENT AGREEMENT FOR SERVICES

This Agreement (“Agreement”) is entered into by and between the CELINA, TX and NATIONAL SIGN PLAZAS, INC., a California corporation (“Contractor”) (collectively, the “Parties”).

WHEREAS, City Code of Ordinances Section 3.07.018(9) allows City to install Sign Plazas within City and County rights-of-way (but not State rights-of-way) and,

WHEREAS, City desires to initiate a Sign Plaza Program to give direction to subdivisions, developers and homebuilders within the City, and to contract for the installation and maintenance of the Sign Plazas and sign panels; and

WHEREAS, Contractor represents that it is a California corporation authorized to do business in the State of Texas; and

WHEREAS, Contractor desires to install Sign Plazas as described more fully in this Agreement; and

WHEREAS, Contractor desires to maintain the Sign Plazas after their installation and to lease space on the Sign Plazas to developers and homebuilders and to bill and collect fees from the developers and homebuilders for itself and for the City; and,

WHEREAS, Contractor submitted a proposal that meets the City’s needs.

NOW, THEREFORE in consideration of these recitals and other good and valuable consideration, the value and receipt of which is acknowledged, City and Contractor agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement by reference.
2. Contract Documents. The Contract Documents, which set forth the entire Agreement of the Parties, are named below. In the event of a conflict between the terms of two or more documents, they shall take priority in the order set forth below:
 - A. All applicable laws and regulations of the CITY OF CELINA in the STATE OF TEXAS.
 - B. This Agreement.

Each party shall comply with all of the terms, conditions and specifications contained in the Contract Documents.

1. Scope of Work. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:

In administering the Sign Plaza Program, the contractor will:

- A. Construct, install, maintain and repair approved Sign Plazas and sign panels.
- B. Contract with developers and homebuilders for the lease of sign panels.
- C. Assist City in determining appropriate locations for Sign Plazas.
- D. Assist City with identifying and removing all illegal off-premise signage.
- E. Attend meetings as necessary with City staff and developers to coordinate project.
- F. Collect all lease payments and remit to City, on a quarterly basis, an administrative fee as specified in Section 4.B of this document.

2. Definition, Purpose of Sign Plaza Programs and Specifications of Sign Plazas.

- A. Definition. For the purposes of this Agreement, a Sign Plaza is a structure placed in the City right of way for the purpose of displaying sign panels. The specifications of the Sign Plaza and sign panels are more fully developed in these Contract Documents.
- B. Purpose of Sign Plazas. The purpose of Sign Plazas is to provide direction for homebuyers, and the like, to the location of subdivisions, housing developments, homebuilders and public facilities within the City of Celina, Texas, and its Extraterritorial Jurisdiction (ETJ) while discouraging the placement of unsightly and hazardous off-site directional signs.
- C. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture and install Sign Plaza structures and sign panels in accordance with the specifications in these Contract Documents and the following:
 1. Sign Plaza Structures shall not exceed twelve (12) feet above average grade. Structures shall be more completely described in Exhibit A.
 2. Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) sign panels, doubled-sided, if necessary.
 3. A City topper panel will be designed for the CITY OF CELINA, TX and shall be prominently displayed at the top of

any Sign Plaza within ~~the jurisdictional limits of~~ the City of Celina, Texas, **and its Extraterritorial Jurisdiction (ETJ)** and shall be visible on any side of a Sign Plaza which displays directional sign panels.

4. The color of all Sign Plaza Structures shall be determined by the City. All sign panels shall conform to Section 4.C.11 below.
5. The Contractor shall submit final design plans to the City for approval prior to installation of any Sign Plaza.
6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.
7. Sign Plaza locations shall be approved and designated by the City with the assistance of the Contractor.
8. At the City request and direction, the Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City/County.
9. Contractor shall provide, at no cost to the City, the equivalent of not less than ten percent (10%) of all permitted Sign Plazas to the City for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for developers, homebuilders, and residential communities, and shall be installed with no more than two (2) such sign panels per plaza.
10. Contractor shall provide to the City a semi-annual inventory report of existing installed sign panels.
11. Sign panels shall contain only the name of a residential community, subdivision, homebuilder, public facility, City and logo, the builder or developer's name and/or logo, the builder or developer's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by City, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.
12. **Contractor shall prioritize Sign Plaza usage by 1) proximity to residential developments, and 2) locations within the City Limits.**
13. Contractor shall, at its own cost, maintain, repair, replace and repaint each sign panel as necessary or deemed necessary by the City. Upon notice by the City, Contractor agrees to

undertake necessary repairs or replacement of any sign panel within seventy-two (72) hours of receipt of notice.

14. Contractor shall not install or maintain any Sign Plazas or sign panels within the City, which are not in compliance with the terms of this Agreement.
 15. Sign Panels shall be constructed on Alpolic 360. The panels shall be vinyl coated with a material comparable to 3M Engineering Grade Retro-reflective.
 16. Individual sign panels on the Primary Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Community Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Neighborhood Structures shall not exceed thirty (30) inches in horizontal length by thirty (30) inches in height.
3. Number of Sign Plaza Structures. The City has sole discretion to determine the number and placement of the Sign Plazas in its right-of-way. The City shall agree to allow the signage to direct homebuyers to each new housing community. Said signage shall be defined as one Sign Plaza at each location where homebuyers require information regarding a change of direction and likewise where homebuyers would need reassurance to continue in a certain direction. One or more structures, located at least one hundred (100) feet apart, shall be allowed to accommodate directional sign panels. Contractor may submit to City at any time during the term of the Agreement subsequent requests for the timely approval of additional Sign Plaza locations, as may be expressed by homebuilders, developers, and residential communities over time.
 4. Price and Payment Schedule for the Purchase of the Sign Plazas and Sign Panels. Subject to the provisions in Paragraph 6 below, the price and payment schedule for Sign Plazas shall be as follows:
 - A. Contractor will install the Sign Plazas and rotate City panels at no cost to the City.
 - B. Contractor will collect, and remit to the City, an amount of \$10.00 per panel per month. Said fees shall be remitted within sixty (60) days of the end of each fiscal quarter. Fiscal quarters will be based on the Contractor's fiscal cycle, beginning October 1 and ending September 30.
 5. Term of Agreement and Termination of Agreement
 - A. Term. The term of this Agreement is ten (10) years.
 - B. Renewal. At the end of the initial ten-year term, this contract will automatically renew for an additional (10) ten year term unless either party provides at least sixty (60) days advanced notice before the end of the initial term, of their intention(s) to terminate this Agreement.

C. Termination. This Agreement may be not be terminated by either party, except for breach as provided for in this Agreement:

1. Termination by City. If Contractor breaches and fails to remedy said breach as provided for in this Agreement, the City may terminate this contract. Contractor shall remove the Sign Plazas within thirty (30) businesses days after receiving a written termination letter from the City
 2. Termination by Contractor. If Contractor terminates this Agreement before the end of the term as stated in subsection A immediately above, Contractor agrees that the Sign Plazas shall remain in place and that the sign panels and all receivables from the placement of the sign panels shall become the property of the City. Further, Contractor agrees to promptly transfer all information related to the placement of the sign panels to the City, including, but not limited to, the original sign service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.
6. Placement of Sign Panels. After the City's written approval and acceptance of the installed Sign Plazas, the City agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements and to maintain the Sign Plazas and sign panels subject to the terms of this Agreement.
- A. Contractor agrees to offer and place sign panels for homebuilders, developers and residential communities. Contractor further agrees to use Contractor's best efforts to place all available sign panels.
 - B. Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor shall be allowed an annual cost of living increase for the fees as determined by the Consumer Price Index.
 - C. Contractor agrees to maintain all aspects of the placement of the sign panels, including entering into sign placement service agreements, billing, collecting fees, and paying any applicable taxes and fees.
 - D. Contractor will remit to the City on a quarterly basis the amount of the City's Administrative Fee as specified in Section 4.B of this document.
 - E. Contractor agrees to provide an annual report to the City pertaining to the number of sign panels installed within the City, the amount billed and the collection of the City's amount Administrative Fees.

- F. Contractor agrees that in no event will the City be liable for any fee payment or other fees related to the placement of the sign panels.
- G. Contractor agrees to include in all sign service agreements an assignment clause which will assign Contractor's rights to fee payment to the City in the event Contractor elects to terminate this Agreement pursuant to Paragraph 5.C.2 above.
- H. Homebuilders, developers, and residential communities with sites located within the jurisdictional boundaries of the City, present and soon-to-be-annexed, shall at all times be allowed to participate in the Sign Plaza program.
- I. City and Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza Structures.

7. Maintenance of Sign Plazas:

- A. Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.
- B. Contractor agrees to replace damaged Sign Plazas and sign panels, as it deems necessary or as requested by the City.
- C. Contractor agrees to provide to the City a telephone number and a contact person allowing the City to contact Contractor requesting maintenance on the Sign Plazas or sign panels 24 hours a day, seven days a week.
- D. Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the City's written request for repair. Contractor further agrees to remove for repair all sign panels within seventy-two (72) hours of written notification of the need of repair by the City. Sign panel will be replaced within five (5) business days of the written notification.
- E. Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.
- F. Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement.

8. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City, its officials, officers, agents, and employees from: a) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the negligent or willful act or omission of the Contractor or the Contractor's officer, agent, employee, or subcontractor; and b) reasonable attorney fees, court costs, settlement expenses and litigation expenses related to liability described in subsection a) immediately above and/or relating to any claim or action asserting such liability against the City, its officials, officers, agents, and employees, unless said claim or action is the result of the negligent or

willful act or omission of the City or the City's officer, agent, employee, or subcontractor.

9. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in CELINA, TX with the following policy limits.

- A. Comprehensive General Liability - \$2,000,000 combined aggregate
- B. Automobile Liability - \$1,000,000
- C. Workers Compensation
 - 1. Bodily Injury by Accident - \$1,000,000
 - 2. Bodily Injury by Disease - \$500,000

Upon written request, Contractor shall present a Certificate of Insurance in a form satisfactory to the City Attorney which shall name the City as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify the City in writing if such an event occurs. Contractor shall have Five (5) business days to cure any such default.

10. Independent Contractor. Contractor shall, at all times herein, be an independent contractor and not an employee of the City.

11. Notice. Any notice required to be given pursuant to this Agreement may be personally served upon the parties or may be served by certified mail, return receipt required, to:

CITY:
City of Celina
Attn:

Telephone:
Fax:

CONTRACTOR:
National Sign Plazas
Attn: Grant Hayzlett, President
2422 S. Trenton Way Unit H
Denver, CO 80231
Telephone: 720-482-9293
Fax: 303-790-0924

All notices, regardless of the nature of service, shall additionally be served upon Contractor at Contractor's office(s) in the State of Texas located at:

Attn: Steve Startzell
20302 Park Row Suite # 900
Katy, TX 77449
Telephone: 832-549-9407

Fax: 832-321-5937

12. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Sign Plaza structures and production of the sign panels, which require equipment, materials and expertise which the Contractor reasonably may not be expected to possess, without the City's prior written consent.
13. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the City Council at a public meeting. This Agreement shall be governed under Texas State law, and any action relating to the Agreement shall be brought only in the City of Celina.
14. Mutual Drafting. The City and the Contractor each has had opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.
15. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

City of Celina, TX

National Sign Plazas, Inc
a California Corporation

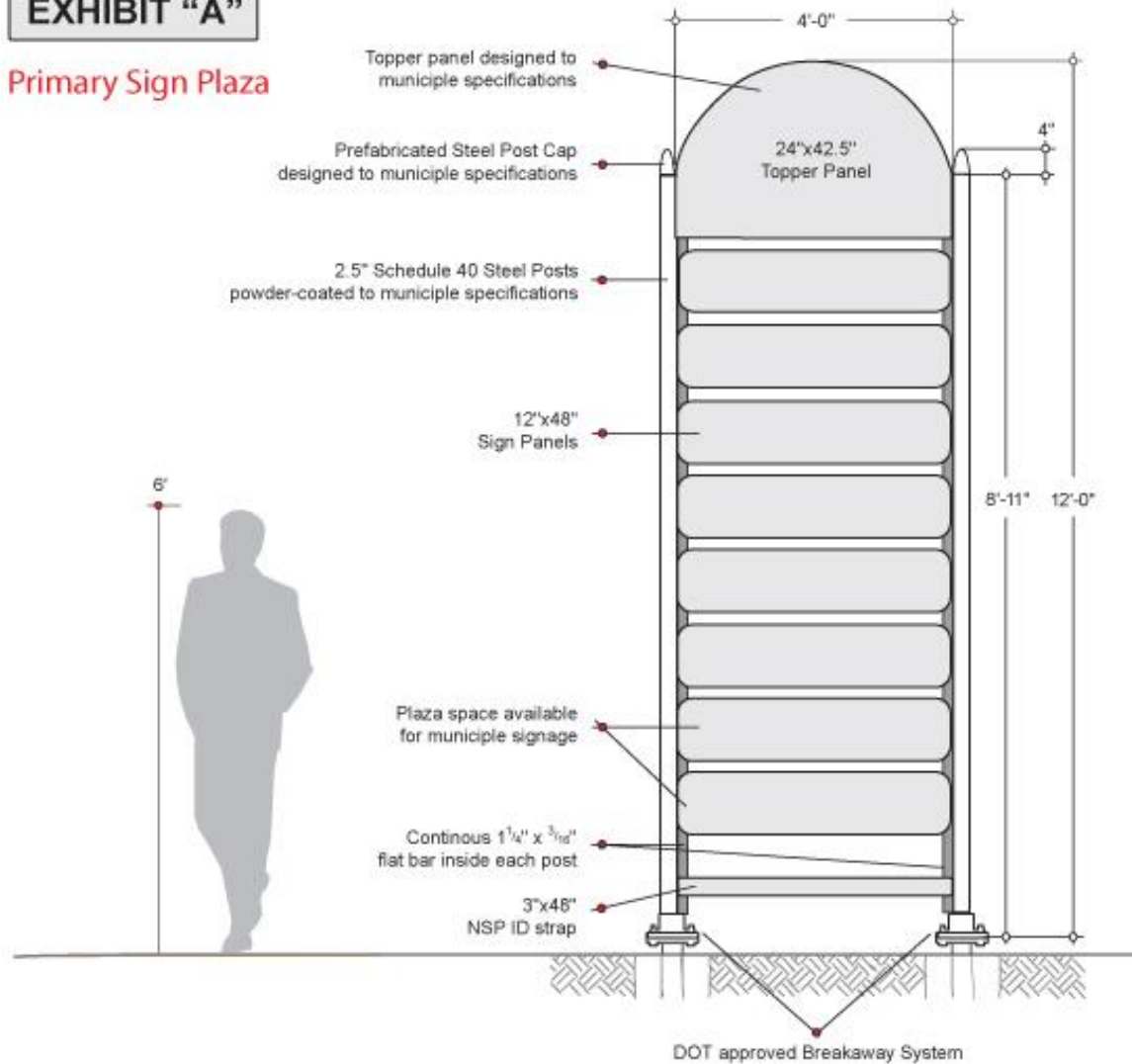
By _____

By _____
Grant Hayzlett, President

Date _____

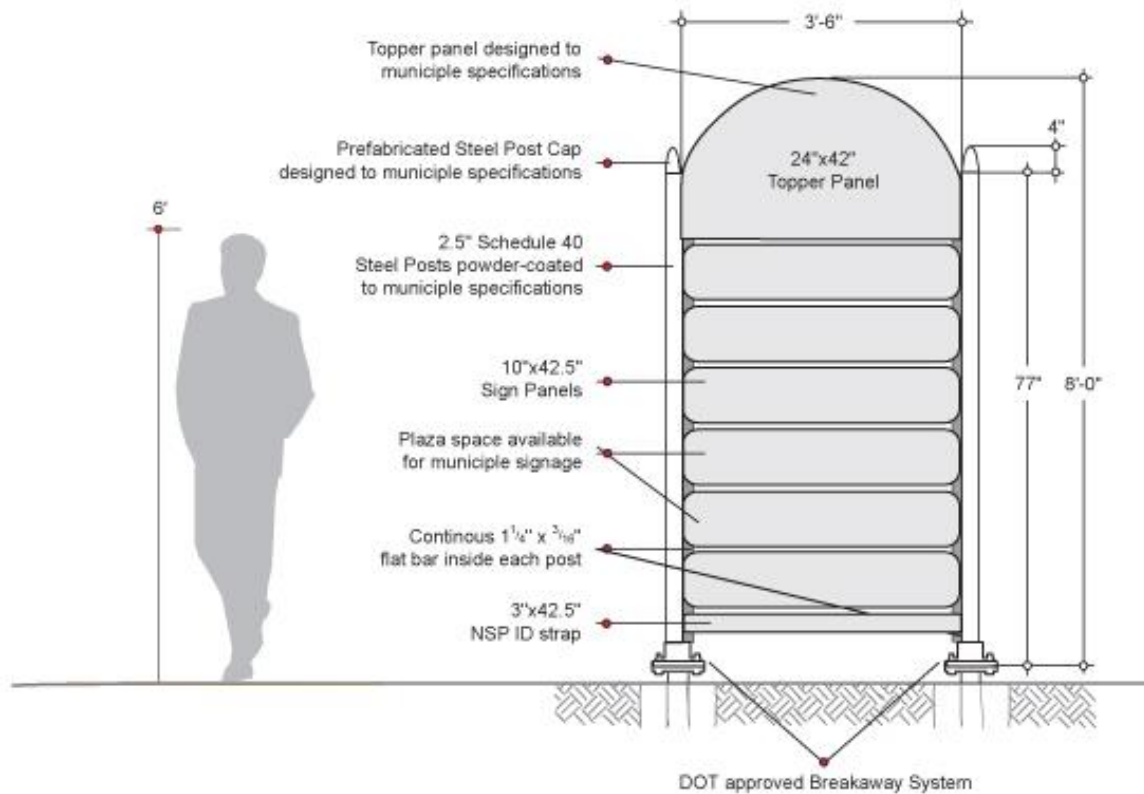
Date _____

Attachment: Celina Agreement Amendment 4-12-16 (1559 : Sign Ordinance Amendment - Kiosk Signs)

EXHIBIT "A"**Primary Sign Plaza****Primary Sign Panel Specifications**

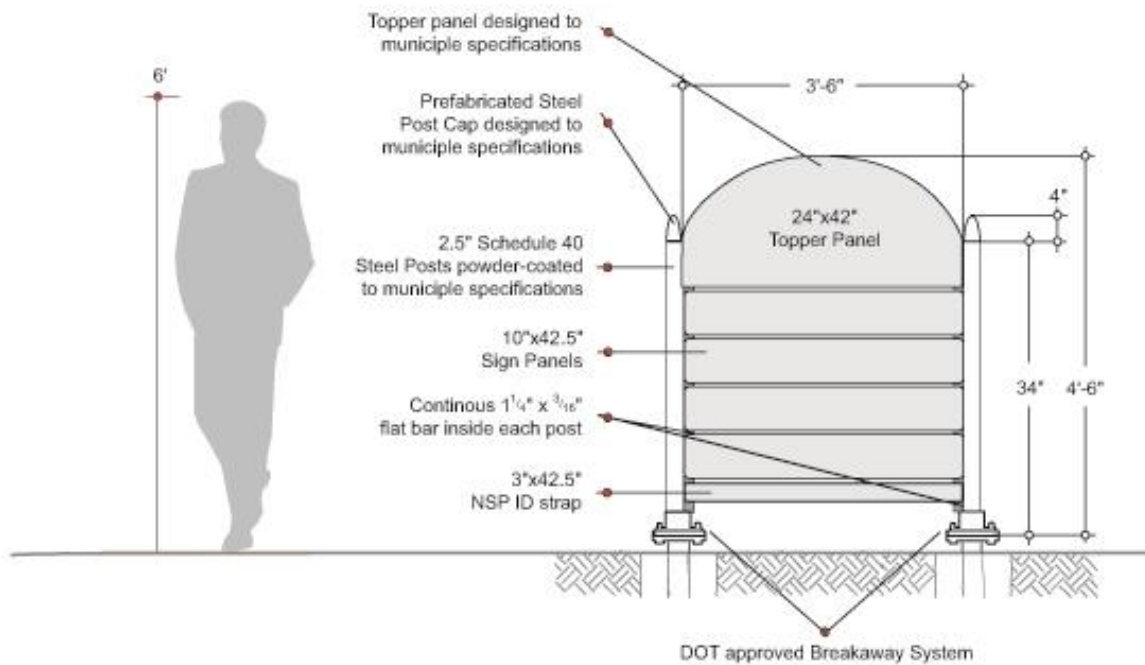
- Alpollic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



EXHIBIT "A"**Community Sign Plaza****Community Sign Panel Specifications**

- Alpollic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



EXHIBIT "A"**Neighborhood Sign Plaza****Neighborhood Sign Panel Specifications**

- Alpollic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



CITY OF CELINA, TEXAS

ORDINANCE 2016-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, PROVIDING A COMPREHENSIVE REVISION OF THE CITY'S SIGN ORDINANCE BY AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 3: BUILDING REGULATIONS, ARTICLE 3.07: SIGNS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 216 of the Texas Local Government Code, empowers a municipality to establish regulations pertaining to signs within its incorporated boundaries and its extraterritorial jurisdiction.

WHEREAS, the City Council, has determined that adjusting the City's sign standards will provide flexibility to both our residents and developers, while promoting an aesthetically pleasing environment; and

WHEREAS, the City Council, has determined that adjusting the City's sign standards is necessary to promote responsible land and economic development, and to protect the public health and safety.

WHEREAS, the City's former sign ordinance was enacted as Ordinance No 2003-23 on May 23, 2003;

WHEREAS, Ordinance No. 2003-23 now codified as article 3.07.018 in the City's Code of Ordinances set forth certain rules regarding Kiosk (Panel) Sign 1 (KPS1);

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

Attachment: Sign Amendment Ordinance 4-19-16 (1559 : Sign Ordinance Amendment - Kiosk Signs)

SECTION 1

INCORPORATION OF PREMISES

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

SECTION 2

FINDINGS

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

SECTION 3

AMENDMENTS

ARTICLE 3.07 SIGNS

3.01 That the Celina Code of Ordinances, Chapter 3: Building Regulations; Article 3.07: Signs; Section 3.07.018(9), "Kiosk (Panel) Sign 1 (KPS1)" shall be amended to read as follows:

(9) Kiosk (Panel) Sign 1 (KPS1) (Also known as builder/developer signs).

- (A) Time for KPS-1 Signs. Kiosk (panel) signs are permissible subject to the following conditions and may be erected following the executed contract between the City Manager and the approved sign company, as selected by City Council. Individual sign permits for each kiosk sign are not required.
- (B) Place for KPS-1 Signs. Kiosk (panel) signs may be placed on private property (with the written permission of the owner on file at City Hall) or within city or county rights-of-way located at the intersection of two (2) thoroughfares. Kiosk (panel) signs may be placed a minimum of five (5) feet from the pavement within the right-of-way, but shall not impede vehicular sight lines. Kiosk signs may also be placed on private property (with the written permission of the owner on file at City Hall) or within city or county rights-of-way between intersections, as deemed to be appropriate locations by the City Manager or his designee.
- (C) Manner for KPS-1 Signs. Kiosk (panel) signs shall be designed in accordance with the following design standards:
 - i. A maximum of four (4) kiosk (panel) signs are permitted at an intersection. One (1) kiosk (panel) sign is permitted on each of the four street corners.
 - ii. The kiosk (panel) sign and its panels shall be of steel construction or wood construction painted with exterior oil-based paint.
 - iii. The cost of production, installation, maintenance, and relocation or removal of the kiosk (panel) sign shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and several [severable] liability.
 - iv. The maximum height shall not exceed ten (10) feet.
 - v. The maximum width shall not exceed six (6) feet.

Attachment: Sign Amendment Ordinance 4-19-16 (1559 : Sign Ordinance Amendment - Kiosk Signs)

- vi. The color of the panels and the letters shall be uniform throughout the entire city.

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

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect. This Ordinance shall not repeal or replace section 3.07.004 in any respect but said section and the amortization timetable therein are hereby ratified and affirmed.

SECTION 5 **SAVINGS CLAUSE**

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

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PENALTY**

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

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

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 19th day of April, 2016.

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

CURRENT SIGN ORDINANCE
Chapter 3, Building Regulations
Sec. 3.07.018 Signs allowed - permit required

- (9) Kiosk (Panel) Sign 1 (KPS1) Also known as builder/developer signs.
- (A) Time for KPS-1 Signs. ~~On properties located at the intersection of two (2) major thoroughfares,~~ Kiosk (panel) signs are permissible subject to the following conditions and **may be erected following upon the issuance of a sign permit executed contract between the City Manager and the approved sign company, as selected by City Council. Individual sign permits for each kiosk sign are not required.**
- (B) Place for KPS-1 Signs. Kiosk (panel) signs ~~shall~~ **may** be placed on a **private property (with the written permission of the owner on file at City Hall) or within city or county rights-of-way** located at the intersection of two (2) ~~major thoroughfares as defined and illustrated on the city's thoroughfare plan as it currently exists or may be amended.~~ Kiosk (panel) signs ~~shall~~ **may** be placed a minimum of ~~two hundred (200)~~ **five (5) feet from the pavement within the city or county right-of-way, but shall not impede vehicular sight lines and a maximum of four hundred fifty (450) feet from the intersecting right-of-way line.** Kiosk (panel) signs ~~may be placed in the right-of-way.~~ **Kiosk signs may also be placed on private property (with the written permission of the owner on file at City Hall) or within city or county rights-of-way between intersections, as deemed to be appropriate locations by the City Manager or his designee.**
- (C) Manner for KPS-1 Signs. Kiosk (panel) signs shall be designed in accordance with the following design standards:
- (i) A maximum of four (4) kiosk (panel) signs are permitted at an intersection. One (1) kiosk (panel) sign is permitted on each **of the four** street corners.
 - (ii) The kiosk (panel) sign and its panels shall be of steel construction or wood construction painted with exterior oil-based paint.
 - (iii) The cost of production, installation, maintenance, and relocation or removal of the kiosk (panel) sign shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and several [severable] liability.
 - (iv) The maximum height shall not exceed ten (10) feet.
 - (v) The maximum width shall not exceed six (6) feet.
 - (vi) The color of the panels and the letters shall be uniform throughout the entire city.