



**NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, MARCH 17, 2015 AT 6:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Engineering Update-Johnson
- B. Introduction of New City Staff-Foreman, Johnson
- C. Farmers' Market Update-Vanzant, Baty
- D. Discussion regarding any/all agenda items

III. EXECUTIVE SESSION:

- A. City Council will convene into Executive Session pursuant to Texas Government Code Section 551.072 Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property, and Section 551.071 Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
- B. Acquisition of southeast sector water and sewer easements
- C. Reconvene into Open Session and act upon items discussed in executive session

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Texas Best Practices Recognition
- B. National Main Street Recognition
- C. Kyle Mills Certificate of Appreciation
- D. Public Works Department Recognition

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. Consider and Act Upon Approval of Meeting Minutes From: 02/10/2015, 02/25/2015. Faulkner
- B. Consider and Act Upon an Agreement by and Between Denton County Elections Administrator and the City of Celina for Election Services for the May 9, 2015 General City Election. Faulkner
- C. Consider and Act to Authorize the City Manager to Execute a Memorandum of Understanding (MOU) with NTTA and Collin County for Dallas North Tollway ROW Utility Crossings. Johnson
- D. Consider and Act to Authorize the City Manager to Execute Amendment #3 to the Parkside Development Agreement. Johnson
- E. Consider and Act to Accept a Petition for Annexation and Set Two Public Hearing Dates on April 14, 2015, 6:30 P.M. and 6:35 P.M., to Consider Testimony Regarding Annexing ±86.64 Acre Tract of Land Located in the John Morton Survey, Abstract Number 791, the Anthony Thomasson Survey, Abstract Number 1265, Denton County, Texas. the Property is Generally Located South of Carey Road, North of Parvin Road and West of CR 6 (Legacy Drive). (West Celina 86) Liebman
- F. Consider and Act to Accept a Petition for Annexation and Set Two Public Hearing Dates on April 14, 2015, 6:30 P.M. and 6:35 P.M., to Consider Testimony Regarding Annexing ±4.518 Acre Tract of Land Located in the John Ragsdale Survey, Abstract Number 735, Collin County, Texas. the Property is Generally Located North and East of FM 455, West of CR 946 and South of the Denton/Collin County Line. Liebman
- G. Consider and Act Upon a Resolution of the City Council of the City of Celina, Texas, Setting a Date, Time and Place (Tuesday, April 14, 2015 6:00 P.M. & Tuesday, April 14, 2015 6:30 P.M.) for Public Hearings on the Proposed Annexations 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 Actions to Fulfill the Requirements of the Municipal Annexation Act. Liebman
- H. Consider and Act Upon a Resolution Revising the City's Early Model Home Policy. Liebman
- I. Consider and Act Upon a Construction Plat for the Lakes at Mustang Ranch Phase 1 167.863 Acres Situated in the Coleman Watson Survey, Block 4, Tract 26; Abstract No. 945, Collin County, Comprised of 334 Residential Lots and 18 Common Area Lots. the Property is Generally Located North of FM 1461, West of FM 2478, East of CR 84, and South of Brinkmann Ranch Road. Liebman

- J. Consider and Act Upon an Ordinance Annexing Approximately 112.286 Acres in the Coleman Watson Survey, Abstract No. 985, Tract 37, Tract 52, and Tract 51, Collin County, Texas, Generally Located North of FM 1461, West of FM 2478, East of CR 84, and South of Brinkmann Ranch Road. (Wellspring Estates) Liebman
- K. Consider and Act Upon a Construction Plat for the Creeks of Legacy Model Home Park, 2.712 Acres Situated in the Davenport Survey, Abstract No. 262 and the F.D. Gary Survey, Abstract No. 361, Collin County Comprised of 9 Residential Lots, Generally Located on the Northwest Corner of FM 1461 (Frontier Parkway) and Doe Branch Boulevard. Liebman
- L. Consider and Act Upon an Ordinance Annexing Approximately 3.413 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #4, 97.547 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #12, 52.76 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #11A(1) and 36.740 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #2, Denton County, Texas, Generally Located at the Northeast Corner of Parvin Road and FM 1385. Liebman

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council Will Conduct a Public Hearing to Consider Testimony and Take Action Regarding a Residential Replat Request on ±0.499 Acres in the Perkins Addition, Lot 6A and 6C, Block 5, an Unrecorded Subdivision in Celina, Texas in the John Willock Survey, Abstract No. 975, and More Commonly Known as 701 W. Walnut Street. Liebman

IX. ACTION ITEM:

- A. Consider and Act Upon an Ordinance Amending the Zoning on a ±510.80 Acre Tract of Land Situated in the F. Wilkerson Survey, Abstract Number 1411; H. Rue Survey, Abstract Number 1111; T. Cox Survey, Abstract Number 309; J. Rue Survey, Abstract Number 1109; and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, to "PD" Planned Development District #52, Generally Located at the Northeast Corner of Parvin Road and FM1385. (Sutton Fields) Liebman
- B. Consider and Act Upon an Ordinance Amending the Zoning on 112.286 Acres Situated in the Coleman Watson Survey, Block 4, Tract 51, Abstract No. 945 in Collin County, Texas, to "PD" Planned Development District #52, Generally Located North of FM 1461, West of FM 2478, East of CR 84, and South of Brinkmann Ranch Road. (Wellspring Estates) Liebman
- C. Consider and Act Upon a Final Plat for Light Farms Phase 3 (The Cypress and Sage Neighborhoods), Approximately 77.78 Acres Situated in the Collin County School Land Survey No.14, Abstract No. 167 in Collin County, Texas. Liebman
- D. Consider and Act Upon an Ordinance Amending the City's Code of Ordinances, Appendix A, Fee Schedule to Provide Provisions for Farmers' Market Permits. Liebman
- E. Consider and Take Action on an Ordinance Amending the City's Code of Ordinances; Chapter 6: Health and Sanitation; Article 6.04: Food Establishments; and to Create a New Division 3 Entitled Farmer's Markets. Liebman
- F. Consider and Act Upon a Resolution Declaring Unopposed Candidates in the May 9, 2015, Special City Election Elected to Office and Canceling the Election. Faulkner

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



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re:

Action Requested:

Introduction of New Staff Members

Staff Recommendation:

N/A

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



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: Meeting Minutes

Action Requested:

Consider and Act Upon Approval of Meeting Minutes From: 02/10/2015, 02/25/2015. Faulkner

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Minutes attached

Staff Recommendation:

Approval

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



**CITY COUNCIL WORKSESSION, PUBLIC HEARING, & REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO (NEW LOCATION)
TUESDAY, FEBRUARY 10, 2015**

5:00 P.M. Worksession/Regular Session/ 6:30 P.M. Public Hearing/Action

M I N U T E S

WORKSESSION/REGULAR SESSION 5:00 P.M.

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Sean Terry called the meeting to order at 5:08 p.m. Councilmembers present were Lori Vaden, Chad Anderson, Wayne Nabors and Mayor Pro Tem Carmen Roberts. Councilman Vincent Ramos was absent.

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. FY 2014 Audit Presentation – *Finance Director Jay Toutouchian introduced Tommy Nelson with Scott, Singleton, Fincher and Company, PC who presented highlights from the audit and stated that the city was in good shape financially.*
- B. Quarterly Financial Summary – *The summary was presented by Finance Director Jay Toutouchian.*
- C. Capital Improvement Plan – *City Manager Mike Foreman introduced Jim Sabonis with First Southwest who presented the city's debt capacity analysis. Councilman Nabors stated that the Finance Committee's recommendation is to heed the advice of the Financial Advisor (regarding debt issuance).*
- D. Engineering Update – *Public Works Director Gabe Johnson gave updated information regarding SH 289 irrigation and lighting, and roadway construction. He introduced Buddy Minnett with Specialty Land Services who is obtaining waterline easements for the city.*
- E. Employee Introductions/Recognitions – *None this month.*
- F. Discussion regarding any and all agenda items – *No further discussion took place.*

The City Council convened into executive session at 6:06 p.m. with City Manager Mike Foreman and City Attorney Lance Vanzant.

III. EXECUTIVE SESSION:

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

- A. Michael Montgomery – new position
- B. Marketing – new position

RECONVENE INTO OPEN SESSION:

- 1. Consider and act upon items discussed in executive session

The City Council reconvened into open session at 6:36 p.m. No action was taken out of executive session.

Attachment: 2015-02-10 Minutes (1031 : Meeting Minutes)

PUBLIC HEARING/ACTION ITEMS 6:30 P.M.**IV. PLEDGE OF ALLEGIANCE/INVOCATION:**

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

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

Mayor Terry and Councilman Nabors presented Avisse Samuel, a visiting pastor from Africa with a proclamation thanking him for serving the local schools and community during his visit to Celina and making him an honorary citizen.

VI. OPEN FORUM:

Keith Smith of 3001 Cedar Trail, Clint Duncan of 5414 Pebblecreek, Jim Tokarczyk of 3031 Pecan Grove and Mike Cleburg spoke to the council about their concerns regarding a proposed sewer line in their Twelve Oaks neighborhood including returning their property to original condition, possibly tying into the system, easements too wide, the brokerage firm telling them different information, an easement placed in a garage, insurance concerns with a large trench in yards and suggestions to move it somewhere else.

Jane Huddleston of 613 W. Pecan St. requested that the council not accept the proposed low income tax credit housing project on the agenda in the location currently proposed.

Luke, John and Lily Vanzant invited council members to speak at an event for their homeschool community about the work they do for the city.

VII. CONSENT AGENDA:

- A. Consider and act upon approval of meeting minutes from: 01/13/2015.
- B. Consider and act upon approval of a resolution (2015-08R) of the City Council of the City of Celina, Texas, requesting and supporting an amendment to the definition of "municipality" in the Texas Local Government Code.
- C. Consider and act upon approval of a resolution (2015-09R) of the City Council of the City of Celina, Texas, supporting the Keep Texas Beautiful, Inc. Organization in Celina, Texas and establishing a Keep Celina Beautiful Committee.
- D. Consider and act upon approval of an ordinance (2015-11) of the City Council of the City of Celina, Texas, amending the Code of Ordinances, Chapter 1, General Provisions, Article 1.04: Boards, Commissions, and Committees by adding a new Division 5, establishing the Keep Celina Beautiful Commissions; setting officers; setting a number of members; establishing policy.
- E. Consider and act upon approval of a Joint General & Special Election Contract for election services by and among the City of Celina, Celina Independent School District, Collin College District and Collin County Elections.
- F. Consider and act upon approval of the 2013/2014 Annual Fiscal Audit.
- G. Consider and act to authorize the city manager to submit a letter of objection to Brazos Electric for the proposed Parvin Road Transmission Line and Substation Project-Southeastern Denton County.

Mayor Pro Tem Roberts moved to approve the consent agenda. Councilman Nabors seconded. Motion carried. 4-yes;0-no.

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an ordinance (2015-12) amending the City's Code of Ordinances Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 4: Landscape Requirements.

Mayor Terry opened the hearing. No public comment was received. Mayor Terry closed the hearing. Councilman Anderson moved to approve item A. Mayor Pro Tem Roberts seconded. Motion carried. 4-yes;0-no.

- B. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an ordinance (2015-13) amending Ordinance 2006-27 Planned Development District #23. The

property is ±119.1 acres and is comprised of tracts 59, and 62 of the Collin County School Land Survey #14, Abstract Number 167, in Celina Texas. The property is generally located east of County Road 52, south of County Road 55, north of County Road 53 and west of the Burlington Northern Santa Fe Rail Road. (G-Bar 7)

Mayor Terry opened the hearing. No public comment was received. Mayor Terry closed the hearing. Mayor Pro Tem Roberts moved to approve item B. Councilwoman Vaden seconded. Motion carried. 4-yes;0-no.

- C. The Celina City Council will conduct a public hearing to consider testimony regarding a zoning amendment request on ± 112.286 acres situated in the Coleman Watson Survey, Block 4, Tract 51, Abstract No. 945 in Collin County, Texas to PD (Planned Development). The property is generally located north of FM 1461, west of FM 2478, east of County Road 84, and south of Brinkman Ranch Road. (Wellspring Estates)

Director of Planning and Development Services Helen-Eve Liebman presented the applicants request for a gated community. Steven Smith with Fraser Capital gave a presentation to the city council over their development. He asked the council to consider approving the layout and gating. Mayor Terry opened the hearing. Councilman Anderson asked about emergency access in a gated community. Police Chief Metdker said a knox box would be used. Councilman Nabors expressed concerns regarding maintenance of the roads. Mayor Terry asked if the company had done a gated community before. Mr. Smith answered no. Mayor Pro Tem Roberts stated that she likes gated communities. No public comment was received. Mayor Terry closed the public hearing.

- D. The Celina City Council will conduct a public hearing to consider testimony and take action on a development agreement for a 510.80 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas the property is generally located at the northeast corner of Parvin Road and FM1385. (Sutton Fields)

Director of Planning and Development Services Helen-Eve Liebman asked if the applicant would like to withdraw their request. Clayton Snodgrass said they would like to withdraw.

Mayor Terry recused himself at 7:32 p.m. and left the room due to a conflict of interest regarding items E, F and G.

- E. The Celina City Council will conduct a public hearing to consider testimony on a zoning amendment request on a ±510.80 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, to PD (Planned Development). The property is generally located at the northeast corner of Parvin Road and FM1385. (Sutton Fields)

Mayor Pro Tem Roberts opened the hearing. No public comment was received. Mayor Pro Tem Roberts closed the hearing.

- F. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an ordinance (2015-14) amending Ordinance 2009-04 Planned Development District # 39. The property is ± 331.968 acres and is comprised of Lots 14, 15 and 17 of Subdivision 14 of the Collin County School Land Survey, Abstract Number 167, in Celina Texas. The property is generally located west of SH 289 (Preston Road), south of County Road 53, north of Frontier Parkway (County Road 5) and east of the Burlington Northern Santa Fe Rail Road. (Ownsby Property)

Mayor Pro Tem Roberts opened the hearing. No public comment was received. Mayor Pro Tem Roberts closed the hearing.

Mayor Terry returned to the meeting at 7:47 p.m.

IX. ACTION ITEMS:

- A. Consider and act upon a resolution of the City of Celina, Texas, regarding a proposed application of support for a low income tax credit program project, generally located south of E. Ash St., east of Business 289/S. Oklahoma Dr., and west of SH 289/Preston Road.

Mr. Jervon Harris, Sr. Vice President of Gardner Capital explained to the council what was being proposed and asked for \$66,500.00 in funding. Councilman Nabors moved to deny the request. Councilman Anderson seconded. Motion carried. 4-yes;0-no.

- B. Consider and act upon approval of a resolution (2015-10R) of the City Council of Celina, Texas, authorizing the submission of two grant applications through the Texas Parks and Wildlife Department for the improvement and expansion of Old Celina Park; and authorizing the City Manager to act as the City's executive officer and authorized representative in all matters pertaining to the City's participation in the Texas Parks and Wildlife Department Grant Program.

Director of Parks and Recreation Cody Webb told the council that two grants would be submitted. One for \$75,000.00 and one for \$400,000.00 to be used for land acquisition. Councilman Anderson moved to approve item B. Mayor Pro Tem Roberts seconded. Motion carried. 4-yes;0-no.

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 8:00 p.m.

Sean Terry, Mayor

Vicki Faulkner, City Secretary
City of Celina, Texas

Date Minutes Approved



CITY COUNCIL SPECIAL MEETING
 CELINA COUNCIL CHAMBERS
 302 W. WALNUT ST., CELINA, TEXAS
WEDNESDAY, FEBRUARY 25, 2015
 5:00 P.M.

M I N U T E S

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Sean Terry called the meeting to order at 5:00 p.m. Councilmembers present were Mayor Pro Tem Carmen Roberts, Lori Vaden, and Chad Anderson. Wayne Nabors arrived at 5:09 p.m. Councilman Ramos was absent.

II. CONSENT AGENDA:

- A. Consider and act upon an ordinance of the City of Celina, Texas, correcting a clerical error in Ordinance No. 2014-57, Exhibit C; The Lakes of Mustang Ranch Planned Development Regulations pertaining to thoroughfare screening regulations. Liebman
- B. Consider and act upon a resolution of the City of Celina, Texas, in opposition to a revenue cap and legislative interference with local services. Foreman

Mayor Pro Tem Roberts moved to approve items A and B. Councilman Anderson seconded. Motion carried. 3-yes;0-no.

III. PUBLIC HEARING:

- A. The Celina City Council will conduct two public hearings at 5:00 P.M. & 5:05 P.M. to consider testimony regarding a voluntary annexation request from Frasier Capital on behalf of Prosper ISD for ±112.286 Acres in the Coleman Watson Survey, Abstract No. 945, Tract 37, Tract 52, and Tract 51, Collin County, Texas. (Wellspring Estates) Liebman

Mayor Terry opened the hearing at 5:00 p.m. No public comment was received. Mayor Terry closed the hearing at 5:02 p.m.

At 5:03 p.m. Mayor Terry recused himself from the meeting due to a conflict of interest and left the room. Item B public hearing number one was held.

Mayor Terry returned to the meeting for the second public hearing on item A at 5:04 p.m.

Mayor Terry opened the second hearing at 5:05 p.m. No public comment was received. Mayor Terry closed the hearing at 5:05p.m.

- B. The Celina City Council will conduct two public hearings at 5:00 P.M. & 5:05 P.M., to consider testimony regarding voluntary annexation requests from the following applicants: (Sutton Farms) Liebman
 - Frisco Industrial Partners for 52.76 acres situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #11A(1), Denton County, Texas.

- The Kim Family Living Trust for 97.547 acres situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #12, Denton County, Texas.
- Mike A. Myers Investment Holdings L.P. for 3.413 acres situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #4, Denton County, Texas.
- Tarsan Corp for 36.740 acres situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #2, Denton County, Texas.

At 5:03 p.m. Mayor Terry recused himself from item B due to a conflict of interest and left the room.

Mayor Pro Tem Roberts opened the hearing at 5:03 p.m. No public comment was received. Mayor Pro Tem Roberts closed the hearing at 5:04 p.m.

Mayor Pro Tem Roberts opened the second hearing at 5:06 p.m. No public comment was received. Mayor Pro Tem Roberts closed the hearing at 5:07 p.m.

Mayor Terry returned to the meeting at 5:07p.m.

IV. ACTION ITEMS:

- A. Consider and act to authorize the submission of a 2014 SAFER Grant for no more than 8 fire department staff members. Metdker/Mills

Deputy Chief Kyle Mills presented the grant structure to City Council. Councilman Anderson moved to approve item A. Councilwoman Vaden seconded. Motion carried. 4-yes;0-no.

City Council convened into executive session at 5:13 p.m. with City Attorney Lance Vanzant, City Attorney Julie Fort, City Manager Mike Foreman and Director of Planning and Development Services Helen-Eve Liebman.

V. EXECUTIVE SESSION:

City Council will convene into Executive Session pursuant to Texas Government Code Section 551.071(2), Consultation with Attorney, to seek the advice of the City Attorney or other legal counsel concerning pending or contemplated litigation or on a matter in which the duty of the attorney (s) to the City under the Texas Disciplinary Rules of Professional conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

- A. Development application by Hillwood for the Wells tract south, the steps to be completed and the order of scheduling for completion of the development project.

RECONVENE INTO OPEN SESSION:

1. Consider and act upon items discussed in executive session.
- 2.

City Council reconvened into open session at 5:49 p.m. No action was taken out of executive session.

VI. ADJOURNMENT:

There being no further comment Mayor Terry closed the meeting at 5:49 p.m.

Sean Terry, Mayor

Vicki Faulkner, City Secretary

Date Minutes Approved



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mark Metdker, Public Safety Director
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: Election Services with Denton County

Action Requested:

Consider and Act Upon an Agreement by and Between Denton County Elections Administrator and the City of Celina for Election Services for the May 9, 2015 General City Election.
Faulkner

Background Information:

The City of Celina is located in Collin and Denton County making it necessary to contract with each county for election services.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Contract services with Denton County is estimated at a flat rate of \$400.00 for entities with less than 500 registered voters.

Legal Review:

The City Attorney has reviewed this contract

Supporting Documents:

Contract

Staff Recommendation:

Approval

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

THE STATE OF TEXAS
COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Denton County:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 9, 2015 election to be administered by Lannie Noble, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 9, 2015.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Denton County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Denton County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Denton County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all electronic voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Attachment: Denton County Election Services (1033 : Election Services)

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Denton County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2015 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 9, 2015 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2015 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the rate of \$7 per hour.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County (\$11 an hour for presiding judges, \$10 an hour for alternate judges, and \$9 an hour for clerks) pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's electronic voting system and equipment, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot and the audio recording of the ballot, insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting by Personal Appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate electronic voting system.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment “B” of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address for the Denton County Early Voting Clerk is:

Lannie Noble, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots, that are sent by a contract carrier (ie. UPS, FedEx, etc.) should be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Lannie Noble, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208

The Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 8:00 a.m. each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lannie Noble, Denton County Elections Administrator
Tabulation Supervisor:	Brandy Grimes, Denton County Technical Operations Manager
Presiding Judge:	Kerry Martin, Deputy Elections Administrator
Alternate Judge:	Paula Paschal, Contract Manager

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated by posting on the Elections website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if

requested) and by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating entities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or his designee, no later than three days after Election Day of the date of the canvass.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority, unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 9, 2015 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 13, 2015. This date may be negotiable based on the Secretary of State's calendar for elections in 2015.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Each participating authority agrees to pay the Denton County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with any individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an election day polling place or early voting site within their Denton County territory shall pay a flat fee of \$400 for election expenses.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee, if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election

records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Judge and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 9, 2015 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election.

[illegible]

XVII. SIGNATURE PAGE (separate page)



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: ROW Utility Crossings

Action Requested:

Consider and Act to Authorize the City Manager to Execute a Memorandum of Understanding (MOU) with NTTA and Collin County for Dallas North Tollway ROW Utility Crossings.
Johnson

Background Information:

Staff will be working with the City Attorney in drafting a three party MOU. The proposed MOU is similar to the ILA that Prosper has with NTTA and Collin County allowing them to cross the DNT ROW with utilities understanding that the City takes the responsibility of relocating utilities in the future, if necessary. Council passed a resolution in August for a one time crossing for the Creeks of Legacy off-site utility crossings. Collin County Commissioners have requested that the City execute a formal agreement for any future utility crossings.

Board Review/Citizen Input:

None

Alternatives:

None

Financial Considerations:

None

Legal Review:

City Attorney will be working with Staff on the MOU language.

Supporting Documents:

Language that NTTA will be requiring

Exhibit Map

Town of Prosper ILA

Staff Recommendation:

Staff Recommends Authorizing the City Manager to Execute the MOU

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

Utility Relocation. Generally If the Authority elects to proceed with construction of the Phase 4a Extension as a turnpike project the City shall timely relocate City-owned utilities or, at the City's option, reimburse the Authority for the cost of relocating and adjusting all utilities owned by the City that are situated in right-of-way required for the Phase 4a Extension or are otherwise affected by, or in conflict with, the construction, operation or maintenance of the Phase 4a Extension. The City shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of the Phase 4 Extension. If the City elects to reimburse the Authority in lieu of performing the relocation work, the Authority, its engineer(s) and contractor(s), at the City's expense, shall design and undertake said relocation, and the City shall provide, at its expense, quality assurance inspection services during said relocation and adjustment, all as may be more specifically set forth in the subsequent agreements.

Utility-Clear Zones at DNT Overpasses. If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the City shall be responsible for the relocation of utilities during the design of the turnpike main lanes for the Phase 4a Extension. Relocations shall be made in such a manner to provide an unobstructed zone for the overpass bridge foundations at each location where the Phase 4a Extension crosses over existing or proposed City streets. This utility clear zone shall be located between four feet (4') and twelve feet (12') behind the back of curb of the through traffic lanes of the ultimate cross-street width. The Authority (and the City, in preparing the Project Schematic Design) will design the overpass bridges to accommodate the ultimate cross street widths as determined by the City. If the Authority determines that the Phase

4a Extension bridge foundation elements are required in the center median of cross streets, an eight foot (8') wide utility clear zone shall also be provided by the City. The utility clear zone shall extend not less than one hundred twenty-five feet (125') in either direction of the Phase 4 Extension centerline (two hundred fifty feet [250'] total). The City shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of the Phase 4a Extension.

At any place where a water, sewer, oil or gas line or conduit crosses under a highway or road, it shall be constructed and maintained in accordance with governing laws, and regulations of the North Texas Tollway Authority attached hereto as North Texas Tollway Authority Form 192-4 (Specifications for placing water, sewer, oil or gas line or conduit within the rights-of-way or crossing Turnpike Projects).

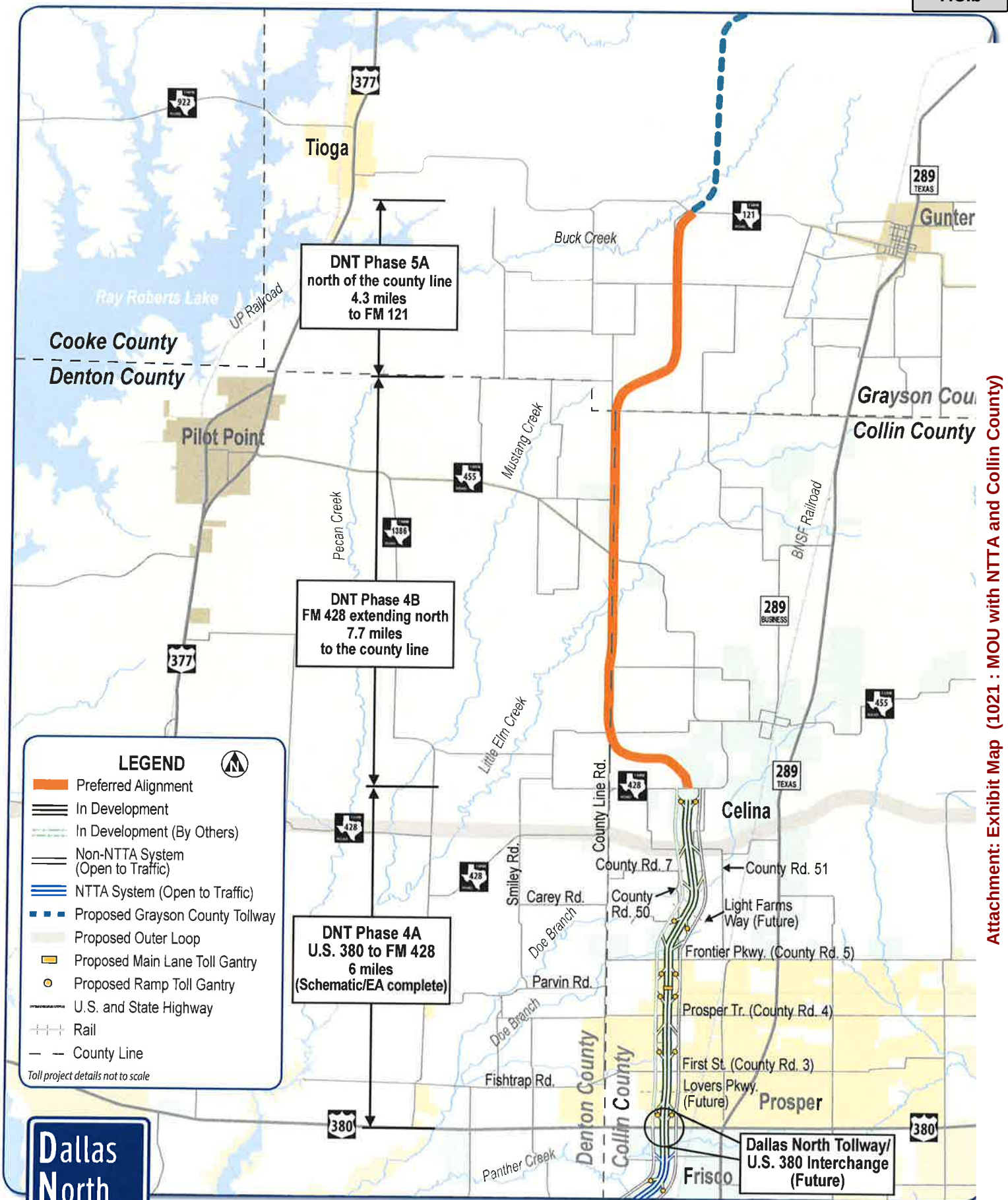
NORTH TEXAS TOLLWAY AUTHORITY

SPECIFICATIONS FOR PLACING WATER, SEWER, GAS AND OIL LINES AND CONDUIT WITHIN THE RIGHTS-OF-WAY OR CROSSING TURNPIKE PROJECTS

1. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6" horizontal layers by approved hand-operated mechanical tamping equipment. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
2. Where sodding is disturbed by excavation or backfilling operations, such areas shall be replaced by 100% Bermuda block sod, regardless of slope.
3. Crossing under surfaced roads and under surfaced cross roads within the Project shall be placed by boring. Boring shall extend from crown line to crown line. All lines under the Project carrying pressure shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. All utilities under a tollway pavement shall be encased in a separate structure from the actual utility line. This can be steel, concrete or plastic, designed to support the load of the highway.
4. Operations along any Turnpike Project shall be performed in such manner that all excavated material be kept off the pavements at all times, as well as all operating equipment.
5. Barricades and warning signs and flagmen when necessary shall be provided by the Contractor or Owner. No main lane, ramp lane closures, nor blocking of any portion of the roadway may be made without specific written approval of the NTTA.

6. All excavations within the right-of-way and under the proposed roadway embankment, and/or proposed surfacing, will be backfilled by tamping in 6" horizontal layers by approved hand-operated, mechanical tamping equipment to the density at optimum moisture content required by the North Texas Tollway Authority.
7. Minimum cover above the top of pipe conduit or encasement shall be 2'-0" or as required by the Authority.
8. The Turnpike right-of-way fence shall be left undisturbed during construction and may not be cut or moved within the permission of the Authority. Any moving, cutting, or damage to the right-of-way fence by the Utility Company shall be replaced at the Utility Company's expense to the satisfaction of the Authority.
9. The cutting or mutilating of trees and shrubs will not be permitted without the written approval of the North Texas Tollway Authority.

Soundwalls. If federal law requires construction of soundwalls (sometimes known as noise walls), screen walls, retaining walls or similar structures as a condition to operating the Phase 4a Extension or any portion thereof, the City shall pay all design and construction costs associated there with respect to walls required due to the proximity to the Phase 4 Extension of residential properties or other properties eligible for protection under Federal Highway Administration guidelines, as they may be amended from time to time.



Attachment: Exhibit Map (1021 : MOU with NTTA and Collin County)

February 2015

Website: www.ntta.org
NTTA
 NORTH TEXAS

Packet Pg. 28

**INTERLOCAL AGREEMENT
BY AND AMONG
THE TOWN OF PROSPER,
THE COUNTY OF COLLIN,
AND
THE NORTH TEXAS TOLLWAY AUTHORITY
REGARDING THE PHASE 4 EXTENSION OF
THE DALLAS NORTH TOLLWAY**

Attachment: Town of Prosper ILA for DNT Service Roads Maintenance (1021 : MOU with NTTA and Collin County)

CONTRACT ~~DNT~~ ^{FSF-85}

THE STATE OF TEXAS §
COUNTY OF COLLIN §

**INTERLOCAL AGREEMENT BY AND AMONG
THE TOWN OF PROSPER, THE COUNTY OF COLLIN,
AND THE NORTH TEXAS TOLLWAY AUTHORITY
REGARDING THE PHASE 4 EXTENSION OF
THE DALLAS NORTH TOLLWAY**

THIS AGREEMENT (herein so called) is entered into effective as of the 21st day of October, 2003, by and among the TOWN OF PROSPER, a municipal corporation organized and existing under the laws of the State of Texas (the "Town"), the COUNTY OF COLLIN, a political subdivision of the State of Texas (the "County"), and the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas (the "Authority");

WITNESSETH:

WHEREAS, the Authority currently is improving, extending, and enlarging, or is planning to improve, extend, and enlarge, the Dallas North Tollway ("DNT") from south of SH 121 northward to U.S. Highway 380 ("US 380"), said improvement, extension, and enlargement to include the construction of tollway lanes, service roads, approaches, interchanges, ramps, toll facilities, bridges, and buildings, and, where appropriate, the modification of existing structures, all of said improvement, extension, enlargement, and modification being known as the Dallas North Tollway Extension Project, Phase 3 (the "Phase 3");

Extension”), all in conformance with the provisions of the Regional Tollway Authority Act, Chapter 366 of the Texas Transportation Code, as amended (hereinafter referred to as the “Act”);

WHEREAS, the Authority has assisted corridor planning initiatives that provide for the construction of the DNT as a toll project between northbound and southbound frontage roads from the future main lanes of US 380 to logical termini at FM 428 in Collin County;

WHEREAS, the Town and the County have determined that the future northward extension of the DNT beyond US 380 is in the best interest of their citizens, and the Town Council of Prosper and the Commissioners Court of Collin County each have passed Resolutions requesting that the Authority continue in its joint effort with the Town and the County to evaluate, and preliminarily plan and develop, a proposed a 6-mile extension of the DNT, to be known as the Dallas North Tollway Extension Project, Phase 4 (the “Phase 4 Extension”), which, if constructed, will extend the DNT from US 380 to FM 428;

WHEREAS, the Authority has requested the County to provide for survey plats and legal descriptions of all the property, including, but not limited to, fee parcels and easements, required in connection with the Phase 4 Extension and to provide for the completion of the conceptual schematic design of the Phase 4 Extension (the “Project Schematic Design”) within a three-hundred-sixty-foot-wide (360’-wide) to four-hundred-foot-wide (400’-wide) right-of-way between US 380 and FM 428, which is of sufficient width to construct thereon six (6) lanes of service roads and six (6) lanes of controlled access tollway lanes; a map designating the proposed centerline station points of the Phase 4 Extension between US 380 and FM 428 is attached hereto as Exhibit A;

WHEREAS, the County is also willing to provide for the conveyance to the Authority, at no cost to the Authority, of the property and easements described in the preceding recitals which are required in connection with the construction of the Phase 4 Extension;

WHEREAS, the County has agreed to provide the schematic design for the Phase 4 Extension and to design and construct a single, bi-directional and two-lane road (which shall be designed for ultimate construction of a three-lane road) from US 380 to FM 428. Said road, together with all drainage improvements related thereto as reasonably deemed necessary by the County, Town, and Authority, being collectively referred to as the “East Service Road.” The East Service Road will become the northbound frontage road for the Phase 4 Extension if the turnpike main lanes for the Phase 4 Extension ultimately are constructed;

WHEREAS, the Town has agreed to construct utility extensions and provide easements and other interests for all municipally owned and/or operated utilities that are required to service all of the Authority’s facilities comprising the Phase 4 Extension that are located within the Town’s corporate limits or Extra-Territorial Jurisdiction (“ETJ”) and to direct and oversee the proper installation or relocation of all municipally franchised utilities located in or crossing the Phase 4 Extension right-of-way so as to minimize conflicts and the necessity for future relocation to accommodate later expansion or other construction;

WHEREAS, the Authority is willing to (a) continue its evaluation and planning of the Phase 4 Extension and (b) perform other work and provide additional commitments all as more particularly described, and for the consideration expressed, in this Agreement; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform

governmental functions and services under the terms thereof, and the Town, the County, and the Authority have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the separate and distinct issues of importance to them regarding the matters addressed in this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual benefits and advantages accruing to the Town, the County, and the Authority, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties hereto agree as follows:

Article 1 - Obligations of the County

1.1. Surveying. The limits of the Phase 4 Extension shall be as shown on Attachment 1 hereto, which is hereby made a part hereof. In accordance with applicable statutory requirements, the County shall retain a professional surveying firm or firms reasonably acceptable to the Authority and the Town to prepare ground surveys, set or establish monuments and property corners, locate features (including all improvements of any kind), prepare survey plats, and prepare legal descriptions for all land which, in the reasonable determination of the Authority and its General Engineering Consultant, HNTB Corporation, is required to be (a) acquired in fee to provide a three-hundred-sixty-foot-wide (360'-wide) to four-hundred-foot-wide (400'-wide) right-of-way for the Phase 4 Extension, or (b) encumbered with drainage, slope or embankment, temporary construction or detour, or other easement interests, to permit the construction and operation by the Authority of the Phase 4 Extension, including, but not limited to, the East Service Road. All survey plats prepared in accordance with this Section 1.1 shall be

of such a form as to permit the Title Company (hereinafter defined) to furnish the “standard survey deletion,” and shall be certified and delivered to the Authority.

1.2. Right-of-Way. The County, at no cost to the Authority or the Town, shall acquire (a) fee simple ownership in and to all property required for a three-hundred-sixty-foot-wide (360'-wide) to four-hundred-foot-wide (400'-wide) right-of-way strip as described in clause (a) of Section 1.1, and (b) the appropriate easement interests of suitable lengths and widths in and to all property described in clause (b) of said Section 1.1. At its option, the Town may acquire one or more right-of-way parcels and convey them to the County on terms agreeable to the Town and County. All property and easement interests shall be conveyed or granted to the County by such instruments and with such warranties of title as are required by the Title Company as a condition to the issuance of the title insurance described below. The County and, if applicable, the Town shall cooperate with the NTTA General Counsel (hereinafter defined) in (a) reviewing and, to the extent necessary, clearing the status of title to each fee and easement parcel that is to be conveyed or granted under Section 1.1, and (b) preparing the conveyance instruments for such parcels. The Authority shall review and approve the conveyance instruments and title to all right-of-way parcels before acceptance thereof by the County or Town. The County shall select and retain one or more title insurance companies reasonably acceptable to the Town and the Authority (whether one or more, the “Title Company”) to issue, at no cost to the Town or the Authority, owner policies of title insurance insuring the County’s good and indefeasible title to the property to be conveyed to the County in fee, and good title to the easements to be granted to the Authority, said policies to be subject only to those matters of title reasonably acceptable to and approved by the Authority. Unless and until a right-of-way parcel is conveyed to the

Authority under Section 1.3 below, the Town and/or County shall operate, maintain, regulate, and police such parcel, and the Authority shall have no responsibility therefor; thereafter, the Town's, County's, and Authority's respective obligations shall be governed by Article 5 below.

1.3. Conveyance to the Authority. If the Authority establishes feasibility for the Phase 4 Extension and elects to proceed with the construction thereof, the property required for the entire Phase 4 Extension, including the East Service Road, shall be conveyed to the Authority before the Authority's sale of bonds or closing of other financing for the Phase 4 Extension. The Authority shall receive good and indefeasible fee simple title to all property conveyed to it, and good title to all easement interests granted to it, subject only to those matters of title reasonably acceptable to and approved by the Authority (the "Permitted Exceptions"), and free from all liens, rights of assessments, private easements, rights of reverter, and use restrictions.

1.4. East Service Road Design. At its sole cost, the County shall retain, in accordance with applicable statutory selection criteria, one or more engineering design firms reasonably acceptable to the Town and the Authority to design the East Service Road as, initially, a two-lane service road, and, ultimately, a three-lane service road, to operate as a bidirectional street and subsequently to be utilized as a northbound frontage road for the Phase 4 Extension. The East Service Road shall extend from south to north a distance of approximately six (6) miles from the northern terminus of the existing DNT Phase 3 Extension northbound frontage road south of US 380 to an intersection with FM 428.

1.5. Project Schematic Design. At its sole cost, the County shall retain, in accordance with applicable statutory selection criteria, one or more engineering design firms reasonably acceptable to the Town and the Authority to prepare a schematic design (up to the 30% design

completion) for the entire Phase 4 Extension, which shall include, but not be limited to, designs for (a) the East Service Road, (b) a southbound service road to be designed for initial use as a two-lane service road, and, ultimately, as a three-lane service road, (c) the turnpike main lanes, and (d) all toll plazas, ramps, bridges, cross streets, and major drainage structures comprising the Phase 4 Extension.

1.6. Design Standards. The East Service Road and the Project Schematic Design must comply with the general design criteria utilized by the Authority for its turnpike projects. Without limiting the foregoing, the County shall ensure that the East Service Road conforms to the proposed design and location of the Phase 4 Extension's turnpike main lanes and is designed and constructed in accordance with the latest edition and revisions of the American Association of State Highway and Transportation Officials' (AASHTO) Standard Specifications for Highway Bridges, including applicable interim specifications, the Highway Design Division Operations and Procedures Manual of the Texas Department of Transportation ("TxDOT"), TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, TxDOT's Foundation Exploration Manual, TxDOT's Bridge Design Guide, and The Texas Manual on Uniform Traffic Control Devices (TMUTCD). For all items not discussed in the above-referenced documents, AASHTO's A Policy On Geometric Design of Highways and Streets shall be referenced for guidance. The Project Schematic Design shall also conform to the foregoing documents, as well as the Authority's System-Wide Design Guidelines and the utility-clear requirements described in Section 2.3.

1.7. Town and Authority Design Review. The Town and the Authority shall review the design, grade, alignment, and plans for the East Service Road and the Project Schematic Design, at each of the following design milestones:

- (a) at completion of Project Schematic Design (30% design) (the schematic design of the East Service Road shall be included in the Project Schematic Design);
- (b) at 60% design completion for the East Service Road;
- (c) at 90% design completion for the East Service Road;
- (d) at final design of the East Service Road.

“Final design” shall mean that the designs, plans, and specifications are complete to the degree that they may be issued for construction bidding for the East Service Road (collectively, the “ESR Plans”). The technical work group described in the following section shall establish a schedule for achieving the foregoing design milestones.

1.8. Technical Work Group. All parties shall assist one another in the coordination of design and construction activities and in the efficient scheduling and sequencing of the construction of the East Service Road and other components of the Phase 4 Extension. In furtherance thereof, the County shall organize a technical work group that shall meet not less than monthly during the development of the Project Schematic Design and the ESR Plans. The Authority and the Town each shall assign an active, qualified, and authorized decision-making member to the technical work group. The Authority and the Town shall use reasonable efforts to provide the County with written objections, if any, to design submissions within fifteen (15) days after their receipt thereof. The members of the Technical Work Group shall work diligently and in good faith to resolve objections promptly so as to avoid slowing development of the Phase 4

Extension. Upon their final approval of the Project Schematic Design and ESR Plans, respectively, the Authority and the Town shall issue a letter or letters acknowledging such approval.

1.9. Construction of East Service Road. The County shall be responsible for acquiring all required federal, state, and local permits for the construction, operation and maintenance of the East Service Road and for the management of construction and testing of materials for said East Service Road. In accordance with applicable law and the County's established competitive bidding and procurement procedures, the County shall solicit competitive bids for the construction of the East Service Road based on the final approved ESR Plans. The County shall obtain the Town's and the Authority's approval of the terms of the Construction Contract (which approval shall not unreasonably be withheld) before the award thereof. The County shall award the construction contract for the East Service Road (the "Construction Contract") to the lowest responsible bidder. The East Service Road shall be constructed in strict accordance with the approved ESR Plans. The contractor under the Construction Contract will be referred to herein as the "General Contractor." If required by the Authority and/or the Town, the bid documents and the Construction Contract shall provide that the Town and the Authority each shall be entitled to require that the Construction Contract obligate the General Contractor to (a) list the Town and/or the Authority as "additional insureds" with respect to any insurance for which the General Contractor must obtain an "additional insured" rider or amendment and (b) cause any such insurance policies to be properly endorsed to provide for a waiver of the insurance company's right of subrogation against any insured or additional insured thereunder, and the County shall furnish to the Authority and the Town a

completed Certificate of Insurance evidencing the County's compliance with the preceding sentence before any construction commences on the East Service Road.

1.10. East Service Road/Schematic Design Costs. The County proposes to fund the design and construction of the East Service Road through proceeds from the sale of bonds that shall be part of a bond program proposal to be presented to Collin County voters on November 4, 2003 (the "2003 Bond Election"). Schematic design costs for the Phase 4 Extension, together with costs for the development of dedication instruments and issuance of title insurance, are to be paid from Collin County capital improvement project funds.

1.11. East Service Road Milestones. Contingent upon (a) the timely acquisition of all necessary right-of-way through the use of reasonable diligence, and (b) the approval of the bond program to fund the East Service Road in the 2003 Bond Election, the County intends to complete the ESR Plans by the first quarter of 2005, commence construction of the East Service Road in the second quarter of 2005, and complete construction of the East Service Road in the second quarter of 2007.

Article 2 - Obligations of the Town

2.1. Town Utilities. After the Authority commences construction of the Phase 4 Extension as a turnpike project, the Town, when requested by the Authority, will supply, at its sole cost, water and sanitary sewer service to the perimeter of the Authority's Phase 4 Extension right-of-way and adjacent to the Authority's facilities, including ancillary support and administration buildings, ramp tollbooths and main lane toll plazas that are located within the Town's corporate limits and ETJ. The Town shall invoice the Authority only for the Authority's

actual usage of said services at such standard rates as the Town charges other governmental entities, and the Authority shall promptly pay all invoices submitted therefor by the Town.

2.2. Utility Relocation, Generally. If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the Town shall timely relocate Town-owned utilities or, at the Town's option, reimburse the Authority for the cost of relocating and adjusting all utilities owned by the Town that are situated in right-of-way required for the Phase 4 Extension or are otherwise affected by, or in conflict with, the construction, operation or maintenance of the Phase 4 Extension. Utilities that require relocation shall be identified during the design of the turnpike main lanes for the Phase 4 Extension, as described in Section 3.2. The Town shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of the Phase 4 Extension. If the Town elects to reimburse the Authority in lieu of performing the relocation work, the Authority, its engineer(s) and contractor(s), at the Town's expense, shall design and undertake said relocation, and the Town shall provide, at its expense, quality assurance inspection services during said relocation and adjustment, all as may be more specifically set forth in the Subsequent Agreements, as defined in Section 6.4. The Town shall not request the Authority to relocate utilities on the Town's behalf in connection with the East Service Road.

2.3. Utility-Clear Zones at DNT Overpasses. If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the Town shall be responsible for the relocation of all utilities, conduits, cables and related improvements and facilities at the Phase 4 Extension overpass locations situated within the Town's corporate limits. Overpass locations shall be identified in the Project Schematic Design, and specific relocations shall be identified

during the design of the turnpike main lanes for the Phase 4 Extension, as described in Section 3.2. Relocations shall be made in such a manner to provide an unobstructed zone for the overpass bridge foundations at each location where the Phase 4 Extension crosses over existing or proposed Town streets. This utility clear zone shall be located between four feet (4') and twelve feet (12') behind the back of curb of the through traffic lanes of the ultimate cross-street width. The Authority (and the County, in preparing the Project Schematic Design) will design the overpass bridges to accommodate the ultimate cross street widths as determined by the Town. If the Authority determines that the Phase 4 Extension bridge foundation elements are required in the center median of cross streets, an eight foot (8') wide utility clear zone shall also be provided by the Town. The utility clear zone shall extend not less than one hundred twenty-five feet (125') in either direction of the Phase 4 Extension centerline (two hundred fifty feet [250'] total). The Town shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of the Phase 4 Extension.

2.4. **Soundwalls**. If federal law requires construction of soundwalls (sometimes known as noise walls), screen walls, retaining walls or similar structures as a condition to operating the Phase 4 Extension or any portion thereof, the Town shall pay all design and construction costs associated therewith with respect to walls required due to the proximity to the Phase 4 Extension of residential properties or other properties eligible for protection under Federal Highway Administration ("FHWA") guidelines, as they may be amended from time to time.

Article 3 - Obligations of the Authority

3.1. Evaluation of Feasibility. The Authority agrees that it will evaluate the feasibility of the Phase 4 Extension in a manner consistent with the Authority's customary practices. The Authority promptly shall deliver to the Town and the County copies of toll feasibility studies (including the report of the Authority's financial advisor or underwriter), environmental studies, and corridor studies (collectively, the "Studies"), prepared in connection with the Phase 4 Extension, together with all updates and revisions thereto issued from time to time. The Town and the County may request that the Studies be clarified or updated, or that specific data or issues be taken into consideration or evaluated, provided that if (a) the Authority disagrees that the updates, revisions or other modifications are warranted, the Town and the County shall be responsible for, and promptly discharge, all resulting costs and charges; and (b) the Town and the County agree to refrain from seeking such modifications with unreasonable frequency or from otherwise overburdening the Authority's staff or consultants with such requests. To the extent the Studies indicate, in the opinion of the Authority, that the Phase 4 Extension is not feasible as a turnpike project, the Town and the County, jointly and at their sole option, may commit to satisfy, or provide for the satisfaction of, the monetary, non-monetary and/or other conditions identified by the Authority as preventing or impeding the determination that the Phase 4 Extension is feasible as a turnpike project (the "Feasibility Conditions"), including the Town's and the County's agreement to provide or obtain the monetary contribution or support required to satisfy any monetary shortfalls. Any such commitment must (a) be accompanied by such reasonable assurances of performance as the Authority, the NTTA General Counsel, its financial advisor, traffic engineer and bond counsel may require, (b) fully address

and be completely responsive to the Feasibility Conditions as determined by the Authority, and (c) state that, if accepted, it is unconditional and irrevocable. The Authority will consider, diligently and in good faith any proposal jointly advanced by the Town and the County to address the Feasibility Conditions that conforms to the conditions of the preceding sentence, but the Authority shall be under no obligation to commit funds and other resources to review any proposal that constitutes an alternate approach to resolving any Feasibility Condition or otherwise fails to fully satisfy the actions, conditions or other requirements identified by the Authority in the Studies for addressing any Feasibility Condition. In all events, the Authority's Board of Directors, consistent with its statutory and other obligations and duties, shall be the sole and final arbiter of whether the Town's and the County's proposal satisfies the criteria contained in the two preceding sentences, as well as whether it should be undertaken pursuant to the timetable and in the manner proposed by the Town and the County. Furthermore, the ultimate decision of whether the Phase 4 Extension is feasible as a turnpike project and whether to proceed with the construction of the Phase 4 Extension as a turnpike project shall be made solely by, and at the absolute discretion of, the Authority's Board of Directors. Except as provided in (and in accordance with) this section, unless and until the Authority notifies the Town and the County that the design, construction and operation of the Phase 4 Extension as a turnpike project is not feasible, the Town and the County shall neither advance nor support any alternative to, or conflicting proposal for, the development of the Phase 4 Extension, including without limitation any thoroughfare corridor parallel to the Phase 4 Extension. Finally, nothing contained in this section shall create any third-party beneficiary or other rights in the Town or the County with respect to the Studies or the contracts between the Authority and its consultants regarding the

preparation of the Studies, and said consultants shall continue to be retained solely by and for the benefit of the Authority, and neither the Town nor the County shall have any right, or otherwise attempt, to direct the activities of those consultants.

3.2. Design of Mainlanes If the Authority proceeds with construction of the Phase 4 Extension as a turnpike project, the design of the turnpike main lanes shall be according to the Authority's design criteria and standards, including, but not limited to, its System-Wide Design Guidelines. In such event, the Authority shall implement a technical work group similar to the one described in Section 1.8 to aid in communication, coordination, and review during the design process for the turnpike main lanes. The technical work group shall meet regularly during the development of the turnpike main-lane design. The County and the Town each shall assign an active, qualified, and authorized decision-making member to the technical work group; provided, however, that except as expressly provided otherwise in this Agreement, the Authority's determination of the design, alignment, location, grade, composition and construction methods employed for the Phase 4 Extension or any components thereof shall be made in its discretion and shall be final..

3.3. Conveyance of Streets to the Town or the County. If the Authority proceeds with construction of the Phase 4 Extension and accepts title to the parcels acquired therefor by the County, then upon completion of the Phase 4 Extension, the Authority shall convey to the Town a permanent and perpetual easement for street purposes in and to the right-of-way within the corporate limits of the Town of Prosper on which service roads comprising part of the Phase 4 Extension have been constructed and shall convey to the County a permanent and perpetual easement for street purposes in and to the right-of-way on which service roads have been

constructed within the jurisdiction of the County of Collin. The Town and the County thereafter shall operate, maintain, regulate, and police said service roads, and the Authority shall have no responsibility therefor.

Article 4 - Further Agreements

4.1. Support of the Phase 4 Extension. Each of the parties agrees to take all actions consistent with this Agreement that are reasonably necessary in the furtherance of the purposes hereof. Without limiting the generality of the preceding sentence, upon request by the Authority, the Town and the County agree to (a) acknowledge their approval of and support for the Authority's financing, design, construction, operation and maintenance of the Phase 4 Extension as a turnpike project, (b) support the Authority in the necessary environmental clearance and review process for the Phase 4 Extension, and (c) provide such information and support as may be requested by the Authority, TxDOT, FHWA, or any other governmental or quasi-governmental entity in the environmental application and review process or with regard to the Studies. If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the parties agree to coordinate and conduct all necessary public hearings and public participation efforts required to initiate and complete the Phase 4 Extension. The Town shall coordinate and serve as the lead agency with respect to such matters. The parties shall make every reasonable effort to maintain communication with the public and with their respective representatives regarding the progression of the Phase 4 Extension review process. In addition, the Town and the County agree to assist and join with the Authority in obtaining the various approvals, permits and agreements required of the applicable governmental entities and agencies, whether federal, state or local, regarding the Phase 4 Extension.

4.2. Construction Staging Areas. If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the Town and the County shall, if requested by the Authority, provide on a temporary basis as described below any available right-of-way located along the Phase 4 Extension for the Authority's exclusive use as a staging area during the construction of the Phase 4 Extension. Such areas may be used for the placement and operation of construction site trailers, temporary material disposal, temporary embankments or shoring structures, the operation of a concrete and/or asphalt batch plant, and for any other purpose related to the construction of the Phase 4 Extension. During its use of the staging areas, the Authority shall use all reasonable efforts to maintain the property in an orderly condition, free from excessive debris and clutter. Upon completion of construction activities for the Phase 4 Extension or cessation of the Authority's use of the staging areas, whichever comes first, the Authority shall return the staging areas to the Town or the County, as applicable, in a condition comparable to when received for use by the Authority.

4.3. Signalization. If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the Town (with respect to property within its corporate limits or the County (with respect to other property within its jurisdictional limits), as applicable, shall, in conjunction with the design of the turnpike main lanes for the Phase 4 Extension, design, prepare and issue construction plans and specifications, take bids, award contracts and purchase orders, and shall install, test, supervise and maintain (or cause the same to be done) any temporary or permanent traffic signalization systems at the intersections of the Town's streets and the County's roads with the Phase 4 Extension, and each of them also shall relocate, at its sole expense, any traffic signals, conduit, controllers or any other related facilities that may be

required for the construction of the Phase 4 Extension (collectively, the “Signalization Work”). The Town or the County, as applicable, shall ensure that the design and performance of the Signalization Work (including all related relocation and installation activities) do not delay or impede the construction, opening to traffic or subsequent operation of the Phase 4 Extension. To that end, the Town or the County, as applicable, shall submit plans and specifications for the Signalization Work to the Authority for its review and approval prior to commencing any of the Signalization Work, provided that the Authority’s review and approval shall not impose any obligation or liability on the Authority with respect to the Signalization Work or alter or abrogate any of the Town’s or the County’s obligations pursuant to this Agreement. Notwithstanding the foregoing, at the Town’s request, the Authority shall agree to undertake the installation and subsequent removal of temporary traffic signalization systems at the Town’s cost upon terms set forth in a separate agreement. Upon completion of the Signalization Work, the Town and the County agree to operate and maintain the described traffic signalization systems at no cost to the Authority and to assume the responsibility for provision of all electrical power required for signal operations, including that required during construction and test periods. Nothing contained in this Agreement shall impose upon or create for the Authority any responsibility for (a) the proper design, operation or maintenance of traffic signalization along the Phase 4 Extension or (b) the police enforcement required for securing compliance with the traffic signals described in this Agreement.

4.4. **Drainage Map Revisions.** If the Town determines that it is necessary or desirable to obtain a Letter of Map Revisions (“LOMR”) and/or Conditional Letter of Map Revisions (“CLOMR”) for the diversion of storm water runoff or the disturbance of any channel sections

within its rights-of-way along the Phase 4 Extension, the Town agrees to accept full responsibility for submitting all applications required to obtain a LOMR and/or CLOMR from the Federal Emergency Management Agency ("FEMA"). The Town shall be solely responsible for the permitting process, including design, field survey, print fees and any document revisions that are necessary to complete a LOMR and/or CLOMR, provided that the Authority shall provide technical information and assistance required to prepare the application. The Town agrees to use its reasonable efforts to secure approvals from FEMA and from any property owners affected by any proposed map revisions. The Authority and Town shall take the steps necessary to expedite and avoid delays in the application process for the LOMR or CLOMR. The Town agrees to promptly contact the Authority regarding technical and other matters requiring assistance from the Authority's staff or agents. If easements across private property are required to effect a proposed map revision determined by the Town to be necessary or desirable and to accommodate the drainage improvements related to and necessitated by the Phase 4 Extension, the Town shall be responsible for acquiring the easements at its sole cost. The Town acknowledges and agrees that if the map revisions indicate the passage on, over, through or under Town-owned property, the Town shall grant the necessary easements at no cost to the Authority. The County agrees to provide similar support with respect to those portions of the Phase 4 Extension located outside of the Town's corporate limits.

Article 5 - Maintenance

5.1. Conditions. The provisions of this Article 5 are conditioned upon the Authority's election to proceed with the construction of the Phase 4 Extension as a turnpike project; provided, however, that all provisions regarding "Phase 4 Frontage Roads," as defined in Section

5.2, shall apply with respect to the East Service Road, regardless of whether the Authority elects to proceed with the other elements of the Phase 4 Extension.

5.2. Summary of Terms and Maintenance Obligations. The East Service Road and all other subsequent service or frontage roads comprising part of the Phase 4 Extension are hereinafter referred to as the “Phase 4 Frontage Roads.” The northbound and southbound turnpike main lanes, together with all ramps extending to or from said lanes up to their gore nose or intersection with the applicable Phase 4 Frontage Roads or other streets, are hereinafter referred to as the “Turnpike Lanes”; the portion of the Phase 4 Extension right-of-way on which the Turnpike Lanes are situated is referred to as the “Turnpike Lanes Area”; and the remaining portion of the Phase 4 Extension right-of-way is hereinafter referred to as the “Phase 4 Frontage Roads Area.” Generally, the Authority shall be responsible for the operation, maintenance, policing, regulation and repair of the Turnpike Lanes, and the Town or the County, as applicable, shall be responsible for the operation, maintenance, policing, regulation and repair of the Phase 4 Frontage Roads, all as more specifically set forth in Sections 5.3 and 5.4 below. The maintenance provisions of this Agreement shall apply to those portions of the Turnpike Lanes Area adjoining Phase 4 Frontage Roads Area and/or rights-of-way comprising the Phase 4 Extension and situated within either the Town’s corporate limits or the County’s jurisdictional limits.

5.3. Authority Maintenance Responsibilities. With respect to the Phase 4 Extension, the Town, the County and the Authority acknowledge and agree that the Authority has the responsibility to:

- (a) Maintain all the Phase 4 Extension improvements, including but not limited to the performance of all mowing, snow/ice control, and the collection and removal of debris, within the limits of Turnpike Lanes Area.
- (b) Maintain all improvements constructed by the Authority as a part of the Phase 4 Extension exit and entrance ramps within the limits extending from the Turnpike Lanes Area to the ramp gore nose at the applicable Phase 4 Frontage Road.
- (c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures within the limits of the Turnpike Lanes Area.
- (d) Maintain the fence and guardrail, if any, placed along and between the Turnpike Lanes Area and the Phase 4 Frontage Roads Area used to protect ramp toll plazas.
- (e) Maintain all the Phase 4 Extension illumination structures, including under-bridge luminaires, but specifically excluding all Phase 4 Frontage Road illumination and street intersection illumination.
- (f) Maintain complete bridge structures that carry the Turnpike Lanes over the Town's or the County's streets.
- (g) Maintain structural bridge components carrying the Town's or the County's streets over the Turnpike Lanes.
- (h) Maintain all the Phase 4 Extension trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding the Phase 4 Extension within the corporate limits of the Town or the jurisdictional limits of the County.

(i) License, permit, and regulate utility construction and maintenance along and across the Turnpike Lanes Area.

The Authority acknowledges and agrees that, save and except for fire, “haz-mat,” and EMS response, the Town and the County shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for the Turnpike Lanes and/or with respect to the Turnpike Lanes Area.

5.4. Town and County Maintenance Responsibilities. With respect to the Phase 4 Extension, the Town, the County and the Authority acknowledge and agree that the Town (only with respect to the following obligations relating to services, structures or property within the Town’s corporate limits) or the County (only with respect to the following obligations relating to services, structures or property within the jurisdictional limits of the County), as applicable, has the responsibility to operate, maintain, police, regulate and provide public safety functions for the Town’s streets or the County’s roads over and under the Turnpike Lanes (but not including the Turnpike Lanes) and for the Phase 4 Frontage Roads situated within the corporate limits of the Town or the jurisdictional limits of the County, said responsibilities to include the following:

(a) Repair and maintain all the Town’s streets or the County’s roads over and under the Turnpike Lanes and all Phase 4 Frontage Roads, including all traffic signal systems, luminaires, other illumination structures, and foundations therefor.

(b) Repair and maintain all storm water conduits and receivers, both open and closed, on, along and across the Phase 4 Frontage Roads Area and maintain any drainage, utility, right-of-way or other easements situated thereon for the purpose of serving the Phase 4 Extension.

(c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures within the Phase 4 Frontage Roads Area.

(d) Maintain all unpaved Phase 4 Extension right-of-way areas not otherwise identified herein as a responsibility of the Authority.

(e) Keep the vegetation mown, maintain all landscaping and irrigation systems, and remove, collect and dispose of unauthorized signs, debris and trash accumulated in the Phase 4 Extension right-of-way areas not otherwise identified herein as a responsibility of the Authority.

(f) Maintain and, as necessary, modify guardrail and fences, if any, along the Phase 4 Frontage Roads and the Town's streets or the County's roads crossing over and under the Turnpike Lanes.

(g) Maintain and, as necessary, modify or supplement all traffic regulatory and directional signs and all pavement traffic markings on the Phase 4 Frontage Roads and on the Town's streets or the County's roads over and under the Turnpike Lanes, except Phase 4 Extension trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding the Phase 4 Extension.

(h) Furnish all policing, sweeping, flushing, snow/ice control services (as the Town or County determines to be appropriate) and other public safety services on the Phase 4 Frontage Roads and on the Town's streets or the County's roads crossing over and under the Turnpike Lanes.

(i) License, permit, and regulate all driveway and street connections to the Phase 4 Frontage Roads, and otherwise maintain proper control of access in relation to ramps to and from the Turnpike Lanes.

(j) Provide fire, "haz-mat," and EMS response for the Turnpike Lanes and the Phase 4 Frontage Roads.

The Town and the County acknowledge and agree that the Authority shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for the Phase 4 Frontage Roads and/or with respect to the Phase 4 Frontage Roads Area.

5.5. Soundwall Maintenance. The Town agrees to maintain and repair all soundwalls, screen walls, retaining walls or similar structures associated with the Phase 4 Extension that are not located within the Turnpike Lanes Area but are within the corporate limits of the Town, and the County agrees to provide said maintenance and repair for all such structures outside the Town's corporate limits and within the County's jurisdiction.

Article 6 - General Provisions

6.1. Term of Agreement. The term of this Agreement shall commence on the effective date set forth above and end on the earlier to occur of (a) the complete performance by the parties hereto of all provisions of this Agreement or (b) upon determination by the Authority of the non-feasibility of the Phase 4 Extension. If the Authority determines in its sole discretion that it would not be feasible to continue with the evaluation, planning or construction of the Phase 4 Extension, the Authority shall notify the Town and the County in writing of its intent to terminate this Agreement, which shall become effective immediately upon the Town's and the

County's receipt of said notification. Notwithstanding the foregoing, the provisions of Section 6.8 hereof shall remain in full force and effect notwithstanding any such termination.

6.2. Service Roads. The Authority has no obligation of any kind to design, construct or operate service, frontage or access roads in connection with the Phase 4 Extension. The Town or the County shall be responsible for designing, constructing and maintaining at its sole expense any underpass U-turns and U-turn deceleration lanes along any Phase 4 Frontage Road, provided that to the greatest extent practicable, the Authority shall design and construct bridges for the Phase 4 Extension so as to accommodate said lanes. The Town or the County, as applicable, shall ensure that the design and construction of such facilities will not delay or impede any phase of the construction of the Phase 4 Extension or the subsequent operation thereof. The Town and the County further agree that any Phase 4 Frontage Roads will not be operated or maintained in such a manner so as to impede access to or egress from the Turnpike Lanes, and, without limiting the foregoing, in exercising its authority to license, permit and regulate driveway permits for the Phase 4 Frontage Roads, the Town and the County shall maintain control of access consistent therewith and with all other applicable terms of this Agreement.

6.3. Cross Streets or Roads. If the Town or the County desires at any time to construct or modify a cross street or road over or under the Phase 4 Extension, it shall contact the Authority and thereafter take all steps the Authority reasonably deems necessary or desirable to ensure that the design, construction, maintenance, and operation of the cross street or road does not impair or interfere with the design, construction, operation or maintenance of the Phase 4 Extension. The Town or the County shall submit the plans for any such proposed cross street or road to the Authority for the Authority's review, and the applicable construction contract shall

not be let unless and until the Authority approves the plans in writing. Thereafter, the cross street or road shall be constructed in accordance with the approved plans and the Authority shall have the right to make such inspections and testing it desires to confirm same. Without limiting the foregoing, the Town or the County, as applicable, at its sole expense shall cause any cross street or road to be designed and constructed to accommodate the profile grade design of the Phase 4 Extension. The Town or the County, as applicable, also shall cause its staff and consultants to meet and communicate with the Authority regularly during the design and construction phases of any cross street or road, and the Authority shall reasonably cooperate and with the Town or the County in advancing the design and construction of any cross street or road complying with the provisions of this Section 6.3.

6.4. Subsequent Agreements. Upon completion of the Studies, if the Authority determines, in its sole discretion, that the Phase 4 Extension is feasible as a turnpike project, the Town and the County agree to enter into such agreement(s) with the Authority as may be necessary for the construction, operation and maintenance of the Phase 4 Extension (whether one or more, the "Subsequent Agreements"). The Subsequent Agreements may, among other things, (a) specify the final alignment of and/or final schematics for the Phase 4 Extension and (b) more precisely delineate cost sharing between the parties, responsibilities for property acquisition and transfer, responsibilities for construction, operation and maintenance of the Phase 4 Frontage Roads, interchanges, traffic control devices (including specific project limits), details and timing regarding the relocation of utilities, and such other terms as may be appropriate to ensure the physical and fiscal integrity of the Phase 4 Extension. Although the precise terms of the Subsequent Agreements shall be negotiated at a later time, none of those terms shall conflict with

any provision of this Agreement, absent the specific agreement of the parties to the contrary, and all such Subsequent Agreements otherwise shall be consistent with the provisions hereof.

6.5. Control of Authority Facilities and Operations; Nonapplicability of Certain Town and County Codes. The Town and the County acknowledge and agree that the Authority is not subject to any zoning, building and development codes and/or ordinances promulgated and enforced by the Town or the County, and that the Town and the County shall not assess against the Authority any development, impact, license, zoning, permit, building, connection or construction fee(s) of any kind with respect to the construction or operation of the Phase 4 Extension. The Town and the County acknowledge that as a result of federal and/or state regulations, traffic control concerns, work sequencing or weather-related issues or general scheduling matters, the Authority may be required to perform construction activity at night, and the Town and the County agree to accommodate and support such activity, if necessary, upon receiving reasonable prior notice thereof by the Authority. Notwithstanding the foregoing, the Authority agrees that it shall comply with all national building codes with respect to its design and construction of buildings which are not distinctive to the Authority's statutory purpose of constructing and operating turnpike projects. By way of example, not limitation, the Authority shall comply with said codes with respect to administrative buildings, but not toll plazas.

6.6. Storm Water Permitting. The Town will permit the Authority to connect to the Town's municipal separate storm sewer and storm water drainage systems (the "MS4"), if any, and the Town will provide easements and other interests and make such enlargement or other betterment work required for the efficient discharge of project storm water from the Phase 4 Extension. If the Authority must seek permitting for storm water discharges or outfalls, the Town

agrees, at the Authority's option, to either (1) include the Authority as a co-permittee in the Town's MS4 storm water permit applications or (2) provide the information and assistance necessary to allow the Authority to seek an individual permit for the MS4 operated by the Authority within the corporate limits of the Town. If the Authority is unable to permit individually, the Town will submit all permits and conduct all storm water quality testing and reporting, and the Authority shall reimburse the Town for all additional actual costs that result. At the Town's request, the Authority will provide the Town with technical information and assistance required to prepare the applications. Whether an individual or co-permit is obtained, the Town and the Authority agree as follows:

(a) The Authority will be responsible for the construction, operation, maintenance and inspection of the MS4s it owns within the Turnpike Lanes Area unless otherwise provided in a separate agreement with the Town. The Town shall be responsible for the construction, operation, maintenance and inspection of the MS4s it owns.

(b) Each party will submit its own proposed storm water management program as part of its MS4 permit application and will be responsible for implementing the program on the MS4 for which it is the operator and for complying with the conditions of its storm water permit relating to the program.

(c) Each party will implement procedures to investigate, detect and abate unlawful discharges and improper disposal into the MS4s that each party operates. If discharges to the MS4 operated by the Authority are involved, the Town and the Authority shall consult with each other on water quality problems attributable to third

parties, and will coordinate efforts to initiate a mutually acceptable response to minimize or eliminate the water quality problem. At the Authority's request, the Town will enforce the Town's regulations regarding the contribution of pollutants to the MS4 caused or occurring within the Authority's right-of-way, provided that the Authority's right to abate or otherwise regulate the same third-party conduct shall not be affected thereby.

(d) The Authority will use reasonable efforts to control pollution in storm water that originates on the Authority's right-of-way, as required by the conditions of its MS4 storm water permit. The Town will use reasonable efforts to control pollution in storm water discharged onto the Authority's right-of-way, as required by the conditions of its MS4 storm water permit.

(e) Each party will promptly notify the other if it knows of a release of oil or a hazardous substance in an amount that may be harmful and that may be introduced into the other party's MS4.

(f) After reasonable notice to and approval by the Authority and subject to safety and traffic-control measures required by the Authority in response to such notice, the Town may enter the Authority's right-of-way to conduct inspections reasonably related to monitoring compliance with storm water pollution laws by parties other than the Authority. Without limiting the foregoing, any activity performed by the Town, its agents, employees or contractors on the Authority's right-of-way shall comply with all applicable local, state and federal laws and regulations.

(g) The Authority may incorporate into its MS4 permit applications and reports the results of the Town's tests conducted in connection with its MS4 storm water

permits, including “wet-weather” monitoring results (whether under the wet-weather monitoring program coordinated by the North Central Texas Council of Governments or otherwise) and “dry-weather” field screening.

(h) The Town and the Authority each may incorporate into its respective MS4 permit applications and reports information from the permit applications or reports filed by the other.

6.7. **Billboards** With respect to billboards or similar outdoor signs within the Turnpike Lanes Area, the Authority shall follow its policy expressed in Resolution No. 98-048, dated July 24, 1998, of removing all existing billboards and similar outdoor signs when acquiring real property and terminating all leases and other instruments pertaining thereto, to the greatest extent practical and permissible under applicable law. The Town and the County agree to cooperate with the Authority to prohibit and eliminate the presence of billboards or other similar outdoor signs that would or could be visible from the traveled portion of the Phase 4 Extension. The Town and the County shall be solely responsible for (a) the removal of any billboards and similar outdoor signs situated within that portion of the Phase 4 Extension right-of-way the Town and/or the County acquire and convey to the Authority pursuant to Article 1, (b) any related relocation costs and other consideration, and (c) the removal of other billboards and similar outdoor signs to the greatest extent practical and permissible under applicable laws. The Authority, the Town and the County agree that, to the extent permitted by law, neither party shall consent to or permit the future construction or installation of billboards or similar outdoor signs on, or visible from, the Phase 4 Extension right-of-way.

6.8. No Liability Nothing in this Agreement shall be construed to place any liability on the Town, the County, the Authority, the Authority's General Engineering Consultant or any of the Authority's, the Town's or the County's respective employees, consultants, contractors, agents, servants, directors or officers for any alleged personal injury or property damage arising out of the Phase 4 Extension evaluation, design, construction or operation, or for any alleged personal injury or property damage arising out of the Town's or the County's operation, policing, regulation, maintenance or repair of the Phase 4 Frontage Roads, the Phase 4 Frontage Roads Area or the Town's streets or the County's roads connecting to or crossing the Phase 4 Extension. Furthermore, it is not the intent of this Agreement to impose upon the Town, the County or the Authority any liability for any alleged injury to persons or damage to property arising out of any matters unrelated to the terms of this Agreement or with respect to any actions undertaken by any consultant or contractor employed or engaged by the Authority, the Town or the County. Nothing herein shall be construed as a waiver of any rights which may be asserted by the Town, the County, the Authority, and/or their officials, including the defense of governmental immunity, official immunity or qualified immunity.

6.9. Financing. If its feasibility as a turnpike project is established, the Authority intends to finance the design and construction of the Phase 4 Extension with proceeds from the issuance of commercial paper, the sale of one or more series of revenue bonds and/or other financing, which bonds or other products also may include amounts for refunding all or certain Dallas North Tollway System revenue bonds previously issued by the Authority (collectively, the "Financing"). In addition to the conditions described in Section 6.10 below, all of the Authority's obligations regarding the construction of the Phase 4 Extension are contingent and

conditioned upon the successful issuance and sale of said commercial paper, revenue bonds or other actions pertaining to the Financing and the Authority's receipt of the proceeds from the Financing. If reasonably requested by the Authority, the Town and the County shall promptly cooperate with the Authority by providing assurances or other information necessary for obtaining the Financing, including assurances and information contained in any official statement or similar document issued for the Financing, provided that said assurances and/or information are, in the Town's or the County's reasonable judgment (as applicable), consistent with the provisions of this Agreement. Copies of this Agreement will be provided to, and reviewed and relied upon by, underwriters, investment bankers, brokerage firms and similar parties in connection with the provision of the Financing.

6.10. Conditioned on Feasibility. The Town and the County acknowledge that the Authority must establish the feasibility of the Phase 4 Extension as a turnpike project before the Authority can commit to design, construct and operate that project in accordance with the Regional Tollway Authority Act. Consequently, unless and until said feasibility is established, this Agreement creates no obligations on behalf of the Authority with respect to the ultimate construction, operation and/or maintenance of the Phase 4 Extension.

Article 7 - Miscellaneous

7.1. Notices

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (a) when delivered in hand, (b) one (1) business day after being deposited with a reputable overnight air courier service, or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt

requested, postage prepaid, and, in all events, addressed as follows:

In the case of the Town:

Town of Prosper
Attn: Town Administrator
113 W. Broadway
Prosper, Texas 75078

In the case of the County:

County of Collin	and	County of Collin
Attn: County Judge		Attn: Director of Engineering
Courthouse, Suite 626		825 N. McDonald Street
210 S. McDonald Street		McKinney, Texas 75069
McKinney, Texas 75069		

In the case of the Authority:

By hand delivery or air courier:

North Texas Tollway Authority
Attn: Jerry Hiebert, Executive Director
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

By mail:

North Texas Tollway Authority
Attn: Jerry Hiebert, Executive Director
P.O. Box 260729
Plano, Texas 75026

Any party hereto may from time to time change its address for notification purposes by giving the other parties prior written notice of the new address and the date upon which it will become effective.

7.2. Relationship of the Parties; No Joint Enterprise. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as

creating, (a) the relationship of principal and agent, partnership or joint venture between the Town, the County and the Authority or (b) a joint enterprise between the Town, the County, the Authority and/or any other party. Without limiting the foregoing, the purposes for which the Town, the County and the Authority have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

7.3. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Neither the Town, the County nor the Authority shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other parties to this Agreement, unless otherwise provided by law.

7.4. **Severability.** If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

7.5. **Written Amendments.** Any change in the agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Town, the County and the Authority.

7.6. **Limitations.** All covenants and obligations of the Town, the County and the Authority under this Agreement shall be deemed valid covenants and obligations of said entities,

and no officer, director, or employee of the Town, the County or the Authority shall have any personal obligations or liability hereunder.

7.7. **Sole Benefit.** This Agreement is entered into for the sole benefit of the Town, the County, the Authority and their respective successors, and nothing in this Agreement or in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

7.8. **Authorization.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of the Town, the County and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

7.9. **Choice of Law; Venue.** The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal actions arising hereunder shall be in Collin County, Texas.

7.10. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

7.11. **Waiver.** No delay or omission by any party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any

of the parties hereto of any of the covenants, conditions or agreements to be performed by any other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

7.12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

7.13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

7.14. **Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day above stated.

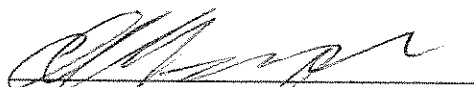
THE TOWN:

TOWN OF PROSPER

ATTEST:

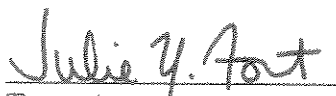

Town Secretary

By:


Charles Niswanger, Mayor

Town Controller

APPROVED AS TO FORM:


Town Attorney

THE COUNTY:

COUNTY OF COLLIN

ATTEST:


 Name: Kimberly M. Sheldon
 Title: Assistant to County Judge

By:


 Name: RON HARRIS
 County Judge

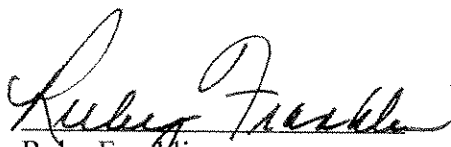
APPROVED AS TO FORM:

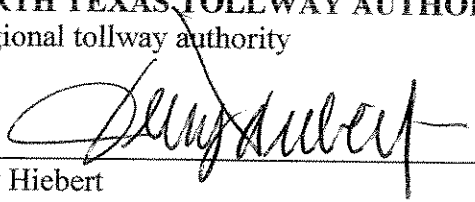
NOT APPLICABLE

County Attorney

ATTEST:

NORTH TEXAS TOLLWAY AUTHORITY,
 a regional tollway authority

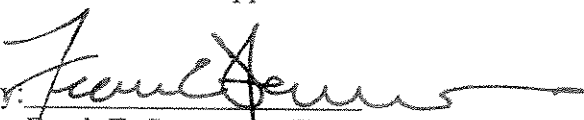

 Ruby Franklin
 Secretary


 Jerry Hiebert
 Executive Director

Date: June 30, 2004

APPROVED AS TO FORM:

Locke Liddell & Sapp LLP

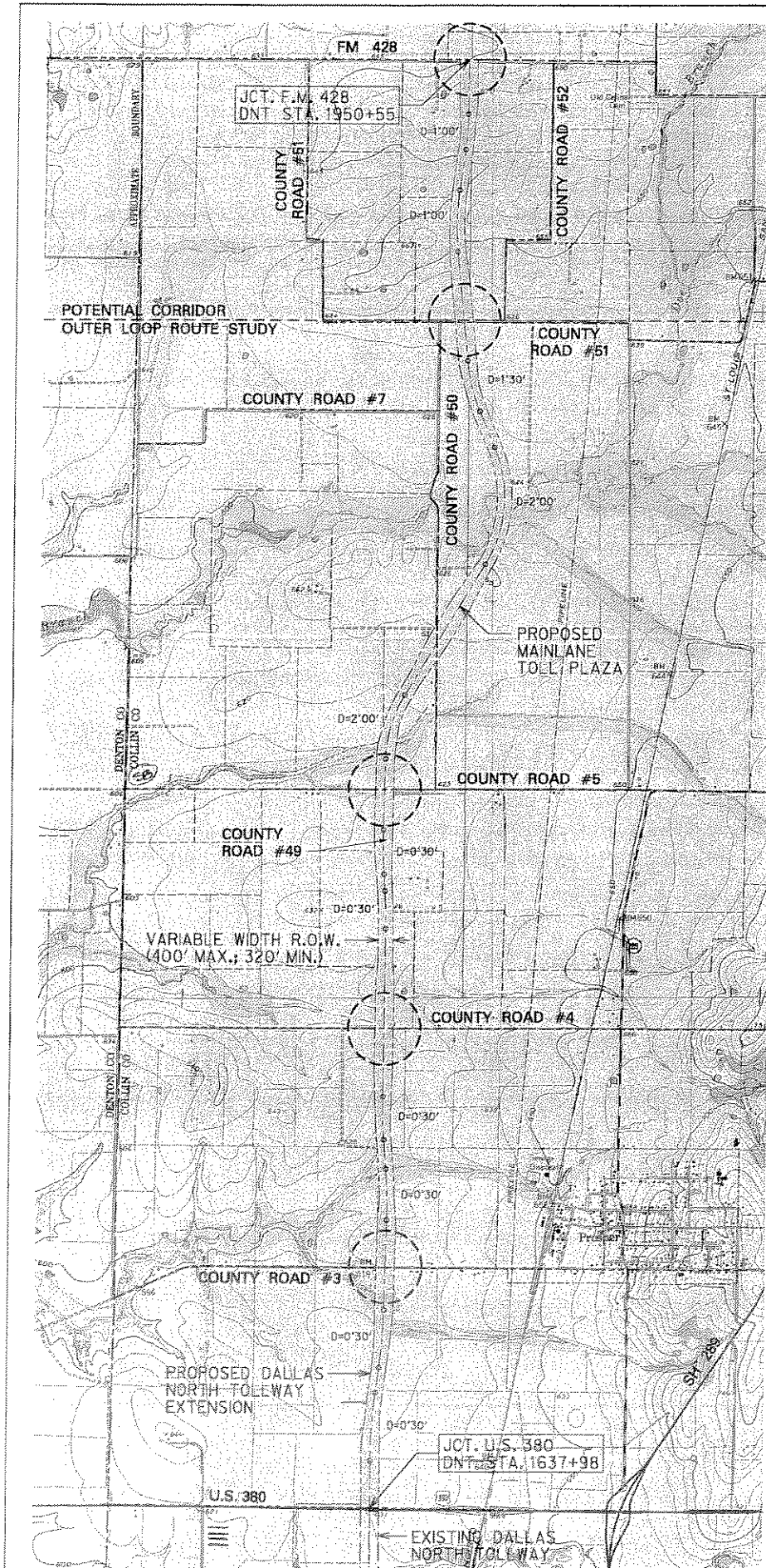
By: 
 Frank E. Stevenson, II

Attachment 1
The Limits of the Phase 4 Extension
(see attached page)

Attachment: Town of Prosper ILA for DNT Service Roads Maintenance (1021 : MOU with NTTA and Collin County)

INTERLOCAL AGREEMENT AMONG THE TOWN OF PROSPER, COLLIN COUNTY,
AND THE NORTH TEXAS TOLLWAY AUTHORITY REGARDING
THE PHASE 4 EXTENSION OF THE DALLAS NORTH TOLLWAY

ATTACHMENT I



LEGEND

-  DIAMOND TYPE, GRADE SEPARATED INTERCHANGE
-  APPROXIMATE FEMA FLOOD PLAIN LIMITS

NTTA
NORTH TEXAS TOLLWAY AUTHORITY

EXHIBIT 'A' DALLAS NORTH TOLLWAY EXTENSION

US 380 TO FM 428

COLLIN COUNTY, TEXAS
CITIES OF PROSPER & CELINA

HALFF ASSOCIATES, INC.

SCALE: 1"=3500' AVO 21024F OCTOBER 6, 2003

COURT ORDER NO. 2003- 881 -11-11

THE STATE OF TEXAS

COUNTY OF COLLIN

AGREEMENTS
INTERLOCAL AGREEMENT
NTTA / TOWN OF PROSPER
PHASE 4 – EXTENSION OF THE
DALLAS NORTH TOLLWAY
ENGINEERING

On November 11, 2003, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

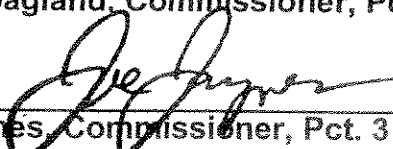
During such session the court considered a request for approval of an Interlocal Agreement with the North Texas Tollway Authority and the Town of Prosper for Phase 4 of the extension of the Dallas North Tollway.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the North Texas Tollway Authority and the Town of Prosper for Phase 4 of the extension of the Dallas North Tollway. Same is hereby approved in accordance with the attached documentation.


Ron Harris, County Judge


Phyllis Cole, Commissioner, Pct. 1

— No Vote —
Jerry Hoagland, Commissioner, Pct. 2


Joe Jaynes, Commissioner, Pct. 3


Jack Hatchell, Commissioner, Pct. 4

ATTEST:

Brenda Taylor, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: Parkside Development Amendment #3

Action Requested:

Consider and Act to Authorize the City Manager to Execute Amendment #3 to the Parkside Development Agreement. Johnson

Background Information:

The Parkside development agreement waives \$556,000 of water and sewer impact fees. The waived amount was based on our old water and sewer impact fee of \$2,800 per lot for 200 lots. ($\$2,800 \times 200 = \$556,000$) The City adopted new impact fees in December of 2014, which raised the new water and sewer impact fee for a 3/4" meter to \$5,287. The new impact fee will only be applicable to Phase 2 of Parkside (122 lots). Phase 1 impact fees will be calculated at the old impact fee rate (78 lots). The revised impact fee total for Phase 1 and Phase 2 of Parkside is \$863,414. \$863,414 minus \$556,000 equals \$307,414. This is the amount owed to the City in water and sewer impact fees.

The City is also participating in the construction of a new Lift Station. The new lift station will replace the existing Tolleson Lift Station and will be oversized to account for the current Tolleson flows, the Park flows and the future Church flows. The City proportional share of this lift station is approximately \$280,000. This will leave a remaining balance of approximately \$27,000.

Staff would like to amend the development agreement to waive all \$863,414 of the impact fees to cover the City proportional share of the lift station. We would like to apply the remaining \$27,000 towards the City proportional share of the construction of Sunset and Utah. When the Church begins to construct they will be reimbursing the City their proportional share of the lift station which is about \$35,000.

Board Review/Citizen Input:

None

Alternatives:

Fund the City's proportional share of the lift station with cash.

Financial Considerations:

None if agreement is amended

Legal Review:

Staff will be working with City Attorney on amendment language

Supporting Documents:

Parkside Development Agreement

Amendment #1

Amendment #2

Staff Recommendation:

Staff Recommends Authorizing the City Manager to Execute the Development Agreement Amendment

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

AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of the 3 day of June, 2003, is made and entered into by and between Celina West 85 Associates (hereinafter "Owner") and the City of Celina, Texas, located in Collin County, Texas (hereinafter "City") pertaining to a parcel of land consisting of approximately fifty (50) acres located at the northeast intersection of CR 56 and F.M. 428 sometimes referred to as Celina West a planned residential subdivision an addition to the City of Celina, Texas under Planned Development #2002-40 (the "Property") attached hereto as Exhibit "A".

Preliminary Statement

The City desires to participate in a program pursuant to Chapter 380 of the Texas Local Government Code whereby public funds shall be utilized to stimulate business and commercial activity within the City.

The permanent improvements contemplated herein will fulfill, in part, the City's stated vision for the expansion of CR 56 and Utah Street.

This expansion will significantly enhance traffic flow around future commercial, educational and other public facilities and spur future economic growth.

The Property is intended to be developed into two hundred (200) single-family lots together with certain roadway and drainage improvements (herein so called) in general accordance with the exhibit attached hereto as Exhibit "B" (the "Roadway and Drainage Improvements"). In connection with the development of the single-family lots and in order to facilitate the development of the Property and the surrounding area, the Owner intends herein to provide for the construction of those certain roadway and drainage improvements.

The City represents that it will contribute to the cost of the Roadway and Drainage Improvements by disbursing to the Owner those funds held in Escrow attached hereto as Exhibit "C" in the amount of Three Hundred Sixty-Two Thousand Dollars and no/100 (\$362,000.00). Additionally the City shall consider and approve amendments to the current Planned Development governing the development as described in Exhibit "D". If those amendments are not approved within sixty (60) days, the Owner shall have the option of terminating this Agreement and neither party shall have any further obligations one to the other. The City further agrees to waive all current and future water and sewer impact fees associated with the Property. Such waiving shall not exceed a total amount of Five Hundred Fifty-Six Thousand Dollars and no/100 (\$556,000.00).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Property and City agree as follows:

1. County Road 56 (CR56) and Utah Street

- (a) The Owner hereby agrees to construct the Roadway and Drainage Improvements of County Road 56 from the intersection of F.M. 428 to and including Utah Street in

accordance with Exhibit "B" prepared by Birkhoff, Hendricks & Conway L.L.P. engineering firm. All designs and revisions thereto on any improvements contemplated in this Agreement shall be prepared by Birkhoff, Hendricks & Conway L.L.P. Said design fees are included in the cost for Roadway and Drainage Improvements referenced in Exhibit "B".

(b) The Owner shall bear the responsibility for the construction of all Roadway and Drainage Improvements as depicted on Exhibit "B".

(c) The Owner shall commence the construction of the Road Improvements no later than twelve (12) months from the execution of this Agreement. If said construction does not commence by said date, this Agreement shall immediately terminate and become null and void and neither party shall have any further obligations one to the other.

(d) The City shall disburse those available funds held in escrow by the City as shown on Exhibit "C" to the Owner upon City acceptance of the Roadway and Drainage Improvements.

(e) From time to time in order to facilitate the Work contemplated by this Agreement, the parties agree to grant Temporary Construction Easements on the respective Parcels effected by the construction of the Roadway and Drainage Improvements as are customary and reasonable therefore, but limited in scope so as not to interfere with, hinder or obstruct in any way development or marketing of the Parcels, or any portion thereof.

2. Performance Construction.

(a) The parties shall cause the commencement and diligent, good faith continuance of the construction of the Work until completion subject to force majeure.

(b) All Work shall be carried on under good construction practices in compliance with all laws, government approvals, and legal regulatory requirements of Governmental Authorities relating to the construction and the performance of the Work. All construction shall be performed in a good and workmanlike manner in accordance with sound professional standards. The party conducting the Work shall be responsible for the supervision of the construction work, but shall advise and consult with the City of its designee as to all elements of the Work and its progress. The City may visit the job site to inspect the progress and performance of the Work and the materials furnished to determine whether such Work is being performed in accordance with the Plans. Any corrections reasonably required by the City shall be promptly performed by the party conducting the Work.

(c) The party conducting the Work shall commence the Work in accordance with a Construction Schedule to be approved by the City, such approval not being unreasonably withheld or delayed, and shall diligently carry out such Work in accordance with the Construction schedule until completion subject to force majeure.

3. Indemnity and Insurance.

(a) To the extent allowed by law, City shall indemnify, defend and save the Owner, Owner's agents, servants, employees, officers and directors harmless from any and all loss, damages. Liability, costs or expenses including but not limited to reasonable attorney's fees, reasonable investigative discovery costs, court costs, and any other sums which Owner, Owner's agents, servants, employees, officers and directors may pay or become obligated to pay or suffer on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of the City, City's agents, contractors, subcontractors, servants, employees, officers, licensees or invitees in connection with any construction work to be performed by or at the direction of City or on account of City's default under this Agreement.

(b) Owner shall indemnify, defend and save the City and the City's agents, servants, employees and officers harmless from any and all loss, damages, liability, costs or expenses including but not limited to reasonable attorney's fees, reasonable investigative discovery costs, court costs, and all other sums which City, its agents, servants, employees and officers may pay or become obligated to pay or suffer on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of Owner, Owner's agents, contractors, subcontractors, servants, employees, officers, licensees or invitees in connection with any construction work to be performed by or at the direction of Owner or an account of Owner's default under this Agreement.

(c) Prior to conducting any Work hereunder, the party conducting the Work shall, at its own expense, maintain or cause to be maintained in force a general comprehensive public liability policy or policies of insurance written by one or more responsible insurance earners licensed to do business in the State of Texas insuring against liability for injury to and/or death of any/or damage to property of any person or persons in connection with the construction work to be performed by such party pursuant to this Agreement, with single limit liability coverage of not less than \$1,000,000 (plus umbrella coverage for an additional \$2,000,000). Such policy or policies shall provide, among other things, that the insurer(s) specifically recognize and insure the obligations undertaken by such party pursuant to this Agreement and shall name the other party as an additional named insured. Each party agrees to deliver to the other party a certificate of insurance evidencing the existence in force of such policy or policies of insurance before any Work under this Agreement is commenced. Such certificate will provide that such insurance will not be canceled or materially amended unless ten (10) days prior written notice of such cancellation or amendment is given to the other party.

(d) Prior to the commencement of construction, Owner shall present to the City performance, payment and maintenance bond(s) meeting the requirements of Chapter 2253 of the Texas Government Code provided by the contractor(s) to the City of Celina. Each bond shall individually guarantee and agree to pay an amount equal to one hundred percent (100%) of the value of the construction costs (as determined by the City Engineer) for all public improvements and facilities to be constructed as part of the Projects. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas.

(e) The performance bond shall be submitted in statutory form guaranteeing the full and faithful completion of the facilities and improvements required under this Agreement for completion of the Project to the City and provide for payment to the City of such amounts up to the total remaining amounts required for the completion of the Project if Owner or Owner's contractors fails to complete the work as required hereunder.

(f) The payment bond(s) shall be submitted in statutory form guaranteeing payment of all labor and material costs of the Project and shall be furnished solely for the protection of all claimants supplying labor and material in the performance of the work provided for under this Agreement. The maintenance bond(s) shall guarantee the payment of any and all necessary maintenance of the Project for a period of two (2) years following acceptance of the public improvements and facilities by the City, in an amount equal to one hundred (100%) percent of the value of the construction costs of all the public improvements and facilities to be constructed by Owner or Owner's contractors under this Agreement. Owner shall cause the payment and performance guarantees to be kept in full force and effect until the Project is accepted by the City, at which time title to all improvements and facilities shall be vested in the City. Until the City accepts such improvements and facilities, the City shall have no liability or responsibility with respect thereto. The maintenance guarantee shall be kept in full force and effect until two (2) years after the acceptance date. Failure to maintain payment and performance guarantees shall result in a stop work order being issued by the City.

4. Defaults.

(a) If either party defaults in its obligation to pay the other party any sums due hereunder and such default continues for a period of thirty (30) days after notice thereof stating the reason for such default, then such sums shall bear interest at the rate of eighteen percent (18%) per annum (the "Interest Rate") until paid and the defaulting party shall be responsible for reasonable attorneys' fees or collection fees incurred by the other party in connection with efforts to secure payment.

(b) If there is a default in the performance by either party of the Work (including a failure to meet the Construction Schedule or construct the Work in accordance with the Plans), or in the payment of funds by the City as represented in Section 1(d) which default shall continue for a period of thirty (30) days after notice thereof to such defaulting party (or in the case of a default which cannot be reasonably cured within said thirty (30) day period and such party fails to commence to cure same within said thirty (30) day period and thereafter to proceed with due diligence to cure same), the non-defaulting party shall have the right (but not any obligation) to perform such obligations on behalf of the defaulting party, in which event the defaulting party shall fully cooperate with the non-defaulting party in permitting such party to complete such item of Work (including the assignment of all contracts and agreements relating to such item of Work such as construction contracts and bonds) and the non defaulting party shall have the right to draw against the Escrow hereinafter described to pay the costs incurred by the non-defaulting party to complete such item of Work and/or non-payment of the City's obligations, and the non-defaulting party shall be promptly reimbursed by the defaulting

party for all costs including reasonable attorney's and collection fees, investigative, discovery and court costs, together with interest at the Interest Rate from the date of outlay of expense until payment. If either party elects to perform any of the other party's obligations pursuant to this subsection (b), such party shall have a lien on the parcel of defaulting party for sums expended by the non-defaulting party in performance of the defaulting party's obligations all in accordance with the mechanics and material man lien laws of the State of Texas.

(c) The parties shall each have the right to injunction or such other equitable remedy as may be appropriate to enforce the provisions of this Agreement.

5. Covenants Running with Land.

The covenants and agreements of the parties hereto are covenants running with the land with respect to the Residential Parcel and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and in no event shall same be construed to be mere personal covenants of the parties hereto.

6. Priority.

This Agreement shall supercede and be prior to any deeds of trust or liens against the Property and the parties hereto shall undertake all necessary actions to assure that any liens hereafter placed upon the Property or any portion thereof will in no way preclude or restrict either party's ability to perform its covenants and agreements hereunder.

7. Force Majeure.

The duties of either party to observe or perform any of the provisions of this Agreement on its part to be performed or observed, shall be excused for a period equal to the period of prevention, delay or stoppage due to causes beyond the control of such party by reason of strikes, labor disputes, civil riots, war, invasion, fire or other casualty, or Acts of God, or governmental laws or regulations provided that the party delayed has taken steps that are reasonable under the circumstances to mitigate the effects of such force majeure situation and further provided that the delayed party must give the other party written notice of the commencement of any period of prevention, delay or stoppage due to force majeure within fifteen (15) days after the commencement of such period, as well as written notice of the end of such period of prevention, delay or stoppage within fifteen (15) days after the termination of such period. Lack of adequate funds, refusal to pay any fees or expenses for Work, including without limitation expenses for materials or Governmental Approvals (unless the delayed party has taken reasonable steps to mitigate), or financial inability to perform shall not be determined to be a matter of force majeure as defined herein.

8. Miscellaneous.

(a) Pursuant to Planned Development Ordinance #2002-40, the Owner shall contribute One Thousand Dollars and no/100 (\$1,000.00) per lot in park fees to the City.

(b) Each party hereto agrees that in the event its consent is required to effectuate the terms and provisions hereof, such covenant shall not be unreasonably withheld, alleged, or conditioned.

(c) Neither party shall assign, mortgage, pledge, or in any way encumber or transfer this Agreement in whole or in part, or delegate any of their duties or obligations as set forth herein, whether by operation of law or otherwise without the written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned except to delegate actual performance of the work contemplated hereby to contractors under the construction contracts. Any such attempted assignment, mortgage, pledge, encumbrance, transfer or delegation of this Agreement or the duties and obligations of a party hereunder without the prior written consent of the other party shall be ineffective and shall be deemed a default.

(d) Notwithstanding the above, currently under separate agreement Landmark Interests has the right to purchase the Property and it is anticipated the Agreement will be assigned to Landmark Interests (or a yet to be formed single asset entity). Therefore it is agreed to by both parties that this Agreement may be assigned to Landmark Interests (or a yet to be formed single asset entity) upon the closing of the Property under that certain other agreement. At closing, the Owner shall execute with Landmark Interest a separate instrument memorializing the assignment of this Agreement to Landmark Interests and deliver a copy to the City within five (5) business days of closing. Furthermore, if the Owner fails to consummate the sale of the Property to Landmark Interest, terminates the other agreement, or fails to negotiate an assignment with Landmark Interest for any reason this Agreement shall immediately terminate and become null and void and neither party shall have any further obligations one to the other.

(e) All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered by telecopy or fax (provided a copy of such telecopy or fax is deposited in the U.S. Mail, certified mail, return receipt requested the same day the telecopy is sent) or when delivered personally by nationally recognized overnight courier service, or on the day said communication is received (or refused) having been placed in the U.S. mail, by registered or certified mail, return receipt requested) postage prepaid. Addressed as follows:

If to Owner:

Celina West 85 Associates
4545 Allstate Drive
Riverside, California 92501
Attn: Neils Sorenson

With a copy to:

OWNER:

CELINA WEST 85 ASSOCIATES

By: Westgold Realtors, Inc., its general partner



By: Neils Sorenson

Its: President

CITY:



By:

Its:

Attachment: Agreement and PD (1022 : Parkside Development Agreement Amendment)

PD #29 Amendments

7.D.b

CITY OF CELINA, TEXAS

ORDINANCE NO. 2003- 28

AN ORDINANCE OF THE CITY COUNCIL OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2002-40 OF THE CITY, WHICH AMENDED COMPREHENSIVE ZONING ORDINANCE NO. 97-10 AS AMENDED, AND WHICH AMENDED THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A 50.003 ACRE TRACT OF LAND SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NUMBER 664, COLLIN COUNTY, TEXAS, FROM ITS ZONING CLASSIFICATION OF "RE-1 SINGLE FAMILY" TO "PD-PLANNED DEVELOPMENT DISTRICT, CELINA WEST", BY AMENDING EXHIBIT "B", DEVELOPMENT STANDARDS, AMENDING SECTION 5.0 REQUIREMENTS, SECTION 7.0 HOME OWNER'S ASSOCIATION (HOA), SECTION 12.0 PERIMETER SCREENING FM 428 AND CR 56, SECTION 13.0 OPEN SPACE AREA(S), AND SECTION 21.0 COUNTY ROAD 56 (CR 56) RIGHT-OF-WAY DEDICATION AND PAVING, AS PROVIDED HEREIN; 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 THAT THIS ORDINANCE IS CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR SAVINGS; PROVIDING SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Type A General Law Municipality located in Collin County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

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

WHEREAS, the City Council previously enacted Ordinance No. 2002-40 on August 13, 2002, establishing and providing regulations for PD-Planned Development District, Celina West; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that adoption of the revised Development Standards as provided herein is in the best interest of the City and that Ordinance No. 2002-40 of the City of Celina, Texas should be amended as provided herein.

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

270M 60M PSH 07

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 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

Ordinance No. 2002-40 of the City of Celina, Texas, the same being the Celina West Planned Development Ordinance, is hereby amended in the following particulars by amending Exhibit "B", Development Standards, amending Section 5.0 Requirements, Section 7.0 Home Owner's Association (HOA), Section 12.0 Perimeter Screening FM 428 and CR 56, Section 13.0 Open Space Area(s), and Section 21.0 County Road 56 (CR 56) Right-of-Way Dedication and Paving, as set forth herein. All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed:

"5.0 Requirements:

5.04 Minimum Setbacks for the Primary Structure and Garage:

- Front Yard 20 feet
- Rear Yard 20 feet
- Side Yard 5 feet
- Garage Setback 20 feet
- (The garage setback shall be provided from any public right-of-way or alley.)
- Side Yard Adjacent to a public street 15 feet

5.05 Minimum Building Size: The floor area of any residential structure shall not contain less than one thousand four hundred (1,400) square feet of living space, exclusive of garage or other such area.

5.09 Drainage: Lot to lot drainage shall be prohibited. Prior to the issuance of a building permit, the applicant shall submit to the City of Celina a certificate from a licensed professional engineer certifying that the building site is in conformance with drainage plans approved by the City.

7.0 Home Owners Association (HOA):

Prior to approving the final plat, a Home Owner's Association that will be responsible for the maintenance of all open space areas, the future hike and bike trail, landscaped areas,

streetlights, entryway features, and screening fences/walls shall be formed. The HOA document shall be subject to review and approval by the City. No home construction may commence until said document is approved by the City. The document shall include requirements for fencing along the fifty-foot (50') gas easement to consist of a four-foot (4') high wrought iron typical fence for lots backing up to the future hike and bike trail. The City of Celina shall be under no obligation for operation and maintenance of the open space areas, landscaped areas, streetlights, entryway features, and screening fences/walls mentioned herein."

12.0 Perimeter Screening FM 428 and CR 56:

The developer shall provide bufferyards along FM 428 & CR 56. A 12.5 foot landscape buffer will be provided within the parkway along CR 56. A 30 foot buffer will be provided along FM 428 of which the developer is required to landscape a minimum of 15 feet. These landscaped areas shall consist of a combination of masonry screening walls and a combination of open wrought iron and vegetation to break up long, continuous runs along each roadway. Each bufferyard shall also contain concrete sidewalks with a minimum paved width of four feet (4') constructed in a curvilinear pattern, which are to be constructed by the developer to the City of Celina minimum construction standards for sidewalks. These landscaped bufferyards shall meet the minimum standards listed below:

- Screening must be a minimum of six feet (6') in height.
- Wooden fencing is prohibited.
- One overstory tree shall be planted per fifty feet (50') of street frontage along FM 428 and CR 56. Said trees shall be a minimum of three inches (3") in diameter as measured twelve inches (12") above the ground. The City of Celina via recommendation from an arborist shall select the type of tree.
- Three understory trees shall be planted per fifty feet (50') of street frontage along FM 428 and CR 56. Said understory trees shall be a minimum of ten (10) gallons. The City of Celina via recommendation from an arborist shall select the type of tree.
- All trees and shrubs must be guaranteed for one (1) year.
- Ground cover must be installed at the time the bufferyards are constructed. Appropriate groundcovers are Bermuda or buffalo grass.
- Bufferyards shall be located within individual lots or easements that are dedicated to the HOA for maintenance and upkeep.

13.0 Open Space Area(s):

- The fifty-foot (50') Lone Star Gas easement shall be preserved as an open space area to the dedicated to the HOA for a future hike and bike trail. Opaque screening immediately adjacent to this open space is prohibited. Adjacent fencing must consist of four-foot (4') open wrought iron. Developer is not required to construct or landscape 50 foot gas easement for a hike and bike trail however, dedicate the 50 foot gas easement as a future hike and bike trail.

21.0 County Road 56 (CR 56) Right-of-Way Dedication and Paving:

Right-of-way will be dedicated at the time of platting for the improvement of CR 56 as a

major collector, as shown on the City of Celina Thoroughfare Plan. A total of fifty-five (55') to forty-five (45') feet of right-of-way must be dedicated from the centerline of CR 56. Developer will participate in street improvements pursuant to a developer's agreement with the City of Celina."

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

SECTION 4 **PENALTY CLAUSE**

4.01 That any person violating any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor upon conviction and shall be fined, except as otherwise provided herein, in a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

4.02 That if the governing body of the City of Celina determines that a violation of this Ordinance creates a threat to the public safety, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity. The City of Celina is not required to give bond as a condition to the issuance of injunctive relief.

SECTION 5 **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 the 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 6 **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 the Celina West Planned Development, 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 7

CITY OF CELINA, TEXAS – ORDINANCE NO. 2003-_____, Page 4
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Files\OLK7\CelinaWestPDOOrdinanceAmendJuly1720031.doc

SEVERABILITY

The provisions of this 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 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 decision or enactment.

SECTION 8 PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in two issues of the Official newspaper of the City of Celina, the Caption, Penalty and Effective Date Clause of this Ordinance as required by the Texas Local Government Code.

SECTION 9 ENGROSSMENT AND ENROLLMENT

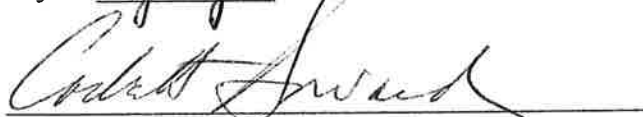
The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption, Publication Clause, Penalty and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 9 EFFECTIVE DATE

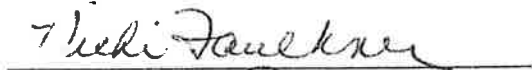
This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

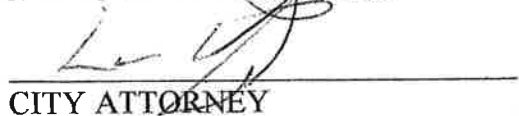
PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 8 day of July 2003.



CORBETT HOWARD, MAYOR
CITY OF CELINA, TEXAS



CITY SECRETARY
APPROVED AS TO FORM:



SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereafter called the "Second Amendment") is made and entered into by and between Landmark/Celina West, L.P., a Texas limited partnership (hereafter called "Owner") and the City of Celina, Texas, located in Collin County, Texas (hereafter called the "City") pertaining to a parcel of land consisting of approximately fifty (50) acres located at the northeast intersection of County Road 56 and F.M. 428 commonly referred to as Celina West, a planned residential subdivision, in the City of Celina, Texas under Planned Development #2002-40, the property being legally described by metes and bounds in **EXHIBIT "A"**, attached hereto and incorporated herein for all purposes (hereinafter called the "Property").

WITNESSETH:

WHEREAS, on or about June 3, 2003, the City and Celina West 85 Associates entered into that certain Agreement (hereafter called the "Development Agreement") pertaining to the development of the Property and the funding of certain infrastructure improvements;

WHEREAS, on or about September 8, 2003 Celina West 85 Associates assigned all of its right, title and interest in and to the Development Agreement to Owner;

WHEREAS, on or about July 1, 2004, the City and Owner amended the Development Agreement (hereafter called the "First Amendment") to eliminate the construction commencement deadline referenced in Section 1(c) of the Development Agreement;

WHEREAS, pursuant to the First Amendment, Owner has paid park fees of \$200,000.00 to the City for the purpose of expediting the construction of a new City park in full satisfaction of Owner's obligations under Section 8(a) of the Development Agreement; and

WHEREAS, Owner and City have agreed to modify and amend certain terms and conditions of the Development Agreement and First Amendment and desire to set forth such agreement in writing.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City hereby agree as follows:

1. Section 1(a) as presently stated in the Development Agreement shall be amended and replaced with the following paragraph:

"1. County Road 56 (CR56) and Utah Street

- (a) The Owner hereby agrees to construct the Roadway and Drainage Improvements of County Road 56 from the intersection of F.M. 428 to and including Utah Street in accordance with Exhibit "B" prepared by Birkhoff, Hendricks & Conway,

L.L.P. engineering firm. All design and revisions thereto on any improvements contemplated in this Agreement shall be prepared by Birkhoff, Hendricks and Conway, L.L.P. Said design fees shall be included in the costs for Roadway and ~~Drainage Improvements referenced in Exhibit "B". The design fees charged by~~ Birkhoff, Hendricks and Conway, L.L.P. shall be charged at a competitive market rate as evidenced by prevailing rates for similar projects and shall not exceed thirteen percent (13%) of the Owner's "out of pocket" development costs.

2. Section 1(c) as presently stated in the Development Agreement was deleted by the First Amendment and the parties confirm it is deleted from the Development Agreement.
3. Section 5 as presently stated in the Development Agreement shall be amended and replaced with the following paragraph:

"5. Covenants Running with Land.

The covenants and agreements of the parties hereto are covenants running with the land in perpetuity and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and in no event shall same be construed to be personal covenants of the parties hereto."

4. Based on Section 3 above, Sections 8(c) and 8(d), as presently stated in the Development Agreement, are deleted in their entirety.
5. The Parties confirm that Owner has satisfied its payment obligation in full to pay park fees pursuant to Section 8(a) of the Development Agreement.
6. No other amendment to the Agreement is made or intended to be made hereby and, except as amended by this Second Amendment, the Development Agreement and First Amendment are hereby ratified, confirmed and reaffirmed by the parties.
7. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement.
8. The terms and provisions of the Development Agreement, First Amendment and this Second Amendment are the result of negotiation between the parties, each of which has been represented by counsel of its selection, and neither of which has acted under duress or compulsion, legal, economic, or otherwise. Consequently, the terms and provisions of this Second Amendment will be interpreted and construed in accordance with its usual and customary meanings, and the parties expressly waive and disclaim any rule of law or procedure interpreting or construing this Second Amendment otherwise, including without limitation, any

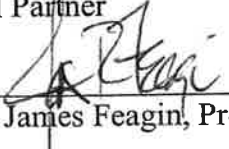
rule of law to the effect that ambiguous or conflicting terms or provisions in this Second Amendment must be interpreted or construed against the party whose attorney prepared this Second Amendment or any draft hereof.

9. This Second Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings or oral or written agreements between the parties respecting the subject matter.
10. If this Second Amendment is executed in multiple counterparts, all counterparts taken together will constitute this Second Amendment.

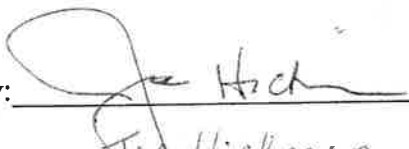
Executed effective as of the last date acknowledged below.

Landmark/Celina West, L.P., a
Texas limited partnership

By: Albedrew, Inc. dba Landmark Interest,
General Partner

By: 
Name: James Feagin, President

By: Johi, L.L.C., General Partner

By: 
Name: Joe Hickman
Title: Vice President

Attachment: Amendment No. 2 (1022 : Parkside Development Agreement Amendment)

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

SWORN TO AND SUBSCRIBED before me on this 5th day of November, 2004, by James Feagin, President of Albedrew, Inc. dba Landmark Interests, General Partner of Landmark/Celina West, L.P., a Texas limited partnership on behalf of the partnership



[Signature]
Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS

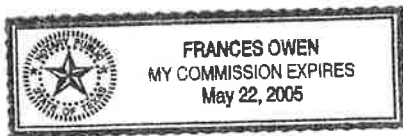
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COUNTY OF COLLIN

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SWORN TO AND SUBSCRIBED before me on this 3rd day of November, 2004, by Joe Hickman, Vice President of Johi, L.L.C., General Partner of Landmark/Celina West, L.P., a Texas limited partnership on behalf of the partnership



[Signature]
Notary Public, State of Texas

Attachment: Amendment No. 2 (1022 : Parkside Development Agreement Amendment)

5799 00008

CITY OF CELINA, TEXAS


 By: Corbett Howard, Mayor

ACKNOWLEDGEMENT

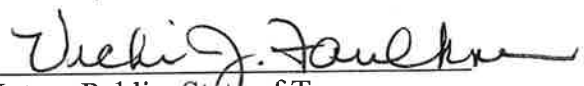
THE STATE OF TEXAS

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§
§

COUNTY OF COLLIN

SWORN TO AND SUBSCRIBED before me on this 9th day of November,
 2004, by Corbett Howard, as Mayor of the City of Celina, Texas.




 Notary Public, State of Texas

Attachment: Amendment No. 2 (1022 : Parkside Development Agreement Amendment)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: March 17, 2015
 Re: West Celina 86 Annexation Petition

Action Requested:

Consider and Act to Accept a Petition for Annexation and Set Two Public Hearing Dates on April 14, 2015, 6:30 P.M. and 6:35 P.M., to Consider Testimony Regarding Annexing ±86.64 Acre Tract of Land Located in the John Morton Survey, Abstract Number 791, the Anthony Thomasson Survey, Abstract Number 1265, Denton County, Texas. the Property is Generally Located South of Carey Road, North of Parvin Road and West of CR 6 (Legacy Drive). (West Celina 86) Liebman

Background Information:

A petition for annexation was received from Shea Kirkman on behalf of AVEX on February 16, 2015. The property is contiguous to current city limits.

§ March 17, 2015	Council option to accept voluntary petition to annex
§ April 3, 2015	Notice of public hearing to be published
§ April 14, 2015	Council to hold public hearings (2)
§ May 12, 2015	Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

§ Annexation Petition

§ Property Exhibit

§ Legal Description

Staff Recommendation:

Approval

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



VOLUNTARY ANNEXATION APPLICATION

**Property Description:**

Survey Name and Abstract No.: A. Thomasson Survey, Abstract No. 12
John Morton Survey, Abstract No. 1
 Tract Number(s): _____ Number of Acres: 86.64
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property**Owner's Name:**Company: Neal C. Small, M.D. PartnersAddress: 4323 Duck Creek RoadCity, State, Zip: Sanger, TX 76266Phone#: 940-458-0123

Fax #: _____

E-Mail Address: _____

OwnersSignature: Neal C. Small**Representative's Name:** Shea KirkmanCompany: Kirkman EngineeringAddress: 4821 Merlot Ave., Suite 210City, State, Zip: Grapevine, TX 76051Phone#: 817-488-4960

Fax #: _____

E-Mail Address: shea.kirkman@trustke.com**Submittal Requirements**

- ☐ Application
- ☐ Application Fee - Minimum \$250.00 or actual costs
- ☐ Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper.
- ☐ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

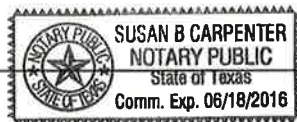
TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

COUNTY OF COLLIN

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

Neal C. Small
 Neal C. Small, Authorized Agent of G
 Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 12thday of February, 20 15My Commission expires 06/18/2016Susan B. CarpenterNotary Public in & for the State of
Texas**OFFICE USE ONLY**

Receipt#: _____

Check#: _____

Payor: _____

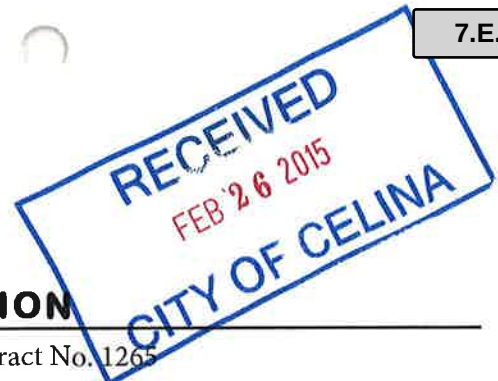
This application meets requirements

Signature _____

Date _____



VOLUNTARY ANNEXATION APPLICATION



Property Description: A. Thomasson Survey, Abstract No. 1265
 Survey Name and Abstract No.: John Morton Survey, Abstract No. 791
 Tract Number(s): _____ Number of Acres: 86.64
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property

Owner's Name:

Company: MCF Investments, Ltd
 Address: 15700 Highway 121
 City, State, Zip: Frisco, TX 75035
 Phone#: (972) 747-9233
 Fax #: _____
 E-Mail Address: _____

Owners

Signature: Michael F. Farnin

Representative's Name:

Company: Kirkman Engineering
 Address: 4821 Merlot Avenue, Suite 210
 City, State, Zip: Grapevine, TX 76051
 Phone#: 817-488-4960
 Fax #: N.A.
 E-Mail Address: shea.kirkman@trustke.com

Submittal Requirements

- ☐ Application
- ☐ Application Fee - Minimum \$250.00 or actual costs
- ☐ Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper.
- ☐ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

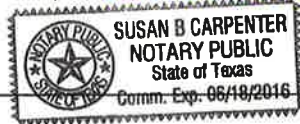
STATE OF TEXAS

COUNTY OF COLLIN

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

Michael F. Farnin
 Michael Farnin, Managing Member of the G
 Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 12th day of February, 20 15
 My Commission expires 06/18/2016



Susan B. Carpenter
 Notary Public in & for the State of
 Texas

OFFICE USE ONLY

Receipt#: _____
 Check#: _____
 Payor: _____

This application meets requirements

Signature

Date



VOLUNTARY ANNEXATION APPLICATION



Property Description: A. Thomasson Survey, Abstract No. 1265
 Survey Name and Abstract No.: John Morton Survey, Abstract No. 791
 Tract Number(s): _____ Number of Acres: 86.64
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property

Owner's Name: Sutton Field Investments, LLC
 Company: c/o Rex Real Estate
 Address: 12400 Preston Road, Suite 100
 City, State, Zip: Frisco, TX 75033
 Phone#: (972) 250-1263
 Fax #: _____
 E-Mail Address: _____
Owners Signature: 

Representative's Name: Shea Kirkman
 Company: Kirkman Engineering
 Address: 4821 Merlot Avenue, Suite 210
 City, State, Zip: Grapevine, TX 76051
 Phone#: 817-488-4960
 Fax #: N.A.
 E-Mail Address: shea.kirkman@trustke.com

Submittal Requirements

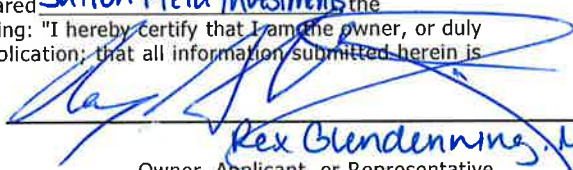
- ☐ Application
- ☐ Application Fee -Minimum \$250.00 or actual costs
- ☐ Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper.
- ☐ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

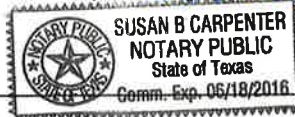
STATE OF TEXAS

COUNTY OF COLLIN

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


 Rex Blendenning, Manager
 Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 12th day of February, 2015
 My Commission expires 06/18/2016



Susan B. Carpenter
 Notary Public in & for the State of Texas

OFFICE USE ONLY

Receipt#: _____
 Check#: _____
 Payor: _____

This application meets requirements

Signature

Date

February 26, 2015

Ms. Helen-Eve L. Liebman, AICP
Director of Planning & Development Services
City of Celina
142 N. Ohio Street
Celina, TX 75009

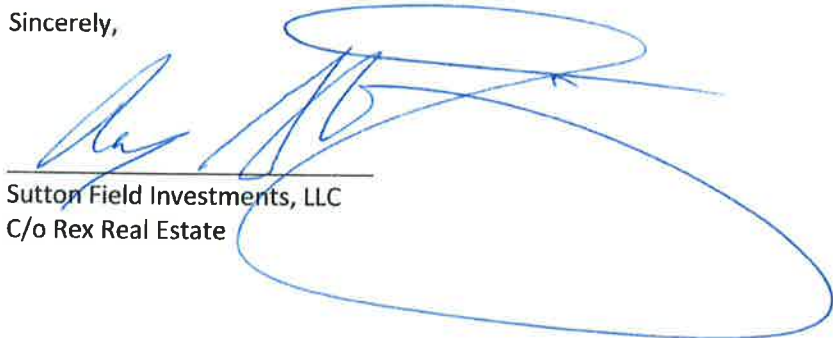
RE: West Celina 86

Dear Ms. Liebman,

As the owners of the above mentioned property, we authorize Shea Kirkman of Kirkman Engineering to represent the project. As you know, Shea is working with the AVEX group on the annexation and zoning of the property.

We appreciate your help during the entitlement process.

Sincerely,



Sutton Field Investments, LLC
C/o Rex Real Estate



Neal C. Small, M.D. Partners



MCF Investments, Ltd.

Attachment: Application Authorization (1019 : West Celina 86 Annexation)



EXHIBIT A
(Legal Description)

Situated in Denton County, Texas, being in the John Morton Survey, Abstract No. 791 and in the A. Thomasson Survey, Abstract No. 1265, being a resurvey of the tract (hereafter referred to as "Teasdale Tract") of land described in a deed from George H. Kolb to Arthur Robert Teasdale, Jr. and wife, Mary Louis Teasdale, dated May 20, 1983, recorded in Volume 1219, Page 998 of the Denton County Deed Records, being described by metes and bounds as follows:

Beginning at a 1/2 inch iron pin found at the southeast corner of the 81.874 acres tract recorded as Clerk's File No. 2006-2173;

Thence North 00 degrees 04 minutes 17 seconds East, with the east line of said 81.874 acre tract and the west line of said Teasdale Tract, 1777.02 feet to 1/2 inch iron pin found in Carey Road;

Thence South 89 degrees 47 minutes 43 seconds East, with said Carey Road, passing a railroad splice found at the southeast corner of the 10.00 acre "Tract 3" recorded as Clerk's File No. 2005-102909 at 48.23 feet and continuing in all, 2045.84 feet to a 1/2 inch iron pin found at the southwest corner of the 61.741 acre tract recorded as Clerk's File No. 2005-160823;

Thence South 89 degrees 49 minutes 40 seconds East, with the south line of said 61.741 acre tract and with said Carey Road 91.67 feet to a point; a 1/2 inch iron pin found bears South 00 degrees 25 minutes 36 seconds West, 4.35 feet;

Thence South 00 degrees 25 minutes 36 seconds West, passing said 1/2 inch iron pin found at 4.35 feet, passing 0.06 feet west of a 1/2 inch iron pin found at 867.81 feet at the northwest corner of the 1.799 acre tract recorded in Volume 5365, Page 7720, continuing passing a 1/2 inch iron pin found at 1154.48 feet at the southwest corner of said 1.799 acre tract continuing in all 1763.52 feet to a 1/2 inch iron pint set;

Thence South 89 degrees 50 minutes 22 seconds West, with the south line of said Teasdale Tract, 2126.60 feet to the PLACE OF BEGINNING and containing 86.64 acres. This description is based on the Land Title Survey and plat made by Bruce Geer, RPLS No. 4117, office work completed on February 25, 2013.

Attachment: West Celina 86 Legal Description (1019 : West Celina 86 Annexation)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: March 17, 2015
 Re: Zuberi Annexation

Action Requested:

Consider and Act to Accept a Petition for Annexation and Set Two Public Hearing Dates on April 14, 2015, 6:30 P.M. and 6:35 P.M., to Consider Testimony Regarding Annexing ±4.518 Acre Tract of Land Located in the John Ragsdale Survey, Abstract Number 735, Collin County, Texas. the Property is Generally Located North and East of FM 455, West of CR 946 and South of the Denton/Collin County Line. Liebman

Background Information:

A petition for annexation was received from Faraz Zuberi representing Pakvest LLC on February 16, 2015. The property is contiguous to current city limits. Mr. Zuberi has initiated the annexation process with the knowledge that the City will not be in a position to provide water and sewer to the tract within the five (5) year time frame.

§ March 17, 2015	Council option to accept voluntary petition to annex
§ April 3, 2015	Notice of public hearing to be published
§ April 14, 2015	Council to hold public hearings (2)
§ May 12, 2015	Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

§ Annexation Petition

§ Property Exhibit

Staff Recommendation:

Staff Recommends Acceptance of This Petition Contingent on the Applicant's Written Agreement Acknowledging that Water and Sanitary Services Will Not be Provided to This Tract Within Five (5) Years.

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



VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: ABS 0735 JOHN RAGSDALE SURVEY
 Tract Number(s): 25 Number of Acres: 4.518
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): 0

Current Property

Owner's Name: PAKVEST LLC
 Company: PAKVEST LLC
 Address: 2813 OAKLAND HILLS DR
 City, State, Zip: PLANO TX 75025
 Phone#: 214-282-8810

Fax #: _____
 E-Mail Address: CONNECT.ZUBERI@GMAIL.COM

Owners
 Signature: [Signature]
FARAZ ZUBERI

Representative's Name: _____
 Company: _____
 Address: _____
 City, State, Zip: _____
 Phone#: _____
 Fax #: _____
 E-Mail Address: _____

Submittal Requirements

- ☒ Application
- ☒ Application Fee - Minimum \$250.00 or actual costs
- ☒ Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper.
- ☒ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.
- ☒ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

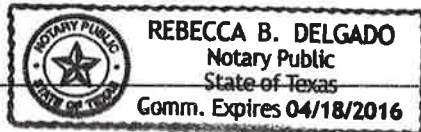
COUNTY OF COLLIN

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

FARAZ ZUBERI [Signature]
 O

Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 21st day of January, 2015
 My Commission expires 4-18-16



[Signature]
 Notary Public in & for the State of Texas

OFFICE USE ONLY

Receipt#: _____
 Check#: _____
 Payor: _____

This application meets requirements

 Signature Date

Surveyor's Certification:

This is to certify that on this date, April 14, 2014, a survey was made on the ground, under my supervision, that the survey reflects dimensions and calls of property lines, location and type of improvements, there are no visible and apparent easements except as shown. The subject property does not appear to lie within the limits of a 100- year flood hazard zone according to the map published by the federal emergency management agency, and has a zone "X" rating as shown by MAP NO. 48085C0135 J, Dated JUNE 02, 2009. This survey is not to be used for construction purposes and is for the exclusive use of the hereon named purchaser, mortgage company, and title company and this survey is pursuant to that certain title commitment under the GF NO. shown hereon, provided by the title company named hereon and that this date, the easements, rights of way, or other locatable matters of record that the undersigned has knowledge or has been advised are as shown or noted hereon.

William Dean Hadley
9.0 Acres
Tract 24 - 9

BEING ALL THAT CERTAIN 4.518 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGSDALE, ABSTRACT NO 735, COLLIN COUNTY TEXAS, AND BEING PART OF A 60.0 ACRE TRACT OF LAND CONVEYED TO ROBERT L. KING ET UX IN DEED RECORDED IN VOLUME 595, PAGE 56 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING ALL OF THAT 3.868 ACRE TRACT OF LAND AS DESCRIBED IN A DEED AS TRACT 2 AND A 0.64 ACRE PORTION OF LAND OUT OF THAT CERTAIN TRACT KNOWN AS TRACT 1 AS RECORDED IN VOLUME 3252, PAGE 532, DEED RECORDS COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 1/2 INCH IRON ROD FOUND AT THE NORTH RIGHT OF WAY LINE OF F.M. 455 AT ITS INTERSECTION WITH THE SOUTHEAST CORNER OF SAID 60 ACRE TRACT;

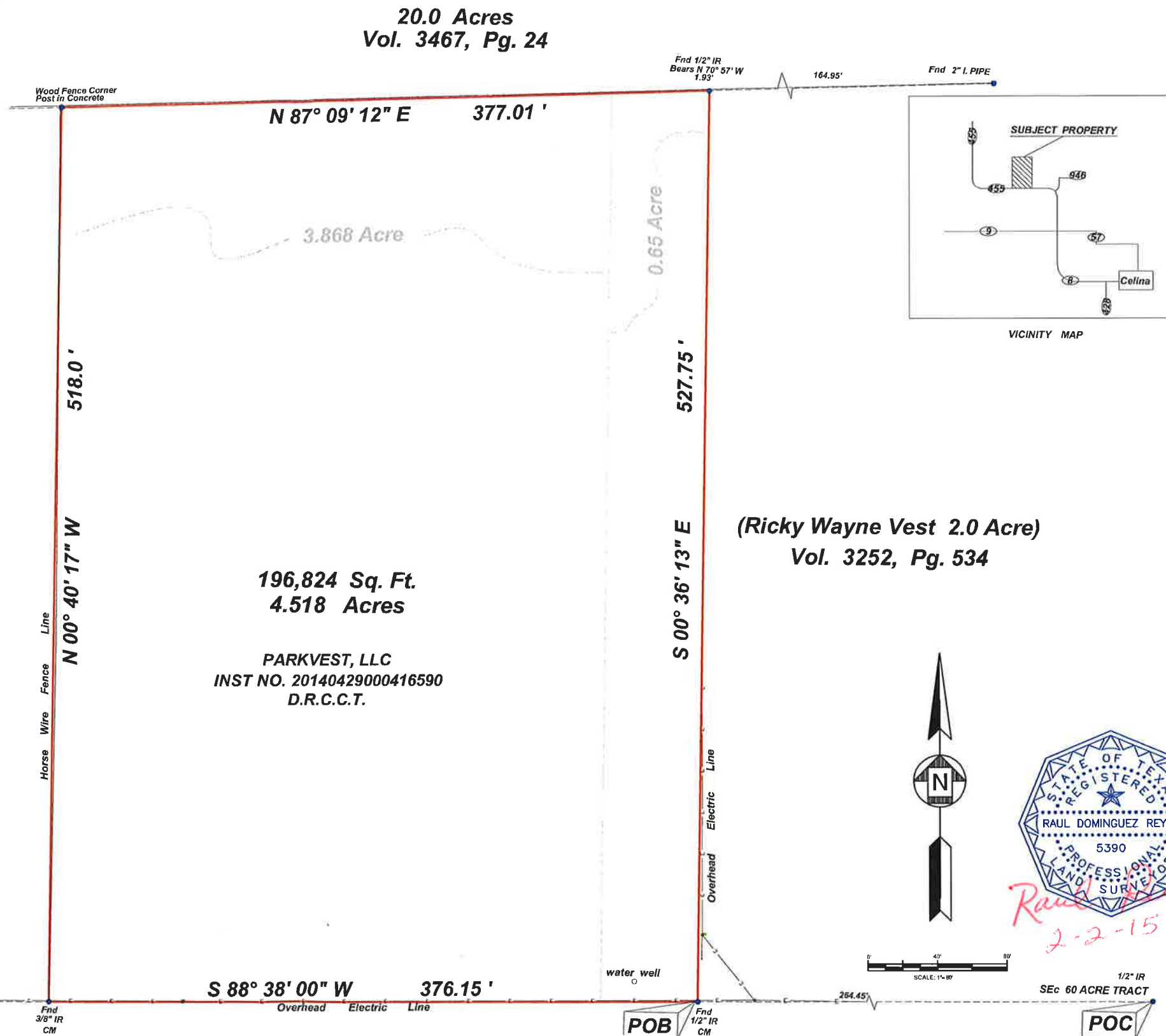
THENCE SOUTH 88 DEGREES 38 MINUTES 00 SECONDS, WEST ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 455, A DISTANCE OF 264.45 TO A FOUND 1/2 INCH IRON ROD FOR THE POINT OF BEGINNING AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 4.518 ACRE TRACT;

THENCE SOUTH 88 DEGREES 38 MINUTES 00 SECONDS, WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 455, A DISTANCE OF 376.15 FEET TO A FOUND 3/8 INCH IRON ROD AT THE BASE OF A HORSE WIRE FENCE CORNER FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 4.518 ACRE TRACT;

THENCE NORTH 00 DEGREES 40 MINUTES 17 SECONDS WEST, ALONG A HORSE WIRE FENCE, A DISTANCE OF 518.00 FEET TO A WOODEN FENCE CORNER POST SET IN CONCRETE, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 4.518 ACRE TRACT;

THENCE NORTH 87 DEGREES 09 MINUTES 12 SECONDS EAST, ALONG A HORSE WIRE FENCE, A DISTANCE OF 377.01 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 4.518 ACRE TRACT FROM WHICH A FOUND 1/2 INCH IRON ROD AT THE BASE OF A STEEL "I" POST BEARS NORTH 70° 57' WEST A DISTANCE OF 1.93 FEET

THENCE SOUTH 00 DEGREES 36 MINUTES 13 SECONDS EAST, A DISTANCE OF 527.75 FEET, TO THE PLACE OF BEGINNING AND CONTAINING 196,824 SQUARE FEET OR 4.51 ACRES OF LAND.



F. M. 455

SURVEYOR:
RAUL REYES SURVEYING
209 LAKEHURST DRIVE
WYLIE, TX., 75098
214-478-7879

OWNER:
PARKVEST, LCC

BEING A 4.518 ACRE TRACT
IN THE
JOHN RAGSDALE SURVEY
ABSTRACT NO. 735
COLLIN COUNTY, TEXAS



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: March 17, 2015

Re: Consider and Act Upon a Resolution of the City Council of the City of Celina, Texas, Setting a Date, Time and Place (Tuesday, April 14, 2015 & Tuesday, April 14, 2015) for Public Hearings on the Proposed Annexations 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 Actions to Fulfill the Requirements of the Municipal Annexation Act.

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, April 14, 2015 6:00 P.M. & Tuesday, April 14, 2015 6:30 P.M.) for Public Hearings on the Proposed Annexations 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 Actions to Fulfill the Requirements of the Municipal Annexation Act. Liebman

Background Information:

Below is the proposed annexation schedule for annexation of the properties detailed in Exhibits "A", "B", "C", "D".

- March 17, 2015 - Council passes resolution calling for two public hearings to be held. The first public hearing on April 14, 2015 at 6:30 p.m. and the second public hearing on April 14, 2015 at 6:35 p.m.
- April 14, 2015- First public hearing held.
- April 14, 2015- Second public hearing held.
- May 12, 2015- Council adopts annexation Ordinance(s).

Aerial photographs of the properties being annexed are included.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

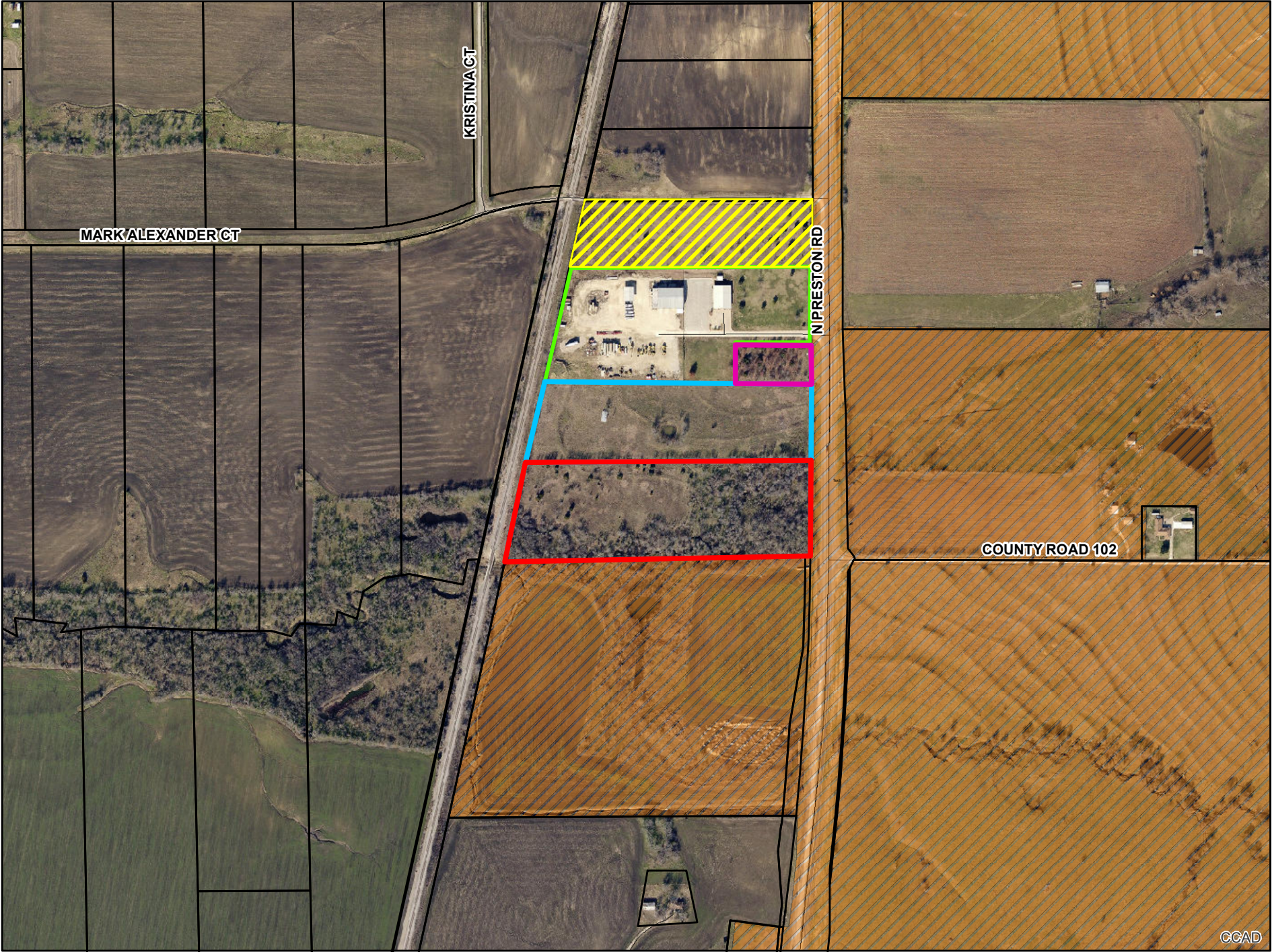
- Aerial Photograph
- Proposed Resolution

Staff Recommendation:

Staff Recommends that the Item be Approved as Presented

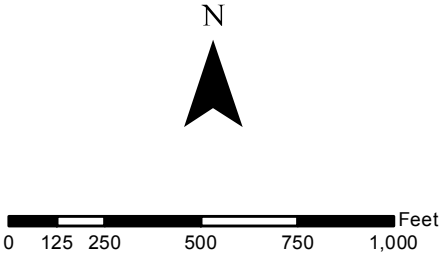
Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682 x 1071 or by email at vfaulkner@celina-tx.gov.

Annexation Aerial Photograph



Legend

- Property "D"
- Property "C"
- Property "A"
- Property "B"
- Existing Annexation Agreeemer
- Celina City Limits



Attachment: Annexation Map exhibit (1029 : 3-17-15 Annexation PH Resolution)

**CITY OF CELINA
RESOLUTION NO. 2015-__**

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 Exhibits “A” “B” “C” “D” 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 14th day of April, 2015 at 6:30 p.m. and on Tuesday, the 14th day of April, 2015 at 6:35 p.m., 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 Exhibits “A” “B” “C” “D”
- 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 Exhibits “A” “B” “C” “D” 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 17th day March, 2015.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Attachment: Involuntary annexation Resolution (1029 : 3-17-15 Annexation PH Resolution)

EXHIBIT "A"

All that certain lot, tract or parcel of land lying and being situated in the County of Collin, State of Texas and being a part of the M.E.P. & P. Co. Survey, Abstract No. 653 and being a part of a 92.04 acre tract as described in a Deed from Carey L. Anderson to Claude Thompson recorded in Volume 393, Page 393, of the Collin County Deed Records and being more fully described as follows:

BEGINNING at an iron stake in the West line of the said tract in the East ROW line of the S.T. & S.F. Railroad Co. Said stake bears South 12 deg. 30 min. West, 1037.9 ft. from the Northwest corner of the said tract;
THENCE North 89 deg. 00 min. 53 sec. East, a distance of 1098.53 ft. to an iron stake in the West ROW line of State Hwy. No. 289;
THENCE South 0 deg. 06 min. 10 sec. West with the west ROW line of the said Hwy. a distance of 381.99 ft. to an iron stake for a corner;
THENCE South 89 deg. 00 min. 53 sec. West a distance of 1182.59 feet to an iron stake in the west line of the said tract and east ROW line of the said RR;
THENCE North 12 deg. 27 min. 43 sec. East with the west line of the said tract a distance of 392.68 ft. to the PLACE OF BEGINNING and CONTAINING 10.00 acres of land.

EXHIBIT "B"

Legal description of the land:

A tract of land situated within the M. E. P. & P. Railroad Survey, Abstract Number 653, Collin County, Texas and being the same tract of land as conveyed to Sam Moseson by a deed filed for record in Volume 1654 at Page 816 of the Deed Records of Collin County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" rebar found, on the West right-of-way line of State Highway Number 289, for the common East corner of the tract of land herein described and a tract of land conveyed to R. A. Hallford by a deed filed for record in Volume 1307 at Page 387 of the Deed Records of Collin County, Texas;

Thence S 00° 47' 19" W, along the monumented and aforementioned West right-of-way line, passing at 275.71 feet a wooden right-of-way marker found for a reference corner and continuing for a total distance of 294.66 feet to a 3/8" rebar found for the common East corner of the tract of land herein described and a tract of land conveyed to the Van Family Trust by a deed filed for record in Volume 3032 at Page 967 of the Deed Records of Collin County, Texas;

Thence S 89° 52' 48" W, along the common boundary line of the tract of land herein described and the aforementioned Van Family Trust tract, 1,098.34 feet to a 3/8" rebar found for their common West corner on the East right-of-way line of the Burlington Northern Railroad (formerly known as the S. T. & S. F. RR Co.);

Thence N 13° 25' 38" E, along the common boundary line of the tract of land herein described and the aforementioned East Railroad right-of-way line, 317.41 feet to the common West corner of the tract of land herein described and the Tri Dal Addition, an addition to Collin County, Texas according to the plat thereof filed for record at 2006-86 of the Plat Records of Collin County, Texas, from which a 3/8" rebar found for a witness corner bears N 89° 20' 32" W, 0.79 feet;

Thence S 89° 20' 32" E, along the common boundary line of the tract of land herein described and the aforementioned Tri Dal Addition, passing at 738.92 feet a 1/2" rebar with a cap marked "WAI" found for the Southeast Corner of said addition and continuing along the common boundary line of the tract of land herein described and the above mentioned Hallford tract for a total distance of 1,028.75 feet to the Point of Beginning. Said tract of land containing 321,027 square feet or 7.370 acres, more or less.

EXHIBIT "C"

Being all of Tract 13 of the M E P & P Ry Co Survey, Abstract A0653

EXHIBIT “D”

Being all of Lot 1, Block A of TRI DAL ADDITION, and addition to Collin County, Texas according to the plat there of recorded in Volume 2006, Page 66 of the Map Records Collin County, Texas



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 Date: March 17, 2015
 Re: Consider and act upon a resolution revising the City's early model home policy.

Action Requested:

Consider and Act Upon a Resolution Revising the City's Early Model Home Policy. Liebman

Background Information:

Staff has identified the need to revise its policy regarding the construction of model homes prior to the acceptance of a subdivisions public infrastructure. The revisions reflect the desires of both the City and local developers.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Early Model Home Resolution

Staff Recommendation:

Staff Recommends Approval of the Item as Presented

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

**CITY OF CELINA
RESOLUTION NO. 2015-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS HEREBY REVISING THE CITY OF CELINA'S EARLY MODEL HOME POLICY; PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, The City Council of the City of Celina desired to revise the City's Early Model Home Permit policy and instructed the Planning Department to provide for the implementation of the same.

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

- I. That The Planning Department of the City of Celina has prepared an Early Model Home policy ("Policy") a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes.
- II. The City Council reviewed the Policy and hereby adopts the same,
- III. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the __th day of _____, 2015.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Exhibit "A"

**CELINA EARLY MODEL HOME PERMIT POLICY**

Building Permits for model homes to be issued prior to final acceptance of any proposed subdivision shall abide by the following provisions:

1. An affidavit shall be signed by all applicable home builders stating that the permits being issued are for the purpose of building a model home which the City deems as providing a sales office for a particular home builder and to be a representative home used to show the design, structure, and appearance of units to be built in the development. Model homes shall remain as such for a minimum period of one year at which time they can be converted to single-family residential homes for sale to the public.
2. Model homes shall follow all local, state and federal codes for structures with the purpose as stated above.
3. An exhibit shall be provided to the City which illustrates the location of the model homes to be built.
 - a) Model homes shall be grouped together as to provide a continuous row of homes for model home purposes.
 - b) No more than 2 homes per builder shall be permitted for model home purposes per development.
4. The roads adjacent to the model homes shall be constructed and preliminarily accepted by the City of Celina prior to issuance of a model home permit.
 - a) A minimum of two points of access are required for emergency services.
 - b) These required roads shall remain clean, and kept free of debris, stock piling of material and vehicles that would prevent emergency vehicles from traversing the roads. Vehicles may be parked parallel to road along curb line that allows a minimum 12-foot path for emergency and/or other City vehicles.
 - c) Roads not adjacent to the model homes shall be closed to through non-emergency traffic. A traffic control plan conforming to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) shall be submitted to the City for approval.
5. Water lines for the purpose of fire protection shall be installed, tested, and preliminarily accepted prior to issuance of a model home permit. A fire hydrant must be within a maximum of 250 ft of every model home.
6. Emergency access routes and erosion control devices adjacent to the model homes shall be constructed and preliminarily accepted by the City of Celina.

7. Model homes shall not connect to public water and wastewater facilities until final acceptance of the subdivision is completed.
8. The proposed development must receive final acceptance for the subdivision prior to the City's Building Inspections Department issuance of a Temporary Certificate of Occupancy for any model home.
- a) Initially, these structures shall be finalized as model homes and will receive a Temporary Certificate of Occupancy (C.O.).
 - b) Temporary C.O.'s will authorize move-in of furniture and other model home/sales office related appurtenances as well as allow access to the general public. Temporary C.O.'s do not authorize single-family occupancy.
9. The builder shall apply for a remodel permit for conversion from a model home to a single family residence. Plans shall be submitted, reviewed, and approved before work proceeds. All framing, electrical, plumbing, and hvac inspections shall be requested and approved during conversion, before final C.O. is issued.
10. The City reserves the right to revoke a Temporary Certificate of Occupancy.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Helen-Eve Liebman, Director of Planning and Development Services
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: Construction Plat for The Lakes at Mustang Ranch Phase 1

Action Requested:

Consider and Act Upon a Construction Plat for the Lakes at Mustang Ranch Phase 1 167.863 Acres Situated in the Coleman Watson Survey, Block 4, Tract 26; Abstract No. 945, Collin County, Comprised of 334 Residential Lots and 18 Common Area Lots. the Property is Generally Located North of FM 1461, West of FM 2478, East of CR 84, and South of Brinkmann Ranch Road. Liebman

Background Information:

Staff has reviewed the proposed Construction Plat for The Lakes of Mustang Ranch Phase 1, and has deemed it acceptable.

Board Review/Citizen Input:

On February 17, 2015, the Planning and Zoning Commission voted (5-0) to recommend approval of the Construction Plat .

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

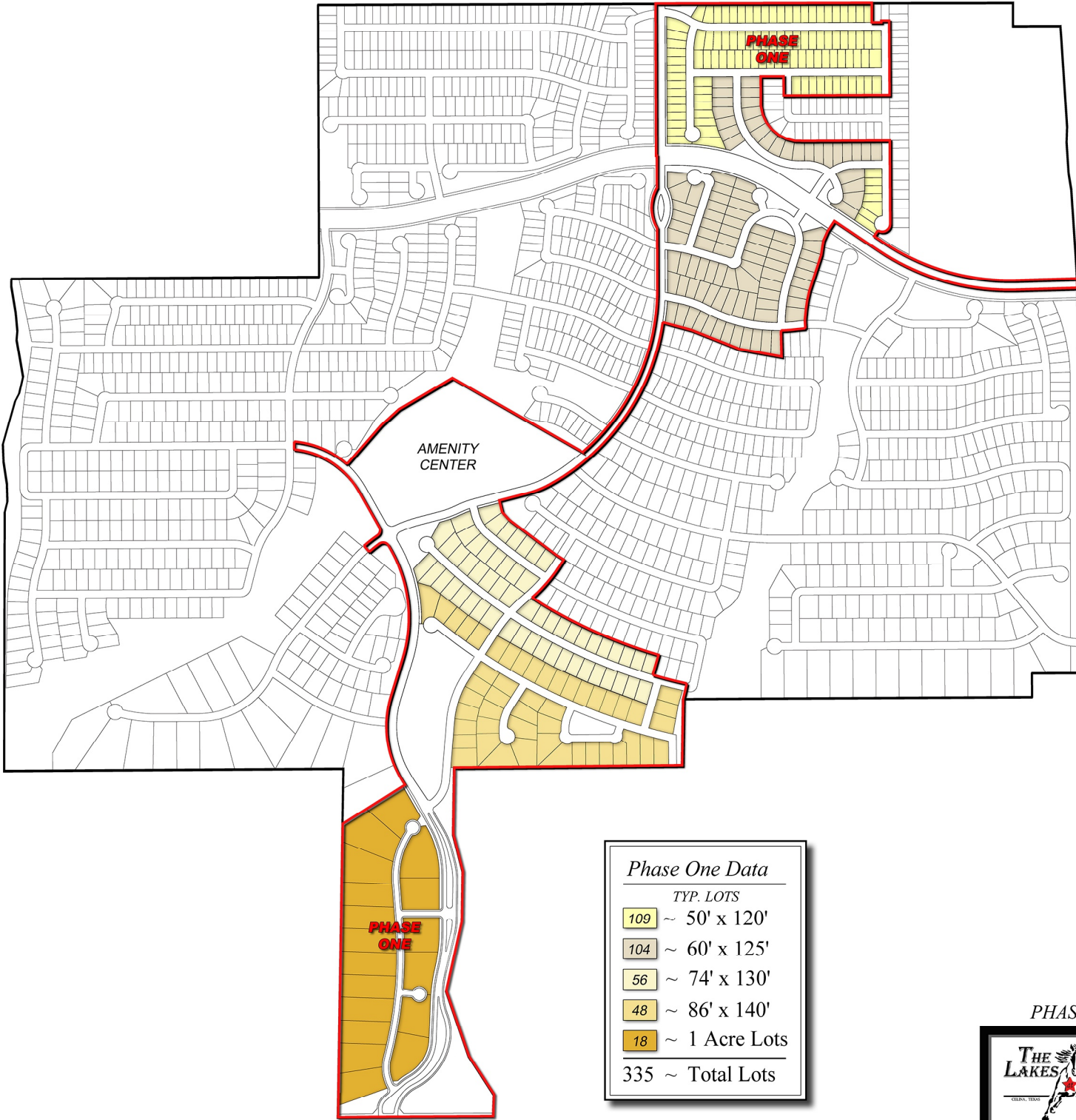
Supporting Documents:

- Construction Plat Exhibits

Staff Recommendation:

Staff Recommends Approval.

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



Phase One Data

TYP. LOTS

109 ~ 50' x 120'

104 ~ 60' x 125'

56 ~ 74' x 130'

48 ~ 86' x 140'

18 ~ 1 Acre Lots

335 ~ Total Lots

PHASE ONE



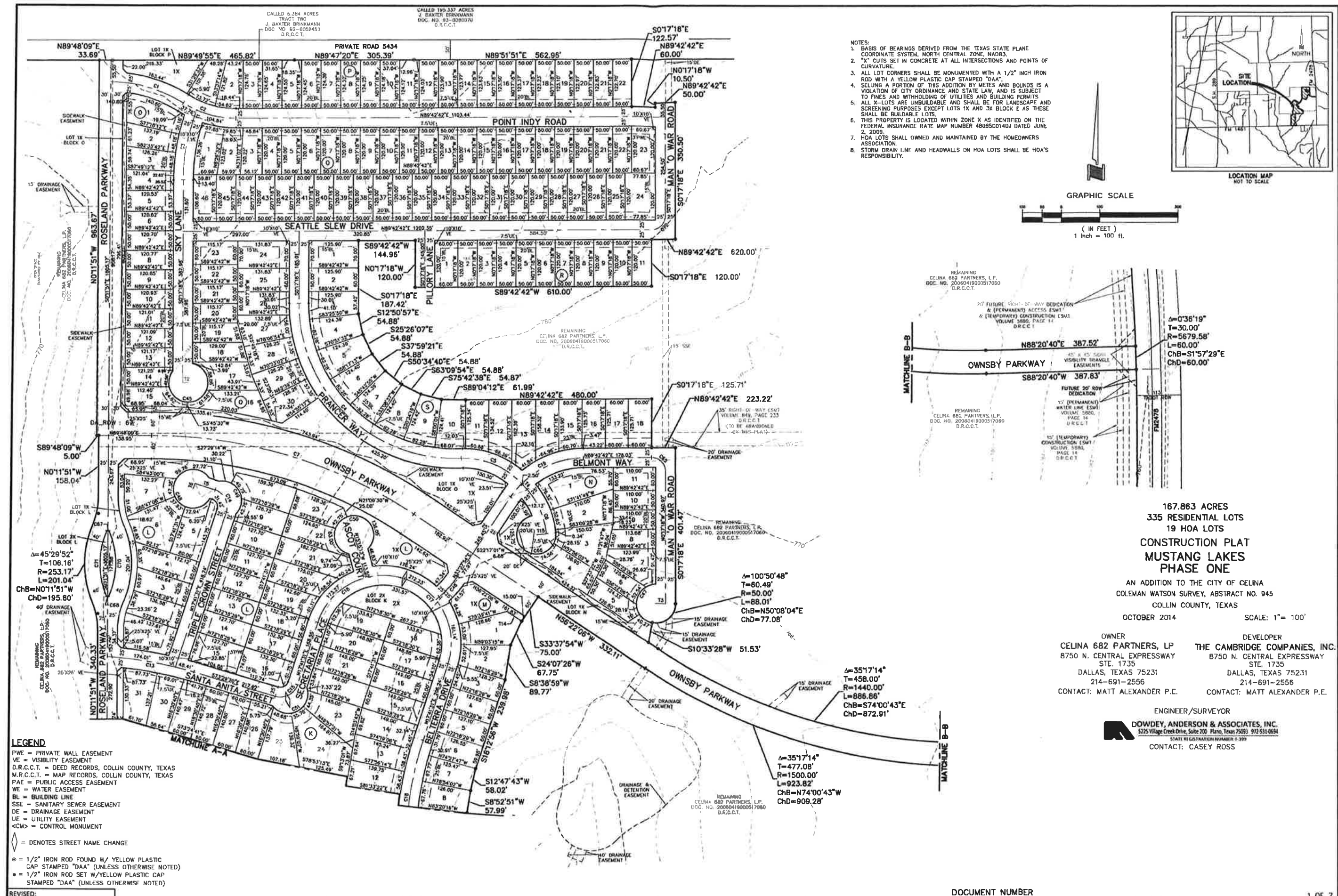
NOT TO SCALE

FM 1461

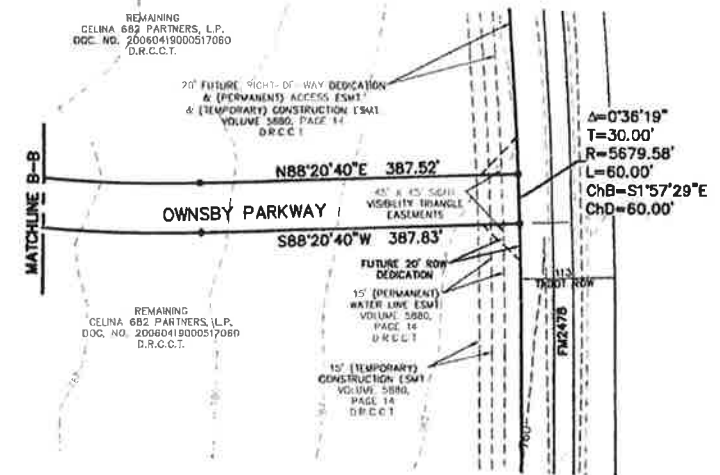
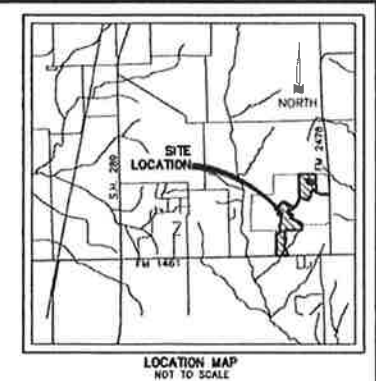
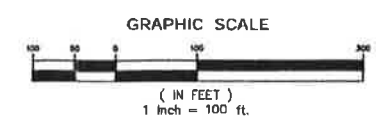
CUSTER ROAD

Attachment: Phase One Exhibit (1011 : Lakes at Mustang Ranch Construction Plat)





- NOTES:
1. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83.
 2. "M" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINTS OF CURVATURE.
 3. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
 4. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 5. ALL LOTS ARE UNBULIDABLE AND SHALL BE FOR LANDSCAPE AND SCREENING PURPOSES EXCEPT LOTS 1X AND 3X BLOCK E AS THESE SHALL BE BULIDABLE LOTS.
 6. THIS PROPERTY IS LOCATED WITHIN ZONE K AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAP NUMBER 48085C0140J DATED JUNE 2, 2009.
 7. HOA LOTS SHALL OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 8. STORM DRAIN LINE AND HEADWALLS ON HOA LOTS SHALL BE HOA'S RESPONSIBILITY.



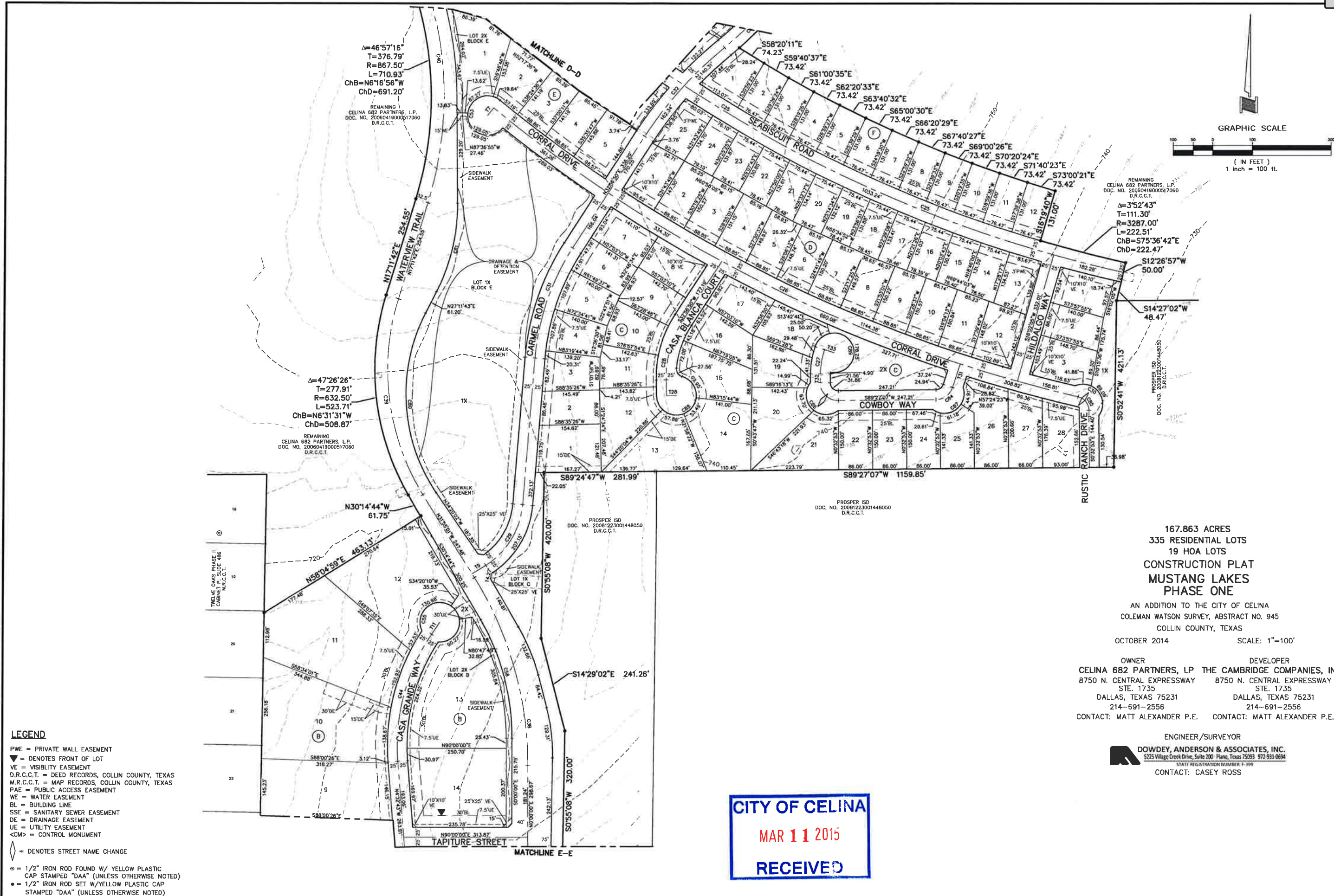
- LEGEND
- PWE = PRIVATE WALL EASEMENT
 - VE = VISIBILITY EASEMENT
 - D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
 - M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
 - PAE = PUBLIC ACCESS EASEMENT
 - WE = WATER EASEMENT
 - BL = BUILDING LINE
 - SSE = SANITARY SEWER EASEMENT
 - DE = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - COM = CONTROL MONUMENT
 - ◇ = DENOTES STREET NAME CHANGE
 - ⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
 - ⊙ = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)

167.863 ACRES
335 RESIDENTIAL LOTS
19 HOA LOTS
**CONSTRUCTION PLAT
MUSTANG LAKES
PHASE ONE**
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS
OCTOBER 2014 SCALE: 1" = 100'

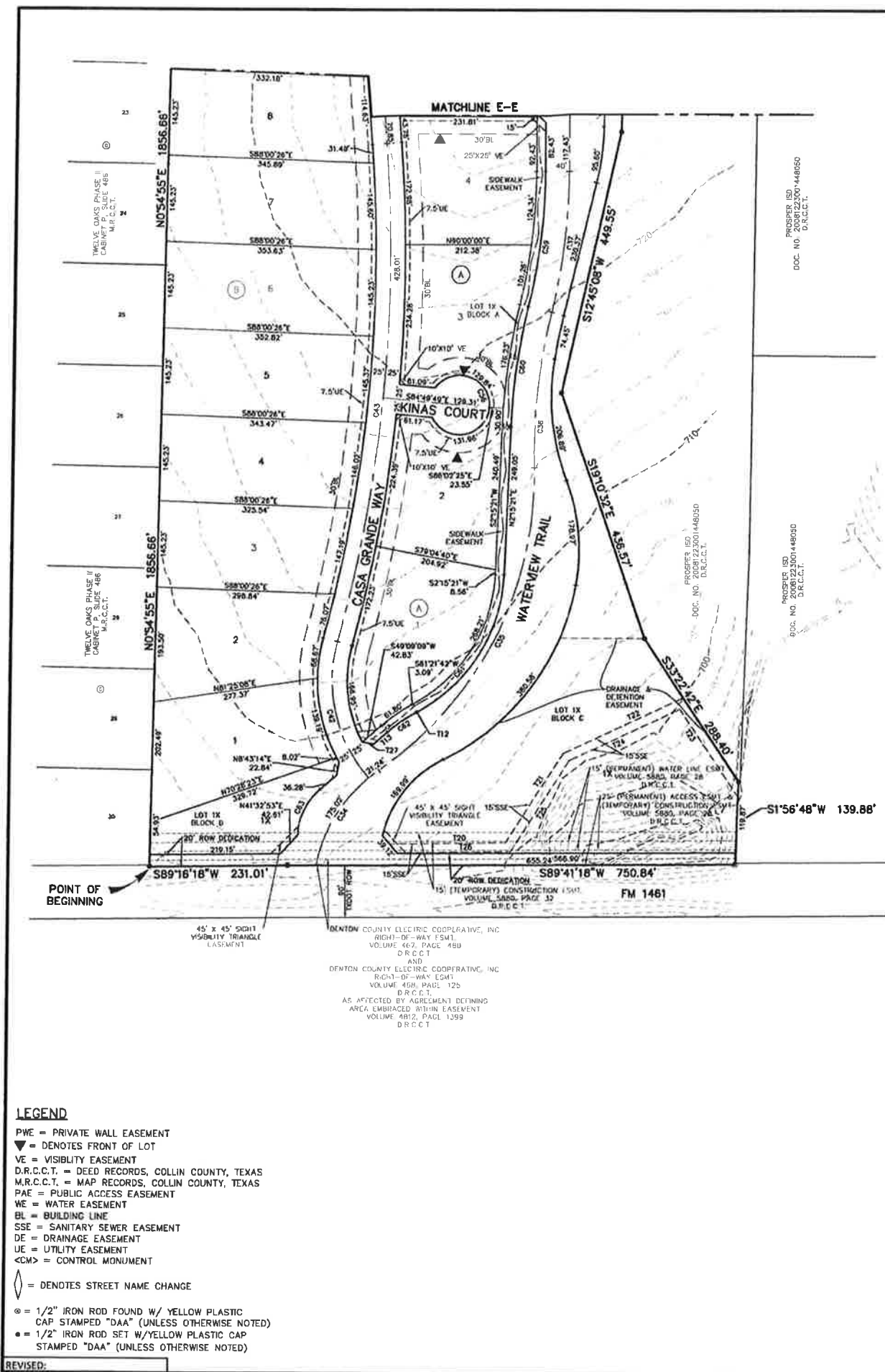
OWNER
CELINA 682 PARTNERS, LP
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.C.

DEVELOPER
THE CAMBRIDGE COMPANIES, INC.
8750 N. CENTRAL EXPRESSWAY
STE. 1735
DALLAS, TEXAS 75231
214-691-2556
CONTACT: MATT ALEXANDER P.C.

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5725 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: 1-399
CONTACT: CASEY ROSS



167.863 ACRES
335 RESIDENTIAL LOTS
19 HOA LOTS
**CONSTRUCTION PLAT
MUSTANG LAKES
PHASE ONE**
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
COLLIN COUNTY, TEXAS
OCTOBER 2014 SCALE: 1"=100'
OWNER: CELINA 682 PARTNERS, LP DEVELOPER: THE CAMBRIDGE COMPANIES, INC.
8750 N. CENTRAL EXPRESSWAY STE. 1735 8750 N. CENTRAL EXPRESSWAY STE. 1735
DALLAS, TEXAS 75231 DALLAS, TEXAS 75231
214-691-2556 214-691-2556
CONTACT: MATT ALEXANDER P.E. CONTACT: MATT ALEXANDER P.E.
ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT: CASEY ROSS



LINE	BEARING	DISTANCE
T1	S17°24'13"W	29.81'
T2	N89°42'42"E	15.00'
T3	N89°42'42"E	25.00'
T4	S41°39'09"E	17.39'
T5	S72°18'29"E	55.09'
T6	S17°41'31"W	14.58'
T7	S39°16'56"W	25.00'
T8	N58°04'59"E	40.50'
T10	N32°00'22"E	15.42'
T11	N34°17'50"E	36.55'
T18	S87°41'30"E	45.41'
T28	N88°35'28"E	25.00'
T28	S23°12'13"W	71.36'
T30	S06°43'47"W	21.58'
T31	S18°00'01"W	62.18'

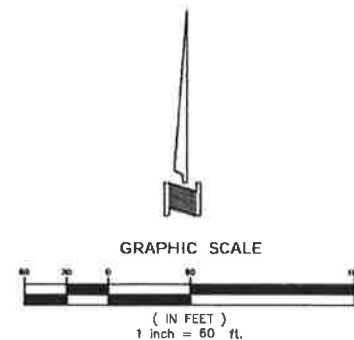
LINE	BEARING	LENGTH
T12	N61°21'42"E	3.08'
T13	N49°08'09"E	30.81'
T14	N56°22'06"W	44.81'
T17	S56°42'20"W	35.23'
T18	S53°51'04"E	39.65'
T27	S80°15'27"E	19.05'

LINE	BEARING	LENGTH
T20	N89°16'23"E	184.68'
T21	N32°14'08"E	178.26'
T22	N65°00'50"E	223.35'
T23	S33°22'42"E	178.92'
T24	N65°00'50"E	205.69'
T25	N32°14'08"E	182.00'
T26	N89°16'23"E	180.12'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	31°56'52"	350.00'	100.18'	105.18'	S73°34'51"E 182.84'
C2	32°40'53"	250.00'	73.30'	142.80'	S73°56'51"E 140.87'
C3	17°41'31"	800.00'	77.81'	154.39'	S08°33'27"W 153.78'
C4	82°06'44"	400.00'	415.02'	643.08'	S48°20'40"E 678.00'
C5	50°44'53"	200.00'	94.88'	177.14'	S87°01'35"E 171.41'
C6	36°44'35"	200.00'	85.45'	128.51'	S23°31'51"E 124.41'
C7	33°49'45"	1200.00'	384.82'	708.52'	N73°16'58"W 698.27'
C8	61°27'52"	1380.00'	820.43'	1480.41'	S30°32'05"W 1410.43'
C9	14°15'00"	800.00'	75.00'	148.23'	S88°23'31"W 148.84'
C10	11°28'42"	800.00'	80.30'	120.20'	S89°48'40"W 120.00'
C11	11°28'42"	800.00'	80.30'	120.20'	S89°48'40"W 120.00'
C12	27°03'23"	800.00'	192.48'	377.78'	S81°59'20"W 374.28'
C13	12°44'37"	1000.00'	111.67'	222.42'	S79°51'38"E 221.98'
C14	80°00'00"	45.00'	45.00'	70.69'	N27°18'28"W 83.84'
C15	88°09'09"	45.00'	44.08'	69.76'	N82°06'08"E 82.98'
C16	90°00'00"	174.00'	174.00'	273.32'	N82°41'31"E 246.07'
C17	80°00'00"	174.00'	174.00'	273.32'	N27°18'28"W 246.07'
C18	19°21'24"	900.00'	153.49'	304.05'	N08°00'49"E 302.81'
C19	56°04'48"	225.00'	118.84'	220.23'	N61°40'18"E 211.54'
C20	25°55'58"	550.00'	128.84'	248.84'	S74°43'31"E 246.82'
C21	35°44'20"	850.00'	306.28'	592.57'	S79°37'42"E 583.01'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C45	28°19'59"	50.00'	31.85'	257.73'	N88°54'54"E 53.46'
C47	27°00'01"	50.00'	50.00'	235.62'	S45°17'18"E 70.71'
C48	28°38'56"	50.00'	31.48'	258.00'	S2°28'00"E 53.25'
C49	14°14'12"	50.00'	143.92'	123.64'	N17°18'28"W 84.46'
C50	300°00'00"	50.00'	28.87'	261.80'	S74°44'47"W 50.00'
C51	162°33'33"	50.00'	325.87'	141.86'	N62°06'06"E 88.84'
C52	289°58'55"	50.00'	28.87'	261.80'	S44°53'55"W 50.00'
C53	270°23'25"	50.00'	49.66'	235.98'	S55°42'47"E 70.47'
C55	289°59'41"	50.00'	INFINITY	31.79'	N65°45'48"W 50.00'
C56	300°00'00"	50.00'	28.87'	261.80'	N57°01'11"E 50.00'
C58	301°4'44"	600.00'	162.15'	316.73'	N18°09'23"W 313.06'
C59	13°40'42"	860.00'	115.14'	229.18'	N8°50'21"E 228.84'
C60	11°27'28"	1024.00'	102.73'	204.15'	S7°58'01"W 203.81'
C61	59°06'21"	275.00'	155.82'	283.69'	N31°48'31"E 271.27'
C62	12°12'32"	275.00'	28.41'	58.80'	S55°15'23"W 58.48'
C63	46°44'38"	108.00'	46.67'	88.11'	S25°46'50"W 85.89'
C65	261°47'12"	50.00'	57.74'	228.45'	S84°30'08"E 78.58'
C67	133°37'48"	3.00'	7.00'	7.00'	S88°48'08"W 5.52'
C69	45°28'52"	253.17'	108.18'	201.04'	S01°11'51"E 185.80'
C70	46°22'11"	213.67'	91.51'	172.92'	N01°11'51"W 188.24'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C22	35°45'00"	800.00'	27.33'	54.65'	N84°27'33"E 54.64'
C23	36°13'01"	250.00'	81.75'	158.03'	S32°35'28"E 155.41'
C24	7°06'35"	3000.00'	185.37'	372.28'	S54°15'17"E 372.02'
C25	32°49'27"	3312.00'	975.54'	1887.41'	N81°08'20"W 1871.57'
C28	28°10'15"	3644.00'	847.00'	1654.45'	N63°46'11"W 1650.02'
C28	34°21'25"	288.00'	82.23'	158.50'	S15°48'08"W 157.13'
C29	53°26'09"	200.00'	100.67'	188.53'	N31°21'55"E 178.84'
C31	28°17'58"	800.00'	151.27'	298.35'	N18°47'51"E 293.35'
C32	17°20'26"	1000.00'	192.48'	302.65'	N41°37'03"E 301.49'
C33	18°16'54"	1000.00'	160.80'	318.07'	N41°08'49"E 317.72'
C34	44°58'45"	250.00'	103.50'	186.28'	N33°41'08"E 181.28'
C35	56°40'28"	600.00'	324.58'	565.06'	N28°45'48"E 570.87'
C36	15°19'36"	884.00'	132.41'	263.23'	N08°00'53"E 262.48'
C37	13°40'42"	1000.00'	118.84'	238.73'	N06°50'21"E 238.16'
C38	31°55'01"	800.00'	257.38'	501.35'	N15°37'36"W 494.89'
C38	49°06'43"	800.00'	274.14'	514.30'	N07°21'39"W 498.70'
C40	48°57'16"	800.00'	390.91'	737.56'	N06°16'58"W 717.09'
C41	55°19'32"	848.99'	288.28'	531.07'	N57°25'20"W 510.68'
C42	58°06'42"	250.00'	133.24'	244.83'	N131°33'32"W 235.17'
C43	16°22'32"	2580.00'	428.78'	845.42'	N05°08'33"E 841.40'
C44	38°50'33"	500.00'	178.28'	338.86'	N14°52'33"E 332.51'
C46	16°23'36"	250.00'	36.01'	71.53'	N41°46'42"E 71.28'



167.863 ACRES
 335 RESIDENTIAL LOTS
 19 HOA LOTS
**CONSTRUCTION PLAT
 MUSTANG LAKES
 PHASE ONE**

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

OCTOBER 2014

SCALE: 1"= 60'

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

DEVELOPER: THE CAMBRIDGE COMPANIES, INC.
 8750 N. CENTRAL EXPRESSWAY
 STE. 1735
 DALLAS, TEXAS 75231
 214-691-2556
 CONTACT: MATT ALEXANDER P.E.

ENGINEER/SURVEYOR

DOWDEY, ANDERSON & ASSOCIATES, INC.
 5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0594
 STATE REGISTRATION NUMBER: 7-1995
 CONTACT: CASEY ROSS



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: March 17, 2015
 Re: Wellspring Estates Annexation

Action Requested:

Consider and Act Upon an Ordinance Annexing Approximately 112.286 Acres in the Coleman Watson Survey, Abstract No. 985, Tract 37, Tract 52, and Tract 51, Collin County, Texas, Generally Located North of FM 1461, West of FM 2478, East of CR 84, and South of Brinkmann Ranch Road. (Wellspring Estates) Liebman

Background Information:

A petition for annexation was received from Frasier Capital on behalf of Prosper ISD. The property is contiguous to current city limits. Notification was sent to property owners within 200 feet of the subject property and published in the Celina Record. Council has held two public hearings on the annexation.

- ~~February 13, 2015~~ ~~Council option to accept voluntary petition to annex~~
- ~~February 25, 2015~~ ~~Council held two (2) public hearings~~
- March 17, 2015 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

The City Attorney has reviewed the annexation ordinance and found it acceptable.

Supporting Documents:

- Annexation Ordinance

Staff Recommendation:

Staff Recommends Approval.

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

CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
WELLSPRING ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING THREE TRACTS OF LAND SITUATED IN COLEMAN WATSON SURVEY, ABSTRACT NO. 945, BLOCK 3, TRACT 38 AND BLOCK 4, TRACTS 51 AND 52, COLLIN COUNTY, TEXAS, BEING ALL OF A 112.86 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GEORGE WHITE FAMILY LTD AS RECORDED IN INSTRUMENT NUMBER 5703 OF THE REAL PROPERTY RECORDS OF 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 NORTH OF FM 1461, WEST OF FM 2478, EAST OF COUNTY ROAD 84, AND SOUTH OF BRINKMANN RANCH ROAD; 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 25th day of February, 2015 and a second hearing also being held on the 25th day of February, 2015 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

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

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

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 6th day of February, 2015, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

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

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

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined

and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

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

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

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

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

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

SECTION 3 **SERVICE PLAN**

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

SECTION 4 **FILING OF ORDINANCE REQUIRED**

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

SECTION 5 **EFFECT ON TERRITORY**

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

SECTION 6 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the

provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this __th day of March, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

EXHIBIT A
LEGAL DESCRIPTION
Well Spring Estates

BEING, a tract of land situated in the Coleman Watson Survey, Abstract No. 945, in Collin County, Texas, being part of a 81.104 acre tract, as described in Clerks File No. 95-0092267, a 19.93 acre tract, as described in Volume 3790, Page 267 and a 11.252 acre tract, as described in Volume 4973, Page 3420 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod found at the southeast corner of said 81.104 acre tract, being in the north line of F.M. 1461 (90' R.O.W.);

THENCE, North 88°48'02" West, along the north line of said F.M. 1461, for a distance of 29.56 feet, to a concrete highway monument;

THENCE, North 89°20'52" West, continuing along the north line of said F.M. 1461, for a distance of 1836.44 feet, to a ¾" iron rod found at the southwest corner of said 19.93 acre tract;

THENCE, North 02°53'59" East, departing the north line of said F.M. 1461 and along the west line of said 19.93 acre tract, for a distance of 139.92 feet, to a ½ inch iron rod set at the most southerly corner of said 11.252 acre tract;

THENCE, North 32°25'31" West, departing the west line of said 19.93 feet and along the west line of said 11.252 acre tract, for a distance of 288.37 feet, to a ½ inch iron rod set;

THENCE, North 18°13'18" West, continuing along said west line, for a distance of 436.57 feet, to a ½ inch iron rod found;

THENCE, North 13°42'22" East, continuing along said west line, for a distance of 449.55 feet, to a ½ inch iron rod found;

THENCE, North 01°52'22" East, continuing along said west line, for a distance of 320.00 feet, to a ½ inch iron rod found;

THENCE, North 13°31'48" West, continuing along said west line, for a distance of 241.26 feet, to a ½ inch iron rod found;

THENCE, North 01°52'22" East, continuing along said west line, for a distance of 420.00 feet, to a capped iron rod found at the northwest corner of said 11.252 acre tract;

THENCE, South 89°35'46" East, along the north line of said 11.252 acre tract, at 282.09 feet, passing a ½ inch iron rod found at the northeast corner of said 11.252 acre tract same being the northwest corner of said 81.104 acre tract, and continuing for a total distance of 1441.86 feet, to a capped iron rod found;

THENCE, North 01°50'44" East, for a distance of 421.07 feet, to a capped iron rod found;

THENCE, South 89°22'12" East, for a distance of 700.01 feet, to a 1" iron rod found at the northwest corner of Rolling Meadows Estates, an addition to Collin County, Texas, as described in Cab. N. Pg. 302, in the Plat Records of Collin County, Texas;

THENCE South 01°49'48" West, along the west line of said Rolling Meadows Estates, for a distance of 879.43 feet, to a $\frac{3}{4}$ inch iron rod found;

THENCE, South 01°41'04" West, at 360.09 feet, passing the southwest corner of said Rolling Meadows Estates and continuing for a total distance of 1755.06 feet, to the POINT OF BEGINNING and containing 112.281 acres of land.

Exhibit “B”



Attachment: Wellspring Annexation Ordinance (1032 : Wellspring Estates Annexation)

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

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o) (Vernon 2014). Municipal facilities and services to the annexed areas described above 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.

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

- 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 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.

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 and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the areas.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards 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 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 ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance.

- 2) As new development occurs within these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, and utility service policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes and ordinances. Water service capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of water facilities in the annexed area that are within the service area of another wastewater 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 current policies and procedures defined by the ordinance 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 CIP and/or yearly fiscal budgetary allotments by the City Council.
- 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.

G) 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.

H) 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.

I) 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.

J) 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.

K) 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.

L) AMENDMENTS

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 or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Helen-Eve Liebman, Director of Planning and Development Services
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: Creeks of Legacy Model Home Construction Plat

Action Requested:

Consider and Act Upon a Construction Plat for the Creeks of Legacy Model Home Park, 2.712 Acres Situated in the Davenport Survey, Abstract No. 262 and the F.D. Gary Survey, Abstract No. 361, Collin County Comprised of 9 Residential Lots, Generally Located on the Northwest Corner of FM 1461 (Frontier Parkway) and Doe Branch Boulevard. Liebman

Background Information:

Staff has reviewed the proposed Construction Plat for The Creeks of Legacy Model Home Park, and has deemed it acceptable.

Board Review/Citizen Input:

On February 17, 2015, the Planning and Zoning Commission voted (5-0-1, no opposed; Terry recused) to recommend approval of the Construction Plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Construction Plat

Staff Recommendation:

Staff Recommends Approval.

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

TEPL Form Reg. No. 1077702

9-4-11 3 AM

2/11/2015

Default

G:\JOB\CE13006-Legacy-170.ac\Sur\CE13006_P44.dgn



LEGEND
IRF * IRON ROD FOUND
IRS * IRON ROD SET
B.L. * BUILDING LINE
U.E. * UTILITY EASEMENT
SQ.FT. * SQUARE FEET

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS THE CADG FRONTIER 192 IS THE OWNER OF A TRACT OF LAND SITUATED IN THE WM DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GRAY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO CADG FRONTIER 192, LLC AS RECORDED IN INSTRUMENT NUMBER 2013090300126757, OFFICIAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHWEST CORNER OF THAT 4.512 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA BEING IN THE NORTH LINE OF THAT 1.198 ACRE TRACT DESCRIBED BY DEED TO THE CITY OF CELINA BOTH RECORDED IN INSTRUMENT NUMBER 20140708000701570, SAID OFFICIAL PUBLIC RECORDS:

THENCE S 89°18'16"W, 383.77 FEET WITH SAID NORTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 00°41'44"W, 138.19 FEET DEPARTING SAID NORTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 57°37'25"E, 118.36 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 77°10'57"E, 29.63 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 108.78 FEET, THROUGH A CENTRAL ANGLE OF 124°39'25", HAVING A RADIUS OF 50.00 FEET, THE LONG CHORD WHICH BEARS N 75°08'45"E, 88.56 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE WITH SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 11.86 FEET, THROUGH A CENTRAL ANGLE OF 61°01'47", HAVING A RADIUS OF 10.50 FEET, THE LONG CHORD WHICH BEARS S 73°02'23"E, 10.66 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE WITH SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 11.86 FEET, THROUGH A CENTRAL ANGLE OF 01°45'52", HAVING A RADIUS OF 385.00 FEET, THE LONG CHORD WHICH BEARS N 77°19'42"E, 11.86 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 11°47'22"W, 102.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 48°29'39"E, 21.57 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 71°27'06"E, 133.69 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 83°23'49"E, 143.68 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE WEST LINE OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WITH SAID WEST LINE AND SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 324.87 FEET, THROUGH A CENTRAL ANGLE OF 34°15'39", HAVING A RADIUS OF 543.30 FEET, THE LONG CHORD WHICH BEARS S 16°31'49"W, 320.06 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE S 00°36'01"E, 20.54 FEET CONTINUING WITH SAID WEST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE S 44°21'08"W, 35.38 FEET CONTINUING WITH SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 118,128 SQUARE FEET OR 2.712 ACRES OF LAND MORE OR LESS;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS MY HAND THIS THE ____ DAY OF _____, 20__

BY: _____
AUTHORIZED SIGNATURE OF OWNER

PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, 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 SEAL OF OFFICE, THIS ____ DAY OF _____, 20__

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

Wm. Davenport Survey
Abst. No. 262

The North Line of the 100 year Floodplain
Per FEMA FIRM map Number 48085C0115J
Dated June 2, 2009, is approximately
500' North of Platted Area, and not shown.

Collin County School Land
Abst. No. 187

Approximate 100 year Floodplain
Per FEMA FIRM map
Number 48085C0115J
Dated June 2, 2009

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNATURE OF THE REGISTERED PROFESSIONAL
(SEAL)

TEXAS REGISTRATION NO. _____

STATE OF TEXAS
COUNTY OF TARRANT

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

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20__

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	124°39'25"	50.00'	108.78'	N 75°08'45" E	88.56'
C2	61°01'41"	10.50'	11.18'	S 73°02'23" E	10.66'
C3	01°45'52"	385.00'	11.86'	N 77°19'42" E	11.86'
C4	35°23'05"	360.00'	222.33'	S 85°54'51" W	218.81'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 33°20'10" E	36.61'
L2	S 60°32'57" W	36.61'

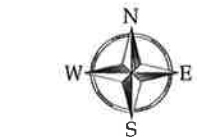
CADG FRONTIER 192, LLC
INST. # 20130903001267570
O.P.R.C.C.T.

Point of Beginning

Mike A. Myers
Investment Holdings, L.P.
Inst. # 2004-0158476
O.P.R.C.C.T.

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 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 IMPROVEMENTS 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.
3. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.
4. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT, SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IT SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS, NO BUILDING, FENCE, SHRUB, TREE OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.
5. THE OWNERSHIP, CARE, AND MAINTENANCE OF ALL OPEN SPACE/COMMON AREA LOTS IS THE RESPONSIBILITY OF THE HOA.
6. OPEN SPACE PROVIDED AT 1AC PER 75 UNITS PROVIDED IN ANOTHER PHASE.



0 60 120 180
GRAPHIC SCALE IN FEET

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS 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 AND APPROPRIATE SURETIES THEREOF NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT:

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

SIGNATURE OF CHAIRPERSON _____ DATE OF RECOMMENDATION _____

APPROVED BY: _____ CITY COUNCIL
CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR _____ DATE OF APPROVAL _____
ATTEST: _____

CITY SECRETARY _____ DATE _____

A Construction Plat of Creeks of Legacy Model Park

9 RESIDENTIAL LOTS
TOTALING 2.712 Acres

SITUATED IN THE WM DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D. GRAY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS

Owners

CADG FRONTIER 192, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

PELOTON
LAND SOLUTIONS

SHEET

OF SHEETS

Case No. _____



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: March 17, 2015
 Re: Sutton Fields Annexation

Action Requested:

Consider and Act Upon an Ordinance Annexing Approximately 3.413 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #4, 97.547 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #12, 52.76 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #11A(1) and 36.740 Acres Situated in the F. Wilkerson Survey, Abstract No. 1411, Tract #2, Denton County, Texas, Generally Located at the Northeast Corner of Parvin Road and FM 1385. Liebman

Background Information:

A petition for annexation was received from Centurion American on behalf of the aforementioned petitioners on December 9, 2014. The property is contiguous to current city limits. Notification was sent to property owners within 200 feet of the subject property and published in the Celina Record. Council has held two public hearings on the annexation.

~~§ February 13, 2015 Council option to accept voluntary petition to annex~~
~~§ February 25, 2015 Council to hold public hearings~~
 § March 17, 2015 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

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

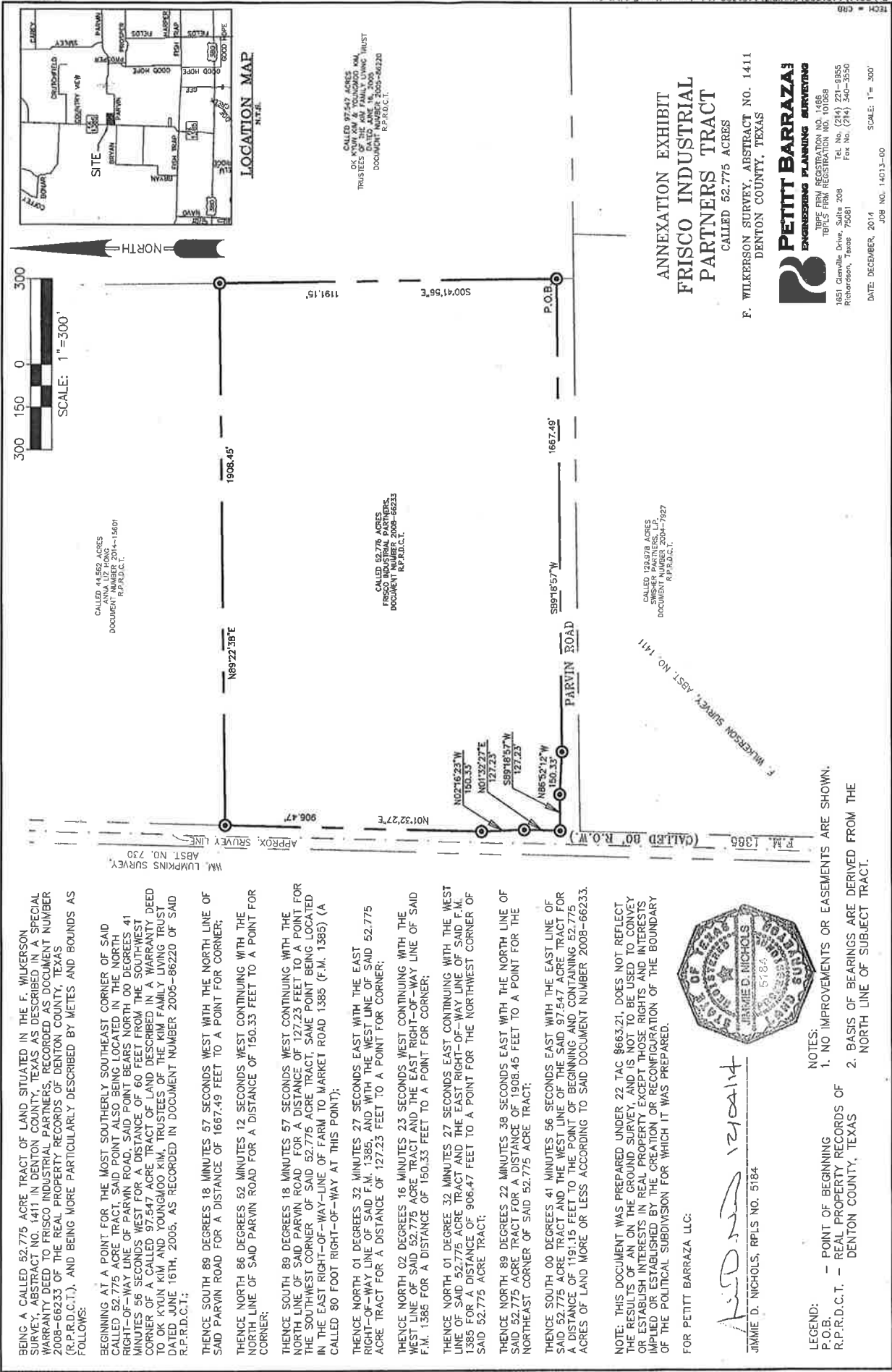
Supporting Documents:

Annexation Ordinance

Staff Recommendation:

Staff Recommends Approval.

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



BEING A CALLED 52.775 ACRE TRACT OF LAND SITUATED IN THE F. WILKERSON SURVEY, ABSTRACT NO. 1411 IN DENTON COUNTY, TEXAS AS DESCRIBED IN A SPECIAL WARRANTY DEED TO FRISCO INDUSTRIAL PARTNERS, RECORDED AS DOCUMENT NUMBER 2008-66233 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS (S.P.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID CALLED 52.775 ACRE TRACT, SAID POINT ALSO BEING LOCATED IN THE NORTH RIGHT-OF-WAY LINE OF PARVIN ROAD, SAID POINT BEARS NORTH 00 DEGREES 41 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 60 FEET FROM THE SOUTHWEST CORNER OF A CALLED 97.547 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO DR KYUN KIM AND YOUNGMOO KIM, TRUSTEES OF THE KIM FAMILY LIVING TRUST DATED JUNE 16TH, 2005, AS RECORDED IN DOCUMENT NUMBER 2005-86220 OF SAID R.P.R.D.C.T.;

THENCE SOUTH 89 DEGREES 18 MINUTES 57 SECONDS WEST WITH THE NORTH LINE OF SAID PARVIN ROAD FOR A DISTANCE OF 1667.49 FEET TO A POINT FOR CORNER;

THENCE NORTH 86 DEGREES 52 MINUTES 12 SECONDS WEST CONTINUING WITH THE NORTH LINE OF SAID PARVIN ROAD FOR A DISTANCE OF 150.35 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 18 MINUTES 57 SECONDS WEST CONTINUING WITH THE NORTH LINE OF SAID PARVIN ROAD FOR A DISTANCE OF 127.23 FEET TO A POINT FOR CORNER, SAME POINT BEING LOCATED IN THE EAST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1385 (F.M. 1385) (A CALLED 80 FOOT RIGHT-OF-WAY AT THIS POINT);

THENCE NORTH 01 DEGREES 32 MINUTES 27 SECONDS EAST WITH THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1385, SAID WITH THE WEST LINE OF SAID 52.775 ACRE TRACT FOR A DISTANCE OF 127.23 FEET TO A POINT FOR CORNER;

THENCE NORTH 02 DEGREES 16 MINUTES 23 SECONDS WEST CONTINUING WITH THE WEST LINE OF SAID 52.775 ACRE TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1385 FOR A DISTANCE OF 150.35 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREE 32 MINUTES 27 SECONDS EAST CONTINUING WITH THE WEST LINE OF SAID 52.775 ACRE TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1385 FOR A DISTANCE OF 906.47 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 52.775 ACRE TRACT;

THENCE NORTH 89 DEGREES 22 MINUTES 39 SECONDS EAST WITH THE NORTH LINE OF SAID 52.775 ACRE TRACT FOR A DISTANCE OF 1908.45 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 52.775 ACRE TRACT;

THENCE SOUTH 00 DEGREES 41 MINUTES 56 SECONDS EAST WITH THE EAST LINE OF SAID 52.775 ACRE TRACT AND THE WEST LINE OF THE SAID 97.547 ACRE TRACT FOR A DISTANCE OF 1191.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 52.775 ACRES OF LAND MORE OR LESS ACCORDING TO SAID DOCUMENT NUMBER 2008-66233.

NOTE: THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

FOR PETITT BARRAZA LLC:



JAMIE D. NICHOLS, RPLS NO. 5184

- LEGEND:
- POINT OF BEGINNING
 - P.O.B. - REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
- NOTES:
1. NO IMPROVEMENTS OR EASEMENTS ARE SHOWN.
 2. BASIS OF BEARINGS ARE DERIVED FROM THE NORTH LINE OF SUBJECT TRACT.

ANNEXATION EXHIBIT
FRISCO INDUSTRIAL
PARTNERS TRACT
CALLED 52.775 ACRES
F. WILKERSON SURVEY, ABSTRACT NO. 1411
DENTON COUNTY, TEXAS

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TYPE FIRM REGISTRATION NO. 1468
TBP'S FIRM REGISTRATION NO. 101058
1651 Glenville Drive, Suite 208
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: DECEMBER, 2014
JOB NO. 14013-00
SCALE: 1" = 300'

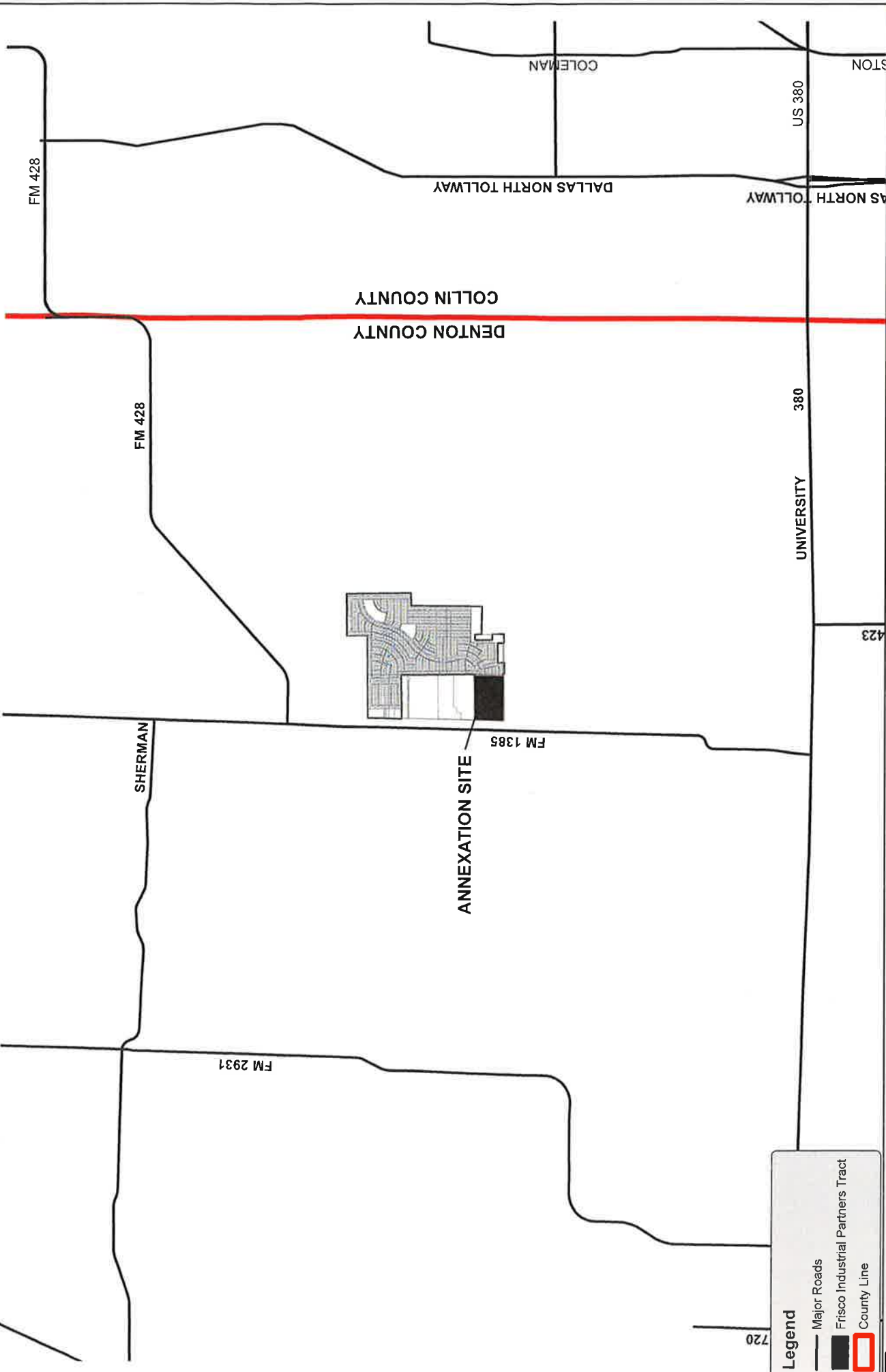
Annexation Location Map Frisco Industrial Partners Tract

Attachment: Annexation Exhibit - Frisco Industrial 52.775 acre tract (1012 : Sutton Fields Annexation Decision)



Legend

- Major Roads
- Frisco Industrial Partners Tract
- County Line



BEING A CALLED 97.547 ACRE TRACT OF LAND SITUATED IN THE F. WILKERSON SURVEY, ABSTRACT NO. 1411 IN DENTON COUNTY, TEXAS AS DESCRIBED IN A WARRANTY DEED TO OK KYUN KIM AND YOUNGMOO KIM, TRUSTEES OF THE KIM FAMILY LIVING TRUST DATED JUNE 16, 2005, RECORDED AS DOCUMENT NUMBER 2005-86220 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS (R.P.R.D.C.T.). SAID 97.547 ACRE TRACT ALSO BEING A PART OF A 106 ACRE PARENT TRACT OF LAND CONVEYED TO CLIFF JONES BY BANKERS LIFE COMPANY IN DEED RECORDED IN VOLUME 287, PAGE 587 OF THE SAID R.P.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID 106 ACRE TRACT, SAME POINT BEING THE NORTHEAST CORNER OF SAID 97.547 ACRE TRACT;

THENCE SOUTH 01 DEGREE 25 MINUTES 00 SECONDS WEST WITH THE EAST LINE OF SAID 106 ACRE TRACT FOR A DISTANCE OF 1568.61 FEET TO A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 237.50 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREE 25 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 733.64 FEET TO A POINT FOR CORNER;

THENCE SOUTH 88 DEGREES 36 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT FOR CORNER IN THE EAST LINE OF SAID 106 ACRE TRACT, SAME POINT BEING LOCATED IN THE APPROXIMATE CENTERLINE OF PARVIN ROAD;

THENCE SOUTH 01 DEGREE 25 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 490.70 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 106 ACRE TRACT;

THENCE NORTH 88 DEGREES 29 MINUTES 00 SECONDS WEST WITH THE SOUTH LINE OF SAID 106 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF PARVIN ROAD, FOR A DISTANCE OF 378.11 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREE 25 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 268.61 FEET TO A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 29 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 820.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREE 25 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 268.61 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF PARVIN ROAD;

THENCE NORTH 88 DEGREES 29 MINUTES 00 SECONDS WEST WITH SAID CENTERLINE FOR A DISTANCE OF 462.05 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 106 ACRE TRACT;

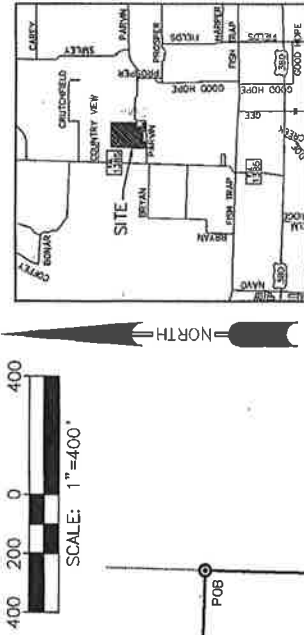
THENCE NORTH 01 DEGREE 24 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 2797.30 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 106 ACRE TRACT;

THENCE SOUTH 88 DEGREES 20 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1651.60 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 97.535 (CALLED 97.547) ACRES OF LAND MORE OR LESS.

NOTE: THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

FOR PETTIT BARRAZA LLC:

JAMIE D. NICHOLS, RPLS NO. 5184



LOCATION MAP
N.T.S.



NORTH

CALLER 11.56 ACRES
OK KYUN KIM &
YOUNGMOO KIM, TRUSTEES OF THE
KIM FAMILY LIVING TRUST
DATED JUNE 16, 2005
DOCUMENT NUMBER 2005-86220
R.P.R.D.C.T.

CALLER 11.56 ACRES
OK KYUN KIM &
YOUNGMOO KIM, TRUSTEES OF THE
KIM FAMILY LIVING TRUST
DATED JUNE 16, 2005
DOCUMENT NUMBER 2005-86220
R.P.R.D.C.T.

CALLER 11.56 ACRES
OK KYUN KIM &
YOUNGMOO KIM, TRUSTEES OF THE
KIM FAMILY LIVING TRUST
DATED JUNE 16, 2005
DOCUMENT NUMBER 2005-86220
R.P.R.D.C.T.

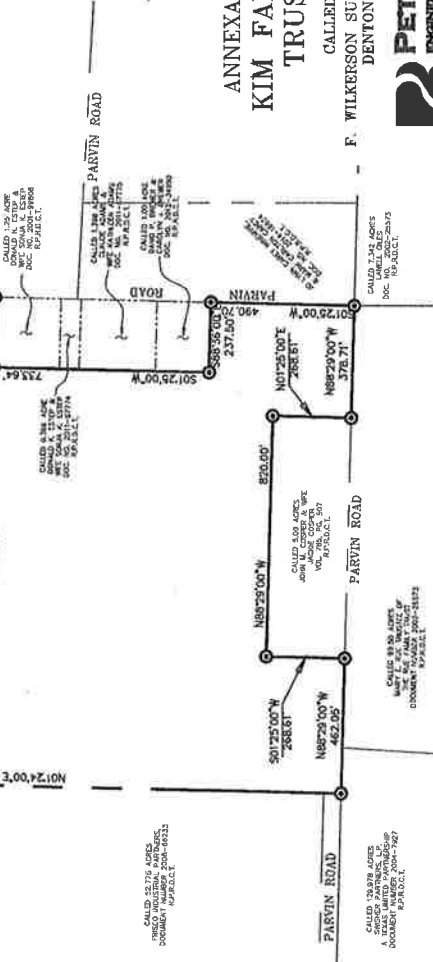
CALLER 11.56 ACRES
OK KYUN KIM &
YOUNGMOO KIM, TRUSTEES OF THE
KIM FAMILY LIVING TRUST
DATED JUNE 16, 2005
DOCUMENT NUMBER 2005-86220
R.P.R.D.C.T.

CALLER 11.56 ACRES
OK KYUN KIM &
YOUNGMOO KIM, TRUSTEES OF THE
KIM FAMILY LIVING TRUST
DATED JUNE 16, 2005
DOCUMENT NUMBER 2005-86220
R.P.R.D.C.T.

LEGEND:

POB - POINT OF BEGINNING

R.P.R.D.C.T. - REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS



NOTES:
1. NO IMPROVEMENTS OR EASEMENTS ARE SHOWN.
2. BASIS OF BEARINGS ARE DERIVED FROM THE NORTH LINE OF SUBJECT TRACT.

ANNEXATION EXHIBIT KIM FAMILY LIVING TRUST TRACT

CALLER 97.547 ACRES
F. WILKERSON SURVEY, ABSTRACT NO. 1411
DENTON COUNTY, TEXAS



DATE: DECEMBER, 2014
JOB NO. 14013-00
SCALE: 1"= 400'

Annexation Location Map Kim Family Living Trust Tract

Attachment: Annexation Exhibit - Kim 97.547 acre tract (1012 : Sutton Fields Annexation Decision)

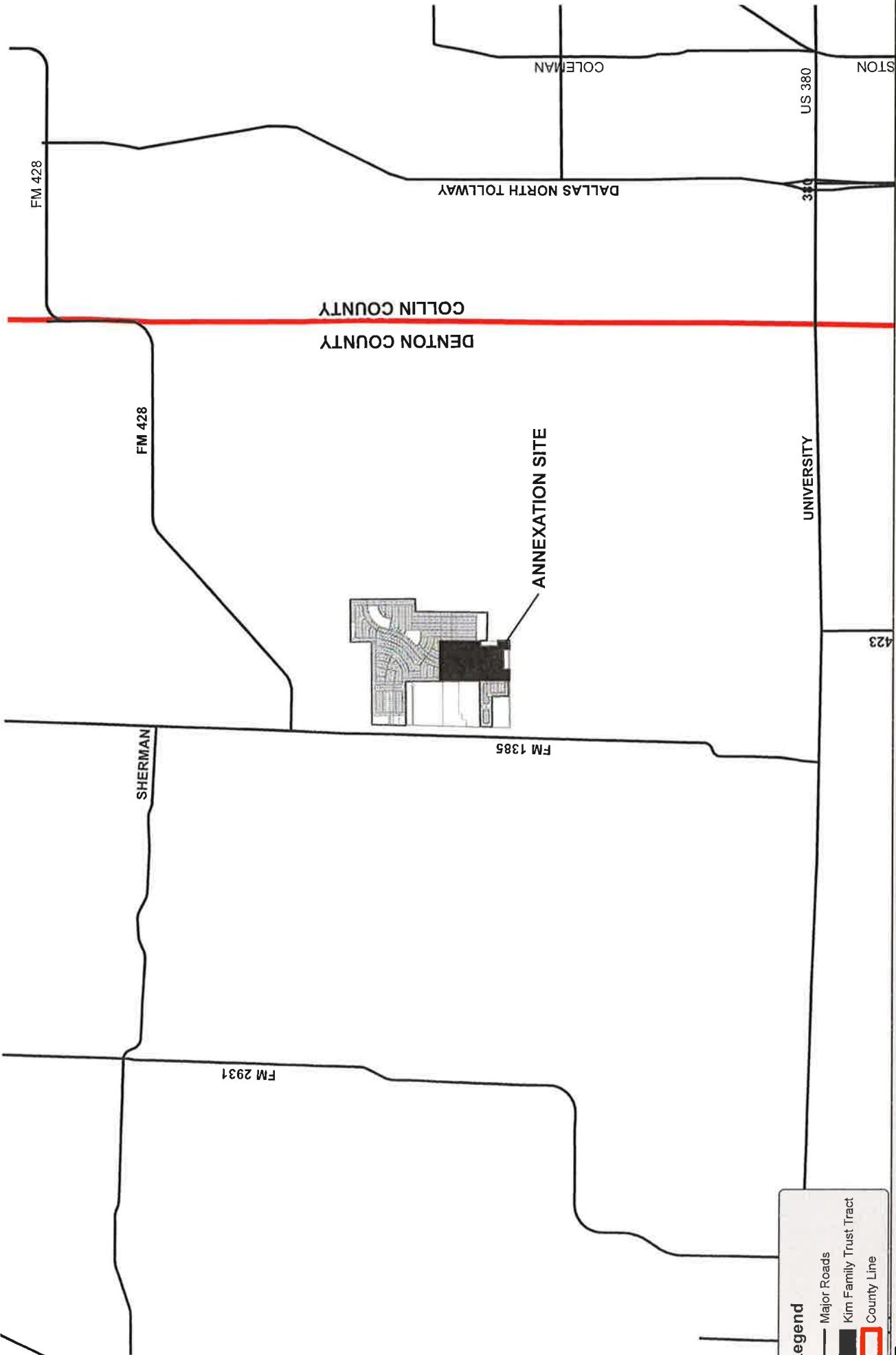


Legend

- Major Roads
- Kim Family Trust Tract
- County Line

1

MILES



BEING A CALLED 3.413 ACRE TRACT OF LAND SITUATED IN THE F. WILKERSON SURVEY, ABSTRACT NO. 1411 IN DENTON COUNTY, TEXAS AS DESCRIBED IN A SPECIAL WARRANTY DEED TO MIKE A. MYERS INVESTMENT HOLDINGS, L.P., RECORDED AS DOCUMENT NUMBER 2007-53939 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY TEXAS (R.P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 3.413 ACRE TRACT, AND AT THE NORTHWEST CORNER OF LOT 1 OF COUNTRYVIEW ADDITION, AN ADDITION TO DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET F, PAGE 267, PLAT RECORDS OF DENTON COUNTY, TEXAS, AND IN THE EAST RIGHT-OF-WAY LINE OF F.M. ROAD 1385 (CALLED 80 FOOT RIGHT-OF-WAY AT THIS POINT);

THENCE NORTH 01 DEGREE 28 MINUTES 31 SECONDS EAST WITH THE SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID 3.413 ACRE TRACT, FOR A DISTANCE OF 310.75 FEET TO THE SOUTHWEST CORNER OF A CALLED 18.0152 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MIKE A. MYERS INVESTMENT HOLDINGS L.P., RECORDED AS DOCUMENT NUMBER 2005-93340 OF SAID R.P.R.D.C.T. FOR THE NORTHWEST CORNER OF SAID 3.413 ACRE TRACT;

THENCE SOUTH 85 DEGREES 17 MINUTES 14 SECONDS EAST WITH THE NORTH LINE OF SAID 3.413 ACRE TRACT FOR A DISTANCE OF 517.86 FEET TO THE NORTHEAST CORNER OF SAID 3.413 ACRE TRACT;

THENCE SOUTH 00 DEGREES 19 MINUTES 34 SECONDS WEST WITH THE EAST LINE OF SAID 3.413 ACRE TRACT FOR A DISTANCE OF 261.52 FEET TO THE SOUTHWEST CORNER OF SAID 3.413 ACRE TRACT IN THE NORTH LINE OF SAID COUNTRYVIEW ADDITION;

THENCE SOUTH 89 DEGREES 16 MINUTES 44 SECONDS WEST WITH THE NORTH LINE OF SAID COUNTRYVIEW ADDITION FOR A DISTANCE OF 522.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.413 ACRES OF LAND MORE OR LESS ACCORDING TO SAID DOCUMENT NUMBER 2007-53939.

NOTE: THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

FOR PETITT BARRAZA LLC:

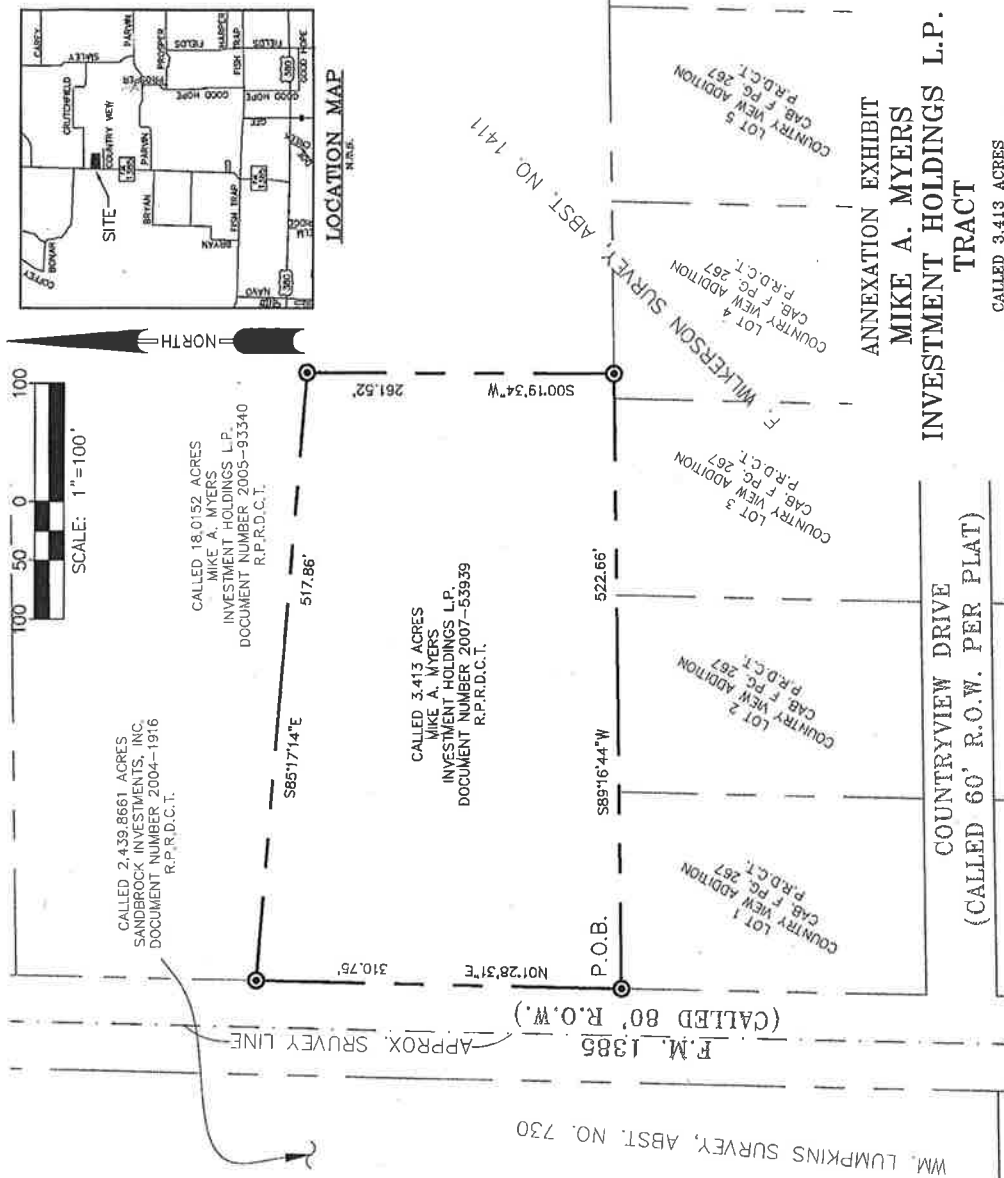


J.D. Nichols 124014

JAMIE D. NICHOLS, RPLS NO. 5184

LEGEND:
P.O.B. - POINT OF BEGINNING
R.P.R.D.C.T. - REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
P.R.D.C.T. - PLAT RECORDS OF DENTON COUNTY, TEXAS

NOTES:
1. NO IMPROVEMENTS OR EASEMENTS ARE SHOWN.
2. BASIS OF BEARINGS ARE DERIVED FROM THE SOUTH LINE OF SUBJECT TRACT.



ANNEXATION EXHIBIT MIKE A. MYERS INVESTMENT HOLDINGS L.P. TRACT

CALLLED 3.413 ACRES
F. WILKERSON SURVEY, ABSTRACT NO. 1411
DENTON COUNTY, TEXAS

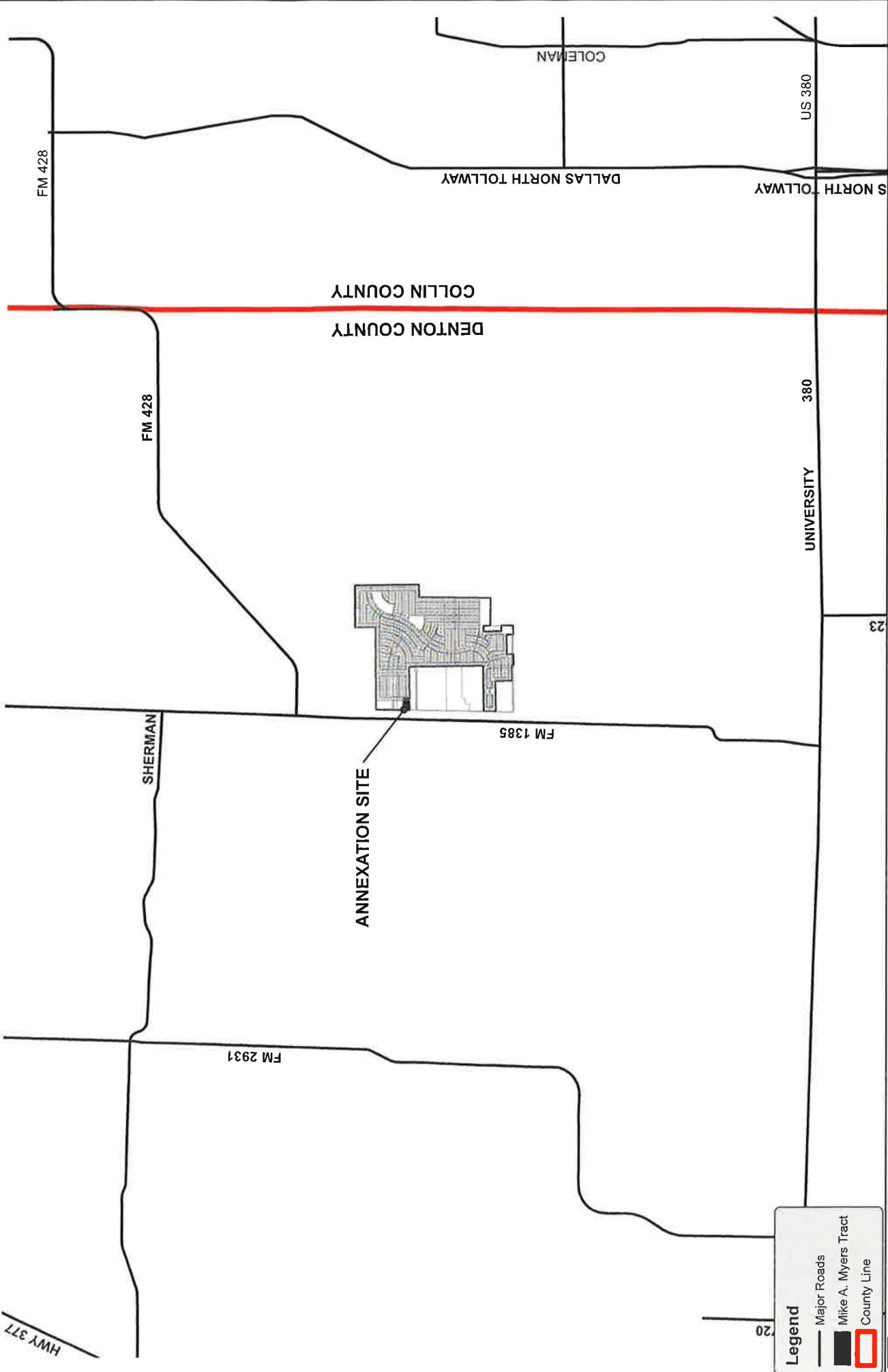
PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

TBPE FIRM REGISTRATION NO. 1468
TBPLS FIRM REGISTRATION NO. 101068
1601 Glenville Drive, Suite 208
Richardson, Texas 75081
Tel. No. (214) 224-9565
Fax No. (214) 340-3550

DATE: DECEMBER, 2014
JOB NO. 14013-00
SCALE: 1" = 100'

Annexation Location Map
Mike A. Myers
Investment Holdings L.P. Tract

Attachment: Annexation Exhibit - Mike Myers 3.413 acre tract (1012 : Sutton Fields Annexation Decision)



Legend

Major Roads
Mike A. Myers Tract
County Line

BEING A CALLED 36.740 ACRE TRACT OF LAND SITUATED IN THE F. WILKERSON SURVEY, ABSTRACT NO. 1411 IN DENTON COUNTY, TEXAS AS DESCRIBED IN A GENERAL WARRANTY DEED TO TARSAN CORPORATION RECORDED AS DOCUMENT NUMBER 2002-108524 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY TEXAS (R.P.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHWEST CORNER OF SAID 36.740 ACRE TRACT, SAID POINT ALSO BEING LOCATED IN THE EAST RIGHT-OF-WAY LINE OF S.H. 1385 (CALLED 80 FOOT RIGHT-OF-WAY AT THIS POINT), SAID POINT ALSO BEING LOCATED IN THE NORTH LINE OF SAID F. WILKERSON SURVEY AND THE SOUTH LINE OF THE T. MYNTYRE SURVEY, ABSTRACT NUMBER 903; THENCE SOUTH 88 DEGREES 16 MINUTES 38 SECONDS EAST WITH THE NORTH LINE OF SAID WILKERSON SURVEY FOR A DISTANCE OF 1770.62 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 36.740 ACRE TRACT;

THENCE SOUTH 01 DEGREES 26 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 887.49 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 36.740 ACRE TRACT;

THENCE NORTH 88 DEGREES 43 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 1806.58 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 36.740 ACRE TRACT, SAID POINT BEING LOCATED IN THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1385;

THENCE NORTH 03 DEGREES 32 MINUTES 58 SECONDS EAST WITH THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1385 FOR A DISTANCE OF 456.43 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID 36.740 ACRE TRACT;

THENCE NORTH 03 DEGREES 54 MINUTES 58 SECONDS EAST CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1385 FOR A DISTANCE OF 445.60 FEET TO THE POINT OF BEGINNING, AND CONTAINING 36.740 ACRES OF LAND, MORE OR LESS, ACCORDING TO DOCUMENT NUMBER 2002-108524 FILED IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS.

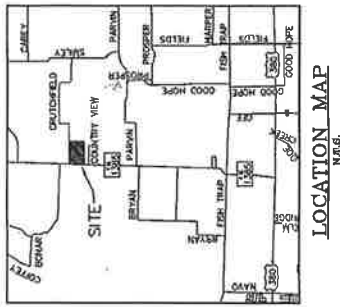
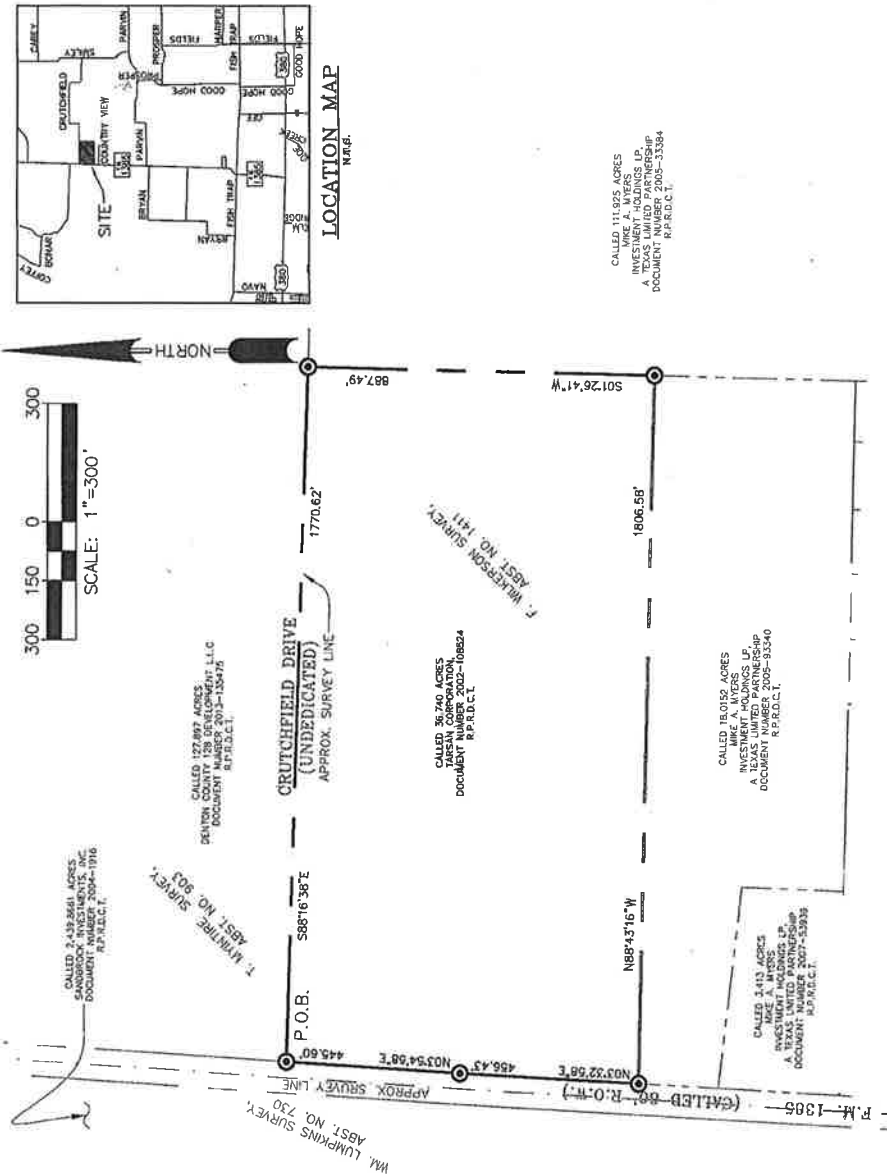
NOTE: THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

FOR PETITT BARRAZA LLC:

Jimmie D. Nichols
JIMMIE D. NICHOLS, RPLS NO. 5184



- LEGEND:
P.O.B. - POINT OF BEGINNING
R.P.R.D.C.T. - REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
- NOTES:
1. NO IMPROVEMENTS OR EASEMENTS ARE SHOWN.
2. BASIS OF BEARINGS ARE DERIVED FROM THE NORTH LINE OF SUBJECT TRACT.



CALL 11.925 ACRES
INVESTMENT HOLDINGS LP
A TEXAS LIMITED PARTNERSHIP
DOCUMENT NUMBER 2005-3384
R.P.R.D.C.T.

CALL 18.012 ACRES
INVESTMENT HOLDINGS LP
A TEXAS LIMITED PARTNERSHIP
DOCUMENT NUMBER 2005-9340
R.P.R.D.C.T.

CALL 2.413 ACRES
INVESTMENT HOLDINGS LP
A TEXAS LIMITED PARTNERSHIP
DOCUMENT NUMBER 2007-5393
R.P.R.D.C.T.

ANNEXATION EXHIBIT TARSAN CORPORATION TRACT

CALL 36.740 ACRES
F. WILKERSON SURVEY, ABSTRACT NO. 1411
DENTON COUNTY, TEXAS

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

TXPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068
1831 Glenville Drive, Suite 208
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: DECEMBER, 2014
JOB NO. 14013-00
SCALE: 1" = 300'

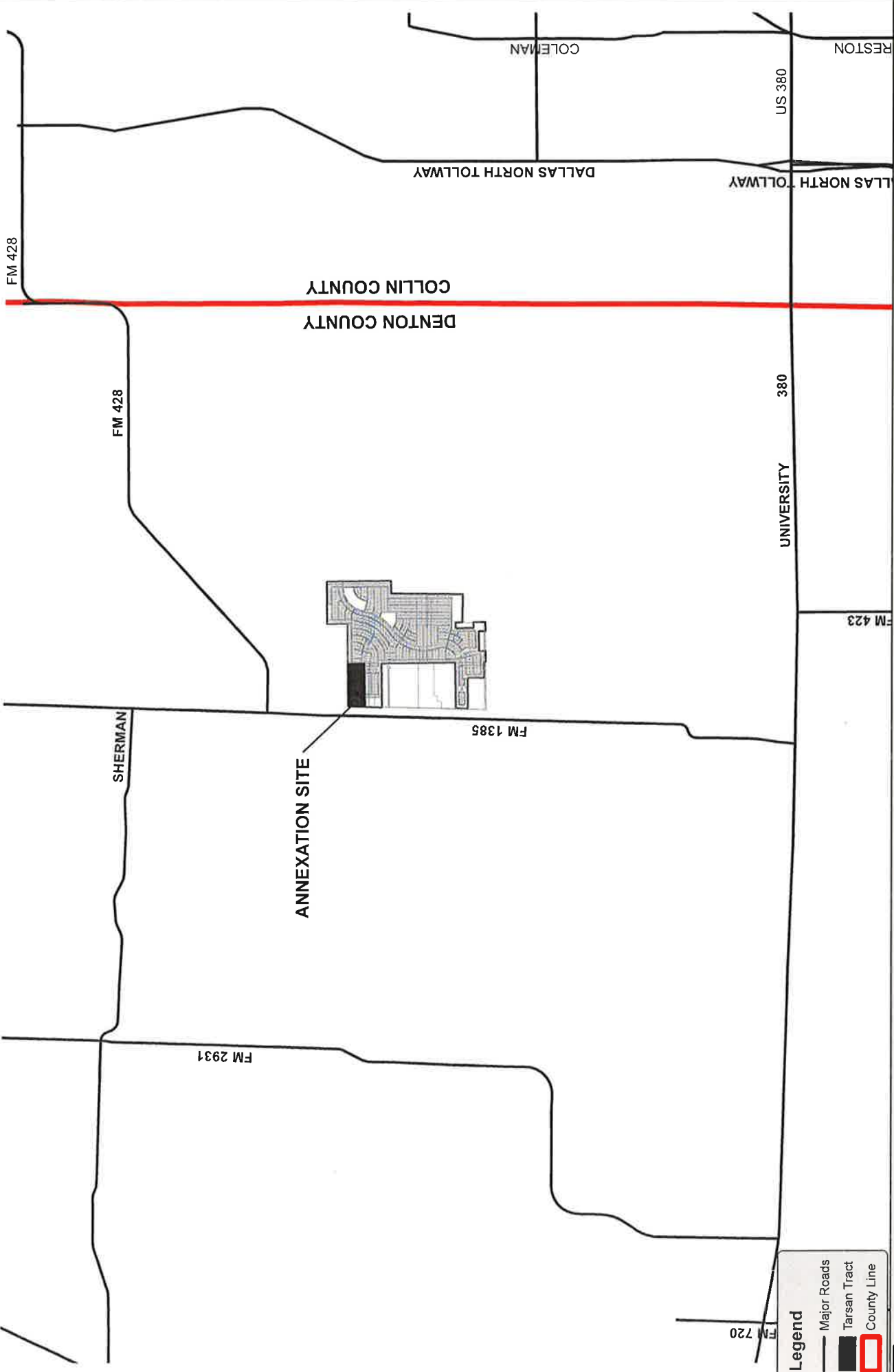
Annexation Location Map Tarsan Corporation Tract

Attachment: Annexation Exhibit - Tarsan 36.740 acre tract (1012 : Sutton Fields Annexation Decision)



Legend

- Major Roads
- Tarsan Tract
- County Line



CITY OF CELINA, TEXAS

ORDINANCE NO. 2015-
SUTTON FARMS ANNEXATION

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

- BEING A TRACT OF LAND SITUATED IN F. WILKERSON SURVEY, ABSTRACT NO. 1411, TRACT #4, DENTON COUNTY, TEXAS, BEING ALL OF A 3.413 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MIKE A MYERS INVESTMENT HOLDINGS, LP AS RECORDED IN INSTRUMENT NUMBER 2007-53939 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS; AND
 - BEING A TRACT OF LAND SITUATED IN F. WILKERSON SURVEY, ABSTRACT NO. 1411, TRACT #12, DENTON COUNTY, TEXAS, BEING ALL OF A 97.547 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KIM FAMILY LIVING TRUST AS RECORDED IN INSTRUMENT NUMBER 2005-86220 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS; AND
 - BEING A TRACT OF LAND SITUATED IN F. WILKERSON SURVEY, ABSTRACT NO. 1411, TRACT 11A(1), DENTON COUNTY, TEXAS, BEING ALL OF A 52.775 ACRE TRACT OF LAND DESCRIBED IN A DEED TO FRISCO INDUSTRIAL PARTNERS AS RECORDED IN INSTRUMENT NUMBER 2005-56233 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS; AND
 - BEING A TRACT OF LAND SITUATED IN F. WILKERSON SURVEY, ABSTRACT NO. 1411, TRACT 2, DENTON COUNTY, TEXAS, BEING ALL OF A 36.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TARSAN CORPORATION AS RECORDED IN INSTRUMENT NUMBER 2002-108524 OF THE REAL PROPERTY RECORDS OF DENTON 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 PARVIN ROAD AND FM 1385; 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 25th day of February, 2015 and the second hearing being held on the 25th day of February, 2015 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the

property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

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

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

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 6th day of February, 2015, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

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

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

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

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

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

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

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

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

SECTION 3 **SERVICE PLAN**

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

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the

County Clerk of Collin County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

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

SECTION 6
CUMULATIVE REPEALER

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

SECTION 7
SEVERABILITY

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Sutton Farms Annexation Ordinance (1012 : Sutton Fields Annexation Decision)

EXHIBIT A

Legal Description
 Sutton Fields
 Total Acreage:
 510.80 ACRES

Being a 510.80 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, said tract being all of the following tracts of land; a called 3.415 acre tract of land described in a deed to Tarsan Corporation, recorded as Document Number 2002-108524 of the Real Property Records of Denton County Texas (RPRDCT), a called 111.925 acre tract of land described in a deed to Mike A. Myers Holdings, L.P., recorded as Document Number 2055-33384 of the said RPRDCT, a called 190.449 acre tract of land described in a deed to Amanda A. Myers Irrevocable Trust, recorded as Document Number 2011-125051 of the said RPRDCT, a called 97.547 acre tract of land described in a deed to Ok Kyun Kim and Youngmoo Kim, Trustees of the Kim Family Living Trust, recoded as Document Number 2005-86220 of the said RPRDCT, a called 52.775 acre tract of land described in a deed to Frisco Industrial Partners, recorded as Document Number 2008-66233, a called 18.0152 acre tract of land to Mike A. Myers Investment Holdings, L.P., recoded as Document Number 2005-93340 of the said RPRDCT, and a called 3.415 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2007-53939 of the said RPRDCT, and being more particularly described by metes and bounds as follows; **BEGINNING** at a point for the northwest corner of said Tarsan Corporation in the east Right-of-Way line of Farm to Market Road 2931 (called 80 foot Right-of-Way), said point is also the southwest corner of a tract of land described in a deed to Denton County 128 Development, L.L.C., recorded as Document Number 2013-135475;

THENCE South 88 Degrees 16 Minutes 38 Seconds East, the basis of all bearings hereto, with the north line of said Tarsan tract, for a distance of 1770.62 feet to a point for the northwest corner of said Mike A. Myers called 111.925 acre tract of land;

THENCE South 88 Degrees 17 Minutes 12 Seconds East, with the north line of said Mike A. Myers tract for a distance of 1660.51 feet to a point for the northeast corner of said Mike A. Myers tract in the west line of a said Amanda A. Myers tract;

THENCE North 01 Degree 59 Minutes 06 Seconds East, with the west line of said Amanda A. Myers tract for a distance of 858.60 to a point for the northwest corner of said Amanda A. Myers Tract;

THENCE South 88 Degrees 21 Minutes 42 Seconds East, with the north line of said Amanda A. Myers tract for a distance of 1759.25 feet to a point for the northeast corner of said Amanda A. Myers tract;

THENCE the following bearings and distances with the easterly line of said Amanda A. Myers tract:

South 01 Degree 44 Minutes 39 Seconds West, for a distance of 2685.00 feet to a point for corner;

North 88 Degrees 38 Minutes 13 Seconds West, for a distance of 527.67 feet to a point for corner;

South 02 Degrees 49 Minutes 30 Seconds West, for a distance of 2985.51 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 87 Degrees 03 Minutes 51 Seconds West, with the south line of said Amanda A. Myers tract for a distance of 1163.45 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 01 Degree 25 Minutes 02 Seconds East, with the west line of said Amanda A. Myers tract, and the east line of a called 1.25 acre tract of land described in a deed to Donald K. Estep and wife Sonja K. Estep, recorded as Document Number 2001-99806 of the said RPRDCT, for a distance of 280.54 feet to a point for the northeast corner of said Estep tract;

THENCE North 88 Degrees 36 Minutes 00 Seconds West, with the north line of said Estep tract for a distance of 237.50 feet to a point for the northwest corner of said Estep Tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Estep tract and the easterly line of said Kim Family Trust tract for a distance of 733.64 feet to a point for the southwest

corner of a called 1.00 acre tract of land described in a deed to David P. Brewer and Carolyn J. Brewer, recorded as Document Number 2012-34990;

THENCE South 88 Degrees 36 Minutes 00 Seconds East, with the south line of said Brewer tract for a distance of 237.50 to a point for the southeast corner located in the west line of a tract of land described in a deed to Jo Lynn Carey Ninemire and Mark Carlton Carey, and in the approximate centerline of Parvin Road (an undedicated road);

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the easterly line of said Kim Family Trust tract, the west line of said Carey tract, and the approximate centerline of said Parvin Road for a distance of 490.70 feet to a point for the southeast corner of said Kim Family Trust tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the southerly line of said Kim Family trust tract and the approximate centerline of said Parvin Road for a distance of 378.71 feet to a point for the southeast corner of a called 5.00 acre tract of land described in a deed to John M. Cosper and wife Jackie Cosper, recorded in Volume 785, Page 507 of said RPRDCT;

THENCE North 01 Degree 25 Minutes 00 Seconds East, with the east line of said Cosper tract for a distance of 268.61 feet to a point for the northeast corner of said Cosper tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the north line of said Cosper tract for a distance of 820.00 feet to a point for the northwest corner of said Cosper tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Cosper tract for a distance of 268.61 to a point for the southwest corner of said Cosper tract located in the approximate center line of said Parvin Road;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the approximate centerline of said Parvin Road and the southerly line of said Kim Family Trust tract for a distance of 462.05 feet to a point for the southwest corner of said Kim Family Trust tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the west line of said Kim Family Trust tract for a distance of 59.95 feet to a point for the southeast corner of said Frisco Industrial tract;

THENCE North 88 Degrees 34 Minutes 07 Seconds West, with the southerly line of said Frisco Industrial tract for a distance of 1667.80 feet to a point for corner;

THENCE North 84 Degrees 45 Minutes 22 Seconds West, continuing with said southerly line for a distance of 150.33 feet to a point for corner;

THENCE North 88 Degrees 34 Minutes 13 Seconds West, continuing with said southerly line for a distance of 127.23 feet to a point for the southwest corner of said Frisco Industrial tract located in the east Right-of-Way Line of said F.M. 2931;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, with the East Right-of-Way line of said F.M. 2931 and the westerly line of said Frisco Industrial tract for a distance of 127.23 feet to a point for corner;

THENCE North 00 Degrees 09 Minutes 33 Seconds West, continuing with the East Right-of-Way line of said F.M. 2931 and the westerly line of said Frisco Industrial tract for a distance of 150.33 feet to a point for corner;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, continuing with the East Right-of-Way line of said F.M. 2931 and the westerly line of said Frisco Industrial tract for a distance of 906.47 feet to a point for the northwest corner of said Frisco Industrial tract;

THENCE South 88 Degrees 30 Minutes 32 Seconds East, with the north line of said Frisco Industrial tract and the south line of a called 44.562 acre tract of land described in a deed to Anna Liz Hong, recorded as Document Number 2014-15601 of said RPRDCT, for a distance of 1908.45 feet to a point for the northeast corner of said Frisco Industrial tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the westerly line of said Kim Family Trust tract for a distance of 1546.15 feet to a point for the northwest corner of said Kim Family Trust tract and the southwest corner of said Mike A. Myers 111.925 acre tract;

THENCE North 01 Degree 42 Minutes 10 Seconds East, with the west line of said Mike A. Myers 111.925 acre tract for a distance of 951.61 feet to a point for the southeast corner of Lot 12 of the Country View Addition, an Addition to Denton County, Texas recorded in Cabinet F, Page 267 of the Plat Records of Denton County Texas (PRDCT);

THENCE North 01 Degree 57 Minutes 30 Seconds East, with the east line of said Country View Addition for a distance of 588.24 to a point for the northeast corner of Lot 11 of said Country View

Addition and the southwest corner of said Mike A. Myers called 18.0152 acre tract;

THENCE North 88 Degrees 47 Minutes 12 Seconds West, with the south line of said Mike A. Myers called 18.0152 acre tract and the north line of said Country View Addition, for a distance of 1297.98 feet to a point for the southeast corner of said Mike A. Myers called 3.415 acre tract;

THENCE North 88 Degrees 45 Minutes 37 Seconds West, with the south line of said Mike A. Myers called 3.415 acre tract and the north line of said Country View Addition, for a distance of 522.66 feet to a point for the southwest corner of said Mike A. Myers called 3.415 acre tract located in the east Right-of-Way line of said F.M. 2931, said point also being the northwest corner of said Country View Addition;

THENCE North 03 Degrees 26 Minutes 09 Seconds East, with the west line of said Mike A. Myers called 3.415 acre tract and the east Right-of-Way line of said F.M. 2931, for a distance of 310.74 feet to a point for the northwest corner of said Mike A. Myers called 3.415 acre tract and a easterly corner of said Mike A. Myers called 18.0152 acre;

THENCE North 03 Degrees 14 Minutes 05 Seconds East, continuing with the east Right-of-Way line of said F.M. 2931 and with the westerly line of said Mike A. Myers called 18.0152 acre tract for a distance of 203.72 feet to a point for the northwest corner of said Mike A. Myers called 18.0152 acre tract and the southwest corner of said Tarsan tract;

THENCE North 03 Degrees 38 Minutes 45 Seconds East continuing with the east Right-of-Way line of said F.M. 2931 and with the west line of said Tarsan tract for a distance of 902.03 feet to the **POINT OF BEGINNING** and containing 510.80 acres more or less.

Legal Description

Commercial Tract:

16.50 ACRES

Being a 16.50 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, Denton County, Texas, said tract being part of a called 52.775 acre tract of land described in a deed to Frisco Industrial Partners, recorded as Document Number 2008-66233 of the Real Property Records of Denton County Texas (RPRDCT), and being more particularly described by metes and bounds as follows;

BEGINNING at a point for the southwest corner of said Frisco Industrial tract located in the east Right-of-Way line of Farm to Market Road 2931 (called 80 foot Right-of-Way);

THENCE North 03 Degrees 39 Minutes 17 Seconds East, with the east Right-of-Way line of said F.M. 2931 and the westerly line of said Frisco Industrial tract for a distance of 127.23 feet to a point for corner;

THENCE North 00 Degrees 09 Minutes 33 Seconds West, continuing with the east Right-of-Way line of said F.M. 2931 and the westerly line of said Frisco Industrial tract for a distance of 150.33 feet to a point for corner;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, continuing with the east Right-of-Way line of said F.M. 2931 and the westerly line of said Frisco Industrial tract for a distance of 563.02 feet to a point for corner;

THENCE South 88 Degrees 34 Minutes 13 Seconds East, over and across said Frisco Industrial tract for a distance of 850.64 feet to a point for corner;

THENCE South 03 Degrees 39 Minutes 17 Seconds West, continuing over and across said Frisco Industrial tract for a distance of 850.64 feet to a point for corner located in the southerly line of said Frisco Industrial Tract;

THENCE North 88 Degrees 34 Minutes 13 Seconds West, with the southerly line of said Frisco Industrial tract for a distance of 563.02 feet to a point for corner;

THENCE North 84 Degrees 45 Minutes 22 Seconds West, continuing with the southerly line of said Frisco Industrial tract for a distance of 150.33 feet to a point for corner;

THENCE North 88 Degrees 34 Minutes 13 Seconds West, continuing with the southerly line of said Frisco Industrial tract for a distance of 127.23 feet to the **POINT OF BEGINNING** and containing 16.50 acres more or less.

Legal Description

Residential Tract:

494.29 ACRES

Being a 494.29 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, said tract being part of a called 52.775 acre tract of land described in a deed to Frisco Industrial Partners, recorded as Document Number 2008-66233, said tract also being all of the following tracts of land; a called 3.415 acre tract of land described in a deed to Tarsan Corporation, recorded as Document Number 2002-108524 of the Real Property Records of Denton County Texas (RPRDCT), a called 111.925 acre tract of land described in a deed to Mike A. Myers Holdings, L.P., recorded as Document Number 2055-33384 of the said RPRDCT, a called 190.449 acre tract of land described in a deed to Amanda A. Myers Irrevocable Trust, recorded as Document Number 2011-125051 of the said RPRDCT, a called 97.547 acre tract of land described in a deed to Ok Kyun Kim and Youngmoo Kim, Trustees of the Kim Family Living Trust, recoded as Document Number 2005-86220 of the said RPRDCT, a called 18.0152 acre tract of land to Mike A. Myers Investment Holdings, L.P., recoded as Document Number 2005-93340 of the said RPRDCT, and a called 3.415 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2007-53939 of the said RPRDCT, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the northwest corner of said Tarsan Corporation in the east Right-of-Way line of Farm to Market Road 2931 (called 80 foot Right-of-Way), said point is also the southwest corner of a tract of land described in a deed to Denton County 128 Development, L.L.C., recorded as Document Number 2013-135475;

THENCE South 88 Degrees 16 Minutes 38 Seconds East, the basis of all bearings hereto, with the north line of said Tarsan tract, for a distance of 1770.62 feet to a point for the northwest corner of said Mike A. Myers called 111.925 acre tract of land;

THENCE South 88 Degrees 17 Minutes 12 Seconds East, with the north line of said Mike A. Myers tract for a distance of 1660.51 feet to a point for the northeast corner of said Mike A. Myers tract in the west line of a said Amanda A. Myers tract;

THENCE North 01 Degree 59 Minutes 06 Seconds East, with the west line of said Amanda A. Myers tract for a distance of 858.60 to a point for the northwest corner of said Amanda A. Myers Tract;

THENCE South 88 Degrees 21 Minutes 42 Seconds East, with the north line of said Amanda A. Myers tract for a distance of 1759.25 feet to a point for the northeast corner of said Amanda A. Myers tract;

THENCE the following bearings and distances with the easterly line of said Amanda A. Myers tract:

South 01 Degree 44 Minutes 39 Seconds West, for a distance of 2685.00 feet to a point for corner;

North 88 Degrees 38 Minutes 13 Seconds West, for a distance of 527.67 feet to a point for corner;

South 02 Degrees 49 Minutes 30 Seconds West, for a distance of 2985.51 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 87 Degrees 03 Minutes 51 Seconds West, with the south line of said Amanda A. Myers tract for a distance of 1163.45 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 01 Degree 25 Minutes 02 Seconds East, with the west line of said Amanda A. Myers tract, and the east line of a called 1.25 acre tract of land described in a deed to Donald K. Estep and wife Sonja K. Estep, recorded as Document Number 2001-99806 of the said RPRDCT, for a distance of 280.54 feet to a point for the northeast corner of said Estep tract;

THENCE North 88 Degrees 36 Minutes 00 Seconds West, with the north line of said Estep tract for a distance of 237.50 feet to a point for the northwest corner of said Estep Tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Estep tract and the easterly line of said Kim Family Trust tract for a distance of 733.64 feet to a point for the southwest corner of a called 1.00 acre tract of land described in a deed to David P. Brewer and Carolyn J. Brewer, recorded as Document Number 2012-34990;

THENCE South 88 Degrees 36 Minutes 00 Seconds East, with the south line of said Brewer tract for a distance of 237.50 to a point for the southeast corner located in the west line of a tract of land described in a deed to Jo Lynn Carey Ninemire and Mark Carlton Carey, and in the approximate centerline of Parvin Road (an undedicated road);

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the easterly line of said Kim Family Trust tract, the west line of said Carey tract, and the approximate centerline of said Parvin Road for a distance of 490.70 feet to a point for the southeast corner of said Kim Family Trust tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the southerly line of said Kim Family trust tract and the approximate centerline of said Parvin Road for a distance of 378.71 feet to a point for the southeast corner of a called 5.00 acre tract of land described in a deed to John M. Cosper and wife Jackie Cosper, recorded in Volume 785, Page 507 of said RPRDCT;

THENCE North 01 Degree 25 Minutes 00 Seconds East, with the east line of said Cosper tract for a distance of 268.61 feet to a point for the northeast corner of said Cosper tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the north line of said Cosper tract for a distance of 820.00 feet to a point for the northwest corner of said Cosper tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Cosper tract for a distance of 268.61 to a point for the southwest corner of said Cosper tract located in the approximate center line of said Parvin Road;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the approximate centerline of said Parvin Road and the southerly line of said Kim Family Trust tract for a distance of 462.05 feet to a point for the southwest corner of said Kim Family Trust tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the west line of said Kim Family Trust tract for a distance of 59.95 feet to a point for the southeast corner of said Frisco Industrial tract;

THENCE North 88 Degrees 34 Minutes 07 Seconds West, with the southerly line of said Frisco Industrial tract for a distance of 1104.78 feet to a point for corner;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, over and across said Frisco Industrial tract for a distance of 850.66 feet to a point for corner;

THENCE North 88 Degrees 34 Minutes 13 Seconds West, continuing over and across said Frisco Industrial tract for a distance of 850.64 feet to a point for corner located in the east Right-of-Way Line of said F.M. 2931;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, continuing with the East Right-of-Way line of said F.M. 2931 and the westerly line of said Frisco Industrial tract for a distance of 343.45 feet to a point for the northwest corner of said Frisco Industrial tract;

THENCE South 88 Degrees 30 Minutes 32 Seconds East, with the north line of said Frisco Industrial tract and the south line of a called 44.562 acre tract of land described in a deed to Anna Liz Hong, recorded as Document Number 2014-15601 of said RPRDCT, for a distance of 1908.45 feet to a point for the northeast corner of said Frisco Industrial tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the westerly line of said Kim Family Trust tract for a distance of 1546.15 feet to a point for the northwest corner of said Kim Family Trust tract and the southwest corner of said Mike A. Myers 111.925 acre tract;

THENCE North 01 Degree 42 Minutes 10 Seconds East, with the west line of said Mike A. Myers 111.925 acre tract for a distance of 951.61 feet to a point for the southeast corner of Lot 12 of the Country View Addition, an Addition to Denton County, Texas recorded in Cabinet F, Page 267 of the Plat Records of Denton County Texas (PRDCT);

THENCE North 01 Degree 57 Minutes 30 Seconds East, with the east line of said Country View Addition for a distance of 588.24 to a point for the northeast corner of Lot 11 of said Country View Addition and the southwest corner of said Mike A. Myers called 18.0152 acre tract;

THENCE North 88 Degrees 47 Minutes 12 Seconds West, with the south line of said Mike A. Myers called 18.0152 acre tract and the north line of said Country View Addition, for a distance of 1297.98 feet to a point for the southeast corner of said Mike A. Myers called 3.415 acre tract;

THENCE North 88 Degrees 45 Minutes 37 Seconds West, with the south line of said Mike A. Myers called 3.415 acre tract and the north line of said Country View Addition, for a distance of 522.66 feet to a point for the southwest corner of said Mike A. Myers called 3.415 acre tract located in the east Right-of-Way line of said F.M. 2931, said point also being the northwest corner of said Country View Addition;

THENCE North 03 Degrees 26 Minutes 09 Seconds East, with the west line of said Mike A. Myers called 3.415 acre tract and the east Right-of-Way line of said F.M. 2931, for a distance of 310.74 feet to a point for the northwest corner of said Mike A. Myers called 3.415 acre tract and a easterly corner of said

Mike A. Myers called 18.0152 acre;

THENCE North 03 Degrees 14 Minutes 05 Seconds East, continuing with the east Right-of-Way line of said F.M. 2931 and with the westerly line of said Mike A. Myers called 18.0152 acre tract for a distance of 203.72 feet to a point for the northwest corner of said Mike A. Myers called 18.0152 acre tract and the southwest corner of said Tarsan tract;

THENCE North 03 Degrees 38 Minutes 45 Seconds East continuing with the east Right-of-Way line of said F.M. 2931 and with the west line of said Tarsan tract for a distance of 902.03 feet to the **POINT OF BEGINNING** and containing 494.29 acres more or less.

Exhibit “B”
Property Exhibit

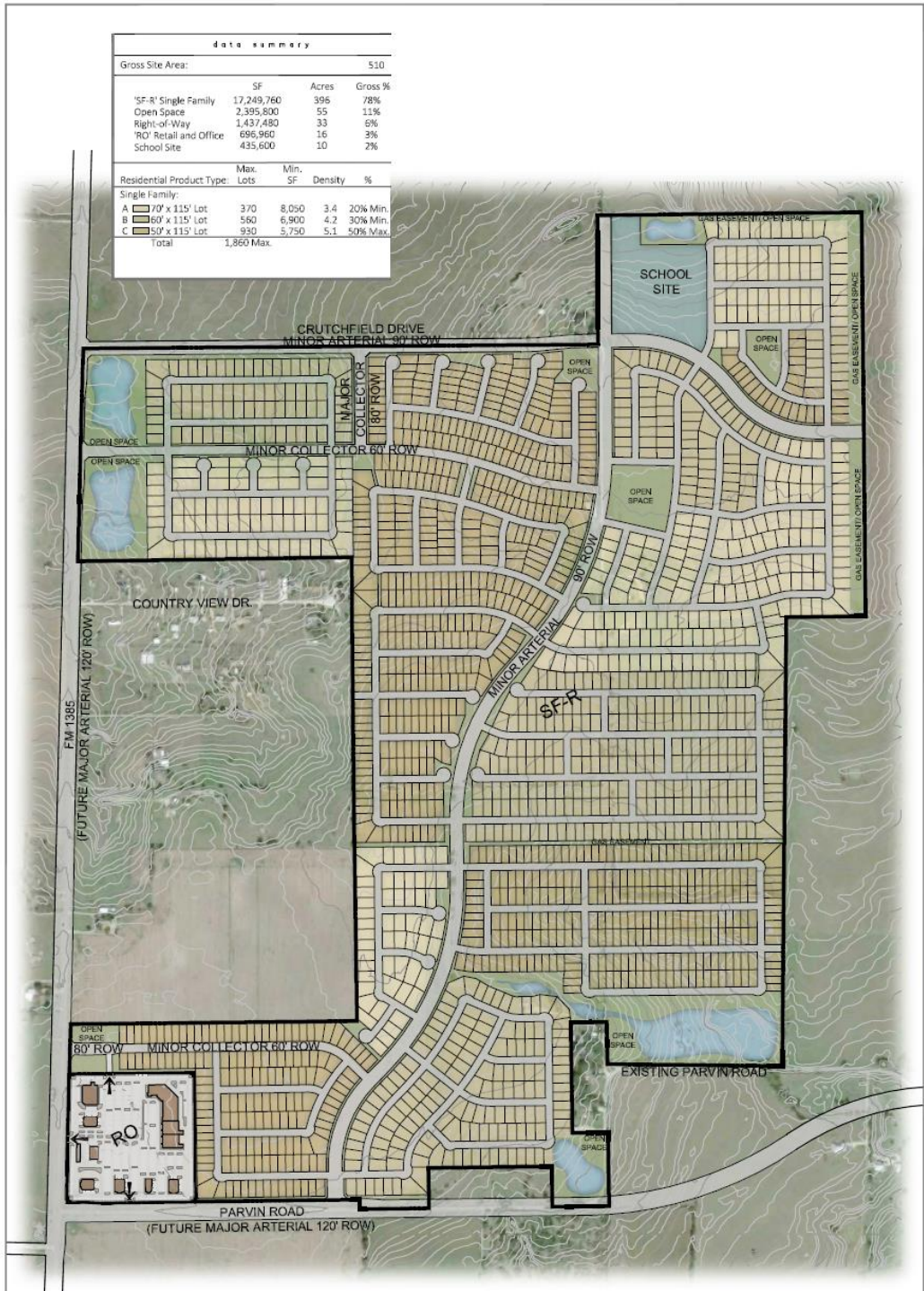


Exhibit “C”**Service Plan****A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o) (Vernon 2014). Municipal facilities and services to the annexed areas described above 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.

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

- 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 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.

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 and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the areas.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards 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 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 ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance.

- 2) As new development occurs within these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, and utility service policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes and ordinances. Water service capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of water facilities in the annexed area that are within the service area of another wastewater 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 current policies and procedures defined by the ordinance 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 CIP and/or yearly fiscal budgetary allotments by the City Council.
- 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.

G) 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.

H) 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.

I) 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.

J) 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.

K) 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.

L) AMENDMENTS

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 or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: March 17, 2015
 Re: Residential Replat - 701 W. Walnut Street

Action Requested:

The Celina City Council Will Conduct a Public Hearing to Consider Testimony and Take Action Regarding a Residential Replat Request on ± 0.499 Acres in the Perkins Addition, Lot 6A and 6C, Block 5, an Unrecorded Subdivision in Celina, Texas in the John Willock Survey, Abstract No. 975, and More Commonly Known as 701 W. Walnut Street. Liebman

Background Information:

The applicant currently owns a ± 0.499 acre lot on Walnut Street and wishes to replat it into one .264 acre lot and one .236 acre lot. The property currently contains a single family structure that will be demolished pending the approval of the replat request. The applicant wishes to construct a new single family structure on each of the new lots.

Any new home construction must comply with the design standards of the Subdivision Ordinance and the Old Town Residential Zoning District.

Board Review/Citizen Input:

On February 17, 2015, the Planning and Zoning Commission voted (3-2, Ousely and Schmitt opposed) to recommend approval of the replat request as presented in the staff report.

Public Notifications:

A public hearing notice was published in the Celina Record on January 30, 2015. In addition, staff mailed notices to twenty (20) property owners in the original subdivision within 200 feet of the subject property. If the property owner(s) of 20% or more of the total land area of lots to whom notice is required to be given file with the city a written protest of the replatting before or at the public hearing, then approval of the replat will require the affirmative vote of at least three-fourths of the members present and voting.

Three letters were received prior to the Planning and Zoning Commission meeting in opposition. The letters are attached.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

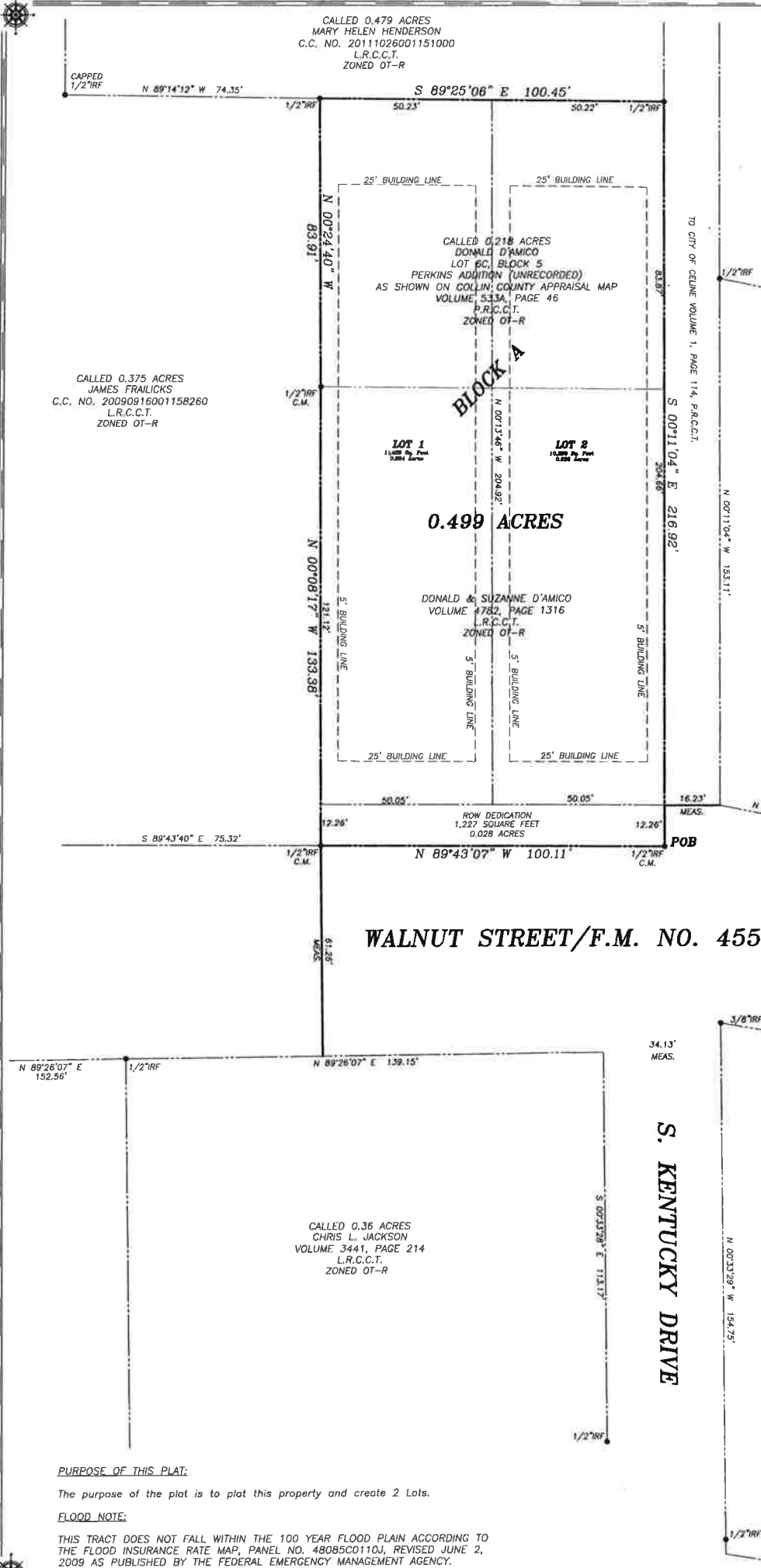
Supporting Documents:

- Walnut Addition, Lots 1 & 2, Block 5 Replat exhibit
- Letter from Mr. and Mrs. Billie Ray Huddleston
- Letter from Mr. R.L. King II
- Letter from Mr. Ronald Childers

Staff Recommendation:

The Proposed Residential Replat Meets the Standards of the Subdivision Ordinance and the Old Town Residential Zoning District. If Approved, the Replat Will Not be Filed with the County Until the Existing Structure is Demolished and Removed from the Property.

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



KNOW ALL MEN BY THESE PRESENTS:

That I, David J. Surdukan, do hereby certify that I prepared this plat from an actual 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.

DAVID J. SURDUKAN
R.P.L.S. NO. 4613

STATE OF TEXAS
COUNTY OF COLLIN

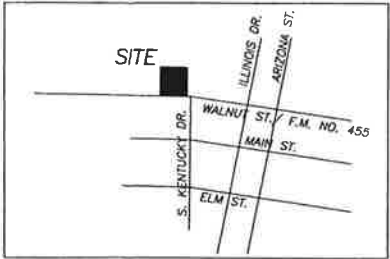
Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David J. Surdukan, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and considerations therein expressed.

Given under my seal of office, this ____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires On:

NORTH



LOCATION MAP
NOT TO SCALE

PROPERTY LOCATION STATEMENT:

This property is located in the corporate limits of the City of Celina, Collin County, Texas.

Signature of Mayor _____ Date of Approval _____

ATTEST: _____

City Secretary _____ Date _____

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 _____

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Donald and Suzanne D'Amico are the Owners a tract of land situated in the John Willock Survey, Abstract 975, City of Celina, Collin County, Texas and being all of a tract conveyed to Donald & Suzanne D'Amico and recorded in Volume 4782, Page 1316, Land Records of Collin County, Texas and being all of a tract conveyed to Donald D'Amico and recorded in Volume 5344, Page 4790, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for corner at the southeast corner of said D'Amico tract, said iron rod being at the intersection of the north ROW line of Walnut Street / F.M. No. 455 and the east line of a 16' strip conveyed to the City of Celina as recorded in Volume 1, Page 114, P.R.C.C.T.;

THENCE N 89°43'07" W following the north ROW line of Walnut Street / F.M. No. 455 a distance of 100.11' to a 1/2" iron rod found for corner;

THENCE N 00°10'55" W a distance of 133.53' to a 1/2" iron rod found for corner;

THENCE N 00°24'40" W a distance of 83.91' to a 1/2" iron rod found for corner;

THENCE S 89°25'06" E a distance of 100.45' to a 1/2" iron rod found for corner in the west line of said 16' strip conveyed to the City of Celina;

THENCE S 00°11'04" E following the west line of said 16' strip conveyed to the City of Celina a distance of 216.92' to the POINT OF BEGINNING and containing 21,755 square feet or 0.499 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Donald and Suzanne D'Amico acting herein, does hereby adopt this plat designating the herein above described property as WALNUT ADDITION, LOTS 1 & 2, BLOCK A, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and there public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, constructing, 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 _____, 2015.

BY: _____

STATE OF TEXAS
COUNTY OF COLLIN

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

Given under my and seal of office, this ____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires On:

STATE OF TEXAS
COUNTY OF COLLIN

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

Given under my and seal of office, this ____ day of _____, 2015.

Notary Public in and for the State of Texas

STANDARD NOTES

My Commission Expires On:

- 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 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.
- 3) The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
- 4) The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then is shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

FINAL PLAT
WALNUT ADDITION
0.499 ACRES
LOTS 1 & 2, BLOCK A
JOHN WILLOCK SURVEY
ABSTRACT NO. 975
CITY OF CELINA
COLLIN COUNTY, TEXAS

OWNER
DONALD D'AMICO & SUZANNE D'AMICO
P.O. BOX 1346
CELINA, TEXAS 75009
(214) 621-7015

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200

CITY OF CELINA CASE NO.

SCALE 1" = 20'

DATE: SEPTEMBER 15, 2014

JOB NO. 2014-110

THE PROPERTY LOCATED AT 701 W. WALNUT DOES NOT HAVE ENOUGH SQUARE FOOTAGE TO BUILD TWO HOUSES ON. IT SHOULD NOT BE CONSIDERED FOR REPLAT FOR THE FOLLOWING REASONS.

- (1) THIS PROPERTY SETS NEXT TO HWY. 455 WHICH HAS A VERY HIGH VOLUME OF TRAFFIC. GETTING IN AND OUT OF OUR DRIVEWAYS IS DANGEROUS NOW. ADDING ANOTHER HOUSE TO THIS SITE WOULD ONLY INCREASE THE POTENTIAL FOR A SERIOUS ACCIDENT AND PROPERTY DAMAGE.
- (2) THESE HOMES COULD BE OCCUPIED BY SCHOOL AGE CHILDREN WHO WALK TO SCHOOL ON THIS ALREADY CROWDED HIGHWAY. AS THE PROPERTY WEST OF CELINA DEVELOPS, THIS PROBLEM WITH HEAVY TRAFFIC WILL ONLY GET WORSE.
- (3) THIS SECTION OF HIGHWAY IS IN NEED OF REPAIR NOW. IT IS MY UNDERSTANDING THERE ARE PLANS TO WIDEN THIS HIGHWAY. IF THAT IS THE CASE TRAFFIC WILL INCREASE EVEN MORE.
- (4) PLEASE ADHERE TO THE ORDINANCE ALREADY IN PLACE AND PROTECT OUR NEIGHBOR.



Attachment: Childers Letter (1016 : Residential Replat - 701 W. Walnut Street)

RE: Perkins Addition, Lot 6A and 6C, .308 acre – 701 W. Walnut

Reason for Opposing –

Walnut Street/ W FM 455 is the main street coming into the downtown area and should be considered in how Celina wants that area to look in the future.

Although the request may be allowed according to city code the need to look at future development is very important. Seeing how the applicant received approval for a similar request for property he owned in the 700 block of Main and how he developed it is not what should be the vision for the Walnut St. property. Two small brick houses barely meeting standards does nothing to enhance the area. This is an area that should only be considered for improvements that will benefit the gateway to downtown now and in the future. Renovation of older homes on Walnut St. should be encouraged rather than dividing lots and building small brick ones. By not approving this request, it will help make the committee, "Keep Celina Beautiful" (that is to be established) work easier.

Part of the property that is in the request is visible from my property at 613 W. Pecan. Since the property has been owned by the current owner the area is never maintained until someone contacts the city and after a threat of a code violation fine the area is finally mowed. This continues year after year. My concern is if this request is granted the situation will only worsen. There is never any respect for nearby residents.

Gilbert Ray Huddleston
Ray

Jane Huddleston

2-13-15

Attachment: Huddleston Letter (1016 : Residential Replat - 701 W. Walnut Street)



**NOTICE OF PUBLIC HEARING TO
PROPERTY OWNER WITHIN 200 FEET OF PROPERTY
SUBJECT TO PROPOSED RESIDENTIAL REPLAT**

The Celina Planning & Zoning Commission will conduct a public hearing on February 17, 2015 at 6:30 p.m. in the Celina City Hall Council Chambers, 302 West Walnut Street, Celina, Texas, to consider the residential replat case as described below:

- Perkins Addition, Lot 6A and 6C, .308 acre - 701 W. Walnut

CURRENT PLAT: One residential lot.

REQUESTED REPLAT: The request is to divide the property into two residential lots.

According to the most recently approved City tax roll, you are the owner of property within 200 feet of the property which is the subject of the proposed zoning change case. The meeting shown above is open to the public, and you will have the right to speak for or against the proposed Residential Replat during the public hearing portion of the meeting. You may also register your opinion by returning this form to the Department of Planning & Development, 142 N. Ohio St., Celina Texas, 75009 or by fax at (214) 509-4179.

The Planning & Zoning Commission forwards its recommendations for any replat request to the City Council after conducting a public hearing. Cases recommended for approval are automatically scheduled for a public hearing before the City Council to take place on March 17, 2015. Cases recommended for denial may be appealed by the applicant within thirty (30) days. At that time a hearing will be scheduled before the City Council.

You may contact the Planning Department, 142 N. Ohio St., Celina Texas, 75009 for additional information, or contact Ben Rodriguez by phone at 972-382-2682 Ext. 1022 or by e-mail at Brodriguez@celina-tx.gov

✂ Cut here

February 17, 2015

Perkins Addition, Lots 6A and 6C, .308 acre- 701 W. Walnut

Members of the Planning & Zoning Commission:

I, R. L. King Jr., with property located at 710 W. Pecan, Celina, Texas
(NAME) (ADDRESS)

☐ Support

Phone: 972-658-3887

☒ Oppose

Email: _____

The proposed Residential Replat for the following reasons. (Use separate sheet if more room is needed):

R. S. [Signature]
SIGNATURE

2-3-15
DATE

Attachment: King Letter (1016 : Residential Replat - 701 W. Walnut Street)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Helen-Eve Liebman, Director of Planning and Development Services
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: Sutton Fields Zoning Ordinance Amendment

Action Requested:

Consider and Act Upon an Ordinance Amending the Zoning on a ±510.80 Acre Tract of Land Situated in the F. Wilkerson Survey, Abstract Number 1411; H. Rue Survey, Abstract Number 1111; T. Cox Survey, Abstract Number 309; J. Rue Survey, Abstract Number 1109; and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, to "PD" Planned Development District #52, Generally Located at the Northeast Corner of Parvin Road and FM1385. (Sutton Fields) Liebman

Background Information:

The applicant is requesting the establishment of a Planned Development Zoning District (PD-52) which would incorporate approximately 494 acres as single-family, detached housing units and 16 acre of commercial development with an underlying zoning classification of RO - Retail Office. Open space, common areas and a school site will also be provided on the subject property. The applicant is proposing three types of residential lots ranging from lot widths of 50 feet to 70 feet.

Public Notice:

The public hearing notice was published in the Celina Record on Friday, January 2, 2015 and zoning signs were placed on the property on Tuesday, January 6, 2015. The public hearing notice was published in the Celina Record on Friday, January 2, 2015 and zoning signs were placed on the property on Tuesday, January 6, 2015. The public hearing for this item was held on February 10, 2015.

Board Review/Citizen Input:

On January 20, 2015, the Planning and Zoning Commission voted (5-1-1, Barley opposed; Terry abstained) to recommend approval of the zoning ordinance amendment.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

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

Supporting Documents:

- Proposed Ordinance
- Legal Description
- Zoning Exhibit
- Concept Plan
- Development Regulations

Staff Recommendation:

Staff Recommends Approval.

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

CITY OF CELINA, TEXAS

ORDINANCE 2015-____
SUTTON FIELDS PD-52

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 APPROXIMATELY 510.80 ACRE TRACT OF LAND LOCATED IN THE F. WILKERSON SURVEY, ABSTRACT NUMBER 1411, H. RUE SURVEY, ABSTRACT NUMBER 1111, T. COX SURVEY, ABSTRACT NUMBER 309, J. RUE SURVEY, ABSTRACT NUMBER 1109, AND THE C. JACKSON SURVEY, ABSTRACT NUMBER 1546, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #52; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District, #23 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #23.

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 development standards set forth in Exhibit “C”; the concept plan set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6

COMPLIANCE REQUIRED

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

SECTION 7

PENALTY

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

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

SECTION 8

CUMULATIVE REPEALER CLAUSE

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

SECTION 9

SAVINGS CLAUSE

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

SECTION 10

SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

EXHIBIT "A"
DESCRIPTION
510.80 ACRES

Being a 510.80 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas, said tract being all of the following tracts of land; a called 36.740 acre tract of land described in a deed to Tarsan Corporation, recorded as Document Number 2002-108524 of the Real Property Records of Denton County Texas (RPRDCT), a called 111.925 acre tract of land described in a deed to Mike A. Myers Holdings, L.P., recorded as Document Number 2005-33384 of the said RPRDCT, a called 190.449 acre tract of land described in a deed to Amanda A. Myers Irrevocable Asset Trust, recorded as Document Number 2011-125051 of the said RPRDCT, a called 97.547 acre tract of land described in a deed to Ok Kyun Kim and Youngmoo Kim, Trustees of the Kim Family Living Trust, recorded as Document Number 2005-86220 of the said RPRDCT, a called 52.775 acre tract of land described in a deed to Frisco Industrial Partners, recorded as Document Number 2008-66233, a called 18.0152 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2005-93340 of the said RPRDCT, and a called 3.415 acre tract of land to Mike A. Myers Investment Holdings, L.P., recorded as Document Number 2007-53939 of the said RPRDCT, and being more particularly described by metes and bounds as follows;

BEGINNING at a point for the northwest corner of said Tarsan Corporation in the east Right-of-Way line of Farm to Market Road 1385 (called 80 foot Right-of-Way), said point is also the southwest corner of a tract of land described in a deed to Denton County 128 Development, L.L.C., recorded as Document Number 2013-135475;

THENCE South 88 Degrees 16 Minutes 38 Seconds East, the basis of all bearings hereto, with the north line of said Tarsan tract, for a distance of 1770.62 feet to a point for the northwest corner of said Mike A. Myers called 111.925 acre tract of land;

THENCE South 88 Degrees 17 Minutes 12 Seconds East, with the north line of said Mike A. Myers tract for a distance of 1660.51 feet to a point for the northeast corner of said Mike A. Myers tract in the west line of a said Amanda A. Myers tract;

THENCE North 01 Degree 59 Minutes 06 Seconds East, with the west line of said Amanda A. Myers tract for a distance of 858.60 to a point for the northwest corner of said Amanda A. Myers Tract;

THENCE South 88 Degrees 21 Minutes 42 Seconds East, with the north line of said Amanda A. Myers tract for a distance of 1759.25 feet to a point for the northeast corner of said Amanda A. Myers tract;

THENCE the following bearings and distances with the easterly line of said Amanda A. Myers tract:

South 01 Degree 44 Minutes 39 Seconds West, for a distance of 2685.00 feet to a point for corner;

North 88 Degrees 38 Minutes 13 Seconds West, for a distance of 527.67 feet to a point for corner;

South 02 Degrees 49 Minutes 30 Seconds West, for a distance of 2985.51 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 87 Degrees 03 Minutes 51 Seconds West, with the south line of said Amanda A. Myers tract for a distance of 1163.45 feet to a point for the southwest corner of said Amanda A. Myers tract;

THENCE North 01 Degree 25 Minutes 02 Seconds East, with the west line of said Amanda A. Myers tract, and the east line of a called 1.25 acre tract of land described in a deed to Donald K. Estep and wife Sonja K. Estep, recorded as Document Number 2001-99806 of the said RPRDCT, for a distance of 280.54 feet to a point for the northeast corner of said Estep tract;

THENCE North 88 Degrees 36 Minutes 00 Seconds West, with the north line of said Estep tract for a distance of 237.50 feet to a point for the northwest corner of said Estep Tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Estep tract and the easterly line of said Kim Family Trust tract for a distance of 733.64 feet to a point for the southwest corner of a called 1.00 acre tract of land described in a deed to David P. Brewer and Carolyn J. Brewer, recorded as Document Number 2012-34990;

THENCE South 88 Degrees 36 Minutes 00 Seconds East, with the south line of said Brewer tract for a distance of 237.50 to a point for corner located in the approximate centerline of Parvin Road (an undedicated road and in the west line of a tract of land described in a deed to Jo Lynn Carey Ninemire and Mark Carlton Carey, recorded as Document Number 2014-16824 of said RPRDCT;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the easterly line of said Kim Family Trust tract, the west line of said Carey tract, and the approximate centerline of said Parvin Road for a distance of 490.70 feet to a point for the southeast corner of said Kim Family Trust tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the southerly line of said Kim Family trust tract and the approximate centerline of said Parvin Road for a distance of 378.71 feet to a point for the southeast corner of a called 5.00 acre tract of land described in a deed to John M. Cosper and wife Jackie Cosper, recorded in Volume 785, Page 507 of said RPRDCT;

THENCE North 01 Degree 25 Minutes 00 Seconds East, with the east line of said Cosper tract for a distance of 268.61 feet to a point for the northeast corner of said Cosper tract;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the north line of said Cosper tract for a distance of 820.00 feet to a point for the northwest corner of said Cosper tract;

THENCE South 01 Degree 25 Minutes 00 Seconds West, with the west line of said Cosper tract for a distance of 268.61 to a point for the southwest corner of said Cosper tract located in the approximate center line of said Parvin Road;

THENCE North 88 Degrees 29 Minutes 00 Seconds West, with the approximate centerline of said Parvin Road and the southerly line of said Kim Family Trust tract for a distance of 462.05 feet to a point for the southwest corner of said Kim Family Trust tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the west line of said Kim Family Trust tract for a distance of 59.95 feet to a point for the southeast corner of said Frisco Industrial Partners tract;

THENCE North 88 Degrees 34 Minutes 07 Seconds West, with the southerly line of said Frisco Industrial Partners tract for a distance of 1667.80 feet to a point for corner;

THENCE North 84 Degrees 45 Minutes 22 Seconds West, continuing with said southerly line for a distance of 150.33 feet to a point for corner;

THENCE North 88 Degrees 34 Minutes 13 Seconds West, continuing with said southerly line for a distance of 127.23 feet to a point for the southwest corner of said Frisco Industrial Partners tract located in the east Right-of-Way Line of said F.M. 1385;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 127.23 feet to a point for corner;

THENCE North 00 Degrees 09 Minutes 33 Seconds West, continuing with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 150.33 feet to a point for corner;

THENCE North 03 Degrees 39 Minutes 17 Seconds East, continuing with the East Right-of-Way line of said F.M. 1385 and the westerly line of said Frisco Industrial Partners tract for a distance of 906.47 feet to a point for the northwest corner of said Frisco Industrial Partners tract;

THENCE South 88 Degrees 30 Minutes 32 Seconds East, with the north line of said Frisco Industrial Partners tract and the south line of a called 44.562 acre tract of land described in a deed to Anna Liz Hong, recorded as Document Number 2014-15601 of said RPRDCT, for a distance of 1908.45 feet to a point for the northeast corner of said Frisco Industrial Partners tract;

THENCE North 01 Degree 24 Minutes 00 Seconds East, with the westerly line of said Kim Family Trust tract for a distance of 1546.15 feet to a point for the northwest corner of said Kim Family Trust tract and the southwest corner of said Mike A. Myers 111.925 acre tract;

THENCE North 01 Degree 42 Minutes 10 Seconds East, with the west line of said Mike A. Myers 111.925 acre tract for a distance of 951.61 feet to a point for the southeast corner of Lot 12 of the Country View Addition, an Addition to Denton County, Texas recorded in Cabinet F, Page 267 of the Plat Records of Denton County Texas (PRDCT);

THENCE North 01 Degree 57 Minutes 30 Seconds East, with the east line of said Country View Addition for a distance of 588.24 to a point for the northeast corner of Lot 11 of said Country View Addition and the southwest corner of said Mike A. Myers called 18.0152 acre tract;

THENCE North 88 Degrees 47 Minutes 12 Seconds West, with the south line of said Mike A. Myers called 18.0152 acre tract and the north line of said Country View Addition, for a distance of 1297.98 feet to a point for the southeast corner of said Mike A. Myers called 3.415 acre tract;

THENCE North 88 Degrees 45 Minutes 37 Seconds West, with the south line of said Mike A. Myers called 3.415 acre tract and the north line of said Country View Addition, for a distance of 522.66 feet to a point for the southwest corner of said Mike A. Myers called 3.415 acre tract located in the east Right-of-Way line of said F.M. 1385, said point also being the northwest corner of said Country View Addition;

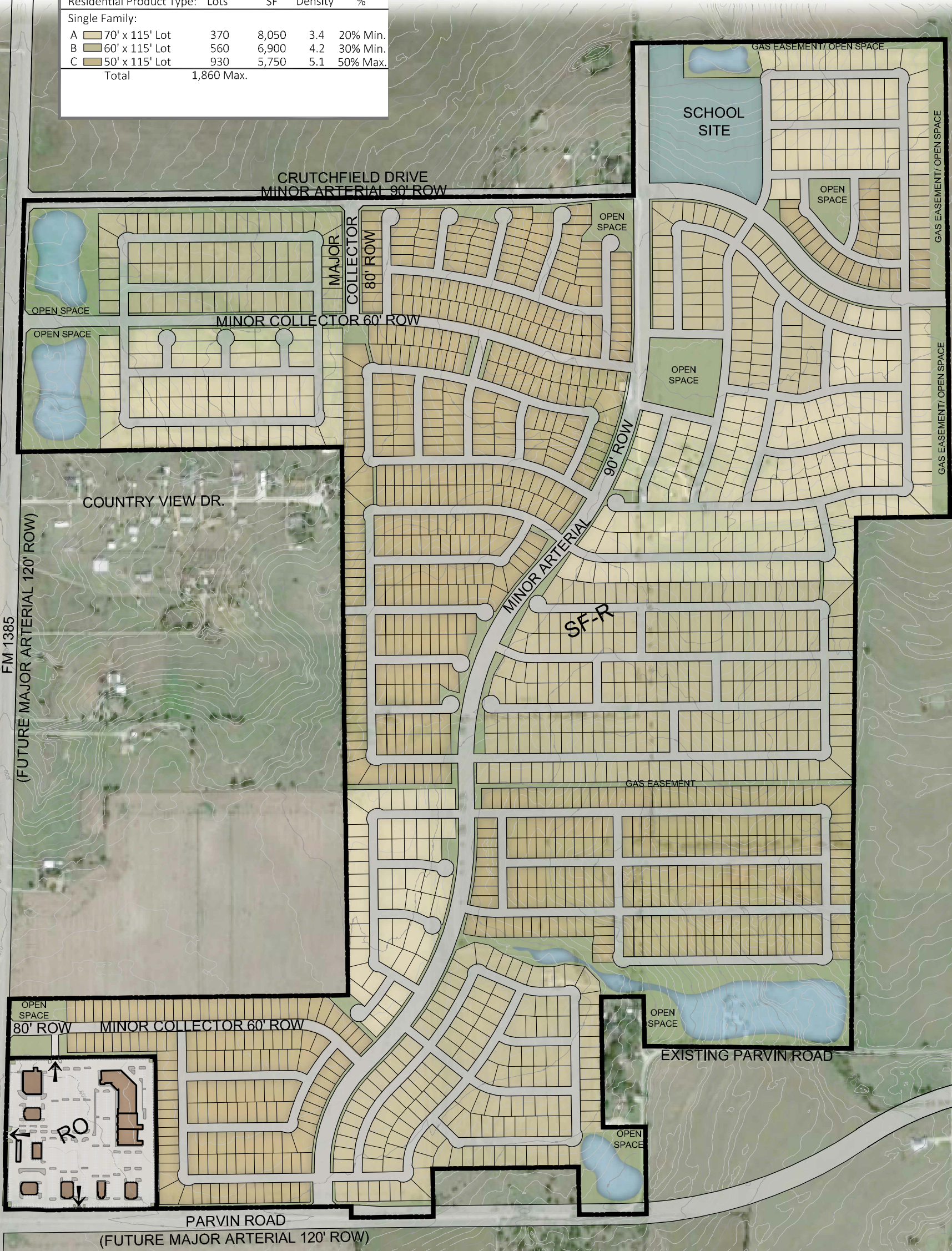
THENCE North 03 Degrees 26 Minutes 09 Seconds East, with the west line of said Mike A. Myers called 3.415 acre tract and the east Right-of-Way line of said F.M. 1385, for a distance of 310.74 feet to a point for the northwest corner of said Mike A. Myers called 3.415 acre tract and a westerly corner of said Mike A. Myers called 18.0152 acre;

THENCE North 03 Degrees 14 Minutes 05 Seconds East, continuing with the east Right-of-Way line of said F.M. 1385 and with the westerly line of said Mike A. Myers called 18.0152 acre tract for a distance of 203.72 feet to a point for the northwest corner of said Mike A. Myers called 18.0152 acre tract and the southwest corner of said Tarsan tract;

THENCE North 03 Degrees 38 Minutes 45 Seconds East continuing with the east Right-of-Way line of said F.M. 1385 and with the west line of said Tarsan tract for a distance of 902.03 feet to the **POINT OF BEGINNING** and containing 510.80 acres more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

data summary				
Gross Site Area:		510		
	SF	Acres	Gross %	
'SF-R' Single Family	17,249,760	396	78%	
Open Space	2,395,800	55	11%	
Right-of-Way	1,437,480	33	6%	
'RO' Retail and Office	696,960	16	3%	
School Site	435,600	10	2%	
		Max. Lots	Min. SF	Density
Residential Product Type:				%
Single Family:				
A	70' x 115' Lot	370	8,050	3.4
B	60' x 115' Lot	560	6,900	4.2
C	50' x 115' Lot	930	5,750	5.1
Total		1,860 Max.		



NOTE: The acreages shown above are approximate. Minor Collectors with 60' ROW shall have 44' back-to-back pavement. Lots fronting Minor Collectors with 60' ROW shall have a minimum front yard setback of 25'. The geometry for ingress/egress points along FM 1385 shall be coordinated with the Director of Engineering at time of the submittal and review of the General Development Plan and platting.

EXHIBIT C

SUTTON FIELDS SINGLE-FAMILY DEVELOPMENT
FRISCO INDUSTRIAL PARTNERS RETAIL DEVELOPMENT
CELINA, DENTON COUNTY, TEXAS



SCALE: 1"=600'



PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

DATE: JANUARY 2015

EXHIBIT D

Planned Development Regulations

For a 494 acre tract of land out of the Freeman Wilkerson Survey, Abstract No. 1411 in the City of Celina , City of Celina ETJ and Denton County, Texas.

1.0 Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, proposed lakes, ornamental trees and shade trees. In addition, this planned development shall have unified and consistent design elements and provide an integrated development that follows the Comprehensive Plan dated April, 2013 and compliments the City of Celina.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance and Section 10.03.009 of the Subdivision Ordinance as exists or may be amended for the City of Celina, Texas.

3.0 General Regulations

3.1 All regulations for the District not redefined by this amendment shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance as they exist or may be amended.

3.2 Any significant changes to the land uses as depicted on the on the Concept Plan (Exhibit C) shall require approval by the City of Celina Planning and Zoning Commission, as well as, the City of Celina City Council through a PD a PD amendment. Following are the changes to the Conceptual Site Plan that are allowed within the PD without an amendment to this PD.

- Street pattern, building location and individual uses as proposed, may be adjusted so long as the general character within each base zoning district in the PD is adhered to and the general location of the land uses remains as shown in Exhibit C.

3.3 A property owners association shall be established and shall be the owner and responsible for the maintenance of all open space areas.

3.4 All single-family detached and attached residences can be front-entry and have garage access from a dedicated public street and shall be subject to setbacks outlined in section 5.0 Area Regulations of this PD.

3.5 The Concept Plan depicts two principal districts, a "SF-R", Single-Family Residential District and "RO", Retail and Office District.

4.0 Use Regulations

4.1 The permitted uses within the planned development are outlined below.

- (A) SF-R Single-Family Residential District: The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in sections 14.03.008 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

(1) Additional Permitted Uses:

- Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries
- Community Facility Uses
 - Public and private parks
 - Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - Amenity centers
- Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage
- School, pre-k through 12 (public or private)

(2) Prohibited Uses:

- Manufactured and/or modular homes
- Accessory dwelling

(B) RO Retail and Office District: The permitted uses shall be RO Retail and Office District Uses, referred to herein, and the associated uses defined in sections 14.03.007 of the City of Celina Zoning Ordinance or as amended herein. The following regulations shall also be applicable:

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

Armed services recruiting center	P
General retail store	P
Artist studio	P
Kiosk (providing a service)	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	P
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)	P
Pet and animal grooming shop without outdoor kennels	P
Convenience store (with or without gas sales)	P
Restaurant (with drive-through service)	P
Farmers market (public)	P
Restaurant (with no drive-through service)	P
Food or grocery store	P
Retirement home/home for the aged	P
Theater or playhouse (indoor)	P
Funeral home without crematorium	P
Veterinarian (indoor kennels)	P
Garden shop (inside storage)	P

(2) Prohibited uses:

Check cashing service
Recycling kiosk
Sexually oriented business
Accessory dwelling

(3) Height regulations:

- a) Main building(s). Maximum forty-five (45) feet.
- b) Accessory buildings. Maximum one story or twenty-five (25) feet for accessory buildings.

(4) Area regulations:

- a) Size of lots.
 - (i) Maximum lot size. Eighteen (18) acres
 - (ii) Size of yards.
 - Minimum front yard: twenty-five (25) feet; all yards adjacent to a street shall be considered front yards.
 - Minimum side yard: Eight (8) feet; fifteen (15) feet when adjacent to a residential lot.
 - Minimum rear yard: fifteen (15) feet

- Any building that is located adjacent to (and not across any right-of-way from) any existing single-family detached zoning district shall be setback from the applicable perimeter property line a distance equal to the height of the building, but not less than twenty-five (25) feet.
 - b) Minimum open space requirement. 15% of the total lot area.
 - c) Maximum impervious surface. 80% of the total lot area, including main buildings, accessory buildings, parking lots, drive lanes, fire lanes, and loading areas.
 - d) Building size for nonresidential structures. The building footprint area shall not exceed 85,000 square feet in size.
 - e) Connectivity: A minimum of two (2) vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.
- (5) Parking requirements: Refer to article 14.05, division 2. The following regulations shall also be applicable:
- a) Parking/Loading Requirements
 - (iii) A minimum stacking length of eighty (80) feet measured from the street right-of-way to the first intersection aisle or paving stall shall be required for access from FM 1385 and Parvin Road. Deceleration lanes are required for all ingress/egress from FM 1385 and Parvin Road.
- (6) Landscaping requirements: Refer to article 14.05, division 3.
- (7) Special district requirements:
- a) Building facade review. Building facade (elevation) plans shall be submitted for commission review and approval by the city council along with the site plan. Facade plans shall clearly show how the building(s) will look, especially as viewed from the major thoroughfare upon which the property faces or sides, and will portray a reasonably accurate depiction of the anticipated materials and colors to be used
 - b) Open storage: Open storage and outdoor displays are prohibited.
 - c) Temporary facilities: There shall be no permanent use of temporary facilities or buildings.
 - d) Other regulations: Refer to article 14.05, development standards and use regulations.

5.0 Area Regulations

5.1 General Area regulations:

- a) The lot widths shall be measured along the arc of the primary structure setback line.
- b) For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet.

5.2 The following amended area regulations shall apply:

Lot Type A:

Minimum Lot Area: The minimum lot area shall be eight thousand fifty (8,050) square feet.

Minimum Lot Width: The minimum lot width shall be seventy (70) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet for front entry lots and the minimum depth of the rear yard shall be twenty (20) feet for rear entry lots.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street; garage access may also be accomplished utilizing "swing-in" driveways.

Lot Type B:

Minimum Lot Area: The minimum lot area shall be six thousand nine hundred (6,900) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Lot Type C:

Minimum Lot Area: The minimum lot area shall be five thousand seven hundred fifty (5,750) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front facade in all instances.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

5.3 The maximum number of lots permitted within the District shall not exceed 1,860 lots. The percentage of lots per Lot Type is as follows:

Lot Type A:	20% Minimum
Lot Type B:	30% Minimum
Lot Type C:	50% Maximum

6.0 Parking Regulations

6.1 Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that shall be located behind the front building line.

7.0 Landscape & Irrigation Regulations

7.1 Residential: The landscape and irrigation requirements for all residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.087 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.2 Non-Residential: The landscape and requirements for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.086 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.3.1 Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E and the following:

- Tree
 - Caddo Maple
 - Golden Raintree
- Other Shrubs
 - Knockout Rose
 - Purple Pixie Loropetalum
 - Golden Dot Euonymus
 - Red Yucca
 - Smoke Tree
 - Butterfly Bush

- Coral Drift Rose
- Pink Skull Cap
- Ground Cover
 - Little Bluestem
 - Weeping Love Grass
 - Mexican Feather

8.0 Open Space Regulations

8.1 General:

- a) Open Space may consist of any pervious areas including landscape reserves, publically accessible detention/ drainage facilities and easements, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped and amenitized on a minimum of three (3) sides. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices. Open space must be maintained through a property ownership association. Open space requirements shall be as listed below:
- b) Open Space Requirements
 - (1) Single Family Open Space Requirements
 - a. A minimum of eighteen (18) acres or one (1) acre per 75 dwelling units, whichever is higher, must be provided for all single family developments.
 - (2) Retail and Office Open Space Requirements
 - a. A minimum of fifteen (15) percent of the total lot area must be provided for retail and office developments.

9.0 Screening Regulations

9.1 Non-Residential: The screening requirement for all non-residential uses shall be a six (6) foot solid masonry wall and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.122 of the City of Celina Zoning Ordinance, as exists or may be amended.

9.2 Residential: The screening requirement for all residential uses shall be a six (6) foot solid masonry wall for lots backing or siding to a Major Arterial, Minor Arterial, Major Collector, and Minor Collector and conform to City of Celina Development Standards and Use Regulations described in Section 14.05.123 of the City of Celina Zoning Ordinance, as exists or may be amended.

9.3 Whenever an off-street parking or vehicular use area abuts a public right-of-way, except a public alley, a perimeter landscape area of at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall provide for grass, turf, shrubbery, seasonal color, and trees.

10.0 Sub-division Regulations

9.1 Development shall meet the standards as required in the City of Celina

Subdivision Ordinance except as follows:

1. Minor Arterial Thoroughfare – All Minor Arterial Thoroughfares shall be a four (4) lane divided roadway within a ninety (90) foot right-of-way that will be dedicated to the City; The Developer/District will be responsible for the construction of two (2) twelve (12) foot lanes in both directions and the construction of required turn lanes at each of the median openings that are related to the residential development. Intersections at other Arterials shall flare to provide additional ten (10) feet of ROW for right turn lanes.
2. Major Collector: – Major collectors shall be a four (4) lane divided roadway within an eight (80) foot right-of-way that will be dedicated to the City.
3. Minor Collector: – Minor collectors shall be an un-divided roadway within a sixty (60) foot right-of-way that will be dedicated to the City.
4. FM 1385 & Parvin: – It is anticipated that right-of-way dedications along FM 1385 and Parvin Road may be required in the future for a midblock right-of-way width of one-hundred twenty (120) feet. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.

Sanitary Sewer Mains

1. Pipe Embedment – the embedment for sewer mains less than fifteen (15) inch shall generally be class B+, and the embedment for sewer mains fifteen (15) inch and greater shall generally be class H, unless otherwise noted by the engineer of record.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Development Services
 CC: Mike Foreman, City Manager
 Date: March 17, 2015
 Re: Wellspring Estates (PD-51) Zoning Request

Action Requested:

Consider and Act Upon an Ordinance Amending the Zoning on 112.286 Acres Situated in the Coleman Watson Survey, Block 4, Tract 51, Abstract No. 945 in Collin County, Texas, to "PD" Planned Development District #52, Generally Located North of FM 1461, West of FM 2478, East of CR 84, and South of Brinkmann Ranch Road. (Wellspring Estates) Liebman

Background Information:

The owner for the property has petitioned for annexation and has submitted an application for a PD Planned Development District with a base district of SF-R Single-Family Residential District. The PD proposes 3 lot products with a maximum number of 325 lots/units on ±112 acres which is an approximate density of 2.9 units per acre. There are larger lots sizes along the north, east, and west boundaries to provide for a buffer from adjacent developments.

	<i>Min. Lot Size</i>	<i>Min. Lot Width</i>	<i>Percentage of Lots</i>
Lot Type 1	7,500 SF	60 feet	75% max. of the developed lot count
Lot Type 2	9,000 SF	65 feet	N/A
Lot Type 3, East	15,000 SF	100 feet	Required along eastern property boundary as illustrated on Concept Plan
Lot Type 3, West	25,000 SF	125 feet	Required along western property boundary as illustrated on Concept Plan

The PD offers a variety of amenities such as increased tree size, board on board fencing, and open space provisions. According to our PD zoning regulations, open space shall be provided at one acre per 75 units. The applicant is proposing over 20 acres of amenitized open space when a minimum of 4.3 acres is required. The amenities shall include landscaping, trees (50 within the open space), shrubs, an eight foot hike and bike trail, seating and arbor areas. The PD also proposed a six foot masonry screening wall along FM 1461/Frontier Parkway.

Public Notifications:

Zoning signs of public hearing notice were erected on the property on December 4, 2014. Public hearing notice was published in The Celina Record on February 13, 2015. No notices were sent to property owners within 200 feet of the subject property because there were no qualifying properties within the city limits according to the most recently approved city tax roll at the time notice was required.

Board Review/Citizen Input:

On January 20, 2015, the Planning and Zoning Commission voted to recommend approval (5-2, Waina and Hangartner opposed).

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

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

Supporting Documents:

Proposed Ordinance, including the following exhibits:

- o EXHIBIT A - Legal Description
- o EXHIBIT B - Zoning Exhibit
- o EXHIBIT C - Concept Plan
- o EXHIBIT D - Landscape and Hardscape Plan
- o EXHIBIT E - Proposed PD Regulations

Staff Recommendation:

Upon Further Review, Staff Has Requested that the Gated Community Concept and Private Streets Being Permitted as a Use be Removed from the PD Development Regulations. the Applicant Has Agreed to This Revision and Staff is Supporting the Increase of the 60 Foot Lots

from 60 Percent of the Total Developed Lot Count to 75 Percent of the Total Developed Lot Count. Staff Recommends Approval of the Ordinance as Illustrated in This City Council Memo.

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

EXHIBIT A

LEGAL DESCRIPTION
Well Spring Estates

BEING, a tract of land situated in the Coleman Watson Survey, Abstract No. 945, in Collin County, Texas, being part of a 81.104 acre tract, as described in Clerks File No. 95-0092267, a 19.93 acre tract, as described in Volume 3790, Page 267 and a 11.252 acre tract, as described in Volume 4973, Page 3420 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod found at the southeast corner of said 81.104 acre tract, being in the north line of F.M. 1461 (90' R.O.W.);

THENCE, North 88°48'02" West, along the north line of said F.M. 1461, for a distance of 29.56 feet, to a concrete highway monument;

THENCE, North 89°20'52" West, continuing along the north line of said F.M. 1461, for a distance of 1836.44 feet, to a 3/4" iron rod found at the southwest corner of said 19.93 acre tract;

THENCE, North 02°53'59" East, departing the north line of said F.M. 1461 and along the west line of said 19.93 acre tract, for a distance of 139.92 feet, to a 1/2 inch iron rod set at the most southerly corner of said 11.252 acre tract;

THENCE, North 32°25'31" West, departing the west line of said 19.93 feet and along the west line of said 11.252 acre tract, for a distance of 288.37 feet, to a 1/2 inch iron rod set;

THENCE, North 18°13'18" West, continuing along said west line, for a distance of 436.57 feet, to a 1/2 inch iron rod found;

THENCE, North 13°42'22" East, continuing along said west line, for a distance of 449.55 feet, to a 1/2 inch iron rod found;

THENCE, North 01°52'22" East, continuing along said west line, for a distance of 320.00 feet, to a 1/2 inch iron rod found;

THENCE, North 13°31'48" West, continuing along said west line, for a distance of 241.26 feet, to a 1/2 inch iron rod found;

THENCE, North 01°52'22" East, continuing along said west line, for a distance of 420.00 feet, to a capped iron rod found at the northwest corner of said 11.252 acre tract;

THENCE, South 89°35'46" East, along the north line of said 11.252 acre tract, at 282.09 feet, passing a 1/2 inch iron rod found at the northeast corner of said 11.252 acre tract same being the

northwest corner of said 81.104 acre tract, and continuing for a total distance of 1441.86 feet, to a capped iron rod found;

THENCE, North 01°50'44" East, for a distance of 421.07 feet, to a capped iron rod found;

THENCE, South 89°22'12" East, for a distance of 700.01 feet, to a 1" iron rod found at the northwest corner of Rolling Meadows Estates, an addition to Collin County, Texas, as described in Cab. N. Pg. 302, in the Plat Records of Collin County, Texas;

THENCE South 01°49'48" West, along the west line of said Rolling Meadows Estates, for a distance of 879.43 feet, to a ¾ inch iron rod found;

THENCE, South 01°41'04" West, at 360.09 feet, passing the southwest corner of said Rolling Meadows Estates and continuing for a total distance of 1755.06 feet, to the POINT OF BEGINNING and containing 112.281 acres of land.

CITY OF CELINA, TEXAS

ORDINANCE 2015-____
WELLSPRING PD-51

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 APPROXIMATELY 112.286 ACRES SITUATED IN THE COLEMAN WATSON SURVEY, BLOCK 4, TRACT 51, ABSTRACT NO. 945 IN COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B," "C," AND "D" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #51; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibits "B" and "C" attached hereto; and incorporated herein; and

WHEREAS, the concept plan, hardscape and landscape plan and development regulations set forth in Exhibit "C," Exhibit "D," and Exhibit "E," 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, #23 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #23.

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 development standards set forth in Exhibit “D”; the concept plan 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” and depicted on Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7

PENALTY

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

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

SECTION 8

CUMULATIVE REPEALER CLAUSE

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

SECTION 9

SAVINGS CLAUSE

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

SECTION 10

SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

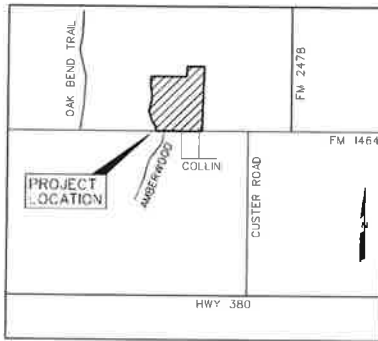
ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas



LOCATION MAP

NOTE:
NO FLOOD PLAN EXISTS ON
SITE PER FEMA MAP NO. 48085C0140J
DATED JUNE 2, 2009

0 200 400 800
SCALE: 1" = 400'

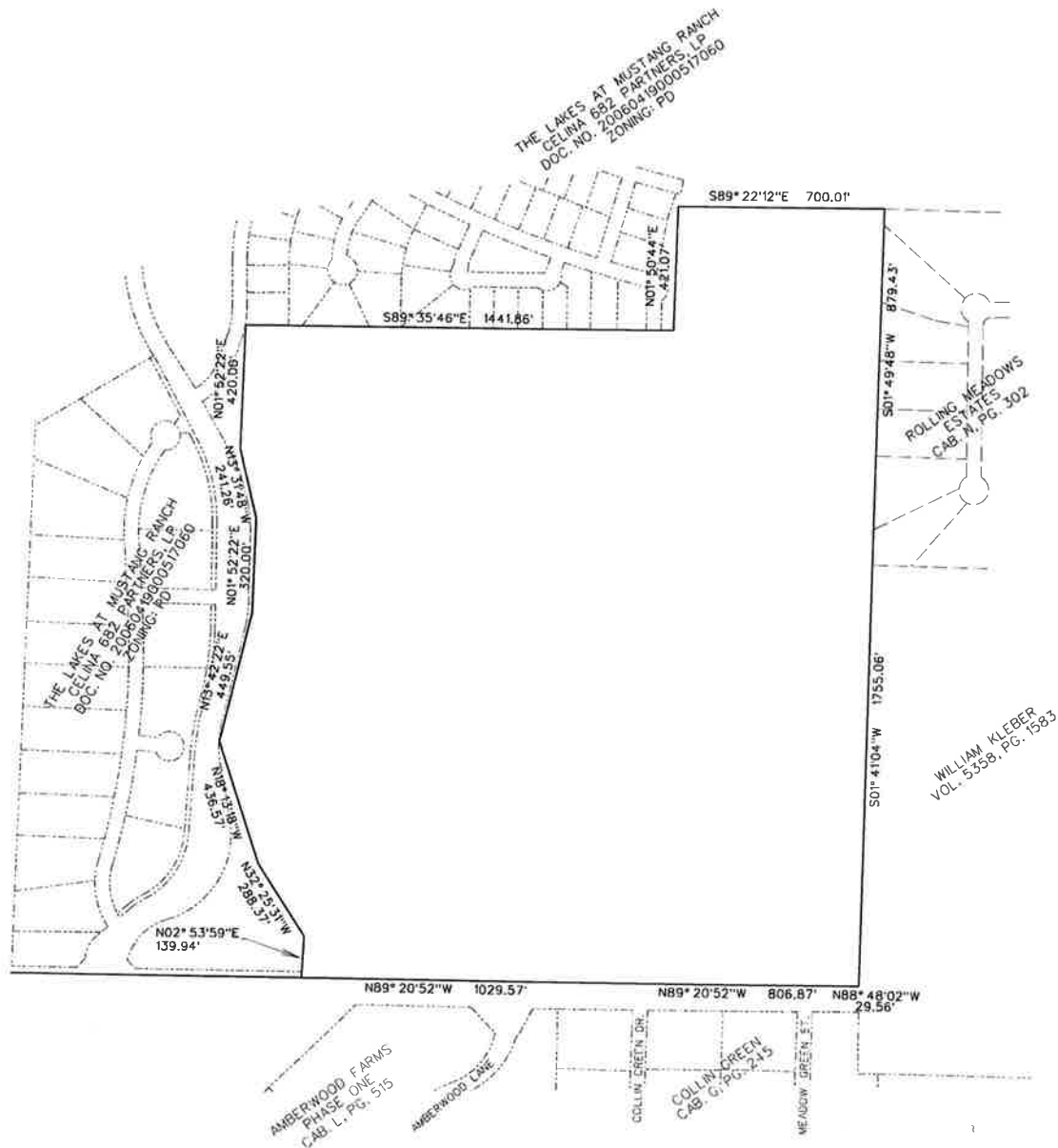


EXHIBIT B Zoning Exhibit

WELLSPRING ESTATES

OUT OF THE
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
IN THE

COLLIN COUNTY, TEXAS

APPLICANT

FRASER CAPITAL, LLC.

18208 PRESTON RD, D9461

DALLAS, TEXAS 75252

214-762-5709

OWNER

PROSPER INDEPENDENT SCHOOL DISTRICT

605 E. 7TH STREET

PROSPER, TEXAS 75078

469-219-2000



CORWIN ENGINEERING, INC.

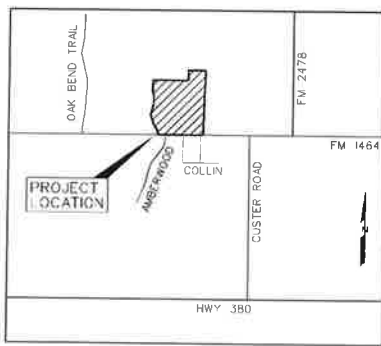
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200

CITY CASE NO. _____

JANUARY 2015

SCALE: 1"=400'

Packet Pg. 193



LOCATION MAP

NOTE:
NO FLOOD PLAIN EXISTS ON
SITE PER FEMA MAP NO. 48085C0140J
DATED JUNE 2, 2009

0 200 400 800
SCALE: 1" = 400'



EXHIBIT C Concept Plan

WELLSPRING ESTATES

OUT OF THE
COLEMAN WATSON SURVEY, ABSTRACT NO. 945
IN THE

COLLIN COUNTY, TEXAS

APPLICANT

FRASER CAPITAL, LLC.

18208 PRESTON RD, D9161
DALLAS, TEXAS 75252
214-762-5709

OWNER

PROSPER INDEPENDENT SCHOOL DISTRICT

605 E. 7TH STREET
PROSPER, TEXAS 75078
469-219-2000



CORWIN ENGINEERING, INC.

200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200

CITY CASE NO. _____

JANUARY 2015

SCALE: 1"=400'

Packet Pg. 194

Exhibit "E"
Planned Development Standards
Wellspring Estates
Celina, Texas

1.0 Planned Development- Residential- 112 acres

- 1.1 General Description: The development is intended to accommodate variable lot sizes for single family residential uses. The base zoning district for the Planned Development District PD shall meet the standards of the Single Family Residential (SF-R) district established in the Celina Zoning ordinance as exists or may be amended. The following regulations shall also be applicable.

Section 1.1 shall reference the PD Planned Development District Sec. 14.03.031 and SF-R Single-Family Residential District Sec. 14.03.008.

- 1.2 The concept plan shall identify the divided entry to require a TIA submitted to the city and TxDOT for approval.

- 1.3 Density: The overall number of residential units shall not exceed three hundred twenty-five (325). Permitted lot sizes to be 60s, 70s, 100s and 125s. 60s will not exceed 75% of the total developed lot count.

- 1.4 Permitted Uses: Land uses permitted within residential uses within this development are as follows:

- 1.4.1 Residential as described within.
- 1.4.2 Private or public recreation facilities.
- 1.4.3 Churches or rectories.
- 1.4.4 Utility distribution lines and facilities.
- 1.4.5 Parks, play grounds and neighborhood recreation facilities including, but not limited to swimming pools, club house facilities, amenity centers and tennis courts.
- 1.4.6 Fire stations and public safety facilities.
- 1.4.7 Real Estate Sales offices during the development and marketing of the community.
- 1.4.8 Temporary buildings and uses incidental to construction work on the premises, which shall be removed upon completion.
- 1.4.9 Garages may face the street if they are in line with the main structure or set back from the main structure.

- 1.5 Conditional Uses:

- 1.5.1 Schools-public or state or private accredited, including lighted athletic fields and structures

- 1.6 Prohibited Uses:

- 1.6.1 Accessory dwelling

- 1.7 Required Parking: Parking requirements for single family development shall be as follows: two (2) off street parking spaces shall be provided on the same lot as the main structure and shall be set back a minimum of twenty-one (21) feet from the

street right of way. In conjunction with this requirement, a two (2) car garage shall be provided for each unit. Garage parking shall be behind the front yard building line and in line with or behind the front/side of the façade as defined within the PD.

1.8 Building Materials:

- 1.8.1 **Masonry:** 100% masonry is required on facades facing, siding and backing a public street.
A minimum of ninety percent (90%) of the total exterior wall surfaces of all main structures shall have an exterior finish of glass, natural and/or cultured stone, stucco, brick or any combination thereof. The use of wood as an accent exterior material shall be limited to a maximum of five percent (5%) of the total exterior wall surfaces.
- 1.8.1 **Roofing Materials:** Wood roofing materials shall not be permitted within the development.

1.9 Single Family Lot Type 1: Single family lot Type 1 is a form of single family, detached housing. Building and area requirements are as follows:

- 1.9.1 **Minimum Dwelling Size:** The minimum area of the main building shall be seventeen hundred (1700) square feet, exclusive of garages, breezeways and porticos.
- 1.9.2 **Lot Area:** The minimum area of lot shall be seven thousand five hundred (7500) square feet.
- 1.9.3 **Lot coverage:** In no case shall be more than fifty-five percent (55%) of the total lot area covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.
- 1.9.4 **Lot Width:** The typical minimum width of lot shall be sixty feet (60') at the front building line, except that a lot at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of fifty five feet (55') at the building line; provided all other requirements of this section are fulfilled.
- 1.9.5 **Lot Depth:** The typical minimum lot depth shall be one hundred twenty feet (120'), except that a lot at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum depth, measured at mid points on front and rear lot lines, of eighty five feet (85') at the building line; provided all other requirements of this section are fulfilled.
- 1.9.6 **Front Yard:** The minimum depth of the front yard shall be twenty five feet (25'). Key lots shall have two (2) front yards.
- 1.9.7 **Side Yard:** The minimum side yard on each side of the lot shall be five feet (5'). A side yard adjacent to a street shall be a minimum of fifteen feet (15').
- 1.9.8 **Rear Yard:** The minimum depth of the rear yard shall be ten feet (10').
- 1.9.9 **Maximum Building Height:** Buildings shall be a maximum of two and one-half (2 ½) stories. The maximum building height shall be forty feet (40'). Accessory structure twenty-five (25) feet.

1.10 Single Family Lot Type 2: Single family lot Type 2 is a form of single family, detached housing. Building and area requirements are as follows:

- 1.10.1 Minimum Dwelling Size: The minimum area of the main building shall be nineteen hundred (1900) square feet, exclusive of garages, breezeways and porticos.
- 1.10.2 Lot Area: The minimum area of lot shall be nine thousand (9000) square feet.
- 1.10.3 Lot coverage: In no case shall be more than fifty five percent (55%) of the total lot area covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.
- 1.10.4 Lot Width: The typical minimum width of lot shall be seventy feet (70') at the front building line, except that a lot at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of sixty-five feet (65') at the building line; provided all other requirements of this section are fulfilled.
- 1.10.5 Lot Depth: The typical minimum lot depth shall be one hundred twenty feet (120'), except that a lot at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum depth, measured at mid points on front and rear lot lines, of one hundred feet (100') at the building line; provided all other requirements of this section are fulfilled.
- 1.10.6 Front Yard: The minimum depth of the front yard shall be twenty five feet (25'). Key lots shall have two (2) front yards.
- 1.10.7 Side Yard: The minimum side yard on each side of the lot shall be five feet (5'). A side yard adjacent to a street shall be a minimum of fifteen feet (15').
- 1.10.8 Rear Yard: The minimum depth of the rear yard shall be ten feet (10').
- 1.10.9 Maximum Building Height: Buildings shall be a maximum of two and one-half (2 ½) stories. The maximum building height shall be forty feet (40'). Accessory structure twenty-five (25) feet.
- 1.11 Single Family Lot Type 3 (East): Single family lot Type 3E is a form of single family, detached housing. Building and area requirements are as follows:
 - 1.11.1 Minimum Dwelling Size: The minimum area of the main building shall be two thousand (2000) square feet, exclusive of garages, breezeways and porticos.
 - 1.11.2 Lot Area: The minimum area of lot shall be fifteen thousand (15000) square feet.
 - 1.11.3 Lot coverage: In no case shall be more than fifty percent (50%) of the total lot area covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.
 - 1.11.4 Lot Width: The typical minimum width of lot shall be one hundred feet (100') at the front building line, except that a lot at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of eighty feet (80') at the building line; provided all other requirements of this section are fulfilled.
 - 1.11.5 Lot Depth: The typical minimum lot depth shall be no less than one hundred forty feet (140'), except that a lot at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum depth, measured

at mid points on front and rear lot lines, of one hundred thirty (130') at the building line; provided all other requirements of this section are fulfilled.

- 1.11.6 Front Yard: The minimum depth of the front yard shall be thirty feet (30'). Key lots shall have two (2) front yards.
- 1.11.7 Side Yard: The minimum side yard on each side of the lot shall be ten feet (10'). A side yard adjacent to a street shall be a minimum of fifteen feet (15').
- 1.11.8 Rear Yard: The minimum depth of the rear yard shall be twenty five feet (25').
- 1.11.9 Maximum Building Height: Buildings shall be a maximum of two and one-half (2 ½) stories. The maximum building height shall be forty feet (40'). Accessory structure twenty-five (25) feet.

1.12 Single Family Lot Type 3 (West): Single family lot Type 3W is a form of single family, detached housing. Building and area requirements are as follows:

- 1.12.1 Minimum Dwelling Size: The minimum area of the main building shall be two thousand four hundred (2400) square feet, exclusive of garages, breezeways and porticos.
- 1.12.2 Lot Area: The minimum area of lot shall be twenty five thousand (25,000) square feet.
- 1.12.3 Lot coverage: In no case shall be more than fifty percent (50%) of the total lot area covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.
- 1.12.4 Lot Width: The typical minimum width of lot shall be one hundred twenty-five feet (125') at the front building line, except that a lot at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of eighty feet (80') at the building line; provided all other requirements of this section are fulfilled.
- 1.12.5 Lot Depth: The typical minimum lot depth shall be no less than two hundred feet (200'), except that a lot at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum depth, measured at mid points on front and rear lot lines, of one hundred thirty (130') at the building line; provided all other requirements of this section are fulfilled.
- 1.12.6 Front Yard: The minimum depth of the front yard shall be thirty feet (30'). Key lots shall have two (2) front yards.
- 1.12.7 Side Yard: The minimum side yard on each side of the lot shall be ten feet (10'). A side yard adjacent to a street shall be a minimum of fifteen feet (15').
- 1.12.8 Rear Yard: The minimum depth of the rear yard shall be fifty feet (50'). Accessory structures are not permitted within the Rear Yard setback.
- 1.12.9 Maximum Building Height: Buildings shall be a maximum of two and one-half (2 ½) stories. The maximum building height shall be forty feet (40'). Accessory structure twenty-five (25) feet.

1.13 Internal Utilities for Development: All franchise utilities within the development shall be underground.

1.14 Landscape Requirements: All development within PD District shall comply with the following:

- 1.14.1 Building Lot Tree Requirements: Trees are required to be planted by the homebuilder in the front yard of all lots per the following:
 - 1.14.1.1 Lot Type 1- two, 4" caliper trees, measured at 12 inches above ground, both in the front of the home on the lot.
 - 1.14.1.2 Lot Type 2 - two, 4" caliper trees, measured at 12 inches above ground, both in the front of the home on the lot.
 - 1.14.1.3 Lot Type 3 East - two, 4" caliper trees, measured at 12 inches above ground, both in the front of the home on the lot.
On Lot Type 3 East lots, backing East property line of the community specifically, two (2) additional 4" caliper trees, measured at 12" above ground, will be required within the rear yard twenty five (25) foot setback and evenly spaced.
 - 1.14.1.4 Lot Type 3 West - two, 4" caliper trees, measured at 12 inches above ground, both in the front of the home on the lot.
On Lot Type 3 West lots, backing West property line of the community specifically, two (2) additional 5" caliper trees, measured at 12" above ground, will be required within the rear yard fifty (50') foot setback and evenly spaced.
 - 1.14.1.5 Trees species shall be Live Oak trees.
 - 1.14.1.6 Lot Type 2 - two, 4" caliper trees, measured at 12 inches above ground, both in the front of the home on the lot.
- 1.14.2 Lot Type 3 East - two, 4" caliper trees, measured at 12 inches above ground, both in the front of the home on the lot
- 1.14.3 Building Lot Ornamental trees and Shrub Requirements: Ornamental trees and shrubs are required to be planted by the homebuilder in the front yard of all lots per the following:
 - 1.14.3.1 All Lot Types:
 - 1.14.3.1.1 Two, 8-10' Ornamental Trees in the front of the home on the lot.
 - 1.14.3.1.2 Two 6-8' Ornamental Trees in the front of the home on the lot.
 - 1.14.3.1.3 Two 7 gallon Ornamental trees or shrubs in the front of the home on the lot.
 - 1.14.3.1.4 Minimum 4 gallon shrubs are required in the front of the home on the lot. All shrubs shall be enclosed in a planting bed area.
 - 1.14.3.1.5 Any portion of the Lot that is not covered by foundation, drive, patio or planting bed shall be solid sod.
 - 1.14.3.1.6 All landscaped areas shall be irrigated by an underground automatic irrigation system
- 1.14.4 Open Space Tree Requirements: Trees are required to be planted by the developer per the following schedule:
 - 1.14.4.1 Trees shall be planted randomly in the open space between the roads and open spaces. The trees will be a minimum of a 4" caliper tree. A minimum of 75 trees shall be planted.
 - 1.14.4.2 Tree species shall be one or more of the following types of trees: a Shumard Red Oak, Bur Oak, Live Oak or Chinkapin Oak.

1.15 Fencing Requirements: All development within PD District shall comply with the following:

- 1.15.1 Building Lot Fences are required to be built by the homebuilder per the following:

1.15.1.1 Lot Type1- a minimum 6' board on board cedar fence with top cap, pressure treated rails and iron posts on the side and rear property line. The fencing will be stained Golden Brown. The 6' wood fencing will transition to a 5' gated side yard iron return fence.

1.15.1.2 Lot Type 2 - a minimum 6' board-on-board cedar fence with top cap, pressure treated rails and iron posts on the side and rear property line. The fencing will be stained Golden Brown. The 6' wood fencing will transition to a 5' gated side yard iron return fence.

1.15.1.3 Lot Type 3 – On lots backing to the West property line of the community shall have a 6' masonry wall completed within 90 days of the lots substantial completion or City Acceptance of the lots.

On lots backing to the East property line of the community a minimum 6' board-on-board cedar fence with top cap, pressure treated rails and iron posts on the side and a minimum 8' board cedar fence with top cap, pressure treated rails and iron posts on the rear property line. The fencing will be stained Golden Brown. The 6' wood fencing will transition to a 6' gated side yard iron return fence.

On lots backing to the West property line of the community a minimum 6' masonry wall with columns at the rear and side yard intersection of property lines shall be required.

1.15.2 Lot Fences adjacent to roads opening to or siding an Open Space or Linear Open Space shall comply with the following:

1.15.2.1 All Lot Types will require a 5' iron fence siding or facing the Open Space or Linear Open Space.

1.15.3 Lot Screening backing to FM 1461 and siding the entry road (first tier of lots only) to the community shall be 6' masonry walls with stone columns. Screening and columns will be installed by the developer. The screening and columns shall be HOA owned and HOA maintained. No private fencing will be allowed to conflict with the HOA screening or columns whatsoever.

1.16 Open Space Requirements: All Open Space within the development and within PD District shall comply with the following:

1.16.1 Landscape Requirements:

1.16.1.1 Landscape will be required per the following:

1.16.1.2 Grass or- 100% seeded.

1.16.1.3 Trees- Minimum 4" caliper selected for random placement. A minimum of fifty (50) trees shall be planted.

1.16.1.4 Shrubs- multiple types selected for random placement.

1.16.2 Hardscape will be required as follows:

1.16.2.1 An 8' wide Hike and Bike trail meandering between the pond and open space as illustrated on Exhibit C Landscape Plan.

1.16.2.2 A minimum of two (2) seating areas and plantings in various locations along the hike and bike trail.

1.16.2.3 A minimum of two (2) Arbors and/or a covered shade areas will be located within the open space.

1.17 Linear Open Space Requirements: All Linear Open Space within the development and within PD District shall comply with the following:

1.17.1 Landscape Requirements:

1.17.1.1 Landscape will be required per the following:

1.17.1.2 Grass or 100% seeded.

1.17.1.3 Trees- Minimum 4" caliper selected for random placement. A minimum of twenty-five (25) trees shall be planted.

1.17.1.4 Shrubs- multiple types selected for random placement. A minimum of five (5) shrub placements shall be planted.

1.17.2 Hardscape will be required as follows:

1.17.2.1 An 8' Hike and Bike trail meandering within the linear open space.

1.17.2.2 A minimum of two (2) seated areas and plantings in various locations along the hike and bike trail.

2.0 HOMEOWNERS ASSOCIATION

A Homeowners Association shall be established for the property.

3.0 OPEN SPACE

The PD will provide approximately 18 acres of HOA owned and maintained Open Space. Detention and floodplain area shall count towards open space requirements.

LIST OF EXHIBITS

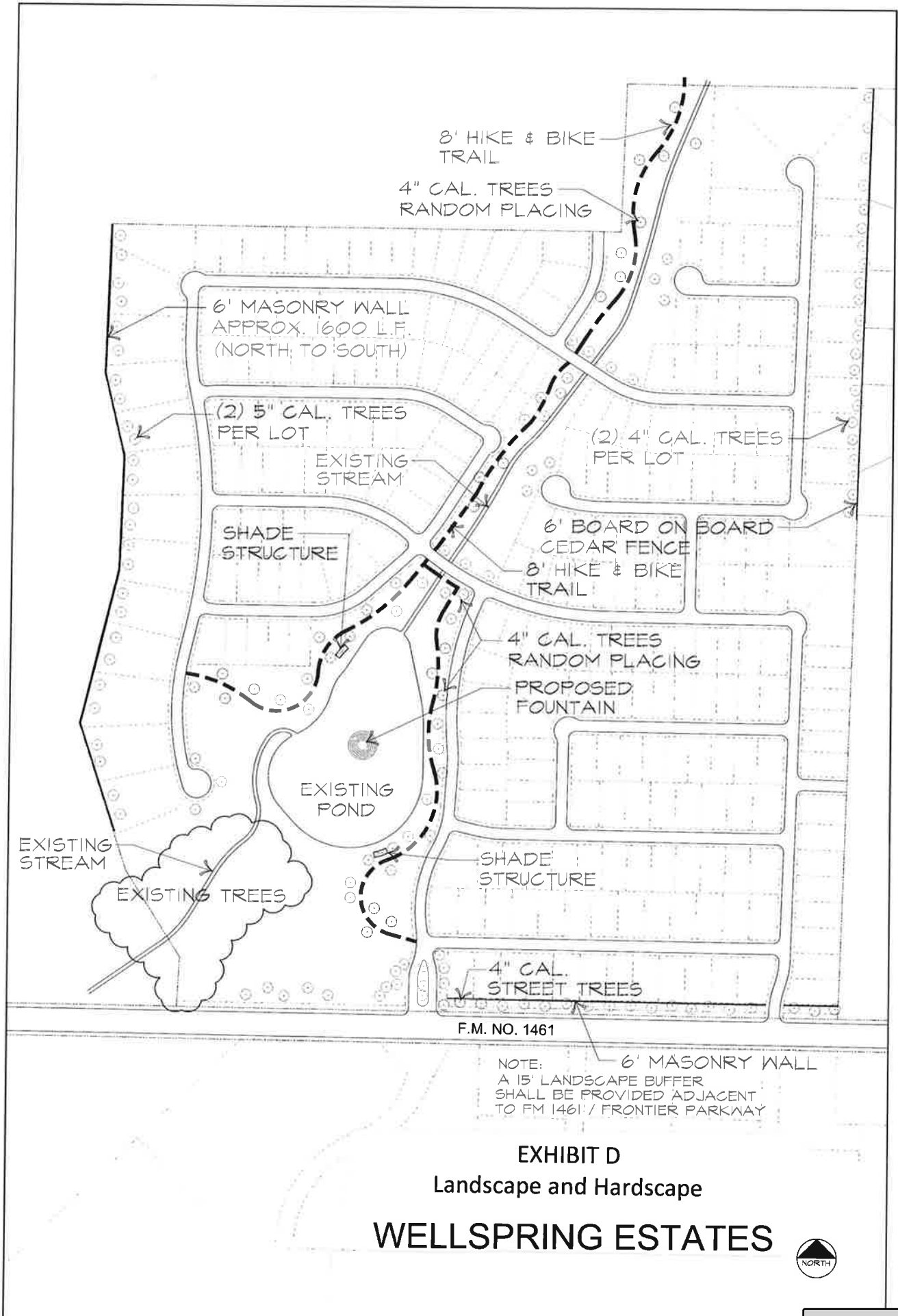
Exhibit A - Legal Description of PD Boundary

Exhibit B - Zoning Exhibit

Exhibit C - Concept Plan

Exhibit D - Landscape and Hardscape Plan

Exhibit E - Development Regulations





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Helen-Eve Liebman, Director of Planning and Development Services
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: Light Farms Phase 3

Action Requested:

Consider and Act Upon a Final Plat for Light Farms Phase 3 (The Cypress and Sage Neighborhoods), Approximately 77.78 Acres Situated in the Collin County School Land Survey No.14, Abstract No. 167 in Collin County, Texas. Liebman

Background Information:

Staff has reviewed the plat and has found that it meets the City's standards for approval. The plat is to create 291 residential lots and twelve (12) open spaces within Light Farms, called the Cypress and Sage Neighborhoods. The applicant will be submitting a revised exhibit changing the name of Cypress Creek Way.

Board Review/Citizen Input:

On February 17, 2015, the Planning and Zoning Commission voted (5-0) to recommend approval of the Final Plat with the condition that the ownership language be corrected.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Final Plat Exhibit

Staff Recommendation:

Staff Recommends on the Condition that the Plat is Not Filed Prior to Final Acceptance of the Subdivision by the City, and a Revised Plat Exhibit is Submitted.

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





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: Consider and act upon and ordinance amending the City's Code of Ordinances, Appendix A, Fee Schedule.

Action Requested:

Consider and Act Upon an Ordinance Amending the City's Code of Ordinances, Appendix A, Fee Schedule to Provide Provisions for Farmers' Market Permits. Liebman

Background Information:

The proposed amendment is to add a health permit fee for farmer's market vendors which sell potentially hazardous foods.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City attorney has reviewed the proposed ordinance and has found it to be acceptable.

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

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

CITY OF CELINA, TEXAS

ORDINANCE 2015-____

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

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

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

WHEREAS, the City has enacted a schedule of fees in order to recover costs attributable to inspection, review, other services provided by the City; and

WHEREAS, the City has determined it is in the public interest to raise its fee schedule to make said fees consistent with the cities actual costs.

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

SECTION 1**INCORPORATION OF PREMISES**

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

SECTION 2**FINDINGS**

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

Attachment: fee schedule, farmers market ordinance (1034 : Farmers Market Health Permit Fee)

SECTION 3 **AMENDMENTS**

- 3.01 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A4.000: Business Related Fees; Section A4.003 Health Permits, shall be amended to add subsection (e) and shall read as follows:

“(e) Farmers’ market potentially hazardous food vendor fee.

(1) \$50.00 Minimum. Includes five (5) event dates.

(2) Additional event dates: \$10.00 each.”

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

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

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

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PENALTY**

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

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

SECTION 8 **PUBLICATION CLAUSE**

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

SECTION 9 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 10 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: fee schedule, farmers market ordinance (1034 : Farmers Market Health Permit Fee)



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: March 17, 2015
Re: Create a New Division 3 Entitled Farmer's Markets. Liebman

Action Requested:

Consider and Take Action on an Ordinance Amending the City's Code of Ordinances; Chapter 6: Health and Sanitation; Article 6.04: Food Establishments; and to Create a New Division 3 Entitled Farmer's Markets. Liebman

Background Information:

Staff has been directed to formulate new requirements for Farmer's Market health permitting requirements. The proposed Ordinance removes the permitting requirements for vendors not selling potentially hazardous food and/or not providing samples to the public.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

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

Supporting Documents:

Farmers Market Permitting Ordinance.

Staff Recommendation:

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

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2015-**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 6: HEALTH AND SANITATION, ARTICLE 6.04: FOOD ESTABLISHMENTS, DIVISION 1: GENERALLY TO CREATE A NEW SECTION 6.04.005 ENTITLED PENALTIES, AND TO CREATE A NEW DIVISION 3 ENTITLED FARMERS' MARKETS REGARDING THE REGULATION OF FOOD PREPARED, STORED, DISTRIBUTED, OR SOLD AT FARMERS' MARKETS; ESTABLISHING PERMITTING REQUIREMENTS AND THE APPLICABILITY OF FEES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 437 of the Texas Health and Safety Code empowers municipalities, counties and public health districts to enforce state law and rules concerning farmers' markets; and

WHEREAS, the City Council desires to amend its current ordinance regarding offenses and nuisances to create a new Division entitled Farmers' Markets; and

WHEREAS, the City Council of the City of Celina desires to enter into this ordinance for the purpose of protecting against public health hazards relating to potentially hazardous foods (PHF's) and to reduce the risk of foodborne illness, and to provide rules to enhance the availability of freshly grown products to consumers; and

WHEREAS, the City Council finds that the adoption of this ordinance is necessary in the interest of public health, safety, and welfare of the citizens.

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

Attachment: Article 6.04 Division 3 Farmers' Markets (1036 : Farmers' Market Ordinance)

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENTS**

3.01 That the That the Celina Code of Ordinances, Chapter 6: Health and Sanitation; Article 6.04 Food Establishments; Division 1: Generally; is hereby amended by adding section 6.04.005 Penalties which shall read as follows:

“Sec. 6.04.005 Penalties

- (a) Administrative penalty. The City health officer may impose an administrative penalty on a person or establishment that the City requires to hold a permit under this article or if the person or establishment violates this article or any regulations adopted under said article.
- (b) Amount of administrative penalty. The amount of the penalty may not exceed \$500.00 per day, and each day a violation continues or occurs is a separate violation for the purpose of imposing a penalty. The procedures for imposing a penalty and the opportunity for judicial review shall be as set forth under section 437.0185 of the Texas Health and Safety Code.
- (c) Criminal offense/penalty. A person commits an offense if the person operates a food service establishment, retail food store, mobile food unit, or roadside food vendor without a permit required by the City. A criminal offense under this section is a class C misdemeanor. Each day on which a criminal offense occurs constitutes a separate offense.”

3.02 That the Celina Code of Ordinances, Chapter 6: Health and Sanitation; Article 6.04 Food Establishments is hereby amended by adding a Division 3: Farmers' Markets which shall read as follows:

“Division 3: Farmers' Markets

Sec. 6.04.044 Purpose; regulations; definitions adopted

- (a) Purpose. Farmers’ markets are exempt from the requirements of a food service establishment and are generally not required to comply with the Texas Food Establishment Rules. However, a local health authority may require permits and enforce temperature

requirements governing potentially hazardous foods. The purpose of this article is to provide adequate health protection for the public through regulations including permitting and food safety regulations pertaining to persons who sell potentially hazardous food at farmers' markets. A farmers' market is a designated location used primarily for the distribution and sale directly to consumers of food by farmers or other producers.

(b) Regulations adopted. To the extent applicable to a farmers' market, there is hereby adopted by reference title 25, part 1, chapter 229, subchapter K, section 229.161, et seq. and subchapter FF, section 229.701, et seq. of the Texas Administrative Code, as amended, which regulate farmers' markets, chapter 433, "Texas Meat and Poultry Inspection Act," applicable provisions of chapter 437, "Regulation of Food Service Establishments, Retail Food Stores, Mobile Food Units, and Roadside Food Vendors" and chapter 438, "Public Health Measures Relating to Food" of the Texas Health and Safety Code.

(c) Potentially hazardous food definition. A potentially hazardous food is a food that requires time and temperature control for safety ("TCS") to limit pathogen growth or toxin production, as further defined in Texas Administrative Code, title 25, part 1, chapter 229, subchapter K, section 229.162(74).

Sec. 6.04.045 Permit requirements; violations

(a) Permit, fee, renewal. A person who intends to sell potentially hazardous food at a farmers' market in the City must obtain from the City a farmers' market potentially hazardous food vendor permit. All permits expire on December 31 each year. The fees for the permits under this section are set by the fee schedule, found in appendix A of this code.

(b) Coordinator. For every farmers' market event, a coordinator must be designated by the company or group operating a farmers' market. The coordinator of the farmers' market is responsible for the day to day operations and monitoring of all food vendors, including TCS food vendors and non-TCS food vendors. The coordinator must submit to the City ten [10] business days in advance a list of all vendors participating and identify each vendor, state the extent to which a vendor will sell or distribute potentially hazardous food, provide food samples, or conduct cooking demonstrations.

(c) Certain activities exempt from permit fee. The permit fee required under subsection (a), above, is waived solely for sampling or cooking demonstrations that are conducted for bona fide educational purposes. A participant must pay the permit fee if the participant:

- (1) Sells potentially hazardous food at the farmers' market; or
- (2) Provides samples or performs cooking demonstrations other than for bona fide educational purposes.

(d) Cottage food operations exempt. To the extent set forth in chapter 437 of the Texas Health and Safety Code and in title 25, part 1, chapter 229, subchapter EE, section 229.661, a cottage food production operation is exempt from the requirements of this article; provided, however,

that the City has authority to act to prevent an immediate and serious threat to human life or health. The City shall maintain a record of a complaint made by a person against a cottage food production operation. An individual who operates a cottage food production operation must have successfully completed a basic food safety education or training program for food handlers accredited under subchapter D, chapter 438 of the Texas Health and Safety Code. A cottage food production operation is required by state regulations to meet certain labeling requirements as set forth in title 25, part 1, chapter 229, subchapter EE, section 229.661(d).

(e) Violations, penalty. Establishments or persons that are not permitted as required under this section may not sell or distribute food at a farmers' market. Any violation of this section or of the regulations set forth in other provisions of this article or adopted hereunder shall subject a violator to penalties as set forth in section 6.04.005 of this code.

Sec. 6.04.046 Meat; poultry and milk

(a) Meat and poultry. In addition to complying with the TCS regulations set forth in section 6.04.047(c), a person who sells or provides samples of meat or poultry or food containing meat or poultry shall comply with Texas Health and Safety Code, chapter 433.

(b) Milk. No raw milk or raw milk products may be sold or provided to a consumer.

Sec. 6.04.047 Cooking demonstrations, samples, temperatures

(a) Cooking demonstrations. Only the holder of a permit issued under this article may conduct a cooking demonstration at a farmers' market. A cooking demonstrator may conduct a cooking demonstration only if:

(1) Regardless of whether the demonstrator provides a sample of food to consumers, the farmers' market that hosts the demonstration:

(A) Has an establishment operator with a valid certification under subchapter D, chapter 438 of the Texas Health and Safety Code supervising the demonstration; and

(B) Complies with subsection (c), below, regarding food temperature; and

(2) A demonstrator may provide a sample of food to consumers only if the demonstrator complies with subsection (b), below, and:

(A) The demonstrator provides a sample (bite-sized) only and not a full serving; and

(B) Samples of food prepared during a demonstration are disposed of not later than two hours after the beginning of the demonstration.

(b) Samples. Only the holder of a permit issued under this article may provide food samples to consumers. In providing samples to consumers, the holder of a permit issued under this article must comply with the following requirements:

- (1) Samples must be distributed in a sanitary manner and must be bite-sized and not full portions.
 - (2) A person preparing produce samples on site must:
 - (A) Wear clean, disposable plastic gloves when preparing samples; or
 - (B) Observe proper handwashing techniques immediately before preparing samples;
 - (3) Produce intended for sampling must be washed in potable water to remove any soil or other visible material;
 - (4) Potable water must be available for washing;
 - (5) Except as set forth in subsection (c), below, potentially hazardous food, as determined by rule of the department, must be maintained at or below 41 degrees Fahrenheit or disposed of within two hours after cutting or preparing; and
 - (6) Utensils and cutting surfaces used for cutting samples must be smooth, nonabsorbent, and easily cleaned or disposed of.
- (c) Food temperatures. Food temperature requirements shall be as set forth in this subsection (c); provided, however, that in any instance where this subsection conflicts with state law or rule, then the state law or rule shall prevail to the extent of the conflict.

- (1) Potentially hazardous food sold, distributed, or prepared on site at a farmers' market, and potentially hazardous food transported to or from a farmers' market shall meet the requirements of this subsection (c).
- (2) Frozen food. Stored frozen foods shall be maintained frozen.
- (3) Hot and cold holding. All potentially hazardous food sold at, prepared on site at, or transported to or from a farm or farmers' market at all times shall be maintained at:
 - (A) For cold, 5 degrees Celsius (41 degrees Fahrenheit) or below; or
 - (B) For hot, 54 degrees Celsius (135 degrees Fahrenheit) or above.
- (4) Cooking of raw animal foods. Raw animal foods shall be cooked to heat all parts of the food to the following temperatures:

- (A) Poultry, ground poultry, stuffing with poultry, meat and fish to 74 degrees Celsius (165 degrees Fahrenheit) for 15 seconds;
- (B) Ground meat, ground pork, ground fish, and injected meats to 68 degrees Celsius (155 degree Fahrenheit) for 15 seconds;
- (C) Beef, pork, meat, fish and raw shell eggs for immediate service to 63 degrees Celsius (145 degrees Fahrenheit) for 15 seconds;
- (D) Prepackaged, potentially hazardous food, that has been commercially processed, to 57 degree Celsius (135 degrees Fahrenheit);
- (E) A raw or undercooked whole-muscle, intact beef steak may be served if:
 - (i) The steak is labeled to indicate that it meets the definition of “whole-muscle, intact beef” as defined in Texas Administrative Code, title 25, chapter 229, subchapter K, section 229.162(115) of this title (relating to definitions); or
 - (ii) The steak is cooked on both the top and bottom to a surface temperature of 63 degrees Celsius (145 degrees Fahrenheit) or above and a cooked color change is achieved on all external surfaces.
- (F) Raw animal foods cooked in a microwave oven shall be:
 - (i) Rotated or stirred throughout or midway during cooking to compensate for uneven distribution of heat;
 - (ii) Covered to retain surface moisture;
 - (iii) Heated to a temperature of at least 74 degrees Celsius (165 degrees Fahrenheit) in all parts of the food; and
 - (iv) Allowed to stand covered for 2 minutes after cooking to obtain temperature equilibrium.
- (5) Cooking fruits and vegetables. Fruits and vegetables that are cooked shall be heated to a temperature of 57 degrees Celsius (135 degrees Fahrenheit).
- (6) Eggs. A farmer or egg producer that sells eggs directly to the consumer shall maintain the eggs at an ambient air temperature of 7 degrees Celsius (45 degrees Fahrenheit) as specified in Texas Administrative Code, title 25, chapter 229, subchapter K, section 229.164(c)(1)(C).

Sec. 6.04.049 Definitions

authorized agent or employee means the employees of the regulatory authority.

farmers' market means a designated location within the jurisdiction of the City of Celina used primarily for the distribution and sale directly to consumers of food by farmers or other producers.

food means an agricultural, apicultural, horticultural, silvicultural, viticultural, or vegetable product for human consumption, in either its natural or processed state, that has been produced or processed or otherwise has had value added to the product in this state.

The term includes:

- a. Fish or other aquatic species;
- b. Livestock, a livestock product, or a livestock by-product;
- c. Planting seed;
- d. Poultry, a poultry product, or a poultry by-product;
- e. Wildlife processed for food or by-products;
- f. A product made from a product described by this subdivision by a farmer or other producer who grew or processed the product; or
- g. Produce.

potentially hazardous food means a food that requires time and temperature control for safety to limit pathogen growth or toxin production as defined in 25 Texas Administrative Code, §229.162.

regulatory authority means the Planning and Development Services department of the City of Celina.

state laws and rules means the state laws found in Chapter 437 of the Texas Health and Safety Code and the state rules found at 25 Texas Administrative Code, Chapter 229, Subchapter FF, Section 229.701-229.704.”

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

SECTION 4

CUMULATIVE REPEALER

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

SECTION 5 **SAVINGS**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, Chapter 6: Health and Sanitation, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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

SECTION 7 **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 8 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of March, 2015.

Sean Terry
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: March 17, 2015
Re: Cancel Special Election

Action Requested:

Consider and Act Upon a Resolution Declaring Unopposed Candidates in the May 9, 2015, Special City Election Elected to Office and Canceling the Election. Faulkner

Background Information:

Filing for the May 9, 2015 Special Election to fill a vacancy for Council Place #1 ended Monday, March 9, 2015. Only one candidate has filed for a place on the ballot.

Board Review/Citizen Input:

N/A

Alternatives:

Continue with the Special Election

Financial Considerations:

Election costs for the General Election remain the same.

Legal Review:

City Attorney has reviewed this resolution

Supporting Documents:

Certification of Unopposed Candidates

Resolution

Staff Recommendation:

Approval of Resolution

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

RESOLUTION NO. 2015- R

A RESOLUTION DECLARING UNOPPOSED CANDIDATES IN THE MAY 9, 2015, SPECIAL ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the special election was called for May 9, 2015, for the purpose of electing a member to the city council; and

WHEREAS, the city secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, UNDER THESE CIRCUMSTANCES, Subchapter C, Chapter 2, Texas Election Code, authorizes the city council to declare the candidate elected to office and cancel the election;

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

Section 1. The following candidate, who is unopposed in the May 9, 2015, special election, is declared elected to office, and shall be issued a certificate of election following the time the election would have been canvassed:

Erik Geiger, Council Place #1

Section 2. The May 9, 2015, special election is canceled, and the city secretary is directed to cause a copy of this ordinance to be posted on Election Day at each polling place that would have been used in the election.

Section 3. It is declared to be the intent of the city council that the phrases, clauses, sentences, paragraphs, and sections of this resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this resolution since the city council would have enacted them without the invalid portion.

Section 4. This resolution shall take effect upon its final passage, and it is so resolved.

PASSED AND APPROVED this 17th day of March, 2015.

Mayor

City Secretary

City Attorney

Attachment: 2015- R Cancel Special Election (1035 : Cancel Election)