



Life Connected.

**CITY COUNCIL REGULAR MEETING
VIRTUAL MEETING
VIA ZOOM VIDEO CONFERENCE
TUESDAY, APRIL 14, 2020
5:00 PM**

AGENDA

PLEASE DIAL THE # OR CLICK THE LINK BELOW TO JOIN THE MEETING

Dial one of two toll-free 800 numbers: 888 475 4499 (Toll Free) 877 853 5257 (Toll Free)

Webinar ID 581-600-499 Password: 319007

To request to speak, enter *9. The meeting moderator will acknowledge your request and allow you to speak.

To join by computer, please click the link below to join the webinar:

<https://zoom.us/j/581600499?pwd=QURXeTJ4K1JkMVRyMWppMXNUQU9LQT09>

Password: 319007

To request to speak, click on the “raise hand” option at the bottom of the Zoom client. The meeting moderator will acknowledge your request and allow you to speak.

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Discussion regarding the Noise Ordinance. (McAfee)
- B. Discussion regarding any and/or all agenda items.
- C. Staff Reports attached

V. 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 that are prohibited by law.

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.

VI. EXECUTIVE SESSION:

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 - Mar 10, 2020 5:00 PM
2. City Council - Special Meeting - Mar 23, 2020 5:30 PM
3. City Council - Special Meeting - Mar 30, 2020 5:30 PM

B. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Hangartner Commercial, Inc. for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Nelson Hotel DIP) (Barton)

C. Consider and act upon an agreement between the City of Celina and the BNSF Railroad. (BNSF ROW Maintenance Agreement) (McAfee)

D. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 13: Utilities, by adding a new Article 13.10: Irrigation Systems. (Irrigation Ordinance) (McAfee)

E. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 36 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 4,000 feet east of Preston Road and south of future Carl Darnall Parkway. (Public Works Service Center Annexation Service Agreement) (Mohan)

F. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 41 acre tract of land within the Extraterritorial Jurisdiction, generally located on the north side of Choate Parkway and approximately 1,600 feet west of Custer Road. (Gandy 40 Annexation Service Agreement) (Mohan)

G. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 119 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southeast corner of future Coit Road and future Glendenning Parkway. (Tuscany Estates Annexation Service Agreement) (Mohan)

H. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 18 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Oklahoma Sunset Annexation Service Agreement) (Mohan)

- I. Consider and act upon a resolution setting a public hearing under Sec. 372.009 of the Texas Local Government Code for the creation of the Edgewood Creek Public Improvement District within the Extraterritorial Jurisdiction of the City of Celina, Texas; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (DeBuff)
- J. Consider and act upon a resolution approving a policy for the use of social media for City business. (DeBuff)
- K. Consider and act to award bid 2020-0028 for striping of Doe Branch and Clear Creek in an amount not to exceed \$34,783.60 plus ten percent contingency (\$3,478.36) for a total of \$38,261.96 to Stripe-A-Zone, Inc. (Berry)
- L. Consider and act to award RFQ for the Law Enforcement Center Master Plan to Brinkley Sargent in an amount not to exceed \$83,320.00 (Berry)
- M. Consider and act to authorize an agreement with TRC Engineers, Inc. for design services of Coit Road 24 Inch Water Line, Phases I & II from East Sunset Blvd to CR 110 in an amount not to exceed \$411,700.00. (Berry)
- N. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Garden Development Group LLC for water & wastewater impact fee credits. (Brawner)
- O. Consider and act upon a resolution of the City Council of the City of Celina, Texas, authorizing the signatories of all city bank accounts. (Stovall)
- P. Consider and act upon an ordinance of the City of Celina, Texas amending, continuing and renewing a declaration of a local state of disaster due to a public health emergency in response to the COVID-19 virus outbreak, pursuant to the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code and Chapter 122 of the Texas Health and Safety Code; providing a penalty; providing for publication; and providing an effective date. (Vanzant)
- Q. Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain authorized improvements to be financed within Neighborhood Improvement Area #3 of the Wells North Public Improvement District; approving a preliminary service and assessment plan updated for Neighborhood Improvement Area #3, including a proposed Neighborhood Improvement Area #3 assessment roll; directing the filing of the proposed Neighborhood Improvement Area #3 assessment roll with the City Secretary to make available for public inspection; noticing a public hearing for May 12, 2020 to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #3 of the Wells North Public Improvement District. (DeBuff)
- R. Consider and act upon 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. (Colakovic)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct the first of three public hearings to annex approximately 59 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-02 Annexation First Public Hearing) (Mohan)
- 1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
 - 2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
 - 3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
 - 4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
 - 5) Denton CAD Property ID 196342, being an approximate 5.51 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 5A; generally located approximately 1,500 feet south of FM 428 and approximately 3,600 feet east of FM 1385,
 - 6) Denton CAD Property ID 515317, being an approximate 1.78 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 4A; generally located approximately 800 feet south of FM 428 and approximately 2,700 feet east of FM 1385,
 - 7) Denton CAD Property ID 75818, being an approximate 3.574 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 2, and Abstract No. 1106 in the Old DCAD Survey, Tract 3C, 4B, 5B; generally located south of FM 428 and approximately 2,300 feet east of FM 1385,
 - 8) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,
 - 9) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road,

- 10) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and
- 11) Collin CAD Property ID 2647903, being an approximate 3.23 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 12; generally located at southwest corner of Custer Road and Sunset Boulevard.
- B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 36 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 4,000 feet east of Preston Road and south of future Carl Darnall Parkway. (Public Works Service Center Annexation) (Mohan)
- C. The Celina City Council will conduct a public hearing to consider 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 zoning an approximately 36 acre tract of land to Community Facilities District (CF), generally located approximately 4,000 feet east of Preston Road and south of future Carl Darnall Parkway. (Public Works Service Center Zoning) (Mohan)
- D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 41 acre tract of land within the Extraterritorial Jurisdiction, generally located on the north side of Choate Parkway and approximately 1,600 feet west of Custer Road. (Gandy 40 Annexation) (Mohan)
- E. The Celina City Council will conduct a public hearing to consider 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 zoning an approximately 41 acre tract of land to Commercial, Office, & Retail District (C) with Collin County Outer Loop Overlay (CCOLO), generally located on the north side of Choate Parkway and approximately 1,600 feet west of Custer Road. (Gandy 40 Zoning) (Mohan)
- F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 119 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southeast corner of future Coit Road and future Glendenning Parkway. (Tuscany Estates Annexation) (McAfee)
- G. The Celina City Council will conduct a public hearing to consider 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 zoning an approximately 119 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located on the southeast corner of future Coit Road and future Glendenning Parkway. (Tuscany Estates Planned Development) (McAfee)
- H. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 18 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Oklahoma Sunset Annexation) (McAfee)

- I. The Celina City Council will conduct a public hearing to consider 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 zoning an approximately 18 acre tract of land to Multi-Family Urban Edge District (MF-2), Agricultural District (AG), and Commercial, Office, & Retail District (C), generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Oklahoma Sunset Zoning) (McAfee)
- J. The Celina City Council will conduct a public hearing to consider 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 rezoning an approximately 6 acre tract of land from General Commercial (C-2) to Planned Development (PD) with Mixed-Use District (MU) base zoning, generally located approximately 700 feet west of Preston Road and approximately 1,400 feet north of Frontier Parkway, within the City Limits. (Avilla (The Grove) Expansion PD) (McAfee)
- K. The Celina City Council will conduct a public hearing to consider 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 rezoning an approximately 138 acre tract of land from Agricultural District (AG), to Planned Development (PD) with Dallas North Tollway Overlay (DNTO) base zoning, generally located west of Dallas Parkway and south of the future Outer Loop, within the City Limits. (Stearman Tract PD Zoning) (McAfee)

IX. ACTION ITEM:

- A. Consider and act upon a resolution of intent to annex approximately 1113 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-03 Annexation Resolution) (McAfee)
 - 1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,
 - 2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385
 - 3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,
 - 4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,

- 5) Collin CAD Property ID 983555, being an approximate 36.100 acre tract of land in Collin County, Texas, legally described as Abstract No. 102 in the John D. Brown Survey, Tract 5; generally located on the north west corner of FM 2478 and CR 126 (future Peterman Parkway),
- 6) Collin CAD Property ID 1011693, being an approximate 17.744 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 10; generally located east of Coit Road (CR 87) and approximately 1,900 feet north of Choate Parkway
- 7) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
- 8) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
- 9) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. Mckim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
- 10) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
- 11) Denton CAD Property ID 208200, being an approximate 40.622 acre tract of land in Denton County, Texas, legally described as Abstract No. 926A in the MEP & PRR Survey, Tract 7A; generally located at southwest corner of Mobberly Road and Fairfield Road.
- 12) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,
- 13) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,
- 14) Denton CAD Property ID 52739, being an approximate 5.35 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 9; generally located north of Parvin Road and approximately 550 feet east of Smiley Road,
- 15) Denton CAD Property ID 52758, being an approximate 9.65 acre tract of land in Denton County, Texas, legally described as Abstract No. 253A in the C. Copenhaver Survey, Tract 5; generally located approximately 250 feet north of Parvin Road and approximately 550 feet east of Smiley Road,
- 16) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,

17) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,

18) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,

19) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,

20) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,

21) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,

22) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,

23) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,

24) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,

25) Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,

26) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,

27) Collin CAD Property ID 985492, being an approximate 15 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 2; generally located approximately 1,200 feet east of FM 428 and south of Celina Road (FM 428),

28) Collin CAD Property ID 1529858, being an approximate 49.074 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 6; generally located approximately 1,600 feet east of FM 428 and south of Celina Road (FM 428),

- 29) Collin CAD Property ID 1498034, being an approximate 10.408 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 31; generally located west of the BNSF Railroad and north of Kristina Court,
- 30) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,
- 31) Collin CAD Property ID 1497856, being an approximate 12.003 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 13; generally located south of Mark Alexander Court and approximately 300 west of the BNSF Railroad,
- 32) Collin CAD Property ID 1497865, being an approximate 13.955 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 14; generally located south of Mark Alexander Court and west of the BNSF Railroad,
- 33) Collin CAD Property ID 2611595, being an approximate 6.040 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 12-2; generally located south of Mark Alexander Court and approximately 670 west of the BNSF Railroad,
- 34) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,
- 35) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,
- 36) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,
- 37) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,
- 38) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,
- 39) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,
- 40) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and

41) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road.

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 Tarrant, TRMC
City Secretary, City of Celina, TX

Date Notice Removed



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Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: Noise Ordinance

Action Requested:

Discussion regarding the Noise Ordinance. (McAfee)

Supporting Documents:

- Proposed Noise Ordinance
- Staff Presentation

Staff Recommendation:

NA

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 8: OFFENSES AND NUISANCES, ARTICLE 8.04 NOISE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the future growth and development of the City will result in entertainment and other venues being located in the vicinity of residential neighborhoods; and

WHEREAS, the City Council desires to establish reasonable regulations that do not needlessly interfere with such growth and development which protects residents from unreasonable noises and which protect residents.

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

SECTION 1
INCORPORATION OF PREMESIS

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**

3.01 That the City Code of Ordinances, Chapter 8, Offenses and Nuisances, Article 8.04 Noise, Sec. 8.04.005; Specific noises prohibited shall be amended to create a revised subdivision (2) Radios, television sets, musical instruments, and similar devices which shall read as follows:

“(2) Radios, television sets, musical instruments, and similar devices.

- (A) Operate or permit to be operated within a zoning district containing residential uses or within the Downtown & Entertainment District as depicted on the map below any radio receiver set, musical instrument, television, phonograph, stereo or device in a manner as to unreasonably disturb the ordinary sensibilities of a reasonable and prudent person. Any such activity shall create a noise disturbance per se if conducted between the hours of 11:30 p.m. and 7:00 a.m. on Friday and Saturday, or between the hours of 9:00 p.m. and 7:00 a.m. on Sunday through Thursday.
- (B) Operate or permit to be operated within a non-residential zoning district any radio receiver set, musical instrument, television, phonograph, stereo or device in a manner as to unreasonably disturb the ordinary sensibilities of a reasonable and prudent person.
- (C) In any zoning district it shall be a nuisance per se to operate or permit to be operated any radio receiver set, musical instrument, television, phonograph, stereo or device at a decibel level that exceeds 85 measured at the property line of a complainant.
- (D) Outdoor Music Venues.
 - (i.) For purposes of this subsection the term OUTDOOR MUSIC VENUE means a commercial property where sound equipment is used to amplify sound that is not fully enclosed by permanent, solid walls and a roof. Prior to construction of an outdoor music venue the owner must submit to the City for its approval a sound impact plan which must include sound mitigating design features, prescribed decibel levels and hours of operation, and any other elements required by the City Manager or designee.
 - (ii.) For outdoor music venues permitted prior to the adoption of this subsection a second violation of this Article by the owner or its agent shall entitle the City to require a sound impact plan and the construction of sound mitigation design features as determined by the City Manager or his designee.”

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

SECTION 4 **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. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5 **SAVINGS**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting noise violations 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 maybe 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 Five Hundred Dollars (\$500) 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**

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 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 the _____ day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Proposed Noise Ordinance (Noise Ordinance- Worksession)

Noise Ordinance

Revision

City Council – Work Session

April 14, 2020

Background

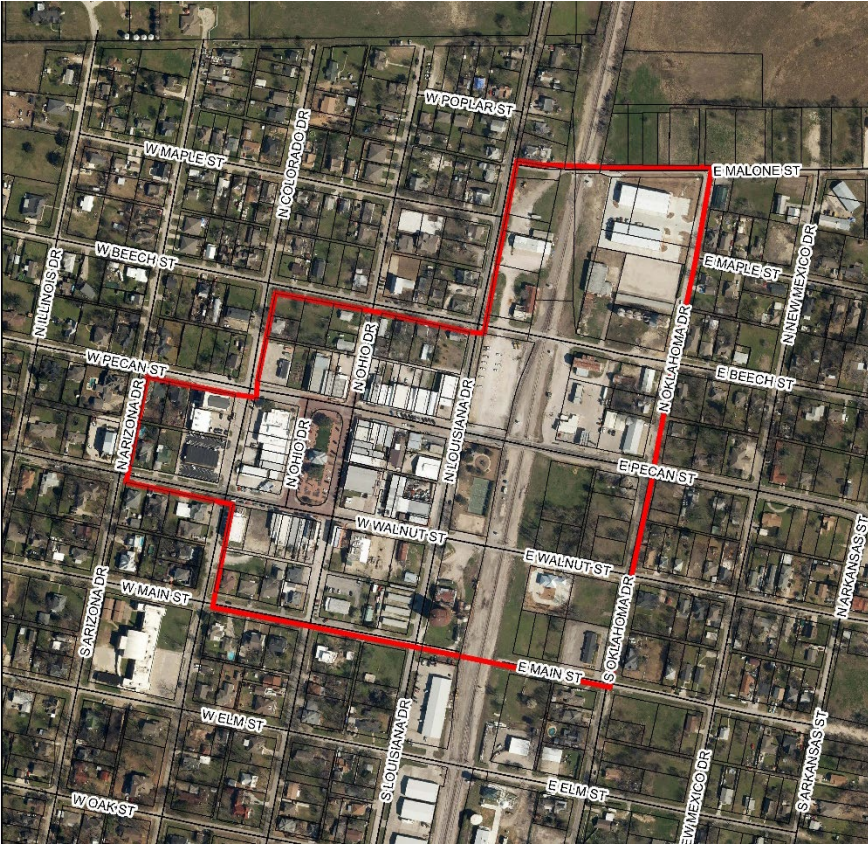
- The City Council formally adopted the Downtown Master Plan in 2019
- **Entertainment** was among the 4 key themes of the future downtown brand
- Part of the implementation of the Downtown Master Plan includes a review of the City's current noise ordinance

Policy Considerations

- Balancing the interests of residents and downtown businesses (present & future) is important
- Many sample policies from thriving downtowns were reviewed from around the region and State
- Proposed revisions apply to the downtown and entertainment district area
- Residents always have the right to file a noise complaint through the Municipal Court

Downtown Area

For purposes of this discussion, the area in question is Downtown & the Entertainment District



Proposed Ordinance Revisions

- Geographically defines the downtown and entertainment district area where entertainment is likely to locate
- 9 PM cutoff Sunday through Thursday
- 11:30 PM cutoff Friday & Saturday
- Venues must install noise mitigation features
- Contains an objective standard of 85 decibels for a violation (matches State law standard)

Next Steps

- Discussion & Feedback
- City Council: 4-14-20 (work session)
- City Council: 5-12-20 (ordinance adoption, if directed to make changes)



Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: Staff reports

Action Requested:
Staff Reports attached

Background Information:
Monthly staff reports.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Monthly department reports

Staff Recommendation:



Celina Fire Department
City of Celina, Texas

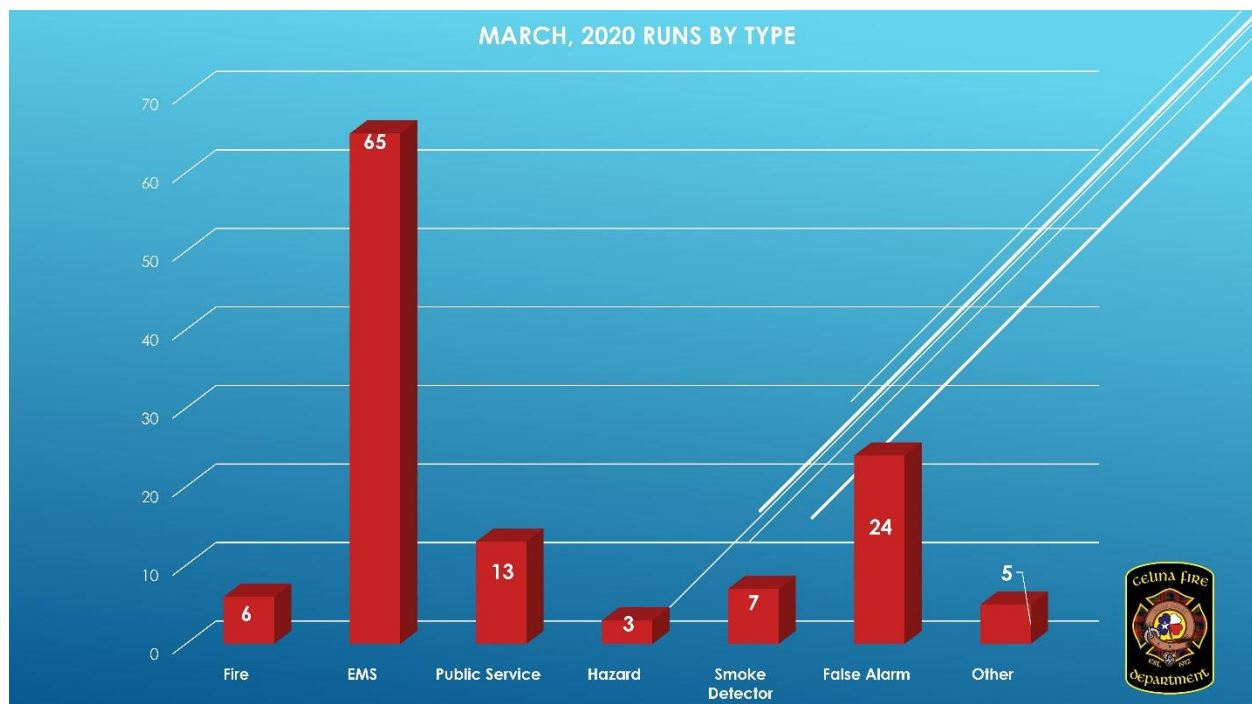
MEMORANDUM

To: Honorable Mayor Sean Terry and the Celina City Council
 From: Mark Metdker, Fire Chief/Fire Marshal
 CC: Jason Laumer, City Manager
 Date: 4/14/2020
 Re: March 2020 Fire Department Activity Report

This is the March Fire Department monthly report. It will detail the activity from Operations, EMS, Community Relations and Fire Prevention. As always, thanks for your continued support of your Fire Department. Please contact me with any questions or comments.

Calls for Service

Celina FD had a busy month with 111 calls for service. 68 calls were EMS related



Attachment: FireMarchReport2020 (Staff Reports)

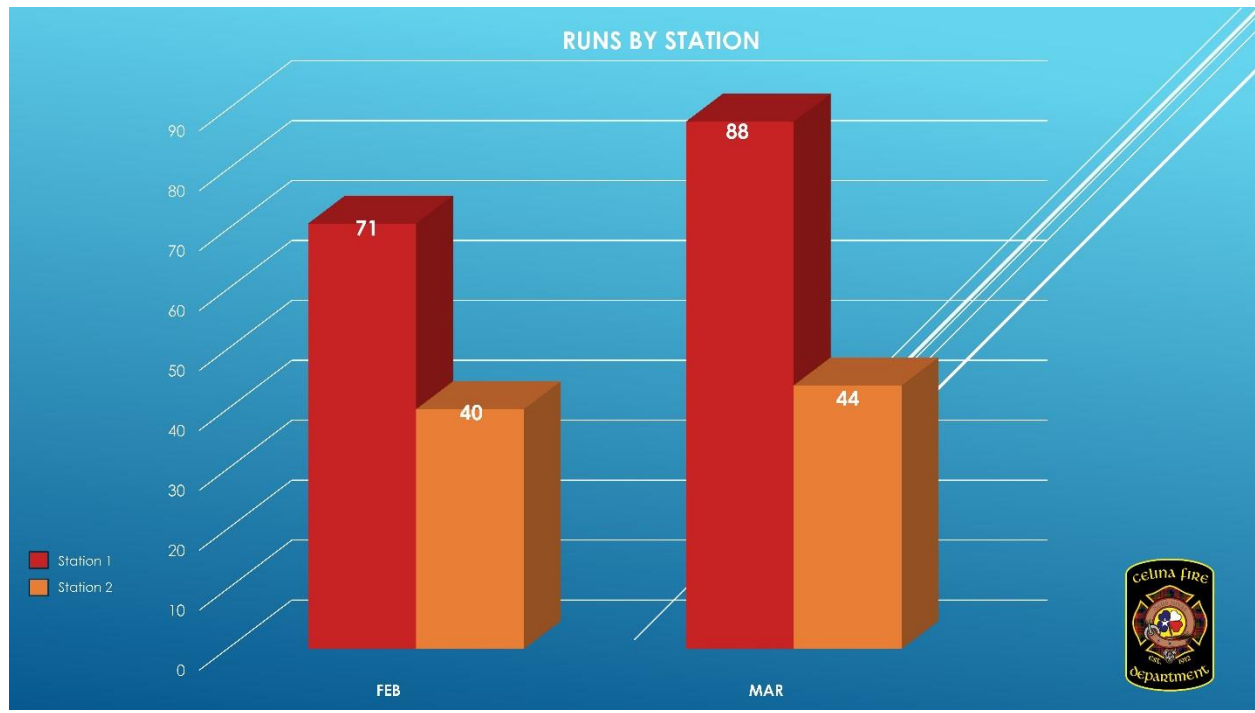
Celina FD breakdown of calls by month



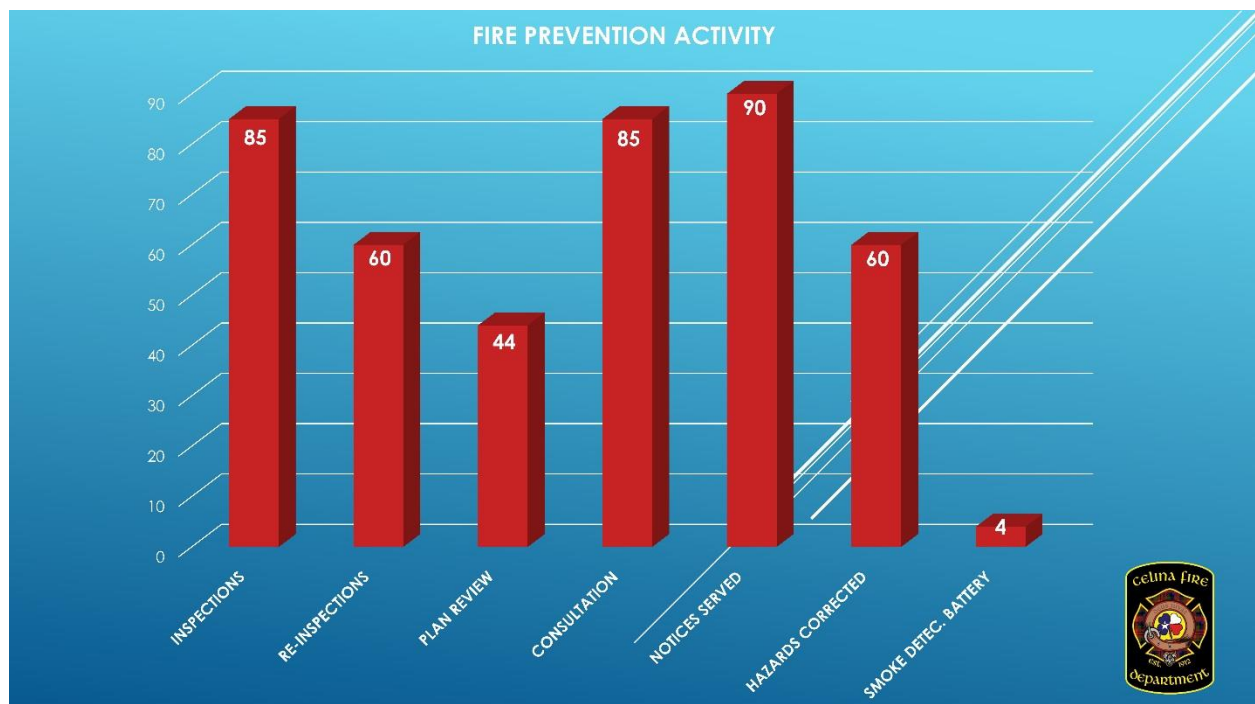
2020 projects an increase in calls



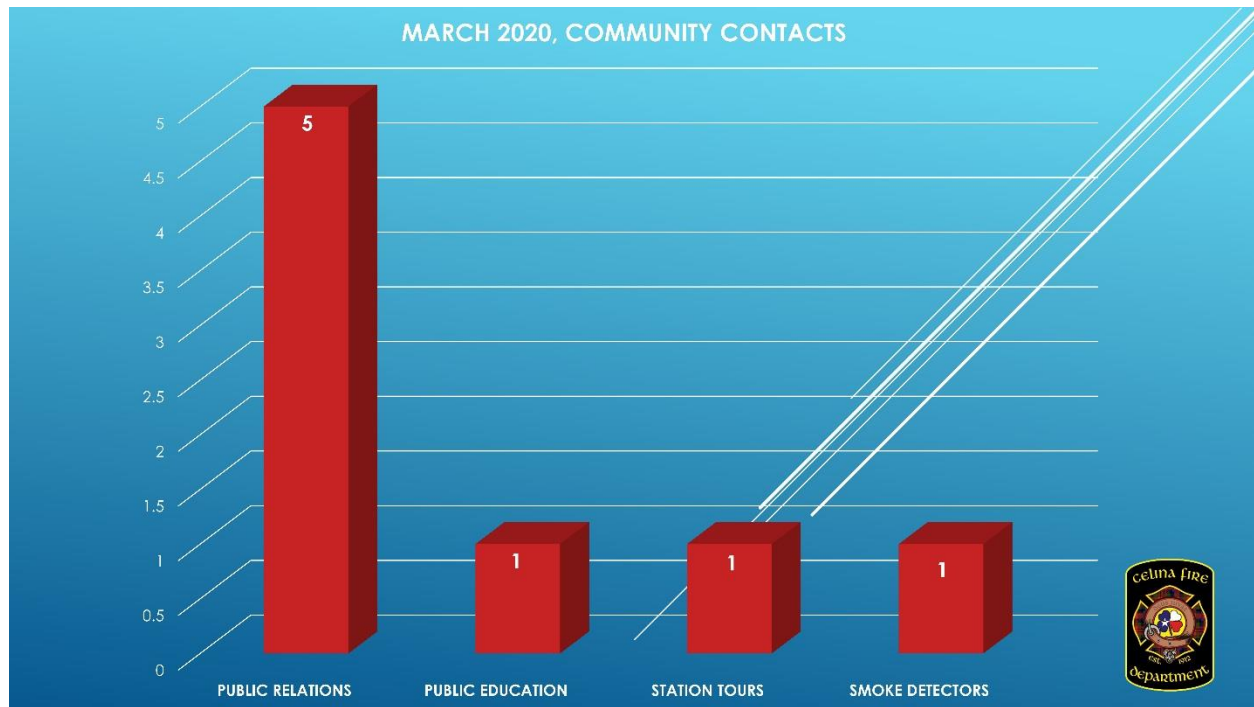
Station 1 and Station 2 breakdown



Fire Prevention and Inspections



Public Relations



Thanks for your continued support of the Celina Fire Department. If you have any questions or comments, please let me know. mmetdker@celina-tx.gov



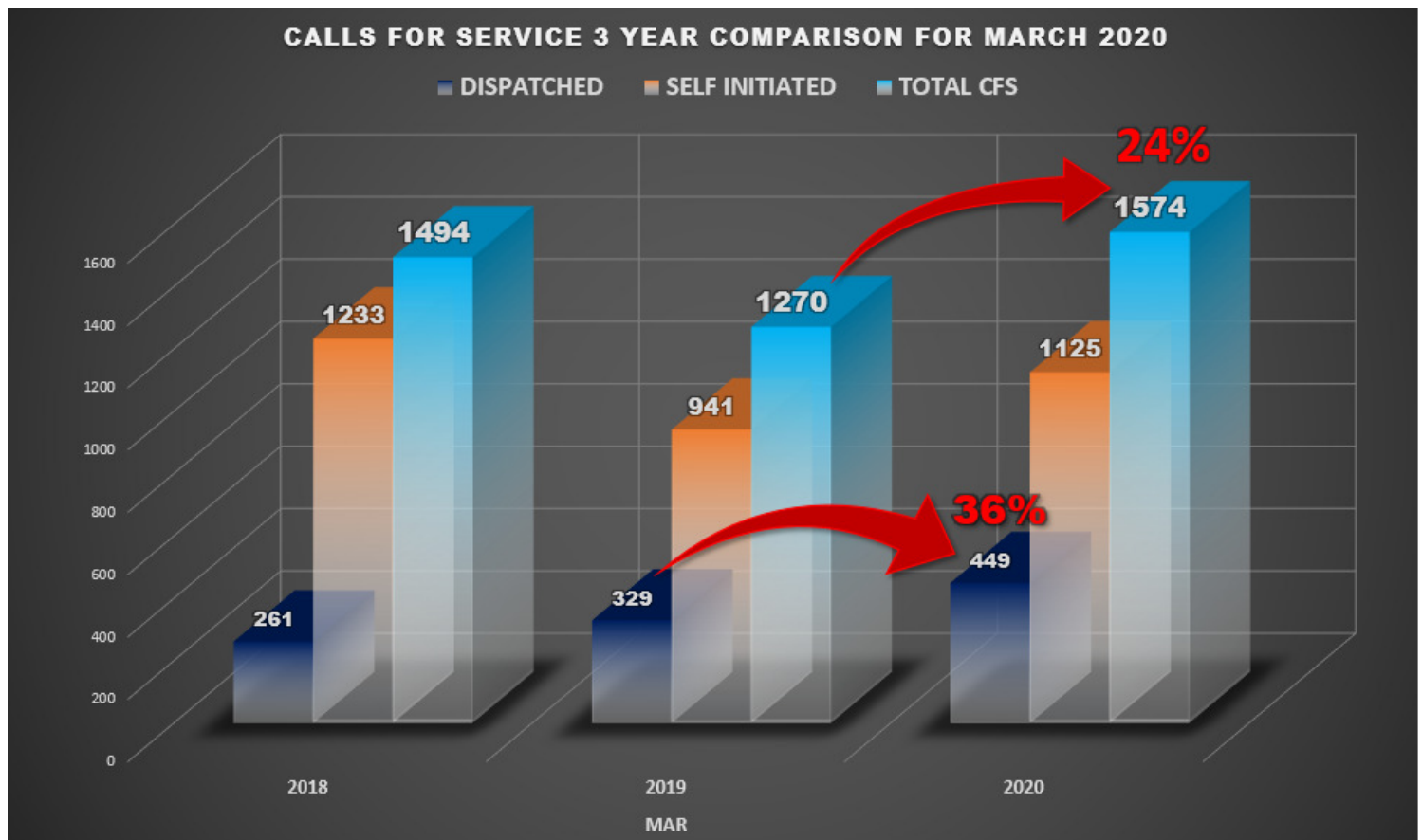
Life Connected.

Celina Police Department
City of Celina, Texas

MEMORANDUM

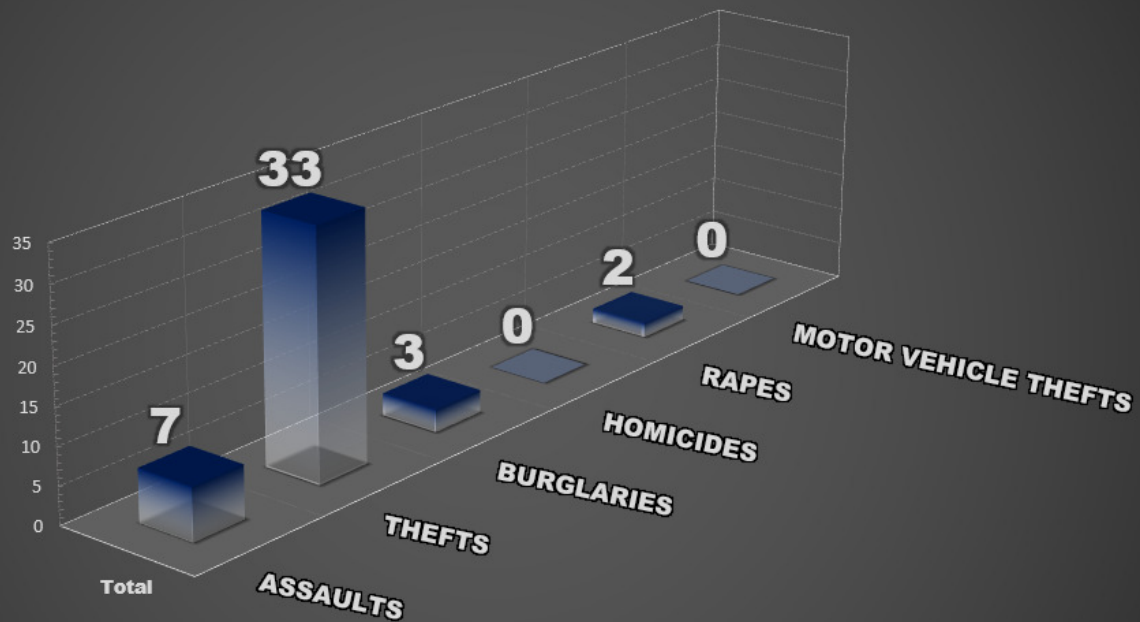
To: Honorable Mayor, Sean Terry and the Celina City Council
From: Tony Griggs, Chief of Police
CC: Jason Laumer, City Manager
Date: 04/14/2020
Re: March 2020 Monthly Police Report

In March 2020, we recorded 1574 Total Calls for Service. Compared to March 2019, our Total Calls for Service increased 24%. Dispatched calls for service increased 36% (Compared to March 2019, there was an increase of 120 more dispatched calls for service.)



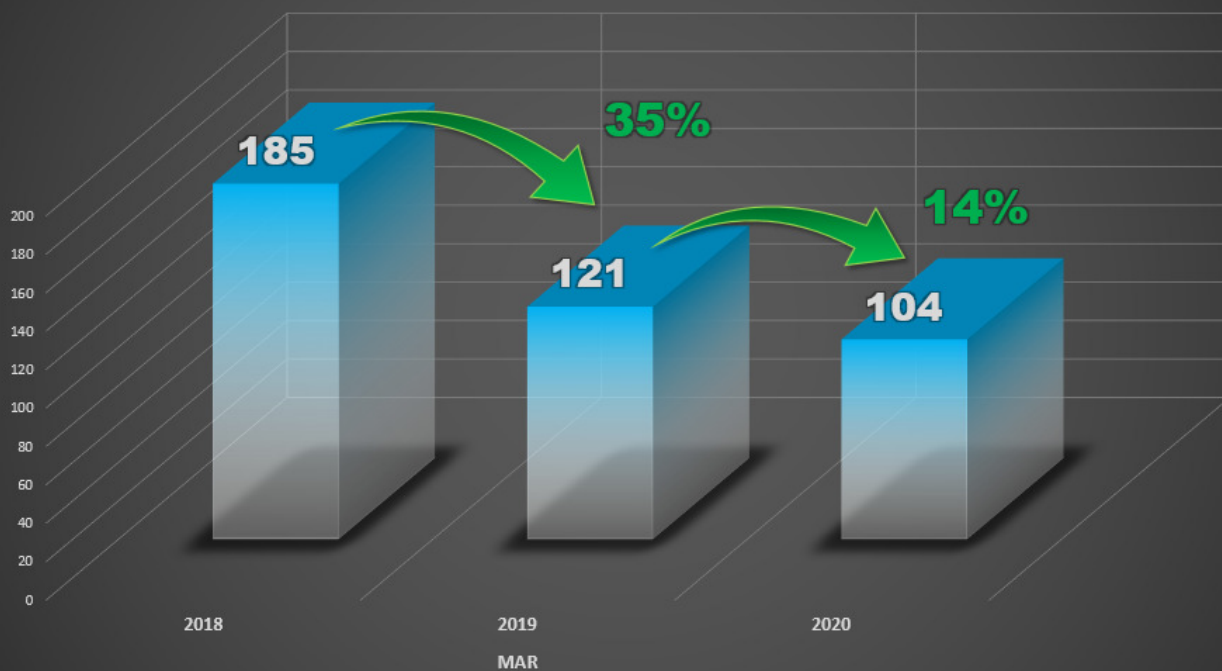
Attachment: 2020 March Monthly Report (Staff Reports)

March's Part 1 Crimes indicate 7 Assaults, 33 Thefts, 3 Burglaries, and 2 Rapes. The department continues to focus on the problem solving initiative to prevent construction thefts, the Lock-Take-Hide initiative to encourage the community to lock their vehicles and remove their valuables, and the initiative to prevent domestic violence.

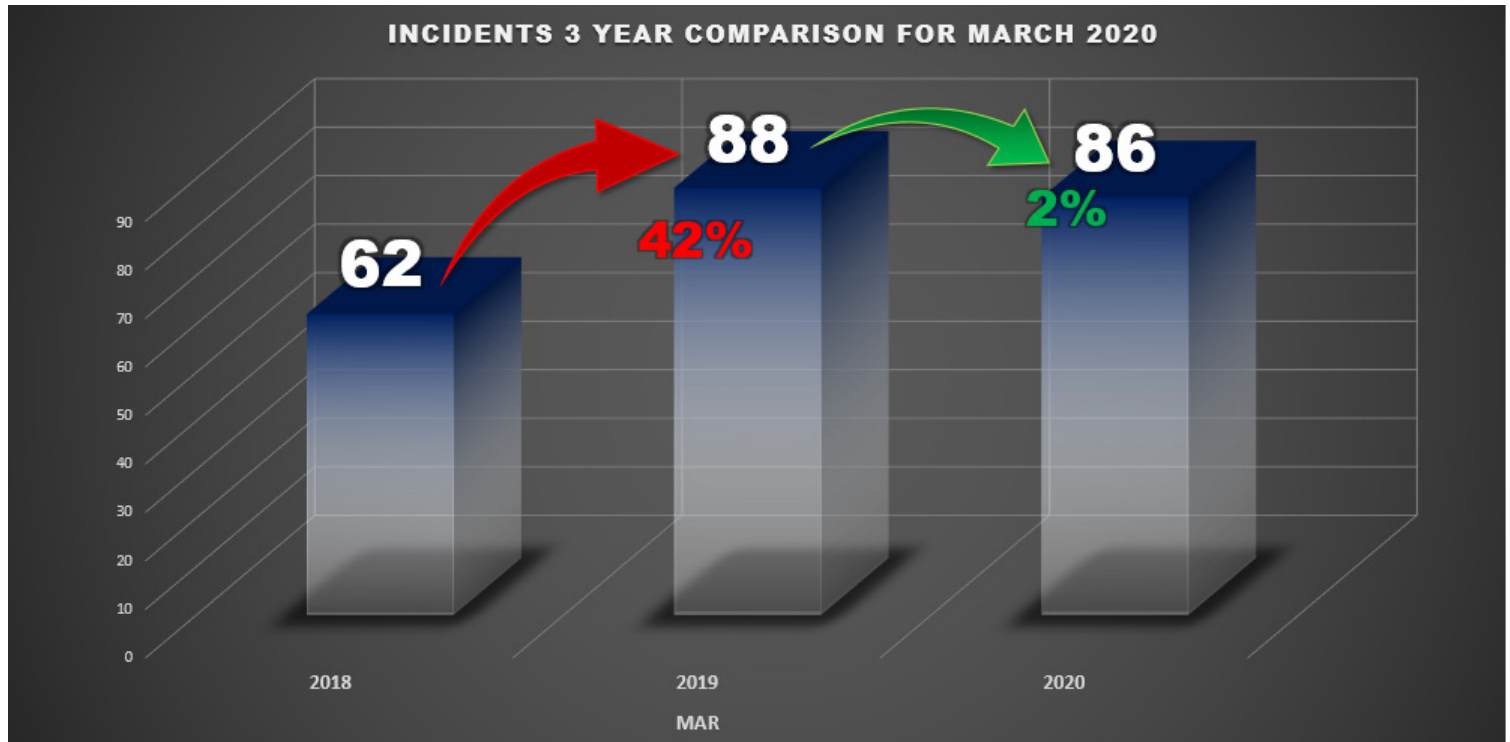


In March, Officers issued 104 citations. This averages to 0.92 citations per officer per 12-hour shift. The total average citation per officer for 2019 was 0.93. Citations are down 14% from March 2019.

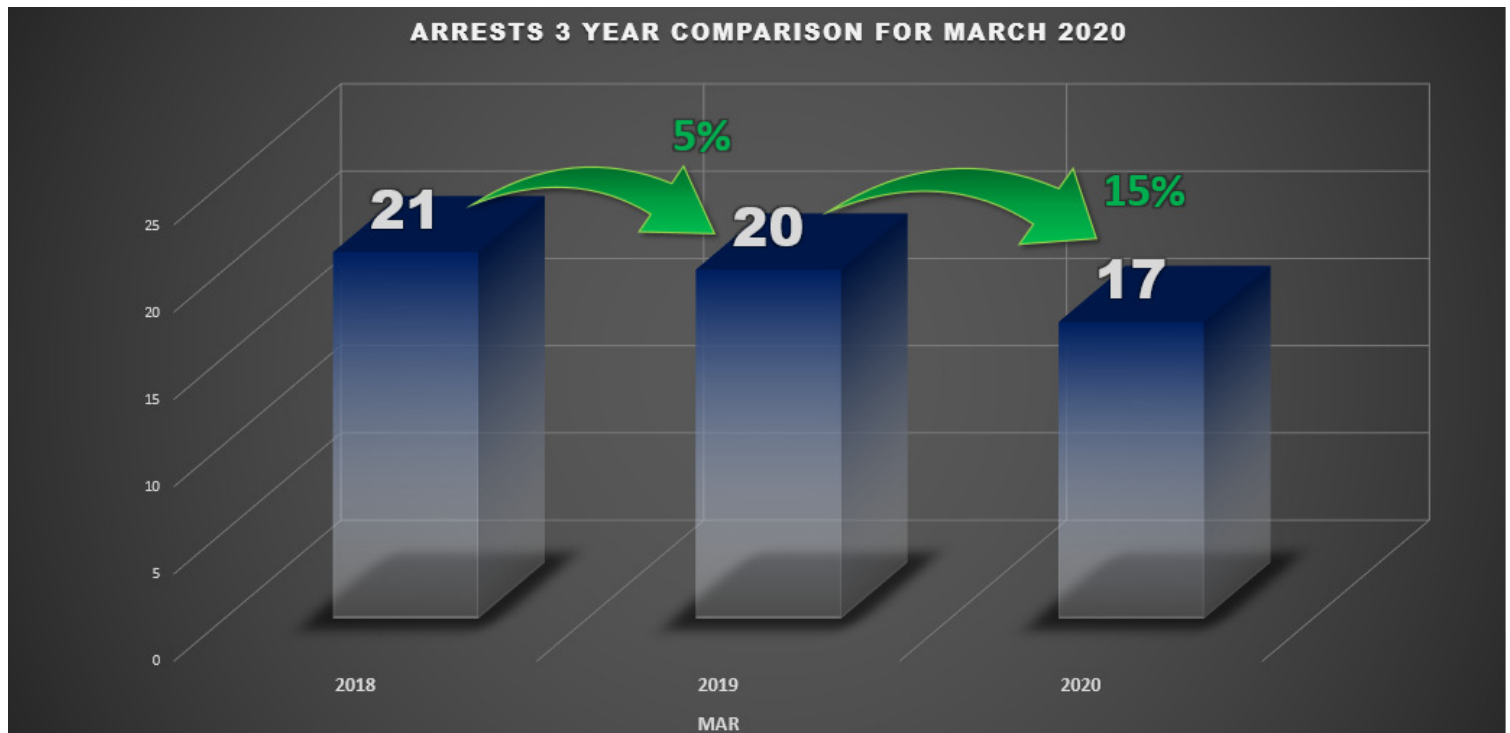
CITATIONS 3 YEAR COMPARISON FOR MARCH 2020



Incidents in March totaled 86. This is 2% decrease from March 2019. (Incidents require a substantial portion of officer time to investigate and complete reports.)

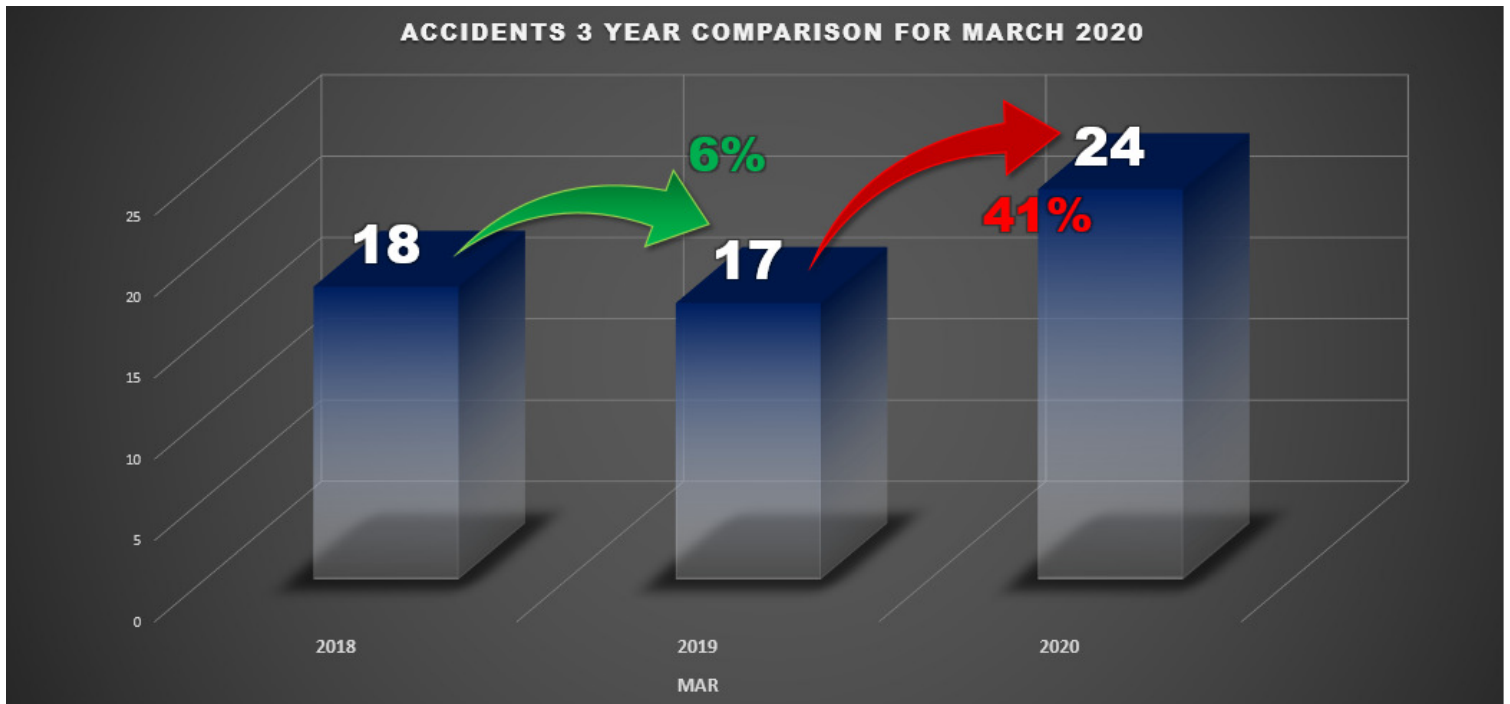


Arrests in March totaled 17. Arrests decreased 15% from March 2019. (Note: Arrests require a substantial portion of work-hours allocated per shift).

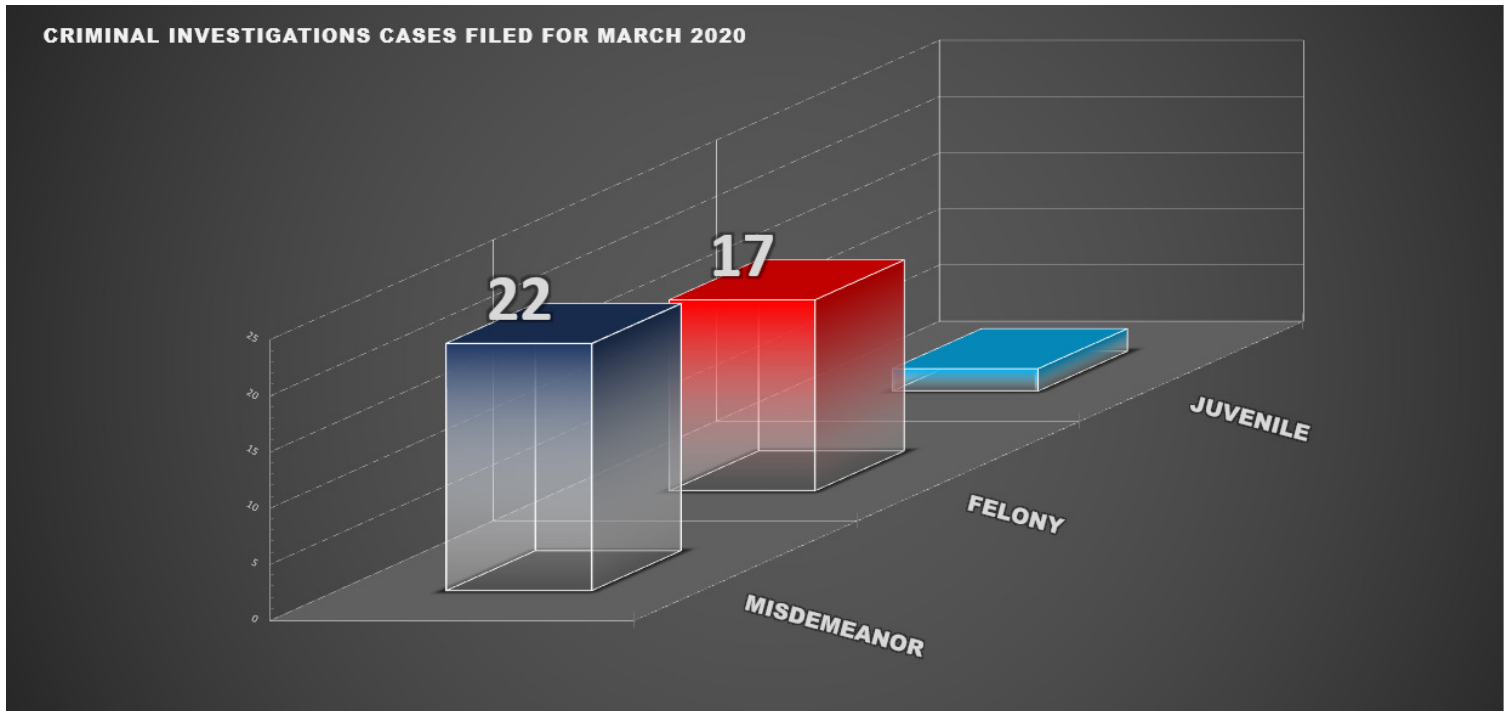


Attachment: 2020 March Monthly Report (Staff Reports)

Accidents in March totaled 24, which are up 41% from March 2019.



Criminal Investigations filed 22 misdemeanor cases and 17 felony case with the D.A.'s Office in March.



Key Department Indicators

Community Policing: The Celina Police Department continues to follow its overarching philosophy of Community Policing and engage the community as a partner in keeping Celina a safe community.

Keeping the community informed and reminding them of proactive crime prevention activities is a major component of community policing.



Celina Police Department

Published by Chase Guidera [?] · March 26 at 5:06 PM ·

...



Contact: Chase Guidera, Public Information Officer
972.382.2121
cguidera@celina-tx.gov

PRESS RELEASE

Subject: Burglaries of Motor Vehicles
Date: March 26, 2020

Celina, TX – Over the last several weeks, the Celina Police Department, along with neighboring Police Agencies have been investigating multiple Burglaries of Motor Vehicles. While investigating these burglaries, Detectives learned the suspects stole multiple firearms and utilized garage door opener remotes to open and enter garages and burglarize vehicles in garages, as well. These suspects are responsible for a significant number of burglaries and vehicle thefts across North Texas.

The Celina Police Department is pleased to announce that, with the assistance of the Collin County Sheriff's Office, Texas Game Wardens, US Marshalls, Texas Rangers, Dallas Police Department, and Prosper Police Department, multiple suspects have been identified and arrested. While multiple arrests have been made, the investigation is still ongoing.

As we work together to keep Celina safe, the Celina Police Department would like to remind all citizens to remove your valuables from your vehicles and lock them up, even if they are garage kept.

Patrol Intelligence/Narcotics Unit (PINU): The police department completed **21 narcotics** related reports and **20 Field Interviews** in the month of March.

The police department remains focused on our initiative to proactively prevent substance abuse among minors and keep our community safe.

Training: The department continues to focus on training areas identified through strategic analysis and that follow the department's strategic plan.

Individual Officer Training

- Sergeant Wilson
 - Simulation Scenario Instructor and Safety Course
- Detective Webb

Attachment: 2020 March Monthly Report (Staff Reports)

- Simunition Scenario Instructor and Safety Corse
- Officer Robinson
 - Simunition Scenario Instructor and Safety Corse
- Officer Patterson
 - De-Escalation
- Officer Suitors
 - Use of Force
 - Child Safety Check Alert
 - Special Investigative Topics

Recruit Officer Training

- Officer Collins
 - Completed Field Training
- Officer DiGeorge
 - Began Fourth Phase of Training

Thank you for your continued support of the Celina Police Department. If you have any questions please contact me at 972-382-2121, or by email at tgriggs@celina-tx.gov .



Tony Griggs **Chief of Police**

Celina Police Department
110 N. Colorado St. Celina, TX 75009
Office: 972.382.2121
FAX: 972.382.3879

tgriggs@celina-tx.gov



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MARCH 10, 2020
5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Justin Steiner	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 5:03 p.m.

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. First United Methodist Church Pastor John Baldwin gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

Mayor Terry presented the proclamation to Purchasing Manager Dawn Berry.

- A. Public Procurement Month (Berry)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees. (Griggs)

Police Chief Tony Griggs introduced new officer Shane DiGeorge.

- B. Downtown Elevated Storage Tank Award. (Brawner)

Mayor Terry presented the award to City Engineer Swapna Konda.

- C. Discussion regarding any and/or all agenda items.

No other items were discussed.

Minutes Acceptance: Minutes of Mar 10, 2020 5:00 PM (Minutes Approval)

- D. Staff Reports attached

V. OPEN FORUM:

Nurse Practitioner Oleta Schranz of 4142 Peregrine spoke about her intentions to serve her local patients and re-open her practice soon in a new location.

Marilu Madrigal stated that she owns a piece of property on E. Oak Street with the intentions of building a home for her retirement. She received a letter from the city to purchase her property for inclusion in a park and asks that the City Council consider excluding her property from being a part of that park.

VI. EXECUTIVE SESSION:

The Celina City Council convened into Executive Session at 5:19 with City Manager Jason Laumer and City Attorney Trey Sargent. Mayor Terry recused himself from the discussion on Items D and E.

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

- A. Discussion regarding Dynavest Development Agreement.
- B. Discussion regarding Celina 115 Development Agreement.
- C. Discussion regarding Green Meadows Development Agreement.
- D. Discussion regarding Edgewood Development Agreement.
- E. Discussion regarding Mobberly Development Agreement for fire service and related items.
- F. Discussion regarding real property located west of Preston Road and north of Kathie Court.

Reconvene Into Open Session

The City Council reconvened into Open Session at 6:00 p.m.

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

No action was taken out of executive session.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

- A. Minutes Approval:

- 1. City Council - Regular Meeting - Feb 11, 2020 5:00 PM
- 2. City Council - Finance & Government Committee Meeting - Feb 6, 2020 5:30 PM

- B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Tarrant)
- C. Consider and act upon appointment of Lisa Ferguson and Leah Smith to the Celina Library Board. (Tarrant)
- D. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2019-39 which adopted and approved the budget for fiscal year beginning October 1, 2019 and ending September 30, 2020, and make appropriations for each department, project and account, by adopting an amended 2019-2020 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Stovall)
- (2020-08)
- E. Consider and act to award bid 2020-0027 for the Preston Road Water and Sewer Lines to Quality Excavation, Ltd., in an amount not to exceed \$1,488,533.02 plus a ten percent contingency for a total of \$1,637,386.32. (Berry)
- F. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina Titus, LLC Southeast Sector Phase 5B Sewer Easement. (Brawner)
- (2020-09)
- G. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Old Wastewater Treatment Plant Easement. (Brawner)
- (2020-10)
- H. Consider and act to award bid 2020-0026 for the Shawnee Trail Lift Station #1 Improvements to Quality Excavation, Ltd. in an amount not to exceed \$126,572.00 plus a ten percent contingency of \$12,657.20 for a total of \$139,229.20. (Berry)
- I. Consider and act upon 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. (Colakovic)
- (2020-11R)
- J. Consider and act upon a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of seven cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Toutouchian)
- (2020-12R)
- K. Consider and act upon an ordinance of the City of Celina, Texas, granting to SiEnergy, L.P. a franchise to furnish and supply gas to the general public in the City of Celina, Collin and Denton Counties, Texas, and to transport, deliver, sell, and distribute gas in and out of and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways. (SiEnergy Gas Franchise Agreement) (Toutouchian)

(2020-11)

- L. Consider and act upon a resolution of the City Council of the City of Celina, Texas approving and authorizing the Mayor to execute a “PID Reimbursement Agreement” between the City of Celina, Texas and Westgate HS Celina Investments, L.P., a Texas limited partnership. (Celina Hills PID Reimb. Agreement) (DeBuff)

(2020-13R)

- M. Consider and act upon a request for a development agreement for Gateway South; generally located west of Oklahoma Drive and 2,000 feet north of Glendenning Parkway, within the City Limits. (Gateway South DA) (McAfee)
- N. Consider and act upon an ordinance adding a new section to the City’s Code of Ordinances Chapter 13: Utilities; Article 13.03: Water and Sewers, to be entitled Residential Sanitary Sewer Connection policy. (Septic to Sewer Ordinance) (McAfee)

(2020-12)

- O. Consider and act upon approval of the Boards & Commissions Policy. (McAfee)
- P. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 1: General Provisions, Article 1.04 Boards, Commissions, and Committees. (Fine Arts Ordinance) (Barton)

(2020-13)

- Q. Consider and act upon a service agreement for C-3 annexed property between the City of Celina and the owner of an approximately 30 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 1,000 feet south of Glendenning Parkway and approximately 1,400 feet west of Old Log Trail. (Glen Crossing West Annexation Service Agreement) (Mohan)
- R. Consider and act upon a service agreement for C-3 annexed property between the City of Celina and the owner of an approximately 26 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 2,600 feet east of Preston Road and north of FM 455. (Crosswood Creek Annexation Service Agreement) (Mohan)
- S. Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor to execute a “First Amendment to PID Disbursement Agreement Glen Crossing Public Improvement District Phase #2 Project” between the City of Celina, Texas and W/J CR 55 LP, a Texas Limited Partnership. (Glen Crossing PID Disbursement Agreement Amendment) (DeBuff)

(2020-14R)

- T. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Tollway 80 for Right of Way Dedication and Roadway Impact Fee Credit. (Brawner)
- U. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Texas Republic Realty for Right of Way Dedication and Roadway Impact Fee Credit. (Brawner)

- V. Consider and act to authorize the purchase of two vehicles for the Police Department from Caldwell Country Chevrolet in an amount not to exceed \$69,560.00 plus \$75,900.00 to various vendors to outfit the units for a total of \$145,460.00. (Berry)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 30 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 1,000 feet south of Glendenning Parkway and approximately 1,400 feet west of Old Log Trail. (Glen Crossing West Annexation) (Mohan)

(2020-14) Mayor Terry opened the hearing at 6:01 p.m. No public comment was received. The hearing was closed at 6:03 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carmen Roberts, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

- B. The Celina City Council will conduct a public hearing to consider 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 zoning approximately 30 acres of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 1,000 feet south of Glendenning Parkway and approximately 1,400 feet west of Old Log Trail. (Glen Crossing West Zoning) (Mohan)

(2020-15) Mayor Terry opened the hearing at 6:03 p.m. No public comment was received. The hearing was closed at 6:04 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

- C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 26 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 2,600 feet east of Preston Road and north of FM 455. (Crosswood Creek Annexation) (Mohan)

(2020-16) Councilwoman Koehne recused herself from this discussion and vote. Mayor Terry opened the hearing at 6:04 p.m. No public comment was received. The hearing was closed at 6:06 p.m.

RESULT: APPROVED [5 TO 0]
MOVER: Carmen Roberts, Place 4
SECONDER: Chad Anderson, Place 6
AYES: Steiner, Nabors, Hopkins, Roberts, Anderson
RECUSED: Koehne

- D. The Celina City Council will conduct a public hearing to consider 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 zoning approximately 26 acres of land to Planned Development (PD) with Single-Family Residential Estate District (SF-E) base zoning, generally located approximately 2,600 feet east of Preston Road and north of FM 455. (Crosswood Creek Zoning) (Mohan)

(2020-17) Councilwoman Koehne recused herself from this discussion and vote. Mayor Terry opened the hearing at 6:06 p.m. No public comment was received. The hearing was closed at 6:07 p.m.

RESULT: APPROVED [5 TO 0]
MOVER: Andy Hopkins, Place 3
SECONDER: Carmen Roberts, Place 4
AYES: Steiner, Nabors, Hopkins, Roberts, Anderson
RECUSED: Koehne

- E. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement including the adoption of Development Regulations, for a wedding venue on approximately 11 acres of land, generally located approximately 3,000 feet east of Preston Road and south of Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Celina Wedding Venue DA) (McAfee)

Mayor Terry opened the hearing at 6:07 p.m. No public comment was received. The hearing was closed at 6:15 p.m.

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

- F. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement including the adoption of Development Regulations, for a mixed-use development on approximately 61 acres of land, generally located north of FM 455 and east of Preston Road, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Ousley DA) (McAfee)

Councilwoman Koehne recused herself from this discussion and vote. Mayor Terry opened the hearing at 6:16 p.m. Tod Daake representing the applicant requested a favorable consideration from the City Council. The hearing was closed at 6:22 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Justin Steiner, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

IX. ACTION ITEM:

- A. The Celina City Council will consider and act upon a Development Agreement on a piece of property, generally located east of FM 1385 and north of FM 428, within the Extraterritorial Jurisdiction (ETJ). (Edgewood Creek Development Agreement) (McAfee)

Mayor Terry recused himself from this discussion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

- B. The Celina City Council will consider and act upon a Development Agreement on a piece of property, generally located east of FM 1385 and south of Mobberly Road. (Mobberly Development Agreement) (McAfee)

Mayor Terry recused himself from this discussion.

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

- C. Consider and act upon a resolution of intent to annex approximately 59 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-02 Annexation Resolution) (McAfee)

(2020-15R)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428

2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428

Minutes Acceptance: Minutes of Mar 10, 2020 5:00 PM (Minutes Approval)

- 3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428
- 4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428
- 5) Denton CAD Property ID 196342, being an approximate 5.51 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 5A; generally located approximately 1,500 feet south of FM 428 and approximately 3,600 feet east of FM 1385
- 6) Denton CAD Property ID 515317, being an approximate 1.78 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 4A; generally located approximately 800 feet south of FM 428 and approximately 2,700 feet east of FM 1385
- 7) Denton CAD Property ID 75818, being an approximate 3.574 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 2, and Abstract No. 1106 in the Old DCAD Survey, Tract 3C, 4B, 5B; generally located south of FM 428 and approximately 2,300 feet east of FM 1385
- 8) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway
- 9) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road
- 10) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and
- 11) Collin CAD Property ID 2647903, being an approximate 3.23 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 12; generally located at southwest corner of Custer Road and Sunset Boulevard.

X. ADJOURNMENT:

There being no further discussion Mayor Terry adjourned the meeting at 6:28 p.m.

Sean Terry, Mayor

Minutes Acceptance: Minutes of Mar 10, 2020 5:00 PM (Minutes Approval)

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Mar 10, 2020 5:00 PM (Minutes Approval)



Life Connected.

**CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, MARCH 23, 2020
5:30 PM**

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Justin Steiner	City of Celina	Place 1	Present	
Wayne Nabors	City of Celina	Place 2	Absent	
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	Absent	
Sean Terry	City of Celina	Mayor	Present	

Mayor Sean Terry called the meeting to order at 5:34 p.m.

II. ACTION:

- A. Consider and act upon a resolution of the city council of the City of Celina, Texas, ratifying a disaster declaration due to the COVID-19 Virus and consenting to continuation for more than seven days. (Laumer)

(2020-16R)

RESULT:	DEFEATED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Hopkins, Roberts, Koehne
ABSENT:	Nabors, Anderson

- B. Consider and act upon a resolution and order of the City of Celina, Texas, postponing a General Election to be held on May 2, 2020, and moving the General Election to November 3, 2020, for the purpose of electing City Council Place 4, City Council Place 5 and Mayor. (Tarrant)

Minutes Acceptance: Minutes of Mar 23, 2020 5:30 PM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Justin Steiner, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Hopkins, Roberts, Koehne
ABSENT:	Nabors, Anderson

III. ADJOURN:

There being no further comment Mayor Terry adjourned the meeting at 5:45 p.m.

Sean Terry, Mayor

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Mar 23, 2020 5:30 PM (Minutes Approval)



Life Connected.

**CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, MARCH 30, 2020
5:30 PM**

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Justin Steiner	City of Celina	Place 1	Present	
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	Present	
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Present	

Mayor Sean Terry called the meeting to order at 5:30 p.m.

II. ACTION:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, ratifying a second Mayoral Declaration of Local State of Disaster due to Public Health Emergency and consenting to its continuation for more than seven days; and providing an effective date. (Laumer)

(2020-18R)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Hopkins, Koehne, Anderson
ABSENT:	Nabors, Roberts

III. ADJOURN:

There being no further comment Mayor Terry adjourned the meeting at 5:36 p.m.

Minutes Acceptance: Minutes of Mar 30, 2020 5:30 PM (Minutes Approval)

Sean Terry, Mayor

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Mar 30, 2020 5:30 PM (Minutes Approval)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: Nelson Hotel DIP

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Hangartner Commercial, Inc. for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Nelson Hotel DIP) (Barton)

Background Information:

This item authorizes economic incentive funding for the upgrade of the building at 222 W. Walnut, known as Nelson Hotel, by Hangartner Commercial, Inc.

Financial Considerations:

The City will contribute \$25,000 for interior and \$25,000 for exterior facade towards the improvement costs of at least \$150,000.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval as presented.

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380—HANGARTNER COMMERCIAL, INC.**

This Economic Development Incentive Agreement (“Agreement”) is made by and among the City of Celina, Texas (the “City”) and Hangartner Commercial, Inc. (the “Developer”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Nora Jill Rodarmer is the owner (the “Owner”) of the real property described in **Exhibit “A”** (the “Property”) which consists of an approximately 0.1664± acre tract of land in Celina, Collin County, Texas, generally located at 222 W. Walnut Street, Celina, Texas; and

WHEREAS, the Developer intends to lease from Owner and remodel an existing structure on the Property, by remodeling an existing 3,550 square foot structure, to include office space and façade improvements, more fully described in the submittals filed by Developer with the City and in the concept plans attached as **Exhibit C**, in order to obtain one or more building permits (hereinafter defined as the “Facility”); and

WHEREAS, the Developer has advised the City that a contributing factor that would induce the Developer to construct the Facility would be an agreement with the City to participate in the costs of construction of improvements to the Facility consisting of improvements to the interior and exterior of the building (the “Facility Improvements”) through economic development grants and incentives as set forth herein; and

WHEREAS, the City desires to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, the City intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars (\$25,000.00) toward the cost of the interior Facility Improvements and ; and

WHEREAS, the City intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars (\$25,000.00) toward the cost of the exterior Facility Improvements; and

WHEREAS, as consideration for City entering into this Agreement, Developer agrees to a mural being installed and maintained by the City on the façade of the Facility, as substantially depicted in **Exhibit B**, and consents to the City and Owner entering into a license agreement for the mural to be on the Facility (the “Mural License”); and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity,

generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Act” or “Development Corporation Act” shall have the meaning ascribed in the Recitals above.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“City” shall have the meaning ascribed in the Recitals above.

“City Grant” shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed fifty thousand and no/100 dollars (\$50,000.00), with one-half of the grant being for exterior

Facility Improvements (the “Exterior City Grant”) and one-half of the grant being for interior Facility Improvements (the “Interior City Grant”), to be paid as set forth herein.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility Improvements, as the case may be; (ii) all necessary permits for the construction of the Facility Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Facility Improvements has commenced.

“Completion of Construction” shall mean that (i) construction of the Facility Improvements have been substantially completed, (ii) the City has inspected and accepted the Facility Improvements, and (iii) the City has issued a final certificate of occupancy for the Facility.

“Concept Plan” shall mean the architectural renderings, materials and design plan attached hereto as **Exhibit “C”**.

“Developer” shall have the meaning ascribed in the Recitals above.

“Effective Date” shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

“Expiration Date” shall mean the date that all Parties have fully satisfied their respective obligations herein.

“Exterior City Grant” shall have the meaning ascribed in the definition of City Grant.

“Facility” shall have the meaning ascribed in the Recitals above and is generally depicted in the Concept Plan attached as **Exhibit “C”**.

“Facility Improvements” shall have the meaning ascribed in the Recitals above.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the developer or any of

its affiliates or related entities.

“Interior City Grant” shall have the meaning ascribed in the definition of City Grant.

“Payment Request” means a complete written request from the Developer to the City for payment of the City Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements, with specification of which costs were for the exterior and which costs were for the interior.

“Property” shall have the meaning ascribed in the Recitals above.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City and the Developer and/or Owner, including but not limited to the Mural License.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than September 14, 2020, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit C**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies,

standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least \$100,000 on the Facility Improvements.

(c) Building Permit Fees. Assuming Developer timely applies for a building permit for the Facility Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the building permit fees normally charged by the City.

3.2 Facility Improvements Project. (a) Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the City Grant. The initial payment of \$12,500 of the Exterior City Grant and the initial payment of \$12,500 of the Interior City Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City's receipt of the Payment Request, which must show at least \$100,000 in total costs, with a minimum of \$25,000 spent on the interior Facility Improvements and a minimum of \$25,000 spent on the exterior Facility Improvements; (ii) Completion of Construction of the Facility; (iii) the date of issuance of a final certificate of occupancy by the City for the Facility Improvements, and (iv) verification by the City of the final actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements. The second and final payment of \$12,500 of the Exterior City Grant and \$12,500 of the Interior City Grant shall be paid one year after the date of the initial payments, respectively. If the Developer does not spend the minimum necessary to qualify for both the Exterior City Grant and the Interior City Grant, Developer may still receive payment for the one grant on which at least \$25,000 was spent.

(b) Facility Improvement Cost Verification. Following Completion of Construction of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of the Facility Improvements, Developer shall submit to the City the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Facility Improvements, including labeling of all costs as either exterior or interior Facility Improvements, and such other records as the City may reasonably request to verify such the final actual costs are at least \$100,000, with a minimum of \$25,000 spent on the interior Facility improvements and a minimum of \$25,000 spent on the exterior Facility Improvements ("Expenditure Information"). The City shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV Conditions to Grant Payments

4.1 The obligation of the City to pay the City Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided the City with the

Payment Request, which includes the Expenditure Information. The City is entitled to verify the Expenditure Information before the City Grant is paid.

(b) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Certificate of Occupancy. Developer shall have timely received a Certificate of Occupancy for the Facility.

(d) Expenditure Information. Developer timely submits the Expenditure Information to the City and the City verifies that Developer incurred costs of at least \$100,000, with a minimum of \$25,000 spent on the interior Facility improvements and a minimum of \$25,000 spent on the exterior Facility Improvements, in designing and constructing the Facility Improvements.

(e) Mural License. Owner enters into the Mural License with City for a term of 99 years.

Article V Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of all the Parties;
- (b) by the City, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by the City, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City, if the Developer suffers an event of Bankruptcy or Insolvency;
- (e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (f) by the City immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
- (g) by the City, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by Developer within thirty (30) days after written notice thereof; or
- (h) by the City immediately upon the filing by Developer of any lawsuit

against the City.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court. If the City exercises this right of offset, the City shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City, and (iii) what other debts were paid and in what amounts.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the City Grant shall be personal to the Developer and shall not transfer to the Developer's successors and assigns unless expressly agreed to in writing signed by both the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the City's obligations to pay the City Grant as set forth in this Agreement, the City, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility, Facility Improvements and/or the Property, and Developer hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 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 among the Parties.

6.4 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. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 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.

If intended for City, to:

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

If intended for Developer, to:

Attn: Ben Hangartner
Hangarter Commercial
222 W. Walnut St. #200
Celina, Texas 75009

With copy to Owner:

Nora Jill Rodarmer
P.O. Box 670
Tioga, Texas 76271

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 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.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the City Grant herein and any other funds received by the Developer from the City as of the date of such violation within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

EXECUTED on this _____ day of _____, 2020.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

HANGARTNER COMMERCIAL, INC.

By: _____
Ben Hangartner, Director

EXHIBIT “A”
Property Description

Celina Original Donation, Blk 5, Lots 11 and 12

Attachment: 222 W Walnut (Hangartner Comm) Economic Development Agreement 4-2-2020 (Nelson Hotel DIP)

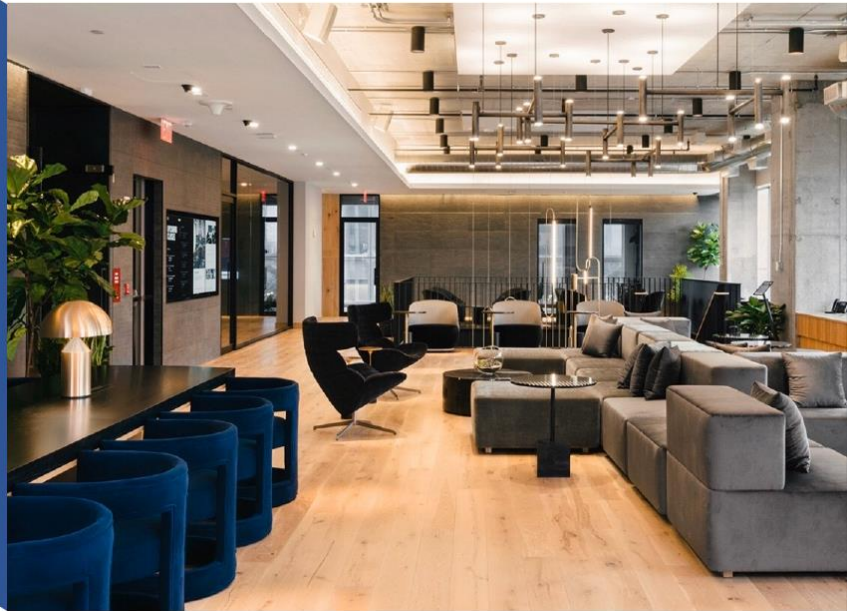
EXHIBIT "B"
Depiction of Mural



Attachment: 222 W Walnut (Hangartner Comm) Economic Development Agreement 4-2-2020 (Nelson Hotel DIP)

EXHIBIT "C"

Concept Plan



Item	Description	
Exterior Façade Improvements	Paint, Awning, Signage, Brick Repair, Front Door, Windows, Lights, etc.	\$39,850
Interior Restoration	Demo and Reframe Office Walls, Replace Damaged Ceiling Tiles, New Plumbing, Electrical and HVAC, New Roof and Roof Insulation, Sheetrock, Paint, Restore Original Wood Floors, Doors, Trim, Furniture, Fixtures and Equipment.	\$152,550
		\$192,400



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: BNSF ROW Maintenance Agreement

Action Requested:

Consider and act upon an agreement between the City of Celina and the BNSF Railroad. (BNSF ROW Maintenance Agreement) (McAfee)

Background Information:

The agreement is between the City of Celina and the BNSF Railroad for right-of-way maintenance.

Supporting Documents:

- Location Map
- BNSF ROW Maintenance Agreement
- Staff Presentation

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (BNSF ROW Maintenance Agreement)

Life Connected.

Exhibit

City of Celina

Date: 3/25/2020

Legend

- Roads
- Railroad
- BNSF ROW
- Parcels

0 190 380 Feet

Packet Pg. 60

RIGHT-OF-WAY MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between Burlington Northern/San Francisco Railroad (“BNSF”), and the City of Celina, a Texas home rule municipal corporation (“City”) (the BNSF and City shall be collectively referred to herein as the “Parties”).

WHEREAS, BNSF owns railroad right-of-way adjacent to both sides of the rail tracks extending from Malone Street in a southerly direction to Ash Street in the downtown area and vicinity of the City as generally depicted in **Exhibit A**, attached hereto and incorporated as if fully set forth herein (the “ROW”); and

WHEREAS, the City has expended significant resources in redevelopment and revitalization of its downtown area, which is affected by the aesthetics and condition of the ROW such that the City desires to contract with BNSF to maintain the ROW and BNSF desires to hire the City to maintain the ROW.

ARTICLE I **TERM OF AGREEMENT**

This Agreement shall begin on March 15th, 2020, regardless of the date of execution, (the “Effective Date”) and expire upon the end of the 2020 calendar year growing season, generally anticipated to be around November 30, 2020. This Agreement shall automatically renew for the next five (5) years for a period equal to each of the annual growing seasons, which is generally March through November.

ARTICLE II **CITY’S DUTIES AND RESPONSIBILITIES**

1. City shall maintain, which includes mowing, the ROW so that it has a neat and orderly appearance free of high weeds and rubbish (the “Services”).
2. City shall secure at its own expense all materials, supplies, machinery, equipment, tools, superintendence, labor, personnel, insurance, and other accessories and services necessary to provide the Services.
3. City shall not make or cause to be made any alterations, additions, or improvements to BNSF property without the prior written consent of the BNSF. All alterations, additions, and improvements to BNSF property made with the written consent of the BNSF shall, upon completion and acceptance by the BNSF, become the property of the BNSF. City may be required to remove, at its expense, any alterations, additions, or improvements not meeting specifications as approved by the BNSF.
4. City shall ensure that their employees adhere to reasonable safety policies and procedures provided by BNSF.

5. The City shall be fully responsible for the protection of City's employees.

ARTICLE III **BNSF'S DUTIES AND RESPONSIBILITIES**

1. BNSF shall allow reasonable access to the ROW that is subject to the performance of Services under this Agreement.
2. BNSF may routinely make inspections to determine compliance with this Agreement. In the event the BNSF observes non-compliance, the City will be notified and shall be given a period, not to exceed thirty (30) days from the date of notification by the BNSF, of time to correct the problem.
3. BNSF shall timely pay all invoices for Services as provided in Article IV.

ARTICLE IV **PAYMENT FOR SERVICES**

BNSF agrees to pay City One Thousand Eight Hundred Dollars (\$1,800.00) per month for the performance of the Services under this Agreement. City shall send invoices by the fifteenth (15th) of the month for prior month's completed work. Invoices for Services only performed for a portion of a month shall be prorated. The BNSF will have thirty (30) days from receipt of the invoice to pay. Payment for services shall increase ten-percent (10%) every five (5) years, with the first payment escalation being the 2025 growing season, unless otherwise terminated or revised.

ARTICLE V **TERMINATION AND BREACH**

1. Termination for Convenience. Either party may terminate this Agreement without cause upon forty-five (45) days written notice.
2. Termination for Cause. In the event of a breach of the terms and conditions of this Agreement by either party hereunder, the non-breaching party may elect to terminate this Agreement upon providing the defaulting party with a written notice of such default, and allowing the breaching party a period of thirty (30) days from and after the date of such notice to cure the breach, or a period of ten (10) days for breaches related to payment of money, complained of to the satisfaction of the non-breaching party. In the event said breach is not cured within said thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of said period.
3. Non-appropriation of Funds. If for any reason, at any time during any term of this Agreement, the Celina City Council fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, the City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery by the City to the City of

written notice of the City's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

ARTICLE VI **MISCELLANEOUS PROVISIONS**

1. Immunity. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

2. Assignment/Non-Transferable. The Parties agree that neither this Agreement nor the work to be performed or goods/services provided hereunder will be assigned or transferred without the prior written consent of the Parties.

3. Successors and Assigns. The Parties, and their partners, assigns, successors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

4. Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

5. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:

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

With a copy to:

Messer, Rockefeller & Fort , P.L.L.C.
Attn: Julie Fort
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
TEL: (972) 668-6400

To BNSF:

BNSF Corporate Real Estate
 2650 Lou Menk Drive, MOB 2
 Ft Worth, TX 76131

6. Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

7. Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

8. Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

9. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for landscape maintenance only and not any other matters that may exist between the Parties past, present or future.

11. Independent Contractor. In the performance of services pursuant to this Agreement, City shall be an independent contractor and not an officer, agent, servant or employee of BNSF. City shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. City shall be solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any.

12. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

13. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

14. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

15. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary

ROW Maintenance Agreement

action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

17. Force Majeure. Neither City nor the BNSF shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, pandemics, epidemics and any other cause not reasonably within the control of the Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome. Failure of a Party to timely perform an obligation hereunder shall only be excused as an event of force majeure described in this paragraph if a Party who cannot perform sends written notice to the other Party within thirty (30) days of the start of the event of force majeure: (a) stating the obligations that the Party cannot perform due to the event of force majeure; (b) describing in detail the event of force majeure that is preventing performance; and (c) providing a date by which such Party reasonably expects to be able to perform and the length of the force majeure event.

18. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

19. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to be effective as of the date of the last of the parties to sign.

CITY OF CELINA

By: _____
Jason Laumer, City Manager

Date: _____

ATTEST:

Vicki Tarrant, City Secretary

BNSF:

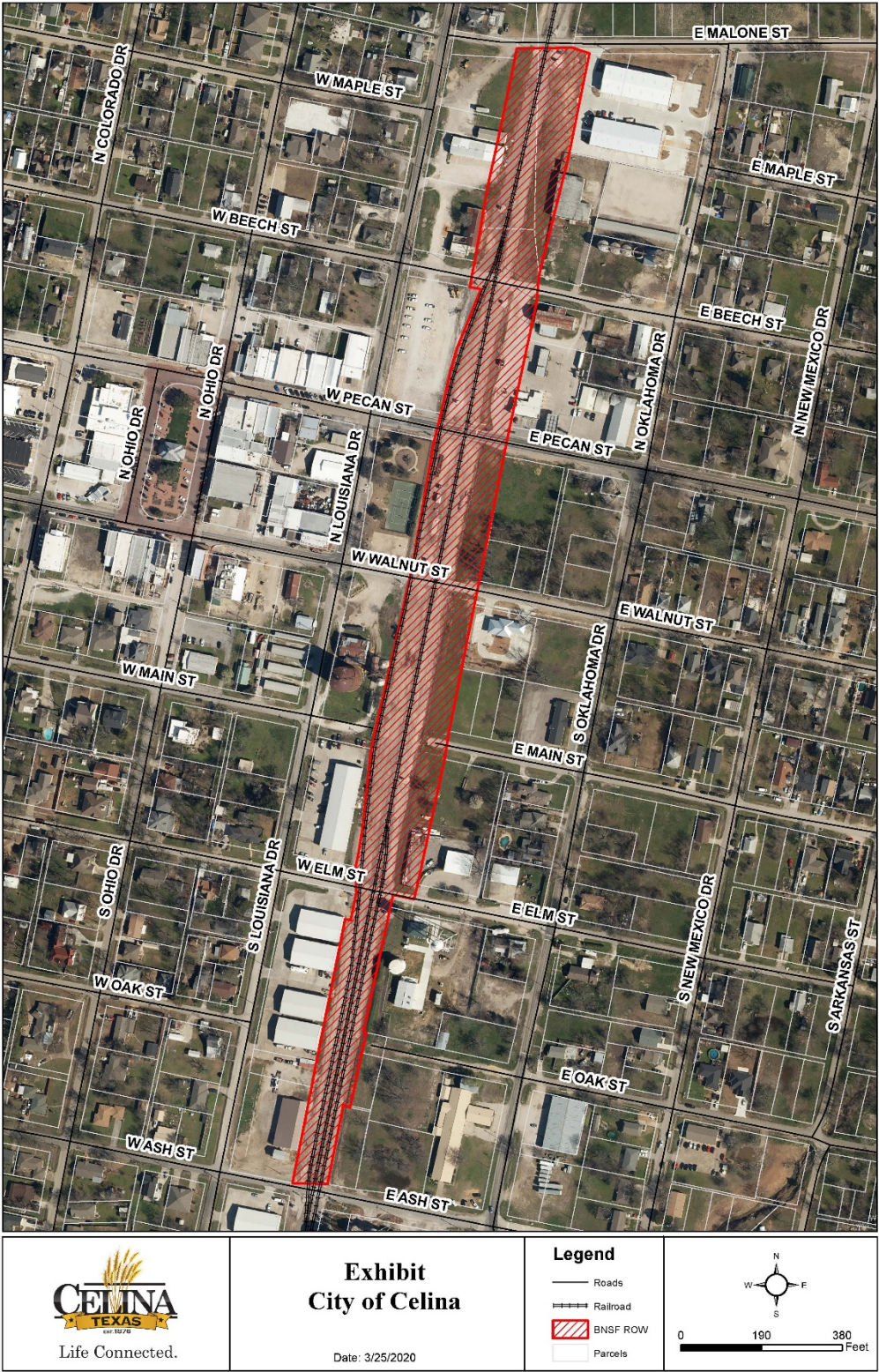
By: _____

Print Name: _____

Title: _____

Attachment: BNSF ROW Maintenance Agreement (BNSF ROW Maintenance Agreement)

EXHIBIT A



Attachment: BNSF ROW Maintenance Agreement (BNSF ROW Maintenance Agreement)

BNSF ROW

Maintenance Agreement

City Council

April 14, 2020

Background

- Code Enforcement proactively worked with BNSF corporate on an innovative agreement where:
 - The City will maintain the BNSF ROW in the downtown area (Ash to Malone) during the growing season
 - BNSF will pay the City (above and beyond) the cost for maintenance plus an administration fee

Attachment: Staff Presentation (BNSF ROW Maintenance Agreement)

BNSF ROW



Attachment: Staff Presentation (BNSF ROW Maintenance Agreement)

Next Steps

- Parks, Finance, and Legal have all reviewed and blessed the agreement
- If approved, Parks will maintain the BNSF ROW in downtown, in furtherance of the vision of the Downtown Master Plan
- Staff recommends approval



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: Irrigation Ordinance

Action Requested:

Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 13: Utilities, by adding a new Article 13.10: Irrigation Systems. (Irrigation Ordinance) (McAfee)

Background Information:

The Irrigation Ordinance is added to the Code of Ordinances.

Supporting Documents:

- Draft Ordinance
- Staff Presentation

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
ORDINANCE 2020-_____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 13: UTILITIES, BY ADDING A NEW ARTICLE 13.10 IRRIGATION SYSTEMS; 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, Texas, is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with provisions of the Texas Local Government Code the Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Celina, Texas is a home rule municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt rules for irrigation systems as set forth herein;

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

SECTION 1

INCORPORATION OF PREMISES

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

SECTION 2

FINDINGS

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

SECTION 3

AMENDMENTS

Article 3.01. That the Code of Ordinances of the City of Celina, Texas Chapter 13; Utilities is hereby amended by adding a new Article 13.10 Irrigation Systems which shall read as follows:

“Article 13.10. Irrigation Systems

Sec. 13.10.001 Definitions

Attachment: Draft Ordinance (Irrigation Ordinance)

All technical industry words or phrases related to the irrigation systems not specifically defined in this section shall have the meanings customarily attributable in the irrigation industry. The following words and terms, when used in this division, have the following meanings, unless the context clearly indicates otherwise.

Air gap. A complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

Atmospheric vacuum breaker. An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an atmospheric vacuum breaker back-siphonage prevention assembly.

Automatic controller. A solid state timer capable of operating valve stations to set the days, time of day, and length of time water is applied.

Backflow prevention. The mechanical prevention of reverse flow, or back siphonage, of non-potable water from an irrigation system into the potable water source.

Backflow prevention assembly. Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

Completion of irrigation system installation. When the landscape irrigation system has been installed, all minimum standards met, all tests performed, and the irrigator is satisfied that the system is operating correctly.

Consulting. The act of providing advice, guidance, review or recommendations related to landscape irrigation systems.

Cross-connection. An actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

Design. The act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulic calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.

Design pressure. The pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.

Double check valve. An assembly that is composed of two independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a double check valve backflow prevention assembly.

Emission device. Any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, and drip irrigation emitters.

Employed. Engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair, or service to irrigation systems. A person is employed if that person is in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, Sec. 3212(d) based on the behavioral control, financial control, and the type of relationship involved in performing employment related tasks.

Head-to-head spacing. The spacing of spray or rotary heads equal to the manufacturer's published radius of the head.

Health hazard. A cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

Hydraulics. The science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.

Inspector. A licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.

Installer. A person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to V.T.C.A., Texas Administrative Code, Title 30, Chapter 30 (relating to occupational licenses and registrations).

Irrigation controller. A programmable device capable of providing multiple irrigation programs with a least three
(3) start times per program and capable of limiting the irrigation frequency to once every seven (7) days.

Irrigation inspector. A person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under V.T.C.A., Texas Administrative Code, Title 30, Ch. 30 (relating to occupational licenses and registrations).

Irrigation plan. A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

Irrigation services. Selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.

Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system

that is used on or by an agricultural operation as defined by V.T.C.A., Texas Agricultural Code, Sec. 251.002.

Irrigation technician. A person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under V.T.C.A., Texas Administrative Code, Title 30, Chapter. 30 (relating to occupational licenses and registrations).

Irrigation zone. A subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

Irrigator. A person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under V.T.C.A., Texas Administrative Code, Title 30, chapter 30.

Irrigator-in-charge. The irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.

Landscape irrigation. The science of applying the necessary amount of water to promote or sustain healthy growth of plant material or turf.

License. An occupational license that is issued by the Texas Commission on Environmental Quality, under V.T.C.A., Texas Administrative Code, tit. 30, Ch. 30, to an individual that authorizes the individual to engage in an activity that is covered by V.T.C.A., Texas Administrative Code, title 30, Chapter 30.

Mainline. A pipe within an irrigation system that delivers water from the water source to the individual zone waives.

Maintenance checklist. A document made available to the irrigation system's owner or owner's representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller or smart contractor, weather monitor, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed.

Major maintenance, alteration, repair, or service. Any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone

control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

Master valve. A remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

Matched precipitation rate. The condition in which all sprinkler heads within an irrigation zone apply water at the same rate.

New installation. An irrigation system installed at a location where one did not previously exist.

Pass-through contract. A written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.

Potable water. Water that is suitable for human consumption.

Pressure vacuum breaker. An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a pressure vacuum breaker back-siphonage prevention assembly.

Reclaimed water. Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

Records of landscape irrigation activities. The irrigation plans, contracts, warranty information, invoices, copies of permits, and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.

Reduced pressure principle backflow prevention assembly. An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

Smart (ET) controller. A device capable of receiving and monitoring weather data using evapotranspiration technology or measuring soil moisture directly to calculate or determine the amount of moisture lost from the soil to automatically create or make adjustments to the irrigation schedule to apply only the amount of water that is necessary to replace what has been lost.

Static water pressure. The pressure of water when it is not moving.

Supervision. The on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and/or employer in compliance with local or state requirements. Also a licensed installer working under the direction of a licensed irrigator or beginning January 1, 2009, an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.

Water conservation. The design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies

the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

Zone flow. A measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.

Zone valve. An automatic valve that controls a single zone of a landscape irrigation system.

Sec. 13.10.002 License and permit required

(a) **License required.** Any person who connects an irrigation system to the water supply within the city or the city's extraterritorial jurisdiction, commonly referred to as the ETJ, must hold a valid license, as defined by V.T.C.A., Texas Administrative Code, Title 30, Chapter 30 and required by V.T.C.A., Texas Occupations Code Chapter 1903 or as defined by V.T.C.A., Texas Administrative Code Title 22, Chapter 365 and required by V.T.C.A., Texas Occupations Code Chapter 1301.

Exemption: A property owner is not required to be licensed in accordance with V.T.C.A., Texas Occupations Code Title 12, Sec. 1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the remaining standards contained in this division. V.T.C.A., Texas Administrative Code Title 30, Chapter 344 regarding spacing, water pressure, spraying water over impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves. The city may, at any point, adopt more stringent requirements for a home or property owner who installs an irrigation system. See V.T.C.A., Texas Occupations Code Sec. 1903.002 for other exemptions to the licensing requirement.

(b) **Permit required.** Any person installing an irrigation system and or replacing a backflow prevention device within the territorial limits or extraterritorial jurisdiction of the city is required to obtain a permit from the city. Copy of an irrigation plan must be submitted to the building official or the official city representative in conjunction with the permit application with plan set being in ***PDF format***. A set of plans is required must be given to the property owner on completion of the irrigation system. Any plan approved for a permit must be in compliance with the requirements of this division.

Exemptions:

- (1) An irrigation system that is an onsite sewage disposal system, as defined by V.T.C.A., Health and Safety Code Sec. 355.002; or
- (2) An irrigation system used on or by an agricultural operation as defined by V.T.C.A., Agriculture Code Sec. 251.002.

Sec. 13.10.003 Backflow prevention methods and devices

(a) General. Any irrigation system that is connected to the potable water supply must be connected through a back flow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be approved by the American Society of Sanitary Engineers, the Foundation for Cross- Connection Control and Hydraulic Research, the University of Southern California, the Uniform Plumbing Code; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations.

(1) If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow:

A. An air gap may be used if:

- i. There is an unobstructed physical separation; and
- ii. The distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.

B. Reduced pressure principle backflow prevention assemblies may be used if:

- i. The device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and
- ii. Drainage is provided for any water that may be discharged through the assembly relief valve.
- iii. Freeze protection is provided with insulated enclosure or other method approved by Building Official or Chief Building Inspector

C. Pressure vacuum breakers may be used if:

- i. No back-pressure condition will occur; and
- ii. The device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.
- iii. Freeze protection is provided with insulated enclosure or other method approved by Building Official or Chief Building Inspector

- D. Atmospheric vacuum breakers may be used if:
- i. No back-pressure will be present;
 - ii. There are no shutoff valves downstream from the atmospheric vacuum breaker;
 - iii. The device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;
 - iv. There is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and
 - v. A separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.

(2) Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.

(3) If there are no conditions that present a health hazard, double check valve backflow prevention assemblies may be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only.

(4) If a double check valve is installed below ground:

- A. Test cocks must be plugged, except when the double check valve is being tested;
- B. Test cock plugs must be threaded, watertight, and made of nonferrous material;
- C. A y-type strainer is installed on the inlet side of the double check valve;
- D. Must be installed a minimum of 12 “ (inches) below grade, measured from top of assembly to grade level and there must be a minimum twelve (12) inch clearance between any fill material and the bottom of the double check valve to allow for testing and repair; and
- E. There must be space on the side of the double

check valve to test and repair the double check valve.

- (5) If any existing irrigation system without a backflow-prevention assembly requires maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention assembly or device before any major maintenance, alteration, repair, or service is performed.
- (6) If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.
- (7) The irrigation contractor shall ensure the backflow prevention device is tested by a licensed backflow prevention assembly tester through our provider SC Tracking Solutions, prior to being placed in service and the test results provided to the city and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device.

Sec. 13.10.004 Specific conditions and cross-connection control

- (a) Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation system must be connected through a reduced pressure principle backflow prevention assembly or air gap.
- (b) Connection of any additional water source to an irrigation system that is connected to the potable water supply can only be done if the irrigation system is connected to the potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap.
- (c) Irrigation system components with chemical additives induced by aspiration, injection, or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.
- (d) If an irrigation system is designed or installed on a property that is served by an onsite sewage facility, as defined in V.T.C.A., Texas Administrative Code Title 30, Chapter 285, then:
 - (1) All irrigation piping and valves must meet the separation distances from the onsite sewage facilities system as required for a private water line in V.T.C.A., Texas Administrative Code, tit. 30, sec. 285.91(10);
 - (2) Any connections using a private or public potable water source that is not the city's potable water system must be connected to the water source through a reduced pressure principle backflow prevention assembly as

defined in V.T.C.A., Texas Administrative Code, Title 30, Sec. 344.50; and

(3) Any water from the irrigation system that is applied to the surface of the area utilized by the onsite sewage facility system must be controlled on a separate irrigation zone or zones so as to allow complete control of any irrigation to that area so that there will not be excess water that would prevent the onsite sewage facilities system from operating effectively.

Sec. 13.10.005 Water conservation

All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation as defined in the definitions section of this division.

Sec. 13.10.006 Irrigation plan design; minimum standards

A. An irrigation shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper or electronic copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the licensed irrigator if the variance from the plan does not:

- (1) Diminish the operational integrity of the irrigation system;
- (2) Violate any requirements of this division; and
- (3) Go unnoted in red on the irrigation plan.

B. The irrigation plan must include complete coverage of the area to be irrigated. If a system does not provide complete coverage of the area to be irrigated, it must be noted on the irrigation plan.

C. For all irrigation systems other than irrigation systems installed on single-family lots, a certified landscape irrigation auditor shall conduct the following required irrigation audits and inspections

1. Installation audit and inspection: Immediately following installation, an irrigation system audit and inspection shall be required for all new commercial irrigation systems. For new developments, documentation of the audit and inspection shall be submitted to the city prior to issuing a certificate of occupancy. The audit and inspection must include an evaluation of the system distribution uniformity and actual zone precipitation rate. The audit shall be performed according to the latest edition of the Recommended Audit Guidelines, published by the Irrigation Association, 6540 Arlington Boulevard, Falls Church, Virginia 22042-6638. Distribution uniformity shall be measured on the largest turf grass area zone of the irrigation system. Forms for submission and documentation of audit and inspection information shall be made available by the city.

2. Recurring inspections: An irrigation system audit and inspection shall be required for irrigation systems, new and existing, shall be submitted to the city once every three years, and shall be conducted in the same manner as set forth in subparagraph 1, above, regarding the installation audit and inspection. The city shall establish a timeline and procedures for all developments to submit irrigation system audit and inspection documentation to the city for review. Forms for submission and documentation of inspection information shall be made available by the city.

F. All irrigation plans used for construction must be legible. The plan must include, at a minimum, the following information:

- (1) The irrigator's seal, signature, and date of signing;
- (2) All major physical features and the boundaries of the areas to be watered;
- (3) A North arrow;
- (4) A legend;
- (5) The zone flow measurement for each zone;
- (6) Location and type of each:
 - A. Irrigation controller and sensor that has the capability to set thresholds for both rain and freeze at 40 degrees or above.
 - B. Commercial and Right of Way installation will require that controller and sensors be located above ground and shall be decorative or on a decorative post stand, and sited inconspicuously.
- (7) Location, type, and size of each:
 - A. Water source, such as, but not limited to a water meter and point(s) of connection;
 - B. Backflow prevention device;
 - C. Water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, tree bubblers, foundation drip, non-turf drip or micro-sprays;
 - D. Valve, including but not limited to, zone valves, master valves, and isolation valves;
 - E. Pressure regulation component;
 - F. Main line and lateral piping; and
 - G. Wiring splice locations.

- (8) The engineer's scale used; and areas from heads showing head-to-head cover coverage.
- (9) The design pressure; and
- (10) Total landscape area (excluding all impervious surfaces) served by the irrigation system.

Sec. 13.10.007 Design and installation; minimum requirements

(a) Manufacturer's limitations. No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component; and

(b) Spacing.

(1) The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure. Turf area eight (8) feet or wider must have heads spraying back to achieve head to head coverage.

(2) New irrigation systems shall not utilize above-ground spray emission devices in landscapes that are less than 48 inches, not including the impervious surfaces, in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.

(3) Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.

(4) Each double check backflow prevention device must be located no more than three (3) feet from the water meter, if not applicable install shall be no more than (3) feet from private side of public sidewalk or property line. In cases where RPZ or PVB assemblies are used, the device shall be located on the side of the building and integrated into the building envelope or consolidated into an enclosed service areas and screened with primary building materials used on the building or living vegetative screens.

(c) Water pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements

include either a city-approved pressure regulator or pressure-compensating heads. Commercial irrigation must use pressure-regulating heads on all turf heads.

- (d) Piping. Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.
- (e) Irrigation zones. Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, foundation protection, soil conditions, and hydrological requirements. All non-turf landscape areas shall be designed with drip irrigation to include pressure-compensating, non-draining emitters and a 120 mesh filter. Parkway areas within ten (10) feet from the curb must have either drip irrigation or high- efficiency, low-precipitation nozzles, as approved in writing by the city. No single stream rotors permitted in front yards unless approved in writing by the city.
- (f) Matched precipitation rate. Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.
- (g) No-spray surface. Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.
- (h) Foundations. A separate station shall be installed and dedicated only for drip irrigation for the purpose of watering a structure's foundation.
- (i) Master valve. A master valve shall be installed on the discharge side of the backflow prevention device on all new installations and located within twelve (12) inches of the backflow prevention device.
- (j) Check valves. Check valves are required where elevation differences may result in low head drainage. Check valves may be located at the sprinkler head(s) or on the lateral line. Any slope greater than a 4:1 ratio must be irrigated by drip irrigation.
- (k) Bubblers shall be installed at all trees
- (l) Pop-up heads. Pop-up heads shall be installed and operated to extend above all landscape turf grass.
- (m) PVC pipe primer solvent. All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a purple primer prior to applying the PVC cement in accordance with the International Plumbing Code and local amendments.
- (n) Irrigation controllers. All new irrigation systems must include a programmable irrigation controller capable of providing the minimum following features:
 - 1) Multiple irrigation programs with at least three start times per program;
 - 2) Limiting the irrigation frequency to once every seven (7) days and once every fourteen (14) days; and
 - 3) Water budgeting features.

(o) Operational rain and freeze shut-off devices capable of setting thresholds for rain and freeze at or above 40 degrees. All new automatically controlled irrigation systems must include an operational sensor with the capability to set thresholds for both rain and freezing temperatures at or above 40 degrees or other technology designed to inhibit or interrupt operation of the irrigation system during periods of freezing weather at or above 40 degrees and rainfall. Freeze and rain shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include an operational sensor with the capability to set thresholds for both rain and freezing temperatures at or above 40 degrees or other technology designed to inhibit or interrupt operation of the irrigation system during periods of freezing weather at or above 40 degrees and rainfall.

(p) Rain/Freeze Installation: Residential rain freeze sensor must be installed on house and not under gutters. Commercial and Right of Way installations will require that controller and sensors be located on building or above ground and shall be decorative or on a decorative post stand, and sited inconspicuously for right-of-way installation.

(q) Isolation valve. All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.

(r) Depth coverage of piping. Piping in all irrigation systems must be installed according to the manufacturer's published specifications for depth coverage of piping.

(1) If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of six inches of select backfill for lateral lines and 12 inches for main lines, between the top of the pipe and the natural grade of the topsoil. All portions of the irrigation system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner's representative to address any safety issues.

(2) If a utility, manmade structure or roots create an unavoidable obstacle, which makes the six-inch depth coverage requirement impractical, the piping shall be installed to provide a minimum of two inches of select backfill between the top of the pipe and the natural grade of the topsoil.

(3) All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.

(s) Wiring irrigation systems.

(1) Underground electrical wiring used to connect an irrigation controller

to any electrical component of the irrigation system must be listed by Underwriters Laboratories as acceptable for burial underground.

(2) Electrical wiring that connects any electrical components of an irrigation system must be sized according to the manufacturer's recommendation.

(3) Electrical wire splices which may be exposed to moisture must be waterproof as certified by the wire splice manufacturer.

(4) Underground electrical wiring that connects an irrigation controller to any electrical component of the irrigation system must be buried with a minimum of six (6) inches of select backfill.

(t) Water contained within the piping of an irrigation system is deemed to be non potable . No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "Non Potable, Not Safe For Drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.

(u) Beginning January 1, 2010, either a licensed irrigator or a licensed irrigation technician shall be onsite at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is onsite to supervise the installation of the irrigation system.

Sec. 13.10.008 Initial Inspection

The city will conduct an initial inspection of all piping, valves, emission devices, and other irrigation system components prior to backfilling any part of the system for Commercial and Right-of-Way installations only, spot checking will be allowed where connections are made, so all of trench is not open.

Sec. 13.10.009 Completion of irrigation system installation

Upon completion of the irrigation system, the irrigator or irrigation technician who provided supervision for the on- site installation shall be required to complete the following items:

a. A final "walk through" with the irrigation system's owner or the owner's representative to explain the operation of the system. The "walk through" must include, but not be limited to, visual inspection of all zones and emission devices operating for not less than two minutes, a review of the currently programmed, as well as seasonal, watering schedule, list of the components that require maintenance and the recommended frequency of service, location of the irrigation controller and associated manufacturer's manual, water meter, isolation valve, backflow preventer, sprinkler heads, drip or pressure compensating tubing irrigation, rain or moisture and freeze shut-off device, irrigation plan showing the

installed system, maintenance checklist, etc.

(b) The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation system's owner or owner's representative and shall sign, date, and seal the checklist. If the irrigation system's owner or owner's representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation system's owner or owner's representative's signature line. The irrigation system owner or owner's representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained by the irrigator and provided to the building official or the official city representative as part of final document step. The items on the maintenance checklist shall include but are not limited to:

1. Irrigator's name, license number, company name, telephone number, and the dates of the warranty period;
2. The manufacturer's manual for the irrigation controller;
3. A seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) data, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;
4. A list of components, such as the nozzle, or pump filters, and other such components; that require maintenance and the recommended frequency for the service; and
5. The statement, "This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the Irrigation Plan and is properly adjusted for the most efficient application of water at this time."

(c) A permanent sticker which contains the irrigator's name, license number, company name, telephone number and the dates of the warranty period shall be affixed to each irrigation controller installed by the irrigator or irrigation technician. The information contained on the sticker must be printed with waterproof ink.

(d) The irrigation "As-Built" plan indicating the actual installation of the system must be provided to the irrigation system's owner or owner representative.

(e) In the event that the irrigation system owner or owner representative is a residential home builder and the new residential home with the associated irrigation system will be sold for the first time to a new homeowner, a copy of the irrigation plan indicating the actual installation of the system and corresponding maintenance checklist must be placed within or attached to the irrigation controller. A copy of the irrigation plan and corresponding maintenance checklist must be placed within or attached to the irrigation controller if the irrigation system is sold or transferred from the new home owner or subsequent owners.

Sec. 13.10.010 Maintenance, alteration, repair, or service of irrigation systems

- (a) The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair, or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigation system.
- (b) All trenches and holes created during the maintenance, alteration, repair, or service of an irrigation system must be returned to the original grade with compacted select backfill.
- (c) Purple PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair, or service of an irrigation system in accordance with the International Plumbing Code and local amendments.
- (d) When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present.

Sec. 13.10.011 Reclaimed water

Reclaimed water may be utilized in landscape irrigation systems if:

- (1) There is no direct contact with edible crops, unless the crop is pasteurized before consumption;
- (2) The irrigation system does not spray water across property lines that do not belong to the irrigation system's owner;
- (3) The irrigation system is installed using purple piping and components;
- (4) The domestic potable water line is connected using an air gap or a reduced pressure principle backflow prevention device, in accordance with V.T.C.A., Texas Administrative Code Title 30, Sec. 290.47(i)(relating to appendices);
- (5) A minimum of an eight-inch by eight-inch sign, in English and Spanish, is prominently posted on/in the area that is being irrigated, that reads, "RECLAIMED WATER-DO NOT DRINK" and "AGUA DE RECUPERACION-NO BEBER"; and
- (6) Backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the city's water provider.

Sec. 3.10.012 Advertisement requirements

(a) At least one vehicle must remain onsite and clearly visible when used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigator's license number in the form of "LI ____" in a contrasting color of block letters at least two inches high, on both sides of the vehicle.

(b) All forms of written and electronic advertisements for irrigation services must display the irrigator's license number in the form of "LI ____." Any form of advertisement, including business cards, and estimates which displays an entity's or individual's name other than that of the licensed irrigator must also display the name of the licensed irrigator and the licensed irrigator's license number. Trailers that advertise irrigation services must display the irrigator's license number.

Sec. 3.10.013 Contracts

(a) All contracts to install an irrigation system must be in writing and signed by each party and must specify the irrigator's name, license number, business address, current business telephone numbers, the date that each party signed the agreement, the total agreed price, and must contain the statement, "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us." All contracts must include the irrigator's seal, signature, and date.

(b) All written estimates, proposals, bids, and invoices relating to the installation or repair of an irrigation system(s) must include the irrigator's name, license number, business address, current business telephone number(s), and the statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's web site is: www.tceq.state.tx.us."

(c) An individual who agrees by contract to provide irrigation services as defined in V.T.C.A., Texas Administrative Code tit. 30, sec. 344.30 (relating to License Required) shall hold an irrigator license issued under V.T.C.A., Texas Administrative Code Title 30, Chapter 30 (relating to occupational licenses and registrations) unless the contract is a pass-through contract as defined in V.T.C.A., Texas Administrative Code Title 30, Sec. 344.1(36) (relating to definitions). If a pass-through contract includes irrigation services, then the irrigation portion of the contract can only be performed by a licensed irrigator. If an irrigator installs a system pursuant to a pass-through contract, the irrigator shall still be responsible for providing the irrigation system's owner or through contract, the irrigator shall still be responsible for providing the irrigation system's owner or owner's representative a copy of the warranty and all other documents required under this chapter. A pass-through contract must identify by name and license number the irrigator that will perform the work and must provide a mechanism for contacting the irrigator for irrigation system warranty work.

(d) The contract must include the dates that the warranty is valid.

Sec. 3.10.014 Warranties for systems

(a) On all installations of new or major repair of irrigation systems, an irrigator shall

present the irrigation system's owner or owner's representative with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigator's warranty is less than the manufacturer's warranty for the system components, then the irrigator shall provide the irrigation system's owner or the owner's representative with applicable information regarding the manufacturer's warranty period. The warranty must include the irrigator's seal, signature, and date. If the warranty is part of an irrigator's contract, a separate warranty document is not required.

(b) An irrigator's written warranty on new irrigation systems must specify the irrigator's name, business address, and business telephone number(s), must contain the signature of the irrigation system's owner or owner's representative confirming receipt of the warranty and must include the statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us."

(c) On all maintenance, alterations, repairs, or service to existing irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative a written document that identifies the materials furnished in the maintenance, alteration, repair, or service.

Sec. 3.10.015 Duties and responsibilities of city irrigation inspectors

A licensed irrigation inspector or plumbing inspector shall enforce the ordinance of the city, and shall be responsible for:

- (1) Verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
- (2) Determining that the irrigation system complies with the requirements of this division;
- (3) Determining that the appropriate backflow prevention device was installed, tested, and test results provided to the city through SC Tracking Solutions;
- (4) Providing the final walk-through of the irrigation system, inspecting underground installation for commercial and Right-of-Way installations;
- (5) Investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
- (6) Maintaining records according to this division

Sec. 3.10.016 Fees

Refer to the City of Celina master fee chart for fees on permits for Residential and Non-Residential irrigation installations.

Sec. 3.10.017 Enforcement and penalty

(a) The city shall have the power to administer and enforce the provisions of this section as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of this Code, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of the ordinance codified in this section is declared to be a nuisance.

(b) Any person violating any provision of this section shall, upon conviction, be fined a sum not exceeding \$2,000.00. Each day that a provision of this section is violated shall constitute a separate offense. An offense under this section is a class C misdemeanor, punishable by a fine of up to \$2,000.00.

(c) Nothing in this section shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this section and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with this division; and
- (2) Other available relief.

Sec. 13.10.018 Automatic updates

Provisions of this ordinance shall automatically update to reflect State law changes as they are made.”

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

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

may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PENALTY**

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

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

SECTION 8 **PUBLICATION CLAUSE**

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

SECTION 9 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 10 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Irrigation Ordinance)

Irrigation

New Ordinance

City Council

April 14, 2020

Attachment: Staff Presentation (Irrigation Ordinance)

Background

- State law requires cities that are 20,000 and greater in population to adopt an Irrigation ordinance that:
 - Requires irrigation work be performed by TCEQ-licensed professionals, and
 - Obtain permits from the governing jurisdiction (i.e. city)
- The City has already been requiring this informally for some time now

Ordinance Overview

- Codification of State-law required regulations
- Water conservation measures
- Compliance required by State law
- Staff recommends approval

Attachment: Staff Presentation (Irrigation Ordinance)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan/AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: Public Works Service Center Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 36 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 4,000 feet east of Preston Road and south of future Carl Darnall Parkway. (Public Works Service Center Annexation Service Agreement) (Mohan)

Owner:

City of Celina
142 N. Ohio Street
Celina, Texas 75009

Background Information:

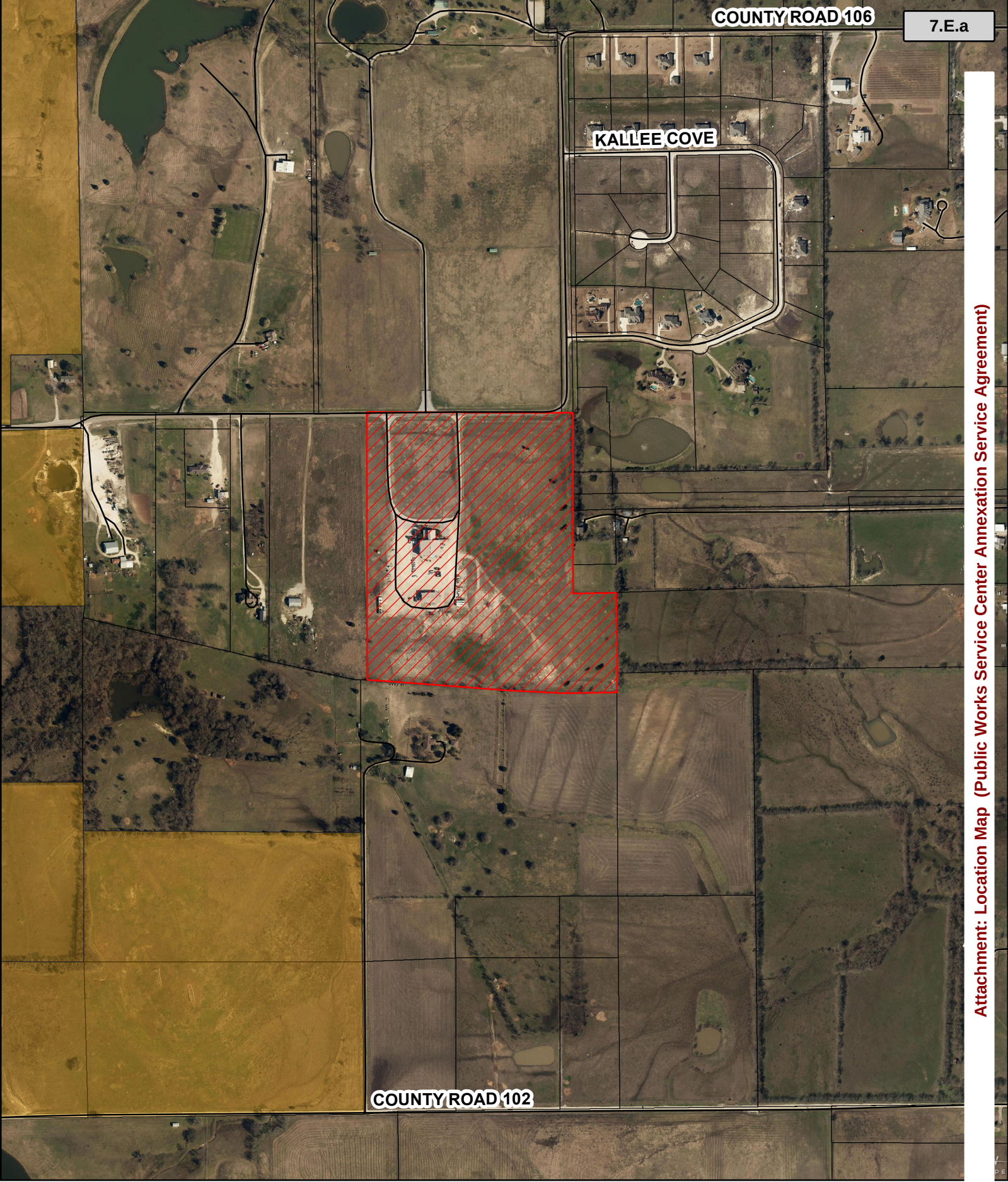
Attached is the service agreement associated with the annexation for the Public Works Service Center.

Supporting Documents:

- Location Map
- Public Works Service Center Annexation Service Agreement

Staff Recommendation:

Staff recommends approval as presented.



COUNTY ROAD 106

7.E.a

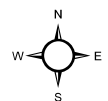
KALLEE COVE

COUNTY ROAD 102

Attachment: Location Map (Public Works Service Center Annexation Service Agreement)

Legend

- Roads
-  PublicWorks
-  City Limits
-  Parcels



0

Feet

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction 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 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.

Entered into this 14th day of April, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: City of Celina

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

Exhibit A
Legal Description

BEING a tract of land situated in the W.W. Shawver Survey, Abstract N0. 810, Collin County, Texas, and being all of a tract conveyed to W. R. Hodgson Properties, L.P., as recorded in Volume 5977, Page 2704, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2 inch iron rod set for corner at the northeast corner of said Hodgson tract; THENCE South 00 degree 07 minutes 54 seconds East a distance of 634.25 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degree 11 minutes 11 seconds East a distance of 272.15 feet to a capped 1/2 inch iron rod found for corner;

THENCE North 88 degrees 58 minutes 57 seconds East a distance of 214.54 feet to a capped 1/2 inch iron rod found for corner;

THENCE South 01 degrees 04 minutes 41 seconds East a distance of 402.81 feet to a capped 1/2 inch iron rod found for corner;

THENCE South 02 degrees 00 minutes 23 seconds West a distance of 97.88 feet to a 6 inch round wood fence post found for corner;

THENCE South 89 degrees 01 minutes 17 seconds West a distance of 265.36 feet to a capped 1/2 inch iron rod set for corner;

THENCE North 87 degrees 08 minutes 45 seconds West a distance of 311.11 feet to a capped 1/2 inch iron rod set for corner;

THENCE North 85 degrees 57 minutes 58 seconds West a distance of 676.32 feet to a 3/8 inch iron rod found for corner;

THENCE North 00 degrees 07 minutes 27 seconds West a distance of 1342.21 feet to a pk nail set for corner in County Road No. 106 (Asphalt);

THENCE North 89 degrees 52 minutes 00 seconds East a distance of 1032.60 feet to the POINT OF BEGINNING and containing 1,532,889 square feet or 35.190 acres of land.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Gandy 40 Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 41 acre tract of land within the Extraterritorial Jurisdiction, generally located on the north side of Choate Parkway and approximately 1,600 feet west of Custer Road. (Gandy 40 Annexation Service Agreement) (Mohan)

Owner:

Allen Gandy
 G&N Estates, LLC
 5967 Shy Drive
 Frisco, Texas 75034

Applicant:

Kirkman Engineering
 4821 Merlot Avenue, Suite 201
 Grapevine, Texas 76051

Background Information:

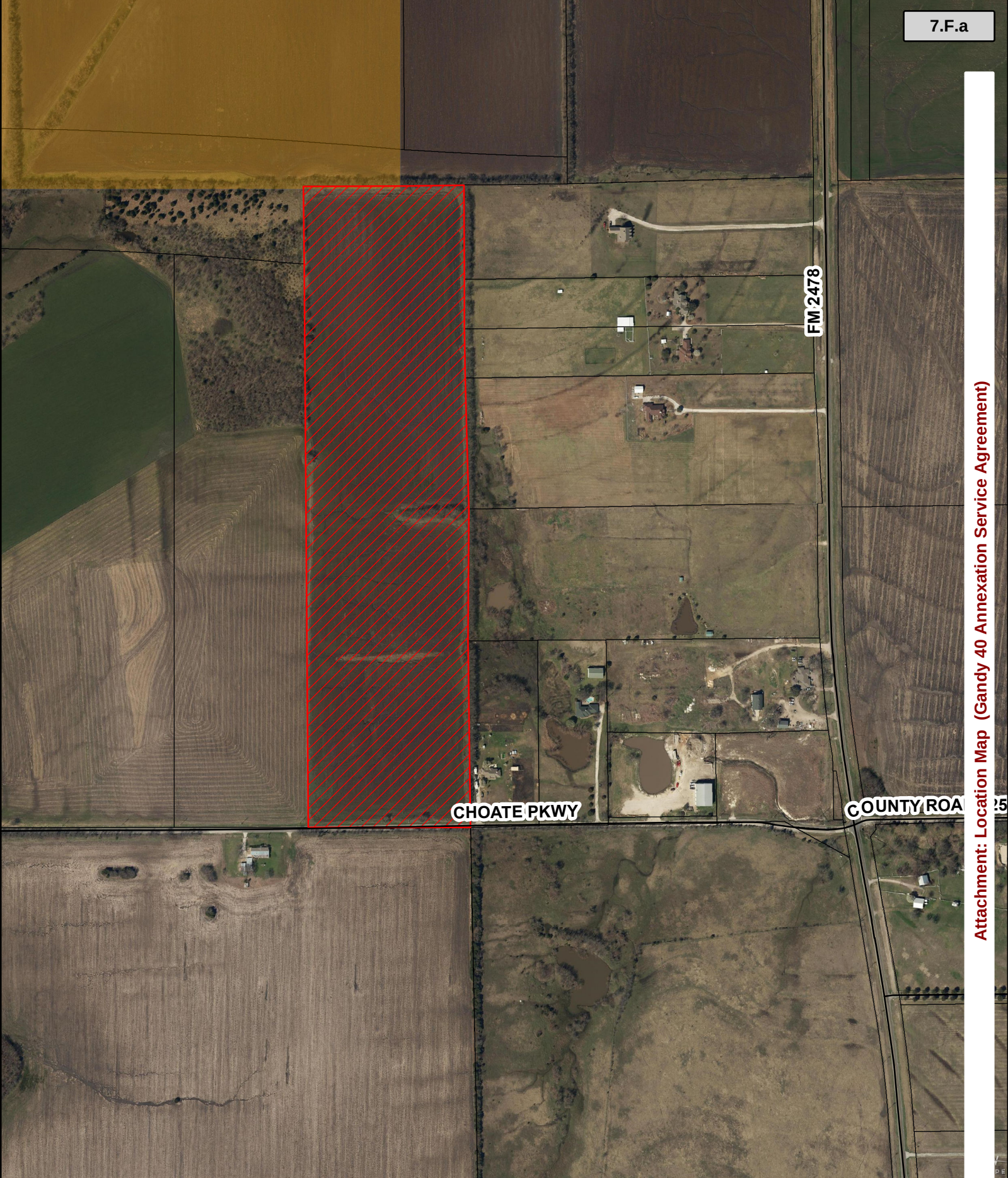
Attached is the service agreement associated with the annexation for Gandy 40.

Supporting Documents:

- Location Map
- Gandy 40 Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Gandy 40 Annexation Service Agreement)



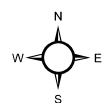
Life Connected.

Location Map Gandy 40

Date: 3/3/2020

Legend

- Roads
- Gandy 40
- City Limits
- Parcels



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Packet Pg. 107

Feet

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction 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 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.

Entered into this 14th day of April, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: G & N ESTATES LLC

By: _____
 Name: Alan Gandy
 Title: Owner
 Date: _____

Exhibit A
Legal Description

BEING a tract or parcel of land lying and being situated in the Coleman Watson Survey, Abstract Number 945, Collin County, Texas, being all of a called tract one described in the deed to Jack Walker Moss recorded in Volume 4985, Page 3068 of the Real Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said Moss tract and the northwest corner of a tract described in a deed to Tom Allen III, et ux, recorded in volume 2749, page 501 of the real property records of Collin county, Texas and the south line of a tract described in a deed to Billie Leon Cox recorded in Volume 1102, Page 767 of the real property records of Collin County, Texas;

THENCE South with the East line of said Moss tract a distance of 2,656.96 feet to a found 5/8" iron pin at the southeast corner of said Moss tract and the southwest corner of a tract described in a deed to Jamie A. Radebaugh recorded in Volume 6009, Page 4179, Real Property Records, Collin County, Texas, on the north line of a tract described in a deed to Glenn Frank O'Brien, Hazel O'Brien Damstrom, Faye O'Brien Copeland, June O'Brien Lair, and Ermyne O'Brien Messina recorded in volume 2886, Page 967 of the Real Property Records of Collin County, Texas;

THENCE South 89 degrees 45 minutes 00 seconds West with the south line of said Moss tract and the north line of said O'Brien tract a distance of 660.00 feet to a set 1/2" iron pin at the southwest corner of said Moss tract and the southeast corner of a tract described in a deed to Belknap FP LTD recorded in Volume 4288, Page 156 of the Real Property Records of Collin County, Texas;

THENCE North with the West line of said Moss tract and the east line of said Belknap tract a distance of 2,659.84 feet to a set 1/2" iron pin at the northwest corner of said Moss tract and the northeast corner of said Belknap tract and the south line of a tract described in a deed to Bennie G Cox recorded in Volume 1102, Page 747 of the Real Property Records of Collin County, Texas;

THENCE West with the North line of said Moss tract, passing en route the southeast corner of said Bennie G. Cox tract and the southwest corner of said Billie Leon Cox tract, and continuing a distance of 660.00 feet to the point of beginning and containing 40.279 acres of land.

Attachment: Gandy 40 Annexation Service Agreement (Gandy 40 Annexation Service Agreement)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Tuscany Estates Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 119 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southeast corner of future Coit Road and future Glendenning Parkway. (Tuscany Estates Annexation Service Agreement) (Mohan)

Owner:

Celina	Land	Development	LLC
2819	Borama		Drive
Irving, Texas 75062			

Applicant:

JDJR	Engineers	&	Consultants,	Inc.
2500	Texas		Drive,	#100
Irving, Texas 75062				

Background Information:

Attached is the service agreement associated with the annexation for Tuscany Estates.

Supporting Documents:

- Location Map
- Tuscany Estates Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

WINN RD

S OKLAHOMA DR

S PRESTON RD

E CHERRY WOOD LN

Attachment: Location Map (Tuscany Estates Annexation Service Agreement)

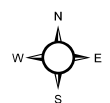


Location Map Oklahoma Sunset Apartments

Date: 3/3/2020

Legend

- Roads
- OklahomaSunsetApt
- City Limits
- Parcels



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Packet Pg. 115

Feet

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction 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 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.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____

Name: Jason Laumer

Title: City Manager

Date: _____

OWNER: Celina Land Development, LLC

By: _____

Name: Segu Dawood Jameel

Title: Owner

Date: _____

Exhibit A
Legal Description

BEING a 118.9044 acre tract or parcel of land situated in the LEVIN ROUTH SURVEY, Abstract No. 779, Collin County, Texas, and being that certain tract of land described in Special Warranty Deed to Celina Land Development LLC, recorded in Instrument Number 2019111000037300, Official Public Records, Collin County, Texas (O.P.R.C.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a found PK nail for the southwest corner of said Celina Land Development tract located in the approximate center of County Road 87; said found PK nail also being the northwest corner of that certain tract of land described in Special Warranty Deed to Celina Stone, LLC, recorded in Instrument Number 2016916001237420, O.P.R.C.C.T.;

THENCE North 01 degrees 21 minutes 14 seconds West, along the west line of said Celina Land Development tract and the approximate centerline of said County Road 87, and along the east line of those certain tracts described in documents to Balaji Texas Properties, LLC, recorded in Instrument Number 20160610000729930, O.P.R.C.C.T. and to Richard Weber et ux, recorded in Instrument Number 97-0040053, O.P.R.C.C.T. and Robert Pickens, recorded in Volume 1772, Page 229, Deed Records, Collin County, Texas (D.R.C.C.T.), a distance of 2632.39 feet to a found PK nail for the northwest corner of said Celina Land Development tract and the northeast corner of said Pickens tract; said found PK nail also being on the south line of that certain tract described in document to A. J. Malone, recorded in Volume 256, Page 340, D.R.C.C.T.;

THENCE South 89 degrees 57 minutes 04 seconds East, along the north line of said Celina Land Development tract and the south line of said Malone tract and along the south line of that certain tract described in document to A. J. McKnight, recorded in Instrument Number 2003-02311730, O.P.R.C.C.T., a distance of 2086.84 feet to a found 3/8 inch iron rod for the northeast corner of said Celina Land Development tract;

THENCE South 00 degrees 18 minutes 20 seconds East, along the east line of said Celina Land Development tract, a distance of 722.83 feet to a found 3/4 inch iron rod;

THENCE South 88 degrees 22 minutes 20 seconds East, along the east line of said Celina Land Development tract, a distance of 85.28 feet to a point being the north end of a Boundary Line Agreement by and between Celina/Coit Road, LLC and The Parks at Wilson Creek, L.P., recorded in Instrument Number 20190111000037290, O.P.R.C.C.T.;

THENCE South 01 degrees 59 minutes 21 seconds West, along said Boundary Line Agreement, a distance of 96.45 feet to a found capped iron rod;

THENCE South 54 degrees 14 minutes 20 seconds West, along said Boundary Line Agreement, a distance of 296.98 feet to a found 1/2 inch iron rod;

THENCE South 00 degrees 38 minutes 09 seconds East, along said Boundary Line Agreement, a distance of 1641.53 feet to a found 1/2 inch capped iron rod for the southeast corner of said Celina Land Development tract as determined by said Boundary Line Agreement; said found 5/8

Attachment: Tuscany Estates Annexation Service Agreement (Tuscany Estates Annexation Service Agreement)

inch iron rod also being located on the north line of that certain tract described in document to Belknap FP, Ltd., recorded in Volume 4288, Page 162, D.R.C.C.T.;

THENCE North 89 degrees 47 minutes 44 seconds West, along the south line of said Celina Land Development tract, the north line of said Belknap FP Ltd. tract, and continuing along the north line of the aforementioned Celina Stone, LLC tract, a distance of 1887.64 feet to the Point of Beginning, and containing 118.9044 Acres (5,179,477 square feet) of land.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Oklahoma Sunset Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of an approximately 18 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Oklahoma Sunset Annexation Service Agreement) (Mohan)

Owner:

Lanterra Group, LLC
 4261 E University Drive, Suite 30-361
 Prosper, TX 75078

Applicant:

Three Five Capital, LLC
 2429 Red Draw Road
 Fortworth, TX 76177

Background Information:

Attached is the service agreement associated with the annexation for Oklahoma Sunset.

Supporting Documents:

- Location Map
- Oklahoma Sunset Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

WINN RD

S OKLAHOMA DR

S PRESTON RD

E CHERRY WOOD LN

Attachment: Location Map (Oklahoma Sunset Annexation Service Agreement)

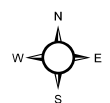


Location Map Oklahoma Sunset Apartments

Date: 3/3/2020

Legend

- Roads
- OklahomaSunsetApt
- City Limits
- Parcels



0

Packet Pg. 124

Feet

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction 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 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.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: Martinek Farming, LLC

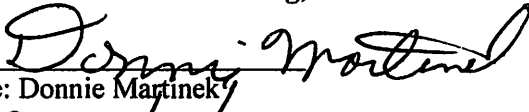
By: 
 Name: Donnie Martinek
 Title: Owner
 Date: 4/6/20

Exhibit A
Legal Description – Tract 1

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado Railroad Company (BBB&C RR CO) Survey, Abstract No. 132, being part of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a one-half inch iron rod with a yellow plastic cap stamped “RPLS 4613” found at the southwest corner of said 34.815 acre tract of land and the northwest corner of a called 10.706 acre tract of land described as Tract 2 in an Assumption Warranty Deed to Facultas Group LLC, as recorded in Instrument No. 20130508000631320, O.P.R.C.C.T., said iron rod being in the east line of the BNSF Railway Company Railroad (100’ width right-of-way), formerly known as the St. Louis, San Francisco and Texas Railroad;

THENCE North 11 degrees 21 minutes 24 seconds East, a distance of 309.91 feet along the west line of said 34.815 acre tract of land and the east line of said BNSF Railway Company Railroad to a point for corner;

THENCE over and across said 34.815 acre tract of land, the following courses and distances:

North 90 degrees 00 minutes 00 seconds East, a distance of 159.02 feet to a point for corner;

North 54 degrees 07 minutes 09 seconds East, a distance of 108.50 feet to a point for corner;

North 52 degrees 40 minutes 13 seconds East, a distance of 178.78 feet to a point for corner;

North 35 degrees 04 minutes 46 seconds East, a distance of 287.06 feet to a point in the south line of the Proposed Sunset Boulevard (100’ width right-of-way);

North 89 degrees 58 minutes 07 seconds East, a distance of 192.60 feet along the south line of said Proposed Sunset Boulevard to a point for corner;

South 00 degrees 01 minutes 53 seconds East, a distance of 435.14 feet to a point for corner;

North 89 degrees 41 minutes 15 seconds East, a distance of 291.96 feet to a point in the east line of said 34.815 acre tract of land and in or near the centerline of South Oklahoma Drive (a variable width right-of-way);

THENCE South 00 degrees 46 minutes 58 seconds East, a distance of 266.39 feet along the east line of said 34.815 acre tract of land and the centerline of said South Oklahoma Drive to a point at the southeast corner of said 34.815 acre tract of land;

THENCE South 89 degrees 25 minutes 51 seconds West, passing at a distance of 16.58 feet a one-half inch iron rod with yellow plastic cap stamped “Bohler Eng. Found at the northeast

corner of a called 1.030 acre tract of land described as Tract 1, as recorded in said Instrument No. 20130508000631320, passing at a distance of 280.58 feet a capped iron rod found at the northwest corner of said 1.030 acre tract of land, and continuing a total distance of 1,103.58 feet to the **POINT OF BEGINNING** and containing 457,148 square feet or 10.495 acres tract of land.

Exhibit A
Legal Description – Tract 2

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado Railroad Company (BBB&C RR CO) Survey, Abstract No. 132, being part of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

THENCE North 00 degrees 01 minutes 53 seconds West, a distance of 50.00 feet over and across said Proposed Sunset Boulevard to a point in or near the centerline of said Proposed Sunset Boulevard;

THENCE North 89 degrees 58 minutes 07 seconds East, a distance of 478.21 feet along the centerline of said Proposed Sunset Boulevard to a point in the east line of said 34.815 acre tract of land and in or near the centerline of South Oklahoma Drive (a variable width right-of-way);

THENCE South 00 degrees 46 minutes 58 seconds East, a distance of 483.75 feet along the east line of said 34.815 acre tract of land and the centerline of said South Oklahoma Drive to a point for corner;

THENCE over and across said 34.815 acre tract of land, the following courses and distances:

South 89 degrees 41 minutes 15 seconds West, a distance of 291.96 feet to a point for corner;

North 00 degrees 01 minutes 53 seconds West, a distance of 435.14 feet to a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

South 89 degrees 58 minutes 07 seconds West, a distance of 192.60 feet along the south line of said Proposed Sunset Boulevard to the **POINT OF BEGINNING** and containing 149,526 square feet or 3.433 acres tract of land.

Exhibit A
Legal Description – Tract 3

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado Railroad Company (BBB&C RR CO) Survey, Abstract No. 132, being part of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point in the west line of said 34.815 acre tract of land and the east line of the BNSF Railway Company Railroad (100' width right-of-way), formerly known as the St. Louis, San Francisco and Texas Railroad;

THENCE over and across said 34.815 acre tract of land, the following courses and distances:

North 90 degrees 00 minutes 00 seconds East, a distance of 159.02 feet to a point for corner;

North 54 degrees 07 minutes 09 seconds East, a distance of 108.50 feet to a point for corner;

North 52 degrees 40 minutes 13 seconds East, a distance of 178.78 feet to a point for corner;

North 35 degrees 04 minutes 46 seconds East, a distance of 287.06 feet to a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

North 00 degrees 01 minutes 53 seconds West, a distance of 50.00 feet over and across said Proposed Sunset Boulevard to a point in or near the centerline of said Proposed Sunset Boulevard;

North 89 degrees 58 minutes 07 seconds East, a distance of 478.21 feet along the centerline of said Proposed Sunset Boulevard to a point in the east line of said 34.815 acre tract of land and in or near the centerline of South Oklahoma Drive (a variable width right-of-way);

THENCE North 00 degrees 46 minutes 58 seconds West, a distance of 50.00 feet along the east line of said 34.815 acre tract of land and the centerline of said South Oklahoma Drive to a point in the north line of said Proposed Sunset Boulevard;

THENCE South 89 degrees 58 minutes 07 seconds West, a distance of 657.69 feet along the north line of said Proposed Sunset Boulevard to a point in the west line of said 34.815 acre tract of land and in the east line of a called 15.53 acre tract of land described in a Special Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20170627000840990, O.P.R.C.C.T.;

THENCE along the west line of said 34.815 acre tract of land and the east line of said 15.53 acre tract of land, the following courses and distances:

South 11 degrees 11 minutes 32 seconds West, a distance of 120.99 feet to a point at an angle point of said 34.815 acre tract of land and an angle point of said 15.53 acre tract of land;

South 65 degrees 09 minutes 58 seconds West, a distance of 330.96 feet to a point at an angle point of said 34.815 acre tract of land and the south corner of said 15.53 acre tract of land, said point being in the east line of said BNSF Railway Company Railroad;

THENCE South 11 degrees 21 minutes 24 seconds West, a distance of 254.11 feet along the west line of said 34.815 acre tract of land and the east line of said BNSF Railway Company Railroad to the **POINT OF BEGINNING** and containing 160,373 square feet or 3.682 acres tract of land.



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Resolution setting PID creation hearing for Edgewood Creek

Action Requested:

Consider and act upon a resolution setting a public hearing under Sec. 372.009 of the Texas Local Government Code for the creation of the Edgewood Creek Public Improvement District within the Extraterritorial Jurisdiction of the City of Celina, Texas; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (DeBuff)

Background Information:

City Council accepted a petition to create a Public Improvement District (PID) for a ±246.54 acre tract of land for Residential use (Edgewood Creek) on March 10, 2020. The proposed resolution authorizes the creation of the Edgewood Creek Public Improvement District (PID) and provides for items associated with the PID.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

- The city will not be obligated to pay any of the estimated cost to design, acquire and construct the Authorized Improvements.
- The Authorized Improvements costs for each lot will be paid for by each lot owner.
- Authorized Improvements are not to exceed \$28,000,000.00.

Legal Review:

The City Attorney has reviewed this item.

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, the City of Celina, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its corporate limits and its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, on March 10, 2020, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), submitted and filed with the City Secretary of Celina (the "City Secretary") a petition ("Petition"), attached as **Exhibit A**, requesting the establishment of a public improvement district for property within the ETJ of the City; and

WHEREAS, the City Council of Celina, Texas (the "City Council") will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the ETJ of the City in accordance with the Petition; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality and in a newspaper of general circulation in the ETJ of the City before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on *May 12, 2020* on the creation of a public improvement district; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: City Staff reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition.

Section 3: That a public hearing is hereby called for *May 12, 2020, at 5:00 p.m. in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009*, for the purpose of hearing public testimony with respect to the creation of a public improvement district.

Section 4: At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the ETJ of the City for the Edgewood Creek Public Improvement District.

Section 6: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the “Notice”) the form and substance of which is here by adopted and approved.

Section 7: Attached here to as **Exhibit C** is a legal description of the approximately 246.54 acres of property to be included in the proposed public improvement district.

Section 8: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City and a newspaper of general circulation in the ETJ of the City, and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide notice before the 15th day before the *May 12, 2020* hearing.

Section 9: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 10: This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED ON THIS _____ *DAY OF* _____, 2020.

Chad Anderson, Mayor Pro-Tem

ATTEST:

Vicki Tarrant, City Secretary

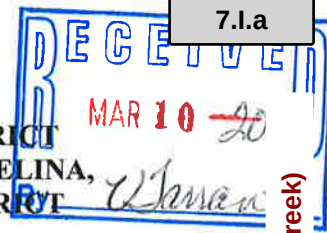
Attachment: RESOLUTION SETTING EDGEWOOD CREEK PID HEARING (Resolution setting PID creation hearing for Edgewood Creek)

EXHIBIT A

Petition for the Creation of a Public Improvement District

Attachment: RESOLUTION SETTING EDGEWOOD CREEK PID HEARING (Resolution setting PID creation hearing for Edgewood Creek)

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA,
TEXAS FOR THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT**



This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by Bilal K. Nabahani, Mohammed Hikmat Ahmad a/k/a Mohammed Hikmat, and Yousef Saadi, as trustee (collectively, the "Petitioner"), owner of one hundred percent (100%) of the real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the extraterritorial jurisdiction of the City, more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the "Property"). In support of this Petition, the Petitioner presents the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is \$28,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City.

The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the authority to execute and deliver the Petition.

Section 8. Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s).

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by

by City Council of the City as herein provided. The Board reserves to the City Council of the City, call a public hearing on the advisability of the Authorized Improvements, give notice of same as provided by law, and grant allowances to such of the Bonds as and grant such other relief in law or equity, to which Petition may be entitled in the premises.

RESOLUTION SUBMITTED on the 9th day of 3rd, 2020

PURPOSE:

By

Pascal Noulala

Name: PASCAL NOULALA

By

M. M. M. M.
Name: MOHAMMED HEMAT AHMED
Title: MOHAMMED HEMAT

By

Youssef Saadi, trustee

Name: YOUSSEF SAADI AS TRUSTEE

Edgewood Creek PID Petition

Page 3 of 8

EXHIBIT A**Metes and Bounds Description**Legal Description (246.54 Acres):

Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;

THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;

THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:

South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;
 South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;
 South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
 South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
 continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
 North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
 North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;

THENCE through the interior of said called 586.196 acre tract as follows:
 North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
 North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
 North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
 North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;

North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152.18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128.29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

EXHIBIT B
Property Depiction

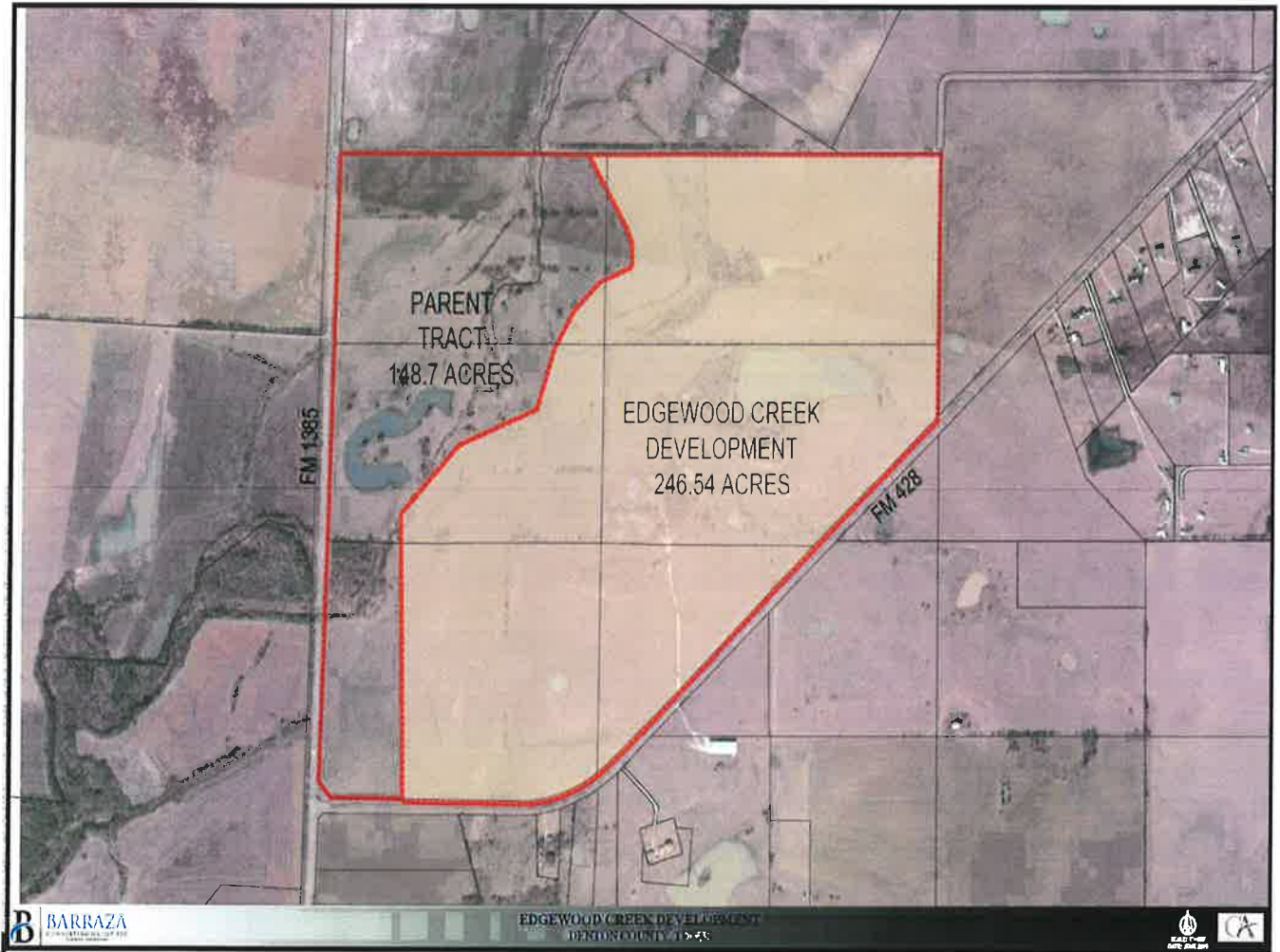


EXHIBIT B

**CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT
DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Celina, Texas (“City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by certain property owners within the extraterritorial jurisdiction of the City (collectively, the “Petitioner”), requesting that the City create the Edgewood Creek Public Improvement District (the “District”) to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at 5:00 p.m. on May 12, 2020, in the Celina Council Chambers, 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is not to exceed \$28,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately 246.54 acres of land generally located *east of FM 1385, north of FM 428, and south of Mobberly Drive*, located within the extraterritorial jurisdiction of the City and as more particularly described by a metes and bounds description available at Celina City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, except for assessments levied on real property within the District and possible tax reinvestment zone revenue, if created. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

EXHIBIT C**Metes and Bounds**

246.54 ACRE TRACT

Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;

THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;

THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:

South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;
 South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;
 South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
 South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
 continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
 North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
 North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;

THENCE through the interior of said called 586.196 acre tract as follows:

North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
 North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
 North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
 North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
 North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
 North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;

North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152.18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128.29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Director of Administrative Services
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: Social Media Policy Approval Resolution

Action Requested:

Consider and act upon a resolution approving a policy for the use of social media for City business. (DeBuff)

Background Information:

This resolution approves policy that provides guidance for staff's actions when interacting with the public via online social media platforms, and also includes user guidelines that govern the use of those same platforms by the public.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed resolution

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2020- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS CREATING A SOCIAL MEDIA POLICY AND GUIDELINES; TO ESTABLISH PROTOCOL FOR EMPLOYEES TO FOLLOW IN USING CITY SOCIAL MEDIA SITES; TO PROVIDE GUIDANCE TO EMPLOYEES REGARDING THE ESTABLISHMENT AND ADMINISTRATION OF CITY SOCIAL MEDIA SITES.

WHEREAS, social media is a way to communicate with the citizens, residents, property owners, and visitors of Celina, Texas; and

WHEREAS, the City Council and Mayor of Celina wish to continue to support open communications with the public; and

WHEREAS, social media is a prevalent part of communications in society today and is a tool that should be utilized.

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

1. That the City Council of the City of Celina, Texas hereby approves and designates the social media policy as described in the attached Exhibit A.
2. That the City Council of the City of Celina, Texas hereby approves and designates the social media user guidelines as described in the attached Exhibit B.
3. That the City Council of the City of Celina, Texas may review and revise this policy as needed.

PASSED, APPROVED, AND RESOLVED this _____ day of April, 2020.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Social Media Policy Resolution (Social Media Policy Approval Resolution)

EXHIBIT “A”

Attachment: Social Media Policy Resolution (Social Media Policy Approval Resolution)

EXHIBIT A

City of Celina Social Media Policy

For distribution to all department heads and potential administrators of the City of Celina social media channels.

1.0 Purpose

The purpose of the City of Celina Social Media Policy is to provide guidance regarding the establishment, management and oversight of official City of Celina social media accounts. This policy does not address specific forms of social media; rather, it applies to the use of social media in general.

2.0 Scope

This policy applies to all City of Celina officials, employees and volunteers.

3.0 Definitions

1. "City-issued electronic or wireless communication device" includes a cell phone, tablet, laptop personal computer, Macbook computer, or any other device used to send and receive messages, electronic mail, and/or access the internet.
2. "City social media account" is the official social media account for the City of Celina as a whole, approved by the City Public Information Office.
3. "Departmental social media accounts" are the social media accounts approved by the City Public Information Officer for use by a specific City of Celina department.
4. "Social media site/page" means a third party platform that allows for creation of social media content between users. Examples include Facebook, Twitter, LinkedIn and Instagram.
5. "Social media content" includes information, images, or photographs posted or provided on a social media site.

4.0 Policy

1. Department Guidelines

All City of Celina affiliated social media pages must meet the approval of the Public Information Officer (PIO). If your department has established a social media page, or plans to establish a site in the future, please be aware of the following guidelines. All content, including external hyperlinks, are subject to review by the Public Information Officer (PIO) to ensure consistency with City policies and procedures. Please familiarize yourself, and your staff, with the following guidelines:

- A. The attached Request Form must be completed for new and existing sites. Forms must be submitted and approved by your department director prior to the creation of the site. Existing sites must be approved in order to continue and re-establish in accordance with these guidelines.
- B. Upon creation, a link to our Social Media User Guidelines shall be provided on all social media web sites- place the link in the Information, About Us, Contact Us, Bio, or in another appropriated easily accessible place.

- C. Use social media sites as a way to be proactive. Keep in mind, these sites result in two –way communication. Be prepared to encounter both positive and negative citizen feedback and respond appropriately.
- D. Where possible, social media pages should make clear that opinions expressed by visitors to the page do not reflect the City’s opinion.
- E. Pages shall clearly state that user comments are moderated and will be subject to removal, and include the following verbiage:

City of Celina uses social media to foster a robust responsible discussion with our residents about issues affecting them. We encourage you to ask us questions, let us know how we can better serve you or specify a concern as we seek to improve communication with Celina residents. However, City of Celina social media pages are moderated forums. We reserve the right to remove comments that include:

1. *Vulgar language, obscenity or material appealing to prurient interest.*
2. *Personal attacks or other threatening, harassing or discriminatory language;*
3. *Offensive content targeting protected classes;*
4. *Endorsement or campaigning for political candidates;*
5. *Off-topic content; irrelevant to page that interferes with others ability to comment*
6. *Advocacy of violence or other illegal activity;*
7. *Promotion of commercial services or products; unless it is inclusive of all businesses of the same type in Celina;*
8. *Copyright or trademark infringement;*
9. *Personally identifiable medical or other sensitive information;*
10. *Information that reasonably could compromise public safety or a criminal or civil investigation*

Users who continue to violate these standards will be banned from commenting on our page. If you have any questions, please e-mail pio@celina-tx.gov.

- F. Comments in violation of the above criteria shall be archived. Archiving can be achieved by printing or taking a screen shot of the comment prior to deletion. An explanation detailing why the comment was removed will be included with the comment for record-keeping purposes.
- G. Administrators are encouraged to respond to user comments when appropriate. Such responses shall maintain a civil tone and include only factual information or reference content on the City’s website.
- H. For each social media website the department joins, password information shall be stored in a safe place (accessible by other staff, if necessary) and submitted to the City PIO.
- I. Texas State Law and relevant City records retention schedules apply to social media formats and social media content. The department maintaining a site shall preserve records pursuant to the City of Celina records retention policy. They will be stored on a City server in a format that preserves the integrity of the original record and is easily accessible. Appropriate retention formats for specific social media tools are detailed in the Texas State Library Local

Government Bulletins. Any questions regarding records retention should be directed to the City Secretary.

5.0 Acceptable Use

Employees creating, maintaining or posting social media content on a City social media account must at all times: conduct themselves as representatives of the City; follow Employee Policies and Procedures, as well as other departmental rules or directives. Employees should follow these guiding principles when posting social media content:

- A. Use correct grammar and spelling;
- B. Responses to comments shall be limited to providing factual information. Moderators shall not argue with the customers or post comments relating to City policies and practices.
- C. Reply to comments in a timely manner, when a response is appropriate;
- D. Understand that postings are widely accessible, not retractable and content should be carefully considered before posted;
- E. Refrain from posting social media content that is considered private or confidential;
- F. Never comment on anything related to legal matters, litigation or an investigation without approval from the City Attorney; and
- G. Refrain from expressing personal opinions or position regarding political campaigns, religion or practices of other public or private agencies.
- H. Social media content shall adhere to all applicable state, federal and local laws, regulations and policies, including City of Celina Information Technology and Records Management policies.

6.0 Moderator

- A. Any department establishing a social media account shall first establish the position of site moderator. The site moderator shall have responsibility for operating and maintaining the site. It is highly recommended that you have two site moderators, one of which can be the City PIO. If the department is engaging in more than one Social Networking site, a moderator for each site may be required. Site moderators should be very knowledgeable about their departments, the City of Celina in general, and have good communication skills.
- B. Site moderators should be trained to post regular, important information (which is applicable to the general public) including responding to or referring inquiries when necessary.
- C. Moderators should report to a Manager or Director when an issue about a citizen's comment, or question is outside the moderator's realm of knowledge.
- D. Moderators are responsible for ensuring the information given is accurate.
- E. Moderators shall never misrepresent themselves using a false name when acting on behalf of the City of Celina.
- F. Moderators shall be accountable and responsible for the content their department submits.
- G. Comments shall be hidden/deleted if they violate the rules for public comment set forth herein.
- H. To ensure reader clarity, moderators should re-read their posts and comments, prior to submitting. Also, check for grammar and spelling errors.

City of Celina Social Media Request Form

Name & Title: _____

Department: _____

Department Moderator: _____

Social Media Application(s) Requested:

Specific justification and reasons for creating an account that is separate from the City account:

Request must be approved and signed by Department Director and City Manager or designee prior to implementation. Please route request to Department Director first:

___ Approved ___ Denied Department Director _____

___ Approved ___ Denied City Manager _____

EXHIBIT “B”

Attachment: Social Media Policy Resolution (Social Media Policy Approval Resolution)

EXHIBIT B

CITY OF CELINA SOCIAL MEDIA USER GUIDELINES

If this is an emergency, please call 9-1-1 immediately! This social media site is not an appropriate option for reporting urgent matters of any type. Please contact the appropriate city department with urgent needs and/or complaints.

This is an official City of Celina, Texas page. All postings on this site are considered public record and may be treated as such under the Texas Public Information Act. Any Communication made through computer messaging systems shall in no way be deemed to constitute legal notice to the City of Celina or any of its agencies, officers, employees, agents or representatives with respect to any existing or potential claim or cause of action.

Moderating and posting of comments will occur during regular business hours Monday through Friday. Comments submitted after hours or on weekends/holidays will be read the following business day.

This is a moderated channel, meaning all comments will be reviewed for appropriate content. The City of Celina may remove inappropriate content and may also prevent future posts by that individual. The City will also report any improper behavior per the terms and conditions of the host social media site.

Content which may be removed:

- Discourteous communications including personal attacks on an individual's character or appearance
- Content that promotes, foster, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, mental status, status with regard to public assistance, physical or mental disability, sexual identification or orientation, or national origin
- Sexual content or links to sexual content
- Solicitations of commerce; advertisements
- Conduct of or encouragement of illegal activity
- Information that may tend to compromise the safety or security of the public or public systems
- Content that contains personal identifying information or sensitive personal information
- Promotes or endorses political campaigns or candidates
- Content that violates a legal ownership interest of any other party
- Profane language or content

While the City of Celina will not be collecting or retaining the entirety of comments in our records, any information will be available to the public. As such, please do not include personal details such as your address, phone number(s), social security number, or any other information you do not want available to the general public.

The City of Celina logo is a copyrighted graphic and cannot be used in any manner without prior written consent of the City of Celina, Texas.

If you have specific questions regarding a City of Celina program or service that involves details you do not wish to share publicly, please contact us at (972) 382-2682 or find departmental resources at www.celina-tx.gov. For all media inquiries, contact our PIO at 972-382-2682 ext. 1050 or pio@celina-tx.gov.



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Director of Engineering
 Date: April 14, 2020
 Re: Doe Branch and Clear Creek Striping

Action Requested:

Consider and act to award bid 2020-0028 for striping of Doe Branch and Clear Creek in an amount not to exceed \$34,783.60 plus ten percent contingency (\$3,478.36) for a total of \$38,261.96 to Stripe-A-Zone, Inc. (Berry)

Background Information:

On March 30, 2020, the City received responses to bid 2020-0028 for striping of Doe Branch and Clear Creek . The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred seventy-seven vendors were notified. Two submittals and one no-bid were received. Staff and the Engineer reviewed the submittals and recommends the apparent lowest responsible bidder, Stripe-A-Zone

The bid for this project is in the amount of \$34,783.60. Contingency in the amount of \$3,478.36 is included to cover unexpected costs that may arise.

Alternatives:

Council may reject the award and redirect staff.

Financial Considerations:

Funding is available in the current budget and will be tracked in project R37. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Tab Sheet
 Agreement
 Recommendation

Staff Recommendation:

Staff Recommends awarding bid 2020-0028 to Stripe-A-Zone, Inc.,



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

7.K.a

April 2, 2020

Catherine Oduro, PE, CFM
Project Engineer
142 N. Ohio Street
Celina, TX 75009

Re: Doe Branch Blvd and Clear Creek Pkwy Striping
ITB 2020-0028
Contractor Recommendation of Award

Dear Mrs. Oduro:

On March 30, 2020 at 3:00 p.m., bids were received for the above referenced project. A total of two (2) bids were received. Please review the attached bid tabulation.

The lowest base bid for the project was submitted by Stripe-A-Zone, Inc. of Grand Prairie, Texas in the amount of \$34,783.60. The contractor will be required to complete the project within 45 days.

Four references for Stripe-A-Zone, Inc. were contacted, all of which provided favorable responses.

TRC recommends that the City Council consider award of the project to Stripe-A-Zone, Inc. in the amount of \$34,783.60. The Contractor will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City.

If there are any questions or if you need additional information, please feel free to contact this office.

Sincerely,

Justin Thomas, P.E.
Arlington CES Practice Leader

Attachments

Attachment: Recommendation (Doe Branch & Clear Creek Striping)

City of Celina
Doe Branch Blvd and Clear Creek Striping
Bid Tabulation
March 30, 2020 - 3:00 PM

				STRIPE-A-ZONE, INC		Elite Striping, LLC	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
	BASE BID						
1	Doe Branch Blvd						
1.1	Remove Ex. 4" Line	5550	LF	\$0.55	\$3,052.50	\$0.60	\$3,330.00
1.2	Remove Ex. Gore Striping	860	LF	\$0.55	\$473.00	\$1.20	\$1,032.00
1.3	6" Solid and Broken White Stripe (Thermoplastic)	9030	LF	\$0.72	\$6,501.60	\$1.25	\$11,287.50
1.4	12" Solid White Gore Stripe (Thermoplastic)	640	LF	\$4.80	\$3,072.00	\$3.75	\$2,400.00
1.5	24" Solid White Crosswalk Stripe (8ft wide)(Thermoplastic)	428	LF	\$9.60	\$4,108.80	\$7.50	\$3,210.00
1.6	24" Solid White Stop Bar (Thermoplastic)	38	LF	\$9.60	\$364.80	\$7.50	\$285.00
1.7	Bike Symbol (Thermoplastic)	10	EA	\$185.00	\$1,850.00	\$250.00	\$2,500.00
1.8	Bike Arrow Marking (Thermoplastic)	10	EA	\$120.00	\$1,200.00	\$90.00	\$900.00
1.9	Arrow Marking (Thermoplastic)	2	EA	\$180.00	\$360.00	\$135.00	\$270.00
2	Clear Creek Pkwy						
2.1	Remove Ex. 4" White Line	120	LF	\$0.55	\$66.00	\$0.60	\$72.00
2.2	4" Solid White Gore Stripe (Thermoplastic)	530	LF	\$0.67	\$355.10	\$0.85	\$450.50
2.3	24" Solid White Crosswalk Stripe (8ft wide) (Thermoplastic)	288	LF	\$9.60	\$2,764.80	\$7.50	\$2,160.00
2.4	Bike Symbol (Thermoplastic)	9	EA	\$185.00	\$1,665.00	\$250.00	\$2,250.00
2.5	Bike Arrow Marking (Thermoplastic)	9	EA	\$120.00	\$1,080.00	\$90.00	\$810.00
2.6	Arrow Marking (Thermoplastic)	1	EA	\$180.00	\$180.00	\$135.00	\$135.00
2.7	Double Arrow Marking (Thermoplastic)	1	EA	\$250.00	\$250.00	\$210.00	\$210.00
2.8	R7-11T Sign and Post with Base	4	EA	\$620.00	\$2,480.00	\$1,575.00	\$6,300.00
2.9	R3-17 Sign and Post with Base	8	EA	\$620.00	\$4,960.00	\$1,575.00	\$12,600.00
	TOTAL BASE BID				\$34,783.60		\$50,202.00

3	ALTERNATE: TRAFFIC PAINT IN LIEU OF THERMOPLASTIC STRIPING						
3.1	4" Solid White Gore Stripe (Traffic Paint)	530	LF	\$0.30	\$159.00	\$0.60	\$318.00
3.2	6" Solid and Broken White Stripe (Traffic Paint)	9030	LF	\$0.45	\$4,063.50	\$0.90	\$8,127.00
3.3	12" Solid White Gore Stripe (Traffic Paint)	640	LF	\$2.70	\$1,728.00	\$2.00	\$1,280.00
3.4	24" Solid White Crosswalk Stripe (8ft wide)(Traffic Paint)	716	LF	\$5.40	\$3,866.40	\$4.00	\$2,864.00
3.5	24" Solid White Stop Bar (Traffic Paint)	38	LF	\$5.40	\$205.20	\$4.00	\$152.00
3.6	Bike Symbol (Traffic Paint)	19	EA	\$95.00	\$1,805.00	\$100.00	\$1,900.00
3.7	Bike Arrow Marking (Traffic Paint)	19	EA	\$65.00	\$1,235.00	\$50.00	\$950.00
3.8	Arrow Marking (Traffic Paint)	3	EA	\$95.00	\$285.00	\$65.00	\$195.00
3.9	Double Arrow Marking (Traffic Paint)	1	EA	\$125.00	\$125.00	\$130.00	\$130.00

Attachment: Recommendation (Doe Branch & Clear Creek Striping)

Line #	Description	QTY	UOM	STRIPE-A-ZONE, INC		Elite Striping, LLC	
				Total Price	\$34,783.60	Total Price	\$50,202.00
				Unit	Extended	Unit	Extended
1	DOE BRANCH BLVD						
1.1	Remove Ex. 4" Line	5550	LF	\$0.55	\$3,052.50	\$0.60	\$3,330.00
1.2	Remove Ex. Gore Striping	860	LF	\$0.55	\$473.00	\$1.20	\$1,032.00
1.3	6" Solid and Broken White Stripe	9030	LF	\$0.72	\$6,501.60	\$1.25	\$11,287.50
1.4	12" Solid White Gore Stripe	640	LF	\$4.80	\$3,072.00	\$3.75	\$2,400.00
1.5	24" Solid White Crosswalk Stripe (8ft wide)	428	LF	\$9.60	\$4,108.80	\$7.50	\$3,210.00
1.6	24" Solid White Stop Bar	38	LF	\$9.60	\$364.80	\$7.50	\$285.00
1.7	Bike Symbol	10	EA	\$185.00	\$1,850.00	\$250.00	\$2,500.00
1.8	Bike Arrow Marking	10	EA	\$120.00	\$1,200.00	\$90.00	\$900.00
1.9	Arrow Marking	2	EA	\$180.00	\$360.00	\$135.00	\$270.00
2	CLEAR CREEK PKWY						
2.1	Remove Ex. 4" White Line	120	LF	\$0.55	\$66.00	\$0.60	\$72.00
2.2	4" Solid White Gore Stripe	530	LF	\$0.67	\$355.10	\$0.85	\$450.50
2.3	24" Solid White Crosswalk Stripe (8ft wide)	288	LF	\$9.60	\$2,764.80	\$7.50	\$2,160.00
2.4	Bike Symbol	9	EA	\$185.00	\$1,665.00	\$250.00	\$2,250.00
2.5	Bike Arrow Marking	9	EA	\$120.00	\$1,080.00	\$90.00	\$810.00
2.6	Arrow Marking	1	EA	\$180.00	\$180.00	\$135.00	\$135.00
2.7	Double Arrow Marking	1	EA	\$250.00	\$250.00	\$210.00	\$210.00
2.8	R7-11T Sign and Post with Base	4	EA	\$620.00	\$2,480.00	\$1,575.00	\$6,300.00
2.9	R3-17 Sign and Post with Base	8	EA	\$620.00	\$4,960.00	\$1,575.00	\$12,600.00
3	ALTERNATE: TRAFFIC PAINT IN LIEU OF THERMOPLASTIC STRIPING						
3.1	4" Solid White Gore Stripe	530	LF	\$0.30	\$159.00	\$0.60	\$318.00
3.2	6" Solid and Broken White Stripe	9030	LF	\$0.45	\$4,063.50	\$0.90	\$8,127.00
3.3	12" Solid White Gore Stripe	640	LF	\$2.70	\$1,728.00	\$2.00	\$1,280.00
3.4	24" Solid White Crosswalk Stripe (8ft wide)	716	LF	\$5.40	\$3,866.40	\$4.00	\$2,864.00
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3.6	Bike Symbol	19	EA	\$95.00	\$1,805.00	\$100.00	\$1,900.00
3.7	Bike Arrow Marking	19	EA	\$65.00	\$1,235.00	\$50.00	\$950.00
3.8	Arrow Marking	3	EA	\$95.00	\$285.00	\$65.00	\$195.00
3.9	Double Arrow Marking	1	EA	\$125.00	\$125.00	\$130.00	\$130.00

Attachment: Tab Sheet by Line (Doe Branch & Clear Creek Striping)

**SECTION 00400
EJCDC STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between **CITY OF CELINA** (OWNER) and **STRIPE-A-ZONE, INC.** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

2020-0028 DOE BRANCH BLVD AND CLEAR CREEK PKWY STRIPING

ARTICLE 2 – THE PROJECT

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

The Doe Branch Blvd Clear Creek Pkwy project consists of removing existing pavement markings along 2,500 LF of roadway and installing new bike lanes, bike symbols, signs and crosswalk pavement markings.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

**TRC Engineers, Inc.
700 Highlander Blvd., Suite 210
Arlington, Texas 76015
(817) 522-1000**

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 30 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 45 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

For all Work other than Unit Price Work, a Lump sum of: **\$34,783.60**

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage).
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract

Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings/Plans;
9. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid Response;
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award;
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on **April 14, 2020** (the Effective Date of the Agreement).

EXECUTED in single or multiple originals, this 14th day of April, 2020.

CITY OF CELINA, TEXAS

STRIPE-A-ZONE, INC.

Jason Laumer, City Manager

Address for giving notices:

142 N. Ohio

Celina, TX 75009

Attn: Contracts

469-813-4194

contracts@celina-tx.gov

Printed Name & Title

Address for giving notices:

Attachment: Agreement - Doe Branch and Clear Creek Striping (Doe Branch & Clear Creek Striping)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Director of Engineering
 Date: April 14, 2020
 Re: Law Enforcement Center

Action Requested:

Consider and act to award RFQ for the Law Enforcement Center Master Plan to Brinkley Sargent in an amount not to exceed \$83,320.00 (Berry)

Background Information:

On July 19, 2019 the City received responses to RFQ 2019-0012 for the law enforcement center master plan. The RFQ invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred twelve vendors were notified. Fourteen submittals were received. Staff reviewed the submittals, conducted two levels of evaluations, site visits, and interviews. Upon completion of this process, staff recommends Brinkley Sargent Wiginton Architects.

Alternatives:

Council may reject the award and redirect staff.

Financial Considerations:

Funding is available in the current budget and will be tracked in project B20. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Agreement
Exhibit A

Staff Recommendation:

Staff Recommends awarding bid 2019-0012 to Brinkley Sargent

EXHIBIT A

**CITY OF CELINA
LAW ENFORCEMENT CENTER
PROJECT TASK PLAN & COMPENSATION**

1. SCOPE OF SERVICES

The scope of CELINA LAW ENFORCEMENT PLANNING services to be performed by the ARCHITECT shall be as follows:

Task 1.1 Kick Off / Project Start-up

The general approach to the project will be to involve all stakeholders as determined by the City in the process. The process will be one of documenting existing needs, forecasting future needs, cost projections and recommendation for a possible future bond. This will outline a long-range facilities master plan to guide improvements for the next 20 years. This will begin with a kickoff meeting as outlined below:

Meeting between Architect and City's Project Management Team. Below is an outline of topics to be covered:

- A. Team introduction and roles
- B. Project understanding & scope of services
- C. Project coordination for scheduling departmental meetings
- D. Discuss other relevant reports and clarify as needed
- E. Confirm Facilities and Departments included in report
- F. Review draft schedule
- G. Identify goals and objectives and how report will be used
- H. Identify City participants and decision makers
- I. Review decision making process
- J. Review of Peer Cities to be used for bench-marking purposes.

The GOAL of this project is to provide options for maximizing the benefit of improvement dollars through careful analysis of present and future needs.

Task 1.2 Develop Needs Assessment

Architect will project needs based upon City growth at 10 and 20 years. Consultant will review and organize this information in preparation for conducting interviews. These interviews with Key Staff members will review data collected, explore challenges, concerns, and review

questionnaire information and adjust as needed. This information will be updated during subsequent visits with departments. Departments included in study are as follows:

- A. Police
 - B. Court
- A. Data Collection – This phase is centered on information/data collection from departments included in Study. A questionnaire will be developed to assist in creating this baseline information. Items included in questionnaire shall include:
- A. Current and Historic staffing patterns
 - B. Current space allocation
 - C. Challenges and needs of departments
 - D. Functional relationship within department
 - E. Storage needs
 - F. Impact of population growth on staffing
 - G. Current technology utilized in operations
 - H. Parking needs (Staff, City owned and visitor)
- B. Staff Meeting One – Architect will conduct an initial on site meeting to review data provided as well as review the physical space occupied by each department. The existing space will be reviewed and documented.
- C. Staff Meeting Two – Architect will conduct a second meeting to further review staff projections and resultant square footage needs based upon approved space standards. Adjustments will be made as necessary to reflect decisions reached in meetings.
- D. Staff Meeting Three – Architect will conduct a third meeting with each department to refine data. Architect will seek confirmation of information presented from each department at this time. Parking needs for each department will also be quantified.
- E. Staff Meeting Four – Final review and confirmation of all needs and parking requirements. The Architect will meet with City’s Project Management Team to review and confirm final projected staffing, square space needs in terms of space descriptions with square footages and operational considerations.

Task 1.3 Conceptual Site Analysis & Future Phasing Development

Utilizing the final space and parking needs, the Architect will analyze the designated site for conceptual analysis meeting departmental needs. Options will be developed to meet department current and future needs.

- A. Meeting Five – Architect will develop options conforming to Masterplanning needs with a preliminary analysis of how growth can be accommodated over the years.

- B. Meeting Six – Preliminary Master Plan will be developed with refinements to phasing options.

Task 1.4 Budgeting

- A. Meeting Seven – Based upon the various options developed during Task 1.3, provide a comprehensive budget for each option for City Management Team review.

Task 1.5 Final Report Deliverables

- A. Meeting Eight – Present Master Plan, Needs Assessment, Phasing Plans and Budgets to City Staff.

Task 1.6 Council Presentation

Based upon Task 1.5 review comments, develop a presentation of all deliverables for Council consideration.

Task 1.7 Final Report

Based upon Council response and final City input, complete Final Report with following deliverables:

- A. Executive summary providing narrative of final direction established by City
- B. Space needs for 10 & 20 years
- C. Site masterplan meeting space needs
- D. Phasing plans to meet current and future funding
- E. Project budgets for each phase

Task 1.8 Study Assumptions

This scope of work does not include the following tasks:

- A. Detailed schematic floor plans of phasing. Phasing plans will be general in their nature showing organizational groups, square footage and how growth is to occur.
- B. Renderings of proposed buildings
- C. Utilization of outside estimators for budgeting costs. Budgets will be developed from Architectural and Civil databases.

2. CITY'S RESPONSIBILITIES

So as not to delay the services of ARCHITECT, the CITY shall do the following in a timely manner:

2.1 Provide Existing Data

- A. Organizational chart for each department being studied

- B. Count of city and staff cars
- C. Future Population projections of city
- D. Any goals statement for the city

Existing data delivered to the ARCHITECT by the CITY remains the property of the CITY and must be returned to the CITY after completion of the PROJECT.

2.2 Provide Access

Arrange for access to, and make all provisions for, ARCHITECT or ARCHITECT'S Subconsultants to perform services under this AGREEMENT.

2.3 CITY Representative

CITY shall designate a representative to act as the contact person on behalf of the CITY.

3. SCHEDULE

3.1 Schedule

The ARCHITECT'S services shall be performed in a timely manner consistent with sound professional practices. Based upon timely response by the city to required information, availability of meeting times and review time, the architect will present the final report to City Council within 20 weeks of receipt of Task 1.2 A data questionnaire outlined on page 2. Final report completion will be based upon Council and City staff direction following Council presentation.

The time limits set forth in the schedule include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the study critical path caused by review times by the CITY or a permitting agency exceeding those anticipated by the ARCHITECT'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ARCHITECT shall begin work within 7 days of receipt of the executed CONTRACT.

A schedule of completed work showing the percentage complete of each of the items of the scope of work will be submitted each month to the CITY.

3.2 Completion of Services

ARCHITECT'S services under each item of the finalized Scope of Work shall be considered complete on the date when the Final Report has been accepted by CITY.

4. PAYMENT FOR SERVICES

4.1 Basis and Amount of Compensation for Basic Services

Basic Fees Summary for Architectural Services are attached in **Exhibit A** and Civil Engineering Services attached in **Exhibit C**. Architectural services will be billed on an hourly basis. Civil services will be invoiced by percent complete with a not to exceed total amount identified in Exhibit C.

4.2 Basis and Amount of Compensation for Reimbursable Expenses

Reimbursable Expenses shall mean the actual expenses incurred by ARCHITECT in the interest of the PROJECT **not** covered under the Scope of Services, for communications, travel, reproduction of reports, drawings, and similar PROJECT-related items. Reimbursable expense includes printing of 5 draft reports, 5 final reports and an electronic disk of report.

Expenses include printing, photographs, facsimile transmissions, copies, and travel related to project. These costs shall be reimbursed at 1.10 times direct expenses.

Total compensation shall be as follows:

Brinkley Sargent Wiginton Architects –	\$64,820.00
Pacheco Koch –	\$14,500.00
Reimbursable Budget –	<u>\$ 4,000.00</u>
Total Compensation –	\$83,320.00

Exhibit A
City of Celina Law Enforcement Center
Project Task Plan & Compensation

Professional Fees								
Item No.	Task	Description	Senior Principal	Senior Programmer	Principal	Architect	Designer	Total Cost
			\$280	\$160	\$225	\$150	\$100	
1	1.1	Develop Department Questionnaires and Initial Information Requests		8				\$ 1,280.00
2	1.1	Prepare Initial Meeting Format		10				\$ 1,600.00
3	1.2	Meeting One - Needs Assessment	3	8				\$ 2,120.00
4	1.2	Document Meeting & Generate Meeting Two Data	2	32			8	\$ 6,480.00
5	1.2	Meeting Two - Needs Assessment	4	8	4			\$ 3,300.00
6	1.2	Document Meeting Two		28	12		16	\$ 8,780.00
7	1.2	Meeting Three - Needs Assessment	4	8				\$ 2,400.00
8	1.2	Document Meeting Three	2	20			8	\$ 4,560.00
9	1.2	Meeting Four - Finalize Needs Assessment	4	8				\$ 2,400.00
10	1.3	Develop Phasing Options	8	4		16		\$ 5,280.00
11	1.3	Meeting Five - Phasing Options	3			3		\$ 1,290.00
12	1.3	Finalize Phasing Options	8			16		\$ 4,640.00
13	1.3	Meeting Six - Phasing Options	3			3		\$ 1,290.00
14	1.4	Finalize Phasing Preliminary Budgets	8			4		\$ 2,840.00
15	1.4	Meeting Seven - Preliminary Budgets	3					\$ 840.00
16	1.5	Finalize Budget/Needs Assessments	2	32		4	6	\$ 6,880.00
17	1.5	Meeting Eight Present Final Phasing and Budgets to City Staff	4	8				\$ 2,400.00
18	1.5	Civil Consultant Exhibit C						\$ 14,500.00
19	1.6	Develop Council Presentation	2	10				\$ 2,160.00
20	1.6	Meeting Nine Council Presentation	4	8				\$ 2,400.00
21	1.7	Complete Final Report		8		4		\$ 1,880.00
Total Professional Fees								\$ 79,320.00
Reimbursable Costs								\$ 4,000.00
Total Fees and Reimbursables								\$ 83,320.00

Attachment: Exhibit A - Scope and Fees (Law Enforcement Center Site Plan)

BRINKLEY SARGENT WIGINTON ARCHITECTS

BILLING RATES
2020

<u>TITLE</u>	<u>RATE/hr.</u>
Senior Principal	280.00
Principal/Project Manager	225.00
Project Architect II	170.00
Strategic Planner	170.00
Senior Designer	160.00
Project Architect I	145.00
Staff Architect	140.00
Architectural Designer III	130.00
Architectural Designer II	100.00
Architectural Designer I	75.00
Construction Administrator	160.00
Senior Interior Designer	135.00
Interior Designer	120.00
Senior Programmer	160.00
Senior Planner	120.00
Administration	80.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment July 1st of each year

Attachment: Exhibit A - Scope and Fees (Law Enforcement Center Site Plan)

Exhibit B

City of Celina Law Enforcement Center
Project Schedule

	2020											
	J	F	M	A	M	J	J	A	S	O	N	D
Develop Questionnaire												
04/27/20 TO 05/08/20												
City Questionnaire Response												
05/11/20 TO 05/22/20												
Needs Assessment												
05/25/20 TO 07/17/20												
Phasing Options												
07/20/20 TO 08/21/20												
Budgeting												
08/24/20 TO 09/25/20												
City Staff Final Study Report												
9/28/2020										*		
Council Presentation												
10/12/2020										*		
Finalize Draft Report												
10/26/20										*		

Attachment: Exhibit A - Scope and Fees (Law Enforcement Center Site Plan)



April 2, 2020
PK No.: 0100

Mr. Harold Edward Sargent, AIA
President
BRINKLEY SARGENT WIGINTON ARCHITECTS
5000 Quorum, Suite 600
Dallas, Texas 75254

Re: Professional Planning Services
CELINA POLICE & COURT MASTER PLAN
Planning Services
Celina, Collin County, Texas

Dear Mr. Sargent:

Pacheco Koch Consulting Engineers, Inc. is pleased to submit this proposal to provide professional planning services relating to the referenced project. The project site is 23 acres and is located approximately 1,700 feet north of the intersection of County Road 84 and County Road 86 on the west side of County Road 86 in Celina, Texas as shown in the Exhibit "A". It is our understanding that Pacheco Koch will assist with developing the master plan by providing conceptual civil plans including grading, drainage, utilities and evaluating stormwater detention for the site.

SCOPE OF SERVICES

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

CONCEPTUAL CIVIL DEVELOPMENT PLANS: Pacheco Koch will prepare Conceptual Grading, Drainage and Utility Plans for the project, as required by the City for approval of the Master Plan. This item shall not be construed as final engineering plans.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Two (2) revisions to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Proposed finished floor elevations, contours and spot elevations as required.
- Proposed on-site drainage systems.
- Proposed water and sanitary sewer services.
- Evaluation of offsite sewer routing.
- Proposed sizing of detention pond.
- Develop rough order of magnitude cost for conceptual civil design items.

Not included in this item:

- The design of any off-site storm sewer or drainage improvements.
- The design of any off-site water, sewer, paving.
- The design of any storm detention plan.
- Building elevations and landscape plan.
- Site plan.

Mr. Harold Edward Sargent, AIA
 April 2, 2020
 Page 2

Based on our understanding of the scope of services, the following items are not included in this proposal:

1. Geotechnical investigation
2. Environmental investigation
3. Wetlands determination and permitting
4. Boundary and topographic survey
5. Civil site design
6. Site Plan layout
7. Demolition Plan
8. Coordination of gas, electric, telephone and cable television service
9. Retaining wall design
10. Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage.
11. Detailed layout of walks and hardscape areas, including scoring patterns.
12. Design of any underfloor drainage systems or grading.
13. Design of french drain systems around the building perimeters.
14. Dedications of easements and/or right-of-way by separate instrument
15. Landscape Plan and Irrigation Plan
16. Site Lighting Plan
17. Signage Plan
18. Bid phase services including preparation of bid forms, solicitation of bids and coordination with prospective bidders
19. Construction phase services including review of pay requests, review of shop drawings, construction observation, and job progress meetings
20. Construction staking
21. Preparation of Record Drawings
22. LEED Design & Documentation
23. Traffic Impact Analysis
24. Subsurface Utility Engineering
25. Stormwater Pollution Prevention Plan
26. Preliminary & Final Site Plan

SCHEDULE

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

COMPENSATION

Pacheco Koch proposes to provide the services described above on a Fixed Fee basis for a total fee, exclusive of direct reimbursable costs, of \$ 14,500.00.

SUMMARY

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

Mr. Harold Edward Sargent, AIA
April 2, 2020
Page 3

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

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Greg Gerbig'.

A. Greg Gerbig, P.E.

CAB/kmr
01-18483

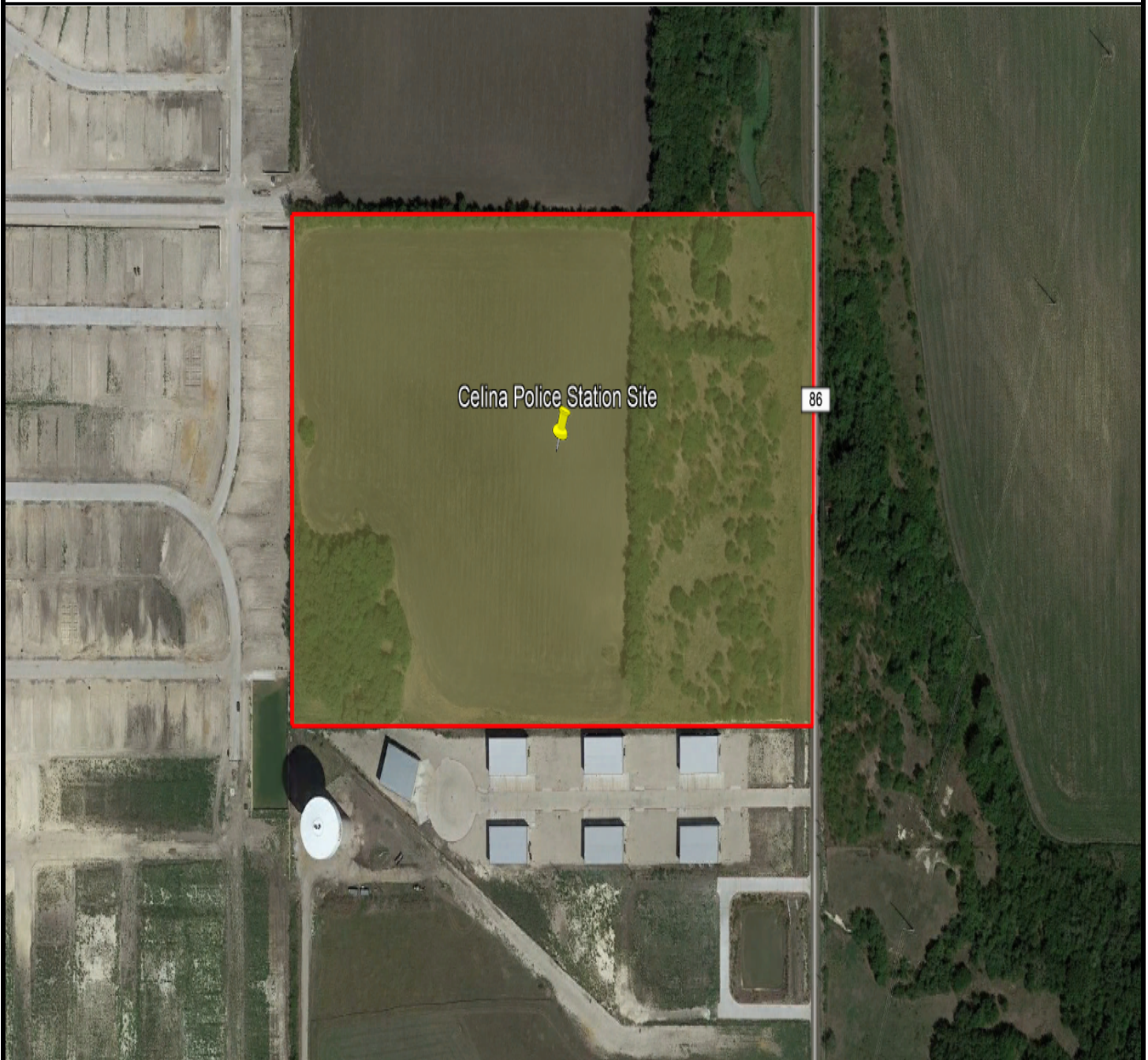
Attachment: Exhibit A - Scope and Fees (Law Enforcement Center Site Plan)

EXHIBIT "A"

Celina Police & Court Master Plan
Celina, Texas



118 N. OHIO STREET
CELINA, TEXAS 75009-9999
PHONE: (214) 451-2765



Attachment: Exhibit A - Scope and Fees (Law Enforcement Center Site Plan)

LEGEND

 PROJECT SITE

**DATUM**

NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202



SCHEDULE OF STANDARD HOURLY BILLING RATES

(Our hourly rates are subject to change at any time.)

ENGINEERING

Principal.....	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager.....	\$170.00/Hr.
Senior Project Coordinator.....	\$170.00/Hr.
Project Manager.....	\$125.00/Hr.
Project Coordinator	\$125.00/Hr.
Project Engineer.....	\$100.00/Hr.
Senior Technician	\$115.00/Hr.
Technician	\$85.00/Hr.
Drafter.....	\$80.00/Hr.
Research Manager	\$100.00/Hr.
Research Coordinator	\$65.00/Hr.
Research Assistant	\$55.00/Hr.
Executive Assistant	\$100.00/Hr.
Senior Administrative Assistant.....	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

LANDSCAPE ARCHITECTURE

Principal.....	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager.....	\$160.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect	\$100.00/Hr.
Landscape Task Lead.....	\$95.00/Hr.
Technician	\$85.00/Hr.
Landscape Designer.....	\$80.00/Hr.
Drafter.....	\$80.00/Hr.
Executive Assistant	\$100.00/Hr.
Senior Administrative Assistant.....	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

SURVEYING

Principal.....	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager.....	\$165.00/Hr.
Senior Project Coordinator.....	\$165.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Surveyor	\$100.00/Hr.
Survey Intern	\$95.00/Hr.
Senior Technician	\$95.00/Hr.
Technician	\$85.00/Hr.
Drafter.....	\$80.00/Hr.
Research Manager	\$100.00/Hr.
Research Coordinator	\$65.00/Hr.
Research Assistant	\$55.00/Hr.
Executive Assistant	\$100.00/Hr.
Senior Administrative Assistant.....	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony	\$350.00/Hr.
Survey Field Crew (1-person)	\$100.00/Hr.
Survey Field Crew (2-person)	\$150.00/Hr.
Survey Field Crew (3-person)	\$210.00/Hr.
Survey Field Crew (4-person)	\$270.00/Hr.
Survey Scanner Crew (1-person)...	\$180.00/Hr.
Survey Scanner Crew (2-person)...	\$225.00/Hr.
Survey Scanner Crew (3-person)...	\$310.00/Hr.

rev. 01/2019



STANDARD BILLING RATES FOR IN HOUSE REIMBURSABLE CHARGES

(Rates are subject to change at any time.)

Reproduction:

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

Monumentation (Materials Only):

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

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

Punch & Bind	\$2.00/ea
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Storage Media:

CD	\$ 8.00/ea
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Travel Expenses:

Per Diem (Lodging/Meals)	\$ 125.00/Day/Person
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AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Celina Police & Court Master Plan
Celina, Collin County, Texas
 PK No: 0100

This Agreement is made between Pacheco Koch Consulting Engineers, Inc., a Texas corporation, (hereinafter referred to as "PKCE") whose mailin address is 118 N. Ohio Street, Celina, Texas 75009-9999, and Brinkley Sargent Wiginton Architects, (hereinafter referred to as "CLIENT"), whos mailing address is 5000 Quorum, Suite 600, Dallas, Texas 75254, and is subject to the following terms and conditions to which the parties mutual agree:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 In consideration of the mutual covenants contained herein, PKCE shall perform the services identified in letter of proposal dated April 1, 2020, which is made a part hereof, in accordance with the terms of this Agreement.
- 1.2 PKCE will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of the CLIENT and by an authorized representative of PKCE.
- 1.3 PKCE shall not be responsible for a CLIENT's directive or substitution made without PKCE's agreement and which agreement shall not be unreasonably withheld.

ARTICLE 2 - AMENDMENTS

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

ARTICLE 3 - PROJECT COSTS AND PAYMENT

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

ARTICLE 4 - DELAYS AND TERMINATION

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

ARTICLE 5 - RIGHT OF ENTRY

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

Attachment: Exhibit A - Scope and Fees (Law Enforcement Center Site Plan)

ARTICLE 6 - INFORMATION PROVIDED BY OTHERS

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

ARTICLE 7 - CONSTRUCTION ACTIVITIES

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

ARTICLE 8 - CONFIDENTIALITY

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

ARTICLE 9 - OWNERSHIP OF INSTRUMENT OF SERVICE

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

ARTICLE 10 - JURISDICTION

- 10.1 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, we are required to inform you that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveyors, 1917 South IH-35, Austin, Texas 78741, (512) 440-7723. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPESL No. 10008000.
- 10.2 This Agreement is to be governed by the laws of the State of Texas.

ARTICLE 11 - INDEMNITY

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

ARTICLE 12 – FIDUCIARY RESPONSIBILITY

- 12.1 CLIENT confirms that neither PKCE nor any of PKCE's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by PKCE or any of PKCE's subconsultants or subcontractors, as a consequence of PKCE's entering into this Agreement with the CLIENT.

ARTICLE 13 - INSURANCE

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

ARTICLE 14 - ASSIGNMENT

- 14.1 Unless otherwise noted, neither PKCE nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of both parties. PKCE shall not subcontract any portion of the work to be performed hereunder, except that PKCE may use the services of persons and entities not in the employ of PKCE 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. PKCE's use of others for additional service shall not be unreasonably restricted by CLIENT provided PKCE notifies CLIENT in advance.
- 14.2 PKCE may, at their discretion, assign this contract to a subsidiary of PKCE. PKCE shall notify CLIENT of their assignment at such time as it takes place.

ARTICLE 15 - NOTICES

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

ARTICLE 16 – STANDARD OF CARE

- 16.1 The standard of care for all professional engineering and related services performed or furnished by PKCE 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. PKCE makes no warranties, express or implied, under this Agreement or otherwise, in connection with PKCE's services.

ARTICLE 17 – OTHER PROVISIONS

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

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

Brinkley Sargent Wiginton Architects

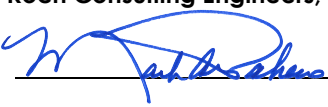
By: _____

Name: _____

Title: _____

Date: _____

Pacheco Koch Consulting Engineers, Inc.

By:  _____

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

Title: President

Date: April 2, 2020

City of Celina, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and Brinkley Sargent Wiginton Architects (Consultant) for **the development of Master Plan for the Law Enforcement Center**. (Project). In consideration of the following, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on April 14, 2020.

1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, terms and conditions, Attachments, Exhibits, Scope of Service, Time Line, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): None.

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

- 2.1 The City desires to have the Consultant **develop the master plan** and provide necessary services to develop the same **Project**; and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Exhibit B: Time Line/Milestone which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually

agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services & Fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City in a total amount not to exceed **Eighty-three thousand three-hundred twenty dollars (\$83,320.00)** which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed at the rates set forth in Exhibit A, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit B to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

- 7.1** THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.
- 7.02** NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.
- 7.03** CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.
- 7.04** CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.
- (b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

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

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina

Brinkley Sargent Wiginton Architects

Purchasing	Xx
100 W. Eldorado Pkwy.	Xx
Celina, TX 75068	Xx
214-975-0411	Xx
purchasing@littleelm.org	Xx

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition Against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

10.10 Prohibition of Contracts With Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the RFP, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the RFP, the RFP shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this 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.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the 14th day of April, 2020.

CITY OF CELINA

CONSULTANT

Jason Laumer, City Manager

Exhibit A: Scope of Work & Fees



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Director of Engineering
 Date: April 14, 2020
 Re: Coit Road Water Line - East Sunset Blvd to County Road 110

Action Requested:

Consider and act to authorize an agreement with TRC Engineers, Inc. for design services of Coit Road 24 Inch Water Line, Phases I & II from East Sunset Blvd to CR 110 in an amount not to exceed \$411,700.00. (Berry)

Background Information:

The City maintains an executed Master Services Agreement with TRC Engineers, Inc. to provide on-call engineering services. Staff has requested TRC provide services to design Coit Road twenty-four inch water line from Sunset Boulevard to County Road 110. The new line will be constructed in two phases as outlined below.

Phase I: Approximately 8,030 linear feet of 24" water line and 1,070 linear feet of 18" water line.

Phase II: Approximately 8,360 linear feet of 24" water line.

Alternatives:

Council may reject authorization of the agreement and direct staff.

Financial Considerations:

Funding is available in the current budget and will be tracked as follows:

W35 - Phase I

W36 - Phase II

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Task Order & Agreement

Staff Recommendation:

Staff recommends authorizing the design work for Coit Road 24" Waterline with TRC.



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

7.M.a

March 6, 2020

Mr. Andy Glasgow, MSCE, P.E., CFM
Assistant Director of Engineering
142 N. Ohio Street
Celina, TX 75009

Re: Coit Rd 24" Waterlines
Phases I and II
Engineering Services Proposal

Dear Mr. Glasgow:

The City of Celina (City) 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 the following waterlines, as shown in the attached exhibits:

- Phase I - Approximately 8,030 linear feet of 24" water line and 1,070 linear feet of 18" water line.
- Phase II - Approximately 8,360 linear feet of 24" water line.

A preliminary construction cost estimate is attached for the City's use. Based on the attached Scope of Work, the cost to provide these services is \$411,700.

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,

Justin Thomas, P.E.
Arlington CES Practice Leader
TRC Engineers, Inc.

Attachments

Attachment: Proposal_Proj 8 24in Water_Ph1and2_Rev2 (Coit Road 24 Inch Water Line)

CITY OF CELINA, TEXAS
COIT RD 24" WATERLINE
TRC SCOPE OF WORK
MARCH 6, 2020

The overall project consists of approximately 17,460 linear feet of waterline along Future Coit Road from E. Sunset Boulevard to CR 110 and has been broken into two phases. The extents of each phase are shown in the attached exhibits and with limits as follows:

- Phase I – From E. Sunset Boulevard to Settlers Ridge Road (CR 96).
- Phase II – From Settlers Ridge (CR 96) to CR 110.

The proposed waterline will be located outside of the future Coit Road 120' Right-of-Way (ROW) within dedicated easements. Detailed tasks applicable with each phase will be provided by TRC as described below:

TASK 1 – TOPOGRAPHIC SURVEY

TRC will provide topographical data as required to complete the preliminary engineering design. Survey data will be provided in AutoCAD format and include an existing basemap showing locations of street ROW, property lines, easements, trees, fences, culverts and other pertinent existing features within the project area. Surveyor will contact utility locating service prior to fieldwork for marking of underground utility lines and provide deed research of adjacent property ownership within the proposed project area. The survey will provide control points for use during construction. The survey will encompass a 200 ft wide path centered along the centerline of the existing roadway to accurately determine the extents of the existing street ROW and future 120' street ROW; and additional area outside of the future 120' ROW for the waterline installation.

TASK 2 – PRELIMINARY LAYOUT

After completion of the topographic survey, TRC will review survey information, property ownership and existing features to provide one (1) recommendation for preferred horizontal layouts of the future 120' ROW limits for Coit Road along the Phase I and Phase II waterline project limits (approximately 17,000 linear feet.) TRC will prepare a conceptual exhibit showing the following for approval by the City:

- Existing ROW and property ownership.
- Future Coit Road 120' ROW including:
 - Pavement widths, lane designations, turn lane and median break locations.
 - Multi-lane roundabouts at Sunset Road and CR 94 intersections.
- Proposed waterline horizontal routes.
- Identify areas outside of existing ROW needed for future street ROW and waterline easements.

Coit Road conceptual exhibits will only show the general horizontal limits of the future roadway. TRC will not provide detailed engineering, preliminary roadway profiles, drainage analysis, or construction cost estimates of future roadway improvements. Additional revisions to the conceptual layout or review meetings requested by the City could result in additional compensation.

TASK 3 – EASEMENT EXHIBITS

After the City approves the waterline preliminary layouts, TRC will provide up to fifteen (15) exhibits for the City's use in acquiring additional easements from property owners for the proposed waterlines in each phase. TRC will provide existing street ROW information and coordinate with the City to confirm future street ROW limits to ensure the proposed waterline will not be in conflict with future street expansions. All exhibits will be signed and sealed by a professional land surveyor registered in the State of Texas and will include a legal description of the individual tracts.

TASK 4 – NATURAL AND CULTURAL RESOURCE SERVICES

TRC will perform an investigation of the natural resources within the proposed Project area to identify existing conditions and determine the presence of sensitive natural resources that could potentially be impacted by the proposed Project. The natural resources investigation will consist of a background data review and field survey. Results of the investigation will be used in support of USACE reporting and permitting requirements.

Waters of the U.S. Delineation

TRC will perform a background review of existing and available data, including U.S. Geological Survey (USGS) topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps, U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Soil Surveys, Federal Emergency Management Agency (FEMA) floodplain maps, aerial photography, and other publicly available planning maps and reports.

Following the background data review, TRC biologists will conduct a field survey to determine the location and delineate the extents of any potential waters of the U.S., including wetlands, within the proposed Project area. The survey will be performed in accordance with methods described in the 1987 Corps of Engineers Wetlands Delineation Manual (USACE 1987) and Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Great Plains Region (Version 2.0; USACE 2010). The boundary of water bodies potentially subject to USACE jurisdiction are defined by the Ordinary High-Water Mark (OHWM), except where wetlands are present. The OHWM is the line on the water body's bank established by the presence and/or fluctuations of water and is indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, and/or changes in the character of the soil. Vegetation, soils, and hydrology indicators will be recorded for each wetland and non-wetland site on appropriate USACE field data forms, if needed. Data collection sites and jurisdictional wetland and/or water body boundaries will be surveyed using a sub-meter Global Positioning System (GPS) unit.

Habitat Assessment for Threatened and Endangered Species

In accordance with USACE Section 404 permitting requirements, the Endangered Species Act of 1973, and State of Texas regulations, TRC will perform a background review of existing and publicly available data to determine the potential for protected species to occur within the Project area. The background data review will include a search for the current listing of Federal and State-listed rare, threatened, and endangered species for Collin County; federally-designated Critical Habitat; the Texas Parks and Wildlife

Department's (TPWD) Texas Natural Diversity Database (TXNDD); as well as other available data to assess the potential for protected species to occur within the Project area.

Following the background data review, TRC biologists will conduct a habitat assessment concurrently with the waters of the U.S. delineation for T&E species habitat, vegetation communities, and other sensitive natural resources that may be present within or adjacent to the Project area. TRC will identify predominant vegetation communities and address their abilities to provide habitat to support T&E species.

Reporting

Based on a desktop review of publicly available natural resources databases, the proposed Project area would not likely impact jurisdictional waters of the U.S. On behalf of the City, TRC will complete and submit a draft technical memorandum summarizing the results of the natural resources survey. TRC will incorporate one round of editorial comments provided by the City and prepare one electronic copy and one hard copy of the final technical memorandum within 5 working days of receipt of comments.

Cultural Resource Services

TRC will perform a desktop review to identify existing conditions and identify documented cultural resources within the Area of Potential Effect (APE) that could potentially be impacted by the proposed Project. This data will be summarized in a letter of consultation and submitted to the Texas Historical Commission (THC) for review. An archeological file search and review of sources will be performed using the THC Historic and Archeological Sites Atlas (THC Atlas) to ensure compliance under the Antiquities Code of Texas. TRC archeologists will compile current information on previously recorded cultural resources within the APE and within a one-kilometer radius of the APE. Other documents including historic aerial photographs and topographic maps, Sanborn maps, and cemetery records may be reviewed. The results of the search will be compiled in a letter report to be reviewed by the City and then sent to the THC for review. The THC will review the letter of consultation and provide a response within 30 days of submission. If after consultation THC determines that an archeological survey of the Project area is required, then TRC will prepare a separate Scope of Work (SOW) and cost estimate for this service and submit to the City for approval.

TASK 5 – DESIGN SERVICES

Upon City approval of the preliminary layout of future Coit Road ROW limits, TRC will prepare detailed plans and specifications for the proposed waterlines, similar to the routing shown in the attached exhibits. Plan sheets will include plan and profiles of the water line, standard notes and details.

It is anticipated the proposed waterline will cross existing TxDOT roadways by boring at three locations. TRC will provide necessary documentation and assist in coordination with TxDOT for approval of utility installation within TxDOT ROW for up to three (3) roadway crossings.

It is anticipated that TRC will submit a 30%, 60%, 90%, 95% and 100% set of construction plans for the City to review. TRC will attend design progress meetings and provide updated engineer's opinion of probable construction costs with each submittal.

TASK 6 - CONSTRUCTION ADMINISTRATION

Bidding and Construction Administration - TRC will assist the City in the bid process including preparation of bid advertisement document, attendance at a pre-bid meeting if necessary, respond to contractor questions, preparation of addenda, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents. After the bidding is completed, TRC will provide updated construction plans and specifications to include the bid addenda for use during construction.

Throughout construction, TRC will assist the City with contractor correspondence, materials submittal review, respond to contractor requests for information (RFI), contractor pay request reviews, attendance at one preconstruction meeting, attendance at monthly progress meetings (maximum of three) with the contractor, periodic site visits (maximum of two), final inspection with the contractor and City staff, preparation of punch list and record drawing preparation based on the contractor's as-built plans.

ASSUMPTIONS

The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the City's standards.
- City will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- Waterline alignments will be similar as shown in the attached exhibit.
- Existing water utilities can accommodate the proposed improvements.
- Phase I and Phase II construction will be bid out separately and awarded as two separate construction contracts.
- It is anticipated that each project construction schedule will last approximately four (4) months.
- If one or both of the phases are put on hold by the City, additional fees may be incurred and TRC will provide an additional scope of services as needed.
- The City will coordinate with TxDOT for utility permits.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Street lighting, landscape and/or irrigation design.
- Analysis of the City's existing water system.
- Traffic control plan.
- Construction staking.
- Continuous construction inspection or services other than those listed above.
- Franchise utility coordination.
- Detailed title search or title policy.
- Landowner contact or easement negotiations.
- Attendance at or preparation for condemnation hearings.
- Environmental or permitting services other than those listed above.
- Fees required by any regulatory agencies such as TxDOT, USACE, Collin County, etc.
- Public outreach meetings.

COMPENSATION FOR SERVICES

The cost to provide the design 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.

Phase I:

1. Topographic Survey	\$ 53,700
2. Preliminary Layout	\$ 9,500
3. Easement Exhibits (15 at \$1,500 each)	\$ 22,500
4. Cultural Resources Services	\$ 8,000
5. Civil Engineering	\$ 97,900
6. <u>Bidding and Construction Administration</u>	<u>\$ 16,800</u>

Phase 1 Total Cost: ***\$ 208,400***

Phase II:

1. Topographic Survey	\$ 49,950
2. Preliminary Layout	\$ 9,500
3. Easement Exhibits (15 at \$1,500 each)	\$ 22,500
4. Cultural Resources Services	\$ 8,000
5. Civil Engineering	\$ 96,550
6. <u>Bidding and Construction Administration</u>	<u>\$ 16,800</u>

Phase 2 Total Cost: ***\$ 203,300***

Summary:

• <i>Phase I</i>	<i>\$ 208,400</i>
• <i>Phase II</i>	<i>\$ 203,300</i>
TOTAL CONTRACT AMOUNT:	\$ 411,700

TRC's fees above are 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).

PROP. 1,070 LF
OF 18" WATER LINE

PROP. WATER LINE
(PHASE II)

CONNECT TO EX.
12" WATER LINE

CR 96

EX. 12" WATER LINE

EX. 12" WATER LINE

EX. 10" WATER LINE

EX. CROSSROADS
CEMETERY

CONNECT TO EX.
10" WATER LINE

PROP. 8,090 LF
OF 24" WATER LINE

CONNECT TO EX.
24" WATER LINE

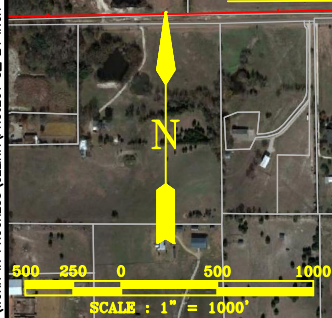
EX. 24" WATER LINE



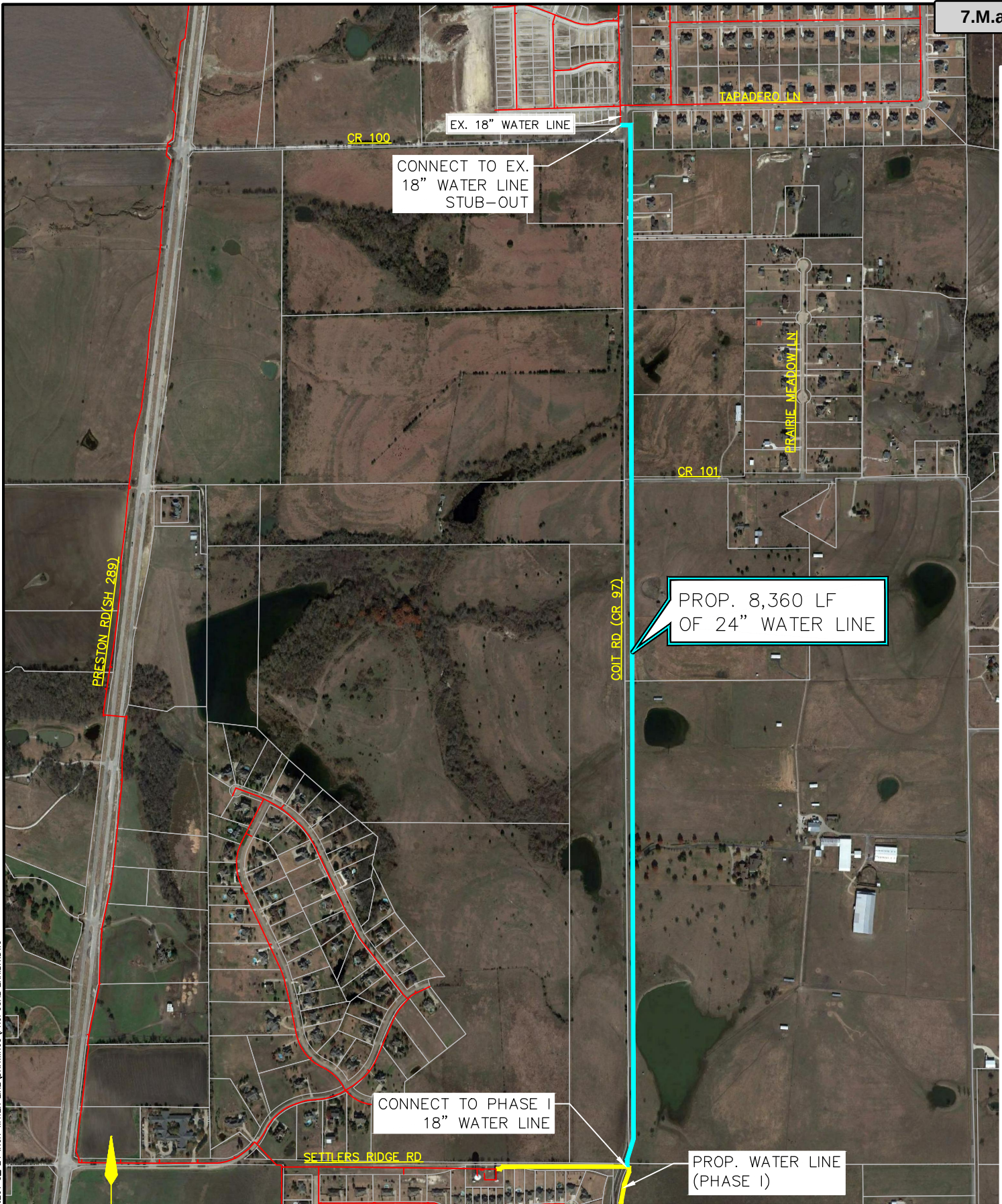
TRC ENGINEERS, INC.

700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000

COIT RD 24" WATER LINE
(PROJECT 8)
PHASE I
EXHIBIT
CELINA, TX



H:\WORK IN PROGRESS\CELINA\PROJECT 8_24 INCH WATER LINE\DRAWINGS\PROPOSAL EXHIBIT.DWG



TRC ENGINEERS, INC.

700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000

COIT RD 24" WATER LINE
(PROJECT 8)
PHASE II
EXHIBIT
CELINA, TX



MASTER SERVICE AGREEMENT (MSA) TASK ORDER

Work Authorization No. WO-2020-0002

Pursuant and subject to the above captioned MSA dated November 14, 2017 between the City of Celina, Texas and TRC Engineers, Inc., the City of Celina hereby requests that CONSULTANT performs the work described below upon the terms set forth:

Work Site: Coit Road 24" Waterlines Phases I and II – From E Sunset Blvd to CR110

Work to be performed: See attached proposal for Engineering Services.

Date and Time to Commence: Immediately upon execution of this work order.

Date and Time to Complete: Within 9 months of execution of contract (design services.)

Invoice Mailing Instructions:

City of Celina
Attn: Andy Glasgow, MSCE, P.E., CFM
Assistant Director of Engineering
142 N Ohio
Celina, TX 75009
aglasgow@celina-tx.gov

Other Requirements or Variance from MSA (if any): None

CONSULTANT PROVIDED INFORMATION:

Compensation: \$411,700

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

Consultant:

Owner

Justin Thomas, PE
Arlington CES Practice Leader

Jason Laumer, PE
City Manager

4/1/2020

Date

Date



Life Connected.

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: April 14, 2020
Re:

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Garden Development Group LLC for water & wastewater impact fee credits. (Brawner)

Background Information:

Agreement with Garden Development Group LLC for water & wastewater impact fee credits.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed this agreement.

Supporting Documents:

- Proposed agreement
- Legal descriptions of subject property

Staff Recommendation:

Staff recommends approval.

AFTER RECORDING PLEASE RETURN TO:

City of Celina
Attention: Vicki Tarrant, City Secretary
302 W. Walnut Street
Celina, Texas 75009

**AGREEMENT BETWEEN THE CITY OF CELINA, TEXAS
AND
GARDEN DEVELOPMENT GROUP, LLC**

This Agreement (the “Agreement”) is made and entered into as of this ____ day of _____, 2020, by and between the **City of Celina, Texas**, a home-rule municipality (“Celina”), and **Garden Development Group LLC** (the “Property Owner”), on the terms and conditions hereinafter set forth.

WHEREAS, the Property Owner owns approximately 28.796 acres of land, more or less, in the City of Celina, Collin County, Texas, which will be subject to impact fees in the future (as more particularly described hereinafter as the “Subject Property”); and

WHEREAS, Celina is conducting a study of its long-term requirements for water and wastewater infrastructure; and

WHEREAS, Celina commissioned such study for the purpose of determining the impact of future development on its water & wastewater infrastructure; and

WHEREAS, such study shall serve as the basis for assessing future water & wastewater impact fees; and

WHEREAS, the Property Owner desires to fulfill a portion of its obligation to pay future water & wastewater impact fees, as prescribed in any Impact Fee Ordinance approved by the City Council of Celina and uniformly applied throughout Celina, by dedicating a sanitary sewer easement for the construction of the “Collin College Offsite Sewer” as defined in the easement document attached hereto as **Exhibit “A”** (the “Sewer Easement”); and

WHEREAS, Celina and the Property Owner agree that the Property Owner, for the benefit of the Subject Property, may fulfill all or any portion of its obligation to pay water & wastewater impact fees under the Impact Fee Ordinance (or any other Celina Ordinance adopted pursuant to Texas Local Government Code Chapter 395) in the manner set forth below.

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth in this Agreement, the receipt of which are hereby acknowledged, Celina and the Property Owner agree as follows:

1. Land Subject to Agreement. The Subject Property that is subject to this Agreement is that certain 28.796 acres of land, more or less, situated within Abstract 346 in Collin County, Texas, as described in **Exhibit “B”**. The Property Owner represents that it is the sole owner of the Subject Property.

2. Sanitary Sewer Easement. Immediately upon execution of this Agreement, the Property Owner agrees to dedicate the sanitary sewer easement using the Sewer Easement form attached hereto as **Exhibit “A”** and in accordance with this Agreement and the ordinances and regulations of Celina.

3. Credit for Water & Wastewater Impact Fees. Upon dedicating the sanitary sewer easement by filing of the Sewer Easement in the land records, the Subject Property is eligible for credit towards future water and wastewater impact fees, under the Impact Fee Ordinance, in the amount of Five and 94/100 US Dollars (\$5.94) per sq. ft., or portion thereof, of the dedicated sanitary sewer easement, being approximately 0.773 acres, for a total of Two Hundred Thousand US Dollars (\$200,000.00) (the “Credits”). In the event the amount of future water and wastewater impact fees due on the Subject Property does not exceed the Credits, the Credits authorized in this Agreement are not transferable to other property or for credit for other impact fees due on the Subject Property. In the event the amount of future water and wastewater impact fees due on the Subject Property exceeds the Credits, the water and wastewater impact fees due on the Subject Property in excess of the Credits will be paid according to the Impact Fee Ordinance, as amended.

4. Limitations of Agreement. Celina and the Property Owner acknowledge and agree this Agreement is limited to the obligations created by Celina’s Impact Fee Ordinance, as it presently exists or may be amended, for water and wastewater impact fees only. Celina ordinances covering impact fees for thoroughfare, property taxes, park dedication and/or payment in lieu of dedication of land, utility rates, warning device fees, and other fees adopted by ordinance are not affected by this Agreement. Further this Agreement does not waive or limit any of the obligations of the Property Owner to Celina under any other ordinance, whether now existing or in the future arising.

5. Default. In the event the Property Owner fails to dedicate the sanitary sewer easement in accordance with this Agreement, Celina shall not provide the Credits to the Subject Property.

In the event Celina fails to comply with the terms and conditions of this Agreement, the Property Owner or any successor owner of the Subject Property may seek specific enforcement of this Agreement as its sole and exclusive remedy. For purposes of enforcing this Agreement, Celina waives its immunity from suit.

6. Covenant Running with Land. This Agreement shall be a covenant running with the land and shall be recorded in the real property records of Collin County, Texas.

7. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or delivering the same in person to such party via a hand-delivered service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the Property Owner, to: Garden Development Group LLC
 575 Country Club Rd
 Fairview, Texas 75069 If to Celina, to:

City Manager

City of Celina
 302 W. Walnut Street
 Celina, Texas 75009

8. Miscellaneous.

- a. Except as provided for in this Agreement, the parties agree that the Property Owner shall be subject to all other ordinances of Celina, including, without limitation, all other provisions of the Impact Fee Ordinance not inconsistent with the terms hereof, whether now existing or in the future arising.
- b. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- c. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.
- d. The parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed, execute this Agreement.
- e. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- f. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement, or other actions required to be taken, in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- g. This Agreement shall be binding in accordance with its terms and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein. This Agreement may be assigned to any successor owner of the Subject Property, whether one or

more, without consent of Celina, but only upon recordation of the Agreement. Otherwise, this Agreement is not assignable without the prior written consent of Celina.

- h. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- i. Each signatory represents that this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- j. All conveyances required by this Agreement will be free and clear of any and all monetary liens and encumbrances.
- k. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.
- l. All construction, as applicable, shall be in accordance with applicable ordinances of Celina, as they exist, may be amended or in the future arising.
- m. Nothing in this Agreement shall be implied to vest any rights in any parties other than the parties to this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

CITY OF CELINA, TEXAS

By: _____
 Name: _____
 Title: _____

ATTEST:

 Vicki Tarrant, City Secretary

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 _____, the _____ of the City of Celina, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated on behalf of the City of Celina, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2020.

 Notary Public in and for the State of Texas

 Notary's Printed Name:

My Commission Expires: _____

Attachment: Garden Development Group LLC - Impact Fee Agreement (Garden Development)

PROPERTY OWNER:**GARDEN DEVELOPMENT GROUP LLC**

By: Garden Development Group, LLC,
its _____

By: _____
Name: Aziz Rasul or Mary Feagin

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared Aziz Rasul or Mary Feagin., _____ of Garden Development Group, LLC, the _____ of Garden Development Group, LLC., a Texas limited liability corporation, 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 stated on behalf of the partnerships.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2020.

Notary Public in and for the State of Texas

Notary's Printed Name:

My Commission Expires: _____

Attachment: Garden Development Group LLC - Impact Fee Agreement (Garden Development)

EXHIBIT "A"

Sanitary Sewer Easement Form with description of easement

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

CITY OF CELINA

SANITARY SEWER EASEMENT
(With Temporary Construction Easement)

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

THAT I, Garden Development Group LLC, hereinafter referred to as Grantor(s), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to Grantor(s) in hand paid by the City of Celina, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, have this day Granted and Conveyed, and by these presents do Grant and Convey, unto the Grantee, a municipal corporation situated in Collin County, Texas, and Denton County, Texas, an exclusive easement to construct, reconstruct and perpetually maintain and operate a wastewater pipeline and all related appurtenances in, upon and across the following described land, hereinafter the "Property", to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Collin, State of Texas, described in and depicted on **EXHIBIT "B"** attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said "Property";

TO HAVE AND TO HOLD the same perpetually to the Grantee, together with the right and privilege at any and all times to enter said "Property", for the purpose of constructing, maintaining, and operating said wastewater pipeline and all related appurtenances, and making connections therewith; all upon the condition that the Grantee will at all times, after doing any work in connection with the construction, repair, or operation of said wastewater pipeline and all related appurtenances, restore said "Property", to the extent reasonably possible, to the condition in which same were found before such work was undertaken. Such exclusive easement shall not be used by any other entity either in whole or in part. Grantee shall have the right to enter said "Property" at any time, in addition to the purposes stated above, for the purposes of removing and keeping removed any improvements, trees, vegetation, or other obstructions or possible obstructions as deemed necessary by the City Manager, City of Celina to protect the integrity of the wastewater pipeline and all related appurtenances.

Reserving, however, to Grantor and Grantor's heirs, successors and assigns the right to use said "Property" for purposes of growing crops or other agricultural uses, landscaping, access,

paved parking lots, recreational uses, or other uses, provided that Grantor and Grantor's heirs, successors and assigns shall not make any use of the "Property" which limits, obstructs or impairs Grantee's use of this easement. This easement shall not prevent the crossing of the "Property" by either public right-of-way, public utility easement or public drainage easement so long as such crossing does not obstruct or impair Grantee's use of said "Property."

Grantor also hereby grants a temporary construction easement as described and depicted on **EXHIBIT "B"** for the purposes of constructing the wastewater pipeline and all related appurtenances. Said temporary easement shall commence on _____, 20__ and automatically terminate on _____, 20__ or the completion of the project, whichever occurs first. Said temporary easement shall be used, should the Grantee find it necessary, for construction personnel and equipment access and the storage and maneuvering of equipment, pipe, supplies, dirt and fill material, and other related construction resources. The property covered by this temporary easement may be cleared of trees, brush or other vegetation and obstructions to allow for the most efficient construction of the project. Upon conclusion of the use of the temporary easement area, Grantee will restore said property, to the extent reasonably possible, to the condition in which same were found before such work was undertaken with the exception of planting trees and brush.

EXECUTED this _____ day of __, 2020.

BY: _____

Printed Name: _____

Title: Owner

BY: _____

Printed Name: _____

Title: Owner

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____.

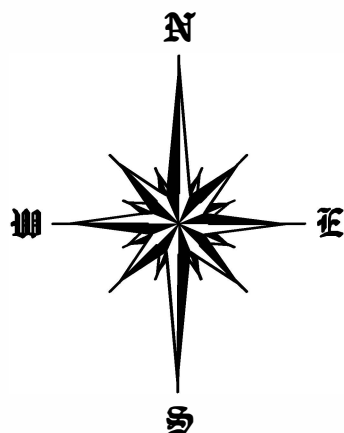
Notary Public, State of Texas

EXHIBIT “B”

Legal Description of Subject Property

Attachment: Garden Development Group LLC - Impact Fee Agreement (Garden Development)

ELAND ENERGY, INC.
CALLED 85.89 ACRES
C.C. NO. 20141002001081280
D.R.C.C.T.



NORTH
SCALE 1"= 200'

LEGEND

C.M. = CONTROLLING MONUMENT

CIRF = CAPPED 1/2" IRON ROD
FOUND STAMPED (4613)

CELINA PRESTON 2016
PARTNERS LLC
C.C. NO. 20160705000847530
D.R.C.C.T.

FLOWAGE EASEMENT
JUDGEMENT VOLUME 687, PAGE 556
QUIT CLAIM VOLUME 693, PAGE 739

PRESTON ROAD

CAPPED
"HUITT"
CM

OPEN SPACE
— LOT A, BLOCK T
VOL. 2007, PG. 292

WATER & WASTE
WATER EASEMENT
VOL. 5602, PG. 7
D.R.C.C.T.

THE CARTER RANCH
PHASE IIC - SECTION 2
VOL. 2016, PG. 734
M.R.C.C.T.

**15' SANITARY
SEWER EASEMENT
33,655 SQ. FT. OR 0.773 AC.**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°27'55" E	66.41'
L2	N 66°37'57" E	243.09'
L3	N 86°46'34" E	384.76'
L4	N 05°39'44" E	434.80'
L5	N 00°32'07" W	1125.38'
L6	N 89°33'00" E	77.50'
L7	S 00°32'05" E	15.00'
L8	S 89°33'00" W	62.50'
L9	S 00°32'07" E	1111.17'
L10	S 05°39'44" W	448.45'
L11	S 86°46'34" W	394.93'
L12	S 66°37'57" W	204.80'
L13	S 89°27'55" W	38.66'

Attachment: Exhibit B - Legal description of subject property (Garden Development)

SURDUKAN SURVEYING, INC.

P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200

**15' SAMITARY SEWER EASEMENT
CELINA PRESTON 2016 PARTNERS LLC
SHELBY GLASS SURVEY ~ ABST. 346
CITY OF CELINA
COLLIN COUNTY, TEXAS**

LEGAL DESCRIPTION
15' SANITARY SEWER EASEMENT

BEING a 15' Sanitary Sewer Easement across part of a tract of land situated in the Shelby Glass Survey, Abstract No. 346, in the City of Celina, Collin County, Texas and also being across part of a tract of land conveyed to Celina Preston 2016 Partners LLC as recorded in C.C. No. 20160705000847530 of the Land Records of Collin County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a point in the south line of said Celina Preston 2016 Partners LLC, said point being in the north line of The Carter Ranch Addition—Phase IIA as recorded in Volume 2017, Page 292, Plat Records of Collin County, Texas, said point being N 89°27'55" E a distance of 66.41' from a capped iron rod stamped "HUITT" found in the east Right Of Way Line of State Highway No. 289, said iron rod being at the most westerly northwest corner of said The Carter Ranch Addition—Phase IIA;

- THENCE N 66°37'57" E a distance of 243.09' to a point for corner;
- THENCE N 86°46'34" E a distance of 384.76' to a point for corner;
- THENCE N 05°39'44" E a distance of 434.80' to a point for corner;
- THENCE N 00°32'07" W a distance of 1125.38' to a point for corner;
- THENCE N 89°33'00" E a distance of 77.50' to a point for corner;
- THENCE S 00°32'05" E a distance of 15.00' to a point for corner;
- THENCE S 89°33'00" W a distance of 62.50' to a point for corner;
- THENCE S 00°32'07" E a distance of 1111.17' to a point for corner;
- THENCE S 05°39'44" W a distance of 448.45' to a point for corner;
- THENCE S 86°46'34" W a distance of 394.93' to a point for corner;

THENCE S 66°37'57" W a distance of 204.80' to a point for corner in the south line of said Celina Preston 2016 Partners LLC and the north line of said Celina Preston 2016 Partners LLC tract;

THENCE S 89°27'55" W following the south line of said Celina Preston 2016 Partners LLC and the north line of said Celina Preston 2016 Partners LLC tract a distance of 38.66' to the POINT OF BEGINNING and containing 33,655 Square Feet or 0.773 Acres of land.



NOTES:

1. The original copy will have original signatures, stamp seal and an impression seal.
2. Copyright 2019, Surdukan Surveying, Inc.
3. This survey is being provided solely for the use of the current parties.
4. This survey is subject to all easements of record.
5. The bases of bearings, horizontal and vertical position are derived from Texas WDS RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0, Vertical position are referenced to NAVD88 using (GEIOD03).

SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200

15' SAMITARY SEWER EASEMENT
CELINA PRESTON 2016 PARTNERS LLC
SHELBY GLASS SURVEY ~ ABST. 346
CITY OF CELINA
COLLIN COUNTY, TEXAS

LIS PENDENS NOTICE
COLLIN COUNTY V. ELAND ENERGY, INC.
C.C. NO. 20180703000835250

ELAND ENERGY, INC.
CALLED 85.89 ACRES
C.C. NO. 20141002001081280
D.R.C.C.T.

CR 88

ROW DEDICATION
VOL. 2016, PG. 734

LOT 9, BLOCK X
DRAINAGE, WALL & UTILITY EASEMENT
VOL. 2016, PG. 734

THE CARTER RANCH
PHASE IIC - SECTION 2
VOL. 2016, PG. 734
M.R.C.C.T.

**50' TEMPORARY
CONSTRUCTION EASEMENT**
113,587 SQ. FT. OR 2.608 AC.

15' SANITARY SEWER
EASEMENT
(PROPOSED)

THE CARTER RANCH
PHASE IIC - SECTION 2
VOL. 2016, PG. 734
M.R.C.C.T.

THE CARTER RANCH
PHASE IIC - SECTION 2
VOL. 2016, PG. 734
M.R.C.C.T.

LINE	BEARING	DISTANCE
L1	N 00°31'31" W	26.29'
L2	N 66°37'57" E	302.97'
L3	N 86°46'34" E	350.85'
L4	N 05°39'44" E	389.31'
L5	N 00°32'07" W	1153.07'
L6	N 89°33'30" E	127.55'
L7	S 00°26'30" E	30.31'
L8	S 89°33'00" W	77.50'
L9	S 00°32'07" E	1125.38'
L10	S 05°39'44" W	434.80'
L11	S 86°46'34" W	384.76'
L12	S 66°37'57" W	243.09'
L13	S 89°27'55" W	66.41'

NORTH
SCALE 1"= 200'

LEGEND

C.M. = CONTROLLING MONUMENT

CIRF = CAPPED 1/2" IRON ROD
FOUND STAMPED (HUITT)

SHELBY GLASS SURVEY ~ ABST. 346

CELINA PRESTON 2016
PARTNERS LLC
C.C. NO. 20160705000847530
L.R.C.C.T.

PRESTON ROAD

POB
CIRF
"HUITT"
CM

SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200

50' TEMPORARY CONSTRUCTION EASEMENT
CELINA PRESTON 2016 PARTNERS LLC
SHELBY GLASS SURVEY ~ ABST. 346
CITY OF CELINA
COLLIN COUNTY, TEXAS

LEGAL DESCRIPTION
50' TEMPORARY CONSTRUCTION EASEMENT

BEING a 50' Temporary Construction Easement across part of a tract of land situated in the Shelby Glass Survey, Abstract No. 346, in the City of Celina, Collin County, Texas and also being across part of a tract of land conveyed to Celina Preston 2016 Partners LLC as recorded in C.C. No. 20160705000847530 of the Land Records of Collin County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a capped iron rod stamped "HUITT" found for the southwest corner of said Celina Preston 2016 Partners LLC tract, said capped iron rod also being in the east Right Of Way Line of State Highway No. 289, and said iron rod being at the most westerly northwest corner of said The Carter Ranch Addition—Phase IIA, an Addition to the City of Celina as recorded in Volume 2017, Page 292, of the Plat Records of Collin County, Texas,;

THENCE N 00°31'31" W along the east Right Of Way Line of State Highway No. 289, a distance of 26.29' to a point for corner;

THENCE N 66°37'57" E a distance of 302.97' to a point for corner;

THENCE N 86°46'34" E a distance of 350.85' to a point for corner;

THENCE N 05°39'44" E a distance of 389.31' to a point for corner;

THENCE N 00°32'07" W a distance of 1153.07' to a point for corner in the north line of said Celina Preston 2016 Partners LLC tract, said point also lying in County Road 88;

THENCE N 89°33'30" E along the north line of said Celina Preston 2016 Partners LLC tract and County Road 88 a distance of 127.55' to a point for corner;

THENCE S 00°26'30" E a distance of 30.31' to a point for corner;

THENCE S 89°33'00" W a distance of 77.50' to a point for corner;

THENCE S 00°32'07" E a distance of 1125.38' to a point for corner;

THENCE S 05°39'44" W a distance of 434.80' to a point for corner;

THENCE S 86°46'34" W a distance of 384.76' to a point for corner;

THENCE S 66°37'57" W a distance of 243.09' to a point for corner in the south line of said Celina Preston 2016 Partners LLC;

THENCE S 89°27'55" W with the south line of said Celina Preston 2016 Partners LLC a distance of 66.41' to the POINT OF BEGINNING and containing 113,587 Square Feet or 2.608 Acres of land.



NOTES:

1. The original copy will have original signatures, stamp seal and an impression seal.
2. Copyright 2020, Surdukan Surveying, Inc.
3. This survey is being provided solely for the use of the current parties.
4. This survey is subject to all easements of record.
5. The bases of bearings, horizontal and vertical position are derived from Texas WDS RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0, Vertical position are referenced to NAVD88 using (GEIOD03).

SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200

50' TEMPORARY CONSTRUCTION EASEMENT
CELINA PRESTON 2016 PARTNERS LLC
SHELBY GLASS SURVEY ~ ABST. 346
CITY OF CELINA
COLLIN COUNTY, TEXAS



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: Check Signing Resolution

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, authorizing the signatories of all city bank accounts. (Stovall)

Background Information:

Recent changes in management have necessitated additions and deletions to the check signing policy on city accounts.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution

Staff Recommendation:

RESOLUTION NO. 2020- R**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING THE SIGNATORIES OF ALL CITY BANK ACCOUNTS.**

WHEREAS, there is a continuing need for the processing of the City's financial business;

WHEREAS, city disbursements/checks/drafts (payroll/accounts payable) are required to have two signatures, and

WHEREAS, it is not necessary for City Council approval to remit disbursements/checks/drafts that have been approved under the FY budget (payroll/accounts payable);

WHEREAS, named officials will sign on the city bank accounts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS THAT THE NAMED CITY MANAGER, ASSISTANT CITY MANAGER, CITY SECRETARY AND CITY TREASURER BE AUTHORIZED TO SIGN CHECKS AND DRAFTS ON ALL CITY BANK ACCOUNTS.

The following officials are authorized to sign checks and drafts on all City of Celina Bank accounts.

City Manager, Jason Laumer

City Treasurer, Robin Bromiley

City Secretary, Vicki Tarrant

Assistant City Manager, Karla Stovall

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on the 14th day of April, 2020.

Sean Terry, Mayor

Vicki Tarrant, City Secretary

Attachment: 2020- Resolution Check Signing April 20 (Check signing)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Ordinance renewing COVID-19 disaster declaration

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas amending, continuing and renewing a declaration of a local state of disaster due to a public health emergency in response to the COVID-19 virus outbreak, pursuant to the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code and Chapter 122 of the Texas Health and Safety Code; providing a penalty; providing for publication; and providing an effective date. (Vanzant)

Background Information:

On March 24, 2020, City of Celina Mayor Sean Terry issued a Mandatory Stay-at-Home Order for all of The City of Celina.

On March 30, 2020, the Celina City Council ratified the disaster declaration and consented to its continuation for a period of more than seven days, and the disaster declaration was continued until such time as it is terminated by order of the City Council.

On March 31, 2020, Governor Abbott issued Executive Order GA 14 effective 12:01 a.m. on April 2, 2020, and continuing through April 30, 2020, subject to extension based on the status of COVID-19 in Texas and the recommendations of the CDC and the White House Coronavirus Task Force.

This ordinance brings the City's declaration into conformance with the Governor's order.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This ordinance has been reviewed by the City Attorney.

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO.: 2020-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING, CONTINUING AND RENEWING A DECLARATION OF A LOCAL STATE OF DISASTER FOR PUBLIC HEALTH EMERGENCY; PRESCRIBING ORDERS TO HELP ABATE THE PUBLIC HEALTH EMERGENCY; PROVIDING AN ENFORCEMENT CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, beginning in December 2019, a novel coronavirus, now designated COVID-19, spread through the world and has now been declared a global pandemic by the World Health Organization; and

WHEREAS, symptoms of COVID-19 include fever, coughing and shortness of breath and, in some cases, the virus has caused death; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a statewide public health emergency; and

WHEREAS, on March 16, 2020, the Mayor declared a local disaster for public health emergency in the City of Celina, Texas ("Celina"); and

WHEREAS, the County Judge of Collin County and the County Judge of Denton County have declared a local disaster for public health emergency in those respective jurisdictions; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") has advised that person-to-person contact heightens the risk of COVID-19 transmission; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, call upon Americans to slow the spread of COVID-19 by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, on March 19, 2020, the Governor of the State of Texas issued Executive Order GA 08, mandating the avoidance of social gatherings in groups of more than 10 people, the avoidance of eating or drinking at bars, restaurants, and food courts, or visiting gyms or massage parlors, the avoidance of visiting nursing homes or retirement or long-term care facilities unless to provide critical assistance, and closing schools throughout the State of Texas for a period of time; and

WHEREAS, on March 24, 2020, the Mayor issued an amended declaration of local disaster for public health emergency in Celina; and

WHEREAS, on March 31, 2020, the Governor of the State of Texas issued an Executive Order GA 14 (hereinafter "GA 14") relating to statewide continuity of the essential services and activities; and

WHEREAS, the City Council of the City of Celina, Texas ("City Council") finds that extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout Celina, and the declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the Governor of state resources; and

WHEREAS, the continued worldwide spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency action; and

WHEREAS, the conditions necessitating the declaration of a state of disaster continue to exist and are anticipated to continue to exist; and

WHEREAS, the City Council has determined that the Mayor's March 24, 2020, disaster declaration should be amended and continued to help abate the public health threat; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Celina to continue the amended declaration in accordance with Section 418.108(b) of the Texas Government Code and Section 122.006 of the Texas Health and Safety Code.

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

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

SECTION 2: Pursuant to Section 418.108 of the Texas Government Code, the City Council finds and declares a local state of disaster for public health emergency in Celina as a result of the impact of COVID-19 and amends and continues the Mayor's prior declaration of local disaster.

SECTION 3: Pursuant to Sections 121.003 and 122.006 of the Texas Health and Safety Code, Section 418.108 of the Texas Government Code and such other powers the City of Celina may have under the City Charter and other laws, the City Council hereby adopts and approves the following orders, which shall apply throughout Celina and shall be in effect on and from the date of this Ordinance and through May 15, 2020, provided, however, that any such order may be terminated before May 15, 2020, by subsequent order of the Mayor or City Council, and may be continued or renewed beyond May 15, 2020 only with the consent of the City Council:

1. Pursuant to Section 418.108(d) of the Texas Government Code, the City of Celina Emergency Management Plan shall remain active throughout the duration of this disaster declaration. All aspects of the City of Celina's Emergency Management Plan not already activated are hereby activated as

provided in the plan to the extent determined by the City Manager to be necessary to respond to the COVID-19 emergency.

2. Pursuant to Section 418.020(d) of the Texas Government Code, the City of Celina is authorized to: (1) temporarily or permanently acquire by lease, purchase or other means sites required for installation of temporary housing units, emergency shelters or public health facilities for disaster victims; and (2) enter into arrangements necessary to prepare or equip the sites to use the housing units, emergency shelters or public health facilities, including arrangements for the purchase of temporary housing units, emergency shelters or public health facilities and the payment of transportation charges.
3. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Celina is authorized to adopt rules to protect the health of persons in the Celina, including quarantine rules to protect its residents against communicable disease and provide for the establishment of quarantine stations, emergency hospitals and other hospitals.
4. Effective 11:59 p.m. on April 15, 2020, and continuing until the expiration or termination of this declaration or on such other date as determined by the Mayor or City Council, subject to extension with the consent of City Council, the following is hereby ordered:
 - a. All individuals currently living within Celina are ordered to STAY AT HOME or their current place of residence. For the purposes of this Order, residences include hotels, motels, shared rentals and similar facilities. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably as possible maintain social distancing of at least six feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities within Celina (travel outside Celina is not prohibited by this Order), to provide or perform Essential Governmental Functions or to operate Essential Businesses, all as defined below in Section 1.f.
 - b. All businesses operating within Celina, except Essential Businesses as defined below in Section 1.f.(2), are required to cease all activities at facilities located within Celina. To the greatest extent possible, all Essential Businesses shall comply with the Social Distancing Guidelines set forth by the CDC, including maintaining six-foot social distancing for both employees and the general public.
 - c. All public or private gatherings of any number of people occurring outside a single household or living unit are prohibited, except as otherwise provided herein. Nothing in this Order prohibits the gathering of members of a household or living unit (an apartment or house for use by one family).

- d. Restaurants and beverage bars with or without drive-in or drive-through services and microbreweries, micro-distilleries or wineries may only provide take out, delivery or drive-through services as allowed by law.
- e. All elective medical, surgical and dental procedures are prohibited anywhere in Celina. Hospitals, ambulatory surgery centers, dental offices and other medical facilities are directed to identify procedures that are deemed "elective" by assessing which procedures can be postponed or canceled based on patient risk considering the emergency need for the redirection of resources to COVID-19 response.
- f. Definitions and Scope:
 - (1) For purposes of this Order, individuals may leave their residence only to perform any of the following, which are defined as "Essential Activities":
 - (A) To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members including pets and livestock (for example, obtaining medical supplies or medication, visiting a health care professional, caring for pets or livestock or obtaining supplies needed to work from home).
 - (B) To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply and any other household consumer products, and products necessary to maintain the safety, sanitation and essential operation of residences).
 - (C) To engage in outdoor activity, provided that the individuals comply with social distancing requirements of six feet, except as family units (for example, walking, biking, hiking or running). Use of publicly accessible playground equipment is prohibited.
 - (D) To perform work for an Essential Business or to carry out activities permitted explicitly in this Order.
 - (E) To care for a family member or pet in another household.
 - (2) For purposes of this Order, "Essential Businesses" as identified by the National Cybersecurity and Infrastructure Agency (CISA), Memorandum of Essential Critical Infrastructure document (attached hereto) and as further expanded on and defined as follows:

- (A) **Essential Healthcare Operations.** Healthcare operations, including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services or any related and/or ancillary healthcare services. Home-based and residential-based care for seniors, adults or children is also considered healthcare operations. Healthcare operations also include veterinary care and all health and welfare services provided to animals. This exemption shall be viewed broadly to avoid any impacts on the delivery of healthcare. Healthcare operations do not include fitness and exercise gyms and similar facilities. Healthcare operations do not include elective medical, surgical and dental procedures as established in accordance with Subsection 1.e. of this Order.
- (B) **Essential Government Functions.** All services provided by local governments needed to ensure the continuing operation of the government agencies to provide for the health, safety and welfare of the public. Further, nothing in this Order shall prohibit any individual from performing or accessing "Essential Government Functions." All Essential Government Functions shall be conducted in compliance with social distancing requirements of six feet, to the extent possible. State or Federal government agencies shall follow State or Federal guidance to the extent possible.
- (C) **Education.** The Superintendent, Headmaster or CEO of a school district, charter school, or private school shall designate school personnel who are essential to the operation and support of distance-learning for students, preparation and distribution of meals to students and maintenance/cleaning of facilities during the time of this Order.
- (D) **Essential Critical Infrastructure.** Work necessary to the operations and maintenance of the critical infrastructure sectors as identified by the National Cybersecurity and Infrastructure Agency (CISA), Memorandum of Essential Critical Infrastructure (attached hereto), including public works construction, residential and commercial construction, airport operations, water, sewer, gas, electrical, oil refining, roads and highways, public transportation, solid waste collection and removal, Internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business

infrastructure, communications, and web-based services), banks, financial institutions, pawn shops, safety and security related services, retail firearm sales, defense and national security- related operations, essential manufacturing operations provided that they carry out those services or that work in compliance with social distancing requirements of six-feet, to the extent possible. Essential Businesses providing essential infrastructure should implement screening precautions to protect employees, and all activity shall be performed in compliance with Social Distancing Guidelines as set forth by the CDC.

- (E) **Essential Retail.** Foodservice and essential household staple providers, including grocery stores, warehouse stores, big-box stores, liquor stores, gas stations, convenience stores and farmers markets. Food gathering, including farming, gardening, hunting, fishing and livestock to the extent allowed by law. Businesses that ship or deliver groceries, food, goods or services directly to residences. Restaurants and other facilities that prepare and serve food, but only for delivery, carry out or drive thru. Schools and other entities that typically provide free meal services to students or members of the public on a pick-up and take-away basis only. The restriction of delivery or carry out does not apply to cafes and restaurants located within hospitals and medical facilities. Laundromats, dry cleaners and laundry service providers. Gas stations, auto- supply, auto and bicycle repair shops, construction supply stores and hardware stores. A retail store supplying essential office products required to work from home. Essential retail does not include furniture stores.
- (F) **Providers of Basic Necessities to Economically Disadvantaged Populations.** Businesses, including non-profit organizations, that provide food, shelter and social services and other necessities of life for economically disadvantaged or otherwise needy individuals.
- (G) **Essential Services Necessary to Maintain Essential Operations of Residences or Other Essential Businesses.** Trash and recycling collection, processing and disposal, mail and shipping services, building cleaning, maintenance and security, warehouse/distribution and fulfillment, storage for essential businesses, funeral homes, crematoriums and cemeteries. Plumbers, electricians, exterminators and other service providers who provide services that are necessary to maintain the safety, sanitation and essential operations of

residences and Essential Businesses. Professional services, such as legal services, accounting services, insurance services, property management and real-estate services, pet grooming and pet boarding services, RV sales and services for housing. Businesses that supply other Essential Businesses with support or supplies needed to operate.

- (H) **Automobile Sales.** Automobile dealerships may continue online sales; showrooms must remain closed. Appointments for necessary paperwork may be arranged and conducted while practicing social distancing. Virtual test drives shall be used in lieu of traditional test drives.
 - (I) **News Media.** Newspapers, television, radio, and other media services.
 - (J) **Childcare Services.** Childcare facilities providing services that enable employees exempted in this Order to work as permitted.
 - (K) **Churches.** Churches are encouraged to follow the social distancing guidelines as set forth by the CDC.
- g. Any manufacturer who retools their business for manufacturing and producing ventilators and other medical equipment to be used in treating persons with COVID-19 shall qualify as an " Essential Business" under this Order.
 - i. Grocery stores, supermarkets, warehouse stores, hospitals and medical facilities are experiencing high levels of demand for a large number of products, requiring more deliveries from manufacturers and distribution centers to serve their customers. Due to the need to deliver products as quickly and efficiently as possible during this critical timeframe, this Order hereby suspends all delivery hour restrictions for transport to or from any entity involved in the selling or distribution of food products, medicine or medical supplies and equipment in Celina.
 - j. If someone in a household has tested positive for COVID-19, the household is ordered to isolate at home. Members of the household cannot go to work, school or any other community function until cleared by a medical professional or in accordance with CDC guidance.
 - k. Nursing homes, retirement and long-term care facilities are instructed by this Order to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.
 - 1. Public and private schools and institutions of higher education are instructed by this Order to review and update their Emergency

Management Plans at least 72 hours before students return to a classroom setting.

- m. The owner, manager or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order on site and to provide a copy to any member of the public asking for a copy.
- 5. The hoarding of food and other items necessary for daily living is prohibited. The City Manager is authorized to distribute to retailers within Celina a list containing per-customer limitations on purchases. The City Attorney is authorized to take such action as allowed by law, in coordination with the Texas Attorney General, to enforce prohibitions on price-gouging.
- 6. The City Manager and his designees are hereby authorized to exclude from any City of Celina facility a person whom the City Manager or his designee has reasonable cause to believe is ill with, has been exposed to or is the carrier of the virus that causes the sickness known as COVID-19.
- 7. The Celina City Parks are closed until May 15, 2020, at which time the closure will be reassessed and may be extended at the discretion of the City Manager. Trails shall remain open.
- 8. All citizens are encouraged to watch City Council and Planning & Zoning Commission meetings online rather than attend in person. Citizens may consult the City's website at www.Celina-Tx.gov for instructions to comments and to attend the meetings online.

SECTION 4: The City Council hereby finds that while in a state of disaster, there is a compelling public purpose in maintaining the City workforce and ensuring continuity in staffing while continuing the City's services while also recognizing that certain facilities and/or operations may need to be temporarily closed or suspended and/or certain personnel may encounter disaster-related events that prevent them from working at full capacity intermittently during the public health emergency. The City Council hereby authorizes the City Manager to make any staffing and compensation-related decisions necessary to adapt to the rapidly changing environment created by the public health emergency to meet the objectives stated herein.

SECTION 5: The City Council hereby finds that for the duration of this disaster declaration, immediate procurement may be necessary to preserve and protect public health and safety. Accordingly, the City Council hereby authorizes the City Manager to purchase goods or services as necessary for ratification by the City Council at a later date as long as the procurement is in compliance with state law requirements.

SECTION 6: The City Council hereby authorizes the City Manager to temporarily waive any City Code regulations that are difficult or impossible to comply with during the term of this declaration of disaster as long as such waiver is not inconsistent with state law.

SECTION 7: Pursuant to Section 418.018(c) of the Texas Government Code, the declaration shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 8: All provisions of the Code of Ordinances of the City of Celina, codified or uncodified, in conflict with the provisions of this Ordinance are hereby temporarily superseded by this Ordinance for the duration of this declaration. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9: A violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine of not greater than \$500.00. The City Council hereby authorizes the use of all other lawfully available enforcement measures in the event of a violation of any provision of this Ordinance. A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs.

SECTION 10: This Ordinance shall take effect immediately upon its passage and publication as required by law. This Ordinance expires on the earlier of May 15, 2020, or by the Council's termination of this Order.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of April, 2020.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: 20200407 Celina Resolution1 (Ordinance renewing COVID-19 disaster declaration)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Wells North Costs Determining Resolution for Phase 3 Preliminary SAP

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain authorized improvements to be financed within Neighborhood Improvement Area #3 of the Wells North Public Improvement District; approving a preliminary service and assessment plan updated for Neighborhood Improvement Area #3, including a proposed Neighborhood Improvement Area #3 assessment roll; directing the filing of the proposed Neighborhood Improvement Area #3 assessment roll with the City Secretary to make available for public inspection; noticing a public hearing for May 12, 2020 to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #3 of the Wells North Public Improvement District. (DeBuff)

Background Information:

This resolution sets the authorized improvement costs for Phase 3 of the Wells North Public Improvement District (PID), approves a preliminary service and assessment plan (SAP), and sets a hearing for the City Council meeting on May 12th, 2020 to consider the final service and assessment plan.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This has been reviewed by the City Attorney.

Supporting Documents:

- Proposed resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. 2020-__R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3 OF THE WELLS NORTH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN UPDATED FOR NEIGHBORHOOD IMPROVEMENT AREA #3, INCLUDING A PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR MAY 12, 2020 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3 OF THE WELLS NORTH PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act") authorizes the City of Celina, Texas (the "City") to create a public improvement district within the City or the extraterritorial jurisdiction of the City; and

WHEREAS, on February 9, 2016, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City on December 18, 2015 titled "Petition for the Creation of a Public Improvement District Within the ETJ of the City of Celina, Texas, for the Wells North Development" requesting the creation of a public improvement district; and

WHEREAS, on February 9, 2016, the City Council adopted Resolution No. 2016-12R (the "Authorization Resolution"), authorizing, establishing, and creating the "Wells North Public Improvement District" (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$20,000,000.00 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 29, 2016 the City Council approved the Wells North Public Improvement District Service and Assessment

Plan, including the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll (the "Original SAP"), levied special assessments for the construction of the Major Improvements against property within the District, levied special assessments for the construction of the Neighborhood Improvement Area #1 Projects against property within Neighborhood Improvement Area #1 of the District, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on April 9, 2019, the City Council approved the Wells North Public Improvement District Service and Assessment Plan updated for Neighborhood Improvement Area #2, including the Neighborhood Improvement Area #2 Assessment Roll (the "NIA #2 SAP Update") which updated the Original SAP for the District, levied special assessments for the construction of the Neighborhood Improvement Area #2 Improvements against property within Neighborhood Improvement Area #2 of the District, and establish a lien on such property; and

WHEREAS, the City Council and the City staff have been presented a preliminary service and assessment plan updated for Neighborhood Improvement Area #3, including a proposed Neighborhood Improvement Area #3 Assessment Roll attached thereto (the "Preliminary NIA #3 Updated SAP"), which updates the Original SAP and the NIA #2 SAP Update for the District to include assessments proposed to be levied against property within Neighborhood Improvement Area #3 of the District that benefit from the Neighborhood Improvement Area #3 Improvements. A copy of Preliminary NIA #3 Updated SAP is (i) attached hereto as **Exhibit A**, (ii) is incorporated herein for all purposes, (iii) identifies the area constituting Neighborhood Improvement Area #3 of the District, (iv) identifies the costs of the Neighborhood Improvement Area #3 Improvements, and (v) sets forth the proposed assessment roll for Neighborhood Improvement Area #3 (the "Proposed Neighborhood Improvement Area #3 Assessment Roll"); and

WHEREAS, the Preliminary NIA #3 Updated SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time and the Proposed Neighborhood Improvement Area #3 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Neighborhood Improvement Area #3 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary NIA #3 Updated SAP; and

WHEREAS, the PID Act requires that the Proposed Neighborhood Improvement Area #3 Assessment Roll be filed with the City Secretary of the City (the “City Secretary”) and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the “Assessment Hearing”) be called to consider proposed assessments against the benefitted property within Neighborhood Improvement Area #3 of the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary NIA #3 Updated SAP for the District, including the Proposed Neighborhood Improvement Area #3 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager and the City's land use attorney, and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary NIA #3 Updated SAP.

SECTION 3. The City Council hereby determines that the total costs of the Neighborhood Improvement Area #3 Improvements to be financed by the District are as set forth in Section III.E. of the Preliminary NIA #3 Updated SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Neighborhood Improvement Area #3 Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan

which will include a final Neighborhood Improvement Area #3 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 6. The Proposed Neighborhood Improvement Area #3 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Neighborhood Improvement Area #3 of the District that benefits from the Neighborhood Improvement Area #3 Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary NIA #3 Updated SAP.

SECTION 7. The City Council hereby authorizes and directs the filing of the Proposed Neighborhood Improvement Area #3 Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 8. The City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing, as defined above) to be held on **May 12, 2020, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Neighborhood Improvement Area #3 of the District that benefits from the Neighborhood Improvement Area #3 Improvements and which ordinance shall specify the method of payment of the assessments. In the event that the City Council will be unable to meet at the City Council Chambers on May 12, 2020, the City will post on its website, www.celina-tx.gov, information for persons to attend the meeting by telephone, videoconference or other electronic means.

SECTION 9. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **May 12, 2020**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **May 1, 2020**, as required by Section 372.016(b) of the PID Act.

SECTION 10. When the Proposed Neighborhood Improvement Area #3 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **May 1, 2020** to mail to owners of property liable for the proposed

assessments notice of the Assessment Hearing to be held on **May 12, 2020**, as required by Section 372.016(c) of the PID Act.

SECTION 11. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **May 12, 2020** meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

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ADOPTED, PASSED, AND APPROVED on this the 14th day of April, 2020.

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY NIA #3 UPDATED SAP

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

April 1, 2016

As updated for Neighborhood Improvement Area #2 on
December 10, 2019 and Neighborhood Improvement Area
#3 on _____, 2020

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I.	PLAN DESCRIPTION AND DEFINED TERMS	4
A.	INTRODUCTION	4
II.	PROPERTY INCLUDED IN THE PID	12
A.	PROPERTY INCLUDED IN THE PID	12
B.	PROPERTY LOCATED IN THE MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3	13
C.	PROPERTY INCLUDED IN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS	14
III.	DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS	15
A.	AUTHORIZED IMPROVEMENT OVERVIEW	15
B.	DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS	15
C.	DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS.....	17
D.	DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS	19
E.	DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS	21
F.	FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS.....	22
IV.	ASSESSMENT PLAN	23
A.	INTRODUCTION	23
B.	SPECIAL BENEFIT	24
C.	ALLOCATION OF ACTUAL COSTS OF MAJOR IMPROVEMENTS	24
D.	ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS	25
E.	ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS	26
F.	ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS	26
G.	ALLOCATION OF ACTUAL COSTS OF FUTURE IMPROVEMENT AREA IMPROVEMENTS.....	27
H.	SPECIAL ASSESSMENT METHODOLOGY	27
I.	SPECIAL ASSESSMENT AND ANNUAL INSTALLMENTS	34
J.	ADMINISTRATIVE EXPENSES	34
K.	EXCESS INTEREST RATE.....	35
L.	PREPAYMENT RESERVE	35
M.	DELINQUENCY RESERVE	35
V.	SERVICE PLAN.....	36
A.	INTRODUCTION	36
VI.	TERMS OF THE SPECIAL ASSESSMENTS.....	43
A.	AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA.....	43
B.	AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3	43

C.	AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS.....	44
D.	REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3.....	44
E.	REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS	45
F.	MANDATORY PREPAYMENT OF ASSESSMENTS	45
G.	REDUCTION OF SPECIAL ASSESSMENTS.....	45
H.	PAYMENT OF SPECIAL ASSESSMENTS.....	46
I.	COLLECTION OF ANNUAL INSTALLMENTS	47
J.	SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT.....	48
K.	SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA # 1 BOND ACCOUNT	48
L.	SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA # 2 BOND ACCOUNT	48
VII.	THE ASSESSMENT ROLL.....	49
A.	MAJOR IMPROVEMENT ASSESSMENT ROLL	49
B.	NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL	50
C.	NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL	50
D.	NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL	52
E.	FUTURE NEIGHBORHOOD IMPROVEMENT AREA ASSESSMENT ROLL.....	53
F.	ANNUAL ASSESSMENT ROLL UPDATES.....	53
VIII.	MISCELLANEOUS PROVISIONS	54
A.	ADMINISTRATIVE REVIEW	54
B.	TERMINATION OF ASSESSMENTS	54
C.	AMENDMENTS	54
	AMENDMENTS TO THE SERVICE AND ASSESSMENT PLAN MAY BE MADE AS PERMITTED OR REQUIRED BY THE PID ACT AND TEXAS LAW.....	54
D.	ADMINISTRATION AND INTERPRETATION OF PROVISIONS.....	55
E.	SEVERABILITY.....	55
	APPENDIX A - MAJOR IMPROVEMENT ASSESSMENT ROLL	
	APPENDIX B - NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL	
	APPENDIX C-1 - NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL	
	APPENDIX C-2 - NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL	
	APPENDIX D - LEGAL DESCRIPTION FOR PARCELS WITHIN THE PID	
	APPENDIX E - TAX RATE AND LEVERAGE SCHEDULE	
	APPENDIX F - PID MAP	

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 9, 2016, (the “Creation Date”), the City Council (the "City Council") of the City of Celina, Texas (the "City") approved Resolution No. 2016-12R, which authorized the creation of the Wells North Public Improvement District (the “PID”) to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is located within the corporate limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this “SAP”) was prepared pursuant to the PID Act. The PID Act requires that a service plan “cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements.” The PID Act also requires a service plan “be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in Section V herein.

The Assessment Rolls for the PID are attached hereto as Appendix A, Appendix B, Appendix C-1, and Appendix C-2, and are addressed in Section VII of this SAP. The Special Assessments as shown on the Assessment Rolls are based on the method for establishing and levying the Special Assessments described in Sections IV and VI of this SAP.

B. Definitions

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

“**Actual Cost(s)**” means, with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes related to such Public Improvement (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Public Improvement, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (g) all payments for Administrative Expenses.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Public Improvements.

“Administrator” means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

“Annual Installment” means, with respect to the Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, Appendix C-1, or Appendix C-2, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this SAP, (ii) Administrative Expenses, (iii) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in Section IV of this SAP, and (iv) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in Section IV of this SAP.

“Annual Service Plan Update” has the meaning set forth in Section V of this SAP.

“Assessed Property” or **“Assessed Properties”** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, Appendix C-1, or Appendix C-2, as applicable (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll and the Neighborhood Improvement Area #2 Assessment Roll included in this SAP as Appendix A, Appendix B, Appendix C-1, or Appendix C-2, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act including those listed in Section III.A of this SAP.

“City” means the City of Celina, Texas.

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

“Commercial Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area #1 and Major Improvement Area Assessment Rolls and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

“County” means Collin County, Texas.

“Delinquency Reserve” has the meaning set forth in Section IV.L of this SAP.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Celina Development North, LLC, a Texas limited liability company, including its successors and assigns.

“Development Agreement” means that certain "Amended and Restated Development Agreement (Wells North)" by and between the City and Celina Development North, LLC a Texas limited liability company, and related to the Property effective November 10, 2015, as amended on March 29, 2016, and as amended on May 8, 2018 as the same may be amended from time to time.

“Future Neighborhood Improvement Areas” means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, and Neighborhood Improvement Area #3, and within the boundaries of the PID but which are not subject to development at this time.

“Future Neighborhood Improvement Area Bonds” means bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds, Special Assessments related to such Future Neighborhood Improvement Area Bonds will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Public Improvements which will only benefit such Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Improvements” means those Public Improvements which will confer a special benefit on the related Future Neighborhood Improvement Area.

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

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

“Major Improvements” means the Public Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Major Improvement Area” or **“MIA”** means the property within the PID not within Neighborhood Improvement Area #1, as generally shown on Table II-B and as specifically described in Appendix D and as depicted in Appendix F.

“Major Improvement Area Assessed Property” means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Special Assessments relating to the Major Improvement Area Projects are levied.

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

“Major Improvement Area Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) that are secured by Special Assessments levied on Major Improvement Area Assessed Property.

“Major Improvement Area Projects” means the Major Improvement Area's proportionate share of the Major Improvements.

“Neighborhood Improvement Area” or **“NIA”** means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a

Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

“Neighborhood Improvement Area #1” means the property within the PID as depicted on the map on Table II.B consisting of approximately 91.35 acres within the PID and as specifically described in Appendix D and as depicted in Appendix F.

“Neighborhood Improvement Area #1 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #1 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #1 Improvements are levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as Appendix B, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #1 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

“Neighborhood Improvement Area #1 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in Section III.C; and, that are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #1 Projects” means the Neighborhood Improvement Area #1 Improvements and the portion of the Major Improvements described in Section III.B allocable to Neighborhood Improvement Area #1.

“Neighborhood Improvement Area #2” means the property within the PID as depicted on the map on Table II.B consisting of approximately 33.6 acres within the PID and as specifically described in Appendix D and as depicted in Appendix F.

“Neighborhood Improvement Area #2 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #2 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #2 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #2 Improvements are levied.

“Neighborhood Improvement Area #2 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #2 included in this SAP as Appendix C-1, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #2 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

“Neighborhood Improvement Area #2 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #2 and are described in Section III.E; and, that are to be financed with a PID Reimbursement Agreement and/or Neighborhood Improvement Area #2 Bonds.

“Neighborhood Improvement Area #3” means the property within the PID as depicted on the map on Table II.B consisting of approximately ___ acres within the PID and as specifically described in Appendix D and as depicted in Appendix F.

“Neighborhood Improvement Area #3 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #3 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #3 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #3 Improvements are levied.

“Neighborhood Improvement Area #3 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #3 included in this SAP as Appendix C-2, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #3 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 20__ (Wells North Public Improvement District Neighborhood Improvement Area #3 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #3 Assessed Property, if and when issued by the City.

“Neighborhood Improvement Area #3 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #3 and are described in Section III.E; and, that are to be financed with a PID Reimbursement Agreement and/or Neighborhood Improvement Area #3 Bonds.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to Section VI.E or Section VI.F, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in Section VI.G.

“Owner” means Celina Development North, LLC a Texas limited liability company.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Special Assessment Allocation” means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owner’s Association from the Public Improvements benefitting the Owner’s Association Property.

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

“Parcel” means a property identified by either a tax map identification number assigned by the Collin County Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID” means the Wells North Public Improvement District created by the City pursuant to Resolution No. 2016-12R approved February 9, 2016.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Bonds” means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, the Neighborhood Improvement Area #3 Bonds, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Public Improvements in the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, or in the Future Neighborhood Improvement Areas.

“PID Reimbursement Agreement” means that certain PID Reimbursement Agreement – Wells North, dated March 29, 2016 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

“Prepayment Costs” mean interest and Administrative Expenses, to the extent not paid in an Annual Installment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment, each to the date of prepayment and to the extent each is allowable by law.

“Prepayment Reserve” has the meaning set forth in Section IV.K of this SAP.

“Property” means the approximately 244.136 acres of property depicted and described by metes and bounds on Exhibit A to Resolution No. 2016-12R as adopted by City Council on February 9, 2016 as depicted on the map on Table II.A and as specifically described in Appendix D and as depicted in Appendix F.

“Public Improvements” mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

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

“Residential Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area #1 Assessment Roll and approval of this SAP for the future development of single family residential homes.

“Service and Assessment Plan” or **“SAP”** means this Wells North Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

“Special Assessment” means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

“Trustee” means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is comprised of the Property and is currently located within the corporate limits of the City. The PID contains approximately 244.136 acres planned for development to include a combination of residential and commercial development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

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

Table II-A
Public Improvement District Boundaries

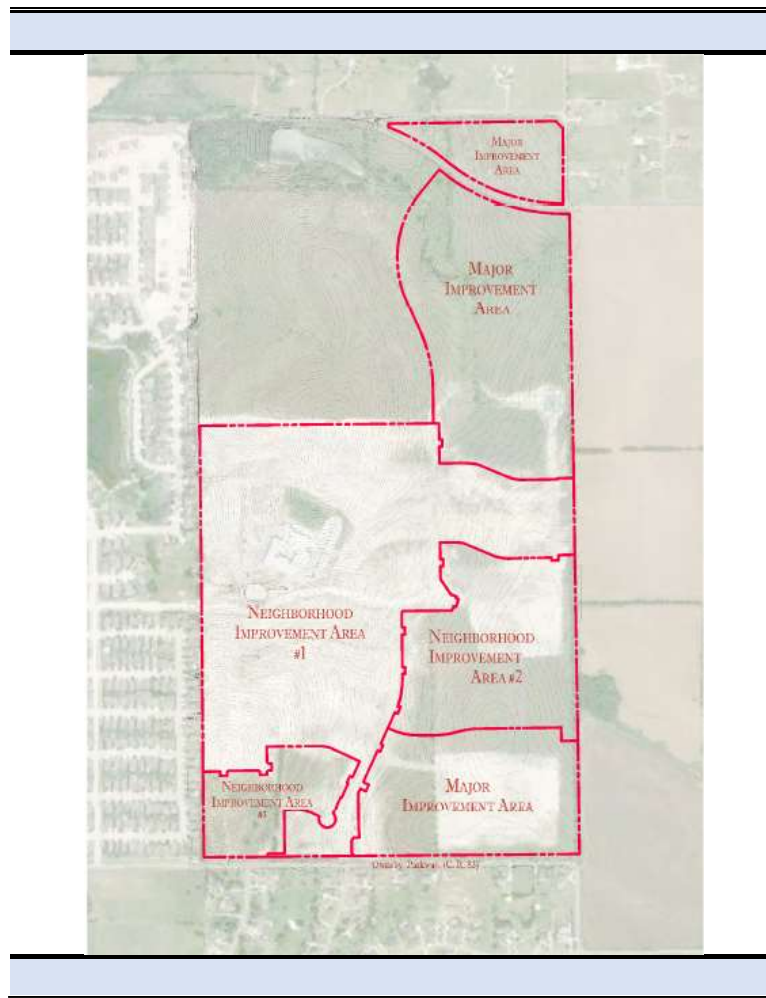


B. PROPERTY LOCATED IN THE MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3

The Major Improvement Area consists of approximately 139.9 acres. Neighborhood Improvement Area #1 consists of approximately 91.35 acres consisting of 337 single family residential lots, developed in one phase and which are specially benefitted by the Public Improvements described in Section III.C. Neighborhood Improvement Area #2 consists of approximately 33.6 acres within the Major Improvement Area and projected to consist of 174 single family residential lots, to be developed in one phase and which will be specially benefitted by the Neighborhood Improvement Area #2 Improvements described in Section III.D.

A map of the property within the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, and Neighborhood Improvement Area #3 is shown in Table II-B. Legal descriptions for all Parcels within the PID are included in Appendix D.

Table II-B
Public Improvement District Boundaries



C. PROPERTY INCLUDED IN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood Improvement Areas are developed and in connection with the issuance of any Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to revise the table shown in Section II.B above (e.g. Table II-B will be revised to show the addition of such Future Neighborhood Improvement Area).

A map of the projected property within each Future Neighborhood Improvement Area is shown in Table II-C. The Future Neighborhood Improvement Area is shown for illustrative purposes only and is subject to adjustment in the future.

Table II-C
Proposed Future Neighborhood Improvement Areas



III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Public Improvements more particularly described in Section III.B, Section III.C and Section III.D. Any change to the list of Public Improvements, including any Future Neighborhood Improvement Area Improvements as described in Section III.E, will require the approval of the City.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. However, Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore, the costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property based on the costs of neighborhood improvements planned within their respective boundaries. Major

Improvement Area Bonds fund the Major Improvement Area's proportionate share of the costs of the Major Improvements (the "Major Improvement Area Projects"); and, Neighborhood Improvement Area #1 Bonds fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements (collectively, the "Neighborhood Improvement Area #1 Projects"). This cost allocation between the Major Improvement Area and Neighborhood Improvement Area #1 is shown in more detail on Table IV-C. The Major Improvement Area consists of property within the PID excluding Neighborhood Improvement Area #1. As a result, Neighborhood Improvement Area #2 is located within the Major Improvement Area and will receive a proportionate share of the costs of the Major Improvements.

The Major Improvements are described below. Table III-A shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is \$3,534,000. The costs shown in Table III-A may be revised in Annual Service Plan Updates.

The Actual Costs for Major Improvements are being funded from (i) the proceeds of the Major Improvement Area Bonds, (ii) a portion of the proceeds of the Neighborhood Improvement Area #1 Bonds, and (iii) from funds contributed by the Developer, all as described herein.

A description of the Major Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consists of the construction of four detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Major Improvement Area Assessed Property. The wastewater improvements will be constructed according to City standards.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be constructed according to City standards.

Road Improvements

The road improvement portion of the Major Improvements consists of the construction of perimeter road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Major Improvement Area Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards.

CCN Certificate

A portion of the proceeds has been used to reimburse the City for payments made to the Marilee Special Utility District (the “Marilee SUD”) to secure the release by the Marilee SUD in favor of the City of a water certificate of convenience and necessity (a “CCN”) for approximately 31.3 acres within the property in the District. Such release was pursuant to that certain Full and Final Settlement and Release between the City and Marilee SUD (formerly known as Gunter Special Utility District and Gunter Rural Water Supply Corporation) including the Addendums approved by those parties in March 2006, March 2009, and March 2011. The City holds a water certificate of convenience and necessity for the remaining portion of the property within the District.

Table III-A
Major Improvement Costs

Authorized Improvements	NIA #1	MIA	Total
Storm Drainage Improvements	\$161,000	\$302,000	\$463,000
Wastewater Improvements	\$202,000	\$377,000	\$579,000
Water Improvements	\$81,000	\$152,000	\$233,000
Road Improvements	\$517,000	\$968,000	\$1,485,000
ROW Acquisition	\$256,000	\$479,000	\$735,000
CCN Certificate	\$14,000	\$25,000	\$39,000
Total Authorized Improvements	\$1,231,000	\$2,303,000	\$3,534,000

Note: Costs provided by Huitt-Zollars Engineering. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

C. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS

The Neighborhood Improvement Area #1 Projects are described below. Table III-B shows the Actual Costs to construct the Neighborhood Improvement Area #1 Projects are \$6,423,000 and includes Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in Section III.B. The proceeds of the Neighborhood Improvement Area #1 Bonds only funded the Neighborhood Improvement Area #1 Projects which benefit Neighborhood

Improvement Area #1 Assessed Property. The Actual Costs shown in Table III-B may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Projects are being funded both from the proceeds of the Neighborhood Improvement Area #1 Bonds as described herein and from funds contributed by the Developer.

A description of the Neighborhood Improvement Area #1 Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #1 Assessed Property.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #1 Assessed Property. The water improvements will be constructed according to City standards.

Road Improvements

The road improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #1 Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards.

CCN Certificate

A portion of the proceeds were used to reimburse the City for payments made to the Marilee Special Utility District (the "Marilee SUD") to secure the release by the Marilee SUD in favor of

the City of a water certificate of convenience and necessity (a “CCN”) for approximately 31.3 acres within the property in the District. Such release was pursuant to that certain Full and Final Settlement and Release between the City and Marilee SUD (formerly known as Gunter Special Utility District and Gunter Rural Water Supply Corporation) including the Addendums approved by those parties in March 2006, March 2009, and March 2011. The City holds a water certificate of convenience and necessity for the remaining portion of the property within the District.

Table III-B
Neighborhood Improvement Area #1 Costs

Authorized Improvements	Major	Onsite	Total
Storm Drainage Improvements	\$161,000	\$621,000	\$782,000
Wastewater Improvements	\$202,000	\$579,000	\$781,000
Water Improvements	\$81,000	\$569,000	\$650,000
Road Improvements	\$517,000	\$3,423,000	\$3,940,000
ROW Acquisition	\$256,000	\$0	\$256,000
CCN Certificate	\$14,000	\$0	\$14,000
Total Authorized Improvements	\$1,231,000	\$5,192,000	\$6,423,000

Note: Costs provided by Huitt-Zollars Engineering. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

D. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements are described below. Table III-C shows the Actual Costs to construct the Neighborhood Improvement Area #2 Improvements are \$2,966,841 and are distinct from Neighborhood Improvement Area #2's allocable share of the Major Improvements described above in Section III.B. The proceeds of the Neighborhood Improvement Area #2 Bonds will only fund the Neighborhood Improvement Area #2 Improvements which benefit Neighborhood Improvement Area #2 Assessed Property only. The Actual Costs shown in Table III-C may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #2 Improvements are to be funded initially from Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property under the terms of the PID Reimbursement Agreement and from funds contributed by the Developer. The obligations under the PID Reimbursement Agreement related to the Neighborhood Improvement Area #2 Improvements is being paid from the proceeds of the Neighborhood Improvement Area #2 Bonds.

A description of the Neighborhood Improvement Area #2 Improvements follows:

Storm Drainage

The storm drainage improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.

Wastewater

The wastewater improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #2 Assessed Property.

Water

The water improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #2 Assessed Property. The water improvements will be constructed according to City standards.

Road Improvements

The road improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #2 Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards.

Table III-C
Costs of Authorized Improvements for Neighborhood Improvement Area #2

Authorized Improvements	Onsite	Total
Storm Drainage Improvements	\$300,497	\$300,497
Wastewater Improvements	\$358,803	\$358,803
Water Improvements	\$503,745	\$503,745
Road Improvements	\$1,108,917	\$1,108,917
Soft Costs	\$694,879	\$694,879
Total Authorized Improvements	\$2,966,841	\$2,966,841

Note: Costs provided by the Developer. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

E. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS

The Neighborhood Improvement Area #3 Improvements are described below. Table III-D shows the estimated Actual Costs to construct the Neighborhood Improvement Area #3 Improvements are \$1,880,673 and are distinct from Neighborhood Improvement Area #3's allocable share of the Major Improvements described above in Section III.B. The proceeds of the Neighborhood Improvement Area #3 Bonds, if and when issued, will only fund the Neighborhood Improvement Area #3 Improvements which benefit Neighborhood Improvement Area #3 Assessed Property only. The Actual Costs shown in Table III-D may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #3 Improvements are to be funded initially from Special Assessments levied against the Neighborhood Improvement Area #3 Assessed Property under the terms of the PID Reimbursement Agreement and from funds contributed by the Developer. The obligations under the PID Reimbursement Agreement related to the Neighborhood Improvement Area #3 Improvements are anticipated to be paid from the proceeds of the Neighborhood Improvement Area #3 Bonds when issued.

A description of the Neighborhood Improvement Area #3 Improvements follows:

Storm Drainage

The storm drainage improvement portion of the Neighborhood Improvement Area #3 Improvements consists of the construction of storm pipes of various sizes, inlet structure and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.

Wastewater

The wastewater improvement portion of the Neighborhood Improvement Area #3 Improvements

consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #3 Assessed Property.

Water

The water improvement portion of the Neighborhood Improvement Area #3 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #3 Assessed Property. The water improvements will be constructed according to City standards.

Road Improvements

The road improvement portion of the Neighborhood Improvement Area #3 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #3 Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards

Table III-D
Costs of Authorized Improvements for Neighborhood Improvement Area #3

Authorized Improvements	Onsite	Total
Storm Drainage Improvements	\$36,994	\$36,994
Wastewater Improvements	\$0	\$
Water Improvements	\$	\$
Road Improvements	\$626,970	\$626,970
Soft Costs	\$450,967	\$450,967
Total Authorized Improvements	\$1,880,673	\$1,880,673

Note: Costs provided by the Developer. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

F. FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g. a Table III-E will be added to show the costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

IV. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel from the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-C details the allocation of costs of the Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. Table IV-D details the allocation of costs of the Neighborhood Improvement Area #1 Projects which consist of Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements and all of the costs of the Neighborhood Improvement Area #1 Improvements. Table IV-E details the allocation of costs of the Neighborhood Improvement Area #2 Improvements benefitting the Neighborhood Improvement Area #2 Assessed Property. Table IV-F details the allocation of costs of the Neighborhood Improvement Area #3 Improvements benefitting the Neighborhood Improvement Area #3 Assessed Property.

This section of this Service and Assessment Plan is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements, the Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, and the Neighborhood Improvement Area #3 Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, and the Neighborhood Improvement Area #3 Improvements, to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners and all future owners and developers of any Assessed Property.

The timetable for the development of Future Neighborhood Improvement Areas are difficult to establish at this time and, as such, the special benefit conferred by Future Neighborhood Improvement Area Improvements, if any, cannot be determined with absolute certainty. Accordingly, it is hereby understood and acknowledged by the City and the Owner that the Special Assessments associated with the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, the Neighborhood Improvement Area #3 Bonds are the only Special Assessments that can be addressed with reasonable certainty in this SAP update. As a result, this SAP will need to be amended by the City Council, if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

B. SPECIAL BENEFIT

The Assessed Property must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property; and, the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property. The Neighborhood Improvement Area #2 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #2 Assessed Property. The Neighborhood Improvement Area #3 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #3 Assessed Property.

When the City Council approved the initial SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. The Owner has acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. When the City Council approved this updated SAP, the Owner owned 100% of the Neighborhood Improvement Area #3 Assessed Property. The Owner acknowledged that the Neighborhood Improvement Area #3 Improvements confer a special benefit on the Neighborhood Improvement Area #3 Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs of the Neighborhood Improvement Area #3 Improvements. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property, the Neighborhood Improvement Area #2 Assessed Property, and the Neighborhood Improvement Area #3 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements, the Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, and the Neighborhood Improvement Area #3 Improvements through the PID is beneficial to the City and the Assessed Property. Accordingly, the Major Improvements, the Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, and the Neighborhood Improvement Area #3 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property, the Neighborhood Improvement Area #2 Assessed Property, and the Neighborhood Improvement Area #3 Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. ALLOCATION OF ACTUAL COSTS OF MAJOR IMPROVEMENTS

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements are, therefore, allocated to the Major Improvement Area Assessed Property and the

Neighborhood Improvement Area #1 Assessed Property, as shown in Table IV-C. The costs detailed in Table IV-C are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-C
Cost Allocation of Major Improvements

Authorized Improvements	Total Cost (a)	NIA #1 Major Improvements		MIA Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Storm Drainage Improvements	\$463,000	35%	\$161,000	65%	\$302,000
Wastewater Improvements	\$579,000	35%	\$202,000	65%	\$377,000
Water Improvements	\$233,000	35%	\$81,000	65%	\$152,000
Road Improvements	\$1,485,000	35%	\$517,000	65%	\$968,000
ROW Acquisition	\$735,000	35%	\$256,000	65%	\$479,000
CCN Certificate	\$39,000	35%	\$14,000	65%	\$25,000
Total Authorized Improvements	\$3,534,000		\$1,231,000		\$2,303,000

(a) See Table III-A for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on stand-alone basis.

D. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS

The Neighborhood Improvement Area #1 Projects include the Neighborhood Improvement Area #1 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1, plus an allocable share of the Major Improvements as described in Section IV.C above. The Actual Costs of the Neighborhood Improvement Area #1 Projects are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in Table IV-D. The costs detailed in Table IV-D are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-D
Cost Allocation of Neighborhood Improvement Area #1 Projects

Authorized Improvements	Total Cost (a)	NIA #1 Major Improvements		NIA #1 Onsite Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Storm Drainage Improvements	\$782,000	21%	\$161,000	79%	\$621,000
Wastewater Improvements	\$781,000	26%	\$202,000	74%	\$579,000
Water Improvements	\$650,000	12%	\$81,000	88%	\$569,000
Road Improvements	\$3,940,000	13%	\$517,000	87%	\$3,423,000
ROW Acquisition	\$256,000	100%	\$256,000	0%	\$0
CCN Certificate	\$14,000	100%	\$14,000	0%	\$0
Total Authorized Improvements	\$6,423,000		\$1,231,000		\$5,192,000

(a) See Table III-B for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on stand-alone basis.

E. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements include the Neighborhood Improvement Area #2 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #2. The Actual Costs of the Neighborhood Improvement Area #2 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #2 Assessed Property, as shown in Table IV-E. The costs detailed in Table IV-E are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-E
Cost Allocation of Neighborhood Improvement Area #2 Projects

Authorized Improvements	Total Cost (a)	NIA #2 Onsite Improvements	
		% Allocation	Share of Costs
Storm Drainage Improvements	\$300,497	100%	\$300,497
Wastewater Improvements	\$358,803	100%	\$358,803
Water Improvements	\$503,745	100%	\$503,745
Road Improvements	\$1,108,917	100%	\$1,108,917
<i>Subtotal</i>	<i>\$2,271,962</i>		<i>\$2,271,962</i>
Soft Costs	\$694,879	100%	\$694,879
Total Authorized Improvements	\$2,966,841		\$2,966,841

(a) See Table III-C for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

F. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS

The Neighborhood Improvement Area #3 Improvements include the Neighborhood Improvement Area #3 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #3. The Actual Costs of the Neighborhood Improvement Area #3 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #3 Assessed Property, as shown in Table IV-F. The costs detailed in Table IV-F are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-F
Cost Allocation of Neighborhood Improvement Area #3 Projects

Authorized Improvements	Total Cost (a)	NIA #3 Onsite Improvements	
		% Allocation	Share of Costs
Storm Drainage Improvements	\$36,994	100%	\$36,994
Wastewater Improvements	\$	100%	\$
Water Improvements	\$	100%	\$
Road Improvements	\$626,970	100%	\$626,970
<i>Subtotal</i>	\$		\$
Soft Costs	\$450,967	100%	\$450,967
Total Authorized Improvements	\$1,880,673		\$1,880,673

(a) See Table III-D for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

G. ALLOCATION OF ACTUAL COSTS OF FUTURE IMPROVEMENT AREA IMPROVEMENTS

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside such Future Neighborhood Improvement Areas (e.g. Table IV-G will be created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

H. SPECIAL ASSESSMENT METHODOLOGY

The City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Public Improvements equals or exceeds the amount of the Special Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

Assessment Methodology for the Major Improvement Area

For purpose of this SAP, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Special Assessment relating to the Major Improvement Area Projects across all Parcels and Lots within the Major Improvement Area based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. Table IV-G.1 summarizes the updated allocation of the Special Assessments relating to the Major Improvement Area Bonds for the Assessed Property.

Based on the costs provided by the Owner for the Major Improvement Area Projects, the City Council has determined that the benefit to the Major Improvement Area Assessed Property from the Major Improvement Area Projects is at least equal to the Special Assessments levied on the Major Improvement Area Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in the Major Improvement Area is shown on the Assessment Roll, attached as Appendix A, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-G.1 summarizes the updated allocation of the Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property at the time the Assessment Ordinance relating to the Major Improvement Area Bonds was adopted by the City Council.

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Table IV-G.1
Major Improvement Area
Updated Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #2</i>							
50'	174	\$54,375,000	\$821,593	\$70,775	\$4,722	\$407	\$0.1
60'	-	-	-	-	-	-	-
70'	-	-	-	-	-	-	-
HOA	-	-	\$8,299	\$715	-	-	-
<i>Subtotal</i>	<i>174</i>	<i>\$54,375,000</i>	<i>\$829,892</i>	<i>\$71,490</i>			
<i>Phase #3</i>							
50'	-	-	-	-	-	-	-
60'	58	\$24,012,000	\$372,228	\$32,065	\$6,418	\$553	\$0.1
70'	2	\$897,000	\$13,905	\$1,198	\$6,953	\$599	\$0.1
HOA	-	-	\$3,900	\$336	-	-	-
<i>Subtotal</i>	<i>60</i>	<i>\$24,909,000</i>	<i>\$390,033</i>	<i>\$33,599</i>			
<i>Phase #4</i>							
50'	68	\$22,525,000	\$349,177	\$30,079	\$5,135	\$442	\$0.1
60'	57	\$22,657,500	\$351,231	\$30,256	\$6,162	\$531	\$0.1
70'	20	\$8,450,000	\$130,990	\$11,284	\$6,549	\$564	\$0.1
HOA	-	-	\$8,398	\$723	-	-	-
<i>Subtotal</i>	<i>145</i>	<i>\$53,632,500</i>	<i>\$839,795</i>	<i>\$72,343</i>			
<i>Phase #5</i>							
50'	1	\$325,000	\$5,038	\$434	\$5,038	\$434	\$0.1
60'	119	\$46,410,000	\$719,435	\$61,975	\$6,046	\$521	\$0.1
70'	26	\$10,790,000	\$167,264	\$14,409	\$6,433	\$554	\$0.1
Commercial	61,855	\$7,113,325	\$110,269	\$9,499	\$1.78	\$0.15	\$0.1
Commercial	90,605	\$10,419,575	\$161,521	\$13,914	\$1.78	\$0.15	\$0.1
HOA	-	-	\$11,753	\$1,012	-	-	-
<i>Subtotal</i>	<i>146</i>	<i>\$75,057,900</i>	<i>\$1,175,280</i>	<i>\$101,243</i>			
Total	525	\$207,974,400	\$3,235,000	\$278,674			

Note: 1) The Major Improvement Area Special Assessments were allocated as part of the NIA #2 Assessment levy (Phase #2) and are excluded in this update for NIA #3. The updated Special Assessment of \$2,405,108 (i.e. \$3,235,000 - \$829,892 = \$2,405,108) allocations are being updated for Phase #3 through Phase #5.

2) Estimates are based on updated Lot counts and estimated buildout vs provided by the Developer as a part of this SAP update. Although actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, or any other documents associated with PID Bonds. The above allocations are calculated based on 5.38% interest rate and a 30-year term for PID Bonds and annual administrative expense of \$30,000 increasing at 2.0% per year.

Assessment Methodology for Neighborhood Improvement Area #1

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #1 Projects to be financed with the Neighborhood Improvement Area #1 Bonds shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by

spreading the entire Special Assessment relating to the Neighborhood Improvement Area #1 Projects across all Lots within the Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #1. Table IV-G.2 summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #1 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Area Public Projects is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #1 are shown on the Assessment Roll, attached as Appendix B, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-G.2 summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the Neighborhood Improvement Area #1 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #1 Bonds was adopted by the City Council.

Table IV-G.2
Neighborhood Improvement Area #1
Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #1</i>							
50'	184	\$57,468,000	\$3,186,596	\$240,867	\$17,318	\$1,309	\$0.42
60'	149	\$55,378,800	\$3,070,750	\$232,111	\$20,609	\$1,558	\$0.42
70'	4	\$1,864,800	\$103,403	\$7,816	\$25,851	\$1,954	\$0.42
HOA	-	-	\$64,250	\$4,857	-	-	-
Total	337	\$114,711,600	\$6,425,000	\$485,650			

Note: Estimates are based on information available as of the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above allocations are calculated based on 6.25% interest rate and a 30-year term for the PID Bonds and annual administrative expense of \$30,000 increasing at 2.0% per year.

Assessment Methodology for Neighborhood Improvement Area #2

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #2 Improvements to be financed with the PID Reimbursement Agreement and/or Neighborhood Improvement Area #2 Bonds shall be allocated to the Neighborhood Improvement Area #2 Assessed Property by spreading the entire Special Assessment Neighborhood Improvement Area #2 Projects across all Lots within the Neighborhood Improvement Area #2 based on the ratio of the estimated build out value of each Lot to the total

build out value for the Neighborhood Improvement Area #2. Table IV-G.3 summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #2 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #2 Improvements benefitting Neighborhood Area #2, the City Council has determined that the benefit to the Neighborhood Area #2 Assessed Property from the Neighborhood Area #2 Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #2 are shown on the Assessment Roll, attached as Appendix D, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-G.3 summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #2 Assessed Property at the time the Assessment Ordinance approving this Service and Assessment Plan update was adopted by the City Council. This SAP will be updated in the future by the City Council for the issuance of Neighborhood Improvement Area #2 Bonds.

Table IV-G.3
Neighborhood Improvement Area #2
Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #2</i>							
50'	174	\$54,375,000	\$1,881,000	\$146,334	\$10,810	\$841	\$0.27
60'	-	-	-	-	-	-	-
70'	-	-	-	-	-	-	-
HOA	-	-	\$19,000	\$1,478	-	-	-
Total	174	\$54,375,000	\$1,900,000	\$147,812			

Note: Estimates are based on information provided by the Developer as part of this update to the SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on 3.0%-3.875% interest rates and a 30-year term for the applicable Neighborhood Improvement Area #2 Bonds and annual administrative expense of \$25,000 increasing at 2.0% per year.

Neighborhood Improvement Area #2 Assessed Property is part of the Major Improvement Area Assessed Property. As shown in Table IV-G.1, the Special Assessments related to the Major Improvement Area Bonds have been allocated to Neighborhood Improvement Area #2, representing Neighborhood Improvement Area #2 Assessed Property, and the remaining Future Improvement Areas. The Special Assessments related to the Neighborhood Improvement Area #2 Improvements for the benefit of the Neighborhood Improvement Area #2 Assessed Property are shown in Table IV-G.3. As a result, the combined Special Assessment on the Neighborhood Improvement Area #2 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood

Improvement Area #2 Improvements or the benefit of the Neighborhood Improvement Area #2 Assessed Property is shown in Table IV-G.4.

Table IV-G.4
Neighborhood Improvement Area #2
Special Assessment Allocation (Combined)

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #2</i>							
50'	174	\$54,375,000	\$2,702,593	\$217,109	\$15,532	\$1,248	\$0.40
60'	-	-	-	-	-	-	-
70'	-	-	-	-	-	-	-
HOA	-	-	\$27,299	\$2,193	-	-	-
Total	174	\$54,375,000	\$2,729,892	\$219,302			

Note: The combined amounts show the Phase #2 proportional share of the Special Assessment for Major Improvement Assessments show in Table IV-G.1 and the Special Assessments for the Neighborhood Improvement Area #2 show in Table IV-G.3 above. Estimates based on updated information provided by the Developer as part of this update to the SAP.

Assessment Methodology for Neighborhood Improvement Area #3

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #3 Improvements to be financed with the PID Reimbursement Agreement and/or Neighborhood Improvement Area #3 Bonds shall be allocated to the Neighborhood Improvement Area #3 Assessed Property by spreading the entire Special Assessment Neighborhood Improvement Area #3 Projects across all Lots within the Neighborhood Improvement Area #3 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #3. Table IV-G.5 summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #3 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #3 Improvements benefitting Neighborhood Area #3, the City Council has determined that the benefit to the Neighborhood Area #3 Assessed Property from the Neighborhood Area #3 Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #3 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #3 are shown on the Assessment Roll, attached as Appendix C-2, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-G.5 summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #3 Assessed Property at the time the Assessment Ordinance approving this Service and Assessment Plan update was adopted by the City Council. This SAP will be updated in the future by the City Council for the issuance of Neighborhood Improvement Area #3 Bonds.

Table IV-G.5
Neighborhood Improvement Area #3
Special Assessment Allocation (Preliminary)

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #3</i>							
50'	-	-	-	-	-	-	-
60'	58	\$24,012,000	\$949,577	\$76,133	\$16,372	\$1,313	\$0.32
70'	2	\$897,000	\$35,473	\$2,844	\$17,736	\$1,422	\$0.32
HOA	-	-	\$9,950	\$798	-	-	-
Total	60	\$24,909,000	\$995,000	\$79,775			

Note: Estimates are based on information provided by the Developer as part of this update to the SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on estimated interest rate of 4.5% and a 30-year term for the applicable PID Reimbursement Agreement and annual administrative expense of \$20,000 increasing at 1.0% per year.

Neighborhood Improvement Area #3 Assessed Property is part of the Major Improvement Area Assessed Property. As shown in Table IV-G.1, the Special Assessments related to the Major Improvement Area Bonds have been allocated to Neighborhood Improvement Area #3, representing Neighborhood Improvement Area #3 Assessed Property, and the remaining Future Improvement Areas. The Special Assessments related to the Neighborhood Improvement Area #3 Improvements for the benefit of the Neighborhood Improvement Area #3 Assessed Property are shown in Table IV-G.5. As a result, the combined Special Assessment on the Neighborhood Improvement Area #3 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Area #3 Improvements or the benefit of the Neighborhood Improvement Area #3 Assessed Property is shown in Table IV-G.6.

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Table IV-G.6
Neighborhood Improvement Area #3
Special Assessment Allocation (Combined)

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #3</i>							
50'	-	-	-	-	-	-	-
60'	58	\$24,012,000	\$1,321,805	\$108,198	\$22,790	\$1,865	\$0.45
70'	2	\$897,000	\$49,378	\$4,042	\$24,689	\$2,021	\$0.45
HOA	-	-	\$13,850	\$1,134	-	-	-
Total	60	\$24,909,000	\$1,385,033	\$113,374			

Note: The combined amounts show the Phase #3 proportional share of the Special Assessment for Major Improvement Assessments show in Table IV-G.1 and the Special Assessments for the Neighborhood Improvement Area #3 show in Table IV-G.5 above. Estimates based on updated information provided by the Developer as part of this update to the SAP.

Assessment Methodology for Future Neighborhood Improvement Areas

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

I. SPECIAL ASSESSMENT AND ANNUAL INSTALLMENTS

The Special Assessments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, and the Neighborhood Improvement Area #3 Bonds will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the Neighborhood Improvement Area #3 Assessment Roll, as applicable. The Annual Installments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, the Neighborhood Improvement Area #3 Bonds and will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the Neighborhood Improvement Area #3 Assessment Roll, subject to revisions made during an Annual Service Plan Update.

J. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll,

the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the Neighborhood Improvement Area #3 Assessment Roll, shown on Appendix A, Appendix B, Appendix C-1, and Appendix C-2, respectively, which are subject to revision through Annual Service Plan Updates.

K. EXCESS INTEREST RATE

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the "Excess Interest Rate"). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in Section IV.K below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in Section IV.L below.

L. PREPAYMENT RESERVE

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which related PID Bonds are actually redeemed (the "Prepayment Reserve"). The Prepayment Reserve created under each Indenture shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

M. DELINQUENCY RESERVE

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the "Delinquency Reserve") created under each Indenture shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture.

V. SERVICE PLAN

A. INTRODUCTION

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five-year period. The Major Improvement Area Projects and the Neighborhood Improvement Area #1 Projects have been constructed and accepted by the City. It is anticipated that it will take approximately 3 to 4 months to complete the Neighborhood Improvement Area #2 Improvements and for the City to accept such improvements.

The Actual Costs for the Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$3,454,050 as shown in Table V-A. The Actual Costs for the Neighborhood Improvement Area #1 Projects plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$8,209,506 as shown in Table V-B. The Actual Costs for the Neighborhood Improvement Area #2 Improvements that will benefit Neighborhood Improvement Area # 2 Assessed Property plus costs related to financing such improvements, and payment of expenses incurred in the administration and operation of the PID is \$3,311,974 as shown in Table V-C.2. The Actual Costs for the Neighborhood Improvement Area #3 Projects plus costs related to the issuance of the Neighborhood Improvement Area #3 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$1,880,673 as shown in Table V-D. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the costs of the Public Improvements, and updating Assessment Roll shown on Appendix A, Appendix B, Appendix C, Appendix D. Any update to this SAP is herein referred to as an “Annual Service Plan Update.”

Table V-A summarizes the sources and uses of funds required to construct the Major Improvement Area Projects, establish the PID, and issue the Major Improvement Area Bonds. The sources and uses of funds shown in Table V-A shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-B summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1 Projects, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. The sources and uses of funds shown in Table V-B shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-C.2 summarizes the updated sources and uses of funds required to construct the Neighborhood Improvement Area #2 Improvements that will benefit the Neighborhood Improvement Area #2 Assessed Property, pay a portion of the costs related to the administration and operation of the PID and to finance such improvements. The sources and uses of funds shown in Table V-C.2 shall be updated each year in the Annual Service Plan Update to reflect any

revisions to the Actual Costs and if and when Neighborhood Improvement Area #2 Bonds are issued.

Table V-D summarizes the updated sources and uses of funds required to construct the Neighborhood Improvement Area #3 Improvements that will benefit the Neighborhood Improvement Area #3 Assessed Property, pay a portion of the costs related to the administration and operation of the PID and to finance such improvements. The sources and uses of funds shown in Table V-D shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and if and when Neighborhood Improvement Area #3 Bonds are issued.

Table V-A
Major Improvement Area Bonds
Sources and Uses of Funds

Sources of Funds	Amount
Gross Bond Amount	\$3,235,000
Development Agreement Contributions (a)	\$219,050
Owner Contribution (b)	\$0
Total Sources of Funds	\$3,454,050
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	\$2,303,000
Development Agreement Contributions	
City of Celina Regional Park Improvements	\$219,050
Other Fund Deposits	
Debt Service Reserve Fund (d)	\$230,663
Capitalized Interest (e)	\$403,901
Cost of Issuance	\$200,386
Underwriters Discount/Underwriters Counsel (f)	\$97,050
Total Uses of Funds	\$3,454,050

(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds.

(b) Developers will fund all costs not covered by the PID Bonds.

(c) See Table III-A and Table IV-C for details.

(d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules.

(e) The PID Bonds will include 28.83 months of capitalized interest.

(f) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.

Table V-B
Neighborhood Improvement Area #1 Bonds
Sources and Uses of Funds

Sources of Funds	Amount
Gross Bond Amount	\$6,425,000
Development Agreement Contributions (a)	\$365,950
Owner Contribution (b)	\$1,418,556
Total Sources of Funds	\$8,209,506
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	\$6,423,000
Development Agreement Contributions	
City of Celina Regional Park Improvements	\$365,950
Other Fund Deposits	
Debt Service Reserve Fund (d)	\$447,313
Capitalized Interest (e)	\$440,494
Cost of Issuance	\$340,000
Underwriters Discount/Underwriters Counsel (f)	\$192,750
Total Uses of Funds	\$8,209,506

(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds.

(b) Developers will fund all costs not covered by the PID Bonds.

(c) See Table III-B and Table IV-D for details.

(d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules.

(e) The PID Bonds will include 16.67 months of capitalized interest.

(f) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.

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Table V-C.1
Neighborhood Improvement Area #2 Assessments
Sources and Uses of Funds – Initial (PID Reimbursement Agreement)

Sources of Funds	Amount
Assessments	\$1,900,000
Owner Contribution (b)	\$977,835
Total Sources of Funds	\$2,877,835
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	\$2,877,835
Other Costs	\$0
Total Uses of Funds	\$2,877,835

(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are

(b) See Table III-C for details.

The Neighborhood Improvement Area #2 Bonds are being issued. As a result, the sources and uses are updated as shown in Table V-C.2 below:

Table V-C.2
Neighborhood Improvement Area #2 Bonds
Sources and Uses of Funds - Updated

Sources of Funds	Amount
Gross Bond Amount	\$1,900,000
Development Agreement Contributions (a)	\$0
Owner Contribution (b)	\$1,401,974
Total Sources of Funds	\$3,301,974
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	\$2,966,841
Other Fund Deposits	
Debt Service Reserve Fund (d)	\$136,133
Cost of Issuance	\$142,000
Underwriters Discount/Underwriters Counsel (e)	\$57,000
Total Uses of Funds	\$3,301,974

(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds.

(b) Developers will fund all costs not covered by the PID Bonds.

(c) See Table III-C and Table IV-E for details.

(d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules.

(e) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.

Table V-D
Neighborhood Improvement Area #3 Bonds
Anticipated Sources and Uses of Funds^(a)

Sources of Funds		Amount
Assessments		\$995,000
Owner Contribution (b)		\$885,673
Total Sources of Funds		\$1,880,673
Uses of Funds		
Project Fund Deposits:		
Authorized Improvements (c)		\$1,880,673
Other Costs		\$0
Total Uses of Funds		\$1,880,673

(a) Preliminary, subject to change.

(b) Owner will fund all costs not covered by the Assessments being levied on the Neighborhood Improvement Area #3 Assessed Property.

(c) See Table III-D for details.

The projected Annual Installments for the first five years after the approval of this SAP update for the Major Improvement Area Bonds are presented in Table V-E. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-E
Major Improvement Area Bonds
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installm
2016-2019	\$60,000	\$574,564	\$116,148	\$19,410	\$29,115	\$0	(\$403,901)	\$395,3
2020	\$60,000	\$156,989	\$26,600	\$6,350	\$9,525	\$0	\$0	\$259,4
2021	\$65,000	\$165,113	\$33,122	\$6,230	\$9,345	\$0	\$0	\$278,8
2022	\$65,000	\$162,106	\$33,785	\$6,100	\$9,150	\$0	\$0	\$276,1
2023	\$70,000	\$159,100	\$34,461	\$5,970	\$8,955	\$0	\$0	\$278,4
2024	\$70,000	\$155,863	\$35,150	\$0	\$14,575	\$0	\$0	\$275,5
Total	\$390,000	\$1,373,734	\$279,266	\$44,060	\$80,665	\$0	(\$403,901)	\$1,763,8

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Bonds and the administration of the PID. The debt service estimates are based on 5.38% interest rate, 0.50% additional interest for the Prepayment Delinquency Reserve and a 30-year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2% per year.

The projected Annual Installments for the first five years after the approval of this SAP update for the Neighborhood Improvement Area #1 Bonds are presented in Table V-F. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-F
Neighborhood Improvement Area #1 Bonds
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
2016-2019	\$200,000	\$1,080,744	\$116,148	\$38,350	\$57,525	\$0	(\$440,494)	\$1,052,4
2020	\$125,000	\$391,569	\$28,600	\$12,416	\$18,624	\$0	\$0	\$476,2
2021	\$125,000	\$308,094	\$33,122	\$12,200	\$18,300	\$0	\$0	\$496,7
2022	\$125,000	\$302,625	\$33,785	\$11,950	\$17,925	\$0	\$0	\$491,2
2023	\$125,000	\$297,156	\$34,461	\$11,700	\$17,550	\$0	\$0	\$485,8
2024	\$150,000	\$291,688	\$35,150	\$0	\$28,625	\$0	\$0	\$505,4
Total	\$850,000	\$2,571,875	\$281,266	\$86,616	\$158,549	\$0	(\$440,494)	\$3,507,9

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Bonds and the administration of the PID. The debt service estimates are based on 5.13% interest rate, 0.50% additional interest for the Prepayment Delinquency Reserve and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2% per year.

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #2 Improvements are presented in Table V-G. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

The Neighborhood Improvement Area #2 Bonds are being issued. As a result, the sources and uses are updated as shown in Table V-G below:

Table V-G
Neighborhood Improvement Area #2 Bonds
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment and Delinquency Reserve	Debt Service Reserve Fund	Annual PID Installments
2020	\$40,000	\$80,000	\$29,600	\$0	\$0	\$149,600
2021	\$40,000	\$68,188	\$25,000	\$9,300	\$0	\$142,488
2022	\$40,000	\$66,988	\$25,500	\$9,100	\$0	\$141,588
2023	\$40,000	\$65,788	\$26,010	\$8,900	\$0	\$140,698
2024	\$40,000	\$64,588	\$26,530	\$8,700	\$0	\$139,818
2025	\$45,000	\$63,388	\$27,061	\$8,500	\$0	\$143,948
Total	\$245,000	\$408,938	\$159,701	\$44,500	\$0	\$858,139

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are calculated using an interest rate of 3.0% for years 2020 through 2025, 3.25% for years 2026 through 2030, 3.75% in years 2031 through 2040 and 3.875% in years 2041 through 2049, 0.50% additional interest for the Prepayment and Delinquency Reserve and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2% per year. The 2020 Annual Installment is based on the reimbursement agreement and includes debt service for the Neighborhood Improvement Area #2 Reimbursement Agreement and the Neighborhood Improvement Area #2 Bonds.

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #3 Improvements are presented in Table V-H. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

The Neighborhood Improvement Area #3 Bonds are being issued. As a result, the sources and uses are updated as shown in Table V-H below:

Table V-H
Neighborhood Improvement Area #3 Bonds
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment and Delinquency Reserve	Debt Service Reserve Fund	Annual PID Installments
2021	\$15,000	\$44,775	\$20,000	\$79,775	\$15,000	\$44,775
2022	\$16,000	\$44,100	\$20,200	\$80,300	\$16,000	\$44,100
2023	\$17,000	\$43,380	\$20,402	\$80,782	\$17,000	\$43,380
2023	\$17,000	\$42,615	\$20,606	\$80,221	\$17,000	\$42,615
2023	\$18,000	\$41,850	\$20,812	\$80,662	\$18,000	\$41,850
2023	\$19,000	\$41,040	\$21,020	\$81,060	\$19,000	\$41,040
Total	\$102,000	\$257,760	\$123,040	\$482,800	\$102,000	\$257,760

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the repayment of the applicable PID Reimbursement Agreement and the administration of the PID. The debt service estimates are calculated using an estimated interest rate of 4.5% and will be updated at the time of levy. Administrative expenses are estimated to increase at a rate of 1% per year.

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VI. TERMS OF THE SPECIAL ASSESSMENTS

A. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Special Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in Appendix A. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iii) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (iv) to cover the Administrative Expenses of the Major Improvement Area.

B. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3

The Special Assessments and Annual Installments for each Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in Appendix B. The Special Assessments and Annual Installments for each Neighborhood Improvement Area #2 Assessed Property are shown on the Neighborhood Improvement Area #2 Assessment Roll in Appendix C-1. The Special Assessments and Annual Installments for each Neighborhood Improvement Area #3 Assessed Property are shown on the Neighborhood Improvement Area #3 Assessment Roll in Appendix C-2.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #1 Assessed Property in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #1 Bonds, (ii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #1 Bonds, (iii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #1 Bonds, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #2 Assessed Property in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #2 Bonds, (ii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #2 Bonds, (iii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #2 Bonds, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #2.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #3 Assessed Property in an amount sufficient to pay (i) the

principal and interest on the Neighborhood Improvement Area #3 Bonds, (ii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #3 Bonds, (iii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #3 Bonds, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #3.

C. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, AND NEIGHBORHOOD IMPROVEMENT AREA #3

Upon Division Prior to Recording of Subdivision Plat

The Special Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as Appendix F (“the Parcel Map”). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5 for each Lot type was added up to calculate the amount of the Special Assessment for each Parcel. For example, as shown for Neighborhood Improvement Area #2 on Table IV-G.3, it includes 170 Lots, as well as the Owner’s Association Special Assessment Allocation. Accordingly, the Special Assessment for all Neighborhood Improvement Area #2 Parcels is \$1,900,000. As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5.

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5.

Upon Subdivision by a Recorded Subdivision Plat

Once a Lot has a Special Assessment applied to it, as shown in Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no

event will such new allocation increase the total Special Assessment for each Lot as identified in Table IV-G.1, Table IV-G.2, Table IV-G.3 and Table IV-G.5.

Upon Consolidation

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

Upon Change from a Commercial Parcel to a Residential Parcel

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Special Assessment that a Lot within its similar Lot type is assessed.

E. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

F. MANDATORY PREPAYMENT OF ASSESSMENTS

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

G. REDUCTION OF SPECIAL ASSESSMENTS

If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property

pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if the City does not undertake some of the Public Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

H. PAYMENT OF SPECIAL ASSESSMENTS

1. Payment in Full

The Special Assessment for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.

Upon payment in full of a Special Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."

At the option of a Parcel or Lot owner, the Special Assessment on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

2. Payment of Annual Installments

If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot

that is not paid in full will be collected in Annual Installments each year in the amounts shown in the applicable Assessment Roll and which includes interest on the outstanding Special Assessment and Administrative Expenses.

The Annual Installments as listed on the Major Improvement Area Assessment Roll, and the Neighborhood Improvement Area #1 Assessment Roll, have been calculated using the applicable interest rates on the Major Improvement Area Bonds of 4.625%, 5.25% and 5.5%, and the applicable interest rates on the Neighborhood Improvement Area #1 Bonds of 4.375%, 5.00% and 5.25%. The Annual Installments shown in the Neighborhood Improvement Area #2 Assessment Roll have been calculated using the applicable interest rates on the Neighborhood Improvement Area #2 Bonds of 3.00%, 3.25, 3.75% and 3.875%. The Annual Installments shown in the Neighborhood Improvement Area #3 Assessment Roll have been calculated using an estimated interest rate on the PID Reimbursement Agreement applicable to Neighborhood Improvement Area #3 of 4.50%. The Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the Neighborhood Improvement Area #3 Assessment Roll (once levied), except pursuant to any amendment or update to this SAP.

The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, shall adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "PID Bonds" for purposes of this SAP.

I. COLLECTION OF ANNUAL INSTALLMENTS

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments before Administrative Expenses for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in

case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Special Assessment against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2017.

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #3 Improvements that benefit the Neighborhood Improvement Area #3 Assessed Property will be due when billed, and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a final subdivision plat in the official public records of the County for the Neighborhood Improvement Area #3 Assessed Property, (ii) upon issuance of the Neighborhood Improvement Area #3 Bonds, or (iii) the second anniversary of the date of Assessment levy.

J. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

K. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA # 1 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area # 1 Bonds remain after all of the Neighborhood Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

L. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA # 2 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area # 2 Bonds remain after all of the Neighborhood Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT ASSESSMENT ROLL

The City Council has evaluated each Parcel in the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owners Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the \$3,235,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements Area Projects, a portion of the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$3,235,000, which is equal to the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Major Improvement Area Assessed Property is \$3,235,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section IV-G. The Major Improvement Area Assessment Roll is attached hereto as Appendix A.

Table VII-A
Major Improvement Area Bonds
Special Benefit Summary

Special Benefit	Total Cost
Major Improvement Area Bonds	
<i>Total Authorized Improvements (a)</i>	<i>\$2,303,000</i>
PID Formation/Bond Costs of Issuance	
Reserve Fund	\$230,663
Capitalized Interest	\$403,901
Underwriter's Discount/Underwriters Counsel	\$97,050
Cost of Issuance	\$200,386
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$932,000</i>
Total Special Benefit	\$3,235,000
Special Benefit	
Total Special Benefit	\$3,235,000
Projected Special Assessment	\$3,235,000
Excess Benefit	\$0

(a) See Table III-A for details.

B. NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. Table VII-B summarizes the \$7,843,556 in special benefit received by the Neighborhood Improvement Area #1 Property from the Neighborhood Improvement Area #1 Projects, a portion of the costs of the PID formation, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$6,425,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$7,843,556 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section IV-G. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as Appendix B.

Table VII-B
Neighborhood Improvement Area #1 Bonds
Special Benefit Summary

Special Benefit	Total Cost
Neighborhood Improvement Area #1 Bonds	
<i>Total Authorized Improvements (a)</i>	<i>\$6,423,000</i>
PID Formation/Bond Costs of Issuance	
Reserve Fund	\$447,313
Capitalized Interest	\$440,494
Underwriter's Discount/Underwriters Counsel	\$192,750
Cost of Issuance	\$340,000
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$1,420,556</i>
Total Special Benefit	\$7,843,556
Special Benefit	
Total Special Benefit	\$7,843,556
Projected Special Assessment	\$6,425,000
Excess Benefit	\$1,418,556

(a) See Table III-B for details.

C. NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's

Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #2 Improvements that benefit the Neighborhood Improvement Area #2 Assessed Property. Table VII-C.2 summarizes the \$2,966,841 in special benefit received by the Neighborhood Improvement Area #2 Assessed Property from the Neighborhood Improvement Area #2 Improvements, a portion of the costs of the PID administration, and costs related to financing the Neighborhood Improvement Area #2 Improvements. The amount of the Neighborhood Improvement Area #2 Improvements to be financed by Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property is \$1,900,000, which is less than the benefit received by the Neighborhood Improvement Area #2 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #2 Assessed Property is \$1,900,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section IV-G. The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as Appendix C-1.

Table VII-C.1
Neighborhood Improvement Area #2 Bonds
Special Benefit Summary (Initial)

Special Benefit	Total Cost
Neighborhood Improvement Area #2 Projects	
<i>Total Authorized Improvements (a)</i>	<i>\$2,877,835</i>
Total Special Benefit	\$2,877,835
Special Benefit	
Total Special Benefit	\$2,877,835
Projected Special Assessment	\$1,900,000
Excess Benefit	\$977,835

Table VII-C.2
Neighborhood Improvement Area #2 Bonds
Special Benefit Summary (Updated)

Special Benefit	Total Cost
Neighborhood Improvement Area #2 Bonds	
<i>Total Authorized Improvements (a)</i>	<i>\$2,966,841</i>
PID Formation/Bond Costs of Issuance	
Reserve Fund	\$136,133
Underwriter's Discount/Underwriters Counsel	\$57,000
Cost of Issuance	\$142,000
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$335,133</i>
Total Special Benefit	\$3,301,974
Special Benefit	
Total Special Benefit	\$3,301,974
Projected Special Assessment	\$1,900,000
Excess Benefit	\$1,401,974

(a) See Table III-C for details.

D. NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #3 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #3 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #3 Projects. Table VII-D summarizes the \$1,880,673 in special benefit received by the Neighborhood Improvement Area #3 Property from the Neighborhood Improvement Area #3 Projects and a portion of the costs of the PID formation. The Special Assessment levied on Neighborhood Improvement Area #3 Assessed Property for the Neighborhood Improvement Area #3 Projects is \$995,000, which is less than the benefit received by the Neighborhood Improvement Area #3 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #3 Assessed Property is \$995,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #3 Assessed Property is calculated based on the allocation methodologies described in Section IV-G. The Neighborhood Improvement Area #3 Assessment Roll is attached hereto as Appendix D.

Table VII-D
Neighborhood Improvement Area #3 Bonds
Special Benefit Summary

Special Benefit	Total Cost
Neighborhood Improvement Area #2 Projects	
<i>Total Authorized Improvements (a)</i>	<i>\$1,880,673</i>
Total Special Benefit	\$1,880,673
Special Benefit	
Total Special Benefit	\$1,880,673
Projected Special Assessment	\$995,000
Excess Benefit	\$885,673

E. FUTURE NEIGHBORHOOD IMPROVEMENT AREA ASSESSMENT ROLL

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Neighborhood Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

F. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); (iv) a listing of the major property owners within the PID; and (v) payments of the Special Assessment, if any, as provided by Section VI.H of this SAP.

The Annual Service Plan Update shall reflect the actual interest on the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, and the PID Reimbursement Agreement applicable to Neighborhood Improvement Area #3, any reduction in the Major Improvement Area Special Assessments, Neighborhood Improvement Area #1 Special Assessments, Neighborhood Improvement Area #2 Special Assessments, Neighborhood Improvement Area #3 Special Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, or the PID Reimbursement Agreement Neighborhood Improvement Area #3.

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners in writing upon appointing a third-party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Assessment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. TERMINATION OF ASSESSMENTS

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. AMENDMENTS

Amendments to the Service and Assessment Plan may be made as permitted or required by the PID Act and Texas law.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Appendix A Major Improvement Area Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
545
\$3,235,000**

Year ¹	Principal	Interest	Administrative Expenses ²	Prepayment and Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment ³
9/30/2016	\$0	\$62,576	\$0	\$0	\$0	(\$62,576)	\$0
9/30/2017	\$0	\$170,663	\$30,600	\$16,175	\$0	(\$170,663)	\$46,775
9/30/2018	\$0	\$170,663	\$31,212	\$16,175	\$0	(\$170,663)	\$47,387
9/30/2019	\$60,000	\$170,663	\$31,836	\$16,175	\$0	\$0	\$278,674
9/30/2020	\$60,000	\$167,888	\$32,473	\$15,875	\$0	\$0	\$276,235
9/30/2021	\$65,000	\$165,113	\$33,122	\$15,575	\$0	\$0	\$278,810
9/30/2022	\$65,000	\$162,106	\$33,785	\$15,250	\$0	\$0	\$276,141
9/30/2023	\$70,000	\$159,100	\$34,461	\$14,925	\$0	\$0	\$278,486
9/30/2024	\$70,000	\$155,863	\$35,150	\$14,575	\$0	\$0	\$275,587
9/30/2025	\$75,000	\$152,625	\$35,853	\$14,225	\$0	\$0	\$277,703
9/30/2026	\$75,000	\$149,156	\$36,570	\$13,850	\$0	\$0	\$274,576
9/30/2027	\$80,000	\$145,688	\$37,301	\$13,475	\$0	\$0	\$276,464
9/30/2028	\$85,000	\$141,488	\$38,047	\$13,075	\$0	\$0	\$277,610
9/30/2029	\$90,000	\$137,025	\$38,808	\$12,650	\$0	\$0	\$278,483
9/30/2030	\$95,000	\$132,300	\$39,584	\$12,200	\$0	\$0	\$279,084
9/30/2031	\$100,000	\$127,313	\$40,376	\$11,725	\$0	\$0	\$279,414
9/30/2032	\$100,000	\$122,063	\$41,184	\$11,225	\$0	\$0	\$274,471
9/30/2033	\$105,000	\$116,813	\$42,007	\$10,725	\$0	\$0	\$274,545
9/30/2034	\$115,000	\$111,300	\$42,847	\$10,200	\$0	\$0	\$279,347
9/30/2035	\$120,000	\$105,263	\$43,704	\$9,625	\$0	\$0	\$278,592
9/30/2036	\$125,000	\$98,964	\$44,578	\$9,025	\$0	\$0	\$277,567
9/30/2037	\$130,000	\$92,400	\$45,470	\$8,400	\$0	\$0	\$276,270
9/30/2038	\$140,000	\$85,250	\$46,379	\$7,750	\$0	\$0	\$279,379
9/30/2039	\$145,000	\$77,550	\$47,307	\$7,050	\$0	\$0	\$276,907
9/30/2040	\$155,000	\$69,575	\$48,253	\$6,328	\$0	\$0	\$279,156
9/30/2041	\$160,000	\$61,050	\$49,218	\$5,550	\$0	\$0	\$275,818
9/30/2042	\$170,000	\$52,250	\$50,203	\$4,750	\$0	\$0	\$277,203
9/30/2043	\$180,000	\$42,900	\$51,207	\$3,900	\$0	\$0	\$278,007
9/30/2044	\$190,000	\$33,000	\$52,231	\$3,000	\$0	\$0	\$278,231
9/30/2045	\$200,000	\$22,550	\$53,275	\$2,050	\$0	\$0	\$277,875
9/30/2046	\$210,000	\$11,550	\$54,341	\$1,050	(\$230,663)	\$0	\$46,278
Total	\$3,235,000	\$3,472,701	\$1,241,383	\$316,553	(\$230,663)	(\$403,903)	\$7,631,071

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming a 5.38% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Celina Wells North PID #3 2020 - Resolution Approving Preliminary SAP and Calling Hearing (4-8 update) (Wells North CDR for

APPENDIX B
NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix B Phase #1 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
337
\$6,425,000**

Year ¹	Principal	Interest	Administrative Expenses ²	Prepayment and Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment ³
9/30/2016	\$0	\$118,181	\$0	\$0	\$0	(\$118,181)	\$0
9/30/2017	\$0	\$322,313	\$30,600	\$32,125	\$0	(\$322,313)	\$62,725
9/30/2018	\$100,000	\$322,313	\$31,212	\$32,125	\$0	\$0	\$485,650
9/30/2019	\$100,000	\$317,938	\$31,836	\$31,625	\$0	\$0	\$481,399
9/30/2020	\$125,000	\$313,563	\$32,473	\$31,125	\$0	\$0	\$502,161
9/30/2021	\$125,000	\$308,094	\$33,122	\$30,500	\$0	\$0	\$496,716
9/30/2022	\$125,000	\$302,625	\$33,785	\$29,875	\$0	\$0	\$491,285
9/30/2023	\$125,000	\$297,156	\$34,461	\$29,250	\$0	\$0	\$485,867
9/30/2024	\$150,000	\$291,688	\$35,150	\$28,625	\$0	\$0	\$505,463
9/30/2025	\$150,000	\$285,125	\$35,853	\$27,875	\$0	\$0	\$498,853
9/30/2026	\$150,000	\$278,563	\$36,570	\$27,125	\$0	\$0	\$492,258
9/30/2027	\$150,000	\$272,000	\$37,301	\$26,375	\$0	\$0	\$485,676
9/30/2028	\$175,000	\$264,500	\$38,047	\$25,625	\$0	\$0	\$503,172
9/30/2029	\$175,000	\$255,750	\$38,808	\$24,750	\$0	\$0	\$494,308
9/30/2030	\$175,000	\$247,000	\$39,584	\$23,875	\$0	\$0	\$485,459
9/30/2031	\$200,000	\$238,250	\$40,376	\$23,000	\$0	\$0	\$501,626
9/30/2032	\$200,000	\$228,250	\$41,184	\$22,000	\$0	\$0	\$491,434
9/30/2033	\$200,000	\$218,250	\$42,007	\$21,000	\$0	\$0	\$481,257
9/30/2034	\$225,000	\$208,250	\$42,847	\$20,000	\$0	\$0	\$496,097
9/30/2035	\$225,000	\$197,000	\$43,704	\$18,875	\$0	\$0	\$484,579
9/30/2036	\$250,000	\$185,750	\$44,578	\$17,750	\$0	\$0	\$498,078
9/30/2037	\$250,000	\$173,250	\$45,470	\$16,500	\$0	\$0	\$485,220
9/30/2038	\$275,000	\$160,125	\$46,379	\$15,250	\$0	\$0	\$496,754
9/30/2039	\$275,000	\$145,688	\$47,307	\$13,875	\$0	\$0	\$481,870
9/30/2040	\$300,000	\$131,250	\$48,253	\$12,500	\$0	\$0	\$492,003
9/30/2041	\$325,000	\$115,500	\$49,218	\$11,000	\$0	\$0	\$500,718
9/30/2042	\$325,000	\$98,438	\$50,203	\$9,375	\$0	\$0	\$483,016
9/30/2043	\$350,000	\$81,375	\$51,207	\$7,750	\$0	\$0	\$490,332
9/30/2044	\$375,000	\$63,000	\$52,231	\$6,000	\$0	\$0	\$496,231
9/30/2045	\$400,000	\$43,313	\$53,275	\$4,125	\$0	\$0	\$500,713
9/30/2046	\$425,000	\$22,313	\$54,341	\$2,125	(\$447,313)	\$0	\$56,466
Total	\$6,425,000	\$6,506,811	\$1,241,383	\$622,000	(\$447,313)	(\$440,494)	\$13,907,383

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming a 5.13% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Celine Wells North PID NIA #3 2020 - Resolution Approving Preliminary SAP and Calling Hearing (4-8 update) (Wells North CDR for

APPENDIX C-1
NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix C-1 Phase #2 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
174
\$1,900,000**

Year	Principal ¹	Interest ^{1,2}	Administrative Expenses ³	Total Annual Installment ⁴
9/1/2020	\$40,000	\$80,000	\$29,600	\$149,600
9/1/2021	\$40,000	\$77,488	\$25,000	\$142,488
9/1/2022	\$40,000	\$76,088	\$25,500	\$141,588
9/1/2023	\$40,000	\$74,688	\$26,010	\$140,698
9/1/2024	\$40,000	\$73,288	\$26,530	\$139,818
9/1/2025	\$45,000	\$71,888	\$27,061	\$143,948
9/1/2026	\$45,000	\$70,313	\$27,602	\$142,915
9/1/2027	\$45,000	\$68,625	\$28,154	\$141,779
9/1/2028	\$45,000	\$66,938	\$28,717	\$140,655
9/1/2029	\$45,000	\$65,250	\$29,291	\$139,541
9/1/2030	\$45,000	\$63,563	\$29,877	\$138,440
9/1/2031	\$50,000	\$61,875	\$30,475	\$142,350
9/1/2032	\$50,000	\$59,750	\$31,084	\$140,834
9/1/2033	\$50,000	\$57,625	\$31,706	\$139,331
9/1/2034	\$50,000	\$55,500	\$32,340	\$137,840
9/1/2035	\$55,000	\$53,375	\$32,987	\$141,362
9/1/2036	\$55,000	\$51,038	\$33,647	\$139,684
9/1/2037	\$60,000	\$48,700	\$34,320	\$143,020
9/1/2038	\$60,000	\$46,150	\$35,006	\$141,156
9/1/2039	\$60,000	\$43,600	\$35,706	\$139,306
9/1/2040	\$60,000	\$41,050	\$36,420	\$137,470
9/1/2041	\$65,000	\$38,500	\$37,149	\$140,649
9/1/2042	\$65,000	\$35,656	\$37,892	\$138,548
9/1/2043	\$70,000	\$32,813	\$38,649	\$141,462
9/1/2044	\$70,000	\$29,750	\$39,422	\$139,172
9/1/2045	\$70,000	\$26,688	\$40,211	\$136,898
9/1/2046	\$75,000	\$23,625	\$41,015	\$139,640
9/1/2047	\$150,000	\$20,344	\$41,835	\$212,179
9/1/2048	\$155,000	\$13,781	\$42,672	\$211,453
9/1/2049	\$160,000	\$7,000	\$43,526	\$210,526
Total	\$1,900,000	\$1,534,944	\$999,406	\$4,434,350

1 - The principal and interest amounts represent the projected debt service requirements of the Series 2019 NIA #2 Bonds.

2 - The interest is calculated using an interest rate of 3.0% for years 2020 through 2025, 3.25% for years 2026 through 2030, 3.75% in years 2031 through 2040 and 3.875% in years 2041 through 2049. The interest amount includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

4-First year Annual Installments are calculated based on the PID Reimbursement Agreement for Neighborhood Improvement Area #2 and includes debt service for the Neighborhood Improvement Area #2 Reimbursement Agreement and the Neighborhood Improvement Area #2 Bonds.

APPENDIX C-2
PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Appendix C-2
Proposed NIA #3 Assessment Roll

Parcel Units Assessment	All Parcels 60 \$995,000			
Year¹	Principal	Interest	Administrative Expenses²	Total Annual Installment³
9/30/2021	\$15,000	\$44,775	\$20,000	\$79,775
9/30/2022	\$16,000	\$44,100	\$20,200	\$80,300
9/30/2023	\$17,000	\$43,380	\$20,402	\$80,782
9/30/2024	\$17,000	\$42,615	\$20,606	\$80,221
9/30/2025	\$18,000	\$41,850	\$20,812	\$80,662
9/30/2026	\$19,000	\$41,040	\$21,020	\$81,060
9/30/2027	\$20,000	\$40,185	\$21,230	\$81,415
9/30/2028	\$21,000	\$39,285	\$21,443	\$81,728
9/30/2029	\$22,000	\$38,340	\$21,657	\$81,997
9/30/2030	\$23,000	\$37,350	\$21,874	\$82,224
9/30/2031	\$25,000	\$36,315	\$22,092	\$83,407
9/30/2032	\$26,000	\$35,190	\$22,313	\$83,503
9/30/2033	\$27,000	\$34,020	\$22,313	\$83,333
9/30/2034	\$29,000	\$32,805	\$22,313	\$84,118
9/30/2035	\$30,000	\$31,500	\$22,313	\$83,813
9/30/2036	\$31,000	\$30,150	\$22,313	\$83,463
9/30/2037	\$33,000	\$28,755	\$22,313	\$84,068
9/30/2038	\$35,000	\$27,270	\$22,313	\$84,583
9/30/2039	\$36,000	\$25,695	\$22,313	\$84,008
9/30/2040	\$38,000	\$24,075	\$22,313	\$84,388
9/30/2041	\$40,000	\$22,365	\$22,313	\$84,678
9/30/2042	\$42,000	\$20,565	\$22,313	\$84,878
9/30/2043	\$44,000	\$18,675	\$22,313	\$84,988
9/30/2044	\$46,000	\$16,695	\$22,313	\$85,008
9/30/2045	\$48,000	\$14,625	\$22,313	\$84,938
9/30/2046	\$50,000	\$12,465	\$22,313	\$84,778
9/30/2047	\$53,000	\$10,215	\$22,313	\$85,528
9/30/2048	\$55,000	\$7,830	\$22,313	\$85,143
9/30/2049	\$58,000	\$5,355	\$22,313	\$85,668
9/30/2050	\$61,000	\$2,745	\$22,313	\$86,058
Total	\$995,000	\$850,230	\$655,291	\$2,500,521

1- The principal and interest amounts are calculated using estimated interest rate of 4.50% and will be updated upon the levy of Assessments on the NIA #3 Assessed Property.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

APPENDIX E
LEGAL DESCRIPTION FOR PARCELS WITHIN THE PID

Appendix F

Legal Descriptions for Parcels within PID

LAND DESCRIPTION ENTIRE PID PROPERTY (approximately 244.136 acres)

TRACT 1:

233.738 ACRES

BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No. 2005-0005697, Official Public Records of Real Property of Collin County, Texas, said tract also being part of a tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343, Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in County Road No. 88 at the northeast corner of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGT CR 2C FL-2, LLC, recorded in Instrument No. 20130829001223660, Official Public Records of Collin County;

THENCE along the east line of said 35.814 acre tract, South 00°33'04" East, a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found in the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District, recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;

THENCE departing the said east line of called 35.814 acre tract, along the south right-of-way line of said County Road No. 88 and the north line of said 75.0000 acre tract, the following courses and distances:

North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for corner at the beginning of a tangent curve to the right with a radius of 1,356.38 feet, a central angle of 39°54'51" and a chord bearing and distance of South 70°24'31" East, 925.91 feet;

In a southeasterly direction along said curve, an arc distance of 944.90 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a reverse curve to the left with a radius of 1,396.84 feet, a central angle of 40°11'41" and a chord bearing and distance of South 70°32'56" East, 959.96 feet for the northeast corner of said 75.000 acre tract and the POINT OF BEGINNING;

THENCE continuing along the south right-of-way line of said County Road No. 88, the following courses and distances:

In a southeasterly direction along said curve, an arc distance of 979.93 feet to a 5/8" iron rod with "KHA" cap found at the end of said curve;

North 89°21'13" East, a distance of 22.58 feet (Deed 22.79') to a 5/8" iron rod with "KHA" cap found for corner in the west line of a called 115.503 acre tract of land described in Special Warranty Deed to Westgate 115 Investors, L.P., recorded in Instrument No. 20130621000869270, Official Public Records of Collin County, Texas; from said point a 1/2" iron rod with "Metroplex 1849" cap found for witness bears North 00°55'47" West, a distance of 6.25 feet;

THENCE along the said west line of called 115.503 acre tract, South 00°55'47" East, at a distance of 1,949.66 feet, passing a 1/2" iron rod with "Metroplex 1849" cap found, continuing along the west line of said 115.503 acre tract, at a distance of 3,612.06 feet, passing the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20080310000279150, Official Public Records of Collin County, Texas, continuing along the west line of said Wood tract, at a distance of 4,075.82 feet, passing a 1/2" iron rod found at the southwest corner of said Wood tract and the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas, continuing with the west line of the second referenced Wood tract, in all a total distance of 4,629.12 feet to a 5/8" iron rod with "KHA" cap found for corner in County Road No. 83;

THENCE departing the said west line of the second reference Wood tract and along the north right-of-way line of County Road No. 83 and the north line of a called 76.69 acre tract of land described in Special Warranty Deed to Collin County Investments, Ltd., recorded in Volume 5419, Page 2461, Official Public Records of Collin

County, Texas, South 89°30'11" West, a distance of 2,678.92 feet (Deed calls 2,663.76 feet) to a PK nail found for the southeast corner of The Carter Ranch Phase III, an addition to the City of Celina according to the plat recorded in Cabinet 2006, Page 460 of the Map Records of Collin County, Texas and in Instrument No. 20060714010003020, of Official Public Records of Collin County, Texas;

THENCE North 00°33'04" West, at a distance of 58.02 feet, passing the southeast corner of Lot IX, Block B, said The Carter Ranch Phase III, continuing along the east line of said Block B, at a distance of 1,052.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast corner of Lot 26 of said Block B and the southeast corner of the east terminus of Andalusian Trail (a 50-foot wide right-of-way), continuing along the said east terminus of Andalusian Trail, at a distance of 1,102.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast corner of the said east terminus of Andalusian Trail and the southeast corner of Lot 20, Block L, said The Carter Ranch Phase III, continuing along the east line of said Block L, at a distance of 1,801.02 feet, passing the northeast corner of Lot 1X, of said Block L and the southeast corner of the east terminus of Carter Ranch Boulevard (an 80-foot wide right-of-way), continuing along the said east terminus of Carter Ranch Boulevard, at a distance of 1,881.02 feet, passing the northeast corner of said terminus of Carter Ranch Boulevard and the southeast corner of Lot Z-1, Block Z, The Carter Ranch Phase IIA, an addition to the City of Celina, Texas according to the plat recorded in Cabinet 2007, Page 292, Map Records of Collin County, Texas and in Instrument No. 20070531010001890, Official Public Records of Collin County, Texas, continuing along the east line of said

Block Z, at a distance of 3,149.24 feet to a 5/8" iron rod with "KHA" cap found for the southwest corner of aforesaid called 75.000 acre tract;

THENCE along the south line of said 75.000 acre tract, North 89°26'56" East, a distance of 1,665.00 to a 5/8" iron rod with "KHA" cap found at the southeast corner of said 75.000 acre tract;

THENCE, along the east line of said 75.000 acre tract, the following courses and distances:

North 00°33'04" West, a distance of 242.54 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left having a central angle of 23°51'09", a radius of 1,000.00 feet, a chord bearing and distance of North 12°28'39" West, 413.30 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 416.30 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 24°24'13" West, a distance of 239.76 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the right having a central angle of 63°57'09", a radius of 750.00 feet, a chord bearing and distance of North 7°34'21" East, 794.35 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 837.13 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 39°32'55" East, a distance of 200.00 feet to the POINT OF BEGINNING and containing 233.738 acres or 10,181,614 square feet of land, more or less.

TRACT 2 10.3980 ACRES

BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No.

2005-0005697, Official Public Records of Real Property of Collin County, Texas, and also being part of the tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343 of the Deed Records of Collin County, Texas; said tract also being all of the same resultant tract of land defined by the Right-of-Way Dedication to Collin County recorded in Instrument No. 20061122001662300, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in County Road No. 88 at the northeast corner of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGT CR 2C FL-2, LLC recorded in Instrument No. 20130829001223660, Official Public Records of Collin County, Texas;

THENCE along the east line of said 35.814 acre tract, South 00°33'04" East a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found on the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;

THENCE, along the south right-of-way line of County Road No. 88 and north line of said 75.0000 acre tract, North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for the point of beginning of a tangent curve to the right;

THENCE, departing the said south right-of-way line of County Road No. 88 and north line of called 75.000 acre tract, South 88°48'06" West, a distance of 511.14 feet to a 5/8" iron rod with "KHA" cap set for corner on a north right-of-way line of said County Road No. 88 for the POINT OF BEGINNING;

THENCE along a south right-of-way line of said County Road No. 88, the following courses and distances:

North 00°50'34" West, a distance of 25.47 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 89°09'26" East, a distance of 1,192.91 feet to a 5/8" iron rod with "KHA" cap found for corner at the northern most end of a right-of-way corner clip at the intersection of said south right-of-way line and the west right-of-way line of County Road No. 86 (a variable width right-of-way);

THENCE along said right-of-way corner clip, South 45°30'03" East, a distance of 70.29 feet to a 5/8" iron rod with "KHA" cap found for corner at the southernmost end of said corner clip;

THENCE along the said west right-of-way line of County Road No. 86, South 00°09'32" East, a distance of 533.28 feet to a 5/8" iron rod with "KHA" cap found for corner at the intersection of the said west right-of-way line of County Road No. 86 and the north right-of-way line of County Road No. 88; said point also being at the beginning of a non-tangent curve to the right having a radius of 1,316.84 feet, a central angle of 39°15'29", a chord bearing and distance of North 70°04'50" West, 884.73 feet;

THENCE along the said north right-of-way line of County Road No. 88, the following courses and distances:

In a northwesterly direction, along said curve, an arc distance 902.28 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a reverse curve to the left with a radius of 1,436.38 feet, a central angle of 19°04'36", and a chord bearing and distance of North 59°59'23" West, 476.04 feet;

In a northwesterly direction, along said curve, an arc distance of 478.24 feet to the POINT OF BEGINNING and containing 10.3980 acres or 452,936 square feet of land.

LAND DESCRIPTION

Neighborhood Improvement Area #1
(approximately 91.35 acres)

WHEREAS Bluewood Phase 1, LLC, Celina Development North, LLC, and Celina Independent School District are the owners of a tract of land situated in the John Cahill Survey, Abstract No. 171, and in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being a portion of a tract of land described in instrument to Bluewood Phase 1, LLC, recorded in Document No. 20161114001545920 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being a portion of a tract of land described in instrument to Celina Development North, LLC, recorded in Document No. 20160324000349770, O.P.R.C.C.T., and also being a portion of Streets 1, 2, and 3 as described in instrument to the City of Celina, recorded in Document No. 20160421000479030 and corrected in Document No. 20160831001160750, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars Cap at the southwest corner of a called 75.0000 acre tract of land described in instrument to Collin County Community College District, recorded under Document No. 20090818001039820, O.P.R.C.C.T., and being in the east line of The Carter Ranch Phase IIA, an addition to the City of Celina, Texas, recorded in Cabinet 2007, Page 292 of the Map Records of Collin County Texas (M.R.C.C.T.);

THENCE, North 89 degrees 26 minutes 56 seconds East along the south line of said Collin County Community College District tract, passing at a distance of 1,665.00 feet a 5/8 inch iron rod found with plastic cap stamped □□□□ at the southeast corner of said Collin County Community College District tract, in all a total distance of 1,704.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 115.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 56 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 117.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 82 degrees 37 minutes 23 seconds East, a distance of 74.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 67 degrees 33 minutes 04 seconds East, a distance of 245.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 74 degrees 01 minute 18 seconds East, a distance of 28.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 80 degrees 47 minutes 31 seconds East, a distance of 48.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 04 minutes 13 seconds East, a distance of 263.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 55 minutes 47 seconds West, a distance of 6.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 04 minutes 13 seconds East, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 55 minutes 47 seconds East, a distance of 550.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 55 minutes 47 seconds East, a distance of 36.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 55 minutes 47 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 310.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 27 minutes 31 seconds West, a distance of 47.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 76 degrees 22 minutes 01 second West, a distance of 44.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 67 degrees 33 minutes 04 seconds West, a distance of 249.83 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 83 degrees 14 minutes 35 seconds West, a distance of 41.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 56 seconds West, a distance of 121.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 118.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 91.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 34 degrees 30 minutes 10 seconds East, a distance of 131.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 07 degrees 51 minutes 53 seconds, a radius of 303.50 feet, subtended by a 41.63 foot chord which bears South 69 degrees 33 minutes 11 seconds East;

THENCE, along said curve to the left an arc distance of 41.66 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 14.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 03 degrees 36 minutes 42 seconds, a radius of 317.50 feet, subtended by a 20.01 foot chord which bears South 75 degrees 17 minutes 29 seconds East;

THENCE, along said curve to the left an arc distance of 20.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 65.11 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the right having a central angle of 02 degrees 59 minutes 50 seconds, a radius of 382.50 feet, subtended by a 20.01 foot chord which bears North 74 degrees 59 minutes 03 seconds West;

THENCE, along said curve to the right an arc distance of 20.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 32.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 350.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 41 degrees 31 minutes 49 seconds West, a distance of 11.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 106.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 230.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 39.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 20 degrees 43 minutes 47 seconds, a radius of 540.00 feet, subtended by a 194.31 foot chord which bears South 09 degrees 52 minutes 04 seconds West;

THENCE, along said curve to the right an arc distance of 195.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 21.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 247.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 247.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 43.39 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 109.05 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 193.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 13.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 130.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the north right of way line of County Road 83 (70 foot wide right of way) as described in instrument to the City of Celina, recorded in Document No. 20160421000479030 , O.P.R.C.C.T;

THENCE, South 89 degrees 30 minutes 11 seconds West, along the north right of way line of said County Road 83, a distance of 632.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, departing the north right of way line of said County Road 83, a distance of 28.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 120.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 304.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 96.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 25 degrees 00 minutes 00 seconds, a radius of 225.00 feet, subtended by a 97.40 foot chord which bears South 77 degrees 59 minutes 49 seconds East;

THENCE, along said curve to the right an arc distance of 98.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 93.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 281 degrees 58 minutes 50 seconds, a radius of 60.00 feet, subtended by a 75.53 foot chord which bears North 38 degrees 53 minutes 19 seconds East;

THENCE, along said curve to the left an arc distance of 295.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 115.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 50.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 115.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 123.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 237.62 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 79 degrees 43 minutes 51 seconds West, a distance of 50.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 395.96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 108.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 45 degrees 29 minutes 49 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 22.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 22.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 45 degrees 29 minutes 49 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 215.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 25.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 30.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 120.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the east line of The Carter Ranch Phase III, an addition to the City of Celina, Texas, recorded in Cabinet 2006, Page 460, M.R.C.C.T. ;

THENCE, along the easterly lines of The Carter Ranch Phase III, an addition to the City of Celina, Texas, recorded in Cabinet 2006, Page 460, M.R.C.C.T., and said Carter Ranch Phase IIA, North 00 degrees 33 minutes 04 seconds West, passing at a distance of 1,199.00 feet a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of Carter Ranch Road (an 80 foot right of way), as shown on said Carter Ranch IIA plat, in all a total distance of 2,467.11 feet to the POINT OF BEGINNING and CONTAINING 103.35 acres of land, more or less.

SAVE & EXCEPT TRACT

BEING all of a 12.00 acre tract of land described in instrument to Celina Independent School District, recorded in Document No. 20160404000401310, O.P.R.C.C.T.,

GROSS AREA - 103.35 Acres

NET AREA - 91.35 Acres

LAND DESCRIPTION

Neighborhood Improvement Area #2
(approximately 33.60 acres)

WHEREAS BLUEWOOD PHASE 2A, is the owner of a tract of land situated in the J. Cahill Survey, Abstract No. 171, City of Celina, Collin County, Texas, the subject tract being a portion of a tract conveyed to Celina Development North, LLC, as described by deed recorded in Document No. 20160609000720900 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap found for an inset corner of Bluewood Phase 1, an addition recorded in Cabinet 2017, Page 745, Plat Records, Collin County, Texas (PRCCT), being the southwest corner of Lot 1, Block H thereof;

THENCE along the common line of Bluewood Phase 1, the following:

N 89°27'08" E, 121.21 feet;

S 83°14'23" E, 41.23 feet;

S 67°32'52" E, 249.83 feet;

S 76°21'49" E, 44.00 feet to a 5/8" iron rod with plastic cap found;

S 86°27'19" E, 47.78 feet to a 5/8" iron rod with plastic cap found;

N 89°04'25" E, 310.00 feet to a 5/8" iron rod with plastic cap found;

S 00°55'35" E, 20.00 feet;

N 89°04'25" E, 50.00 feet;

N 00°55'35" W, 36.87 feet to a 5/8" iron rod with plastic cap found;

And N 89°04'25" E, 117.07 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for southeasterly corner of Bluewood Phase 1, and being on the west line of a tract conveyed to Westgate HS Celina Investments LP, recorded in Document No. 20171219001670750 DRCCT;

S 00°55'35" E, along the west line thereof, passing at 1188.54 a southwest corner thereof, and being the northwest corner of a tract conveyed to City of Celina, recorded in Document No. 20170710000893950 DRCCT, and continuing along the west line thereof a total distance of 1327.59 feet;

THENCE departing the west line thereof, the following:

S 89°04'25" W, 117.07 feet;

N 00°55'35" W, 95.09 feet;

S 89°04'25" W, 616.70 feet;

A tangent curve to the left having a central angle of 13°01'11", a radius of 360.00 feet, a chord of S 82°33'50" W - 81.63 feet, an arc length of 81.81 feet;

S 76°03'15" W, 67.87 feet;

A tangent curve to the right having a central angle of 13°27'09", a radius of 640.00 feet, a chord of S 82°46'49" W - 149.92 feet, an arc length of 150.26 feet;

S 89°30'23" W, 97.22 feet;

And a tangent curve to the right having a central angle of 26°55'32", a radius of 500.00 feet, a chord of N 77°01'51" W - 232.81 feet, an arc length of 234.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the east line of Bluewood Phase 1;

THENCE along an easterly line of Bluewood Phase 1, the following:

N 24°30'23" E, 123.22 feet;

S 65°29'37" E, 21.50 feet;

N 24°30'23" E, 50.00 feet;

N 65°29'37" W, 23.00 feet;

A non-tangent curve to the left having a central angle of 20°43'47", a radius of 540.00 feet, a chord of N 09°52'16" E - 194.31 feet, an arc length of 195.37 feet;

N 00°29'37" W, 39.54 feet;

N 89°30'23" E, 20.00 feet;

N 00°29'37" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

N 00°29'37" W, 230.00 feet;

N 89°30'23" E, 20.00 feet;

N 00°29'37" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

N 00°29'37" W, 106.49 feet;

N 41°32'01" E, 11.46 feet;

N 89°30'23" E, 350.07 feet;

N 16°31'04" E, 32.14 feet;

A non-tangent curve to the left having a central angle of 02°59'50", a radius of 382.50 feet, a chord of S 74°58'51" E - 20.01 feet, an arc length of 20.01 feet;

N 16°31'04" E, 65.11 feet;

A non-tangent curve to the right having a central angle of 03°36'42", a radius of 317.50 feet, a chord of N 75°17'16" W - 20.01 feet, an arc length of 20.01 feet;

N 16°31'04" E, 14.00 feet;

A non-tangent curve to the right having a central angle of 07°51'53", a radius of 303.50 feet, a chord of N 69°32'59" W - 41.63 feet, an arc length of 41.66 feet;

N 34°29'58" W, 131.20 feet;

N 00°32'52" W, 91.43 feet;

N 89°30'23" E, 20.00 feet;

N 00°32'52" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

And N 00°32'52" W, 118.50 feet to the POINT OF BEGINNING with the subject tract containing 1,463,444 square feet or 33.596 acres of land.

LAND DESCRIPTION

Neighborhood Improvement Area #3
(approximately 13.420 acres)

BEING a tract of land situated in the J. Cahill Survey, Abstract No. 171, City of Celina, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Celina Development North, LLC according to the deed recorded in Document No. 20160609000720900 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at the northwest corner of a right-of-way dedication for County Road 83, also known as Ownsby Parkway, recorded in Document No. 20160421000479030 DRCCT, also being on the east line of The Carter Ranch Phase III, an addition recorded in Cabinet 2006, Page 461 of the Plat Records, Collin County, Texas;

THENCE N 00°32'52" W, 612.13 feet along the east line of The Carter Ranch Phase III to the southwest corner of Bluewood Phase I, an addition recorded in Cabinet 2017, Page 745 and amended in Cabinet 2019, Page 182 PRCCT;

THENCE along the common line thereof, the following:

N 89°30'23" E, 120.57 feet;
S 00°29'37" E, 30.13 feet;
N 89°30'23" E, 50.00 feet;
N 00°29'37" W, 25.00 feet;
N 44°30'23" E, 14.14 feet;
N 89°30'23" E, 215.00 feet;
S 45°29'37" E, 14.14 feet;
S 00°29'37" E, 22.00 feet;
N 89°30'23" E, 50.00 feet;
N 00°29'37" W, 22.00 feet;
N 44°30'23" E, 14.14 feet;
N 89°30'23" E, 23.00 feet;
N 00°29'37" W, 50.00 feet;
S 89°30'23" W, 23.00 feet;
N 45°29'37" W, 14.14 feet;
N 00°29'37" W, 108.50 feet;
N 89°30'23" E, 395.96 feet to a 5/8" iron rod with plastic cap found;
S 79°43'39" E, 50.24 feet to a 5/8" iron rod with plastic cap found;
S 65°29'37" E, 237.62 feet;

S 24°30'23" W, 123.50 feet;

N 65°29'37" W, 20.00 feet;

S 24°30'23" W, 50.00 feet;

S 65°29'37" E, 20.00 feet to a 5/8" iron rod with plastic cap found;

S 24°30'23" W, 115.71 feet;

N 65°29'37" W, 17.43 feet;

S 24°30'23" W, 127.42 feet;

Around a non-tangent curve to the right having a central angle of 245°25'50", a radius of 60.00 feet, a chord of S 77°00'39" W - 100.96 feet, an arc length of 257.01 feet;

N 65°29'37" W, 64.61 feet;

Around a tangent curve to the left having a central angle of 25°00'00", a radius of 225.00 feet, a chord of N 77°59'37" W - 97.40 feet, an arc length of 98.17 feet;

S 89°30'23" W, 96.57 feet;

S 00°29'37" E, 310.00 feet;

S 89°30'23" W, 120.00 feet;

And S 00°29'37" E, 22.00 feet to a 5/8" iron rod with plastic cap found on the north line of County Road 83;

THENCE S 89°30'23" W, 454.99 feet along the north line thereof to the POINT OF BEGINNING with the subject tract containing 584,580 square feet or 13.420 acres of land.

APPENDIX G
TAX RATE AND LEVERAGE SCHEDULE

Appendix E
Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, and Neighborhood Improvement Area #3
Tax Rate Equivalent (TRE) and Leverage per Projected Assessed Value and Projected Lot Value

Lot Size	Units/SF	Projected AV per Unit/SF	Projected Lot Value per Unit/SF	Total Assessment per Unit/SF	Annual Installment Per Unit/SF	TRE (per \$100 AV)	TRE (per \$100 Lot Value)	Leverage (AV)	Leverage (Lot Value)
<i>Phase #1</i>									
50'	184	\$312,326	\$62,465	\$17,318	\$1,309	\$0.42	\$2.10	18.03	
60'	149	\$371,670	\$74,334	\$20,609	\$1,558	\$0.42	\$2.10	18.03	
70'	4	\$466,200	\$93,240	\$25,851	\$1,954	\$0.42	\$2.10	18.03	
<i>Phase #2</i>									
50'	174	\$312,500	\$62,500	\$15,532	\$1,248	\$0.40	\$2.00	20.12	
60'		\$0	\$0	\$0	\$0	\$0.00	\$0.00	0.00	
70'		\$0	\$0	\$0	\$0	\$0.00	\$0.00	0.00	
<i>Phase #3</i>									
50'	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
60'	58	\$414,000	\$72,000	\$22,790	\$1,865	\$0.45	\$2.59	18.17	
70'	2	\$448,500	\$78,000	\$24,689	\$2,021	\$0.45	\$2.59	18.17	
<i>Phase #4</i>									
50'	68	\$331,250	\$65,000	\$5,135	\$442	\$0.13	\$0.68	64.51	
60'	57	\$397,500	\$78,000	\$6,162	\$531	\$0.13	\$0.68	64.51	
70'	20	\$422,500	\$83,000	\$6,549	\$564	\$0.13	\$0.68	64.51	
<i>Phase #5</i>									
50'	1	\$325,000	\$66,250	\$5,038	\$434	\$0.13	\$0.66	64.51	
60'	119	\$390,000	\$79,500	\$6,046	\$521	\$0.13	\$0.66	64.51	
70'	26	\$415,000	\$84,500	\$6,433	\$554	\$0.13	\$0.66	64.51	
Commercial	61,855	\$115	\$29	\$1.78	\$0.15	\$0.13	\$0.53	64.51	
Commercial	90,605	\$115	\$29	\$1.78	\$0.15	\$0.13	\$0.53	64.51	

APPENDIX H
PID MAP

Attachment: Celina Wells North PID NIA #3 2020 - Resolution Approving Preliminary SAP and Calling Hearing (4-8 update) (Wells North CDR for



**Neighborhood Improvement Areas 3, 4, And 5
Are Preliminary And Subject To Change.**

EXHIBIT B
CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on May 12, 2020 at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. In the event that the City Council will be unable to meet at the City Council Chambers on May 12, 2020, the City will post on its website, www.celina-tx.gov, information for persons to attend the meeting by telephone, videoconference or other electronic means. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Neighborhood Improvement Area #3 of the Wells North Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed Authorized Improvements to be undertaken at this time (the "Neighborhood Improvement Area #3 Improvements") include road improvements, water distribution system improvements, sanitary sewer system improvements, storm drainage system improvements, and costs related to the establishment, administration and operation of the District.

The total costs of the Neighborhood Improvement Area #3 Improvements, including administrative costs and the costs of issuing bonds, is \$1,880,673.

The boundaries of the District include approximately 244.136 acres of land generally located in the area encompassed directly south of CR 88 and CR 1224, directly north of CR 83, to the west of CR 86, and to the east of Preston Road, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessment within Neighborhood Improvement Area #3 of the District will be considered at the public hearing.

A copy of the proposed Neighborhood Improvement Area #3 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Neighborhood Improvement Area #3 of the District that benefits from the Neighborhood Improvement Area #3 Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.



Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: County Road 94 name change

Action Requested:

Consider and act upon 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. (Colakovic)

Background Information:

County Road 94, from N Preston Rd to the most Eastern boundary of Celina Tork LTD Property, shall become Lynn Stambaugh Pkwy,

County Road 94, from the most Western boundary of Craig James Enterprises Inc property to the most Eastern boundary of Waddell Lee property, shall become Lynn Stambaugh Pkwy

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution

Staff Recommendation:



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: 20-02 Annexation First Public Hearing

Action Requested:

The Celina City Council will conduct the first of three public hearings to annex approximately 59 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-02 Annexation First Public Hearing) (Mohan)

- 1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
- 2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
- 3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
- 4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
- 5) Denton CAD Property ID 196342, being an approximate 5.51 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 5A; generally located approximately 1,500 feet south of FM 428 and approximately 3,600 feet east of FM 1385,
- 6) Denton CAD Property ID 515317, being an approximate 1.78 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 4A;

generally located approximately 800 feet south of FM 428 and approximately 2,700 feet east of FM 1385,

- 7) Denton CAD Property ID 75818, being an approximate 3.574 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 2, and Abstract No. 1106 in the Old DCAD Survey, Tract 3C, 4B, 5B; generally located south of FM 428 and approximately 2,300 feet east of FM 1385,
- 8) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,
- 9) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road,
- 10) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and
- 11) Collin CAD Property ID 2647903, being an approximate 3.23 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 12; generally located at southwest corner of Custer Road and Sunset Boulevard.

Background Information:

The purpose of the public hearing is to annex certain properties in alignment with the City's growth strategies and per the direction from the City Council.

Below is the anticipated annexation schedule for the properties:

~~March 10, 2020 - City Council acts on a resolution to set the public hearing dates.~~

April 14, 2020 - First Public Hearing to be held.

September 2020 - Petition Verification

October 13, 2020 - Second Public Hearing to be held.

November 10, 2020 - Third Public Hearing and annexation ordinance adoption.

Board Review/Citizen Input:

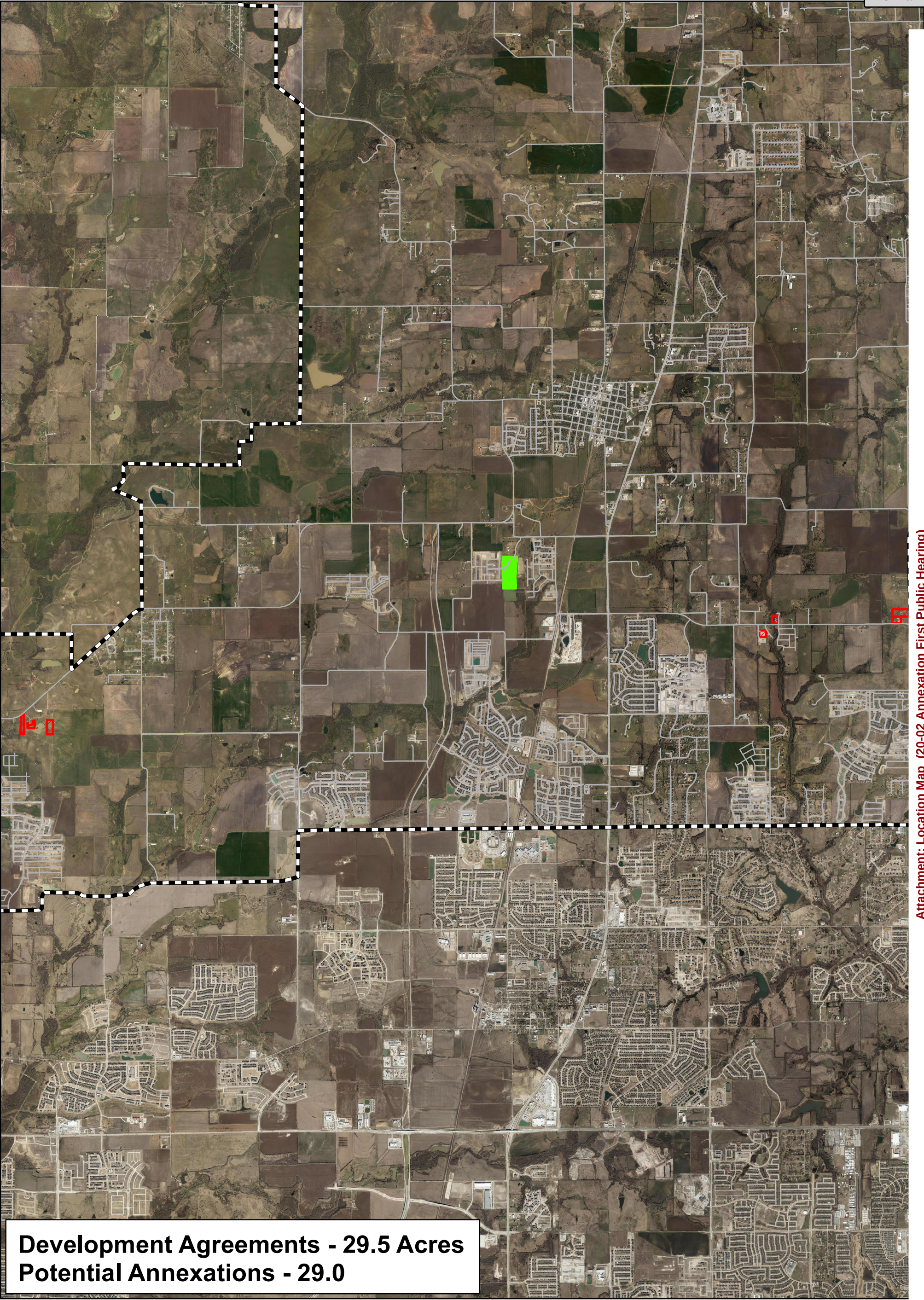
Notice of the first public hearing was published in *The Celina Record* on April 3, 2020.

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (20-02 Annexation First Public Hearing)

Development Agreements - 29.5 Acres
Potential Annexations - 29.0

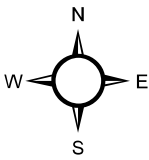


Potential Annexations City of Celina

Date: 3/3/2020

Legend

- Ultimate Boundary
- Roads
- Development Agreements
- Potential Annexations



0 4,550 9,100
Feet

Annexation 20-02

City Council

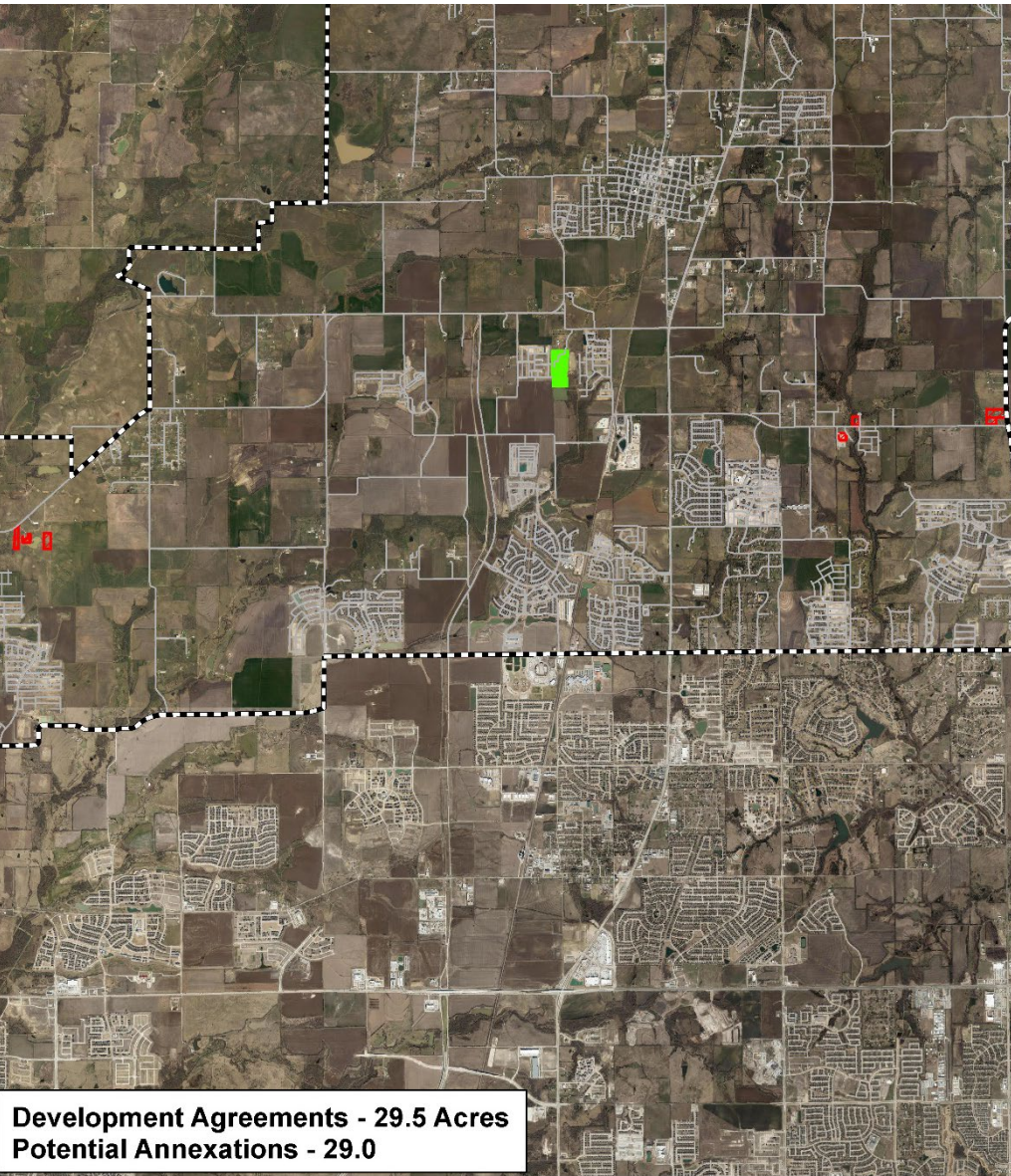
April 14, 2020

Annexation Map

Legend

- Roads
- Petitions
- Proposed
- Parcels

Attachment: Staff Presentation (20-02 Annexation First Public Hearing)



Annexation Timeline

- ~~March 10, 2020 – Annexation Resolution~~
- April 14, 2020 – 1st Public Hearing
- September 2020 – Petition Verification
- October 2020 – 2nd Public Hearing
- November 2020 – 3rd Public Hearing and Annexation Ordinance adoption

Recommendation

- Staff recommends approval



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Public Works Service Center Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 36 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 4,000 feet east of Preston Road and south of future Carl Darnall Parkway. (Public Works Service Center Annexation) (Mohan)

Owner:

City of Celina
 142 N. Ohio Street
 Celina, Texas 75009

Background Information:

The property is approximately 36 acres and is the location of the City's existing Public Works Service Center. The property is currently within the Extraterritorial Jurisdiction (ETJ). The annexation ordinance will be considered for adoption concurrently with the associated zoning.

Board Review/Citizen Input:

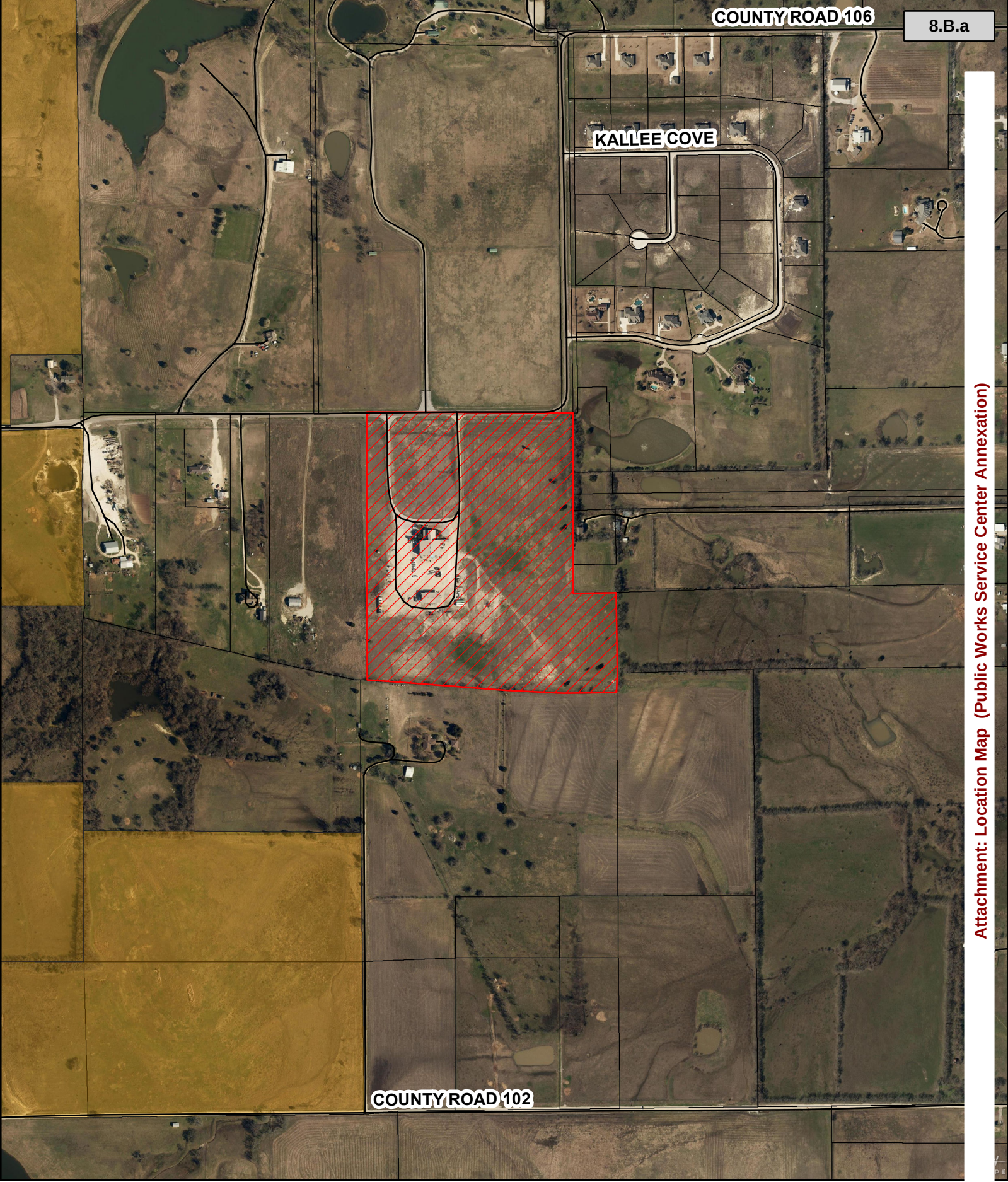
A notice of the public hearing was published in *The Celina Record* on April 3, 2020.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

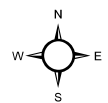
Staff recommends approval.



Attachment: Location Map (Public Works Service Center Annexation)

Legend

- Roads
-  PublicWorks
-  City Limits
-  Parcels

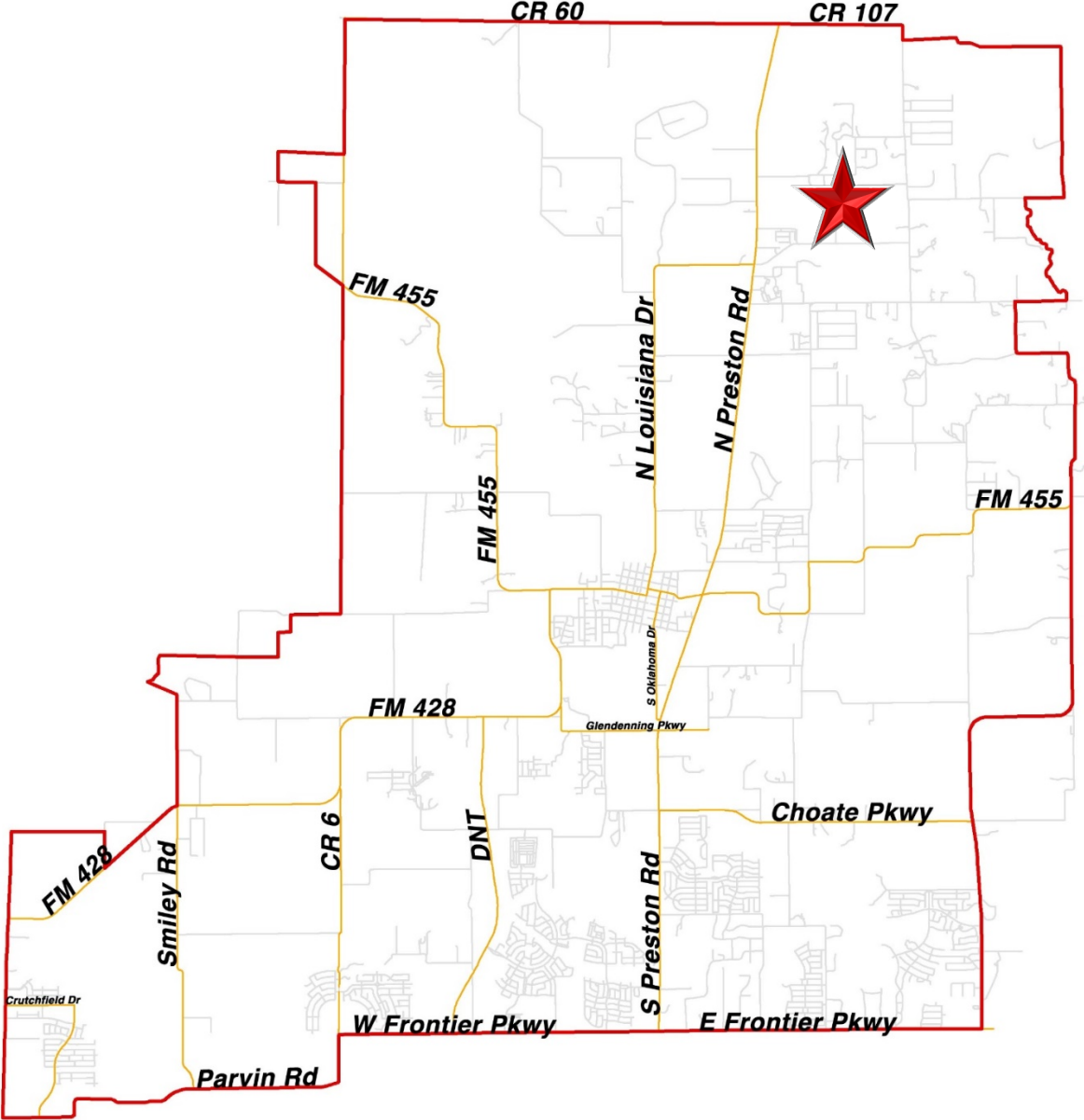


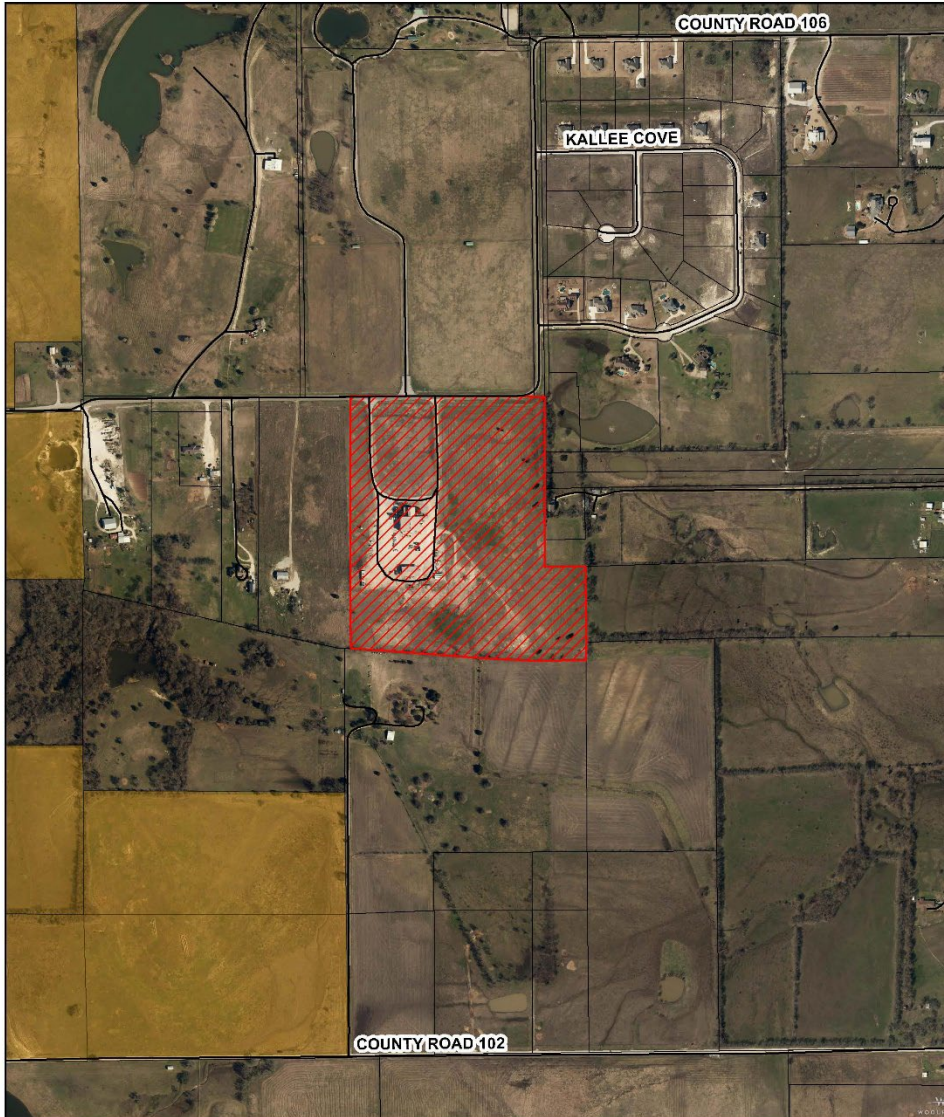
Public Works Service Center

Annexation & Zoning

City Council

April 14, 2020





Location Map

The subject property is generally located east of future Coit Road and south of CR 106

Background

- The property is approximately 36 acres and is the location of the City's Public Works Service Center
- The property is currently in the Extraterritorial Jurisdiction (ETJ)
- The request is to annex and zone the property to Community Facilities District (CF)

Policy Considerations

- CF is an appropriate zoning designation for the subject property
- The associated zoning request will be considered concurrently by the City Council this evening

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its March 17th regular meeting
- Staff recommends approval of both the Annexation and Zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
PUBLIC WORKS SERVICE CENTER C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 36 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED APROXIMATELY 4,000 FEET EAST OF PRESTON ROAD AND SOUTH OF FUTURE CARL DARNALL PARKWAY AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING 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 CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; 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 (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of April, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); 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 notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 3rd day of April, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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 and any and all adjacent rights-of-way, 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
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, 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 Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 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. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

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 9
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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Public Works Service Center Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING a tract of land situated in the W.W. Shawver Survey, Abstract N0. 810, Collin County, Texas, and being all of a tract conveyed to W. R. Hodgson Properties, L.P., as recorded in Volume 5977, Page 2704, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2 inch iron rod set for corner at the northeast corner of said Hodgson tract: THENCE South 00 degree 07 minutes 54 seconds East a distance of 634.25 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degree 11 minutes 11 seconds East a distance of 272.15 feet to a capped 1/2 inch iron rod found for corner;

THENCE North 88 degrees 58 minutes 57 seconds East a distance of 214.54 feet to a capped 1/2 inch iron rod found for corner;

THENCE South 01 degrees 04 minutes 41 seconds East a distance of 402.81 feet to a capped 1/2 inch iron rod found for corner;

THENCE South 02 degrees 00 minutes 23 seconds West a distance of 97.88 feet to a 6 inch round wood fence post found for corner;

THENCE South 89 degrees 01 minutes 17 seconds West a distance of 265.36 feet to a capped 1/2 inch iron rod set for corner;

THENCE North 87 degrees 08 minutes 45 seconds West a distance of 311.11 feet to a capped 1/2 inch iron rod set for corner;

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THENCE North 00 degrees 07 minutes 27 seconds West a distance of 1342.21 feet to a pk nail set for corner in County Road No. 106 (Asphalt);

THENCE North 89 degrees 52 minutes 00 seconds East a distance of 1032.60 feet to the POINT OF BEGINNING and containing 1,532,889 square feet or 35.190 acres of land.

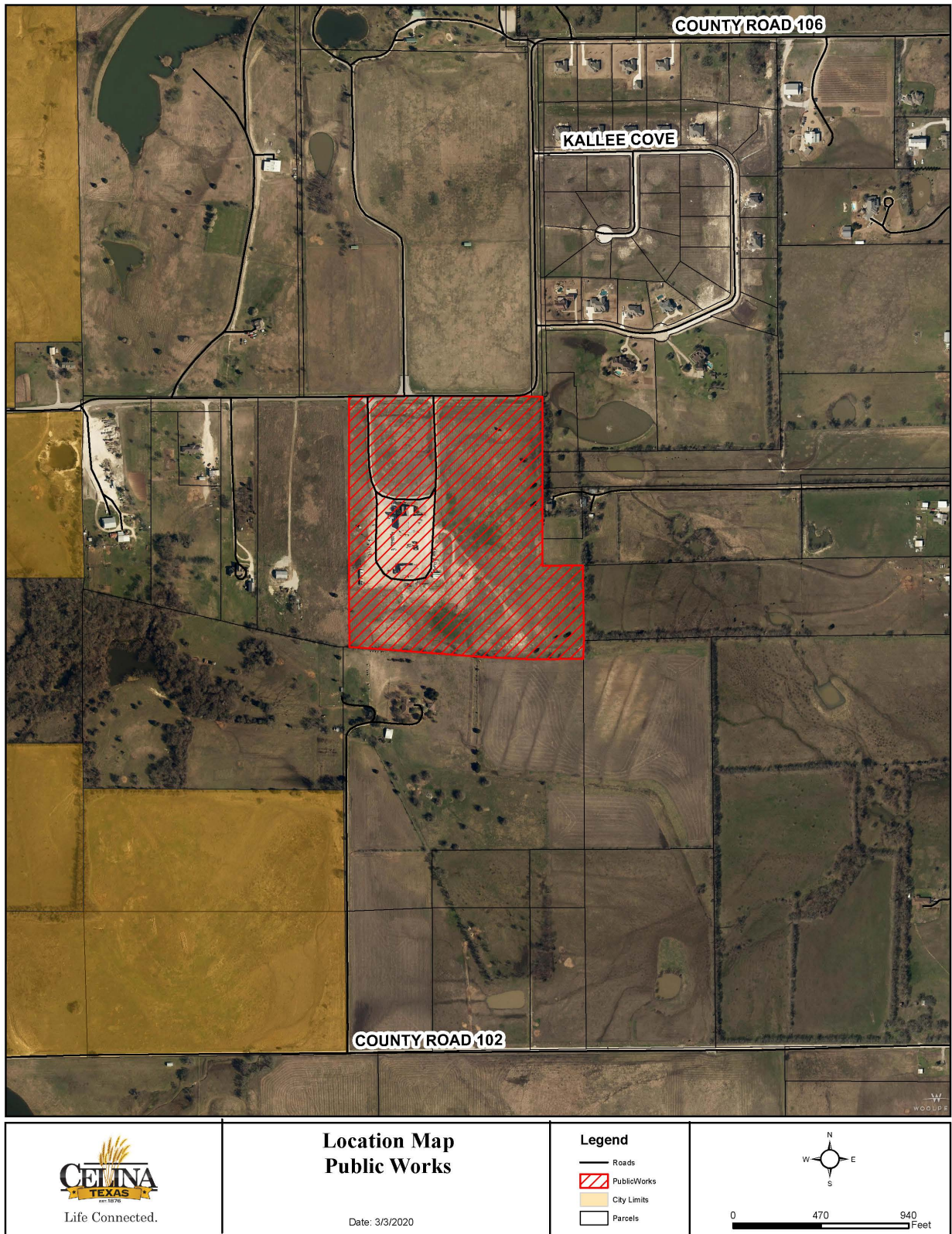


Exhibit “B”**Substance from body of executed Service Agreement for C-3 Annexed Property****A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction 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 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.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Public Works Service Center Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider 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 zoning an approximately 36 acre tract of land to Community Facilities District (CF), generally located approximately 4,000 feet east of Preston Road and south of future Carl Darnall Parkway. (Public Works Service Center Zoning) (Mohan)

Owner:

City of Celina
 142 N. Ohio Street
 Celina, Texas 75009

Background Information:

The property is approximately 36 acres and is the location of the City's existing Public Works Service Center. The request is to annex and zone the property to Community Facilities (CF) zoning district. The zoning request will be considered by the City Council at the same time as the associated annexation.

Board Review/Citizen Input:

At the March 17, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the zoning request.

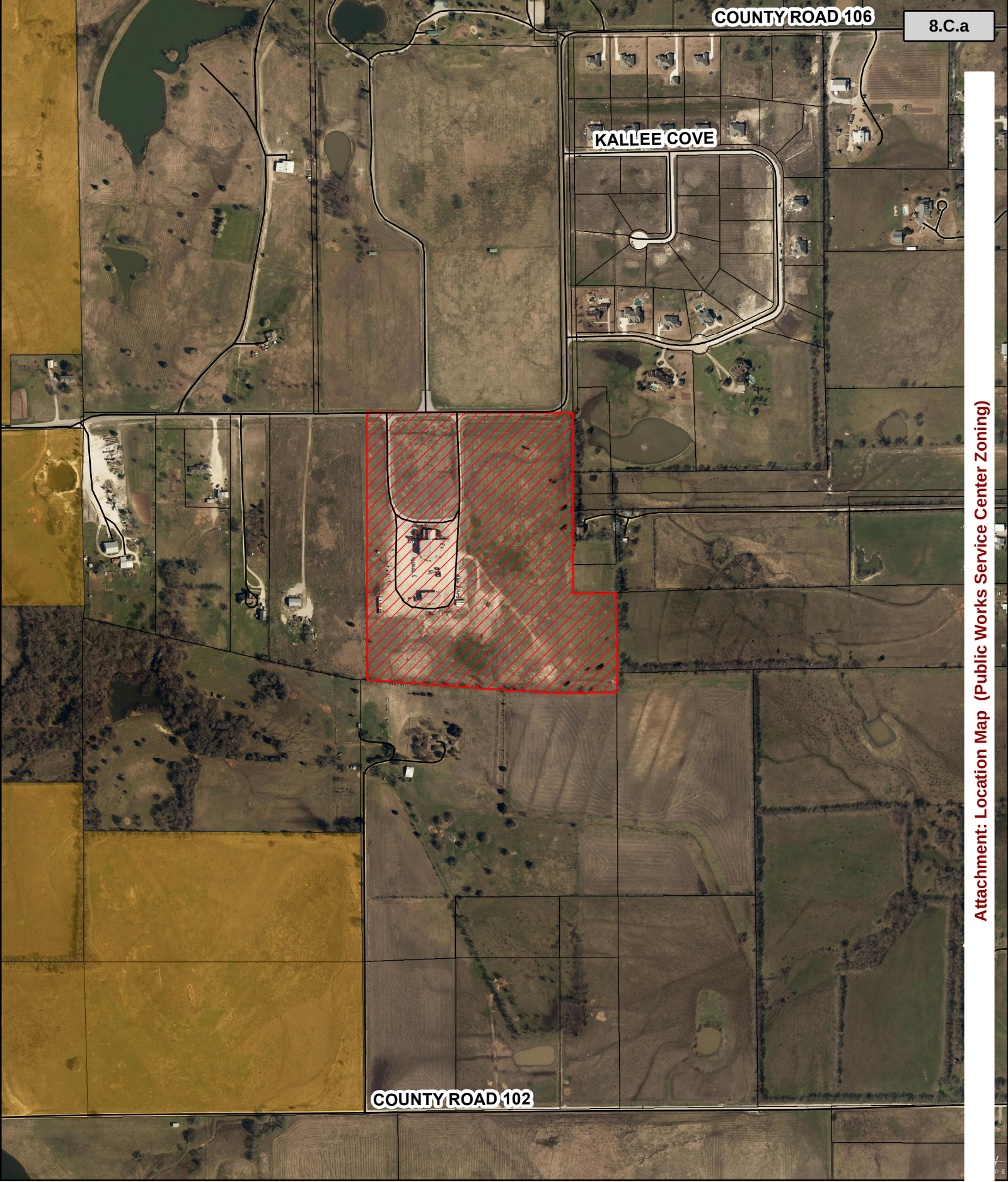
A notice of the public hearing was published in *The Celina Record* on March 27, 2020.

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.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.



COUNTY ROAD 106

8.C.a

KALLEE COVE

COUNTY ROAD 102

Attachment: Location Map (Public Works Service Center Zoning)

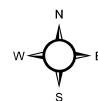


Location Map Public Works

Date: 3/3/2020

Legend

- Roads
- PublicWorks
- City Limits
- Parcels



0

Packet Pg. 351

Feet

CITY OF CELINA, TEXAS
ORDINANCE 2020-_____
PUBLIC WORKS SERVICE CENTER

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 36 ACRE TRACT OF LAND LOCATED IN THE W. W. SHAWER SURVEY, ABSTRACT NO. 810, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND APROXIMATELY 4,000 FEET EAST OF PRESTON ROAD AND SOUTH OF FUTURE CARL DARNALL PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED COMMUNITY FACILITIES DISTRICT (CF), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; 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, Section 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 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 Community Facilities District (CF), on a certain tract of land described in Exhibit "A".

SECTION 4 **ZONING DESIGNATION**

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 Community Facilities District (CF).

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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Public Works Service Center Zoning)

Exhibit A
Legal Description

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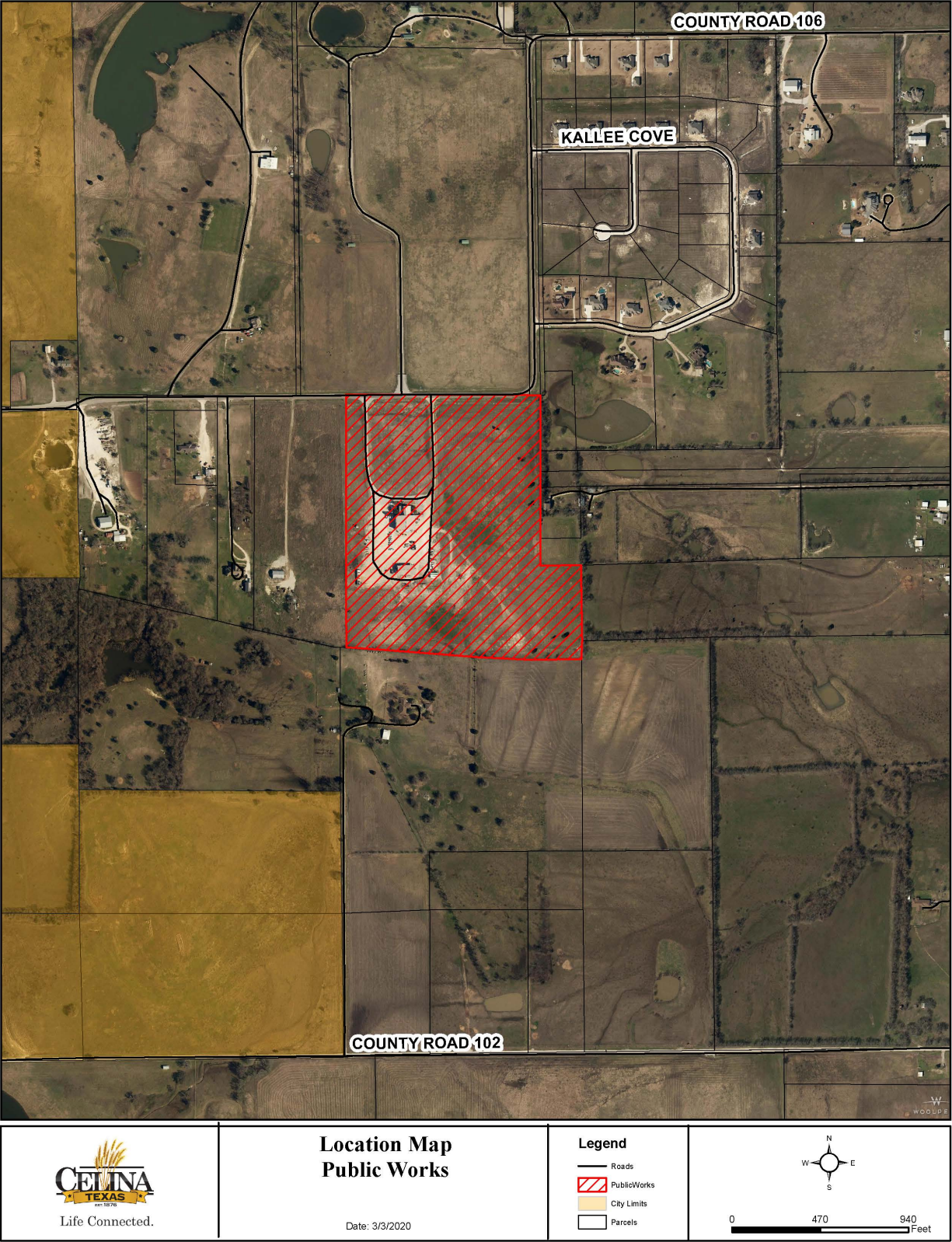
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Attachment: Draft Ordinance (Public Works Service Center Zoning)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Gandy 40 Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 41 acre tract of land within the Extraterritorial Jurisdiction, generally located on the north side of Choate Parkway and approximately 1,600 feet west of Custer Road. (Gandy 40 Annexation) (Mohan)

Owner:

Allen Gandy
 G&N Estates, LLC
 5967 Shy Drive
 Frisco, Texas 75034

Applicant:

Kirkman Engineering
 4821 Merlot Avenue, Suite 201
 Grapevine, Texas 76051

Background Information:

In February 2019, the City Council approved a Development Agreement for a 41 acre tract that outlined future annexation and zoning (Commercial, Office, & Retail District C) for the property. The annexation ordinance will be considered for adoption concurrently with the zoning.

Board Review/Citizen Input:

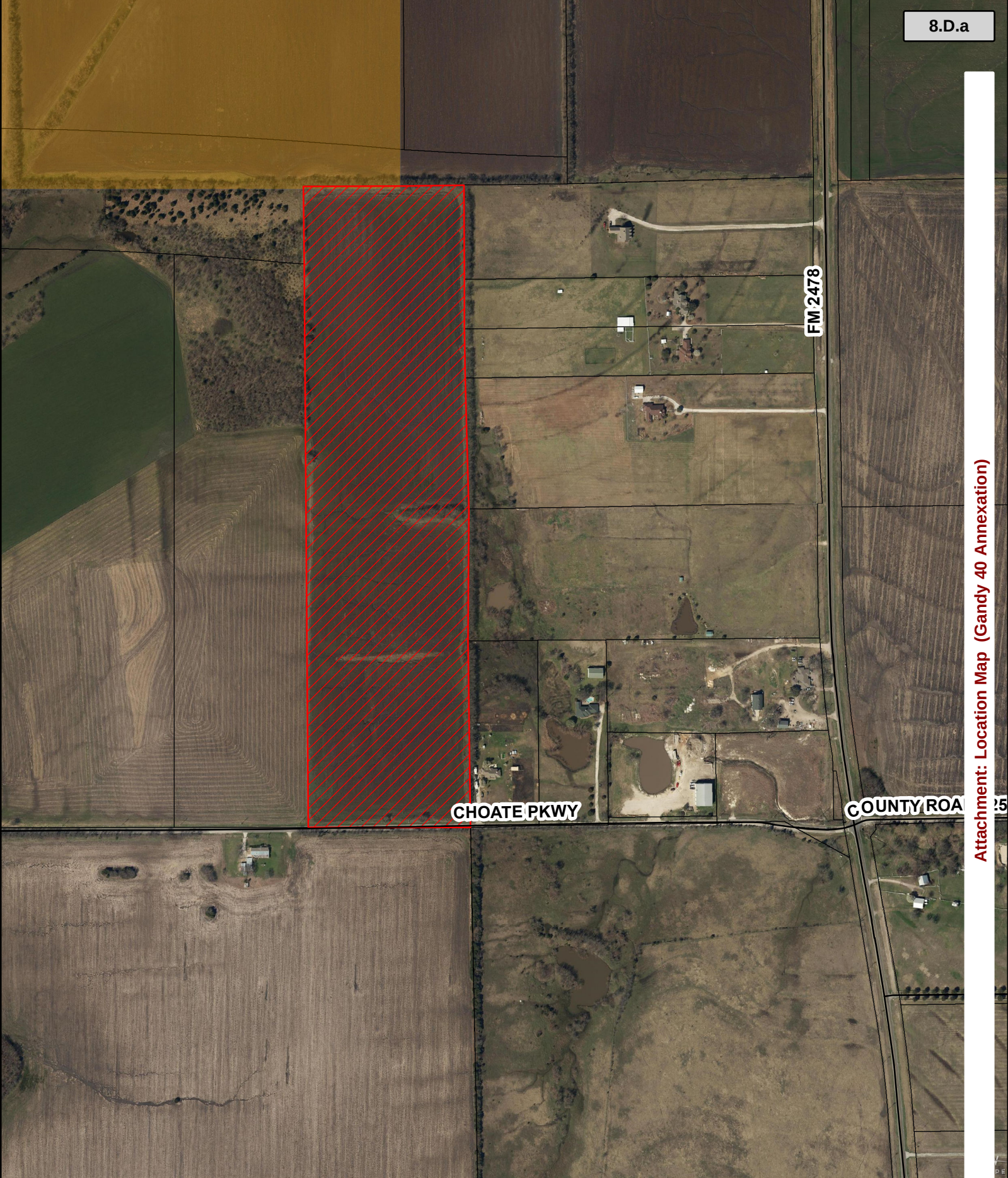
A notice of the public hearing was published in *The Celina Record* on April 3, 2020.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Gandy 40 Annexation)



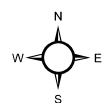
Life Connected.

Location Map Gandy 40

Date: 3/3/2020

Legend

- Roads
-  Gandy40
-  City Limits
-  Parcels



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Packet Pg. 359

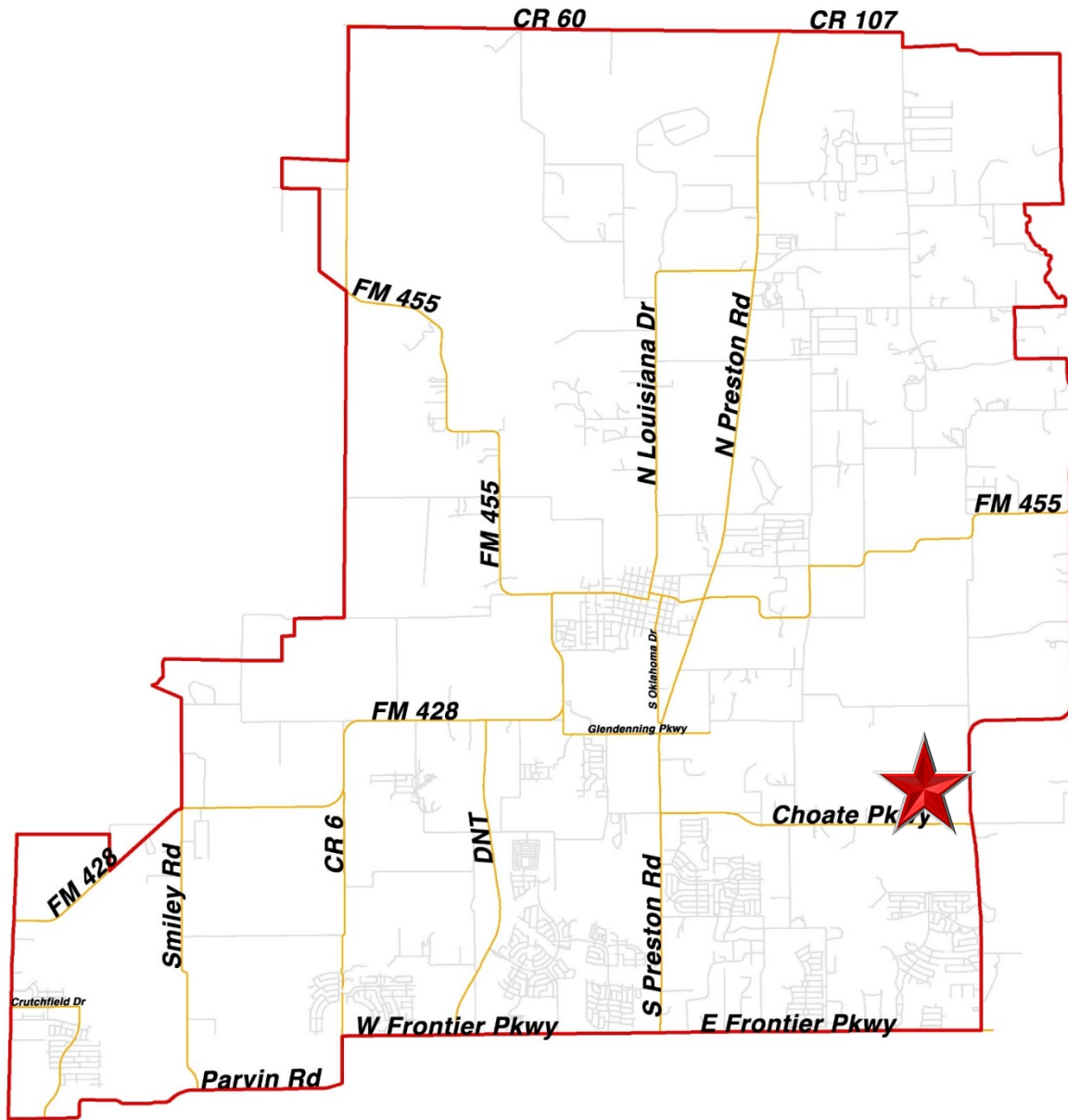
Feet

Gandy 40

Annexation & Zoning

City Council

April 14, 2020



Location Map

The subject property is generally located north of Choate Parkway and west of FM 2478 (future Custer Road), just south of the Collin County Outer Loop

Attachment: Staff Presentation (Gandy 40 Annexation)



Background

- The property is approximately 41 acres within the Extraterritorial Jurisdiction (ETJ)
- In February 2019, the City approved a Development Agreement that outlined the property's future annexation and zoning

Attachment: Staff Presentation (Gandy 40 Annexation)

Project Overview

- The approved DA provided the base zoning of Commercial, Office, & Retail District (C) with Collin County Outer Loop Overlay (CCOLO)
- The proposed zoning is in conformance with the approved DA
- The associated zoning request will be considered concurrently by the City Council this evening

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its March 17th regular meeting
- Staff recommends approval of both the Annexation and Zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
GANDY 40 C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 41 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH OF CHOATE PARKWAY AND APPROXIMATELY 1,600 FEET WEST OF CUSTER ROAD AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING 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 CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; 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 (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of April, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); 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 notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 3rd day of April, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

Attachment: Draft Ordinance (Gandy 40 Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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 and any and all adjacent rights-of-way, 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
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, 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 Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 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. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

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 9 **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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Gandy 40 Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Exhibit A
Legal Description

BEING a tract or parcel of land lying and being situated in the Coleman Watson Survey, Abstract Number 945, Collin County, Texas, being all of a called tract one described in the deed to Jack Walker Moss recorded in Volume 4985, Page 3068 of the Real Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said Moss tract and the northwest corner of a tract described in a deed to Tom Allen III, et ux, recorded in volume 2749, page 501 of the real property records of Collin county, Texas and the south line of a tract described in a deed to Billie Leon Cox recorded in Volume 1102, Page 767 of the real property records of Collin County, Texas;

THENCE South with the East line of said Moss tract a distance of 2,656.96 feet to a found 5/8" iron pin at the southeast corner of said Moss tract and the southwest corner of a tract described in a deed to Jamie A. Radebaugh recorded in Volume 6009, Page 4179, Real Property Records, Collin County, Texas, on the north line of a tract described in a deed to Glenn Frank O'Brien, Hazel O'Brien Damstrom, Faye O'Brien Copeland, June O'Brien Lair, and Ermyne O'Brien Messina recorded in volume 2886, Page 967 of the Real Property Records of Collin County, Texas;

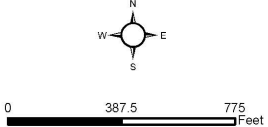
THENCE South 89 degrees 45 minutes 00 seconds West with the south line of said Moss tract and the north line of said O'Brien tract a distance of 660.00 feet to a set ½ " iron pin at the southwest corner of said Moss tract and the southeast corner of a tract described in a deed to Belknap FP LTD recorded in Volume 4288, Page 156 of the Real Property Records of Collin County, Texas;

THENCE North with the West line of said Moss tract and the east line of said Belknap tract a distance of 2,659.84 feet to a set ½" iron pin at the northwest corner of said Moss tract and the northeast corner of said Belknap tract and the south line of a tract described in a deed to Bennie G Cox recorded in Volume 1102, Page 747 of the Real Property Records of Collin County, Texas;

THENCE West with the North line of said Moss tract, passing en route the southeast corner of said Bennie G. Cox tract and the southwest corner of said Billie Leon Cox tract, and continuing a distance of 660.00 feet to the point of beginning and containing 40.279 acres of land.

Attachment: Draft Ordinance (Gandy 40 Annexation)



	Location Map Gandy 40 Date: 3/3/2020	Legend - Roads - Gandy40 - City Limits - Parcels	
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Attachment: Draft Ordinance (Gandy 40 Annexation)

Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction 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 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.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan/AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: Gandy 40 Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider 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 zoning an approximately 41 acre tract of land to Commercial, Office, & Retail District (C) with Collin County Outer Loop Overlay (CCOLO), generally located on the north side of Choate Parkway and approximately 1,600 feet west of Custer Road. (Gandy 40 Zoning) (Mohan)

Owner:

Allen Gandy
G&N Estates, LLC
5967 Shy Drive
Frisco, Texas 75034

Applicant:

Kirkman Engineering
4821 Merlot Avenue, Suite 201
Grapevine, Texas 76051

Background Information:

The property is approximately 41 acres and currently within the Extraterritorial Jurisdiction (ETJ). In February 2019, the City approved a Development Agreement that outlined the property's future annexation and zoning (base zoning of Commercial, Office, & Retail District C). The proposed zoning is in conformance with the approved DA. The zoning request will be considered by the City Council at the same time as the annexation request.

Board Review/Citizen Input:

At the March 17, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the zoning request.

A notice of the public hearing was published in *The Celina Record* on March 27, 2020.

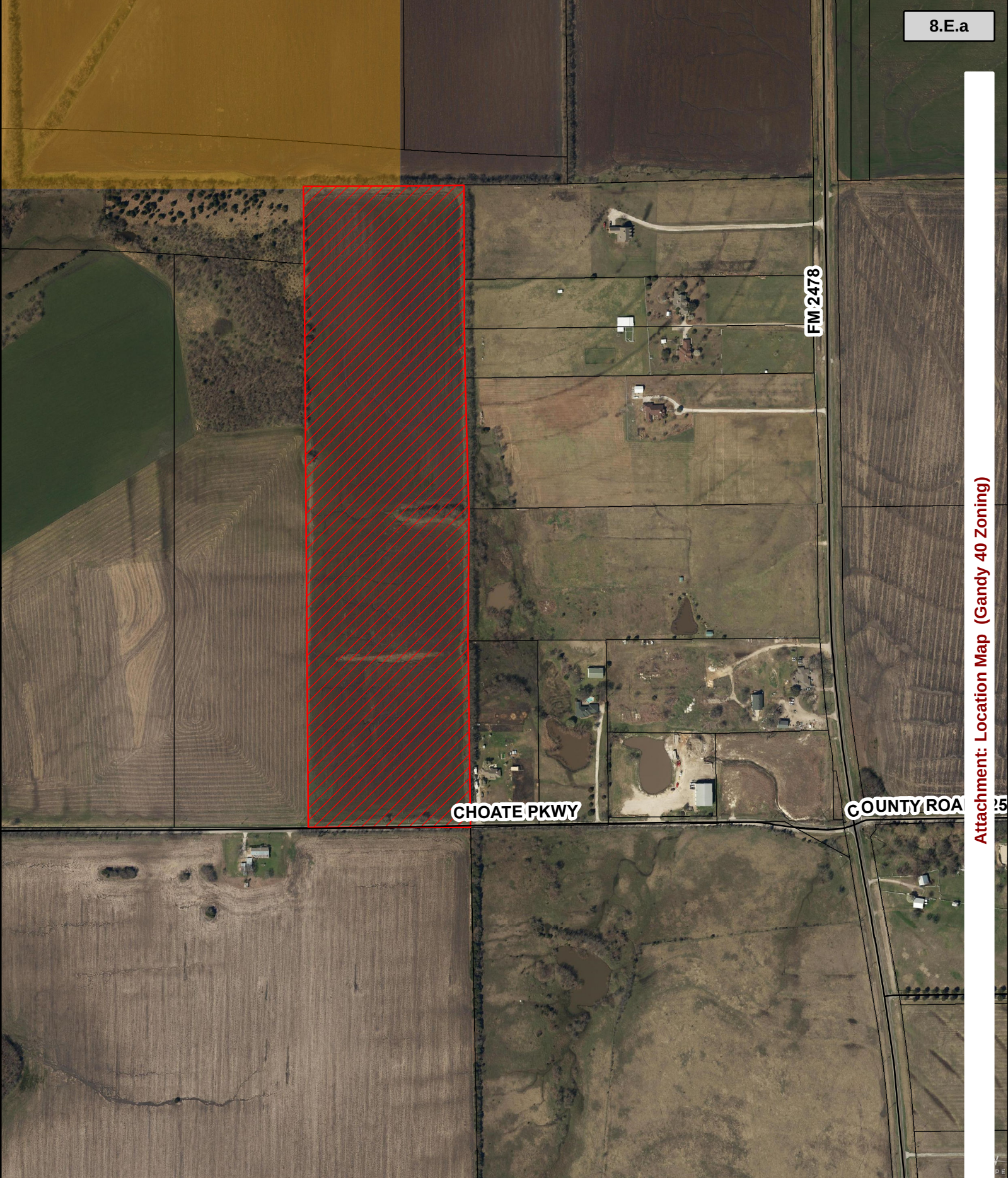
Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

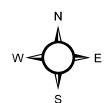
Staff recommends approval.



Attachment: Location Map (Gandy 40 Zoning)

Legend

- Roads
-  Gandy40
-  City Limits
-  Parcels



CITY OF CELINA, TEXAS

ORDINANCE 2020-____
GANDY 40

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 41 ACRE TRACT OF LAND LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF CHOATE PARKWAY AND APPROXIMATELY 1,600 FEET WEST OF CUSTER ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) WITH THE COLLIN COUNTY OUTER LOOP OVERLAY DISTRICT (CCOLO); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; 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, Section 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 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

Attachment: Draft Ordinance (Gandy 40 Zoning)

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 Commercial, Office, & Retail District (C) with the Collin County Outer Loop Overlay District (CCOLO) on a certain tract of land described in Exhibit "A".

SECTION 4 **ZONING DESIGNATION**

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 Commercial, Office, & Retail District (C) with the Collin County Outer Loop Overlay District (CCOLO).

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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Gandy 40 Zoning)

Exhibit A Legal Description

BEING a tract or parcel of land lying and being situated in the Coleman Watson Survey, Abstract Number 945, Collin County, Texas, being all of a called tract one described in the deed to Jack Walker Moss recorded in Volume 4985, Page 3068 of the Real Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said Moss tract and the northwest corner of a tract described in a deed to Tom Allen III, et ux, recorded in volume 2749, page 501 of the real property records of Collin county, Texas and the south line of a tract described in a deed to Billie Leon Cox recorded in Volume 1102, Page 767 of the real property records of Collin County, Texas;

THENCE South with the East line of said Moss tract a distance of 2,656.96 feet to a found 5/8" iron pin at the southeast corner of said Moss tract and the southwest corner of a tract described in a deed to Jamie A. Radebaugh recorded in Volume 6009, Page 4179, Real Property Records, Collin County, Texas, on the north line of a tract described in a deed to Glenn Frank O'Brien, Hazel O'Brien Damstrom, Faye O'Brien Copeland, June O'Brien Lair, and Ermyne O'Brien Messina recorded in volume 2886, Page 967 of the Real Property Records of Collin County, Texas;

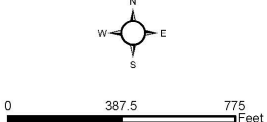
THENCE South 89 degrees 45 minutes 00 seconds West with the south line of said Moss tract and the north line of said O'Brien tract a distance of 660.00 feet to a set 1/2" iron pin at the southwest corner of said Moss tract and the southeast corner of a tract described in a deed to Belknap FP LTD recorded in Volume 4288, Page 156 of the Real Property Records of Collin County, Texas;

THENCE North with the West line of said Moss tract and the east line of said Belknap tract a distance of 2,659.84 feet to a set 1/2" iron pin at the northwest corner of said Moss tract and the northeast corner of said Belknap tract and the south line of a tract described in a deed to Bennie G Cox recorded in Volume 1102, Page 747 of the Real Property Records of Collin County, Texas;

THENCE West with the North line of said Moss tract, passing en route the southeast corner of said Bennie G. Cox tract and the southwest corner of said Billie Leon Cox tract, and continuing a distance of 660.00 feet to the point of beginning and containing 40.279 acres of land.

Attachment: Draft Ordinance (Gandy 40 Zoning)



	Location Map Gandy 40 Date: 3/3/2020	Legend - Roads - Gandy40 - City Limits - Parcels	
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Attachment: Draft Ordinance (Gandy 40 Zoning)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Tuscany Estates Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 119 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southeast corner of future Coit Road and future Glendenning Parkway. (Tuscany Estates Annexation) (McAfee)

Owner:

Celina	Land	Development	LLC
2819	Borama		Drive
Irving, Texas 75062			

Applicant:

JDJR	Engineers	&	Consultants,	Inc.
2500	Texas		Drive,	#100
Irving, Texas 75062				

Background Information:

The property is approximately 119 acres and currently within the Extraterritorial Jurisdiction (ETJ). The applicant's request is for a new residential subdivision with approximately 392 single-family lots (60' minimum widths) and two commercial lots. The annexation ordinance will be considered for adoption concurrently with the Planned Development.

Board Review/Citizen Input:

A notice of the public hearing was published in *The Celina Record* on April 3, 2020.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval.

E SUNSET BLVD

OAK HILL LN

COUNTY ROAD 90

COUNTY ROAD 92

COUNTY ROAD 87

HACKBERRY CIR

SUMMERVIEW LN

COUNTY ROAD 86

CHOATE PKWY

Attachment: Location Map (Tuscany Estates Annexation)

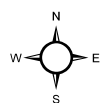


Location Map Tuscany Estates

Date: 3/3/2020

Legend

- Roads
- Tuscany Estates
- City Limits
- Parcels



0

Packet Pg. 386

Feet

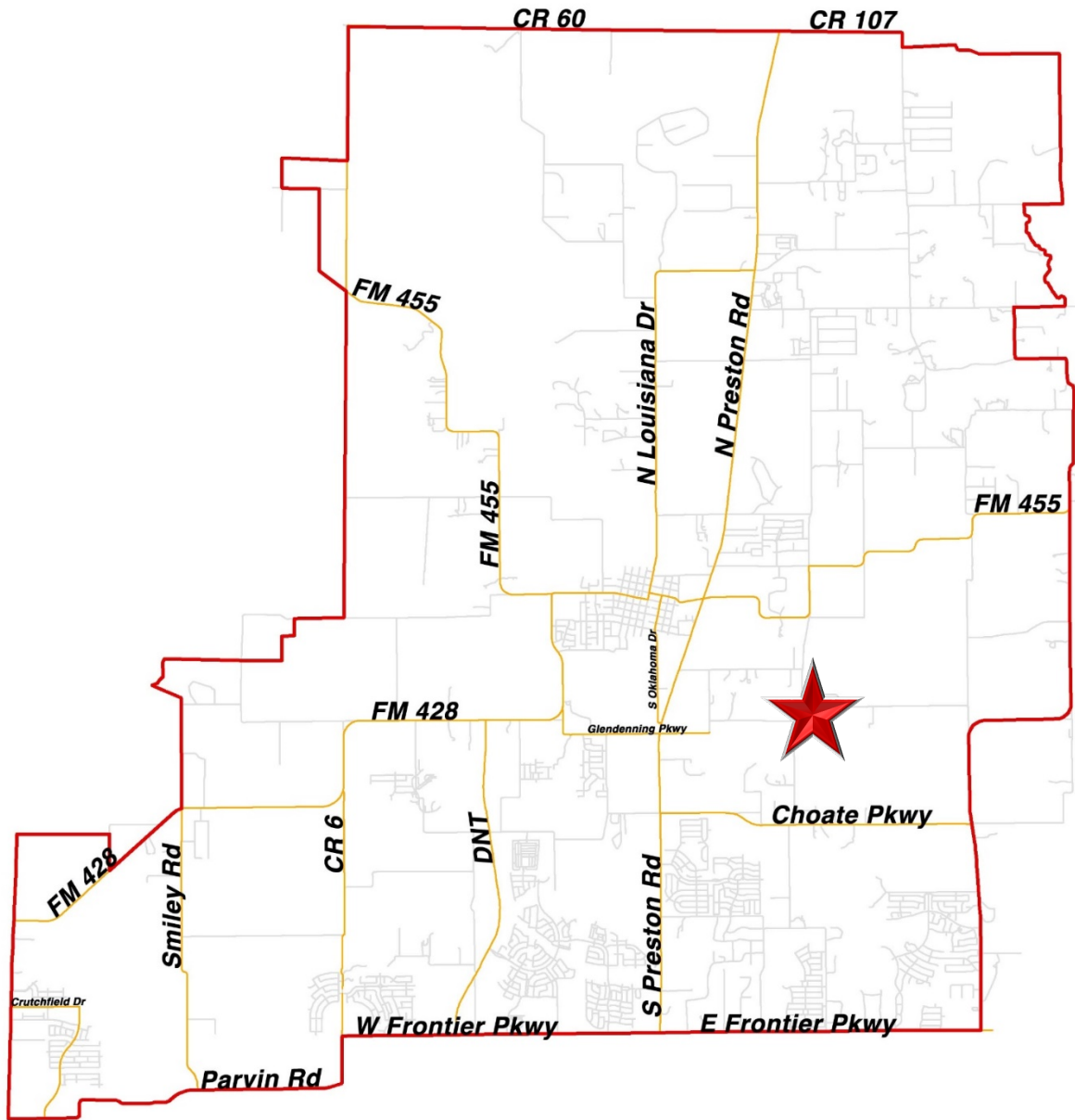
Tuscany Estates

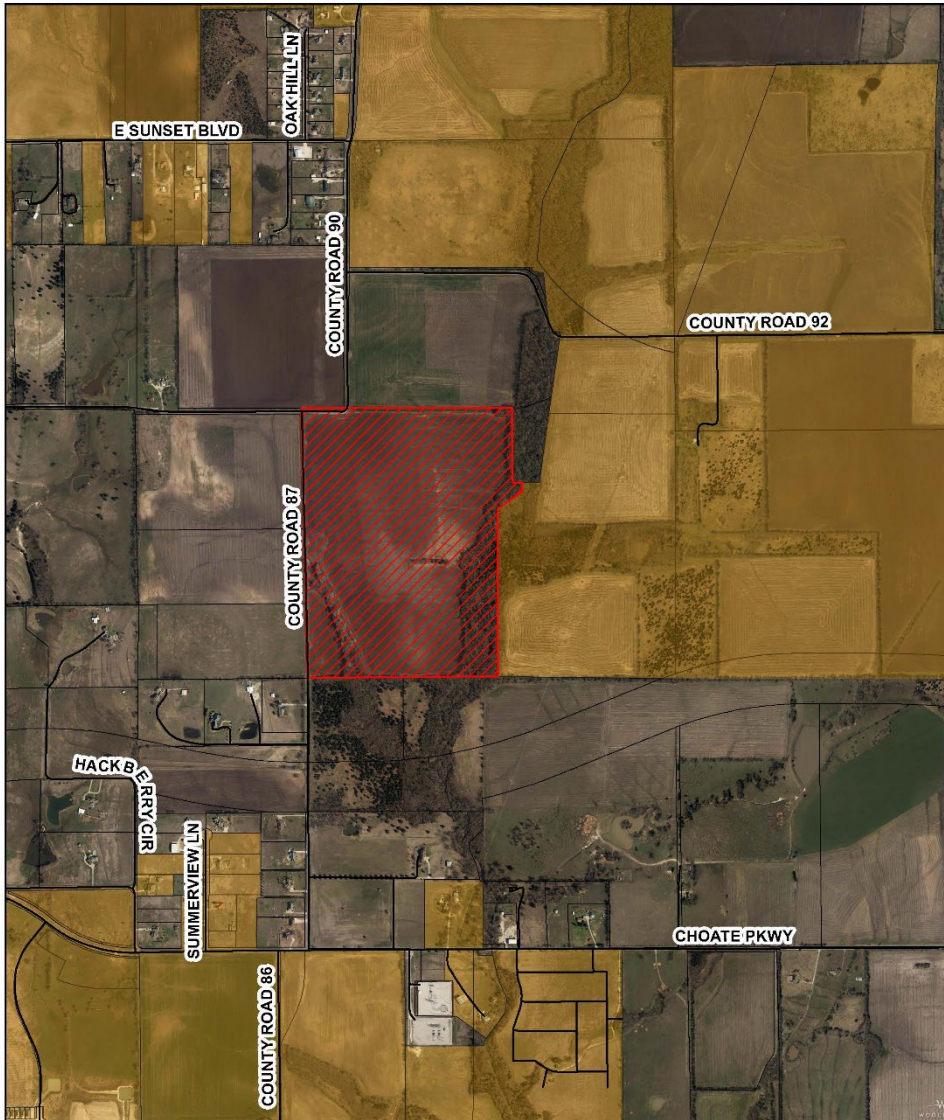
Annexation & Planned Development

City Council

April 14, 2020

Attachment: Staff Presentation (Tuscany Estates Annexation)





Location Map

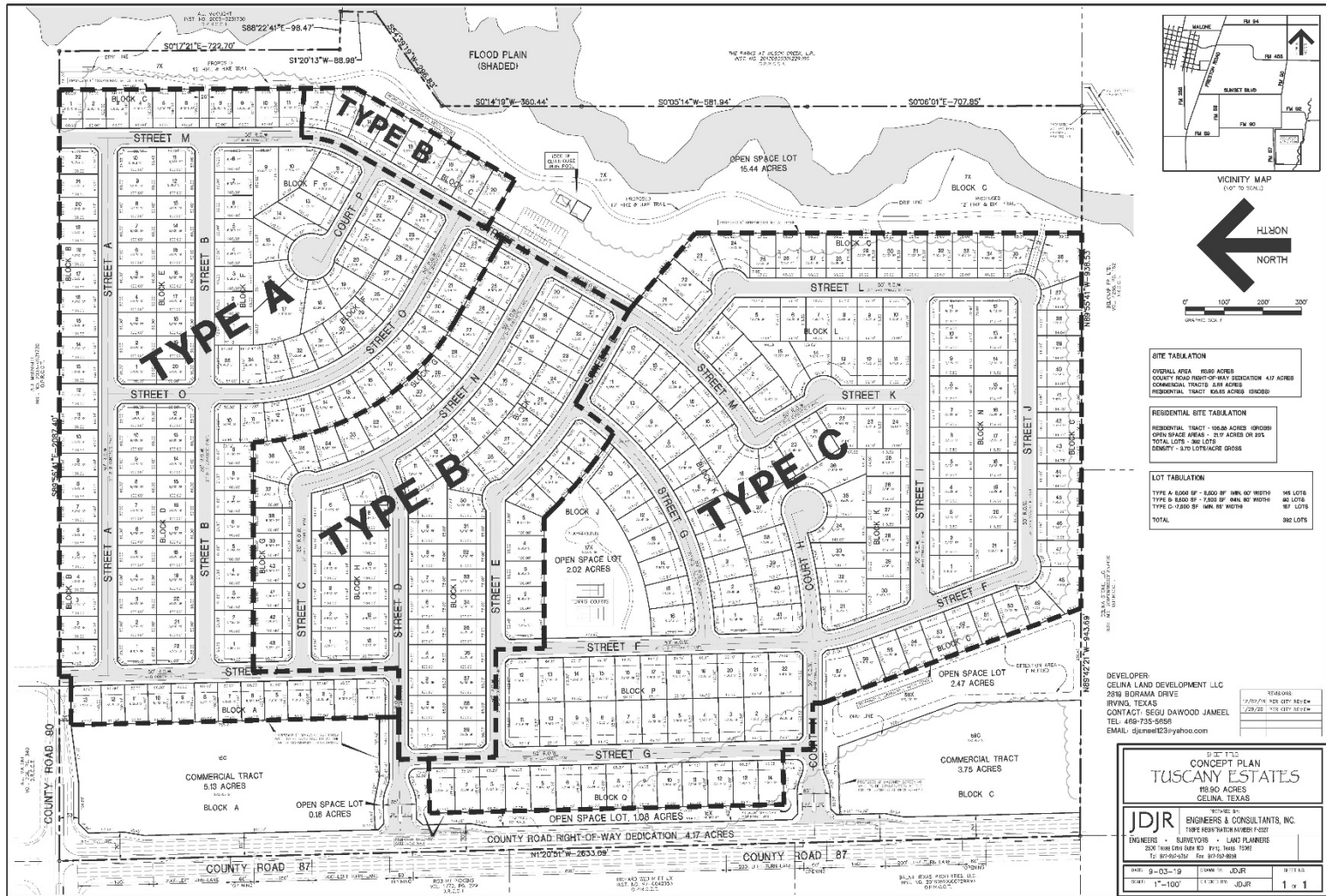
The subject property is generally located at the southeast corner of Glendenning Parkway and Coit Road, along Wilson Creek.

Attachment: Staff Presentation (Tuscany Estates Annexation)

Background

- The property is approximately 119 acres within the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is for a single-family subdivision with approximately 392 lots and two commercial tracts

Concept Plan



Attachment: Staff Presentation (Tuscany Estates Annexation)



Project Overview

- A total of 392 single-family lots (60' minimum widths) and 2 commercial lots along Coit (approximately 9 acres) are proposed, with the base zoning of SF-R and C
- A 12' concrete trail per the Trails Master Plan will be provided along Wilson Creek, with multiple trail connections and view corridors
- An amenity center (minimum 1,500 sq. ft.) will be provided along Wilson Creek with a community pool
- A playground with tennis/basketball courts will be provided within the central open space

Policy Considerations

- A new neighborhood along Wilson Creek meets the vision of the City of Celina
- The development is voluntarily annexing and adheres to City standards
- There are no PIDs or TIRZs associated with the request, nor any other fee waivers or agreements necessary
- The associated zoning request will be considered concurrently by the City Council this evening

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its March 17th regular meeting
- Staff recommends approval of both the Annexation & Planned Development as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
TUSCANY ESTATES C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 119 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED ON THE SOUTHEAST CORNER OF COUNTY ROAD 87 AND COUNTY ROAD 90 AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING 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 CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; 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 (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of April, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); 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 notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 3rd day of April, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year term, regarding services to be provided for the Property prior to the effective date of annexation of the

Attachment: Draft Ordinance (Tuscany Estates Annexation)

Property, the substantive body of which is attached hereto as Exhibit “B”, attached hereto and incorporated as if fully set forth herein.

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 and any and all adjacent rights-of-way, 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
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, 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 Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 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. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

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 9
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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Tuscany Estates Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING a 118.9044 acre tract or parcel of land situated in the LEVIN ROUTH SURVEY, Abstract No. 779, Collin County, Texas, and being that certain tract of land described in Special Warranty Deed to Celina Land Development LLC, recorded in Instrument Number 2019111000037300, Official Public Records, Collin County, Texas (O.P.R.C.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a found PK nail for the southwest corner of said Celina Land Development tract located in the approximate center of County Road 87; said found PK nail also being the northwest corner of that certain tract of land described in Special Warranty Deed to Celina Stone, LLC, recorded in Instrument Number 2016916001237420, O.P.R.C.C.T.;

THENCE North 01 degrees 21 minutes 14 seconds West, along the west line of said Celina Land Development tract and the approximate centerline of said County Road 87, and along the east line of those certain tracts described in documents to Balaji Texas Properties, LLC, recorded in Instrument Number 20160610000729930, O.P.R.C.C.T. and to Richard Weber et ux, recorded in Instrument Number 97-0040053, O.P.R.C.C.T. and Robert Pickens, recorded in Volume 1772, Page 229, Deed Records, Collin County, Texas (D.R.C.C.T.), a distance of 2632.39 feet to a found PK nail for the northwest corner of said Celina Land Development tract and the northeast corner of said Pickens tract; said found PK nail also being on the south line of that certain tract described in document to A. J. Malone, recorded in Volume 256, Page 340, D.R.C.C.T.;

THENCE South 89 degrees 57 minutes 04 seconds East, along the north line of said Celina Land Development tract and the south line of said Malone tract and along the south line of that certain tract described in document to A. J. McKnight, recorded in Instrument Number 2003-02311730, O.P.R.C.C.T., a distance of 2086.84 feet to a found 3/8 inch iron rod for the northeast corner of said Celina Land Development tract;

THENCE South 00 degrees 18 minutes 20 seconds East, along the east line of said Celina Land Development tract, a distance of 722.83 feet to a found 3/4 inch iron rod;

THENCE South 88 degrees 22 minutes 20 seconds East, along the east line of said Celina Land Development tract, a distance of 85.28 feet to a point being the north end of a Boundary Line Agreement by and between Celina/Coit Road, LLC and The Parks at Wilson Creek, L.P., recorded in Instrument Number 20190111000037290, O.P.R.C.C.T.;

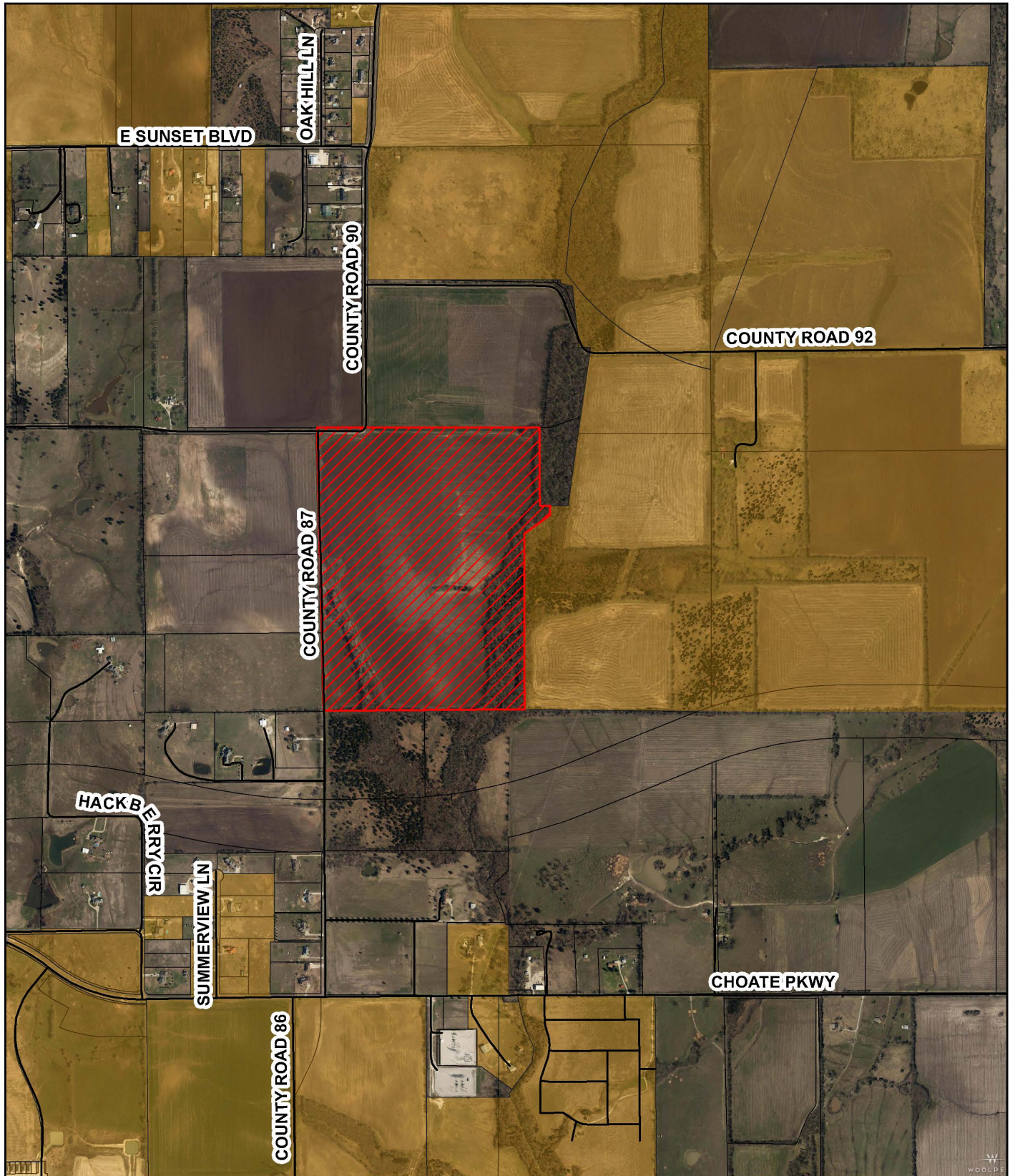
THENCE South 01 degrees 59 minutes 21 seconds West, along said Boundary Line Agreement, a distance of 96.45 feet to a found capped iron rod;

THENCE South 54 degrees 14 minutes 20 seconds West, along said Boundary Line Agreement, a distance of 296.98 feet to a found 1/2 inch iron rod;

THENCE South 00 degrees 38 minutes 09 seconds East, along said Boundary Line Agreement, a distance of 1641.53 feet to a found 1/2 inch capped iron rod for the southeast corner of said Celina Land Development tract as determined by said Boundary Line Agreement; said found 5/8

inch iron rod also being located on the north line of that certain tract described in document to Belknap FP, Ltd., recorded in Volume 4288, Page 162, D.R.C.C.T.;

THENCE North 89 degrees 47 minutes 44 seconds West, along the south line of said Celina Land Development tract, the north line of said Belknap FP Ltd. tract, and continuing along the north line of the aforementioned Celina Stone, LLC tract, a distance of 1887.64 feet to the Point of Beginning, and containing 118.9044 Acres (5,179,477 square feet) of land.



Attachment: Draft Ordinance (Tuscany Estates Annexation)

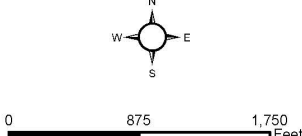
	Location Map Tuscany Estates Date: 3/3/2020	Legend - Roads - Tuscany Estates - City Limits - Parcels	
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Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction 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 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.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Tuscany Estates Planned Development

Action Requested:

The Celina City Council will conduct a public hearing to consider 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 zoning an approximately 119 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located on the southeast corner of future Coit Road and future Glendenning Parkway. (Tuscany Estates Planned Development) (McAfee)

Owner:

Celina	Land	Development	LLC
2819		Borama	Drive
Irving, Texas 75062			

Applicant:

JDJR	Engineers	&	Consultants,	Inc.
2500	Texas		Drive,	#100
Irving, Texas 75062				

Background Information:

The applicant's request is for a new residential subdivision on the 119 acre property with approximately 392 single-family lots (60' minimum widths) and two commercial lots. The Planned Development will be considered by the City Council concurrently with the associated annexation.

Board Review/Citizen Input:

At the March 17, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on March 27, 2020.

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.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval.

E SUNSET BLVD

OAK HILL LN

COUNTY ROAD 90

COUNTY ROAD 92

COUNTY ROAD 87

HACKBERRY CIR

SUMMERVIEW LN

COUNTY ROAD 86

CHOATE PKWY

Attachment: Location Map (Tuscany Estates Planned Development)

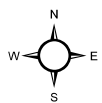


Location Map Tuscany Estates

Date: 3/3/2020

Legend

- Roads
- Tuscany Estates
- City Limits
- Parcels



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Packet Pg. 408

Feet

CITY OF CELINA, TEXAS

ORDINANCE 2020-_____
TUSCANY ESTATES

PLANNED DEVELOPMENT #106

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 119 ACRE TRACT OF LAND LOCATED IN THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF COUNTY ROAD 87 AND COUNTY ROAD 90; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 106; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; 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, Section 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 as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations set forth in Exhibit "B" and Exhibit "C", 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 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 to establish the zoning classification for the Property as "PD" Planned Development District No. 106 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B: Concept Plan
Exhibit C: Development Regulations

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

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 No. 106, and incorporates the Concept Plan attached hereto as Exhibit "B" and the Development Regulations attached hereto as Exhibit "C."

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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Tuscany Estates Planned Development)

Exhibit A Legal Description

BEING a 118.9044 acre tract or parcel of land situated in the LEVIN ROUTH SURVEY, Abstract No. 779, Collin County, Texas, and being that certain tract of land described in Special Warranty Deed to Celina Land Development LLC, recorded in Instrument Number 2019111000037300, Official Public Records, Collin County, Texas (O.P.R.C.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a found PK nail for the southwest corner of said Celina Land Development tract located in the approximate center of County Road 87; said found PK nail also being the northwest corner of that certain tract of land described in Special Warranty Deed to Celina Stone, LLC, recorded in Instrument Number 2016916001237420, O.P.R.C.C.T.;

THENCE North 01 degrees 21 minutes 14 seconds West, along the west line of said Celina Land Development tract and the approximate centerline of said County Road 87, and along the east line of those certain tracts described in documents to Balaji Texas Properties, LLC, recorded in Instrument Number 20160610000729930, O.P.R.C.C.T. and to Richard Weber et ux, recorded in Instrument Number 97-0040053, O.P.R.C.C.T. and Robert Pickens, recorded in Volume 1772, Page 229, Deed Records, Collin County, Texas (D.R.C.C.T.), a distance of 2632.39 feet to a found PK nail for the northwest corner of said Celina Land Development tract and the northeast corner of said Pickens tract; said found PK nail also being on the south line of that certain tract described in document to A. J. Malone, recorded in Volume 256, Page 340, D.R.C.C.T.;

THENCE South 89 degrees 57 minutes 04 seconds East, along the north line of said Celina Land Development tract and the south line of said Malone tract and along the south line of that certain tract described in document to A. J. McKnight, recorded in Instrument Number 2003-02311730, O.P.R.C.C.T., a distance of 2086.84 feet to a found 3/8 inch iron rod for the northeast corner of said Celina Land Development tract;

THENCE South 00 degrees 18 minutes 20 seconds East, along the east line of said Celina Land Development tract, a distance of 722.83 feet to a found 3/4 inch iron rod;

THENCE South 88 degrees 22 minutes 20 seconds East, along the east line of said Celina Land Development tract, a distance of 85.28 feet to a point being the north end of a Boundary Line Agreement by and between Celina/Coit Road, LLC and The Parks at Wilson Creek, L.P., recorded in Instrument Number 20190111000037290, O.P.R.C.C.T.;

THENCE South 01 degrees 59 minutes 21 seconds West, along said Boundary Line Agreement, a distance of 96.45 feet to a found capped iron rod;

THENCE South 54 degrees 14 minutes 20 seconds West, along said Boundary Line Agreement, a distance of 296.98 feet to a found 1/2 inch iron rod;

THENCE South 00 degrees 38 minutes 09 seconds East, along said Boundary Line Agreement, a distance of 1641.53 feet to a found 1/2 inch capped iron rod for the southeast corner of said Celina Land Development tract as determined by said Boundary Line Agreement; said found 5/8

inch iron rod also being located on the north line of that certain tract described in document to Belknap FP, Ltd., recorded in Volume 4288, Page 162, D.R.C.C.T.;

THENCE North 89 degrees 47 minutes 44 seconds West, along the south line of said Celina Land Development tract, the north line of said Belknap FP Ltd. tract, and continuing along the north line of the aforementioned Celina Stone, LLC tract, a distance of 1887.64 feet to the Point of Beginning, and containing 118.9044 Acres (5,179,477 square feet) of land.

Exhibit B Concept Plan

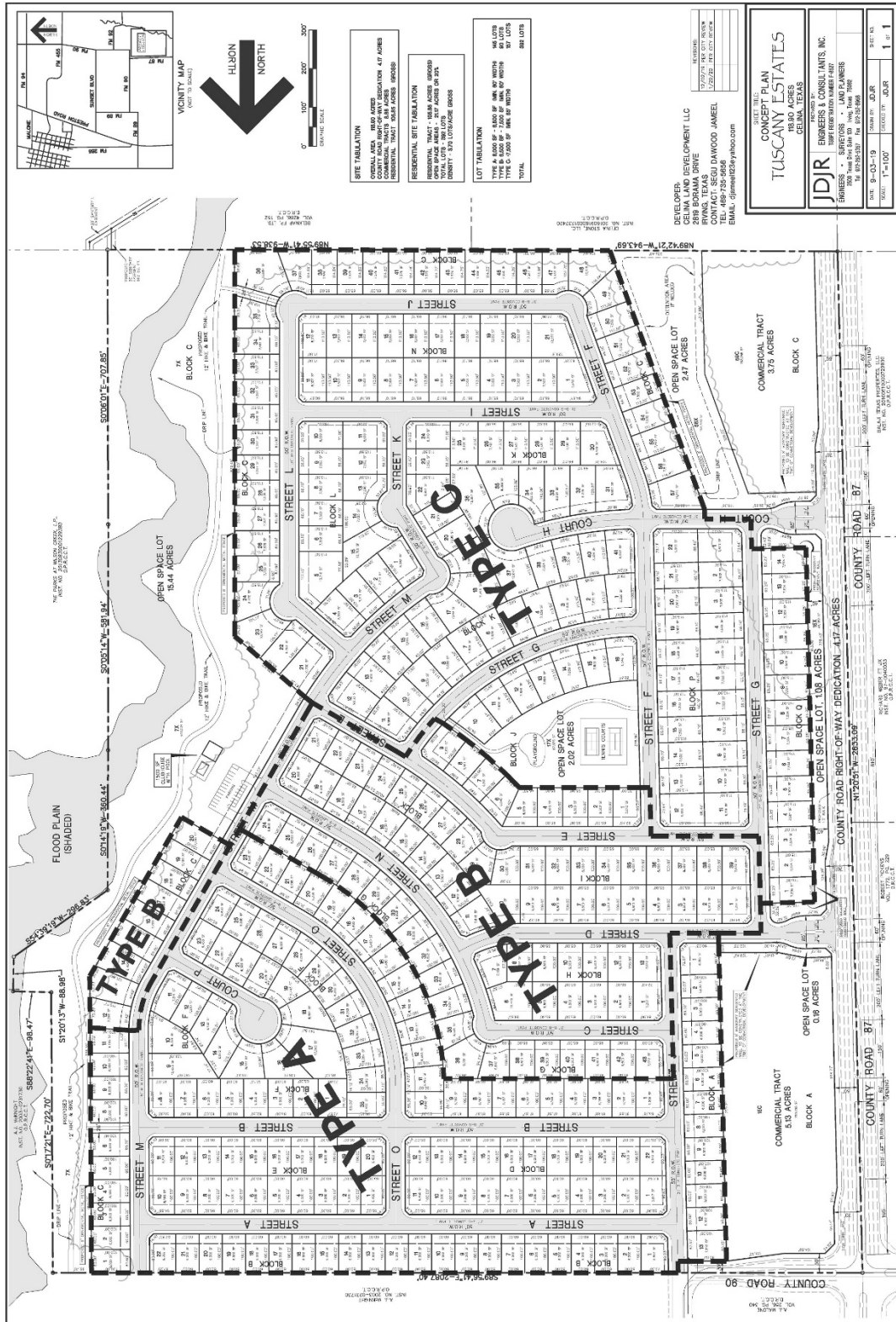


Exhibit C Development Regulations

1. Base Zoning:

The development shall follow all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows.

The base zoning of the residential portion of the Planned Development shall be SF-R, Single-Family Residential Detached District.

The base zoning for the commercial portion of the Planned Development shall be C, Commercial, Office, & Retail District.

2. Concept Plan:

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of streets, lotting patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention.

3. Architecture:

The subject property is an architecturally, historically, and culturally significant tract of land and shall abide by the City's architectural standards, as may be amended.

4. Tree Removal:

Any protected trees removed on the property will require a Tree Removal Permit.

5. Lot Regulations for SF-R

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

	TYPE A	TYPE B	TYPE C
Minimum Lot Area	6,000 sq. ft.	6,500 sq. ft.	7,500 sq. ft.
Minimum Dwelling Size	1,600	1,750 sq. ft.	1,950
Minimum Lot Width	60'	60'	60'
Minimum Lot Depth	100'	100'	100'
Minimum Front Yard Setback	20'	20'	20'
Minimum Front Garage Door Setback	25'; 20' if J-Swing	25'; 20' if J-Swing	25'; 20' if J-Swing

Minimum Rear Yard Setback	20'	20'	20'
Minimum Side Yard Setback	5'	5'	5'
Minimum Side Yard Setback (Corner Lots, measured from Curb)	15'	15'	15'

- For all residential lot types, the following general area regulations apply:
 - a. The lot widths are measured along the arc of the front building line.
 - b. For cul-de-sac and eyebrow lots, the minimum lot width may be reduced by 5', and the maximum lot width measured at the right-of-way line shall be 35'.

6. Amenities for SF-R:

- a. Lot 7X, Block C (along Wilson Creek):
 - 12' concrete trail per the Trails Master Plan.
 - The trail shall maintain multiple trail connections into the adjacent street's sidewalks, in addition to view corridors along Wilson Creek, generally as shown on the Concept Plan.
 - Community clubhouse to have a minimum air-conditioned area of 1,500 square feet
 - Community swimming pool
 - The 12' concrete trail must be constructed and the clubhouse and swimming pool must obtain a building permit prior to the issuance of the 200th residential building permit within the development.
- b. Lot 17X, Block J:
 - Playground area with commercial grade playground equipment
 - Two tennis/basketball courts or comparable
 - The amenities listed above (within Lot 17X, Block J) shall be completed prior to the issuance of the 100th residential building permit within the development.
- c. Lot 58X, Block C:
 - This area only counts toward the open space requirements if it remains a heavily wooded environment.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Oklahoma Sunset Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 18 acre tract of land within the Extraterritorial Jurisdiction, generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Oklahoma Sunset Annexation) (McAfee)

Owner:

Lanterra Group, LLC
 4261 E University Drive, Suite 30-361
 Prosper, TX 75078

Applicant:

Three Five Capital, LLC
 2429 Red Draw Road
 Fort Worth, TX 76177

Background Information:

The property is approximately 18 acres and located in the Extraterritorial Jurisdiction (ETJ). The request is to zone the property to: Multi-Family Urban Edge District (MF-2), Agricultural District (AG), and Commercial, Office, & Retail District (C). The annexation ordinance will be considered for adoption concurrently with the zoning request.

Board Review/Citizen Input:

A notice of the public hearing was published in *The Celina Record* on April 3, 2020.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval.

WINN RD

S OKLAHOMA DR

S PRESTON RD

E CHERRY WOOD LN

Attachment: Location Map (Oklahoma Sunset Annexation)

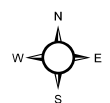


Location Map Oklahoma Sunset Apartments

Date: 3/3/2020

Legend

- Roads
- OklahomaSunsetApt
- City Limits
- Parcels



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Packet Pg. 419

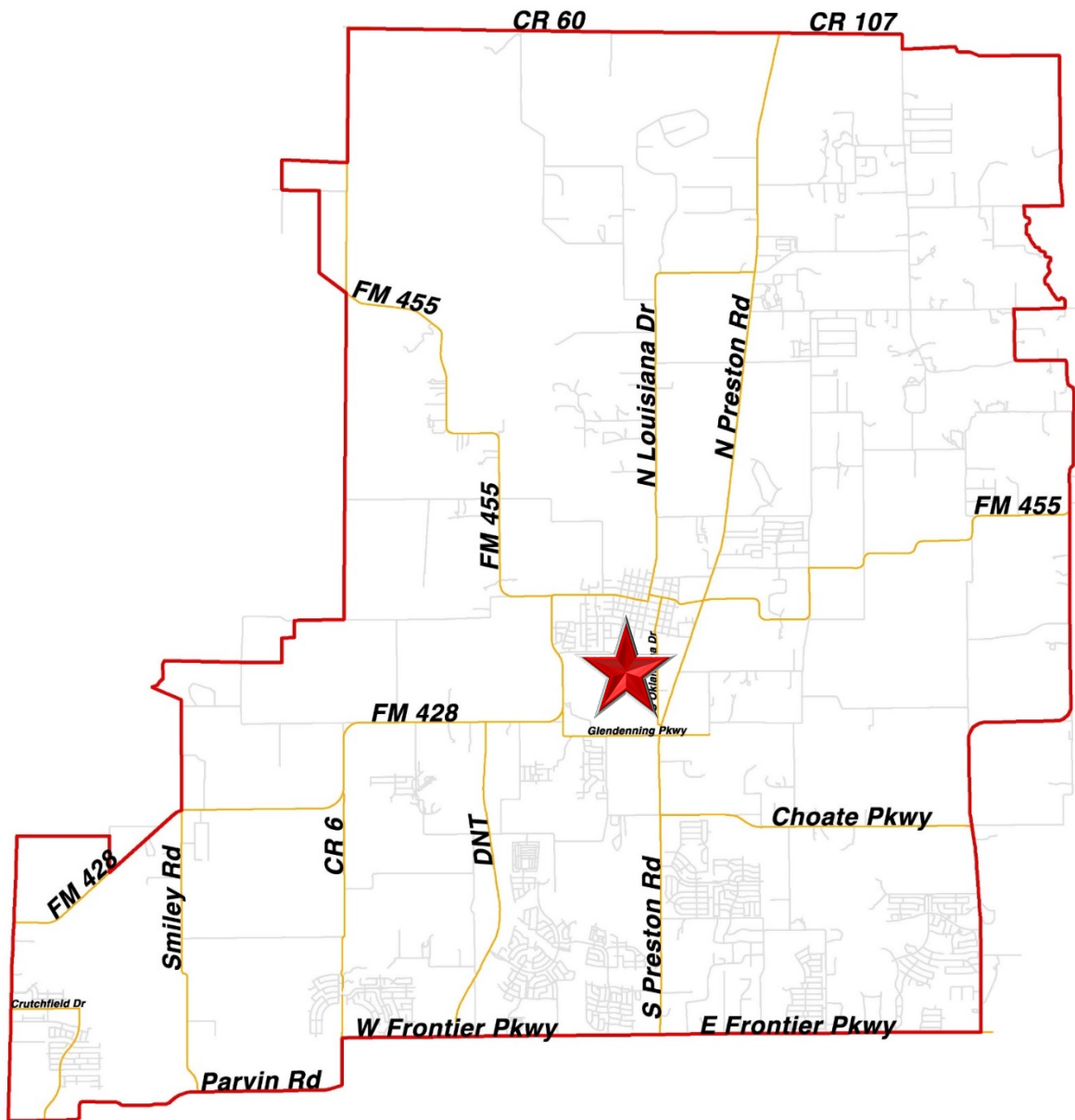
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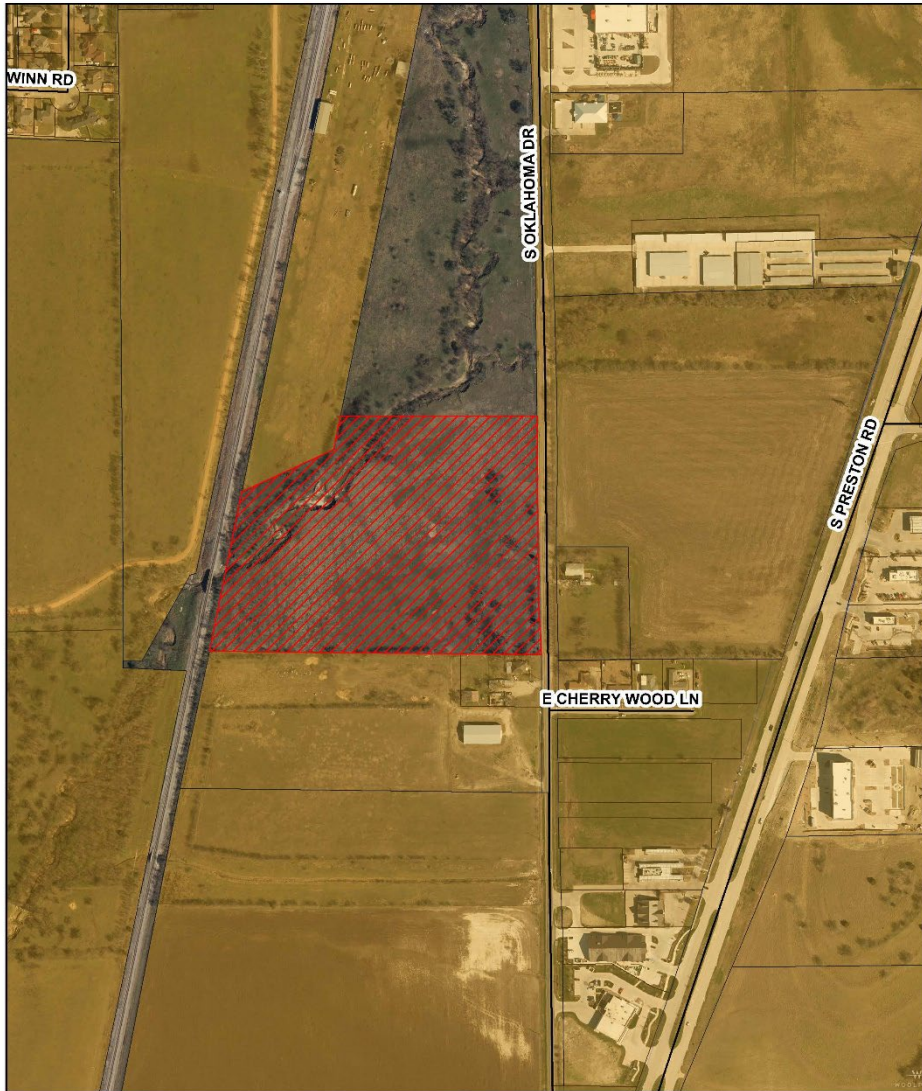
Oklahoma Sunset

Annexation & Zoning

City Council

April 14, 2020





Location Map

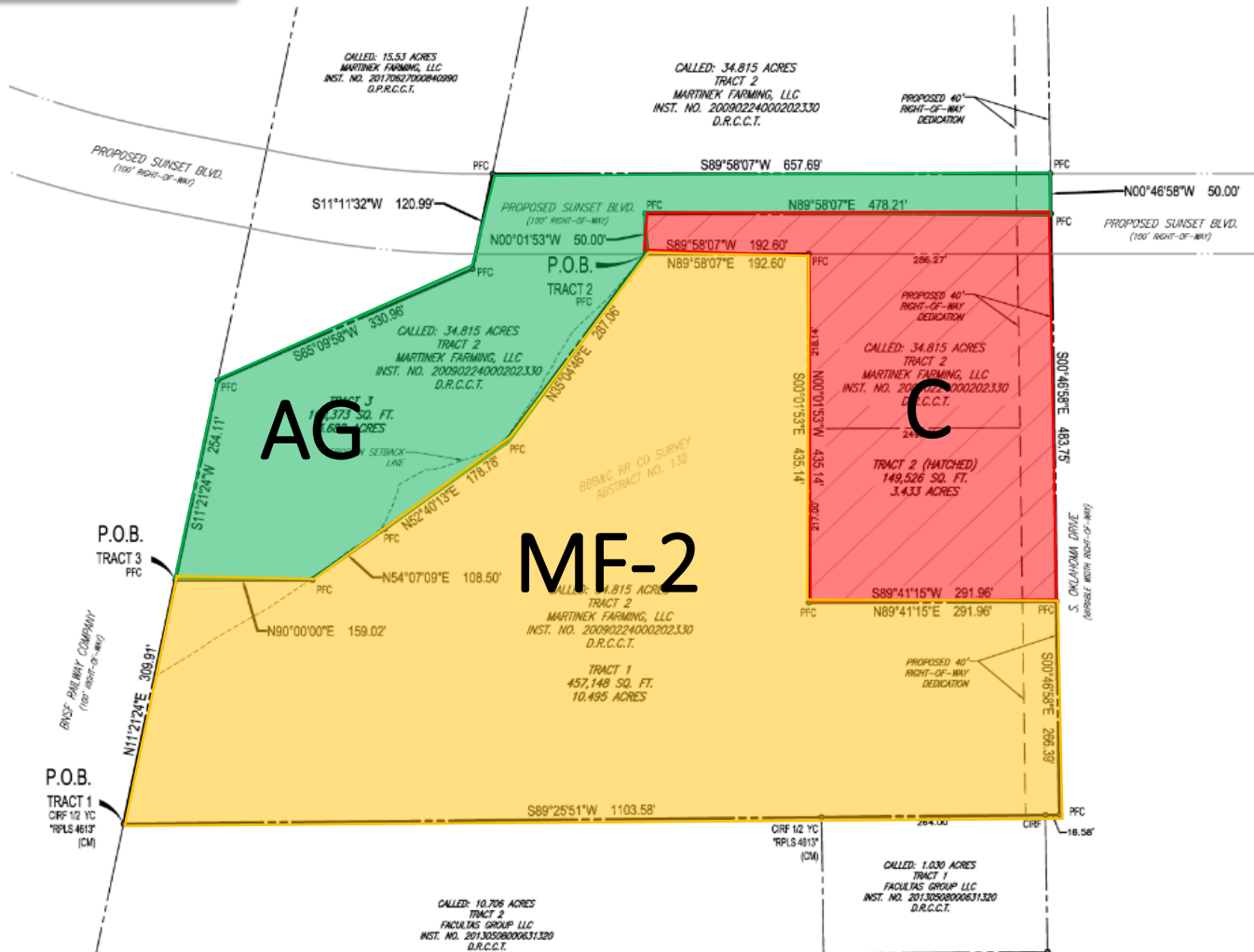
The subject property is generally located south of future Sunset Boulevard, west of Oklahoma Drive, and east of the railroad tracks

Attachment: Staff Presentation (Oklahoma Sunset Annexation)

Background

- The property is approximately 18 acres and is currently in the Extraterritorial Jurisdiction (ETJ)
- The request is to zone the property to:
 - MF-2 – Urban Edge MF
 - AG – Agricultural District
 - C – Commercial, Office, & Retail District
- The associated zoning request will be considered concurrently by the City Council this evening

Land Plan



Policy Considerations

- The proposed multi-family tract will be urban edge, directly north of and complimenting the J-Street Gateway South project recently approved
- The hard corner of Oklahoma and future Sunset is reserved for future Commercial
- The project is in alignment with the urban character and mixed-use envisioned in the [Downtown Master Plan](#) and functions as a southern gateway into downtown
- Additional density is necessary to implement the vision for downtown

P&Z Public Hearing

- One resident asked about prospective businesses on the commercial tract and about the timing of the future Oklahoma Drive expansion and Sunset Boulevard

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its March 17th regular meeting
- Staff recommends approval of both the Annexation and Zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
OKLAHOMA SUNSET C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 18 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED WEST OF OKLAHOMA DRIVE AND APPROXIMATELY 2,000 FEET SOUTH OF ASH STREET AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING 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 CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; 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 (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of April, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); 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 notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 3rd day of April, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

Attachment: Draft Ordinance (Oklahoma Sunset Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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 and any and all adjacent rights-of-way, 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
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, 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 Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 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. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

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 9 **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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Oklahoma Sunset Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description – Tract 1

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado Railroad Company (BBB&C RR CO) Survey, Abstract No. 132, being part of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4613" found at the southwest corner of said 34.815 acre tract of land and the northwest corner of a called 10.706 acre tract of land described as Tract 2 in an Assumption Warranty Deed to Facultas Group LLC, as recorded in Instrument No. 20130508000631320, O.P.R.C.C.T., said iron rod being in the east line of the BNSF Railway Company Railroad (100' width right-of-way), formerly known as the St. Louis, San Francisco and Texas Railroad;

THENCE North 11 degrees 21 minutes 24 seconds East, a distance of 309.91 feet along the west line of said 34.815 acre tract of land and the east line of said BNSF Railway Company Railroad to a point for corner;

THENCE over and across said 34.815 acre tract of land, the following courses and distances:

North 90 degrees 00 minutes 00 seconds East, a distance of 159.02 feet to a point for corner;

North 54 degrees 07 minutes 09 seconds East, a distance of 108.50 feet to a point for corner;

North 52 degrees 40 minutes 13 seconds East, a distance of 178.78 feet to a point for corner;

North 35 degrees 04 minutes 46 seconds East, a distance of 287.06 feet to a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

North 89 degrees 58 minutes 07 seconds East, a distance of 192.60 feet along the south line of said Proposed Sunset Boulevard to a point for corner;

South 00 degrees 01 minutes 53 seconds East, a distance of 435.14 feet to a point for corner;

North 89 degrees 41 minutes 15 seconds East, a distance of 291.96 feet to a point in the east line of said 34.815 acre tract of land and in or near the centerline of South Oklahoma Drive (a variable width right-of-way);

THENCE South 00 degrees 46 minutes 58 seconds East, a distance of 266.39 feet along the east line of said 34.815 acre tract of land and the centerline of said South Oklahoma

Attachment: Draft Ordinance (Oklahoma Sunset Annexation)

Drive to a point at the southeast corner of said 34.815 acre tract of land;

THENCE South 89 degrees 25 minutes 51 seconds West, passing at a distance of 16.58 feet a one-half inch iron rod with yellow plastic cap stamped "Bohler Eng. Found at the northeast corner of a called 1.030 acre tract of land described as Tract 1, as recorded in said Instrument No. 20130508000631320, passing at a distance of 280.58 feet a capped iron rod found at the northwest corner of said 1.030 acre tract of land, and continuing a total distance of 1,103.58 feet to the **POINT OF BEGINNING** and containing 457,148 square feet or 10.495 acres tract of land.

Legal Description – Tract 2

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado Railroad Company (BBB&C RR CO) Survey, Abstract No. 132, being part of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

THENCE North 00 degrees 01 minutes 53 seconds West, a distance of 50.00 feet over and across said Proposed Sunset Boulevard to a point in or near the centerline of said Proposed Sunset Boulevard;

THENCE North 89 degrees 58 minutes 07 seconds East, a distance of 478.21 feet along the centerline of said Proposed Sunset Boulevard to a point in the east line of said 34.815 acre tract of land and in or near the centerline of South Oklahoma Drive (a variable width right-of-way);

THENCE South 00 degrees 46 minutes 58 seconds East, a distance of 483.75 feet along the east line of said 34.815 acre tract of land and the centerline of said South Oklahoma Drive to a point for corner;

THENCE over and across said 34.815 acre tract of land, the following courses and distances:

South 89 degrees 41 minutes 15 seconds West, a distance of 291.96 feet to a point for corner;

North 00 degrees 01 minutes 53 seconds West, a distance of 435.14 feet to a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

South 89 degrees 58 minutes 07 seconds West, a distance of 192.60 feet along the south line of said Proposed Sunset Boulevard to the **POINT OF BEGINNING** and containing 149,526 square feet or 3.433 acres tract of land.

Legal Description – Tract 3

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado Railroad Company (BBB&C RR CO) Survey, Abstract No. 132, being part of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point in the west line of said 34.815 acre tract of land and the east line of the BNSF Railway Company Railroad (100' width right-of-way), formerly known as the St. Louis, San Francisco and Texas Railroad;

THENCE over and across said 34.815 acre tract of land, the following courses and distances:

North 90 degrees 00 minutes 00 seconds East, a distance of 159.02 feet to a point for corner;

North 54 degrees 07 minutes 09 seconds East, a distance of 108.50 feet to a point for corner;

North 52 degrees 40 minutes 13 seconds East, a distance of 178.78 feet to a point for corner;

North 35 degrees 04 minutes 46 seconds East, a distance of 287.06 feet to a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

North 00 degrees 01 minutes 53 seconds West, a distance of 50.00 feet over and across said Proposed Sunset Boulevard to a point in or near the centerline of said Proposed Sunset Boulevard;

North 89 degrees 58 minutes 07 seconds East, a distance of 478.21 feet along the centerline of said Proposed Sunset Boulevard to a point in the east line of said 34.815 acre tract of land and in or near the centerline of South Oklahoma Drive (a variable width right-of-way);

THENCE North 00 degrees 46 minutes 58 seconds West, a distance of 50.00 feet along the east line of said 34.815 acre tract of land and the centerline of said South Oklahoma Drive to a point in the north line of said Proposed Sunset Boulevard;

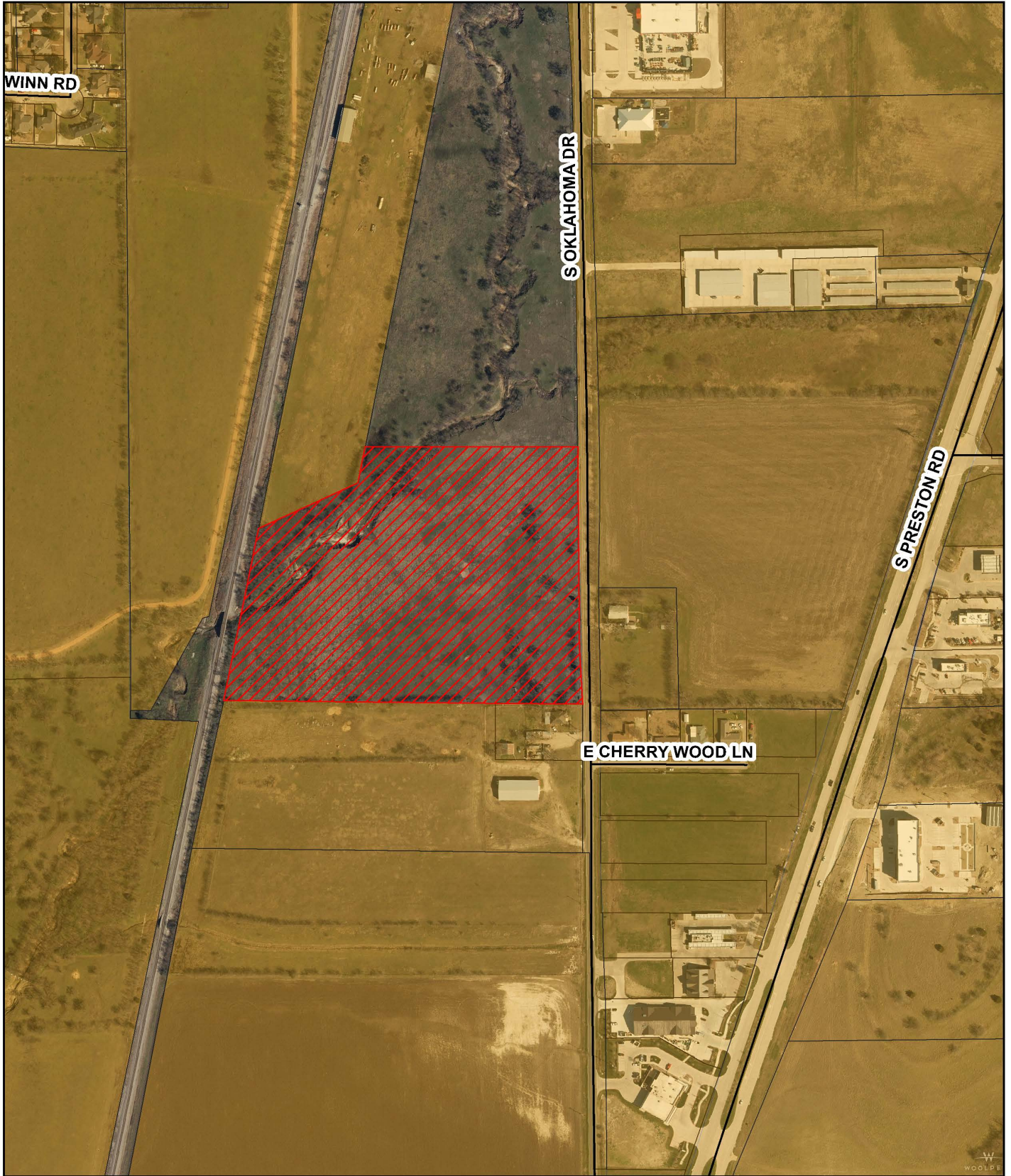
THENCE South 89 degrees 58 minutes 07 seconds West, a distance of 657.69 feet along the north line of said Proposed Sunset Boulevard to a point in the west line of said 34.815 acre tract of land and in the east line of a called 15.53 acre tract of land described in a Special Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20170627000840990, O.P.R.C.C.T.;

THENCE along the west line of said 34.815 acre tract of land and the east line of said 15.53 acre tract of land, the following courses and distances:

South 11 degrees 11 minutes 32 seconds West, a distance of 120.99 feet to a point at an angle point of said 34.815 acre tract of land and an angle point of said 15.53 acre tract of land;

South 65 degrees 09 minutes 58 seconds West, a distance of 330.96 feet to a point at an angle point of said 34.815 acre tract of land and the south corner of said 15.53 acre tract of land, said point being in the east line of said BNSF Railway Company Railroad;

THENCE South 11 degrees 21 minutes 24 seconds West, a distance of 254.11 feet along the west line of said 34.815 acre tract of land and the east line of said BNSF Railway Company Railroad to the **POINT OF BEGINNING** and containing 160,373 square feet or 3.682 acres tract of land.



Location Map Oklahoma Sunset Apartments

Date: 3/3/2020

Legend

- Roads
- OklahomaSunsetApt
- City Limits
- Parcels

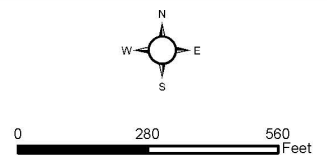


Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction 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 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.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: Oklahoma Sunset Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider 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 zoning an approximately 18 acre tract of land to Multi-Family Urban Edge District (MF-2), Agricultural District (AG), and Commercial, Office, & Retail District (C), generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Oklahoma Sunset Zoning) (McAfee)

Owner:

Lanterra Group, LLC
 4261 E University Drive, Suite 30-361
 Prosper, TX 75078

Applicant:

Three Five Capital, LLC
 2429 Red Draw Road
 Fort Worth, TX 76177

Background Information:

The property is approximately 18 acres. The applicant's request is to zone the property to: Multi-Family Urban Edge District (MF-2), Agricultural District (AG), and Commercial, Office, & Retail District (C). The project is in alignment with the urban character and mixed-use envisioned in the Downtown Master Plan and functions as a southern gateway into downtown. The zoning request will be considered by City Council at the same time as the associated annexation request.

Board Review/Citizen Input:

At the March 17, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on March 27, 2020.

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.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

WINN RD

S OKLAHOMA DR

S PRESTON RD

E CHERRY WOOD LN



Attachment: Location Map (Oklahoma Sunset Zoning)

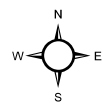


Location Map Oklahoma Sunset Apartments

Date: 3/3/2020

Legend

- Roads
-  OklahomaSunsetApt
-  City Limits
-  Parcels



CITY OF CELINA, TEXAS

ORDINANCE 2020-_____
OKLAHOMA SUNSET

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 18 ACRE TRACT OF LAND LOCATED IN THE BBB & C RR CO SURVEY, ABSTRACT NO. 132, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF OKLAHOMA DRIVE AND 2,000 FEET SOUTH OF ASH STREET; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” AND INCORPORATED HEREIN TO BE ZONED MULTI-FAMILY URBAN EDGE DISTRICT (MF-2), AGRICULTURAL DISTRICT (AG), AND COMMERCIAL, OFFICE, & RETAIL DISTRICT (C); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; 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, Section 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” and depicted in Exhibit “B” attached hereto and incorporated herein; and

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

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 Multi-Family Urban Edge District (MF-2), Agricultural District (AG), and Commercial, Office, & Retail District (C) on a certain tract of land described in Exhibit "A" and depicted in Exhibit "B"

SECTION 4 **ZONING DESIGNATION**

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, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Multi-Family Urban Edge District (MF-2), Agricultural District (AG), and Commercial, Office, & Retail District (C).

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 described in Exhibit "A" and depicted in Exhibit "B" 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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Oklahoma Sunset Zoning)

Exhibit A Legal Description

Tract 1

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado Railroad Company (BBB&C RR CO) Survey, Abstract No. 132, being part of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4613" found at the southwest corner of said 34.815 acre tract of land and the northwest corner of a called 10.706 acre tract of land described as Tract 2 in an Assumption Warranty Deed to Facultas Group LLC, as recorded in Instrument No. 20130508000631320, O.P.R.C.C.T., said iron rod being in the east line of the BNSF Railway Company Railroad (100' width right-of-way), formerly known as the St. Louis, San Francisco and Texas Railroad;

THENCE North 11 degrees 21 minutes 24 seconds East, a distance of 309.91 feet along the west line of said 34.815 acre tract of land and the east line of said BNSF Railway Company Railroad to a point for corner;

THENCE over and across said 34.815 acre tract of land, the following courses and distances:

North 90 degrees 00 minutes 00 seconds East, a distance of 159.02 feet to a point for corner;

North 54 degrees 07 minutes 09 seconds East, a distance of 108.50 feet to a point for corner;

North 52 degrees 40 minutes 13 seconds East, a distance of 178.78 feet to a point for corner;

North 35 degrees 04 minutes 46 seconds East, a distance of 287.06 feet to a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

North 89 degrees 58 minutes 07 seconds East, a distance of 192.60 feet along the south line of said Proposed Sunset Boulevard to a point for corner;

South 00 degrees 01 minutes 53 seconds East, a distance of 435.14 feet to a point for corner;

North 89 degrees 41 minutes 15 seconds East, a distance of 291.96 feet to a point in the east line of said 34.815 acre tract of land and in or near the centerline of South Oklahoma Drive (a variable width right-of-way);

THENCE South 00 degrees 46 minutes 58 seconds East, a distance of 266.39 feet along the east line of said 34.815 acre tract of land and the centerline of said South Oklahoma Drive to

a point at the southeast corner of said 34.815 acre tract of land;

THENCE South 89 degrees 25 minutes 51 seconds West, passing at a distance of 16.58 feet a one-half inch iron rod with yellow plastic cap stamped "Bohler Eng. Found at the northeast corner of a called 1.030 acre tract of land described as Tract 1, as recorded in said Instrument No. 20130508000631320, passing at a distance of 280.58 feet a capped iron rod found at the northwest corner of said 1.030 acre tract of land, and continuing a total distance of 1,103.58 feet to the **POINT OF BEGINNING** and containing 457,148 square feet or 10.495 acres tract of land.

Tract 2

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado Railroad Company (BBB&C RR CO) Survey, Abstract No. 132, being part of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

THENCE North 00 degrees 01 minutes 53 seconds West, a distance of 50.00 feet over and across said Proposed Sunset Boulevard to a point in or near the centerline of said Proposed Sunset Boulevard;

THENCE North 89 degrees 58 minutes 07 seconds East, a distance of 478.21 feet along the centerline of said Proposed Sunset Boulevard to a point in the east line of said 34.815 acre tract of land and in or near the centerline of South Oklahoma Drive (a variable width right-of-way);

THENCE South 00 degrees 46 minutes 58 seconds East, a distance of 483.75 feet along the east line of said 34.815 acre tract of land and the centerline of said South Oklahoma Drive to a point for corner;

THENCE over and across said 34.815 acre tract of land, the following courses and distances:

South 89 degrees 41 minutes 15 seconds West, a distance of 291.96 feet to a point for corner;

North 00 degrees 01 minutes 53 seconds West, a distance of 435.14 feet to a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

South 89 degrees 58 minutes 07 seconds West, a distance of 192.60 feet along the south line of said Proposed Sunset Boulevard to the **POINT OF BEGINNING** and containing 149,526 square feet or 3.433 acres tract of land.

Tract 3

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado Railroad Company (BBB&C RR CO) Survey, Abstract No. 132, being part of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point in the west line of said 34.815 acre tract of land and the east line of the BNSF Railway Company Railroad (100' width right-of-way), formerly known as the St. Louis, San Francisco and Texas Railroad;

THENCE over and across said 34.815 acre tract of land, the following courses and distances:

North 90 degrees 00 minutes 00 seconds East, a distance of 159.02 feet to a point for corner;

North 54 degrees 07 minutes 09 seconds East, a distance of 108.50 feet to a point for corner;

North 52 degrees 40 minutes 13 seconds East, a distance of 178.78 feet to a point for corner;

North 35 degrees 04 minutes 46 seconds East, a distance of 287.06 feet to a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way);

North 00 degrees 01 minutes 53 seconds West, a distance of 50.00 feet over and across said Proposed Sunset Boulevard to a point in or near the centerline of said Proposed Sunset Boulevard;

North 89 degrees 58 minutes 07 seconds East, a distance of 478.21 feet along the centerline of said Proposed Sunset Boulevard to a point in the east line of said 34.815 acre tract of land and in or near the centerline of South Oklahoma Drive (a variable width right-of-way);

THENCE North 00 degrees 46 minutes 58 seconds West, a distance of 50.00 feet along the east line of said 34.815 acre tract of land and the centerline of said South Oklahoma Drive to a point in the north line of said Proposed Sunset Boulevard;

THENCE South 89 degrees 58 minutes 07 seconds West, a distance of 657.69 feet along the north line of said Proposed Sunset Boulevard to a point in the west line of said 34.815 acre tract of land and in the east line of a called 15.53 acre tract of land described in a Special Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20170627000840990, O.P.R.C.C.T.;

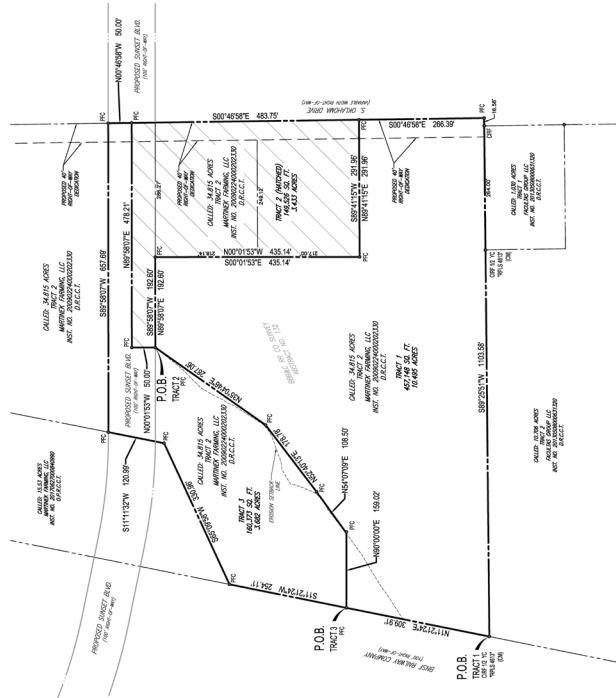
THENCE along the west line of said 34.815 acre tract of land and the east line of said 15.53 acre tract of land, the following courses and distances:

South 11 degrees 11 minutes 32 seconds West, a distance of 120.99 feet to a point at an angle point of said 34.815 acre tract of land and an angle point of said 15.53 acre tract of land;

South 65 degrees 09 minutes 58 seconds West, a distance of 330.96 feet to a point at an angle point of said 34.815 acre tract of land and the south corner of said 15.53 acre tract of land, said point being in the east line of said BNSF Railway Company Railroad;

THENCE South 11 degrees 21 minutes 24 seconds West, a distance of 254.11 feet along the west line of said 34.815 acre tract of land and the east line of said BNSF Railway Company Railroad to the **POINT OF BEGINNING** and containing 160,373 square feet or 3.682 acres tract of land.

LOCATION MAP
SAULT STE. MARIE, MICH.



South 89 degrees 41 minutes 15 seconds West, a distance of 291.96 feet to a point for corner;
North 00 degrees 01 minutes 03 seconds West, a distance of 405.14 feet to a point in the south line of the Proposed Sunset Boulevard (100' width right-of-way).

five CAPITAL
3425 RED DRAGON ROAD
FORT WORTH, TEXAS 76177
817-454-3367

LANTERA
GROUP

14611 E. University Drive, Ste. 300
Houston, TX 77078
713.460.2400

FILE NO.	DATE	CLASS	REMARKS	APPROVED DATE	BY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227
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Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Dusty McAfee AICP, Director of Development Services
 Date: April 14, 2020
 Re: Avilla (The Grove) Expansion PD

Action Requested:

The Celina City Council will conduct a public hearing to consider 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 rezoning an approximately 6 acre tract of land from General Commercial (C-2) to Planned Development (PD) with Mixed-Use District (MU) base zoning, generally located approximately 700 feet west of Preston Road and approximately 1,400 feet north of Frontier Parkway, within the City Limits. (Avilla (The Grove) Expansion PD) (McAfee)

Owner:

Inversiones Meza, LLC
 6040 Durango Dr.
 The Colony, TX 75056

Applicant:

NexMetro Communities
 2221 Lakeside Boulevard, Suite 1210
 Richardson, TX 75082

Background Information:

The City Council approved a Planned Development Amendment (PD-67) for a mixed-use project at the northwest corner of Preston Road and Frontier Parkway in October 2019. The PD included various tracts for retail, office, and multi-family. The applicant's request is to expand one of the tracts onto the six acres to the north as an extension of the proposed one-story multi-family product.

Board Review/Citizen Input:

At the March 17, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on March 27, 2020.

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

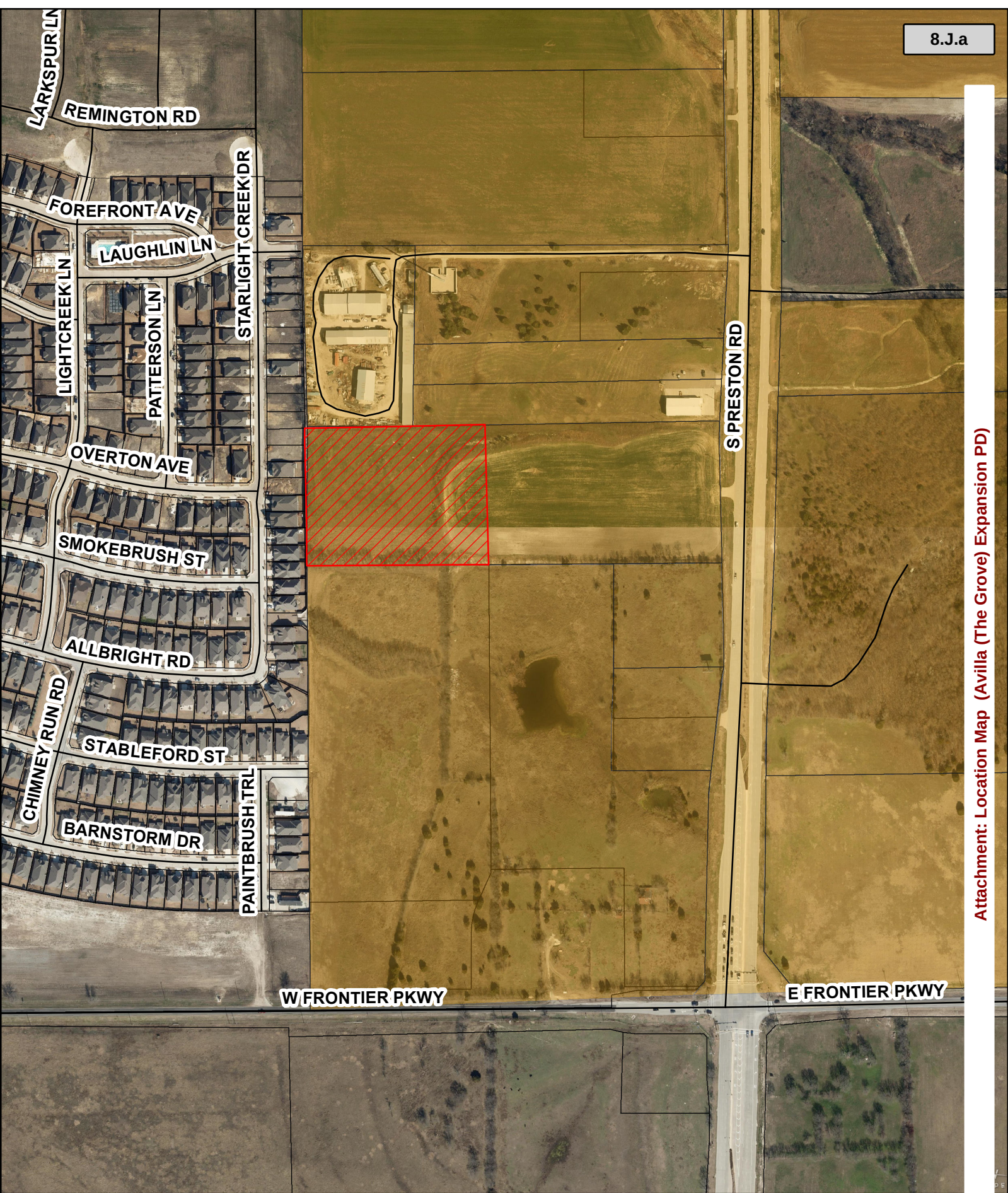
subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Draft Ordinance
- Staff Presentation

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (Avilla (The Grove) Expansion PD)

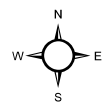


Location Map Avilla Grove Expansion

Date: 3/3/2020

Legend

- Roads
- AvillaExpansion
- City Limits
- Parcels



0

Packet Pg. 457

Feet

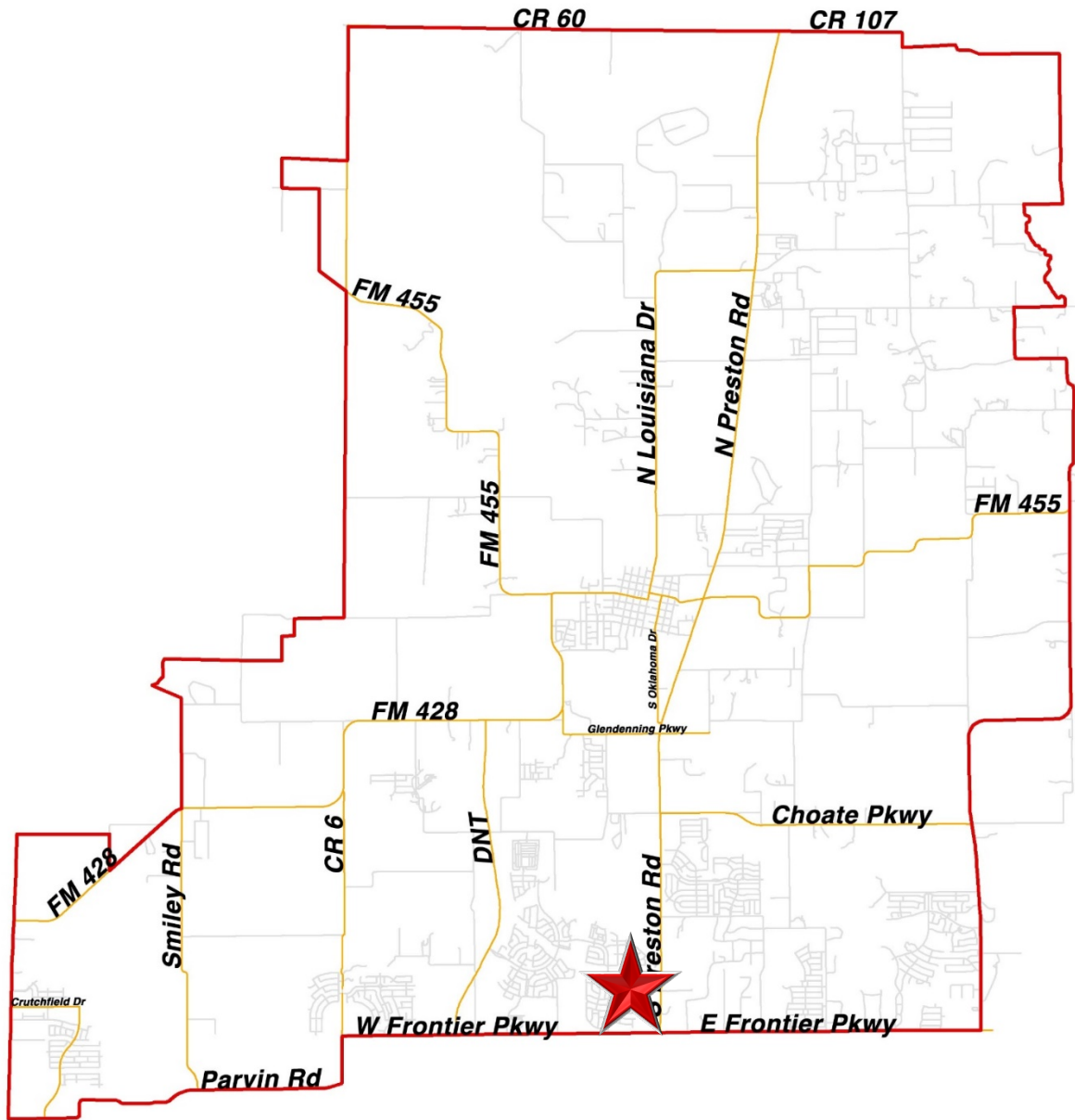
Avilla (The Grove) Expansion

Planned Development

City Council

April 14, 2020

Attachment: Staff Presentation (Avilla (The Grove) Expansion PD)



Location Map

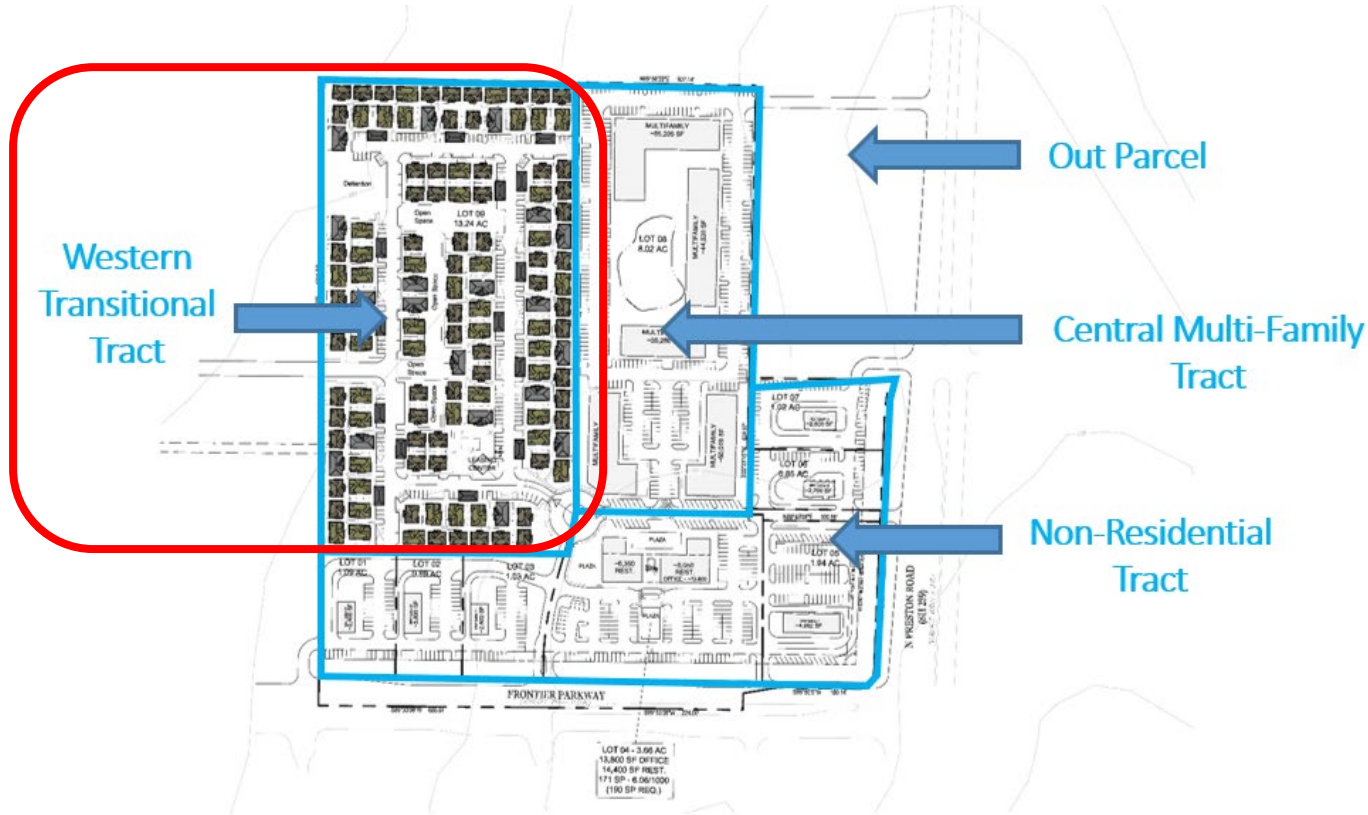
The subject property is generally located at the northwest corner of Preston Road and Frontier Parkway

Attachment: Staff Presentation (Avilla (The Grove) Expansion PD)

Background

- The property is approximately 6 acres within the City Limits and currently zoned Commercial (C)
- In October 2019, the City approved a Planned Development Amendment (PD-67) for a mixed-use project at the northwest corner of Preston and Frontier with various tracts for retail, office, multi-family
- The request is to expand one of the tracts (“Western Transitional Tract”) onto the 6 acres

Concept Plan (2019)



PHASE 2 north side		
1 ROOM 14	2 ROOM 21	3 ROOM 10
PHASE 1 south side		
1 ROOM 42	2 ROOM 96	3 ROOM 45
TOTALS	58 26%	79 30%
TOTAL UNITS: 200		



Project Overview

- The “Western Transitional Tract – North (Ph. 2)” expands the original Western Transitional Tract with the proposed 1-story multi-family product
- The additional 6 acres will yield approximately 57 units, with a total of both phases at 200 units as originally contemplated
- A 20’ landscape buffer on the western perimeter and 10’ landscape buffers on the northern and eastern perimeters apply from the original PD

Project Overview

- An 8' masonry wall is required on the western perimeter
- Tall opaque contiguous evergreen vegetative screening is required on north and east
- A detention/retention area may be required, and will be amenitized

Policy Considerations

- The project maintains the 200 total multi-family units as originally contemplated and already approved
- The proposed 1-story multi-family product is appropriate away from the Preston/Frontier intersection, adjacent to Light Farms, and at the rear of the existing property zoned for Commercial

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its March 17th regular meeting
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2020-____
AVILLA (THE GROVE) EXPANSION

PLANNED DEVELOPMENT #105

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 6 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 700 FEET WEST OF PRESTON ROAD AND APPROXIMATELY 1,400 FEET NORTH OF FRONTIER PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 105; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; 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, Section 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 as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations set forth in Exhibit "B" and Exhibit "C", 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

Attachment: Draft Ordinance (Avilla (The Grove) Expansion PD)

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 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 to establish the zoning classification for the Property as "PD" Planned Development District No. 105 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B: Concept Plan
Exhibit C: Development Regulations

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

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 No. 105, and incorporates the Concept Plan attached hereto as Exhibit "B" and the Development Regulations attached hereto as Exhibit "C."

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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Avilla (The Grove) Expansion PD)

Exhibit A Legal Description

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 167, being part of a called 12.0734 acre tract of land described in a Warranty Deed with Vendor's Lien to Inverciones Meza, LLC, recorded in Instrument No. 20160119000060220, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at one-half inch iron rod with yellow plastic cap stamped "Prop. Cor. Bohler" (herein after called capped iron rod) found at the southwest corner of said 12.0734 acre tract of land and the northwest corner of a called 12.638 acre tract of land described in a Special Warranty Deed to Nexmetro Grove, LP, recorded in Instrument No. 20191121001486670, O.P.R.C.C.T., said capped iron rod being in the east line of Block N, of Light Farms Phase Three, an addition to the City of Celina, according to the plat recorded in Volume 2018, Page 149, O.P.R.C.C.T.;

THENCE North 00 degrees 24 minutes 28 seconds West, a distance of 414.89 feet along the west line of said 12.0734 acre tract of land to a capped iron rod set at the northwest corner of said 12.0734 acre tract of land and the southwest corner of a called 3.99 acre tract of land described as Tract A in a Gift Deed to Terry David Barnes, recorded in Instrument No. 20060123000093180, O.P.R.C.C.T., said point being in the east line of Block N, of The Sage Neighborhood-Phase 2, an addition to the City of Celina, according to the plat recorded in Volume 2017, Page 327, O.P.R.C.C.T.;

THENCE North 89 degrees 20 minutes 30 seconds East, a distance of 546.17 feet along the north line of said 12.0734 acre tract of land to a capped iron rod set in the south line of a called 2.655 acre tract of land described as Tract Four in a Special Warranty Deed to SCK Rentals, LLC, recorded in Instrument No. 20160629000828250, O.P.R.C.C.T., from which a one-half inch iron rod found at the northeast corner of said 12.0734 acre tract of land and the southeast corner of said 2.655 acre tract of land bears North 89 degrees 20 minutes 30 seconds East a distance of 702.14 feet, said iron rod being in the west line of Preston Road-S.H 289 (a variable width right-of-way);

THENCE South 00 degrees 30 minutes 59 seconds East, a distance of 420.86 feet over and across said 12.0734 acre tract of land to a capped iron rod found in the south line of said 12.0734 acre tract of land, said capped iron rod being at the northeast corner of a said 12.638 acre tract of land and the northwest corner of a called 11.836 acre tract of land described as Tract 1 in a Warranty Deed to P Dub Investments, Limited, recorded in Instrument No. 20191121001487500, O.P.R.C.C.T., from which a 60D Nail found at the northeast corner of said 11.836 acre tract of land and the northwest corner of a called 2.3684 acre tract of land described as Tract 5 in a Special Warranty Deed to SCK Revocable Trust, recorded in Instrument No. 20160629000828260, O.P.R.C.C.T. bears North 89 degrees 58 minutes 03 East a distance of 380.17 feet;

THENCE South 89 degrees 58 minutes 03 seconds West, a distance of 546.97 feet along the south line of said 12.0734 acre tract of land and the north line of said 12.638 acre tract of land to the **POINT OF BEGINNING** and 228,394 square feet or 5.243 acres tract of land.

Exhibit B

Concept Plan



Exhibit C Development Regulations

PROJECT OVERVIEW

This Planned Development includes cottage style residential to be an extension of the community already approved in The Grove at Frontier (Lanterra) PD-67 for the Western Transitional Tract, generally on the northwest corner of Preston Road and Frontier Parkway. This addition will be "Western Transitional Tract – North (Ph. 2)". The expansion shall be developed as a unified and cohesive development with the property to the south, and ultimately platted as one lot.

CONCEPT PLAN

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of buildings, parking lots, and other site layout features, all of which can be adjusted for pragmatic purposes at time of permitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services.

LANDSCAPING SCREENING

The landscaping on the subject property shall abide by the Zoning Ordinance, as may be amended.

LIGHTING

1. All exterior light sources, including wall packs and light poles, shall be properly recessed and/or shielded so that the source of light is not visible horizontally nor upward.
2. Light poles are limited to 30' in height.
3. Perimeter property lines shall have zero-foot candles where adjacent to single family residential use in terms of illumination measurement.

OTHER DESIGN STANDARDS

1. No overhead utilities are allowed on-site.
2. Vehicular cross access and pedestrian connectivity is required throughout the subject property.
3. Where possible, elevation changes that require retaining walls shall not undermine the requirements for landscape buffers, trees, and pedestrian linkages.
4. A maximum of 2-story buildings are allowed within 100-feet adjacent to the single-family use along the west boundary for all uses.
5. A 20-ft landscape buffer is required adjacent to the single-family use along the western boundary. Residential fences may be placed within this landscape buffer.
6. A 10-ft landscape buffer is required adjacent to the north and east limits of this tract. Residential fences may be placed within this landscape buffer.
7. An 8-ft high masonry wall is required for all uses adjacent to the single-family along the western boundary except townhome use. For all other perimeters of the Western Transitional Tract (North, Ph. 2), tall opaque contiguous evergreen vegetative screen is required.
8. All residential buildings shall be sprinkled. When sprinkled, buildings shall have a minimum of 8 feet of separation between foundations.
9. Yard spaces may be divided by 6' wooden fences.
10. Parking shall be 1.8 spaces per unit minimum.
11. Allowable materials to include brick, stone, synthetic stone, stucco, and fiber cement siding. Brick or stone shall be used on a minimum of 85% of the gross front elevation area with 50% minimum of the sides and rear elevations.
12. Detention may be required and if provided, must be amenitized.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: April 14, 2020
Re: Stearman Tract PD Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider 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 rezoning an approximately 138 acre tract of land from Agricultural District (AG), to Planned Development (PD) with Dallas North Tollway Overlay (DNTOL) base zoning, generally located west of Dallas Parkway and south of the future Outer Loop, within the City Limits. (Stearman Tract PD Zoning) (McAfee)

Applicant:

Kimley-Horn & Associates, INC
6160 Warren Parkway, Suite 210
Frisco, TX 75034

Owner:

Celina Stearman 39, LP / Central Frisco, Ltd
16400 Dallas Parkway, Suite 100
Dallas, TX 75248

Background Information:

The applicant is requesting to rezone the property from Agricultural District (AG), to Planned Development (PD) with Dallas North Tollway Overlay (DNTOL) base zoning, generally located at the southwest corner of the future Outer Loop and Dallas North Tollway.

Board Review/Citizen Input:

At the March 17, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on March 27, 2020.

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

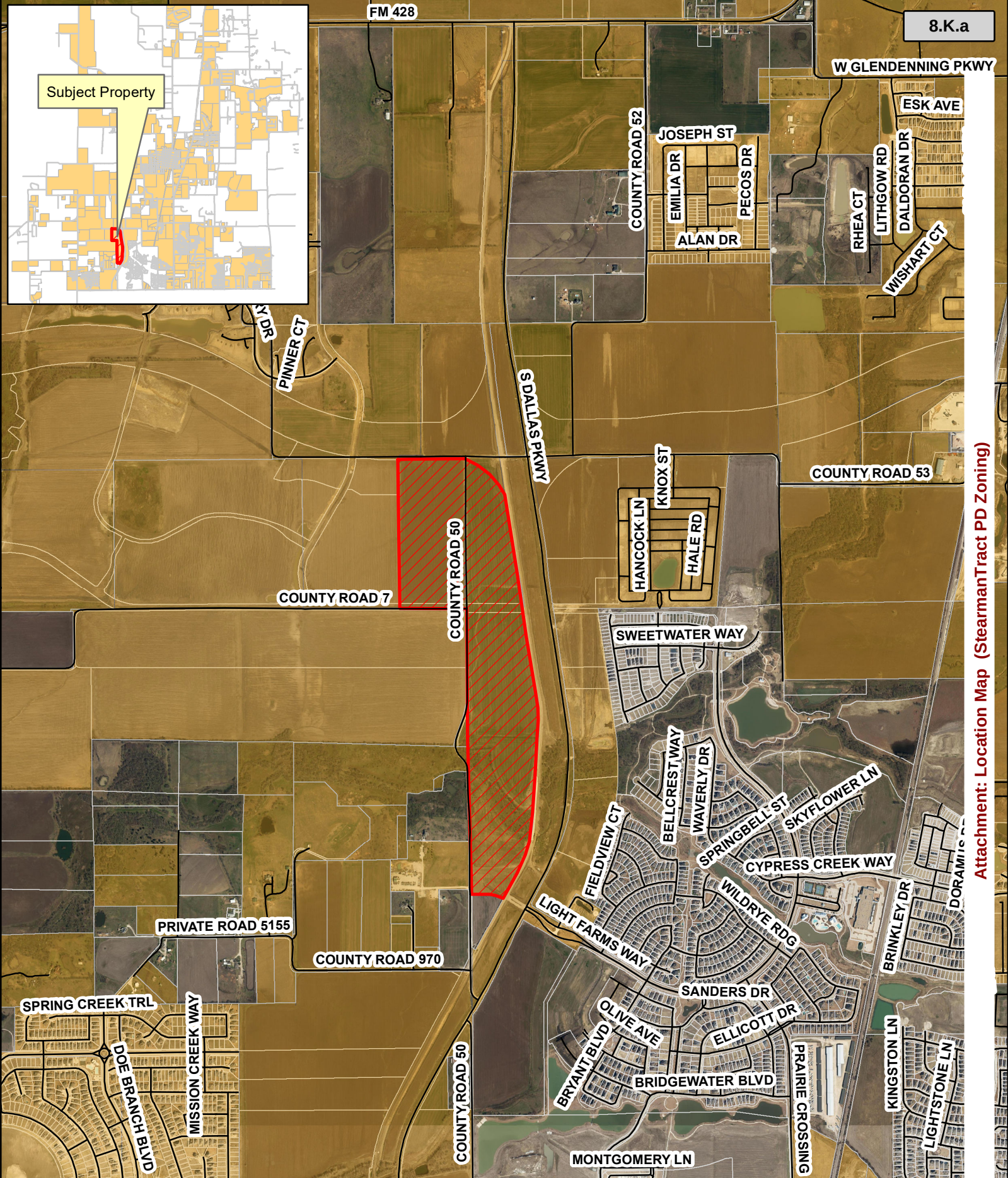
against the proposal.

Supporting Document:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



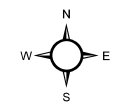
Attachment: Location Map (StearmanTract PD Zoning)



Location Map Stearman PD

Date: 2/4/2020

- Legend**
- Roads
 - Stearman
 - City Limits
 - Parcels



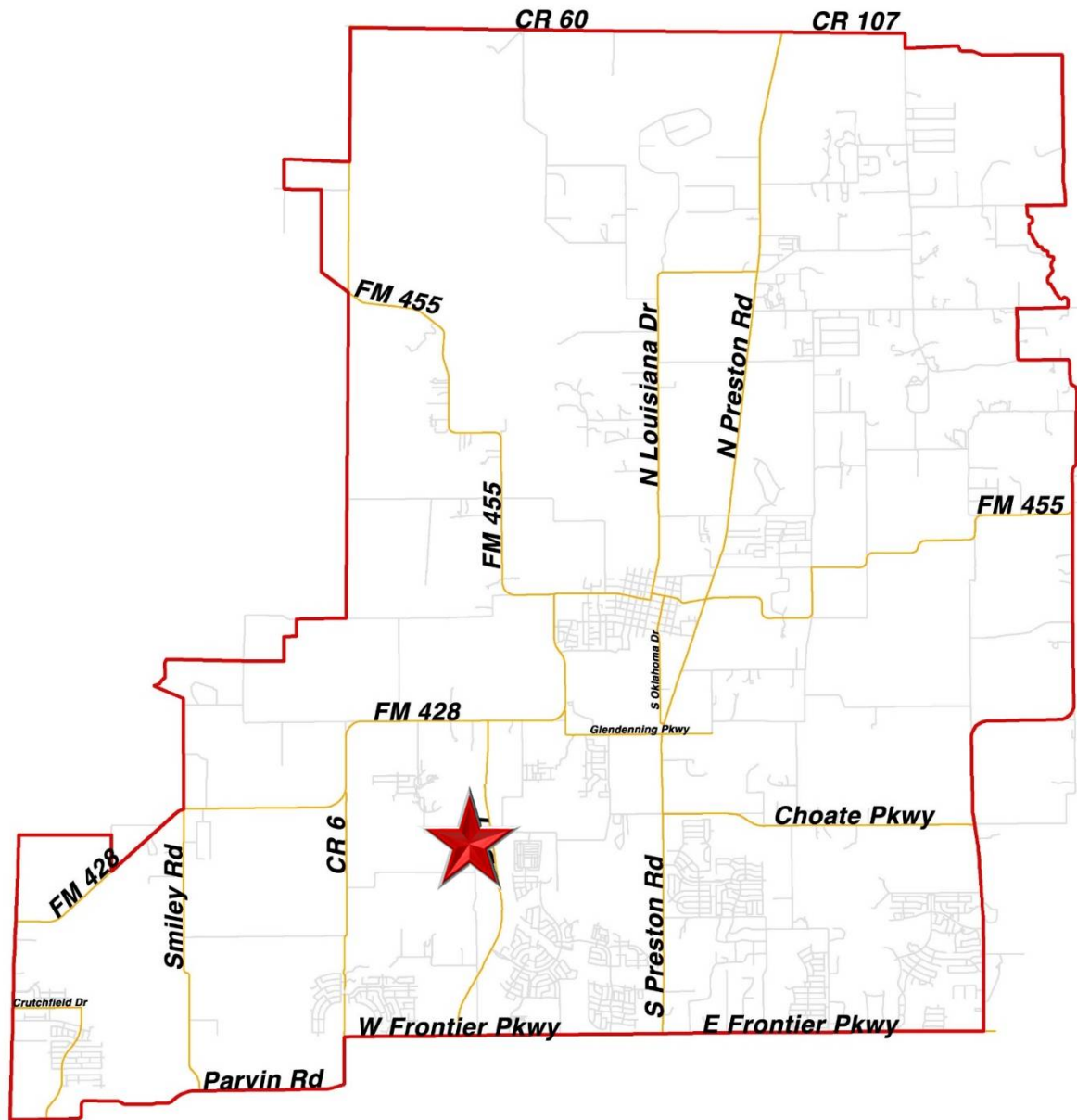
Stearman

Planned Development

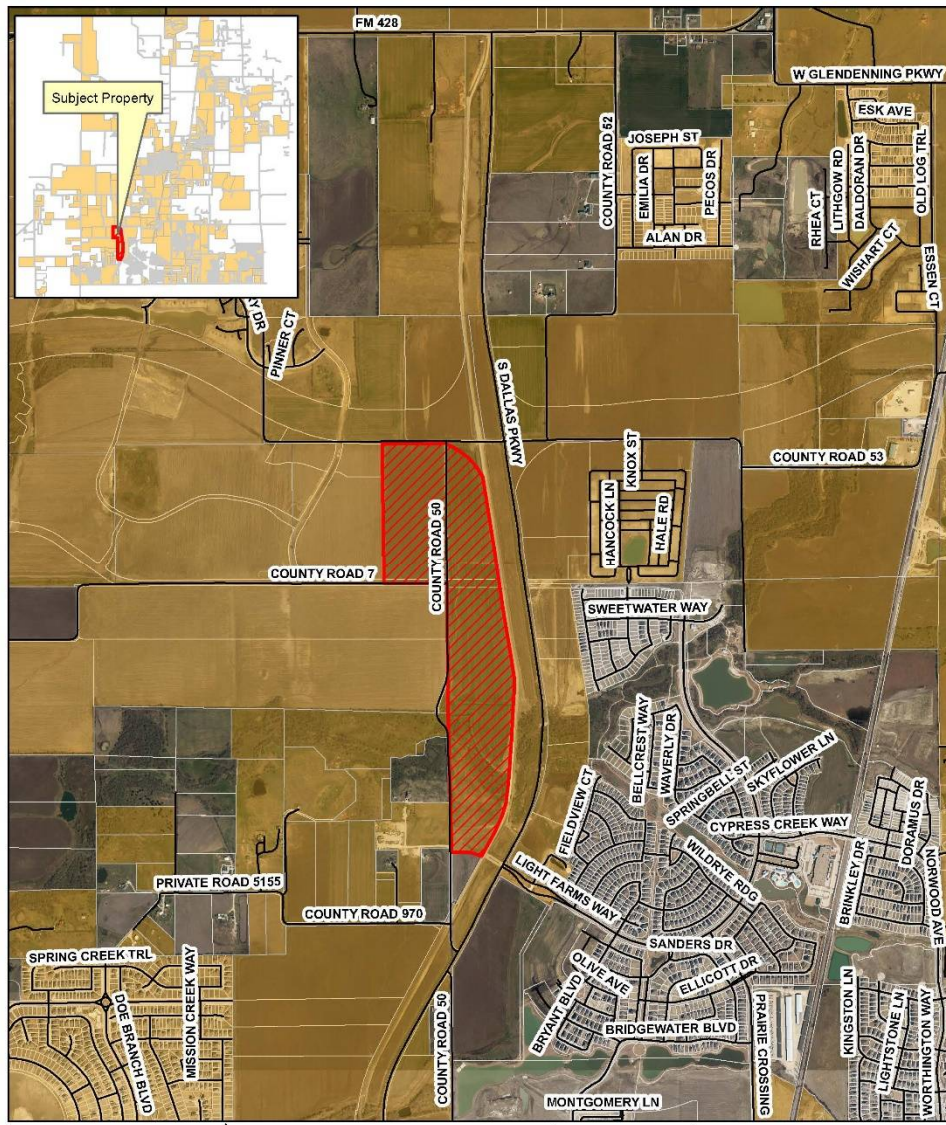
City Council

April 14, 2020

Attachment: Staff Presentation (StearmanTract PD Zoning)



Attachment: Staff Presentation (StearmanTract PD Zoning)



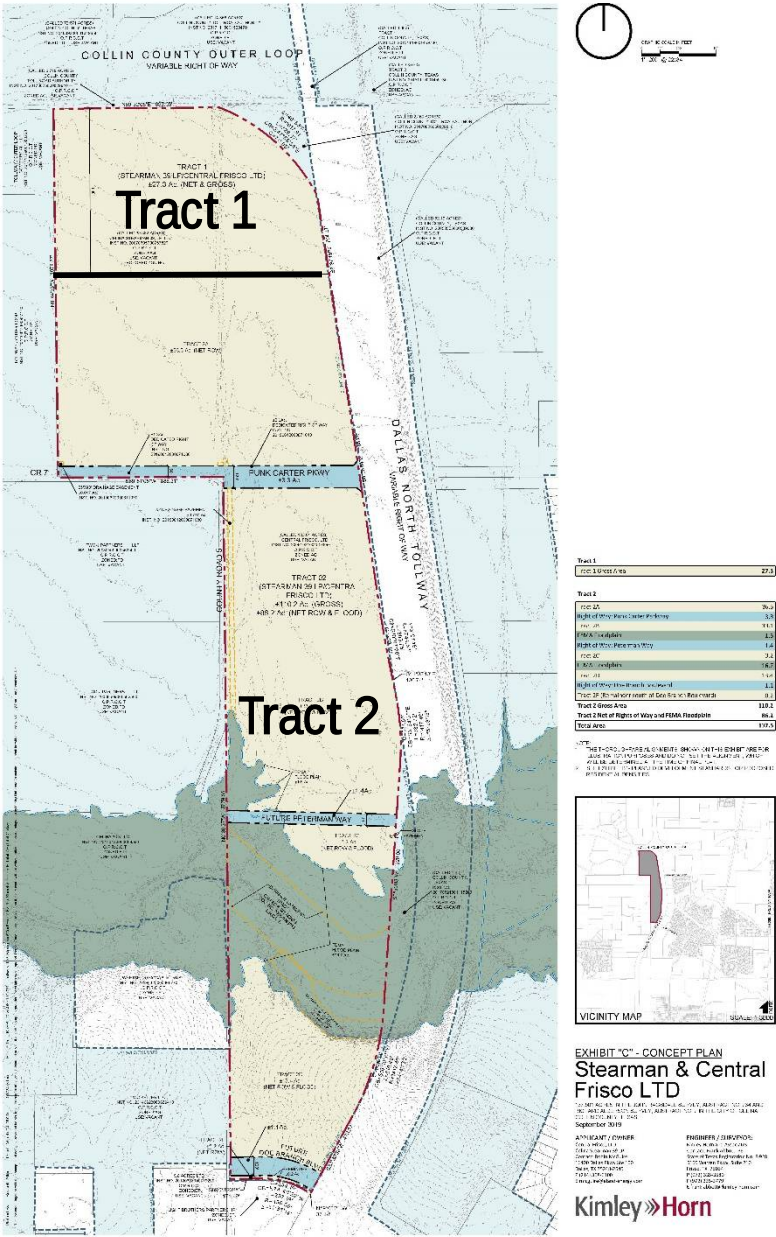
Location Map

The subject property is generally located at the southwest corner of the future Outer Loop and Dallas North Tollway

Background

- The property is approximately 138 acres within the City Limits and currently zoned AG
- An existing Development Agreement includes broad “commercial, retail, office” land uses
- The property is at a major hard corner of the future Outer Loop and the DNT
- The Planned Development will have a base zoning of the Dallas North Tollway Overlay (DNTTO)

Zoning Exhibit



Project Overview

- Staff believes that the DNTD base zoning sufficiently covers the City's needs and is appropriately market friendly
- The applicant is requesting the ability to apply for Specific Use Permits (SUPs) for a few additional land uses, such as hotels, nurseries, and microbreweries
- Staff has no objection on these land uses since the City retains final approval authority through the SUPs

Policy Considerations

- The PD uses the DNT0 base zoning (1st time – affirmation that it is market based)
- An existing DA applies to the subject property with broad entitlement language
- The PD will help market the subject property
- City standards apply

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its March 17th regular meeting
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2020-____

STEARMAN

PLANNED DEVELOPMENT #107

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 138 ACRE TRACT OF LAND LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 734, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF DALLAS NORTH TOLLWAY AND SOUTH OF THE FUTURE COLLIN COUNTY OUTER LOOP, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 107; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; 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, Section 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 as though fully set forth herein (the “Property”); and

WHEREAS, the Concept Plan and Development Regulations set forth in Exhibit “B” and Exhibit “C”, 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 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 to establish the zoning classification for the Property as "PD" Planned Development District No. 107 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B: Concept Plan
Exhibit C: Development Regulations

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

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 No. 107, and incorporates the Concept Plan attached hereto as Exhibit "B" and the Development Regulations attached hereto as Exhibit "C."

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 14th day of April, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (StearmanTract PD Zoning)

Exhibit A Legal Description

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being part of a called 103.61 acres tract described in a Special Warranty Deed to Central Frisco, LTD., as recorded in Instrument No. 20061031001557890 of the Official Public Records of said county, part of a called 39.532 acres tract described in a Warranty Deed to Celina Stearman 39, LP, as recorded in Instrument No. 20070605000757520 of said Official Public Records, and all of a called 2.042 acres tract described in a Street Right-Of-Way Deed to the City of Celina, Texas, as recorded in Instrument No. 20190642000671040 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southerly right-of-way line of Collin County Outer Loop, a variable width right-of-way, on the common line dividing the west line of said 39.532 acres tract and an east line of a called 525.531 acres tract described in a Special Warranty Deed with Vendor's Lien to Tollway/Outer Loop, L.P., as recorded in Instrument No. 20140827000927470 of said Official Public Records;

THENCE North 89°32'05" East, leaving said common line and along the southerly line of said Collin County Outer Loop, a distance of 893.05 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 40°53'07", a radius of 1017.91 feet, a chord bearing and distance of South 47°58'35" East, 711.05 feet;

THENCE in a southeasterly direction, continuing along the southerly line of said Collin County Outer Loop and with said curve to the right, an arc distance of 726.37 feet to a point at the end of said curve, said point being in the westerly line of Dallas North Tollway, a variable width right-of-way;

THENCE along the westerly right-of-way line of said Dallas North Tollway, the following courses and distances:

South 08°37'15" East, a distance of 704.27 feet to a point for corner;

South 08°36'04" East, a distance of 1,565.48 feet to a point at the beginning of a tangent curve to the left having a central angle of 03°01'46", a radius of 5744.58 feet, a chord bearing and distance of South 10°07'20" East, 303.71 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 303.75 feet to a point for corner;

South 11°38'13" East, a distance of 130.74 feet to a point at the beginning of a tangent curve to the right having a central angle of 15°28'15", a radius of 1417.40 feet, a chord bearing and distance of South 3°54'05" East, 381.56 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 382.72 feet to a point for corner;

South 03°50'03" West, a distance of 1320.00 feet to a point at the beginning of a tangent curve to the right having a central angle of 24°40'30", a radius of 1417.40 feet, a chord bearing and distance of South 16°10'18" West, 605.71 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 610.42 feet to a point for corner;

Attachment: Draft Ordinance (StearmanTract PD Zoning)

South 28°30'33" West, a distance of 473.37 feet to a point on a southerly line of the aforementioned 103.61 acres tract;

THENCE North 59°00'21" West, leaving said westerly right-of-way line and along the southerly line of said 103.61 acres tract, a distance of 37.14 feet to a point at the beginning of a tangent curve to the left having a central angle of 31°36'14", a radius of 430.00 feet, a chord bearing and distance of North 74°48'29" West, 234.19 feet;

THENCE in a northwesterly direction, continuing along the southerly line of said 103.61 acres tract and with said curve to the left, an arc distance of 237.19 feet to a point for corner;

THENCE South 89°23'23" West, continuing along the southerly line of said 103.61 acres tract, a distance of 171.49 feet to a point for corner;

THENCE North 00°36'37" West, along the westerly line of said 103.61 acres tract, a distance of 3779.55 feet to a point for corner, said point being the northeast corner of Tract 1, a called 182.598 acres tract described in a Quitclaim Deed to Two-J Partners, LLLP, as recorded in Instrument No. 20080509000562500 of said Official Public Records and the southwest corner of the aforementioned 39.532 acres tract;

THENCE South 89°51'05" West, along the common line dividing the south line of said 39.532 acres tract and the north line of said 182.598 acres tract, a distance of 888.51 feet to a point for the southwest corner of said 39.532 acres tract and a southeast corner of the aforementioned 525.531 acres tract;

THENCE North 00°44'33" West, along the common line dividing the west line of said 39.532 acres tract and the east line of said 525.531 acres tract, a distance of 1979.87 feet to the **POINT OF BEGINNING** and containing 137.501 acres (5,989,557 square feet) of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com



Exhibit B

Concept Plan

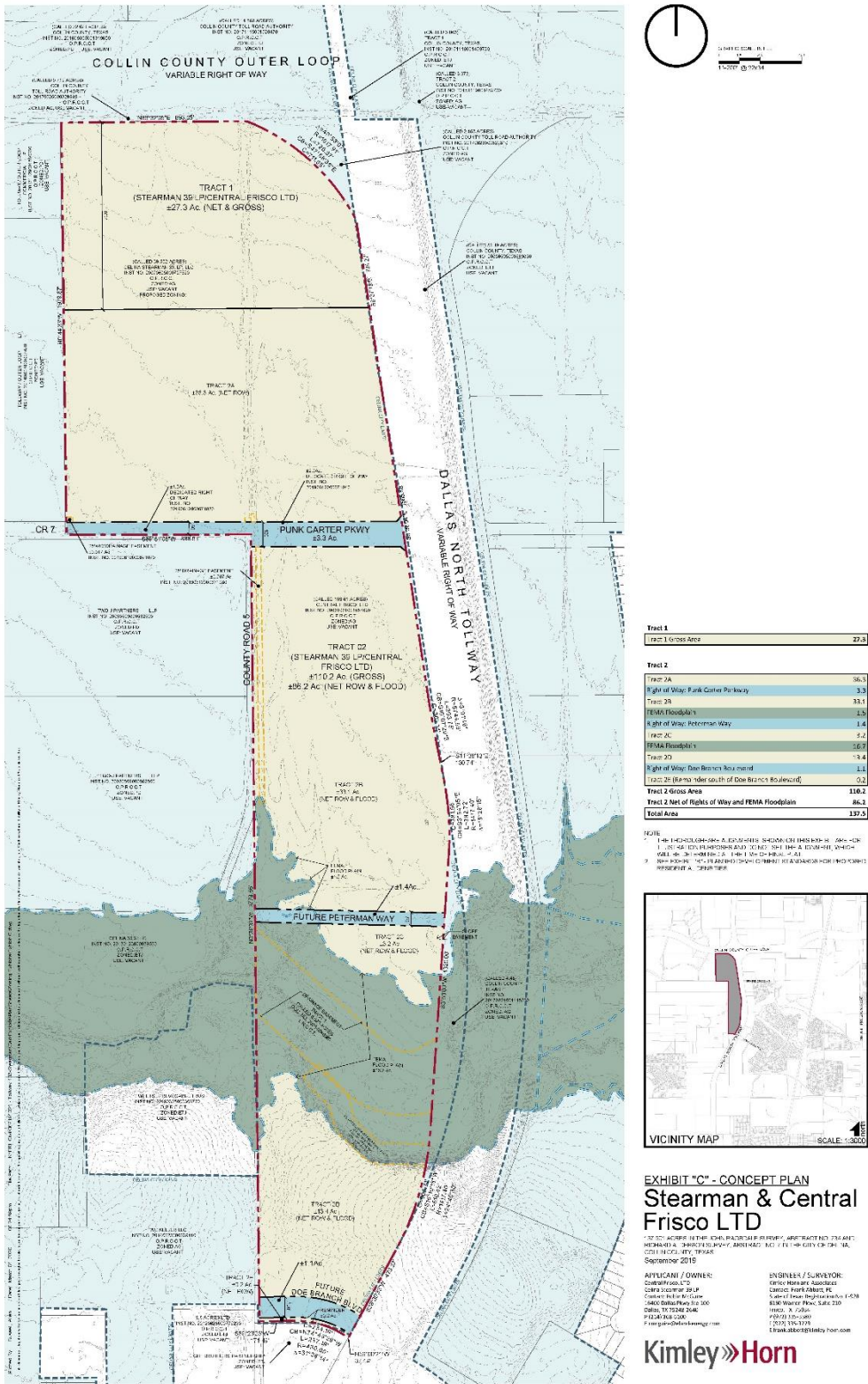


Exhibit C Development Regulations

Development within this Planned Development (PD) District will follow the regulations outlined below and meet the intent of the Concept Plan that is attached as Exhibit B and the permitted uses as noted herein. Any significant changes to the land uses set forth herein shall require approval of the City of Celina Planning & Zoning Commission, as well as the City of Celina City Council as outlined in Sec. 14.01.303.

These planned development standards are established to provide areas for mixed-use development, encourage and promote well-planned, compact and viable retail/commercial development, large scale office, or high-density multi-family.

All development within Tract 1 (see Exhibit B) shall meet the standards of the Dallas North Tollway Overlay (High Rise Subzone) zoning district as established in the City of Celina Zoning Ordinance, with the exceptions noted herein. All development within Tract 2 (see Exhibit B) shall meet the standards of the Dallas North Tollway Overlay (Suburban Subzone) zoning district as established in the City of Celina Zoning Ordinance, with the exceptions noted herein.

These planned development regulations will hold precedence over any conflicting regulations created by the Dallas North Tollway Overlay District, the Collin County Outer Loop Overlay District, the Zoning Ordinances, etc.

- (a) **Permitted Uses:** The following uses are allowed by right or by the approval of a Specific Use Permit (SUP) as noted herein. Other uses may be allowed, as allowed within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Uses Chart).

Schedule of Permitted Uses ¹		
Land Use	Tract 1 (High Rise)	Tract 2 (Suburban)
Alcohol Sales, Primary	S	S
Alcohol Sales, Secondary	P	P
Assisted Living		S
Auto Laundry or Carwash	S	S
Auto Repair, Minor		S
Auto Sales, Accessories Only		P
Auto Wash, Secondary Use		S
Bank, Savings & Loan, or Credit Union		P
Batch Plant, Temporary	C	C
Child Daycare (business)	S	P
Church/Place of Worship		P
Club, Private (Class I and II)	S	S
Commercial Amusement, all types	S	P
Dwelling, Senior Living, all types		S
Funeral Home/Mortuary		S
Funeral Home (without crematorium)		S
Gas Pumps/Fuel Sales, incl convenience stores, gas stations, etc ²		P
Greenhouse or Nursery, Retail		P
Hardware Stores/Home Garden Center		P
Helistop	S	S

Hospital	S	P
Hotels ^{3 & 4}	P	P
Kiosk (providing a service, must have a principal use)	S	S
Laundry/Dry Cleaning, Pickup Station	S	P
Manufacturing and Industrial Uses, Light		S
Media Studio (without tower)		P
Medical Facilities (secondary / ancillary)	P	P
MF-1, Multi-Family Garden Style ⁵		S
MF-2, Multi-Family Urban Edge ⁵		P
MF-3, Multi-Family Urban Living ⁵	P	P
Microbrewery Sales and Consumption (onsite mfg)	S	S
Mini Warehouse & Self-Storage ⁶		S
Municipal Uses Operated by the City of Celina	P	P
Nurse (retail sales outdoor)	S	S
Office, all types	P	P
Outdoor Display – Sales	S	S
Parking Structure	P	P
Research Lab (nonhazardous)	S	S
Restaurant, Dine-In	P	P
Restaurant, Drive-In or Drive-Thru	S	P
Restaurant, Pick-Up or Delivery Only	S	P
Seasonal Sales	S	S
Single Family Attached (Townhomes or other similar products)		S
Store, Big Box ⁷	S	P
Store, General Retail	S	P
Store, Grocery	S	P
Store, Shopping Centers ⁸	S	P
Stores, Regional Mall ⁹	P	P
Theater, Indoor ¹⁰	P	P
Veterinarian (indoor kennels)		P

- Other similar/complimentary uses may be approved by the City in addition to the specific uses noted herein. Other uses consistent with an urban mixed-use environment may be approved by the City with a Specific Use Permit.
- A maximum of 3 separate facilities are allowed by right (excluding fueling stations that are allowed as accessory uses herein). Additional facilities may be allowed by the City with a specific use permit process.
- Must have a minimum height of 4 stories in Tract 1.
- The Extended Stay use is limited to Tract 2 only with an SUP.
- Age restricted senior living is allowed within this multiple family use.
- Must be a majority climate controlled and majority 2 story minimum in height.
- A “Big Box” is defined as a major department store, a full-service grocery store, or similarly sized business and may include accessory fueling station facilities.
- “Shopping Centers” are defined as generally one-to-two story and linear in form, with parking at the front and associated pad sites nearer the roadway.
- “Regional Malls” are defined as a one or more story building containing shops either with an air-conditioned court/walkways (examples are Stonebriar Mall or The Galleria Mall) or with outdoor walkable areas (such as Fire Wheel Center or Fairview Town Center).
- On Tract 1, the use is permitted by right only if integrated into a mixed use environment. Otherwise, on Tract 1, the use requires an SUP

(b) Development Regulations:

1. Residential Density:

- Multiple-family units (Urban Living Style), minimum forty (40) dwelling units per acre with no maximum.

- B) Multiple-family units (Urban Edge Style), maximum thirty-five (35) dwelling units per acre.
- C) Multiple-family units (Garden Style), maximum twenty-four (24) dwelling units per acre.
- D) Single Family Attached (Townhomes), maximum twelve (12) dwelling units per acre.

2. Open Space:

- A) All multi-family districts require twenty percent (20%) of the gross acreage as open space with a minimum of fifty percent (50%) of that open space being “usable open space,” as defined in Section 14.01.115, *Other Zoning Ordinance Definitions*. Any open space area shall be platted as a common area lot, be owned and maintained by the owner or management firm and be designated with an “X” on the plat. Open space should be located to preserve existing trees and other desirable physical features. Detention/retention ponds may count towards up to 50% of the “useable open space” if amenitized and acceptable as determined by the City at the time of approvals for the preliminary site plan.
- B) MF-3 districts are subject to twenty percent (20%) open space of the building footprint (rather than the gross acreage of MF-1 and MF-2 districts). The Director has the discretion to reduce this percentage if conditions dictate that reducing the open space will be in the best interest of the City.
- C) It is expected that some or all of the shared amenities for MF-3 developments will be provided within interior spaces. Therefore, the open space requirement for this type of multi-family development may be reduced by the amount of shared interior open space provided, such as interior or rooftop swimming pools, sports courts, community rooms, etc.
- D) Non-residential developments have no open space requirements beyond the standard landscape buffers, landscape islands, etc. This requirement does not preclude the requirements related to detention/retention facilities as specified in the City’s engineering standards.

3. Setbacks:

ARTICLE II, PART FOUR, TABLE 1A		
SETBACKS AND LANDSCAPE BUFFERS ADJACENT TO SINGLE-FAMILY		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	40 feet	20 feet
3+ story	60 feet	30 feet

Note 1. Parking and/or drive aisles may be located within the setback, but not within the buffer.

Note 2. Refer to Section 14.04.207(c) for landscaping requirements within buffers.

ARTICLE II, PART FOUR, TABLE 1B		
SETBACKS AND LANDSCAPE BUFFERS ADJACENT TO OTHER THAN SINGLE-FAMILY DISTRICTS		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to Other than SF</i>	<i>Buffer Width within Setback</i>
1+ story	10 feet	10 feet

Note 1. Parking and/or drive aisles may be located within the setback, but not within the buffer.

Note 2. Refer to Section 14.04.207(c) for landscaping requirements within buffers.

Additional Notes:

1. There is no setback requirement when the building is attached.
2. The front setback for non-residential buildings is a minimum 20’
3. The front yard setback may be reduced to a minimum of fourteen (14) feet behind the face of curb in an urban mixed-use environment upon approval by the City at the time of approvals for the preliminary site plan/preliminary plat.
4. If setbacks are less than the required landscape buffers along ROW’s, the greater setback/buffer will take precedence.
5. The required buffer may be adjusted by the City at the time of development, if the use is integrated into a mixed use/urban environment.

4. Heights:

- A) There is no maximum height limitation in Tract 1.
- B) There is a minimum height limitation in Tract 1 of two (2) stories unless otherwise approved by the City.
- C) The maximum height in Tract 2 for non-residential and urban living (MF 3) structures is seven (7) stories unless otherwise approved by the City. The minimum height is one (1) story.
- D) There is a maximum height of four (4) stories for garden style apartments.
- E) All buildings within an Urban Edge (MF 2) development shall be a minimum of two (2) stories in height and a maximum height of six (6) stories.
- F) All buildings within an Urban Living (MF 3) development shall be a minimum of four (4) stories in height.

5. Multiple Family Parking:

MULTI-FAMILY PARKING SPACES PER UNIT SIZE*	
<i>Type of Unit</i>	<i>Number of Spaces</i>
Studio	1.5
1 bedroom	1.5
2 bedrooms	2.0
3+ bedrooms	2.5
Total required spaces	No less than 1.6 spaces per dwelling unit overall

* Age restricted multifamily complexes can park at a ratio of 1 space per unit count, no matter what the size of an individual unit.

MULTI-FAMILY PERCENT OF ENCLOSED OR STRUCTURED PARKING	
<i>Type of Multi-Family</i>	<i>Minimum Percent of Enclosed or Structured Parking</i>
MF-1, Garden Style *	10%
MF-2, Urban Edge *	none required
MF-3, Urban Living	75%

*An increase in density of five percent (5%) for the total units allowed per net acre is permitted when at least fifty percent (50%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed parking (garage).

6. Multiple Family Amenities:

- A) MF-1 Garden Style - A minimum of four (4) of the following must be incorporated into each MF-1 development. A minimum of two (2) major amenities must be provided. The scale of the amenities as well as other comparable amenities shall be approved through the site plan approval process.
1. Major amenities:
 - i. Dog park.
 - ii. Indoor exercise facility.

- iii. Jogging trail.
- iv. Sport courts or fields (volleyball, baseball, tennis etc.).
- v. Swimming pool.
- 2. Minor amenities:
 - i. Gazebo.
 - ii. Improved picnic areas (with tables, grills, shading).
 - iii. Playground or tot lot.
 - iv. Splash pad.
 - v. Putting green.

B) *MF-2 Urban Edge* - A minimum of four (4) of the following must be incorporated into each MF-2 development. A minimum of two (2) major amenities must be provided. The scale of the amenities as well as other comparable amenities shall be approved through the site plan approval process.

- 1. Major amenities:
 - i. Indoor exercise facility.
 - ii. Jogging trail.
 - iii. Sport courts or fields (volleyball, baseball, tennis etc.).
 - iv. Swimming pool.
- 2. Minor amenities:
 - i. Gazebo.
 - ii. Improved picnic areas (with tables, grills, shading).
 - iii. Playground or tot lot.
 - iv. Splash pad.

C) *MF-3 Urban Living* - A minimum of three (3) of the following must be incorporated into each MF-3 development. A minimum of two (2) major amenities must be provided. The scale of the amenities as well as other comparable amenities shall be approved through the site plan approval process.

- 1. Major amenities:
 - i. Indoor exercise facility.
 - ii. Indoor jogging trail.
 - iii. Sport courts or fields (volleyball, baseball, tennis etc.).
 - iv. Swimming pool.
 - v. Meeting room.
- 2. Minor amenities:
 - i. Playground or tot lot.
 - ii. Splash pad.

7. Miscellaneous Requirements:

- A) No detailed concept plan is required beyond Exhibit B as provided herein.
- B) Alternative street sections are allowed in an urban mixed-use environment, subject to City approval (i.e. Director of Engineering and Director of Development Services) at the time of preliminary site plan/preliminary plat review and approvals.
- C) In MF-1 and MF-2, boats, campers, trailers, and other recreational vehicles shall be prohibited unless oversize parking areas are provided as a part of an approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall generally not be visible from

a public street.

- D) Multiple family buildings with enclosed garages in MF-1 and MF-2, when adjacent to a public street, must face the garage doors internally to the development. Garage doors may not face a public street unless otherwise approved by the City at time of approval of the preliminary site plan/site plan.
 - E) Outdoor Sales: Large retail centers may include departments on the exterior of the air-conditioned portion of the building that allows for sales of additional goods and services including, but not limited to, plants and garden materials, equipment, tools, appliances, etc. When this option is utilized, the structure must be built of permanent materials and connected to the main building. Screening shall provide 85% opacity and be constructed with a dark grey mesh or other materials as approved by the City. Nothing shall be stored higher than the screening.
 - F) The common boundary between Tract 1 and Tract 2 may be adjusted to accommodate minor changes to actual development uses, not to exceed five (5) percent change in area of either Tract.
 - G) It is agreed that any prescriptive ROW for CR5 (north of Punk Carter) may be abandoned by the City at the time of development at the request of the landowner (developer). Any prescriptive ROW for CR5 (south of Punk Carter) may also be abandon at the time of development if agreed to by the City and/or the adjacent landowner.
 - H) Architectural Standards: The spirit and intent of the architectural standards, as outlined in Section 14.04.101 of the Development Code (as may be amended), shall apply to the property. These standards are not intended to prohibit architectural innovation, nor are they to mandate specific architectural styles and concepts. Rather, they are intended to provide for developments of enduring quality that provide visual character and intent. The provisions of this section shall be administered by the Director of Development Services who shall have the authority to approve any façade plan that is deemed to satisfy the spirit and intent of the requirements of this section to the extent possible. Alternative façade plans deemed to meet the intent of the requirements, including any minor deviations or waivers, and to make necessary interpretations regarding any subjectivity or frustrations of purpose contained within the requirements. Alternative architectural styles and/or concepts, deviations, waivers, etc. will not be unreasonably withheld.
- Façade orientations (i.e. layouts) to the single family do not apply. Buildings within a common development may have varying architectural styles, materials, colors, and/or detailing as long as they have similar quality, visual character, and interest.
- I) The thoroughfare alignments shown are for illustration purposes only and do not set the alignment(s), which will be determined at the time of the Final Plat.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: April 14, 2020
 Re: 20-03 Annexation Resolution

Action Requested:

Consider and act upon a resolution of intent to annex approximately 1113 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-03 Annexation Resolution) (McAfee)

- 1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,
- 2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,
- 3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,
- 4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,
- 5) Collin CAD Property ID 983555, being an approximate 36.100 acre tract of land in Collin County, Texas, legally described as Abstract No. 102 in the John D. Brown Survey, Tract 5; generally located on the north west corner of FM 2478 and CR 126 (future Peterman Parkway),
- 6) Collin CAD Property ID 1011693, being an approximate 17.744 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 10; generally located east of Coit Road (CR 87) and approximately 1,900 feet north of Choate Parkway,
- 7) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,

- 8) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
- 9) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. Mckim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
- 10) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
- 11) Denton CAD Property ID 208200, being an approximate 40.622 acre tract of land in Denton County, Texas, legally described as Abstract No. 926A in the MEP & PRR Survey, Tract 7A; generally located at southwest corner of Mobberly Road and Fairfield Road.
- 12) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,
- 13) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,
- 14) Denton CAD Property ID 52739, being an approximate 5.35 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 9; generally located north of Parvin Road and approximately 550 feet east of Smiley Road,
- 15) Denton CAD Property ID 52758, being an approximate 9.65 acre tract of land in Denton County, Texas, legally described as Abstract No. 253A in the C. Copenhaver Survey, Tract 5; generally located approximately 250 feet north of Parvin Road and approximately 550 feet east of Smiley Road,
- 16) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,
- 17) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,
- 18) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,
- 19) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,
- 20) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,
- 21) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 20; generally located north of Mark

Alexander Court and approximately 1,000 feet west of Kristina Court,

- 22) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,
- 23) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,
- 24) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,
- 25) Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,
- 26) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,
- 27) Collin CAD Property ID 985492, being an approximate 15 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 2; generally located approximately 1,200 feet east of FM 428 and south of Celina Road (FM 428),
- 28) Collin CAD Property ID 1529858, being an approximate 49.074 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 6; generally located approximately 1,600 feet east of FM 428 and south of Celina Road (FM 428),
- 29) Collin CAD Property ID 1498034, being an approximate 10.408 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 31; generally located west of the BNSF Railroad and north of Kristina Court,
- 30) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,
- 31) Collin CAD Property ID 1497856, being an approximate 12.003 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 13; generally located south of Mark Alexander Court and approximately 300 west of the BNSF Railroad,
- 32) Collin CAD Property ID 1497865, being an approximate 13.955 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 14; generally located south of Mark Alexander Court and west of the BNSF Railroad,
- 33) Collin CAD Property ID 2611595, being an approximate 6.040 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 12-2; generally located south of Mark Alexander Court and approximately 670 west of the BNSF Railroad,
- 34) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,
- 35) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County,

Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,

- 36) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court, and
- 37) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,
- 39) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,
- 40) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and
- 41) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road.

Background Information:

In alignment with the City's growth strategies and per the direction from Celina's City Council, the purpose of this resolution is relating to the intent to annex certain properties.

Below is the anticipated annexation schedule for the properties:

April 14, 2020 - City Council acts on a resolution to set the public hearing dates.

May 12, 2020 - First Public Hearing to be held.

October 2020 - Petition Verification

November 10, 2020 - Second Public Hearing to be held.

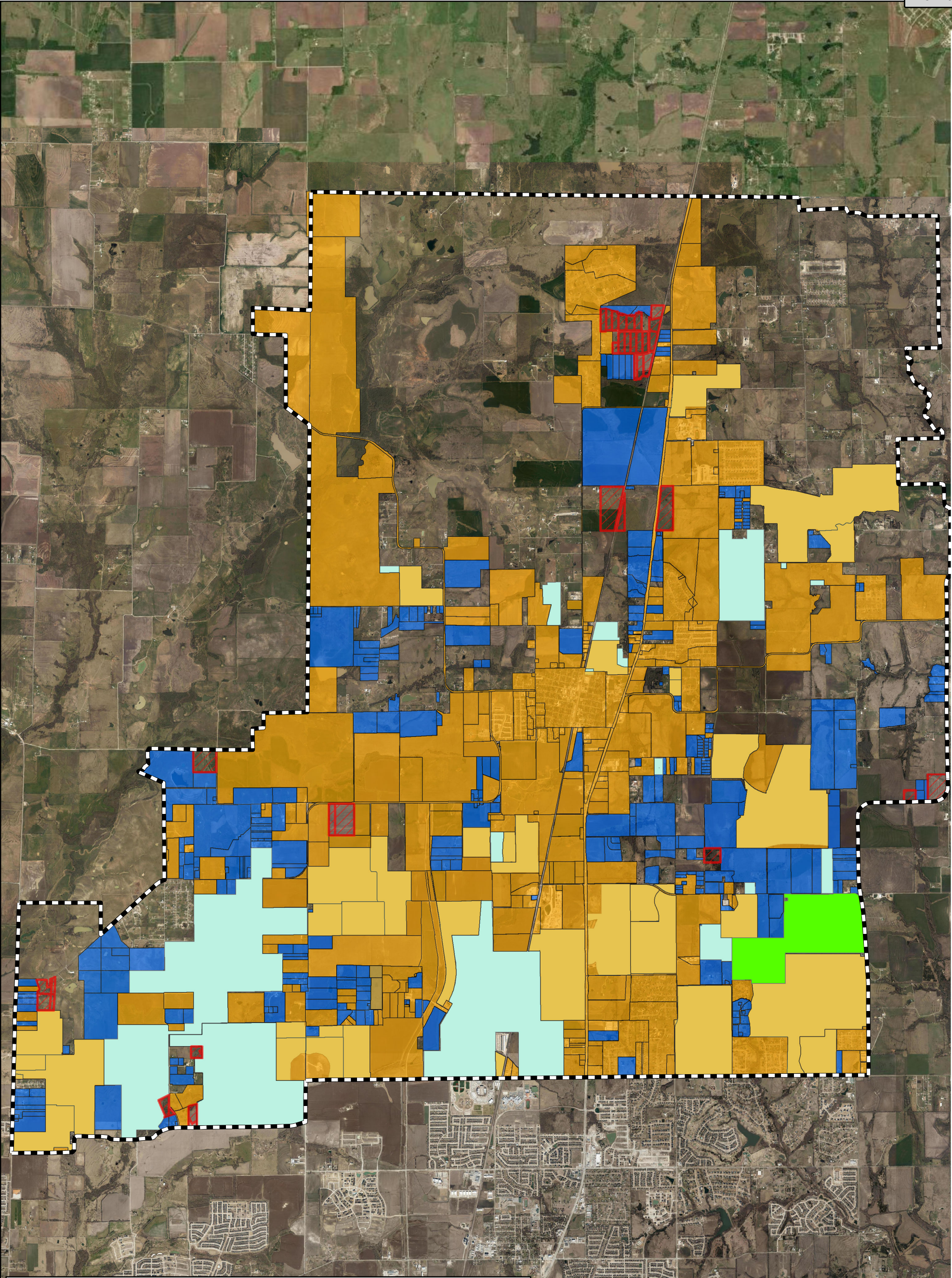
December 8, 2020 - Third Public Hearing and annexation ordinance adoption.

Supporting Documents:

- Location Map
- Annexation Resolution
- Staff Presentation

Staff Recommendation:

Staff recommends approval of the Resolution.



Attachment: Location Map (20-03 Annexation Resolution)

Development Agreements - 556.836 Acres
Potential Annexations - 555.460 Acres

Source: DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

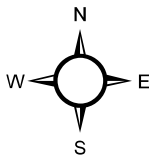


Potential Annexations City of Celina

Date: 3/26/2020

Legend

- Ultimate Boundary
- Potential Annexations
- Development Agreement
- DA's



0 5,000 10,000 Feet

RESOLUTION NO. R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS RELATING TO THE INTENTION TO ANNEX CERTAIN PROPERTY PURSUANT TO THE REQUIREMENTS OF SUBCHAPTER C-4, TEXAS LOCAL GOVERNMENT CODE, INTO THE CORPORATE LIMITS OF THE CITY OF CELINA; PROVIDING FOR ALL MATTERS REQUIRED BY SUBCHAPTER C-4; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (“City Council”) has the authority to annex property into the corporate limits of the City of Celina, Texas, a home-rule municipality (“City”) in accordance with applicable state law and the City Charter; and

WHEREAS, Section 43.0682 of the Texas Local Government Code provides that a city proposing to annex property under Subchapter C-4 must prepare and adopt a resolution of intent containing certain specified information; and

WHEREAS, the City Council desires to adopt a resolution in compliance with the requirements of Section 43.0682.

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

Section 1. Findings Incorporated. The facts, findings and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. Intent to Annex and Service Plan. In accordance with Section 43.0682 of the Texas Local Government Code, the City Council hereby resolves the following:

1. The City intends to annex the area, approximately 1113 acres, generally located in the description below:

Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,

Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,

Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,

Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,

Collin CAD Property ID 983555, being an approximate 36.100 acre tract of land in Collin County, Texas, legally described as Abstract No. 102 in the John D. Brown Survey, Tract 5; generally located on the north west corner of FM 2478 and CR 126 (future Peterman Parkway),

Collin CAD Property ID 1011693, being an approximate 17.744 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 10; generally located east of Coit Road (CR 87) and approximately 1,900 feet north of Choate Parkway,

Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,

Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,

Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. Mckim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,

Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,

Denton CAD Property ID 208200, being an approximate 40.622 acre tract of land in Denton County, Texas, legally described as Abstract No. 926A in the MEP & PRR Survey, Tract 7A; generally located at southwest corner of Mobberly Road and Fairfield Road.

Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,

Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,

Denton CAD Property ID 52739, being an approximate 5.35 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 9; generally located north of Parvin Road and approximately 550 feet east of Smiley Road,

Denton CAD Property ID 52758, being an approximate 9.65 acre tract of land in Denton County, Texas, legally described as Abstract No. 253A in the C. Copenhaver Survey, Tract 5; generally located approximately 250 feet north of Parvin Road and approximately 550 feet east of Smiley Road,

Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,

Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes

Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,

Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,

Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,

Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,

Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,

Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,

Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,

Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,

Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,

Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,

Collin CAD Property ID 985492, being an approximate 15 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 2; generally located approximately 1,200 feet east of FM 428 and south of Celina Road (FM 428),

Collin CAD Property ID 1529858, being an approximate 49.074 acre tract of land in Collin County, Texas, legally described as Abstract No. 360 in the F D Gary Survey, Tract 6; generally located approximately 1,600 feet east of FM 428 and south of Celina Road (FM 428),

Collin CAD Property ID 1498034, being an approximate 10.408 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 31; generally located west of the BNSF Railroad and north of Kristina Court,

Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 17b;

generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,

Collin CAD Property ID 1497856, being an approximate 12.003 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 13; generally located south of Mark Alexander Court and approximately 300 west of the BNSF Railroad,

Collin CAD Property ID 1497865, being an approximate 13.955 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 14; generally located south of Mark Alexander Court and west of the BNSF Railroad,

Collin CAD Property ID 2611595, being an approximate 6.040 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 12-2; generally located south of Mark Alexander Court and approximately 670 west of the BNSF Railroad,

Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,

Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,

Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,

Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,

Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,

Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,

Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and

Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, and described more fully in Exhibit A;

2. Exhibit A contains a detailed description and map of the area the City intends to annex;
3. Exhibit B contains a description of each service to be provided by the City in the area on or after the effective date of the annexation, including, as applicable:

- a. police protection;
 - b. fire protection;
 - c. emergency medical services;
 - d. solid waste collection;
 - e. operation and maintenance of water and wastewater facilities in the annexed area;
 - f. operation and maintenance of roads and streets, including road and street lighting;
 - g. operation and maintenance of parks, playgrounds, and swimming pools; and
 - h. operation and maintenance of any other publicly owned facility, building, or service;
- 4. Exhibit B contains a list of each service the City will provide on the effective date of the annexation; and
 - 5. Exhibit C contains a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

Section 3. Notice of Public Hearing. Not later than the 7th day after the adoption of this Resolution, the City Secretary of the City of Celina, Texas, is hereby authorized and directed to cause notice of a public hearing to be held not earlier than the 21st day and not later than the 30th day after the date of adoption of this Resolution, which notice shall contain the information required by Local Government Code Section 43.0683, to be posted on the City's website, published once in a newspaper having general circulation in the city and in the above-described territory, and mailed to residents and property owners in the area proposed to be annexed in accordance with the Municipal Annexation Act.

Section 4. Petition for Annexation. The Development Services Director shall prepare a petition for annexation that conforms to the requirements of Local Government Code Section 43.0685. Unless directed otherwise after the public hearing, signatures on the petition for annexation may be collected on the petition following the public hearing held pursuant to Section 3 above and after the 31st day but before the 180th day after the adoption of this Resolution.

Section 5. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by a valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED and ADOPTED on this the 14th day of April, 2020.

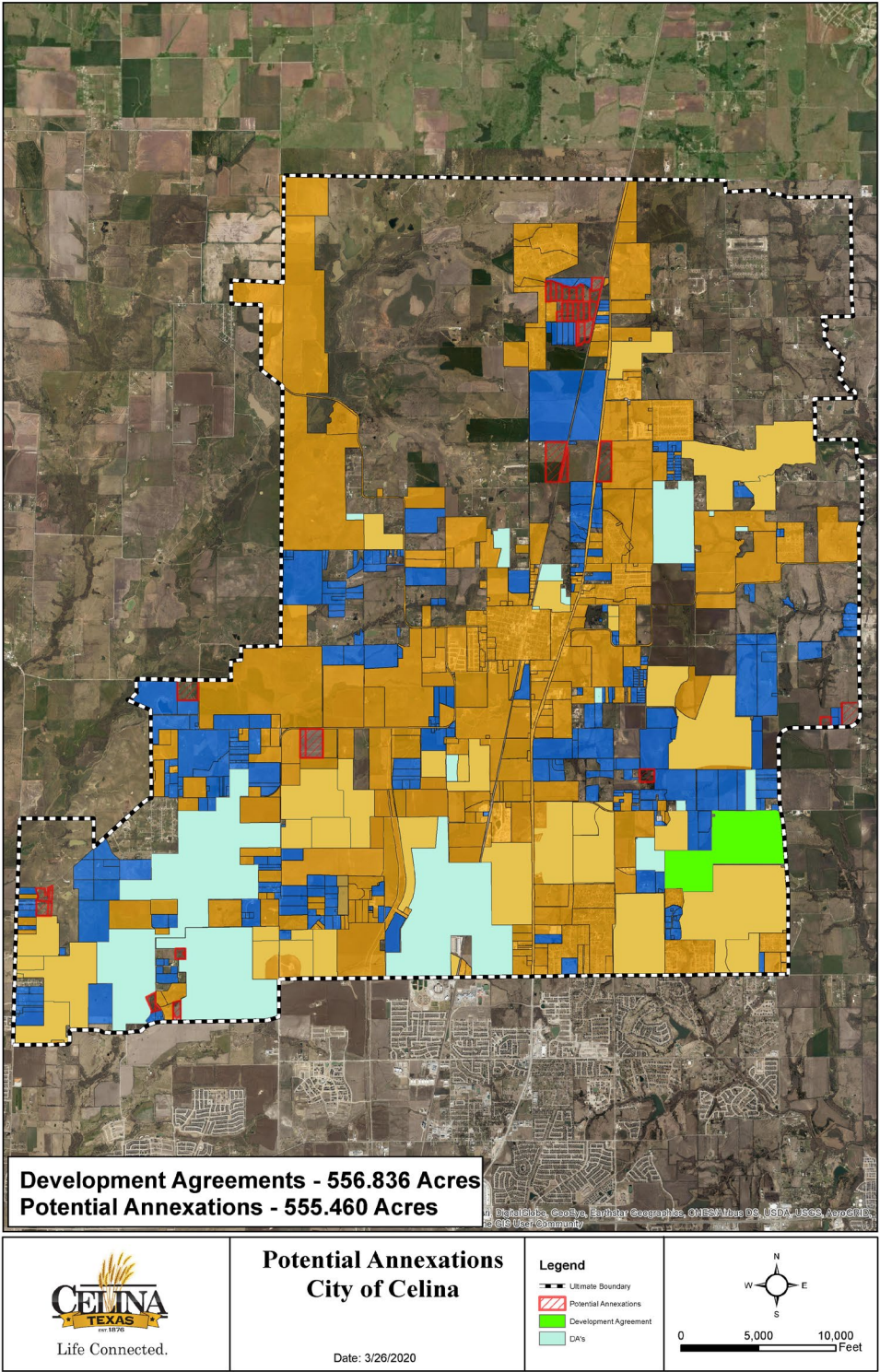
Mayor

ATTEST:

City Secretary

Attachment: Annexation Resolution (20-03 Annexation Resolution)

EXHIBIT A



Attachment: Annexation Resolution (20-03 Annexation Resolution)

EXHIBIT B

Municipal Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina on the date of annexation 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.
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area 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. 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 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. 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 pursuant to Section 43.0661 of the Texas Local Government Code.

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. Property owners are eligible to extend/expand facilities immediately upon annexation. 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. Property owners are eligible to extend/expand facilities immediately upon annexation. 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 roadway/street maintenance shall be provided within the annexed area immediately upon annexation as set forth herein. 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. Private roads/streets and drives shall remain private and not be improved, reconstructed, maintained or serviced by the City.
- 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 roads/streets to City standards commences within the annexed area, 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/street 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 immediately upon annexation. 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.

EXHIBIT C

All services identified in Exhibit B will be provided immediately upon the effective date of annexation of the area.

Annexation 20-03

City Council

April 14, 2020

Attachment: Staff Presentation (20-03 Annexation Resolution)



Annexation Map

Legend

- Roads
- Petitions
- Proposed
- Parcels

Attachment: Staff Presentation (20-03 Annexation Resolution)

Development Agreements - 556.836 Acres
Potential Annexations - 555.460 Acres

Annexation Timeline

- April 14, 2020 – Annexation Resolution
- May 12, 2020 – 1st Public Hearing
- October 2020 – Petition Verification
- November 10, 2020 – 2nd Public Hearing
- December 8, 2020 – 3rd Public Hearing and Annexation Ordinance adoption