



**NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, APRIL 12, 2016 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Engineering update (Johnson)
- B. Police Use of Force Policy (Griggs)

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

- A. 111 W. Pecan
- B. Reconvene, consider and act upon any items discussed in executive session.

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Old Celina Park 10 Year Anniversary Presentation
- B. Collin McKinney Sestercentennial Proclamation

VI. OPEN FORUM:

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

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

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

A. Minutes Approval:

1. City Council - Regular Meeting - Mar 8, 2016 5:00 PM
 2. City Council - Special Meeting - Mar 29, 2016 4:00 PM
- B. Consider an act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager of the City of Celina, Texas, to execute a Hold Harmless agreement by and between the City of Celina and Old Celina LTD., Rex Glendenning, Sherese Glendenning, Clay Glendenning, Alex Snodgrass, and Madison Glendenning ,for setting up and launching a fireworks display sponsored by Celina limited to the time period beginning June 22, 2016 and ending June 29, 2016. (Matehuala)
- C. The Celina City Council will Consider and act upon an ordinance adopting the voluntary annexation of a ± 43.0 acre tract of land and the adjacent right of way situated in the McKinzie Wilhite Survey, Tract 3, Abstract No. 1008; a ± 115.5 acre tract of land and the adjacent right of way situated in the McKinzie Wilhite Survey, Abstract Nos. 1008 & 1009; and a ± 49.0 acre tract of land and the adjacent right of way situated in the McKinzie Wilhite Survey, Abstract No. 1009; The properties are contiguous to and adjoining the City and are generally located east and west of CR 86, north of CR 83, and south of CR 88 (CR86 Voluntary Annexations) (Liebman)
- D. Consider and act upon an ordinance adopting the annexation of a ± 10 acre tract of land situated in the Collin County School Land Survey #14, Tract 3, Abstract No. 167 and generally located at the northeast corner of Frontier Parkway and the BNSF Railroad, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Mahard Tract) (Liebman)
- E. Consider and act to authorize the City Manager to execute an agreement with Republic Property Group for Proportional Cost Sharing of the SE Sector Sewer line. (Johnson)
- F. Consider and act to authorize the City Manager to execute a contract Change Order No. 3 with Wilson Contractor Services in the amount of \$214,225.66 for construction of the Southeast Sector Water Lines W1 and W2. (Johnson)
- G. Consider and act upon amending the City's Code of Ordinances Section 6.05.031 Ambulance Services. (Mills)
- H. Consider and act upon a Construction Plat for Light Farms, The Eastland Neighborhood being approximately 47.35 acres situated in the Collin County School Land Survey #14, comprising of 156 residential lots and eight (8) open space lots. The property is generally located north of Frontier Parkway, west of Worthington Way and east of the BNSF Railroad. (Light Farms Eastland) (Liebman)
- I. Consider and act upon a Construction Plat for Light Farms, The Sage Neighborhood, Phase 2 being approximately 31.40 acres situated in the John Ragsdale Survey, Abstract No. 734, comprising of 153 residential lots and ten (10) open space lots. The property is generally located north of Frontier Parkway, east of Worthington Way and west of Preston Road. (Light Farms Sage II) (Liebman)

- J. Consider and act upon a Construction Plat for Light Farms, The Cypress Neighborhood, Phase 2 being approximately 37 acres situated in the Collin County School Land Survey #14, comprising of 147 residential lots and Thirteen (13) open space lots. The property is generally located north of Frontier Parkway, west of Worthington Way and east of the BNSF Railroad. (Light Farms Cypress II) (Liebman)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon a rezoning request for an approximately 71.289 acre tract of land from an SF-R Single Family Residential zoning district to a PD-Planned Development zoning district with base zoning designation of SF-R Single Family Residential. The property is situated in Tract 23 of the Collin County School Lane Survey #14, Abstract No. 167 and generally located east of SH 289 (Preston Road), north of CR 89 and south of Sunset Boulevard. (Hillside Village)(Liebman)
- B. The Celina City Council will conduct a public hearing to consider testimony and act upon a rezoning request for an approximately 31.894 acre tract of land from an AG-Agricultural zoning district to a PD-Planned Development zoning district with base zoning designation of MU-2–Regional Mixed Use. The property is situated in Tract 56 of the Collin County School Lane Survey #14, Abstract No. 167 and generally located at the northwest corner of SH 289 (Preston Road) and Frontier Parkway. (Keeran Tract) (Liebman)
- C. The Celina City Council will conduct a public hearing on the proposed involuntary annexation of DC Ranch Phase 1 & 2, a residential subdivision comprised of 130 lots and approximately 165 acres situated in Collin County, Texas and is generally located at the south east corner of CR 97 (Future Coit Road) and CR 134. (DC Ranch) (Liebman)
- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance to amend the City’s Comprehensive Master Plan, Ordinance No. 2013-06; the City’s Master Thoroughfare Plan and Master Land Use Plan exhibits. (Thoroughfare Plan Amendments) (Liebman)
- E. The Celina City Council will conduct two (2) public hearings at 6:00 p.m. and 6:05 p.m. on the proposed annexation of portions of right-of-way adjacent to the annexation for the O’Donnell Tract: being a 1.315 acre strip of land in the William Stapp Survey, Abstract No. 834 (CR 128); being a 1.231 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 (CR 130 – west portion); being a 1.147 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 and the William Stapp Survey, Abstract No. 834 (CR 130 – east portion); being a 0.491 acre strip of land in the B.B.B. and C.R.R. Company Survey, Abstract No. 130 (CR 131); being a 1.314 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 and the B.B.B. and C.R.R. Company Survey, Abstract No. 130 (CR 132); and being a 0.843 acre strip of land in the John Culwell Survey, Abstract No. 208 (CR 133). (County Roads adjacent to O’Donnell Tract) (Liebman)

- F. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, for a zoning amendment request for an approximately 639 acre tract of land from a PD-Planned Development Zoning District No. 40 (PD-40), Regional Mixed Use Zoning District (MU-2), and an AG-Agricultural Zoning District to a PD-Planned Development District No. 40 (PD-40). The property is situated in the Richard Alderson Survey, Abstract No. 7; the F. D. Gary Survey, Abstract No. 360; the I.C. Williamson Survey, Abstract No. 943, and the T. Staten Survey, Abstract No. 806, Collin County, Texas and is generally located on the north and south sides of the future Collin County Outer Loop, east of CR 6 (Legacy Drive), north of the future Punk Carter Parkway alignment and west of the Dallas North Tollway. (Cambridge Crossing) (Liebman)
- G. The Celina City Council will Conduct a Public Hearing to consider testimony and take action regarding a Development Agreement for G-Bar 7, being a ±119.138 acre tract of land located in the Collin County School Land Survey, Abstract No. 167 Celina, Texas and generally located south of CR 55, north of CR 53, east of CR 52 and west of the BNSF railroad & CR 1117. (G-Bar 7) Liebman
- H. The Celina City Council will conduct a public hearing to consider testimony and act on a resolution creating the G-Bar 7 Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code; being an approximately 109.090 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167 and generally located south of CR 55, north of CR 53, west of CR 1117, and east of CR 52, within the City of Celina, Texas (G-Bar7 PID) (Liebman)
- I. Consider and act upon a Resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located at the southwest corner of County Road 55 and County Road 1117 and consisting of approximately ±41.499 acres of land located in the Collin County School Land Survey #14, Abstract No. 167; authorizing the issuance of notice by the city secretary of Celina, Texas, regarding the public hearing; and directing the city to prepare a preliminary reinvestment zone financing plan. (G Bar 7 TIRZ) (Liebman)
- J. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina for a zoning amendment request for a ±96.712 acre tract of land to amend PD#45 - Planned Development #45 situated in the W.H. Ratton Survey, Abstract No. 753 and the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas. The property is generally located on the east side of SH 289 (Preston Road), west of CR 97, north of CR 100 and south of CR 134. (Westgate 96) (Liebman)
- K. The Celina City Council will conduct a public hearing to consider testimony and act upon a replat of Lots 1R, 2R, 3R, and 4R, Block 1 of the TXI Addition, being a replat of TXI Addition, Lots 1, 2, 3, and 4, Block 1, being an 89.562 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, and generally located south of CR 53 and approximately 1,350 feet west of Preston Road (State Highway 289). (Liebman)

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday, May 10, 2016 at 6:00 p.m. & Tuesday, May 10, 2016 at 6:05 p.m.) for public hearings on the proposed involuntary annexation of a ±10 acre tract of land situated in Tract 6 of the McKinzie Wilhite Survey, Abstract No. A1008 and being generally located north of CR 83, south of CR 88, west of CR 86, and East of Carter Ranch Drive (Farmers Bank Tract) (Liebman)
- B. Consider and act upon an ordinance amending Section 3.07.018(9) of the Code of Ordinances regarding Kiosk Signs and authorize the City Manager to execute an amendment to the Home Builder Kiosk Sign Program contract with NSP. (Kiosk Signs) (Liebman)
- C. Consider and act upon award of a proposal and qualifications for the City of Celina Design Build Projects and authorize the City Manager to negotiate and execute a contract. (Montgomery)
- D. Consider and act upon a contract by and between the City of Celina and Garver, LLC in the amount of \$688,943.00 for engineering water and wastewater services. (Fourmentin)
- E. Consider and act upon public support to El Puente De Celina Cinco de Mayo Scholarship in the name of the City of Celina. (Foreman)
- F. Consider and act upon approval of a request from the Cinco De Mayo committee for a temporary waiver from Celina Code of Ordinances Chapter 8, Offenses and Nuisances, Article 8.01 general provisions, section 8.01.002 consumption of alcoholic beverage in a public place, to allow them to serve alcohol in and around the area commonly known as the Celina square during Cinco De Mayo on Saturday, May 7, 2016 from 2:00 P.M. to 10:00 P.M. (Matehuala)

X. ADJOURNMENT:

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

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

Date Notice Removed



**NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, MARCH 8, 2016 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Wayne Nabors	City of Celina	Place 2	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Lori Vaden	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Erik Geiger	City of Celina	Place 1	Present	
Sean Terry	City of Celina	Mayor	Present	

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Employee recognitions/introductions (Shaw, Toutounchian, Liebman)

Senior Accountant Patty Martinez, Permit Clerks Allegra Lawlis and Joni Newberry, and Building Inspector Carlos Fransen were introduced.

B. Engineering update (Johnson)

Assistant Director of Public Works Alan Fourmentin gave brief overviews of the department's agenda items.

C. Park Land Purchase (Montgomery)

Administrative Services Manager Michael Montgomery went over the proposed purchase of park land north of the Old Celina Park.

III. EXECUTIVE SESSION:

The Celina City Council convened into executive session at 5:20 PM with City Manager Mike Foreman and City Attorney Lance Vanzant.

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

A. Assistant Director of Planning and Development Services

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

The City Council reconvened into open session at 6:00 PM. No action was taken out of executive session.

Minutes Acceptance: Minutes of Mar 8, 2016 5:00 PM (Minutes Approval)

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

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:**VI. OPEN FORUM:**

No public comments were received.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Lori Vaden, Place 5
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

A. Minutes Approval:

1. City Council - Regular Meeting - Feb 9, 2016 5:00 PM
2. City Council - Special Meeting - Feb 18, 2016 5:00 PM

- B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday April 12, 2016 at 6:00 p.m. and Tuesday April 12, 2016 at 6:05 p.m., 112 N. Colorado, Celina, Texas) for public hearings on the proposed annexation of portions of right-of-way adjacent to the annexation for the O'Donnell Tract: being a 1.31 acre strip of land in the William Stapp Survey, Abstract No. 834 (CR 128), being a 1.23 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 (CR 130 – west portion), being a 1.14 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 (CR 130 – east portion), being a 0.491 acre strip of land in the B.B.B. and C.R.R. Co. Survey, Abstract No. 130 (CR 131), being a 1.314 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 and the B.B.B. and C.Ry. Co. Survey, Abstract No. 130 (CR 132), and being a 0.843 acre strip of land in the John Culwell Survey, Abstract No. 208 (CR 133). (O'Donnell ROW Annexation Resolution) (Liebman)

2016-17R

- C. Consider and act to authorize Celina Fire Department and Celina Parks Department to auction surplus property through Renee Bates Auctioneers. (Mills)
- D. Consider and act upon a contract between the City of Celina and Collin County and a contract between the City of Celina and Denton County for Election Services. (Faulkner)
- E. Consider and act upon a contract change order #3 by and between the City of Celina and Pacheco Koch for the Engineering Design for the Southeast Sector Water and Sewer Project. (Fourmentin)
- F. Consider and act upon a contract by and between the City of Celina and Pavecon Public Works, LP in the amount of \$864,261.46 For the construction of the 2015 Street Improvement Project. (Fourmentin)

Minutes Acceptance: Minutes of Mar 8, 2016 5:00 PM (Minutes Approval)

- G. Consider and act upon a contract by and between the City of Celina and XIT Paving and Construction in the amount of \$242,304.70 for the construction of the Willock Hills Phase I Project. (Fourmentin)
- H. Consider and act upon an ordinance of the City Council of Celina, Texas amending the City's Code of Ordinances, Chapter 12: Traffic and Vehicles, Article 12.03: Operation of Vehicles, Division 2 Traffic Schedules, Section 12.03.053 Stop Signs; Providing a Cumulative Repealer Clause; Providing a Savings Clause; Providing a Severability Clause; Providing for Publication; Providing for Engrossment and Enrollment; and Providing an Effective Date. (Fourmentin)

2016-09

- I. Consider and act to approve new Engineering Design Standards, Specifications and Standard Details and allow the Director of Engineering and Public Works to make minor modifications as necessary. (Fourmentin)
- J. Consider and act upon an ordinance of the City of Celina, Texas amending the City's Code of Ordinances, Chapter 12, Traffic and Vehicles, Article 12.04, Parking, Section 12.04.002 Parking Restrictions on Specific Streets; prohibiting parking on both sides of East Ash Street from the intersection of South Preston Road (SH 289) to the intersection of South Oklahoma Drive (Bus 289). (Fourmentin)

2016-10

- K. Consider and act upon an ordinance altering the prima facie speed limits established for vehicles under the provisions of transportation code, section 545.356 upon State Highway 289, or parts thereof, within the incorporate limits of the City of Celina. (Preston Road from FM 1461 to FM 455 to 55 MPH) (Fourmentin)

2016-11

- L. Consider and act upon the appointment of new members to the Main Street Advisory Board for a two year term. (Bise)
- M. Consider and act upon an ordinance of the City of Celina, Texas, amending the City's Code of Ordinances to include provisions pertaining to the properly adopted version of the Fire Code throughout the Code. (Metdker)

2016-12

- N. Consider and Act upon the rejection of all bids for the Request for Proposals: Technology Services. (Montgomery)
- O. Consider and act upon Memorandum of Understanding by and between the City of Celina and the Celina ISD Police Department. (Metdker)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct two (2) public hearings at 6:00 p.m. and 6:05 p.m. on the proposed voluntary annexation of a ±43.0 acre tract of land and the adjacent right of way situated in the McKinzie Wilhite Survey, Tract 3, Abstract No. 1008 and generally located west of CR 86, south of CR 88, and north of CR 83, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wood Tract) (Liebman)

Minutes Acceptance: Minutes of Mar 8, 2016 5:00 PM (Minutes Approval)

Mayor Terry opened the first hearing at 6:03 PM. No public comment was received. Mayor Terry closed the hearing at 6:04 PM. Mayor Terry opened the second hearing at 6:05 PM. No public comment was received. Mayor Terry closed the hearing at 6:06 PM.

- B. The Celina City Council will conduct two (2) public hearings at 6:00 p.m. and 6:05 p.m. on the proposed voluntary annexation of a ± 115.5 acre tract of land and the adjacent right of way situated in the McKinzie Wilhite Survey, Abstract Nos. 1008 & 1009 and generally located on the southwest corner of CR 88 & CR 86, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Westgate 115 Tract) (Liebman)

Mayor Terry opened the first hearing at 6:05 PM. No public comment was received. Mayor Terry closed the hearing at 6:05 PM. Mayor Terry opened the second hearing at 6:06 PM. No public comment was received. Mayor Terry closed the hearing at 6:06 PM.

- C. The Celina City Council will conduct two (2) public hearings at 6:00 p.m. and 6:05 p.m. on the proposed voluntary annexation of a ± 49.0 acre tract of land and the adjacent right of way situated in the McKinzie Wilhite Survey, Abstract No. 1009 and generally located on the southeast corner of CR 88 & CR 86, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Celina Coit 40 Tract) (Liebman)

Mayor Terry opened the first hearing at 6:07 PM. No public hearing was received. Mayor Terry closed the hearing at 6:07 PM. Mayor Terry opened the second hearing at 6:08 PM. No public comment was received. Mayor Terry closed the hearing at 6:08 PM.

- D. The Celina City Council will conduct two (2) public hearings at 6:00 p.m. and 6:05 p.m. on the proposed voluntary annexation of a ± 10 acre tract of land situated in the Collin County School Land Survey #14, Tract 3, Abstract No. 167 and generally located at the northeast corner of Frontier Parkway and the BNSF Railroad, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Mahard Tract) (Liebman)

Mayor Terry opened the first hearing at 6:08 PM. No public comment was received. Mayor Terry closed the hearing at 6:08 PM. Mayor Terry opened the second hearing at 6:08 PM. No public comment was received. Mayor Terry closed the hearing at 6:09 PM.

- E. The Celina City Council will conduct a public hearing to consider testimony and act upon on a zoning amendment request for a ± 8.931 acre tract of land from AG-Agricultural District to a PD-Planned Development District, with the base zoning designations of LI-Light Industrial and R/O-Retail Office, situated in Lot 1, Block A of the Tri Dal Addition, Collin County, Texas and generally located on the west side of State Highway 289 (Preston Road), and approximately 2,600 feet south of Mark Alexander Court. (Champion Waste and Recycling) (Liebman)

Mayor Terry opened the hearing at 6:09 PM. Misty Ventura speaking on behalf of the applicant said they were in support of the PD regulations and requested approval. Mayor Terry closed the hearing at 6:16 PM. (An ordinance (2016-13) 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 8.931 acre tract of land situated in Lot 1, Block A, of the TRI DAL Addition, City of Celina, Texas; as described in exhibit "A" and depicted in exhibit "B" attached hereto and incorporated herein to be zoned "PD" Planned Development District Number 63 was passed)

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

- F. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance rezoning an approximately 4.029 acre tract of land from a C-1, Retail zoning district to a PD-Planned Development zoning district with base zoning designations of C-1–Retail. The property is situated in the Collin County School Land Survey, Abstract No. 167 and is generally located north and east of Business 289, south of Ash Street, and west of Preston Road. (Tractor Supply) (Liebman)

Mayor Terry opened the hearing at 6:17 PM. Mayor Terry asked when they would start up. The applicant answered that as soon as possible they (Tractor Supply) would start construction. Mayor Terry closed the hearing at 6:21 PM. (2016-14)

RESULT: APPROVED [UNANIMOUS]
MOVER: Erik Geiger, Place 1
SECONDER: Chad Anderson, Place 6
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

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

Mayor Terry opened the hearing at 6:22 PM. No public comment was received. Councilman Nabors moved to continue the hearing to April 12th. No action was taken on the ordinance.

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

- H. The Celina City Council will conduct a public hearing to consider testimony on creating the G-Bar 7 Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code; being an approximately 109.090 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167 and generally located south of CR 55, north of CR 53, west of CR 1117, and east of CR 52, within the City of Celina, Texas (GBar7 PID) (Liebman)

Mayor Terry opened the hearing at 6:25 PM. No public comment was received. Councilman Hopkins moved to continue the hearing to March 29th.

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

- I. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed Tax Increment Reinvestment Zone to protest the inclusion of their property within the proposed reinvestment zone, which consists of a $\pm 1,235.8$ Acres Of Land. The proposed Zone consists of approximately 1,235.8 acres generally located in the City Limits and ETJ of the City of Celina. (Old Celina LTD) (Liebman)

Mayor Terry opened the hearing at 6:26 PM. No public comment was received. Mayor Terry closed the hearing at 6:26 PM.

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City of Celina, Texas, approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project); and approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) and resolving other matters incident and related thereto. (Wells North PID) (Liebman)

(2016-18R)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erik Geiger, Place 1
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

- B. Consider and act upon a resolution determining the cost of authorized improvements, calling for a public hearing for March 29, 2016 on the PID Levies and Assessments, approving the preliminary Service Assessment Plan and proposed assessment roll, and directing notice of the March 29, 2016 public hearing for Wells North Public Improvement District Major Improvement Area (MIA) and Neighborhood Improvement Area #1 (NIA#1) and, totaling an approximately 244.1 acre tract of land situated in the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171 and generally located north of CR 83, south of CR 88, and east of Carter Ranch, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells North) (Liebman)

(2016-19R)

Minutes Acceptance: Minutes of Mar 8, 2016 5:00 PM (Minutes Approval)

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

- C. Consider and act to institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a ± 244.1 acre tract of land situated in the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, and generally located north of CR 83, south of CR 88, and east of Carter Ranch, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells North Annexation Institution) (Liebman)

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

- D. Consider and act to institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a ± 1.845 acre strip of land situated in the McKinzie Wilhite Survey, Abstract No. 1008, Collin County, Texas (CR-83 Annexation); being a ± 2.643 acre strip of land situated in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas (CR-88 Annexation) and being a ± 2.266 acre strip of land situated in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas (CR-1224 Annexation). (Wells North ROW Annexation Institutions) (Liebman)

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

- E. Consider and act to institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a ± 641.3 acre tract of land situated in the John Culwell Survey, Abstract No. 208, the Hezekiah Culwell Survey, Abstract No. 186, the B.B.B. & C.R.R. Survey, Abstract Nos. 129 and 130, and the George Jay Survey, Abstract No. 488, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, and generally located north of CR 130, south of CR 134, and east of CR 101, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (O'Donnell Annexation Institution) (Liebman)

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

- F. Consider and act on a Final Plat for Light Farms, The Grange Neighborhood, approximately 17.78 acres situated in the John Ragsdale Survey, Abstract No. 734 and the Collin County School Land Survey #14, Abstract No. 167, comprising forty-nine (49) residential lots and seven (7) open space lots. The property is generally located north of Frontier Parkway, west of Light Farms Way and east of the Dallas North Tollroad. (Liebman)

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

- G. Consider and act on a Final Plat for Light Farms, Hazel Neighborhood, approximately 28.89 acres situated in the John Ragsdale Survey, Abstract No. 734, comprising 106 residential lots and eight (8) open space lots. The property is generally located north of Frontier Parkway, south of Light Farms Way and west of the BNSF Railroad. (Liebman)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Erik Geiger, Place 1
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

- H. Consider and act on a Final Plat for Light Farms, Maydelle Phase 2, approximately 15.457 acres situated in the John Ragsdale Survey, Abstract No. 734 and the Collin County School Land Survey No. 14, Abstract No. 167, comprising thirty-six (36) residential lots and three (3) open space lots. The property is generally located north of Frontier Parkway, south of Light Farms Way and west of the BNSF Railroad. (Liebman)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Erik Geiger, Place 1
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

- I. Consider and act on a Final Plat for Light Farms, Parkview Neighborhood, approximately 14.78 acres situated in the John Ragsdale Survey, Abstract No. 734, and comprising twenty-four (24) residential lots and six (6) open space lots. The property is generally located north of Frontier Parkway, south of Light Farms Way and west of the BNSF Railroad. (Liebman)

Minutes Acceptance: Minutes of Mar 8, 2016 5:00 PM (Minutes Approval)

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

- J. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, designating a noncontiguous geographic area within the City and its extraterritorial jurisdiction as a Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as the Reinvestment Zone Number Five, City of Celina, describing the boundaries of the zone; creating a Board of Directors for the Zone; establishing a Tax Increment Fund for the Zone; containing findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the Ordinance. The proposed Zone consists of approximately 1,235.8 acres generally located in the City Limits and ETJ of the City of Celina. (Old Celina LTD.) (Liebman)

Approved with noted changes. 2016-16

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

- K. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday, April 12, 2016 at 6:00 p.m. & Tuesday, April 19, 2016 at 5:30 p.m.) for public hearings on the proposed involuntary annexation of DC Ranch Phase 1 & 2, a residential subdivision comprised of 130 lots and approximately 165 acres situated in Collin County, Texas and is generally located at the south east corner of CR 97 (Future Coit Road) and CR 134. (DC Ranch) (Liebman)

2016-20R

RESULT: APPROVED [UNANIMOUS]
MOVER: Carmen Roberts, Place 4
SECONDER: Erik Geiger, Place 1
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

- L. Consider and act upon an ordinance amending the City's Signage Standards, Chapter 3: Building Regulations, Article 3.07: "Signs." (Liebman)

2016-17

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

- M. Consider and act on an ordinance of the City of Celina, Texas, adopting the annexation of certain territories contiguous to and adjoining the City of Celina, Texas, to wit: being tracts #9, #34, #44, & #76 situated in the Collin County School Land Survey #15, Abstract No. 0170, block 2, being ±79.531 acres owned by LM Celina 115LP C/O D2 Investments; and being more particularly described by legal description in Exhibit "A" and graphically depicted in Exhibit "B" such tracts are generally located north of E. Malone Street, west of SH 289, east of the BNSF railroad, and south of County Road 95. (Liebman)

2016-18

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

- N. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor of the City of Celina, Texas, to execute an interlocal agreement with Collin County for the acquisition of park land and authorize the City Manager to purchase 18.97 Acres For a maximum price of \$1,681,000. (Montgomery)

2016-21R

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:55 PM.

 Sean Terry, Mayor

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

 Date Minutes Approved

Minutes Acceptance: Minutes of Mar 8, 2016 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, MARCH 29, 2016 AT 4:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Wayne Nabors	City of Celina	Place 2	Absent	
Carmen Roberts	City of Celina	Place 4	Present	
Lori Vaden	City of Celina	Place 5	Absent	
Chad Anderson	City of Celina	Place 6	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Erik Geiger	City of Celina	Place 1	Present	
Sean Terry	City of Celina	Mayor	Present	

II. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation.

- A. Potential new business

III. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an amendment to the Wells North Development Agreement by and between the City of Celina, Texas and the property owners of Wells North. The property is a ±244.1 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and is generally located south of CR 88, east of Carter Ranch, north of CR 83, and approximately 1,350 feet west of the future alignment of Coit Road. (Wells North) (Liebman)
- B. The Celina City Council will conduct a public hearing on the proposed assessments to be levied against the assessable property within the Wells North Public Improvement District (PID) and a final Service and Assessment Plan, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±244.1 acre tract of land located within the ETJ of the City of Celina, Collin County, Texas, and is generally located at the north of CR 83 (, north and south and west of CR 88, and east of Carter Ranch. (Wells North) (Liebman)

Minutes Acceptance: Minutes of Mar 29, 2016 4:00 PM (Minutes Approval)

- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Assessment and Major Improvement Area Assessment Roll for Wells North Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for payment of the Major Improvement Area Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing a method of assessment and the payment of Major Improvement Area assessments, and providing penalties and interest on delinquent assessments. (Wells North) (Liebman)
- D. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Neighborhood Improvement Area #1 Assessment Roll for Wells North Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for payment of the Neighborhood Improvement Area #1 Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing a method of assessment and the payment of Neighborhood Improvement Area #1 assessments, and providing penalties and interest on delinquent assessments. (Wells North) (Liebman)
- E. Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving and authorizing the Mayor to execute a Wells North Public Improvement District Reimbursement Agreement between the City of Celina, Texas and Celina Development North, LLC. (Wells North) (Liebman)
- F. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area) and approving and authorizing related agreements. (Wells North) (Liebman)
- G. Consider and act upon an ordinance of the City of Celina, Texas approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) and approving and authorizing related agreements. (Wells North) (Liebman)
- H. Consider and adopt an ordinance of the City Council of the City of Celina, Texas, annexing certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being a ±244.1 acre tract of land situated in the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, and generally located north of CR 83, south of CR 88, and east of Carter Ranch, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells North Annexation) (Liebman)

- I. Consider and adopt an ordinance of the City Council of the City of Celina, Texas, annexing certain territories contiguous to and adjoining the City of Celina, Texas, to wit: being a ± 1.845 acre strip of land situated in the McKinzie Wilhite Survey, Abstract No. 1008, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, such right-of-way extends from Preston Road to the north-south segment of CR 83, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas (CR 83); and being a ± 2.643 acre strip of land situated in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "C" and graphically depicted in Exhibit "D" attached hereto and incorporated herein, such right-of-way extends from the east/west portion of CR 1224 to the north-south portion of CR 1224, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas (CR 88); and being a ± 2.266 acre strip of land situated in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "E" and graphically depicted in Exhibit "F" attached hereto and incorporated herein, such right-of-way is the entirety of CR 1224, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (CR 1224). (County Roads adjacent to Wells North) (Liebman)
- J. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, rezoning an approximately 244.1 acre tract of land from an AG-Agricultural zoning district to a PD-Planned Development zoning district with base zoning designations of SF-R-Single Family Residential and MU-2-Regional Mixed Use. The property is situated in the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171 and generally located north of CR 83, south of CR 88, and east of Carter Ranch, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells North) (Liebman)
- K. The Celina City Council will conduct a public hearing to consider testimony on creating the G-Bar 7 Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code; being an approximately 109.090 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167 and generally located south of CR 55, north of CR 53, west of CR 1117, and east of CR 52, within the City of Celina, Texas (GBar7 PID) (Liebman)
- L. Consider and act upon an offer from Ursalene Davis to purchase 204 S. Arkansas Street. (Toutouchian)
- M. Consider and act upon an offer from Ursalene Davis to purchase Block 59, Lot 3 and Block 71, Lot 6b. (Toutouchian)
- N. Consider and act upon an offer from Thomas Yi to purchase 601 W. Elm Street. (Toutouchian)
- O. Consider and act upon an offer from Thomas Yi to purchase Block 70, Lot 12 (E. Oak St). (Toutouchian)

IV. ADJOURNMENT:

Minutes Acceptance: Minutes of Mar 29, 2016 4:00 PM (Minutes Approval)

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Mar 29, 2016 4:00 PM (Minutes Approval)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jessica Matehuala, Assistant
CC: Mike Foreman, City Manager
Date: April 12, 2016
Re: Land use for Splash & Blast firework display

Action Requested:

Consider an act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager of the City of Celina, Texas, to execute a Hold Harmless agreement by and between the City of Celina and Old Celina LTD., Rex Glendenning, Sherese Glendenning, Clay Glendenning, Alex Snodgrass, and Madison Glendenning ,for setting up and launching a fireworks display sponsored by Celina limited to the time period beginning June 22, 2016 and ending June 29, 2016. (Matehuala)

Background Information:

Land use for firework display for this years Splash & Blash Festival for the time period beginning June 22, 2016 and ending June 29, 2016.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Resolution and Agreement

Staff Recommendation:

LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This **LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** (this “Agreement”) is entered into this _____ day of _____, 2015, by and between the CITY OF CELINA (hereinafter collectively referred to as “CELINA”), and OLD CELINA LTD., REX GLENDENNING AND SHERESE GLENDENNING, CLAY GLENDENNING, ALEX SNODGRASS, MADISON GLENDENNING, individually (hereinafter collectively referred to as “OLD CELINA/GLENDENNING”):

P R E M I S E S:

WHEREAS, Old Celina/Glendenning owns a certain property located in the City of Celina, Texas (the “Property”), and containing approximately 210 acres, more or less, out of the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract No. 988, the Samuel McCullough Survey, Abstract No. 593, and the B.B.B. & C.R.R. Survey, Abstract No. 132 located in Collin County, Texas, and being the real property depicted on **Exhibit A** attached hereto and incorporated herein by reference for all purposes.

WHEREAS, Celina desires to temporarily occupy a portion of the Property (the “License Area”), more particularly depicted on **Exhibit B** attached hereto and incorporated herein by reference for all purposes, in order to set up and launch a city sponsored fireworks display, and

WHEREAS, Old Celina/Glendenning agrees that Celina/Extreme Pyrotechnics, LLC/ Extreme Logistics, LLC and its agent may occupy the License Area as warranted from June 22, 2016 through June 29, 2016 for the purpose of setting up and launching a fireworks display, and

WHEREAS, Old Celina/Glendenning desires that Celina agree to repair any damages or injury to the License Area and improvements thereon and to be indemnified and held harmless by Celina from all claims by others in connection with, or arising out of, Celina’s temporary occupancy and use of the License Area.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten Dollars (\$10.00), and the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged and confessed, Old Celina/Glendenning and Celina agree as follows:

1. **LICENSE**. Old Celina/Glendenning does hereby grant to Celina/Pyrotechnics, LLC/ Extreme Logistics, LLC a temporary license to use and occupy the License Area (the “License”) for the limited purpose of setting up and launching a fireworks display sponsored by Celina (the “Fireworks Display”); provided, however, that the License shall be limited to the time period beginning June 22, 2016 and ending June 29, 2016 (the “License Period”).

2. **INDEMNIFICATION OF OLD CELINA/GLENDENNING**. Celina, its successors, heirs and assigns (together with any person assuming their obligations, being herein called the “Indemnitor”) shall indemnify, defend and hold harmless Old Celina/Glendenning, his family members, partners, employees,

affiliated entities and controlling persons (Old Celina/Glendenning and each such other person or entity being herein called the “Indemnitee”) from and against any and all losses, claims, damages, and liabilities, joint or several, including all expenses, including fees and disbursements of counsel, reasonably incurred by any Indemnitee in connection with the use or occupancy by Celina of the License Area and/or the preparation for or defense of any claim, action or proceeding, whether or not resulting in any liability, as incurred, to which an Indemnitee may become subject under any applicable federal or state law or otherwise caused by or arising out of any event related to the Fireworks Display on the License Area; or for the intentional torts, gross negligence, recklessness, willful misconduct, criminal acts, bad faith, substantial breach of agreement and negligence of the Indemnitor in the course of its limited use of the License Area.

3. **NOTICE OF CLAIM.** Promptly after the occurrence of any damage or injury to the License Area or improvements located thereon or receipt by an Indemnitee of notice of any claim or commencement of any action or proceeding in connection with any matter related to Indemnitor’s activities in connection with the rights granted to Indemnitor in this Agreement, such Indemnitee will immediately notify the Indemnitor in writing of such claims or of the commencement of such action or proceeding, as applicable, and if requested by such Indemnitee, the Indemnitor shall assume the defense of such action, including the employment of the Texas Municipal League as counsel for Indemnitor, and the payment of the fees and disbursements of such counsel. In the event such Indemnitee determines, in its reasonable judgment, that there is a conflict of interest by reason of having a common counsel, or if the Indemnitor fails to defend such action, then the Indemnitee may employ separate counsel satisfactory to the Indemnitee, to defend such action, and the Indemnitor shall pay, as incurred, the fees and disbursements of such counsel. The Indemnitee shall also notify the Indemnitor promptly of the assertion against the Indemnitee and/or the Indemnitor, or any of their controlling persons or affiliated entities, of any claim or of the commencement of any action or proceeding in connection with any such matter.

4. **REIMBURSEMENT OF EXPENSES.** The Indemnitor shall reimburse each Indemnitee for any out-of-pocket expenses incurred by such Indemnitee in the event that such Indemnitee’s personnel are required or requested by the Indemnitor to appear as witnesses in any action brought against the Indemnitor, whether or not such Indemnitee is named as a defendant.

5. **INSURANCE.** Prior to entering the License Area, Celina and the fireworks provider that will conduct the Fireworks Display (the “Fireworks Provider”) will each provide proof of Workman’s Compensation and Employer’s Liability and Business Automobile Liability and general liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, issued by an insurance company or companies rated by A.M. Best’s Rating Guide as “A-” or better, authorized to do business in the State of Texas, and Celina and the Fireworks Provider will add Old Celina/Glendenning as an additional insured on each policy. The underwriter and policy shall be acceptable to Old Celina/Glendenning in its sole discretion. Celina shall provide Old Celina/Glendenning with proof of said insurance no later than 5:00 p.m., Celina, Texas time, on Monday, June 20, 2016. In the event proof is not provided to Old Celina/Glendenning before such time, this Agreement, and all rights granted herein, shall be null and void and of no further force or effect.

6. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The terms of this Agreement shall be specifically performable in Collin County, Texas.

7. **COUNTERPART EXECUTION.** This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

8. **WAIVER OF GOVERNMENTAL IMMUNITY.** By executing this Agreement, Celina hereby waives sovereign immunity from suit for the limited purpose of enforcing this Agreement.

9. **AUTHORITY.** Each of the parties represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement.

10. **REPAIR.** By its use and occupancy of the License Area, Celina agrees that in the event of any damage to the License Area or Property or improvements located thereon, or to any surrounding property, resulting from Celina's or the Fireworks Provider's use or occupancy of the License Area, including, without limitation, damages arising from a violation of any state or federal environmental laws, Celina will immediately repair, remediate and take all other actions necessary to cause the License Area or Property, improvements and surrounding property damaged by such use or occupancy to be returned to the same condition as prior to Celina's use and occupancy of the License Area, including but not limited to compliance with all applicable federal and state environmental laws; and in the event the License Area, Property or improvements cannot be returned to the same condition, Celina will promptly pay Old Celina/Glendenning for the damage to the License Area, the Property and/or improvements thereon.

11. **APPROVAL BY RESOLUTION.** On or before Monday, June 20, 2016, Celina shall ratify this Agreement by resolution whereby (i) the Agreement is approved by Celina, and (ii) the individual executing this Agreement on behalf of Celina is explicitly stated as having been authorized to do so by Celina. Celina shall hand deliver to Licensor at 12400 Preston Road, Suite 100, Frisco, Texas 75033 a fully executed resolution which has been approved by Celina. In the event that such fully executed resolution is not delivered to Licensor by 5:00 p.m. on Monday, June 20, 2016, then this Agreement shall be deemed null and void and of no further force and effect.

12. **ASSURANCES.** Celina agrees to: (1) ensure adequate fire extinguishing or fire-fighting equipment is available on site in the event of fire on the Property or any surrounding property as a result of the License during the License Period; (2) ensure only a State of Texas Pyrotechnician for outdoor pyrotechnic operations is used to perform the Fireworks Display or any tests prior to the Fireworks Display conducted on the License Area; (3) clean up the License Area and Property immediately following the Fireworks Display, or within eighteen (18) hours after the conclusion of the Fireworks Display, to return the License Area and Property to the same condition as the License Area and Property existed immediately prior to Celina's occupancy and use thereof; and (4) ensure clean-up of the License Area and Property is acceptable to Old Celina/Glendenning.

(Remainder of Page Intentionally Left Blank)

INWITNESS WHEREOF, the parties hereunto set their hands and seals as of the date above first stated.

INDEMNITOR:

CITY OF CELINA

By: _____

Mike Foreman, City Manager

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 Mike Foreman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of _____, 2014.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

INDEMNITEES:

By:_____

Rex Glendenning

By:_____

Sherese Glendenning

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rex Glendenning and Sherese Glendenning, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of _____, 2014.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name:_____

My Commission Expires:_____

By: _____

Clay Glendenning

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clay Glendenning, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of _____, 2014.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

By: _____

Madison Glendenning

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Madison Glendenning, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of _____, 2014.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

By: _____

Alex Snodgrass

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alex Snodgrass, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of _____, 2014.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

OLD CELINA, LTD.

By: REX Management, L.L.C.

General Partner

By: _____

Rex K. Glendenning, President

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rex K. Glendenning, President of REX Management, L.L.C., the general partner of OLD CELINA, LTD., on behalf of said limited liability company and limited.

Given under my hand and seal of office this _____ day of _____, 2014.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

EXHIBIT A
THE PROPERTY

TRACT 1
72.992 Acres

BEING a tract of land situated in the HENRY BENTLEY SURVEY, ABSTRACT NO. 124, Collin County, Texas and being a portion of a 99.301 acre tract of land as conveyed by Russ W. Myers to 4M Development, Inc. as recorded by County Clerk No. 94-0092806, Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most Northwest corner of said 99.301 acre tract, same being at an ell corner of County Road No. 8;

THENCE, along the West line of said 99.301 acre tract, same being the East line of a 36.92 acre tract as conveyed to George Menosky as recorded in Volume 1078, Page 7, Deed Records, Collin County, Texas, and the East line of a 2.589 acre tract as conveyed to Roscoe H. Brower, as recorded in Volume 2139, Page 221, Deed Records, Collin County, Texas, South 01 degrees 09 minutes 50 seconds East a distance of 1,003.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the POINT OF BEGINNING of the following described tract:

THENCE, along the South line of a 5.1038 acre tract conveyed to Darl Lynn Nigh and Frances Nigh, as recorded by County Clerk No. 96-0082006, Deed Records, Collin County, Texas, South 66 degrees 23 minutes 09 seconds East a distance of 470.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the South line of said 5.1038-acre tract, South 01 degrees 04 minutes 28 seconds East, a distance of 31.35 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along said South line, North 88 degrees 55 minutes 32 seconds East a distance of 366.53 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner on the West line of a 99.2888 acre tract of land conveyed to Douglas Barker, as recorded in Volume 1343, Page 599, Deed Records, Collin County, Texas;

THENCE, along said West line of a 99.2888 acre tract, South 00 degrees 46 minutes 58 seconds East a distance of 2,099.44 feet, to a 5/8 inch iron pipe found for the Southeast corner of said 99.301 acre tract and being an ell corner of said 99.2888 acre tract;

THENCE, along the North line of said 99.2888 acre tract, South 87 degrees 44 minutes 58 seconds West a distance of 2,922.24 feet, to a 1/2 inch iron rod found for corner;

THENCE, generally along a fence row, North 00 degrees 55 minutes 08 seconds West a distance of 788.48 feet, to a 1/2 inch iron rod found in the crotch of three large Hackberry trees at the junction of the evidence of an old North-South fence and evidence of an old fence from the East, and being on the South line of a 73.047 acre tract as conveyed to Douglas Barker, as recorded in Volume 1159, Page 423, Deed Records, Collin County, Texas;

THENCE, along the South line of said 73.047 acre tract, North 87 degrees 45 minutes 55 seconds East a distance of 2,144.18 feet, to a 5/8 inch iron rod found for the Southeast corner of said 73.047 acre tract;

THENCE, along the East line of said 73.047 acre tract, North 01 degrees 47 minutes 07 seconds West a distance of 437.83 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the East line of said 73.047 acre tract, North 01 degrees 09 minutes 50 seconds West a distance of 366.97 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southwest corner of a 5.0227 acre tract as conveyed to Robert Jake Jones and Virginia C. Jones;

THENCE, along the South line of said 5.0227 acre tract, North 88 degrees 55 minutes 32 seconds East a distance of 365.91 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southeast corner of said 5.0227 acre tract;

THENCE, along the East line of said 5.0227 acre tract, North 01 degrees 04 minutes 28 seconds West a distance of 438.70 feet, to the point of curvature of a curve to the left having a central angle of 65 degrees 18 minutes 41 seconds and a radius of 120.00 feet;

THENCE, continuing along said East line and said curve to the left, for an arc length of 136.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, along the North line of said 5.0227 acre tract, North 66 degrees 23 minutes 09 seconds West a distance of 326.99 feet, to the Northernmost corner of said 5.0227 acre tract;

THENCE, North 01 degrees 09 minutes 50 seconds West a distance of 66.08 feet, to the POINT OF BEGINNING and containing 72.992 acres of land, more or less.

TRACT 2
99.028 Acres

BEING a tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and also being all of a 52.807 acre tract and a 46.4818 acre tract conveyed to Douglas Barker d/b/a Barker Brothers Land Cattle Company as recorded in Volume 1343, Page 599 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for corner at the northeast corner of said 46.4818 acre tract, said iron rod also being in the south right of way line of FM 455 (a 90' ROW);

THENCE South 01 degrees 04 minutes 43 seconds East a distance of 2150.13 feet to a ½ inch iron rod found for corner;

THENCE South 00 degrees 43 minutes 32 seconds East a distance of 1605.62 feet to a ½ inch iron rod found for corner in the north line of 73.558 acre tract as recorded in Volume 3965, Page 2169, D.R.C.C.T.;

THENCE South 88 degrees 18 minutes 39 seconds West following the north line of said 73.558 acres a distance of 824.02 feet to 2 inch iron pipe found for corner at the northeast corner of said 73.558 acre tract;

THENCE South 88 degrees 30 minutes 52 seconds West a distance of 2900.39 feet to wood fence post in the creek for corner;

THENCE North 00 degrees 59 minutes 11 seconds West a distance of 421.72 feet to ½ inch iron rod found for corner at the southwest corner of a 75.0307 acre tract as recorded in County Clerk No. 94-0092806 of Collin County, Texas;

THENCE North 87 degrees 43 minutes 39 seconds East following the south line of said 75.0307 acre tract a distance of 2922.26 feet to a 1 inch iron pipe found for corner at an ell corner of said 75.0307 acre tract;

THENCE North 00 degrees 48 minutes 41 seconds West following the east line of said 75.0307 acre tract a distance of 3339.14 feet to a 60d nail found for corner in County Road No. 8;

THENCE North 88 degrees 19 minutes 00 seconds East following said County Road No. 8 a distance of 75.37 feet to a 60d nail found for corner in the south ROW line of said FM No. 455, said 60d nail also being in a curve to the left with a chord bearing of South 80 degrees 57 minutes 03 seconds East and a chord distance of 241.64 feet;

THENCE along said curve to the left following the south ROW line of said FM No. 455 through a central angle of 21 degrees 27 minutes 53 seconds a radius distance of 648.80 feet and an arc distance of 243.06 feet to a ½ inch iron rod set for corner;

THENCE North 88 degrees 19 minutes 00 seconds East following the south ROW line of FM No. 455 a distance of 483.09 feet to the POINT OF BEGINNING and containing 99.028 acres, more or less.

TRACT 6
38.545 Acres

BEING a tract of land situated in Collin County, Texas and being in the Henry Bentley Survey, Abstract No. 124 and being a part of that certain tract of land known as Tract One, conveyed to Clifford Gee McKnight, as recorded in Volume 2430, Page 665, of the Deed Records of Collin County, Texas, (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 1/4-inch iron pipe found for corner, said corner being in the south right-of-way line of F.M. Highway No. 455 (a public thoroughfare) and also being the northeast corner of a tract of land conveyed to Rex Glendenning, et ux, as recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE North 88 degrees 23 minutes 45 seconds East along said south right-of-way line, a distance of 885.98 feet to a 3/8-inch iron rod found for corner, said corner being the northwest corner of a tract of land conveyed to Hassan Badii, as recorded in Volume 2031, Page 943, D.R.C.C.T.;

THENCE South 00 degrees 48 minutes 00 seconds East along the west line of said Badii tract, and along the west line of a tract of land conveyed to Stephen Harold Mills, as recorded in Volume 4987, Page 3011, D.R.C.C.T. and the west line of a tract of land conveyed to the City of Celina, as recorded in Volume 4770, Page 2324, D.R.C.C.T., a distance of 2150.90 feet to a 5/8-inch iron rod found for an ell corner of said City of Celina tract;

THENCE South 89 degrees 02 minutes 12 seconds West along the most southerly north line of said City of Celina tract, a distance of 881.92 feet to a 1/2 -inch iron rod with cap stamped "ALLIANCE" found for corner, said corner being on the east line of the aforementioned Glendenning tract;

THENCE North 00 degrees 54 minutes 23 seconds West along the east line of said Glendenning tract, a distance of 2140.98 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 1,896,815 square feet or 43.545 acres of land, more or less.

SAVE & EXCEPT the following 5 acres

BEING all that certain tract or parcel of land situated in the H. BENTLEY SURVEY, Abstract No. 124 in the City of Celina, Collin County, Texas and being out of a 44.50 acre tract of land described in deed to Clifford Gee McKnight, recorded in Volume 2430, Page 665 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southeast corner of said McKnight tract of land, being an ell corner for a 39.02 acre tract of land described in deed to the City of Celina, recorded in Volume 4770, Page 2324, D.R.C.C.T.;

THENCE S 89°03'24" W, along the common line of said McKnight and City of Celina tracts, a distance of 881.83 feet to a 1/2-inch iron rod found for a corner on the easterly line of a 99.028 acre tract of land described in deed to Rex Glendenning, recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE N 01°05'22" W, along the common line of said McKnight and Glendenning tracts, a distance of 246.81 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner;

THENCE N 89°03'24" E, departing said common line, a distance of 883.07 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner on the westerly line of the aforesaid City of Celina tract of land;

THENCE S 00°48'00" E, along the common line of said McKnight and City of Celina tract, a distance of 246.81 feet to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acre of land, more or less.

Resulting in 38.545 acres of land, more or less.

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BY AND BETWEEN THE CITY OF CELINA AND OLD CELINA LTD., REX GLENDENNING, SHERESE GLENDENNING, CLAY GLENDENNING, ALEX SNODGRASS, AND MADISON GLENDENNING, FOR THE SETTING UP AND LAUNCHING OF A FIREWORKS DISPLAY FOR CELINA AND ITS GUESTS, PATRONS AND INVITEES.

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

SECTION 1: The City Manager of the City of Celina, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Celina, Texas, License, Indemnification and Hold Harmless agreements by and between the City of Celina and Old Celina LTD., Rex Glendenning, Sherese Glendenning, Clay Glendenning, Alex Snodgrass, and Madison Glendenning ,for setting up and launching a fireworks display sponsored by Celina limited to the time period beginning June 22, 2016 and ending June 29, 2016.

SECTION 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 12th day of April, 2016.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, TRMC
City Secretary

Attachment: 2015-40R Indemnification Glendenning (1548 : Rex Land Use Splash & Blast)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: CR 86 Multiple Annexations Ordinance (Wood, Westgate 115, and Celina 49 Tracts)

Action Requested:

The Celina City Council will Consider and act upon an ordinance adopting the voluntary annexation of a ± 43.0 acre tract of land and the adjacent right of way situated in the McKinzie Wilhite Survey, Tract 3, Abstract No. 1008; a ± 115.5 acre tract of land and the adjacent right of way situated in the McKinzie Wilhite Survey, Abstract Nos. 1008 & 1009; and a ± 49.0 acre tract of land and the adjacent right of way situated in the McKinzie Wilhite Survey, Abstract No. 1009; The properties are contiguous to and adjoining the City and are generally located east and west of CR 86, north of CR 83, and south of CR 88 (CR86 Voluntary Annexations) (Liebman)

Background Information:

The applicants have submitted petitions to annex their properties into the City Limits. The annexation for the three tracts will follow the schedule below:

~~February 9, 2016 — City Council acted on resolutions to set public hearing dates and times.~~

~~March 8, 2016 — City Council conducted two (2) public hearings on each tract to be annexed.~~

April 12, 2016 City Council to consider ordinance annexing the three tracts.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Supporting Documents:

CR 86 Multiple Annexations Ordinance (Wood, Westgate 115, and Celina 49)

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2016-
WOOD, WESTGATE 115. CELINA 49

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT:

- BEING AN APPROXIMATELY 43.0 ACRE TRACT OF LAND SITUATED IN THE MCKINZIE WILHITE SURVEY, ABSTRACT NO. 1008, TRACT 3, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A” AND GRAPHICALLY DEPICTED IN EXHIBIT “D” ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED WEST OF CR 86. SOUTH OF CR 88, AND NORTH OF CR 83, WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS (WOOD TRACT); AND
- BEING AN APPROXIMATELY 115.5 ACRE TRACT OF LAND SITUATED IN THE MCKINZIE WILHITE SURVEY, ABSTRACT NOS. 1008 AND 1009, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “B” AND GRAPHICALLY DEPICTED IN EXHIBIT “E” ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED WEST AT THE SOUTHWEST CORNER OF CR 88 AND CR 86, WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS (WESTGATE 115 TRACT); AND
- BEING AN APPROXIMATELY 49.0 ACRE TRACT OF LAND SITUATED IN THE MCKINZIE WILHITE SURVEY, ABSTRACT NO. 1009, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “C” AND GRAPHICALLY DEPICTED IN EXHIBIT “F” ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED ON THE SOUTHEAST CORNER OF CR 86 AND CR 88, WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS (CELINA 49 TRACT);

PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of

the Texas Local Government Code, the first hearing being held on the 8th day of March, 2016 and the second hearing being held on the 8th day of March, 2016 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the properties being more particularly described in Exhibits "A", "B," and "C," attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 19th day of February, 2016, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "C" and incorporated herein for all purposes.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibits "A", "B," and "C," which is incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "C", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4
FILING OF ORDINANCE REQUIRED

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the territory referenced in Exhibits "A", "B," and "C," attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of April, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: CR 86 Multiple Tracts Annexation Ordinance (1554 : West CR 86 Annexations Wood, Westgate 115, Celina 49)

EXHIBIT "A" **Legal Description – Wood Tract**

LEGAL DESCRIPTION:

BEING A TRACT OF LAND SITUATED IN THE M. WHITE SURVEY, ABSTRACT NUMBER 1008, COLLIN COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 38.000 ACRE TRACT DESCRIBED IN DEED TO WILLIAM K. AND KATHY D. WOOD, AS RECORDED IN COUNTY CLERKS FILE NUMBER 20071029001470070, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALL OF THAT CERTAIN 5.000 ACRE TRACT DESCRIBED IN DEED TO WILLIAM K. AND KATHY D. WOOD, AS RECORDED IN COUNTY CLERKS FILE NUMBER 20080310000279150, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK-NAIL FOUND MARKING THE SOUTHWEST CORNER OF SAID 38.000 ACRE TRACT, ALSO MARKING THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CELINA DEVELOPMENT, LLC AS RECORDED IN COUNTY CLERK'S FILE NUMBER 20151123001468620, DEED RECORDS, COLLIN COUNTY, TEXAS, ALSO BEING IN THE EAST LINE OF PRESTON HILLS III ADDITION, PHASE 2, AS RECORDED IN VOLUME J, PAGE 942, PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND SAID POINT ALSO BEING IN THE INTERSECTION OF COUNTY ROAD 83, COUNTY ROAD 84, AND QUAIL HOLLOW ST. (A 50' RIGHT-OF-WAY);

THENCE N 00°55'46" W, 1667.00 FEET ALONG THE WEST PROPERTY LINE OF SAID WOOD 38.00 TRACT AND THE EAST LINE OF SAID PRESTON HILLS ADDITION AND THEN CONTINUING ALONG THE WEST LINE OF SAID WOOD 38.00 ACRE TRACT AND THEN ALONG THE WEST LINE OF SAID WOOD 5.00 ACRE TRACT WITH THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED BY DEED TO THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP, AS RECORDED IN VOLUME 5834, PAGE 472, DEED RECORDS, COLLIN COUNTY, TEXAS, TO A 1/2 INCH IRON ROD WITH CAP STAMPED "METROPLEX 1849" FOUND, BEING THE NORTHWEST PROPERTY CORNER OF SAID WOOD 5.00 ACRE TRACT;

THENCE N 89°09'02" E, 70.30 FEET ALONG THE NORTH PROPERTY LINE OF SAID WOOD 5.00 ACRE TRACT COMMON WITH THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED BY DEED TO WESTGATE 115 INVESTORS, L.P., AS RECORDED IN COUNTY CLERK'S FILING NUMBER 20130621000869270, DEED RECORDS, TARRANT COUNTY, TEXAS, TO A 1/2 INCH IRON ROD FOUND, BEING AN ANGLE POINT IN THE NORTH LINE OF SAID WOOD 5.00 ACRE TRACT AND BEING THE NORTHWEST PROPERTY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED BY DEED TO TACTICAL DEMOLITION, LLC, AS RECORDED IN COUNTY CLERK'S FILING NUMBER 2015020001323760, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE S 80°43'49" E, 924.20 FEET ALONG THE COMMON LINE OF THE NORTHEAST LINE OF SAID WOOD 5.00 ACRES AND THE SOUTHWEST LINE OF SAID TACTICAL DEMOLITION TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "METROPLEX 1849" FOUND, BEING THE SOUTHEAST PROPERTY CORNER OF SAID WOOD 5.00 ACRE TRACT AND BEING IN THE NORTH PROPERTY LINE OF SAID WOOD 38.00 ACRE TRACT AND BEING THE SOUTHWEST PROPERTY CORNER OF SAID TACTICAL DEMOLITION TRACT;

THENCE N 89°09'02" E, 508.62 FEET ALONG THE COMMON LINE OF THE NORTH PROPERTY LINE OF SAID WOOD 38.00 ACRE TRACT AND THE SOUTH PROPERTY LINE OF SAID TACTICAL DEMOLITION TRACT, TO A P.K. NAIL FOUND IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD 36;

THENCE S 00°44'16" E, 1203.24 FEET ALONG THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 86 TO THE INTERSECTION WITH COUNTY ROAD 84 AND TO A PK-NAIL FOUND IN THE APPROXIMATE CENTERLINE INTERSECTION OF SAID COUNTY ROADS 84 AND 86;

THENCE S 89°09'02" W, 1373.66 FEET ALONG THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 84 TO THE POINT OF BEGINNING AND CONTAINING 43.000 ACRES OF LAND, MORE OR LESS.

CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON DOES ACCURATELY REPRESENT THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND SUPERVISION IN MARCH, 2016, AND THAT ALL CORNERS ARE AS SHOWN.


TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6059
DATED : 03-21-16



EXHIBIT "B"
Legal Description – Westgate 115 Tract

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE M. WILHITE SURVEY, ABSTRACT NUMBER 1008 AND THE M. WILHITE SURVEY, ABSTRACT NUMBER 1009, COLLIN COUNTY, TEXAS, AND BEING PART OF A TRACT DESCRIBED IN A DEED TO COLLIN 84, LP, RECORDED UNDER COUNTY CLERK'S FILE NUMBER 20060320000357980, LAND RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PK NAIL AT THE SOUTHWEST CORNER OF SAID COLLIN 84, LP TRACT, THE NORTHWEST CORNER OF A TRACT DESCRIBED IN A DEED TO THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP RECORDED IN VOLUME 5834, PAGE 478, LAND RECORDS OF COLLIN COUNTY, TEXAS, AND ON THE EAST LINE OF PRESTON HILLS III ADDITION PHASE 2, RECORDED IN VOLUME J, PAGE 942, PLAT RECORDS OF COLLIN COUNTY, TEXAS IN COUNTY ROAD 84;

THENCE NORTH 00 DEGREES 55 MINUTES 46 SECONDS WEST WITH THE WEST LINE OF SAID COLLIN 84, LP TRACT AND THE EAST LINE OF SAID PRESTON HILLS III ADDITION, A DISTANCE OF 1667.00 FEET TO A FOUND 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 1849" ON THE WEST LINE OF SAID COLLIN 84, LP TRACT AND THE EAST LINE OF A TRACT DESCRIBED IN A DEED TO THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP RECORDED IN VOLUME 5834, PAGE 472, LAND RECORDS OF COLLIN COUNTY, TEXAS, SAID PIN BEING THE NORTHWEST CORNER OF A CALLED 5.000 ACRE TRACT DESCRIBED IN A DEED TO WILLIAM K. AND KATHY D. WOOD RECORDED UNDER COUNTY CLERK'S FILE NUMBER 20080310000279150 LAND RECORDS OF COLLIN COUNTY, TEXAS, AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 55 MINUTES 46 SECONDS WEST WITH THE WEST LINE OF SAID COLLIN 84, LP TRACT AND THE EAST LINE OF SAID WHITE FAMILY LIMITED PARTNERSHIP TRACT, A DISTANCE OF 3647.89 FEET TO A SET PK NAIL AT THE NORTHWEST CORNER OF SAID COLLIN 84, LP TRACT AND THE EAST LINE OF SAID TRACT DESCRIBED IN A DEED TO THE GEORGE E WHITE FAMILY LIMITED PARTNERSHIP, RECORDED IN VOLUME 5834, PAGE 472, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING ON A SOUTH LINE OF COUNTY ROAD NUMBER 88;

THENCE NORTH 89 DEGREES 22 MINUTES 35 SECONDS EAST WITH THE NORTH LINE OF SAID COLLIN 84, LP TRACT, A DISTANCE OF 1391.42 FEET TO A SET PK NAIL AT THE NORTHEAST CORNER OF A SAID COLLIN 84, LP TRACT AND THE NORTHWEST CORNER OF A TRACT DESCRIBED IN A DEED TO CELINA COIT 49 PARTNERS, Ltd. RECORDED UNDER COUNTY CLERK'S FILE NUMBER 20120612000700130 LAND RECORDS, COLLIN COUNTY, TEXAS, AT THE INTERSECTION OF COUNTY ROAD NUMBER 88 AND COUNTY ROAD NUMBER 86;

THENCE SOUTH 00 DEGREES 39 MINUTES 51 SECONDS EAST WITH THE EAST LINE OF SAID COLLIN 84, LP TRACT, A DISTANCE OF 1710.17 FEET TO A SET PK NAIL ON THE EAST LINE OF SAID COLLIN 84, LP TRACT AND THE SOUTHWEST CORNER OF SAID COIT TRACT IN COUNTY ROAD NUMBER 86;

THENCE SOUTH 00 DEGREES 47 MINUTES 53 SECONDS EAST WITH THE EAST LINE OF SAID COLLIN 84, LP TRACT, A DISTANCE OF 1910.58 FEET TO A SET PK NAIL ON THE EAST LINE OF SAID COLLIN 84, LP TRACT AND ON THE WEST LINE OF COUNTY ROAD NUMBER 86, SAID NAIL BEING AT THE NORTHEAST CORNER OF A CALLED 10.000 ACRE TRACT DESCRIBED IN A DEED TO JACE P. AND MELANIE D. HORTON RECORDED UNDER COUNTY CLERK'S FILE NUMBER 20080626000777280 LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 88 DEGREES 12 MINUTES 09 SECONDS WEST, WITH THE NORTH LINE OF SAID 10.000 ACRE TRACT OF LAND, A DISTANCE OF 1308.94 FEET TO A FOUND 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 1849", AT THE NORTHWEST CORNER OF SAID 10.000 ACRE TRACT OF LAND, BEING THE NORTHEAST CORNER OF SAID 5.000 ACRE TRACT OF LAND;

THENCE SOUTH 89 DEGREES 09 MINUTES 02 SECONDS WEST, WITH THE NORTH LINE OF SAID 5.000 ACRE TRACT OF LAND, A DISTANCE OF 70.30 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 115.503 ACRES OF LAND.

Attachment: CR 86 Multiple Tracts Annexation Ordinance (1554 : West CR 86 Annexations Wood, Westgate 115, Celina 49)

EXHIBIT "C"
Legal Description – Celina 49 Tract

BEING situated in the State of Texas, County of Collin, being part of the McKenzie Wilhite Survey, Abstract No. 1009, being the same 49.25 acre tract as recorded in Volume 4288, Page 2985 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found marking the Northwest corner of said 49.25 acre tract, the intersection of the approximate middle of County Road 88 with County Road 86, the Northeast corner of a 168.637 acre tract as recorded in Volume 2711, Page 444 of the Collin County Land Records and also being in the South line of Summerview Country Estates as recorded in Volume M, Page 420 of the Collin County Map Records;

THENCE with the approximate middle of County Road 88, the North line of said 49.25 acre tract, the South line of said Summerview Country Estates and the South line of Mancuso property as recorded under County Clerk No. 96-0013425 of the Collin County Land Records, South 89 degrees 20 minutes 05 seconds East, 1255.43 feet to a 1/2 inch iron rod found marking the Northeast corner of said 49.25 acre tract and the Northwest corner of Bartscht's property as recorded in Volume 4168, Page 1920 of the Collin County Land Records;

THENCE with an East line of said 49.25 acre tract and Bartscht's West line, South 00 degrees 33 minutes 13 seconds West, 961.36 feet to a 3/4-inch iron rod found marking Bartscht's Southwest corner and Titus' Northwest corner as recorded in Volume 1017, Page 123 of the Collin County Land Records;

THENCE with an East line of said 49.25 acre tract and Titus' West line, South 00 degrees 34 minutes 32 seconds West, 748.96 feet to a 1/2-inch iron rod found marking the southeast corner of said 49.25 acre tract and the Northeast corner of Bates' property as recorded under County Clerk No. 97-0016473 of the Collin County Land Records;

THENCE with the South line of said 49.25 acre tract and Bates' North line, North 89 degrees 20 minutes 01 second West, passing at 1234.60 feet to a 1/2-inch iron rod found for reference and continuing for a total distance of 1253.10 feet to a point in County Road 86 marking the southwest corner of said 49.25 acre tract, the northwest corner of Bates' property and being in the east line of the aforementioned 168.637 acre tract;

THENCE along the approximate middle of County Road 86 and the West line of said 49.25 acre tract and East line of said 168.637 acre tract, North 00 degrees 29 minutes 07 seconds East, 1710.32 feet to the POINT OF BEGINNING and CONTAINING 49.25 acres of land.

EXHIBIT "D"
Zoning Exhibit – Wood Tract



Attachment: CR 86 Multiple Tracts Annexation Ordinance (1554 : West CR 86 Annexations Wood, Westgate 115, Celina 49)

EXHIBIT "E"
Zoning Exhibit – Westgate 115 Tract



Attachment: CR 86 Multiple Tracts Annexation Ordinance (1554 : West CR 86 Annexations Wood, Westgate 115, Celina 49)

EXHIBIT "F"
Zoning Exhibit – Celina 49 Tract



Attachment: CR 86 Multiple Tracts Annexation Ordinance (1554 : West CR 86 Annexations Wood, Westgate 115, Celina 49)

Exhibit “C”**Service Plan****A) SERVICE PLAN GENERALLY**

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

B) EMERGENCY SERVICES

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

- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal

control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be 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.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Mahard Annexation Ordinance

Action Requested:

Consider and act upon an ordinance adopting the annexation of a ±10 acre tract of land situated in the Collin County School Land Survey #14, Tract 3, Abstract No. 167 and generally located at the northeast corner of Frontier Parkway and the BNSF Railroad, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Mahard Tract) (Liebman)

Background Information:

The applicant has submitted a petition to annex their property into the City Limits. The annexation will follow the schedule below:

~~February 9, 2016 — City Council acts on resolution to set the public hearing dates.~~

~~March 8, 2016 — City Council will conduct two (2) public hearings~~

April 12, 2016 City Council will act on the ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and deemed it to be acceptable.

Supporting Documents:

Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2016-
MAHARD ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 10.0 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED AT THE NORTHEAST CORNER OF FRONTIER PARKWAY AND THE BNSF RAILROAD RIGHT-OF-WAY, WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 8th day of March, 2016 and the second hearing being held on the 8th day of March, 2016 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the properties being more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in The Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 19th day of February, 2016, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely

surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "C" and incorporated herein for all purposes.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibit "A" which is incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "C", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibit "A" attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of April, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Mahard Annexation Ordinance (1555 : Mahard Annexation Ordinance)

EXHIBIT "A"

Legal Description

SITUATED in Collin County, Texas, in the Collin County School Land Survey No. 14, Abstract No. 167, and being a resurvey of part of the 81.68 Acres of Land described in a Deed from James K. Burns, et ux to Graham S. Stelzer and wife, Doris Stelzer dated September 15, 1961, recorded in Volume 587, Page 146 of the Collin County Deed Records, being described by metes and bounds as follows:

COMMENCING at an existing Iron Pin found at the Southeast corner of said 81.68 Acre tract in the center of an East-West paved road (formerly State Highway No. 289 (Preston Road), at the projection of an established fence from the North; Thence North 89 deg. 22 min. West 480.93 feet with the South line of said 81.68 Acre tract and with the center of said paved road to an Iron Pin found in said South line and road for the POINT OF BEGINNING; THENCE North 89 deg. 22 min. West 428.0 feet with said South line and road leaving said paved road where same turns to the South and continuing with a rock road to a Railroad Spike set in the East R.O.W. Line of the Burlington Northern Railroad for a corner;

THENCE North 12 deg. 26 min. East with said East R.O.W. Line, passing a 1" Dia. By 6' long reinforcing steel rod set at 889.02 feet and hereby designated as point "A" and continuing in all 1277.41 feet to a point where said East R.O.W. Line intersects the center of a small branch for a corner;

THENCE Southeasterly upstream with the center meanders of said branch as follows:

South 45 deg. 01 min. 47 sec. East 138.08 feet

South 59 deg. 40 min. 15 sec. East 68.61 feet

South 26 deg. 04 min. 50 sec. East 68.68 feet

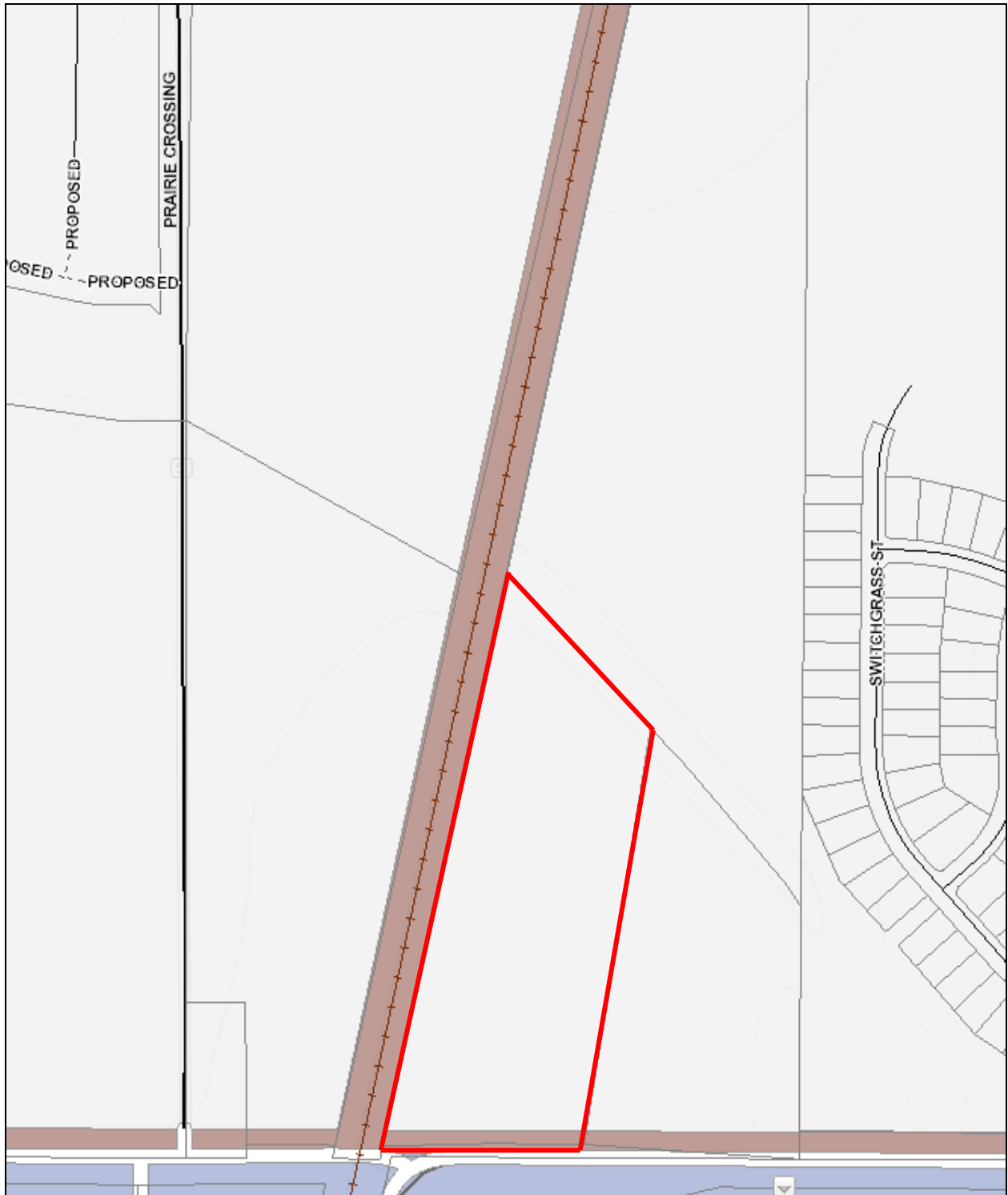
South 45 deg. 42 min. 33 sec. East 73.95 feet

South 50 deg. 48 min. 39 sec. East 64.27 feet

South 35 deg. 05 min. 13 sec. East 24.91 feet to a point for corner;

THENCE South 9 deg. 05 min. 13 sec. West passing an Iron Pin at 60 feet, passing a second Iron Pin at 907.67 feet and containing in all 957.67 feet to the place of beginning, containing 10.00 Acres.

EXHIBIT "B"
Annexation Exhibit



Attachment: Mahard Annexation Ordinance (1555 : Mahard Annexation Ordinance)

EXHIBIT “C” Service Plan

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal

control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be 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.



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: April 12, 2016
Re:

Action Requested:

Consider and act to authorize the City Manager to execute an agreement with Republic Property Group for Proportional Cost Sharing of the SE Sector Sewer line. (Johnson)

Background Information:

Staff has been working with the City Attorney and the Republic Property Group in drafting a an Agreement. The proposed Agreement will allow the City to collect a proportional payment of the SE Sector sewer line from Republic Property Group who, as per the development agreement, are responsible for constructing an 18" sewer line to serve the basin. City staff coordinated with RPG staff on the alignment through Light Farms.

Board Review/Citizen Input:

None

Alternatives:

None

Financial Considerations:

None

Legal Review:

Staff has been working with the City Attorney to draft the agreement.

Supporting Documents:

-Draft Agreement

Staff Recommendation:

Approve

SEWER LINE COST SHARE REIMBURSEMENT AGREEMENT

This **Sewer Line Cost Share Reimbursement Agreement** ("Agreement") is entered by and between the City of Celina, ("City"), a Texas home rule municipality, and LFC Land Company, LLC ("Developer"), a Texas limited liability company, as of the Effective Date. (City and Developer individually referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, on October 5, 2015, City's City Council approved the construction contract for Phase 4 of the Southeast Sector Sewer Project; and

WHEREAS, development within portions of the City's wastewater utility service area depicted on the drawing attached hereto as Exhibit A (the "Service Area") requires the proportional share of the sewer line ("Sewer Line") described in the contract attached hereto as Exhibit B (the "Contract"); and

WHEREAS, the Contract constitutes a proportional share of the Sewer Line for construction of improvements benefiting the Light Farms project owned by Developer; and

WHEREAS, City does not intend to seek reimbursement from the Developer for the Contract costs of improvements that do not serve or benefit the Developer; and

WHEREAS, Developer and City desire to set forth the terms and conditions by which the City will agree to approve the Contract, and cause construction of the Sewer Line improvements in exchange for Developer's proportional payment of costs related thereto as set forth in the Contract.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation of Recitals. The recitals in the "WHEREAS" clauses of this Agreement are true and correct and are incorporated as part of this Agreement for all purposes.
2. Payment of Proportional Cost Share. Developer agrees to pay to City, and City shall be entitled to receive from Developer, an amount equal to \$379,687.11 (the "Proportional Cost Share") for costs associated with the Sewer Line described in the Contract. City agrees to pay the Proportional Cost Share in installments as follows:

2.1 City shall submit to Developer's Engineer or designee a request for payment which shall set forth:

- (a) The details of the work completed on the Sewer Line since the Effective Date (if the initial installment) or since the prior request for payment;
- (b) The cost for materials, labor, and equipment allocable to the completed work described in the payment request;

- (c) Copies of bills, invoices, and other written evidence of charges incurred by Contractor for the work described in the payment request as reasonably requested by the Developer's Engineer;
- (d) The amount of the payment requested;
- (e) The total of all payments on the Proportional Cost Share made as of the date of submission of the payment request;
- (f) The remaining balance of the Proportional Cost Share remaining to be paid for work yet completed; and
- (g) A statement warranting that the work described in the payment request has, in fact, been completed, which statement shall be signed by an authorized representative of the Contractor.

2.2 Not later than fourteen (14) days after the payment request is delivered to the Developer's Engineer, the Developer's Engineer shall certify as to whether or not the work described has been completed and whether or not the payment requested is a fair and reasonable allocation of the Proportional Cost Share relative to the work completed, which certification shall not be unreasonably withheld. The failure of the Developer's Engineer to provide such certification or to dispute the amount of the payment shall constitute approval of the payment request as delivered.

2.3 Not later than fourteen (14) days after the Developer's Engineer certifies the amount to be paid pursuant to the payment request, Developer shall pay to City an amount equal to 95% of the payment amount certified by the Developer's Engineer. The remaining five percent (5%) of each installment payment shall be withheld by Developer as retainage to be paid upon satisfying the conditions for making the Final Payment; and

2.4 The payment of the final installment of the Proportional Cost Share, including the release of any retainage, shall be made not later than five (5) business days after:

- (a) upon completion and acceptance of the Sewer Line by City following the inspections described in Section 5, below;
- (b) receipt of by City of all documents required to be delivered to City pursuant to Section 5, below;
- (c) assignment to City by Developer of the MUD of any warranties relating to materials and/or equipment incorporated into the Sewer Line;
- (d) delivery of an affidavit of all bills paid and waiver of liens and indemnification from the Contractor in a form reasonable acceptable to City acknowledging that the Contractor has received all payments pursuant to the Contract and has paid all subcontractors, suppliers, and other vendors who provided material, supplies, equipment, or labor with respect to construction of the Sewer Line;

(e) delivery of a bill of sale or other document reasonably acceptable by City conveying ownership of the Sewer Line to City; and

(f) to the extent the Sewer Line is not originally constructed within an easement owned by City that provides for the construction, maintenance, repair, replacement, and removal of the Sewer Line, the delivery to City of signed instruments in forms reasonably acceptable to City conveying a perpetual Sewer Line easement to City providing for the construction, maintenance, repair, replacement, and removal of the Sewer Line.

3. Developer Construction Obligation. Not later than two (2) business days following the Effective Date, City shall cause the Contract to be executed and the Sewer Line to be constructed.

4. Payment Current Funds of Developer. Developer shall only be obligated to pay its obligations from current funds available to City for such purposes. Developer warrants and represents that as of the Effective Date, Developer has appropriated current funds and allocated those current funds to pay the Proportional Cost Share ("the Project Funds"). Developer agrees to separately account for the Project Funds on Developer's books, but shall not be obligated to establish a separate deposit account for purpose of holding such funds until spent.

5. Conveyance of Sewer Line. Prior to the acceptance of the Sewer Line, or any portion thereof, to City, City shall conduct a review to confirm that the work with respect to such portion of the Sewer Line was completed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor and with the terms of this Agreement, and to verify the actual costs of such portion of the Sewer Line, including costs associated with the cost share requested by City. City agrees to provide to Developer all invoices, bills of sale and other documentation reasonably requested to evidence the Proportional Cost Share applicable to the portion of the Sewer Line accepted by City.

6. Failure; Default; Remedies. (a) If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees to be bound.

(b) If City is in Default, Developer's sole and exclusive remedy shall be to seek specific enforcement of this Agreement. No Default by the City, however, shall: (1) affect the obligations of Developer to pay the Proportional Cost Share as provided in this Agreement; or (2) entitle City to terminate this Agreement.

(c) If Developer is in Default, City's sole and exclusive remedies shall be to: (1) seek specific enforcement of this Agreement; or (2) terminate this Agreement.

(d) The Parties understand and acknowledge that City has contracted with a contractor for the construction of the Sewer Line, and that Developer has no privity of contract with the City relating to execution of the Contract for construction of the Sewer Line. City warrants and represents that the agreement between City and the Contractor regarding the Contract and the obligation to construct the Sewer Line and pay for the Proportional Cost Share is fully assignable to Developer without the consent of the MUD. If Developer, in its sole discretion, determines it is necessary for the enforcement of Developer's rights under this Agreement for the agreement between the City and the Developer relating to the Contract to be assigned to Developer, City shall execute such assignment not later than three (3) business days after receiving a written demand from Developer for such assignment. Any assignment of the agreement between the Developer and City relating to the Contract shall only relate to the Sewer Line to the extent of the Proportional Cost Share and shall not result in an assignment to, or assumption by, Developer of any other obligations of City pursuant to such agreement.

7. Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a Party shall be in writing addressed to the parties as set forth below. Notices shall be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, return Receipt Requested; (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address; or (c) if by any other means (including, but not limited to, FAX and E-mail), when actually received by the Party at the notice address.

If to the City, to:

City of Celina, Texas
c/o City Manager
142 N. Ohio Street
Celina, Texas 75009
FAX: 972-382-4041

With copy to:

Lance Vanzant
 Hayes, Berry, White & Vanzant, LLP
 512 W. Hickory, Suite 100
 Denton, Texas 76201
 FAX: 866-580-1744

If to the Developer, to:

LFC Land Company, LLC
 c/o Republic Property Group
 Attn: Tony Ruggeri
 8401 N. Central Expressway, Suite 350
 Dallas, Texas 75225
 FAX: 214-292-3411

With copy to:

Shupe Ventura Lindelow & Olson, PLLC
 Attn: Misty Ventura
 9406 Biscayne Blvd.
 Dallas, Texas 75218
 FAX: 800-519-3768

Each Party has the right to change, from time to time, its notice addresses by giving at least 10 days written notice to the other Party. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first Business day following such Saturday, Sunday, or legal holiday.

8. Governing Law; Venue. This Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, venue for such dispute shall lie in a state court of competent jurisdiction in Collin County, Texas.

9. Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect.

10. Failure to Enforce Not a Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

11. No Waiver of Powers or Immunity. City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow Developer to enforce its remedies under this Agreement.
12. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than City and Developer any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Developer.
13. Amendments. This Agreement may be amended only by written agreement of the Parties.
14. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
15. Exhibits. The exhibits attached to this Agreement are incorporated as part of this Agreement for all purposes as if set forth in full in the body of this Agreement.
16. Effective Date. This Agreement shall be effective on the date when it bears the signatures of authorized representatives of the Parties as indicated below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNED AND AGREED this ____ day of April, 2016.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Faulkner

APPROVED AS TO FORM:

City Attorney

Attachment: SE Sector Sewer Cost Share Agreement v 02 (1529 : Light Farms SE Sector Sewer)

SIGNED AND AGREED this ____ day of April, 2016.

LFC LAND COMPANY LLC

a Texas limited liability company

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

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

Attachment: SE Sector Sewer Cost Share Agreement v 02 (1529 : Light Farms SE Sector Sewer)

EXHIBIT A

Service Area



Attachment: SE Sector Sewer Cost Share Agreement v 02 (1529 : Light Farms SE Sector Sewer)



SE SECTOR SEWER COST SHARE AGREEMENT CITY OF CELINA

0 500 1,000 2,000
Feet

- Proposed Sewer
- Existing Wastewater Lines
- Roads
- Railroads
- Parcels
- LIGHT

LAND DESCRIPTION 15' SANITARY SEWER EASEMENT

TRACT 1

BEING a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of Tract B, as described in instrument to LFC Land Company, LLC, as recorded in Document Number 20120423000464780 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at northwest corner of said LFC Land Company tract, said corner being on the easterly right-of-way line of the Burlington Northern Railroad (formerly Red River Texas and Southern Railway Company, a 100.0 foot wide right-of-way, as described in Volume 121, Pg. 20 of the Land Records of Collin County, Texas, from which a 1/2 inch iron rod found bears North 88 degrees 04 minutes 16 seconds East a distance of 23.34 feet;

THENCE, South 11 degrees 20 minutes 28 seconds West along the easterly right-of-way line of the Burlington Northern Railroad, a distance of 1,561.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the **POINT OF BEGINNING**;

THENCE, South 78 degrees 39 minutes 32 seconds East departing the easterly right-of-way line of the Burlington Northern Railroad, a distance of 8.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 84 degrees 14 minutes 18 seconds East a distance of 197.05 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 64 degrees 41 minutes 19 seconds East a distance of 402.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 53 degrees 51 minutes 46 seconds East a distance of 348.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 31 minutes 55 seconds East a distance of 160.36 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the east line of the said LFC Land Company tract;

THENCE, South 00 degrees 28 minutes 05 seconds East along the east line of the LFC Land Company tract, a distance of 15.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 31 minutes 55 seconds West departing the east line of the LFC Land Company tract, a distance of 165.32 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 53 degrees 51 minutes 46 seconds West a distance of 351.77 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 64 degrees 41 minutes 19 seconds West a distance of 397.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 84 degrees 14 minutes 18 seconds West a distance of 195.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 78 degrees 39 minutes 32 seconds West a distance of 11.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 11 degrees 20 minutes 28 seconds East a distance of 15.00 feet to the **POINT OF BEGINNING** and **CONTAINING** 0.3853 acres of land, more or less.

TRACT 2

BEING a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of Tract A, as described in instrument to LFC Land Company, LLC, as recorded in Document Number 20120423000464780 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found at the most easterly northeast corner of said LFC Land Company tract, said corner being on the westerly right-of-way line of the Burlington Northern Railroad (formerly Red River Texas and Southern Railway Company, a 100.0 foot wide right-of-way, as described in Volume 121, Pg. 20 of the Land Records of Collin County, Texas;

THENCE South 11 degrees 20 minutes 28 seconds West along the westerly right-of-way line of the Burlington Northern Railroad, a distance of 1,540.23 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the **POINT OF BEGINNING**;

THENCE, South 11 degrees 20 minutes 28 seconds West continuing along the westerly right-of-way line of the Burlington Northern Railroad, a distance of 15.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 78 degrees 39 minutes 32 seconds West departing the westerly right-of-way line of the Burlington Northern Railroad, a distance of 170.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 27 degrees 55 minutes 10 seconds West a distance of 278.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 69 degrees 54 minutes 45 seconds West a distance of 392.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 73 degrees 00 minutes 06 seconds West a distance of 529.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 16 minutes 09 seconds West a distance of 312.39 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the east line of a 15.00 foot wide Sanitary Sewer Easement as recorded in Document Number 20141219001380860 of the Official Property Records of Collin County, Texas;

THENCE, North 00 degrees 43 minutes 51 seconds East along the east line of the said 15.00 foot wide sanitary sewer easement, a distance of 15.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 16 minutes 09 seconds East a distance of 314.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 73 degrees 00 minutes 06 seconds East a distance of 531.83 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 69 degrees 54 minutes 45 seconds East a distance of 398.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 27 degrees 55 minutes 10 seconds East a distance of 277.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 78 degrees 39 minutes 32 seconds East a distance of 162.99 feet to the **POINT OF BEGINNING** and **CONTAINING** 0.5798 acres of land, more or less.

BASIS OF BEARING: BEARINGS SHOWN HEREON ARE NAD 1983 TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL TEXAS ZONE (4202).

***PRELIMINARY, THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED
OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT***

D. Rex Winchester
Registered Professional Land Surveyor
Texas Registration No. 5191
Huitt-Zollars, Inc.
Firm Registration No. 10025600
1717 McKinney Avenue
Suite 1400
Dallas, Texas 75202-1236
Ph. (214) 871-3311
Date: November 18, 2015

Attachment: SE Sector Sewer Cost Share Agreement v 02 (1529 : Light Farms SE Sector Sewer)

LINE	BEARING	DISTANCE
L1	S 00°28'05" E	15.00'
L2	S 89°31'55" W	165.32'
L3	N 83°51'46" W	351.77'
L4	N 64°41'19" W	397.20'
L5	S 84°14'18" W	195.13'
L6	N 78°39'32" W	11.13'
L7	N 11°20'28" E	15.00'
L8	S 78°39'32" E	8.87'
L9	N 84°14'18" E	197.05'
L10	S 64°41'19" E	402.80'
L11	S 53°51'46" E	348.23'
L12	N 89°31'55" E	160.36'
L13	S 11°20'28" W	15.00'
L14	N 78°39'32" W	170.10'
L15	N 27°55'10" W	278.46'
L16	N 69°54'45" W	392.13'
L17	N 73°00'06" W	529.28'
L18	N 89°16'09" W	312.39'
L19	N 00°43'51" E	15.00'
L20	S 89°16'09" E	314.54'
L21	S 73°00'06" E	531.93'
L22	S 69°54'45" E	398.29'
L23	S 27°55'10" E	277.10'
L24	S 78°39'32" E	162.99'

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

POINT OF
COMMENCING
TRACT 2

TRACT 1
159.7 ACRES
OWNSBY 1880
FARMS, LTD.
CC # 99-0005737
L.R.C.C.T.

POINT OF
COMMENCING
TRACT 1
1/2" IRF BEARS
N88°04'16"E-23.34'

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

TRACT 2
15' SEWER EASEMENT
0.5798 ACRES

30' TEMPORARY
CONSTRUCTION
EASEMENT

15' SANITARY SEWER
EASEMENT
DOC. #20141219001380860
O.P.R.C.C.T.

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

LIGHT FARMS WAY

JOHN RAGSDALE SURVEY
ABSTRACT No. 734



BASIS OF BEARING: BEARINGS SHOWN
HEREON ARE NAD 1983 TIED TO THE
TEXAS STATE PLANE COORDINATE
SYSTEM OF 1983, NORTH CENTRAL
TEXAS ZONE (4202).

DATE: NOVEMBER 18, 2015
01-3905-43
J: \SURVEY\3905\43\DWG\
SANITARY-OFFSITE.DWG

CYPRESS CREEK WAY
EXTENSION
100.0' RIGHT-OF-WAY
DOC. No. 2014-661
P.R.C.C.T.

NOTE: ALL CORNERS ARE 5/8" IRON RODS
WITH CAP STAMPED "HUITT-ZOLLARS"
UNLESS NOTED OTHERWISE.

HUITT-ZOLLARS
Huitt-Zollars, Inc.
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

15' SEWER EASEMENT &
30' TEMPORARY CONSTRUCTION
EASEMENT
COLLIN COUNTY SCHOOL LAND
SURVEY No. 14, ABSTRACT, No. 167
COLLIN COUNTY, TEXAS

EXHIBIT B

Contract

Attachment: SE Sector Sewer Cost Share Agreement v 02 (1529 : Light Farms SE Sector Sewer)

CITY OF CELINA

SE SECTOR SEWER COST SHARE



To: Clint Yeager
From: Gabe Johnson, PE, PH, CFM, GISP
Date: 2/29/2016
Project: SE Sector Sewer - Phase 4

Location: Light Farms
Limits: Doe Branch Trunk Main to Eastern Property Limits of Light Farms
Project Type: 21" Sewer Line
Length: 2,942 ft

Construction Cost

No.	Item Description	Quantity	Unit	Bid Price	Total Price
6	60" Diameter Sanitary Sewer Manhole	8	EA	\$ 9,000.00	\$ 72,000.00
7	60" Diameter Sanitary Sewer Manhole Extra Depth	56	VF	\$ 400.00	\$ 22,400.00
7A	Sanitary Sewer Manhole Vent	1	EA	\$ 1,500.00	\$ 1,500.00
8	Connect to Existing Manhole	1	EA	\$ 4,000.00	\$ 4,000.00
9	21" PVC (F679 PS115) Sanitary Sewer Main	2,839	LF	\$ 78.00	\$ 221,442.00
10	21" Sanitary Sewer Main (BOTOC)	103	LF	\$ 800.00	\$ 82,400.00
11	Vaccum Test Sanitary Sewer Manhole	8	EA	\$ 200.00	\$ 1,600.00
12	Television Inspection	2,942	LF	\$ 2.00	\$ 5,884.00
15	Flowable Backfill	196	CY	\$ 130.00	\$ 25,480.00
16	Rock Riprap - Type A	14	CY	\$ 130.00	\$ 1,794.00
17	Hydromulch Seeding of Work Zone	15,777	SY	\$ 0.50	\$ 7,888.50
18	Trench Safety and Support	2,839	LF	\$ 1.00	\$ 2,839.00
Construction Sub-Total				\$	449,227.50
Soft Costs				15%	\$ 67,384.13
TOTAL COST				\$	516,611.63
City Proportional Share				26.5%	\$ 136,924.51
Light Farms Proportional Share				73.5%	\$ 379,687.11

21-in Pipe	7.24 MGD	100.0%
18-in Pipe	5.32 MGD	73.5%

21" Flow Calculation		18" Flow Calculation	
Kn	1.486	Kn	1.486
n	0.013	n	0.013
Dia (in)	21	Dia (in)	18
S (ft/ft)	0.0050	S (ft/ft)	0.0061
Area (ft ²)	2.41	Area (ft ²)	1.77
Perim. (ft)	5.50	Perim. (ft)	4.71
R (ft)	0.44	R (ft)	0.38
Vel (ft/s)	4.66	Vel (ft/s)	4.66
Q (cfs)	11.20	Q (cfs)	8.23
Q (MGD)	7.24	Q (MGD)	5.32

Attachment: SE Sector Sewer Cost Share Agreement v 02 (1529 : Light Farms SE Sector Sewer)



August 20, 2015
PK No.: 3551-14.141

Mr. Gabe Johnson, P.E., P.H., C.F.M., G.I.S.P.
CITY OF CELINA
142 North Ohio Street
Celina, Texas 75009

Re: **SOUTHEAST SECTOR (PWK Sew 2014-06) ~ Phase 4**
RECOMMENDATION OF AWARD
Celina, Collin County, Texas

Dear Mr. Johnson:

BID RESULTS

Attached is the Bid Tabulation for the bids received August 18, 2015 for the referenced project for your use.

The lowest bid received was from Dowager Utility Construction. Based on the estimated quantities in the Bid Proposal and the unit prices bid by Dowager Utility Construction, the total amount of the bid for contract award is \$978.627.00.

CONTRACTOR QUALIFICATIONS

Dowager Utility Construction provided a list of experience and references for this project. Pacheco Koch called various references and verified experience and the references' opinion of the work performed by the contractor. The references confirmed Dowager's experience and qualifications. There were no adverse references.

RECOMMENDATION

Based on the information we have received to date, we see no reason not to award a contract for the referenced project to Dowager Utility Construction for the Bid amount of \$978.627.00.

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

A blue ink signature of Jay C. London, written in a cursive style, positioned above a horizontal line.

Jay C. London, P.E.

Attachments:
Bid Tabulation

cc: Madison Smartt - Dowager Utility Construction
File

CITY OF CELINA

BID TABULATION



21-Inch Interceptor Connection to Doe Branch - Phase 4
 City Project Number: PWK SEW 2014-06
 PK No. 3551-14.141

BIDS OPENED: August 18, 2015
 CONTRACT TIME:

BIDS OPENED: August 18, 2015 CONTRACT TIME:				Dickerson Construction, Inc. 1130 N. Louisiana Celina, Texas 75009		Kodiak Trenching & Boring 214 E. College Street Grapevine, Texas 76051		S & J Construction Co., Inc. 520 S. 6th Avenue Mansfield, Texas 76063		Dowager Utility Construction 2464 Manana Drive Dallas, Texas 75220	
ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization, Demobilization, Bonds, Insurance	1	LS	\$ 47,500.00	\$ 47,500.00	\$ 67,225.00	\$ 67,225.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00
2	Traffic Control & Barricades	1	LS	1,000.00	1,000.00	4,875.00	4,875.00	1.00	1.00	2,000.00	2,000.00
3	Project Sign	2	EA	1,000.00	2,000.00	650.00	1,300.00	400.00	800.00	500.00	1,000.00
4	Temporary Erosion, Sedimentation and Water Pollution Prevention (SWP)	1	LS	10,000.00	10,000.00	22,000.00	22,000.00	1.00	1.00	19,000.00	19,000.00
5	General Site Preparation	1	LS	8,000.00	8,000.00	35,000.00	35,000.00	25,000.00	25,000.00	6,000.00	6,000.00
6	60" Diameter Sanitary Sewer Manhole	14	EA	9,500.00	133,000.00	6,900.00	96,600.00	8,400.00	117,600.00	9,000.00	126,000.00
7	60" Diameter Sanitary Sewer Manhole Extra Depth	100	VF	600.00	60,000.00	637.00	63,700.00	328.00	32,800.00	400.00	40,000.00
7A	Sanitary Sewer Manhole Vent	3	EA	2,350.00	7,050.00	1,763.00	5,289.00	2,100.00	6,300.00	1,500.00	4,500.00
8	Connect to Existing Manhole	1	VF	1,500.00	1,500.00	2,065.00	2,065.00	4,600.00	4,600.00	4,000.00	4,000.00
9	21" PVC Sanitary Sewer Main	6617	LF	76.50	506,200.50	93.00	615,381.00	137.00	906,529.00	78.00	516,126.00
10	21" Sanitary Sewer Main	100	LF	525.00	52,500.00	774.00	77,400.00	926.00	92,600.00	800.00	80,000.00
11	Vacuum Test Sanitary Sewer Manhole	14	EA	350.00	4,900.00	185.00	2,590.00	100.00	1,400.00	200.00	2,800.00
12	Television Inspection	6717	LF	1.50	10,075.50	1.40	9,403.80	1.00	6,717.00	2.00	13,434.00
13	Rock Foundation	100	CY	25.00	2,500.00	46.00	4,600.00	35.00	3,500.00	40.00	4,000.00
14	Sand Backfill	100	CY	14.00	1,400.00	30.00	3,000.00	17.00	1,700.00	30.00	3,000.00
15	Flowable Backfill	400	CY	160.00	64,000.00	150.00	*60,000.00	91.00	36,400.00	130.00	52,000.00
16	Rock Riprap - Type A	100	CY	75.00	7,500.00	125.00	*12,500.00	90.00	9,000.00	130.00	13,000.00
16A	Grouted Rock Riprap	125	CY	150.00	18,750.00	145.00	18,125.00	130.00	16,250.00	160.00	20,000.00
17	Hydromulch Seeding of Work Zone	44300	SY	1.00	44,300.00	1.10	48,730.00	0.50	22,150.00	0.50	22,150.00
18	Trench Safety & Support	6617	LF	2.00	13,234.00	1.00	6,617.00	0.01	66.17	1.00	6,617.00
19	Investigation	3	EA	1,000.00	3,000.00	2,500.00	7,500.00	1,500.00	4,500.00	1,000.00	3,000.00
ALT 1	60" Diameter Polymer Sanitary Sewer Manhole	14	EA	14,000.00	196,000.00	17,027.11	238,379.54	15,000.00	210,000.00	14,400.00	201,600.00
#REF!				-	-	-	-	-	-	-	-
TOTAL BID				\$ 998,410.00		\$ 1,091,400.80		\$ 1,337,914.17		\$ 978,627.00	
ALTERNATIVE 1				\$ 196,000.00		\$ 238,379.54		\$ 210,000.00		\$ 201,600.00	
5% BID SECURITY				BOND		BOND		BOND		BOND	
ADDENDA ACKNOWLEDGED				YES		YES		YES		YES	

Attachment: SE Sector Sewer Cost Share Agreement v 02 (1529 : Light Farms SE Sector Sewer)



21-INCH INTERCEPTOR CONNECTION TO DOE BRANCH TRUNK SEWER ~ PHASE FOUR SOUTHEAST SECTOR (PWK SEW 2014-06)

JUNE 2015

CITY OF CELINA
ENGINEERING DEPARTMENT
RELEASED FOR CONSTRUCTION
DATE _____ BY _____
PRIOR TO CONSTRUCTION, THE OWNER OR THEIR REPRESENTATIVE SHALL NOTIFY THE
CITY OF CELINA ENGINEERING DEPARTMENT AT 972-362-6061 (LIFE) CONSTRUCTION
CITY OF CELINA ENGINEERING DEPARTMENT SHALL BE NOTIFIED 14 DAYS PRIOR TO THE
START OF CONSTRUCTION. THE CITY OF CELINA WILL PROVIDE ALL NECESSARY
CONSTRUCTION SHALL TAKE PRECEDENCE OVER OTHER PLANS WHENEVER IN CONFLICT
WITH THE CITY OF CELINA ENGINEERING DEPARTMENT APPROVED AND PERMITS SHALL BE
ACQUIRED PRIOR TO CONSTRUCTION.

MAYOR
SEAN TERRY

MAYOR PRO TEM
CARMEN ROBERTS

CITY COUNCIL

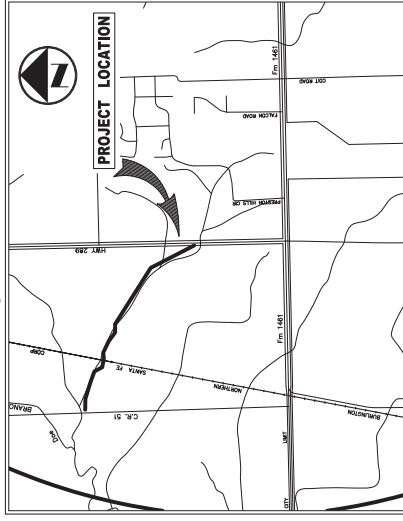
ERIK GEIGER
WAYNE NABORS
ANDY HOPKINS
CARMEN ROBERTS
LORI VADEN
CHAD ANDERSON

CITY MANAGER
MIKE FOREMAN

CITY ENGINEER
GABE JOHNSON, P.E., P.H., CFM



VICINITY MAP



SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	QUANTITY SHEET
4	INTERCEPTOR MAIN PLAN & PROFILE (STA 19+73.03 TO STA 27+00)
5	INTERCEPTOR MAIN PLAN & PROFILE (STA 27+00 TO STA 36+00)
6	INTERCEPTOR MAIN PLAN & PROFILE (STA 36+00 TO STA 45+00)
7	INTERCEPTOR MAIN PLAN & PROFILE (STA 45+00 TO STA 54+00)
8	INTERCEPTOR MAIN PLAN & PROFILE (STA 54+00 TO STA 63+00)
9	INTERCEPTOR MAIN PLAN & PROFILE (STA 63+00 TO STA 72+00)
10	INTERCEPTOR MAIN PLAN & PROFILE (STA 72+00 TO STA 81+00)
11	INTERCEPTOR MAIN PLAN & PROFILE (STA 81+00 TO STA 87+23.67)
12-13	MISC DETAILS
14	EROSION CONTROL PLAN
15-16	TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION CONTROL MEASURE DETAIL SHEETS



8350 N. CENTRAL EXPWY., SUITE 1000 PH. 972.235.3031
DALLAS, TX 75206 FAX 972.235.9544
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-101938-05

GENERAL PROJECT NOTES

33. THE CONTRACTOR SHALL HAVE IN HIS POSSESSION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ALL NECESSARY PERMITS, LICENSES, ETC.
34. THE OWNER'S ENGINEER WILL PERFORM CERTAIN CONSTRUCTION STAGING. REFERENCE THE CONSTRUCTION DOCUMENTS, WHICH OUTLINE THE SCOPE OF THIS SERVICE.
35. BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION TO PROTECT ALL EXISTING UTILITIES AND PRIVATE UTILITIES THEREAFTER, THE CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES FOR ALL CONNECTIONS AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND SHALL ASSUME FULL LIABILITY TO THOSE COMPANIES FOR ANY DAMAGES CAUSED BY THEIR FACILITIES.
- CITY OF CELINA, GENERAL INFORMATION
JOSEPH "BUD"Y REGIONAL WATER DISTRICT
TELECOMMUNICATIONS
JOEY ELECTRIC
NATURAL ENERGY (FIELD ENGINEER ROBIN RICHARDSON)
TELEPHONE NUMBERS
(972) 382-2882
(800) 274-4014
(800) 344-8577
(800) 344-8577
(972) 992-6204
(972) 468-6204
36. THE CONTRACTOR SHALL BE ALLOWED ACCESS TO THE WORK AREA FOR INVESTIGATIONS ONTO ADJACENT DEVELOPED OR UNDEVELOPED PROPERTY. ACCESS SHALL BE ALLOWED BASED ON THE PLANS. ANY DAMAGE RESULTING THEREFROM SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR.
37. OTHER CONSTRUCTION MAY BE UNDERWAY AT THE SAME TIME AND IN THE GENERAL AREA OF THE SUBJECT PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY AND COORDINATE WITH ALL OTHER CONTRACTORS TO DETERMINE A CONSTRUCTION SCHEDULE THAT WILL NOT INTERFERE WITH THE CONSTRUCTION OF THIS PROJECT. ALL CONTRACTORS WILL BE NOTIFIED OF ALL COORDINATION. IN THE EVENT OF A SCHEDULING CONFLICT, THE OWNER'S ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
38. CONSTRUCTION INSPECTION WILL BE PERFORMED BY REPRESENTATIVES OF THE OWNER, ENGINEER, GEOTECHNICAL ENGINEER, AND REVIEWING AUTHORITIES AND AGENCIES. UNRESTRICTED ACCESS SHALL BE PROVIDED TO THEM AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ACCESS AND REMOVING REQUIRED INFRASTRUCTURE.
39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF CONSTRUCTION MATERIALS AFTER COMPLETION OF BACKFILLING IN THAT AREA. SEPARATE PAY ITEM.

GENERAL NOTES FOR SANITARY SEWER CONSTRUCTION

1. ALL NON-PRESSURE PIPE MANHOLES ARE TO BE CONSTRUCTED WITH A MINIMUM OF 2" PRECAST CONCRETE GRADE RINGS AND WITH AN INTERNAL CHIMNEY SEAL. THE MAXIMUM ALLOWABLE EXTENSION OF MANHOLE NECKS USING GRADE RINGS IS LIMITED TO 30".
2. ALL MANHOLES ARE TO HAVE INVERTS CONSTRUCTED FOR MISCELLANEOUS DETAILS.
3. ALL SANITARY SEWER MAIN SUBSTATIONS FROM MANHOLES SHALL BE A MINIMUM OF 5 FEET IN LENGTH AND TERMINATED WITH A WATER TIGHT STOPPER OR CAP.
4. FOR ALL MANHOLES WITH CAST IN PLACE BASES, THE FIRST PIPE JOINT MUST EXTEND MINIMUM OF 5 FEET PAST THE EDGE OF MANHOLE. WITH A CONCRETE GRADE PAVED INTEGRALLY WITH THE BASE, AND UNDER THE ENTIRE PIPE JOINT LENGTH.
5. ALL CAST IN PLACE MANHOLES ARE TO BE CONSTRUCTED WITH PIPE TO MANHOLE CONNECTORS FOR MISCELLANEOUS DETAILS, OR WITH A CONNECTOR TO THE NEXT MANHOLE.
6. MINIMUM MANHOLE WALL THICKNESSES ARE PER ASTM F1008-OR AS FOLLOWS: THE STANDARD THICKNESSES ARE: 48" MANHOLE-5" WALL; 60" MANHOLE-6" WALL; 72" MANHOLE-7" WALL. REFER TO MSSC DETAILS FOR ADDITIONAL INFORMATION.

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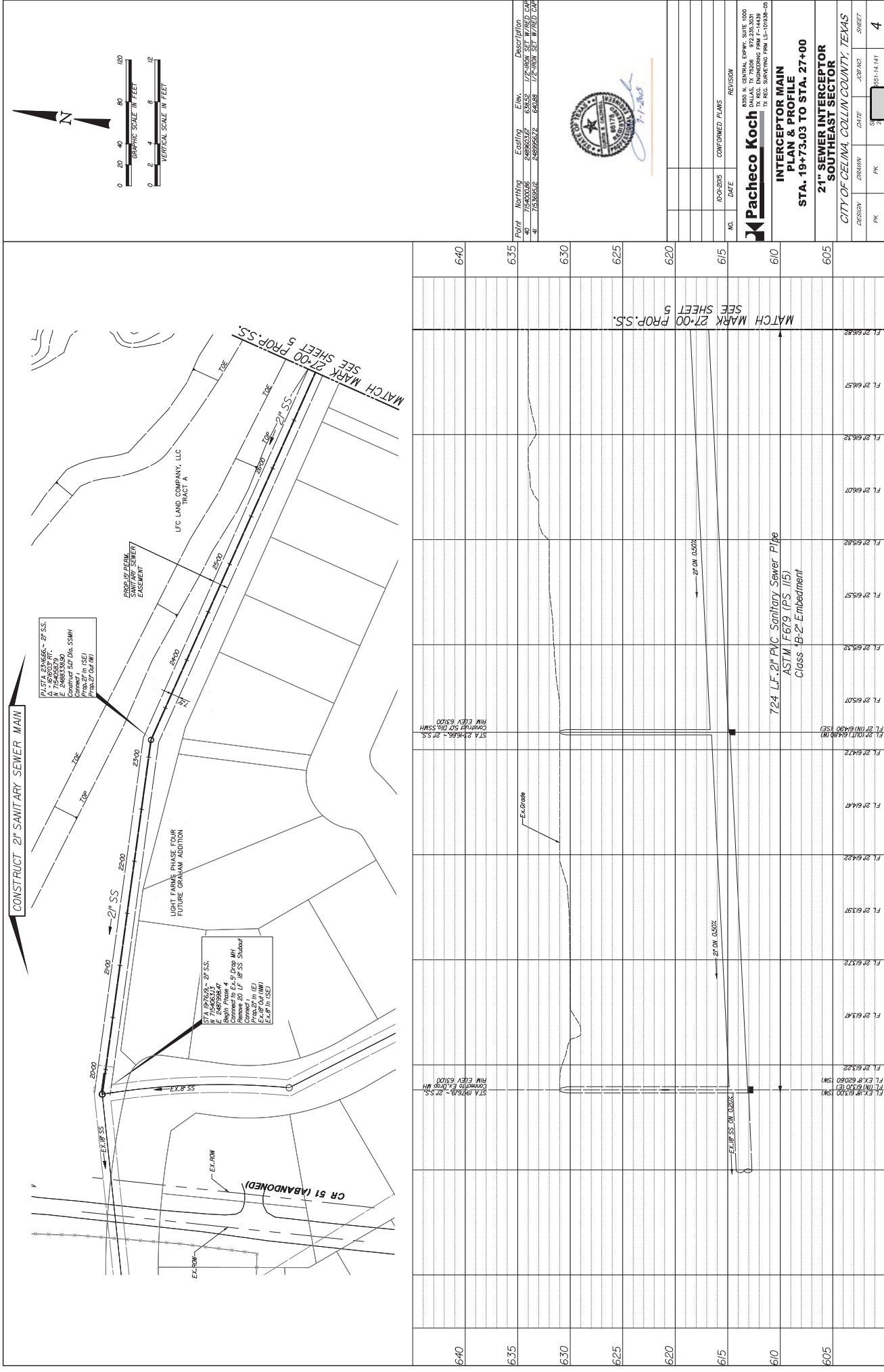
GENERAL NOTES

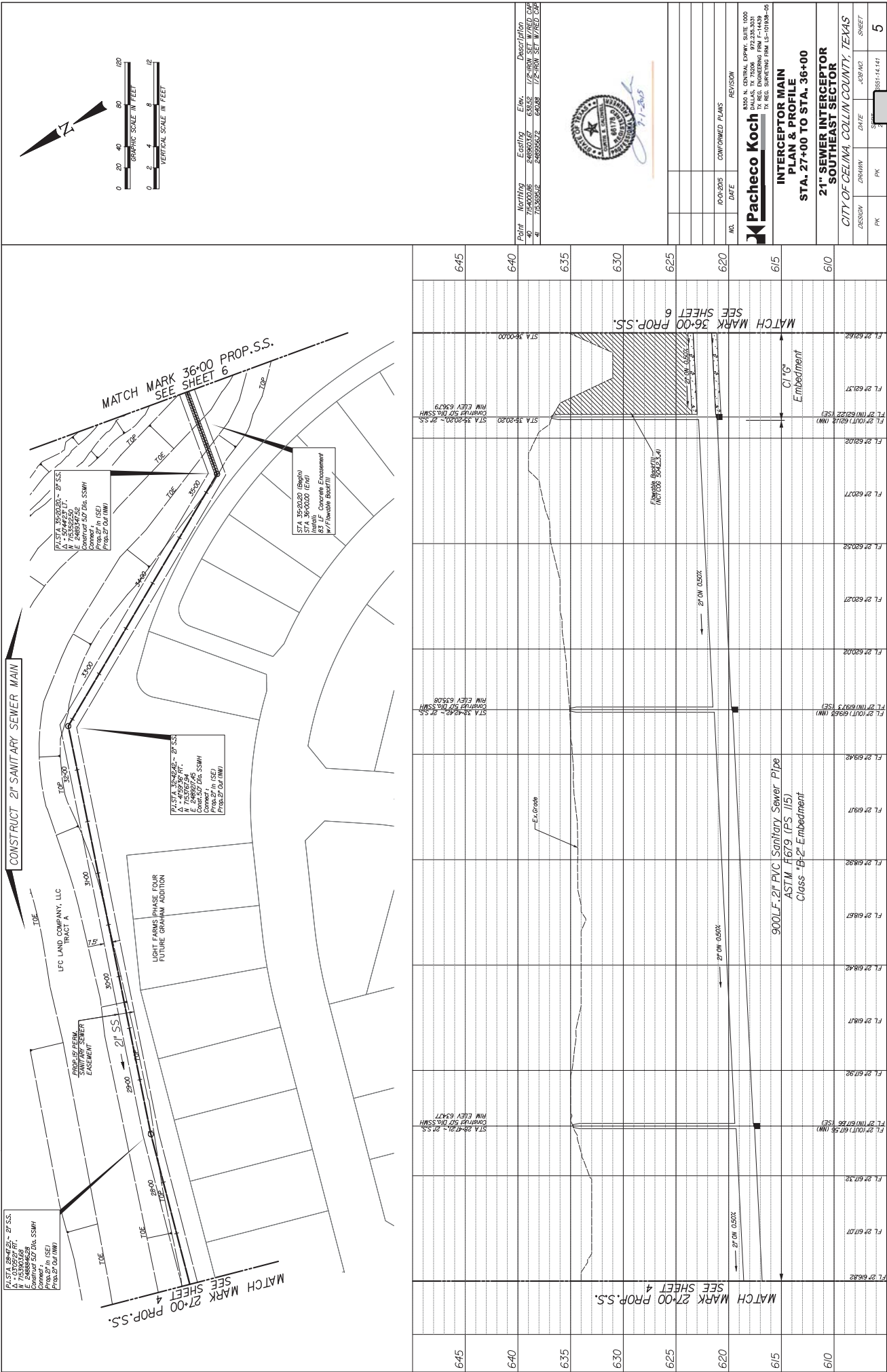
**21" SEWER INTERCEPTOR
SOUTHEAST SECTOR**

OF CELINA, COLLIN COUNTY, TEXAS.

DESIGN	DRAWN	DATE	JOB NO.	SHEET
PK	PK	SEPT 2011	61-14.141	2

7.E.a





PI STA 27+00.00 = 27+00.00
A = 10750.00 FT.
E = 10750.00 FT.
CONCRETE 50" DIA. SSWH
PROPOSED 21" IN (SE)
PROPOSED 21" OUT (NW)

CONSTRUCT 21" SANITARY SEWER MAIN

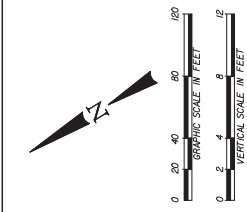
LFC LAND COMPANY, LLC
TRACT A

PROPOSED 21" SANITARY SEWER
EASEMENT

LIGHT FARMS PHASE FOUR
FUTURE GRADUATION ADDITION

PI STA 35+00.00 = 35+00.00
A = 10750.00 FT.
E = 10750.00 FT.
CONCRETE 50" DIA. SSWH
PROPOSED 21" IN (SE)
PROPOSED 21" OUT (NW)

STA 35+00.00 (Begin)
STA 36+00.00 (End)
88 LF Concrete Encasement
w/Flowable Backfill



NO.	DATE	REVISION
1	10/20/2015	CONFORMED PLANS



Pacheco Koch
8350 N. CENTRAL EXPY. SUITE 1000
DALLAS, TX 75206
TEL: 972.255.3031
FAX: 972.255.3031
WWW.PACHECO-KOCH.COM

**INTERCEPTOR MAIN
PLAN & PROFILE**
STA. 27+00 TO STA. 36+00
21" SEWER INTERCEPTOR
SOUTHEAST SECTOR

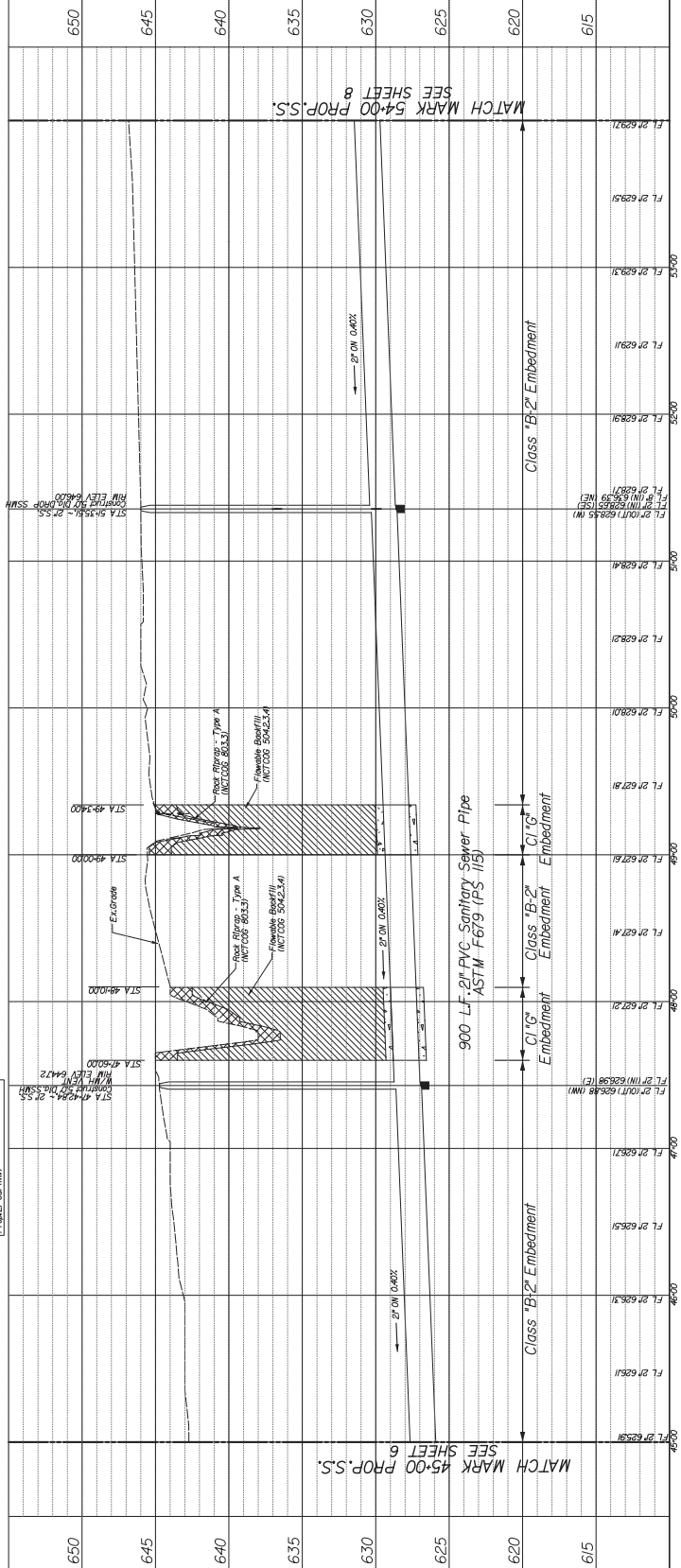
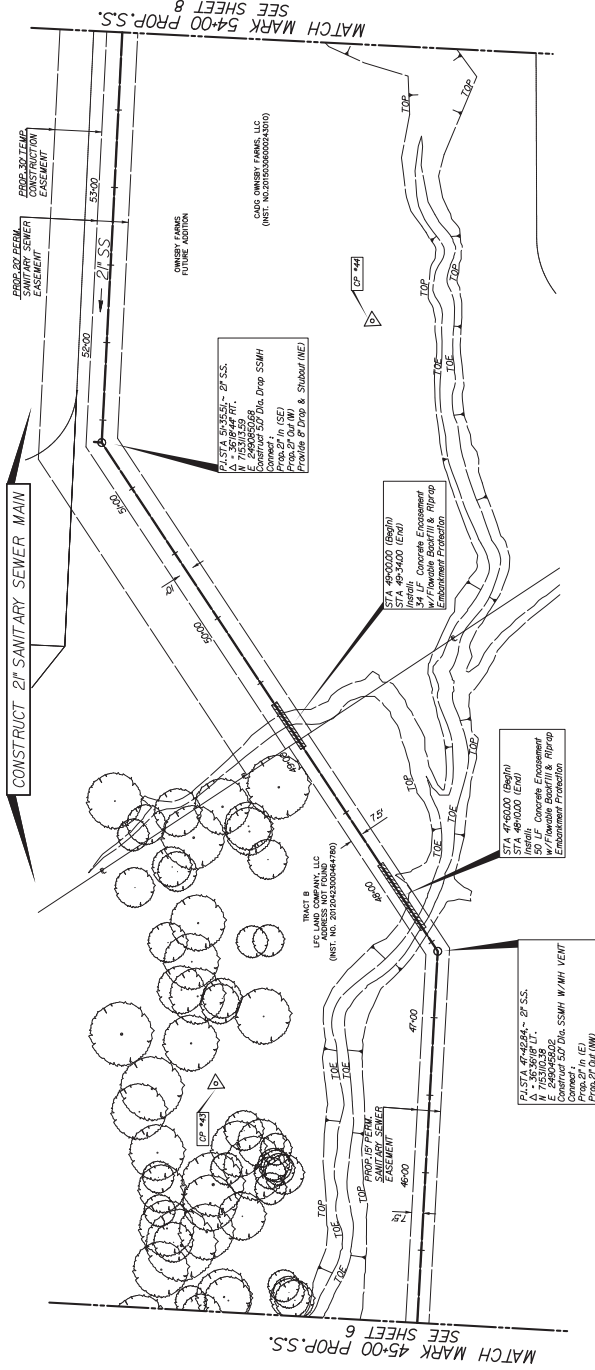
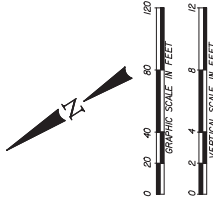
CITY OF CELINA, COLLIN COUNTY, TEXAS

DESIGN	DRAWN	DATE	SHEET
PK	PK	PK	5

7.E.a

Attachment: SE Sector Sewer Cost Share Agreement v 02 (1529 : Light Farms SE Sector Sewer)





Point	Nothing	Easting	Elev.	Description
43	718376.62	64044.56	642.35	1/2\"/>



NO.	DATE	CONFIRMED PLANS	REVISION
10-0-2015			
Pacheco Koch 8300 N. CENTRAL EXPWY, SUITE 1000 DALLAS, TEXAS 75245 TX REG. ENGINEERING FIRM E-14139 TX REG. SURVEYING FIRM LS-101838-05			

INTERCEPTOR MAIN PLAN & PROFILE STA. 45+00 TO STA. 54+00 21" SEWER INTERCEPTOR SOUTHEAST SECTOR CITY OF CELINA, COLLIN COUNTY, TEXAS			
DESIGN	DRAWN	DATE	JOB NO.
PK	PK	SECT	151-14141
7			

7.E.a



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: April 12, 2016
Re:

Action Requested:

Consider and act to authorize the City Manager to execute a contract Change Order No. 3 with Wilson Contractor Services in the amount of \$214,225.66 for construction of the Southeast Sector Water Lines W1 and W2. (Johnson)

Background Information:

Change order No. 3 will allow us to bore Wilson Creek to connect to the Mustang Lakes subdivision. This is a vital piece of the construction that needs to be addressed in order for the water to be sufficiently provided to Mustang Lakes.

Board Review/Citizen Input:

N/A

Alternatives:

If council chooses to not approve the contract change order staff can proceed with the original contract and address the outstanding items at a later date.

Financial Considerations:

Funding is available in the SE Sector Bond issuance

Legal Review:

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

Supporting Documents:

-Change Order #3

Staff Recommendation:

Approval



Wilson Contractor Services, LLC
3985 Mingo Rd.
Denton, Texas 76208

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

WWW.WilsonContractorServices.Com

DATE:

3/5/2016

REV #

Water & Waste Water System Installation

Project Name: Wilson Creek Crossing

Address: 0

Celina, TX

Bid Date/Time:

Quoted To: City of Celina

Drawings By: Pocheco Koch Eng.

Att: Mr. Gabe Johnson

Dated: 12/1/2015

Phone: (972) 382-2682

Addendum Acknowledged:

Fax:

Email:

WCS, LLC Proposes to Furnish and Install Complete in Place per Scope of Work below for the Following Price:

\$214,225.66

Item	Description	Unit	Qty	Unit Item Bid Total	Line Item Total
1	General Items (Bonding & Insurance Fees, Surveying Fees, Tree Clearing, etc)	0	1.00	\$10,400.00	\$10,400.00
2	Water System Sta 7+54.89 to Sta 16+00:				
2.1	12" DR18 PVC Waterline	L.F.	330.00	\$ 71.81	\$23,697.30
2.2	CL153 Domestic DI Fittings called out in the plans (includes Megalug Joint Restraints and Concrete Blocking) for Vertical and Horizontal Bends.	L.S.	1.00	\$ 9,057.00	\$ 9,057.00
2.3	26" Steel Encasement BOTO (Rock) (Approx 23vf depth) Includes Steel Casing Spacers and end seals	L.F.	137.00	\$ 434.00	\$59,458.00
2.4	Creek Crossing embankment treatment. Includes CI G Concrete Pipe Embedment, Flowable Backfill, and Wall Anchors per plan	L.F.	170.00	\$ 530.37	\$90,162.90
2.5	Type A Rip Rap, per plan (7' wide, 2vf Depth)	L.F.	51.00	\$ 111.76	\$ 5,699.76
2.6	12"x2" Wtr Srv Sta 8+24.89	Ea.	1.00	\$ 2,050.00	\$ 2,050.00
2.7	12" RW Gate Valve, Valve Box and Conc Pad	Ea.	1.00	\$ 2,400.00	\$ 2,400.00
2.8	Connect to Existing Watermain Stubout	Ea.	1.00	\$ 1,800.00	\$ 1,800.00
2.9	Trench Safety	L.F.	330.00	\$ 28.79	\$ 9,500.70
Water System Total:			\$	214,225.66	

Total Quote: \$ 214,225.66

Project Inclusions:

- a. Installation
- b. WL Hydro-Static Testing
- c. WL Dis-infection
- d.
- e. Compaction as required
- f.

Project Exclusions:

- a.
- b.
- c.
- d.
- e.
- g.

Prepared By:

A.A. Martinez

3/5/2016

Quote Valid for 60 days

Date

Attachment: Celina RFCO3 wtr (1528 : Construction Change Order - SE Sector Water Line CO3)



Fire Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kyle Mills, Deputy Fire Chief
Date: April 12, 2016
Re: <Insert Subject/RE Here>

Action Requested:

Consider and act upon amending the City's Code of Ordinances Section 6.05.031 Ambulance Services.
(Mills)

Background Information:

An existing ordinance is in place that defines what other ambulance services can or can't do within the City of Celina. This ordinance change cleans up the language in section 6.05.031 to include a definition that any ambulance other than the City of Celina Fire Department must have authorization to operate within the city limits of Celina.

Alternatives:

None

Financial Considerations:

None

Legal Review:

Supporting Documents:

Staff Recommendation:

Staff Recommends Approval



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Light Farms Eastland Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Light Farms, The Eastland Neighborhood being approximately 47.35 acres situated in the Collin County School Land Survey #14, comprising of 156 residential lots and eight (8) open space lots. The property is generally located north of Frontier Parkway, west of Worthington Way and east of the BNSF Railroad. (Light Farms Eastland) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Light Farms the Eastland Neighborhood and has deemed it acceptable. The plat creates 156 new residential lots.

Board Review/Citizen Input:

At its regularly scheduled March meeting the Planning and Zoning Commission recommended its approval.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends approval on the condition that any outstanding comments are addressed prior to the start of construction.



OWNERS CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

Whereas LFC Land Company LLC is the owner a tract of land in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of Tract B as described in instrument to LFC Land Company, LLC as recorded in Document No. 20120423000464780 of the Land Records of Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the most westerly southwest corner of said LFC Land Company, LLC tract, said point being on the easterly right-of-way line (100' right-of-way) of the Burlington Northern Railroad (formerly Red River Texas & Southern Railway Co.) as recorded in Volume 121, Page 20 (L.R.C.C.T.);

THENCE, along the easterly right-of-way line of said Burlington Northern Railroad, North 11 degrees 20 minutes 28 seconds East, a distance of 2,074.06 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the easterly right-of-way line of said Burlington Northern Railroad, South 78 degrees 23 minutes 14 seconds East, a distance of 199.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 11 degrees 52 minutes 57 seconds, a radius of 350.00 feet, subtended by a 72.46 foot chord which bears South 84 degrees 19 minutes 42 seconds East;

THENCE, along said curve to the left an arc distance of 72.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the right having a central angle of 11 degrees 52 minutes 57 seconds, a radius of 350.00 feet, subtended by a 72.46 foot chord which bears South 84 degrees 19 minutes 42 seconds East;

THENCE, along said curve to the right an arc distance of 72.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 78 degrees 23 minutes 14 seconds East, a distance of 397.12 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 77 degrees 55 minutes 09 seconds, a radius of 565.00 feet, subtended by a 710.51 foot chord which bears South 39 degrees 25 minutes 39 seconds East;

THENCE, along said curve to the right an arc distance of 768.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 28 minutes 05 seconds East, a distance of 700.25 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 07 degrees 05 minutes 54 seconds, a radius of 465.00 feet, subtended by a 57.57 foot chord which bears South 03 degrees 04 minutes 52 seconds West;

THENCE, along said curve to the right an arc distance of 57.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 06 degrees 37 minutes 50 seconds West, a distance of 87.44 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 01 degrees 46 minutes 39 seconds, a radius of 535.00 feet, subtended by a 16.60 foot chord which bears South 05 degrees 44 minutes 30 seconds West;

THENCE, along said curve to the left an arc distance of 16.60 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 25 minutes 53 seconds West, a distance of 23.15 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 40 degrees 25 minutes 53 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 25 minutes 53 seconds West, a distance of 111.24 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 101 degrees 10 minutes 04 seconds, a radius of 50.00 feet, subtended by a 77.26 foot chord which bears North 59 degrees 51 minutes 21 seconds West;

THENCE, along said curve to the left an arc distance of 88.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 83 degrees 22 minutes 15 seconds West, a distance of 285.84 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 106 degrees 00 minutes 10 seconds, a radius of 50.00 feet, subtended by a 79.87 foot chord which bears South 76 degrees 05 minutes 07 seconds West;

THENCE, along said curve to the left an arc distance of 92.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 85 degrees 01 minutes 35 seconds West, a distance of 129.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 69 degrees 19 minutes 28 seconds West, a distance of 112.64 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 40 degrees 06 minutes 37 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the left having a central angle of 187 degrees 26 minutes 37 seconds, a radius of 50.00 feet, subtended by a 99.79 foot chord which bears South 36 degrees 23 minutes 19 seconds West;

THENCE, along said curve to the left an arc distance of 163.58 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the right having a central angle of 26 degrees 28 minutes 58 seconds, a radius of 20.00 feet, subtended by a 9.16 foot chord which bears South 44 degrees 05 minutes 30 seconds East;

THENCE, along said curve to the right an arc distance of 9.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 78 degrees 33 minutes 40 seconds West, a distance of 119.94 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 69 degrees 01 minutes 06 seconds West, a distance of 111.41 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 256 degrees 39 minutes 27 seconds, a radius of 50.00 feet, subtended by a 78.45 foot chord which bears North 66 degrees 16 minutes 59 seconds West;

THENCE, along said curve to the left an arc distance of 223.98 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 14 degrees 36 minutes 43 seconds East, a distance of 128.58 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 14 degrees 18 minutes 37 seconds, a radius of 775.00 feet, subtended by a 193.06 foot chord which bears South 07 degrees 27 minutes 24 seconds East;

THENCE, along said curve to the right an arc distance of 193.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 18 minutes 06 seconds East, a distance of 88.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 41 minutes 54 seconds West, a distance of 118.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 18 minutes 06 seconds West, a distance of 29.85 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 31 minutes 56 seconds West, a distance of 353.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" to the POINT OF BEGINNING and CONTAINING 47.35 Acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS, my hand, this the ____ day of _____, 2016.

By:

Authorized Signature of LFC Land Company, LLC., Owner

Tony Ruggeri, President

STATE OF TEXAS
COUNTY OF DALLAS

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

Given under my hand and seal of office, this ____ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires On: _____

PREPARER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Eric J. Yahoudy, Registered Professional Land Surveyor
Texas Registration No. 4862
HUITT-ZOLLARS, Inc.
Firm Registration No. 10025600

STATE OF TEXAS
COUNTY OF DALLAS

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

Given under my hand and seal of office, this ____ day of _____, 2016.

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

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

Signature of Mayor

Date of approval

ATTEST:

City Secretary

Date

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

CONSTRUCTION PLAT

LIGHT FARMS

THE EASTLAND NEIGHBORHOOD

CONTAINING

156 RESIDENTIAL LOTS, 7 OPEN SPACES

TOTALING 47.35 ACRES

SITUATED IN THE

COLLIN COUNTY SCHOOL LAND SURVEY No. 14, ABST. No. 167

COLLIN COUNTY, TEXAS

APRIL, 2016

DEVELOPER

LFC LAND COMPANY, LLC.

8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

PREPARED BY:

HUITT-ZOLLARS

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

2/2



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Light Farms Sage II Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Light Farms, The Sage Neighborhood, Phase 2 being approximately 31.40 acres situated in the John Ragsdale Survey, Abstract No. 734, comprising of 153 residential lots and ten (10) open space lots. The property is generally located north of Frontier Parkway, east of Worthington Way and west of Preston Road. (Light Farms Sage II) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Light Farms the Sage Neighborhood Phase 2 and has deemed it acceptable. The plat creates 153 new residential lots.

Board Review/Citizen Input:

At its regularly scheduled March meeting the Planning and Zoning Commission recommended its approval.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Construction Plat

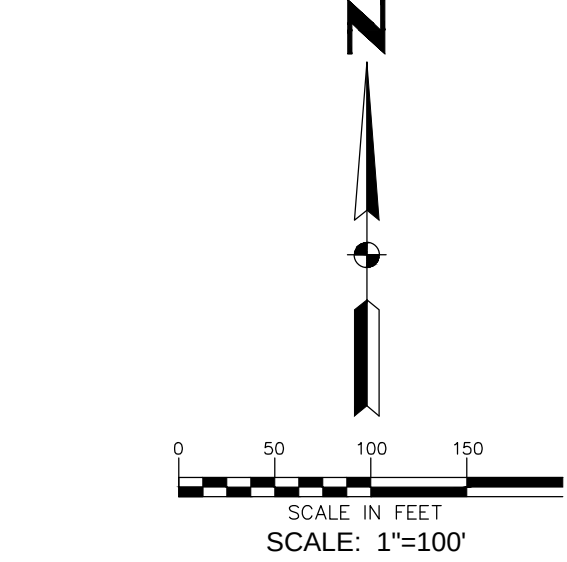
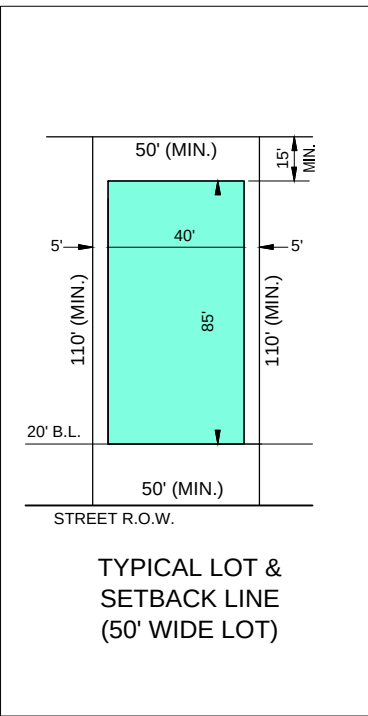
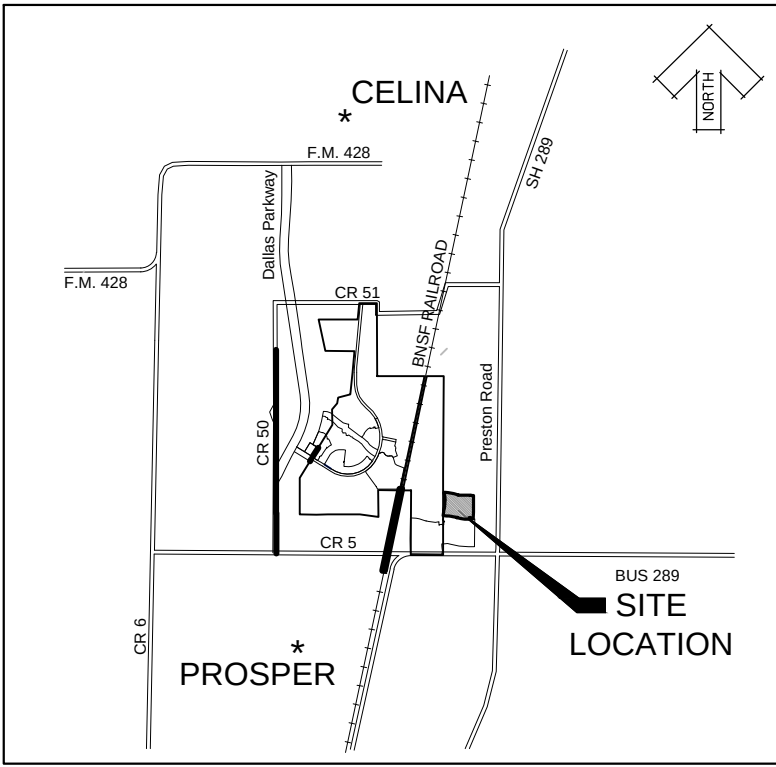
Staff Recommendation:

Staff recommends approval on the condition that any outstanding comments are addressed prior to the start of construction.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	465.00'	70.59'	70.52'	N 12°19'04" E	8°41'52"
C2	535.00'	81.21'	81.14'	N 12°19'04" E	8°41'52"
C3	646.50'	82.24'	82.18'	S 04°19'30" W	7°17'17"
C4	865.00'	201.81'	201.35'	N 06°00'10" E	13°22'02"
C5	800.00'	11.22'	11.22'	N 12°12'50" E	0°48'13"
C6	325.00'	44.94'	44.91'	N 04°27'56" W	7°55'23"
C7	275.00'	38.33'	38.00'	S 04°37'08" E	7°55'23"
C8	500.00'	185.43'	184.37'	S 88°49'02" E	21°14'54"
C9	872.00'	204.83'	204.36'	N 73°49'45" E	13°27'32"
C10	250.00'	84.93'	84.52'	N 76°49'53" W	19°27'50"
C11	250.00'	16.86'	16.85'	N 88°29'42" W	3°51'47"
C12	150.00'	170.69'	161.63'	N 57°49'39" E	65°11'53"
C13	300.00'	129.86'	128.85'	N 77°10'21" E	24°48'07"
C14	300.00'	25.92'	25.92'	N 62°17'45" E	4°57'04"
C15	250.00'	126.88'	125.52'	S 74°21'34" E	29°04'41"
C16	250.00'	2.95'	2.95'	S 89°14'09" E	0°40'31"
C17	150.00'	34.48'	34.40'	N 06°09'28" E	13°10'08"
C18	150.00'	2.76'	2.76'	N 13°16'11" E	1°03'17"
C19	150.00'	58.80'	58.42'	N 02°34'04" E	22°27'30"
C20	300.00'	1.23'	1.23'	S 08°32'39" E	0°14'03"
C21	1400.12'	173.26'	173.15'	N 86°57'32" W	7°05'25"
C22	1400.12'	233.61'	233.34'	S 78°38'02" E	9°33'35"
C23	1200.00'	146.88'	146.78'	S 03°04'48" E	7°00'46"
C24	2255.00'	60.61'	60.61'	S 74°37'26" E	1°32'24"
C25	500.00'	73.57'	73.50'	N 21°37'47" E	8°25'49"
C26	150.00'	59.37'	58.98'	S 14°30'22" W	22°40'40"
C27	500.00'	24.38'	24.38'	N 69°01'04" E	2°47'37"
C28	250.00'	65.66'	65.47'	S 07°02'50" E	15°02'51"
C29	250.00'	5.33'	5.33'	S 00°36'36" E	1°13'15"
C30	250.00'	68.82'	68.60'	S 09°06'23" E	15°46'17"
C31	825.00'	74.59'	74.56'	S 14°24'07" E	5°10'49"
C32	2255.00'	267.76'	267.60'	N 78°47'44" W	6°48'12"
C33	2255.00'	176.72'	176.68'	S 84°26'32" E	4°29'25"
C34	1000.00'	94.80'	94.77'	N 83°58'17" E	5°23'55"
C35	1000.00'	58.66'	58.65'	N 79°34'31" W	3°21'39"
C36	500.00'	36.10'	36.09'	S 79°57'46" E	4°08'10"
C37	500.00'	50.91'	50.88'	S 02°29'25" E	5°50'00"
C38	500.00'	175.76'	174.86'	N 80°21'22" E	20°08'26"
C39	500.00'	54.83'	54.80'	N 67°08'41" E	6°16'57"
C40	200.00'	92.23'	91.42'	S 77°12'54" E	26°25'23"
C41	90.85'	24.17'	24.17'	N 08°58'34" E	18°48'19"
C42	400.00'	57.45'	57.40'	S 03°41'17" E	8°13'45"
C43	800.00'	61.11'	61.09'	S 14°48'14" E	4°22'36"
C44	275.00'	38.27'	38.24'	S 13°00'21" E	7°56'22"
C45	140.50'	30.37'	30.31'	N 85°14'25" W	12°23'09"
C46	159.50'	42.68'	42.56'	N 86°42'49" W	15°19'57"
C47	850.00'	76.85'	76.82'	S 14°24'07" E	5°10'49"
C48	225.00'	24.17'	24.17'	S 13°54'48" E	6°09'26"
C49	159.50'	13.34'	13.34'	N 69°07'27" E	4°47'34"
C50	140.50'	55.95'	55.58'	S 78°08'12" E	22°49'04"
C51	20.00'	11.88'	11.71'	S 73°24'09" E	34°02'52"
C52	50.00'	108.25'	88.31'	N 61°35'51" E	124°02'52"

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 07°58'08" E	79.80'	L75	N 82°01'52" W	37.96'
L2	N 77°18'49" E	40.87'	L76	N 00°25'35" W	15.16'
L3	S 87°22'41" E	150.04'	L77	N 82°01'52" W	40.17'
L4	S 74°15'00" E	90.26'	L78	S 12°41'11" E	90.11'
L5	S 69°52'20" E	111.47'	L79	N 00°25'35" W	156.88'
L6	S 78°11'17" E	50.00'	L80	N 89°34'25" E	12.11'
L7	S 00°38'18" E	16.01'	L81	N 00°25'35" W	172.01'
L8	N 89°34'25" E	115.57'	L82	S 12°41'11" E	74.02'
L9	S 89°29'45" W	121.20'			
L10	N 00°30'15" W	9.58'			
L11	S 61°34'22" W	50.00'			
L12	S 00°30'15" E	32.30'			
L13	S 89°29'45" W	121.80'			
L14	N 87°42'17" W	87.62'			
L15	N 83°33'52" W	99.53'			
L16	N 80°20'39" W	81.57'			
L17	N 77°57'11" W	67.72'			
L18	N 74°53'03" W	99.78'			
L19	N 86°49'58" W	46.78'			
L20	N 03°10'02" E	20.09'			
L21	N 86°49'58" W	50.00'			
L22	N 77°12'02" W	75.14'			
L23	N 79°14'51" W	89.69'			
L24	N 81°51'48" W	59.68'			
L25	N 83°40'32" W	99.58'			
L26	N 86°33'58" W	105.33'			
L27	N 89°27'23" W	107.35'			
L28	N 84°51'18" W	49.01'			
L29	N 25°13'43" W	32.56'			
L30	N 89°29'45" E	105.76'			
L31	N 06°35'11" E	29.18'			
L32	N 00°25'35" W	13.00'			
L33	S 64°00'12" E	74.88'			
L34	S 89°34'25" W	50.78'			
L35	N 07°48'10" E	107.58'			
L36	N 57°09'14" E	14.51'			
L37	S 55°46'50" E	36.51'			
L38	S 38°53'40" E	15.74'			
L39	N 45°25'35" W	14.00'			
L40	S 67°39'08" E	14.13'			
L41	N 41°09'29" E	13.14'			
L42	N 44°34'25" E	15.42'			
L43	N 44°32'06" E	13.99'			
L44	N 39°32'29" W	14.16'			
L45	N 49°54'57" W	15.18'			
L46	N 40°16'22" E	12.91'			
L47	N 17°16'13" E	14.93'			
L48	N 45°25'35" W	14.00'			
L49	N 44°34'25" E	14.00'			
L50	N 45°25'35" W	14.00'			
L51	N 52°09'47" E	14.28'			
L52	N 30°00'07" W	14.23'			
L53	N 44°34'25" E	14.00'			
L54	N 14°37'16" E	53.13'			
L55	N 45°25'35" W	14.09'			
L56	N 63°33'24" E	13.22'			
L57	N 45°25'35" W	14.00'			
L58	N 59°14'39" E	14.23'			
L59	S 96°49'13" E	14.23'			
L60	N 61°30'40" E	16.41'			
L61	S 26°52'35" E	15.26'			
L62	N 53°43'23" E	34.89'			
L63	N 52°25'33" E	14.23'			
L64	N 39°03'51" W	13.83'			
L65	S 44°34'25" W	17.73'			
L66	N 31°59'47" W	13.45'			
L67	N 33°19'09" E	36.75'			
L68	N 39°43'26" W	12.55'			
L69	N 44°34'25" E	14.00'			
L70	N 53°21'34" E	14.81'			
L71	S 36°14'25" W	35.71'			
L72	N 84°16'36" W	157.19'			
L73	N 81°38'39" W	149.62'			
L74	S 73°15'00" E	128.02'			



SCALE: 1"=100'

BASIS OF BEARING: THE BEARINGS SHOWN ARE ON N.A.D. 1983, TIED TO TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL TEXAS ZONE (4202)

LEGEND

- IRF — IRON ROD FOUND
- IRF (#2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUIT-ZOLLARS"
- IRS — 5/8" IRON ROD SET W/ "HUIT-ZOLLARS" CAP
- MIN. F.F. — MINIMUM FINISH FLOOR
- WME — WALL MAINTENANCE EASEMENT
- UE — UTILITY EASEMENT
- B.L. — BUILDING LINE
- DENOTES STREET NAME CHANGE
- L.R.C.C.T. — LAND RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. — PLAT RECORDS, COLLIN COUNTY, TEXAS

NOTES:

- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL COMMON AREA LOTS 1-X, 2-X, 3X, 4X, 5X, 6X, 7X, 8X & 9X IS THE RESPONSIBILITY OF THE H.O.A.
- FOR LOTS 40', 50', OR 60' WIDE WITH J-DRIVE, FRONT YARD SETBACK MAY BE REDUCED BY FIVE (5) FEET.

CONSTRUCTION PLAT
LIGHT FARMS
THE SAGE NEIGHBORHOOD - PHASE 2
CONTAINING
153 RESIDENTIAL LOTS, 9 OPEN SPACE LOTS
TOTALING 31.40 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS
APRIL, 2016
DEVELOPER
LFC LAND COMPANY, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

PREPARED BY:
HUIT-ZOLLARS
HUIT-ZOLLARS, INC.
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LFC LAND COMPANY, LLC is the owner of a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of Tract A and Tract B as described in instrument to LFC Land Company II, LLC and recorded in Document No. 20120423000464780 and 20121113001449460 of the Land Records of Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northwest corner of Light Farms Phase Three, The Cypress and Sage Neighborhoods, an addition to Collin County as recorded in Document No. 2015-150 of the Plat Records, Collin County, Texas;

THENCE, North 07 degrees 58 minutes 08 seconds East, a distance of 197.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the right having a central angle of 08 degrees 41 minutes 52 seconds, a radius of 465.00 feet, a chord bearing of North 12 degrees 19 minutes 04 seconds East, a chord distance of 70.52 feet;

THENCE, along said curve to the right an arc distance of 70.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a reverse curve to the left having a central angle of 08 degrees 41 minutes 52 seconds, a radius of 535.00 feet, a chord bearing of North 12 degrees 19 minutes 04 seconds East, a chord distance of 81.14 feet;

THENCE, along said curve to the left an arc distance of 81.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 07 degrees 58 minutes 08 seconds East, a distance of 79.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 07 degrees 17 minutes 17 seconds, a radius of 646.50 feet, a chord bearing of North 04 degrees 19 minutes 30 seconds East, a chord distance of 82.18 feet;

THENCE, along said curve to the left an arc distance of 82.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 40 minutes 51 seconds East, a distance of 190.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 13 degrees 22 minutes 02 seconds, a radius of 865.00 feet, a chord bearing of North 06 degrees 00 minutes 10 seconds West, a chord distance of 201.35 feet;

THENCE, along said curve to the left an arc distance of 201.81 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 12 degrees 41 minutes 11 seconds West, a distance of 147.77 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 77 degrees 18 minutes 49 seconds East, a distance of 40.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 87 degrees 22 minutes 41 seconds East, a distance of 150.04 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 80 degrees 33 minutes 31 seconds East, a distance of 249.28 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 74 degrees 15 minutes 02 seconds East, a distance of 112.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 69 degrees 55 minutes 20 seconds East, a distance of 111.47 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 00 degrees 48 minutes 13 seconds, a radius of 800.00 feet, a chord bearing of North 12 degrees 12 minutes 50 seconds East, a chord distance of 11.22 feet;

THENCE, along said curve to the left an arc distance of 11.22 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 78 degrees 11 minutes 17 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 34 minutes 25 seconds East, a distance of 510.02 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 38 minutes 18 seconds East, a distance of 16.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 34 minutes 25 seconds East, a distance of 115.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 15 minutes 15 seconds East, a distance of 207.95 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 53 minutes 36 seconds East, a distance of 535.16 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 05 minutes 21 seconds West, a distance of 300.77 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 29 minutes 45 seconds West, a distance of 121.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 30 minutes 15 seconds West, a distance of 9.58 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" and being the beginning of a curve to the left having a central angle of 07 degrees 55 minutes 23 seconds, a radius of 325.00 feet, a chord bearing of North 04 degrees 27 minutes 56 seconds West, a chord distance of 44.91 feet;

THENCE, along said curve to the left an arc distance of 44.94 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 81 degrees 34 minutes 22 seconds West, a distance of 50.00 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 right having a central angle of 07 degrees 55 minutes 23 seconds, a radius of 275.00 feet, a chord bearing of South 04 degrees 27 minutes 56 seconds East, a chord distance of 38.00 feet;

THENCE, along said curve to the right an arc distance of 38.03 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 30 minutes 15 seconds East, a distance of 32.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 29 minutes 45 seconds West, a distance of 121.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 87 degrees 42 minutes 17 seconds West, a distance of 87.62 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 83 degrees 33 minutes 52 seconds West, a distance of 99.53 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 80 degrees 20 minutes 39 seconds West, a distance of 81.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 77 degrees 57 minutes 11 seconds West, a distance of 67.72 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 74 degrees 55 minutes 03 seconds West, a distance of 59.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 49 minutes 58 seconds West, a distance of 46.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 03 degrees 10 minutes 02 seconds East, a distance of 20.09 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 49 minutes 58 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 77 degrees 12 minutes 02 seconds West, a distance of 75.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 79 degrees 14 minutes 51 seconds West, a distance of 89.69 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 81 degrees 31 minutes 49 seconds West, a distance of 59.68 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 83 degrees 40 minutes 32 seconds West, a distance of 99.58 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 33 minutes 58 seconds West, a distance of 105.33 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 27 minutes 23 seconds West, a distance of 107.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 84 degrees 51 minutes 18 seconds West, a distance of 49.01 feet to the POINT OF BEGINNING and CONTAINING 31.40 acres or 1,367,617 square feet of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC Land Company, LLC, Acting herein by and through his(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as THE SAGE NEIGHBORHOOD - PHASE 2, addition within theextra-territorial jurisdiction of the City of Celina, Texas,and does hereby dedicate, in fee simple, tothe public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public useareas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat.No buildings, fences, trees, shrubs or other improvements or growths shall be constructed orplaced upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Celina. In addition,utility easements may also be used for the mutual use and accommodation of all public utilitiesdesiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City ofCelina and public utilities entities shall have the right to remove and keep removed all or parts ofany buildings, fences, trees, shrubs or other improvements or growths which may in any wayendanger or interfere with the construction, maintenance, or efficiency of their respective systemsin said easements. The City of Celina and public utility entities shall at all times have the full rightof ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this the ____ day of _____, 2016.

By:

Authorized Signature of LFC Land Company, LLC., Owner

Tony Ruggeri, President

STATE OF TEXAS
COUNTY OF DALLAS

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

Given under my hand and seal of office, this ____ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires On: _____

PREPARER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Eric J. Yahoudy, Registered Professional Land Surveyor
Texas Registration No. 4862
HUITT-ZOLLARS, Inc.
Firm Registration No. 10025600

STATE OF TEXAS
COUNTY OF DALLAS

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

Given under my hand and seal of office, this ____ day of _____, 2016.

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

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

Signature of Mayor _____ Date of approval _____

ATTEST:

City Secretary _____ Date _____

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

RECOMMENDED BY:	Planning and Zoning Commission City of Celina, Texas
Signature of Chairperson _____	Date of Recommendation _____
APPROVED BY:	City Council City of Celina, Texas
Signature of Mayor _____	Date of Approval _____
ATTEST:	
City Secretary _____	

CONSTRUCTION PLAT
LIGHT FARMS
THE SAGE NEIGHBORHOOD - PHASE 2
CONTAINING
153 RESIDENTIAL LOTS, 9 OPEN SPACE LOTS
TOTALING 31.40 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS
APRIL, 2016
DEVELOPER
LFC LAND COMPANY, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

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1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757

Lot Areas-Block A

Lot	Sq. Feet	Acres
A1	7480	0.1717
A2	5505	0.1264
A3	5500	0.1263
A4	5500	0.1263
A5	5500	0.1263
A6	6762	0.1552
A7	6763	0.1552
A8	5610	0.1288
A9	5614	0.1289
A10	6800	0.1561
A11	5883	0.1350
A12	6076	0.1395
A13	5500	0.1263
A14	5500	0.1263
A15	5500	0.1263
A16	7092	0.1628

Lot Areas-Block B

Lot	Sq. Feet	Acres
B1	7121	0.1635
B2	5593	0.1284
B3	5593	0.1284
B4	5593	0.1284
B5	6475	0.1486
B6	7410	0.1701
B7	5745	0.1319
B8	5692	0.1307
B9	6861	0.1575
B10	6828	0.1568
B11	5500	0.1263
B12	5500	0.1263
B13	5500	0.1263
B14	8764	0.2012

Lot Areas-Block C

Lot	Sq. Feet	Acres
C1	7151	0.1642
C2	6000	0.1377
C3	6000	0.1377
C4	7151	0.1642
C5	7748	0.1779
C6	5500	0.1263
C7	5500	0.1263
C8	5571	0.1279
C9	5500	0.1263
C10	7448	0.1710
C11	7766	0.1783
C12	6005	0.1379
C13	5951	0.1366
C14	6968	0.1600
C15	6768	0.1554
C16	5500	0.1263
C17	5500	0.1263
C18	5500	0.1263
C19	5500	0.1263
C20	6249	0.1435

Lot Areas-Block D

Lot	Sq. Feet	Acres
D1	8605	0.1976
D2	6359	0.1460
D3	6050	0.1389
D4	5500	0.1263
D5	5500	0.1263
D6	5500	0.1263
D7	5500	0.1263
D8	5500	0.1263
D9	5500	0.1263
D10	5993	0.1376
D11	6731	0.1545
D12	5757	0.1322
D13	5834	0.1339
D14	6831	0.1568
D15	5795	0.1330
D16	5500	0.1263
D17	5500	0.1263
D18	5500	0.1263
D19	5500	0.1263
D20	5500	0.1263
D21	6050	0.1389
D22	8057	0.1850
D23	7645	0.1755

Lot Areas-Block E

Lot	Sq. Feet	Acres
E1	6563	0.1507
E2	5926	0.1360
E3	5814	0.1335
E4	5710	0.1311
E5	5662	0.1300
E6	5923	0.1360
E7	5893	0.1353
E8	7284	0.1672
E9	8382	0.1924
E10	5500	0.1263
E11	6043	0.1387
E12	9093	0.2088
E13	6296	0.1445
E14	6313	0.1449
E15	6183	0.1419
E16	5994	0.1376
E17	6067	0.1393
E18	6137	0.1409
E19	5967	0.1370
E20	6409	0.1471

Lot Areas-Block F

Lot	Sq. Feet	Acres
F1	5868	0.1347
F2	5652	0.1297
F3	6087	0.1397
F4	5558	0.1276
F5	5558	0.1276
F6	5558	0.1276
F7	5678	0.1303
F8	5876	0.1349
F9	5793	0.1330
F10	5823	0.1337
F11	6975	0.1601
F61	5778	0.1326
F62	5770	0.1325
F63	7719	0.1772

Lot Areas-Block G

Lot	Sq. Feet	Acres
G1	6759	0.1552
G2	5500	0.1263
G3	5500	0.1263
G4	5500	0.1263
G5	5555	0.1275
G6	6137	0.1409
G7	8026	0.1842
G8	6600	0.1515
G9	5500	0.1263
G10	5500	0.1263

Lot Areas-Block N

Lot	Sq. Feet	Acres
N33	5867	0.1347
N34	6034	0.1385
N35	5740	0.1318
N36	5661	0.1300
N37	5684	0.1305
N38	5706	0.1310
N39	5707	0.1310
N40	6255	0.1436
N41	5665	0.1300
N42	5645	0.1296
N43	5624	0.1291
N44	5604	0.1286
N45	5584	0.1282
N46	5563	0.1277
N47	5543	0.1273
N48	6114	0.1404

Lot Areas-Block P

Lot	Sq. Feet	Acres
P28	7318	0.1680
P29	5704	0.1309
P30	5697	0.1308
P31	5680	0.1304
P32	5684	0.1305
P33	5694	0.1307
P34	5684	0.1305
P35	5584	0.1282
P36	5675	0.1303
P37	6224	0.1429

Lot Areas-Block Q

Lot	Sq. Feet	Acres
Q11	5942	0.1364
Q12	5748	0.1320
Q13	5737	0.1317
Q14	5725	0.1314
Q15	5737	0.1317
Q16	5728	0.1315
Q17	5753	0.1321
Q18	5730	0.1316
Q19	5685	0.1305
Q20	7055	0.1620

Lot Areas-Open Spaces

Lot	Sq. Feet	Acres
X1	8255	0.1895
X2	28090	0.6449
X3	6278	0.1441
X4	35828	0.8225
X5	4940	0.1134
X6	1788	0.0411
X7	4058	0.0932
X8	275	0.0063
X9	2496	0.0573

CONSTRUCTION PLAT
LIGHT FARMS
THE SAGE NEIGHBORHOOD - PHASE 2
CONTAINING
153 RESIDENTIAL LOTS, 9 OPEN SPACE LOTS
TOTALING 31.40 ACRES
SITUATED IN THE
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APRIL, 2016
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HUNT-ZOLLARS
Dallas
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Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 Date: April 12, 2016
 Re: Light Farms Cypress II Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Light Farms, The Cypress Neighborhood, Phase 2 being approximately 37 acres situated in the Collin County School Land Survey #14, comprising of 147 residential lots and Thirteen (13) open space lots. The property is generally located north of Frontier Parkway, west of Worthington Way and east of the BNSF Railroad. (Light Farms Cypress II) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Light Farms the Cypress Neighborhood Phase 2 and has deemed it acceptable. The plat creates 147 new residential lots.

Board Review/Citizen Input:

At its regularly scheduled March meeting the Planning and Zoning Commission recommended its approval.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Construction Plat

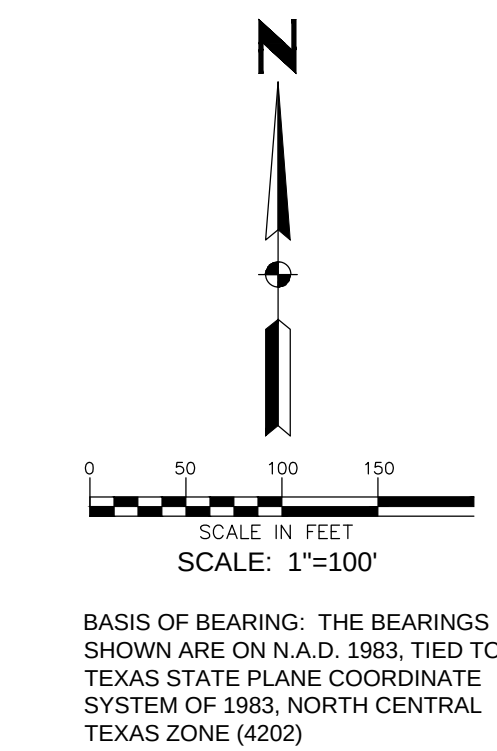
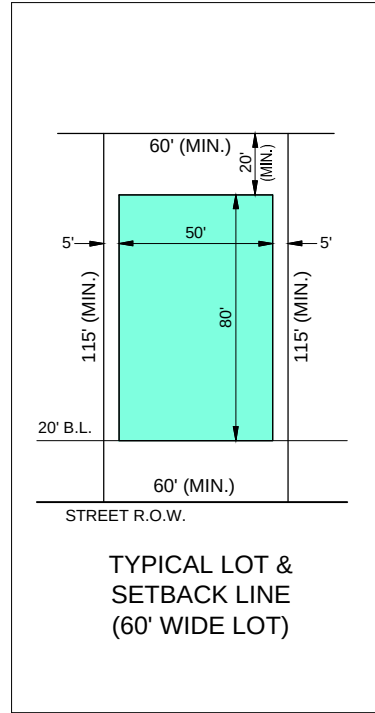
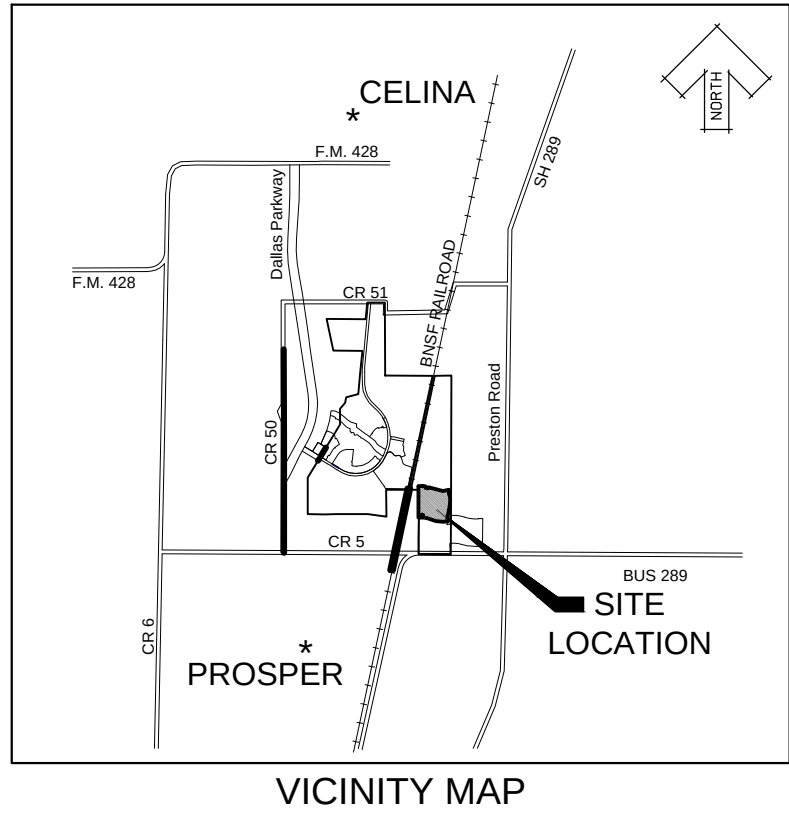
Staff Recommendation:

Staff recommends approval on the condition that any outstanding comments are addressed prior to the start of construction.



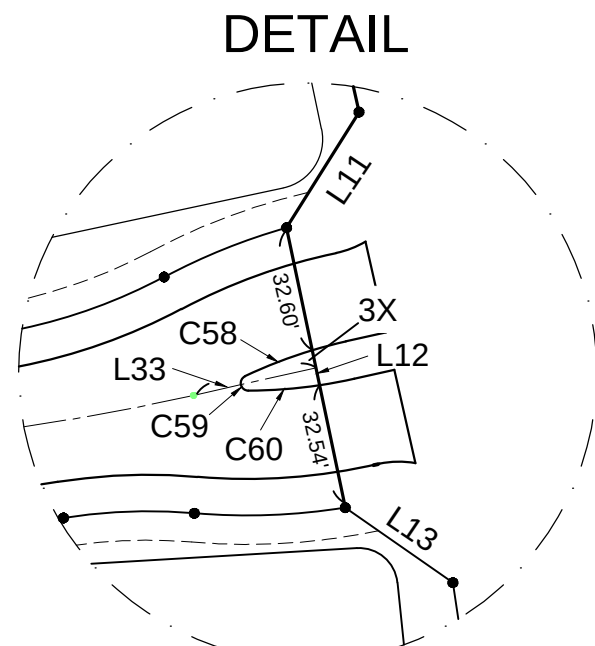
LINE	BEARING	DISTANCE
L1	N 86°54'19" E	122.48'
L2	S 08°45'33" E	18.11'
L3	N 02°08'52" W	59.30'
L4	N 88°13'13" E	118.35'
L5	N 87°32'07" E	50.00'
L6	N 77°56'54" E	106.88'
L7	S 12°03'06" E	2.02'
L8	N 77°56'54" E	132.76'
L9	S 05°01'02" E	59.67'
L10	S 12°41'11" W	47.55'
L11	S 32°03'13" W	35.52'
L12	S 12°49'25" E	74.49'
L13	S 55°08'16" E	34.18'
L14	S 08°15'20" E	48.00'
L15	S 12°04'54" E	73.52'
L16	S 07°58'08" W	79.80'
L17	S 06°56'35" E	22.70'
L18	S 83°03'25" W	38.93'
L19	S 83°57'29" W	148.72'
L20	N 79°02'38" W	54.61'
L21	N 74°44'08" W	50.00'
L22	S 14°41'29" W	5.98'
L23	N 75°01'15" W	41.59'
L24	S 89°41'54" W	59.47'
L25	N 00°18'06" W	11.99'
L26	N 67°20'38" W	50.00'
L27	S 00°18'06" W	11.99'
L28	S 89°41'54" W	125.00'
L29	S 46°16'33" E	51.02'
L30	S 43°43'27" W	8.65'
L31	S 01°52'53" E	25.00'
L32	N 89°41'54" E	28.35'
L33	S 77°18'49" W	32.66'
L34	N 02°22'19" E	27.98'
L35	N 02°22'19" E	82.77'
L36	N 00°18'06" W	95.90'
L37	S 71°31'11" E	26.80'
L38	S 13°22'19" W	25.90'
L39	N 86°06'03" W	70.71'
L40	N 71°31'11" W	119.06'
L41	N 76°58'44" W	21.21'
L42	S 14°41'29" W	9.75'
L43	N 45°14'40" W	14.16'
L44	S 52°23'24" E	18.92'
L45	S 37°14'37" E	15.37'
L46	N 38°55'41" E	18.89'
L47	S 54°04'24" E	14.73'
L48	N 44°45'34" E	14.13'
L49	N 45°18'06" W	14.14'
L50	N 58°28'40" W	14.25'
L51	N 31°19'16" W	13.85'
L52	S 37°07'41" E	15.43'
L53	S 29°23'02" E	50.53'
L54	N 56°06'03" W	55.46'
L55	N 52°52'19" E	19.08'
L56	S 38°27'54" E	15.73'
L57	S 41°26'05" E	15.13'
L58	S 57°03'45" W	14.63'
L59	N 00°18'06" W	49.09'
L60	S 51°32'06" W	18.54'
L61	S 76°37'41" E	69.77'
L62	N 32°03'17" W	14.25'
L63	S 00°35'04" E	5.58'
L64	N 50°06'14" E	19.04'
L65	S 71°31'11" E	26.80'
L66	N 56°22'28" E	14.36'
L67	N 48°00'05" W	17.33'
L68	N 41°43'43" E	13.81'
L69	S 33°56'33" E	14.45'
L70	S 52°32'30" W	35.74'
L71	N 48°02'55" W	14.52'
L72	N 38°49'53" E	14.24'
L73	S 44°41'54" W	14.14'
L74	S 31°50'42" E	14.18'
L75	N 58°07'50" E	14.12'
L76	S 66°08'32" E	60.02'
L77	S 56°12'39" W	13.53'
L78	N 37°36'52" W	35.00'
L79	N 33°29'45" W	14.41'
L80	S 56°35'50" W	13.63'
L81	N 80°17'20" E	20.56'
L82	S 31°52'26" E	14.17'
L83	N 13°01'16" E	50.03'
L84	S 14°41'29" W	15.73'
L85	N 04°47'37" W	17.62'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	825.00'	14.73'	14.73'	S 03°36'22" E	1°01'22"
C2	1275.00'	15.25'	15.25'	N 02°07'20" W	0°41'06"
C3	576.50'	73.33'	73.28'	S 04°19'30" W	7°17'17"
C4	465.00'	70.59'	70.52'	S 12°19'04" W	8°41'52"
C5	535.00'	81.21'	81.14'	S 12°19'04" W	8°41'52"
C6	453.50'	118.03'	117.70'	S 03°30'47" W	14°54'43"
C7	290.00'	26.65'	26.64'	S 04°18'38" E	5°15'54"
C8	225.00'	90.16'	89.55'	N 11°10'39" E	22°57'29"
C9	275.00'	110.19'	109.46'	S 11°10'39" W	22°57'29"
C10	800.00'	53.28'	53.27'	N 02°12'34" W	3°48'57"
C11	175.00'	140.42'	136.68'	N 23°17'19" W	45°58'27"
C12	250.00'	91.93'	91.41'	N 33°11'28" E	21°04'04"
C13	175.00'	77.10'	76.48'	N 58°53'52" W	25°14'38"
C14	1282.00'	147.36'	147.28'	S 74°48'46" E	6°35'10"
C15	1282.00'	308.24'	307.49'	N 84°59'37" W	13°46'33"
C16	800.00'	190.92'	190.47'	N 83°27'54" E	13°40'25"
C17	600.00'	179.13'	178.46'	N 85°10'51" E	17°06'19"
C18	600.00'	93.76'	93.66'	S 81°47'24" E	8°57'11"
C19	1300.00'	109.74'	109.71'	N 00°02'47" W	4°50'12"
C20	1000.00'	46.66'	46.66'	S 01°02'06" E	2°40'25"
C21	150.00'	146.08'	140.38'	S 28°12'04" E	55°47'57"
C22	300.00'	80.73'	80.49'	S 83°48'37" E	15°25'08"
C23	800.00'	76.22'	76.20'	N 74°14'57" W	5°27'33"
C24	54.50'	67.74'	63.47'	S 35°54'38" E	71°13'05"
C25	250.00'	73.44'	73.18'	S 79°56'08" E	16°49'55"
C26	250.00'	60.90'	60.74'	S 06°23'38" W	13°57'22"
C27	600.00'	142.48'	142.14'	S 06°13'06" E	13°36'20"
C28	400.00'	29.51'	29.50'	S 10°54'28" E	4°13'36"
C29	250.00'	25.73'	25.72'	S 11°44'35" W	5°53'49"
C30	200.00'	89.27'	88.53'	S 77°30'52" E	25°34'28"
C31	600.00'	71.13'	71.09'	N 68°07'24" W	6°47'33"
C32	1000.00'	120.49'	120.42'	S 74°58'18" E	6°54'14"
C33	1000.00'	310.71'	309.47'	N 67°19'29" W	17°48'09"
C34	1000.00'	17.39'	17.39'	N 82°57'23" E	0°59'48"
C35	550.00'	148.89'	148.44'	N 89°47'11" E	15°30'40"
C36	13.00'	20.42'	18.38'	S 32°56'54" W	90°00'00"
C37	140.50'	58.08'	57.67'	N 73°43'07" E	23°41'09"
C38	159.50'	34.47'	34.40'	N 68°03'58" E	12°22'51"
C39	30.00'	17.91'	17.65'	N 89°58'16" E	11°23'40"
C40	50.00'	98.87'	83.53'	N 33°39'35" W	113°17'46"
C41	40.00'	49.72'	46.58'	N 35°54'38" W	71°13'05"
C42	29.50'	36.67'	34.35'	N 35°54'38" W	71°13'05"
C43	275.00'	57.89'	57.78'	N 05°26'46" E	12°03'39"
C44	400.00'	131.20'	130.61'	S 03°37'29" E	18°47'33"
C45	250.00'	85.38'	84.96'	N 03°14'16" E	19°34'00"
C46	575.00'	114.35'	114.16'	N 89°58'16" E	11°23'40"
C47	140.50'	34.19'	34.11'	S 87°57'43" E	13°56'39"
C48	159.50'	39.42'	39.32'	S 87°51'14" E	14°09'35"
C49	10.00'	15.29'	13.84'	N 49°33'56" E	87°35'19"
C50	10.00'	13.48'	12.48'	S 51°37'57" E	77°13'22"
C51	50.00'	221.13'	80.18'	N 34°49'04" E	253°23'54"
C52	20.00'	25.62'	23.90'	N 59°10'56" W	73°23'54"
C53	445.00'	32.83'	32.82'	S 10°54'28" E	4°13'36"
C54	205.00'	21.10'	21.09'	N 11°44'35" E	5°53'49"
C55	30.00'	18.85'	18.54'	S 03°12'38" E	36°00'00"
C56	30.00'	18.85'	18.54'	S 03°12'38" E	36°00'00"
C57	775.00'	51.61'	51.61'	N 02°12'34" W	3°48'57"
C58	127.00'	18.88'	18.86'	S 68°59'36" W	8°30'57"
C59	2.00'	5.41'	3.90'	S 12°41'11" E	154°50'38"
C60	127.00'	18.73'	18.72'	N 85°39'56" E	8°27'08"



- LEGEND**
- IRF — IRON ROD FOUND
 - IRF (H2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
 - IRS — 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
 - MIN. F.F. — MINIMUM FINISH FLOOR
 - WME — WALL MAINTENANCE EASEMENT
 - UE — UTILITY EASEMENT
 BL — BUILDING LINE | ◆ — DENOTES STREET NAME CHANGE | — — LAND RECORDS, COLLIN COUNTY, TEXAS | — — PLAT RECORDS, COLLIN COUNTY, TEXAS |

- NOTES:**
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 2. THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL COMMON AREA LOTS 1-X, 2-X, 4X, 5X, 6X, 7X, 8X, 9X, 10X, 11X, 12X and 13X IS THE RESPONSIBILITY OF THE H.O.A.
 3. FOR LOTS 60' WIDE WITH J-DRIVE, FRONT YARD SETBACK MAY BE REDUCED BY FIVE (5) FEET.



CONSTRUCTION PLAT
LIGHT FARMS
THE CYPRESS NEIGHBORHOOD- PHASE 2
CONTAINING
147 RESIDENTIAL LOTS, 13 OPEN SPACES
TOTALING 37.00 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS
APRIL, 2016

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

PREPARED BY:
HUITT-ZOLLARS
HUITT-ZOLLARS, INC.
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LFC LAND COMPANY, LLC is the owner of a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being a portion of "Tract B" as described in instrument to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northwest corner of Light Farms Phase Three, The Cypress and Sage Neighborhoods, an addition to Collin County as recorded in Document No. 2015-150 of the Plat Records, Collin County, Texas;

THENCE, North 00 degrees 18 minutes 06 seconds West, a distance of 1,164.53 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 41 minutes 54 seconds East, a distance of 118.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 18 minutes 06 seconds West, a distance of 88.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 03 degrees 48 minutes 57 seconds, a radius of 775.00 feet, a chord bearing of North 02 degrees 12 minutes 34 seconds West, a chord distance of 51.61 feet;

THENCE, along said curve to the right an arc distance of 51.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 85 degrees 52 minutes 57 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 01 degrees 01 minutes 22 seconds, a radius of 825.00 feet, a chord bearing of South 03 degrees 36 minutes 22 seconds East, a chord distance of 14.73 feet;

THENCE, along said curve to the left an arc distance of 14.73 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 54 minutes 19 seconds East, a distance of 122.48 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 08 degrees 45 minutes 33 seconds East, a distance of 18.11 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 02 degrees 08 minutes 52 seconds East, a distance of 59.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 88 degrees 13 minutes 13 seconds East, a distance of 118.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 41 minutes 06 seconds, a radius of 1275.00 feet, a chord bearing of North 02 degrees 07 minutes 20 seconds West, a chord distance of 15.25 feet;

THENCE, along said curve to the left an arc distance of 15.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 87 degrees 32 minutes 07 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 76 degrees 37 minutes 41 seconds East, a distance of 568.02 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 77 degrees 56 minutes 54 seconds East, a distance of 106.88 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 12 degrees 03 minutes 06 seconds East, a distance of 2.02 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 77 degrees 56 minutes 54 seconds East, a distance of 132.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 05 degrees 01 minutes 02 seconds East, a distance of 59.67 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 12 degrees 41 minutes 11 seconds East, a distance of 57.55 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 33 degrees 44 minutes 02 seconds West, a distance of 21.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 12 degrees 41 minutes 11 seconds East, a distance of 75.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 55 degrees 45 minutes 17 seconds East, a distance of 19.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 08 degrees 15 minutes 20 seconds East, a distance of 58.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 12 degrees 04 minutes 54 seconds East, a distance of 73.52 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 40 minutes 51 seconds West, a distance of 190.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 07 degrees 17 minutes 17 seconds, a radius of 576.50 feet, a chord bearing of South 04 degrees 19 minutes 30 seconds West, a chord distance of 73.28 feet;

THENCE, along said curve to the right an arc distance of 73.33 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 07 degrees 58 minutes 08 seconds West, a distance of 79.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 08 degrees 41 minutes 52 seconds, a radius of 465.00 feet, a chord bearing of South 12 degrees 19 minutes 04 seconds West, a chord distance of 70.52 feet;

THENCE, along said curve to the right an arc distance of 70.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the left having a central angle of 08 degrees 41 minutes 52 seconds, a radius of 535.00 feet, a chord bearing of South 12 degrees 19 minutes 04 seconds West, a chord distance of 81.14 feet;

THENCE, along said curve to the left an arc distance of 81.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 07 degrees 58 minutes 08 seconds West, a distance of 300.08 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 14 degrees 54 minutes 43 seconds, a radius of 453.50 feet, a chord bearing of South 00 degrees 30 minutes 47 seconds West, a chord distance of 117.70 feet;

THENCE, along said curve to the left an arc distance of 118.03 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 06 degrees 56 minutes 35 seconds East, a distance of 22.70 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 05 degrees 15 minutes 54 seconds, a radius of 290.00 feet, a chord bearing of South 04 degrees 18 minutes 38 seconds East, a chord distance of 26.64 feet;

THENCE, along said curve to the right an arc distance of 26.65 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 83 degrees 03 minutes 25 seconds West, a distance of 38.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 83 degrees 57 minutes 29 seconds West, a distance of 148.72 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 84 degrees 18 minutes 59 seconds West, a distance of 280.94 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 79 degrees 02 minutes 39 seconds West, a distance of 54.61 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 74 degrees 44 minutes 08 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 14 degrees 41 minutes 29 seconds West, a distance of 5.98 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 75 degrees 01 minutes 15 seconds West, a distance of 41.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 71 degrees 31 minutes 11 seconds West, a distance of 245.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 78 degrees 33 minutes 40 seconds West, a distance of 141.41 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 41 minutes 54 seconds West, a distance of 59.47 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 18 minutes 06 seconds West, a distance of 11.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 22 degrees 57 minutes 29 seconds, a radius of 225.00 feet, a chord bearing of North 11 degrees 10 minutes 39 seconds East, a chord distance of 89.55 feet;

THENCE, along said curve to the right an arc distance of 90.16 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 67 degrees 20 minutes 36 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a central angle of 22 degrees 57 minutes 29 seconds, a radius of 275.00 feet, a chord bearing of South 11 degrees 10 minutes 39 seconds West, a chord distance of 109.46 feet;

THENCE, along said curve to the left an arc distance of 110.19 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 18 minutes 06 seconds East, a distance of 11.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 41 minutes 54 seconds West, a distance of 125.00 feet to the POINT OF BEGINNING and containing 37.00 Acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC Land Company, LLC, Acting herein by and through his(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as THE CYPRESS NEIGHBORHOOD PHASE 2, addition within the extra-territorial jurisdiction of the City of Celina, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utilities entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this the _____ day of _____, 2016.

By:

Authorized Signature of LFC Land Company, LLC., Owner

Tony Ruggeri, President

STATE OF TEXAS
COUNTY OF DALLAS

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

Given under my hand and seal of office, this _____ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires On: _____

PREPARER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Eric J. Yahoudy, Registered Professional Land Surveyor
Texas Registration No. 4862
HUITT-ZOLLARS, Inc.
Firm Registration No. 10025600

STATE OF TEXAS
COUNTY OF DALLAS

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

Given under my hand and seal of office, this _____ day of _____, 2016.

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

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

Signature of Mayor Date of approval

ATTEST:

City Secretary Date

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

CONSTRUCTION PLAT
LIGHT FARMS
THE CYPRESS NEIGHBORHOOD- PHASE 2

CONTAINING
147 RESIDENTIAL LOTS, 13 OPEN SPACES
TOTALING 37.00 ACRES

SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS
APRIL, 2016

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

PREPARED BY:

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

2/3

Lot Areas-Block A		
Lot	Sq. Feet	Acres
A37	9527	0.2187
A38	8512	0.1954
A39	11098	0.2548
A40	9439	0.2167
A41	7631	0.1752
A42	7096	0.1629
A43	7080	0.1625
A44	7080	0.1625
A45	7080	0.1625
A46	7080	0.1625
A47	7080	0.1625
A48	7080	0.1625
A49	7080	0.1625
A50	7080	0.1625
A51	7080	0.1625
A52	7080	0.1625
A53	7080	0.1625
A54	7080	0.1625
A55	7670	0.1761

Lot Areas-Block B		
Lot	Sq. Feet	Acres
B1	7271	0.1669
B2	7167	0.1645
B3	6902	0.1585
B4	6900	0.1584
B5	6900	0.1584
B6	7069	0.1623
B7	9323	0.2140
B8	11294	0.2593
B9	13455	0.3089
B10	9248	0.2123
B11	7353	0.1688
B12	7551	0.1733
B13	7276	0.1670
B14	7020	0.1612
B15	14541	0.3338
B16	14541	0.3338

Lot Areas-Block C		
Lot	Sq. Feet	Acres
C1	8514	0.1955
C2	7097	0.1629
C3	7129	0.1636
C4	7624	0.1750
C5	7050	0.1619
C6	7401	0.1699
C7	8462	0.1943
C8	8132	0.1867
C9	11214	0.2574
C10	7564	0.1736
C11	7320	0.1680
C12	7320	0.1680
C13	7320	0.1680
C14	7320	0.1680
C15	7320	0.1680
C16	7320	0.1680
C17	7828	0.1797
C18	8014	0.1840
C19	6907	0.1586
C20	6900	0.1584
C21	6900	0.1584
C22	7091	0.1628
C23	8745	0.2008
C24	14025	0.3220
C25	7271	0.1669
C26	7290	0.1674
C27	7730	0.1775
C28	6943	0.1594
C29	6943	0.1594
C30	7998	0.1836

Lot Areas-Block D		
Lot	Sq. Feet	Acres
D1	8896	0.2042
D2	7080	0.1625
D3	7990	0.1834
D4	8520	0.1956
D5	10049	0.2307
D6	8434	0.1936
D7	7080	0.1625
D8	8237	0.1891
D9	9292	0.2133
D10	10514	0.2414
D11	9637	0.2212
D12	10924	0.2508

Lot Areas-Block E		
Lot	Sq. Feet	Acres
E1	9316	0.2139
E2	7170	0.1646
E3	7170	0.1646
E4	7170	0.1646
E5	7623	0.1750
E6	7636	0.1753
E7	7242	0.1663
E8	6960	0.1598
E9	6960	0.1598
E10	7408	0.1701
E11	7093	0.1628
E12	7420	0.1703
E13	7747	0.1778
E14	8000	0.1837
E15	8899	0.2043
E16	7256	0.1666
E17	7140	0.1639
E18	7140	0.1639
E19	7468	0.1714
E20	10137	0.2327

Lot Areas-Block F		
Lot	Sq. Feet	Acres
F1	8009	0.1839
F2	6930	0.1591
F3	6930	0.1591
F4	6930	0.1591
F5	7214	0.1656
F6	7537	0.1730
F7	7501	0.1722
F8	6990	0.1605
F9	6990	0.1605
F10	7142	0.1640

Lot Areas-Block G		
Lot	Sq. Feet	Acres
G8	12343	0.2834
G9	7864	0.1805
G10	7157	0.1643
G11	6960	0.1598
G12	6960	0.1598
G13	6965	0.1599
G14	9157	0.2102

Lot Areas-Block H		
Lot	Sq. Feet	Acres
H9	8515	0.1955
H10	7178	0.1648
H11	7211	0.1655
H12	7431	0.1706
H13	7801	0.1791
H14	11037	0.2534
H15	9017	0.2070
H16	7006	0.1608
H17	6948	0.1595
H18	7255	0.1666
H19	7251	0.1665
H20	7243	0.1663
H21	8566	0.1966
H22	8612	0.1977
H23	7238	0.1662
H24	7191	0.1651
H25	7336	0.1684
H26	7055	0.1620
H27	7501	0.1722
H28	7935	0.1822

Lot Areas-Block j		
Lot	Sq. Feet	Acres
J1	6594	0.1514
J2	6930	0.1591

Lot Areas-Block K		
Lot	Sq. Feet	Acres
K1	9822	0.2255
K2	7294	0.1674
K3	6960	0.1598
K4	6960	0.1598
K5	6960	0.1598
K6	6960	0.1598
K7	6960	0.1598
K8	6960	0.1598
K9	9826	0.2256

Lot Areas-Block L		
Lot	Sq. Feet	Acres
L1	8547	0.1962
L2	7724	0.1773
L13	8711	0.2000

Lot Areas-Open Spaces		
Lot	Sq. Feet	Acres
X1	12692	0.2914
X2	19250	0.4419
X3	136	0.0031
X4	3168	0.0727
X5	5386	0.1236
X6	7289	0.1673
X7	5713	0.1311
X8	4621	0.1061
X9	4779	0.1097
X10	3572	0.0820
X11	3412	0.0783
X12	2220	0.0510
X13	2347	0.0539

CONSTRUCTION PLAT
LIGHT FARMS
THE CYPRESS NEIGHBORHOOD- PHASE 2
CONTAINING
147 RESIDENTIAL LOTS, 13 OPEN SPACES
TOTALING 37.00 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS
APRIL, 2016
DEVELOPER
LFC LAND COMPANY, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411
PREPARED BY:
HUNT-ZOLLARS
Dallas
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Hillside Village Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon a rezoning request for an approximately 71.289 acre tract of land from an SF-R Single Family Residential zoning district to a PD-Planned Development zoning district with base zoning designation of SF-R Single Family Residential. The property is situated in Tract 23 of the Collin County School Lane Survey #14, Abstract No. 167 and generally located east of SH 289 (Preston Road), north of CR 89 and south of Sunset Boulevard. (Hillside Village)(Liebman)

Background Information:

At the Planning and Zoning Commission meeting in June 2013 the Commission approved a rezoning request for the property from C-1, Retail District to SF-R, Single-Family Residential District. The request was approved by the City Council at their July 2013 meeting.

The applicant is now requesting a Planned Development using the SF-R, Single-Family Residential District as the base district. The PD is being requested to accommodate a variety of lot sizes to better handle current market demands. The PD regulations require that at least half of the homes be at least 60 feet in width, and no lot may be less than 50 feet in width.

The current base standards require a thirty (30) foot garage setback and ten (10) foot side yards, both of which are atypical of suburban developments.

Staff is proposing changes to the proposed regulations which bring them in line with other Planned Developments that have been approved by the City in the past. For example staff is requesting that all front entry garages be flush with the front façade of the building rather than at the setback line, additionally staff is requesting that any detention areas being counted toward open space be amenitized on at least three (3) sides by sidewalks, benches, picnic tables, etc.

Board Review/Citizen Input:

At its regularly scheduled March meeting the Planning and Zoning Commission recommended its approval of the item.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and found its form to be acceptable.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends that the item be approved as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2016-____
KEERAN TRACT - PD-67

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 31.894 ACRE TRACT OF LAND SITED IN COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS; AS DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NUMBER 67; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described and depicted in detail in Exhibit "A" attached hereto and incorporated herein; 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 the zoning classification is hereby established as “PD” Planned Development District, #67 on a certain tract of land described and depicted in in Exhibit “A”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described and depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #67.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “B”; and the development standards set forth in Exhibit “C” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6

COMPLIANCE REQUIRED

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

SECTION 7

PENALTY

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

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

SECTION 8

CUMULATIVE REPEALER CLAUSE

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

SECTION 9

SAVINGS CLAUSE

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

SECTION 10

SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of April, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

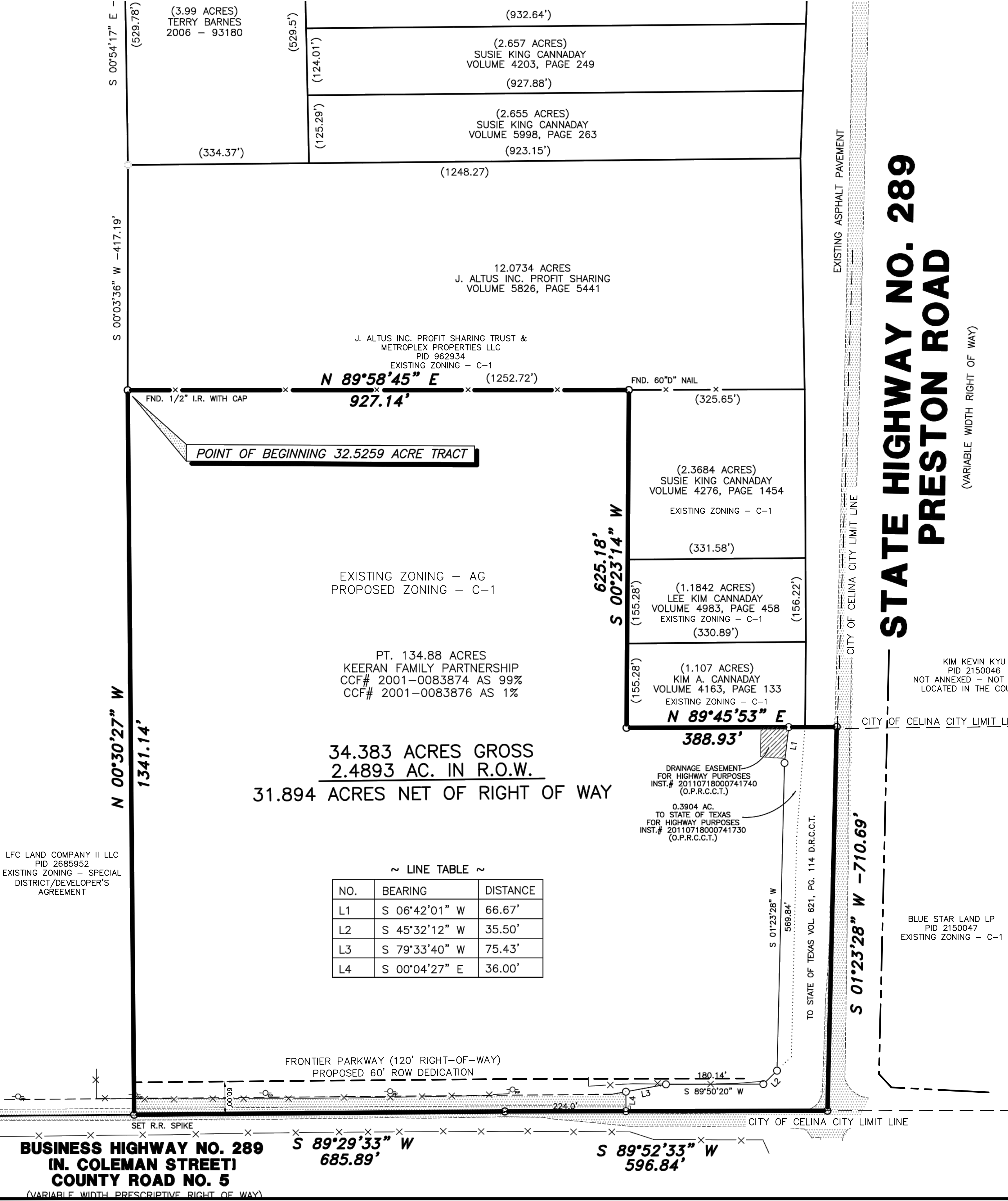
[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

CAD FILE: C:\TDS-Projects\Dropbox\TDS\12051-cnd-cel\dwg\12051_Zoning.dwg PLOT DATE/TIME: 4/16/2015 - 3:10pm

LFC LAND COMPANY II LLC
PID 2685952
EXISTING ZONING - SPECIAL
DISTRICT/DEVELOPER'S
AGREEMENT



EXISTING ASPHALT PAVEMENT

CITY OF CELINA CITY LIMIT LINE

CITY OF CELINA CITY LIMIT LINE

TO STATE OF TEXAS VOL. 821, PG. 114 D.R.C.C.T.

CITY OF CELINA CITY LIMIT LINE

STATE HIGHWAY NO. 289 PRESTON ROAD

(VARIABLE WIDTH RIGHT OF WAY)

ZONING DATA

34.38 AC. = GROSS ACREAGE

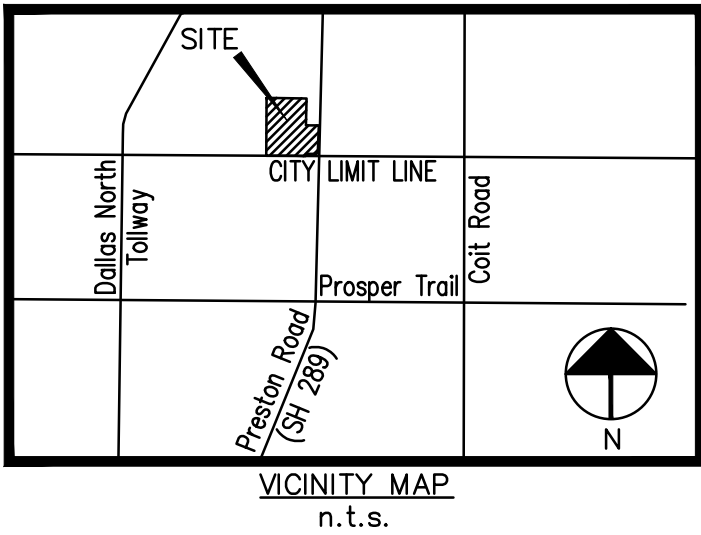
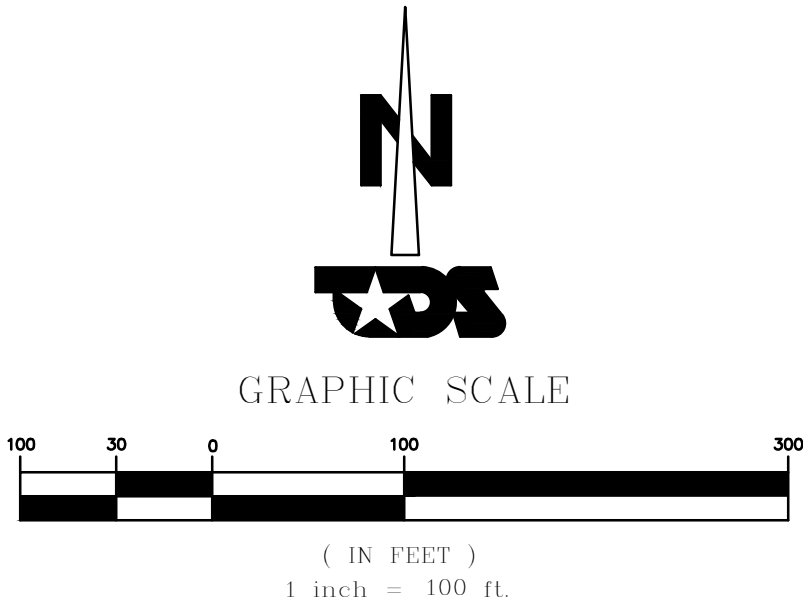
28.48 AC. = C-1 ACREAGE

5.9 AC. = EXISTING AND PROPOSED ROW DEDICATION

NOTES

THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

THE SUBJECT TRACT DOES NOT CONTAIN FEMA 1% ANNUAL CHANCE FLOODPLAIN.



ZONING DESCRIPTION

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS, OUT OF THE COLLIN COUNTY SCHOOL LAND NO. 14 SURVEY, ABSTRACT 167, AND BEING A PART OF THE 134.88 ACRES OF LAND DESCRIBED IN DEEDS TO KEERAN FAMILY PARTNERSHIP, LTD., AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2001-0083874 AND 2001-0083876 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, AND INCLUDING PROPERTY IN THE ADJOINING RIGHT OF WAYS OF NORTH COLEMAN STREET AND STATE HIGHWAY NO. 289 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 134.88 ACRE TRACT, SAID POINT ALSO BEING IN THE EAST LINE OF A OF A 209.022 ACRE TRACT OF LAND CONVEYED TO LFC LAND COMPANY AS RECORDED IN COUNTY CLERK'S FILE NO. 2012-042300044780 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO OWNSBY FARMS, LTD., AS RECORDED IN VOLUME 4332, PAGE 1047, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89° 35' 26" EAST (BASIS OF BEARINGS PER NORTH CENTRAL TEXAS ZONE 4203 STATE PLANE COORDINATES) AND FOLLOWING ALONG THE NORTH LINE OF SAID 134.88 ACRE TRACT AND THE SOUTH LINE OF SAID OWNSBY FARMS LTD. TRACT FOR A DISTANCE OF 1334.62 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 134.88 ACRE TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A CALLED 15.211 ACRE TRACT OF LAND CONVEYED TO J. ALTUS INC. PROFIT SHARING TRUST & METROPLEX PROPERTIES LLC & DALL DEVELOPMENTS, INC AS RECORDED IN VOLUME 5870 AT PAGE 5025 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00° 15' 00" EAST AND FOLLOWING ALONG THE EAST LINE OF SAID 134.88 ACRE TRACT, AND THE WEST LINE OF SAID 15.211 ACRE J. ALTUS TRACT AND ALSO ALONG THE WEST LINE OF A 15.28 ACRE TRACT OF LAND CONVEYED TO JOHN FEIZY BY DEED AND RECORDED IN COUNTY CLERK'S FILE NO. 93-0056727, FOR A DISTANCE OF 1045.61 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 15.28 ACRE JOHN FEIZY TRACT AND THE NORTHWEST CORNER OF A 3.99 ACRE TRACT OF LAND CONVEYED TO TERRY BARNES BY DEED AS RECORDED IN VOLUME 2006, PAGE 93180, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00° 54' 17" EAST AND CONTINUING ALONG THE EAST LINE OF THE KEERAN FAMILY 134.88 ACRE TRACT AND THE WEST LINE OF SAID 3.99 ACRE TERRY BARNES TRACT, FOR A DISTANCE OF 527.61 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 3.99 ACRE TERRY BARNES TRACT, SAME BEING THE NORTHWEST CORNER OF 12.0734 ACRE TRACT OF LAND CONVEYED TO J. ALTUS INC. PROFIT SHARING BY DEED AND RECORDED IN VOLUME 5826 AT PAGE 5441 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 00° 03' 36" WEST AND FOLLOWING ALONG THE WEST LINE OF SAID 12.0734 ACRE J. ALTUS INC. PROFIT SHARING TRACT, FOR A DISTANCE OF 417.19 FEET TO A 1/2" IRON ROD FOUND FOR THE POINT OF BEGINNING FOR THIS DESCRIPTION AND BEING THE SOUTHWEST CORNER OF SAID 12.0734 ACRE J. ALTUS INC. PROFIT SHARING TRACT;

THENCE NORTH 89° 58' 45" EAST AND FOLLOWING ALONG THE COMMON LINE OF SAID 134.88 ACRE TRACT AND THE 12.0734 ACRE TRACT FOR A DISTANCE OF 927.14 FEET TO A 60 "D" NAIL FOUND FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO SUSIE KING CANNADAY BY DEED RECORDED IN VOLUME 4276 AT PAGE 1454 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00° 23' 14" WEST (SOUTH 00°46'39" WEST PER DEED) AND FOLLOWING ALONG AN EAST LINE OF SAID 134.88 ACRE TRACT FOR A DISTANCE OF 625.18 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF A 1.107 ACRE TRACT OF LAND CONVEYED TO KIM A. CANNADY BY DEED RECORDED IN VOLUME 4163 AT PAGE 133 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 89° 45' 53" EAST AND FOLLOWING ALONG THE COMMON LINE OF SAID 134.88 ACRE TRACT AND THE 1.107 ACRE TRACT AND PASSING AT A DISTANCE OF 300.06 FEET A POINT IN THE WEST RIGHT OF WAY LINE OF PRESTON ROAD (STATE HIGHWAY NO. 289) AS ESTABLISHED BY RIGHT OF WAY DEED OF A 0.3904 ACRE TRACT TO THE STATE OF TEXAS RECORDED UNDER COUNTY CLERK'S FILE NO. 20110718000741730 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS AND CONTINUING IN ALL FOR A DISTANCE OF 388.93 FEET TO A POINT FOR CORNER IN THE CENTER OF PRESTON ROAD (STATE HIGHWAY NO. 289);

THENCE SOUTH 01° 23' 28" WEST AND FOLLOWING ALONG THE CENTER OF PRESTON ROAD (STATE HIGHWAY NO. 289) FOR A DISTANCE OF 710.69 FEET TO A POINT FOR CORNER

THENCE SOUTH 89° 52' 33" WEST AND FOLLOWING ALONG THE CENTER OF BUSINESS HIGHWAY NO. 289 (NORTH COLEMAN STREET) AND THE SOUTH LINE OF SAID 134.88 ACRE TRACT, FOR A DISTANCE OF 596.84 FEET TO A RAILROAD SPIKE SET IN ASPHALT FOR CORNER;

THENCE SOUTH 89° 29' 33" WEST AND CONTINUING ALONG THE CENTER LINE OF SAID BUSINESS HIGHWAY NO. 289 AND THE SOUTH LINE OF SAID 134.88 ACRE TRACT FOR A DISTANCE OF 685.89 FEET TO A RAILROAD SPIKE SET IN ASPHALT FOR CORNER;

THENCE NORTH 00° 30' 27" WEST AND DEPARTING THE SOUTH LINE OF SAID 134.88 ACRE TRACT AND CROSSING SAME FOR A DISTANCE OF 1341.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.383 ACRES OF LAND, MORE OR LESS OF WHICH 2.4893 ACRES OF LAND LIES WITHIN ROADWAYS, LEAVING 31.894 ACRES OF LAND NET OF RIGHT OF WAY, MORE OR LESS.



David Petree

DAVID PETREE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1890

Property ID	Name	Legal Description	Mailing Address	City	State	Zip
2685952	LFC Land Company II LLC	Abs A0167 Collin County School Land #14 Survey, Sheet 4, Tract 51, 101.9292	8401 N Central Expy Ste 350	Dallas	TX	75225
962934	J Altus Inc Profit Sharing Trust & Metroplex Properties LLC	Abs A0167 Collin County School Land #14 Survey, Blk 4, Tract 55, 15.211 Acres	8095 County Road 135	Celina	TX	75009
2073131	Suzanne Cannaday King	Abs A0167 Collin County School Land #14 Survey, Blk 4, Tract 90, 2.3684 Acres	Po Box 1300	Frisco	TX	75034
962998	Kim Cannaday Lee	Abs A0167 Collin County School Land #14 Survey, Blk 4, Tract 57, 1.165 Acres	8440 Stone River Dr	Frisco	TX	75034
2073130	Kim A Cannaday	Abs A0167 Collin County School Land #14 Survey, Blk 4, Tract 89, 1.107 Acres	775 Black Forest Ct	Southlake	TX	76092
2150046	Kevin Kyu Kim	Abs A1030 Jonathan Westover Survey, Blk 1, Tract 12, 19.9961 Acres	3148 Brookhollow Dr	Dallas	TX	75234
2150047	Blue Star Land Lp	Abs A1030 Jonathan Westover Survey, Blk 1, Tract 31, 14.9684 Acres	1 Cowboys Pkwy	Irving	TX	75063

SURVEYOR

Blue Sky Surveying
& Mapping, Corporation
11015 Midway Road
Dallas, Texas 75229

Property Owner

Keeran Family Partnership
P.O. Box
Frisco, Texas 75013

ZONING EXHIBIT B

31.894 ACRES
CITY of CELINA
COLLIN COUNTY, TEXAS

ZONING EXHIBIT
31.894 ACRES
COLLIN COUNTY SCHOOL LAND NO.14 SURVEY
ABSTRACT NO. 167
CITY of CELINA
COLLIN COUNTY, TEXAS

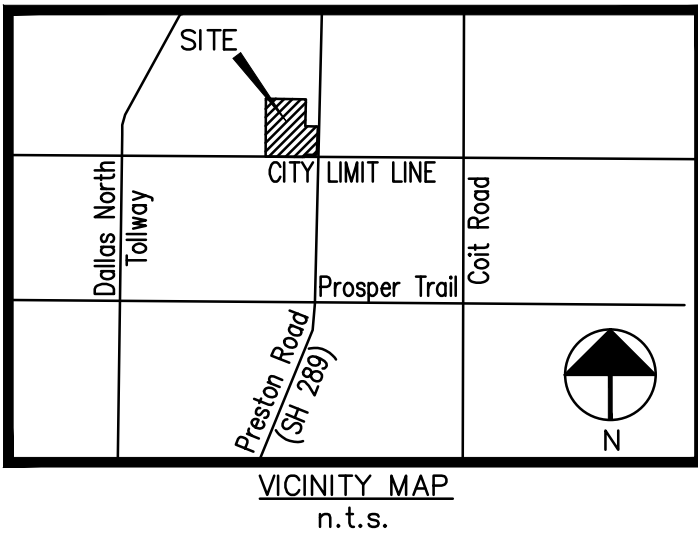
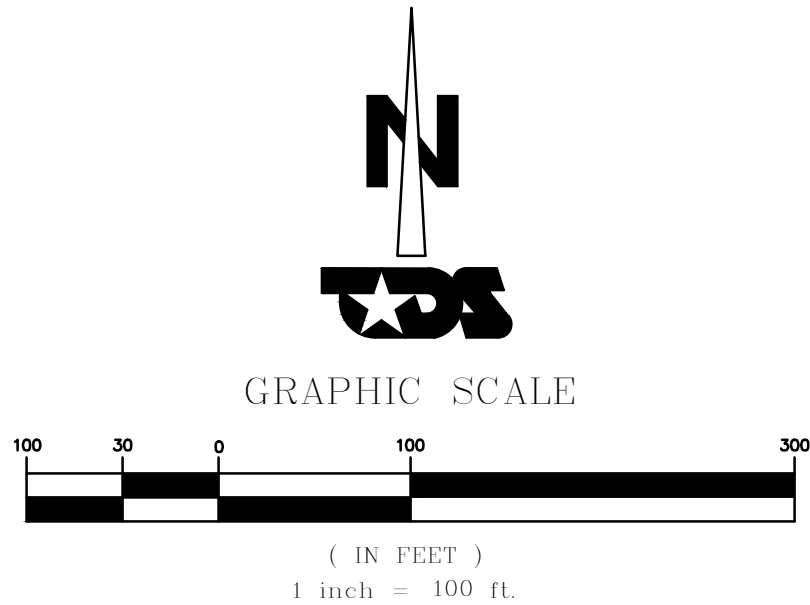
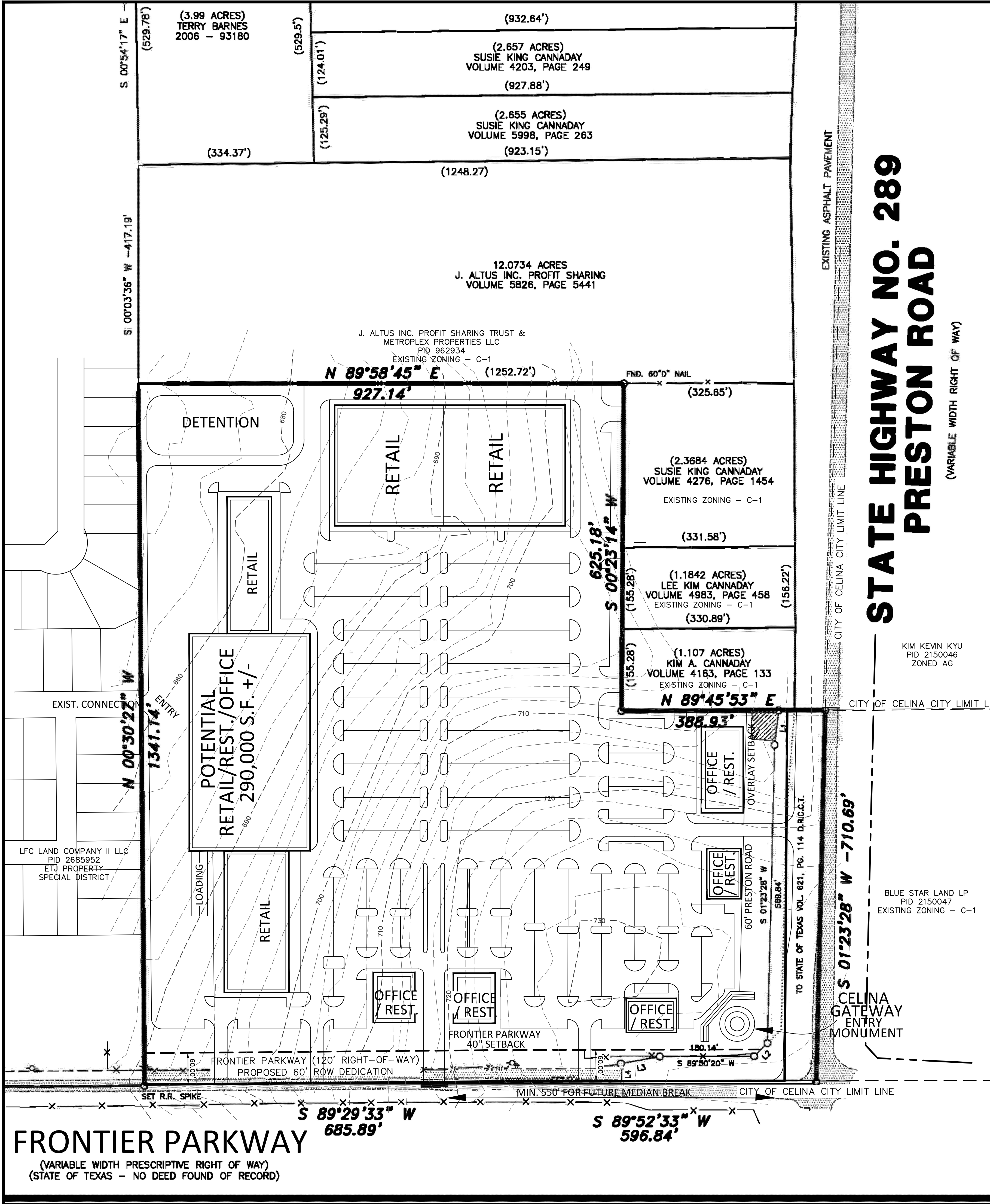
KEERAN FAMILY PARTNERSHIP
NW CORNER PRESTON ROAD AND
FRONTIER PARKWAY
ZONING CASE: XX-XXXX

April 16, 2015



TEXAS DEVELOPMENT SERVICES
906 W. McDERMOTT DRIVE
SUITE 196-296
ALLEN, TX 75013
469-853-6538
TX FRIM NO. 12790
TDS PROJECT NO. 13041

Z-01



ZONING DATA
34.38 AC. = GROSS ACREAGE
31.894 AC. = ROW ACREAGE
2.489 AC. = EXISTING AND PROPOSED ROW DEDICATION

- NOTES**
1. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
 2. THE SUBJECT TRACT DOES NOT CONTAIN FEMA 1% ANNUAL CHANCE FLOODPLAIN.
 3. PHASES WILL BE IDENTIFIED AT TIME OF GENERAL DEVELOPMENT PLAN.

KEERAN FAMILY PARTNERSHIP
NW CORNER PRESTON ROAD AND
FRONTIER PARKWAY
ZONING CASE: XX-XXXX

ZONING EXHIBIT B
31.894 ACRES
COLLIN COUNTY SCHOOL LAND NO.14 SURVEY
ABSTRACT NO. 167
CITY of CELINA
COLLIN COUNTY, TEXAS



TEXAS DEVELOPMENT SERVICES
906 W. McDERMOTT DRIVE
SUITE 196-296
ALLEN, TX 75013
469-853-6538
TX FRIM NO. 12790
TDS PROJECT NO. 13041

PD- Regulations

List of requested deviations from RO base zoning district.

1. There shall be no maximum lot size
2. Maximum Building Height shall be fifty (50) feet.
3. Building size for structures: A single building footprint area shall not exceed 225,000 square feet in size.
4. Minimum open space requirement will be 15% of the total net lot area after right of way dedications. Open space is defined as all required and voluntary, planters not located in parking areas and 50% of areas set aside for detention requirements. Because of the physical constraints for the location of the required detention, amenities will include sidewalk on two sides with at least one picnic bench. There also will be three inch trees (3") trees planted thirty feet o.c. (on center) (30') around the perimeter of the detention area.

(b) Permitted (P) or conditional (C) uses:

Armed services recruiting center	P
General retail store	P
Artist studio	P
Kiosk (providing a service, must have main use)	C
Auto laundry or carwash	C
Laundry/dry cleaning (drop off/pick up)	P
Auto supply store for new & rebuilt parts	P
Motorcycle sales and repair	C
Bakery or confectionery (retail)	P
Nursing/convalescent home	C
Bank/credit unions	P
Offices (professional and general business)	P
Child day care (business)	P
Parking lot structure, commercial (auto)	P
Church/place of worship	P

Personal services shop	P
Concrete or asphalt batching plant (temporary)	C
Pet and animal grooming shop (no outdoor enclosures/runs)	P
Convenience store (with beer and wine sales)	C
Recycling kiosk	P
Convenience store (with or without gas sales)	P
Restaurant (with drive-through service)	C
Farmers market (public)	C
Restaurant (with no drive-through service)	P
Food or grocery store	P
Retirement home/home for the aged	P
Garden Shop (inside storage)	P
Theater or playhouse (indoor)	P
Funeral home (no crematorium)	C
Veterinarian (indoor kennels)	P



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Keeran Tract Zoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon a rezoning request for an approximately 31.894 acre tract of land from an AG-Agricultural zoning district to a PD-Planned Development zoning district with base zoning designation of MU-2-Regional Mixed Use. The property is situated in Tract 56 of the Collin County School Lane Survey #14, Abstract No. 167 and generally located at the northwest corner of SH 289 (Preston Road) and Frontier Parkway. (Keeran Tract) (Liebman)

Background Information:

The applicant is requesting a zoning change from the City's holding district of AG, Agricultural to RO, Retail Office.

The Planned Development regulations remove the lot size limitation of five (5) acres from the Retail Office District regulations to facilitate the development of a retail center with a big box anchor and pad sites adjacent to the thoroughfares.

The proposed regulations also provide for a 225,000 square foot limitation on the size of a building on the property, it is anticipated that this location will have a "big box" anchor such as a grocery store, or some other form of large general retail store.

Board Review/Citizen Input:

At its regularly scheduled March meeting the Planning and Zoning Commission recommended its approval of the item.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and found its form to be acceptable.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends that the item be approved on the condition that the applicant revises the exhibit letters.

CITY OF CELINA, TEXAS

ORDINANCE 2016-____
KEERAN TRACT - PD-67

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 31.894 ACRE TRACT OF LAND SITED IN COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS; AS DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NUMBER 67; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described and depicted in detail in Exhibit "A" attached hereto and incorporated herein; 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 the zoning classification is hereby established as “PD” Planned Development District, #67 on a certain tract of land described and depicted in in Exhibit “A”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described and depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #67.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “B”; and the development standards set forth in Exhibit “C” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6

COMPLIANCE REQUIRED

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

SECTION 7

PENALTY

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

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

SECTION 8

CUMULATIVE REPEALER CLAUSE

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

SECTION 9

SAVINGS CLAUSE

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

SECTION 10

SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of April, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

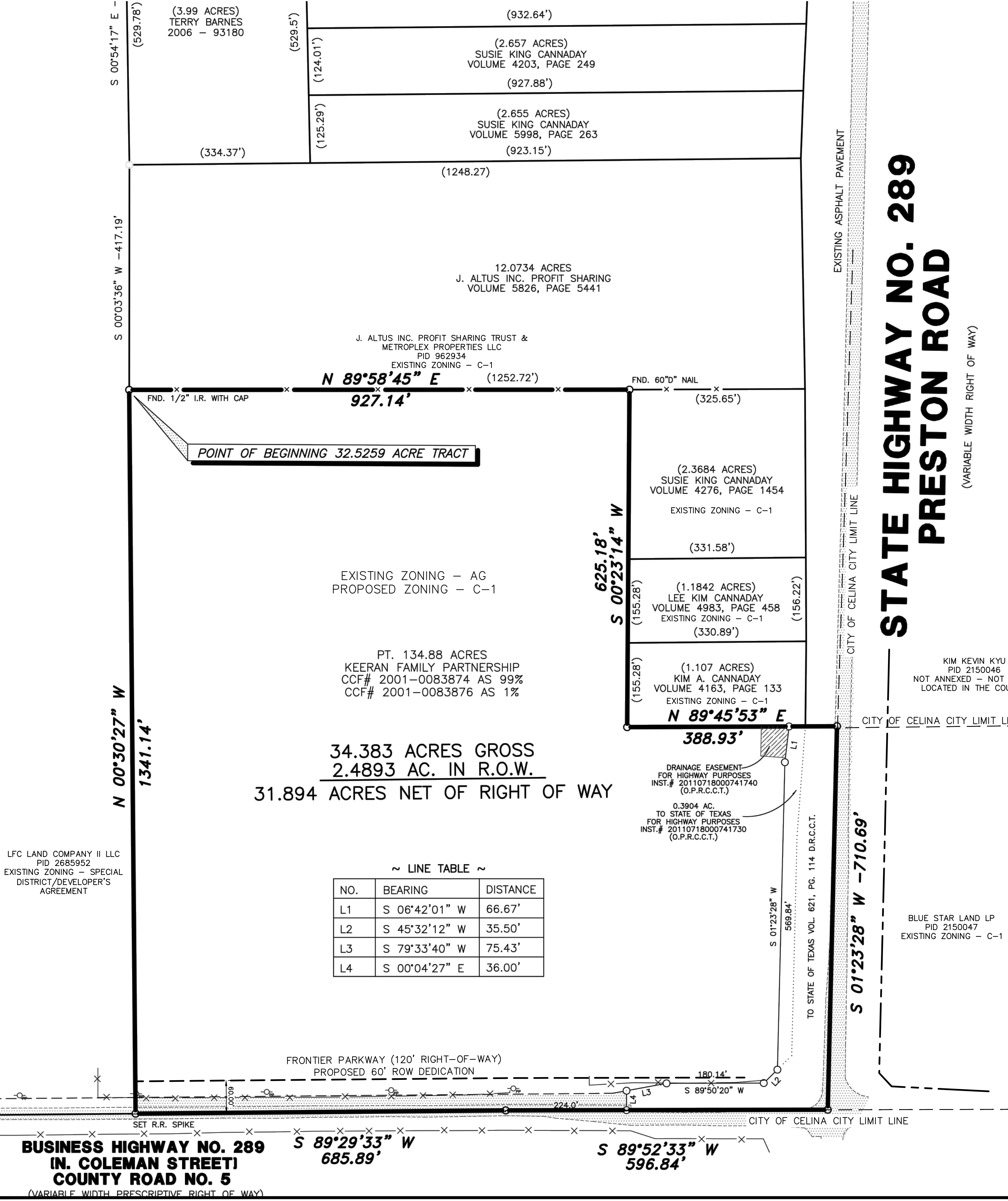
Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

CAD FILE: C:\TDS-Projects\Dropbox\TDS\12051-cnd-cel\dwg\12051_Zoning.dwg PLOT DATE/TIME: 4/16/2015 - 3:10pm



ZONING DATA
34.38 AC. = GROSS ACREAGE
28.48 AC. = C-1 ACREAGE
5.9 AC. = EXISTING AND PROPOSED ROW DEDICATION

NOTES:
THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

THE SUBJECT TRACT DOES NOT CONTAIN FEMA 1% ANNUAL CHANCE FLOODPLAIN.

ZONING DESCRIPTION

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS, OUT OF THE COLLIN COUNTY SCHOOL LAND NO. 14 SURVEY, ABSTRACT 167, AND BEING A PART OF THE 134.88 ACRES OF LAND DESCRIBED IN DEEDS TO KEERAN FAMILY PARTNERSHIP, LTD., AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2001-0083874 AND 2001-0083876 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, AND INCLUDING PROPERTY IN THE ADJOINING RIGHT OF WAYS OF NORTH COLEMAN STREET AND STATE HIGHWAY NO. 289 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 134.88 ACRE TRACT, SAID POINT ALSO BEING IN THE EAST LINE OF A OF A 209.022 ACRE TRACT OF LAND CONVEYED TO LFC LAND COMPANY AS RECORDED IN COUNTY CLERK'S FILE NO. 2012-042300044780 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO OWNSBY FARMS, LTD., AS RECORDED IN VOLUME 4332, PAGE 1047, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89° 35' 26" EAST (BASIS OF BEARINGS PER NORTH CENTRAL TEXAS ZONE 4203 STATE PLANE COORDINATES) AND FOLLOWING ALONG THE NORTH LINE OF SAID 134.88 ACRE TRACT AND THE SOUTH LINE OF SAID OWNSBY FARMS LTD. TRACT FOR A DISTANCE OF 1334.62 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 134.88 ACRE TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A CALLED 15.211 ACRE TRACT OF LAND CONVEYED TO J. ALTUS INC. PROFIT SHARING TRUST & METROPLEX PROPERTIES LLC & DALL DEVELOPMENTS, INC AS RECORDED IN VOLUME 5870 AT PAGE 5025 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00° 15' 00" EAST AND FOLLOWING ALONG THE EAST LINE OF SAID 134.88 ACRE TRACT, AND THE WEST LINE OF SAID 15.211 ACRE J. ALTUS TRACT AND ALSO ALONG THE WEST LINE OF A 15.28 ACRE TRACT OF LAND CONVEYED TO JOHN FEIZY BY DEED AND RECORDED IN COUNTY CLERK'S FILE NO. 93-0056727, FOR A DISTANCE OF 1045.61 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 15.28 ACRE JOHN FEIZY TRACT AND THE NORTHWEST CORNER OF A 3.99 ACRE TRACT OF LAND CONVEYED TO TERRY BARNES BY DEED AS RECORDED IN VOLUME 2006, PAGE 93180, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00° 03' 36" WEST AND FOLLOWING ALONG THE WEST LINE OF SAID 12.0734 ACRE J. ALTUS INC. PROFIT SHARING TRACT, FOR A DISTANCE OF 417.19 FEET TO A 1/2" IRON ROD FOUND FOR THE POINT OF BEGINNING FOR THIS DESCRIPTION AND BEING THE SOUTHWEST CORNER OF SAID 12.0734 ACRE J. ALTUS INC. PROFIT SHARING TRACT;

THENCE NORTH 89° 58' 45" EAST AND FOLLOWING ALONG THE COMMON LINE OF SAID 134.88 ACRE TRACT AND THE 12.0734 ACRE TRACT FOR A DISTANCE OF 927.14 FEET TO A 60 "D"NAIL FOUND FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO SUSIE KING CANNADAY BY DEED RECORDED IN VOLUME 4276 AT PAGE 1454 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00° 23' 14" WEST (SOUTH 00°46'39" WEST PER DEED) AND FOLLOWING ALONG AN EAST LINE OF SAID 134.88 ACRE TRACT FOR A DISTANCE OF 625.18 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF A 1.107 ACRE TRACT OF LAND CONVEYED TO KIM A. CANNADY BY DEED RECORDED IN VOLUME 4163 AT PAGE 133 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 89° 45' 53" EAST AND FOLLOWING ALONG THE COMMON LINE OF SAID 134.88 ACRE TRACT AND THE 1.107 ACRE TRACT AND PASSING AT A DISTANCE OF 300.06 FEET A POINT IN THE WEST RIGHT OF WAY LINE OF PRESTON ROAD (STATE HIGHWAY NO. 289) AS ESTABLISHED BY RIGHT OF WAY DEED OF A 0.3904 ACRE TRACT TO THE STATE OF TEXAS RECORDED UNDER COUNTY CLERK'S FILE NO. 20110718000741730 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS AND CONTINUING IN ALL FOR A DISTANCE OF 388.93 FEET TO A POINT FOR CORNER IN THE CENTER OF PRESTON ROAD (STATE HIGHWAY NO. 289);

THENCE SOUTH 01° 23' 28" WEST AND FOLLOWING ALONG THE CENTER OF PRESTON ROAD (STATE HIGHWAY NO. 289) FOR A DISTANCE OF 710.69 FEET TO A POINT FOR CORNER

THENCE SOUTH 89° 52' 33" WEST AND FOLLOWING ALONG THE CENTER OF BUSINESS HIGHWAY NO. 289 (NORTH COLEMAN STREET) AND THE SOUTH LINE OF SAID 134.88 ACRE TRACT, FOR A DISTANCE OF 596.84 FEET TO A RAILROAD SPIKE SET IN ASPHALT FOR CORNER;

THENCE SOUTH 89° 29' 33" WEST AND CONTINUING ALONG THE CENTER LINE OF SAID BUSINESS HIGHWAY NO. 289 AND THE SOUTH LINE OF SAID 134.88 ACRE TRACT FOR A DISTANCE OF 685.89 FEET TO A RAILROAD SPIKE SET IN ASPHALT FOR CORNER;

THENCE NORTH 00° 30' 27" WEST AND DEPARTING THE SOUTH LINE OF SAID 134.88 ACRE TRACT AND CROSSING SAME FOR A DISTANCE OF 1341.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.383 ACRES OF LAND, MORE OR LESS OF WHICH 2.4893 ACRES OF LAND LIES WITHIN ROADWAYS, LEAVING 31.894 ACRES OF LAND NET OF RIGHT OF WAY, MORE OR LESS.



David Petree
DAVID PETREE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1890

Property ID	Name	Legal Description	Mailing Address	City	State	Zip
2685952	LFC Land Company II LLC	Abs A0167 Collin County School Land #14 Survey, Sheet 4, Tract 51, 101.9292	8401 N Central Expy Ste 350	Dallas	TX	75225
962934	J Altus Inc Profit Sharing Trust & Metroplex Properties LLC	Abs A0167 Collin County School Land #14 Survey, Blk 4, Tract 55, 15.211 Acres	8095 County Road 135	Celina	TX	75009
2073131	Suzanne Cannaday King	Abs A0167 Collin County School Land #14 Survey, Blk 4, Tract 90, 2.3684 Acres	Po Box 1300	Frisco	TX	75034
962998	Kim Cannaday Lee	Abs A0167 Collin County School Land #14 Survey, Blk 4, Tract 57, 1.165 Acres	8440 Stone River Dr	Frisco	TX	75034
2073130	Kim A Cannaday	Abs A0167 Collin County School Land #14 Survey, Blk 4, Tract 89, 1.107 Acres	775 Black Forest Ct	Southlake	TX	76092
2150046	Kevin Kyu Kim	Abs A1030 Jonathan Westover Survey, Blk 1, Tract 12, 19.9961 Acres	3148 Brookhollow Dr	Dallas	TX	75234
2150047	Blue Star Land Lp	Abs A1030 Jonathan Westover Survey, Blk 1, Tract 31, 14.9684 Acres	1 Cowboys Pkwy	Irving	TX	75063

SURVEYOR
Blue Sky Surveying
& Mapping, Corporation
11015 Midway Road
Dallas, Texas 75229

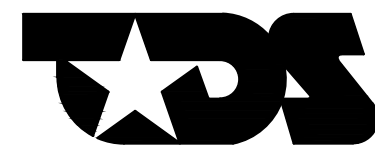
Property Owner
Keeran Family Partnership
P.O. Box
Frisco, Texas 75013

ZONING EXHIBIT B
31.894 ACRES
CITY of CELINA
COLLIN COUNTY, TEXAS

ZONING EXHIBIT
31.894 ACRES
COLLIN COUNTY SCHOOL LAND NO.14 SURVEY
ABSTRACT NO. 167
CITY of CELINA
COLLIN COUNTY, TEXAS

KEERAN FAMILY PARTNERSHIP
NW CORNER PRESTON ROAD AND
FRONTIER PARKWAY
ZONING CASE: XX-XXXX

April 16, 2015



TEXAS DEVELOPMENT SERVICES
906 W. McDERMOTT DRIVE
SUITE 196-296
ALLEN, TX 75013
469-853-6538
TX FRIM NO. 12790
TDS PROJECT NO. 13041

Z-01

PD- Regulations

List of requested deviations from RO base zoning district.

1. There shall be no maximum lot size
2. Maximum Building Height shall be fifty (50) feet.
3. Building size for structures: A single building footprint area shall not exceed 225,000 square feet in size.
4. Minimum open space requirement will be 15% of the total net lot area after right of way dedications. Open space is defined as all required and voluntary, planters not located in parking areas and 50% of areas set aside for detention requirements. Because of the physical constraints for the location of the required detention, amenities will include sidewalk on two sides with at least one picnic bench. There also will be three inch trees (3") trees planted thirty feet o.c. (on center) (30') around the perimeter of the detention area.

(b) Permitted (P) or conditional (C) uses:

Armed services recruiting center	P
General retail store	P
Artist studio	P
Kiosk (providing a service, must have main use)	C
Auto laundry or carwash	C
Laundry/dry cleaning (drop off/pick up)	P
Auto supply store for new & rebuilt parts	P
Motorcycle sales and repair	C
Bakery or confectionery (retail)	P
Nursing/convalescent home	C
Bank/credit unions	P
Offices (professional and general business)	P
Child day care (business)	P
Parking lot structure, commercial (auto)	P
Church/place of worship	P

Personal services shop	P
Concrete or asphalt batching plant (temporary)	C
Pet and animal grooming shop (no outdoor enclosures/runs)	P
Convenience store (with beer and wine sales)	C
Recycling kiosk	P
Convenience store (with or without gas sales)	P
Restaurant (with drive-through service)	C
Farmers market (public)	C
Restaurant (with no drive-through service)	P
Food or grocery store	P
Retirement home/home for the aged	P
Garden Shop (inside storage)	P
Theater or playhouse (indoor)	P
Funeral home (no crematorium)	C
Veterinarian (indoor kennels)	P



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Ben Rodriguez, Planner
 Date: April 12, 2016
 Re: DC Ranch Annexation Public Hearing #1

Action Requested:

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

Background Information:

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

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

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

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

Legal Review:

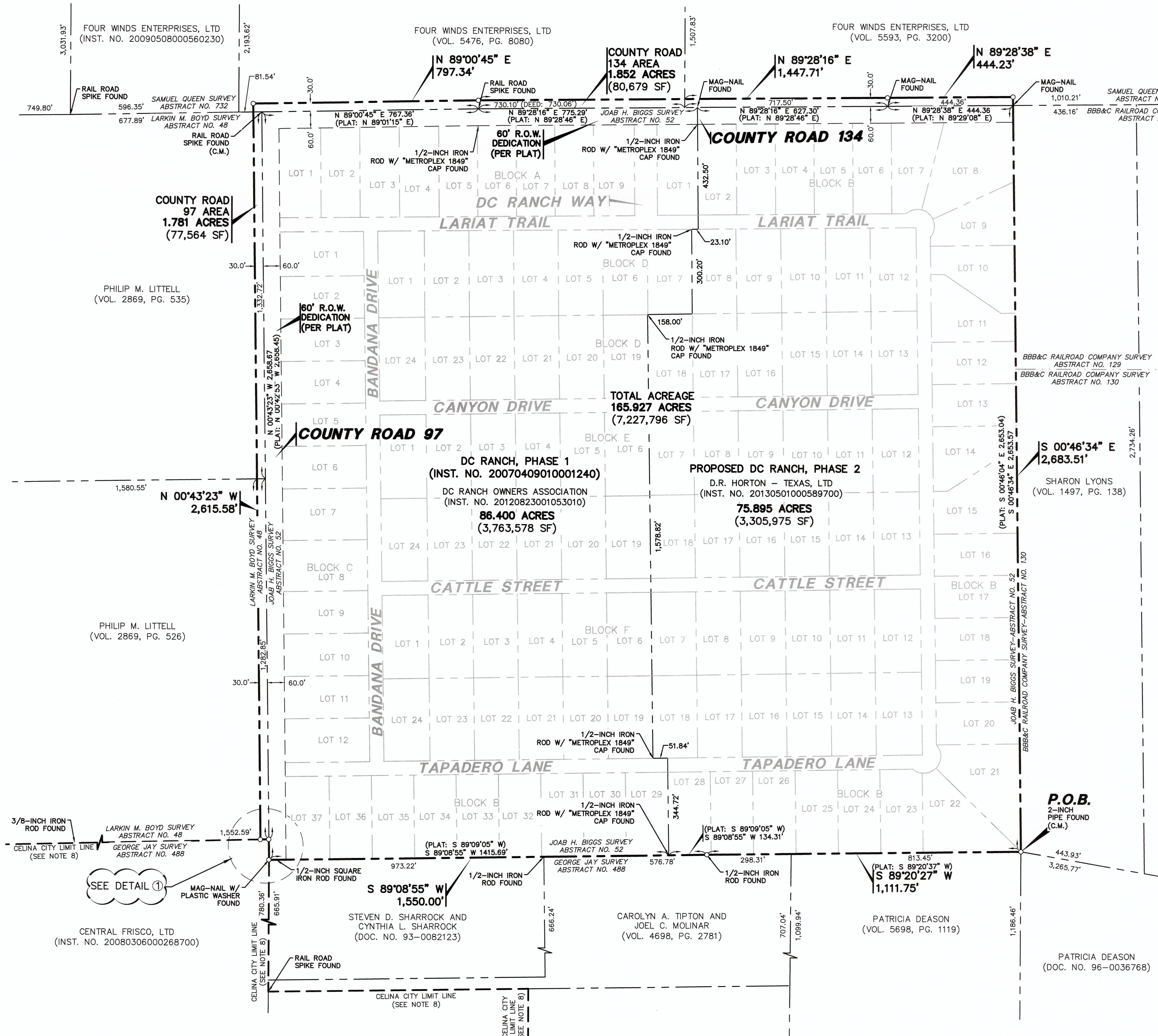
The City's Land Use Attorney assisted staff during the pre-annexation process.

Supporting Documents:

- Exhibit of area to be annexed.

Staff Recommendation:

N/A



DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION, of a 165.927 acre tract of land situated in the Joab H. Biggs Survey, Abstract No. 52, the George Jay Survey, Abstract No. 488, the Larkin M. Boyd Survey, Abstract No. 48 and the Samuel Queen Survey, Abstract No. 732, Collin County, Texas; said tract being all of DC Ranch, Phase 1, an addition to the City of Celina, Texas according to the Plat of Survey recorded in Instrument No. 20070409010001240 of the Official Public Records of Collin County, Texas; said tract also being all of proposed DC Ranch, Phase 2, an addition to the City of Celina, Texas; said tract also being all of that tract of land described in Special Warranty Deed to DC Ranch Owners Association recorded in Instrument No. 20120823001053010 of said Official Records; said tract also being all of that tract of land described in Special Warranty Deed to D.R. Horton - Texas, Ltd. recorded in Instrument No. 20130501000589700 of said Official Records; said tract also being part of those tracts of land described in Warranty Deed with Vendor's Lien to Philip M. Littell recorded in Volume 2869, Page 526 and Volume 2869, Page 535 of said Deed Records; said tract also being a part of those tracts of land described in General Warranty Deed to Four Winds Enterprises, Ltd. recorded in Volume 5476, Page 8080 of said Deed Records and in Warranty Deed to Four Winds Enterprises, Ltd. recorded in Volume 5593, Page 3200 of said Deed Records; said 165.927 tract being more particularly described as follows (Bearing system is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Collin County TxDOT combination factor of 1.000152710):

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYOR'S CERTIFICATE

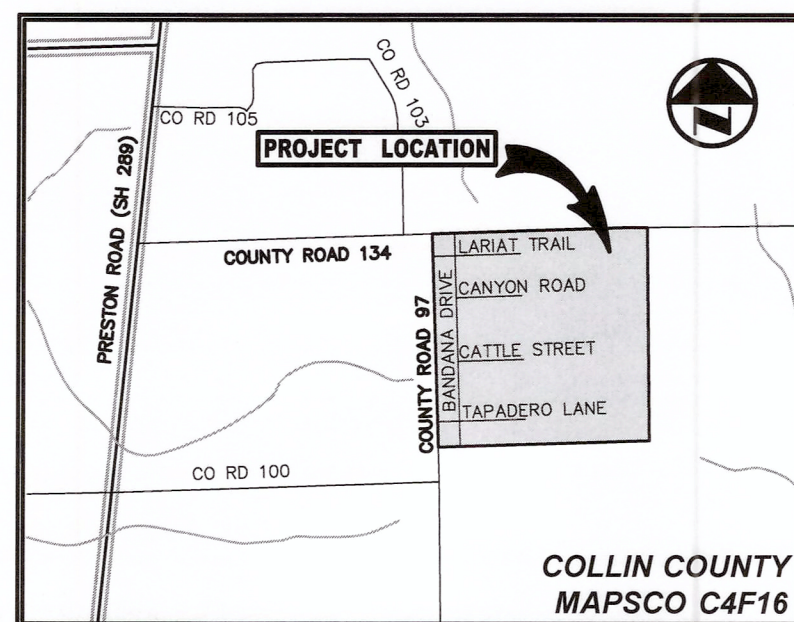
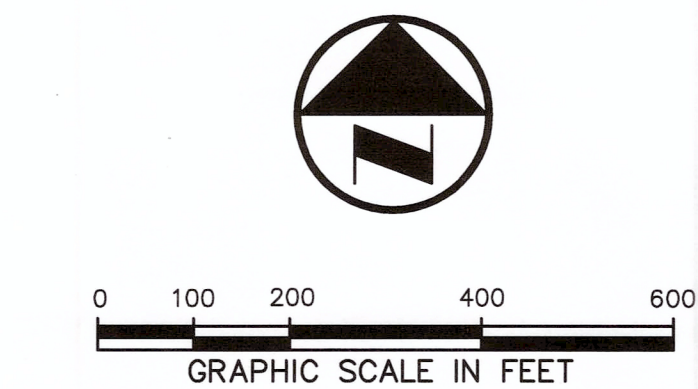
To: City of Celina, Texas, A municipal cooperation.

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

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

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

Justin W. Waldrip
Registered Professional Land Surveyor
No. 6179
jwaldrip@pkce.com



VICINITY MAP (NOT TO SCALE)

LEGEND

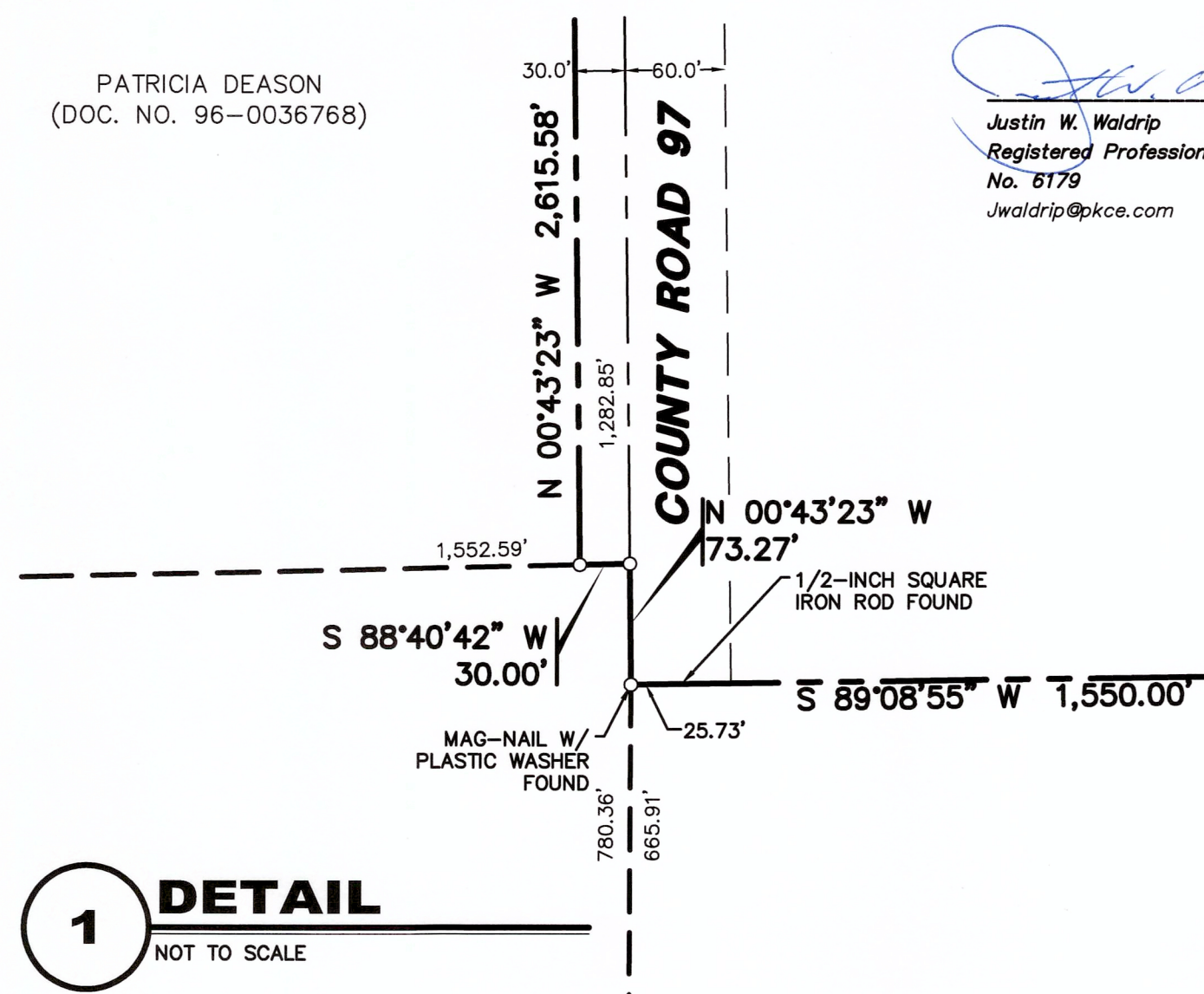
- PROPERTY LINE
- EASEMENT LINE
- CITY LIMIT LINE
- POINT FOR CORNER (UNLESS OTHERWISE NOTED)
- (C.M.) CONTROLLING MONUMENT
- P.O.B. POINT OF BEGINNING

NOTES

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

1 DETAIL

NOT TO SCALE



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

Pacheco Koch		7557 RAMBLER ROAD, SUITE 1400 DALLAS, TX 75231 972.235.3031	
DRAWN BY CTP		TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-10008000	
CHECKED BY JWW		DATE 10/12/2015	
SCALE 1"=200'		JOB NUMBER 3736-15.318	



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Ordinance Amending the Master Thoroughfare Plan

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance to amend the City's Comprehensive Master Plan, Ordinance No. 2013-06; the City's Master Thoroughfare Plan and Master Land Use Plan exhibits. (Thoroughfare Plan Amendments) (Liebman)

Background Information:

<Insert Background Info Here>

Board Review/Citizen Input:

<Insert Review/Citizen input here>

Alternatives:

<Insert Alternative here>

Financial Considerations:

<Insert Financial Considerations here>

Legal Review:

<Insert Legal Review Here>.

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:

Staff recommends approval.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Public Hearings on the Annexation of Rights-of-Way Adjacent to the O'Donnell Tract

Action Requested:

The Celina City Council will conduct two (2) public hearings at 6:00 p.m. and 6:05 p.m. on the proposed annexation of portions of right-of-way adjacent to the annexation for the O'Donnell Tract: being a 1.315 acre strip of land in the William Stapp Survey, Abstract No. 834 (CR 128); being a 1.231 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 (CR 130 – west portion); being a 1.147 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 and the William Stapp Survey, Abstract No. 834 (CR 130 – east portion); being a 0.491 acre strip of land in the B.B.B. and C.R.R. Company Survey, Abstract No. 130 (CR 131); being a 1.314 acre strip of land in the Benjamin Haile Survey, Abstract No. 397 and the B.B.B. and C.R.R. Company Survey, Abstract No. 130 (CR 132); and being a 0.843 acre strip of land in the John Culwell Survey, Abstract No. 208 (CR 133). (County Roads adjacent to O'Donnell Tract) (Liebman)

Background Information:

Texas House bill 1949 requires cities to annex both sides of a county or state road concurrently with the annexation of tracts of land adjacent to that roadway. These are the rights-of-way that are adjacent to the O'Donnell tract, currently in the process of annexation.

Below is the anticipated schedule for the rights-of-way annexation:

March 8, 2016	Council acts on a resolution setting the date and time of the two public hearings for April 12, 2016
March 25, 2016	Notice of public hearing published
March 25, 2016	Notice of annexation sent to school districts and utilities
March 25, 2016	Notice of public hearing posted on City website
April 12, 2016	Council to hold two (2) public hearings
May 10, 2016	Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Once the county roads are annexed into the City, the City will take over the maintenance of these roadways.

Legal Review:

N/A

Supporting Documents:

Rights-of-Way Exhibits

Staff Recommendation:

N/A

CR 128
Legal Description

BEING a tract of land situated in the William Stapp Survey, Abstract No. 834, Collin County, Texas, and being a portion of a called 5.061 acre tract of land conveyed to Home Place Living Trust, as evidence in a Deed, recorded in Instrument No. 20140808000847090, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), a portion of a called 24.291 acre tract of land conveyed to Jesse and Claudia Miller, as evidence in a Deed, recorded in Volume 1025, Page 499 Land Records, Collin County, Texas (L.R.C.C.T.), a portion of a called 45.401 acre tract of land conveyed to Glyn C. Miller and Betty Ann Miller, as evidence in a Deed, recorded Volume 1025, Page 502, L.R.C.C.T., a portion of a called 8.98 acre tract of land conveyed to Mark A. Martin & Carol Martin, as evidence in a Deed, recorded in instrument No. 20090122000067340, O.P.R.C.C.T., and being more particularly described as follows;

BEGINNING at the southwest corner of a said 5.061 acre tract, on the easterly line of a called 76.551 acre tract of land conveyed to Legacy Stables LLC, as evidenced in a Deed, recorded in Volume 5045, Page 190, L.R.C.C.T., same being in the approximate centerline of a gravel road, known as County Road 128;

THENCE North 1°48'30" West, along the westerly line of said 5.061 acre tract, along the easterly line of said 76.551 acre tract, and generally along the centerline of said County Road 128, a distance of 17.06 feet to a corner;

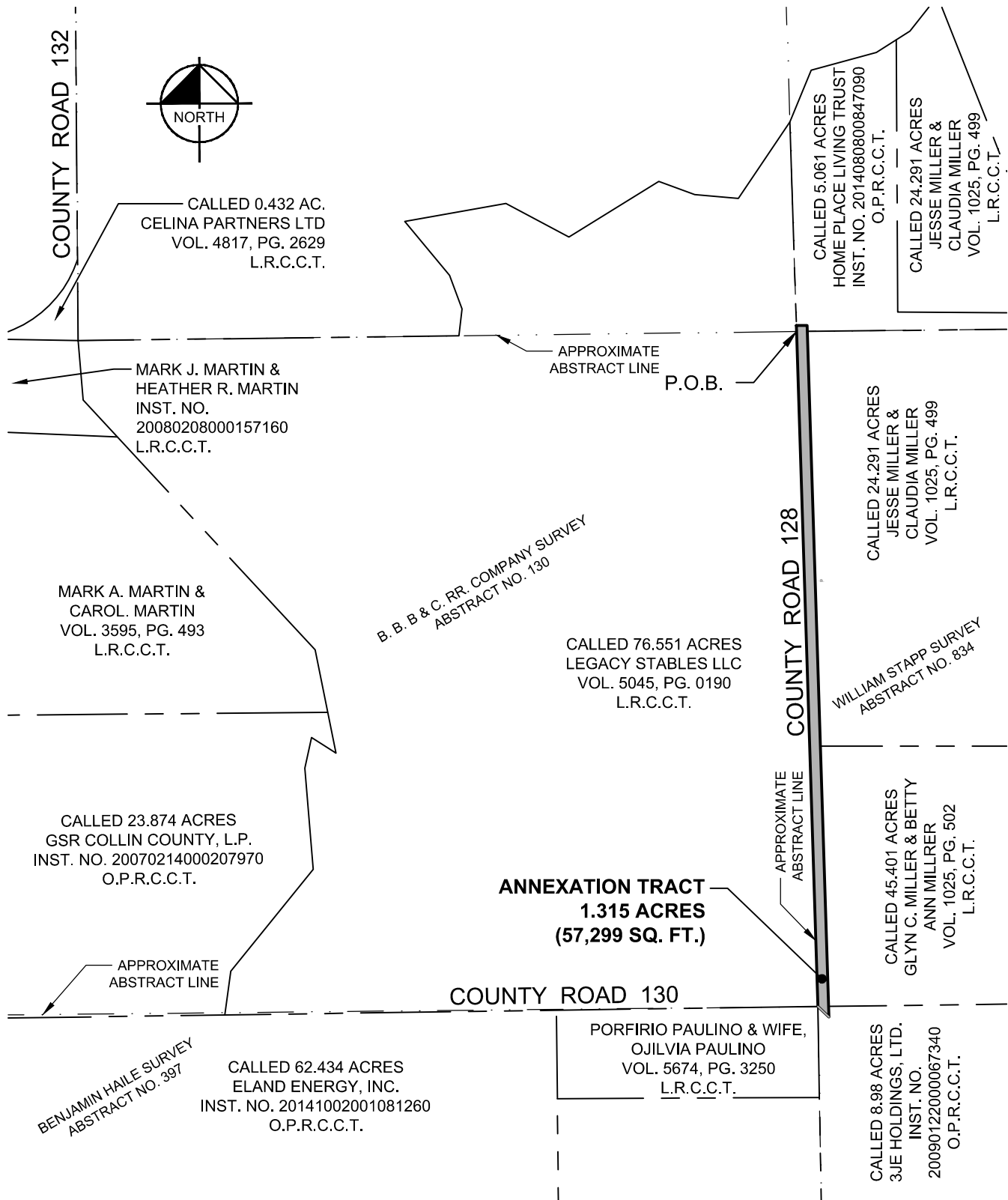
THENCE departing the easterly line of said 76.551 acre tract, across said 5.061 acre tract, said 24.291 acre tract, said 45.401 acre tract, said 8.98 acre tract, said Paulino tract, and said 62.434 acre tract, the following courses;

North 89°46'39" East, a distance of 30.01 feet to a corner;

South 1°48'30" East, 30.00 feet from and parallel with said County Road 128 a distance of 1924.81 feet to a corner;

North 46°18'52" West, a distance of 42.80 feet to a corner at the intersection of said County Road 128 and a gravel road, known as County Road 130, same being the southeast corner of said 76.551;

THENCE North 1°48'30" West, along the easterly line of said 76.551 acre tract and the westerly lines of aforesaid 45.401 acre tract, aforesaid 24.291 acre tract, aforesaid 5.061 acre tract, and generally along the centerline of said County Road 128, a distance of 1878.06 feet to the **POINT OF BEGINNING**, and containing 1.315 acres (57,299 sq. ft.) of land, more or less.



Attachment: CR 128 Exhibit (1540 : O'Donnell County Roads Right-of-Way Annexation PH)

EXHIBIT
COUNTY ROAD No. 128 ANNEXATION
WILLIAM STAPP SURVEY,
ABSTRACT NO. 834
COLLIN COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	APS	KHA	03/02/2016	069319400	1 OF 1

CR 130 (east portion)

Legal Description

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, and the William Stapp Survey, Abstract No. 834, Collin County, Texas, being a portion of a called 8.98 acre tract of land conveyed to Mark A. Martin & Carol Martin, as evidence in a Deed, recorded in instrument No. 20090122000067340, a portion of a tract of land conveyed to Porfirio Paulino and wife, Ojilvia Paulino, as evidence if a Deed, recorded in Volume 5674, Page 3250, L.R.C.C.T., and a portion of a called 62.434 acre tract of land conveyed to John U. Bound and Danna Bound, as evidence on a Deed, recorded in Instrument No. 20051206001715620 O.P.R.C.C.T., and being more particularly described as follows;

BEGINNING at the southwest corner of a called 76.551 acre tract of land conveyed to Legacy Stables LLC, as evidenced in a Deed, recorded in Volume 5045, Page 190, L.R.C.C.T., and the southeast corner of a called 23.874 acre tract of land conveyed to GSR Collin County L.P., as evidence in a Deed, recorded in Instrument No. 20070214000207970, O.P.R.C.C.T., and along the northerly line of said 62.434 acre tract, same being in the approximate centerline of a gravel road, known as County Road 130;

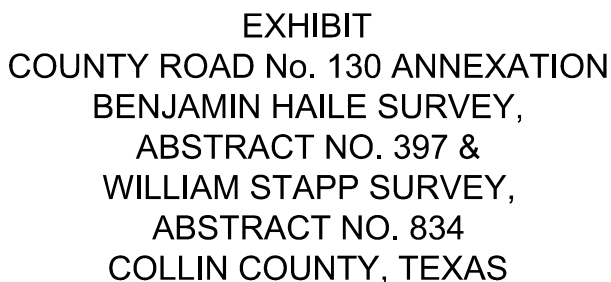
THENCE North 89°10'46" East, along the southerly line of said 76.551 acre tract and along the northerly line of aforesaid 62.434 acre tract and along the northerly line of aforesaid Paulino tract, and generally along the centerline of said County Road 130, a distance of 1650.07 feet to a corner at the intersection of said County Road 130 and said County Road 128;

THENCE departing the southerly line of said 76.551 acre tract, across said 8.98 acre tract, said Paulino tract, and said 62.434 acre tract, the following courses;

South 46°18'52" East, a distance of 42.80 feet to a corner;

South 89°10'46" West, 30.00 feet from and parallel with the centerline of said County Road 130, a distance of 1680.59 feet to a corner,

North 0°49'14" West, a distance of 30.00 feet to the **POINT OF BEGINNING**, and containing 1.147 acres (49,960 sq. ft.) of land, more or less.



Packet Pg. 137

CR 130 (west portion)

Legal Description

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, Collin County, Texas, and being a portion of a called 154.059 acre tract of land conveyed to Eland Energy, Inc., as evidence in a Deed, recorded in Instrument No. 20141002001081270, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and a portion of a called 2.500 acre tract of land described as Tract B conveyed to Eland Energy, Inc., as evidence in a Deed, recorded in Instrument No. 20150722000903310, O.P.R.C.C.T., and being more particularly described as follows;

BEGINNING at the southwest corner of a called 75.931 acre tract of land conveyed to Patricia Ann Miller, as evidence in a Deed, recorded in Volume 4047, Page 299, L.R.C.C.T., same being on the northerly line of said 154.059 acre tract, same being at the centerline of a gravel road, known as County Road 130;

THENCE North 89°29'28" East, along the southerly line of said 75.931 acre tract, along the northerly line of said 154.059 acre tract, along the northerly line of aforesaid Tract B, and generally along said County Road 130, a distance of 1772.15 feet to a corner at the intersection of said County Road 130 and a gravel road, known as County Road 132;

THENCE departing the southerly line of said 75.931 acre tract, across said 154.059 acre tract and across said Tract B, the following courses;

South 45°19'00" East, a distance of 42.28 feet to a corner;

South 89°29'28" West, being 30.00 feet from and parallel to the southerly line of said 75.931 acre tract, a distance of 1801.95 feet to a corner;

North 0°30'32" West, a distance of 30.00 feet to the **POINT OF BEGINNING**, and containing 1.231 acres, (53,612 sq. ft.) of land, more or less.

CR 131
Legal Description

BEING a tract of land situated in the B. B. B. & C. RR. Company Survey, Abstract No. 130, Collin County, Texas, and being a portion of a called 15.163 acre tract of land, conveyed to Michael D. Reardon and Marilyn Reardon, as evidenced in a Deed, recorded in Volume 4871, Page 2775, Land Records of Collin County, Texas and a portion of a called 6.500 acre tract of land, conveyed to Robert G. Hauk and Chrystal C. Hauk, as evidenced in a Deed, recorded in Volume 5907, Page 2770, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

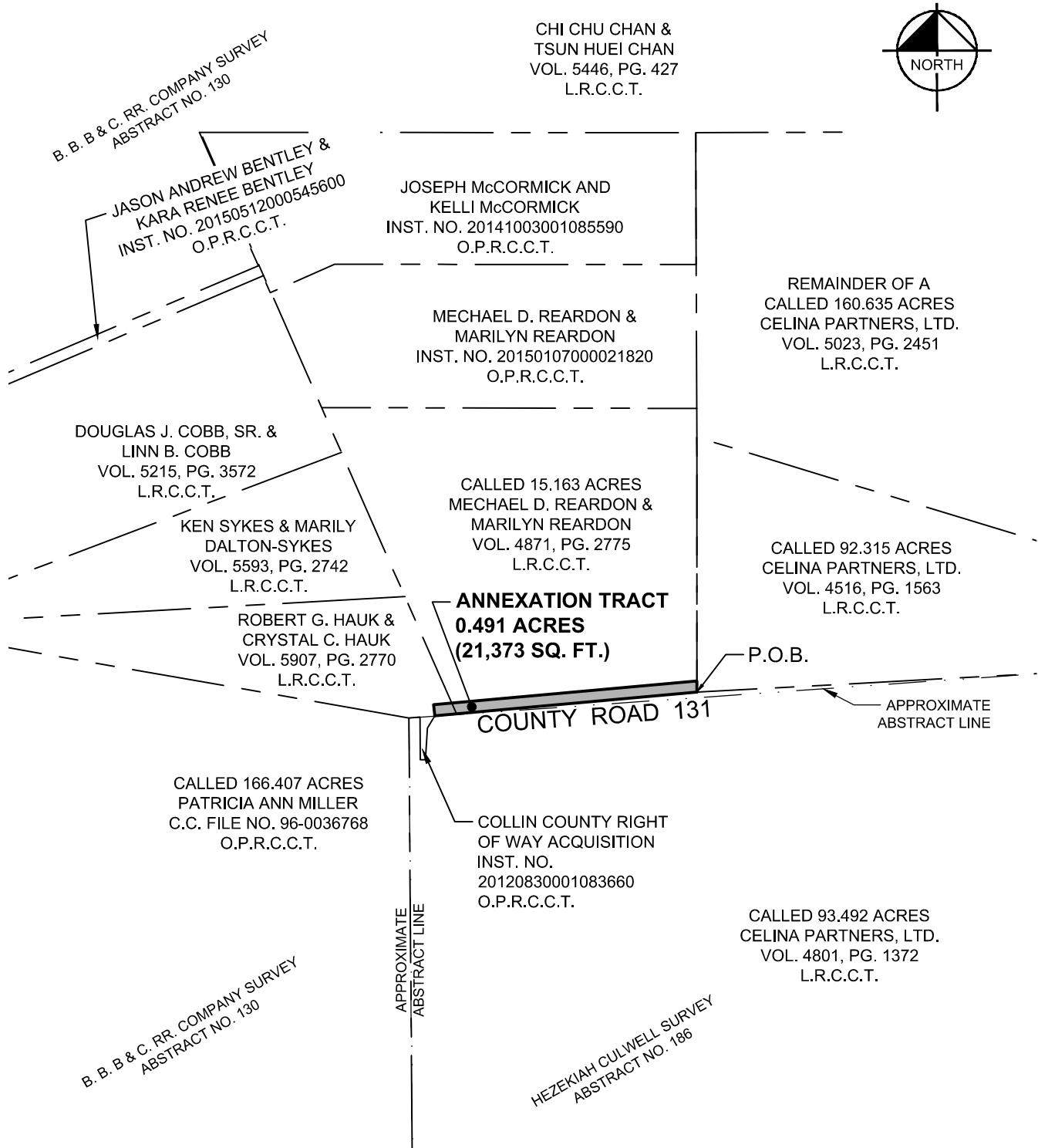
BEGINNING at the southeast corner of said 15.163 acre tract, same being the most westerly southwest corner of a called 92.315 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4516, Page 1563, Land Records of Collin County, Texas, same being on the northerly line of a called 93.492 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 4801, Page 1372, Land Records of Collin County, Texas, same also being in a gravel road, known as County Road 131;

THENCE South 84°52'21" West, along the northerly line of said 93.492 acre tract, along the southerly line of said 15.463 acre tract, along the southerly line of aforesaid 6.500 acre tract, and with said County Road 131, a distance of 711.05 feet to a corner, same being the northerly northeast corner of a tract of land described as Collin County Right-of-way Acquisition, recorded in Instrument No. 20120830001083660, Official Public Records, Collin County, Texas;

THENCE North 5°07'31" West, departing the northerly line of said 93.492 acre tract and across said 6.500 acre tract, a distance of 30.00 feet to a corner;

THENCE North 84°52'21" East, 30.00 feet from and parallel with the centerline of said County Road 131, continuing across said 6.500 acre tract and across aforesaid 15.163 acre tract, a distance of 713.73 feet to a corner on the easterly line of said 15.163 acre tract and along the westerly line of aforesaid 92.315 acre tract;

THENCE South 0°01'29" East, along the easterly line of said 15.163 acre tract and along the westerly line of said 92.315 acre tract, a distance of 30.12 feet to the **POINT OF BEGINNING**, and containing 0.491 of an acre (21,373 sq. ft.) of land, more or less.



Attachment: CR 131 Exhibit (1540 : O'Donnell County Roads Right-of-Way Annexation PH)

EXHIBIT
COUNTY ROAD No. 131 ANNEXATION
B.B.B. & C. RR. COMPANY SURVEY,
ABSTRACT NO. 130
COLLIN COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	APS	KHA	03/31/2016	069319400	1 OF 1

CR 132
Legal Description

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, and the B. B. B. & C. RR. Company Survey, Abstract No. 130, Collin County, Texas, and being a portion of a called 154.059 acre tract of land conveyed to Eland Energy, Inc., as evidence in a Deed, recorded in Instrument No. 20141002001081270, a portion of a called 23.874 acre tract of land conveyed to GSR Collin County, as evidence in a Deed, recorded in Instrument No. 20070214000207970, O.P.R.C.C.T., and being a portion of a tract of land conveyed to Mark A. Martin & Carol Martin, as evidence in a Deed, recorded in Volume 3595, Page 493, Land Records, Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows;

BEGINNING at the southeast corner of a called 75.931 acre tract of land conveyed to Patricia Ann Miller, as evidence in a Deed, recorded in Volume 4047, Page 299, L.R.C.C.T., same being on the southwest corner of said 23.874 acre tract, same being at the intersection of a gravel road known as County Road 130, and a gravel road known as County Road 132;

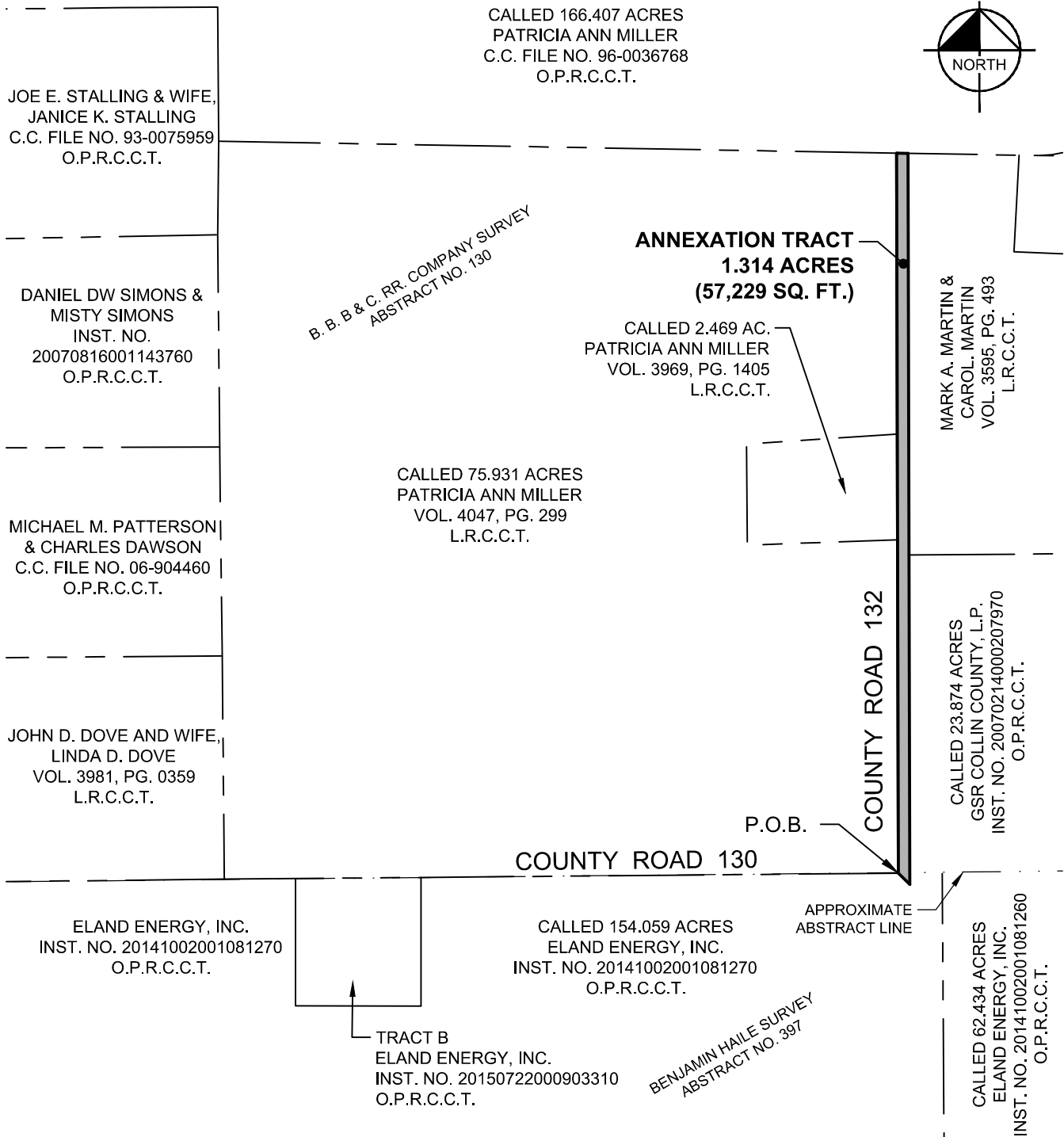
THENCE North 0°07'27" West, along the easterly line of said 75.931 acre tract, along the westerly line of said 23.874 acre tract, along the westerly line of aforesaid Martin tract, and along the easterly line of a called 2.469 acre tract of land conveyed to Patricia Ann Miller, as evidence in a Deed, recorded in Volume 3969, Page 1405, L.R.C.C.T., and generally along the centerline of County Road 132 a distance of 1893.03 feet to a corner for the northeast corner of said 75.931 acre tract and the northwest corner of said Martin tract;

THENCE South 89°02'05" East, departing the westerly line of said 75.931 acre tract and along the northerly line of said Martin tract, a distance of 30.01 feet to a corner;

THENCE departing the northerly line of said Martin tract, across said 23.874 acre tract, across said 154.059 acre tract, and across said Tract B, the following courses;

South 0°07'27" East, being 30.00 feet from and parallel to the westerly line of said 75.931 acre tract, a distance of 1922.16 feet to a corner;

North 45°19'00" West, a distance of 42.28 feet to the **POINT OF BEGINNING**, and containing 1.314 acres, (57,229 sq. ft.) of land, more or less.



Attachment: CR 132 Exhibit (1540 : O'Donnell County Roads Right-of-Way Annexation PH)

EXHIBIT
COUNTY ROAD No. 132 ANNEXATION
BENJAMIN HAILE SURVEY,
ABSTRACT NO. 397 &
BBB & C RR COMPANY SURVEY,
ABSTRACT NO. 130
COLLIN COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	APS	KHA	03/02/2016	069319400	1 OF 1

CR 133
Legal Description

BEING a tract of land situated in the John Culwell Survey, Abstract No. 208, and being a portion of a called 28.104 acre tract of land conveyed to Billy J. Herrin and wife, Cyndee V. Herrin, as evidence in a Deed, recorded in Instrument No. 20150302000217660, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), a portion of a called 3.689 acre tract of land conveyed to Resource One Credit Union, as evidence in a Deed, recorded in Instrument No. 20140905000965550, O.P.R.C.C.T., a portion of a called 5.49 acre tract of land conveyed to Raul Vazquez Guerrero and Martha Arrendondo de Guerrero, as evidence in a Deed, recorded in Instrument No. 20150630000793520, O.P.R.C.C.T., and a portion of a called 81.26 acre tract of land conveyed to Margaret R. Gerrity, as evidence in a Deed, recorded in Volume 5225, Page 4938, Land Records, Collin County, Texas, and being more particularly described as follows

BEGINNING at the northeast corner of a called 86.076 acre tract of land, conveyed to Celina Partners, Ltd., as evidenced in a Deed, recorded in Volume 5144, Page 3554, Land Records of Collin County, on the easterly line of said 28.104 acre tract, same being at the centerline of a gravel road, known as County Road 133;

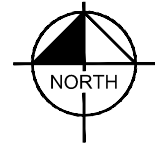
THENCE across said 28.104 acre tract, across said 3.689 acre tract, across said 5.49 acre tract, and across said 81.26 acre tract, the following courses;

North 88°46'11" East, a distance of 30.00 feet to a corner;

South 1°13'49" East, 30.00 feet from and parallel with the centerline of said County Road 133, a distance of 1224.03 feet to a corner;

South 88°46'11" West, a distance of 30.00 feet to a corner, same being the southeast corner of aforesaid 86.076 acre tract;

THENCE North 1°13'49" West, along the easterly line of said 86.076 acre tract, and the westerly lines of said 5.49 acre tract, said 3.689 acre tract, and said 28.104 acre tract, and generally along the centerline of said County Road 133, a distance of 1224.03 feet to the **POINT OF BEGINNING**, and containing 0.843 of an acre (36,721 sq. ft.) of land, more or less.



SMITH WAYNE WHITE, JR. &
WIFE, CARRIE D. WHITE
C.C. FILE NO. 94-0029597
O.P.R.C.C.T.

LYLE EUGUENE WISE & WIFE,
NENA KAREN WISE
C.C. FILE NO. 94-0060878
O.P.R.C.C.T.

CALLED 28.104 ACRES
BILLY J. HERRIN AND WIFE,
CYNDEE V. HERRIN
INST. NO. 2015030200021766
O.P.R.C.C.T.

P.O.B.

COUNTY ROAD 133

CALLLED 3.689 ACI
RESOURCE ONE
CREDIT UNION
INST. NO.
201409050009655
O.P.R.C.C.T.

CALLLED 86.076 ACRES
CELINA PARTNERS, LTD.
VOL. 5144, PG. 3554
L.R.C.C.T.

ANNEXATION TRACT
0.843 ACRES
(36,721 SQ. FT.)

CALLLED 5.49 ACRES
RAUL VAZQUEZ GUERRERO
AND MARTHA ARREDONDO
De GUERRERO
INST. NO. 20150630000793520
O.P.R.C.C.T.

CALLLED 81.26 ACRES
MARGARET R. GERRITY
VOL. 5225, PG. 4938
L.R.C.C.T.

JOHN CULWELL SURVEY
ABSTRACT NO. 208

EXHIBIT
COUNTY ROAD No. 133 ANNEXATION
JOHN CULWELL SURVEY,
ABSTRACT NO. 208
COLLIN COUNTY, TEXAS

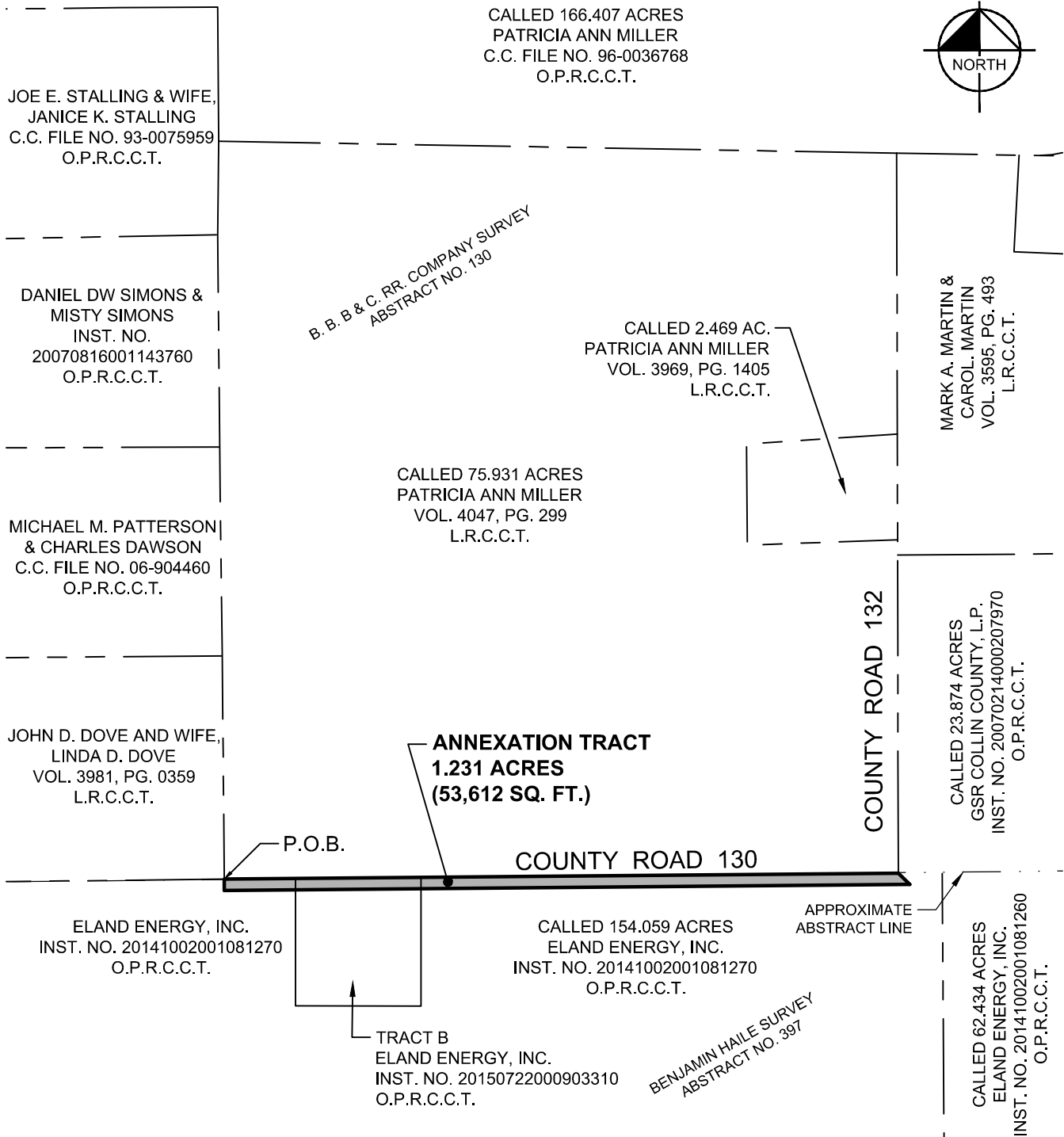
Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	APS	KHA	03/02/2016	069319400	1 OF 1



Attachment: CR 130 (West) Exhibit (1540 : O'Donnell County Roads Right-of-Way Annexation PH)

EXHIBIT
COUNTY ROAD No. 130 ANNEXATION
BENJAMIN HAILE SURVEY,
ABSTRACT NO. 397
COLLIN COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	APS	KHA	03/02/2016	069319400	1 OF 1



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Cambridge Crossing Rezoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas, for a zoning amendment request for an approximately 639 acre tract of land from a PD-Planned Development Zoning District No. 40 (PD-40), Regional Mixed Use Zoning District (MU-2), and an AG-Agricultural Zoning District to a PD-Planned Development District No. 40 (PD-40). The property is situated in the Richard Alderson Survey, Abstract No. 7; the F. D. Gary Survey, Abstract No. 360; the I.C. Williamson Survey, Abstract No. 943, and the T. Staten Survey, Abstract No. 806, Collin County, Texas and is generally located on the north and south sides of the future Collin County Outer Loop, east of CR 6 (Legacy Drive), north of the future Punk Carter Parkway alignment and west of the Dallas North Tollway. (Cambridge Crossing) (Liebman)

Background Information:

Current Zoning Classification

The majority of the Cambridge Crossing property was zoned on June 11, 2013 as Planned Development No. 40 (PD-40), comprised of 442 acres. The base zoning was Regional Mixed Use (MU-2). All but one of the tracts were designated as non-residential (seven "Commercial" tracts and three "Business Park" tracts). Only one 41.7 acre tract was designated as "Residential."

Additions of Land Area to Cambridge Crossing

Since the approval of the original PD-40, two tracts of land have been added to Cambridge Crossing: an 86 acre tract that was annexed into the City on May 9, 2011 and zoned at the same meeting as Regional Mixed Use (MU-2) and a 114 acre tract that was annexed into the City on August 31, 2015. Both of these properties were purchased by the applicant in 2014, creating the 639 acre tract being considered today.

Proposed Zoning

The applicant is requesting an amendment to the existing Planned Development Zoning District No. 40 (PD-40), approved by City Council on April 12, 2010, the 86 acre Regional Mixed Use District (MU-2) tract approved by City Council on May 9, 2011, and the recently annexed 114 acre tract with the holding zoning district of Agricultural (AG). The total land area for this Planned Development is ±639 acres.

The proposed design incorporates the 500 foot right-of-way that has been determined by Collin County

for the Outer Loop. In addition, a 100 foot greenway landscaped buffer is shown adjacent to any single family residential development.

The overall scheme of the project is primarily single-family detached residential. The lotting mix consists of fifty-five percent (55%) fifty foot lots and ten percent (10%) seventy foot lots, with the remainder being sixty foot lots. However, due to the configuration of the development, the depth of the smaller lots has been increased so that the square footage of usable area more closely resembles that of a typical sixty foot lot (minimum 6,000 square feet compared to the usual 5,000 square feet). The applicant has agreed to setback requirements that will prohibit “snub-nosed” garages and will adhere to the eighty-five percent (85%) masonry standards of the Zoning Ordinance. Other development regulations and setbacks are typical of suburban development and Celina’s standards.

In addition, in those tracts with the Regional Mixed Use base zoning, the applicant has agreed to completely prohibit any single family products. Stand-alone multiple family development will be restricted to two locations: the Mixed Use tracts that are (1) north of the Outer Loop and east of Huddleston Drive, and (2) south of Punk Carter Parkway and east of Legacy Drive. This will allow the remaining MU-2 districts to develop either as stand-alone commercial/ retail/office (typical of suburban shopping or campus office settings) or mixed use, vertically-integrated products (more typical of an urban setting).

Public Notice:

The City Council public hearing notice was published in *The Celina Record* on Friday, March 25, 2016. Ten (10) property owners located within 200 feet of the subject property have been notified by mail of the zoning request. No comments have been received either for or against the zoning request prior to the printing of the Planning and Zoning Commission packet.

Supporting Documents:

Ordinance

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Board/Committee Recommendation:

At their regular meeting on March 15, 2016, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request.

Staff Recommendation:

Staff recommends approval.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: G-Bar 7 Development Agreement

Action Requested:

The Celina City Council will Conduct a Public Hearing to consider testimony and take action regarding a Development Agreement for G-Bar 7, being a ±119.138 acre tract of land located in the Collin County School Land Survey, Abstract No. 167 Celina, Texas and generally located south of CR 55, north of CR 53, east of CR 52 and west of the BNSF railroad & CR 1117. (G-Bar 7) Liebman

Background Information:

The proposed development agreement for G-Bar 7 establishes the responsibilities and obligations of both the developer and City. In addition the agreement determines the level of city participation on various aspects of the development.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney has reviewed the proposed agreement and has deemed it acceptable.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends that the item be approved.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, and Wynne Jackson, Inc. (the "Developer") (the City and the Developer each individually, a "Party" and collectively, the "Parties") to be effective on the 12th day of April, 2016 (the "Effective Date").

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County, Texas;

WHEREAS, the Developer is a Texas corporation whose principal office is located within Dallas County, Texas;

WHEREAS, the Developer plans to develop in phases an approximately 119.138-acre tract of land more particularly described by metes and bounds in Exhibit A and depicted on Exhibit B attached hereto (the "Property"); and

WHEREAS, the Developer plans to develop the first phase of the Property containing an approximately 41.499-acre tract of land more particularly described by metes and bounds in Exhibit A-1 (the "Phase I Property") and depicted on Exhibit B-1 attached hereto; and

WHEREAS, as of the Effective Date, G Bar 7, Ltd. owns the Property; and

WHEREAS, the Developer is under contract to purchase the Property; and

WHEREAS, the Property is located wholly within the City's corporate limits; and

WHEREAS, the City holds a water certificate of convenience and necessity (a "CCN") for the Property; and

WHEREAS, the Property is located within no area for which a CCN has been granted to a retail sewer service provider;

WHEREAS, the Parties intend for the City to be the retail provider of water service and sewer service to the Property;

WHEREAS, the Developer desires to proceed with development of the Property pursuant to the zoning regulations of Planned Development District No. 23 (the "PD"); and

WHEREAS, development of the Property will require the following improvements to CR 1117 within existing and to be acquired City right-of-way within and outside the City's existing corporate limits, which improvements are further described in Article IV and on Exhibit C: (a) CR 1117 improvements adjacent to the perimeter of the Property (the "Adjacent 1117 Improvements"); (b) CR 1117 improvements from the northern end of the Adjacent 1117 Improvements to CR 55 (the "Outparcel 1117 Improvements"); (c) CR 1117 improvements from the southern end of the Adjacent 1117 Improvements south to CR 53 not including water and sewer lines (the "CR 53 Improvements"); (d) 10-inch sewer line along part of the eastern

perimeter of the Property (the "CR 1117 Sewer Line"); and (e) 12-inch water line from the southerly most street entry from CR 1117 to the Property along the eastern perimeter to CR 55 (the "CR 1117 Waterline" and together with the Adjacent 1117 Improvements, the Outparcel 1117 Improvements, the CR 53 Improvements and the CR 1117 Sewer Line, the "CR 1117 Improvements"), and (d) temporary improvements from an entryway into the Property on CR 1117 to CR 55 (the "Flexbase 1117 Improvements"); and

WHEREAS, development of the Property will require the following improvements to CR 55 within existing City right-of-way within the City's existing corporate limits, which improvements are further described in Article IV and on Exhibit D: (a) CR 55 improvements adjacent to the perimeter of the Property (the "Adjacent 55 Improvements"); (b) CR 55 waterline improvements between the northeastern corner of the Property and CR 1117 (the "Outparcel 55 Improvements"); and (c) a 12-inch waterline along the Adjacent 55 Improvements ("CR 55 Waterline" and together with the Adjacent 55 Improvements and the Outparcel 55 Improvements, the "CR 55 Improvements"); and

WHEREAS, development of the Property will require certain on-site infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and land for all of the on-site public improvements, a portion of which is further described on Exhibit E (collectively, the "On-Site Public Improvements"); and

WHEREAS, certain off-site public infrastructure necessary to bring water and sanitary sewer service to the Property, as further described on Exhibit F (collectively, the "Off-Site Public Improvements") is needed to serve the development of the Property; and

WHEREAS, the Off-Site Public Improvements will be constructed within existing right-of-way or will be constructed in easements; and

WHEREAS, the costs of the CR 1117 Improvements, the Flexbase 1117 Improvements, the CR 55 Improvements, the On-Site Public Improvements, and the Off-Site Public Improvements (collectively, the "Public Improvements") reflected on Exhibit C, Exhibit D, Exhibit E, and Exhibit F are estimates, and shall not be construed as caps on the costs of the Public Improvements; and

WHEREAS, the Public Improvements are not currently available to serve development of the Property; and

WHEREAS, the cost of the Public Improvements does not allow for the Developer's intended development of the Property in a cost-effective and market-competitive manner without participation by the City; and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the financing of all or a portion of the costs of the Public Improvements necessary for the development of the Property, can be achieved by

means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"); and

WHEREAS, the City intends to create a public improvement district encompassing 109.090 acres of the Property for the purpose of financing the Public Improvements that confer a special benefit on the Property (the "PID"); and

WHEREAS, the City intends to create a tax increment reinvestment zone encompassing all or a portion the Property (the "TIRZ") pursuant to Chapter 311, Texas Tax Code, as amended, entitled the Tax Increment Financing Act ("TIF Act") for the purpose of funding the costs of the Public Improvements constructed by the Developer that are not attributable to the development of the Property; and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the Parties are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS, the Parties intend for this Agreement to terminate if the Developer does not close on the purchase of the Property in accordance with the terms hereof, in which event the Parties also intend to dissolve the PID.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I REPRESENTATIONS AND DEFINITIONS

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been authorized to do so.

ARTICLE II PURPOSES, CONSIDERATION, AND TERM

2.01 Purposes. The Parties desire to enter into this Agreement to provide for infrastructure for the Property, including the Public Improvements, including establishing the means of and terms for financing the Public Improvements by the City and the Developer.

2.02 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.03 Term. This Agreement shall have a term starting on the Effective Date and expiring the later of expiration of the TIRZ or payment in full of the PID Bonds (the "Term"); provided, however, this Agreement shall be void ab initio and shall have no force or effect if, and only if, the Developer does not purchase the Property within 45 days after the Effective Date. Nothing herein shall obligate the Developer to purchase the Property.

ARTICLE III FEES

3.01 Fees, Capital Recovery Fees and Park Fees.

(a) The Owner shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, storm water fees, permit fees and inspection fees.

(b) A fee may be charged to fund the City's reasonable costs of hiring a third party to review engineering plans in connection with the design and construction of water, sewer, drainage, and roadway improvements.

(c) Development of the Property shall be subject to payment of park fees in the amount established in the City's Code of Ordinances. Other than what is required in the PD, no parkland dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required.

(d) Development of the Property shall be subject to water, sewer/wastewater, and roadway impact fees adopted, assessed and collected in compliance with Chapter 395 of the Texas Local Government Code.

(e) In addition to the fees described above, the Developer will make a one-time escrow deposit with the City in an amount equal to \$226,850.00 (the "Park Donation"). The Park Donation will be paid to the City by the Developer at the closing of the first series of PID Bonds (hereinafter defined).

(f) Developer shall also pay a PID Bond Fee, as defined and described in Section 6.02 below.

ARTICLE IV INFRASTRUCTURE IMPROVEMENTS

4.01 CR 1117 Improvements.

(a) Prior to the issuance of the first building permit for the first residential home to be constructed on the Phase I Property and following the City's approval of the construction drawings and issuance of all required permits:

(i) the Developer will construct the Flexbase 1117 Improvements consisting of a 24-foot flexbase all weather surface for support of up to a 75,000 pound vehicle from CR 55 to the entrance into the Property from CR 1117 into the Phase I Property (approximately 1,175 linear feet); and

(ii) the Developer shall construct all water lines and sewer lines reflected in the "Summary" chart on Exhibit G in the column labeled Phase 1.

(b) Prior to the issuance of the first building permit for the first residential home to be constructed on the Phase II Property depicted on Exhibit B-1 and following the City's approval of the construction drawings and issuance of all required permits:

(i) the Developer will construct the CR 1117 Improvements consisting of the full 36-foot wide road section including sewer lines where required; and

(ii) the Developer shall construct all sewer lines reflected in the "Summary" chart on Exhibit G in the column labeled Phase 2.

If the Developer constructs the CR 1117 Improvements as provided in this paragraph, the Developer shall be compensated for (i) 50 percent (18 feet of the 36 feet) of the cost to design and construct the Adjacent 1117 Improvements other than water and sewer lines, as well as 50 percent of the cost of any payment and maintenance bond for the Adjacent 1117 Improvements, other than water and sewer lines required by this paragraph, and (ii) 100 percent of the cost to design and construct the Outparcel 1117 Improvements, the CR 53 Improvements, the CR 1117 Waterline, and the CR 1117 Sewer Line as well as 100 percent of the cost of any payment and maintenance bond for the Outparcel 1117 Improvements, the CR 53 Improvements, the CR 1117 Waterline and the CR 1117 Sewer Line (collectively, the "CR 1117 Reimbursable Costs"). The remaining amounts of such costs represent the Developer's proportionate share of the CR 1117 Improvements based on traffic generated by the development of the Property, which shall not be reimbursed.

(c) Prior to commencement of construction of the CR 1117 Improvements, the Developer shall submit to the City for review the proposed construction contracts and bids. The City may object to such contracts and bid amounts within 30 days of receiving them from the Developer if the City provides a bid from a qualified contractor willing to complete the work for at least 10 percent less than the proposed Developer bid for the same work. The Developer and the City shall work together to construct the CR 1117 Improvements at a competitive cost; however, competitive bidding and performance bonds shall not be required. In addition, no security, such as a bond or letter of credit, shall be required from the Developer to secure completion of the CR 1117 Improvements, but a payment and maintenance bond shall be provided to the City by the Developer as required by the City's subdivision regulations. The City shall be responsible for the percent of the cost of such bonds attributable to the CR 1117 Reimbursable Costs, and the Developer shall be responsible for the remaining amount of the cost.

4.02 CR 55 Improvements

(a) Prior to the issuance of the first building permit for the first residential home to be constructed on the Phase I Property, the Developer shall dedicate the 45-foot wide right-of-way needed for the Adjacent 55 Improvements and escrow with the City the estimated costs of the Adjacent 55 Improvements for paving, grading, and drainage consisting of two lanes of the ultimate 90-foot wide road with 2-25 foot sections adjacent to the perimeter of the Property. The escrow amount shall be 100 percent of the total amount shown on Exhibit D to construct the Adjacent 55 Improvements for paving, grading, and drainage. Such costs shall not be reimbursed to the Developer even if there are cost savings during actual construction and the Developer shall not be asked to contribute additional funds even if there are cost overruns during actual construction.

(b) Prior to the issuance of the first building permit for the first residential home to be constructed on the Phase I Property and following the City's approval of the construction drawings and issuance of all required permits, the Developer will construct approximately 715 linear feet of the CR 55 Water Line. If the Developer constructs the CR 55 Water Line as provided in this paragraph, the Developer shall not be reimbursed for any of the cost to design and construct the CR 55 Water Line or the cost of any payment and maintenance bond for the CR 55 Water Line.

(c) Prior to the issuance of the first building permit for the first residential home to be constructed on the Phase I Property and following the City's approval of the construction drawings and issuance of all required permits, the Developer will construct the Outparcel 55 Improvements consisting of approximately 608 linear feet of 12-inch water line. If the Developer constructs the Outparcel 55 Improvements as provided in this paragraph, the Developer shall be compensated for (i) 100 percent of the cost to design and construct the Outparcel 55 Improvements, and for (ii) 100 percent of the cost of any payment and maintenance bond for the Outparcel 55 Improvements, (collectively, the "CR 55 Reimbursable Costs").

(d) Prior to commencement of construction of the Outparcel 55 Improvements, the Developer shall submit to the City for review the proposed construction contracts and bids. The City may object to such contracts and bid amounts within 30 days of receiving them from the Developer if the City provides a bid from a qualified contractor willing to complete the work for at least 10 percent less than the proposed Developer bid for the same work. The Developer and the City shall work together to construct the Outparcel 55 Improvements at a competitive cost; however, competitive bidding and performance bonds shall not be required. In addition, no security, such as a bond or letter of credit, shall be required from the Developer to secure completion of the Outparcel 55 Improvements, but a payment and maintenance bond shall be provided to the City by the Developer, as required by the City's subdivision regulations. The City shall be responsible for 100 percent of the cost of such bonds attributable to the Outparcel 55 Improvements.

4.03 On-Site Public Improvements.

(a) The On-Site Public Improvements shall include but not be limited to the master improvements for on-site sewer, as further described on Exhibit E (the "Master On-Site Sewer Improvements").

(b) The Developer agrees to complete construction of the portions of the Master On-Site Sewer Improvements as may be necessary to serve the respective phases of development of the Property following the City's approval of the construction drawings and issuance of all required permits and before City issuance of the first building permit in the respective phase developed on the Property.

(c) Prior to commencement of construction of the Master On-Site Sewer Improvements, the Developer shall submit to the City for review the proposed construction contracts and bids. The City may object to such contracts and bid amounts within 30 days of receiving them from the Developer if the City provides a bid from a qualified contractor willing to complete the work for at least 10 percent less than the proposed Developer bid for the same work. The Developer and the City shall work together to construct the Master On-Site Sewer Improvements at a competitive cost; however, competitive bidding and performance bonds shall not be required. In addition, no security, such as a bond or letter of credit, shall be required from the Developer to secure completion of the Master On-Site Sewer Improvements, but a payment and maintenance bond shall be provided to the City by the Developer, as required by the City's subdivision regulations. The City shall be responsible for the percent of the cost of such bonds attributable to the City's share of the Master On-Site Sewer Improvements, and the Developer shall be responsible for the remaining amount of the cost.

(d) The Developer's share of the costs of the Master On-Site Sewer Improvements for the 510 linear feet of 24-inch sewer line B, as shown on Exhibit E, is 41.81 percent of the total design and construction cost, and the City's share of the costs of the Master On-Site Sewer Improvements for the 510 linear feet of 24-foot sewer line B is the remaining 58.19 percent of the total design and construction cost.

(e) The Developer's share of the costs of the Master On-Site Sewer Improvements for the 2,000 linear feet of 18-inch sewer line A, as shown on Exhibit E, is 48.14 percent of the total design and construction cost, and the City's share of the costs of the Master On-Site Sewer Improvements for the 2,000 linear feet of 18-inch sewer line A is the remaining 51.86 percent of the total design and construction cost.

4.04 Off-Site Public Improvements.

(a) The Off-Site Public Improvements shall consist of off-site water and sewer improvements necessary to serve the Property, as further described on Exhibit F.

(b) The Developer agrees to complete construction of the portions of the Off-Site Public Improvements as may be necessary to serve the respective phases of development of the Property following the City's approval of the construction drawings and issuance of all required permits and before City issuance of the first building permit in the respective phase developed on the Property.

(c) Prior to commencement of construction of the Off-Site Public Improvements, the Developer shall submit to the City for review the proposed construction contracts and bids. The City may object to such contracts and bid amounts within 30 days of receiving them from the Developer if the City provides a bid from a qualified contractor willing to complete the work for at least 10 percent less than the proposed Developer bid for the same work. The Developer and

the City shall work together to construct the Off-Site Public Improvements at a competitive cost; however, competitive bidding and performance bonds shall not be required. In addition, no security, such as a bond or letter of credit, shall be required from the Developer to secure completion of the Off-Site Public Improvements, but a payment and maintenance bond shall be provided to the City by the Developer as required by the City's subdivision regulations. The City shall be responsible for the percent of the cost of such bonds attributable to the City's share of the Off-Site Public Improvements, and the Developer shall be responsible for the remaining amount of the cost.

(d) The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, required for the Off-Site Public Improvements which easements are depicted and described on Exhibit H (collectively, the "Off-Site Easements"). If, however, the Developer is unable to obtain one or more of the Off-Site Easements within sixty (60) days of commencing efforts to obtain the needed easements and right of way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, compensation awards or negotiated amounts for the condemned property interest, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Off-Site Easements can be acquired as soon as reasonably practicable. Before paying any negotiated amount to avoid legal proceedings and/or litigation, the City shall present the negotiated amount in writing to the Developer. The Developer shall have two (2) business days (or longer if indicated in writing by the City) to approve the negotiated amount or direct the City to proceed with legal proceedings and litigation.

If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. The City's share of the Off-Site Easements costs (other than any easement costs for the CR 53 Improvements which costs are included within the estimated cost to construct the CR 53 Improvements) is \$160,000 (the "City Easement Cost").

(e) The Developer's share of the costs of the water line A of the Off-Site Public Improvements, as shown on Exhibit F, is 41.00 percent of the total design and construction cost, and the City's share of the costs of the water line A of the Off-Site Public Improvements is the remaining 59.00 percent of the total design and construction cost. The Developer's share of the costs of the water line B of the Off-Site Public Improvements, as shown on Exhibit F, is 100.00 percent of the total design and construction cost.

(f) The Developer's share of the costs of the sewer Off-Site Public Improvements is 25.37 percent of the total design and construction cost, and the City's share of the costs of the sewer Off-Site Public Improvements is the remaining 74.63 percent of the total design and construction cost.

4.05 Cost Sharing.

(a) The City agrees that the Developer may fund its share of the costs of the Public Improvements from the proceeds of PID Bonds to the extent the improvements provide a special benefit to the Property.

(b) The City shall participate in the cost of the CR 1117 Reimbursable Costs, the CR 55 Reimbursable Costs, the City's Easement Cost, and the City's share of the costs associated with designing and constructing the On-Site Public Improvements and Off-Site Public Improvements (the "City/TIRZ Project Costs"). The City/TIRZ Project Costs shall be paid by the Developer. As consideration for such payment and in lieu of reimbursement, credits against PID assessments will be provided as describe in Section 6.03 below.

(c) The Developer shall have no obligation to fund or construct any public improvements or dedicate any right-of-way other than as described in this Agreement.

4.06 Construction Standards. All ordinances of the City establishing construction, engineering and building standards, as they presently exist or may in the future be adopted, shall apply to the Public Improvements and all other construction

ARTICLE V UTILITY SERVICE PLAN

5.01 General. It is anticipated that the Property will develop in two phases. Further, other areas within the City's corporate boundaries are expected to continue to develop over time. Accordingly, it is understood and agreed that a reliable long term source of treated water supply and wastewater treatment will be needed by the City so that utility capacities will be available at times and in amounts needed to meet the ultimate requirements of the Development and other areas of the City as they develop.

5.02 Water Service. The Parties acknowledge that the City has a CCN to provide retail water service to all of the Property. The Parties acknowledge and agree that water capacity will be needed in phases as the Development progresses. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the Property, including, without limitation, for the Developer's anticipated first phase of single family lots upon Developer's completion of the Off-Site Public Improvements. Based upon the foregoing, the Developer acknowledges and agrees to the City's designation as the sole and exclusive retail service provider to the Property. From time to time and within 10 days after receiving a written request from the Developer, the City will provide to the Developer a "will serve" letter confirming sufficient water capacity to serve the next phase of the Development.

5.03 Wastewater Service. The Parties acknowledge that the City has a CCN to provide retail sewer service to all of the Property. The Parties acknowledge and agree that sanitary sewer capacity will be needed in phases as the Property develops. The City represents

and confirms that it will provide sanitary sewer service at times and in amounts sufficient to meet the service demands of the Property, including, without limitation, for the Developer's anticipated first phase of single-family lots upon Developer's completion of the Off-Site Public Improvements. Based upon the foregoing, the Developer acknowledges and agrees to the City being designated as the sole and exclusive retail sewer service provider for the Property. From time to time and within ten business days after receiving a written request from the Developer, the City will provide to the Developer a "will serve" letter confirming sufficient sewer discharge capacity to serve the next phase of Development.

ARTICLE VI INFRASTRUCTURE FINANCING

6.01 PID Financing.

(a) On December 31, 2015, the City received from the Developer a petition for creation of the PID over 109.090 acres of the Property that is in compliance with the PID Act. Following approval of this Agreement, the City shall create the PID over the portion of the Property described in the petition to fund the Public Improvements that will confer a special benefit upon the Property within the PID, a portion of which Public Improvements are further described on **Exhibit G**. The costs shown on **Exhibit G** are estimates, and shall not be construed as caps on the cost of the Public Improvements.

(b) Concurrently with the Developer's submittal of the petition seeking creation of the PID, the Developer delivered to the City a petition for dissolution of the PID, which shall be held in trust by the City and used by the City to dissolve the PID if the Developer does not purchase the Property within 45 days after the Effective Date. Both the PID creation petition and the PID dissolution petition were executed by the owner of the Property in compliance with the requirements of the PID Act.

(c) As soon as reasonably practicable following a request by the Developer, provided the City confirms the bonds will not negatively impact the City's (i) credit rating, (ii) access to capital, or (iii) cost of capital, the City, in its sole discretion, may adopt an ordinance authorizing the issuance of the PID Bonds. The Developer's purchase of the Property is a prerequisite to the City's closing on the sale of the first series of PID Bonds. The City may, in the City's sole discretion, elect to defer the levy of any PID assessments against the Property until the City confirms that the Developer has purchased the Property and that this Agreement will not be void ab initio as provided in Section 2.03. The PID Bonds for Phase 1 and for Phase 2 may each have a "Series A", followed by a "Series B" for additional funding or refunding, ~~if and if~~ approved by the City, to accomplish the financial structure reflected in **Exhibit I**. The Series a PID Bonds maximum maturity is 30 years and the maximum tax equivalent assessment is \$0.7739. The Series B PID Bonds may not extend the maturity of the PID Bonds being refunded, and debt service savings will be allocated on a proportional basis between the bond debt services of the non-TIRZ offset assessments and bond debt service offset by TIRZ revenue allocation and the TIRZ participation reduced accordingly. or, if for Series B PID Bonds issued for additional funding may not extend beyond the maturity of the Series ~~AA~~ PID Bonds. Further, any Series B

PID Bonds cannot cause an increase in PID assessments in the phase for which the Series B PID Bonds are issued.

(d) PID funding of the Public Improvements, as authorized by the PID Act and approved by the City, will include to the maximum extent authorized by State law: (i) annual payments by each owner to the City of PID assessments; (ii) the issuance by the City of PID Bonds secured by such assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; and (iv) any other method approved by the Parties.

(e) The Public Improvements to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects").

(f) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for all Public Improvements funded with the proceeds of PID Bonds. The total of all PID Bonds shall not exceed \$15 million without City Council approval of an increase.

(g) The City and the Developer will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the City Secretary for public inspection, the City will levy special assessments against the Property. The levy of assessments will be completed on a phased basis with all of the assessments for each phase levied before the issuance of PID Bonds for that phase. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs, as long as the amount of assessment does not increase and the number of years to pay the assessment is not extended. As needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs from PID Bond proceeds or from the annual collection of installment payments on PID assessments.

(h) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Developer to secure its obligation to pay such deficit and cost overruns by depositing cash with the City, to be placed in the appropriate fund, prior to the issuance of the PID Bonds. The net proceeds from the sale of

the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

6.02 Costs for Non-Bank Qualified Debt. If in any calendar year (including 2016) the City issues PID Bonds that would constitute a bank qualified debt issuance but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including either bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The City shall calculate the PID Bond Fee for all series of PID Bonds and notify Developer of the total amount due at least ten (10) business days prior to pricing the first series of PID Bonds. The Developer agrees to pay the estimate of the PID Bond Fee to the City on the later of (i) five (5) business days prior to pricing of any series of PID Bonds or other City debt, or (ii) five (5) business days after receiving notice from the City of the estimated amount of PID Bond Fee due to the City. The City shall not be required to price or sell any series of PID Bonds until the Developer has paid the PID Bond Fee.

To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid all or a part of a PID Bond Fee estimate for any particular calendar year, any such PID Bond Fee estimate paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the estimated PID Bond Fee. The City will deposit all payments of a PID Bond Fee estimate received from a developer or owner (including the Developer, as applicable) into a segregated account until such time as (1) the City transfers the funds to a capital improvement project fund in conjunction with issuing City debt; and/or (2) the City refunds a portion of the PID Bond Fee estimate consistent with the pro rata formula above within 10 days of issuing PID Bonds. On or before January 15th of the following calendar year, the final PID Bond Fee shall be calculated. By January 31st of such year, any funds in excess of the final PID Bond Fee that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the developers or owners (including the Developer, as applicable) and any deficiencies in the estimated PID Bond Fee paid to the City by any developer or owner (including the Developer, as applicable) shall be remitted to the City by the respective developer or owner (including the Developer, as applicable).

Notwithstanding anything contained herein to the contrary, under no circumstances shall the PID Bond Fee payable by the Developer during calendar year 2016 exceed \$50,000.

6.03 TIF Financing.

(a) The City will, on its own initiative and in compliance with the TIF Act, and as a condition to Developer's obligations to construct the CR 1117 Improvements, the Outparcel 55 Improvements, the portion of the On-Site Public Improvements and the Off-Site Public Improvements benefitting development of phase one of the Property, do the following by June

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The current estimate is \$45 thousand and ca
up by the issuance of more bonds than proje
if other PID bonds are issued it will be redu
So why is this needed.

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30, 2016: (i) create the TIRZ over the Phase I Property with a maximum term of 30 years or until the allocation of Bonds that funded the City Infrastructure and are offset with TIRZ revenues allocation are paid off; (ii) approve a project and finance plan that dedicates to the tax increment fund 48.96[42%] percent of all City real property ad valorem taxes from the TIRZ during the Term (the "TIF Fund") to compensate the Developer for expenditures related to all qualified project costs approved in the project plan and financing plan, which expenditures shall include the City/TIRZ Project Costs; and (iii) approve an agreement granting all TIF Fund revenue as a credit against PID assessments for the term of each series of PID bonds. The agreement will provide for an offset or credit against the PID assessments levied against the Property (on a parcel-by-parcel basis as described in the PID service and assessment plan) in an annual amount equal to the cash balance of the TIF Fund during each calendar year (collectively, the "Annual Credit Amount"). More details of the financial structure of the TIRZ are set forth in Exhibit I, attached hereto and incorporated as if fully set forth herein. The City will prepare each year an updated PID assessment roll confirming the amount of the annual installment owed on PID assessments and the reduced assessment amount burdening the Property after the City applies against the annual installment for the Annual Credit Amount.

(b) The City will, on its own initiative and in compliance with the TIF Act, and as a condition to Developer's obligations to construct the CR 1117 Improvements, the Outparcel 55 Improvements, the portion of the On-Site Public Improvements and the Off-Site Public Improvements benefitting development of phase two of the Property, do the following: (i) amend the TIRZ to include the second phase of development of the Property or create a new TIRZ over the second phase; and (ii) extend the term of the TIRZ, if needed. The term of the expanded TIRZ or second TIRZ shall be the shorter of the term of the PID Bonds issued by the City, ~~or~~ thirty (30) years from the date of expansion or creation, or until the allocation of Bonds that funded the City Infrastructure and are offset with TIRZ revenues allocation are paid off

ARTICLE VII EVENTS OF DEFAULT; REMEDIES; PID NOTICES

7.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five (5) business days after written notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and thirty (30) days after written notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received notice under this Section 7.01 cannot cure an alleged failure to perform within thirty (30) days after receipt of written notice, such Party shall give written notice to the other Party within such thirty (30) day period (a) stating that the Party cannot cure the alleged failure within thirty (30) days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within thirty (30) days after the initial written notice of the alleged failure has been given.

7.02 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement; or
- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) limit the term.

7.03 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Agreement.

THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER.

7.04 PID Notices. When selling any of the Property, the Developer shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID Bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer and subsequent owners shall require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. Notwithstanding Article IX, this Section 7.04 applies to all owners of all or any portion of the Property.

ARTICLE VIII ASSIGNMENT AND ENCUMBRANCE

8.01 Assignment by Developer to Successor Developers.

(a) The Developer has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property (a) without City consent, but with notice to the City, if the Assignee is an entity that is controlled by or under common control by the Developer; or (b) with the City's prior written consent, if to any other person or entity, provided that the Developer is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Developer" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee.

(b) Notice of each proposed assignment to an Assignee shall be provided to the City at least 15 days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Assignee who the City may contact for additional information regarding the experience and background of the Assignee.

(c) Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the Assignee acknowledged by a notary public that the Assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Developer shall not be released until the City receives such copy of the assignment.

(d) No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(e) The Developer shall maintain written records of all assignments made by the Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.02 Assignment by the City. The City shall not assign this Agreement.

8.03 Encumbrance by Developer and Assignees. The Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with written notice to the City within ten (10) days of the execution of such document. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial unless otherwise agreed to in writing by lender and the City. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all

defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.04 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements, as required by the Subdivision Regulations and State law.

8.05. **DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(a) **THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:**

(i) **THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

(A) **TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**

(B) **VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**

(C) **NUISANCE.**

(ii) **ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.**

(iii) **ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE**

AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC IMPROVEMENTS.

(b) THIS SECTION 8.05 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IX RELEASES AND ESTOPPEL CERTIFICATES

9.01 Releases. From time to time upon the written request of the Developer, the City shall execute, in recordable form, a release of this Agreement if the Developer's obligations under this Agreement have been satisfied, subject to the continued application of the Governing Regulations. The Developer shall pay the City \$1,000 at the time of the Developer's request for a release for each release in excess of one per calendar year.

9.02 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City \$1,000 at the time of the Developer's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X ADDITIONAL PROVISIONS

10.01 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City:	Attn: Mike Foreman, City Manager City of Celina 302 W. Walnut St. Celina, Texas 75009 E-mail: mforeman@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP 512 W. Hickory St., Ste. 100 Denton, TX 75206 E-mail: lvanzant@hbwvllaw.com TEL: (940) 387-3518 FAX: (866) 580-1744
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, P.L.L.C. 6351 Preston Rd., Ste. 350 Frisco, Texas 75034 E-mail: julie@txmunicipallaw.com TEL: (972) 668-6400 FAX: (972) 668-6414
To the Developer:	Attn: Frank Murphy Wynne/Jackson, Inc. 600 N. Pearl, Suite 650, LB 149 Dallas, Texas 75201 E-mail: fmurphy@wynnejackson.com TEL: (214) 880-8792 FAX: (214) 880-8709

With a copy to: Attn: Misty Ventura
 Shupe Ventura Lindelow & Olson, PLLC
 9406 Biscayne Blvd.
 Dallas, Texas 75218
 E-mail: misty.ventura@svlandlaw.com
 TEL: (214)328-1101
 FAX: (800) 519-3768

10.03 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. In addition, to the extent the City fails to provide adequate and continuous retail water and sewer service in accordance with the requirements of the CCNs, the Owner does not waive (and expressly reserves) the right to seek retail water and sewer services from an alternative provider and, if required to obtain such services, seek decertification of the CCNs.

10.04 Water Wells. To the extent allowed by state law, water wells may be drilled within the Property for the limited purposes of providing construction water, irrigation water and water required for amenity lakes and other water features; subject, however, to all applicable rules and regulations of Collin County, the City, and the Texas Commission on Environmental Quality or other State agency having regulatory authority.

10.05 Outer Loop Buffer. When the Developer makes application to the City for a general development plan for all or any portion of the property, if any lot shown on the general development plan is within 100-feet of the then current or proposed Collin County Outer Loop right-of-way (the "Outer Loop ROW"), that portion of the lot within such 100-foot buffer zone (the "Affected Lots") shall include the following landscaping:

(a) A minimum 20-foot wide landscape buffer will be required between the Affected Lots and the Outer Loop ROW with the eastern end beginning at CR 1117 (the "Landscape Buffer").

(b) In the event that the Affected Lots are separated from the Outer Loop ROW by a street, then the Landscape Buffer shall be placed between the street and the Outer Loop ROW for the length of the Affected Lots.

(c) Evergreen trees similar in type to cedar trees will be planted within the Landscape Buffer with maximum spacing of 20 foot on center with minimum size at time of planting of 3" caliper.

(d) The Landscape Buffer shall be irrigated and the Landscape Buffer shall be dedicated to and maintained by the homeowners association to be created for the Property.

10.06 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.07 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

10.08 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.09 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.

10.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.11 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.12 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

10.13 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.

10.14 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit A	Metes and Bounds Description of Property
Exhibit A-1	Metes and Bounds Description of Phase I Property
Exhibit B	Depiction of Property
Exhibit B-1	Depiction of Phase I Property and Phase II Property
Exhibit C	Description of CR 1117 Improvements and the Flexbase 1117 Improvements
Exhibit D	Description of CR 55 Improvements
Exhibit E	Description of the On-Site Public Improvements
Exhibit F	Description of Off-Site Public Improvements
Exhibit G	Description of a Portion of the PID Projects
Exhibit H	Depiction and Description of Off-Site Easements
Exhibit I	Description of Series A and B PID Bond Structure and TIRZ Financial Model

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On _____, 2016, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

Notary Public in and for the State of TEXAS

OWNER: Wynne Jackson, Inc.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

 This instrument was acknowledged before me on _____, 2016, by
_____, _____, of Wynne Jackson,
Inc., a _____ on behalf of said _____.

Notary Public in and for the State of Texas

Exhibit A
Metes and Bounds Description of Property

Exhibit A – Page 1

[Error! No property name supplied.](#)2261.010.47931.23

Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit A-1
Metes and Bounds Description of Phase I Property

Exhibit A-1 – Page 1

[Error! No property name supplied.](#)2261.010.47931.23

Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit B
Depiction of Property

Exhibit B – Page 1

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Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit B-1
Depiction of Phase I and Phase II Property

Exhibit B-1 – Page 1

[Error! No property name supplied.](#)2261.010.47931.23

Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit C
Description of CR 1117 Improvements and the Flexbase 1117 Improvements

Exhibit C – Page 1

[Error! No property name supplied.](#)2261.010.47931.23

Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit D
Description of CR 55 Improvements

Exhibit D – Page 1

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Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit E
Description of the On-Site Public Improvements

Exhibit E – Page 1

[Error! No property name supplied,2261.010,47931.23](#)

Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit F
Description of Off-Site Public Improvements

Exhibit F – Page 1

[Error! No property name supplied.](#)2261.010.47931.23

Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit G
Description of a Portion of the PID Projects

Exhibit G – Page 1

[Error! No property name supplied,2261.010,47931.23](#)

Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit H
Depiction and Description of Off-Site Easements

Exhibit H – Page 1

[Error! No property name supplied.](#)2261.010.47931.23

Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

Exhibit I
Description of Series A and B PID Bond Structure and TIRZ Financial Model

Exhibit I – Page 1

[Error! No property name supplied.](#)2261.010.47931.23

Attachment: LEGAL-#47931-v23-G_Bar_7_Development_Agreement - JSS comments (1563 : G-Bar 7 Development Agreement)

LEGEND:

EXISTING WATER LINE - - - - -

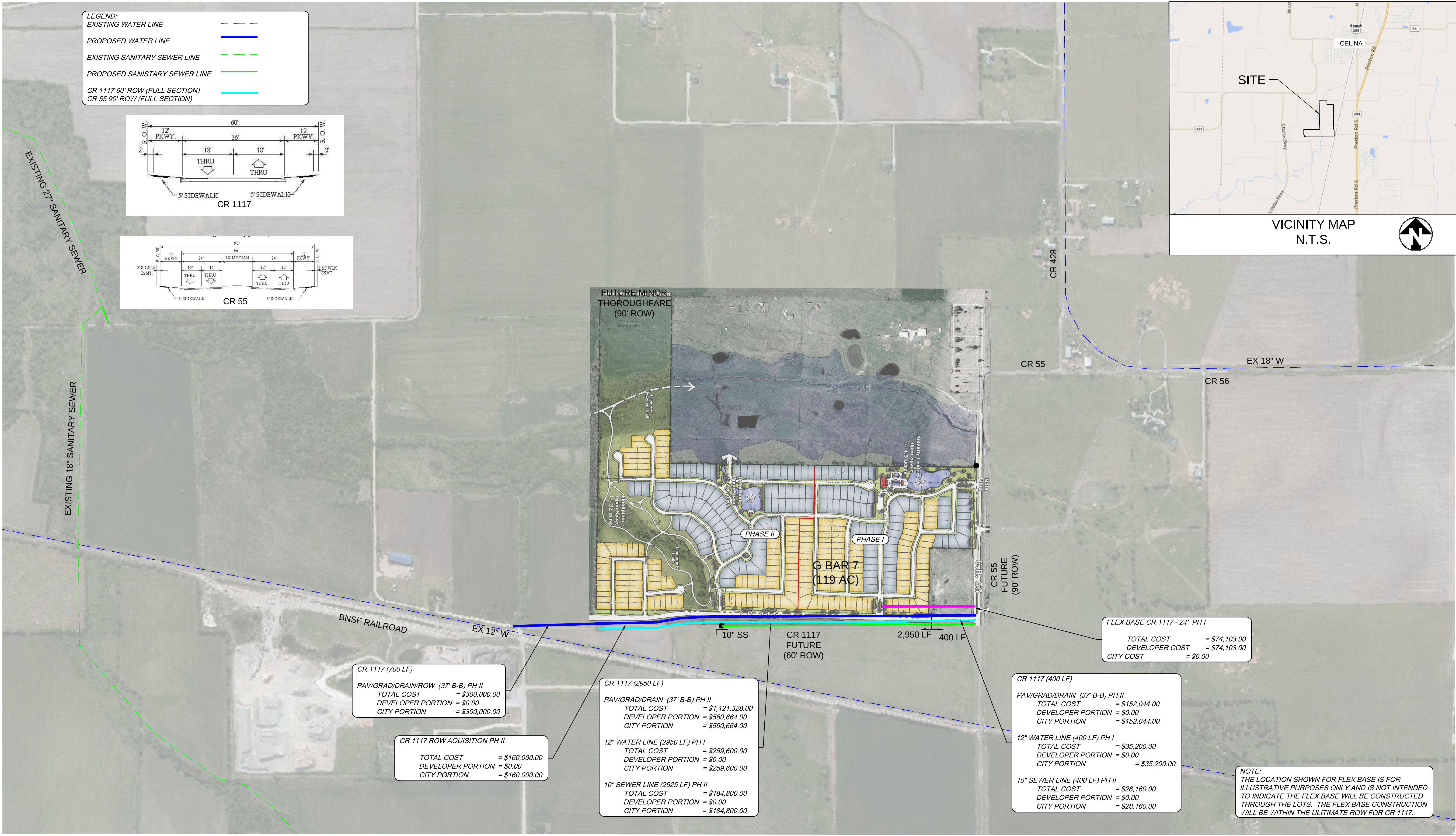
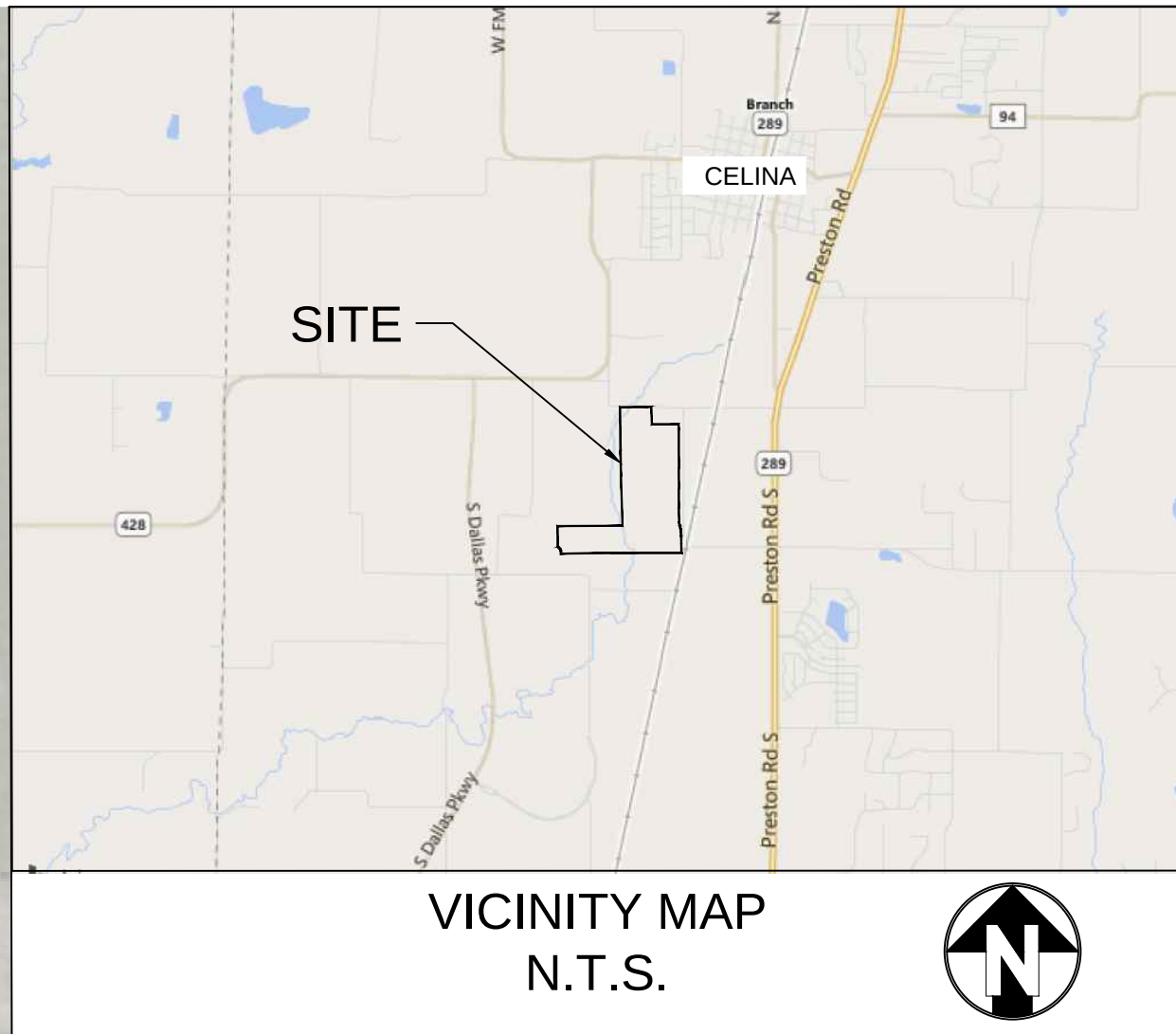
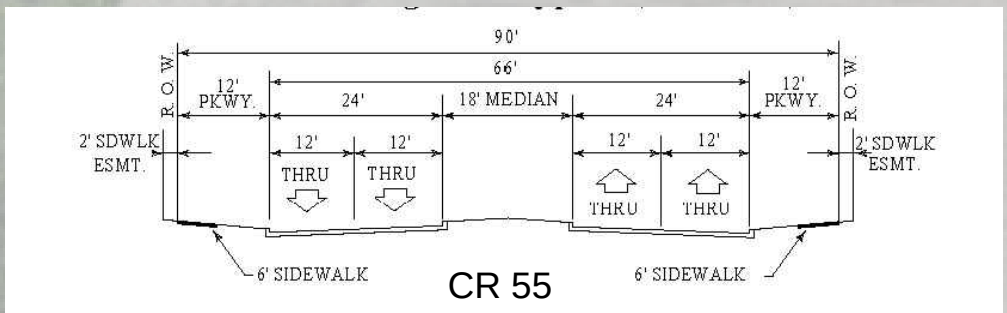
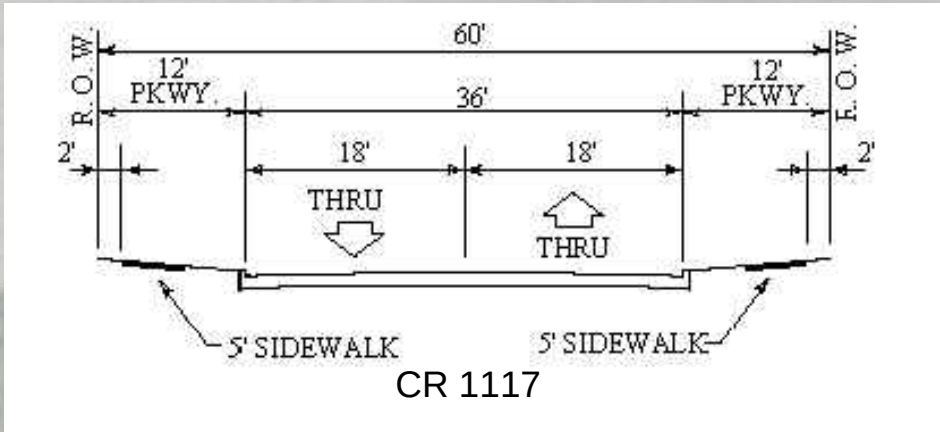
PROPOSED WATER LINE —————

EXISTING SANITARY SEWER LINE - - - - -

PROPOSED SANITARY SEWER LINE —————

CR 1117 60' ROW (FULL SECTION)

CR 55 90' ROW (FULL SECTION)



CR 1117 (700 LF)
PAV/GRAD/DRAIN/ROW (37' B-B) PH II
TOTAL COST = \$300,000.00
DEVELOPER PORTION = \$0.00
CITY PORTION = \$300,000.00

CR 1117 ROW AQUISITION PH II
TOTAL COST = \$160,000.00
DEVELOPER PORTION = \$0.00
CITY PORTION = \$160,000.00

CR 1117 (2950 LF)
PAV/GRAD/DRAIN (37' B-B) PH II
TOTAL COST = \$1,121,328.00
DEVELOPER PORTION = \$560,664.00
CITY PORTION = \$560,664.00

12" WATER LINE (2950 LF) PH I
TOTAL COST = \$259,600.00
DEVELOPER PORTION = \$0.00
CITY PORTION = \$259,600.00

10" SEWER LINE (2625 LF) PH II
TOTAL COST = \$184,800.00
DEVELOPER PORTION = \$0.00
CITY PORTION = \$184,800.00

FLEX BASE CR 1117 - 24' PH I
TOTAL COST = \$74,103.00
DEVELOPER COST = \$74,103.00
CITY COST = \$0.00

CR 1117 (400 LF)
PAV/GRAD/DRAIN (37' B-B) PH II
TOTAL COST = \$152,044.00
DEVELOPER PORTION = \$0.00
CITY PORTION = \$152,044.00

12" WATER LINE (400 LF) PH I
TOTAL COST = \$35,200.00
DEVELOPER PORTION = \$0.00
CITY PORTION = \$35,200.00

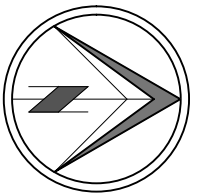
10" SEWER LINE (400 LF) PH II
TOTAL COST = \$28,160.00
DEVELOPER PORTION = \$0.00
CITY PORTION = \$28,160.00

NOTE:
THE LOCATION SHOWN FOR FLEX BASE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO INDICATE THE FLEX BASE WILL BE CONSTRUCTED THROUGH THE LOTS. THE FLEX BASE CONSTRUCTION WILL BE WITHIN THE ULTIMATE ROW FOR CR 1117.



G Bar 7

EXHIBIT C
CELINA, TX
04.08.16





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: G-Bar 7 PID Public Hearing and Creation.

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act on a resolution creating the G-Bar 7 Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code; being an approximately 109.090 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167 and generally located south of CR 55, north of CR 53, west of CR 1117, and east of CR 52, within the City of Celina, Texas (G-Bar7 PID) (Liebman)

Background Information:

Staff received a petition from G-Bar 7 LTD. to create a Public Improvement District on approximately 109.09 acres within Celina's City Limits. Proceeds from the Public Improvement District will be used for constructing on-site and off-site infrastructure improvements. Developer will also use its own cash towards constructing infrastructure (roads, water, sewer, etc.) to create buildable lots, which will ultimately be sold to various home builders providing homes for sale to create taxable value. Each home will have a PID assessment levied against it, based on a service and assessment plan and assessment roll, which assessment is collected with and in addition to the City's ad valorem taxes each year. Some of the off-site improvements being funded by the developer are the City's responsibility to provide and a credit to the Developer for such City obligations will be provided to Developer as set forth in a development agreement.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The estimated total costs of the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$15,000,000 which costs shall be paid by assessment of the property owners within the proposed District.

Legal Review:

The City's Land Use Attorney has drafted the proposed resolution.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval of the resolution.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING
AND CREATING THE G BAR 7 PUBLIC IMPROVEMENT DISTRICT IN
ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL
GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS;
AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, on December 31, 2015, G Bar 7, Ltd., a Texas Limited Partnership, (the “Petitioner”) submitted and filed with the City Secretary of Celina a petition (the “Petition”) requesting the establishment of a public improvement district for property within the corporate limits of the City of Celina; and

WHEREAS, the Petition requested the creation of the G Bar 7 Public Improvement District (the “District”), which District is located within the corporate limits of the City of Celina and more particularly depicted in Exhibit A and described by metes and bounds in Exhibit B (the “Property”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of Celina (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Celina Record*, newspaper of general circulation in Celina, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted public hearings on the advisability of the improvements and services on February 9, 2016, March 8, 2016, and March 29, 2016; and

WHEREAS, the City Council of Celina completed and closed the public hearing on the advisability of the improvements and services on April 12, 2016.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to Celina by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council of Celina, after considering the Petition and the evidence and testimony presented at the public hearings on February 9, 2016, March 8, 2016, March 29, 2016, and April 12, 2016 hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of Celina and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act (the “Authorized Improvements”) that are necessary for the development of the Property, which Authorized Improvements will include: street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; 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, walkways, sidewalks and landscaping; acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; payment of costs associated with operating and maintaining the public improvements listed above; and payment of costs associated with developing and financing the public improvements listed above, and costs of establishing, administering, and operating the District (the “Authorized Improvements”). These Authorized

Improvements shall promote the interests of Celina and confer a special benefit upon the Property.

(c) Estimated Costs of the Authorized Improvements and Apportionment of Costs.

The estimated total costs of the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$23,000,000 which costs shall be paid by assessments levied on the Property within the District. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property, and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The developer of the Property (the “Developer”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

(d) Boundaries of the District. The District is proposed to include approximately 109.090 acres of land generally located in the area encompassed directly south of CR 55, north of CR 53, directly adjacent to the west side of CR 1117, and east of Private Road 5281 and CR 52, and as more particularly depicted in Exhibit A attached hereto, and as more properly described in the metes and bounds described in Exhibit B attached hereto.

(e) Proposed Method of Assessment. Celina shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full at any time, and certain assessments may be paid in annual installments, with interest. 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 assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).

(f) **Management of the District.** The District shall be managed by Celina, with the assistance of a consultant, who shall, from time to time, advise Celina regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The G Bar 7 Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Celina Record*, newspaper of general circulation in Celina. Effective upon the publication of such notice, the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED on the 12th day of April, 2016.

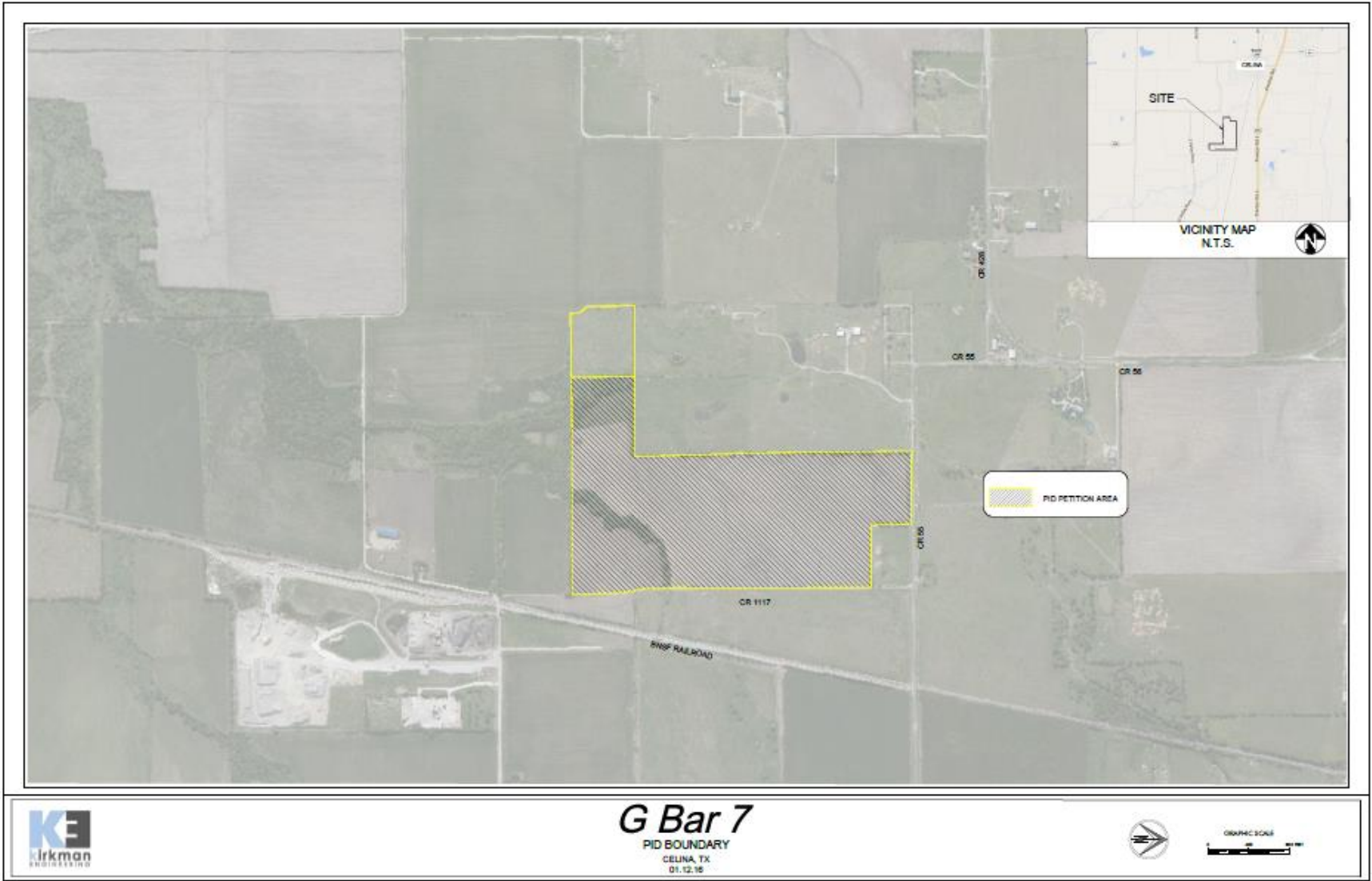
ATTEST:

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Attachment: 2015.001.015a Resolution Creating the PID G Bar 7 (1562 : G-Bar 7 PID PH and Creation)

EXHIBIT A
PROPERTY DEPICTION



Attachment: 2015.001.015a Resolution Creating the PID G Bar 7 (1562 : G-Bar 7 PID PH and Creation)

EXHIBIT B
PROPERTY METES AND BOUNDS DESCRIPTION
(109.090 Acres)

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas, the subject tract being all of a tract conveyed as Tract 1, and all of a tract conveyed as Tract 2, to G Bar 7, Ltd. according to the deed recorded in Volume 5850, Page 990 of the Deed Records, Collin County, Texas (DRCCT), the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in County Road 1117, a prescriptive right-of-way, for the easterly northwest corner of a tract conveyed to Old Celina, Ltd., recorded in Volume 5398, Page 693 DRCCT;

THENCE S 00°22'51" E, along said road, passing at 2331.03 feet a 1/2" iron rod found for the lower southwest corner of said Old Celina tract, and continuing a total distance of 2973.39 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of a tract conveyed to Mitch Goldmiz, recorded in Volume 4250, Page 2347 DRCCT, and from which a 1/2" iron rod found for the northeast corner of said Goldmiz tract bears N 89°42'07" E, 53.87 feet;

THENCE S 89°42'07" W, along the north line of said Goldmiz tract, passing at 1619.88 feet the northwest corner thereof and for the northeast corner of a tract conveyed to Celina Tork, Ltd., recorded in Document No. 20070214000210230 of the Official Public Records, Collin County, Texas (OPRCCT), and continuing along the north line thereof a total distance of 2096.78 feet to a point for corner;

THENCE N 00°33'26" W, 638.31 feet departing the north line thereof to a point on the south line of a tract conveyed to Jack Semones and Betty Semones, recorded in Document No. 93-0052600 OPRCCT;

THENCE along the common line thereof, the following:

S 89°45'29" E, 155.72 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 89°41'42" E, 300.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 89°09'42" E, 96.60 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 89°46'18" E, 216.40 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set, from which a 1" iron pipe found (bent) bears S 68°51'06" W, 1.66 feet;

N 00°05'42" E, 142.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 00°47'18" W, 500.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 00°30'18" W, 73.00 feet to a 1/2" iron rod found;

And N 00°45'18" W, 427.87 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of a tract conveyed to the Hollingsworth Irrevocable Trust, recorded in Document No. 20130411000490940 OPRCCT;

THENCE N 00°51'41" W, 590.35 feet along the east line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of a tract conveyed to United Realtors, LLC, recorded in Document No. 20120314000298850 OPRCCT;

THENCE along the east line thereof, the following:

N 00°40'44" W, 318.30 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 00°21'29" W, 90.50 feet to a 1/2" iron rod with plastic cap found;

N 00°26'29" W, 300.00 feet to a 1/2" iron rod with plastic cap found;

N 00°59'29" W, 213.00 feet to a 1/2" iron rod with plastic cap found;

And N 01°20'29" W, passing at 67.90 feet a 1/2" iron rod with plastic cap found for the northeast corner of said United Realtors tract, and continuing a total distance of 91.37 feet to a point in County Road 55, a prescriptive right-of-way, and being on the south line of another tract conveyed to Old Celina, Ltd., recorded in Volume 5208, Page 3403 DRCCT;

THENCE N 89°18'21" E, 722.80 feet along County Road 55 and said second Old Celina tract, to a point for the upper northwest corner of the first mentioned Old Celina tract;

THENCE S 00°23'50" E, along the upper west line of the first mentioned Old Celina tract, passing at 45.08 feet a 1/2" iron rod found for witness, and passing at 59.76 feet a 1/2" iron rod with plastic cap found for witness, continuing along the common line thereof a total distance of 419.77 feet to a 1/2" iron rod with plastic cap found for the inset northwest corner of the first mentioned Old Celina tract;

THENCE N 89°09'44" E, continuing along the common line thereof, passing at 604.25 feet a 1/2" iron rod with plastic cap found for witness, continuing along the common line thereof a total distance of 623.17 feet to the POINT OF BEGINNING with the subject tract containing 4,751,965 square feet or 109.090 acres of land.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: G-Bar 7 TIRZ Public Hearing Resolution

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas generally located at the southwest corner of County Road 55 and County Road 1117 and consisting of approximately ± 41.499 acres of land located in the Collin County School Land Survey #14, Abstract No. 167; authorizing the issuance of notice by the city secretary of Celina, Texas, regarding the public hearing; and directing the city to prepare a preliminary reinvestment zone financing plan. (G Bar 7 TIRZ) (Liebman)

Background Information:

The City received an application from G-Bar 7 LTD. To create a Tax Increment Reinvestment Zone for approximately on July 1, 2015. The public hearings will take place at the City Council Meeting on May 10, 2016.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney has drafted the proposed resolution

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval of the resolution.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE CITY OF CELINA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN

WHEREAS, the City of Celina, Texas (the “City”), is authorized under Chapter 311 of the Texas Tax Code, as amended (the “Act”), to create a tax increment reinvestment zone within its city limits;

WHEREAS, the City Council of the City (the “City Council”) wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the City (the “Zone”) with the boundaries being described in the metes and bounds attached as **Exhibit A**; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City not later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on May 10, 2016 on the creation of the Zone.

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

Section 1. That a public hearing is hereby called for May 10, 2016, at 5:00 p.m. (or later) at First United Methodist Church, 112 N. Colorado Street, Celina, Texas 75009, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

Section 2. At such time and place the City Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance authorizing the creation of the Zone.

Section 3. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

Section 4. The City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City on or before April 29, 2016.

Section 5. Before the May 10, 2016 hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 12TH DAY OF APRIL, 2016.

ATTEST:

Sean Terry, Mayor

Vicki Faulkner, City Secretary

Attachment: 2015.001.016 - TIRZ Resolution calling public hearing G Bar 7 (1570 : G-Bar 7 TIRZ PH Resolution)

EXHIBIT A**Metes and Bounds for the Zone**

(41.499 Acres)

BEING a 41.499 acre tract of land situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas, being a portion of that tract of land described by deed to G BAR 7 LTD. as recorded in Volume 5850, Page 990, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found within a gravel road posted and under apparent public use as County Road 1117 for the most easterly northeast corner of the herein described tract, same being an inner ell comer of a tract of land described by deed to Old Celina, Ltd. as recorded in Volume 5398, Page 693, O.P.R.C.C.T.;

THENCE South 00 degrees 22 minutes 38 seconds East, with the most southerly west line of said Old Celina Ltd. tract and within said County Road 1117, a distance of 1178.05 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 887.24 feet to a point for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, a distance of 140.02 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 300.05 feet to a point for corner;

THENCE South 00 degrees 33 minutes 39 seconds West, a distance of 15.66 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 150.02 feet to a point for corner, said point being in the east line of a tract of land described by deed to Chris Hollingsworth, Trustee of the Hollingsworth Irrevocable Trust, as recorded under Instrument Number 20130411000490940, O.P.R.C.C.T.;

THENCE North 00 degrees 51 minutes 28 seconds West, with the east line of said Hollingsworth tract, a distance of 442.61 feet to a point for the northeast corner thereof, same being the southeast corner of a tract of land described by deed to United Realtors, LLC, as recorded under Instrument Number 20120314000298850, O.P.R.C.C.T.;

THENCE North 00 degrees 40 minutes 31 seconds West, with the east line of said United Realtors tract, a distance of 318.30 feet to a point for corner.

THENCE North 00 degrees 21 minutes 16 seconds West, with the east line of said United Realtors tract, a distance of 90.50 feet to a point for corner;

THENCE North 00 degrees 26 minutes 16 seconds West, with the east line of said United Realtors tract, a distance of 300.00 feet to a point for corner;

THENCE North 00 degrees 59 minutes 16 seconds West, with the east line of said United Realtors tract, a distance of 213.00 feet to a ½ inch iron rod with cap stamped "Alliance" found for corner;

THENCE North 01 degree 20 minutes 16 seconds West, partially with the east line of said United Realtors tract, a distance of 91.37 feet to a point for corner within County Road 55;

THENCE North 89 degrees 18 minutes 34 seconds East, within said County Road 55, a distance of 722.80 feet to a point for corner, same being the northwest corner of said Old Celina Ltd. tract;

THENCE South 00 degrees 23 minutes 37 seconds East with the most northerly west line of said Old Celina Ltd. tract, passing at a distance of 59.67 feet a ½ inch iron rod with cap stamped "#3258" found, continuing on said course for a total distance of 419.77 feet to a point for corner, same being the most westerly southwest corner of said Old Celina Ltd. tract;

THENCE North 89 degrees 09 minutes 57 seconds East, with the most westerly south line of said Old Celina Ltd. tract, passing at a distance of 604.10 feet a ½ inch iron rod found, continuing on said course for a total distance of 623.17 feet to the **POINT OF BEGINNING** and containing 41.499 acres of land, more or less, and being subject to any and all easements that may affect.

EXHIBIT B
City of Celina City Council
Notice of Public Hearing
On Creation of Reinvestment Zone

THE CELINA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY MAY 10, 2016 AT 5:00 P.M. AT THE FIRST UNITED METHODIST CHURCH, 112 N. COLORADO STREET, CELINA, TEXAS, 75009 ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF CELINA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY ±41.499 ACRES GENERALLY LOCATED IN THE CITY OF CELINA, TEXAS IN COLLIN COUNTY, AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF COUNTY ROAD 55 AND COUNTY ROAD 1117, AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT CELINA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, CELINA CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE.

Attachment: 2015.001.016 - TIRZ Resolution calling public hearing G Bar 7 (1570 : G-Bar 7 TIRZ PH Resolution)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Westgate 96 PD

Action Requested:

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

Background Information:

Staff requests that this item be tabled until the City Council meeting on May 10, 2016 while the applicant determines if they wish to proceed with this zoning case.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends that the public hearing be continued until the City Council meeting on May 10, 2016



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: April 12, 2016
Re: Martin Marietta Replat

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon a replat of Lots 1R, 2R, 3R, and 4R, Block 1 of the TXI Addition, being a replat of TXI Addition, Lots 1, 2, 3, and 4, Block 1, being an 89.562 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, and generally located south of CR 53 and approximately 1,350 feet west of Preston Road (State Highway 289). (Liebman)

Background Information:

The applicant is replatting the Martin Marietta site in order to reserve right-of-way for the Collin County Outer Loop, provide for a new gas line easement, and to establish fire lanes on the site.

Supporting Documents:

Plat Exhibit

Legal Review:

N/A

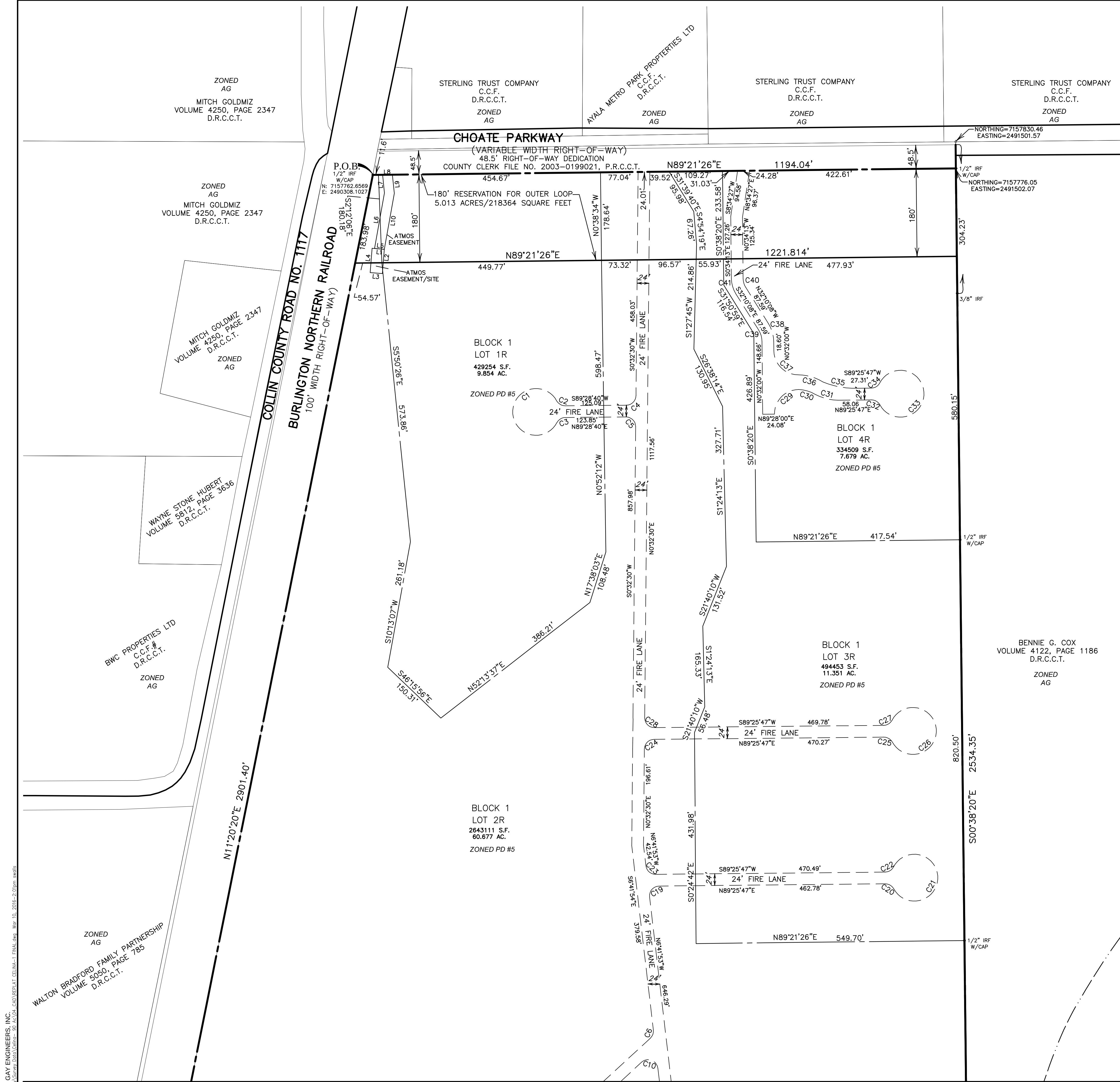
Board/Committee Recommendation:

At their regular meeting on March 15, 2016, the Planning and Zoning Commission voted unanimously to recommend approval of the replat.

Staff Recommendation:

Staff recommends approval.

BROWN & GAY ENGINEERS, INC.
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LEGEND

- CIRF IRON ROD WITH YELLOW PLASTIC CAP STAMP FOUND
CIRS IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BGE" SET
IRF IRON ROD FOUND
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
R.P.R.C.C.T. REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
C.C.F.# COUNTY CLERK FILE NUMBER
VOL. VOLUME
PG. PAGE
ROW RIGHT-OF-WAY

NOTE:

- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
- The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
- The undersigned does hereby covenant and agree that the access easement may be utilized by site personnel for ingress and egress for pedestrian and vehicular access, and for the Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said premises.

FLOOD NOTE:

INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS PRECLUDE A SURVEYOR FROM CERTIFYING TO THE ACCURACIES OF LOCATIONS BASED ON SUCH MAPS.

ALL FLOODPLAIN INFORMATION ON THIS SURVEY IS FOR GRAPHICAL DEPICTION ONLY, AS SCALED OFF OF FIRM PANEL MAP #48085C0120J, FOR COLLIN COUNTY, TEXAS.

SUBJECT PROPERTY APPEARS TO BE SITUATED WITHIN FEMA ZONE (X): DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AND FEMA ZONE (A): DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD (NO BASE FLOOD ELEVATIONS DETERMINED).

Curve Table					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	304°53'36"	47.89'	254.86'	S0°34'16"E	44.31'
C2	60°30'27"	20.00'	21.12'	S60°19'00"E	20.15'
C3	60°30'27"	20.00'	21.12'	S59°10'33"W	20.15'
C4	90°00'00"	20.00'	31.42'	S44°25'47"W	28.28'
C5	87°44'00"	19.99'	30.61'	N44°25'38"W	27.71'
C6	54°00'51"	20.00'	18.85'	N20°18'33"E	18.16'
C7	61°55'39"	20.00'	21.62'	N78°16'48"E	20.58'
C8	303°51'18"	48.00'	254.56'	S42°41'01"E	45.18'
C9	61°55'39"	20.00'	21.62'	S16°21'09"W	20.58'
C10	125°59'09"	20.00'	43.98'	N69°41'27"W	35.64'
C11	60°55'28"	20.00'	21.27'	N17°57'45"E	20.28'
C12	303°50'45"	48.00'	254.55'	N76°30'07"E	45.18'
C13	61°19'05"	20.00'	21.40'	S44°33'24"E	20.40'
C14	101°03'16"	20.00'	35.27'	S38°54'21"W	30.87'
C15	61°55'40"	20.00'	21.62'	N59°36'25"W	20.58'
C16	303°51'23"	48.00'	254.56'	N0°34'16"W	45.18'
C17	61°55'19"	20.00'	21.61'	N58°27'42"E	20.58'
C18	83°52'21"	20.00'	29.28'	S48°38'03"E	26.73'
C19	96°07'39"	20.00'	33.55'	S41°21'57"W	29.76'
C20	61°45'18"	20.06'	21.62'	N59°34'01"W	20.59'
C21	303°51'23"	48.00'	254.56'	N0°34'16"W	45.18'

Curve Table					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C22	61°55'19"	20.00'	21.61'	N58°27'42"E	20.58'
C23	83°52'21"	20.00'	29.28'	S48°38'03"E	26.73'
C24	88°53'16"	20.00'	31.03'	S44°59'08"W	28.01'
C25	61°49'04"	20.04'	21.62'	N59°34'53"W	20.59'
C26	303°51'23"	48.00'	254.56'	N0°34'16"W	45.18'
C27	61°55'19"	20.00'	21.61'	N58°27'42"E	20.58'
C28	91°06'44"	20.00'	31.80'	S45°00'52"E	28.56'
C29	90°00'00"	50.00'	78.54'	S44°25'47"W	70.71'
C30	29°56'33"	69.26'	36.19'	N73°27'27"W	35.78'
C31	26°32'16"	104.63'	48.46'	S75°51'06"E	48.03'
C32	61°53'49"	20.01'	21.62'	N59°35'59"W	20.58'
C33	303°51'23"	48.00'	254.56'	N0°34'16"W	45.18'
C34	61°55'19"	20.00'	21.61'	N58°27'42"E	20.58'
C35	24°22'05"	171.22'	73.07'	S79°44'39"E	72.52'
C36	31°05'26"	99.26'	53.86'	N74°01'53"W	53.20'
C37	89°02'37"	50.00'	77.71'	S45°03'18"E	70.12'
C38	31°38'08"	70.00'	38.65'	N16°21'04"W	38.16'
C39	31°38'08"	46.00'	25.40'	N16°21'04"W	25.08'
C40	31°35'54"	35.00'	19.30'	S16°22'11"E	19.06'
C41	31°35'54"	59.00'	32.54'	S16°22'11"E	32.13'

FINAL PLAT OF
LOTS 1R, 2R, 3R, & 4R, BLOCK 1
OF
TXI ADDITION
BEING A REPLAT OF LOTS 1-4, BLOCK 1,
OF TXI ADDITION AN ADDITION TO THE CITY OF CELINA, TEXAS,
AS RECORDED IN COUNTY CLERK FILE NUMBER 97-147768, OF
THE PLAT RECORDS, OF COLLIN COUNTY, TEXAS
BEING A TOTAL OF 89.562 ACRES IN THE
COLLIN COUNTY SCHOOL LAND SURVEY-ABSTACT NO. 167
TOWN OF CELINA, COLLIN COUNTY, TEXAS
4 LOTS

OWNER/DEVELOPER:

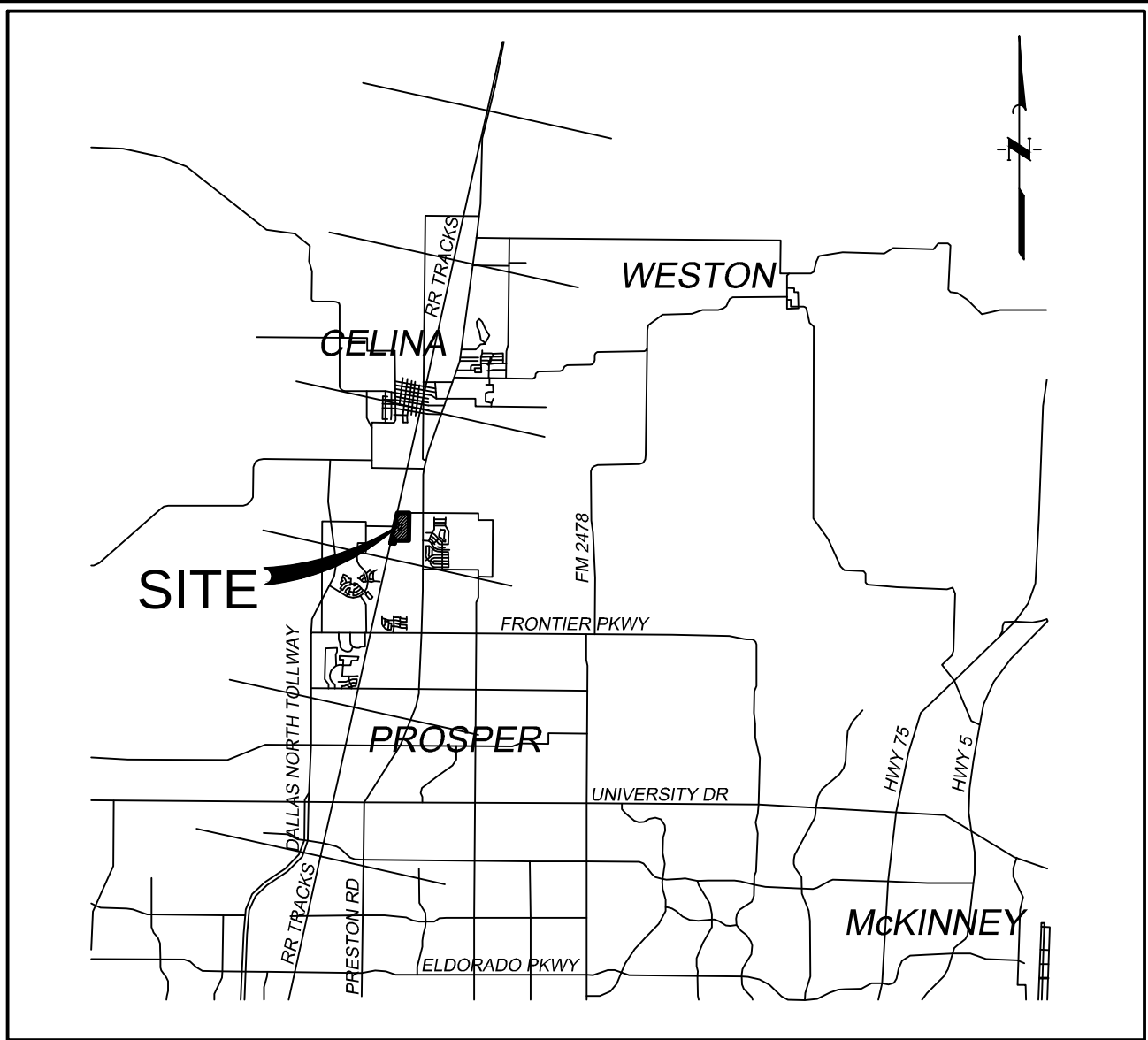
TXI Operations LP
1503 LBJ Freeway, Suite 400
Dallas, Texas 75234
Tel: 972-647-6700

SURVEYOR/ENGINEER:



Brown & Gay Engineers, Inc.
2595 Dallas Pkwy., Suite 204
Frisco, Texas 75034
Tel: 972-464-4800 • www.browngay.com
TBPLS Registration No. 10193953

THIS PLAT FILED IN INSTRUMENT NO. _____ SHEET 1 OF 3



VICINITY MAP
(NOT TO SCALE)



**FINAL PLAT OF
LOTS 1R, 2R, 3R, & 4R, BLOCK 1
OF
TXI ADDITION
BEING A REPLAT OF LOTS 1-4, BLOCK 1,
OF TXI ADDITION AN ADDITION TO THE CITY OF CELINA, TEXAS,
AS RECORDED IN COUNTY CLERK FILE NUMBER 97-147758, OF
THE PLAT RECORDS, OF COLLIN COUNTY, TEXAS
BEING A TOTAL OF 88.562 ACRES IN THE
COLLIN COUNTY SCHOOL LAND SURVEY-ABSTRACT NO. 167
TOWN OF CELINA, COLLIN COUNTY, TEXAS
4 LOTS**



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SHEET 2 OF 3

BROWN & GAY ENGINEERS, INC.
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STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, TXI OPERATIONS LP is the owner of a tract of land situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas and being 89.562 acre tract of land conveyed to TXI Operations, LP, by deed recorded in County Clerk File Number 99-0147758, and also being Lot 1-4, Block 1 of TXI Addition an addition to the City of Celina as recorded in County Clerk File Number 2003-0199021, Plat Records, Collin County, Texas; and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod found with yellow cap for the northwest corner of said TXI Operations LP, tract said point being in the south right-of-way line of Choate Parkway (a variable width right-of-way) at the intersection of the east right-of-way line of Burlington Northern Railroad (100 foot right-of-way);

THENCE 89°21'26" East along the south right-of-way line of said Choate Parkway a distance of 1194.04 feet to a point 1/2 inch iron rod found with yellow cap, said point being in the northeast corner of said TXI Operations LP, tract, said point also being in the west line of a tract of land conveyed to Bennie G. Cox by deed recorded in Volume 4122, Page 1186, Deed Records, Collin County, Texas;

THENCE South 00°38'20" East along the east line of said TXI Operations LP, tract and the west line of said Bennie G. Cox tract a distance of 2534.5 feet to a point for corner, said point being the southeast corner of said TXI Operations LP, tract, and being in the west line of said Bennie G. Cox tract, said point also being in the northerly line of a dedicated 45 foot right-of-way, as recorded in County Clerk File Number 2003-0199021, Deed Records, Collin County, Texas;

THENCE South 89°18'50" West along the northerly line of said 45 foot right-of-way a distance of 248.36 feet to a point for corner, said point being at the beginning of a tangent curve to the left whose chord bears South 77°35'26" West, 221.47 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 23°26'47", a radius of 545.00 feet, an arc length of 223.02 feet to a point for corner, said point being in the south line of said TXI Operations LP, tract, said point also being in the northerly line of a tract of land conveyed to Ownsby 1880 Farms, LTD, by deed recorded in Volume 4332, Page 1047, Deed Records, Collin County, Texas;

THENCE South 89°28'23" West along the southerly line of said TXI Operations LP, tract and the northerly line of said Ownsby 1880 Farms, LTD tract a distance of 851.48 feet to a 3/8 inch iron rod found for an ell corner of said TXT Operations LP tract, said point being the northwest corner of said Ownsby 1880 Farms, LTD tract;

THENCE South 00°08'13" East along the ell of said TXI Operations LP, tract, and the west line of said Ownsby 1880 Farms, LTD tract a distance of 256.30 feet to a 1/2 inch iron rod found for corner, said point being the northeast corner of a tract of land conveyed to Ownsby 1800 Farms, LTD as recorded in Volume 4332, Page 1047, Deed Records, Collin County, Texas;

THENCE South 88°53'12" West along the most southerly line of said TXI Operations, LP, tract and the northerly line of said Ownsby 1880 Farms, LTD, tract a distance of 477.31 feet to a 10" metal fence post for corner, said point being in the easterly line of said Burlington Northern Railroad right-of-way line;

THENCE North 11°20'20" East along the east line of said Burlington Northern Railroad right-of-way a distance of 2901.40 feet to the point of BEGINNING containing 89.148 acres of land, more of less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, TXI OPERATIONS LP acting herein by an through his/her(its) duly authorized officer(s) act herein by resolutions of its board of managing trustees, does hereby adopt this plat designating the herein above described property as a FINAL PLAT OF LOT 1R, 2R, 3R & 4R, BLOCK 1 OF TXI ADDITION, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, right-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposed. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposed indicated on this plat. No buildings, fences, trees, shrubs or other improvements for growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual used and accommodation of all public utilities desiring to use or using the same being subordinate to the public and City of Celina use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of building, fences, trees, shrubs or other improvements or growth which may in any way endanger or interfere with the construction, maintenance, or efficiency or their respective system in said easements. The City of Celina and public utility entities shall at all times have the full right of ingress and egress to or form their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

Witness, MY Hand, this the_____ day of _____, 20_____

By: TXI OPERATIONS LP, TXI OPERATING TRUST, its General Partner

LARRY J. ROBERTS, VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 20_____.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

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

PRELIMINARY
RELEASED 1-21-16 FOR REVIEW ONLY. THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE.

David F. McCullah,
Texas Registered Professional Land Surveyor No. 4023

DATE

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 20_____.

Notary Public, State of Texas

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

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

Signature of Chairperson

Date of Recommendation

APPROVED BY:

City Council
City of Celina, Texas

Signature of Mayor

Date of Approval ATTEST:

City Secretary

Date

FINAL PLAT OF
LOTS 1R, 2R, 3R, & 4R, BLOCK 1
OF
TXI ADDITION
BEING A REPLAT OF LOTS 1-4, BLOCK 1
AS RECORDED IN COUNTY CLERK FILE NUMBER 97-147758, OF
THE PLAT RECORDS, OF COLLIN COUNTY, TEXAS
BEING A TOTAL OF 89.562 ACRES IN THE
COLLIN COUNTY SCHOOL LAND SURVEY-ABSTRACT NO. 167
TOWN OF CELINA, COLLIN COUNTY, TEXAS
4 LOTS

OWNER/DEVELOPER:

TXI Operations LP
1503 LBJ Freeway, Suite 400
Dallas, Texas 75234
Tel: 972-647-6700

SURVEYOR/ENGINEER:



Brown & Gay Engineers, Inc.
2595 Dallas Pkwy., Suite 204
Frisco, Texas 75034
Tel: 972-464-4800 • www.browngay.com
TBPLS Registration No. 10193953

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THIS PLAT FILED IN INSTRUMENT NO. _____

SHEET 3 OF 3



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Farmers Bank Involuntary Annexation Resolution

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday, May 10, 2016 at 6:00 p.m. & Tuesday, May 10, 2016 at 6:05 p.m.) for public hearings on the proposed involuntary annexation of a ± 10 acre tract of land situated in Tract 6 of the McKinzie Wilhite Survey, Abstract No. A1008 and being generally located north of CR 83, south of CR 88, west of CR 86, and East of Carter Ranch Drive (Farmers Bank Tract) (Liebman)

Background Information:

The property owner has denied the offered pre-annexation agreement, and is now eligible for annexation into the City Limits.

The annexation will follow the schedule below:

- ~~• April 12, 2016 - City Council acts on Resolution to set the public hearing dates.~~
- ~~May 10, 2016 - Two separate public hearings are held on the same night (6:00pm & 6:05pm @ 112 N. Colorado Dr. Celina, Texas.)~~
- June 14, 2016 - City Council acts on Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

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

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval of the item as presented.

**CITY OF CELINA
RESOLUTION NO. 2016-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON A PROPOSED ANNEXATION OF CERTAIN PROPERTIES BY THE CITY AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND AUTHORIZING CITY STAFF TO TAKE ALL NECESSARY ACTION TO FULFILL THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT.

WHEREAS, the City of Celina, Texas (the “City”) is a Home Rule municipality located in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.021 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

WHEREAS, the City of Celina has determined that it is in the best interest of the City and its citizens to consider the potential annexation of certain properties that are located within the City’s extraterritorial jurisdiction; and

WHEREAS, the City of Celina desires to start the process that will enable the City, should it so desire, to annex the properties referenced in Exhibit “A” attached hereto into the City of Celina, call two public hearings, and set a proposed annexation proceedings schedule.

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

- I. That on Tuesday, the 10th day of May, 2016 at 6:00 p.m. and on Tuesday, the 10th day of May, 2016 at 6:05 p.m., at 112 N. Colorado, Celina, Texas 75009. The City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described on the attached Exhibit “A”.
- II. That the City Secretary is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in Exhibit “A” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 12th day April, 2016.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Attachment: Farmers bank annexation resolution (1557 : Farmers Bank Involuntary Resolution)

Exhibit A

BEING all that certain tract or parcel of land lying and being situated in the M. WILHITE SURVEY Abstract No. 1008, Collin County, Texas and being part of a tract described in a deed to Collin 84, LP recorded under County Clerk's File Number 20060320000357980, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a found PK nail at the southwest corner of said Collin 84, LP tract, the northwest corner of a tract described in a deed to White Family LTD Partnership recorded in Volume 5834, Page 478, Land Records of Collin County, Texas, and on the east line of Preston Hills III Addition Phase 2, recorded in Volume J, Page 942, Plat Records of Collin County, Texas in County Road 84;

THENCE North 00 degrees 55 minutes 46 seconds West with the west line of said Collin 84, LP tract and the east line of said Preston Hills III Addition, a distance of 1,203.24 feet to a found 1/2" iron pin with a yellow plastic cap stamped "Metroplex 1849" on the west line of said Collin 84, LP tract and the east line of a tract described in a deed to White Family LTD Partnership recorded in Volume 5834, Page 472, Land Records of Collin County, Texas;

THENCE North 89 degrees 09 minutes 02 seconds East, a distance of 869.07 feet to a found 1/2" iron pin with a yellow plastic cap stamped "Metroplex 1849" for corner and being the beginning of the herein described tract;

THENCE North 60 degrees 43 minutes 50 seconds West, a distance of 924.20 feet to a set 1/2" iron pin with a yellow plastic cap stamped "Metroplex 1849" for corner;

THENCE North 88 degrees 12 minutes 09 seconds East, a distance of 1308.94 feet to a PK nail set on the east line of said Collin 84, LP tract in County Road 86;

THENCE South 00 degrees 45 minutes 50 seconds East, with the east line of said Collin 84, LP tract, a distance of 485.42 feet to a PK nail found on the east line of said Collin 84, LP tract in County Road 86;

THENCE South 89 degrees 09 minutes 02 seconds West, a distance of 508.62 feet and containing in all 10.000 acres of land, more or less.

COLLIN0055631500294-GWD-V3.DOC

Attachment: Farmers bank annexation resolution (1557 : Farmers Bank Involuntary Resolution)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Sign Ordinance Amendment - Kiosk Signs

Action Requested:

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

Background Information:

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

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

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

Legal Obligations and Review:

N/A

Supporting Documents:

Revised Ordinance wording

Revised Contract wording

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

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

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

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

PROPOSED AMENDMENT AGREEMENT FOR SERVICES

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

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

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

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

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

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

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

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

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

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

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

In administrating the Sign Plaza Program, the contractor will:

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

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

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

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

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

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

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

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

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

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

7. Maintenance of Sign Plazas:

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

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

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

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

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

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

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

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

CITY: _____

City of Celina

Attn:

Telephone:

Fax:

CONTRACTOR:

National Sign Plazas

Attn: Grant Hayzlett, President

2422 S. Trenton Way Unit H

Denver, CO 80231

Telephone: 720-482-9293

Fax: 303-790-0924

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

Attn: Steve Startzell

20302 Park Row Suite # 900

Katy, TX 77449

Telephone: 832-549-9407

Fax: 832-321-5937

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

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

City of Celina, TX

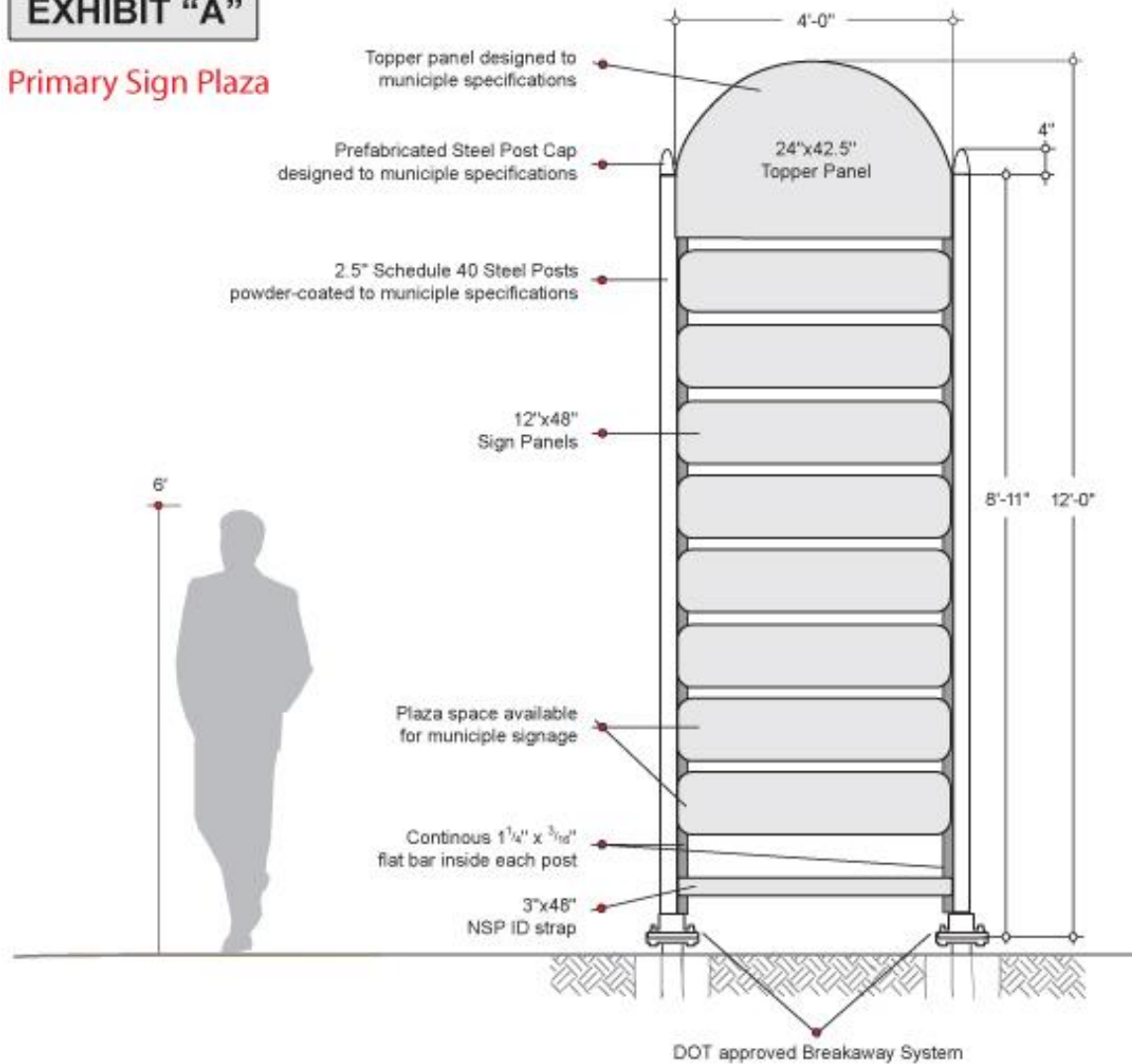
National Sign Plazas, Inc
a California Corporation

By _____

By _____
Grant Hayzlett, President

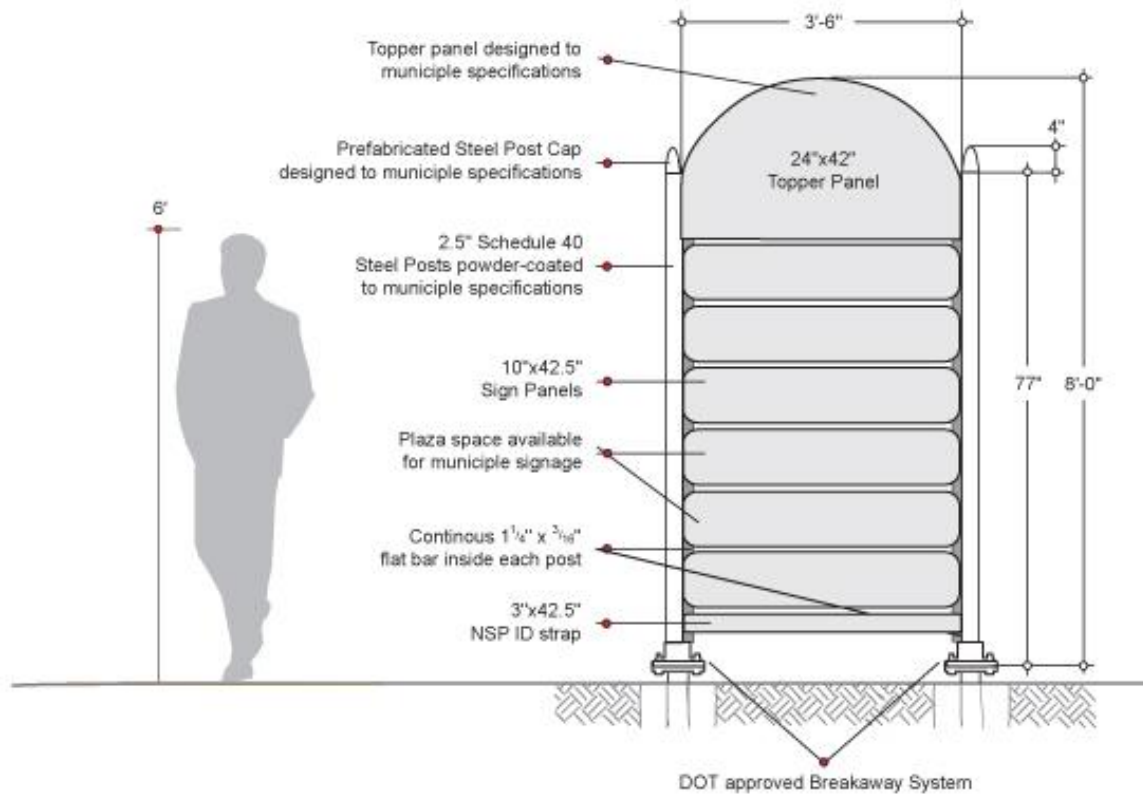
Date _____

Date _____

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

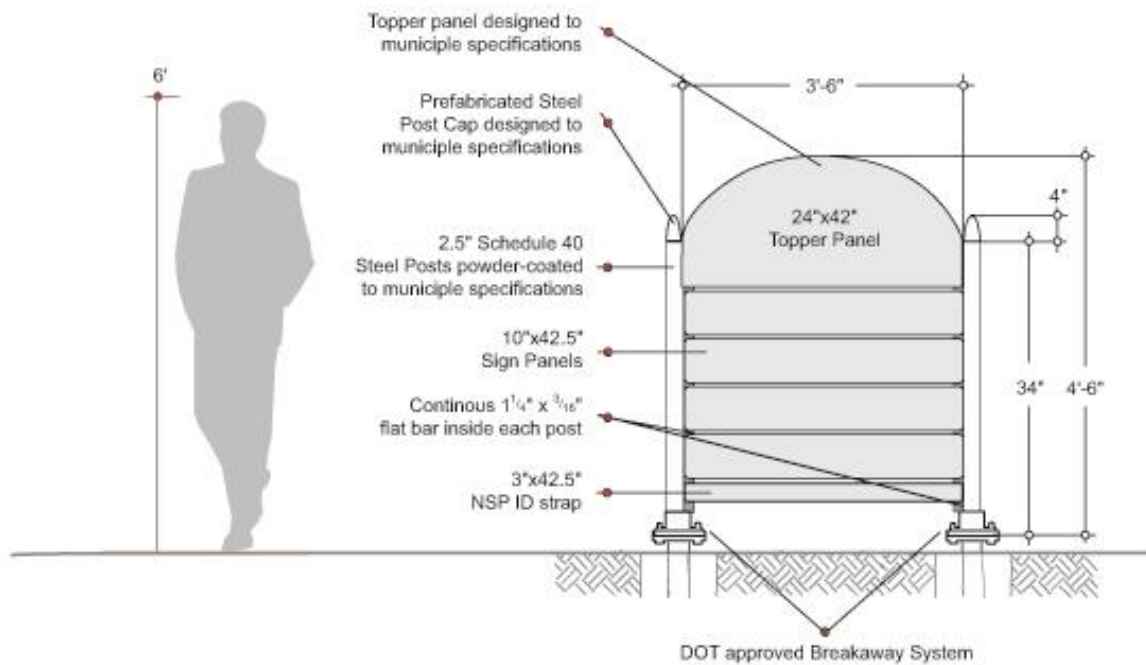
- Alpollic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



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

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



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

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





Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: April 12, 2016
Re:

Action Requested:

Consider and act upon award of a proposal and qualifications for the City of Celina Design Build Projects and authorize the City Manager to negotiate and execute a contract. (Montgomery)

Background Information:

<Insert Background Info Here>

Board Review/Citizen Input:

<Insert Review/Citizen input here>

Alternatives:

<Insert Alternative here>

Financial Considerations:

<Insert Financial Considerations here>

Legal Review:

<Insert Legal Review Here>.

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:

Approve



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alan Fourmentin, Assistant Public Works Director
 CC: Mike Foreman, City Manager
 Date: April 12, 2016
 Re: Water and Wastewater System Improvements

Action Requested:

Consider and act upon a contract by and between the City of Celina and Garver, LLC in the amount of \$688,943.00 for engineering water and wastewater services. (Fourmentin)

Background Information:

Under this work order, Garver, LLC will perform the following items necessary for the implementation of the Water and Wastewater master plan; determining set points for the development of the South East Sector and Wastewater treatment needs; implementation and funding of a five year Capital Improvement Plan; and address current TCEQ mandates.

- Update the existing water model
- Develop a wastewater system model utilizing flow monitoring and temporary rain gauge data
- Assess the existing wastewater treatment plant and provide an expansion evaluation
- Evaluate the feasibility of future reuse
- Evaluate the life cycle cost analysis of owning and operating future wastewater treatment plants versus paying for the wastewater to be treated by a separate entity
- Prepare a capital improvements plan for identified improvements in the distribution and collection systems
- Conduct a rate study
- Develop an RTCR Sample Site Plan and Nitrification Action Plan

Financial Considerations:

Tasks 1-8 will be funded from the 2016 bond issuance (\$644,171)

Tasks 9-10 will be funded from the FY 2015-16 budget (\$44,772)

Legal Review:

The City Attorney has reviewed the proposed contract

Supporting Documents:

Work Order #2

Staff Recommendation:

Approve



WORK ORDER NO. 2
City of Celina
Celina, Texas
Project No. 16088050

This WORK ORDER is made by and between the **City of Celina of Celina, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 10, 2015.

Under this Work Order, the Owner intends to make the following improvements for the **Celina Water and Wastewater System Improvements**.

The Owner intends to accomplish the following:

- Update the existing water model
- Develop a wastewater system model, utilizing flow monitoring and temporary rain gauge data
- Assess the existing wastewater treatment plant and provide an expansion evaluation
- Prepare a capital improvements plan for identified improvements in the distribution and collection systems
- Conduct a rate study
- Evaluate the feasibility of future reuse of non-potable water
- Evaluate the life cycle cost analysis of owning and operating future wastewater treatment plants versus paying for the wastewater to be treated by a separate entity
- Develop an RTCR Sample Site Plan and Nitrification Action Plan

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Data Collection and Evaluation

To obtain an accurate assessment of the water and wastewater systems, Owner will provide and GARVER will review and evaluate existing data, including:

1. City of Celina field staff input (through staff interviews)
2. Line maintenance records
3. Identify existing system needs and areas of concern based on Staff input
4. Existing wastewater system base maps
5. Existing water system base maps
6. GIS files – collection lines, manholes, lift stations, supporting attribute database, service area boundaries, LIDAR, street centerlines, parcels, land use, maintenance data and any SSO overflow reports
7. City GIS asset numbering system
8. All available record drawings for assets
9. Pump station and lift station pump curves & controls
10. Lift station meter data (if available)
11. Lift station run time data (if available)
12. UTRWD and NTMWD billing data
13. Records of historical complaint/problem areas
14. Water billing and consumption data
15. Past comprehensive master plans and reports
16. Storage tank inspection reports/notes
17. TCEQ inspection reports



18. Existing model of water system

Task 2.0 Facility Field Investigations

Engineer will perform necessary field investigations in order to develop an understanding of the condition and service of existing facilities. The field investigations will include the following facilities:

1. Three elevated water towers
2. Two ground storage tanks
3. Two pump stations
4. Ten lift stations

The inspection of the facilities will include a review of TCEQ regulations to evaluate compliance.

Assumptions:

- a. Field investigation team will include two Garver Staff.
- b. Field investigation of each facility is not a full condition assessment.
- c. Structural/Electrical condition assessment will not be performed.

Deliverables:

- a. Project Memorandum in .PDF format documenting observations at each facility and compliance assessment of each facility with TCEQ regulations.

Task 3.0 Identify Model Design Criteria and Constraints

The Owner's records will be reviewed to help establish a baseline to determine project criteria and constraints to be implemented in the water and wastewater models. These constraints will be identified prior to the draft water and wastewater model report and at one of the progress meetings. These items include:

1. Level of service requirements for potable water customers in the City
2. Criteria for assigning fire flows to water customers
3. Historical water usage peaking factors
4. Wet weather wastewater peaking factors
5. Recurrence interval for wet weather design storm
6. Diurnal demand patterns
7. Expected future water and wastewater development and demands
8. Operational considerations
9. Distribution system water quality considerations
10. Areas for future growth and consideration
11. Comparison of historical population growth with Texas Water Development Board and North Central Texas Council of Government projections

The information will be utilized to develop both a current and a twenty (20) year planning horizon. GARVER understands that the following items have been identified by the Owner as critical components to the modeling effort:

1. Existing wastewater system capacity, including the need for upgraded or new treatment facilities
2. Impact of future growth on current water and wastewater level of service



3. Operational considerations for the water system to minimize flushing operations

Deliverables:

- a. Project Memorandum in .PDF format documenting design criteria

Task 4.0 Water Distribution System Model

The model of the Owner's existing water system will be updated using the WaterGEMS modeling program. The model will incorporate facilities and assets not in the current model. Model elements include connections to water suppliers, pumping and storage facilities, major transmission lines, and network lines of 6-inch and larger. Operational setpoints such as tower levels and valve positions will be provided by the Owner.

GARVER will utilize water meter data provided by the Owner and projected growth to create average day and maximum day demand alternatives, including diurnal demand patterns. The developed models will be calibrated based on field data of the system. Owner shall be prepared to perform pressure tests within the distribution system to collect data for model validation. These tests are anticipated to include flow and pressure tests at fire hydrants throughout the City. GARVER will provide the Owner with guidance for the field-testing program.

This effort will include the following general steps:

1. Update the existing water network
2. Verify operational parameters of the water model
3. Geocode existing meter data
4. Develop demand alternatives
5. Develop a hydrant testing plan
6. Calibrate the model according to the hydrant tests
7. Assess the existing system
8. Assign future usage rates based on build-out projections and current similar-build usage
9. Assess future system

Average day and maximum day demands will be assessed using extended period simulations to identify needed improvements required for the water system, and fire flow analysis will be performed to detect deficiencies in system fire coverage. Specifically, model simulations will be used to assess the improvements necessary to improve the connection between the elevated storage tanks in the system, improve water pressure within the system, and determine areas with limited fire coverage. The following distribution system quantities will be evaluated using the hydraulic model:

- Pipe Pressures and Velocities
- Hydraulic Grade Line
- Available Fire Flows
- Tower Levels
- Water Age

Discussion will be held with the Owner to review performance criteria following completion of the system modeling.

The model will be run with the following iterations:

1. Existing conditions



2. Existing conditions with improvements
3. Future planning conditions based on Owner provided flow build-out projections, and incorporating existing condition improvements
4. Future planning conditions incorporating existing condition improvements and with future improvements

Following the identification of future improvements, additional iterations will be conducted as necessary to determine major development trigger points (i.e., anticipated subdivision construction) for each major improvement. This information will be included in Task 6.0, to allow the Owner to understand when identified improvements will become necessary in relation to projected development.

Assumptions:

- a. New model will add water mains to service up to 1,000 identified new lots since the original model was developed
- b. Owner will perform pressure tests in the distribution system with guidance from GARVER

Deliverables:

- a. New GIS Layers delivered to City for pressure, available fire flow, and maximum water age at current average and peak day demand
- b. Model file

Task 5.0 Wastewater System Model

Modeling of the Owner's existing wastewater system will be accomplished using the SewerGEMS modeling program. GARVER will develop a sewer model utilizing Owner-provided existing GIS data, as-builts, service maps, recent findings from the sewer I/I study, and input from Owner staff. In addition, GARVER will conduct flow monitoring to accomplish the following.

5.1 Flow Monitoring

It is anticipated that six (6) temporary flow meters will be installed for a duration of sixty (60) days. Preliminary meter site selection will be accomplished following review of the collection system map and preliminary field inspections. During and following completion of the flow and rainfall monitoring, GARVER will analyze the gathered data and develop tabular and graphical summaries. Comparisons with any previous historical flow meter data will be presented. The impact of silt and debris will be evaluated. Information obtained during the monitoring period will be used to determine the following for each site:

1. Dry Weather Average Daily Flow – A typical dry weather week will be established that is not impacted by rainfall. Velocity data will be compared to debris levels to analyze the scouring velocity necessary to prevent deposition in the lines. Discrete flows from each monitored sub-basin will be calculated.
2. Dry Weather Peak Flow – Peak flows during dry weather will be determined from the recorded data and compared to the full pipe capacity to determine the capacity being utilized during dry weather.
3. Wet Weather Average Daily Flow - Wet weather flows for each rainfall event will be analyzed to determine the percentage of rainfall that enters the collections system (also known as the leakiness factor). Comparing the storm event flow with the dry weather flows will establish the Rainfall Derived Infiltration/Inflow (RDII). This value will vary for each storm duration and intensity. The discrete RDII for each sub-basin will be determined and will allow the ranking



- (prioritization) of each sub-basin by severity of RDII.
4. Wet Weather Peak Flow – Peak flow rates during wet weather are critical to the capacity analysis. Peaking ratios (peak flow rate to average dry weather flow) will be compared for dry and wet weather.
 5. Peak Inflow Rates – Peak inflow rates are calculated by observing peak flow during a wet weather event and subtracting the “normal” flow rate during dry weather.
 6. Total I/I volume – The area under each storm event curve will be evaluated to establish the volume of rainfall induced infiltration/inflow. These values can then be normalized to establish the volume of RDII per inch of rainfall. Projections can then be made to accurately determine the impact of RDII during a normal year.

The following qualifications would be anticipated to represent a quality storm event:

1. Total storm depth > 0.2 in
2. Peak intensity > 0.24 in/hr for more than 5 min
3. At least 3 events of differing duration
4. Fairly consistent total rainfall measured for gauges

If these qualifications are not obtained within the 60 day metering period, GARVER will make a recommendation on removing the meters at the 60 day period or extending the metering to gather additional rainfall data. These recommendations would be made within 10 days prior to the conclusion of the 60 day period. Additional monitoring due to lack of quality storm events will be considered Extra Work.

5.2 Temporary Rainfall Monitoring and Analysis

Continuously recording rainfall gauges are used to accurately measure rainfall intensity and duration throughout the monitoring period. Tipping bucket rain gauges are used to record rainfall to 0.01 inches. Each rain gauge site will be geographically located to obtain uniform coverage across the study area and reviewed/approved by GARVER. The preliminary locations will be finalized during installation and may require relocating to secure locations such as nearby fire stations, lift stations, etc.

Rainfall gauges will be synchronized to the same clock as the flow meters. Three (3) tipping bucket rain gauges will record on a 5 minute interval during the 60 day monitoring period.

GARVER will make a recommendation, based on the number and quality of storm events recorded, on removing the meters at the 60 day period or extending the metering to gather additional rainfall data. Additional rainfall monitoring due to lack of quality storm events will be considered Extra Work.

5.3 Pump Performance Test

Doppler ultrasonic meters placed on the discharge piping, flow meters monitoring flow rates at the force main discharge (downstream of the lift station) and/or wet well drawdown tests will be undertaken to directly record the pump flow rates. Testing will include measurements of pump discharge rates for each pump and pump combination for up to ten (10) lift stations within the collection system. Collected data will be presented in the final report.

5.4 Flow Monitoring Report

GARVER will develop a report to summarize and evaluate the findings of the flow monitoring. The report will include the following sections:



1. Executive Summary
2. Description of all tasks
3. Rainfall data
4. Dry/Wet weather flows
5. Pump performance test results
6. Appendix of flow data, hydrographs, and electronic spreadsheets
7. CD-ROM containing Final Report and project data

5.5 Modeling Development

Data from the flow monitoring report will be utilized to calculate the model flow rates, along with calibration of the model. Historical baseline data provided by the Owner for average wastewater flows will be used to evaluate the collection system and its capacity to meet peak hour and wet weather flow demands for a 20 year planning horizon. In addition, the Owner's 2015 Wastewater Master Plan will be utilized for flow rate projections and full build-out infrastructure.

All wastewater lines 6-inch in diameter and greater shall be modeled with detailed data collected in other tasks. Lines smaller than 6-inch will be modeled as needed for connectivity of 6 inch and larger lines. These lines will be included in the model using assumed slopes, flow lines, and rim elevations. Owner-provided or publicly available LIDAR data may be used for assumed rim elevations.

The model will incorporate a unique identifier for each asset which will link with the City's existing GIS mapping and data storage. From the information collected in previous tasks, pump curves and lift station control elevations for each lift station will be incorporated into the model. The float elevations will be provided either by the Owner or be based on record drawings. VFD curves will also be created where applicable.

This effort will include the following general steps:

1. Develop the wastewater network
2. Implement pumping facilities/controls
3. Assess dry weather flow data
4. Calibrate model for dry weather loading
5. Assess wet weather flow data
6. Calibrate wet weather flow data
7. Develop design storms
8. Assess system response
9. Assign future usage rates based on build-out projections and current similar-build usage
10. Assess future system

Note: It is assumed that most of the system improvements and new subdivision development is currently updated in the GIS. Therefore, the scope of this task is limited to the addition of 20 record drawing plan/profile sheets to update the model. Additionally, a cut-off date of 60 calendar days after NTP will be established for all record drawings and atlas map submittals for inclusion in this project.

The following distribution system quantities will be evaluated using the hydraulic model:

- Dry weather velocity and capacity
- Wet weather velocity and capacity

Discussion will be held with the Owner to review performance criteria following completion of the system



modeling.

The model will be run with the following iterations:

1. Existing conditions
2. Existing conditions with improvements
3. Future planning conditions based on Owner provided flow build-out projections and build-out projections from the 2015 Wastewater Master Plan, and incorporating existing condition improvements
4. Future planning conditions incorporating existing condition improvements and with future improvements
5. Future planning conditions based on all remaining pump stations being replaced by gravity interceptors.

Following the identification of future improvements, additional iterations will be conducted as necessary to determine major development trigger points (i.e., anticipated subdivision construction) for each major improvement. This information will be included in Task 6.0, to allow the Owner to understand when identified improvements will become necessary in relation to projected development.

Deliverables:

- a. Three hard copies of the flow monitoring report.
- b. New GIS Layers delivered to City for pipe percentage full and wastewater velocity at current dry weather and wet weather design storm peak flow rates.
- c. Model file

Task 6.0 Wastewater Treatment Plant Expansion Evaluation

Following the existing condition modeling effort of the previous task, GARVER will compare recommendations of the 2015 Wastewater Master Plan to the findings of the model, including the expansion of the existing WWTP to 0.95 MGD. The plant will be evaluated for expansion to a minimum of 0.95 MGD, with actual sizing determined by the modeling updates conducted in Task 5.

The plant may ultimately be demolished as the City reaches full build-out, therefore each process will be evaluated for reuse in order to minimize construction cost of the proposed alternative. Major elements of the Engineering Report will include the following facility or process evaluations:

- Hydraulic capacity of the existing plant
- Headworks
- Plant lift station
- Oxidation ditch
- SBRs
- Chlorine contact basins
- Secondary clarification
- Sludge pump stations
- Sludge press
- Sludge drying beds
- Backup power
- SCADA system

TCEQ regulations will be utilized for determining the treatment capacity of each process. Expansion or construction of new processes will be considered for any process not capable of meeting an average



design flow of 0.95 MGD.

6.1 Historical Data Review

GARVER will collect from Owner and review relevant information including:

- As-built drawings of each facility
- Previous applicable studies and reports
- Process data and daily monitoring reports for a three year period
- Equipment maintenance records and Operations and Maintenance (O&M) manuals

6.2 Flow Projections/ Load Projections

This sub task will evaluate existing flow rates and compare to existing sewer service population within the WWTP's current service area. Full build-out of the service area will be evaluated and compared to the targeted 0.95 MGD design capacity of the facility.

The existing wastewater will be characterized by the City of Celina under the direction of GARVER. These sample parameters will be utilized in projecting future loading rates for processes. This is anticipated to include three samples, with the analysis of each sample including BOD, Soluble BOD, COD, Soluble COD, TSS, NH₃, Total Phosphorous, and Soluble Phosphorous. The Owner will conduct all sampling, analysis, and pay for lab fees.

GARVER will deliver a memorandum documenting the findings of the flow and load projections. Deliverable will be PDF documents sent electronically.

6.3 Field Investigation and Existing System Assessment

GARVER will evaluate the existing wastewater treatment facilities at the WWTP site, including existing liquid process treatment units, solids handling, and hydraulic capacity. The assessments will be based on at-grade visual observations and record drawings of the existing processes.

6.4 Alternatives Evaluation

GARVER will conduct a conceptual evaluation of up to two biological process alternatives to achieve the targeted 0.95 MGD average day treatment capacity. Detailed evaluation will include development of design parameters (e.g., equipment sizing criteria), assessment of rehabilitation requirements for integration of each alternative to the existing treatment system, evaluation of hydraulic impacts, site layouts and evaluation of phasing of the proposed process alternatives. Strengths and limitations of each alternative will be identified. Work under this task will consider the requirements for the various engineering disciplines that will be involved in the design of facilities (i.e., civil, electrical, instrumentation, mechanical, structural, etc.).

An estimate of probable construction cost will be developed for each alternative.

6.5 Conceptual Workshop

GARVER will conduct a Conceptual Workshop with the Owner to present the results of the alternatives evaluation and establish the approach and expectations for design of the project. Owner comments will be documented and incorporated into the draft Report.

6.6 Deliverables



- a. Three (3) bound copies of the draft Report for review and comment by the Owner
- a. Three (3) bound copies of the final Report incorporating draft review comments
- b. PDF file of the Report

Task 7.0 Treatment Evaluation

Additional treatment capacity is necessary for the growth of the City. The 2015 Wastewater Master Plan recommended two additional wastewater treatment plants (the Little Elm WWTP and the Long Branch WWTP) within the City of Celina, as well as the possibility of flow recommended to be sent to the UTRWD and the NTMWD for treatment. This study will evaluate a combined option of a new regional facility on the west side of the City. This evaluation will be documented in a report, which will include the following:

- Anticipated treatment limits of a proposed regional WWTP

The treatment limits will be based on anticipated TCEQ regulations, receiving stream water quality, and existing WWTP discharge limits that discharge into a identified receiving stream. The receiving stream will be chosen by the City and will be based on the 2015 Master Plan.
- Proposed process units to accomplish the required treatment

Anticipated process units include pre-, primary, secondary, and solids treatment units. A general identification of each treatment technology will be documented.
- Sizing of the proposed units

Sizing will be conducted based on current TCEQ standards and current raw loading rates of the existing WWTP.
- Estimated construction costs for full WWTP build-out

Construction costs will be estimated at current value with a 30% contingency, 15% contractor OH&P, and escalated at a 3% markup to the time of construction.
- Estimated operation and maintenance costs for each facility

These estimates will include standard maintenance costs for the proposed processes, as well as staffing, electrical, solids disposal, and overhead costs. The report will assume landfill disposal of all sludge for each facility.
- Evaluation of Celina's contribution to a regional facility

This determination will be a percentage of the costs Celina is responsible for based on the growth and flow rates from Mustang and Aubrey, projected into the future using TWDB projections.

In addition, the report will contain a feasibility analysis of the potential to reclaim wastewater at the City's WWTP. This study will include an OPCC of the recommended technologies to provide reuse water.

7.1 Deliverables



- a. Three (3) hard copies and one (1) PDF of draft Report for review and comment by Owner staff
- b. Three (3) hard copies and one (1) PDF of final Report

Task 8.0 Modeling Report and CIP

8.1 Draft Report

GARVER will prepare four (4) copies of a draft report for submission to the Owner for review. The body of the report, preliminary exhibit, decision matrices, and other key components will be compiled for subsequent review and discussion. Components that will be included in the report are the following:

1. Integrate information from Owner staff and team staff of previous knowledge of existing water and wastewater systems, and obtain coordinates of manholes and flow line elevations necessary for hydraulic calculations with the wastewater system.
2. Layout drawings showing existing water transmission mains, metered connections to the NTMWD and UTRWD system, storage tanks, and pump station locations.
3. Water system map showing current day water distribution system deficiencies.
4. Layout drawings showing existing and projected wastewater interceptors, lift stations, interceptor connections to the UTRWD and NTMWD systems, and manhole locations.
5. Wastewater system map showing current day collection system deficiencies.
6. Prioritized list of the discovered needs for water and wastewater systems based on areas critical to the Owner.
7. Identify activities that will optimize operation of the water and wastewater systems. This will include a directional flushing plan and a water age reduction evaluation, which will include methods to minimize the City's existing water flushing operations.
8. Evaluation of the replacement of each wastewater pump station with gravity interceptors.
9. Construction cost estimates for referenced water distribution/wastewater collection system needs.
10. Project timetable/timeline to have the distribution main/interceptor collection lines operational to meet future demands. This will be based on what future development would trigger those improvements (i.e., number of houses developed in that sewershed before a new line is required).
11. GARVER will document the modeling process, pertinent results, and recommendations.
12. Development of a Capital Improvements Plan to systematically address any deficiencies found in the system in addition to addressing anticipated projects to accommodate projected growth during the 20 year planning horizon.
13. Capital Improvement Plan will identify project drivers, including capacity, operations, maintenance, conditions, and regulatory needs. The CIP will also discuss ramifications and unintended consequences for not completing projects on time. The CIP will have a 5 year window, and will be prioritized based on need.
14. GARVER will include an evaluation of potential funding options to fund the CIP projects, including programs such as the Texas Water Development Board, Community Development Block Grant (CDBG) Program, or private financing.

Assumptions:

- a. Deliverable workshop

Deliverables:

- a. Four (4) hard copies



8.2 Final Report

GARVER will prepare four (4) copies of the final report for submission to the Owner. The final report will be revised as necessary based on the review comments from the Owner staff. The final report will also be provided on a thumb drive in .PDF format. GARVER will give a summary presentation of the final document to the City of Celina City Council, if requested.

Assumptions:

- a. Deliverable workshop

Deliverables:

- a. Four (4) hard copies
- b. GIS layers for each identified CIP project

Task 9.0 Rate Study and Impact Fee Review

GARVER will perform a rate study which accomplishes the following scope.

9.1 Initial Data Request

GARVER will develop an initial data request that will be needed to adequately begin the review and evaluation of the Owner's retail water and wastewater rates. This data will include, but is not limited to, operating, financial, management, policy, and ordinance data. GARVER will issue the initial data request within five (5) days after receiving notice to proceed on this phase of the work.

9.2 Rate Study Kickoff Meeting

After receiving the initially requested data, GARVER will host a kickoff meeting. The Owner and GARVER will discuss:

- Political and customer views/opinions of current rates;
- Capital/operational demand changes anticipated over the study's forecasted period;
- Initial rate design pricing objectives; and,
- Initial strategies for implementing/communicating possible rate changes.

9.3 Determination of Test-Year Revenue Requirements

Revenue requirements will be developed for the water and retail wastewater studies using the American Water Works Association ("AWWA") accepted cash needs approach. The revenue requirement will include the Owner's operational costs adjusted to reflect normal service conditions; current and future anticipated principal and interest payments; current and future cash capital outlays; future capital funding needs including the impact of inflation on construction cost; and pass-through charges for wholesale service.

In developing the revenue requirements, GARVER will assess and project each utility's cost of service by analyzing each utility's historical costs, the current budget year, any forecasts made for future fiscal years, as well as any debt service ratio or bond covenant requirements. GARVER will develop a test-year cost of service for each utility. The test-year cost of service will be adjusted by non-rate revenue sources to develop the test-year revenue required from utility rates.



9.4 Forecast of Revenue Requirements

During this task, GARVER will analyze the assumptions used in projecting the revenue requirements. These assumptions may include, but may not be limited to, growth rate, inflation rates, regulatory changes, conservation, increase in contractual obligations, and capital improvements. These assumptions will be supported by standard industry forecasting practices and available indices. In addition, support will come from the Owner's applicable master plan studies and current infrastructure ratings.

GARVER will coordinate with Owner staff to examine the Owner's planned method of financing (e.g. cash, debt, grants), future capital improvements and the financing methods' impact on retail rates, operating and capital reserve targets, and debt coverage requirements, as well as examine anticipated operational and/or staffing changes over the five-year forecast. The five-year revenue requirement will serve as the basis for the development of the financing plan to meet projected capital improvement expenditures.

9.5 Determination of Realizable Revenue at Current Rates

The results of this task will provide the data to properly evaluate the cost of service, the magnitude of overall increases, if any, and the probability of redistribution of revenue responsibility between customer classes as well as providing the ability to compare the actual cost to provide utility service with the anticipated billed revenues of the utility. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. This task will also provide a "check" of the data provided by Owner staff.

9.6 Classification of Revenue Requirements

Discussions will be held with Owner staff to understand the types of services that are provided by the Owner (e.g. raw water service, transmission service), and what system information is available from the Owner, to determine the appropriate functional cost categories to be utilized in the study.

Costs are then classified into the components of utility service that are provided. Discussions will be held with Owner staff before the finalization of the agreement between the Owner and GARVER to determine the appropriate classification methods to utilize in recognition of the Owner's objectives and available system and billing data.

9.7 Allocation of Revenue Requirements

GARVER will analyze the usage patterns of the presently defined customer classes and evaluate whether a new classification of customers or amendment to the current classification should be recommended. After the forecasted revenue requirements are allocated to the customer classes, GARVER will conduct a briefing presentation with City staff to provide the comparison of the revenue requirements by customer class to each customer class' revenue generation under current rates. This will provide the Owner with the magnitude of the potential rate adjustments needed for each customer class.

9.8 Development of Rate Design

GARVER will discuss with Owner staff the potential rate design alternatives that meet the Owner's pricing goals and objectives. From these discussions, GARVER will develop defensible rate structures that are reflective of industry accepted practices and procedures and rate regulations within the State of



Texas and which balance the recovery of revenue between base rates and volumetric rates on an equitable basis.

9.9 Determination of Realizable Revenue with Rate Adjustments

GARVER will analyze and compare the revenues forecasted to be generated under designed rate structures, by customer class, to the forecasted cost of service to determine the adequacy of the designed rate structures to meet the Owner's financial goals, including bond coverage requirements and operating and capital reserves. To the extent the designed rates are projected to be inadequate, appropriate rate adjustments for each class will be calculated. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. Also, the monthly impact of rate adjustments on customer bills under the designed rate structures will be examined.

9.10 Rate Comparison Review

GARVER will compare the City's current and adjusted utility rates to utility rates of municipal utilities of similar size, demographics, and operational characteristics so as to provide an estimation of the Owner's comparable and competitive position.

9.11 Seasonal Rate Review

GARVER will evaluate the City's current sewer billing method, and compare the use of utilizing sewer winter averaging, based on water demand.

9.12 Draft Report Preparation

GARVER will develop a draft report summarizing findings, conclusions, and recommendations of the water and wastewater rate study. The report will include all methodologies, assumptions, and calculations, and a background section that includes all data used in the determinations made in the study.

9.13 Final Report Preparation and Presentation

Upon receipt of Owner comments, GARVER will make appropriate changes and provide the Owner with the final report. After completion of the final report, GARVER will assist the Owner in the presentation of the results of the water and wastewater rate study to various stakeholders at one meeting, which may include presenting the study's findings, conclusions, and recommendations to the City Council.

Services requested by the Owner not specifically outlined within the proposed work plan will be considered Extra Work.

Assumptions:

- a. Owner will provide five (5) years of historical data for expenses and revenues.
- b. GARVER will compare rates with rates of five (5) neighboring and similar cities.
- c. GARVER will attend up to three meetings, including kickoff meeting, one update meeting, and one presentation to City Council.

9.14 Project Deliverables

- a. One PDF of draft report
- b. Three hard copies of final report



Task 10.0 Water Quality Plans

Generally, the scope of services includes preparation of the Owner's Revised Total Coliform Rule (RTCR) Sample Siting Plan and preparation of the Owner's Nitrification Action Plan (NAP).

10.1 RTCR Sample Siting Plan

10.1.1 Sample Sites

Garver will review the Owner's current number and location of sampling sites. If additional sites are required, Garver will coordinate with the Owner, and utilize the Owner's existing water model to determine the location of the additional sites.

10.1.2 RTCR Map

Garver will prepare an RTCR Map in accordance with TCEQ guidelines. The map will include:

- Routine RTCR sampling locations
- Distribution water mains and sizes
- Entry point locations
- Water storage facilities
- Pressure plane boundaries.

The map will utilize the existing water model.

10.2 Nitrification Action Plan

The NAP will help the Owner monitor the drinking water distribution system and respond to changes in water quality associated with the onset of nitrification.

10.2.1 Sample Point Selection and Setting Goals, Baselines, and Trigger Points

Garver will review the Owner's existing total chlorine, monochloramine, free chlorine, free ammonia, nitrite and nitrate data. The Owner will be responsible for obtaining available entry point sampling data for these constituents.

Upon receipt of available sample data, Garver will identify the additional sampling needed to meet TCEQ's baseline data collection requirements. Following receipt of these sample results, Garver will identify appropriate NAP sampling sites. Garver will recommend concentration goals, baselines, and trigger points for these chemical species at each location.

Anticipated sites to be investigated include:

- Distribution system entry points
- Average water age points for each pressure plane
- High water age points for each pressure plane

In order to determine the water age sampling locations, Garver will utilize the Owner's existing water model. If the Owner's model is not available, the additional modeling required to develop the Owner's base water model will be considered Extra Work.

Following the siting of the sample points, Garver will schedule a conference call to discuss proposed



sampling locations, concentration goals, baselines, trigger points, and responses. The Owner's comments will be incorporated into the final NAP.

10.2.2 NAP Forms

Following the sample point siting and associated goals, baselines, and trigger calculations, Garver will complete the TCEQ's standard NAP forms. The draft forms will be submitted to the Owner for review.

10.2.3 Written Plan

Following receipt of the NAP review comments by the Owner, Garver will prepare a brief written summary of the NAP to document the goals, baselines, and trigger points for the chemical species listed above. The written plan will also describe response that the Owner can take to minimize the occurrence of nitrification when each set of trigger levels is exceeded (e.g., additional monitoring, flushing, free chlorine burns).

10.3 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

1. Three (3) hard copies and one (1) PDF of the draft NAP
2. Three (3) hard copies and one (1) PDF of the final NAP and Written Plan
3. Three (3) hard copies and one (1) PDF of the draft RTCR Sample Siting Plan with RTCR Map
4. Three (3) hard copies and one (1) PDF of the final RTCR Sample Siting Plan with RTCR Map



SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 - Data Collection and Research	\$16,360	LUMP SUM
Task 2 – Facility Field Investigations	\$25,480	
Task 3 – Model Design Criteria and Constraints	\$14,768	
Task 4 – Water Distribution System Model	\$96,790	
Task 5 – Wastewater System Model	\$275,180	
Task 6 – WWTP Expansion Evaluation	\$86,358	
Task 7 – Wastewater Treatment Feasibility	\$38,952	
Task 8 – Modeling Report and CIP	\$90,283	
Task 9 – Rate Study and Impact Fee Review	\$25,000	
Task 10 – Water Quality Plans	\$19,772	
TOTAL FEE	\$688,943	LUMP SUM

The lump sum amount to be paid under this agreement is \$688,943.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2017.

SECTION 3 – ADDITIONAL SERVICES (EXTRA WORK)

For work not described or included in Section 1 – Scope of Services, Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation:

- Construction Observation
- Construction Administration
- Public Outreach
- Detailed review or rework of calculations or projections presented in the 2015 Master Plan
- NTMWD or UTRWD Coordination for Water Supply or Treatment Capacity
- Impact Fee Determination
- Facility Condition Assessments
- Emergency Response Planning
- Hazard Mitigation Planning
- Water Quality Analysis
- Field Investigations, including, but not limited to:
 - Smoke Testing



- Digital Universal Camera
- Laser Profiling
- Dye Testing
- Cleaning of Sewer Lines
- Funding Assistance
- Evaluation of condition or structural integrity of facilities (pumps, lift stations, storage tanks, etc.)
- Survey of any kind
- Operations Support Services
- Warranty Assistance Services
- Geotechnical Services
- Utility Location Services
- Coatings Analysis
- Operational Audit/Optimization
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
- Construction Observation
- Additional Flow Monitoring or Rain Gauge Monitoring
- Detailed design of any improvements
- Computational Fluid Dynamics (CFD) modeling of water storage tanks
- Transient analysis (analysis of potential water hammer)

SECTION 4 – SCHEDULE

The following schedule details the anticipated milestones and delivery dates for each deliverable.

Work Item	Duration from Notice to Proceed
Task 1 – Data Collection and Research	45 days
Task 2 – Facility Field Investigations	45 days
Task 3 – Model Design Criteria and Constraints	14 days from completion of Task 1
Task 4 – Water Distribution System Model	120 days from completion of Task 3
Task 5 – Wastewater System Model	Subtasks 5.1-5.4 : 120 days from NTP Subtask 5.5: 90 days from completion of subtask 5.4
Task 6 – WWTP Evaluation	180 days from completion of Task 5
Task 7 – Wastewater Treatment Feasibility	180 days from Completion of Task 5
Task 8 – Modeling Report and CIP	90 days from completion of Task 5
Task 9 – Rate Study	120 days from NTP
Task 10 – RTCR and NAP Development	90 days



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

City of Celina

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Jeffrey Sober
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: April 1, 2016

Attest: _____

Attest: _____

Attachment: 2016-4-1 Celina Work Order (1538 : Water and Wastewater System Improvements)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: April 12, 2016
Re: <Insert Subject/RE Here>

Action Requested:

Consider and act upon public support to El Puente De Celina Cinco de Mayo Scholarship in the name of the City of Celina. (Foreman)

Background Information:

The City of Celina has donated the following amounts to this scholarship:

2015: \$2,000

2014: \$1,000

Financial Considerations:

Amount to donate

Staff Recommendation:

N/A



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jessica Matehuala, Assistant
CC: Mike Foreman, City Manager
Date: April 12, 2016
Re: Cinco de Mayo alcohol request

Action Requested:

Consider and act upon approval of a request from the Cinco De Mayo committee for a temporary waiver from Celina Code of Ordinances Chapter 8, Offenses and Nuisances, Article 8.01 general provisions, section 8.01.002 consumption of alcoholic beverage in a public place, to allow them to serve alcohol in and around the area commonly known as the Celina square during Cinco De Mayo on Saturday, May 7, 2016 from 2:00 P.M. to 10:00 P.M. (Matehuala)

Background Information:

N/A

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Attached request

Staff Recommendation:

Vicki Faulkner

From: GARCJ26@nationwide.com
Sent: Wednesday, April 06, 2016 12:03 PM
To: Vicki Faulkner
Subject: Cinco de Mayo

Dear City Council,

El Puente de Celina is requesting permission to sell alcohol (beer) on the Cinco de Mayo Festival to be held on May 7, 2016. I would like for City Council to put on agenda for next Tuesday I am procuring the insurance and liquor liability for this event, and have filled the application for the single day event permit. Spoke to Beth at TABC in Denton, all I have to do is show up with cashier check and application and I will walk out with permit on hand. She has been out of the office and in court so she hasn't been able to fulfill my request.

Respectfully,

Javier Garcia
Associate Agent
Mike Thompson Insurance Agency
5295 US Hwy 377 ste 1
Krugerville, Texas 76227
W 940-343-5713 ext. 104 | F 940-239-0815
garcj26@nationwide.com

Attachment: Alcohol Permission Request (1569 : Cinco de Mayo Festival)