



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, MARCH 14, 2017 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Employee introductions/recognitions/retirement (Metdker) (Griggs) (Terry)
- B. 2016 Annual Report/Racial Profiling (Griggs)
- C. Fiscal Year 2015/2016 Audit Presentation (Toutounchian)
- D. Discussion regarding original old water tower on Elm Street (Terry)
- E. Cinco de Mayo request (Terry)
- F. Old Town Neighborhood Association Meeting (Liebman)
- G. Development Project Management Process Policy (Liebman)
- H. Discussion regarding any and/or all agenda items.

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

- A. Discussion regarding City consent to legislation providing for the Board of Municipal Management District No.1 (Old Celina, LTD)
- B. Consider and act upon any items discussed in executive session.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

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

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

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

A. Minutes Approval:

1. City Council - Regular Meeting - Feb 14, 2017 5:00 PM
2. City Council - Public Hearing and Special Meeting - Feb 28, 2017 5:00 PM

- B. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Mark and Lisa Hendricks for approximately 7.386 acres situated in the I.C. Williamson Survey, Abstract No. 0943, Tract 14. (Hendricks Pre-Annexation Agreement) (Liebman)
- C. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Jerry Moore for approximately 15.66 acres situated in the S. McCullough Survey, Abstract No. 0593, Tract 5. (Moore Pre-Annexation Agreement) (Liebman)
- D. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Jerry Moore for approximately 3.00 acres situated in the S. McCullough Survey, Abstract No. 0593, Tract 10. (Moore Pre-Annexation Agreement) (Liebman)
- E. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Jerry Moore for approximately 3.69 acres situated in the S. McCullough Survey, Abstract No. 0593, Tract 11. (Moore Pre-Annexation Agreement) (Liebman)
- F. Consider and act upon creation of a new receptionist/administrative assistant position. (Chaffin)
- G. Consider and act upon a contract Change Order No. 1 by and between the City of Celina and Freese & Nichols, Inc for the Engineering Design for Southeast Sector 2.0 MG EST and waterline Improvements. (Johnson)
- H. Consider and act upon approval of the proposed sale of surplus equipment and vehicles at public auction. (Fourmentin)
- I. Consider and act upon a resolution of the City Council of the City of Celina, Texas, supporting House Bill 1427 which amends Section 41.005 of the Texas Utilities Code to clarify that a municipality may regulate the operations of an Electric Cooperative through the city's zoning ordinance which is a permissible public health, safety, or welfare regulation. (Vanzant)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City of Celina, Texas, amending Chapter 14: Zoning, Article 14.05 Development Standards and Use Regulations; and Article 14.04: Use Regulations to add regulations for solar panels and wind energy systems. (Wind energy/solar panels) (Liebman)

IX. ACTION ITEM:

- A. Consider and act upon approval of the 2016 Fiscal Year Audit. (Toutounchian)
- B. Consider and act upon a resolution approving a development project management process policy. (Liebman)
- C. Consider and act upon an Ordinance of the City Council of the City of Celina Texas amending the City's Code of Ordinances, Appendix A: Fee Schedule, Sec. A6.014 Development agreement application. (Liebman)
- D. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, pursuant to Chapter 311 of the Texas Tax Code, appointing members to the Board of Directors for the Reinvestment Zones created by the City of Celina. (Fort)
- E. Consider and act upon a Construction Plat for Glen Crossing, Phase 1, being approximately 41.814 acres situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, comprised of 159 residential lots, and four (4) open space/common areas. The property is located south of County Road 55 (Glendenning Parkway), and west of County Road 1117, west of Preston Road, and east of Dallas North Tollway. (Glen Crossing Phase 1 Construction Plat) (Liebman)
- F. Consider and act to institute the annexation of a ± 1.0 acre tract of land and half of its adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945. Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of the Rolling Meadows Estates. (Nguyen Tract) (Liebman)
- G. Consider and act upon a resolution of the City of Celina, Texas, setting a public hearing under Section 311.003, 311.007 and 311.011 of the Texas Tax Code to amend the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Four; City of Celina, Texas and to enlarge the boundaries of said Reinvestment Zone; authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing; providing for an effective date; and resolving other matters incident and related thereto. (Sutton Fields II) (Petty)
- H. Consider and act upon a resolution for the City of Celina, Texas, calling for a public hearing on April 11, 2017, to consider an ordinance amending the Sutton Fields II Public Improvement District Service and Assessment Plans (SAP), dated November 10, 2015; directing the City Staff to publish and mail notice of said public hearing; providing for an effective date; and resolving other matters incident and related thereto. (Sutton Fields II) (Petty)
- I. Consider and act upon a request for a Subdivision Ordinance Variance from First Texas Homes and Centurion American Development Group to Section 10.23.122(r)(5) Boundary Streets & Section 10.03.126 (f)(2) Streets, to allow certain portions of roadways adjacent to the Creeks of Legacy, Phase 2C development to be constructed with future phases of development and/or to have funds escrowed for the future construction. (Creeks of Legacy Phase 2C SOV) (Liebman)

- J. Consider and act upon a request for a Subdivision Ordinance Variance from First Texas Homes to Section 10.03.122(m)(1), Culs-de-sac, dead-end streets, to allow an over length cul-de-sac for Creeks of Legacy Phase 2C. The project is located north of Frontier Parkway, west of Dallas Parkway, east of County Road 6 (Legacy Drive), and west of Doe Branch Boulevard. (Creeks of Legacy Phase 2C SOV) (Liebman)
- K. Consider and act upon a resolution approving a Facilities Agreement for Phase 2A and Phase 2C, Creeks of Legacy Subdivision, between the City, and the Developers of Phase 2A and Phase 2C, CADG, Frontier 192, LLC; CTMGT Frontier 80, LLC; and First Texas Homes INC., for the dedication of right of way and installation of public improvements and facilities, providing obligations of the property owners; and authorizing the City Manager to execute all necessary contract documents. (Creeks of Legacy) (Petty)
- L. Consider and act upon a Construction Plat for Creeks of Legacy Phase 2C, being approximately 22.986 acres situated in the WM. Davenport Survey, Abstract No. 262, and the F.D. Gary Survey, Abstract No. 361, Collin County, Texas, comprised of sixty-six (66) residential lots and one (1) open space/common area. The property is located north of Frontier Parkway, west of Dallas Parkway, east of County Road 6 (Legacy Drive), and west of Doe Branch Boulevard. (Creeks of Legacy Phase 2C Construction Plat) (Liebman)

X. ADJOURNMENT:

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

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

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

Date Notice Removed



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: March 14, 2017
Re: Discussion of Development Project Management Process Policy.

Action Requested:

Development Project Management Process Policy (Liebman)

Staff Recommendation:

N/A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: March 14, 2017
Re: Legislative Changes to Old Celina MMD Board

Action Requested:

Discussion regarding City consent to legislation providing for the Board of Municipal Management District No.1 (Old Celina, LTD)

Staff Recommendation:



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, FEBRUARY 14, 2017 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Mayor Terry called the meeting to order at 5:03 pm and announced a quorum present.

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Alma Jo and Ronnie Scott -Thank you to Fire Department (Metdker)

Fire Chief Mark Metdker and members of the Fire Department were recognized and thanked by Alma Jo and Ronnie Scott for their quick response to Mr. Scott's medical emergency which contributed to a positive outcome for him.

B. Facilities Master Plan (Chaffin)

Mayor Terry noted the importance of planning for future city facilities in times of high growth.

C. Downtown Neighborhood Empowerment Zone (Liebman)

Councilman Andy Hopkins explained the vision and proposed incentives for encouraging residents and businesses to invest in the downtown area.

D. Old Town Neighborhood Association (Liebman)

Director of Planning and Development Services Helen-Eve Liebman and Councilman Andy Hopkins presented an association idea to help the downtown residents and businesses come together as a group to relay information and have a voice in local issues.

E. Discussion regarding any and/or all agenda items

No other items were discussed.

III. EXECUTIVE SESSION:

Minutes Acceptance: Minutes of Feb 14, 2017 5:00 PM (Minutes Approval)

The Celina City Council convened into Executive Session at 5:31 pm with City Attorneys Lance Vanzant and Julie Fort, and City Consultants Trent and Mary Petty. Mayor Terry recused himself at 6:13 pm from the session during the discussion of items B and D due to a conflict of interest.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

- A. Settlement of claims related to Dynavest Joint Venture and proposed Resolution in support of special legislation creating and consenting to the creation of Municipal Management District No. 3. (Dynavest) (Petty)

(2017-06R)

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

- B. Discussion regarding an amendment to the CADG Sutton Fields II, LLC Development Agreement, and seeking legal counsel related to outstanding financial matters. (Sutton Fields) (Petty)
- C. Discussion regarding an Economic Development Agreement with Tollway/Outer Loop, L.P. and seeking legal counsel to related matters. (Sutton Fields) (Petty)
- D. Proposed Facilities Agreement between Mustang Special Utility District, CADG Sutton Fields II, LLC, and the City of Celina related to water and wastewater service and infrastructure. (Sutton Fields) (Petty)

Reconvene into Open Session:

The City Council reconvened into Open Session at 6:45 pm.

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

Item A - (Resolution 2017-06R) was approved.

Item B - Councilman Nabors moved to authorize City Staff and City Consultants to communicate conditions discussed. Councilman Webber seconded. Motion carried. 5-yes;0-no.

Item C - no action

Item D - no action

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Councilman Nabors gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

Minutes Acceptance: Minutes of Feb 14, 2017 5:00 PM (Minutes Approval)

Jack Ousley of Celina thanked staff for their work on the Neighborhood Empowerment Zone and Old Town Neighborhood Association highlighting the historic district. He would like the Historic Preservation Commission and Main Street Program to be a part of it and recommends new builds in the area go before a review board.

Vince Rojas of Celina asked if the City would consider allowing the holding of baseball tournaments at the baseball parks after the spring season.

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Jan 10, 2017 5:00 PM
2. City Council - Public Hearing and Special Meeting - Jan 17, 2017 5:00 PM

B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Celina Independent School District and Marilee SUD, a Joint Election Agreement by and among the City of Celina, Celina Independent School District, Collin College District, Collin County MUD #1, and Marilee SUD and a Joint Election Agreement by and among the City of Celina and Denton County Elections Administrator and political subdivisions of Denton County. (Faulkner)

C. Consider and act to ratify cancellation of a contract by and between the City of Celina and Focused Advocacy for legislative services. (Chaffin)

D. Consider and act upon award of qualifications to Dunkin Sims Stoffels for design and development of the Old Celina Park Expansion and authorize the city manager to negotiate and execute a contract. (Davis)

E. Consider and act upon an ordinance of the City of Celina, Texas, granting to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Celina, Collin and Denton counties, Texas, and to transport, deliver, sell, and distribute gas in and out of and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways. (Toutouchian).

(2017-10)

F. Consider and act upon creating two Firefighter/EMT positions to reduce current overtime costs. (Metdker)

G. Consider and act upon an ordinance of the City Council of the City of Celina, Texas amending the City's Code of Ordinances, Appendix A: Fee Schedule, related to water and wastewater utility fees. (Toutouchian)

(2017-11)

Minutes Acceptance: Minutes of Feb 14, 2017 5:00 PM (Minutes Approval)

- H. Consider and act upon award of qualifications to Brinkley Sargent Wiginton Architects for the Master City Facilities Plan and authorize the city manager to negotiate and execute a contract. (Chaffin)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City Council of the City of Celina, Texas, 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 an approximately 2.559 acre tract of land from AG, Agriculture zoning district to RO, Retail and Office zoning district. The property is situated in the Coleman Watson Survey, Abstract 945, Collin County, Texas. The property is generally located at the northwest corner of Frontier Parkway and FM 2478 (Future Custer Road), Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned RO, Retail and Office. (Joel Field Zoning) (Liebman)

(2017-12) Mayor Terry opened the hearing at 6:50 pm. No public comment was received. The hearing was closed at 6:51 pm.

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

- B. The Celina City Council will conduct two Public Hearings at 5:00 and 5:05 to consider testimony on the proposed annexations of a 1 acre tract of land and half of adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of the Rolling Meadows Estates. (Nguyen Tract) (Liebman)

Mayor Terry opened the first hearing at 6:51 pm. No public comment was received. The hearing was closed at 6:53 pm.

Mayor Terry opened the second hearing at 6:53 pm. No public comment was received. The hearing was closed at 6:53 pm.

- C. Conduct a public hearing to consider testimony and take action on the creation of a Public Improvement District for Cambridge Crossing, a 484.047 acre tract of land, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The land is generally located west of Dallas Parkway, north of Punk Carter Parkway, and east of County Road 6. (Cambridge Crossing) (Petty)

Mayor Terry opened the hearing at 6:54 pm. No public comment was received. Councilman Nabors moved to continue the hearing to February 28th. Councilman Hopkins seconded. Motion carried. 5-yes;0-no.

- D. The City of Celina will conduct a public hearing on the proposed assessments to be levied against the assessable property within the Parks at Wilson Creek Public Improvements District (PID) and a final Service and Assessment Plan, pursuant to the Provisions of Chapter 372 of the Texas Local Government Code. The PID contains approximately 669.66 acres of land generally east of Preston Road and north of the future Collin County Outer Loop. (Parks at Wilson Creek) (Petty)

Mayor Terry opened the hearing at 6:54 pm. No public comment was received. The hearing was closed at 6:55 pm.

Minutes Acceptance: Minutes of Feb 14, 2017 5:00 PM (Minutes Approval)

IX. ACTION ITEM:

- A. Consider and act upon an ordinance of the city Council of the City of Celina accepting and approving a Service and Assessment Plan and Assessment Roll for the Parks at Wilson Creek Public Improvement District (PID); making a finding of special benefit to the property in the district; levying special assessment against property within the district and establishing a lien on such property; providing for the method of assessment and the payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, provide for severability and providing an effective date. (Parks at Wilson Creek) (Petty)

(2017-13)

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

- B. Consider and act upon a resolution dissolving the original Parks at Wilson Creek Public Improvement District (PID) due to the creation of the new Parks at Wilson Creek Public Improvement District authorized by City Council Resolution No. 2015-38R and resolving other matters incident thereto. (Parks of Wilson Creek) (Petty)

(2017-07R)

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

- C. Consider and act upon a request for a Subdivision Ordinance Variance from Pointe Land & Development to Section 10.23.122(m)(1) Culs-de-sac, dead-end streets, to allow an over length cul-de-sac. The project is located at the northwest intersection of CR 100 and CR 97 (Coit Road) (Buffalo Ridge) (Liebman)

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

- D. Consider and act upon an resolution establishing a Neighborhood Empowerment Zone. (Liebman)

(2017-08R)

Minutes Acceptance: Minutes of Feb 14, 2017 5:00 PM (Minutes Approval)

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

- E. Consider and act upon a Final Plat for Lilyana (Wells South), being approximately 95.68 acres situated in the Jonathan Westover Survey, Abstract No. 1030 & W. Wilhite Survey, Abstract No. 1002, Collin County, Texas, comprised of 293 residential lots, seven (7) open space lots, and one (1) amenity center lot. The property is generally located north of Frontier Parkway, east of County Road 83, and west of County Road 84. (Lilyana Final Plat) (Liebman)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Chad Anderson, Place 6
AYES: Koehne, Hopkins, Webber, Anderson, Nabors

- F. Consider and act upon a Construction Plat for Creeks of Legacy West, Phase 1, being approximately 54.131 acres situated in the J. McKinn Survey, Abstract No. 889, W. Phillips Survey, Abstract No. 1029, and the A. Thomasson Survey, Abstract No. 1265, Denton County, Texas, comprised of 188 residential lots and nine (9) open space/common areas. The property is located north of Frontier Parkway, and to the west of Legacy Drive. (Creeks of Legacy West Construction Plat) (Liebman)

Mayor Terry recused himself from Item F due to a conflict of interest at 7:04 pm. Councilman Nabors moved to approve Item F contingent on the landscape plans being approved prior to construction.

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

X. ADJOURNMENT:

There being no further comment Mayor Pro Tem Anderson adjourned the meeting at 7:06 pm.

 Sean Terry, Mayor

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

 Date Minutes Approved



**NOTICE OF
CITY COUNCIL PUBLIC HEARING AND SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, FEBRUARY 28, 2017 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Mayor Terry called the meeting to order and announced a quorum at 5:04 p.m.

II. PUBLIC HEARING:

- A. The Celina City Council will continue a public hearing to consider testimony regarding the creation of a Public Improvement District for Cambridge Crossing, a 484.047 acre tract of land, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The land is generally located west of Dallas Parkway, north of Punk Carter Parkway, and east of County Road 6. (Cambridge Crossing) (Petty)

Mayor Terry opened the hearing at 5:04 p.m. Dale Bainum of 3541 Heritage Trail asked questions related to the Development Agreement for the Cambridge Crossing Development. Mayor Terry closed the hearing at 5:14 p.m.

III. ACTION:

- A. Consider and act upon a resolution approving a Development Agreement between the City of Celina and Tollway/Outer Loop, L.P., a Texas limited partnership, related to approximately 552 acres of land and related public improvements. (Cambridge Crossing) (Petty)

Minutes Acceptance: Minutes of Feb 28, 2017 5:00 PM (Minutes Approval)

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

- B. Consider and act upon a resolution of the City of Celina, Texas, authorizing and creating the Cambridge Crossing Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matter; and providing an effective date. (Cambridge Crossing) (Petty)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chad Anderson, Place 6
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Webber, Roberts, Anderson
ABSENT:	Hopkins, Nabors

IV. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 5:16 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Feb 28, 2017 5:00 PM (Minutes Approval)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: 7.386 Acre Hendricks Tract Pre-Annexation Agreement

Action Requested:

Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Mark and Lisa Hendricks for approximately 7.386 acres situated in the I.C. Williamson Survey, Abstract No. 0943, Tract 14. (Hendricks Pre-Annexation Agreement) (Liebman)

Background Information:

Texas local government code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the city to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval as presented.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0943 I C Williamson Survey, Tract 14, 7.386 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as two segments by Collin County Central Appraisal District, with "Land Segment 1" being 1.00 acres and "Land Segment 2" being 6.3860 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City

property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may maintain the residential structure being approximately 4,337 square feet total, storage building being approximately 800 square feet total and barn being approximately 225 square feet total on the 1.000 acres designated as "Land Segment 1" by Collin County Appraisal District.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation

proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
 Name: Rick Chaffin
 Title: Interim City Manager
 Date: _____

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

 Notary Public in and for the State of TEXAS

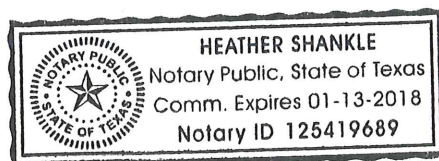
OWNER 1: MARK HENDRICKS

By: *Mark Hendricks*
 Name: Mark Hendricks
 Title: Owner
 Date: 1/24/17

THE STATE OF TEXAS §
 §
 COUNTY OF Collin §

This instrument was acknowledged before me on January 24, 2017, by Mark Hendricks, owner of said Property.

Heather Shankle
 Notary Public in and for the State of TEXAS



OWNER 2: LISA HENDRICKS

By: Lisa Hendricks

Name: Lisa Hendricks

Title: Owner

Date: 1-24-17

THE STATE OF TEXAS

§

COUNTY OF Collin

§

§

This instrument was acknowledged before me on January 24, 2017, by
Lisa Hendricks, owner of said Property.

Heather Shankle

Notary Public in and for the State of TEXAS

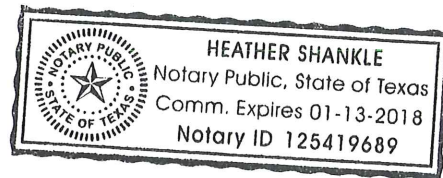
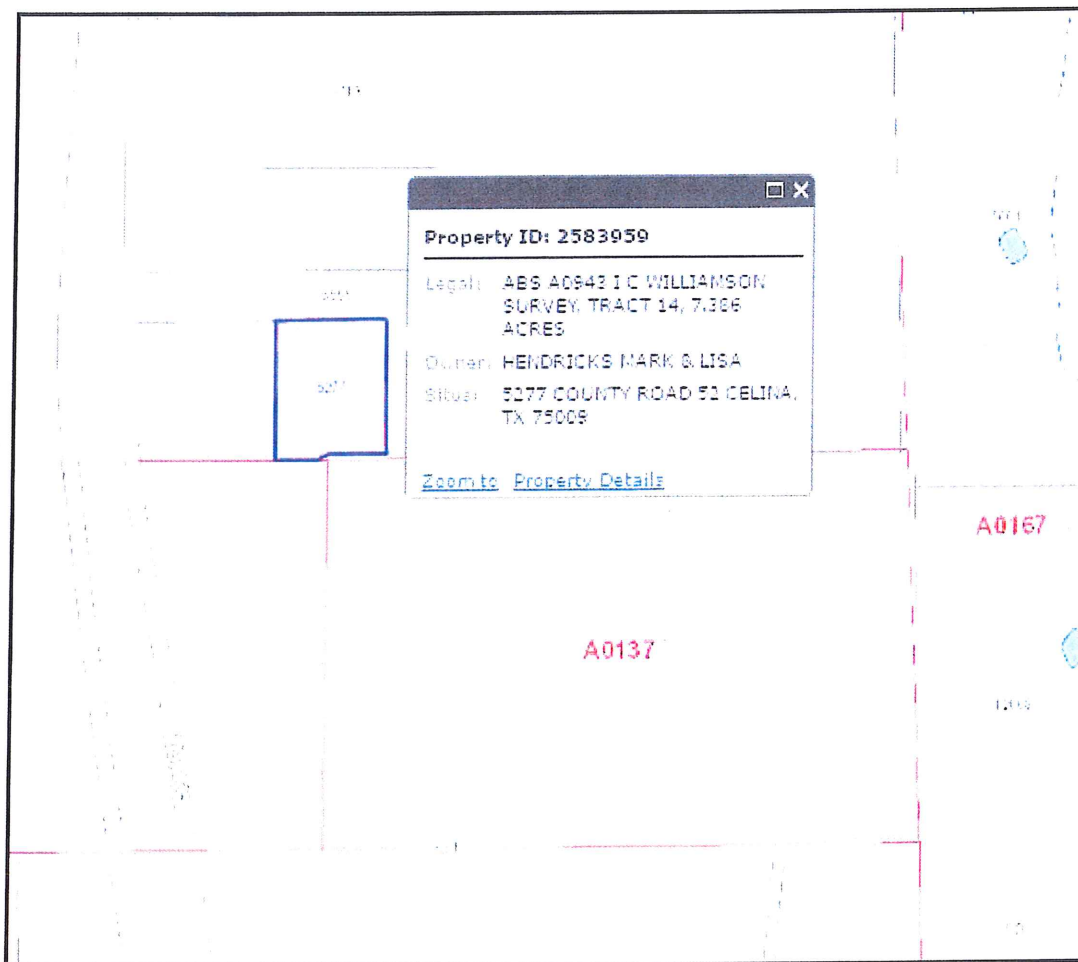


EXHIBIT "A"





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: 15.66 Acre Moore Tract Pre-Annexation Agreement

Action Requested:

Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Jerry Moore for approximately 15.66 acres situated in the S. McCullough Survey, Abstract No. 0593, Tract 5. (Moore Pre-Annexation Agreement) (Liebman)

Background Information:

Texas local government code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the city to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval as presented.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0593 S McCullough Survey, Tract 5, 15.66 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 15.66 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would

otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
 Name: Rick Chaffin
 Title: Interim City Manager
 Date: _____

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

 Notary Public in and for the State of TEXAS

OWNER: JERRY L. MOORE

By: Jerry L Moore
 Name: Jerry L. Moore
 Title: Owner
 Date: 1-24-17

THE STATE OF TEXAS §
 §
 COUNTY OF Collin §

This instrument was acknowledged before me on January 24, 2017, by Jerry Moore, owner of said Property.

Heather Shankle
 Notary Public in and for the State of TEXAS

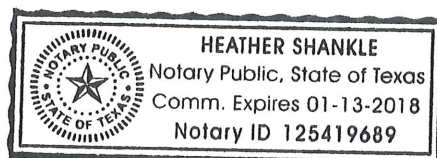
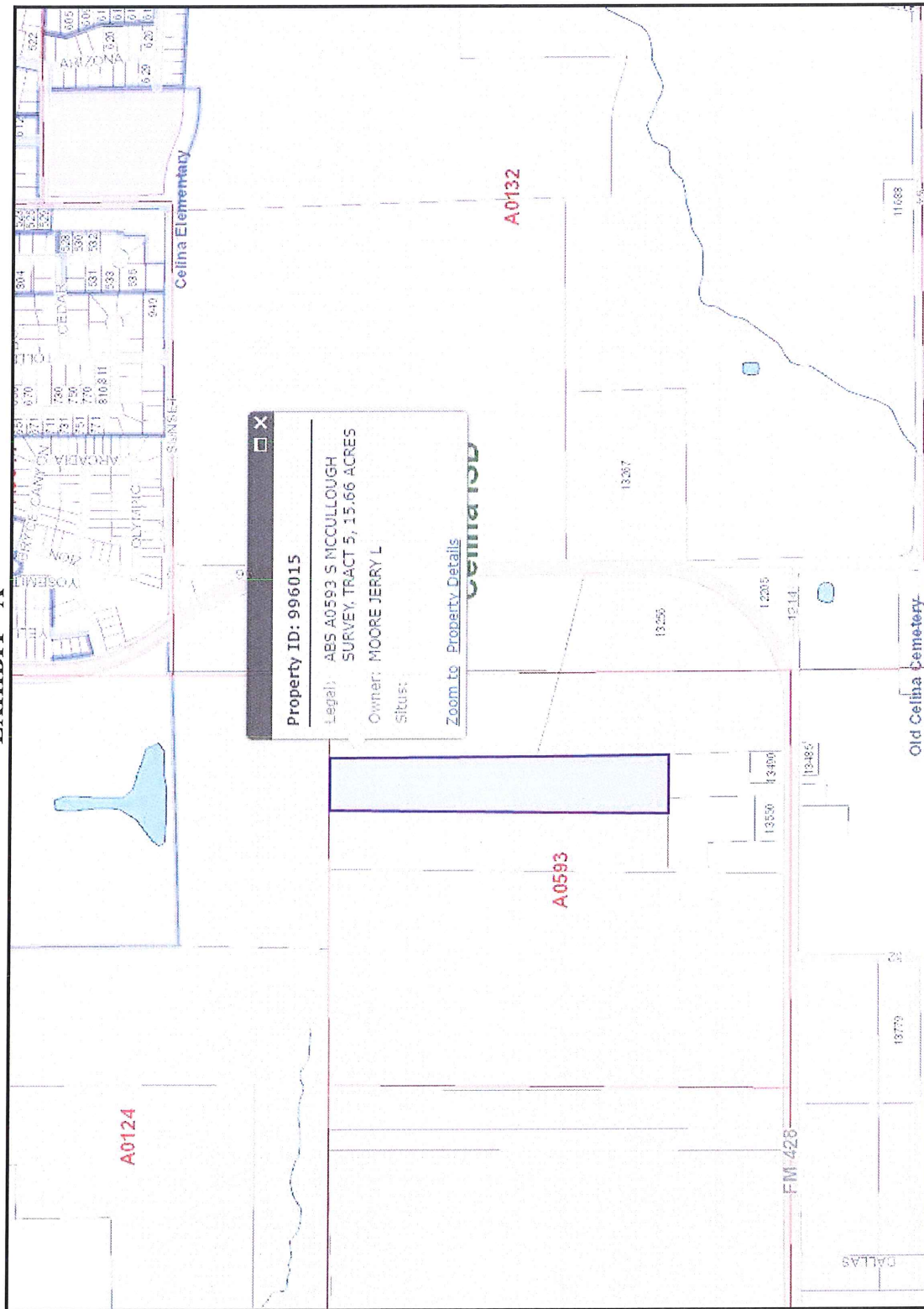


EXHIBIT "A"





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: 3.00 Acre Moore Tract Pre-Annexation Agreement

Action Requested:

Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Jerry Moore for approximately 3.00 acres situated in the S. McCullough Survey, Abstract No. 0593, Tract 10. (Moore Pre-Annexation Agreement) (Liebman)

Background Information:

Texas local government code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the city to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval as presented.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0593 S McCullough Survey, Tract 10, 3.0 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 3.0 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would

otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

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Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

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Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

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Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
 Name: Rick Chaffin
 Title: Interim City Manager
 Date: _____

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

 Notary Public in and for the State of TEXAS

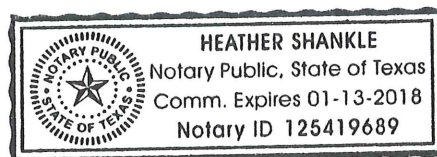
OWNER: JERRY L. MOORE

By: Jerry L Moore
 Name: Jerry L. Moore
 Title: Owner
 Date: 1-24-17

THE STATE OF TEXAS §
 §
 COUNTY OF Collin §

This instrument was acknowledged before me on January 24, 2017, by Jerry Moore, owner of said Property.

Heather Shankle
 Notary Public in and for the State of TEXAS





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: 3.69 Acre Moore Tract Pre-Annexation Agreement

Action Requested:

Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Jerry Moore for approximately 3.69 acres situated in the S. McCullough Survey, Abstract No. 0593, Tract 11. (Moore Pre-Annexation Agreement) (Liebman)

Background Information:

Texas local government code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes.

The agreement states that the property may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the city to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval as presented.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0593 S McCullough Survey, Tract 11, 3.689 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 3.689 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may maintain the existing two barns and six grain bins located on the 3.689 acres designated as "Land Segment 1" by Collin County Appraisal District.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore,

municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____

Name: Rick Chaffin

Title: Interim City Manager

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

Notary Public in and for the State of TEXAS

OWNER: JERRY L. MOOREBy: Jerry L. Moore

Name: Jerry L. Moore

Title: Owner

Date: 1-24-17

THE STATE OF TEXAS §

§

COUNTY OF Collin §

This instrument was acknowledged before me on January 24, 2017, by Jerry Moore, owner of said Property.

Heather Shankle

Notary Public in and for the State of TEXAS

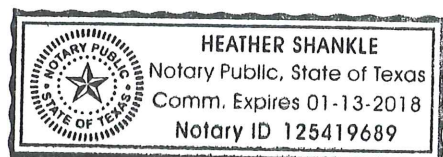
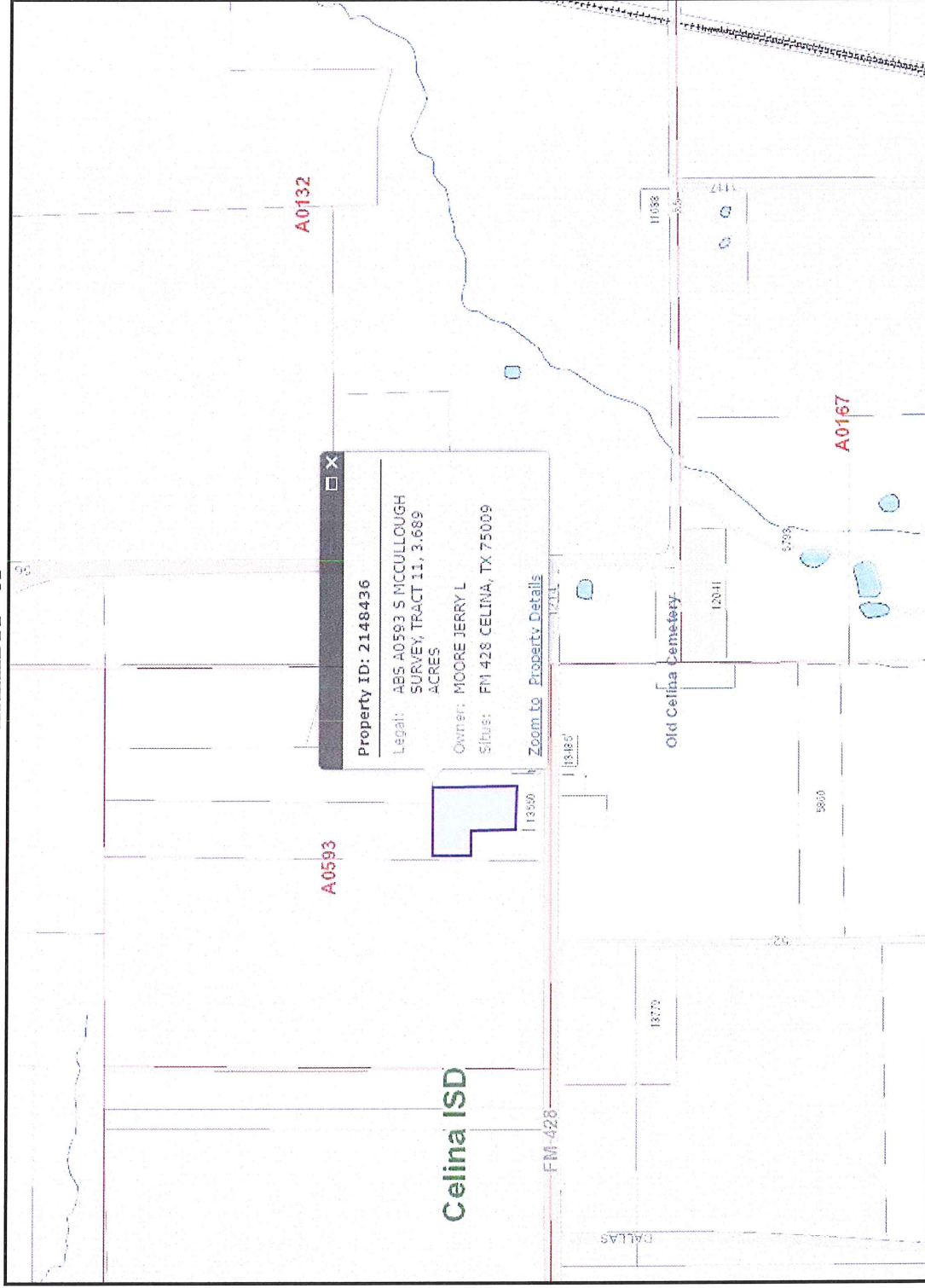


EXHIBIT "A"





Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rick Chaffin, Interim City Manager
CC: Rick Chaffin, Interim City Manager
Date: March 14, 2017
Re: New administrative assistant position

Action Requested:

Consider and act upon creation of a new receptionist/administrative assistant position. (Chaffin)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

To be funded from excess funds in the Development Services Department.

Legal Review:

Supporting Documents:

Staff Recommendation:



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Swapna Konda, Engineer
CC: Gabe Johnson, Director of Engineering
Date: March 14, 2017
Re: Change Order No.1 SE Sector 2.0 MG EST & Waterline Improvements

Action Requested:

Consider and act upon a contract Change Order No. 1 by and between the City of Celina and Freese & Nichols, Inc for the Engineering Design for Southeast Sector 2.0 MG EST and waterline Improvements. (Johnson)

Background Information:

This waterline improvements project consists of surveying, design and construction phase services for approximately 700 linear feet of 12 inch water line and associated fittings to connect to an existing 12 inch water line at Palomino Lane in Celina, Texas.

The original contract amount for \$845,500 was approved on 10/21/2016. Change Order No.1 is for \$ 14,050. The revised total design contract is \$859,550.

Financial Considerations:

Funding is available from the FY 2016 Bond Sale.

Supporting Documents:

Signed change order form attached.

Staff Recommendation:

Approve

**CHANGE ORDER NO. 1 AND
AMENDMENT OF CONSULTANT'S CONTRACT**

STATE OF TEXAS)

COUNTY OF COLLIN)

THIS agreement is by and between the City of Celina, Texas, a Texas home rule municipality, and Freese and Nichols, Inc. hereinafter known as Consultant, an engineering and surveying firm, with principal offices located in Fort Worth, Texas.

WHEREAS, the City and Consultant have entered into an agreement such that the Consultant is to provide the following engineering services: Southeast Sector 2.0 MG EST and Waterline Improvements; and Work Order #05, in the amount of \$845,500.00, and

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Consultant to do additional work such that there is a significant additional cost or expense to the City, it is necessary for the City to approve such work and/or for the parties to change the contract; and

WHEREAS, the parties recognize that it is necessary for Consultant to do additional work under the contract, such work which is set out in the attached Exhibit "A," which is attached hereto and incorporated herein as if set out in full herein; and

WHEREAS, the City Council has approved such additional work as charge order No. 1 and agreed to pay the sum of \$14,050.00 for such work for the total of \$859,550.00 to include additional engineering services related to work related to additional scope of services as required.

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

Consultant, in addition to the work to be performed in the Contract dated October 21, 2016, shall perform the task(s) described basically described as additional engineering services related to work related to additional scope of services as required. The amount to be paid to Consultant under such contract shall be increased by the sum of \$14,050.00, for the total amount of \$859,550.00.

1. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of _____, 2017.

**CHANGE ORDER NO. 1 AND
AMENDMENT OF CONSULTANT'S CONTRACT**

CITY OF CELINA, TEXAS

By: _____

Printed Name: _____

Title: _____

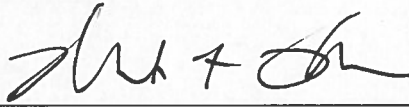
ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

COMPANY NAME

By: 

Printed Name: Robert F Pena

Title: Chairman

EXHIBIT A

**EXHIBIT A
CITY OF CELINA
SOUTHEAST SECTOR 2.0 MG EST AND WATERLINE IMPROVEMENTS
SCOPE OF SERVICES
AMENDMENT NO. 1**

1. **BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

A. **PROJECT DESCRIPTION AND ASSUMPTIONS**

OWNER proposes the following work:

1. **Project Description:**

- a. Design approximately 700 linear feet of 12-inch water line beginning at the northeast corner of the intersection of Punk Carter Boulevard and Palomino Lane in the Carter Ranch development.

2. **Project Assumptions:**

- b. 12-inch Water Line (Punk Carter Pkwy):
 1. Approximately 700 LF of new 12-inch water line will be designed inside of the northern ROW of Punk Carter Pkwy, in the same general alignment as an existing 8-inch water line. This section will connect to an existing 12-inch waterline at Palomino Lane, and will end with a valve and plug approximately 700 LF due east. Design includes a new fire hydrant and isolation valve per the City's design standards.
 2. Approximately 700 LF of existing concrete sidewalk will be removed and replaced.
 3. Existing trees will be protected or removed and replaced with same size and species if feasible.
 4. No detailed landscaping or irrigation plans will be included. Existing grass will be replaced with sod.
 5. All work will be completed within the Punk Carter Pkwy ROW and no additional easements are required.
- c. The additional work per this Amendment will be completed as part of the SE Sector 12-inch Water Line construction contract.

B. **PRELIMINARY PHASE**

1. Additional Waterline Data Collection

- a. Obtain copies of available utility information via Record Drawings, and previous investigation by the OWNER.
- b. Obtain existing easements and as-built street, water, sanitary sewer, and storm drain plans from the OWNER.
- c. Obtain copies of available franchise utility information from franchise utility companies.

2. Additional Waterline Analysis: Identify existing easements, proposed and existing right of way, and identify utility conflicts for proposed improvements.

C. **DESIGN PHASE** (12-inch water line along Punk Carter Pkwy): FNI shall provide professional services in this phase as follows:

EXHIBIT A

1. The 12-inch Punk Carter Pkwy water line conceptual design plan will be added to the Preston Road and Frontier Parkway 12-inch water line map book.
 2. Once the preliminary alignment has been agreed upon by all parties and survey has been completed, FNI will add the 50% 12-inch Punk Carter Pkwy water line design to the 50% design submittal for the 12-inch water line along Preston Road and Frontier Parkway. The following sheets will be added:
 - a. Project layout control (1 sheet)
 - b. Plan and Profile sheets (approx. 2 sheets)
 3. The 90%, 100% and Final design submittals for the 12-inch Punk Carter Pkwy water line will be added to the corresponding submittals for the 12-inch water line along Preston Road and Frontier Parkway.
- D. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of 100% drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:
1. The 12-inch Punk Carter Pkwy water line will be added to the SE Sector 12-inch Water Line (Preston Rd and Frontier Pkwy) bid set.
- E. CONSTRUCTION PHASE:
1. The 12-inch Punk Carter Pkwy water line will be added to the SE Sector 12-inch Water Line (Preston Rd and Frontier Pkwy) construction contract and associated record drawings.
2. **SPECIAL SERVICES:** Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by Tasks A, B, C, and D preceding, which may be performed or arranged for separately by OWNER, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
- F. **Surveying**
1. FNI's survey sub-consultant will perform survey and prepare a design/topographic survey of the 12-inch water line alignment along Punk Carter Pkwy for a total of 730 linear feet, 30 feet in width from Palomino Lane to the end of Punk Carter Pkwy. The survey will be prepared in an electronic (AutoCAD) format, based upon the Texas Coordinate System and NAVD/88 vertical datum and will indicate all surface features, spot elevations, one-foot contours, right-of-way lines, property lines, all surface features indicating the location of underground utilities and the location of underground utilities marked by DigTess. Flowlines will be obtained on manholes, inlets, culverts, headwalls and pipes wherever accessible.

EXHIBIT B
COMPENSATION BREAKDOWN OF FEE
City of Celina SE Sector 2.0 MG EST and Water Line Improvements

- OPCC (Not Including Easements)
 - Punk Carter 12" Water Line = \$141,600
- Proposed Fee
 - Basic Services (Lump Sum) = \$10,904
 - Special Services (Cost Plus Not to Exceed)
 - Design Topographic Survey = \$3,146

Compensation shall be adjusted as follows:

	Contract Amount	Amendment #1	Revised Total
Basic Services			
SE Sector Basic Services (LS)	\$485,358.00	\$10,904	\$496,262
CR134 Basic Services (LS)	\$49,042	\$0.00	\$49,042
Special Services			
SE Sector Special Services (CPM)	\$257,379	\$3,146.00	\$260,525
CR134 Special Services (CPM)	\$53,721	\$0.00	\$53,721
TOTAL (Basic + Special)	\$845,500.00	\$14,050.00	\$859,550



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Rick Chaffin, Interim City Manager
Date: March 14, 2017
Re: Auction Items

Action Requested:

Consider and act upon approval of the proposed sale of surplus equipment and vehicles at public auction.
(Fourmentin)

Background Information:

Auction items include vehicles, equipment or items no longer in service or necessary for operations.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

List of proposed auction items

Staff Recommendation:

Approve

2017 Celina Auction Items

- 2010 Tahoe, Vin 1GNEC03089R266875
- 2009 Tahoe, Vin 1GNEC03099R61634
- 2009 Tahoe, Vin 1GNEC03089R266844
- Various manhole bases, extensions and cone
- Various sizes and lengths of RCP, Ductile iron, steel and HDPE pipe
- 6 ft. Chain link and various gates
- Bush Hog auger 3 pt. PTO w/ 6" & 8" auger bits
- U - channel sign post and bases
- 2 - drop inlet boxes with grates
- Scrap street and stop signs
- Dimension 400 welder



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Rick Chaffin, Interim City Manager
Date: March 14, 2017
Re: Support for House Bill 1427

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, supporting House Bill 1427 which amends Section 41.005 of the Texas Utilities Code to clarify that a municipality may regulate the operations of an Electric Cooperative through the city's zoning ordinance which is a permissible public health, safety, or welfare regulation. (Vanzant)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CELINA, TEXAS, SUPPORTING HOUSE BILL 1427 WHICH AMENDS SECTION 41.005 OF THE TEXAS UTILITIES CODE TO CLARIFY THAT A MUNICIPALITY MAY REGULATE THE OPERATIONS OF AN ELECTRIC COOPERATIVE THROUGH THE CITY'S ZONING ORDINANCE WHICH IS A PERMISSIBLE PUBLIC HEALTH, SAFETY, OR WELFARE REGULATION; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, House Bill 1427 (2017), a copy of which is attached hereto as *Exhibit A*, proposes to amend Section 41.005 of the Texas Utilities Code, also referred to as the Public Utility Regulatory Act ("PURA"); and

WHEREAS, Section 41.005 of the Texas Utilities Code currently provides in part that a municipality may not directly or indirectly regulate the rates, operations, and services of an electric cooperative except, with respect to operations, to the extent necessary to protect the public health, safety, or welfare; and

WHEREAS, municipal zoning authority is contained in Chapter 211 of the Texas Local Government Code; and

WHEREAS, Section 211.001 of the Texas Local Government Code states the following: "The [zoning] powers granted under this subchapter are for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance;" and

WHEREAS, an inline electrical substation has been defined by the rules of the Public Utility Commission of Texas ("PUC") to be an electrical substation constructed within one (1) mile of an existing electrical transmission line; and

WHEREAS, the Public Utility Commission of Texas currently does not control where an electric cooperative may locate an inline electrical substation; and

WHEREAS, the Public Utility Commission of Texas currently does not require a certificate of convenience and necessity ("CCN") to be held by an electric cooperative for the placement and location of an inline electrical substation; and

WHEREAS, electrical cooperatives' and the PUC's view of Section 41.005 of the Texas Utilities Code and PURA is that electrical cooperatives are the first, only, and final decision-maker on the placement and location of inline electrical substations; and

Attachment: 2017- Supporting HB 1427 (2017) FINAL (1967 : House Bill 1427)

WHEREAS, electrical cooperatives' and the PUC's view of Section 41.005 of the Texas Utilities Code and PURA results in a regulatory vacuum with no oversight by the State of Texas, or any county or municipality as to the placement and location of inline electrical substations; and

WHEREAS, the City Council of the City of Celina, Texas, believes Section 41.005 of the Texas Utilities Code currently preserves the authority for the City, through its zoning ordinance, to regulate the location of an inline electrical substation of an electric cooperative, provided the City does not use its zoning powers to exclude the electric cooperative from the City; and

WHEREAS, to conclude otherwise leaves the citizens of the State of Texas to the whims of electrical cooperatives on the placement and location of inline electrical substations with no venue for contesting such placement and no oversight by the State of Texas or the impacted local municipality.

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

SECTION 1. The City Council of the City of Celina, Texas, strongly supports House Bill 1427 (2017) and any legislation that would clarify that Section 41.005 of the Texas Utilities Code does not prohibit Texas municipalities from enforcing zoning or other land use regulations, authorized pursuant to the Texas Constitution or the laws of the State of Texas, on an electric cooperative.

SECTION 2. This support for House Bill 1427 (2017) and any similar legislation be communicated to members of the Texas Legislature and the Texas Governor's office.

SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY CELINA, TEXAS, THIS ____ day of _____, 2017.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment: 2017- Supporting HB 1427 (2017) FINAL (1967 : House Bill 1427)

Exhibit A

[House Bill 1427 (2017)]

Attachment: 2017- Supporting HB 1427 (2017) FINAL (1967 : House Bill 1427)

By: Fallon

H.B. No. 1427

A BILL TO BE ENTITLED

AN ACT

relating to a municipality's ability to enforce zoning and other
land use regulations against electric companies.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 41.005, Utilities Code, is amended to
read as follows:

Sec. 41.005. LIMITATION ON MUNICIPAL AUTHORITY. (a)
Notwithstanding any other provision of this title, a municipality
may not directly or indirectly regulate the rates, operations, and
services of an electric cooperative, except, with respect to
operations, to the extent necessary to protect the public health,
safety, or welfare.

(b) This section does not prohibit a municipality from
making a lawful charge for the use of public rights-of-way within
the municipality as provided by Section 182.025, Tax Code, and
Section 33.008 of this code. An electric cooperative shall be an
electric utility for purposes of Section 182.025, Tax Code, and
Section 33.008 of this code.

(c) This section does not prohibit a municipality from
enforcing the municipality's zoning or other land use regulations,
including a specific use permit, except that a municipality's
enforcement of the municipality's land use regulations may not:

(1) operate to exclude the electric cooperative from
the municipality; or

85R5256 GRM-F

1

H.B. No. 1427

1 (2) directly conflict with a certification granted by
2 the commission under Chapter 37.

3 SECTION 2. This Act takes effect September 1, 2017.

Attachment: 2017- Supporting HB 1427 (2017) FINAL (1967 : House Bill 1427)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: Wind Energy Systems and Solar Panels Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City of Celina, Texas, amending Chapter 14: Zoning, Article 14.05 Development Standards and Use Regulations; and Article 14.04: Use Regulations to add regulations for solar panels and wind energy systems. (Wind energy/solar panels) (Liebman)

Background Information:

As the City of Celina continues to grow, there is an increase in desire from property owners to utilize solar panels and wind energy systems as a means of energy conservation.

At their meeting on January 10, 2017, Celina City Council directed staff to research and add regulations for wind energy systems and solar panels to prevent any adverse effects it could have on adjacent properties and/or right of ways.

At the Planning & Zoning Commission meet February 21, 2017, staff was directed to incorporate the following changes to the proposed regulations:

- Increase in minimum lot size from 1.5 acres to more than 2 acres for wind turbines; and
- Added that the fall zone would include not being able to place the wind turbine within a distance of 110 percent of the height of the wind energy systems from any structure on the property.

There are currently no regulations for wind energy systems or solar panels in the City of Celina.

Staff is proposing the following:

Wind Turbines

From a safety standpoint, wind energy systems can create a hazard if they are not properly positioned and setback from adjacent properties. Staff is proposing the following standards for wind energy systems:

- Maximum height of 90 feet;
- Permitted as an accessory use as a conditional use permit;
- Only one allowed per lot with a minimum lot size of more than 2 acres;
- No wind energy system would be allowed in any required front yard;
- Each wind energy system must be a minimum distance of 110 percent (fall zone) of the total system height from any property line, structures, right-of-way, or public or private easement

where above ground structures or utility lines exist;

- The blade tip of any wind energy system must, at its lowest point, have a ground clearance of no less than 10 feet;
- Must be an earth toned color, and non-reflective;
- Must meet noise requirements for their appropriate zoning district; and
- All wind energy systems would have to meet all building and fire code requirements, and would be required to provide engineered plans during permitting.

Solar Panels

In an effort to promote and preserve the aesthetic quality of Celina's neighborhoods, staff is also proposing regulations for solar panels.

- Only permitted as a rooftop installation;
- Not allowed to face any public street or be located in the front yard;
- Cannot extend past the roofline;
- Must be parallel to roofline and cannot project above the roof pitch; and
- Must meet all building and fire code requirements and show proof that the roof can support the solar panels.

Board Review/Citizen Input:

At the regularly scheduled Planning & Zoning Commission on February 21, 2017 the commission voted unanimously to approve the proposed changes with the two amendments.

Financial Considerations:

na

Legal Review:

City of Celina attorney reviewed the ordinance.

Supporting Documents:

Proposed solar panels and wind energy ordinance

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

SOLAR PANELS AND WIND ENERGY SYSTEMS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 14: ZONING, ARTICLE 14.04: USE REGULATIONS; ARTICLE 14.05, DIVISION 7: PERFORMANCE STANDARDS PROVIDING FOR THE ADDITION OF REGULATIONS REGARDING SOLAR PANELS AND WIND ENERGY SYSTEMS.

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, 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 City Council of the City of Celina, Texas ("City Council") desires to regulate the development of zoning districts in the City of Celina ("City"); and

WHEREAS, the City Council, has determined that regulating zoning districts is necessary to promote responsible land and economic development, and to protect the public health and safety.

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: Solar Panel Wind Energy Ordinance (1959 : Wind Energy/Solar Panel Ordinance)

SECTION 3 AMENDMENTS

3.01. That the Celina Code of Ordinances, Chapter 14 Code of Ordinances Chapter 14: Zoning, Article 14.04: Use Regulations; Chapter 14: Zoning, Article 14.05, Division 7: Performance Standards providing for the addition of regulations regarding solar panels and wind energy systems. Generally, to add sections 14.05.230, Solar Panels and 14.05.231, Wind Energy Systems, shall read as follows:

Section 14.05.230 Solar panels.

An applicant's submittal for a building permit, and electrical permit, for locating a solar panel within the city must demonstrate compliance with the following standards.

a. Location and design requirements.

- i. Solar panel systems shall be allowed as an accessory use in all zoning districts.
- ii. Solar panel systems are allowed only as a rooftop installation.
- iii. Solar panel systems installed on a residential property shall not directly face any public street regardless of screening.
- iv. Solar panel systems shall not be located within the front yard.
- v. Height.
 - a) The solar panels shall not exceed the height of the roof ridgeline on a pitched roof.
 - b) On a flat roof, the solar panels shall not exceed the height requirement for the zoning district for which it is located in, and shall be screened as rooftop mechanical from the public right way as required by this Code.
- vi. Roof coverage.
 - a) Roof mounted solar panel systems shall not extend past the roofline and shall be parallel to the roofline.
 - b) Solar panel systems shall be located no closer than two feet from the edge of any roofline, ridge or valley, and shall cover no more than 80 percent of the roof surface area.

b. Nuisance abatement, maintenance and decommissioning.

- i. *Glare.* A solar panel shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. If necessary, screening, capable of providing year-round screening, shall be provided to protect roadways or adjacent properties from glare.
- ii. *Enforcement.* A solar panel system, or any component thereof, that creates glare or reflection onto adjacent properties or roadways is determined to constitute a nuisance. If a solar panel system or any component thereof is deemed to constitute a nuisance or a safety hazard, the director of community development has the authority to require the owner to remove, redesign or screening of the solar panels to the extent necessary to eliminate the glare onto adjacent property or roadway.
- iii. *Maintenance.* The owner of the property with a solar panel system shall maintain the system so that it does not create a safety issue for surrounding property owners.
- iv. *Removal with disuse.* Any solar panel system that has been inactive for a continuous 12-month period shall be removed.

c. Application requirements. An application for a building permit for installation of solar panel systems must include all information requested on the application including, but limited to:

- i. Scaled elevation drawings showing the location and height of the solar panel system.
 - ii. If the solar panel system is to be interconnected with the distribution system of the electric utility provider, written authorization that the public utility company has been informed of the owner's intent to install a customer-owned solar panel and that such connection has been approved.
 - iii. A letter from a professional engineer stating the roof will support the structural load of the system.
- d. *Additional installation requirements.*
- i. The solar photovoltaic (PV) system shall comply with the City's adopted National Electric Code (NEC) with an electrical diagram submitted for review to meet code compliance.
 - ii. The solar panel system shall be installed by qualified or certified installers.
 - iii. A licensed electrician shall install the solar panel electrical system.
 - iv. PV systems shall comply with NEC regulations regarding installation and use. Listed and labeled equipment shall be installed and used in accordance with any instructions included in the listing and labeling.
 - v. All PV systems shall comply with UL Standards.

Section 14.05.231 Wind energy systems.

An applicant's submittal for a building permit, electrical permit, and Conditional Use Permit for location and installation of a wind energy system within the city must demonstrate compliance with the following use and development regulations, in addition to the conditional use permit as an accessory use review standards under section 14.03.072.

- a. *Location requirements.*
 - i. *Minimum lot size.* Minimum lot size for all districts is more than 2 acres.
 - ii. *Lot to system ratio.* Maximum of one system per 2.01 acres.
 - iii. *Maximum height.* Maximum height for all freestanding systems is 90 feet. The height of a freestanding wind energy system must be measured as the distance from the existing grade, prior to any modifications to the grade, to the highest point on the system, including the vertical length of any extensions such as the rotor blade. Attached systems are not allowed to be affixed to a roof. The height of any wind energy system may not exceed the manufacturer's recommendations for the system.
 - iv. *Yards.* No wind energy system may be located in any required front yard, between a principle building and a required front yard, in front of the front building line of the principal building, or between the principal building and any public street.
 - v. *Fall radius.* Each wind energy system must be set back a minimum distance of 110 percent of the total system height from any property line, structure, or right-of-way, public or private easement where above ground structures or utility lines exist, or are likely to exist, without proof of the lawful consent of the easement owners.
 - vi. *Vertical ground clearance.* The blade tip of any wind energy system must, at its lowest point, have a ground clearance of no less than 10 feet, as measured at the lowest point of the arc of the blades.
- b. *Requirements.*
 - i. *Certification.* All wind energy systems must be approved under an Emerging Technology program, such as the California Energy Commission, IEC, or any other small wind

certification program recognized by the American Wind Energy Association (AWEA) or the U.S. Department of Energy.

- ii. *Survival wind speed.* All wind energy systems and associated components, including, but not limited to, generator, rotor blades, or other components and covers, must be constructed of materials and be installed to meet or exceed the minimum wind resistant construction standards of the Texas Department of Insurance Wind Load Factors for the North Texas area and Article III of this code.
- iii. *Controls and brakes.* All wind energy systems must have automatic and manual braking systems which engage at the maximum wind speeds allowable as designated for the type of wind energy system installed to prevent uncontrolled rotation and excessive pressure on the tower structure, rotor blades, and turbine components.
- iv. *Maintenance.* The owner and operator of a wind energy system must maintain the system to manufacturer standards. All required periodic maintenance must be performed as recommended by the manufacturer.
- v. *Appearance.* All wind energy systems must maintain a non-reflective, earth-toned finish.
- vi. *Signs.*
 - a) *Advertising.* Advertising or identification of any kind on wind energy conversion systems is prohibited.
 - b) *Informational sign.* Each wind energy system must have a sign, not to exceed two square feet in area, posted at the base of the tower providing the following information:
 - 1) Electrical shock hazard or high voltage warning;
 - 2) Manufacturer's name;
 - 3) Emergency phone number; and
 - 4) Emergency shutdown procedures.
- vii. *Wiring.*
 - a) *Storage.* All electrical wires and cables associated with a freestanding wind energy conversion system must be located on or within the tower in a manner that minimizes their visibility, and must be installed in compliance with Article III of this Code.
 - b) *Installation.* All transmission wires and cables must be installed underground and comply with Article III of this Code.
- viii. *Lighting.* Wind energy systems may not be artificially lighted, unless requested or required by the Federal Aviation Administration.
- c. *Prohibition, nuisance abatement and decommissioning*
 - i. *Prohibited models.* The following wind energy systems are prohibited in all zoning districts;
 - a) Guyed or latticed towers for small, medium, or large wind energy systems;
 - b) Experimental, homebuilt, and prototype models.
 - ii. *Shadow flicker.* Plans submitted for review with the building permit application must disclose how the property owner and operator shall minimize shadow flicker to any occupied building on or offsite, by limiting flicker effect to a maximum of two five-minute periods in one day.

- iii. *Signal interference.* The manufacturer or wind energy system representative must take into consideration the proposed location of the wind energy system and certify that the siting of the wind energy system will not interfere with any existing microwave communications links or existing fixed broadcast, retransmission, or reception antenna for radio, television, wireless phone, or other personal communication systems. Operation of wind energy systems must be discontinued if such interference occurs after the construction, until such time as the interference is mitigated for or eliminated.
- iv. *Sound emissions.*
 - a) *Sound limits.* The sound levels emitted from any wind energy system operation within, or adjacent to, any zoning district that authorizes residential use, may not exceed the noise standards for individual zoning districts;
 - b) *Sound level complaints.* It shall be unlawful for the owner of a wind energy system to cause or permit the system to produce sounds that:
 - 1) exceed the limits set above in subsections c.iv.a), or b);
 - 2) are considered tonal, vibrational, mechanical, aerodynamic, frequent, or continuous and exceed the limits set above in subsections c.iv.a) or b);
 - 3) interfere with the peaceful enjoyment of an adjacent property owner;
- v. *Security.*
 - a) *Ground clearance.* The bottom of the tower, measured from ground level to 15 feet above ground level, must be designed in a manner to discourage unauthorized climbing.
 - b) *Access.* All access doors to wind turbine towers and electrical equipment must be lockable and remain locked at all times except while people are on the site of the tower performing maintenance or repair of the system.
 - c) *Fencing.* Fencing of turbine areas may be required, at the discretion of the director, based upon site-specific safety concerns.
- vi. *Public safety.* The proposed wind energy system must be designed and operated to protect public safety by measures that may include, but are not limited to, the following:
 - a) The proposed wind energy system must be designed, constructed, and operated so the public cannot come within close proximity to turbine blades and electrical equipment; and
 - b) The proposed wind energy system must be designed, sited, constructed, operated, and maintained to prevent the structural failure of the system or blades that could endanger the public's safety.
- vii. *Other properties.* The wind energy system or facility may not adversely affect the uses of adjoining and adjacent properties.
- viii. *Wildlife resources.* The proposed wind energy system must be designed to reduce the likelihood of significant adverse effects on wildlife and wildlife habitat, particularly with regard to migratory birds and protected species.
- ix. *Enforcement.*
 - a) *Safety.* Any wind energy system found to be unsafe by the city building official must be repaired by the owner not later than 60 days of receipt of the building official's notice to meet federal, state, local and manufacturer safety standards, and the standards of this section.

- b) *Notice.* If any wind energy system is not operated for at least a continuous period of six months because of operational difficulties or abandonment, the landowner shall provide the city the reasons for the operational difficulty or abandonment and provide a reasonable timetable for corrective action, or removal of the wind energy system as outlined under subsection c.x, below, regarding decommissioning.
 - c) *Resolution.* If the director or designee deems the timetable for corrective action as unreasonable, the director or designee, may notify the landowner or operator, who shall remove the wind energy system not later than six months of receipt of notice from the director.
 - x. *Decommissioning.*
 - a) *Useful life.* The wind energy system is presumed to be at the end of its useful life if no electricity is generated for a continuous period of six months.
 - b) *Responsibility.* The property owner or operator shall, at their sole expense, complete decommissioning of the wind energy system not later than six months from the time it is determined that the wind energy system has met the end of its useful life as outlined in this subsection c.x.
 - c) *Required action.* Decommissioning must include removal of the entire wind energy system, including buildings, cabling, electrical components, and any other associated facilities.
 - d) *Remediation.* Disturbed earth must be graded and re-seeded.
 - e) *Bonds.* At the city's request, the applicant shall post a bond for the costs of decommissioning the wind energy system at the end of its useful life.
 - d. *Application requirements.*
 - i. *Applications.* An application for approval of a wind energy system must include text and maps sufficient to show that the proposed wind energy system complies with the standards under this section. A site plan meeting the requirements of section 14.05.231 must be submitted in addition to the following:
 - a) The approximate generating capacity of the wind energy system.
 - b) An estimate of the total on-site electrical demands.
 - c) The name of the manufacturer and model being used.
 - d) The height of the wind turbine to be constructed.
 - e) The phone number and name of a responsible person for the public to contact with inquiries and complaints throughout the life of the project.
 - f) The exact location and orientation of each wind energy system within the site and the direction of the prevailing winds.
 - g) The location and distance to neighboring residences, buildings, schools, churches, hospitals, or libraries to a distance of 500 feet.
 - h) Certified and sealed engineered drawings of the proposed system prepared by a professional engineer registered in the State of Texas are required, and must include the following information:
 - 1) Design specifications of the wind energy system, including the tower, base, footings, and system components;

- 2) An engineering analysis and certification of each tower, showing compliance with this Code;
 - 3) Drawings that indicate the total finished wind energy system heights from the grade level prior to any modifications, including any engineered break points along the tower;
 - 4) The wind survival speed of the entire system, including turbine, rotor blades, covers, and other components;
 - 5) Data pertaining to the tower's safety and stability, including any safety results from test facilities; and
 - 6) A copy of the manufacturer's installation instructions.
- ii. *Written statements and additional documentation.* In addition to the site plan, applications for all wind energy systems must include proof of the following in the form of written statements:
- 1) A statement verifying that the small, medium, or large wind energy conversion system will be used solely for on-site consumption of electricity, and any additional energy produced above the total onsite demand can only be sold to an electrical utility that normally provides electrical power to the property;
 - 2) A statement from any architectural review board, property owners', or homeowners' association that the proposed system complies with association requirements and restrictions if applicable;
 - 3) A statement that the project site is, or is not, where air traffic may be a consideration affecting the installation of the system. (The applicant shall provide evidence of compliance with any applicable aviation regulatory requirements);
 - 4) Copies of all required applications for city, state, and federal permits and licenses;
 - 5) Copies of all biological/environmental assessments performed for the project site, which may have been required by a federal or state government agency having jurisdiction of the property or the system;
 - 6) Copies of any city, state, and federal permits, licenses, biological opinions, records of decision, memoranda of understanding, exemption, variance, or other authorization or approval related to the proposed wind energy project; and
 - 7) Copy of the manufacturer's scheduled maintenance requirements for the proposed system.
- iii. *Permit issuance.* Prior to receiving a building permit, electrical permit, conditional use permit for the wind energy system from the city, the applicant must show consideration of, and provide proof of compliance with the following:
- 1) Federal Aviation Administration (F.A.A.) Order JO 7400.2, "Procedures for Handling Airspace Matters Advisory Circular AC 70/7460-1K", and Title 14 Code of Federal Regulations (14 CFR) part 77, "Obstruction Marking and Lighting, Obstruction Standards," including, if required, filing Form 7460-1 with the F.A.A..
 - 2) All state laws regarding connection of the wind energy system to the state electrical grid, which proof shall include providing a copy of the "*Application for Interconnection and Parallel Operation of Distributed Generation*", as may be amended or replaced in

the future, that has been fully executed and approved by the electric utility company that owns the electrical system to which the wind energy system will be connected.

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 parking 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 (\$2000) for each offense.

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 14th day of March, 2017.

 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: Solar Panel Wind Energy Ordinance (1959 : Wind Energy/Solar Panel Ordinance)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: March 14, 2017
Re: 2016 Fiscal Year Audit

Action Requested:

Consider and act upon approval of the 2016 Fiscal Year Audit. (Toutounchian)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Audit

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: March 14, 2017
Re: Consider and act upon a resolution approving a development project management process policy.

Action Requested:

Consider and act upon a resolution approving a development project management process policy.
(Liebman)

Background Information:

Staff and its consultant's have been working to streamline our Development Agreement process. Staff made a presentation on this item during this evenings work session.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed resolution.

Supporting Documents:

Proposed Resolution.

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. ____**A RESOLUTION APPROVING A “DEVELOPMENT PROJECT MANAGEMENT PROCESS POLICY”; INCORPORATING RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Celina, Texas (“City”) has determined that it is in the best interest of the citizens of the City to approve a “Development Project Management Process Policy”, the form of which is hereby approved by the City Council and a copy of which is attached hereto as Exhibit “A”. The application for “special taxing districts, assessment districts, Tax Increment Reinvestment Zones (TIRZ), tax reimbursements & economic development incentives attached as Exhibit “B” and incorporated herein.

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

SECTION 1: Recitals Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: Approval of Development Project Management Process Policy. That the City Council of the City of Celina, Texas hereby approves the “Project Management Process Policy”, which is attached as Exhibit “A”

SECTION 3: Approval of the application for “special taxing districts, assessment districts, Tax Increment Reinvestment Zones (TIRZ), tax reimbursements & economic development incentives. That the City Council of the City of Celina, Texas hereby approves the application for “special taxing districts, assessment Districts, Tax Increment Reinvestment Zones (TIRZ), tax reimbursements & economic development incentives which is attached as Exhibit “B”.

SECTION 4: Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this the _____ day of _____, 2017.

Attest:

Approved:

Vicki Faulkner, City Secretary

Sean Terry, Mayor

Attachment: Project Management Process & Policy Resolution (1974 : Development Project Management Process Policy.)

EXHIBIT A

Development Project Management Policy

The following Development Project Management Policy applies to all development requests which contemplate special taxing districts, assessment districts, Tax Increment Reinvestment Zones ("TIRZ"), impact fee credits, tax reimbursements or economic development incentives. The Policy does not apply to the Neighborhood Empowerment Zone NEZ incentives.

Submission Procedures

- A pre-application meeting with the Development Agreement Team ("DAT") and applicant will be required prior to the acceptance of an application. The applicant shall provide a written request for the meeting to the attention of the Planning & Development Services Department. The meeting should be approximately two (2) weeks prior to the anticipated application date. The applicant shall supply draft copies of required documents and shall provide a fully executed Professional Services Agreement ("PSA") and any required deposits at the time of the pre-application meeting.
- Following the pre-application meeting, applications shall be made in person to the Planning and Development Services Department at the following address:

**The City of Celina
142 N Ohio Drive
Celina, Texas 75007**

- Incomplete and couriered applications will not be accepted. Once an application is submitted, a staff person will be assigned to the project who will act as liaison to the DAT. All questions should be directed to the liaison.
- Applicant may submit a requested draft review schedule containing target dates and review time for evaluation by the DAT.
- Completion of DAT review and anticipated inclusion of applicant's project on a Planning & Zoning Committee or City Council agenda will depend upon the complexity of the proposed project and the case load of the DAT.
- In most circumstances, complete applications will require a minimum three (3) week comprehensive review ending with a DAT and applicant meeting. Written review comments will be provided to applicant as soon as reasonably possible or as agreed upon in the DAT meeting.
- Within two (2) weeks of receiving the DAT review comments, applicant shall submit any revisions or additional documents as requested by the DAT.
- Subsequent revisions and resubmittals will require two (2) week reviews by the DAT.
- Upon confirmation that all fees due pursuant to the PSA have been paid, final documents (per the DAT's recommendation) for city council agendas shall be submitted no later than 15 days prior to a regularly scheduled city council meeting.

- Required public hearings before the city council for the project, shall precede council action on the matter by one (1) regularly scheduled city council meeting.
- For proposed development agreements or other incentives, the Applicant shall provide the following documents which should accurately reflect the anticipated development costs:
 - Public Improvement District PID: Preliminary Service and Assessment Plan
 - Tax Increment Reinvestment Zone TIRZ: Preliminary Project and Finance Plan
 - Municipal Management District: Feasibility study and cost breakdown
 - Incentives not listed: DAT will identify required documents

Application Requirements

All Applications shall include the following items:

1. Completed Application. Web link: <http://www.celina-tx.gov/index.aspx?nid=907>
2. Documents to be submitted with the application shall include, but not be limited to the following:

Letter providing a statement of intent, incorporating the following items:

 - a. Explanation of proposal and the reasons that justify consideration of the project;
 - b. Explanation of how proposed development will be a benefit to the city;
 - c. Details of how proposal is consistent with the City's land use and thoroughfare plan; and
 - d. Anticipated development schedule for construction and buildout for development.
3. Outline of business deal points and terms requested to be included Development Agreement.
4. Market feasibility plan including estimated ad valorem, sales tax (if applicable), and builder lot cost by product.
5. Detailed cost estimate and developer/city participation. (Sample of acceptable format and detail will be provided by City Engineer).
6. A preliminary analysis of the need for public facilities to serve the development, including water, wastewater, roadways, drainage, easements and rights of way, and a plan for providing or financing such facilities and the schedule of their installation.
7. Petitions as applicable by law.
8. Written authorization from the property owner(s) enabling the applicant to represent on their behalf identifying the tract(s) and extent of authority.
9. Written authorization allowing DAT to visit and inspect the property for which the application is being submitted.
10. Conceptual plan for development of the property, including but not limited to the following elements:
 - a. The number of dwelling units by type of residential use, and square footage of non-residential uses by category of use; (Retail, Industrial, Public Institution etc.)
 - b. Land use density figures by use;

- c. Current and/or proposed zoning classifications;
 - d. On-site amenities;
 - e. Estimated population and/or employment growth expected from the development;
 - f. Current description of topographical factors and environmental characteristics;
 - g. Phases of Development and expected timeframes;
 - h. Proposed thoroughfares and road networks, identifying compliance with the City's thoroughfare plan or justifying exceptions thereto;
 - i. Design and development standards anticipated for the development; and
 - j. Any additional items requested by the DAT and any items identified by the Applicant that would promote the development proposal.
11. A description of any reservation or dedication of land for public purposes.
 12. A description of any proposed deviations from the standards that are applicable to developments within Celina's city limits or its extraterritorial jurisdiction.
 13. Anticipated schedule for annexation into the City.
 14. A development agreement must be completed and approved by Council prior to any review of proposed district documents.

EXHIBIT "B"

SPECIAL TAXING DISTRICTS, ASSESSMENT DISTRICTS, TAX INCREMENT REINVESTMENT ZONES (TIRZ), TAX REIMBURSEMENTS & ECONOMIC DEVELOPMENT INCENTIVES APPLICATION

Fees listed on the attached application are subject to change. Please reference the City's approved fee schedule in Appendix A of the City's Code of Ordinances for the most current fees.

EXHIBIT "B"



APPLICATION FOR:
Special Taxing District
Assessment District
Tax Increment Reinvestment Zone TIRZ
or Tax Reimbursements &
Economic Development Incentives

Planning & Development Services
 142 N. Ohio St.
 City of Celina, Texas

APPLICATION FEES: FEES ARE NON REFUNDABLE

\$10,000 City Development agreement Fee (required for original applications and all amendments)

\$5,000 Development and District Analysis (deposit)

\$5,000 Legal Review (deposit)

\$5,000 Engineering Consultant Review (deposit) Requirement will be determined at pre-application meeting

PROFESSIONAL FEES: All reasonable costs incurred by the city for professional review shall be borne by the applicant and payable to the city with this application. A fully executed Professional Services Agreement ("PSA") and any required deposits at the time of the pre-application meeting.

Celina Code of Ordinances, Appendix A: Fee Schedule, Sec. A6.008 Professional fees for review of land use related permit.

APPLICATION CHECKLIST

A pre-application meeting with the Development Agreement Team ("DAT") and applicant will be required prior to the acceptance of an application. The applicant shall provide a written request for the meeting to the attention of the Planning & Development Services Department. The meeting should be approximately two (2) weeks prior to the anticipated application date. The applicant shall supply draft copies of required documents and shall provide a fully executed Professional Services Agreement ("PSA") and any required deposits at the time of the pre-application meeting.

Projects with outstanding invoices will not be placed on a City Council Agenda until any outstanding balances are paid in full.

COMPLETE APPLICATION

PIECEMEAL AND INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. COURIERED DELIVERIES WILL NOT BE ACCEPTED.

- Three (3) copies of the below information prepared in three (3) inch binders, with labeled tabs delivered to City Hall.
- One (1) copy each of the below information prepared in three (3) inch binders with labeled tabs delivered to the following individuals:

• Julie Fort - Messer, Rockefeller & Fort, P.L.L.C. 6351 Preston Rd., Ste. 350 - Frisco, Texas 75034	• Trent Petty - Petty & Associates 1021 Simmons Drive - Keller, Texas 76248-5231
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1. Documents to be submitted with the application shall include, but not be limited to the following:

Letter providing a statement of intent, incorporating the following items:

- a. Explanation of proposal and the reasons that justify consideration of the project;
 - b. Explanation of how proposed development will be a benefit to the city;
 - c. Details of how proposal is consistent with the City's land use and thoroughfare plan; and
 - d. Anticipated development schedule for construction and buildout for development.
2. Outline of business deal points and terms requested to be included Development Agreement.
 3. Market feasibility plan including estimated ad valorem, sales tax (if applicable), and builder lot cost by product.
 4. Detailed cost estimate and developer/city participation. (Sample of acceptable format and detail will be provided by City Engineer).
 5. A preliminary analysis of the need for public facilities to serve the development, including water, wastewater, roadways, drainage, easements and rights of way, and a plan for providing or financing such facilities and the schedule of their installation.
 6. Petitions as applicable by law.
 7. Written authorization from the property owner(s) enabling the applicant to represent on their behalf identifying the tract(s) and extent of authority.
 8. Written authorization allowing DAT to visit and inspect the property for which the application is being submitted.
 9. Conceptual plan for development of the property, including but not limited to the following elements:
 - a. The number of dwelling units by type of residential use, and square footage of non-residential uses by category of use; (Retail, Industrial, Public Institution etc.)
 - b. Land use density figures by use;
 - c. Current and/or proposed zoning classifications;
 - d. On-site amenities;
 - e. Estimated population and/or employment growth expected from the development;
 - f. Current description of topographical factors and environmental characteristics;
 - g. Phases of Development and expected timeframes;

- h. Proposed thoroughfares and road networks, identifying compliance with the City's thoroughfare plan or justifying exceptions thereto;
 - i. Design and development standards anticipated for the development; and
 - j. Any additional items requested by the DAT and any items identified by the Applicant that would promote the development proposal.
10. A description of any reservation or dedication of land for public purposes.
11. A description of any proposed deviations from the standards that are applicable to developments within Celina's city limits or its extraterritorial jurisdiction.
12. Anticipated schedule for annexation into the City.
13. A development agreement must be completed and approved by Council prior to any review of proposed dist documents.
14. For proposed development agreements or other incentives, the Applicant shall provide the following documents which should accurately reflect the anticipated development costs:
- a. Public Improvement District PID: Preliminary Service and Assessment Plan
 - b. Tax Increment Reinvestment Zone TIRZ: Preliminary Project and Finance Plan
 - c. Municipal Management District: Feasibility study and cost breakdown
 - d. Incentives not listed: DAT will identify required documents



APPLICATION FOR:
Special Taxing District
Assessment District
Tax Increment Reinvestment Zone TIRZ
or Tax Reimbursements &
Economic Development Incentives
 Planning & Development Services
 142 N. Ohio St.
 City of Celina, Texas

Piecemeal applications will not be accepted and will be considered incomplete.
Revisions and new items must be submitted in person; Email & Courier submittals will not accepted.

APPLICATION FEES: FEES ARE NON REFUNDABLE

\$10,000 City Development Agreement Fee (required for original applications and all amendments)

\$5,000 Development and District Analysis (deposit)

\$5,000 Legal Review (deposit)

\$5,000 Engineering Consultant Review (deposit) Requirement will be determined at pre-application meeting

PROPERTY INFORMATION

Project Name:	County: ☐ Denton ☐ Collin
Project Address/Location:	
Zoning District(s):	
Tax Assessor's Parcel Number(s):	
Legal Description:	
Utility Districts:	
Acreage:	

APPLICANT INFORMATION

First Name:	Last Name:
Mailing Address:	
Apt / Suite #:	
City:	State:
Zip:	
Phone Number:	Ext:
Fax Number:	
Email address:	

PROPERTY OWNER(S)

First Name:	Last Name:
Mailing Address:	
Apt / Suite #:	
City:	State:
Zip:	
Phone Number:	Ext:
Fax Number:	
Email Address:	

REPRESENTATIVE / ATTORNEY

First Name:		Last Name:	
Company Name:		Position:	
Mailing Address:		Apt / Suite #:	
City:	State:	Zip:	
Phone Number:	Ext:	Fax Number:	

I certify that I am the owner of the property for which this application is made, or that I have the permission of the owner(s) of the property to represent their behalf and have included their written authorization.

I understand that the application fees are non-refundable and are compensation for the time that City staff and their consultants spend on an application. I also understand that the submittal of an application and fees in no way guarantees approval of my proposal.

Print Name: _____ Date: _____

Applicant Signature: _____ Date: _____

Print Property Owners Name: _____ Property Owners Signature: _____

The State of _____

County of _____

Before me _____

(notary)

(Property Owner)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

(seal)

Notary In and For State Of Texas



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: Fee Schedule Amendment for Development Agreement fees relating to Special Taxing Districts, Assessment Districts, Tax Increment Reinvestment Zones (TIRZ), or Tax Reimbursements & Economic Development Incentives.

Action Requested:

Consider and act upon an Ordinance of the City Council of the City of Celina Texas amending the City's Code of Ordinances, Appendix A: Fee Schedule, Sec. A6.014 Development agreement application. (Liebman)

Background Information:

Staff is proposing amendments to the City's Fee Schedule to amend the City's fees for Development Agreement fees relating to Special Taxing Districts, Assessment Districts, Tax Increment Reinvestment Zones (TIRZ), or Tax Reimbursements & Economic Development Incentives.

It is the intent of staff and its consultants to amend the fees to reduce the financial burden on applicants and to facilitate prompt and efficient developments.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

The City Attorney has reviewed the proposed resolution

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A: FEE SCHEDULE, 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 ordinance (1976 : Fee Schedule (District Fees))

SECTION 3 **AMENDMENTS**

- 3.01 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A6.000: Subdivision, Zoning, and Land Usage Fees; Section A6.014 Development agreement applications, shall be amended to read as follows:

“Sec. A6.014 Development agreement fees for Special Taxing Districts, Assessment Districts, Tax Increment Reinvestment Zones (TIRZ), or Tax Reimbursements & Economic Development Incentives.

- (a) A \$10,000 fee, plus the cost of fees for professional review, including but not limited to legal, engineering, land planning, and financial analysis shall be paid at the time of request for each development agreement application and amendments.
- (b) \$5,000 legal review deposit.
- (c) \$5,000 development and district analysis deposit
- (d) \$5,000 engineering consultant review deposit

- 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**

Attachment: fee schedule ordinance (1976 : Fee Schedule (District Fees))

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 _____, 2017.

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 ordinance (1976 : Fee Schedule (District Fees))



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Rick Chaffin, Interim City Manager
Date: March 14, 2017
Re: TIRZ Board Appointments

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, pursuant to Chapter 311 of the Texas Tax Code, appointing members to the Board of Directors for the Reinvestment Zones created by the City of Celina. (Fort)

Background Information:

Previous TIRZ creation ordinances appointed council members by name to TIRZ Boards. The attached ordinance modifies this for all Tax Increment Reinvestment Zones in Celina to name the TIRZ Board members by “position”. The ordinance automatically corrects for any mayor or council member that may have a conflict that prevents service on a particular TIRZ board.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance

Staff Recommendation:

CITY OF CELINA, TEXAS

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, APPOINTING MEMBERS TO THE BOARD OF DIRECTORS FOR THE REINVESTMENT ZONES CREATED BY THE CITY OF CELINA; PROVIDING THAT THIS ORDINANCE TAKE EFFECT IMMEDIATELY UPON PASSAGE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Celina, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), designated geographic areas as tax increment reinvestment zones in accordance with the requirements of the Act; and

WHEREAS, each ordinance creating a tax increment reinvestment zone established an initial board of directors for each tax increment reinvestment zones consisting of either six (6) or seven (7) members appointed by the City Council; and

WHEREAS, the following tax increment reinvestment zones created by the city currently are currently in existence and directed by the initial board of directors for each respective tax increment reinvestment zone: Reinvestment Zone Number Two, City of Celina (Creeks of Legacy); Reinvestment Zone Number Three, City of Celina (Wells South); Reinvestment Zone Number Four, City of Celina (Sutton Fields); Reinvestment Zone Number Five, City of Celina (Old Celina); Reinvestment Zone Number Six, City of Celina (Glen Crossing); Reinvestment Zone Number Seven, City of Celina (Ownsby Farms) (individually, a “Zone” and collectively, the “Zones”)

WHEREAS, Texas Tax Code § 311.009(e)(1) requires each member of the board of directors of a tax increment reinvestment zone to be at least eighteen (18) years of age and either be a resident of the county in which the Zone is located or a county adjacent to that county, or own real property in the Zone; and

WHEREAS, Texas Tax Code § 311.009(f) requires the City Council to annually appoint one member of the board of directors for each tax increment reinvestment zone to serve as chairman for a term of one (1) year that begins January 1 of the following year; and

WHEREAS, the City Council desires to provide consistency in the appointment of members to the board of directors of the Zones by the appointment of the Mayor and City Council members by Council place, appointment of a chairman of each board of directors,

and conflict of interest provisions if the Mayor or City Council members cannot serve on a board of directors.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

SECTION 2. BOARD OF DIRECTORS.

(a) The City Council hereby appoints as members of the board of directors for each Zone (individually, a “Board” and collectively, the “Boards”) the following seven (7) members:

- 1: Mayor
- 2: City Councilmember, Place 1
- 3: City Councilmember, Place 2
- 4: City Councilmember, Place 3
- 5: City Councilmember, Place 4
- 6: City Councilmember, Place 5
- 7: City Councilmember, Place 6

(b) Members of the Boards shall be appointed for terms of two years. The term of any elected official serving on a Board shall automatically expire when their term in said elected office ends and the person that takes their elected office, once duly sworn in, shall automatically be appointed to their place on the Board.

(c) The City Council hereby appoints the Mayor to serve as chairman of the Boards for one year. If City Council does not appoint a chairman after the one year term, the Mayor is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. In the event the Mayor has a conflict of interest that prevents him/her from serving on a Board, the Mayor-Pro Tem is appointed to serve as chairperson for that Board. The Board may elect a vice-chair to preside in the absence of the chair or when there is a vacancy in the office of chairperson. The Board may elect other officers as it considers appropriate.

(d) In the event the Mayor or City Council member(s) has a potential conflict that prevents him/her from serving on a Board, that person shall not be appointed to the Board and his/her position on the Board shall be vacant while the conflict of interest exists. Any vacant position shall not count for purposes of determining a quorum or number of votes.

SECTION 3. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Celina hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF MARCH, 2017.

Chad Anderson, Mayor Pro-tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: March 14, 2017
Re: Glen Crossing Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Glen Crossing, Phase 1, being approximately 41.814 acres situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, comprised of 159 residential lots, and four (4) open space/common areas. The property is located south of County Road 55 (Glendenning Parkway), and west of County Road 1117, west of Preston Road, and east of Dallas North Tollway. (Glen Crossing Phase 1 Construction Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Construction Plat for Glen Crossing Phase 1 and has determined that there are no outstanding comments to address.

Board Review/Citizen Input:

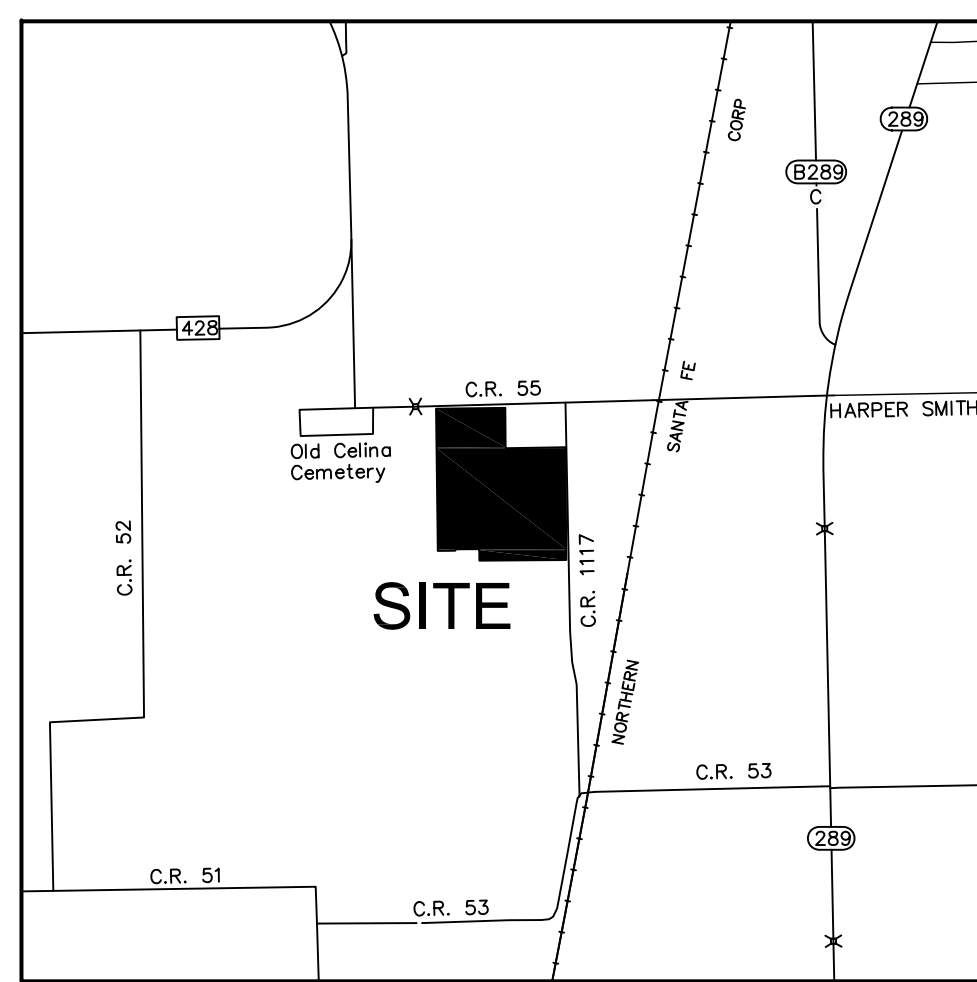
Planning & Zoning Commission voted unanimously to approve the request at the February 21, 2017 meeting.

Supporting Documents:

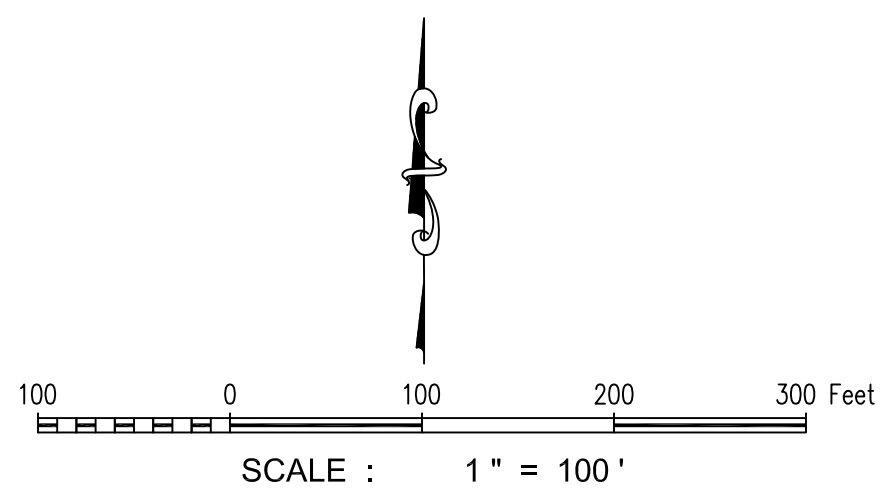
Plat Exhibit

Staff Recommendation:

Staff recommends approval as presented.



VICINITY MAP 1" = 2000'



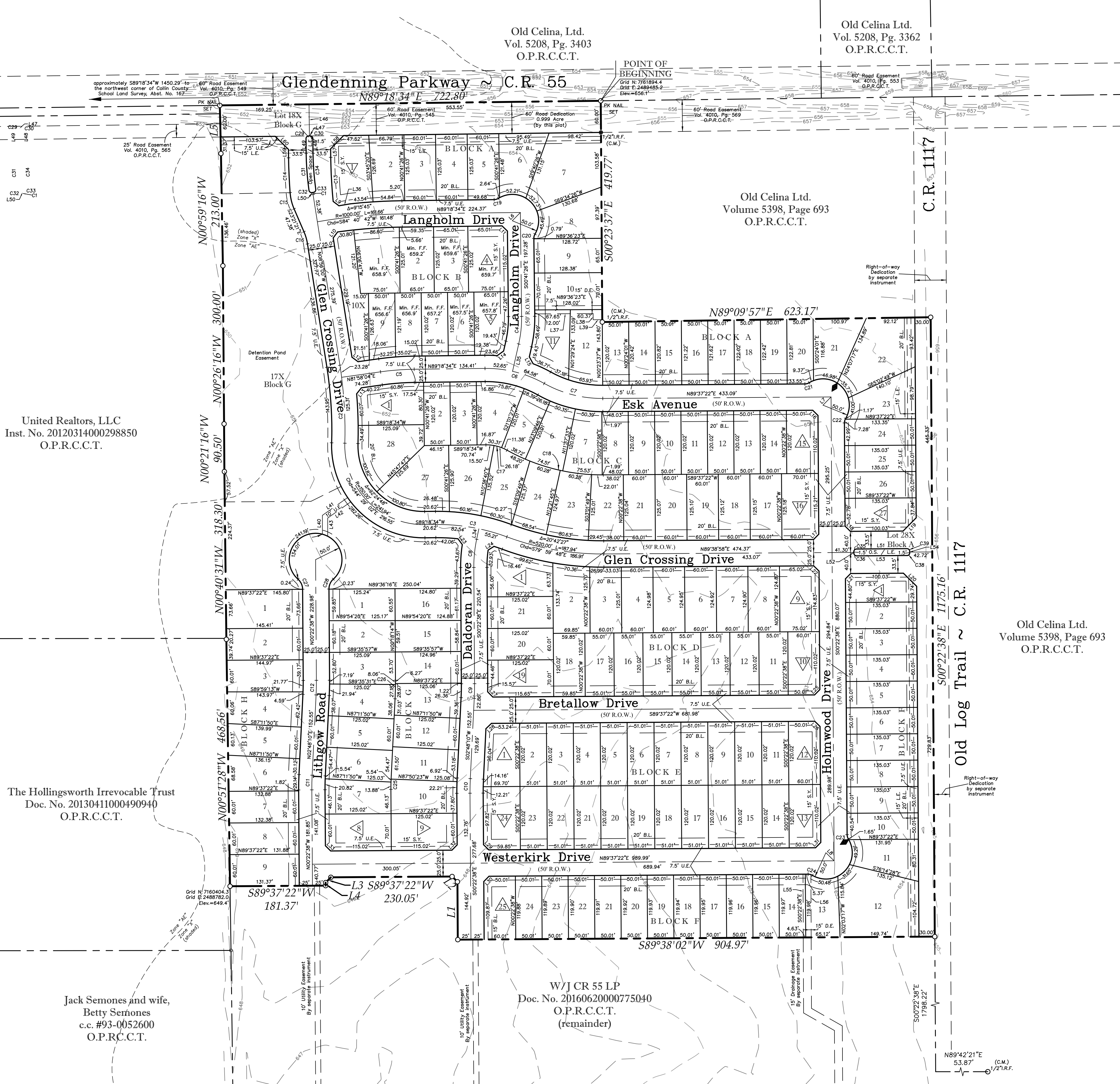
NOTES:

- Horizontal datum shown is based on Texas State Plane Coordinate System, North Central Zone NAD83 (U.S. Feet) with a combined scale factor of 1.000152710.
- All corners are 1/2 inch iron rods set with a yellow cap stamped "Arthur Surveying Company", unless otherwise noted.
- Selling a portion of this addition by metes and bounds is a violation of town ordinance and State law and is subject to fines and withholding of utilities and building permits.
- It is my opinion that the property described hereon is partially located within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community-Panel No. 480130 0120 J, present effective date of map, June 2, 2009, herein property situated within Zone "AE" and "X" (shaded and unshaded).
- 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 apparatuses. The maintenance of paving on the Fire Lane Easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "FIRE LANE, NO PARKING". The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.
- The undersigned does hereby covenant and agree that the access easement may be utilized by 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.
- Ownership and maintenance of all open space "X" lots shall be the responsibility of the Home Owner's Association (HOA).
- The Home Owner's Association (HOA) shall be solely responsible for the maintenance of the storm water detention system and storm drainage system in common area lots. The HOA shall further hold the City of Celina harmless from any damages to persons, to the owner's lot or any lot arising from such maintenance responsibility. The detention easement shown hereunder shall not create any affirmative duty to the City to repair, maintain, or correct any condition that exists or occurs due to the natural flow of storm water runoff including but not limited to, storm water overflow, bank erosion and sloughing, loss of vegetation and trees, bank subsidence and interference with structures, the City retains the right to enter upon these easements for public purposes.
- There is a 7.5 foot wide Utility Easement dedicated along all rights-of-way.

LEGEND:

MON. - MONUMENT
I.R.S. - IRON ROD SET
I.R.F. - IRON ROD FOUND
FND. - FOUND
ROW - RIGHT-OF-WAY
CM - CONTROL MONUMENT
POB - POINT OF BEGINNING
B.L. - BUILDING LINE
S.Y. - SIDE YARD
U.E. - UTILITY EASEMENT
L.E. - LANDSCAPE EASEMENT
V.E. - VISIBILITY EASEMENT
O.S. - OPEN SPACE
A.S.C. - ARTHUR SURVEYING COMPANY
D.R.C.C.T. - DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. - PLAT RECORDS, COLLIN COUNTY, TEXAS
MIN. F.F. - MINIMUM FINISH FLOOR

◆ DENOTES STREET NAME CHANGE
○ - 1/2" IRON ROD SET CAPPED "ASC" UNLESS OTHERWISE DENOTED
△ - INDICATES ORIENTATION OF CORNER LOT



Jack Semones and wife,
Betty Semones
c.c. #93-0052600
O.P.R.C.C.T.

Old Celina, Ltd.
Vol. 5208, Pg. 3403
O.P.R.C.C.T.

Old Celina Ltd.
Vol. 5208, Pg. 3362
O.P.R.C.C.T.

Old Celina Ltd.
Volume 5398, Page 693
O.P.R.C.C.T.

Old Celina Ltd.
Volume 5398, Page 693
O.P.R.C.C.T.

OWNER

W/J CR 55 LP
600 N. Pearl Street, Suite 650
Dallas, TX 75201
Phone: _____
Contact: _____

ENGINEER

KIRKMAN ENGINEERING
4821 Merlot Avenue, Suite 210
Grapevine, TX 76051
Phone: (817) 488-4960
Contact: Patrick Filson

Arthur Surveying Co., Inc.
Professional Land Surveyors

(972) 221-9439 ~ Fax (972) 221-4675
220 Elm Street, Suite 200 P.O. Box 54
Lewisville, Texas 75057 ~ TTY: 972 221-1000
Established 1986
www.arthursurveying.com

DRAWN BY: Jav DATE: 07/29/16 SCALE: 1"=100' CHECKED BY: D.L.A. ASC NO.: 1504238-12

CONSTRUCTION PLAT GLEN CROSSING, PHASE 1

Being 159 Residential Lots and
being 4 Open Space Lots
41.814 Acres out of the
Collin County School Land Survey, Abst. No. 167
City of Celina, Collin County, Texas

- 2017 -

1/2

Line Table				
Line	Direction	Length		
L1	N00°22'38"W	109.86'		
L2	N45°22'38"W	14.14'		
L3	S44°37'22"W	14.14'		
L4	S00°22'38"E	5.71'		
L5	N01°20'16"W	91.37'		
L6	S44°18'34"W	21.92'		
L7	S44°37'22"W	21.92'		
L8	S45°29'28"E	21.88'		
L9	N52°54'23"W	13.67'		
L10	N36°25'31"E	14.05'		
L11	S45°41'26"E	14.14'		
L12	N53°28'58"W	14.25'		
L13	N38°23'02"E	14.49'		
L14	S54°16'25"W	14.97'		
L15	N28°50'29"W	14.97'		
L16	S45°22'38"E	14.14'		
L17	S44°38'10"W	14.14'		
L18	N45°21'50"W	14.15'		
L19	S44°38'10"W	35.35'		
L20	S45°21'50"E	35.36'		
L21	N44°38'10"E	14.14'		
L22	S45°21'50"E	14.15'		
L23	S36°36'42"E	13.80'		
L24	N58°03'48"E	13.18'		
L25	S44°37'22"W	14.14'		
L26	S45°22'38"E	14.14'		
L27	N44°15'17"W	13.86'		
L28	N46°12'46"E	14.53'		
L29	N45°22'38"W	14.14'		
L30	N44°37'22"E	14.14'		
L31	S44°37'22"W	14.14'		
L32	S44°37'22"W	14.14'		
L33	N45°22'38"W	14.14'		
L34	N11°57'31"E	20.32'		
L35	S12°42'55"W	53.18'		
L36	S80°10'48"W	21.68'		
L37	N89°36'23"E	110.83'		
L38	N00°00'00"E	11.78'		
L39	S89°36'23"W	17.27'		
L40	N00°00'00"E	35.78'		
L41	N54°54'53"E	58.55'		
L42	S54°54'53"W	53.50'		
L43	S00°00'00"E	34.45'		
L44	S89°56'32"W	1461.11'		
L45	S89°56'32"W	1461.11'		
L46	S00°41'26"E	60.00'		
L47	N89°18'34"E	3.00'		
L48	S00°41'26"E	27.94'		
L49	S00°41'26"E	27.94'		
L50	S81°28'51"W	3.00'		
L51	N89°38'58"E	96.02'		
L52	S00°21'02"E	3.00'		
L53	N89°38'58"E	96.02'		
L54	N00°21'02"W	3.00'		
L55	S00°14'43"E	119.98'		
L56	S00°14'43"E	119.06'		
L57	N00°41'26"W	16.07'		
L58	N00°18'34"E	35.36'		
L59	N00°41'26"W	16.07'		
L60	N45°41'26"W	35.36'		

Curve Table				
Curve	Radius	Length	Delta	Chord
C1	546.00'	3.95'	000°24'51"	N08°43'34"W 3.95'
C2	799.00'	148.60'	010°39'22"	N03°36'19"W 148.39'
C3	375.00'	137.76'	021°02'51"	N80°10'00"W 136.98'
C4	225.00'	52.64'	013°24'20"	N06°00'04"E 52.52'
C5	500.00'	64.07'	007°20'30"	S85°38'19"W 64.02'
C6	225.00'	117.23'	029°51'09"	N75°45'51"W 115.91'
C7	225.00'	116.00'	029°32'21"	S75°36'27"E 114.72'
C8	250.00'	53.82'	012°20'08"	S05°47'27"W 53.72'
C9	500.00'	27.75'	003°10'47"	N01°12'46"E 27.75'
C10	500.00'	27.75'	003°10'47"	S01°12'46"W 27.75'
C11	500.00'	27.75'	003°10'47"	S01°12'46"W 27.75'
C12	500.00'	27.75'	003°10'47"	N01°12'46"E 27.75'
C13	960.00'	83.85'	005°00'15"	S03°11'33"E 83.82'
C14	1040.00'	66.20'	003°38'50"	S02°30'51"E 66.19'
C15	95.50'	31.70'	019°01'05"	S13°50'48"E 31.55'
C16	95.50'	24.04'	014°25'21"	N16°08'40"W 23.98'
C17	80.00'	41.68'	029°51'09"	N75°45'51"W 41.21'
C18	370.00'	190.76'	029°32'21"	S75°36'27"E 188.65'
C19	15.50'	8.45'	031°14'40"	N73°41'14"E 8.35'
C20	15.50'	8.45'	031°14'40"	S14°55'54"W 8.35'
C21	15.50'	8.45'	031°14'40"	N74°00'02"E 8.35'
C22	15.50'	8.45'	031°14'40"	S15°14'42"W 8.35'
C23	15.50'	8.45'	031°14'40"	S15°59'58"E 8.35'
C24	15.50'	8.45'	031°14'40"	N74°45'18"W 8.35'
C25	349.98'	19.42'	003°10'47"	S01°12'46"W 19.42'
C26	650.00'	35.24'	003°06'24"	N01°14'58"E 35.24'
C27	25.00'	21.03'	048°11'19"	N24°28'17"W 20.41'
C28	25.00'	21.03'	048°11'27"	S23°43'06"W 20.41'
C29	5.00'	7.85'	090°00'00"	S44°18'34"W 7.07'
C30	5.00'	7.85'	090°00'00"	N45°41'26"W 7.07'
C31	552.50'	70.45'	007°18'19"	S04°20'35"E 70.40'
C32	5.00'	7.90'	090°31'24"	S53°15'27"W 7.10'
C33	5.00'	7.78'	089°06'19"	N36°55'46"E 7.02'
C34	539.50'	68.79'	007°18'21"	S04°20'36"E 68.75'
C35	5.00'	7.85'	090°00'00"	S44°38'58"W 7.07'
C36	5.00'	7.85'	090°00'00"	S45°21'02"E 7.07'
C37	5.00'	7.85'	090°00'00"	N44°38'58"E 7.07'
C38	5.00'	7.85'	090°00'00"	N44°38'58"E 7.07'
C39	5.00'	7.85'	090°00'00"	N45°21'02"W 7.07'

State of Texas §
County of Collin §
Owner's Certificate and Dedication

WHEREAS W/J CR 55 LP is the owner of all that certain lot, tract or parcel of land situated in the Collin County School Land Survey, Abstract Number 167, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to W/J CR 55 LP, recorded under Document Number 20160620000775040 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail set for the most north northeast corner of said W/J tract, being the northwest corner of that certain tract of land described by deed to Old Celina Ltd., recorded in Volume 5398, Page 693 of the Official Public Records of Collin County, Texas, being in the south line of that certain tract of land described by deed to Old Celina Ltd, recorded in Volume 5208, Page 3403 of the Official Public Records of Collin County, Texas, and being within County Road 55 (CR 55);

THENCE South 00 degrees 23 minutes 37 seconds East, with the common line of said W/J tract and said Old Celina tract, a distance of 419.77 feet to a ½ inch iron rod found for corner;

THENCE North 89 degrees 09 minutes 57 seconds East, continuing with the common line of said W/J tract and said Old Celina tract, a distance of 623.17 feet to a ½ inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner, said point being within County Road 1117 (CR 1117);

THENCE South 00 degrees 22 minutes 38 seconds East, within said CR 1117, a distance of 1175.16 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 89 degrees 38 minutes 02 seconds West, within said W/J tract, a distance of 904.97 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 00 degrees 22 minutes 38 seconds West, within said W/J tract, a distance of 109.86 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 45 degrees 22 minutes 38 seconds West, continuing within said W/J tract, a distance of 14.14 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 89 degrees 37 minutes 22 seconds West, continuing within said W/J tract, a distance of 230.05 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 44 degrees 37 minutes 22 seconds West, continuing within said W/J tract, a distance of 14.14 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 00 degrees 22 minutes 38 seconds East, continuing within said W/J tract, a distance of 5.71 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 89 degrees 37 minutes 22 seconds West, continuing within said W/J tract, a distance of 181.37 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said W/J tract and being in the east line of that certain tract of land described by deed to The Hollingsworth Irrevocable Trust, recorded under Document Number 20130411000490940 of the Official Public Records of Collin County, Texas;

THENCE North 00 degrees 51 minutes 28 seconds West, with the common line of said W/J tract and said Trust tract, a distance of 468.56 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for the northeast corner of said Trust tract and the southeast corner of that certain tract of land described by deed to United Realtors, LLC, recorded under Instrument Number 20120314000298850 of the Official Public Records of Collin County, Texas;

THENCE North 00 degrees 40 minutes 31 seconds West, with the common line of said W/J tract and said United Realtors tract, a distance of 318.30 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 00 degrees 21 minutes 16 seconds West, continuing with the common line of said W/J tract and said United Realtors tract, a distance of 90.50 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 00 degrees 26 minutes 16 seconds West, continuing with the common line of said W/J tract and said United Realtors tract, a distance of 300.00 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 00 degrees 59 minutes 16 seconds West, continuing with the common line of said W/J tract and said United Realtors tract, a distance of 213.00 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE North 01 degrees 20 minutes 16 seconds West, continuing with the common line of said W/J tract and said United Realtors tract, a distance of 91.37 feet to a PK Nail set in asphalt road for the common north corner of said W/J tract and said United Realtors tract, being in the south line of said Old Celina tract (V.5208/P.3403), and being within said CR 55;

THENCE North 89 degrees 18 minutes 34 seconds East, within said CR 55, a distance of 722.80 feet to the POINT OF BEGINNING, and containing 41.814 acres of land, more or less

NOW, therefore, know all men by these presents:

THAT W/J CR 55 LP, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as GLEN CROSSING, PHASE I, 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 of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2017.

W/J CR 55 LP

By: _____

State of Texas §
County of Collin §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 2017

Notary Public in and for the State of Texas

Lot and Block Analysis			
Lot	Block	Square Feet	Acres
1	A	9,378	0.215
2	A	7,959	0.183
3	A	7,503	0.172
4	A	7,503	0.172
5	A	7,491	0.172
6	A	8,673	0.199
7	A	15,396	0.353
8	A	9,187	0.211
9	A	8,357	0.192
10	A	8,976	0.206
11	A	8,183	0.188
12	A	8,789	0.202
13	A	6,013	0.138
14	A	6,032	0.138
15	A	6,052	0.139
16	A	6,072	0.139
17	A	6,092	0.140
18	A	6,112	0.140
19	A	6,132	0.141
20	A	6,108	0.140
21	A	8,638	0.198
22	A	14,874	0.341
23	A	8,875	0.204
24	A	6,749	0.155
25	A	6,752	0.155
26	A	6,752	0.155
27	A	8,118	0.186
28X	A	1,357	0.031
1	B	9,985	0.229
2	B	8,128	0.187
3	B	8,128	0.187
4	B	9,328	0.214
5	B	7,468	0.171
6	B	6,002	0.138
7	B	6,002	0.138
8	B	6,016	0.138
9	B	6,182	0.142
10X	B	9,674	0.222
1	C	9,662	0.222
2	C	6,002	0.138
3	C	6,002	0.138
4	C	8,392	0.193
5	C	6,281	0.144
6	C	7,493	0.172
7	C	7,557	0.173
8	C	6,002	0.138
9	C	6,002	0.138
10	C	6,002	0.138
11	C	6,002	0.138
12	C	6,002	0.138
13	C	6,002	0.138
14	C	6,002	0.138
15	C	7,153	0.164
16	C	8,716	0.200
17	C	7,511	0.172
18	C	7,509	0.172
19	C	7,508	0.172
20	C	7,506	0.172
21	C	7,504	0.172
22	C	7,969	0.183
23	C	8,806	0.202
24	C	8,048	0.185
25	C	8,701	0.200
26	C	9,500	0.218
27	C	12,155	0.279
28	C	10,995	0.252
1	D	9,902	0.227
2	D	9,008	0.207
3	D	7,508	0.172
4	D	7,501	0.172
5	D	7,499	0.172
6	D	7,497	0.172
7	D	7,496	0.172
8	D	7,494	0.172
9	D	9,316	0.214
10	D	7,153	0.152
11	D	6,602	0.152
12	D	6,602	0.152
13	D	6,602	0.152
14	D	6,602	0.152
15	D	6,602	0.152
16	D	6,602	0.152
17	D	6,602	0.152
18	D	7,183	0.165
19	D	8,709	0.200
20	D	7,503	0.172
21	D	7,503	0.172

Lot and Block Analysis			
Lot	Block	Square Feet	Acres
1	E	7,939	0.182
2	E	6,122	0.141
3	E	6,122	0.141
4	E	6,122	0.141
5	E	6,122	0.141
6	E	6,122	0.141
7	E	6,122	0.141
8	E	6,122	0.141
9	E	6,122	0.141
10	E	6,122	0.141
11	E	6,122	0.141
12	E	7,153	0.164
13	E	7,153	0.164
14	E	6,122	0.141
15	E	6,122	0.141
16	E	6,122	0.141
17	E	6,122	0.141
18	E	6,122	0.141
19	E	6,122	0.141
20	E	6,122	0.141
21	E	6,122	0.141
22	E	6,122	0.141
23	E	6,122	0.141
24	E	8,333	0.191
1	F	7,033	0.161
2	F	6,752	0.155
3	F	6,752	0.155
4	F	6,752	0.155
5	F	6,752	0.155
6	F	6,752	0.155
7	F	6,752	0.155
8	F	6,752	0.155
9	F	6,752	0.155
10	F	6,743	0.155
11	F	8,193	0.188
12	F	18,436	0.423
13	F	7,238	0.166
14	F	6,000	0.138
15	F	5,999	0.138
16	F	5,999	0.138
17	F	5,998	0.138
18	F	5,998	0.138
19	F	5,997	0.138
20	F	5,997	0.138
21	F	5,997	0.138
22	F	5,996	0.138
23	F	5,996	0.138
24	F	5,995	0.138
25	F	7,144	0.164
1	G	7,538	0.173
2	G	7,489	0.172
3	G	7,613	0.175
4	G	7,830	0.180
5	G	7,503	0.172
6	G	7,503	0.172
7	G	7,937	0.182
8	G	8,703	0.200
9	G	8,703	0.200
10	G	7,851	0.180
11	G	7,602	0.175
12	G	7,503	0.172
13	G	7,938	0.182
14	G	7,498	0.172
15	G	7,392	0.170
16	G	7,595	0.174
17X	G	176,389	4.049
18X	G	1,377	0.032
1	H	10,726	0.246
2	H	8,714	0.200
3	H	8,748	0.201
4	H	9,014	0.207
5	H	8,285	0.190
6	H	8,695	0.200
7	H	7,959	0.183
8	H	7,929	0.182
9	H	7,899	0.181

State of Texas §
County of Denton §

That I, Douglas L. Arthur, 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 supervision in accordance with the subdivision ordinance of the City of Celina, Texas.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 2/13/2017

Douglas L. Arthur, R.P.L.S.
Number 4357

State of Texas §
County of Denton §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Douglas L. Arthur, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 2017.

Notary Public in and for the State of Texas

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

CERTIFICATE OF APPROVAL

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

Recommended by:

Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson

Date of Recommendation

Approved by:

City Council
City of Celina, Texas

Signature of Mayor

Date of Approval

ATTEST:

City Secretary

Date

OWNER

W/J CR 55 LP
600 N. Pearl Street, Suite 650
Dallas, TX 75201
Phone:
Contact:

ENGINEER

KIRKMAN ENGINEERING
4821 Merlot Avenue, Suite 210
Grapevine, TX 76051
Phone: (817) 488-4960
Contact: Patrick Filson



(972) 221-0430 ~ Fax (972) 221-4675
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 76007 ~ TFFN No: 10063800
Established 1986
www.arthursurveying.com

CONSTRUCTION PLAT
GLEN CROSSING, PHASE 1

Being 159 Residential Lots and
being 4 Open Space Lots
41.814 Acres out of the
Collin County School Land Survey, Abst. No. 167
City of Celina, Collin County, Texas

-- 2017 --

2/2



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: Nguyen Tract Annexation

Action Requested:

Consider and act to institute the annexation of a ± 1.0 acre tract of land and half of its adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945. Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of the Rolling Meadows Estates. (Nguyen Tract) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the property. The property owner has been offered a Chapter 43 Pre-annexation agreement which has been denied.

- ~~• December 13, 2016 - City Council acts on Resolution to set the public hearing dates.~~
- ~~• January 14, 2017 - Two separate public hearings are held on the same night (5:00pm & 5:05pm at 112 N. Colorado Dr., Celina, Texas.)~~
- March 14, 2017 - City Council acts to Institute annexation proceedings Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Mary Petty, Petty & Associates, Inc.
 Date: March 14, 2017
 Re: Sutton Fields II TIRZ # 4 Resolution to call Public Hearing

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, setting a public hearing under Section 311.003, 311.007 and 311.011 of the Texas Tax Code to amend the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Four; City of Celina, Texas and to enlarge the boundaries of said Reinvestment Zone; authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing; providing for an effective date; and resolving other matters incident and related thereto. (Sutton Fields II) (Petty)

Background Information:

Sutton Fields II PID was contemplated to be served water and sewer service via the City of Celina. This would require a great deal of expense to acquire the necessary CCNs as well as a significant amount of off-site infrastructure required to serve this subdivision. These offsite and oversizing costs were anticipated to be borne by the City's TIRZ Number Four, which overlays portions of this property.

As a result of interlocal cooperation and with the Developer's consent, the Mustang Special Utility District (MSUD), which already owns the majority of the subject property CCN, and has infrastructure and capacity in place in this area of the City, can serve both water and sewer to this subdivision at a lower cost to the future residents and to the City. (The City and MSUD are reviewing final documents for service to these future residents, which will be presented when the SAP amendments are presented to the Council.)

In order to make these desired changes to the infrastructure and financing that will serve and be paid for by the PID and the TIRZ, the TIRZ Final Project and Finance Plan must be amended. Further, when the TIRZ was originally created, the boundary only coincided with the Phase I Neighborhood, however the infrastructure will benefit the entire development, so the City is seeking to amend the boundary to coincide with the PID boundary.

The public hearing process is a requirement of the Texas Tax Code governing the creation and amendment of the TIRZ.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Review:

Bond Counsel, City Attorney, Land Use Attorney, District Consultants

Supporting Documents:

Public Hearing notice

Staff Recommendation:

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTIONS 311.003, 311.007 AND 311.011 OF THE TEXAS TAX CODE TO AMEND THE FINAL PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS AND TO ENLARGE THE BOUNDARIES OF SAID REINVESTMENT ZONE; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING; PROVIDING FOR AN EFFECTIVE DATE; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the City of Celina, Texas (the “City”), is authorized under Chapter 311 of the Texas Tax Code, as amended (the “Act”), to create a tax increment reinvestment zone within its city limits;

WHEREAS, the City Council of the City (the “City Council”) approved the creation of Reinvestment Zone Number Four, City of Celina (the “Zone”), on November 5, 2015, with the boundaries being 129.34 acres of land; and

WHEREAS, the City Council wishes to hold a public hearing in accordance with Section 311.003, as authorized by Section 311.011(e), of the Act to amend the Final Project and Financing Plan for the Zone dated November 10, 2015, and adopted by the City Council, to amend the projects listed in the Final Project and Financing Plan and to enlarge the boundaries of the Zone by adding 493.439 acres to the Zone as authorized by Section 311.007; and

WHEREAS, the amended Zone is to consist of approximately 622.779 acres, as described in the metes and bounds attached as **Exhibit A**, with the boundaries being enlarged to add 493.439 additional acres; and

WHEREAS, the City Council has determined to hold a public hearing on April 11, 2017 to amend the Final Project and Financing Plan for the Zone.

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

Section 1. That a public hearing is hereby called for April 11, 2017, at 5:00 p.m. at City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, for the purpose of hearing any interested person speak for or against amending the Final Project and Financing Plan for the Zone, the enlargement of the boundaries of the Zone, or the concept of tax increment financing

Section 2. At such time and place the City Council will hear testimony regarding enlargement of the boundaries of the Zone and the amendment to the Final Project and Financing

Plan for the Zone and will provide a reasonable opportunity for interested persons to protest amending the Final Project and Financing Plan for the Zone, the enlargement of the boundaries, or the concept of tax increment financing. Upon closing the public hearing, the City Council may consider the adoption of an ordinance amending the Final Project and Financing Plan for the Zone and enlarging the boundaries.

Section 3. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

Section 4. The City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City on or before March 31, 2017, which is no later than the 7th day before the date of the hearing.

Section 5. Before the April 11, 2017 hearing concerning the amendment to the Final Project and Financing Plan for the Zone, the City shall prepare an amended preliminary project plan and financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 14th DAY OF MARCH, 2017.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

Attachment: res pub hearin amend TIRZ 3.9.17 (1973 : Res Sutton calling Pub Hear TIRZ Amend)

EXHIBIT A
METES AND BOUNDS FOR THE ZONE

622.779 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas H. McIntyre Survey, Abstract No. 903, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being all of that certain tract of land described in deed to Denton County 128 Development LLC recorded in Document No. 2013-135475, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002- 108524, RPRDCT, all of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005- 93340, RPRDCT, all of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, all of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008- 66233, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.72 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

Attachment: res pub hearin amend TIRZ 3.9.17 (1973 : Res Sutton calling Pub Hear TIRZ Amend)

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), the northwest corner of said Tarsan Corporation tract, and the southwest corner of said Denton County 128 Development LLC tract;

THENCE North 01°41'28" East, continuing with the east right-of-way line of FM No. 1385, a distance of 606.35 feet to a point for corner;

THENCE North 00°48'41" East, continuing with the east right-of-way line of FM No. 1385, a distance of 797.78 feet to a point for corner at the most westerly northwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°34'28" East, leaving the east right-of-way line of FM No. 1385, and with the north line of said Denton County 128 Development LLC tract, a distance of 1280.69 feet to a point for corner;

THENCE North 00°20'50" West, with a west line of said Denton County 128 Development LLC tract, a distance of 546.92 feet to a point for corner;

THENCE North 00°25'58" West, with a west line of said Denton County 128 Development LLC tract, a distance of 553.08 feet to a point for corner;

THENCE North 00°04'10" East, with a west line of said Denton County 128 Development LLC tract, a distance of 73.78 feet to a point for corner at the most northerly northwest corner of said Denton County 128 Development LLC tract, and the most southerly southwest corner of that certain tract of land described in deed to Blue Angus Ranch, LP, recorded in Instrument No. 2007-107216, RPRDCT;

THENCE South 89°46'34" East, with the most northerly north line of said Denton County 128 Development LLC tract, and the most southerly south line of said Blue Angus Ranch, LP tract, a distance of 959.68 feet to a point for corner at the most southerly southeasterly corner of said

Blue Angus Ranch, LP tract, and a southwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

THENCE South 89°47'07" East, continuing with the most northerly north line of said Denton County 128 Development LLC tract, and with a south line of said Fashand Farm, Ltd. tract, a distance of 395.15 feet to a point for corner;

THENCE South 02°54'24" West, with an east line of said Denton County 128 Development LLC tract, and a west line of said Fashand Farm, Ltd. tract, a distance of 454.69 feet to a point for corner;

THENCE North 89°30'36" East, with a north line of said Denton County 128 Development LLC tract, and a south line of said Fashand Farm, Ltd. tract, a distance of 156.62 feet to a point for corner located a northeast corner of said Denton County 128 Development LLC tract, a southwest corner of said Fashand Farm, Ltd. tract, and also being the northwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2005-21653, RPRDCT;

THENCE South 00°08'58" East, with the most easterly east line of said Denton County 128 Development LLC tract, the west line of said Fashand Farm, Ltd. tract recorded in Document No. 2005-21653, RPRDCT, and the west line of that certain tract of land described in deed to Jan M. Paliwoda and Margaret Paliwoda recorded in Volume 4364, Page 1631, RPRDCT, a distance of 2034.69 feet to a point for corner located at the northeast corner of that certain tract of land described in deed to SBA Towers IV, LLC recorded in Document No. 2013-94302, RPRDCT;

THENCE South 89°15'21" West, with the north line of said SBA Towers IV, LLC tract, a distance of 50.31 feet to a point for corner;

THENCE South 00°56'04" East, with the west line of said SBA Towers IV, LLC tract, a distance of 50.03 feet to a point for corner;

THENCE North 89°12'39" East, with the south line of said SBA Towers IV, LLC tract, a distance of 49.92 feet to a point for corner located on said most easterly east line of said Denton County 128 Development LLC tract, and the west line of said Jan M. Paliwoda and Margaret Paliwoda tract;

THENCE South 01°18'28" East, with said most easterly east line of said Denton County 128 Development LLC tract, and the west line of the Jan M. Paliwoda and Margaret Paliwoda tract, a distance of 31.07 feet to a point for corner located on said approximate center of Crutchfield Road, and being the southeast corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, the north line of said Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005- 33384, RPRDCT, a distance of 630.84 feet to a railroad spike found for corner at the northeast corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southwest corner of said Fashand Farm, Ltd. tract recorded in Document No. 2004-135532, RPRDCT;

THENCE North 89°30'51" East, continuing with the approximate center of Crutchfield Road, and with the north line of the Amanda S. Myers Irrevocable Asset Trust tract, a distance of 1759.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°23'19" East, with the east line of the Amanda S. Myers Irrevocable Asset Trust tract, and the west line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 2685.16 feet to a 5/8 inch iron rod found for corner;

THENCE South 89°13'31" West, with a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 527.69 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°41'45" West, with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 2985.21 feet to a 60d nail found in asphalt for corner, said nail being located in the approximate center of Parvin Road (undedicated public road);

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a

line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

THENCE North 00°42'55" West, leaving the approximate center of Parvin Road, and with the west line of the Amanda S. Myers Irrevocable Asset Trust tract, the east line of that certain tract of land described in deed to Donald K. Estep and Sonja K. Estep recorded in Document No. 2011-67774, RPRDCT, and that certain tract of land described in deed to Donald Kenny Estep and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°32'42" West, with a south line of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, a distance of 239.66 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;

THENCE North 89°20'27" East, a distance of 238.85 feet to a 1/2 inch iron rod found for corner, said iron rod being located at the southeast corner of the Brewer tract, a northeast corner of the Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 00°32'10" East, with an easterly line of the Kim Family Living Trust tract, and said approximate center of Parvin Road, a distance of 490.79 feet to a 1/2 inch iron rod found for corner at the most southerly southeast corner of the Kim Family Living Trust tract;

THENCE South 89°26'22" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, a distance of 378.96 feet to a nail in asphalt found for corner;

THENCE North 00°17'53" East, leaving the approximate center of Parvin Road, and with a west

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line of the Kim Family Living Trust tract, and the east line of that certain tract of land described in deed to John M. Cosper and Jackie Cosper recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cosper tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cosper tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT- RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITT- RPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 622.779 acres of land.

Attachment: res pub hearin amend TIRZ 3.9.17 (1973 : Res Sutton calling Pub Hear TIRZ Amend)

EXHIBIT B**City of Celina City Council
Notice of Public Hearing
On Amendment to Reinvestment
Zone Number Four, City of Celina**

THE CELINA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON APRIL 11, 2017 AT 5:00 P.M. IN THE CELINA COUNCIL CHAMBERS LOCATED AT 112 N. COLORADO STREET, CELINA, TEXAS, 75009, ON THE AMENDMENT TO THE REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS, FINAL PROJECT AND FINANCING PLAN AND ITS BENEFITS TO THE CITY OF CELINA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE REINVESTMENT ZONE TO PROTEST THE AMENDMENT TO THE REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS, FINAL PROJECT AND FINANCING PLAN AND ENLARGEMENT OF THE ZONE, WHICH ZONE CURRENTLY CONSISTS OF APPROXIMATELY 129.34 ACRES, WHICH APPROXIMATELY 493.439 ACRES ARE PROPOSED TO ADDED TO THE ZONE, FOR AN APPROXIMATE TOTAL OF 622.779 ACRES IN THE EXPANDED ZONE GENERALLY LOCATED AT THE NORTHEAST CORNER OF FM 1385 AND PARVIN ROAD INTERSECTION, NORTH OF US 380 AND WITHIN THE CITY OF CELINA, TEXAS AND AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT CELINA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE AMENDMENT TO THE REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS, FINAL PROJECT AND FINANCING PLAN AND ENLARGEMENT OF THE ZONE, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, CELINA CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE REINVESTMENT ZONE NUMBER FOUR, CITY OF CELINA, TEXAS, FINAL PROJECT AND FINANCING PLAN AND ENLARGING THE ZONE

Attachment: res pub hearin amend TIRZ 3.9.17 (1973 : Res Sutton calling Pub Hear TIRZ Amend)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Mary Petty, Petty & Associates, Inc.
 Date: March 14, 2017
 Re: Sutton Fields II PID Public Hearing

Action Requested:

Consider and act upon a resolution for the City of Celina, Texas, calling for a public hearing on April 11, 2017, to consider an ordinance amending the Sutton Fields II Public Improvement District Service and Assessment Plans (SAP), dated November 10, 2015; directing the City Staff to publish and mail notice of said public hearing; providing for an effective date; and resolving other matters incident and related thereto. (Sutton Fields II) (Petty)

Background Information:

Sutton Fields II PID was contemplated to be served water and sewer service via the City of Celina. This would require a great deal of expense to acquire the necessary CCNs as well as a significant amount of off-site infrastructure required to serve this subdivision. These offsite and oversizing costs were anticipated to be borne by the City's TIRZ which overlays portions of this property.

As a result of interlocal cooperation and with the Developer's consent, the Mustang Special Utility District (MSUD), which already owns the majority of the subject property CCN, and has infrastructure and capacity in place in this area of the City, can serve both water and sewer to this subdivision at a lower cost to the future residents and to the City. (The City and MSUD are reviewing final documents for service to these future residents, which will be presented when the SAP amendments are presented to the Council.)

In order to make these desired changes to the infrastructure and financing that will serve and be paid for by the PID and the TIRZ, the Service and Assessment Plan must be amended. Since the original SAP is required to be considered after the City Council conducts a public hearing, the significant changes to the project and the SAP warrant the public hearing process.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Review:

Bond Counsel, City Attorney, Land Use Attorney, District Consultants

Supporting Documents:

Public Hearing notice

Staff Recommendation:

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS CALLING FOR A PUBLIC HEARING ON APRIL 11, 2017 TO CONSIDER AN ORDINANCE AMENDING THE SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN DATED NOVEMBER 10, 2015; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR AN EFFECTIVE DATE AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Celina, Texas (the "City") to create a public improvement district within the City and its extraterritorial jurisdiction; and

WHEREAS, on October 13, 2015 the City Council conducted a public hearing pursuant to Section 372.009 of the Act to consider a petition received by the City on September 2, 2015 titled "Petition for the Creation of a Public Improvement District Within the City of Celina, Texas for the Sutton Fields II Public Improvement District" requesting the creation of a public improvement district and the advisability of the improvements; and

WHEREAS, on October 13, 2015, after due notice and a public hearing, the City Council approved Resolution No. 2015-51R (the "Authorization Resolution"), authorizing, establishing and creating the Sutton Fields II Public Improvement District (the "District") and determining the advisability of the improvements; and

WHEREAS, the City made findings as to the advisability of certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, on November 10, 2015, the City Council adopted Ordinance No. 2015-54, which approved the Sutton Fields II Service and Assessment Plan dated November 10, 2015 (the "SAP"); and levied assessments against the Neighborhood Improvement Area #1 (as defined in the SAP) located within the District; and

Attachment: Res Calling Pub Hear Sutton Amend SAP 3.19.17 (1972 : Res to call Pub Hear re: Sutton Fields II PID/SAP amend)

WHEREAS, on November 10, 2015, the City Council adopted Ordinance No. 2015-56, which also approved the Sutton Fields II Service and Assessment Plan dated November 10, 2015 (the “SAP”); and levied assessments against the Neighborhood Improvement Areas #2-5 (as defined in the SAP) located within the District; and

WHEREAS, certain Authorized Improvements listed in the SAP will be amended to reflect changes to the scope of the projects within the District and the change from the City to Mustang Special Utility District as the provider of retail water and sewer service for the property within the District; and

WHEREAS, the City desires to hear public comments regarding changes to the Authorized Improvements (the “Amendment”); and

WHEREAS, the notice of the Amendment is not required per the Act, but the City wishes to provide notice of the Amendment in accordance with Section 372 of the Act; and

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

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the SAP.

SECTION 2. THAT the City Council hereby authorizes, and calls, a public hearing to be held on April 11, 2017 at 5:00 p.m. at Celina Council Chambers, 112 N. Colorado Street, Celina, TX 75009, at which the City Council shall, among other actions, hear and pass on any objections to the proposed Amendment.

SECTION 3. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the public hearing to be held on April 11, 2017, in substantially the form attached hereto as **Exhibit A** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before March 31, 2017, as required by Section 372.016(b) of the Act.

SECTION 4. THAT the City Council hereby authorizes and directs the City Secretary to mail, on or before March 31, 2017, to owners of property liable for assessment notice of the public hearing to be held on April 11, 2017 as required by Section 372.016(c) of the Act.

SECTION 5. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act and filing of a proposed assessment role with the City Secretary on or before March 31, 2017) to place the public hearing on the agenda for the April 11, 2017 meeting of the City Council.

SECTION 6. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 14th day of March, 2017.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

EXHIBIT A
CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on April 11, 2017 at 5:00 p.m. at 112 N. Colorado St., Celina, Texas 75009. The public hearing will be held to consider an amendment to the Sutton Fields II Public Improvement Service and Assessment Plan dated November 10, 2015 for property within the Sutton Fields II Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

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

The boundaries of the District include approximately 622.8 acres of land generally located at the northeast corner of the FM 1385 and Parvin Road intersection, north of US 380 and within the City of Celina, Texas and as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Drive, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

Attachment: Res Calling Pub Hear Sutton Amend SAP 3.19.17 (1972 : Res to call Pub Hear re: Sutton Fields II PID/SAP amend)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: Creeks of Legacy Phase 2C Collector SOV

Action Requested:

Consider and act upon a request for a Subdivision Ordinance Variance from First Texas Homes and Centurion American Development Group to Section 10.23.122(r)(5) Boundary Streets & Section 10.03.126 (f)(2) Streets, to allow certain portions of roadways adjacent to the Creeks of Legacy, Phase 2C development to be constructed with future phases of development and/or to have funds escrowed for the future construction. (Creeks of Legacy Phase 2C SOV) (Liebman)

Background Information:

The Subdivision Ordinance requires that ROW and construction of roadways adjacent to property be provided for through the platting process. The collector is required per the approved concept plan for the overall PD for The Creeks of Legacy. This is unusual because half of the roadway is the responsibility of 2 landowners (east) and the other half belongs to another landowner (west). That western landowner is not ready to develop or construct the property and it is logical to require escrow funds for half of the collector with Phase 2A.

Therefore, staff is requiring as a condition of approval of Phase 2C the ROW dedication, construction plans, and escrow of funds for the road during the platting of Phase 2A.

Staff recommends approval on the following conditions:

1. The Plat for the ROW related Collector C behind 2C (First Texas) property, which would normally be dedicated with the Plat for 2C (First Texas), will be dedicated along with the remaining 50% of ROW for Collector C for the open space parcels and the 2A parcel(s) owned by CADG, Frontier 192, LLC/Centurion American at the time that the parcel 2A (Centurion American) Final Plat is filed. Engineering and design plan for Collector C will be submitted with the Construction Plat for 2A (Centurion American) and security will be provided in accordance with the Subdivision Regulations at the time construction commences. Prior to the issuance of any building permits on 2A (Centurion American), Collector C will be constructed and accepted by the City.
2. Alternatively, when the Construction Plat for 2A (Centurion American) is turned in to the City, the Developer, shall escrow with the city 50% of the costs to construct Collector C, where such costs have been reviewed and approved by the City Engineer at the time of the filing of the

Construction Plat for 2A (Centurion American), and with the filing of the Final Plat, dedicate 50% of the ROW (varying widths, but up to 37.5 feet of ROW) for Collector C.

3. This facilities agreement does not preclude the appropriate land owner(s) from applying for rezoning related to the location/existence of Collector C, with that zoning request including that the varying width up to 37.5 ROW, will then be dedicated as a separate landscape buffer lot, maintained by the HOA.
4. The terms of the facilities agreement will contain provisions meeting the requirements of the Subdivision Regulations relative to public improvements, including without limitation: (1) the provisions of Article 10.03, Subdivision 2, "Special Provisions", setting mandatory indemnification requirements; and (2) the provisions contained in Article 10.03, Division 5, "Enforcement", requiring compliance with North Central Texas COG Specifications for Public Works Construction, City inspections, and a maintenance bond in the amount of 100% of the public improvements effective for two (2) years from the date of final acceptance.

Board Review/Citizen Input:

Planning & Zoning Commission voted 4-1 to approve the variance at the February 21, 2017 meeting.

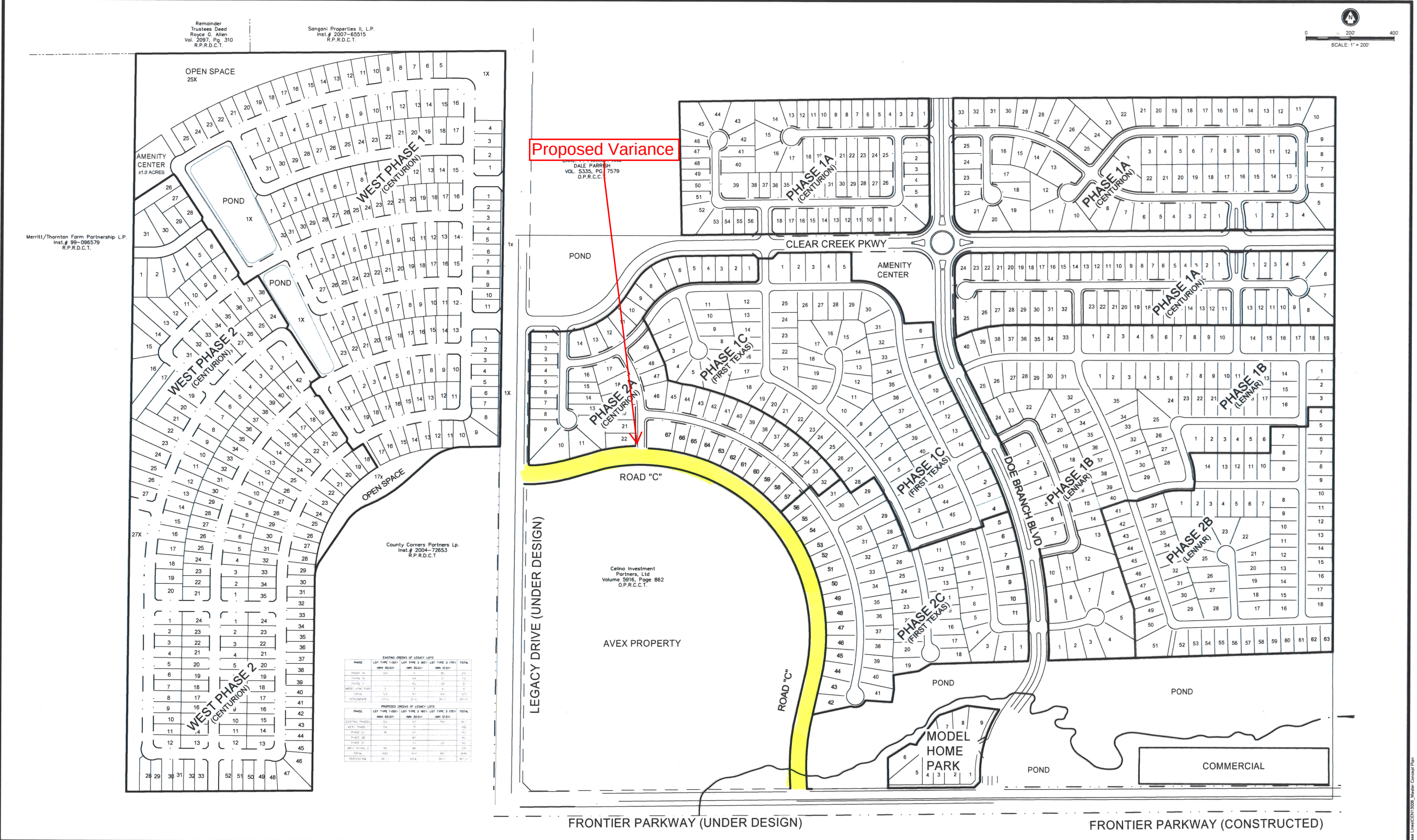
Supporting Documents:

Exhibit illustrating the roadway portions to be postponed

Staff Recommendation:

See recommendation above in background information.

Drawing: J:\LAKEN\130001 Legacy 1700\Kucharski\Phase 1\WACEN130001 Master Concept Plan
Last Saved: 1/20/2017 2:50 PM
Last Printed: 1/20/2017 2:50 PM



EXISTING CREEKS OF LEGACY LOTS					
PHASE	LOT TYPE (150)	LOT TYPE (200)	LOT TYPE (300)	LOT TYPE (400)	TOTAL
PHASE 1A	124	0	0	0	124
PHASE 1B	0	0	0	0	0
PHASE 1C	0	0	0	0	0
PHASE 2A	0	0	0	0	0
PHASE 2B	0	0	0	0	0
PHASE 2C	0	0	0	0	0
TOTAL	124	0	0	0	124
PERCENTAGE	100.00	0.00	0.00	0.00	100.00

PROPOSED CREEKS OF LEGACY LOTS					
PHASE	LOT TYPE (150)	LOT TYPE (200)	LOT TYPE (300)	LOT TYPE (400)	TOTAL
PHASE 1A	124	0	0	0	124
PHASE 1B	0	0	0	0	0
PHASE 1C	0	0	0	0	0
PHASE 2A	0	0	0	0	0
PHASE 2B	0	0	0	0	0
PHASE 2C	0	0	0	0	0
TOTAL	124	0	0	0	124
PERCENTAGE	100.00	0.00	0.00	0.00	100.00

Exhibit
Creeks of Legacy Master Concept Plan
Celina, Texas
June 2016



10875 JOHN W. ELLIOTT DR.
SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800
TX FIRM NO 12207

Attachment: 3075_001_001 (1957 : Creeks of Legacy Phase 2 Collector SOV)

ROBERT MIKLOS
ATTORNEY AT LAW

J. PRABHA CINCLAIR
ATTORNEY AT LAW

DUANE BRIGNAC
ATTORNEY AT LAW

March 9, 2017

Planning Department
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

RE: Variance Request Per PD #46, Collector Road "C"

To Whom It May Concern:

Miklos Law, PLLC, as representative of CTMGT Frontier 80, LLC ("Developer"), request on behalf of Developer, a Subdivision Ordinance Variance to Section 10.03.122(r)(5) Boundary Streets (the "Variance Request"). The purpose of the Variance Request is to allow the Collector "C" roadway, as depicted on Exhibit B to the Development Agreement by and between the City of Celina, Texas, the Board of Directors of Tax Increment Reinvestment Zone Number Two, City of Celina, and Developer, and adjacent to the Creeks of Legacy development, to be constructed by Developer within Phase 2A of development and not with First Texas Homes, Inc.'s development of Phase 2B. First Texas Homes, Inc., will not have any financial obligations or responsibilities to the Developer or City of Celina pertaining to the Collector Road "C".

Should you have any questions, please do not hesitate to contact me at (214) 683-0859.

Sincerely,



J. Prabha Cinclair

cc: Clayton Snodgrass
Via Email: clayton@centurionamerican.com

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ACKNOWLEDGED BY:

CTMGT Frontier 80, LLC

By: [Signature]
Name: Mehrdad Moayeri
Title: Manager
Date: 3/9/17

CADG Frontier 192, LLC

By: [Signature]
Name: Mehrdad Moayeri
Title: Manager
Date: 3/9/17

First Texas Homes, Inc.

By: [Signature]
Name: RANDALL VAN WOIFSINKEL
Title: PRESIDENT
Date: 3/9/17



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: Creeks of Legacy 2C SOV

Action Requested:

Consider and act upon a request for a Subdivision Ordinance Variance from First Texas Homes to Section 10.03.122(m)(1), Culs-de-sac, dead-end streets, to allow an over length cul-de-sac for Creeks of Legacy Phase 2C. The project is located north of Frontier Parkway, west of Dallas Parkway, east of County Road 6 (Legacy Drive), and west of Doe Branch Boulevard. (Creeks of Legacy Phase 2C SOV) (Liebman)

Background Information:

The Subdivision Ordinance includes specific regulations for granting a variance:

Section 10.03.008 Variances and appeals

- (a) These rules and regulations are the standard requirements of the City. Suspension of any of these rules and regulations may be granted by the City Council upon a good and sufficient showing by the owner that there are special circumstances or conditions affecting the property in question, or that enforcement of the provisions of this article will deprive the applicant of a substantial property right and that such suspension, if granted, will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity. Each and every application for variance shall be decided solely and entirely on its own merits and the disposition of any prior or pending application for variance shall not be allowed to enter into or affect any decision on the application in question. Pecuniary interests standing alone shall not be justification for the granting of a variance.
- (b) The owner of any tract of land aggrieved by the decision made under these regulations by any administrator or official of the City shall first apply to the Planning and Zoning Commission for relief from such administrative decision. Any aggrieved party having any interest in the matter may appeal the ruling by the Planning and Zoning Commission regarding the decision to the City Council.

Variance Requested:

The applicant has submitted a request to allow the construction of a cul-de-sac which exceeds the 600 foot maximum allowed by the City's Subdivision regulations.

Legal Review:

N/A

Supporting Documents:

- Exhibit Illustrating the over length section.

Staff Recommendation:

Staff recommends approval.



To: City of Celina

From: Peloton Land Solutions, Inc.

Re: Creeks of Legacy Ph. 2C

Date: December 8, 2016

To Whom It May Concern,

We are requesting approval by City Council of a waiver of Subdivision Ordinance Division 4, Section 10.03.122(m)(1) for a street exceeding the maximum allowable cul-de-sac length. Canadian River Drive (FTX Street C on the approved Concept Plan) and the surrounding lots were graded and moisture conditioned as part of the mass-grading for the entire Creeks of Legacy project. Regrading and revising the limits of moisture conditioning and bring the street length into compliance would impart a significant financial burden on the developer.

Let me know if you need any further information.

Regards,

A handwritten signature in blue ink, appearing to read "Marc P. Paquette", is written over a blue ink stamp that reads "Marc P. Paquette, P.E. Peloton Land Solutions, Inc. Project Manager".

Marc P. Paquette, P.E.
Peloton Land Solutions, Inc.
Project Manager

Attachment: Subdivision Variance Request (1956 : Creeks of Legacy Phase 2C SOV)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 Date: March 14, 2017
 Re: Facilities Agreement related to the Creeks of Legacy Road C

Action Requested:

Consider and act upon a resolution approving a Facilities Agreement for Phase 2A and Phase 2C, Creeks of Legacy Subdivision, between the City, and the Developers of Phase 2A and Phase 2C, CADG, Frontier 192, LLC; CTMGT Frontier 80, LLC; and First Texas Homes INC., for the dedication of right of way and installation of public improvements and facilities, providing obligations of the property owners; and authorizing the City Manager to execute all necessary contract documents. (Creeks of Legacy) (Petty)

Background Information:

The home builder for Phase 2C (First Texas) does not own the ROW for a boundary Road C as depicted on the attached concept plan, and which is located behind their 2C plat. The boundary road does not serve the portion of the development 2C however, the subdivision ordinance requires that the proposed boundary Road C adjacent to their plat be constructed with the construction of Phase 2. There are remaining parts of Phase 2 that are owned and controlled by the Phase 2A Developer/Master Developer, Centurion American.

The ROW/Road C is owned by the master developer, CADG, Frontier 192 LLC. Phase 2A is owned by a CTMGT Frontier 80, LLC, and controlled by related parties to the master developer. Thus, the facilities agreement requires that the owner of the ROW (Centurion American) and the owner of Phase 2A (Centurion American), and the owner of Phase 2C (First Texas) be party to this agreement.

The developer of the property, and owner of the ROW only is responsible for construction of 50% of the boundary road and the dedication of 50% of the ROW for that boundary road. At this time, the Developer desires to seek a zoning change along with the other property owners adjacent to the boundary Road C and within PD #46.

In order to allow time to process this request, and still allow the home builder (First Texas) unrelated to the Developer (Centurion American) to proceed with construction of homes on land they have already purchased, this Facilities Agreement memorializes the term under which First Texas can be granted a variance to the subdivision regulation, while at the same time, ensuring that the intent of the subdivision regulations and existing PD Zoning Ordinance are preserved until such time as the Developer proceeds with either a zoning request or the continued construction of the remaining Phase 2 development.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

City Attorney, Land Use Attorney

Supporting Documents:

Facilities Agreement, Executed by Homebuilder (First Texas) and Developer (Centurion American)
Concept Plan depicting Road C

Staff Recommendation:

**CREEKS OF LEGACY SUBDIVISION
PHASE 2A AND PHASE 2C
FACILITIES AGREEMENT**

An AGREEMENT between the City of Celina, Texas, a home rule municipality, (hereinafter referred to as the "**City**"), **CTMGT Frontier 80, LLC** (Centurion American), a Texas Limited Liability Corporation, owner and developer of Phase 2A of the Creeks of Legacy Subdivision, acting by and through its duly authorized representative (hereinafter referred to as the "**Phase 2A Developer**"), and **CADG Frontier 192, LLC** (Centurion American), a Texas Limited Liability Corporation, owner and developer of the portion of land which is designated as open space and right-of-way related to Road "C" (hereinafter defined) of the City of Celina Planned Development #46, acting by and through its duly authorized representative (hereinafter referred to as "**ROW Developer**"); and **First Texas Homes, Inc.**, a Texas Corporation, owner and developer of Phase 2C of the Creeks of Legacy Subdivision, acting by and through its duly authorized representative (hereinafter referred to as the "**Phase 2C Developer**"), for the installation of certain public improvements and facilities within the city limits of Celina, Texas, within a portion of the Creeks of Legacy Subdivision, more specifically depicted on Exhibit "A" hereto (**Phase 2A, Phase 2C, open space, right-of-way** and **ROW/Road "C"** owned by ROW Developer shall be collectively referred to as the "**Project**"). **Phase 2A Developer, ROW Developer** and **Phase 2C Developer** shall be collectively referred to as "**Developers**".

The Creeks of Legacy Subdivision is more particularly described as a tract of land consisting of approximately 318.9 acres of land. The Project consists of approximately 19.874 acres of land which comprises **Phase 2A**, a variable ROW width of thirty (30) feet to thirty-seven and one-half (37.5) feet depth of land which consists of 50% of the right-of-way for Road "C", and approximately 22.986 acres of land which comprises **Phase 2C**. The public improvements for the Project which are the subject of this Agreement are more particularly described in this Agreement. It is understood by and between the parties that this Agreement is applicable to the lot(s), right-of-way and open space adjacent to **Phase 2A** and **Phase 2C** of the Construction Plat as presented to City for approval on March 14, 2017, and to the offsite improvements required by the City of Celina Zoning Ordinance No. 2014-32, related to the Planned Development #46 more particularly described in this Agreement. It is further agreed that this Agreement, when properly signed and executed, shall satisfy the requirements of the City's Subdivision Regulations.

WHEREAS, under City's Subdivision Ordinance, **Phase 2C Developer** is required to dedicate right of way and construct the adjacent portion of a Boundary Street, such street being identified as Collector "C" on **Exhibit "A"** ; and

WHEREAS, on February 21, 2017, the Planning and Zoning Commission considered and acted upon a request for a Subdivision Ordinance Variance from **Phase 2A Developer, ROW Developer** and **Phase 2C Developer** (collectively "**Developers**"); and

WHEREAS, the **Developers** requested a variance to Section 10.03.122(r)(5)

Attachment: Facilities Agree Creeks final 3.10.17 (1969 : Creeks of Legacy 2C & 2A Facilities agreement)

“Boundary Streets” and to Section 10.03.126(f)(2) of the City’s Subdivision Ordinance to allow certain portions of roadways adjacent to the Project to be constructed with future phases of development and/or to have funds escrowed for the future construction of the variance for the Project; and

WHEREAS, the roadway for which the proposed variance was requested is more specifically identified in Exhibit “A” as Road “C”, the same being a Collector Road also depicted on the Construction Plat for the **Creeks of Legacy Subdivision**, which was approved as part of the planned development district zoning for the subdivision on July 8, 2014; and

WHEREAS, pursuant to Article 10.03, Section 10.03.041 of the City’s Subdivision Regulations, the Developers are required to enter into a facilities agreement with the City if a variance is granted to Article 10.03 or other nonstandard development regulations and all improvements to be dedicated to the City are not to be completed prior to filing of the final plat in the County records; and

WHEREAS, the Planning and Zoning Commission recommended approval of the requested variances to Article 10.03 with conditions; and

WHEREAS, having considered the recommendation of the Planning and Zoning Commission for approval of the requested variance with conditions, the City Council has determined it appropriate to approve the variances of the City’s Subdivision Ordinance as requested by the **Developers** with the conditions of approval recommended by the Commission and agreed to by the **Developers** and the obligations of the parties hereto being clarified in this Agreement; and

WHEREAS, the **Phase 2A Developers, ROW Developer and Phase 2C Developers** have each been benefitted by the granting of the requested variances; and

NOW THEREFORE, in consideration of the mutual promises and benefits provided for herein, the receipt and sufficiency of which are hereby confirmed, the parties hereto agree to the following:

Section 1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part of this Agreement for all purposes.

Section 2. Term and Consideration. This Agreement shall be effective as of the date of execution by the last of the Parties to do so (the “Effective Date”). This Agreement shall remain in full force and effect from the Effective Date until the City and the **Developers** have completed their respective obligations hereunder, until this Agreement has been earlier terminated by the mutual agreement of the City and the **Developers** and documented in writing, until final action is taken by the Celina Planning and Zoning Commission and the Celina City Council to amend Zoning Ordinance No.2014-32 related

to this **Project**, or until this Agreement is otherwise terminated as set forth herein, whichever occurs first (the “Term”).

The **Developers**, individually and collectively, and City, understand and agree that each is benefitted by the agreements made hereunder. The Parties agree that their respective obligations hereunder serve as sufficient and valid consideration for this Agreement.

Section 3. Obligations of Developers. The **Developers** utilized the process set forth in the City’s subdivision ordinance to request a variance to the City’s subdivision regulations, and as part of the approval process, City imposed certain conditions upon **Developers**. In accordance with the conditions placed upon the approval of the requested variances to City’s Subdivision Regulations, **Developers** shall comply with both Subsections 3(A) and 3(B), or alternatively, **Developers** shall comply with Subsection 3(C) in accordance with the following:

- A. Dedication of Right-of-Way: At the time of the filing of the Final Plat for **Phase 2A** by **Phase 2A Developer**, the right of way for Road “C” located behind **Phase 2A**, and **Phase 2C**, but owned by **ROW Developer**, and depicted on the Creeks of Legacy Master Concept Plan, June 2016, **Exhibit “A”** hereto, a copy of which is attached and incorporated herein, (hereinafter Road “C”) shall be dedicated by **ROW Developer** along with the remaining fifty percent (50%) of right of way for Road “C” adjacent to **Phase 2A**, and adjacent to the drainage and open space parcels owned by **ROW Developer**. The depth of Road “C” Right of Way shall be verified by a survey and the dedication of the Right of Way for Road “C” by **ROW Developer** shall be from the back of the lot lines as established by the Final Plat for **Phase 2C**, to the western property boundary of the Project. The right of way dedication provided hereunder is estimated to be varying widths, but generally ranging from thirty (30) feet to thirty-seven and one-half (37.5) feet deep.
- B. Construction of Road “C” – Condition Precedent to Building Permit Issuance: Simultaneously with the submission of the Construction Plat for **Phase 2A**, the **ROW Developer** shall submit to the City engineering and design plans for Road “C” meeting all of the requirements of the City’s ordinances and regulations, including without limitation, the construction standards for materials and workmanship as set forth in the latest edition of the Standard Specifications for Public Works Construction published by North Central Texas Council of Governments, as authorized by the City Engineer, Section 10.03.126(f), “Streets” and Division 5, “Enforcement” of the City’s Subdivision regulations. **ROW Developer** shall construct Road “C” in accordance with this Agreement, the City approved plans for Road “C”, and all applicable City ordinances and regulations. **Phase 2A Developer** understands and agrees that no building permits for **Phase 2A** shall be issued by City until Road “C” has been constructed by **ROW Developer** and Road “C” has been finally accepted by City pursuant to this subsection 3(B) “Construction of Road “C” – Condition Precedent to Building Permit Issuance” or **ROW Developer** has met other alternative requirements of Subsection 3(A), “Dedication of Right of Way” or **ROW Developer** has elected to

comply with Subsection 3(C) "Alternative – Escrow" of this Agreement. Developers shall also provide:

1. Security for Construction (Performance Bond) Required. At least ten (10) business days prior to **ROW Developer** commencing any work related to the construction on Road "C", **ROW Developer**, either individually, or through a construction contractor with whom **ROW Developer** has contracted to construct Road "C", shall provide to the City a performance bond meeting the requirements of Chapter 2253 of the Texas Government Code. The performance bond(s) shall guarantee the full and faithful completion of Road "C" as required under this Agreement and shall provide for payment to the City of an amount equal to one hundred percent (100%) of the value of the construction costs (as determined by the City Engineer) for Road "C". Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City, through the City Attorney, shall retain the right to reject any surety company as a surety for any work under this or any other Agreement regardless of such Company's authorization to do business in Texas. Approvals by the City shall not be unreasonably withheld or delayed.
 2. Security for Maintenance (Performance Bond) Required. Upon the final completion of Road "C" and the acceptance thereof as set forth herein, **ROW Developer**, either individually or through the construction contractor with whom **ROW Developer** has contracted to construct Road "C", shall submit a surety bond guaranteeing workmanship and materials and requiring maintenance for a period of two (2) years from the date of final acceptance of Road "C" by City. **ROW Developer** warrants and represents that it will repair or cause to be repaired by **ROW Developer**, or otherwise under the surety bond guaranteeing workmanship and materials, any defects in the work herein contracted to be done and performed for a period of two (2) years from the date of the City's acceptance of Road "C". **ROW Developer** and City shall be named as joint obligees on all such bonds. Upon election of the **ROW Developer**, rather than **ROW Developer** providing the bonding required under this Agreement, **ROW Developer** may require its contractor to provide such bonding meeting all of the requirements of this Agreement as if such bonding were being provided directly by **ROW Developer** and such bond shall also name **ROW Developer** and City as dual obligees. Such bond shall be from a single contractor serving as contractor for the construction of Road "C" and such bonds shall meet all of the same requirements as a bond provided by the **ROW Developer** under this Agreement.
- C. Alternative – Escrow. As an alternative to compliance with Subsection 3A and 3B above, simultaneously with the submission of the Construction Plat for **Phase 2A** to the City for approval, by **Phase 2A Developer**, **ROW Developer** shall escrow with the City, a cashier's check in the amount of fifty percent (50%) of the costs to construct Road "C". The term "costs" means the amount of the cost to construct

Road “C” in accordance with City ordinances and regulations, such costs having been reviewed and approved by the City’s Engineer as sufficient for the construction of Road “C” at the time of the filing of the Construction Plat for **Phase 2A**. Thereafter, simultaneously with the filing of the Final Plat, **ROW Developer** shall dedicate right-of-way for Road “C” as required by with Subsection 3A Dedication of Right-of-Way of this Agreement.

Section 4. Application for Rezoning. Notwithstanding any term or provision herein, the parties hereto agree and understand that this Agreement shall not preclude **Developers** and other owners of property within the PD District #46 as defined by City of Celina Zoning Ordinance 2014-32 wherein Road “C” is to be constructed, from making application to the City to request rezoning related to the location/existence of Road “C”, however, **ROW Developer** understands and agrees that such zoning request shall include dedication of the right-of-way described in Subsection 3A of this Agreement as a separate landscape buffer lot to be maintained by the Homeowner’s Association for the **Project**.

Section 5. Title. It is further agreed and understood by the parties hereto that upon acceptance by the City of Road “C” described herein and depicted on **Exhibit “A”**, title to Road “C” and related improvements shall be vested in the City, and the **ROW Developer** hereby relinquishes any right, title, or interest in and to Road “C”. It is further understood and agreed that until the City accepts Road “C”, the City shall have no liability or responsibility with respect thereto. Acceptance of Road “C” shall occur at such time as the City, through its City Engineer, provides **ROW Developer** with a written acknowledgment that all improvements and facilities comprising Road “C” are complete, have been inspected and approved and are being accepted by the City.

Section 6. Preconstruction. If Developers elect to comply with Subsection 3(A) and Subsection 3(B), ROW Developer, its contractors (prime, general and major subcontractors) and City, as well as any other third party deemed necessary by the City, shall participate in a pre-construction conference prior to the initiation of any work on Road “C”. **ROW Developer** agrees to give the City at least twenty-four (24) hours prior written notice of its intent to commence construction of Road “C”, so that the City, if it so desires, may have its representatives available to inspect the beginning and continuing progress of all work. **ROW Developer** shall submit all documentation evidencing that each of the securities required under this Agreement have been provided.

Section 7. City Inspections. **ROW Developer** understands and agrees that the work under this Agreement shall be subject to City permitting and inspection in accordance with applicable City ordinances, and that **ROW Developer** shall be responsible for and shall make payment to City for any and all fees due under applicable City ordinance or regulation. **ROW Developer** further agrees to notify all contractors and subcontractors working on Road “C” that all of their work shall be subject to inspection by a City Inspector at any time, and that such inspection may require a certification by the contractors and subcontractors of the type, kind, and quality of materials used on the Road “C”.

Section 8. Notices. Should any work or construction of improvements or facilities for Road "C" which has not been contemplated in the approved construction documents (plans and specifications), the Construction Plat, Final Plat, or this Agreement, become necessary due to site conditions, then the **ROW Developer** shall be required to contact in writing (with a copy to the City), the City Engineer, in order to determine how such work or construction should progress. **ROW Developer** further agrees to follow all reasonable recommendations and requirements imposed by the City Engineer in such instance. (Addresses for points of contact are as follows:)

City of Celina Texas	(Name of City Engineer)
Town Manager	Address
Celina, Texas	
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Section 9. Stop Work. **ROW Developer** agrees to cause all work and construction of improvements and facilities comprising Road "C" to be stopped upon twenty-four (24) hour notification from the City Engineer of nonconforming improvements, including the materials used and the methods of installation. **ROW Developer** further agrees to correct all nonconformities in accordance with the City Engineer's instructions.

Section 10. All Bills Paid Affidavit. After completion and prior to acceptance of Road "C", **ROW Developer** shall furnish to the City an affidavit of all bills paid, an affidavit certifying that there are no unpaid claims arising from or related to the construction of Road "C", and an affidavit certifying that Road "C" is clear of any and all liens thereon.

SECTION 11. DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

A. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR
- (C) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC

IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC IMPROVEMENTS.

B. This Section 11 shall survive the termination of this Agreement.

Section 12. General Provisions.

- A. Insurance. Developers shall provide insurance in accordance with the City of Celina Subdivision Regulations and other applicable ordinances.
- B. Venue. Exclusive venue of any action brought hereunder shall be in Denton, Denton County, Texas.
- C. Approvals and Indemnification. Approval by the City Engineer of any plans, designs or specifications submitted by the **Phase 2A Developer** pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the **Developers**, their respective engineers, employees, officers or agents with respect to the construction of any of Road "C" and related improvements or facilities, or for the accuracy and competency of the design and specifications prepared by the **Developers'** consulting engineers, officers, agents, servants or employees, it being the intent of the parties that the approval by the City Engineer signifies the City's approval on only the general design concept of the improvements and facilities to be constructed.

THE **DEVELOPERS** SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY DEMANDS, ACTIONS, CAUSES OF ACTION, OBLIGATIONS, LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING

ATTORNEYS FEES AND EXPENSES, ON ACCOUNT OF OR WITH RESPECT TO DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF OR RESULT FROM ANY DEFECT, DEFICIENCY OR NEGLIGENCE IN THE CONSTRUCTION OF ROAD "C" AND RELATED IMPROVEMENTS OR FACILITIES OR WITH RESPECT TO THE **PHASE 2A DEVELOPER'S** ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ROAD "C" AND RELATED IMPROVEMENTS OR FACILITIES CONSTRUCTED IN ACCORDANCE THEREWITH, AND THE **DEVELOPERS** SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR ANY OF THEM, ON ACCOUNT THEREOF, AND PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION HERewith. ALL RESPONSIBILITY AND LIABILITY FOR DRAINAGE TO ADJACENT AND DOWNSTREAM PROPERTIES FROM DEVELOPMENT OF THIS PROJECT AND CONSTRUCTION OF ROAD "C" SHALL ACCRUE TO THE **DEVELOPERS**, JOINTLY AND SEVERALLY.

- D. Liability for construction. THE **DEVELOPERS**, THEIR SUCCESSORS, PERMITTEES, PERMITTED ASSIGNS, VENDORS, GRANTEEES AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL LOSSES, DAMAGE LIABILITIES, CLAIMS, OBLIGATIONS, PENALTIES, CHARGES, COSTS OR EXPENSES OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF ROAD "C" AND RELATED IMPROVEMENTS AND FACILITIES OR THE FAILURE TO SAFEGUARD CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE **DEVELOPERS** OR THEIR CONTRACTORS OR SUBCONTRACTORS, THEIR OFFICERS, AGENTS, SERVANTS OR EMPLOYEES RELATED THERETO, BOTH JOINTLY AND SEVERALLY.
- E. Final Acceptance of Infrastructure. The City shall not issue a Letter of Acceptance, permits, or certificates of occupancy for this Project until Road "C" and related improvements and facilities are completely constructed to the satisfaction of the City Engineer or his agent and in accordance with the stamped approved Construction Plans (Final Completion), and accepted by City.
- F. Non-Assignment. Neither this Agreement nor any part hereof or any interests, rights, or obligations herein, shall be assigned by the **Developers** without the express written consent of the City Council.
- G. Applicable Law. This Agreement shall be construed in accordance with the City of Celina, Texas Subdivision Regulations and all other applicable ordinances. Any

conflicts between the provisions of this Agreement, the City's Subdivision Regulations, City Ordinances, and State and Federal law, shall be construed in favor of the City's ordinance(s) as allowed by law, subject to Chapter 245 of the Local Government Code. To the extent that any such conflict exists, only that portion of this Agreement which is in conflict shall be severable from the other provisions of the Agreement, and such conflict shall in no manner affect the validity or enforceability of the remaining provisions.

- H. Remedies Cumulative. All rights, remedies and privileges permitted or available to the City under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by the City in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by the City. A default under this Agreement by the City shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by the City.

SIGNATURES ON NEXT PAGE

SIGNED AND EFFECTIVE on the date last set forth below.

PHASE 2A DEVELOPER: _____

Date: _____

Project Manager

ROW DEVELOPER: _____

Date: _____

Project Manager

PHASE 2C DEVELOPER: _____

Date: _____

Project Manager

Date: _____

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

Julie Fort, City Attorney
City of Celina, Texas

Attachment: Facilities Agree Creeks final 3.10.17 (1969 : Creeks of Legacy 2C & 2A Facilities agreement)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: March 14, 2017
 Re: Creeks of Legacy 2C Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Creeks of Legacy Phase 2C, being approximately 22.986 acres situated in the WM. Davenport Survey, Abstract No. 262, and the F.D. Gary Survey, Abstract No. 361, Collin County, Texas, comprised of sixty-six (66) residential lots and one (1) open space/common area. The property is located north of Frontier Parkway, west of Dallas Parkway, east of County Road 6 (Legacy Drive), and west of Doe Branch Boulevard. (Creeks of Legacy Phase 2C Construction Plat) (Liebman)

Background Information:

Staff has reviewed the proposed Construction Plat for Creeks of Legacy Phase 2C and is recommending its approval on the condition that the applicant's proposed Subdivision Ordinance Variances are approved by the City Council.

Board Review/Citizen Input:

Planning & Zoning Commission voted unanimously to approve the plat at the February 21, 2017 meeting.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed Plat

Staff Recommendation:

Staff recommends approval on the condition that their Subdivision Ordinance Variance for an over length cul-de-sac, and boundary road are approved along with the Facilities agreement.

9/14/2016 9:28:24 AM 14001- Creeks of Legacy\Sur\FTX14001_P24C.dgn

LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE WM.DAVENPORT SURVEY, ABSTRACT NUMBER 262, AND THE F.D.GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS AND BEING THE REMAINDER OF THAT TRACT OF LAND DESCRIBED BY DEED TO FIRST TEXAS HOMES, INC., RECORDED IN INSTRUMENT NUMBER 201442500090800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO CADG FRONTIER 192, LLC, RECORDED IN INSTRUMENT NUMBER 20130909001267570, SMO OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHEAST CORNER OF LOT 4, BLOCK W, CREEKS OF LEGACY PHASE 1C, AN ADDITION TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20130909001267570, SMO OFFICIAL PUBLIC RECORDS AND BEING IN THE WEST RIGHT-OF-WAY LINE OF JOE BRANCH BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY), THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SMO RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES:

WITH SMO CURVE TO THE RIGHT, AN ARC DISTANCE OF 517.72 FEET, THROUGH A CENTRAL ANGLE OF 16°47'31", HAVING A RADIUS OF 1766.50 FEET, THE LONG CHORD WHICH BEARS S 10°16'49"E, 515.87 FEET, TO A PK NAIL WITH SHINER STAMPED "PELOTON" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

S 01°53'04"E, 45.41 FEET, TO A PK NAIL WITH SHINER STAMPED "PELOTON" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SMO CURVE TO THE RIGHT, AN ARC DISTANCE OF 279.14 FEET, THROUGH A CENTRAL ANGLE OF 38°51'00", HAVING A RADIUS OF 411.67 FEET, THE LONG CHORD WHICH BEARS S 10°16'49"E, 273.82 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 35°40'35"W, 83.44 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SMO CURVE TO THE LEFT, AN ARC DISTANCE OF 19.11 FEET, THROUGH A CENTRAL ANGLE OF 02°00'56", HAVING A RADIUS OF 543.30 FEET, THE LONG CHORD WHICH BEARS S 34°40'06"W, 19.11 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTH EAST CORNER OF LOT 9, BLOCK A, CREEKS OF LEGACY MODEL PARK, AN ADDITION TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20160201010000320, SMO OFFICIAL PUBLIC RECORDS;

THENCE DEPARTING SMO RIGHT-OF-WAY LINE WITH THE NORTH AND EAST LINES OF SMO MODEL PARK THE FOLLOWING COURSES AND DISTANCES:

N 83°23'49"W, 143.68 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 71°27'06"W, 133.69 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 48°29'39"W, 215.77 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 11°47'22"E, 102.00 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SMO NON-TANGENT CURVE TO THE LEFT, 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 S 77°19'42"W, 11.86 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

WITH SMO REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 108.78 FEET, THROUGH A CENTRAL ANGLE OF 12°33'25", HAVING A RADIUS OF 50.00 FEET, THE LONG CHORD WHICH BEARS S 75°08'45"W, 88.56 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 77°10'57"W, 29.63 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 57°37'25"W, 118.36 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 00°44'44"E, 138.20 FEET, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHWEST CORNER OF SMO MODEL PARK AND BEING IN THE SOUTH LINE OF SMO CADG FRONTIER 192 TRACT AND THE NORTH LINE OF THAT (1.198 ACRES) TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20140708000701570, SMO OFFICIAL PUBLIC RECORDS;

THENCE S 89°18'16"W, 371.87 FEET, WITH SMO COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 01°02'21"W, 38.76 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SMO NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 316.67 FEET, THROUGH A CENTRAL ANGLE OF 19°33'44", HAVING A RADIUS OF 927.50 FEET, THE LONG CHORD WHICH BEARS N 05°37'34"E, 315.13 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE N 12°51'00"E, 147.90 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SMO CURVE TO THE LEFT, AN ARC DISTANCE OF 810.54 FEET, THROUGH A CENTRAL ANGLE OF 54°54'43", HAVING A RADIUS OF 846.50 FEET, THE LONG CHORD WHICH BEARS N 13°50'12"W, 779.93 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO CTMTG FRONTIER 80, LLC, RECORDED IN INSTRUMENT NUMBER 20140624000644620, SMO OFFICIAL PUBLIC RECORDS;

THENCE N 48°43'56"E, 130.00 FEET, WITH SMO SOUTH LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE N 48°50'42"E, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING WITH SMO SOUTH LINE AND WITH SMO NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.94 FEET, THROUGH A CENTRAL ANGLE OF 03°17'23", HAVING A RADIUS OF 1026.50 FEET, THE LONG CHORD WHICH BEARS S 39°37'22"E, 58.93 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE N 52°01'19"E, 127.50 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHEAST CORNER OF SMO CTMTG FRONTIER 80 TRACT AND BEING IN THE WEST LINE OF AFOREMENTIONED CREEKS OF LEGACY PHASE 1C;

THENCE WITH THE WEST AND SOUTH LINES OF SMO PHASE 1C THE FOLLOWING COURSES AND DISTANCES:

S 36°20'09"E, 66.14 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 32°42'42"E, 11.95 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 55°53'58"E, 92.85 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SMO CURVE TO THE RIGHT, AN ARC DISTANCE OF 68.04 FEET, THROUGH A CENTRAL ANGLE OF 03°02'33", HAVING A RADIUS OF 1281.50 FEET, THE LONG CHORD WHICH BEARS S 32°34'45"E, 68.04 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 14°50'02"W, 13.98 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 29°29'35"E, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 73°49'12"E, 13.98 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SMO NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 243.65 FEET, THROUGH A CENTRAL ANGLE OF 10°53'36", HAVING A RADIUS OF 1281.50 FEET, THE LONG CHORD WHICH BEARS S 22°28'52"E, 243.28 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 72°57'55"E, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 27°06'09"E, 14.30 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 71°27'33"E, 235.03 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 62°59'51"E, 14.01 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 72°43'24"E, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SMO NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 39.98 FEET, THROUGH A CENTRAL ANGLE OF 01°23'59", HAVING A RADIUS OF 1636.30 FEET, THE LONG CHORD WHICH BEARS N 17°58'35"W, 39.97 FEET;

THENCE N 71°29'25"E, 130.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,001,291 SQUARE FEET OR 22.986 ACRES OF LAND MORE OR LESS.

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 _____

KEITH HARDESTY
DIVISION PRESIDENT
FIRST TEXAS HOMES, INC.

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED KEITH HARDESTY, 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: _____

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: CTMTG FRONTIER 80, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____ MEHRDAD MOAYEDI
ITS MANAGER

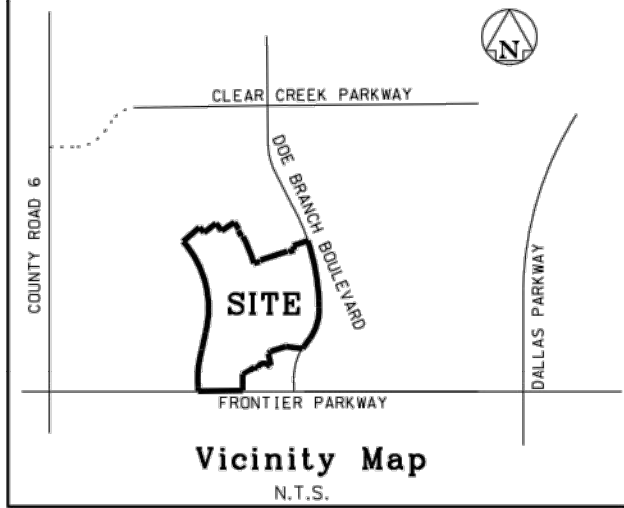
STATE OF TEXAS
COUNTY OF COLLIN

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____

MY COMMISSION EXPIRES ON: _____



LEGEND

- IRF = Iron Rod Found
- IRS = Iron Rod Set
- PKN = PK Nail
- B.L. = Building Line
- U.E. = Utility Easement
- W.M.E. = Wall Maintenance Easement
- S.O.F.T. = Square Feet
- M.F.F.E. = Minimum Finish Floor Elev.
- M.C. = Street Name Change
- D.F. = Lot Front Direction

CTMTG FRONTIER 80, LLC
INST. # 20140624000644620
O.P.R.C.C.T.

CELINA INVESTMENT PARTNERS, LTD
VOLUME 5916, PAGE 862
O.P.R.C.C.T.

CADG FRONTIER 192, LLC
INST. # 20130909001267570
O.P.R.C.C.T.

City of Celina (Right-of-Way)
INST. # 20140708000701570
(1.198 Acres) O.P.R.C.C.T.

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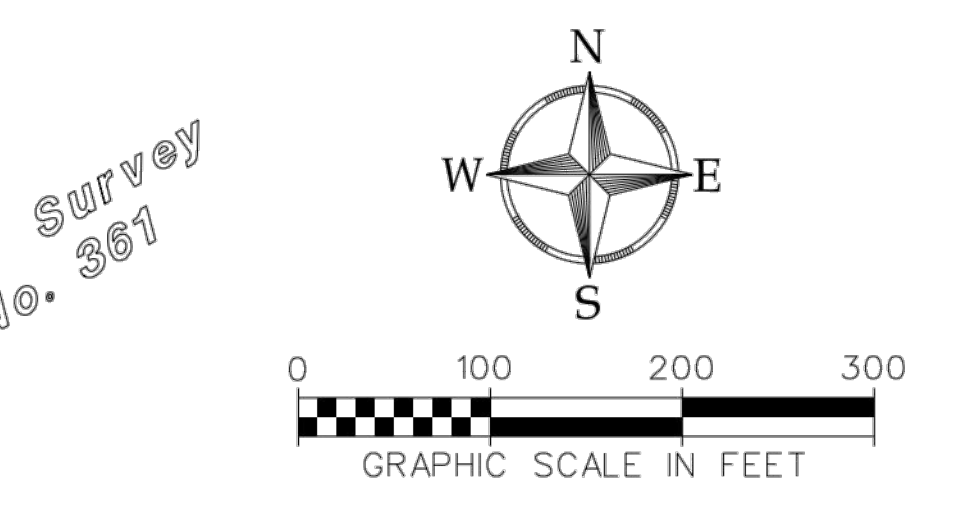
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City of Celina (Right-of-Way)
INST. # 20140708000701570
(1.198 Acres) O.P.R.C.C.T.



- 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 OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO THE PARKING OF 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(IES) 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 LINES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(IES) 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.
 4. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENTS 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. THE HOMEOWNERS ASSOCIATION (H.O.A.) SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER DETENTION SYSTEM AND STORM DRAINAGE SYSTEM IN COMMON AREA LOTS. THE HOMEOWNERS ASSOCIATION SHALL FURTHER HAVE THE RIGHT BUT NOT THE OBLIGATION TO EXIST OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF INCLUDING BUT NOT LIMITED TO, STORM WATER OVERFLOW, BANK EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, BANK SUBSIDENCE AND INTERFERENCE WITH STRUCTURES. THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.
 7. OPEN SPACE PROVIDED AT 1AC PER 75 UNITS PROVIDED IN ANOTHER PHASE.

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

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

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

SIGNATURE OF CHAIRPERSON _____ DATE OF RECOMMENDATION _____

APPROVED BY: _____ CITY COUNCIL CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR _____ DATE OF APPROVAL _____

ATTEST: _____

CITY SECRETARY _____ DATE _____

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

SIGNATURE OF THE REGISTERED PROFESSIONAL _____

TODD A. BRIDGES
TEXAS REGISTRATION NO. 4940

STATE OF TEXAS
COUNTY OF TARRANT

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____

MY COMMISSION EXPIRES ON: _____

A Construction Plat of
Creeks of Legacy
Phase 2C

66 Residential lots-One open space lot
Totalling 22.986 acres

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

Owners

First Texas Homes, Inc. 500 Crescent Court Suite 350 Dallas, Texas 75201 214-613-3400

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

Revisions:			
Job #:	FTX14001	Drawn By:	D. Freeman
Checked By:	T. Bridges	Date:	08-12-16

PELOTON
LAND SOLUTIONS

5751 KROGER DR. STE. 185 | KELLER, TX 76244 | 817-568-3350

SHEET

2

OF SHEETS

Attachment: Pages from Plans (1958 - Creeks of Legacy 2C Construction Plat)

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