



Life Connected.

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

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Public Procurement Month (Berry)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees. (Griggs)
- B. Downtown Elevated Storage Tank Award. (Brawner)
- C. Discussion regarding any and/or all agenda items.
- D. Staff Reports attached

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, and 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

- A. Discussion regarding Dynavest Development Agreement.

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

Reconvene Into Open Session
- G. Consider and act upon any items discussed in executive session.

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

A. Minutes Approval:

- 1. City Council - Regular Meeting - Feb 11, 2020 5:00 PM
- 2. City Council - Finance & Government Committee Meeting - Feb 6, 2020 5:30 PM
- B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Tarrant)
- C. Consider and act upon appointment of Lisa Ferguson and Leah Smith to the Celina Library Board. (Tarrant)
- D. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2019-39 which adopted and approved the budget for fiscal year beginning October 1, 2019 and ending September 30, 2020, and make appropriations for each department, project and account, by adopting an amended 2019-2020 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Stovall)
- E. Consider and act to award bid 2020-0027 for the Preston Road Water and Sewer Lines to Quality Excavation, Ltd., in an amount not to exceed \$1,488,533.02 plus a ten percent contingency for a total of \$1,637,386.32. (Berry)
- F. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina Titus, LLC Southeast Sector Phase 5B Sewer Easement. (Brawner)
- G. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Old Wastewater Treatment Plant Easement. (Brawner)
- H. Consider and act to award bid 2020-0026 for the Shawnee Trail Lift Station #1 Improvements to Quality Excavation, Ltd. in an amount not to exceed \$126,572.00 plus a ten percent contingency of \$12,657.20 for a total of \$139,229.20. (Berry)

- I. Consider and act upon a resolution of the City Council of the City of Celina, Texas hereby revising the City of Celina's street name approval policy; providing for an effective date hereof. (Colakovic)
- J. Consider and act upon a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of seven cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Toutounchian)
- K. Consider and act upon an ordinance of the City of Celina, Texas, granting to SiEnergy, L.P. a franchise to furnish and supply gas to the general public in the City of Celina, Collin and Denton Counties, Texas, and to transport, deliver, sell, and distribute gas in and out of and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways. (SiEnergy Gas Franchise Agreement) (Toutounchian)
- L. Consider and act upon a resolution of the City Council of the City of Celina, Texas approving and authorizing the Mayor to execute a "PID Reimbursement Agreement" between the City of Celina, Texas and Westgate HS Celina Investments, L.P., a Texas limited partnership. (Celina Hills PID Reimb. Agreement) (DeBuff)
- M. Consider and act upon a request for a development agreement for Gateway South; generally located west of Oklahoma Drive and 2,000 feet north of Glendenning Parkway, within the City Limits. (Gateway South DA) (McAfee)
- N. Consider and act upon an ordinance adding a new section to the City's Code of Ordinances Chapter 13: Utilities; Article 13.03: Water and Sewers, to be entitled Residential Sanitary Sewer Connection policy. (Septic to Sewer Ordinance) (McAfee)
- O. Consider and act upon approval of the Boards & Commissions Policy. (McAfee)
- P. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 1: General Provisions, Article 1.04 Boards, Commissions, and Committees. (Fine Arts Ordinance) (Barton)
- Q. Consider and act upon a service agreement for C-3 annexed property between the City of Celina and the owner of an approximately 30 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 1,000 feet south of Glendenning Parkway and approximately 1,400 feet west of Old Log Trail. (Glen Crossing West Annexation Service Agreement) (Mohan)
- R. Consider and act upon a service agreement for C-3 annexed property between the City of Celina and the owner of an approximately 26 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 2,600 feet east of Preston Road and north of FM 455. (Crosswood Creek Annexation Service Agreement) (Mohan)
- S. Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor to execute a "First Amendment to PID Disbursement Agreement Glen Crossing Public Improvement District Phase #2 Project" between the City of Celina, Texas and W/J CR 55 LP, a Texas Limited Partnership. (Glen Crossing PID Disbursement Agreement Amendment) (DeBuff)

- T. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Tollway 80 for Right of Way Dedication and Roadway Impact Fee Credit. (Brawner)
- U. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Texas Republic Realty for Right of Way Dedication and Roadway Impact Fee Credit. (Brawner)
- V. Consider and act to authorize the purchase of two vehicles for the Police Department from Caldwell Country Chevrolet in an amount not to exceed \$69,560.00 plus \$75,900.00 to various vendors to outfit the units for a total of \$145,460.00. (Berry)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 30 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 1,000 feet south of Glendenning Parkway and approximately 1,400 feet west of Old Log Trail. (Glen Crossing West Annexation) (Mohan)
- B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by zoning approximately 30 acres of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 1,000 feet south of Glendenning Parkway and approximately 1,400 feet west of Old Log Trail. (Glen Crossing West Zoning) (Mohan)
- C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of an approximately 26 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 2,600 feet east of Preston Road and north of FM 455. (Crosswood Creek Annexation) (Mohan)
- D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by zoning approximately 26 acres of land to Planned Development (PD) with Single-Family Residential Estate District (SF-E) base zoning, generally located approximately 2,600 feet east of Preston Road and north of FM 455. (Crosswood Creek Zoning) (Mohan)
- E. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement including the adoption of Development Regulations, for a wedding venue on approximately 11 acres of land, generally located approximately 3,000 feet east of Preston Road and south of Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Celina Wedding Venue DA) (McAfee)
- F. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement including the adoption of Development Regulations, for a mixed-use development on approximately 61 acres of land, generally located north of FM 455 and east of Preston Road, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Ousley DA) (McAfee)

IX. ACTION ITEM:

- A. The Celina City Council will consider and act upon a Development Agreement on a piece of property, generally located east of FM 1385 and north of FM 428, within the Extraterritorial Jurisdiction (ETJ). (Edgewood Creek Development Agreement) (McAfee)
- B. The Celina City Council will consider and act upon a Development Agreement on a piece of property, generally located east of FM 1385 and south of Mobberly Road. (Mobberly Development Agreement) (McAfee)
- C. Consider and act upon a resolution of intent to annex approximately 59 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-02 Annexation Resolution) (McAfee)
 - 1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428
 - 2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428
 - 3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428
 - 4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428
 - 5) Denton CAD Property ID 196342, being an approximate 5.51 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 5A; generally located approximately 1,500 feet south of FM 428 and approximately 3,600 feet east of FM 1385
 - 6) Denton CAD Property ID 515317, being an approximate 1.78 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 4A; generally located approximately 800 feet south of FM 428 and approximately 2,700 feet east of FM 1385
 - 7) Denton CAD Property ID 75818, being an approximate 3.574 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 2, and Abstract No. 1106 in the Old DCAD Survey, Tract 3C, 4B, 5B; generally located south of FM 428 and approximately 2,300 feet east of FM 1385

8)Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway

9)Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road

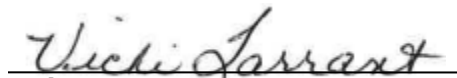
10)Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and

11)Collin CAD Property ID 2647903, being an approximate 3.23 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 12; generally located at southwest corner of Custer Road and Sunset Boulevard.

X. ADJOURNMENT:

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

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



Vicki Tarrant, TRMC

City Secretary, City of Celina, TX

Date Notice Removed



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City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
Date: March 10, 2020
Re: Staff reports

Action Requested:

Staff Reports attached

Background Information:

Monthly staff reports.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Celina Fire Department
City of Celina, Texas

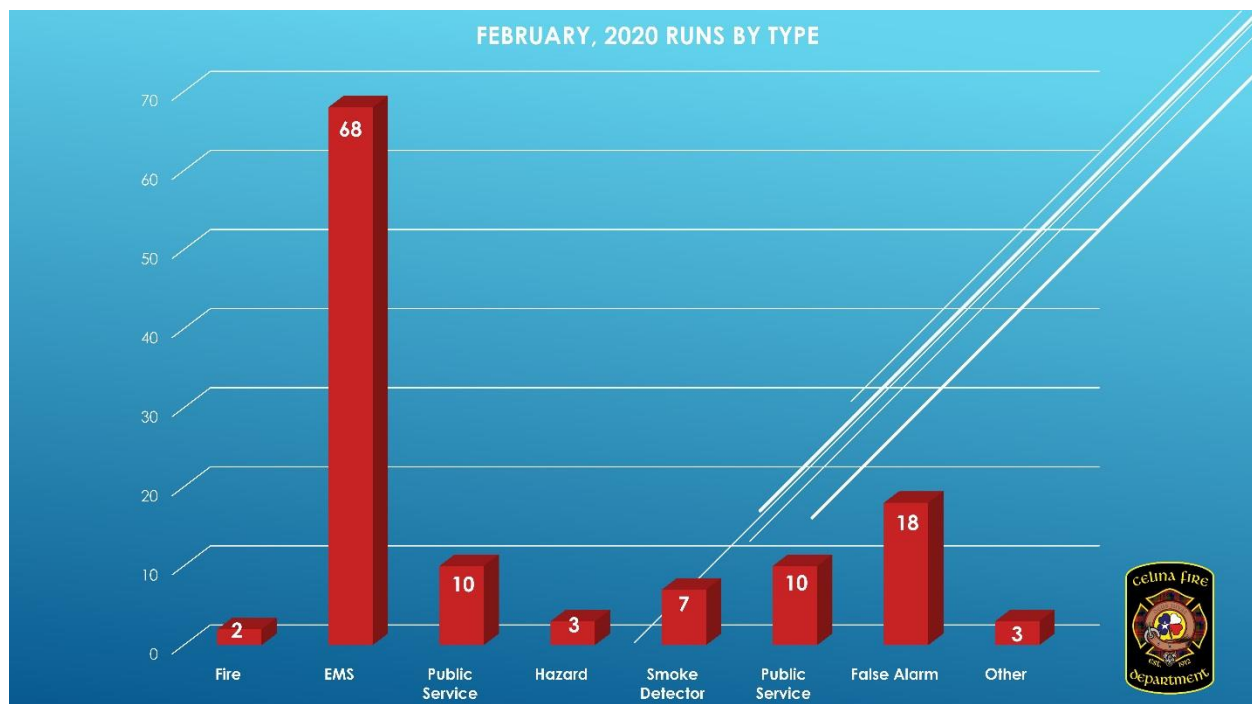
MEMORANDUM

To: Honorable Mayor Sean Terry and the Celina City Council
 From: Mark Metdker, Fire Chief/Fire Marshal
 CC: Jason Laumer, City Manager
 Date: 3/10/2020
 Re: February 2020 Fire Department Activity Report

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

Calls for Service

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



Attachment: Fire FebruaryReport2020 (Staff Reports)

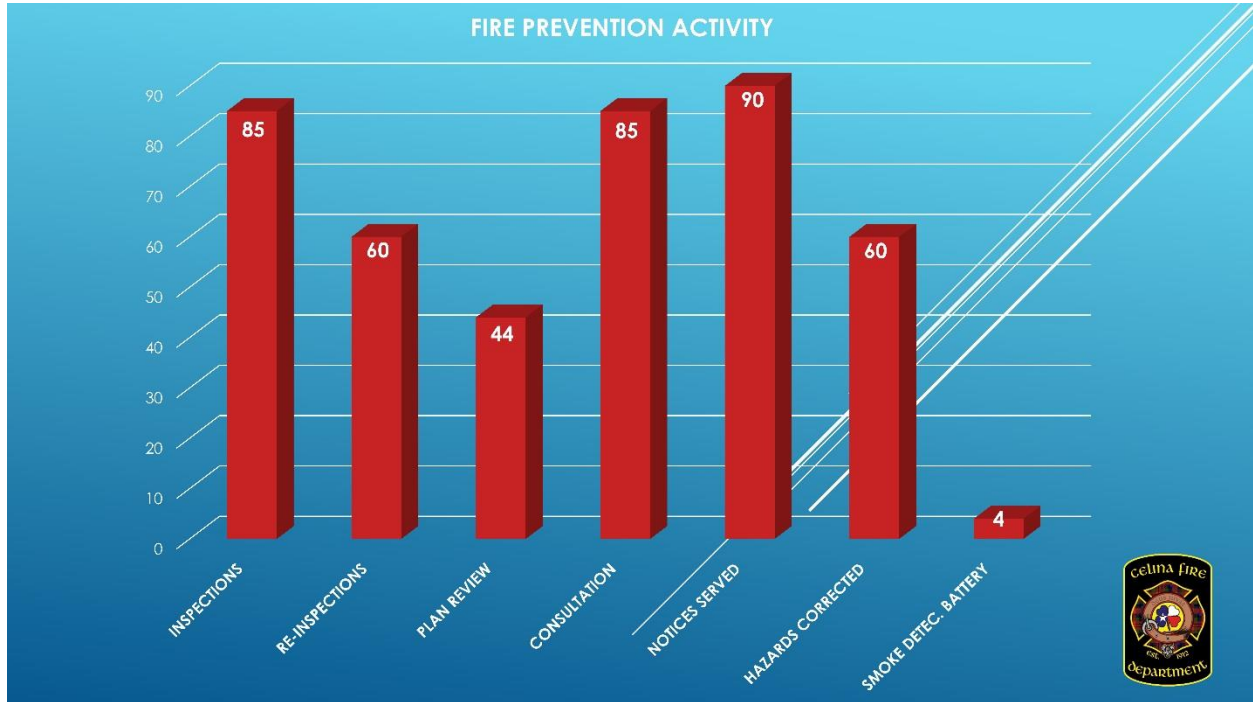
Celina FD breakdown of calls by month



2020 projects an increase in calls



Fire Prevention and Inspections



Public Relations



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



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**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, FEBRUARY 11, 2020
5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Mayor Sean Terry called the meeting to order at 5:00 p.m.

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Cubscout Pack 296

The boys of Cubscout Pack 296 led the pledges of allegiance. Corbett Howard gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Recognition-Tim Shore 2019 Cubmaster of the Year

Mayor Terry recognized Tim Shore who recently won the 2019 Cubmaster of the Year award.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees. (Griggs)

No introductions were made.

B. Update regarding Complete Count Committee for 2020 Census. (Howard)

Corbett Howard gave an update on the Complete Count Committee's efforts for the 2020 Census.

C. Discussion regarding the Boards and Commissions Policy. (McAfee)

Minutes Acceptance: Minutes of Feb 11, 2020 5:00 PM (Minutes Approval)

Director of Development Services Dusty McAfee gave a brief summary of proposed updates to the Boards and Commissions policy.

D. Discussion regarding any and/or all agenda items.

No other items were discussed.

E. Staff Reports

V. OPEN FORUM:

No public comment was received.

VI. 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.

The City Council convened into executive session at 5:18 p.m. with City Attorney Lance Vanzant and City Manager Jason Laumer.

- A. Discussion regarding the use of eminent domain to condemn Rights of way, drainage line easements, Slope easements and temporary construction easements in real properties as portions of tracts of land generally described as being located in the TM Rowland Survey Abstract Number A0749 and Shelby Glass Survey Abstract Number A0346, generally located on the along Doe Branch between Ash Street and Preston Road. (Brawner)
- B. Discussion regarding the use of eminent domain to condemn sanitary sewer easements in real properties as portions of tracts of land generally described as Tract 3 and Tract 19 located in the TM Rowland Survey Abstract Number A0749 and tract 2 and open space in Lot A & Block T located in the Shelby Glass Survey Abstract Number A0346, generally located on the north and south sides of Choate Parkway. (Brawner)
- C. Discussion regarding the use of eminent domain to condemn rights of way, drainage line easements, slope easements and temporary construction easements in real properties as portions of tracts of land generally described as Tract 3, Tract 5, Tract 12, and Tract 19 located in the TM Rowland Survey Abstract Number A0749 and Tract 13, Tract 14, Tract 17, and Tract 18 located in the Shelby Glass Survey Abstract Number A0346, generally located on the north and south sides of Choate Pkwy. (Brawner)
- D. Discussion regarding Memorandum of Understanding with Celina Independent School District. (Laumer)

Councilman Hopkins moved to authorize the City Manager to negotiate and sign a Memorandum of Understanding with Celina Independent School District.

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

- E. Discussion regarding boundary agreement amendments with adjacent cities. (Laumer)

Reconvene Into Open Session

The City Council reconvened into open session at 5:50 p.m.

- F. Consider and act upon a resolution authorizing the use of eminent domain to condemn rights of way, drainage line easements, slope easements and temporary construction easements in real properties as portions of tracts of land generally described as being located in the TM Rowland Survey Abstract Number A0749 and Shelby Glass Survey Abstract Number A0346, generally located on the along Doe Branch between Ash Street and Preston Road. (Brawner)

(2020-06R) Councilman Hopkins moved to authorize the use of eminent domain to condemn rights of way, drainage line easements, slope easements and temporary construction easements in real properties as portions of tracts of land generally described as being located in the TM Rowland Survey Abstract Number A0749 and Shelby Glass Survey Abstract Number A0346, generally located along Doe Branch between Ash Street and Preston Road.

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

- G. Consider and act on a resolution authorizing the use of eminent domain to condemn sanitary sewer easements in real properties as portions of tracts of land generally described as Tract 3 and Tract 19 located in the TM Rowland Survey Abstract Number A0749 and tract 2 and open space in Lot A & Block T located in the Shelby Glass Survey Abstract Number A0346, generally located on the north and south sides of Choate Parkway. (Brawner)

(2020-07R) Councilman Hopkins moved to authorize the use of eminent domain to condemn sanitary sewer easements in real properties as portions of tracts of land generally described as Tract 3 and Tract 19 located in the TM Rowland Survey Abstract Number A0749 and Tract 2 and open space in Lot A & Block T located in the Shelby Glass Survey Abstract Number A0346, generally located on the north and south sides of Choate Parkway.

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

- H. Consider and act upon a resolution authorizing the use of eminent domain to condemn rights of way, drainage line easements, slope easements and temporary construction easements in real properties as portions of tracts of land generally described as Tract 3, Tract 5, Tract 12, and Tract 19 located in the TM Rowland Survey Abstract Number A0749 and Tract 13, Tract 14, Tract 17, and Tract 18 located in the Shelby Glass Survey Abstract Number A0346, generally located on the north and south sides of Choate Parkway. (Brawner)

(2020-08R) Councilman Hopkins moved to authorize the use of eminent domain to condemn rights of way, drainage line easements, slope easements and temporary construction easements in real properties as portions of tracts of land generally described as Tract 3, Tract 5, Tract 12, and Tract 19 located in the TM Rowland Survey Abstract Number A0749 and Tract 13, Tract 14, Tract 17, and Tract 18 located in the Shelby Glass Survey Abstract Number A0346, generally located on the north and south sides of Choate Pkwy.

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

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

No other items were acted upon.

VII. CONSENT AGENDA:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Mindy Koehne, Place 5
AYES: Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT: Anderson

A. Minutes Approval:

1. City Council - Regular Meeting - Jan 14, 2020 5:00 PM

- B. Consider and act upon appointment of Brooke Gill to the Celina Library Board. (Tarrant)

- C. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule to update the Master Fee Chart. (Stovall)

(2020-02)

- D. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 3: Building Regulations, Article 3.01 General Provisions, Section 3.01.001 Building Permits. (Building Regulations Revision) (McAfee)

(2020-03)

Minutes Acceptance: Minutes of Feb 11, 2020 5:00 PM (Minutes Approval)

- E. Item E was moved to Consent Agenda. Items Moved from Consent Agenda

ITEMS MOVED FROM CONSENT AGENDA:

- F. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Division 2. Sale of Alcoholic Beverages. (Alcoholic Beverages Revision) (McAfee)

(2020-04)

RESULT:	APPROVED [4 TO 1]
MOVER:	Mindy Koehne, Place 5
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Hopkins, Roberts, Koehne
NAYS:	Nabors
ABSENT:	Anderson

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct the first of three public hearings to annex approximately 188.238 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (20-01 Annexation First Public Hearing) (McAfee)

Mayor Terry opened the hearing at 5:55 p.m. No public comment was received. The hearing was closed at 5:56 p.m.

- B. The Celina City Council will conduct a public hearing and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by rezoning approximately 10 acres of land from Agricultural District (AG), to Planned Development (PD) with Industrial District (I) base zoning, generally located north of County Road 53 and approximately 1,000 feet west of the BNSF Railroad, within the City Limits. (Preferred Materials - Planned Development) (McAfee)

(2020-05) Mayor Terry opened the hearing at 5:56 p.m. Martin Sanchez of 2000 S. McDonald, McKinney, Texas 75071 explained the business product and asked for a favorable approval. The hearing was closed at 6:03 p.m.

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

- C. The Celina City Council will conduct a public hearing and act upon an ordinance amending the City of Celina Parks Master Plan (Brawner/Webb)

(2020-06) Mayor Terry opened the hearing at 6:03 p.m. Jonathan West of Norris Design gave a quick synopsis of the creation process for the Plan. No public comment was received. The hearing was closed at 6:07 p.m.

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

- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 13: Utilities, Article 13.10 Stormwater Discharge. (Adoption of Stormwater Discharge Ordinance) (Brawner)

(2020-07) Mayor Terry opened the hearing at 6:07 p.m. No public comment was received. The hearing was closed at 6:11 p.m.

RESULT: APPROVED [UNANIMOUS]
MOVER: Carmen Roberts, Place 4
SECONDER: Mindy Koehne, Place 5
AYES: Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT: Anderson

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of the City of Celina approving the submission of a grant application to the Office of the Governor, Criminal Justice Division for the Celina Violence Against Women Justice Program Family Violence/Sexual Assault Investigator Continuation project. (Griggs)

(2020-09R)

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

- B. Consider and act upon a resolution of the City Council of the City of Celina approving the submission of a grant application to the Texas Department of Public Safety, Traffic Safety Division, for the Celina Police Department to participate in the Texas' Selective Traffic Enforcement Program (STEP). (Griggs)

(2020-10R) Chief Tony Griggs recognized Officer Erika Fairchild for putting together this application which was noted for being excellent work.

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Carmen Roberts, Place 4
AYES: Steiner, Nabors, Hopkins, Roberts, Koehne
ABSENT: Anderson

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:20 p.m.

Sean Terry, Mayor

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Feb 11, 2020 5:00 PM (Minutes Approval)



Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Finance & Government Committee minutes

Action Requested:

City Council - Finance & Government Committee Meeting - Feb 6, 2020 5:30 PM

Background Information:

A quorum of city council members were present at the Finance & Government subcommittee meeting on February 6, 2020 to review the 2018/2019 year end audit.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Minutes

Staff Recommendation:



CITY COUNCIL FINANCE & GOVERNMENT COMMITTEE
 142 N. OHIO ST., CONFERENCE ROOM
 CELINA, TEXAS
THURSDAY, FEBRUARY 6, 2020
 4:00 P.M.

MINUTES

Note: A quorum of the City Council may be present at this meeting. No action will be taken.

I. DISCUSSION:

A. Review and discussion of annual audit – Fiscal year 2018/2019

The meeting began at 4:07 p.m. with Mayor Sean Terry, Andy Hopkins and Carmen Roberts. Deputy Mayor Pro Tem Wayne Nabors arrived at 4:08 p.m. constituting a quorum. Mayor Pro Tem Anderson arrived at 4:11 p.m.

Auditor David Coleman presented the audit highlights to the committee. General discussion took place. No action was taken.

II. ADJOURNMENT:

The meeting adjourned at 5:15 p.m.

Sean Terry, Mayor

Vicki Tarrant, City Secretary
 City of Celina, Texas

Celina City Hall 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.



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: May General Election Contracts

Action Requested:

Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Tarrant)

Background Information:

The May 2nd General Election will require services and voting equipment to be provided by Collin and Denton County Elections Administrators.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The estimated cost of the Collin County contract is approximately \$4,920.

The estimated cost of the Denton County contract will be calculated once all of the voting locations and number of entities participating have been finalized.

Legal Review:

The City Attorney has reviewed these contracts.

Supporting Documents:

Contracts attached.

Staff Recommendation:

Staff recommends approval.

JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT ("Election Services Contract")

ELECTION SERVICES AGREEMENT BETWEEN THE COLLIN COUNTY ELECTIONS ADMINISTRATOR ("Elections Administrator") AND

CITY OF ALLEN
 CITY OF ANNA
 CITY OF BLUE RIDGE
 CITY OF CARROLLTON
 CITY OF CELINA
 TOWN OF FAIRVIEW
 CITY OF FARMERSVILLE
 CITY OF FRISCO
 CITY OF LUCAS
 CITY OF MCKINNEY
 CITY OF MURPHY
 TOWN OF NEW HOPE
 CITY OF PARKER
 TOWN OF PROSPER
 CITY OF SACHSE
 TOWN OF SAINT PAUL
 CITY OF WYLIE
 ALLEN ISD
 ANNA ISD
 BLUE RIDGE ISD
 CELINA ISD
 FRISCO ISD
 LOVEJOY ISD
 MCKINNEY ISD
 MELISSA ISD
 PROSPER ISD
 COLLIN COUNTY MUD #1
 MCKINNEY MUNICIPAL UTILITY DISTRICT 1
 MCKINNEY MUNICIPAL UTILITY DISTRICT 2
 BEAR CREEK SUD
 NEVADA SPECIAL UTILITY DISTRICT
 SEIS LAGOS UTILITY DISTRICT
 WESTMINSTER SPECIAL UTILITY DISTRICT
 COPEVILLE WATER SUPPLY CORPORATION

FOR THE CONDUCT OF A JOINT ELECTION
 TO BE HELD SATURDAY, MAY 2, 2020
 TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

Attachment: Collin Co contract (Election Contracts)

1) POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS PARTICIPATING IN THIS JOINT ELECTION TO BE HELD ON MAY 2, 2020 ("Participating Political Subdivisions")

- A. CITIES:** The **City of Allen** plans to hold a General Municipal Election for City Council Place 2 and a Mayoral race. The **City of Anna** plans to hold a General Municipal and Special Election. The **City of Blue Ridge** plans to hold a General Municipal Election for 2 Council seats and a Mayoral race. The **City of Carrollton** plans to hold a General Municipal Election for City Councilmember Places 2, 4, and 6 and a Mayoral race. The **City of Celina** plans to hold a General Municipal Election for City Council Places 4 and 5 and a Mayoral race. The **Town of Fairview** plans to hold a General Municipal Election and a Local Option Election. The **City of Farmersville** plans to hold a Charter Election and General Municipal Election for Councilmember Places 2 and 4 and a Mayoral race. The **City of Frisco** plans to hold a General Municipal Election for City Council Places 5 and 6 and a Mayoral race. The **City of Lucas** plans to hold a Charter Amendment Election and a General Municipal Election for City Council Seats 1 and 2. The **City of McKinney** plans to hold a Special Recall Election. The **City of Murphy** plans to hold a General Municipal Election for City Councilmember Places 3 and 5 and a Mayoral race. The **Town of New Hope** plans to hold a General Municipal Election for 2 Alderman Seats and a Mayoral race. The **City of Parker** plans to hold a Bond Election and General Municipal Election for two Councilmembers at large and a Mayoral race. The **Town of Prosper** plans to hold a General Municipal Election for Town Council Places 3 and 5. The **City of Sachse** plans to hold a General Municipal Election for Council Places 4 and 5. The **Town of Saint Paul** plans to hold a General Municipal Election for Council Seats 3 and 5 and a Mayoral race. The **City of Wylie** plans to hold a General Municipal Election for City Council Places 5 and 6 and a Mayor race.
- B. SCHOOLS:** The **Allen ISD** plans to hold a Board of Education Trustee Election for Places 3, 6, and 7 and a Special Election. The **Anna ISD** plans to hold a Board of Education Trustee Election for Places 5 and 7. The **Blue Ridge ISD** plans to hold a Board of Education Trustee Election for Places 3 and 6. The **Celina ISD** plans to hold a Board of Education Trustee Election for Board of Trustee Places 3 and 4. The **Frisco ISD** plans to hold a Board of Education Trustee Election for Board of Trustee Places 4 and 5. The **Lovejoy ISD** plans to hold a Board of Education Trustee Election for Positions 4, 5 and 7. The **McKinney ISD** plans to hold a Special Election. The **Melissa ISD** plans to hold a Board of Education Trustee Election for Places 1 and 2. The **Prosper ISD** plans to hold a Board of Education Trustee Election for Places 2 and 5.
- C. DISTRICTS:** The **Collin County MUD #1** plans to hold a Board of Director Election for 3 Directors. The **McKinney MUD** plans to hold a Board of Trustee Election on for 2 Directors in **MUD 1** and 2 Directors in **MUD 2**. The **Bear Creek SUD** plans to hold a Board of Trustee Election on for 2 Board of Director positions. The **Nevada Special Utility District** plans to hold a Board of Trustee Election on for 2 Board of Director positions. The **Seis Lagos Utility District** plans to hold a Board of Trustee Election on for President, Vice President and Treasurer. The **Westminster Special Utility District** plans to hold a Board of Director Election for Secretary/Treasurer election and a Vice President race. The **Copeville Water Supply Corporation** plans to hold a Board of Trustee Election on for 3 Directors.

Attachment: Collin Co contract (Election Contracts)

2) ADMINISTRATION AND STATUTORY AUTHORITY

- A. Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the County Election Officer of Collin County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivisions listed in Section 1 of this Election Services Contract.
- B. The contracting authorities of the Participating Political Subdivisions list in Section 1 of this Election Services Contract are hereby participating with each other in the Joint Election to be held in Collin County, Texas on May 2, 2020 under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election") and are hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

3) DUTIES AND SERVICES OF THE COUNTY ELECTION OFFICER. The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- A. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
 - i) The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the Participating Political Subdivisions will be the accepted guidelines for the number of clerks secured to work in each Vote Center. The presiding election judge of each Vote Center, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board. Election judges shall be secured by the Contracting Election Officer with the approval of the Participating Political Subdivisions.
 - ii) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class); calendar will be provided.
 - iii) Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
 - iv) The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
- B. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
 - i) The Contracting Election Officer shall secure election kits which include the legal documentation required to hold an election and all supplies.

Attachment: Collin Co contract (Election Contracts)

- ii) The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
- iii) The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
- iv) The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

(1) Equipment includes the rental of ExpressVote Universal voting machines, ADA compliant headphones and keypads (1 per site), DS200 ballot counters, voting signs and election supply cabinets.

(2) Supplies include paper ballots, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.

C. The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk by the Participating Political Subdivisions.

- i) The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
- ii) Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the time period and at the locations listed in **Exhibit "A"**, attached and incorporated by reference into this Election Services Contract.
- iii) All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
 - (1) Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
 - (2) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
- iv) All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Election Officer shall arrange for the use of all Election Day Vote Centers. The Participating Political Subdivisions shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers. The Election Day Vote Centers are listed in **Exhibit "B"**, attached and incorporated by reference into this Election Services Contract.

Attachment: Collin Co contract (Election Contracts)

E. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Count Station Manager shall be Bruce Sherbet. The Count Station Judge shall be Neal Katz. The Tabulation Supervisor shall be Billy Pratt.

- (1) The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
- (2) The Public Logic and Accuracy Test of the electronic voting system shall be conducted.
- (3) Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
- (4) The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the Participating Political Subdivisions as soon as possible after all returns have been tallied.
- (5) The Contracting Election Officer shall be appointed the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
 - (a) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- (6) The Contracting Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

4) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS. The Participating Political Subdivisions shall assume the following duties:

- A. A Participating Political Subdivision shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivision assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Tuesday, February 25, 2020.
- C. The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.

Attachment: Collin Co contract (Election Contracts)

i) **The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Tuesday, February 25, 2020, the official wording for the Participating Political Subdivision's May 2, 2020, Joint General and Special Election.**

ii) The Participating Political Subdivisions shall approve the "blue line" ballot format prior to the final printing.

D. The Participating Political Subdivisions shall compensate the Contracting Election Officer for an additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

E. The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Thursday, April 12, 2020. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to: Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071. Made payable to "Collin County Treasury" with a note "for election services" included with check documentation.

F. The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

5) COST OF SERVICES. See Exhibits "C", "D", and "E".

6) GENERAL PROVISIONS.

A. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivision's May 2, 2020, Joint General and Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the City and School District.

C. If the Participating Political Subdivision cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75.00. Any Participating Political Subdivision canceling an election will not be liable for any further costs incurred by the Contracting Officer.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas

Attachment: Collin Co contract (Election Contracts)

WITNESS BY MY HAND THIS ____ DAY OF _____ 2020.

Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2020.

By: _____
Sean Terry, Mayor
City of Celina

Attest: _____
Vicki Tarrant, City Secretary
City of Celina

Attachment: Collin Co contract (Election Contracts)

MAY 2, 2020
JOINT GENERAL & SPECIAL ELECTION
Collin County Early Voting Locations, Dates and Hours

Polling Place			Address		City	
Collin County Elections Office (Main Early Voting Location)			2010 Redbud Blvd. Ste 102		McKinney 75069	
Allen Municipal Courts Facility			301 Century Parkway		Allen 75013	
Anna City Hall			111 N. Powell Parkway		Anna 75409	
Bear Creek Special Utility District			16881 CR 541		Lavon 75166	
Blue Ridge ISD Administration Building			318 W. School Street		Blue Ridge 75424	
Celina ISD Administration Building			205 S. Colorado Street		Celina 75009	
Clubhouse			224 Seis Lagos Trail		Wylie 75098	
Copeville Special Utility District			16120 FM 1778		Nevada 75173	
Collin College Frisco Campus			9700 Wade Blvd		Frisco 75035	
Evans Middle School			6998 Eldorado Pkwy		McKinney 75070	
Farmersville City Hall			205 S. Main Street		Farmersville 75442	
Frisco Fire Station #8			14700 Rolater Road		Frisco 75034	
Hunt Middle School			4900 Legendary Drive		Frisco 75034	
Lavon City Hall			120 School Road		Lavon 75166	
Lovejoy ISD Administration Building			259 Country Club Road		Allen 75002	
Lucas Community Center			665 Country Club Road		Lucas 75002	
Maus Middle School			12175 Coit Road		Frisco 75035	
McKinney Fire Station #5			6600 Virginia Parkway		McKinney 75070	
Melissa City Hall			3411 Barker Avenue		Melissa 75454	
Murphy Community Center			205 N. Murphy Road		Murphy 75094	
New Hope Town Hall			121 Rockcrest		New Hope 75071	
Parker City Hall			5700 E. Parker Road		Parker 75002	
Prosper Town Hall			250 W. First Street		Prosper 75078	
Sachse City Hall			3815 Sachse Rd.		Sachse 75048	
Slaughter Elementary School			2706 Wolford Street		McKinney 75071	
St. Paul Town Hall			2505 Butscher's Block St		St. Paul 75098	
Smith Library			300 Country Club Drive		Wylie 75098	
Webb Elementary School			810 E. Louisiana Street		McKinney 75069	
Westminster Special Utility District			409 E Houston St		Westminster 75485	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 19	Apr 20 Early Voting 8am – 5pm	Apr 21 Early Voting 8am – 5pm	Apr 22 Early Voting 8am – 5pm	Apr 23 Early Voting 8am – 7pm	Apr 24 Early Voting 8am – 5pm	Apr 25 Early Voting 8am – 5pm
Apr 26	Apr 27 Early Voting 7am – 7pm	Apr 28 Early Voting 7am – 7pm	Apr 29	Apr 30	May 1	May 2

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before May 2, 2020) may vote at any of the above Early Voting locations.

Subject to Change 2/5/2020

MAY 2, 2020
JOINT GENERAL & SPECIAL ELECTION
Collin County Election Day Vote Centers

Polling Place	Address	City
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Allen ISD Service Center	1451 North Watters Road	Allen 75013
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna City Hall	111 N. Powell Parkway	Anna 75409
Bear Creek Special Utility District	16881 CR 541	Lavon 75166
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Celina ISD Administration Building	205 S. Colorado Street	Celina 75009
Clubhouse	224 Seis Lagos Trail	Wylie 75098
Copeville Special Utility District	16120 FM 1778	Nevada 75173
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Evans Middle School	6998 Eldorado Pkwy	McKinney 75070
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lavon City Hall	120 School Road	Lavon 75166
Lovejoy ISD Administration Building	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75070
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest	New Hope 75071
Parker City Hall	5700 E. Parker Road	Parker 75002
Prosper ISD Administration Building	605 E 7 th St	Prosper 75078
Prosper Town Hall	250 W First Street	Prosper 75078
Sachse City Hall	3815 Sachse Rd.	Sachse 75048
Slaughter Elementary School	2706 Wolford Street	McKinney 75071
St. Paul Town Hall	2505 Butscher's Block St	St. Paul 75098
Smith Library	300 Country Club Drive	Wylie 75098
Webb Elementary School	810 E. Louisiana St.	McKinney 75069
Westminster Special Utility District	409 E Houston St	Westminster 75485

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before May 2, 2020) may vote at any of the above Election Day Vote Center locations.

Subject to Change 2/5/2020

May 2, 2020
Joint General and Special Elections
Estimated Election Expenses
Subject to Change

Exhibit 7.B.a

Early Voting by Mail	Units	Cost Per Unit	Estimated Cost
Mail Ballot Kits	1900	\$ 1.15	\$ 2,185.00
Postage for Ballots	1900	\$ 0.88	\$ 1,672.00
Balotar Per Sheet	1900	\$ 0.35	\$ 665.00
Early Voting by Personal Appearance			
Assemble EV Locations	29	\$ 50.00	\$ 1,450.00
Total Judge Hours	29 Judges @ 64 hrs	\$ 12.00	\$ 22,272.00
OT Judge Hours	29 Judges / 11 ot hrs	\$ 18.00	\$ 5,742.00
Total Alt. Judge & Clerk Hours	145 Clerks / 64 hrs (5)	\$ 10.00	\$ 92,800.00
OT Alt. Judge & Clerk Hours	145 Clerks / 11 OT hrs	\$ 15.00	\$ 23,925.00
Pick up and Delivery of Supplies	29	\$ 25.00	\$ 725.00
Election Day Expenses			
Total Judge Hours	31 Judges @ 14 hrs	\$ 12.00	\$ 5,208.00
Total Alt. Judge & Clerk Hours	186 Clerks @ 13 hrs (6)	\$ 10.00	\$ 24,180.00
Pick up & Delivery of Supplies	31	\$ 25.00	\$ 775.00
Tabulation			
Election Night Vendor Support	Per Election		\$ 10,000.00
Notice of Inspection/Tabulation Test	Per Election		\$ 7,000.00
General Election Expenses			
Early Voting Ballot Board			\$ 2,155.30
Central Count Workers			\$ 126.00
Election Workers FICA			\$ 13,885.76
County Employee FICA			\$ 1,050.00
Mileage			\$ 667.00
County Personnel/IT Overtime			\$ 15,000.00
ES&S Support Staff/Field Technicians			\$ 40,000.00
Process Pollworker Checks	391	\$ 1.50	\$ 586.50
Process Election Judge Notices	60	\$ 1.50	\$ 90.00
Coding & Setup Services	Per Election		\$ 25,000.00
Van Rental	5		\$ 5,000.00
Tent rental	1	\$ 2,680.00	\$ 2,680.00
Equipment Rental			
DS200 Ballot Counter	60	\$ 350.00	\$ 21,000.00
Express Vote	240	\$ 200.00	\$ 48,000.00
Express Touch	60	\$ 200.00	\$ 12,000.00
Metal Signs	60	\$ 1.00	\$ 60.00
Wood Signs	62	\$ 2.00	\$ 124.00
EV Security Cabinet	29	\$ 200.00	\$ 5,800.00
EV Computer Cabinet	29	\$ 50.00	\$ 1,450.00
ED Security Cabinet	31	\$ 200.00	\$ 6,200.00
EV/ED Cabinet Drayage	60	\$ 180.00	\$ 10,800.00
Transfer Case		\$ -	\$ -

Attachment: Collin Co contract (Election Contracts)

May 2, 2020
Joint General and Special Elections
Estimated Election Expenses
Subject to Change

Exhibit 7.B.a

Supply Cost				
Mail Ballots	1900	\$	0.12	\$ 228.00
Coding Test Ballots	350	\$	0.26	\$ 91.00
Express Vote Ballots (15% turnout)	65621	\$	0.29	\$ 19,030.09
Provisional Ballot Stock	2400	\$	0.14	\$ 336.00
Sample Ballots	175	\$	0.29	\$ 50.75
All Race Sample Ballots	175	\$	0.29	\$ 50.75
Early Voting Kits	29	\$	51.00	\$ 1,479.00
Election Day Kits	31	\$	19.00	\$ 589.00
EV Provisional Kits	29	\$	38.10	\$ 1,104.90
ED Provisional Kits	31	\$	38.10	\$ 1,181.10
Polling Place Maps	60	\$	12.00	\$ 720.00
Printer Labels	60	\$	5.00	\$ 300.00
Total Estimated Cost				\$ 435,434.15

Attachment: Collin Co contract (Election Contracts)

Cost of Election Services

Exhibit "E"

Celina, City

Registered Voters	7,381
Percentage	1.13%
Estimated Cost Per Entity	\$ 4,918.85

Summary of Costs

Early Voting by Mail	\$ 50.93
Early Voting by Personal Appearance	\$ 1,654.57
Election Day Expenses	\$ 339.70
Tabulation	\$ 191.46
General Election Expenses	\$ 1,196.50
Equipment Rental	\$ 1,187.41
Supply Cost	\$ 283.36
Total	<u>\$ 4,903.93</u>
10% Administrative Fee	\$ 490.39
Sub Total	\$ 5,394.32
Total cost savings from minimum expense cost	\$ (475.47)
Total Estimated Cost	<u>\$ 4,918.85</u>

Attachment: Collin Co contract (Election Contracts)

Cost of Election Services

Exhibit "E"

Attachment: Collin Co contract (Election Contracts)

May 2, 2020
Joint General and Special Election
Cost Distribution
Subject to Change

Exhibit 7.B.a

Entity	Registered Voters	Percentage
Allen, City	62,955	9.61%
Anna, City	7,955	1.21%
Blue Ridge, City	503	0.08%
Carrollton, City	201	0.03%
Celina, City	7,381	1.13%
Fairview, Town	7,651	1.17%
Farmersville, City	1,768	0.27%
Frisco, City	60,803	9.28%
Lucas, City	5,325	0.81%
McKinney, City	108,553	16.56%
Murphy, City	13,102	2.00%
New Hope, Town	509	0.08%
Parker, City	3,561	0.54%
Prosper, Town	13,637	2.08%
Sachse, City	5,744	0.88%
Saint Paul, Town	727	0.11%
Wylie, City	29,144	4.45%
Allen ISD	64,513	9.84%
Anna ISD	10,051	1.53%
Blue Ridge ISD	2,479	0.38%
Celina ISD	7,853	1.20%
Frisco ISD	93,998	14.34%
Lovejoy ISD	11,739	1.79%
McKinney ISD	82,402	12.57%
Melissa ISD	8,775	1.34%
Prosper ISD	30,492	4.65%
Collin County MUD #1	2,274	0.35%
McKinney MUD 1	1,607	0.25%
McKinney MUD 2	29	0.00%
Bear Creek SUD	3,632	0.55%
Nevada Special Utility District	1,488	0.23%
Seis Lagos SUD	1,271	0.19%
Westminster SUD	971	0.15%
Copeville Water Supply Corporation	2,288	0.35%
Total Registered Voters	655,381	

Attachment: Collin Co contract (Election Contracts)

**COLLIN COUNTY**

Bruce Sherbet
Elections Administrator
2010 Redbud Blvd. #102
McKinney, Texas 75069
972-547-1990

DATE: February 5, 2020

TO: Joint Election Participants

FROM: Bruce Sherbet

SUBJECT: May 2, 2020 Joint Election

I would like to address the changes involving the May 2, 2020 Joint Election contract and election processes. As you know, last year Collin County replaced the old TSX DRE voting system with the new ExpressVote Universal Voting System. The first election to use the new voting system was the November 5, 2019 General and Special Election. The most significant difference between the old and new voting system is the ExpressVote produces a marked paper ballot for each voter to verify before the ballot is scanned and tabulated during an election. There are additional costs required with the new system that have been added to the joint election contract. Following are required contract changes relating to the ExpressVote Voting System:

- ExpressVote uses ballot marking devices to print the voter selections on a verifiable paper ballot. The addition of providing paper ballots for each voting location is required.
- ExpressVote uses DS200 precinct ballot counters in each Early Voting and Election Day polling location. Additional ballot counters are provided to higher turnout locations.
- ExpressTouch voting devices are provided to each polling location for use in curbside voting.
- Additional coding expenses with ExpressVote are incurred for programming the DS200 ballot counters and ExpressTouch curbside voting machines.
- There have been significant increases of contract personnel used for testing voting equipment prior to deployment of the equipment. In particular, the marking and printing of test ballots from voting units and hands-on testing of all precinct ballot counters.
- Establishment of 5 Field Technician Teams in Early Voting and 7 Field Technician Teams on Election Day for assisting polling location with equipment issues or supply needs.

Attachment: Changes to the Collin Co contract letter (Election Contracts)

- Additional vehicle rental is needed for Field Technician transport of equipment and supplies.
- Additional security costs have been added for polling locations and counting station operations.

Cost Distribution Changes to the Joint Contract

The formula for distribution of election expenses in the joint election contract have been updated to the standard formula used for elections using vote centers. Because every entity ballot in the joint election is available at every polling location, the formula used in the contract needs represent the costs applied to using vote centers verses traditional assigned polling locations where voters can only vote at a specific polling place.

The standard vote center formula for determining cost distribution allocates the costs of that election based on a ratio of registered voters per participating entity to the aggregate of all entities voters. Following is an example of the allocation for the May 2, 2020 Joint Election:

Entity	Registered Voters	Percentage
Allen, City	62,955	9.61%
Anna, City	7,955	1.21%
Blue Ridge, City	503	0.08%
Carrollton, City	201	0.03%
Celina, City	7,381	1.13%
Fairview, Town	7,651	1.17%
Farmersville, City	1,768	0.27%
Frisco, City	60,803	9.28%
Lucas, City	5,325	0.81%
McKinney, City	108,553	16.56%
Murphy, City	13,102	2.00%
New Hope, Town	509	0.08%
Parker, City	3,561	0.54%
Prosper, Town	13,637	2.08%
Sachse, City	5,744	0.88%
Saint Paul, Town	727	0.11%
Wylie, City	29,144	4.45%
Allen ISD	64,513	9.84%
Anna ISD	10,051	1.53%
Blue Ridge ISD	2,479	0.38%
Celina ISD	7,853	1.20%
Frisco ISD	93,998	14.34%
Lovejoy ISD	11,739	1.79%
McKinney ISD	82,402	12.57%
Melissa ISD	8,775	1.34%
Prosper ISD	30,492	4.65%
Collin County MUD #1	2,274	0.35%
McKinney MUD 1	1,607	0.25%
McKinney MUD 2	29	0.00%
Bear Creek SUD	3,632	0.55%
Nevada Special Utility District	1,488	0.23%
Seis Lagos SUD	1,271	0.19%
Westminster SUD	971	0.15%
Copeville Water Supply Corporation	2,288	0.35%
Total Registered Voters	655,381	

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint [election-date] election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on [election-date]. Denton County plans to hold county-wide voting for this General Election.

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

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

I. ADMINISTRATION

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

Attachment: Denton Co contract (Election Contracts)

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

If polling place(s) for the [election-date] joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 1st, 2020 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names, addresses, and room or suite number, if applicable, in effect for the [election-date] election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$10 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$30. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

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

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Lead Clerk (\$12/hour), Clerk (\$10/hour)

Election Day – Presiding Judge (\$12/hour), Alternate Judge (\$11/hour), Clerk (\$10/hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post election administration. In such cases, costs shall be pro-

rated among participants of this contract. Part-time help is included as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the Participating Authority, and delivered to the Elections Office thirty-three (33) calendar days (March 30, 2020) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. Said list must be in a Word document, the information must be in an upper and lower case format, be in Arial 12 point font, and contain candidate contact information for the purposes of verifying the pronunciation of each of the candidates' names. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to

that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approvals must be finalized with the Elections Office within five (5) calendar days of receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by Personal Appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

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

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

VI. EARLY VOTING

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

Early Voting by personal appearance will be held at the locations, dates, and times listed in Exhibit B of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for Temporary Early Voting Locations will be considered, and determined based on the availability of sites and if it is within the Election Code parameters. All costs for temporary sites including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

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

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.com

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

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.com

The Elections Administrator shall post on the county website, the Participating Authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

Presiding Judge: Early Voting Ballot Board Judge
 Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

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

X. RUNOFF ELECTIONS

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

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

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

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be [run-off-date], with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of the costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the number of registered voters within the district per Elections Day polling place. Costs for polling places shared by more than one participating authority shall be pro-rated among the participants utilizing that polling place.

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

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

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

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

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

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

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

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

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

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

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

XIII. RECORDS OF THE ELECTION

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

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

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

XIV. RECOUNTS

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

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

XV. MISCELLANEOUS PROVISIONS

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

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$40.023
Voter Registration Clerk	\$31.883 - \$34.763
Technology Resources Coordinator	\$43.277
Elections Technician	\$30.521 - \$34.763
Voter Registration Coordinator	\$41.106
Training Coordinator	\$41.899
Election Coordinator	\$34.763

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

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

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

[costs]

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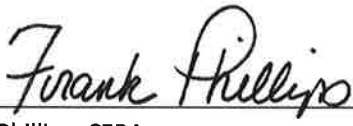
XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2020 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2020 been executed on behalf of the City of Celina pursuant to an action of the Celina City Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:


 Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE City of Celina:

APPROVED:

ATTESTED:

 Mayor

 City Secretary

Attachment: Denton Co contract (Election Contracts)



Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Library Board appointments to fill vacancies.

Action Requested:

Consider and act upon appointment of Lisa Ferguson and Leah Smith to the Celina Library Board.
(Tarrant)

Background Information:

The Celina Library Board has two vacancies. Lisa Ferguson and Leah Smith have filled out applications volunteering to serve two year terms.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Applications

Staff Recommendation:

Approve



Public Service opportunities are offered by the City of Celina without regard to race, color, national origin, religion, sex or disability.

BOARD/COMMISSION APPLICATION

Please submit your application and a statement of why you wish to serve on a particular board or commission

Date: Feb. 27, 2020

Name: Lisa Ferguson

(please print name as you wish it to appear)

Please choose from the list below of up to three (3) boards you are interested in serving. Please list your choices in order of preference.

Celina Public Library Advisory Board

(Board/Commission)

Board of Adjustment

Building and Standards Commission

Community Development Corp

Economic Development Corp

Historic Preservation Commission

Parks & Recreation Board

Planning & Zoning Commission

Library Board

Main Street Advisory Board

Upper Trinity Regional Water District Rep

PERSONAL INFORMATION

Home Address: 1344 Bateman Lane

City: Celina

State: Texas Zip Code: 75009

e-mail: [REDACTED]

Telephone: 469-202-2193

Celina Resident for 5.5 years

Attachment: applications (Board Appointment)

BUSINESS INFORMATION

Business Name: N/A Business Owner? Yes No

Business Address: _____

City: _____ State: Texas Zip Code: _____

Telephone: _____ Fax: _____

e-mail: _____ Occupation: _____

Please indicate any knowledge or personal experience applicable to the Board/Commission
You are applying for:

I have been a newspaper and magazine journalist for 30 years. During my previous time on the Library Board, I oversaw all publicity efforts for Celina Public Library, including securing newspaper and magazine coverage for the Library's various events. I continue to oversee its social media presence by updating its Facebook page daily and sharing posts to other pages. I have donated countless hours of my personal time assisting at events including the library's book sales, Summer Reading program, at its Cupcakes with Mrs. Claus event, among others. During the short time I worked as a Celina Public Library technician (from Oct.-Dec. 2019), I learned even more about the day-to-day operations of the library and developed a deep understanding and appreciation for the work that is accomplished by its small-but-mighty staff.

Please list any business or personal relationships with the City of Celina, which might create a conflict of interest that would affect your ability to serve. _____

As the former Celina Record reporter and contributing editor of _____

Our Celina magazine, among other publicity and public relations roles, _____

I have developed working relationships with many City of Celina employees. _____

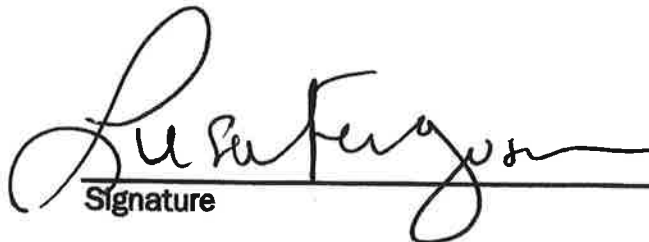
However, I am confident that this will not negatively impact my ability
to serve on the Celina Public Library Advisory Board.

Attachment: applications (Board Appointment)

STATEMENT OF INTENT

7.C.a

I am aware of the requirements of the City regarding conflicts of interest to the City of Celina Boards/Commissions. I am aware of the meeting dates and times of the Board/Commission for which I have applied. I am also aware that my attendance at these meetings is imperative to the function of the Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. I affirm that I am qualified to vote.

 2/27/2020
Signature Date

STATEMENT OF INTEREST
(Why I wish to serve on the Board/Commission)

I have been involved with City of Celina boards and functions since moving to the city in 2014.

I served on Celina Public Library's Advisory board for several years before stepping down in Sept. 2019 when I was hired as a part-time clerk/technician at the library.

I have since left that position and now wish to return to the Library Board as I thoroughly enjoyed my previous service.

The library is a very special place. I believe it serves as the heartbeat of this community - not only as place to check out books and other educational materials, but also where every Celina resident is made to feel welcome.

I want very much to again have a role in shaping the library so that it may continue to successfully provide its myriad services to members of this community and others.

Attachment: applications (Board Appointment)



Sutton Fields

Public Service opportunities are offered by the City of Celina without regard to race, color, national origin, religion, sex or disability.

BOARD/COMMISSION APPLICATION

Please submit your application and a statement of why you wish to serve on a particular board or commission

Date: 2/20/20

Name: Leah Smith
(please print name as you wish it to appear)

Please choose from the list below of up to three (3) boards you are interested in serving. Please list your choices in order of preference.

1) library 2) parks & rec 3) main street advisory
Main Street Advisory Board, Parks & Recreation, Library Board
(Board/Commission)

Board of Adjustment

Building and Standards Commission

Community Development Corp

Economic Development Corp

Historic Preservation Commission

Parks & Recreation Board

Planning & Zoning Commission

Library Board

Main Street Advisory Board

Upper Trinity Regional Water District Rep

PERSONAL INFORMATION

Home Address: 4532 Longfellow Ave

City: Celina Aubrey ^{Tx} 76227 State: Texas Zip Code: 75009

e-mail: [REDACTED] Telephone: 214 883 6910

Celina Resident for 1 years

Attachment: applications (Board Appointment)

STATEMENT OF INTENT

7.C.a

I am aware of the requirements of the City regarding conflicts of interest to the City of Celina Boards/Commissions. I am aware of the meeting dates and times of the Board/Commission for which I have applied. I am also aware that my attendance at these meetings is imperative to the function of the Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. I affirm that I am qualified to vote.

Leah Smith
Signature

2/20/20
Date

STATEMENT OF INTEREST
(Why I wish to serve on the Board/Commission)

I am a new resident but I love our town so much already. I am looking for a way to get involved, get connected and give back. I also wish to be part of making this city even better than it is now so that we can attract more residents and more business.

Attachment: applications (Board Appointment)

BUSINESS INFORMATIONBusiness Name: _____ Business Owner? Yes ☐ No ☒

Business Address: _____

City: _____ State: Texas Zip Code: _____

Telephone: _____ Fax: _____

e-mail: _____ Occupation: _____

Please indicate any knowledge or personal experience applicable to the Board/Commission
You are applying for:

My background is in marketing communications with a
specific focus on strategy that positively influences business
objectives. I believe that skill coupled with my experience in
branding and promotion would bring a unique perspective to
Celina's boards/commissions.

Please list any business or personal relationships with the City of Celina, which might create
a conflict of interest that would affect your ability to serve. N/A

Attachment: applications (Board Appointment)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Karla Stovall, Assistant City Manager
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: Amend 2019-2020 Budget

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2019-39 which adopted and approved the budget for fiscal year beginning October 1, 2019 and ending September 30, 2020, and make appropriations for each department, project and account, by adopting an amended 2019-2020 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Stovall)

Background Information:

The Police Department requested mid-year budget amendment to add a Community Service Officer/ Public Information Officer position. The department currently assigns the duties of a Community Service Officer and Public Information Officer to a patrol officer who performs those duties in addition to the primary patrol duties. Within the Community Service Officer position, the officer is responsible for all community engagement programs involving the police department, e.g., National Night Out, Blue Santa, Public Safety Day, and the Police Volunteer Group. In addition, the officer attends community and HOA meetings representing the Police Department. As the Public Information Officer, this officer is responsible for all media interaction with the department and the department's social media. The Finance Department has requested funding of additional salaries and benefits to replace a consultant based position ending in late April with an accounting position year round.

Financial Considerations:

Additional Police Officer with salary/ benefits, and other required equipment to start late March - \$66,357
 Additional funds added to Finance Department for personnel changes \$82,847
 Increase to Revenue budget to offset expenditures at 1.25, +160,000 Permit Revenue in the General Fund

Supporting Documents:

Ordinance
 Budget Change Form 007

Staff Recommendation:

Approval

BUDGET AMENDMENT

Budget Change # 7

Account #	Account Name	Description	Budget	Change	Adjusted Budget
From					
	Budget Balance		23,301.11	10,796.00	34,097.11
To					
102-112-000-6100	Salaries and Benefits	Community Service Officer	-	42,600.00	42,600.00
102-112-000-6105	Overtime	Community Service Officer	-	1,000.00	1,000.00
102-112-000-6162	School, Registration & Tuition	Community Service Officer	-	500.00	500.00
102-112-000-6164	Uniforms	Community Service Officer	-	7,957.00	7,957.00
102-112-000-6328	Ammunition	Community Service Officer	-	300.00	300.00
102-112-000-6350	Fuel	Community Service Officer	-	3,285.00	3,285.00
102-112-000-6830	Capital Equipment	Community Service Officer	-	10,715.00	10,715.00
102-104-000-6100	Salaries and Benefits	Accounting	-	82,847.00	82,847.00
102-400-000-4200	Permits	Revenue	(4,540,000.00)	(160,000.00)	(4,700,000.00)
	Less 25% reserve requirement			37,301.00	
			Balance	(10,796.00)	

Description

Budget Amendment Ordinance 03/10/2019

Created By _____ Date _____
 Karla Stovall _____ 3/4/2020

Reviewed By _____ Date _____

Entered By _____ Date _____

Council Approval Required

☒ Yes☐ No

Approved by Council

Date

Attachment: 2020-7 (Budget Amendment - Police)

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2019-39, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2019-2020, heretofore previously adopted by Ordinance 2019-39; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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 incorporated into the body of this Ordinance as if copied herein in their entirety.

**SECTION 2
AMENDMENT AND ADOPTION**

The City’s budget for the fiscal year ending September 30, 2020, heretofore previously adopted by Ordinance 2019-39 duly enacted by the City Council of the City of Celina on the 10th day of September, 2019, be and is hereby amended as set out in Exhibit “A” attached hereto and incorporated herein, which amendment is hereby, in all

respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3 **REALLOCATIONS**

That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4 **FILING OF BUDGET AND ORDINANCE REQUIRED**

The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5 **CUMULATIVE**

This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6 **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, 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 decision or enactment.

SECTION 7 **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 descriptive Caption and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8 **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 9

EFFECTIVE DATE

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 10th day of March 2020.

Sean Terry, Mayor

City of Celina, Texas

Vicki Tarrant

City Secretary

City Attorney



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Director of Engineering
 Date: March 10, 2020
 Re: Preston Road Water & Sewer Lines, Bid 2020-0027

Action Requested:

Consider and act to award bid 2020-0027 for the Preston Road Water and Sewer Lines to Quality Excavation, Ltd., in an amount not to exceed \$1,488,533.02 plus a ten percent contingency for a total of \$1,637,386.32. (Berry)

Background Information:

On February 20, 2020, the City received responses to bid 2020-0027 for the installation of the Preston Road Water & Sewer lines . The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred seventy-one vendors were notified. Eleven submittals and two no bids were received. Staff reviewed the bids and recommends the apparent lowest responsible bidder, Quality Excavation, LLC.

The bid for this project is in the amount of \$1,488,533.02. Contingency in the amount of \$148,853.30 is included to cover unexpected costs that may arise during construction.

Alternatives:

Council may reject the award and redirect staff.

Financial Considerations:

Funding is available in the current budget and will be tracked in projects S18 and W18. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Tab Sheet
 Agreement
 Recommendation

Staff Recommendation:

Staff Recommends awarding bid 2020-0027 to Quality Excavation, Ltd.

ication n. Resp onses				Quality Excavation, Ltd.		ANA Site Construction		KIK Underground, LLC		ATKINS BROS. EQUIP. CO., INC		Dickerson Construction Company Inc.		Pittard Construction Company (ROB PITTARD)		BLACKROCK CONSTRUCTION (BRCT, LLC)		Mountain Cascade of Texas LLC		Belt Construction, Inc.		Excel Aircraft, LLC. (DBA: Excel Trenching)		Saber Development			
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended		
1	12 Inch Waterline - Preston Road/Frontier Pkwy		1		\$1,002,617.50		\$951,661.00		\$1,089,998.00		\$1,146,486.50		\$1,107,500.00		\$1,158,900.00		\$1,235,795.95		\$1,210,480.00		\$1,067,598.00		\$1,321,430.50		\$1,312,659.00		
1.1	12 Inch AWWA C900 DR18 PVC Water Line	LF	8165		\$54.50		\$38.00		\$50.00		\$85.00		\$65.00		\$70.00		\$78.43		\$65.00		\$50.00		\$77.00		\$80.00		
1.2	24 Inch x 0.25 Inch Steel Casing by Bore	LF	428		\$400.00		\$450.00		\$773.00		\$329.00		\$375.00		\$225.00		\$320.00		\$455.00		\$438.00		\$430.00		\$550.00		
1.3	24 Inch x 0.25 Inch Steel Casing by Bore at Frontier Parkway	LF	32		\$450.00		\$545.00		\$789.00		\$200.00		\$400.00		\$225.00		\$610.00		\$455.00		\$567.00		\$557.00		\$620.00		
1.4	24 Inch x 0.25 Inch Steel Casing by Open Cut	LF	368		\$114.00		\$105.00		\$120.00		\$200.00		\$150.00		\$150.00		\$145.00		\$155.00		\$142.00		\$150.00		\$105.00		
1.5	18 Inch DR-25 PVC Casing by Open Cut	LF	120		\$111.00		\$81.00		\$90.00		\$150.00		\$100.00		\$125.00		\$110.00		\$100.00		\$153.00		\$99.00		\$75.00		
1.6	Clay Collar	EA	2		\$980.00		\$3,600.00		\$100.00		\$200.00		\$250.00		\$2,000.00		\$1,500.00		\$1,200.00		\$2,292.00		\$696.00		\$2,200.00		
1.7	Flowable Fill	LF	56		\$58.00		\$81.00		\$56.00		\$27.00		\$100.00		\$100.00		\$50.00		\$40.00		\$260.00		\$17.00		\$71.50		
1.8	12 Inch Plug	EA	10		\$975.00		\$1,500.00		\$425.00		\$150.00		\$450.00		\$1,500.00		\$1,075.00		\$1,600.00		\$2,028.00		\$974.00		\$500.00		
1.9	12 Inch Gate Valve	EA	33		\$3,100.00		\$3,000.00		\$2,500.00		\$2,000.00		\$2,750.00		\$3,200.00		\$3,145.00		\$4,000.00		\$2,762.00		\$3,500.00		\$2,600.00		
1.10	8 Inch Gate Valve	EA	1		\$1,860.00		\$3,400.00		\$1,450.00		\$1,000.00		\$1,600.00		\$2,250.00		\$1,720.00		\$3,000.00		\$1,727.00		\$2,500.00		\$1,500.00		
1.11	6 Inch Gate Valve	EA	17		\$1,400.00		\$1,945.00		\$1,060.00		\$900.00		\$1,150.00		\$1,950.00		\$1,340.00		\$2,500.00		\$1,444.00		\$2,100.00		\$1,300.00		
1.12	2 Inch Air Release Valve and Manhole	EA	4		\$6,380.00		\$9,950.00		\$5,850.00		\$5,000.00		\$7,500.00		\$7,500.00		\$11,650.00		\$7,000.00		\$7,733.00		\$8,200.00		\$9,000.00		
1.13	12 Inch Ductile Iron Water Fittings w/ Restraint	TON	10		\$5,000.00		\$8,100.00		\$6,550.00		\$3,500.00		\$9,900.00		\$12,000.00		\$8,500.00		\$6,700.00		\$7,811.00		\$4,500.00		\$12,000.00		
1.14	Fire Hydrant Assembly	EA	16		\$4,100.00		\$4,500.00		\$3,300.00		\$3,800.00		\$4,000.00		\$4,500.00		\$4,650.00		\$5,000.00		\$3,829.00		\$6,150.00		\$3,500.00		
1.15	Connection to Existing Water Line	EA	2		\$1,500.00		\$3,920.00		\$1,500.00		\$3,000.00		\$3,500.00		\$2,500.00		\$2,550.00		\$5,500.00		\$4,434.00		\$4,500.00		\$2,500.00		
1.16	Trench Safety System	LF	8275		\$0.60		\$1.20		\$1.00		\$0.50		\$1.00		\$2.00		\$1.00		\$1.00		\$5.00		\$6.90		\$1.00		
1.17	Allowance for Testing of Pipeline	LS	1		\$24,750.00		\$10,220.00		\$8,165.00		\$2,000.00		\$5,500.00		\$4,500.00		\$8,165.00		\$9,000.00		\$5,730.00		\$15,700.00		\$8,500.00		
2	10 Inch Sanitary Sewer Line - Preston Road / Frontier Pkwy		1		\$190,839.10		\$190,839.10		\$175,622.00		\$175,622.00		\$144,464.00		\$144,464.00		\$217,850.00		\$217,850.00		\$228,990.00		\$228,990.00		\$242,056.00		\$242,056.00
2.1	10 Inch PVC SDR 26	LF	1978		\$60.00		\$35.00		\$37.00		\$74.00		\$77.50		\$75.00		\$75.00		\$70.00		\$67.00		\$69.00		\$97.25		
2.2	4 Feet WW MH	EA	5		\$5,700.00		\$6,225.00		\$4,477.00		\$5,600.00		\$5,000.00		\$7,500.00		\$7,100.00		\$9,000.00		\$7,498.00		\$7,000.00		\$4,000.00		
2.3	5 Feet WW MH	EA	1		\$12,000.00		\$11,305.00		\$9,685.00		\$9,000.00		\$12,500.00		\$12,000.00		\$11,540.00		\$19,000.00		\$11,967.00		\$12,200.00		\$9,500.00		
2.4	5 Feet Drop WW MH	EA	1		\$12,000.00		\$16,585.00		\$11,107.00		\$9,100.00		\$10,000.00		\$13,500.00		\$13,140.00		\$15,500.00		\$16,793.00		\$13,900.00		\$13,500.00		
2.5	Trench Safety System	LF	1978		\$0.95		\$4.00		\$1.00		\$1.00		\$2.50		\$2.00		\$2.00		\$1.00		\$7.00		\$6.90		\$2.00		
2.6	20 Inch x 0.25 Inch Steel Casing By Open Cut	LF	90		\$132.00		\$109.00		\$125.00		\$210.00		\$175.00		\$125.00		\$135.00		\$150.00		\$157.00		\$111.00		\$90.00		
2.7	Connect to Existing Sanitary Sewer Line (Cast-in-Place Manhole)	EA	1		\$4,400.00		\$24,655.00		\$10,233.00		\$500.00		\$500.00		\$8,000.00		\$9,385.00		\$25,500.00		\$2,324.00		\$12,000.00		\$3,000.00		
2.8	Allowance for Testing	LS	1		\$1,500.00		\$5,000.00		\$4,640.00		\$4,000.00		\$7,000.00		\$7,500.00		\$5,800.00		\$5,000.00		\$5,730.00		\$7,000.00		\$4,000.00		
3	Preston Road Frontier Pkwy Base Items		1		\$179,834.02		\$179,834.02		\$252,931.00		\$252,931.00		\$150,692.25		\$150,692.25		\$119,789.50		\$119,789.50		\$241,899.00		\$241,899.00		\$230,810.25		\$230,810.25
3.1	Remove and Replace Decorative Aluminum Fence	LF	40		\$50.00		\$55.00		\$73.00		\$40.00		\$25.00		\$50.00		\$200.00		\$120.00		\$115.00		\$58.00		\$95.00		
3.2	Remove and Replace Barbed Wire Fence	LF	2199		\$10.50		\$7.00		\$14.00		\$3.00		\$6.00		\$15.00		\$7.00		\$10.00		\$9.00		\$8.00		\$6.00		
3.3	Asphalt Pavement Replacement	SY	17		\$99.00		\$100.00		\$110.00		\$70.00		\$100.00		\$100.00		\$300.00		\$145.00		\$195.00		\$232.00		\$140.00		
3.4	18 Inch Rock Rip Rap	SY	289		\$69.00		\$62.00		\$110.00		\$100.00		\$100.00		\$100.00		\$25.00		\$105.00		\$100.00		\$79.00		\$82.10		
3.5	Hydromulch Seed (20ft wide along trench)	SY	36405		\$0.75		\$1.00		\$0.25		\$0.50		\$1.00		\$1.05		\$0.75		\$1.00		\$1.00		\$0.60		\$2.00		
3.6	Remove Tree	EA	57		\$200.00		\$470.00		\$250.00		\$300.00		\$500.00		\$375.00		\$325.00		\$450.00		\$1,719.00		\$720.00		\$525.00		
3.7	General Site Preparation	LS	1		\$10,000.00		\$96,615.00		\$15,000.00		\$2,000.00		\$47,500.00		\$45,000.00		\$15,000.00		\$20,000.00		\$114,596.00		\$8,100.00		\$50,000.00		
3.8	4 Inch Concrete Sidewalk				</																						

Attachment: Bid Tabulation by Line (Preston Road Water & Sewer Lines)

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

THIS AGREEMENT is by and between **City of Celina** (OWNER) and **Quality Excavation, LLC.**, (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

**City of Celina
Preston Road Water & Sewer Lines
Bid 2020-0027**

ARTICLE 2 – THE PROJECT

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

- Approximately 8,100 linear feet of 12-inch water line beginning 2,200 linear feet south of the intersection of Preston Road (CR289) and Punk Carter Pkwy, continuing south along Preston Road to the intersection of Preston Road and Frontier Parkway (FM 1461), and turning due east along Frontier Parkway to the intersection of Frontier Parkway and Preston Hills Circle. The waterline will be placed outside of the road right-of-way (ROW) in a private water easement.
- Approximately 700 linear feet of 12-water line beginning at the intersection of Carter Ranch Rd and Palomino Ln and heading east.
- Approximately 1,980 linear feet of 10-inch sewer line beginning 3,100 linear feet south of the intersection of Preston Road (CR289) and Ownsby Parkway (County Road 83) continuing along Preston going south.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

**Freese and Nichols
4055 International Plaza, Suite 200
Fort Worth, TX 76109
(817) 735-7300**

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

Attachment: Agreement - Preston Road Water Lines (Preston Road Water & Sewer Lines)

A. The Work will be substantially completed within **180** calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **210** calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **\$1,488,533.02**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. **95%** of Work completed (with the balance being retainage).

- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Maintenance Bond;
 - 5. General Conditions;
 - 6. Supplementary Conditions;
 - 7. Specification as listed in the table of contents of the Project Manual;
 - 8. Drawings;
 - 9. Addendum 1
 - 10. Exhibits to this Agreement:
 - a. CONTRACTOR'S Bid Response;
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

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

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

This Agreement will be effective on March 10, 2020 (the Effective Date of the Agreement).

EXECUTED in single or multiple originals.

CITY OF CELINA, TEXAS

QUALITY EXCAVATION, LLC

Jason Laumer, City Manager

Printed Name & Title

Address for giving notices:
142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
contracts@celina-tx.gov

Address for giving notices:
5580 US Hwy 377
Aubrey, TX 76227
Attn: Garland Wilson
940-365-0800
garland@qualityexcavationltd.com

Attachment: Agreement - Preston Road Water Lines (Preston Road Water & Sewer Lines)



Innovative approaches
Practical results
Outstanding service

2711 N. Haskell Avenue, Suite 3300 • Dallas, Texas 75204 • 214-217-2200 • fax 214-217-2201

www.freese.com

February 27, 2020

Mrs. Swapna Konda, PE
Project Manager
City of Celina
142 North Ohio Drive
Celina, Texas 75009

Re: Preston Road Water & Sewer Line
Project No.: W18 &S18 & CEL16567
Recommendation of Award

Dear Mrs. Konda:

Bids were received for the Preston Road Water & Sewer Line project on Thursday, February 20th, 2020. This project consists of the design of

1. Approximately 8,100 linear feet of 12-inch water line beginning 2,200 linear feet south of the intersection of Preston Road (CR289) and Punk Carter Pkwy, continuing south along Preston Road to the intersection of Preston Road and Frontier Parkway (FM 1461), and turning due east along Frontier Parkway to the intersection of Frontier Parkway and Preston Hills Circle. The waterline will be placed outside of the road right-of-way (ROW) in a private water easement.
2. Approximately 700 linear feet of 12-water line beginning at the intersection of Carter Ranch Rd and Palomino Ln and heading east.
3. Approximately 1,980 linear feet of 10-inch sewer line beginning 3,100 linear feet south of the intersection of Preston Road (CR289) and Ownsby Parkway (County Road 83) continuing along Preston going south.

A summary of the bid results is provided in the table below. A detailed bid tabulation is provided as an attachment to this letter.

Bid Summary

Name of Bidder	Bid Total
Quality Excavation, Ltd	\$1,488,533.02
ANA Site Construction	\$1,496,285.00
KIK Underground	\$1,556,569.65
Atkins Bros.	\$1,579,838.00
Dickerson Construction Company	\$1,748,755.00
Pittard Construction Company	\$1,756,834.25
Blackrock Construction	\$1,786,912.70
Mountain Cascade of Texas LLC	\$1,837,255.00
Belt Construction, Inc.	\$1,880,949.00

Excel Aircraft, LLC.	\$1,932,354.80
Saber Development	\$2,005,603.90

Quality Excavation, Ltd submitted the low bid for the project at \$1,488,533.02. We contacted the following references for Quality Excavation, Ltd and received favorable reviews for the work they performed and/or currently performing for those entities on similar type projects. The consensus was their staff is responsive and work is satisfactory.

- | | | |
|--------------------------|-----------------|--------------|
| • BW2 Engineers, Inc. | Jim Waldbauer | 972-864-8200 |
| • Halff & Associates | Ben McGahey | 817-847-1422 |
| • TRC Engineers | Justin Thomas | 214-471-4104 |
| • Freese & Nichols, Inc. | Jeff Payne | 972-624-9216 |
| • Freese & Nichols, Inc. | Dustin Blaylock | 817-735-7437 |

Based on our evaluation, we have found nothing to warrant the disqualifications of the Quality Excavation, Ltd bid and therefore recommend that the project consisting of the Preston Road Water & Sewer Line be awarded to Quality Excavation, Ltd. The award should be contingent on procurement of insurance and bonds by Quality Excavation, Ltd.

If you have any questions, please call me at (940) 220-4359.

Sincerely,



Aaron Redder, P.E.
Project Manager

cc: Dawn Berry, City of Celina
Clayton Barnard, P.E., FNI



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re:

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina Titus, LLC Southeast Sector Phase 5B Sewer Easement. (Brawner)

Background Information:

A section of the Southeast Sector 5B sewer trunk main was constructed in a sewer easement granted by Celina Titus, LLC. The alignment of the sewer was modified during construction to accommodate future development of the property. A new easement has been granted by Celina Titus LLC for the realignment.

Notification:

N/A

Legal Review:

The City Attorney has reviewed the Ordinance and found it acceptable.

Supporting Documents:

- Ordinance

Staff Recommendation:

Staff recommends approval.

RELEASE OF WASTEWATER TRANSMISSION PIPELINE EASEMENT

That, the City of Celina of the County of Collin, State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, has forever remised, released and relinquished and by these presents does Forever Remise, Release and Relinquish all that certain easement interest created and established in the above-mentioned instrument insofar as it affects or appertains to the premises described in said Exhibit "A."

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

CITY OF CELINA:

Sean Terry, Mayor

Attest:

Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2020, by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public in and for the State of TEXAS

**Exhibit "A" to
Release of Wastewater Transmission Pipeline Easement**

20' SANITARY SEWER EASEMENT

Part of the Celina Titus, LLC Tract
Coleman Watson Survey, Abstract No. 945
Collin County, Texas

DESCRIPTION, of a 1.282 acre tract of land situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed to Celina Titus, LLC recorded in Instrument No. 20160401000388930 of the Official Public Records of Collin County, Texas; said 1.282 acre tract being more particularly described as follows (Bearing system is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances shown have been adjusted to surface by applying the Collin County TxDOT combination factor of 1.000152710):

COMMENCING, at a 1/2-inch iron rod found for the northwest corner of that certain tract of land described in General Warranty Deed to Brinkmann Ranches of Collin County, L.P., recorded in Volume 6067, Page 1306 of said Official Public Records and in the south line of said Celina Titus tract;

THENCE, North 89 degrees, 41 minutes, 32 seconds East, along the north line of said Brinkmann Ranches tract and the said south line of said Celina Titus tract, a distance of 772.55 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for the POINT OF BEGINNING;

THENCE, departing the said north line of said Brinkmann Ranches tract and the said south line of said Celina Titus tract, over and across said Celina Titus tract, the following eight (8) calls:

North 00 degrees, 27 minutes, 11 seconds East, a distance of 94.17 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

North 02 degrees, 22 minutes, 54 seconds West, a distance of 448.76 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

North 22 degrees, 15 minutes, 39 seconds West, a distance of 538.57 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

North 39 degrees, 40 minutes, 18 seconds West, a distance of 303.59 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

North 00 degrees, 20 minutes, 16 seconds West, a distance of 500.40 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

North 18 degrees, 34 minutes, 56 seconds East, a distance of 307.49 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

North 00 degrees, 20 minutes, 53 seconds West, a distance of 463.96 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

North 89 degrees, 43 minutes, 11 seconds West, a distance of 115.17 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner in the east line of that certain tract of land described in Right of Way Deed to the County of Collin recorded in Volume 2489, Page 148 of the Deed Records of Collin County, Texas;

THENCE, North 00 degrees, 13 minutes, 46 seconds West, along the said east line of the Collin County tract, a distance of 20.00 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

20' SANITARY SEWER EASEMENT

(continued)

THENCE, departing the said east line of the Collin County tract, over and across the said Celina Titus tract, the following eight (8) calls:

South 89 degrees, 43 minutes, 11 seconds East, a distance of 135.13 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

South 00 degrees, 20 minutes, 53 seconds East, a distance of 487.08 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

South 18 degrees, 34 minutes, 56 seconds West, a distance of 307.49 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

South 00 degrees, 20 minutes, 16 seconds East, a distance of 489.92 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

South 39 degrees, 40 minutes, 18 seconds West, a distance of 299.50 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

South 22 degrees, 15 minutes, 39 seconds East, a distance of 545.13 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

South 02 degrees, 22 minutes, 54 seconds West, a distance of 452.76 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner;

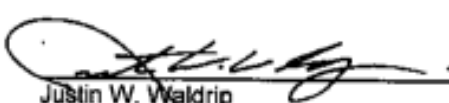
South 00 degrees, 27 minutes, 11 seconds West, a distance of 94.40 feet to a 5/8-inch iron rod with "PACHECO KOCH EASEMENT" cap set for corner in the said north line of said Brinkmann Ranches tract and the said south line of the Celina Titus tract;

THENCE, South 89 degrees, 41 minutes, 32 seconds West, along the said north line of the Brinkmann Ranches tract and the said south line of the Celina Titus tract, a distance of 20.00 feet to the POINT OF BEGINNING;

CONTAINING: 55,835 square feet or 1.282 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

 4/4/17
Justin W. Waldrip Date
Registered Professional Land Surveyor No. 6179
Pacheco Koch, LLC
7557 Rambler Road, Suite 1400, Dallas, TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10193805



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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re:

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Old Wastewater Treatment Plant Easement. (Brawner)

Background Information:

The Celina Wastewater Treatment Plant Improvements project includes the demolition of the Old Celina Wastewater Treatment Plant situated in an easement on the property of G Bar 7, Ltd. The demolition has been completed along with Phase I and Phase II Environmental Assessments. The Texas Commission on Environmental Quality has approved the closure plan of the site and the City of Celina has no need to retain the easement.

Notification:

N/A

Legal Review:

The City Attorney has reviewed the Ordinance and found it acceptable.

Supporting Documents:

- Ordinance

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING A SANITARY SEWER EASEMENT SITUATED ON A 79 ACRE TRACT OF LAND IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 805 AS DESCRIBED IN THE DEED RECORDED IN VOLUME 293, PAGE 132 OF THE COLLIN COUNTY DEED RECORDS; AUTHORIZING THE MAYOR TO SIGN A QUIT CLAIM DEED RELEASING THE PUBLIC OWNERSHIP OF THE EASEMENT; AUTHORIZING THE CITY SECRETARY TO FILE THE QUIT CLAIM DEED.

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, T.J. Glendenning and Alice Glendenning, husband and wife, granted to Celina the right to construct, reconstruct, and perpetually maintain a sanitary sewer line and other improvements in, upon and across a 79-acre tract of land described in **EXHIBIT “A”** attached hereto (the “Easement Land”) pursuant to a document dated October 3, 1963, and filed for record on December 16, 1963 under File #8749 in the Real Property Records of Collin County, Texas, and attached hereto as **EXHIBIT “B”** (the “Original Easement”); and

WHEREAS, G Bar 7, Ltd. (“G Bar 7”) subsequently granted to Celina the right to construct, reconstruct, and perpetually maintain sanitary sewer lines in, upon and across a different portion of the Easement Land pursuant to an Easement Agreement dated May 7, 2008, and filed for record on May 19, 2008 under Instrument Number 20080519000601710 in the Real Property Records of Collin County, Texas (the “Current Easement”); and

WHEREAS, the Current Easement and the sanitary sewer lines placed pursuant to its terms on the Easement Land have superseded and eliminated the need for the Original Easement and the sanitary sewer lines and improvements placed pursuant to its terms and Celina has removed or abandoned in place all sanitary sewer lines and improvements placed pursuant to the Original Easement; and

WHEREAS, G Bar 7 has requested that Celina execute and deliver a quit claim deed evidencing the foregoing; and

WHEREAS, the City Council has determined that the Original Easement no longer provides a public benefit and that the public would be best served by its abandonment and quit claim to G Bar 7.

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

SECTION 1

The City does hereby vacate and abandon all of the rights, title, and interest of the City and the public in the said Original Easement that is located across the Property, as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the City of Celina is hereby authorized and empowered to execute, on behalf of the City, a quit claim deed releasing title to the owners to the Property, all claims to title, ownership or control of the Original Easement described in Section 1 of this Ordinance ("Quitclaim Deed").

SECTION 3

The City Secretary is directed to file an original of the Quitclaim Deed in the Deed Records of Collin County, Texas.

SECTION 4

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

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary

City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney
City of Celina, Texas

EXHIBIT "A"

Approximately 79 acres out of the following tract, being more fully described as being the west half of the following described 160 acres of land, to-wit:

Situated in Collin County, Texas, on the waters of Little Elm about 15 miles northwest from McKinney, being a 160 acre survey made in the name of Thomas Stayton and transferred to Cunningham Adamson, June 24, 1858, and patented to Thomas Anderson described as follows:

Beginning at the Southwest corner of a 160 acre survey made for J.L. Lovejoy 45 varas north of the southeast corner of a 160 acre survey made for Green Stallcup an elm marked X bears south 5 degrees 45 minutes West 24 1/3 varas;

Thence East 6 varas Herron's branch 998 varas a post on the west line of Collin County School Land No. 15, 1037 varas north of the southwest corner thereof a hackberry marked X bears North 1/2 degree West 202 varas;

Thence South 905 varas a post on the west line of said School Land No. 15;

Thence West 816 varas a small branch 998 varas a post on the east line of a 160 acres in the name of Amos B. Tucker;

Thence North 905 varas to the place of beginning;

Being the 160 acres of land described in the Deed by Larkin Adamson to Quincy Case and E.A. Case as per Deed recorded in Book 17, Page 369, Collin County Deed Records, and being the same tract of land which was bequeathed to Ida E. Ousley by Elizabeth A. Case of record in Vol. 4, Page 459, of the Minutes of the Probate Court of Collin County, Texas, containing 79 acres, more or less.

EXHIBIT "B"

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That we, T. J. Glendenning and wife, Alice Glendenning, for and in consideration of the sum of one Dollar (\$1.00) cash to me in hand paid by the CITY OF CELINA, TEXAS, receipt of which is acknowledged, and the further consideration of the benefits to be derived by me on account of the construction, reconstruction, and maintenance by the CITY OF CELINA, TEXAS, in and through my certain premises hereinafter described, do hereby give and grant to the said CITY OF CELINA, TEXAS, the right to construct, reconstruct, and perpetually maintain a sanitary sewer line together with all necessary laterals in, upon, and across the following described premises, to-wit: approximately as per sketched drawing on

Property SITUATED in Collin County, Texas, and being 79 acres of land in the Thomas Stayton Survey, Abstract No. 805 as described in the deed recorded in Vol. 293, Page 136 of the Collin County Deed Records.

TO HAVE AND TO HOLD the same perpetually to the CITY OF CELINA, TEXAS, together with the right and privilege at any and all times to enter said premises, at any part thereof, for the purpose of construction, reconstruction, and maintaining said line, and for making connections therewith; all upon the conditions that the CITY OF CELINA, TEXAS, will at all times, after doing any work in connection with the construction, reconstruction, or repair of said line, or any lateral thereof, restore said premises to the condition in which

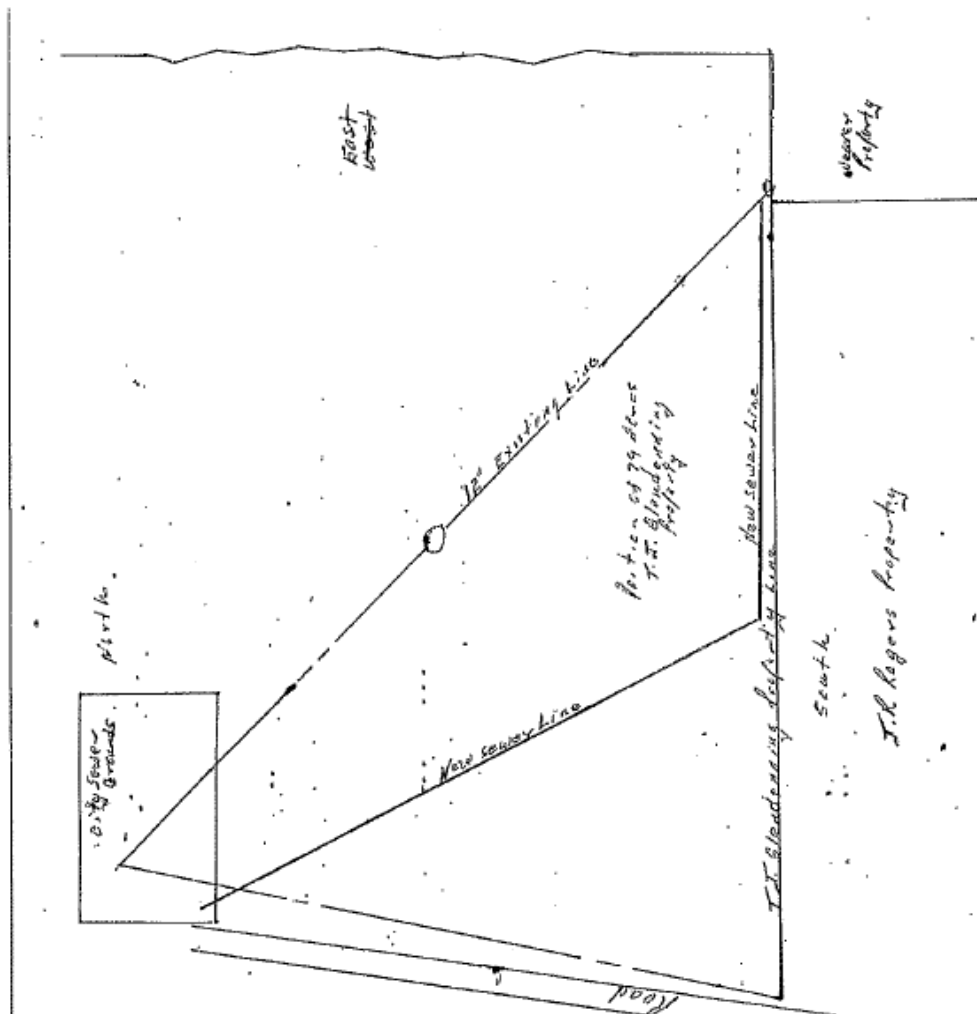
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granted CITY OF CELINA, TEXAS, will not cause or create
a nuisance or any act that will be detrimental to said
premises.

WITNESS OUR HANDS, this the 3rd day of October,
1963.

T. J. Glendenning
T. J. Glendenning

Alice Glendenning
Alice Glendenning



488
THE STATE OF TEXAS

County of COLLIN

Before me the undersigned authority, a Notary Public in and for COLLIN County, TEXAS, on this day personally appeared T. J. GLENDENNING and Alice GLENDENNING

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and the said GLENDENNING wife of the said T. J. GLENDENNING having been examined by me privily and apart from her said husband, and after having the same fully explained to her by me, she, the said GLENDENNING acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 18th day of OCTOBER in the year 1963

Barbara L. Laker
Notary Public Collin County, Texas

FILED FOR RECORD 16 DAY OF Dec. A.D. 1963, at 11:00 AM.
RECORDED 18 DAY OF Dec. A.D. 1963. FILE # 2749
JAS. R. WEBB, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: *Amtha, Hansen* DEPUTY



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Director of Engineering
 Date: March 10, 2020
 Re: Shawnee Trail Lift Station Improvements

Action Requested:

Consider and act to award bid 2020-0026 for the Shawnee Trail Lift Station #1 Improvements to Quality Excavation, Ltd. in an amount not to exceed \$126,572.00 plus a ten percent contingency of \$12,657.20 for a total of \$139,229.20. (Berry)

Background Information:

On February 25, 2020, the City received responses to bid 2020-0026 for improvements to the Shawnee Trail Lift Station 1. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred forty-five vendors were notified. Two submittals were received. Staff reviewed the bids and recommends the apparent lowest responsible bidder, Quality Excavation, LLC.

The bid for this project is in the amount of \$126,572.00. Contingency in the amount of \$12,657.20 is included to cover unexpected costs that may arise during construction.

Alternatives:

Council may reject the award and redirect staff.

Financial Considerations:

Funding is available in the current budget and will be tracked in project S21. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Tab Sheet
 Agreement
 Recommendation

Staff Recommendation:

Staff Recommends awarding bid 2020-0026 to Quality Excavation, L

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

THIS AGREEMENT is by and between **City of Celina** (OWNER) and **Quality Excavation, Ltd.**, (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

**City of Celina
Shawnee Trail Lift Station No. 1 Improvements
Bid 2020-0026**

ARTICLE 2 – THE PROJECT

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

The Shawnee Trail Lift Station No. 1 Improvements project consists of installing two submersible grinder pumps, one replacement pump control panel, approximately 25 LF of 3" sanitary sewer force main, approximately 10 SY of reinforced concrete lift station pad, reinforced concrete retaining wall, one 36" diameter fiberglass valve vault with a depth at least 4' - 6", two pairs of 3" check and gate valves, two 36" aluminum covers with hatch doors, and security fencing.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

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

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 75 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

Attachment: Agreement - Shawnee Trail (Shawnee Trail)

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

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **\$126,572.00**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;

4. Maintenance Bond;
 5. General Conditions;
 6. Supplementary Conditions;
 7. Specification as listed in the table of contents of the Project Manual;
 8. Drawings;
 9. Addenda;
 10. Exhibits to this Agreement:
 - a. CONTRACTOR'S Bid Response;
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award;
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to

be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

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

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

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

This Agreement will be effective on March 10, 2020 (the Effective Date of the Agreement).

EXECUTED in single or multiple originals.

CITY OF CELINA, TEXAS

QUALITY EXCAVATION, LTD.

Jason Laumer, City Manager

Printed Name & Title

Address for giving notices:

142 N. Ohio

Celina, TX 75009

Attn: Contracts

469-813-4194

contracts@celina-tx.gov

Address for giving notices:

Attachment: Agreement - Shawnee Trail (Shawnee Trail)



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

7.H.b

February 27, 2020

Mr. Andy Glasgow, MSCE, P.E., CFM
Assistant Director of Engineering
142 N. Ohio Street
Celina, TX 75009

Re: Shawnee Trail Lift Station No. 1 Improvements
ITB 2020-0026
Contractor Recommendation of Award

Dear Mr. Glasgow:

On February 25, 2020 at 10:00 a.m., bids were received for the above referenced project. A total of two (2) bids were received. Please review the attached bid tabulation.

The lowest bid for the project was submitted by Quality Excavation Ltd. of Aubrey, Texas in the amount of \$126,572.00. The contractor will be required to complete the project within 75 days.

TRC recommends that the City Council consider award of the project to Quality Excavation, Ltd. in the amount of **\$126,572.00**. The Contractor will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City.

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

Sincerely,

Justin Thomas, P.E.
Arlington CES Practice Leader

Attachments

Attachment: Recommendation - Shawnee Trl LS_Contractor (Shawnee Trail)

City of Celina
Shawnee Trail Lift Station No. 1 Improvements
Bid Tabulation
February 25, 2020 - 10:00 AM

Item	Item Description	Qty.	Unit	Quality Excavation, Ltd.		Patterson Professional Services LLC	
				Unit Price	Total	Unit Price	Total
	BASE BID						
1	Lift Station						
1.1	Submersible Grinder Pumps (pump, base, fittings, guide rails)	2	EA	\$24,000.00	\$48,000.00	\$19,000.00	\$38,000.00
1.2	3" PVC Wastewater Force Main	1	LS	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00
1.3	Fiberglass Valve Vault (including valves and fittings)	1	LS	\$3,800.00	\$3,800.00	\$18,000.00	\$18,000.00
1.4	Aluminum Access Cover	2	EA	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00
1.5	Control Panel (RLC Controls)	1	LS	\$600.00	\$600.00	\$23,692.00	\$23,692.00
1.6	Electrical	1	LS	\$41,000.00	\$41,000.00	\$12,000.00	\$12,000.00
1.7	Reinforced Concrete Pad	10	SY	\$150.00	\$1,500.00	\$600.00	\$6,000.00
1.8	Reinforced Concrete Retaining Wall	1	LS	\$9,000.00	\$9,000.00	\$7,000.00	\$7,000.00
1.9	8-Ft Wrought Iron Fence	1	LS	\$4,250.00	\$4,250.00	\$9,000.00	\$9,000.00
1.10	Demolition	1	LS	\$2,750.00	\$2,750.00	\$8,000.00	\$8,000.00
1.11	Trench Safety	28	LF	\$24.00	\$672.00	\$46.00	\$1,288.00
1.12	Bermuda Sod	60	SY	\$25.00	\$1,500.00	\$25.00	\$1,500.00
1.13	SWPPP	1	LS	\$300.00	\$300.00	\$2,520.00	\$2,520.00
	TOTAL BASE BID				\$126,572.00		\$134,000.00

Line #	Description	QTY	UOM	Quality Excavation, Ltd.		Patterson Professional Services LLC	
				Unit	Extended	Unit	Extended
1	Shawnee Trail Bid Items						
1.1	Grinder Pump	2	EA	\$ 24,000.00	\$ 48,000.00	\$ 19,000.00	\$ 38,000.00
1.2	3 Inch Force Main	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00
1.3	Fiberglass Valve Vault	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 18,000.00	\$ 18,000.00
1.4	36 Inch Aluminum Cover with Hatch Door	2	EA	\$ 600.00	\$ 1,200.00	\$ 1,500.00	\$ 3,000.00
1.5	Pump Control Panel	1	LS	\$ 600.00	\$ 600.00	\$ 23,692.00	\$ 23,692.00
1.6	Electrical System	1	LS	\$ 41,000.00	\$ 41,000.00	\$ 12,000.00	\$ 12,000.00
1.7	6 Inch Reinforced Concrete	10	SY	\$ 150.00	\$ 1,500.00	\$ 600.00	\$ 6,000.00
1.8	Reinforced Concrete Retaining Wall	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 7,000.00	\$ 7,000.00
1.9	8' Wrought Iron Fence	1	LS	\$ 4,250.00	\$ 4,250.00	\$ 9,000.00	\$ 9,000.00
1.10	Demolition of Existing Lift Station	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 8,000.00	\$ 8,000.00
1.11	Trench Protection	28	LF	\$ 24.00	\$ 672.00	\$ 46.00	\$ 1,288.00
1.12	Sod - Bermuda	60	SY	\$ 25.00	\$ 1,500.00	\$ 25.00	\$ 1,500.00
1.13	SWPPP	1	LS	\$ 300.00	\$ 300.00	\$ 2,520.00	\$ 2,520.00
					\$ 126,572.00		\$ 134,000.00

Attachment: Bid Tabulation by Line (Shawnee Trail)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: County Road 7 name change

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas hereby revising the City of Celina's street name approval policy; providing for an effective date hereof. (Colakovic)

Background Information:

The name of County Rd 7 is being changed to W Punk Carter Parkway. Exhibit A shows which portion of CR 7 is being renamed.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution

Staff Recommendation:

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
 OF CELINA, TEXAS HEREBY REVISING THE CITY OF
 CELINA'S STREET NAME APPROVAL POLICY;
 PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1: The following street names shall be changed immediately, street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 7, from County Road 50 to the limits of its western extension at the curve of future W Punk Carter Pkwy.

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 3: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this __10th day of March, 2020.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

Attachment: CR7 to WPunkCarterPkwy (Street Name Change)

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, Attorney for the City
City of Celina, Texas

DRAFT

Attachment: CR7 to WPunkCarterPkwy (Street Name Change)

Exhibit "A"
Proposed County Road 7 Renaming Limits



Attachment: CR7 to WPunkCarterPkwy (Street Name Change)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Vicki Tarrant, City Secretary
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: Oncor Steering Committee

Action Requested:

Consider and act upon a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of seven cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Toutouchian)

Background Information:

The City of Celina is a member of a 162-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a seven cent (\$0.07) per capita fee to fund the activities of the Steering Committee.

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution

Staff Recommendation:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF SEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

- WHEREAS, the City of _____ is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS, the City is a member of the Steering Committee; and
- WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS, the Executive Committee in its December 2019 meeting set a budget for 2020 that compels an assessment of seven cents (\$0.07) per capita; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of _____ and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of seven cents (\$0.07) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the _____ day of _____, 2020, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

Signature
Mayor

ATTEST:

Signature
City Secretary

APPROVED AS TO FORM:

Signature
City Attorney

Attachment: Oncor OCSC Assessment (Oncor Steering Committee)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: Gas Franchise Ordinance with SiEnergy

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, granting to SiEnergy, L.P. a franchise to furnish and supply gas to the general public in the City of Celina, Collin and Denton Counties, Texas, and to transport, deliver, sell, and distribute gas in and out of and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways. (SiEnergy Gas Franchise Agreement) (Toutounchian)

Background Information:

- SiEnergy L.P. is a gas provider in the City of Celina both in Denton and Collin Counties.
- This ordinance will allow SiEnergy to use and occupy present and future Public Right-of-Way to provide gas service to persons, firms, corporations, and the general public within the City's corporate limits.
- The ordinance term will be 10 years from the effective date and end on December 31st of the 10th year.
- This ordinance will be renewed automatically for 10 year terms unless written notice is given by either party 6 months prior to the term expiration date.
- SiEnergy L.P.'s initial construction and installation should not unreasonably interfere with any existing infrastructure above or below ground.
- SiEnergy must repair and restore all thoroughfares and surfaces it disturbs.
- This ordinance does not affect the City's ability to install, repair, or use infrastructure in the Public Right-of-Way.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

- SiEnergy will pay a franchise fee of 5% of gross revenues to the City
- For City projects SiEnergy will be required to relocate infrastructure at its own

- expense, unless work is for beautification or to accommodate a private developer.
- SiEnergy will reimburse the City for street repairs.

Legal Review:

The City Attorney has reviewed this item.

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, GRANTING TO SIENERGY, L.P. A NON-EXCLUSIVE 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; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (hereinafter referred to as "City"), finds that it is in the best interest of the City to adopt a franchise ordinance allowing SiEnergy, L.P., ("SiEnergy" or "Company") to furnish and supply gas to the general public in the City, and to transport, deliver, sell, and distribute gas in, out of, and through said municipality for all purposes.

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

SECTION I. Grant of Franchise, Term, and Use

(A) City hereby grants to Company and its successors and assigns, subject to Section XIV herein, the right, privilege and franchise, and City's consent, a non-exclusive franchise to use and occupy the present and future Public Right-of-Way of the City for the purpose of constructing, operating, maintaining, removing and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the City, and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined in Section XX below) and ends on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice is given by either party hereto to the other not less than six (6) months before the expiration of this Ordinance, it shall be automatically renewed for up to two (2) additional terms of five (5) years each on the same terms and conditions as set forth herein. Company agrees to provide, no less than one (1) year before the expiration of the initial term, written notice of its intent to renew.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the City.

(D) By entering into this Ordinance, the City does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the City. Likewise, Company's acceptance of the terms of this Ordinance shall in no way affect or impair Company's rights, obligations or remedies under any federal, state or local law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the City, including adoption of ordinances by the City, that Company believes is contrary to this Ordinance or any federal, state or local law or regulation.

SECTION II. Definitions

- (A) “City” shall mean the City of Celina, Texas
- (B) “Company” shall mean SiEnergy, L.P. and its successors and assigns, but does not include a SiEnergy affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XIV herein.
- (C) “City Manager” shall mean the City Manager of the City or his or her designee.
- (D) “Gross Revenues” shall mean all revenue from the sale of gas after the Effective Date to the Company’s customers within the corporate boundaries of the City, except as modified herein, including:
 - (1) all revenues derived, directly or indirectly, from the sale of gas to all classes of customers in the City (excluding gas sold to another gas utility in the City for resale to its customers within the City);
 - (2) all revenues derived from the transportation of gas through the System of Company within the City to customers located within the City (excluding gas transported to another gas utility in the City for resale to its customers within the City);
 - (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the City (“Third Party Sales”) (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the City). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in “Inside FERC’s Gas Market Report” under “Delivered Spot-Gas Prices” (or a successor publication or another publication agreed upon by City and Company) as reasonably near the time as the transportation service is performed;
 - (4) franchise fees paid pursuant to Section X of this Ordinance, revenues from non-utility and non-regulated services or products, revenues billed but not ultimately collected or received by Company, and the following “miscellaneous charges:”
 - (a) charges to connect, disconnect, or reconnect gas,
 - (b) charges to handle returned checks from consumers within the City, and
 - (c) State gross receipts fees.
 - (d) receipts from any non-utility or non-regulated services or products.

- (5) gross receipts from gas sales and gross receipts from gas production

“Gross Revenues” shall not include:

- (i) the revenue of any Affiliate or subsidiary of Company;
- (ii) other than fees specifically included within the definition of Gross Revenues and franchise fees payable pursuant to Section X below, any taxes or fees required to be remitted to a third party including the City;
- (iii) interest or investment income earned by Company;
- (iv) monies received from the lease or sale of real or personal property, provided however, that this exclusion does not apply to the lease of facilities within the City’s public rights of way.
- (v) amounts billed or collected from Company’s customers for refundable fees and deposits;
- (viii) reimbursements for damage to, or relocation of, any part of the System;
- (ix) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup;
- (x) revenues billed but not ultimately collected or received by the Company; and
- (xi) payments received for contributions in aid of construction performed within the City, including but not limited to, builder contributions, under contracts entered into after the Effective Date.

(E) “Person” shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the City or any employee, agent, servant, representative, or official of the City.

(F) “Public Right-of-Way” shall mean public streets, alleys, highways, bridges, public easements, public places, thoroughfares and sidewalks of the City, as they now exist or may be hereafter constructed or extended within the corporate limits of the City.

(G) “System” or “System Facilities” shall mean all of the Company’s pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the City.

(H) “Transport Customer” shall mean any Person for which Company delivers gas through the System of Company within the City for delivery or consumption within the City.

(l) “Affiliate” shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

SECTION III. Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company’s System shall be initially constructed so as not to interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore in as good or better condition all thoroughfares and other surfaces which it may disturb.

(B) Permits

- (1) Company’s facilities shall not interfere with City-owned public works facilities and with vehicular and pedestrian use of Public Right-of-Way.
- (2) Company shall not be required to submit a permit application for the placement of facilities outside of the Public Right-of-Way, however, Company shall provide detailed drawings, in accordance with Company’s customary practice, reflecting Company’s installations on private property to the extent necessary for City to verify compliance with City ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.
- (3) Company shall submit a permit application to City for the placement of new facilities, for upgrade or augmentation of existing facilities, or for replacement of existing facilities in the Public Right-of-Way. Such permit application shall include:
 - (a) complete plans and detailed drawings reflecting compliance with all applicable zoning, development, and building requirements of the City; and
 - (b) all additional information requested by City reasonably related to the permit request.
- (4) Except as otherwise provided in this Section III(B), following the submission of a permit application described herein, notice of City’s approval or denial of Company’s request for a permit shall be provided in accordance with City’s usual procedures for processing of permit applications.
- (5) City shall endeavor to complete its review of Company’s application within thirty (30) days after City’s receipt of the permit application. Prior to the expiration of the said thirty (30) day period, City shall request any additional information that is necessary to complete its review of Company’s application. City shall endeavor to issue a decision regarding Company’s permit application within fifteen (15) days after receipt of the additional information. If the additional information is not sufficient to complete the review of Company’s application, the City may request additional

information. City shall issue endeavor to a decision regarding the application within fifteen (15) days after receipt of all additionally requested information.

- (6) If City has not approved or denied Company's request for a permit within:
 - (a) Thirty (30) days after receipt by City of the permit application (if no additional information was requested by City), or
 - (b) The timeline established in Section III(B)(5) after receipt by City of all additional information requested by City reasonably related to the permit request,

then upon written request by Company, the City's department director in charge of the permit process shall, within fifteen (15) days after such written request, approve (and issue) the permit or deny the permit application in question.

- (7) Company may proceed with the placement of the facilities described in its permit application if written notice of City's approval or denial of Company's request for a permit is not provided within the timeline pursuant to Section III(B)(6) above.
- (8) A permit application approved by the City shall be valid for a period of time consistent with the amount of time reasonably required and submitted in the permit application for the Company to perform the work described in the permit application. City shall grant an extension of such time as reasonably required to complete such work upon City's receipt of Company's request in writing for such an extension, but in no case shall the extended period exceed six (6) months from the date of such written request.

(C) Company shall install, maintain, construct, operate, remove and replace its facilities in accordance with applicable City ordinances and to not interfere with traffic. In determining the location of new facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Right-of-Way to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the City, the Company shall minimize interference with then-existing or documented planned underground structures of the City or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of City or other users of Public Right-of-Way within Public Right-of-Way which the parties involved have been unable to resolve through their good faith efforts, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject however to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall endeavor to provide

Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Right-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company.

(E) The City's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. City shall notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored in as good or better condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Right-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other users of the Public Right-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the reasonable cost of such repair or restoration. Except for repairs, day-to-day maintenance, or in cases of emergency conditions, work conducted within the Public Right-of-Way shall require an approved permit issued by the City prior to commencement of work. In no instance shall Company be required to pay fees or bonds related to its use of the Public Right-of-Way.

(G) The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as storm water, sewer, gas, water, wastewater and other pipe lines, cable, conduits, and fiber or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.

(H) If City, in constructing, reconstructing, improving, widening, or straightening its Public Right-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Right-of-Way required by the Americans with Disabilities Act, should request that Company remove or relocate its mains, laterals, and other System Facilities lying within Public Right-of-Way, Company shall do so at its own expense for System Facilities that are in conflict. Company and City shall jointly determine whether System Facilities are in conflict and the extent that the proposed City facilities are determined by City and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable City ordinances. Company shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Company

(I) When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Right-of-Way to accommodate a request by City, and costs of

utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included by City in any application by City for reimbursement if Company submits its cost and expense documentation to City prior to the filing of the application. City shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City for City to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by City without reimbursement from City, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and/or federal law. Notwithstanding the foregoing, the City shall have the right to request other project documentation to the full extent provided by state law.

(K) If City abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section XX, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for relocating its System from such Public Right-of-Way, as directed by City. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) Upon request by City made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. Laying of Lines in Advance of Paving

(A) Whenever City shall conclude to pave any Public Right-of-Way in which Company's System Facilities already exist or in which Company may propose to install its System Facilities, Company will be provided the opportunity, at no expense to City, in advance of such paving to modify such System Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, next to the property lines where buildings are already located.

(B) Except for emergency repairs, at least ninety (90) calendar days prior to the planned paving or repaving of Public Right-of-Way, City shall give Company written notice of the intention of City to pave any such Public Right-of-Way. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the City. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the City's discretion, if Company has promptly notified the City of the circumstances that have caused the delay and has requested an extension of the construction period. City shall grant the extension unless withheld for good cause.

SECTION V. Liability Insurance

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

(A) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for a warranty period of 2 years,
- (2) Personal and advertising injury,
- (3) Contractual liability, and
- (4) Explosion, collapse, or underground (XCU) hazards.

(B) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.

(C) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers' compensation claims.

(D) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

SECTION VI. Installation of Meter

If a meter is to be installed in or near the Public Right-of-Way, Company agrees to discuss with the City's representative the aesthetics of the meter placement and to accommodate the request of City to the maximum extent possible. If City requests a meter upgrade, Company will comply so long as City reimburses Company for the reasonable costs incurred by Company in changing meters. In no event, however, shall underground meters be required.

SECTION VII. Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules, or rates, and charges and service rules and regulations applicable to the City. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by law.

SECTION VIII. Extensions of Mains

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION IX. Non-Exclusive Use

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and City hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for City and the inhabitants thereof.

SECTION X. Franchise Fee and Payment

(A) In consideration of the privilege granted by the City to Company to use and occupy the Public Right-of-Way in the City for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to City, and City agrees to accept, a franchise fee in an amount equivalent to five percent (5%) of the Company's Gross Revenues as defined in Section II(D). The initial payment shall be paid to the City by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues

received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property other charges imposed uniformly upon persons, firms, or corporations then engaged in business with the City, and Company's separate obligation to reimburse the City for street repairs in accordance with this Ordinance. Should City not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges, then City agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges.

(D) If Company fails to pay when due any payment provided for in this Section X, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by City.

(E) SiEnergy Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the City a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(F) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this Section X, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(G) Within thirty (30) days after receipt of a request by Company following the effective date of this Ordinance, the City shall provide Company (at the notice address specified in Section

XV) with maps clearly showing the location of the boundaries of the City. City shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of annexed or de-annexed property. Within sixty (60) days, or such additional time as mutually agreed to by the City and Company, after Company's receipt of (i) written notice from the City that the City has annexed territory into the City and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the City. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are in any area de-annexed by City shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XI. Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for payments of Gross Revenues associated with this Ordinance for not less than five years.

(B) Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days written notice from the City. The City's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Company is and has been complying with the terms of this Ordinance. If such an examination reveals that Company has underpaid the franchise fee to City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and, if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section X(D). The cost of the audit shall be borne by City unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the City by Company. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance. Company agrees to maintain the Records in an accessible location.

(C) Any information that is not required by law to be made public shall be kept confidential by City. The City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION XII. Renegotiation

If either the City or Company requests renegotiation of any term of this Ordinance,

Company and City agree to renegotiate in good faith revisions to all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Ordinance.

SECTION XIII. Termination

(A) The City, in accordance with subsection (B) below, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Ordinance (an "Event of Default").

(B) **Uncured Events of Default.**

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIII(C).
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIII(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies pursuant to Section XIII(C).

(C) **Remedies.** Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIII(B), which notice shall specify the alleged failure with reasonable particularity, the Company shall, within the time periods specified in Section XIII(B) or such longer period of time as may be agreed to by the City, either cure such alleged failure or, in a written response to the City, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the City determines that an unexcused "Uncured Event of Default" has occurred, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIII(C). City shall notify Company in writing at least thirty (30) business days in advance of the City Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the City Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XIV. Receivership and Bankruptcy

(A) The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action in proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless;

(B) Within one hundred twenty (120) days after his or her election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; or such receiver or trustee, within one hundred twenty (120) days, shall have executed an Agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Company.

SECTION XV. Successors and Assigns

Company's rights under this Ordinance shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the City sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the City's approval thereof, if required, shall authorize the City to treat such assignment or transfer as an Uncured Event of

Default and immediately implement the provisions of Section XIII, including the right to terminate the franchise granted herein.

SECTION XVI. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received if: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the City:

City of Celina, Texas
Attention: City Manager
142 N. Ohio St
Celina, TX 75009

If intended for the Company:

SiEnergy, L.P.
Attention: Chief Executive Officer
13215 Bee Cave Pkwy
Galleria Oaks Building B, Suite B-250
Bee Cave, Texas 78738
Travis County, Texas

SECTION XVII. Severability; Amendment; Ordinance Controlling

It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the City expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the City. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the City's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVIII. Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby, or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

SECTION XIX. No Waiver

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XX. Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XXI. Acceptance; Effective Date

To accept the franchise granted herein, the Company must evidence its written acceptance of the terms and conditions of this Ordinance by executing and delivering to the City, within thirty (30) days after the City provides written notice to Company of the final adoption of this Ordinance by the City, a letter in the form of Exhibit A attached hereto and incorporated herein. Upon and subject to such written acceptance, this Ordinance shall become effective as of the first day of the calendar month that is not less than sixty (60) days after the final adoption of this Ordinance by the City (such date being the "Effective Date").

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2020.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

EXHIBIT "A"**SiEnergy, L.P. Acceptance of Franchise Ordinance**

[DATE]

City of Celina, Texas
 Attention: City Secretary

RE: SiEnergy, L.P. Gas franchise; Ordinance No. _____

This letter certifies that SiEnergy, L.P. accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. _____, a copy of which is attached hereto as Exhibit A.

SIENERGY, L.P.

By: _____

Printed Name: _____

Title: _____



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: Celina Hills Reimbursement Agreement Resolution

Action Requested:

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

Background Information:

- This item is the reimbursement agreement for the Celina Hills Public Improvement District (PID).
- The City entered into a development agreement with Westgate HS Celina Investments, L.P. for the planning and entitlements for the community known as Celina Hills.
- This development agreement identifies the mode for financing of public improvements including right of way and easement acquisitions.
- The City and Westgate HS will jointly determine the costs of authorized improvements. Through assessments, one or more series of PID bonds will be issued for reimbursement.
- This Agreement shall apply to all of the PID Bonds issued by the City and no additional reimbursement agreement shall be required for future PID Bonds.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

- Funds in the PID Reimbursement Fund will be used to pay the costs of authorized improvements or any portion of the reimbursement agreement balance.
- The City agrees to pay the Owner for the amount of Actual Costs paid by Westgate HS including interest until the Maturity Date.

Legal Review:

The City Attorney has reviewed this item.

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY OF CELINA, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A "PID REIMBURSEMENT AGREEMENT" BETWEEN THE CITY OF CELINA, TEXAS AND WESTGATE HS CELINA INVESTMENTS, L.P., A TEXAS LIMITED PARTNERSHIP

WHEREAS, on July 9, 2019 the City Council (the "City Council") of the City of Celina, Texas (the "City") adopted Resolution No. 2019-37R creating the Celina Hills Public Improvement District (the "PID"); and

WHEREAS, the City and Westgate HS Celina Investments, L.P. (the "Developer") have previously entered that certain "Development Agreement (Celina Hills)" effective as of June 11, 2019 (the "Development Agreement") setting forth the improvements to be constructed as part of the capital improvements plan for the PID and providing for the collection of certain water capital recovery fees, sewer/wastewater capital recovery fees, and roadway capital recovery fees, as impact fees under Chapter 395 of the Texas Local Government Code; and

WHEREAS, the City desires to approve the "PID Reimbursement Agreement" between the City and the Developer (the "Reimbursement Agreement"); and

WHEREAS, the Reimbursement Agreement satisfies the requirements of Section 372.023 of the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended, and is an appropriate method of reimbursement for the Actual Costs (as defined in the Reimbursement Agreement) associated with the construction and development of the Authorized Improvements (as defined in the Reimbursement Agreement) within the PID; and

WHEREAS, Chapter 395 of the Texas Local Government Code authorizes the City to pledge the impact fees imposed under the Development Agreement as security for the payment of debt service on an obligation issued to finance capital improvements if the improvements are identified in a capital improvements plan and the City Council certifies that none of the impact fees will be used or expended for an improvement or expansion not identified in the capital improvement plan; and

WHEREAS, the City Council finds and determines that the Reimbursement Agreement is an obligation to finance capital improvements within the PID; and

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

SECTION 1. The findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. Pursuant to the Reimbursement Agreement, improvements identified in the capital improvements plan set forth in the Development Agreement, will be constructed within the PID.

SECTION 3. The City hereby certifies that none of the impact fees pledged under the Reimbursement Agreement will be used or expended for an improvement or expansion not identified in the capital improvements plan. Assessments levied under Chapter 372 of the Texas Local Government Code, will not be used to provide reimbursement for any capital improvements which are reimbursed with impact fees.

SECTION 4. The Reimbursement Agreement, which is attached hereto as Exhibit A, is approved and the Mayor is authorized to execute such Reimbursement Agreement on behalf of the City.

SECTION 5. This Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of page intentionally left blank; signature page follows]

PASSED AND APPROVED, THIS THE 10th DAY OF MARCH 2020.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Celina - Celina Hills PID 2020 - Resolution Approving Reimbursement Agreement (Celina Hills Reimbursement Agreement

EXHIBIT A
REIMBURSEMENT AGREEMENT

**PID Reimbursement Agreement
Celina Hills**

This PID Reimbursement Agreement (this "Agreement") is entered into by Westgate HS Celina Investments, L.P., a Texas limited partnership (the "Owner") and the City of Celina, Texas (the "City"), to be effective March 10, 2020 (the "Effective Date"). The Owner and the City are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2; provided, however, in the event of a conflict between a definition in Section 2 of this Agreement and a definition contained in the SAP (once approved by the City Council) or in a Bond Indenture approved by the City Council, the definition contained in the SAP or the Bond Indenture, as applicable, shall control;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, the Owner is a Texas limited partnership;

1.4 WHEREAS, the City is a Texas home-rule municipality;

1.5 WHEREAS, the Owner and the City have entered into the Development Agreement for the planning and entitlements for the Property as a community to be known as "Celina Hills" (the "Project");

1.6 WHEREAS, the Development Agreement states that the City and Owner have determined that the financing of certain public improvements, together with needed right-of-way and easement acquisitions, necessary for the Project can be achieved by means provided for by the Act;

1.7 WHEREAS, the Development Agreement provides that following the creation of the PID, the City and the Owner will jointly determine the costs of the Authorized Improvements; and, that following determination of such costs, the City will: (a) prepare or cause to be prepared a proposed assessment roll, (b) approve an Assessment Ordinance that approves the SAP, including Assessment Roll(s), and levies Assessments against the Property specially benefitted by the Authorized Improvements in accordance with the Act, and (c) use its reasonable efforts to issue one or more series of PID Bonds, secured in whole or in part, by Assessments levied against the Property;

1.8 WHEREAS, the Development Agreement provides for certain impact capital recovery fees per each residential unit that constructed within the Property which are to be collected from the Owner at the time each building permit is issued;

1.9 WHEREAS, on July 9, 2019, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the authority of the Act, covering approximately 80.870 contiguous acres within the City's corporate limits which land is described in the PID Creation Resolution;

1.10 WHEREAS, the Property is being developed in phases;

1.11 WHEREAS, the City Council intends to cause the SAP, including Assessment Roll(s), to be prepared that identifies the Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property and sets forth the Assessments to be levied against the Assessed Property benefitting from such Authorized Improvements;

1.12 WHEREAS, the SAP will set forth the Actual Costs of the Authorized Improvements;

1.13 WHEREAS, the SAP will determine and apportion the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property;

1.14 WHEREAS, the City Council intends to adopt an Assessment Ordinance that levies the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on an Assessment Roll(s) as agreed to in the Development Agreement;

1.15 WHEREAS, the City Council intends to consider one or more Bond Ordinances approving the issuance and sale of one or more series of PID Bonds as agreed to in the Development Agreement;

1.16 WHEREAS, Assessments and Annual Installments will be due and payable as described in the SAP;

1.17 WHEREAS, Annual Installments shall be billed and collected by the City or their designee;

1.18 WHEREAS, Assessment Revenue from the collection of Assessments shall be deposited as provided in the applicable Bond Indenture if and when PID Bonds secured by such Assessments are issued or into the PID Reimbursement Fund if no such PID Bonds are issued or such PID Bonds are no longer outstanding;

1.19 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Bond Indenture;

1.20 WHEREAS, the PID Project Fund shall only be used in the manner set forth in a Bond Indenture;

1.21 WHEREAS, the Owner is ready to begin construction of certain items that will constitute a portion of the Authorized Improvements;

1.22 WHEREAS, the Owner and the City wish to enter into this Agreement before approval of the SAP, including the Assessment Roll(s), and the levy of Assessments to establish certain legally binding commitments regarding the reimbursement of Actual Costs of the Authorized Improvements;

1.23 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act and shall apply to all phases and no additional reimbursement agreement shall be required for future phases;

1.24 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) are relied upon by each Party in entering into this Agreement; and

1.25 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution and each Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Bond Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.

2.2 "Actual Costs" are defined as the demonstrated, reasonable, allocable, and allowable costs of acquiring, constructing, installing and/or implementing an Authorized Improvement as specified in a payment request in a form that has been reviewed and approved by the City which may include, but are not limited to: (a) the costs incurred for the design, planning, financing, administration, management, acquisition, construction, installation, and/or implementation of an Authorized Improvement, including costs relating to right-of-way or easement acquisitions; (b) the costs incurred in preparing the construction plans for an Authorized Improvement; (c) the fees paid for obtaining permits, licenses or other governmental approvals for an Authorized Improvement; (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes related to an Authorized Improvement; (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Authorized

Improvement; (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses; (g) construction management fees; and (h) all payments for Annual Collection Costs.

2.3 "Agreement" is defined in the introductory paragraph.

2.4 "Annual Collection Costs" are defined as the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Assessments or the Annual Installments thereof, (iv) maintaining the record of Assessments, including payments, reallocations and/or cancellations of the Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Assessments or other monies, (vii) complying with the Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Authorized Improvements.

2.5 "Annual Installment" means, with respect to Assessed Property, each annual payment of: (i) an Assessment (including the principal of and interest on), as shown on an Assessment Roll attached to, and calculated as provided in, the SAP, (ii) Annual Collection Costs, and (iii) if PID Bonds are issued, the portion of the interest on the Assessment deposited in a prepayment and/or delinquency reserve fund under a Bond Indenture as described in the SAP.

2.6 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

2.7 "Assessed Property" means the Property on which Assessments have been levied based on the special benefit received by such Property from the Authorized Improvements as shown on the

Assessment Roll.

2.8 "Assessment" means a special assessment levied in accordance with the Act against Assessed Property by an Assessment Ordinance as shown on an Assessment Roll, subject to reallocation according to the provisions of the SAP and the Act.

2.9 "Assessment Ordinance" means each ordinance adopted by the City Council approving the SAP (or amendments or supplements to the SAP) and levying Assessments.

2.10 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments, including prepayments, Annual Installments, Delinquent Collection Costs and foreclosure proceeds.

2.11 "Assessment Roll" is defined as an assessment roll, in one or more parts, approved by the Assessment Ordinance and attached to the SAP that states the Assessment against each parcel of Assessed Property within the PID as determined by the method of assessment chosen by the City as described in the SAP.

2.12 "Authorized Improvements" is defined as the public improvements, including costs relating to acquisition of related rights-of-way and easements, authorized by Section 372.003 of the Act that specially benefit the Assessed Property and that will be defined in more detail in the SAP.

2.13 "Bond Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.

2.14 "Bond Ordinance" means an ordinance adopted by the City Council approving the issuance and sale of PID Bonds secured by Assessments.

2.15 "Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Bond Indenture.

2.16 "Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Owner and the City Representative) executed by a representative of the Owner and approved by the City Representative, delivered to the City Representative (and/or, if

applicable, to the trustee named in any applicable Bond Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the Authorized Improvement (or its completed segment) covered by the certificate has been inspected by the City.

2.17 "City" is defined in the introductory paragraph.

2.18 "City Council" means the governing body of the City.

2.19 "City Representative" means the person authorized by the City Council to undertake the actions referenced herein.

2.20 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.21 "Default" is defined in Section 4.8.1.

2.22 "Delinquent Collection Costs" are defined as the costs related to the foreclosure on a parcel of Assessed Property and costs of collection of a delinquent Assessment, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

2.23 "Development Agreement" is defined as that certain Development Agreement (Celina Hills) entered into by the City and the Owner to be effective June 11, 2019 related to the planning and entitlements for the development of the Property for the Project.

2.24 "Effective Date" is defined in the introductory paragraph.

2.25 "Failure" is defined in Section 4.8.1.

2.26 "Impact Fee Revenue" means water, wastewater and roadway impact fees for residential and nonresidential development as agreed upon in Article III(e) of the Development Agreement.

2.27 "Maturity Date" is the date one year after the last Annual Installment is collected.

- 2.28 "Owner" is defined in the introductory paragraph.
- 2.29 "Owner Advances" mean advances made by the Owner to pay Actual Costs.
- 2.30 "Party" and "Parties" are defined in the introductory paragraph.
- 2.31 "PID" is defined as the Celina Hills Public Improvement District created by the PID Creation Resolution.
- 2.32 "PID Bonds" are defined as special revenue bonds issued by the City under a Bond Ordinance to finance all or a portion of the Actual Costs of the Authorized Improvements and secured by Assessments levied against the Assessed Property benefitted by the Authorized Improvements being financed.
- 2.33 "PID Creation Resolution" is defined as Resolution No. 2019-37R passed and approved by the City Council on July 9, 2019.
- 2.34 "PID Pledged Revenue Fund" means the fund established by the City under a Bond Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue from the collection of the Assessments securing PID Bonds issued and still outstanding.
- 2.35 "PID Project Fund" means the fund, including all accounts created within such fund, established as "Project Fund" by the City under a Bond Indenture (and segregated from all other funds of the City) into which the City deposits a portion of the Bond Proceeds and any other funds authorized or required by such Bond Indenture.
- 2.36 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits (i) Impact Fee Revenue, until such time as Assessments are collected and (ii) Assessment Revenue, if not deposited into the PID Pledged Revenue Fund.
- 2.37 "Project" is defined in Section 1.5.
- 2.38 "Property" means the property depicted in Exhibit A to the PID Creation Resolution and described by metes and bounds in Exhibit B attached to the PID Creation Resolution.

2.39 "Reimbursement Agreement Balance" is defined in Section 3.3.

2.40 "SAP" is defined as the service and assessment plan, including Assessment Roll, related to the PID approved by the Assessment Ordinance adopted by City Council action in accordance with the Act.

2.41 "Transfer" and "Transferee" are defined in Section 4.11.

SECTION 3. FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. Prior to the levy of Assessments, the City shall collect and immediately deposit into the PID Reimbursement Fund all Impact Fee Revenue consisting of revenue collected from the payment of impact fees generated by the Property. Once Assessments are levied and until PID Bonds are issued, the City shall no longer deposit the Impact Fee Revenue into the PID Reimbursement Fund and the City shall bill, collect, and immediately deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Annual Collection Costs and Delinquent Collection Costs). Once PID Bonds are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue in the manner set forth in the applicable Bond Indenture. The City shall also deposit Bond Proceeds and any other funds authorized or required by the Bond Indenture in the manner set forth in the applicable Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Bond Indenture; provided that funds disbursed from the PID Project Fund pursuant to Section 3.5 below shall be made first from Bond Proceeds held in the applicable accounts within the PID Project Fund until such accounts are fully depleted, and then from any funds required to be deposited by the Owner and held under a Bond Indenture, if any, in accordance with such Bond Indenture. Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Notwithstanding any other provision in this

Agreement, the Actual Costs of Authorized Improvements within each phase or "Improvement Area" shall be paid from until Assessments are collected, the Impact Fee Revenues, and once Assessments are collected, from the Assessment Revenue collected solely from Assessments levied on the property within such phase or "Improvement Area" benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent and if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment; provided, however, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property. Once PID Bonds are issued, the applicable Bond Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Owner may elect to make Owner Advances to pay Actual Costs. If PID Bonds are issued, the Bond Proceeds shall be used in the manner provided in the applicable Bond Indenture, and, except as may be required under the Development Agreement and/or a Bond Indenture, the Owner shall have no obligation to make Owner Advances unless the Bond Proceeds, together with any other funds on deposit in the PID Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs, in which case the Owner shall make Owner Advances to pay the deficit. If Owner Advances are required in connection with the issuance of a series of PID Bonds, then such Owner Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Owner has previously paid if (i) the Owner submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least five (5) days prior to the pricing of the PID Bonds, and (ii) the City approves such Actual Costs in writing. The Owner

shall also make Owner Advances to pay for cost overruns (after applying cost savings). The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Owner to pay Actual Costs of the Authorized Improvements.

3.3 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Owner, and the Owner shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on each Certificate for Payment (which amounts include only Actual Costs paid by or at the direction of the Owner) plus: (1) simple interest on the unpaid principal balance at the rate of five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date of determination (which date is the same date the Assessments are levied by the City Council for the purpose of financing the Authorized Improvements set forth in the Certificate for Payment) for years one through five beginning on the date each Certificate for Payment is delivered to the City Representative; and (2) simple interest on the unpaid principal balance at the rate of two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date of determination (which date is the same date the Assessments are levied by the City Council for the purpose of financing the Authorized Improvements set forth in the Certificate for Payment) for years six through thirty-five thereafter (the unpaid principal balance, together with accrued but unpaid interest, owed the Owner for all Certificates of Payment is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate paid to the Owner shall be the same as the interest rate on such PID Bonds. The interest rates set forth in this Section have been approved by the City Council and are authorized by the Act. Before Assessments are levied, the Reimbursement Agreement Balance is payable solely from Impact Fee Revenue collected by the City and deposited into the PID Reimbursement Fund prior to the levy of Assessments. After Assessments are levied against a portion of the Property, the Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from Bond Proceeds; and, no other City funds, revenue, taxes, income, or property, including Impact Fee Revenue, shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from Bond Proceeds shall be made in the manner set forth in the applicable Bond Indenture. So long as no PID Bonds are issued, the City shall make a payment to the Owner from the PID Reimbursement Fund for the Reimbursement Agreement Balance at least annually, following receipt of City-approved Certificate(s) of Payment, (i) prior to the time Assessments are collected,

no later than thirty (30) days following the receipt of Impact Fee Revenues sufficient to make the payment requested in the Certificate(s) of Payment or (ii) once Assessments are collected, no later than sixty (60) days after the date payment of the Annual Installments are due and payable to the City. In the event that a Prepayment of an Assessment is made, the City shall remit payment to the Owner of the Assessment Revenue deposited into the PID Reimbursement Fund within sixty (60) days after the Prepayment is made. Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Owner, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Owner. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Bond Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Owner's right to receive payments each year in accordance with Section 3.3 shall be subordinate to the deposits required under the applicable Bond Indenture related to any outstanding PID Bonds and the Owner shall be entitled to receive funds pursuant to the flow of funds provisions of such applicable Bond Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. Upon the issuance of the PID Bonds, the Owner has a duty to construct those Authorized Improvements described in the SAP, the Development Agreement, and applicable Bond Indenture. The Owner shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the PID Project Fund to pay the Actual Costs.

This Agreement shall apply to all of the PID Bonds issued by the City whether in one or more series and no additional reimbursement agreement shall be required for future series of PID Bonds.

3.5 Disbursements and Transfers at and after Bond Closing. The City and the Owner agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Bond Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Owner and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Owner shall execute a Closing Disbursement Request to be delivered to the City no less than five (5) days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the applicable Bond Indenture. In order to receive additional disbursements from the applicable fund under a Bond Indenture, the Owner shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Bond Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Owner, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within ten (10) business days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the trustee for payment, or (2) provide the Owner with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3 herein. The City shall deliver the approved or partially approved Certificate for Payment to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund, the PID Pledged Revenue Fund, or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income (other than the Impact Fee Revenue) of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. Subject to the provisions of Section 3.6 and 3.3, if the Owner is in substantial compliance with its obligations under the Development Agreement, then following the inspection and approval of any portion of Authorized Improvements for which Owner seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Owner or to any person designated by the Owner) identified in any Closing Disbursement Request or in any Certificate for Payment and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Bond Indenture.

3.8 City Delegation of Authority. All Authorized Improvements shall be acquired and/or constructed by or at the direction of the Owner in accordance with the plans and in accordance with this Agreement and any other agreement between the parties related to property in the PID. The Owner shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the acquisition and/or construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with City ordinances and regulation and in accordance with generally accepted practices appropriate to the activities undertaken. The Owner has sole responsibility of ensuring that all Authorized Improvements are

constructed in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with City ordinances and regulation and in accordance with generally accepted practices appropriate to the activities undertaken. The Owner shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Owner. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Owner a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

3.9 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized Improvements, the Owner shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. 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 legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Owner or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Owner or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Owner shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

3.10 Ownership and Transfer of Authorized Improvements. The Owner shall furnish to the City a preliminary title report for land related to the Authorized Improvements to be acquired and accepted by the City from the Owner and not previously dedicated or otherwise conveyed to the City. The

report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Owner has cured the objections to the reasonable satisfaction of the City.

SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Owner selecting the contractor. The City shall have the right to examine and approve the contractor selected by the Owner prior to executing a construction contract with the contractor, which approval shall not be unreasonably delayed or withheld.

4.3 Independent Contractor. In performing this Agreement, the Owner is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three business days' prior written notice to the Owner, to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Owner shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Owner shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Owner an opportunity to inspect such books and records relating to the Assessments during the City's regular business

hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

4.5 Owner's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Owner's right to protest ad valorem taxes. The Owner's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

4.6 PID Administration and Collection of Assessments. If the City designates an administrator who shall have responsibilities related to the duties and responsibilities of the administration of the PID, the City shall provide the Owner with a copy of the agreement between the City and the administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Owner with a copy of such agreement. For so long as PID Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid, the City shall notify the Owner of any change of administrator or third-party collection of the Assessments.

4.7 Representations and Warranties.

4.7.1 The Owner represents and warrants to the City that: (1) the Owner has the authority to enter into and perform its obligations under this Agreement; (2) the Owner has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Owner has been duly authorized to do so; (4) this Agreement is binding upon the Owner in accordance with its terms; and (5) the execution of this Agreement and the performance by the Owner of its obligations under this Agreement do not constitute a breach or event of default by the Owner under any other agreement, instrument, or order to which the Owner is a party or by which the Owner is bound.

4.7.2 The City represents and warrants to the Owner that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement

and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.8 Default/Remedies.

4.8.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a “Failure”) and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.8.2 If the Owner is in Default, the City shall have available all remedies at law or in equity; provided no default by the Owner shall entitle the City to terminate this Agreement or to withhold payments to the Owner from the PID Reimbursement Fund or the PID Pledged Revenue Fund or the PID Project Fund in accordance with this Agreement and the Bond Indenture.

4.8.3 If the City is in Default, the Owner shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Owner to terminate this Agreement.

4.8.4 The City shall give notice of any alleged Failure by the Owner to each Transferee identified in any notice from the Owner, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Owner. The election by a Transferee to cure a Failure by the Owner shall constitute a cure by the Owner but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.9 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Owner, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Owner hereunder shall be those of a party hereto and not as an

owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Owner's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.10 Estoppel Certificate. From time to time upon written request of the Owner, the City Manager will execute a written estoppel certificate (1) identifying any obligations of the Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Owner is in compliance with its duties and obligations under this Agreement

4.11 Transfers. The Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Owner's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Owner in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund or the PID Pledged Revenue Fund in accordance with Section 3.3 or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Owner without obligation to investigate or confirm the validity of the Transfer. The Owner waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

4.12 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Collin County, Texas.

4.13 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City: City of Celina
 Attn: Jason Laumer, City Manager
 302 W. Walnut St.
 Celina, Texas 75009
 E-mail: jlaumer@celina-tx.gov
 TEL: (972) 382-2682
 FAX: (972) 382-3736

With a copy to: Attn: Lance Vanzant
 Hayes, Berry, White & Vanzant, LLP
 512 W. Hickory St., Ste. 100
 Denton, TX 75206
 E-mail: lvanzant@hbwvllaw.com
 TEL: (940) 387-3518
 FAX: (866) 580-1744

With a copy to: Messer, Fort, & McDonald PLLC
 Attn: Julie Fort
 6731 Preston Rd., Ste. 200
 Frisco, Texas 75034
 E-mail: julie@txmunicipallaw.com
 TEL: (972) 668-6400
 FAX: (972) 668-6414

To the Owner: Westgate HS Celina Investments, L.P.
 Attn: Thomas C. Hillsman
 6519 Westgate Drive
 Dallas, Texas 75254-9114
 E-mail: hillsman@swbell.net
 TEL: (214) 289-0991

With a copy to: Westgate HS Celina Investments, L.P.
 Attn: Rick J. O'Brien
 Freedom Place at Old Parkland
 4143 Maple Avenue, Suite 350
 Dallas, Texas 75219
 E-mail: robrien@hershfi.com
 TEL: (972) 432-3813

With a copy to: Attn: Misty Ventura
 Shupe Ventura Lindelow & Olson, PLLC
 9406 Biscayne Blvd.
 Dallas, Texas 75218
 E-mail: misty.ventura@svlandlaw.com
 TEL: (214) 328-1101
 FAX: (800) 519-3768

Any Party may change its address by delivering notice of the change in accordance with this section.

4.14 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the applicable Bond Indenture controls. This Agreement may be amended (a) in connection with the issuance of PID Bonds without written agreement of the Parties, and (b) for any other reason only by written agreement of the Parties.

4.15 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Additionally, if any provision of this Agreement requires revision based on the controlling definitions in the Bond Indenture or the SAP (a) such conflicting provision shall be deleted from this Agreement; (b) the conflicting provision shall, to the extent possible, be rewritten to be conforming and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

4.17 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Owner, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Owner, and Transferees.

4.18 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.19 Iran, Sudan, and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

4.20 No Boycott of Israel. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

4.21 Employment of Undocumented Workers. During the term of this Agreement, and to the extent required under State law, the Owner agrees not to knowingly employ any undocumented

workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Owner shall repay the taxes abated herein within one hundred and twenty (120) days after the date the Owner is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

[Execution pages follow.]

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

Attachment: Celina - Celina Hills PID 2020 - Resolution Approving Reimbursement Agreement (Celina Hills Reimbursement Agreement

Westgate HS Celina Investments, L.P.
a Texas limited partnership

By: HFI Irving RE GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Its: Authorized Signatory

Exhibit A**CERTIFICATE FOR PAYMENT FORM**

The undersigned is an agent for Westgate HS Celina Investments, L.P., (the "Owner") and requests payment from [the applicable account of the PID Project Fund] [the PID Reimbursement Fund] from the City of Celina, Texas (the "City") in the amount of _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Celina Hills Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement between the Owner and the City (the "Reimbursement Agreement").

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Certificate for Payment Form on behalf of the Owner, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the Reimbursement Agreement, the Bond Indenture, the Service and Assessment Plan and the Development Agreement.
5. The Owner has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity under common control with the Owner owes, located in the Celina Hills Public Improvement District and has no outstanding delinquencies for such assessments.
6. All conditions set forth in the Bond Indenture (as defined in the Reimbursement Agreement) for the payment hereby requested have been satisfied.
7. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

8. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment thereof) has been completed and the City has accepted such Authorized Improvements (or segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment thereof).

Payments requested are as follows:

- a. X amount for Y goods or services.
- b. Etc.

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects and any lender consents or approvals that the Owner may be required to obtain under any loan documents relating to the Celina Hills development.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements(or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

Westgate HS Celina Investments, L.P.
a Texas limited partnership

By: HFI Irving RE GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Its: Authorized Signatory

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from [the appropriate account of the PID Project Fund] [the PID Reimbursement Fund] to the Owner or to any person designated by the Owner.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B**FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for Westgate HS Celina Investments, L.P. (the "Owner") and requests payment to the Owner from the applicable account of the PID Project Fund from _____ (the "Trustee") in the amount of _____ (\$_____) to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Celina Hills Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Bond Indenture of Trust by and between the City and the Trustee dated as of _____, 20__ (the "Bond Indenture") relating to the "[INSERT NAME OF BONDS] (the "PID Bonds").

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the Reimbursement Agreement, the Bond Indenture, the Service and Assessment Plan, and the Development Agreement.
5. All conditions set forth in the Bond Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding amount and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

Westgate HS Celina Investments, L.P.
a Texas limited partnership

By: HFI Irving RE GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Its: Authorized Signatory

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from Costs of Issuance Account upon delivery of the PID Bonds.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Gateway South - DA

Action Requested:

Consider and act upon a request for a development agreement for Gateway South; generally located west of Oklahoma Drive and 2,000 feet north of Glendenning Parkway, within the City Limits. (Gateway South DA) (McAfee)

Background Information:

This agenda item has an associated Planned Development with Multi-Family Urban Edge District (MF-2) base zoning that was approved by City Council on December 10th, 2019.

Legal Review:

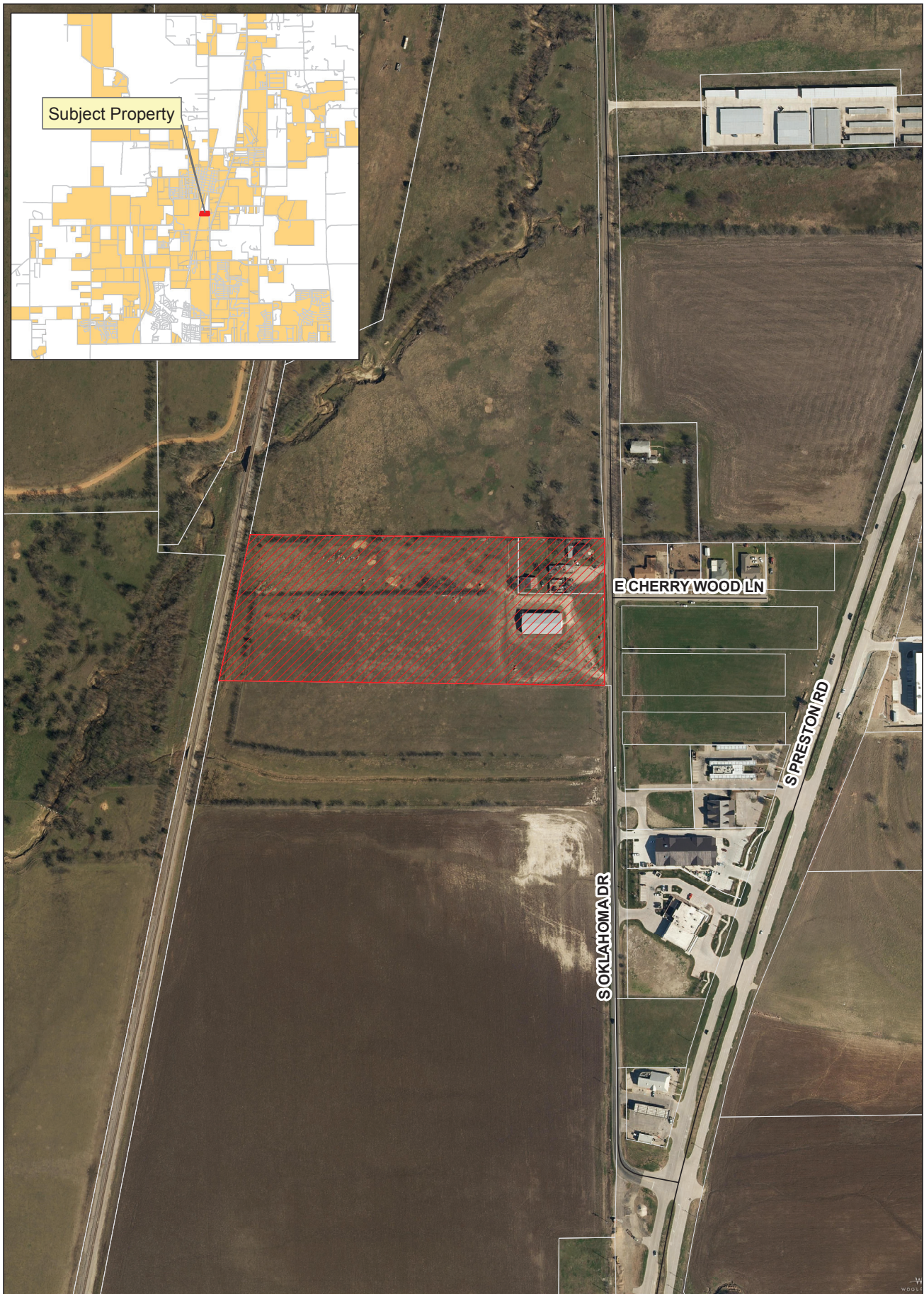
This document has been reviewed by the City Attorney.

Supporting Documents:

- Location Map
- Chapter 380 Agreement

Staff Recommendation:

Staff recommends approval.

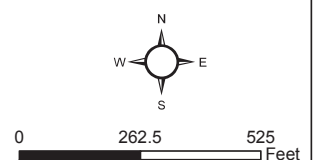


Gateway South Location Map

Date: 11/4/2019

Legend

- Roads
-  Gateway
-  Parcels



**ECONOMIC DEVELOPMENT INCENTIVE AND PERFORMANCE AGREEMENT
CHAPTER 380— OKLAHOMA STREET – GATEWAY CELINA**

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

W I T N E S S E T H:

WHEREAS, the Developer is the owner of the real property described in Exhibit “A” (the “Property”) which consists of an approximately 11.736± acre tract, generally located at 1123 S Oklahoma Dr, Celina, TX 75009; and

WHEREAS, the Developer intends to construct, or cause construction of, an apartment complex, Park Trail (as defined below), landscaping, and related public improvements/infrastructure to serve the Property upon full development as with the density, layout and features generally depicted in the Site Plan (defined below)(hereinafter collectively the “Facility”); and

WHEREAS, the Developer has agreed to construct the Facility in the general location reflected in Exhibit “B”, in accordance with the location, length, and detailed specifications in construction plans approved by the City and in compliance with the ordinances and regulations of the City; and

WHEREAS, the Developer has advised the City a contributing factor that would encourage the Developer to construct the Facility would be an agreement with the City to participate in some of the costs of construction of the Facility; and

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

WHEREAS, as partial consideration for Developer constructing the Facility and implementing design standards approved by the City, the City will rebate a portion of the sales tax Developer incurs in purchasing materials for construction of Facility, and waive certain fees for the Facility; and

WHEREAS, the promotion of residential expansion and additional rooftops within the City will promote economic development, stimulate commercial activity, generate additional sales tax, and will enhance the property tax base and economic vitality of the City; and

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

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

WHEREAS, the City has determined that making an economic development grant in the form of rebating certain City Sales Tax and waiving or reducing certain development fees for the Developer under this Agreement is in accordance with the City's economic development program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

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

Article I Definitions

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

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

"City" shall have the meaning ascribed in the Recitals above.

"City Sales Tax" shall mean the one percent (1%) general municipal sales and use taxes imposed by the City pursuant to Section 321.103(a) of the Texas Tax Code.

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

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

“Comptroller” shall mean the Comptroller of the State of Texas.

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

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

“Eligible Items” has the meaning set forth in paragraph 5.1.

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

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

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

“Grant” has the meaning set forth in paragraph 5.1.

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

“Park Trail” has the meaning set forth in paragraph 3.1(a).

“Payment Request” has the meaning set forth in paragraph 5.2.

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

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City and the Developer.

“Site Plan” shall mean the building exhibit/preliminary site plan attached hereto as **Exhibit “B”**.

“Texas Direct Payment Permit” means a permit issued by the Comptroller allowing payment of City Sales Tax directly to the Comptroller, instead of the seller collecting the City Sales Tax, as authorized by Texas Administrative Code, Title 34, Chapter 3, Subchapter O, Rule Section 3.288, which is received by filing a qualifying Texas Application for Direct Payment Permit, Form AP-101 of the Comptroller.

“Texas Direct Payment Return” means Form 01-119 of the Comptroller used for reporting and paying City Sales Tax directly to the Comptroller under a Texas Direct Payment Permit, or other form used for this purpose that may be required by the Comptroller in the future.

Article II Term

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

Article III Projects

3.1 (a) Construction and Timeframe. The Developer shall design and construct, or cause the design and construction of, the Facility in accordance with this Agreement. At a minimum, the Facility shall consist of a 222,000 ± square foot apartment complex with a maximum of 275 units, the amenities required by any zoning ordinance, including but not limited to a planned development zoning ordinance, an approximate 458 linear foot park trail being at least twelve (12) feet wide (“Park Trail”), and associated landscaping as reflected in the Site Plan. Developer shall cause Commencement of Construction of the Facility to occur not later than December 31, 2021, and subject to events of Force Majeure, cause Completion of Construction of the Facility to occur not later than eighteen (18) months after the Commencement of Construction, with an option for a six (6) month extension as long as the general contractor is actively constructing project.

(b) Development of the Property. The Developer understands and acknowledges that formal approval of a final site plan, consistent with the Site Plan attached as Exhibit “B”, for the Property by the City is required prior to Commencement of Construction of the Facility. The Developer shall submit and use diligent, good faith efforts to obtain City approval of a site plan, elevations and landscaping plan for the Facility not later than nine (9) months after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Should Developer fail to comply with this paragraph (b) for any portion of the Property, the City shall have no obligation to waive project fees or pay the Grant, even if Developer has performed any other obligations hereunder. In addition to all roadway requirements contained herein or in the ordinances and regulations of the City, the City Engineer may require Developer to construct one temporary asphalt left turn lane at the time and in the location determined by the City Engineer.

(c) Waiver of Certain Project Fees. Assuming Developer timely applies for building permit(s) for the Facility, including the Park Trail and landscaping, that conform to the requirements of this Article III, the City shall reduce fees associated with the required 4” and 3” water meters to a water impact fee equivalent to a 2” water meter and a sewer impact fee equivalent to a 2” meter for each and every water meter and sewer meter, as determined by the City’s Engineer and waive: (i) building permit fees associated with tuck-under garages constructed at the Facility, (ii) the park improvement fees equal to \$100,000 if project construction starts in 2021 and \$200,000 if construction starts in 2020, assessed under Chapter 10, Section 10.03.083 of the City

of Celina Code of Ordinances, and (iii) the requirement to construct any offsite public infrastructure shall be waived expect that Developer shall construct one right turn lane.

(d) Architecture. *As consideration for the incentives provided by the City herein, Developer has requested that the City-adopted building codes and local amendments, the City-adopted fire codes and local amendments, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances to apply to the Property and Facility and voluntarily agrees to burden the Property, by filing these covenants/restrictions in the land records, with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

Article IV Conditions to Fee Waiver and Grant Payment

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

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

(b) Texas Direct Payment Permit. Developer agrees to obtain a Texas Direct Payment Permit prior to purchasing any Eligible Items Developer wants to include in the Grant and to thereafter pay City Sales Tax using Texas Direct Payment Returns. Developer shall only enter into "separated contracts, and not "lump-sum contracts", as those terms are defined in Texas Administrative Code, Title 34, Chapter 3, Subchapter O, Rule Section 3.291(a)(13) and (8) respectively, for construction of the Facility.

(c) Payment Request. Developer shall have provided the City with the Payment Request, not later than 90 days after Completion of Construction. The City is entitled to verify the Payment Request, and if necessary, request additional documentation, before the Grant is paid. The City is also entitled to verify the estimated costs and/or amounts actually incurred by Developer in constructing the Park Trail prior to waiving the park improvement fees.

(d) Certificate of Occupancy and Design Guidelines. Developer shall have timely received a Certificate of Occupancy for the Facility and the building materials approved by the City were used in construction of Facility.

Article V Grant

5.1 Economic Development Incentive. Subject to the terms, covenants, and conditions of this Agreement, City agrees to provide economic development program incentives to Developer in an amount equal to eighty percent (80%) of the City Sales Tax (hereinafter referred to as the "Grant"), paid by Developer and actually received by the City on taxable purchases for items

utilized in or incorporated into the construction, development, and furnishing of the Facility, such items which include, but are not limited to, construction materials, furniture, fixtures, equipment, operational supplies and equipment (collectively, the “Eligible Items”) as set forth in the Texas Direct Payment Returns submitted by Developer to the Comptroller and verified by the City; provided however, that City shall not be obligated to pay any portion of the Grant related to Eligible Items purchased for the Facility until after Completion of Construction. Developer acknowledges and understands that: (i) the Eligible Items are required by state law to be purchased for Developer’s own use and not resold and (ii) labor is not taxable, so the contract(s) entered by Developer, and desired by Developer to be included in the calculation of the Grant amount, must be “separated contracts” rather than “lump-sum contracts” in order for the City Sales Tax to be eligible for payment on Texas Direct Payment Returns and included in the Grant calculations.

5.2 Payment Request. Developer shall submit a written Payment Request to City within ninety (90) days after Completion of Construction. Developer’s written request for payment of the Grant (“Payment Request”) shall include: (i) a copy of Developer’s Texas Direct Payment Returns, with evidence of filing and payment of amounts reflected thereon, which reflect an amount to be included in the calculation of the Grant payment and the total of Grant payment requested; (ii) evidence that Developer is current on ad valorem taxes assessed against the Property; (iii) a copy of the Certificate of Occupancy for the Facility, and (iv) any other documentation requested by the City related to the Grant.

5.3 Revenue Sharing. The Parties agree and acknowledge that this Agreement is a revenue sharing agreement for purposes of Section 321.3022 of the Texas Tax Code and that the Comptroller is expressly authorized to provide City with information as provided in Section 321.3022 and other applicable law.

5.4 Receipt of City Sales Tax. As a condition precedent to Developer receiving the Grant payment, City must actually receive the City Sales Tax for Eligible Items reflected on Developer’s Texas Direct Payment Return from the Comptroller. The City shall have sixty (60) days from the date of receipt of the Payment Request to verify that Developer has completed and satisfied all the terms, conditions, requirements and conditions precedent to payment in this Agreement, and upon such verification, to pay the Grant to Developer; provided however, if on such 60th day the City is waiting to receive information from the Comptroller needed for such verification, then said time shall be extended to the 14th day after receipt of such information. If the City determines that Developer has not completed and satisfied all the terms, conditions, requirements and conditions precedent to payment in this Agreement, City shall not pay the Grant and shall notify Developer in writing of the reason for nonpayment. Developer shall have fourteen (14) days from the date of such notice of nonpayment to submit additional documentation to City evidencing its qualification to receive the Grant and City shall promptly review the additional documentation and the City’s determination shall be final. If at the time the City verifies that Developer has completed and satisfied all the terms, conditions, requirements and conditions precedent to payment in this Agreement and the City has not received the City Sales Tax for Eligible Items reflected on Developer’s Texas Direct Payment Return from the Comptroller, the City may withhold the Grant payment until the 14th day after receipt of such City Sales Tax from the Comptroller.

5.5 Adjustment. To the extent an audit or review by the Comptroller started within twenty-four (24) months after payment of the Grant results in an adjustment to the City Sales Tax paid by Developer on the Eligible Items, Developer and City agree to adjust the Grant accordingly to accurately reflect the City Sales Tax paid and/or remitted by Developer for Eligible Items with respect to the Project. If an audit results in the City owing any City Sales Tax received on the Eligible Items back to the Comptroller after the Grant has been paid to the Developer, Developer shall repay City such amount, including any interest or penalties incurred by City, not later than the 30th day after the City sends a notice to Developer of the amount owed. If Developer fails to timely pay City, the amount due shall then be charged interest at the rate of six percent (6%) per annum.

5.6 Obligation. The City's obligation to pay the Grant provided in this Agreement is subject to the fulfillment of the conditions set forth in Article IV above.

Article VI Termination

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

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

6.2 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

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

Article VIII Miscellaneous

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

7.2 INDEMNITY AND LIMITATION ON LIABILITY

THE CITY AND ITS PAST, PRESENT, AND FUTURE OFFICERS, EMPLOYEES, OFFICIALS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, CONSULTANTS, BOARD MEMBERS, AGENTS (COLLECTIVELY “PROTECTED PERSONS”) AND ANY THEREOF, SHALL NOT BE LIABLE FOR ANY INJURY TO PERSONS OR PROPERTY OCCASIONED BY REASON OF THE ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT OR CONSTRUCTION OF, OR IMPROVEMENTS ON THE PROPERTY AS CONTEMPLATED UNDER THIS AGREEMENT. DEVELOPER FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PROTECTED PERSONS AGAINST THIRD PARTY CLAIMS IN THE PERFORMANCE OF THIS AGREEMENT OR CONSTRUCTION OF FACILITY, OR IMPROVEMENTS ON THE PROPERTY AS CONTEMPLATED UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, BASED ON CONTRACT, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL,

PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (EXCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS) ARISING FROM OR UNDER THIS AGREEMENT. THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, BASED ON CONTRACT, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT WAIVED BY CITY IN SECTION 3.1(C) (EXCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS).

EXCEPT FOR CITY'S OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, THE PROTECTED PERSONS ASSUME NO RESPONSIBILITIES OR LIABILITIES TO DEVELOPER, OR ANY THIRD PARTIES IN CONNECTION WITH THE FACILITY, AND/OR THE PROPERTY, AND DEVELOPER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE PROTECTED PERSONS FOR ANY INJURY TO PERSONS OR DAMAGE TO PROPERTY IN CONNECTION THEREWITH EXCEPT FOR ANY INJURY TO PERSONS OR DAMAGE TO PROPERTY RESULTING FROM THE GROSS NEGLIGENCE OF PROTECTED PERSONS. DEVELOPER ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO PERSONAL RECOURSE TO THE PROTECTED PERSONS, WHO SHALL INCUR OR ASSUME NO LIABILITY IN RESPECT OF ANY CLAIMS BASED UPON OR RELATING TO THIS AGREEMENT EXCEPT IN THE EVENT OF THEIR GROSS NEGLIGENCE. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT DEVELOPER, IN SATISFYING THE CONDITIONS OF THIS AGREEMENT, HAS ACTED INDEPENDENTLY, AND THE PROTECTED PERSONS ASSUME NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THESE ACTIONS.

THE PROVISIONS OF THIS SECTION 7.2 SHALL SURVIVE TERMINATION.

7.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

7.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

7.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

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

With a copy to:

Julie Fort
Messer, Fort & McDonald, PLLC
6371 Preston Rd. STE 200
Frisco, TX 75034

If intended for Developer, to:

Attn: Shea Byers, Director of Real Estate
J Street Companies
16800 Westgrove Dr. #200
Addison, Texas 75001

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

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

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

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

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

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

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

7.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

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

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

7.17 Recordation. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (“an End-Buyer”) and shall not negate the End-Buyer’s obligation to comply with the City’s regulations and ordinances, including but not limited to zoning ordinances, as they currently exist or may be amended

EXECUTED on this 10th day of March, 2020.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

FACULTAS GROUP, LLC

By: _____
Stan Ferenc, Managing Member

ACKNOWLEDGMENTS

STATE OF TEXAS }
COUNTY OF COLLIN }

The foregoing Economic Development Incentive and Performance Agreement was executed before me on the 10th day of March, 2020 by Jason Laumer, City Manager of the City of Celina, Texas, a Texas municipal corporation, on behalf of said Municipal Corporation.

Name:
Notary Public in and for the
State of Texas

STATE OF _____ }
COUNTY OF _____ }

The foregoing Economic Development Incentive and Performance Agreement was executed before me on the __ day of _____, 2020 by _____, of Facultas Group, L.L.C., on behalf of said company.

Name:
Notary Public in and for the
State of _____

Attachment: Chapter 380 Agreement (Gateway South DA)

EXHIBIT "A"

Property Description

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado (BBB&C) Railroad Company Survey, Abstract No. 132, being all of a called 1.030 acre tract of land described as tract 1 in an Assumption Warranty Deed to Facultas Group LLC, as recorded in Instrument No. 20130508000631320, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being all of a called 10.706 acre tract of land described as tract 2, as recorded in said Instrument No. 20130508000631320, and being more particularly described as follows:

BEGINNING at a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4613" found at the southwest corner of said 10.706 acre tract of land and the northwest corner of a called 64.543 acre tract of land described in a Special Warranty Deed to Willard Cattle Company, LTD., as recorded in Volume 5169, Page 299, Deed Records, Collin County, Texas (D.R.C.C.T.), said capped iron rod being in the east line of the St. Louis, San Francisco and Texas Railroad (100' width right-of-way);

THENCE North 11 degrees 21 minutes 05 seconds East, a distance of 458.95 feet along the west line of said 10.706 acre tract of land and the east line of said railroad right-of-way to a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4613" found at the northwest corner of said 10.706 acre tract of land and the southwest corner of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, O.P.R.C.C.T.;

THENCE North 89 degrees 25 minutes 51 seconds East, passing at a distance of 823.00 feet a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4613" found at the northwest corner of said 1.030 acre tract of land, and continuing a total distance of 1,087.00 feet to a one-half inch iron rod with a yellow plastic cap stamped "Bohler Eng." set for corner at the northeast corner of said 1.030 acre tract of land, said capped iron rod being in or near the centerline of South Oklahoma Drive, from which a one-half inch iron rod bears South 89 degrees 25 minutes 51 seconds West a distance of 13.52 feet;

THENCE South 00 degrees 49 minutes 21 seconds East, a distance of 451.39 feet along the centerline of said South Oklahoma Drive to a one-half inch iron rod with a yellow plastic cap stamped "Bohler Eng." set for corner at the southeast corner of said 10.706 acre tract of land and the northeast corner of said 64.543 acre tract of land, from which a one-half inch iron rod bears South 69 degrees 38 minutes 15 seconds West a distance of 14.12 feet;

THENCE South 89 degrees 32 minutes 37 seconds West, a distance of 1,183.80 feet along the south line of said 10.706 acre tract of land and the north line of said 64.543 acre tract of land to the POINT OF BEGINNING and containing 511,230 square feet or 11.736 acres tract of land.

EXHIBIT “B” Site Plan





Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Septic to Sewer Ordinance

Action Requested:

Consider and act upon an ordinance adding a new section to the City's Code of Ordinances Chapter 13: Utilities; Article 13.03: Water and Sewers, to be entitled Residential Sanitary Sewer Connection policy. (Septic to Sewer Ordinance) (McAfee)

Background Information:

Septic systems have limited life spans and frequently fail, impacting the environment and the community's water quality. Additionally due to its unpopularity with home buyers, septic systems may decrease the market value of a property and may even limit the ability to expand houses or build over certain portion of the property. This ordinance will establish residential sanitary sewer connection policy for homes with on-site septic to facilitate the routine function of the Public Works department.

Legal Review:

This document has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ADDING A NEW SECTION TO THE CITY'S CODE OF ORDINANCES CHAPTER 13: UTILITIES; ARTICLE 13.03: WATER AND SEWERS TO BE ENTITLED SANITARY SEWER CONNECTION POLICY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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 provides water and wastewater services to all residences and businesses within the City; and

WHEREAS, the City's subdivisions ordinance sets forth rules mandating connection to the City's wastewater system for new development; and

WHEREAS, the City seeks to encourage the connection of existing systems to the City wastewater system; and

WHEREAS, the Celina City Council has determined that certain regulations regarding the conversion of all existing septic system to the public sewer system and limited installation of new septic system within the City should be adopted in the interest of public and environmental safety; and

WHEREAS, this ordinance is adopted pursuant to the police powers and authority given home rule cities by the constitution, codes and general laws of the State of Texas, including but not limited to Chapters 51 and 402, Texas Local Government Code; and

WHEREAS, the City Council finds that the adoption of this ordinance is in the best interest of the citizens of the City of Celina.

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

Attachment: Proposed Ordinance (Septic to Sewer Ordinance)

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENTS**

3.01 That the Celina Code of Ordinances, Chapter 13: Utilities; Article 13.03: Water and Sewers be amended by adding a new Section 13.03.003 to be entitled Sanitary Sewer Connection Policy which shall read as follows:

"Section 13.03.003 Sanitary Sewer Connection Policy

(a) Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Available public sewer. A public sewer that is within six hundred (600) feet of property to be served, without crossing another property to make the new connection, or such other conditions of availability as are established by administrative rule.

Customer classes. Classes of retail wastewater customers within the Celina wastewater service area having similar flow and wastewater characteristics contracting with Celina for centralized wastewater service. Customer classes shall be identified as:

- a) Residential (one-and two-unit permanent family residences).
- b) Multifamily residential (three or more permanent family residences in one building or a complex of buildings under one ownership, such as apartments).
- c) Nonresidential (all other customers other than the above-described categories of residential customers).

City wastewater system. The wastewater system owned, maintained and operated by or on behalf of the City of Celina in order to furnish sanitary disposal services, including but not limited to its waste treatment facilities, including pipelines, conduits, pumping stations, force mains, and all other construction, devices, and appurtenant appliances used to transport waste, as such system may now be constituted or as it may be hereafter improved, enlarged, or extended by construction, reconstruction, acquisition, annexation, or otherwise.

City. The City of Celina, Texas.

Common Private Sewer System (also called Party Sewer). That portion of a building sewer that:

- a) Is not owned by the City of Celina;
- b) Is used for draining more than one building under different ownership; and
- c) Conveys the discharge to a sewer service lateral, public sewer, private sewage disposal system, or other point of disposal.

Common private sewers are found on private property and in private and public rights-of-way, including easements.

Connection. The connection of all sanitary waste and drainage disposal lines from all development on a property to the public sewer and drainage system.

Director. The Director of Public Works or designee.

Immediately Available Public Sewer. A public sewer to which a property can connect without further extension of the public system

Nonconforming Sewer. A private sanitary sewer that is:

- a) Not on the same public or private property as the structure or structures being served by the sewer; and
- b) Not located within a recorded sewer easement or subject to a recorded covenant for easement regarding use of the sewer and meeting the standards for easements specified in administrative rules.

Owner-Occupant. An owner who uses the property as his or her primary residence. The individual who has the responsibility for assessments and is occupying the property will be considered the owner-occupant regardless of who holds the deed to the property. An owner who lived at the property before moving to a nursing home or similar facility is considered to be residing at the property if the property is not producing income.

Onsite Sewage Disposal System. A cesspool or the combination of a septic tank or other treatment unit and effluent sewer and absorption improvement.

Public sewer. An eight inches or more diameter sewer pipe which may be located in a street or a sewer easement owned and/or operated and maintained by the City.

Sewer lateral. A minimum of four inch (4") diameter pipe that connects a residence or business building to the public sewer line.

Sewer contractor. A person who constructs, installs, repairs, excavates or connects building sewers, and who is licensed in the State of Texas and registered with the City.

Septic tank abandonment. means the process of taking a septic tank out of service by pumping out the tank; removing and disposing of the lid or crushing the lid and using it to fill the tank; and filling the empty septic tank with compacted earth, gravel or sand with permission from Texas Commission on Environmental Quality (TCEQ).

(b) Mandatory Connection to City's Sewer System

- i. Utilization of the city's wastewater system is essential for the health and welfare of the city and residents. It is therefore mandatory that any existing residence or nonresidential facility that discharges waste shall be connected to the system when such is made available to such property. The wastewater system shall be deemed to be available to any property where the closest property line is located within six hundred feet (600') of a wastewater system lateral/main unless such property is outside the designated service area of the system as determined by the city and designated on a wastewater system map on file with the city secretary.
- ii. In some instances property may be within the prescribed six hundred feet (600') and not be within the designated area. Such property owners may make application to the city for a permit for service. If, in the opinion of the designated city official, such connection will require an engineering study to determine the feasibility and cost for providing such service, the customer shall be required to obtain and pay for such study, in addition to the application and other applicable fees. If the connection is determined to be feasible by the designated city official after review of the engineering study and other applicable information, such connection may be made; provided, however, that the property owner shall be responsible for payment of all costs related to the engineering and construction of any service line necessary for connection to the existing wastewater system prior to such connection being made. Connections outside of the designated service area will be made in the sole discretion of the city.
- iii. Properties within six hundred feet (600') of an existing public sewer, shall be required to connect to the City's sewer when the existing septic system fails or when improvements would require an expansion of the existing septic system.
- iv. If a neighborhood sewer extension is requested through a home owners associations (HOA) or a designated group, properties within that neighborhood

shall be required to connect to the public sewer within ninety (90) days of receiving written notice that such service has become available.

(c) **Voluntary Connection to City's Sewer System.** Properties within six hundred (600) feet of an existing public sewer, shall not be required to connect to the sewer when the existing septic system is functioning properly. That may change if recovery plans developed by the State of Texas identify the conversion of septic systems as a required action to clean up impaired water bodies within the City of Celina and its environs.

(d) **Conversion Cost.** There can be four major costs in converting from a septic system to sewer service: the public sewer infrastructure, lateral line construction, and septic system abandonment and connection fees. The costs for connection may vary due to pertaining site conditions.

i. Public Sewer Infrastructure

- A. Costs will be dependent on the availability of a suitable public sewer adjacent to a property and may call for a reimbursement fee which shall be due prior to connection.
- B. In the absence of a public sewer line adjacent to a property, the property owner shall be responsible for extending the sewer from the end of the City's existing system to and along the frontage of the property prior to making a connection. The cost to extend a sewer pipe shall vary, depending on but not limited to the length of the project, difficulty of the terrain, soil type, need to acquire easements, the amount of engineering work required, pipe and backfill materials specified, methods of construction employed, and surface restoration required.
- C. Public Sewer Infrastructure cost can be shared by interested benefited properties to reduce cost. Longer, shared sewer projects allow for an economy of scale in design and construction that reduces the cost per property, as compared to each property owner sequentially installing a separate, smaller sewer extension project.

ii. Lateral Sewer Construction

- A. Construction and maintenance of the sewer lateral (private side sewer) shall be the responsibility of the property owner.
- B. All flows from sewer laterals to public sewer shall be by gravity. However, if elevations do not permit a gravity flow system, the City may allow the installation of an individual privately owned residential grinder pump.
- C. Only a licensed contractor registered with the City shall be permitted to do work within the public right-of-way or City easements.

iii. Septic Tank Abandonment

- A. All installed sewer laterals shall be completed, inspected and accepted before an existing septic tank is removed from service and abandoned.
- B. All out of service septic tanks shall be properly abandoned in accordance to the Texas Commission on Environmental quality (TCEQ) guidelines which includes; obtaining a permit from TCEQ, pumping of the tank(s) at the time of abandonment; removing and disposing of the lid; and filling the empty septic tank(s) with compacted earth, gravel or sand.

iv. Connection Fees

- A. Sewer Impact Fees. Impact fees for sewer service shall be charged in accordance with the current impact fee ordinance.
- B. Sewer Tap Fees. Tap fees for sewer service shall be charged in accordance with the current sewer taps ordinance.
- C. Sewer Deposit fees. Wastewater system customers shall be required to post a deposit with the city for each connection as set out in the rate schedule as adopted by the city council and amended from time to time. Such deposit is solely to secure payment of charges made for wastewater system service and a required deposit may be increased for a customer when, in the opinion of the designated city official, it should be increased in order to protect the city for payment of charges made pursuant to this article.
- D. Monthly Sewer Rate. Once connected to the public sewer system, a property owner shall be required to pay a monthly sewer utility bill in accordance to the most recent adopted utility fees.

(e) Permits and Plan Approval

- i. Construction of a public sewer shall require permitting and inspection by the City's Engineering Services Department. To receive a permit, you shall be required to submit design plans certified by an engineer licensed in the State of Texas, conforming to the City's Engineering Design and Specification Standards, for review and approval.
- ii. No sewer line (both main and lateral) shall be covered or buried unless inspected by the City.
- iii. Permits for Sewer Connection: A utility installation permit shall be required for works in the City's right of way in addition to a Notice of Intent (NOI) or a TxDOT driveway permit if applicable.

(f) Payment of Line Extension Fee

- i. When a public sewer line extension charge is required the City may at its option require the owner being furnished the line to:
 - a. Deposit in advance, the estimated costs for construction of the sewer line that is estimated.
 - b. Post a bond sufficient to cover the total estimated costs of line extension; or

- c. Provide a letter of credit sufficient to cover the total estimated costs of the line extension.
 - ii. Line Extension Fees Outside City Limits: The costs set out in this section shall apply for connections to property both inside and outside the City limits.
- (g) These rules pertaining to existing residences, multifamily residential, and non-residential facilities shall not abrogate rules set forth for new development in the City's subdivision ordinance, or other applicable ordinances."

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

SECTION 4 **CUMULATIVE REPEALER**

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

SECTION 5 **SAVINGS**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, "Chapter 13: Utilities" which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but maybe prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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

SECTION 7
PUBLICATION

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

SECTION 8
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 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Boards & Commissions Policy

Action Requested:

Consider and act upon approval of the Boards & Commissions Policy. (McAfee)

Background Information:

The resolution updates policies regarding Boards & Commissions.

Legal Review:

This document has been reviewed by the City Attorney.

Supporting Documents:

- Draft Resolution

Staff Recommendation:

Staff recommends approval.



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Boards & Commissions

Membership Appointment Policy (Approved March 2020)

Benediction

The City Council is excited about citizens serving as members of a board or commission in the City of Celina. As an interested citizen and/or community leader, you can provide an invaluable service to the City through your membership and participation. Board and commission members volunteer for many hours annually to help the city grow, by sharing their time and expertise, and learning more about the City through their membership. Boards and commissions are established to offer citizens an extraordinary opportunity to participate in the City's governmental affairs and influence public policy in various areas. Celina has several boards, commissions, and committees that endeavor to reflect the varied interests of our citizenry, including such subjects as parks, planning, libraries, transportation, zoning, public art, downtown, and historic preservation.

Structural Overview

Some of the City's boards and commissions are "quasi-official", such as the Board of Adjustment and Planning & Zoning Commission, being required and established by state statute. Others result from provisions of the City Charter or from local ordinances, and are only advisory in nature, as no authority exists to establish policy independent of City Council. However, all boards and commissions add value by helping influence some aspect of City government and by making recommendations on a wide range of topics that eventually come before the City Council.

Boards and commissions are established to work with and through the City staff to develop policies, procedures, and long range planning of projects that will affect that area of interest. The City has a variety of advisory boards and committees, some of which are standing boards and committees (that remain in existence year round) and some of which are *ad-hoc* boards and committees (which are created on an as-needed basis and which expire once the assigned work has been completed).

The Planning & Zoning Commission and Parks Board serve 3 year terms, and other boards and commissions serve 2 year terms. There are no term limits, as the City Council retains the authority to remove members as it deems appropriate.

Member Expectations

Members of the City's boards and commissions are governed by local and state guidelines and regulations that affect all boards and commissions, including but not limited to the state's laws governing Open Meetings, Open Records, Nepotism, and Conflicts of Interest. Moreover, members of City boards and commissions are expected to conduct themselves, both on and off of the dais, so as to give no occasions for distrust or raise questions of integrity or professionalism.

Members of the City's boards and commissions are also called to be advocates of the City's adopted Strategic Plan and all other applicable long-range planning policies and documents. Since members serve at the "will and pleasure" of the City Council, a demonstrable commitment to the long-range goals of the City is expected.

Eligibility

The following minimum qualifications apply to all prospective applicants seeking appointment to a board or commission:

- *Residency.* Applicants shall be a resident of the City prior to appointment to a board or commission, except where provided by State law, or where a vested interest in the well-being of the community otherwise qualifies the applicant, such as property or business owners, operators, managers, and partners pursuing appointment to the Main Street Board; or as provided by the City Charter for the Parks Board.
- *Service Limitations.* Board and commission members cannot serve concurrently on more than one board or commission. Exemptions include temporary and special purpose ad-hoc committees, allowances by State law, and City Council liaisons.
- *Attendance.* Board and commission members should attend a minimum of 75% of the regularly scheduled meetings each calendar year. Absence from 3 straight regular meetings results in the automatic resignation of the member. Members of boards and commissions that meet irregularly or infrequently shall have their attendance reviewed at time of reappointment. Good faith attendance is expected in all circumstances.
- *Relevancy.* Applicants should show some degree of qualification or special interest for participation on the board or commission for which they have applied, although this is not a requirement.
- *Ex-Officio.* The City Manager, or designee, shall be considered a permanent ex-officio member of all boards and commissions, but does not possess voting privileges unless otherwise authorized by State or local law, and may attend all executive session meetings.
- *Nepotism.* Applicants to sovereign boards or commissions may not be related, within the first two degrees, to an existing board member of the same board or commission.
- *Opposition.* Applicants should not be in arrears to the City for bills or taxes either at time of application or during term of service. Applicants should not be adverse parties to (nor employees of nor business associates of an adverse party with) pending litigation or a claim against the City or a City employee.
- *Removal.* The City Council may discretionarily remove any board or commission member at any time, with or without cause, including for, but not limited to, failure to adhere to attendance regulations, residency, or improper conduct unbefitting an appointed official of the City.

Appointment Process

Application forms for all boards, commissions, committees, and task forces can be accessed through the City's website or by contacting the City Secretary's office. Applications are considered current for twelve (12) months after their original submittal, after which the application will not be considered eligible for appointment. After twelve (12) months the applicant will need to submit a new application to be considered for future appointment to a board or commission.

For those citizens who are considering appointment to a board or commission, it is recommended that they contact the City Secretary to receive information on the approximate time commitment required, as well as the meeting times and places. The City may establish an interview process or other vetting procedures for applicants.

Onboarding

Members of boards and commissions are expected to attend all formal and informal orientation offerings by the City and its support staff. Some boards and commissions receive specialized training and perform oaths of office. A commitment to participate in a citizen's government or leadership academy is strongly encouraged within two (2) years of appointment. Graduating participants of any such academy may be given higher consideration at time of appointment. Existing incumbent members are exempt from said requirements.

Meeting Management

Boards and Commissions may establish by-laws, whether formal or informal, and are expected to abide by all applicable state and local regulations. By-laws, whether existing or new, shall not supersede this policy.

Boards and commissions shall only meet on an as-needed basis when legitimate business is needed to be discussed or acted upon, or when State or local law requires. When a lack of business occurs, the meeting of a board or commission shall not be scheduled. Meetings are not required to be "cancelled".

City support staff serve as advisors and liaisons to boards and commissions and can provide research and administrative services; however, support staff shall not be tasked nor assigned work by board and commission members, as no authority exists to assign work to city staff. City support staff is responsible for the coordination, set-up, and compliant posting of all meetings, agendas, and minutes.

Salutation

The City Council thanks you for your interest in serving Celina and encourages you to continue to be involved with the community whether appointed at this time or not. Boards and commissions examine many of the vital issues that face our City, so you are encouraged to engage and become a part of the solution. You have an opportunity to help maintain and improve the quality of life that we desire in Celina.

Boards & Commissions

Board of Adjustment	
Structure	5 members, 2 alternates, 2 year staggered terms
Meeting Schedule	1 st Monday at 6 PM on an as needed basis
City Support Staff	Planning: (972) 441-5045
Location	City Council Chambers (112 N. Colorado Street)
Notes	Also serves as the Building & Standards Commission

Parks Board	
Structure	5 members, 3 year staggered terms
Meeting Schedule	1 st Wednesday at 5:30 PM on an as needed basis
City Support Staff	City Secretary: (972) 201-3212
Location	City Council Chambers (112 N. Colorado Street)
Notes	Also serves as the Community Development Corporation

Planning & Zoning Commission	
Structure	7 members, 3 year staggered terms
Meeting Schedule	3 rd Tuesday at 5:30 PM on an as needed basis
City Support Staff	Planning: (972) 441-5045
Location	City Council Chambers (112 N. Colorado Street)

Library Board	
Structure	7 members, 2 year staggered terms
Meeting Schedule	3 rd Monday at 6 PM on an as needed basis
City Support Staff	Library: (972) 382-8655
Location	Public Library (142 N. Ohio Street)

Main Street Advisory Board	
Structure	12 members, 2 year staggered terms
Meeting Schedule	1 st Thursday at 8:00 AM on an as needed basis
City Support Staff	Main Street: (469) 421-0235
Location	City Council Chambers (112 N. Colorado Street)
Notes	Non-residents may apply (if qualified)

Historic Preservation Commission	
Structure	7 members, 2 alternates
Meeting Schedule	4 th Wednesday at 9 AM on an as needed basis
City Support Staff	Planning: (972) 441-5045
Location	City Council Chambers (112 N. Colorado Street)
Notes	Non-residents may apply (if qualified)

Fine Arts Board	
Structure	7 members, 2 year staggered terms
Meeting Schedule	As Needed
City Support Staff	Main Street: (469) 421-0235
Location	City Council Chambers (112 N. Colorado Street)



Life Connected.

Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re:

Action Requested:

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

Background Information:

The ordinance is being revised for the creation of the Fine Arts Board and Public Art Program.

Financial Considerations:

Funding for the public art program shall be accomplished by annually designating up to one and a half (1.5%) percent of CIP funding for the acquisition of public art, which may be derived from Celina's Capital Project Fund as well as other funding sources as they arise such as grants and donations.

Legal Review:

The City Attorney has reviewed this item.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.04 BOARDS, COMMISSIONS AND COMMITTEES TO ADD A NEW DIVISION 6 TO BE ENTITLED CELINA FINE ARTS BOARD AND PUBLIC ART PROGRAM; 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 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 has established and codified rules and purposes for certain advisory boards and commissions; and

WHEREAS, such boards and commissions assist the City Council in establishing programs, policies and rules in the furtherance of the City's governmental functions; and

WHEREAS, the City Council has determined that creation of the Fine Arts Board and the funding of a permanent fine arts program will enhance community aesthetics and promote economic development.

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

SECTION 1
INCORPORATION OF PREMESIS

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT**

3.01 That the City Code of Ordinances, Chapter 1, General Provisions, Article 1.04 Boards, Commissions, and Committees shall be amended to include a new Division 6 to be entitled Celina Fine Arts Board and Public Art Program which shall read as follows:

“Division 6. Fine Arts Board and Public Art Program

Sec. 1.04.139 Creation of the public art program

- (a) Creation. The public art program is hereby established to, among other things, advise and make recommendations to public art program staff and city council regarding the Celina Public Art Program. This includes promoting and encouraging public and private art programs, articulating the history, values, and vision of the community by enhancing the aesthetics of the City of Celina’s civic infrastructure, commissioning artwork, and creating hands-on encounters with art, and promoting tourism and economic vitality through public spaces in Celina.
- (b) Definitions. For the purposes of this program the following terms, phrases, words, and their derivation shall have the meaning given herein:
 - (1) Artist: A professional practitioner in the arts, generally recognized by his or her peers as possessing serious intent and ability. For commissioning purposes, an artist cannot be a City employee, a member of the public art board, a relevant artist selection panel, an official of the City including any member of any other board or commission, family member of the selection committee, or a member of the prime consultant's firm or team.
 - (2) Art or artwork: works in any permanent medium, combination of media, and performance art produced by a professional practitioner in the arts.
 - (3) Board: the Fine Arts Board of the City of Celina, Texas.
 - (4) Board member: the members of the Fine Arts Board, excluding the City Manager or designated staff who shall serve as an ex-officio member of the board.
 - (5) Capital improvement project or CIP: projects that are funded by the City of Celina.

- (6) Capital project fund: funds used for the acquisition of fixed assets or construction of major capital projects not being financed by proprietary or nonexpendable trust funds.
- (7) City Manager: the City Manager of the City of Celina, Texas, or his/her designee.
- (8) Celina: the City of Celina, Texas.
- (9) Celina public art collection: all works of art owned or curated for display by the City of Celina, Texas.
- (10) Decommission: process by which the City removes an artwork from its collection.
- (11) Percent for art: A public art funding mechanism in which a certain percent (of capital project funds) are set aside for the commissioning of public art.
- (12) Public art: Temporary or permanent elements of a public space that are designed by an artist or artist team, that reflect an awareness of and enrich the site, and whose selection and/or creation generally involves the community.
- (13) Public artwork plan: the annual work plan developed by staff in conjunction with the public art board, detailing the public art projects and funding levels recommended for the upcoming year. The public artwork plan shall be submitted to city council for approval as part of the annual budget.
- (14) Public art master plan or plan: the Public Art Master Plan of the City of Celina, Texas, as it exists or may be amended. The public arts master plan shall provide a strategy and vision for the systematic selection of pieces of art and locations of art to be included in public spaces.
- (15) Public art program: the public art program of the City of Celina, Texas continued by this division.

Sec. 1.04.140 Powers and duties

- (a) The Fine Arts Board shall act principally in an advisory capacity to Celina staff and the City Council in any matter pertaining to art.
- (b) The Fine Arts Board shall approve and assist in execution of, among other things, the public arts master plan, CIP public art locations; artist selection juries and process; commission and placement of artworks; curation of performance art, and maintenance and removal of artworks.

- (c) Encourage private developers to commission public art as part of development projects and guide them, when requested, in the selection of artwork for their facilities.
 - (d) Identify collaborations and sources of funds.
 - (e) Develop programs designed to inform and engage the citizens of Celina in the public fine arts program.
 - (f) The Fine Arts Board shall have any other power and/or duty as prescribed and authorized by the City Council.
- (1) To accomplish these responsibilities, the board may establish ad-hoc subcommittees to work on special projects or to further investigate specific issues.

Sec. 1.04.141 Number of members/appointment/terms

- (a) The members of the board shall consist of seven (7) members, to be appointed by the city council for a term of two (2) years. Terms are staggered, with three (3) members initially appointed for a term of one (1) year. In addition to the seven (7) board members, the city manager, or his/her designee, shall serve as an ex officio member of the board, but shall have no right to vote on any matter before the board.

Sec. 1.04.142 Qualifications

- (a) Each board member shall be a qualified voter and resident of Celina and shall not be an employee of Celina. Each board member shall have any other qualification(s) as the City Council deems necessary and appropriate.

Sec. 1.04.143 Staffing

- (a) The city manager, or designee, shall serve as coordinator of and support to the board.

Sec. 1.04.144 Meetings

- (a) The board shall meet as often as necessary to fulfill its duties, providing adequate public notice of same, but should generally not meet more than once a month. All stated meetings will be open to the public, and will establish the date, time, and place of its meetings.

Sec. 1.04.145 Quorum and voting

- (a) Four (4) board members shall constitute a quorum of the board for the purpose of conducting its business, exercising its powers, and for all other purposes. No action of the Fine Arts board shall be valid or binding unless adopted by the affirmative vote of a majority of those board members present and voting.

Sec. 1.04.146 Officers

- (a) The board shall have a chair and vice-chair whose terms shall be one (1) year. The chair and vice-chair shall be elected by the Fine Arts board members annually. The chairperson shall preside over meetings and shall be entitled to vote upon each issue. The vice-chair shall assist the chair in directing the affairs of the fine arts board. In the absence of the chair, the vice-chair shall assume all duties of the chair.

Sec. 1.04.147 Public art projects funding

The public art projects and programs shall be funded through a variety of methods.

- (a) Percent for art. Funding for the public art program shall be accomplished by annually designating up to one and a half (1.5%) percent of CIP funding for the acquisition of public art, which may be derived from Celina's Capital Project Fund. The allocation shall be calculated based on the total construction costs, excluding all costs for demolition and real property acquisition for any given CIP. The allocation required by this subsection shall not be made for capital improvement projects located outside Celina city limits. All capital improvement projects qualify except the following: regular road maintenance, underground infrastructure, and underground utility projects with no above-ground components other than roads. Capital improvement projects with underground infrastructure, including utility projects, should be included only when there are visual elements of the project above ground and the total budget of the capital improvement project shall not include all underground components.

(1) Uses of project funds. Allocation of Percentage for art and other designated art project funds may only be used for:

- a. Artist fees and artist travel and expenses that are related to the city's purchase of an art fixed asset as stipulated in a contract with the artist;
- b. Artwork fabrication, storage, and installation per contract;
- c. Acquisition of existing works of art;
- d. Required permits and insurance during the fabrication and installation of the artwork per contract;
- e. Documentation and interpretive plaques; and
- f. Project consultants and contracted services

(2) Invalid uses of project funds. Percent for art and other designated art project funds may not be used for:

- a. Mass produced work, with the exception of limited editions controlled by the artist;
- b. Artwork not produced or designed by a public art board -recommended artist;
- c. Professional graphics, unless designed or executed by an artist or used in the development of collateral material for the public art program;
- d. Routine maintenance of Fine Arts Board projects;

- e. Purchase of existing works of art outside of the selection process; and
 - f. Bond funds shall not be used for operating and maintenance related expenses; and
 - g. Any public fine art that the City Council has deemed to violate community values and standards.
- (b) Grants or donations. Grants or donations received by the City for commissioning public art, both permanent and temporary, should be used in accordance with the restrictions specified or required in association with the grant or donation.
 - (c) Other sources. Funding for the public art program may be derived from other sources and should be used in accordance with restrictions specified or required in association with those funds.
 - (d) Appropriations for art shall be made through the approval of the Fine Arts annual plan as submitted in the annual budget. This annual plan will show the funding from that year's CIP and identify appropriate projects to be pursued for the upcoming year, along with recommended funding levels by project. Any funds not expended at the conclusion of the fiscal year will rollover into the following fiscal year.

Sec. 1.04.148 Art project accounts

- (a) All monies appropriated for the City of Celina Public Art Program will be maintained in separate art project accounts. Art Project sources not expended at the conclusion of the fiscal year will roll over into the following fiscal year. The City may also utilize art projects to accept gifts, grants, contributions, and donations made for the Fine Arts program.
- (b) The Fine Arts program support staff will prepare an annual budget, for review and recommendation by the fine arts board, in support of the public artwork plan that will allocate funds for the planned public art projects and related programming. No recommendation of the Fine Arts Board may preclude changes to the city's annual budget submitted to the City Council."

SECTION 4 **CUMULATIVE REPEALER**

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

SECTION 5 **SAVINGS**

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

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PUBLICATION**

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

SECTION 8 **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 9 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

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

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Passed and Adopted this _____ day of March, 2020.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan/AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Glen Crossing West Annexation Service Agreement

Action Requested:

Consider and act upon a service agreement for C-3 annexed property between the City of Celina and the owner of an approximately 30 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 1,000 feet south of Glendenning Parkway and approximately 1,400 feet west of Old Log Trail. (Glen Crossing West Annexation Service Agreement) (Mohan)

Owner:

Celina 52 East LP
10210 N Central Expressway, Suite 300
Dallas, TX 75231

Background Information:

Attached is the service agreement associated with the annexation for Glen Crossing West.

Supporting Documents:

- Glen Crossing West Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____

Name: Jason Laumer

Title: City Manager

Date: _____

OWNER: W/J CR 55 LP

By: _____

Name: Christopher Jackson

Title: Owner

Date: _____

Exhibit A Legal Description

Legal description of the land:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DEED TO CELINA 52 EAST, LP RECORDED IN INSTRUMENT NUMBER 20180131000124610 AND INSTRUMENT NUMBER 20180131000124590 OF THE COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT NUMBER 20180131000124590;

THENCE N 89°41'23" E, 353.39 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 89°45'48" E, 357.44 FEET TO THE CENTERLINE OF A CREEK FOR THE POINT OF BEGINNING;

THENCE WITH SAID CREEK THE FOLLOWING BEARINGS AND DISTANCES:

N 06°28'44" E, 119.62 FEET;
 N 01°07'33" W, 111.87 FEET;
 N 10°09'35" W, 88.74 FEET;
 N 02°01'22" W, 150.65 FEET;
 N 11°37'21" W, 71.30 FEET;
 N 03°31'47" E, 107.43 FEET;
 N 03°43'17" E, 101.49 FEET;
 N 07°40'26" E, 122.42 FEET;
 N 01°27'35" W, 244.55 FEET;
 N 11°58'04" E, 145.67 FEET;
 N 07°49'54" W, 35.13 FEET;
 N 02°58'33" E, 78.26 FEET;
 N 28°15'03" E, 37.04 FEET;
 N 08°09'12" E, 54.54 FEET;
 N 00°16'06" E, 217.96 FEET;
 N 10°40'38" W, 62.47 FEET TO THE NORTH LINE OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE N 89°57'10" W, DEPARTING SAID CREEK AT 18.52 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 693.52 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE S 00°45'37" E, 1018.06 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°30'37" E, 73.00 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°47'37" E, 500.20 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 15°49' W, 0.3 FEET;

THENCE S 00°05'23" W, 142.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT 20180131000124590;

THENCE N 89°46'37" W, 216.40 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 65°09' W, 0.3 FEET;

THENCE N 89°09'23" W, 96.60 FEET TO A 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "PELTON";

THENCE N 89°41'23" W, 300.00 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 30°58' W, 0.4 FEET;

THENCE N 89°45'48" W, AT 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 144.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,276,560 SQUARE FEET OR 29.306 ACRES OF LAND, MORE OR LESS.

Attachment: Glen Crossing West Annexation Service Agreement (Glen Crossing West Annexation Service Agreement)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan/AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Crosswood Creek Annexation Service Agreement

Action Requested:

Consider and act upon a service agreement for C-3 annexed property between the City of Celina and the owner of an approximately 26 acre tract of land within the Extraterritorial Jurisdiction; generally located approximately 2,600 feet east of Preston Road and north of FM 455. (Crosswood Creek Annexation Service Agreement) (Mohan)

Owner:

Craig James Enterprises Inc
12714 W FM 455
Celina, Texas 75009

Developer:

James Land & Development Company
102 E. Broadway Street, Suite 940
Prosper, TX 75078

Background Information:

Attached is the service agreement associated with the annexation for Crosswood Creek.

Supporting Documents:

- Crosswood Creek Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____

Name: Jason Laumer

Title: City Manager

Date: _____

OWNER: Craig James Enterprises Inc.

By: _____

Name: Craig James

Title: Owner

Date: _____

Exhibit A
Legal Description – Tract 1

Situated in Collin County, Texas, in the Hugh C. Routh Survey, Abstract No. 765, in the J.K. Rice Survey, Abstract No. 767 and in the Collin County School Land Survey, Abstract No. 170, being a resurvey of a part of the 12.463 acre Lot 5 of Preston Branch Subdivision as recorded in Volume M, Page 613 of the Map and Plat Records of Collin County, a part of the 12 acres of land described in a deed from Venita E. Clements, et al to Rex Crosswhite and wife, Ruby Crosswhite dated September 28, 1979 recorded in Volume 1205, Page 114, Map and deed of the Collin County Land Records, being described by metes and bound as follows:

BEGINNING at an iron pin found at the northeast corner of said Lot 5 of said PRESTON BRANCH, the northwest corner of Lot 7 of PRESTON 455 ADDITION, Ref. V "J", P. 974 and in the south R.O.W. line of County Road No. 94;

Thence south 0°17'42" west, 684.37 feet with the common line between said Preston Branch and Preston 455, with the east line of said Lot 5 and with a fence to an iron pin found in said line and fence at the northeast corner of the Craig James 14.500 acres. Ref. V. 5024, P. 590;

Thence north 89°42'18" west, with a fence and the north line of said 14.500 acre tract passing an iron pin set in said north line and in the west line of said Lot 5 and the east line of said 12 acre tract at 464.05 feet and continuing in all 686.90 feet to an iron pin found at the northwest corner of said 14.500 acre tract;

Thence north 1°12'33" east, 310.31 feet to an iron pin found at the southwest corner of the Vernon Fleet 3.5 acres, Ref. Doc. No. 96-0033399 and an east line of said 12 acre tract;

Thence north, with the east line of said 3.5 acre tract, with a fence passing an iron pin found at 30 feet at the west, southwest corner of said Lot 5 and continuing with said east line and with the west line of said Lot 5 and with said fence in all 399.8 feet to an iron pin found at the northwest corner of said Lot 5, the northeast corner of said 3.5 acre tract and in said south R.O.W. line of County Road No. 94, same being a curve to the right from which the radius center lies South 2°09'05" west, 22858.0 feet;

Thence easterly with the north line of said Lot 5 and with said south R.O.W. line as follows:

With said curve to the right, an arc of 290.56 feet around a central angle of 0°43'42" and a chord of 290.56 feet which bears South 87°29'04" East to an iron pin set at the P.T. of said curve; South 87°07'13" East, 2.36 feet to an iron pin set at the P.C. of a curve to the left, from which the radius lies North 2°52'47" East, 22978 feet;

With said curve to the left, an arc of 391.57 feet around a central angle of 0°58'35" with a chord of 391.57 feet which bears South

87°36'31" East to the PLACE OF BEGINNING and containing 10.936 acres of land.

Exhibit A
Legal Description – Tract 2

SITUATED in Collin County, Texas, in the Hugh C. Routh Survey, Abstract No. 765 and in the J.K. Rice Survey, Abstract No. 767, being a resurvey of the 7.0306 acre Lot 4, a part of the 12.463 acre Lot 5 of Preston Branch subdivision as recorded in Volume M, Page 613 of the Map and Plat Records of Collin County, a part of the 12 acres of land described in a deed from Venita E. Clements, et al to Rex Crosswhite and wife, Ruby Crosswhite dated Sept. 28, 1979 recorded in Volume 1205, Page 114 and a part of the .1903 acre of land described in a deed from Oma Waller Church and Mary Church to Rex Crosswhite dated July 24, 2001, recorded in Volume 4725, Page 887 (2001-0084401), all deeds of the Collin County Land Records, being described by metes and bounds as follows:

BEGINNING at an iron pin found at the southeast corner of said Lot 4 of said (Preston Branch), the northeast corner of Lot 3 and in the west line of Preston 455 Addition, Ref. V. J, P. 974;

THENCE South 88°27'58" West, 481.05 feet with the south line of said Lot 4 and the north line of said Lot 3 to an iron pin found at the southwest corner of said Lot 4 and the northwest corner of said Lot 3 and in the east R.O.W. line, curved to the left, of Farm Road No. 455, from which the radius center lies South 60°46'44" West, 363.31 feet;

Thence northwesterly with said curve to the left, an arc of 283.10 feet, around a central angle of 44°38'50" on a radius of 363.31 feet, with a chord of 275.99 feet which bears North 51°32'41" West, to an iron pin set in the north R.O.W. line in said curve and in the south line of said 12 acre tract;

Thence North 1°05'48" East, 779.83 feet to an iron pin set for a corner;

Thence South 89°42'18" East, 686.90 feet to an iron pin set in the west line of said PRESTON 455, the east line of PRESTON BRANCH in the east line of said 12.463 acre lot 5;

Thence South 0°17'42" West, coming to the north R.O.W. line of Shawnee Trail at 654.93 feet, a 50' R.O.W. Street in said PRESTON 455 ADDITION, in all 934.93 feet with the common line between said PRESTON BRANCH and PRESTON 455 and with the east line of said Lot 5 and Lot 4 to the PLACE OF BEGINNING and containing 14.500 acres of land, more or less, said Lot 4 and part of lot 5 being replated in Volume N, Page 63, Map and Plat Records, Collin County, Texas.



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: Glen Crossing Disbursement Agreement Amendment Resolution

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor to execute a “First Amendment to PID Disbursement Agreement Glen Crossing Public Improvement District Phase #2 Project” between the City of Celina, Texas and W/J CR 55 LP, a Texas Limited Partnership. (Glen Crossing PID Disbursement Agreement Amendment) (DeBuff)

Background Information:

This resolution updates the disbursement agreement with Glen Crossing West PID Phase #2 to allow developer to access developer's escrowed funds in order to satisfy requirements to access the remaining bond funds in escrow.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Proposed resolution and agreement

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY OF CELINA, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A "FIRST AMENDMENT TO PID DISBURSEMENT AGREEMENT GLEN CROSSING PUBLIC IMPROVEMENT DISTRICT PHASE #2 PROJECT" BETWEEN THE CITY OF CELINA, TEXAS AND W/J CR 55 LP, A TEXAS LIMITED PARTNERSHIP

WHEREAS, on April 12, 2016 the City Council (the "City Council") of the City of Celina, Texas (the "City") adopted Resolution No 2016-24R creating the G Bar 7 Public Improvement District; and

WHEREAS, on June 14, 2016 the City Council of the City adopted Resolution No 2016-31R changing the name of the district to the "Glen Crossing Public Improvement District" (the "District"); and

WHEREAS, the City has previously entered into that certain "PID Disbursement Agreement Glen Crossing Public Improvement District Phase #2 Project," effective November 13, 2018 (the "Disbursement Agreement") between the City and W/J CR 55 LP (the "Developer"); and

WHEREAS, the City desires to approve the "First Amendment to PID Disbursement Agreement Glen Crossing Public Improvement District Phase #2 Project" between the City and the Developer (the "Amendment"), in accordance with the provisions of the Disbursement Agreement, in order to permit continued development in the District; and

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

SECTION 1. The findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. The Amendment, which is attached hereto as Exhibit A, is approved and the Mayor is authorized to execute such Amendment on behalf of the City.

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

[Remainder of page intentionally left blank; signature page follows]

PASSED AND APPROVED, THIS THE 10th DAY OF MARCH 2020.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

EXHIBIT A
FIRST AMENDMENT TO PID DISBURSEMENT AGREEMENT

First Amendment to PID Disbursement Agreement Glen Crossing Public Improvement District Phase #2 Project

This First Amendment to the PID Disbursement Agreement Glen Crossing Public Improvement District Phase #2 Project (this "Amendment") is made effective as of the 10th day of March, 2020 (the "Effective Date"), and is by and between the City of Celina, Texas (the "City") and W/J CR 55 LP (the "Developer" and, collectively with the City, the "Parties").

RECITALS

WHEREAS, the Parties have previously entered into that certain "PID Disbursement Agreement Glen Crossing Public Improvement District Phase #2 Project," effective November 13, 2018 (the "Disbursement Agreement"); and

WHEREAS, the Disbursement Agreement permits amendments pursuant to written agreement of the Parties; and

WHEREAS, pursuant to the Disbursement Agreement, the Developer is required to satisfy certain conditions precedent before requesting and/or receiving a disbursement of funds in excess of those initially permitted by Section 2.2(b) that have been deposited into the Phase #2 Improvement Account of the Project Fund, created by the Bond Indenture; and

WHEREAS, pursuant to the terms of the Bond Indenture, the Developer deposited certain funds into the Developer Improvement Account of the Project Fund; and

WHEREAS, the Disbursement Agreement and the Bond Indenture each provide that all disbursements of funds will be made first, from the Phase #2 Improvement Account of the Project Fund until all funds in such account are depleted and then, next from the Developer Improvement Account of the Project Fund; and

WHEREAS, the Section 6.5(b) of the Bond Indenture provides that the disbursement of funds from the Phase #2 Improvement Account and the Developer Improvement Account of the Project Fund shall be pursuant to and in accordance with the disbursement procedures described in the Disbursement Agreement; and

WHEREAS, by amending the Disbursement Agreement, the City intends for the provisions set forth in this Amendment to control the sequence of disbursement of funds from the Developer Improvement Account and the Phase #2 Improvement Account; and

WHEREAS, due to these restrictions, the Developer is currently unable to access funds in either the Phase #2 Improvement Account or the Development Improvement Account; and

WHEREAS, the City and the Developer each agree that this Amendment to the Disbursement Agreement will allow the Developer to receive disbursements from only those funds already on deposit in the Developer Improvement Account and only to the extent that such funds are required to complete projects that would allow the Developer to satisfy the prerequisites to receiving additional disbursement from the Phase #2 Improvement Account as set forth in the Disbursement Agreement; and

WHEREAS, the City Council of the City finds that it is in the best interest of the City to allow the Developer to access funds in the Developer Improvement Account, prior to the

exhaustion of funds in the Phase #2 Improvement Account, in order to allow the Developer continue construction of projects within the District;

NOW THEREFORE, the Developer and the City hereby agree as follows:

Section 1. Recitals/Defined Terms.

The foregoing Recitals are true and correct in all material respects and are incorporated by referenced herein and made a part of this Amendment for all purposes. Unless otherwise defined in this Amendment, any capitalized terms used herein shall have the meanings given to them in the Disbursement Agreement.

Section 2. Amendment of Section 2.3(b) of the Disbursement Agreement.

Section 2.3(b) of the Disbursement Agreement is amended in its entirety to read as follows:

"Notwithstanding anything to the contrary in the Bond Indenture, disbursements made in accordance with this Agreement will be made as follows: (i) first, the initial \$3,872,350.27 to be disbursed shall be paid from the Phase #2 Improvement Account, (ii) second, until such time as the Developer is able to satisfy the requirements of Section 2.2(c) hereof, disbursements shall be paid from the Developer Improvement Account, (iii) third, once the Developer is able to satisfy the requirements of Section 2.2(c) hereof, disbursements shall be made from the Phase #2 Improvement Account, and (iv) finally, after such time as all funds in the Phase #2 Improvement Account are disbursed, disbursements shall be made from the Developer Improvement Account."

Section 3. Amendment of City Address.

The mailing address for the City provided in Section 3.1 of the Disbursement Agreement is amended as follows:

To the City:	Attn: City Manager City of Celina 142 N. Ohio Street, Celina, Texas, 75009 TEL: (972) 382-2682 FAX: (972) 382-3736
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Section 4. Ratification; Entire Agreement. The Disbursement Agreement, as amended by this Amendment, is hereby ratified and affirmed and continues in full force and effect. All terms of the Disbursement Agreement not modified by this Amendment remain in full form in effect.

Section 5. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same documents. All counterparts will be construed together and will constitute one and the same instrument.

Section 6. Effective Date. This Amendment is signed as of the date of the acknowledgment below, but shall be effective as of the Effective Date of this Amendment.

CITY OF CELINA, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

W/J CR 55 LP, a Texas limited partnership

By: W/J CELINA GP, LLC
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____



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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
Date: March 10, 2020
Re: Impact Fee Agreement for DNT ROW dedication by donation.

Action Requested:

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

Background Information:

In 2008, City staff negotiated agreements with the property owners along the proposed DNT alignment to dedicate a 400 foot parcel of land across their property for future right of way (ROW) for the construction of the North Dallas Tollway. In the agreements, a reverter provision was written stating that if the roadway was not under construction within 10 years, the proposed ROW would revert to the owner(s) or its successor(s). Therefore, each original donation agreement has since expired.

NTTA has stated that they are ready to begin construction of the first two lanes for the DNT from FM 428 to the north city limits. However, due to the reverter clause, the property in question has since reverted to the property owner and they have requested city assistance in acquiring the required ROW. In an effort to expedite construction of the DNT through the City of Celina, the City has agreed to provide impact fee credit to all property owners who agree to permanently donate the necessary ROW to NTTA. Because the DNT is identified on the Master Thoroughfare plan as a controlled access roadway, the construction of these roadways meets the requirements for impact fee credit.

Board Review/Citizen Input:

N/A

Alternatives:

Council could chose to not approve.

Financial Considerations:

The City has agreed to waive xxx in future impact fee credits. The city is not obligated to any current financial ash exchange.

Legal Review:

The city attorney has reviewed and approved the agreement.

Supporting Documents:

Original agreement
Revised Agreement
Proposed Metes and Bounds

Staff Recommendation:

Staff recommends approval of the impact fee agreement.



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 Date: March 10, 2020
 Re: Impact Fee Agreement for DNT ROW dedication by donation.

Action Requested:

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

Background Information:

In 2008, the King Family Trust entered into an agreement with The North Texas Tollway Authority to dedicate a 400 foot parcel of land across their property for future right of way (ROW) for the construction of the North Dallas Tollway. In the agreement, a reverter provision was written stating "if a contract or contracts for construction on the County Parcel of an all-weather road for public use has not been awarded by the 10th anniversary of the date the Special Warranty Deed is recorded in the Real Property Records of a county in which the donated property is located ... all right, title, and interest in and to the DNT parcel and to the improvements thereon, ... shall automatically revert to Owner or its successor(s)-in-title to the DNT Parcel.

NTTA has stated that they are ready to begin construction of the first two lanes for the DNT from FM 428 to the north city limits. However, due to the reverter clause, the property in question has since reverted to the property owner and they have requested city assistance. In an effort to expedite construction of the DNT through the City of Celina, the City has agreed to provide impact fee credit to all property owners who agree to permanently donate the necessary ROW to NTTA. Because the DNT is identified on the Master Thoroughfare plan as a controlled access roadway, the construction of these roadways meets the requirements for impact fee credit.

Board Review/Citizen Input:

N/A

Alternatives:

Council could chose to not approve.

Financial Considerations:

The City has agreed to waive xxx in future impact fee credits. The city is not obligated to any current financial transaction for cash exchange.

Legal Review:

The city attorney has reviewed and approved the agreement.

Supporting Documents:

Original agreement

Revised Agreement

Proposed Metes and Bounds

Staff Recommendation:

Staff recommends approval of the impact fee agreement.



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Tony Griggs, Chief
 Date: March 10, 2020
 Re: Police Vehicles

Action Requested:

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

Background Information:

Staff requests authorization to procure two Chevrolet Tahoe's and the respective equipment from the 2020 Capitol Acquisition Fund. The new units are enhancements to the Fleet.

Item	Estimated Price	Vendor	Contract
Chevy Tahoe	35,655.00	Caldwell Country Chevrolet	BuyBoard 601-19
Chevy Tahoe	33,905.00	Caldwell Country Chevrolet	BuyBoard 601-19
Misc. Equip & Installation	36,000.00	Priority Public Safety	City of Allen 2016013
Tablets	7,000.00	Dell	DIR
AIM Point	2,000.00	GT Distributors	Open Market
Binoculars	500.00		Open Market
Stalker Radar	8,000.00	Applied Concepts	HGAC
Shotgun	3,000.00	GT Distributors	Open Market
Cradle Point	3,000.00	GTS Technology	DIR-TSO-3652
Video / Camera	14,000.00	Watchguard	HGAC
Radios	1,200.00	Motorola	HGAC
Graphics	1,200.00	Mikes Glass	Open Market
	145,460.00		

The City maintains executed Interlocal Agreements with HGAC, BuyBoard, City of Allen, and the State of Texas Department of Information Resources (DIR).

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of purchase orders.

Supporting Documents:

Vehicle Quotes

Staff Recommendation:

Authorize the purchase of two vehicles and equipment

QUOTE# 00AA

CONTRACT PRICING WORKSHEET

End User: CITY OF CELINA			Contractor: CALDWELL COUNTRY CHEV		
Contact Name: SHEA SCOTT			CALDWELL COUNTRY CHEVROLET		
Email: SSCOTT@CELINA-TX.GOV			Prepared By: Averyt Knapp		
Phone #: 972-382-2121			Email: aknapp@caldwellcountry.com		
Fax #: 972-382-3879			Phone #: 800-299-7283 or 979-567-6116		
Location City & State: CELINA, TX			Fax #: 979-567-0853		
Date Prepared: MARCH 3, 2020			Address: P. O. Box 27, Caldwell, TX 77836		
Contract: BUY BOARD #601-19			Tax ID # 14-1856872		
Product Description: 2020 CHEVROLET TAHOE PPV 4X2 CC15706					
A Base Price & Options:					\$33,505
B Published Options					
Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT, PPV, 5.3L-V8, 6-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, CLOTH BUCKETS/VINYL REAR BENCH, FULL RUBBER FLOOR, AIR CONDITION FRONT AND REAR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SINGLE KEY SYSTEM, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH, REAR VISION CAMERA	INCL			
				CALDWELL COUNTRY CHEVROLET	
				PO BOX 27	
				CALDWELL, TEXAS 77836	
Subtotal B					
C Unpublished Options					
Code	Description	Cost		Description	Cost
Subtotal C					INCL

Attachment: Enhancement 1 (Police Vehicles)

D Other Price Adjustments (Installation, Delivery, Etc...)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	
Quantity Ordered	\$33,505
X	1
Subtotal E	\$33,505
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD	\$400
G. Color of Vehicle: BLACK	
H. Total Purchase Price (E+F)	
\$33,905	
Estimated Delivery Date:	UNITS IN STOCK

QUOTE# 00BB-B&W

CONTRACT PRICING WORKSHEET

End User: CITY OF CELINA			Contractor: CALDWELL COUNTRY CHEV		
Contact Name: SHEA SCOTT			CALDWELL COUNTRY CHEVROLET		
Email: SSCOTT@CELINA-TX.GOV			Prepared By: Averyt Knapp		
Phone #: 972-382-2121			Email: aknapp@caldwellcountry.com		
Fax #: 972-382-3879			Phone #: 800-299-7283 or 979-567-6116		
Location City & State: CELINA, TX			Fax #: 979-567-0853		
Date Prepared: MARCH 3, 2020			Address: P. O. Box 27, Caldwell, TX 77836		
Contract: BUY BOARD #601-19			Tax ID # 14-1856872		
Product Description: 2020 CHEVROLET TAHOE PPV 4X2 CC15706					
A Base Price & Options:					\$35,255
B Published Options					
Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT, PPV, 5.3L-V8, 6-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, CLOTH BUCKETS/VINYL REAR BENCH, FULL RUBBER FLOOR, AIR CONDITION FRONT AND REAR, AMFM-STEREO W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SINGLE KEY SYSTEM, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH, REAR VISION CAMERA, SPECIAL TWO TONE BLACK & WHITE W/WING	INCL			
				CALDWELL COUNTRY CHEVROLET	
				PO BOX 27	
				CALDWELL, TEXAS 77836	
Subtotal B					
C Unpublished Options					
Code	Description	Cost		Description	Cost

Attachment: Enhancement 2 (Police Vehicles)

Subtotal C		INCL
D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		
Quantity Ordered		\$35,255
X		1
Subtotal E		\$35,255
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD		\$400
G. Color of Vehicle: BLACK & WHITE (SPECIAL TWO TONE)		
H. Total Purchase Price (E+F)		\$35,655
Estimated Delivery Date:		UNITS IN STOCK



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan/AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Glen Crossing West Annexation

Action Requested:

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

Owner:

Celina 52 East LP
10210 N Central Expressway, Suite 300
Dallas, TX 75231

Background Information:

In October 2018, the City Council approved a Development Agreement for a single-family subdivision that outlined future annexation and development regulations for the property. The annexation ordinance will be considered for adoption concurrently with the Planned Development.

Board Review/Citizen Input:

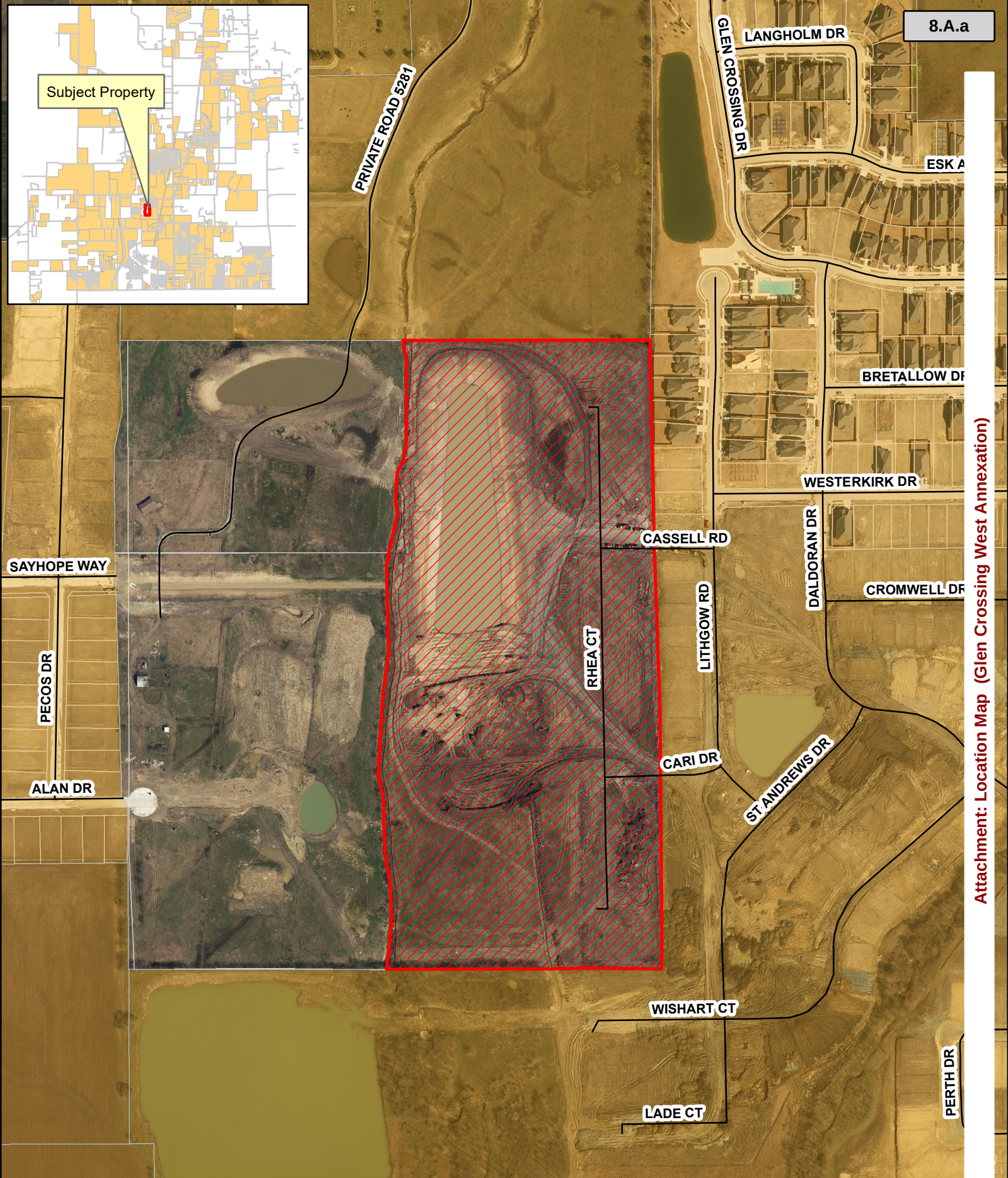
Notice of public hearing was published in *The Celina Record* on February 28, 2020.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval.



8.A.a

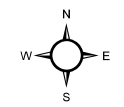
Attachment: Location Map (Glen Crossing West Annexation)



Location Map Glen Crossing West

Date: 2/4/2020

- Legend**
- Roads
 - GlenCrossingWest
 - City Limits
 - Parcels

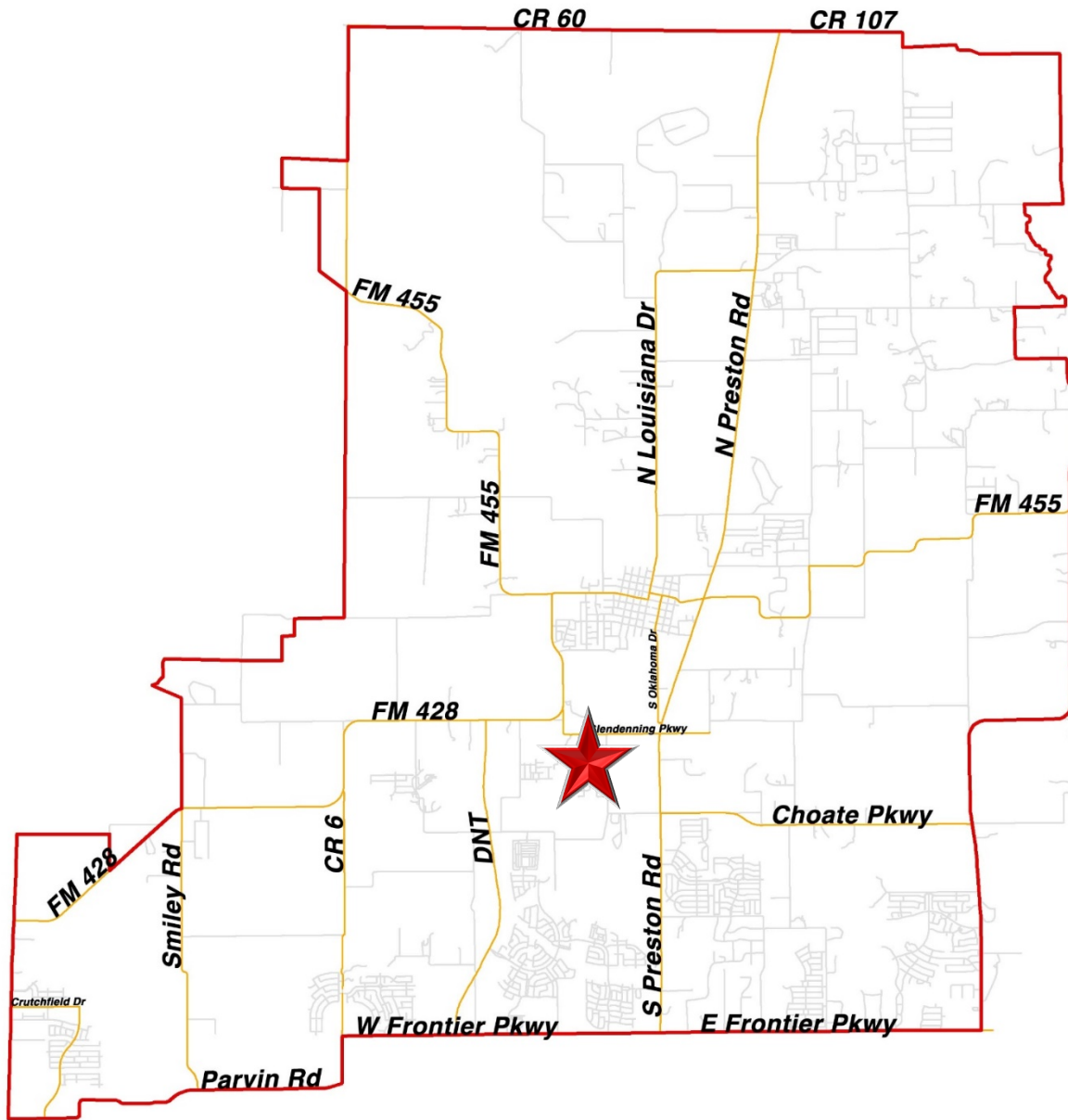


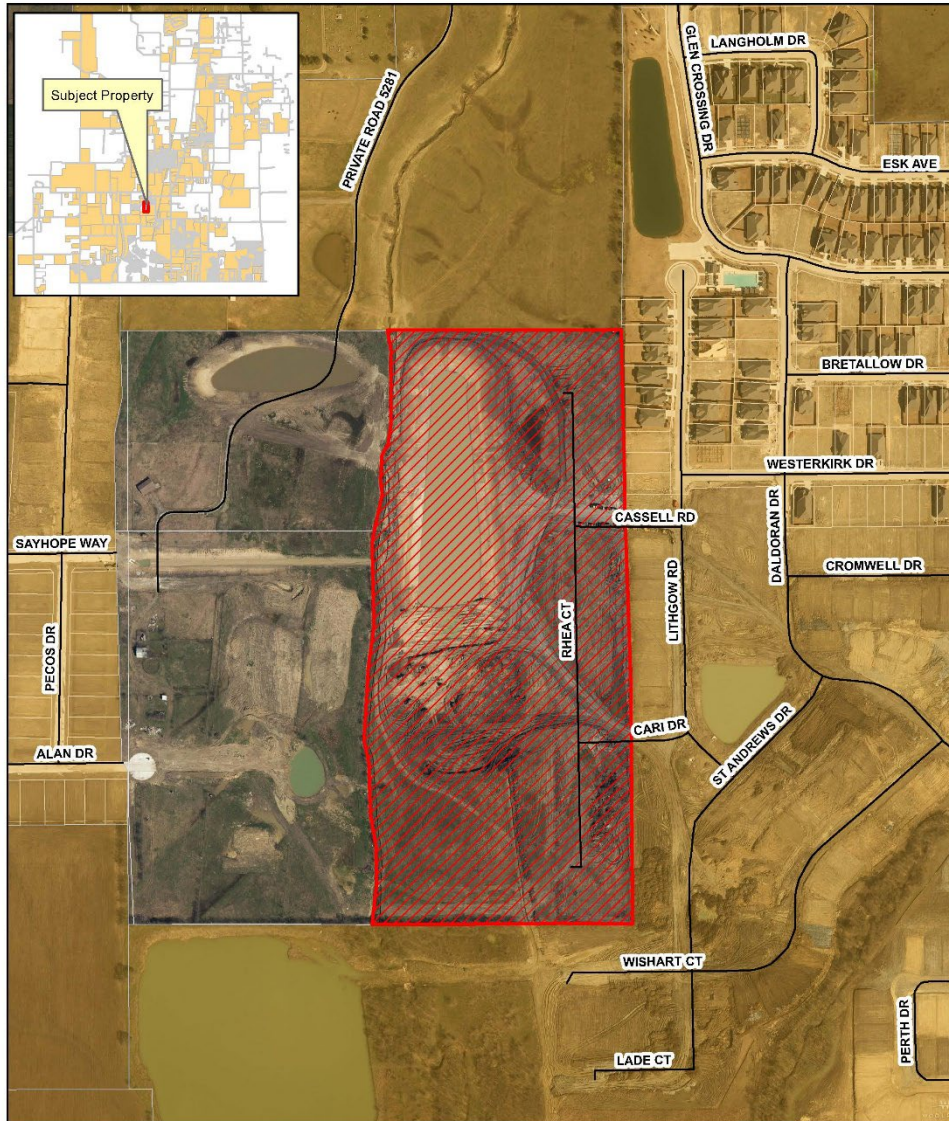
Glen Crossing West

Annexation and Planned Development

City Council

March 10, 2020





Location Map

The subject property is generally located south of Glendenning Parkway and west of Preston Road

Background

- The property is approximately 30 acres within the Extraterritorial Jurisdiction (ETJ)
- In October 2018, the City approved a Development Agreement (to expand Glen Crossing) for a single-family subdivision that also outlined the future annexation and development regulations for the subject property

Concept Plan



Project Overview

- The approved DA permitted a single-family subdivision with the base zoning of SF-R with 50' wide lots (6,000 sq. ft.)
- The DA required a trail system around the ponds to the west
- The proposed Planned Development is in conformance with the approved DA
- The Planned Development will be concurrently considered on tonight's agenda as the annexation ordinance is considered for adoption

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its February 18th regular meeting
- Staff recommends approval as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
GLEN CROSSING WEST PROPERTY C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 30 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED APPROXIMATELY 1,000 FEET SOUTH OF GLENDENING PARKWAY AND APPROXIMATELY 1,400 FEET WEST OF OLD LOG TRAIL AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 10th day of March, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

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

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 28st day of February, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, the annexation is in conformance with the existing Development Agreement approved and recorded on November 2018, which outlined the annexation and zoning; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

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

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

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

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **ANNEXATION OF AREA**

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

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

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of March, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Glen Crossing West Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal description of the land:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DEED TO CELINA 52 EAST, LP RECORDED IN INSTRUMENT NUMBER 20180131000124610 AND INSTRUMENT NUMBER 20180131000124590 OF THE COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT NUMBER 20180131000124590;

THENCE N 89°41'23" E, 353.39 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 89°45'48" E, 357.44 FEET TO THE CENTERLINE OF A CREEK FOR THE POINT OF BEGINNING;

THENCE WITH SAID CREEK THE FOLLOWING BEARINGS AND DISTANCES:

N 06°28'44" E, 119.62 FEET;
 N 01°07'33" W, 111.87 FEET;
 N 10°09'35" W, 88.74 FEET;
 N 02°01'22" W, 150.65 FEET;
 N 11°37'21" W, 71.30 FEET;
 N 03°31'47" E, 107.43 FEET;
 N 03°43'17" E, 101.49 FEET;
 N 07°40'26" E, 122.42 FEET;
 N 01°27'35" W, 244.55 FEET;
 N 11°58'04" E, 145.67 FEET;
 N 07°49'54" W, 35.13 FEET;
 N 02°58'33" E, 78.26 FEET;
 N 28°15'03" E, 37.04 FEET;
 N 08°09'12" E, 54.54 FEET;
 N 00°16'06" E, 217.96 FEET;
 N 10°40'38" W, 62.47 FEET TO THE NORTH LINE OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE N 89°57'10" W, DEPARTING SAID CREEK AT 18.52 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 693.52 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE S 00°45'37" E, 1018.06 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°30'37" E, 73.00 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°47'37" E, 500.20 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 15°49' W, 0.3 FEET;

THENCE S 00°05'23" W, 142.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT 20180131000124590;

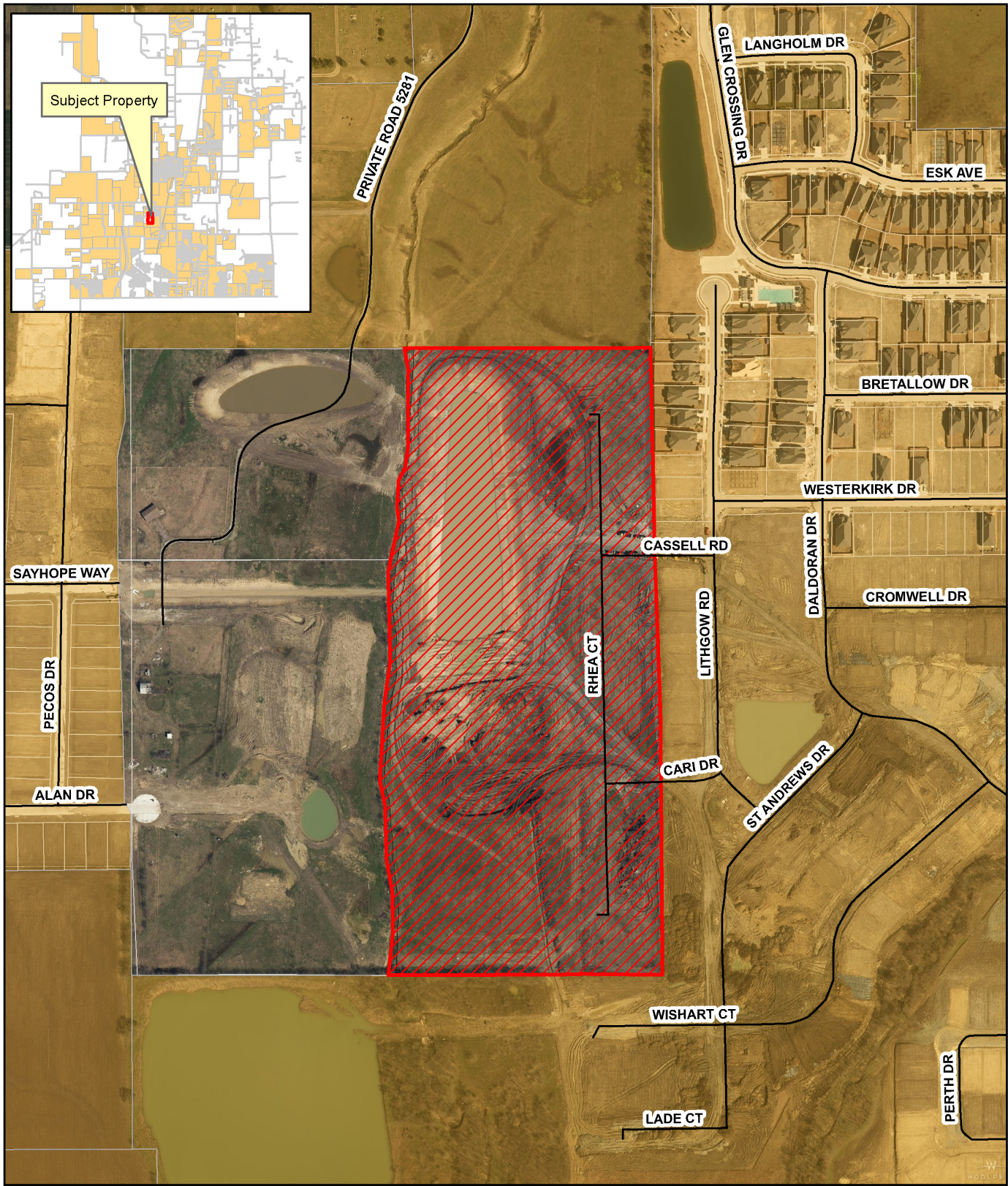
THENCE N 89°46'37" W, 216.40 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 65°09' W, 0.3 FEET;

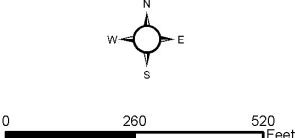
THENCE N 89°09'23" W, 96.60 FEET TO A 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "PELTON";

THENCE N 89°41'23" W, 300.00 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 30°58' W, 0.4 FEET;

THENCE N 89°45'48" W, AT 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 144.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,276,560 SQUARE FEET OR 29.306 ACRES OF LAND, MORE OR LESS.

Attachment: Draft Ordinance (Glen Crossing West Annexation)



 Life Connected.	Location Map Glen Crossing West Date: 2/4/2020	Legend - Roads - Glen Crossing/West - City Limits - Parcels	
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Attachment: Draft Ordinance (Glen Crossing West Annexation)

Exhibit “B”**Substance from body of executed Service Agreement for C-3 Annexed Property****A) SERVICE PLAN GENERALLY**

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

B) EMERGENCY SERVICES

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

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: Glen Crossing West Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by zoning approximately 30 acres of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 1,000 feet south of Glendenning Parkway and approximately 1,400 feet west of Old Log Trail. (Glen Crossing West Zoning) (Mohan)

Owner:

W/J CR 55 LP
 600 N. Pearl St., Suite 601
 Dallas, TX 75201

Background Information:

In October 2018, the City Council approved a Development Agreement for a single-family subdivision that outlined future annexation and development regulations for the property. The proposed Planned Development is in conformance with the approved DA. The PD is associated with concurrent annexation.

Board Review/Citizen Input:

At the February 18, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on February 21, 2020.

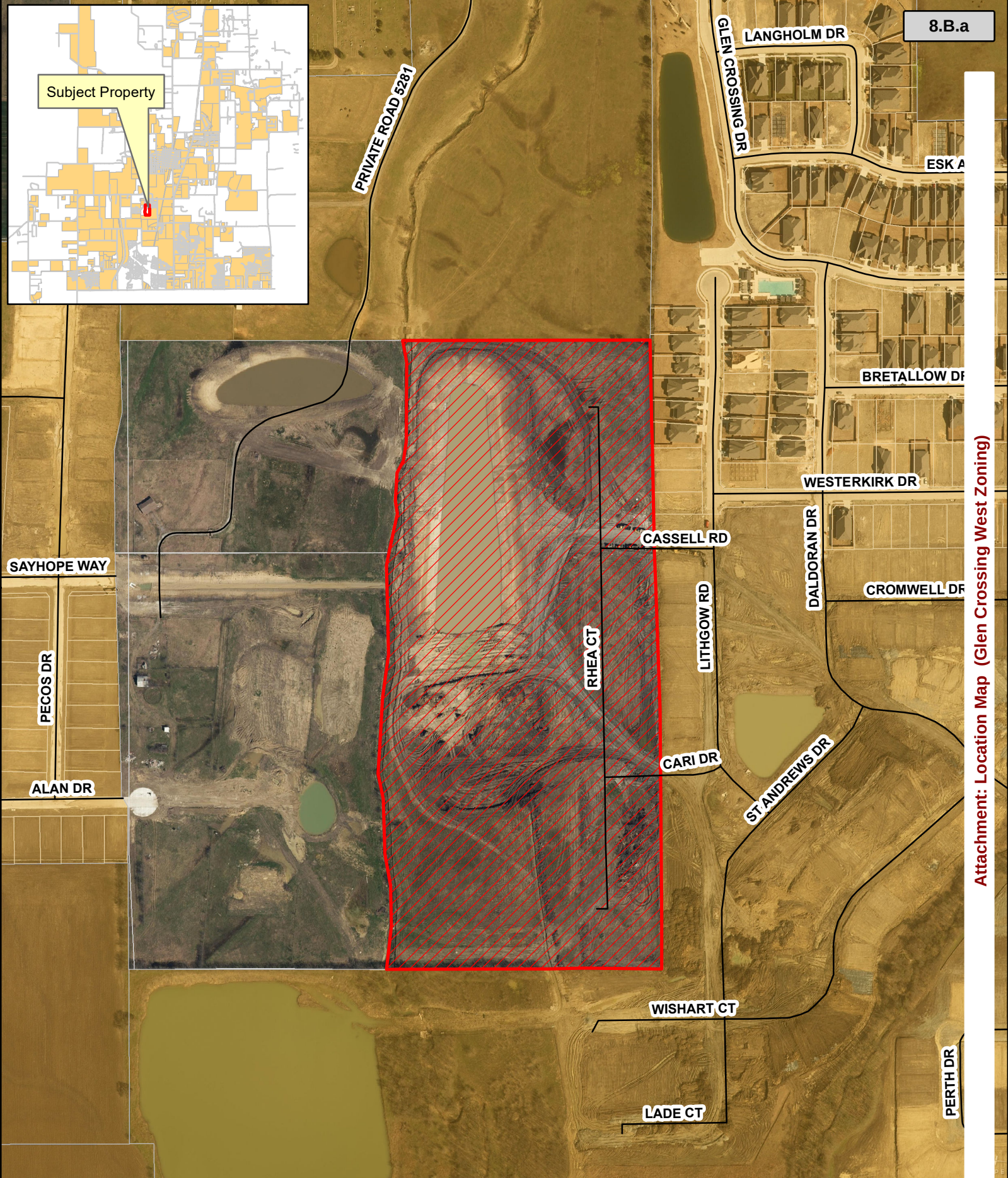
Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Glen Crossing West Zoning)

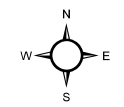
8.B.a



Location Map Glen Crossing West

Date: 2/4/2020

- Legend**
- Roads
 - GlenCrossingWest
 - City Limits
 - Parcels



**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
GLEN CROSSING WEST PD-103**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 30 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 1,000 FEET SOUTH OF GLENDENING PARKWAY AND APPROXIMATELY 1,400 FEET WEST OF OLD LOG TRAIL; AS DEPICTED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 103; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the zoning is in conformance with the existing Development Agreement approved and recorded on November 2018, which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically depicted in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the Concept Plan and Development Regulations set forth in Exhibit “B” and Exhibit “C”, respectively, and attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property

and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District No. 103 on a certain tract of land depicted in Exhibit “A.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land depicted in Exhibit “A” attached hereto and incorporated herein as PD No. 103, and incorporates the Concept Plan and Development Regulations set forth in Exhibit “B” and Exhibit “C”, respectively.

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6 **COMPLIANCE REQUIRED**

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

SECTION 7 **PENALTY**

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

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of March, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

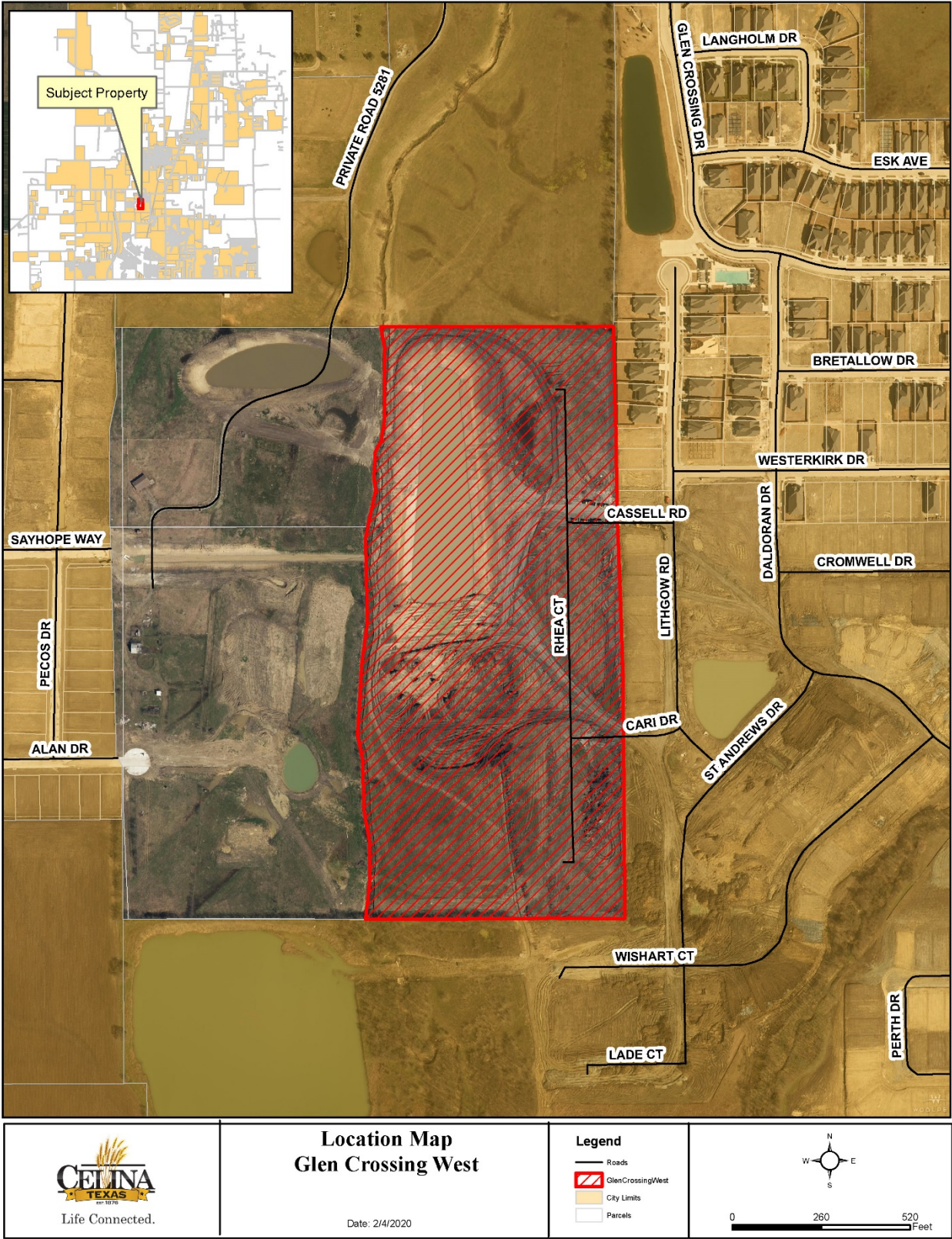
[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Glen Crossing West Zoning)

Exhibit "A"
Property Exhibit



Attachment: Draft Ordinance (Glen Crossing West Zoning)

Exhibit “B”
Concept Plan

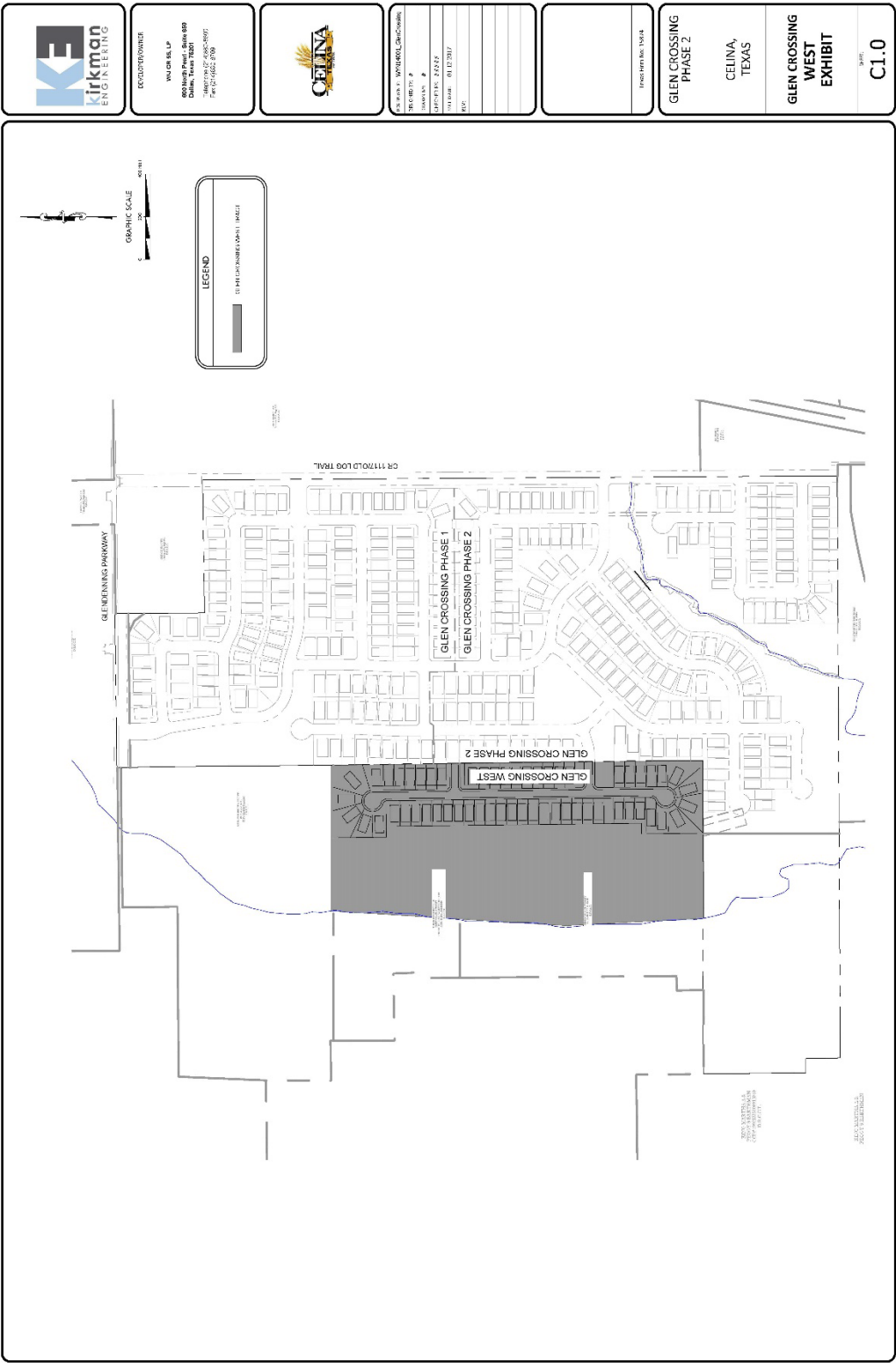


Exhibit “C” Development Regulations

DEFINITIONS

Any capitalized terms not defined below are per the definition as provided in the City of Celina Code of Ordinance Chapter 14.

Common Area: Any portion of the PD District that does not constitute a residential lot or street right-of-way and is owned by the Homeowners Association.

Covered Front Porch: An area of at least 50 square feet covered by the main roof or an architectural extension of the Main Structure.

Homeowner Association: An association governed by by-laws, deed restrictions, and architectural guidelines of the community. All lot owners will have mandatory membership in the homeowner association, which, among other things, will require financial obligations in the form of annual membership dues.

PD District Concept Plan (Exhibit B): The graphic plan for PD District that establishes and delineates the location of the respective Lot Types and is attached as Exhibit B.

Main Structure: The primary residence to be constructed on any Lot.

Open Space: Publicly accessible parks, greens, sports fields, natural flood plain, and tot lots, shall constitute Open Space.

Parkway: The area of right-of-way between the curb and the sidewalk in front of residential lots.

PD District: The land and/or lots contained within the legal boundaries identified in Exhibit A.

Shall: A term requiring compliance.

Should: A term encouraging compliance.

DEVELOPMENT REQUIREMENTS

GENERAL

The purpose of the proposed PD is to provide greater flexibility for single family detached development than is available under the approved PD #23 and the City of Celina Ordinances, Chapter 14. This zoning request to a PD (Planned Development District) in accordance with Sec. 14.03.031.

Single-Family

The base zoning for the proposed PD shall be “SF-R” (Single-Family Residential) district as it exists or may be amended. The following regulations shall also apply:

PERMISSABLE USES

The following uses shall be allowed: Agricultural Use – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries.

1. Residential Uses: Single-family detached dwellings
2. Community Facility Uses
 - A. Public and private parks;
 - B. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries;
 - C. Amenity centers
 - D. Landscaped Entry Features

3. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.
4. Manufactured and/or modular homes are prohibited in this PD district.
5. Accessory dwellings are prohibited in this PD district.

RESIDENTIAL DESIGN GUIDELINES

I. Lot Type:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (6,000) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
1. Height Regulations: No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof. Accessory structures shall not exceed twenty-five feet (25').
2. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Six thousand (6,000) square feet.
Lot Coverage:	The maximum shall not exceed sixty percent (60%).
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (1,700) square feet.
Front Yard:	Twenty feet (20') minimum. Key lots shall have 2 front yards. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front setback line in all instances.
Front Yard on Collector Streets:	Twenty five feet (25') minimum.
Rear Yard:	Ten feet (10') minimum.
Side Yard:	Five feet (5') minimum.
Side Yard Adjacent to Street:	Fifteen (15') minimum.
Lot Width:	Fifty feet typical (50'); forty feet (40') minimum (@ right-of-way) on cul-de-sac lots.
Lot Depth:	One hundred twenty feet (120') minimum.
Lot Depth (cul-de-sac lot):	Eighty-five (85') minimum.
Garage Orientation & Setback	Garages may face the street or be J-swing type. For garage doors facing the front of the street, garage setback shall be flush or setback from front of building. J-swing type garages may protrude up to five feet (5') into the front setback to ensure additional variations of homes.

II. Development and Design Standards

A. **Landscape Standards:** All development within this PD District shall comply with the following landscape standards:

1. Tree Requirements:

- i. Trees are required to be planted by the homebuilder in the front yard of all lots per the following schedule: two, 4" caliper tree, measured at 12 inches above ground and four shrubs, minimum of 5 gallon when planted.
- ii. Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E.

B. **Screening Standards:** All development within this PD District shall comply with the following minimum screening requirements:

- 1. Lots Adjacent to thoroughfares: 6' masonry wall
- 2. Lots Adjacent to minor arterials or collectors: 6' masonry wall
- 3. Lot Adjacent to open space or park land: 6' masonry wall or 6' wrought iron fence
- 4. 15' landscape bugger for all lots backing or siding to thoroughfares and collectors

C. **Amenities:** This PD District shall contain the following amenity features:

- 1. Private, Off-Street Hike/Bike Trail to connect to future public trail

MISCELLANEOUS

HOMEOWNERS ASSOCIATION

A Homeowner Association will be established as each residential parcel of land is developed. The PD shall contain one of multiple Homeowner Associations.

OPEN SPACE

The PD will contain 17 acres of open space including 16 acres of floodplain. Private open space shall be maintained by the Homeowner Association(s).



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Crosswood Creek Annexation

Action Requested:

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

Owner:

Craig James Enterprises Inc
12714 W FM 455
Celina, Texas 75009

Developer:

James Land & Development Company
102 E. Broadway Street, Suite 940
Prosper, TX 75078

Background Information:

In December 2018, the City Council approved a Development Agreement for a single-family subdivision that outlined future annexation and development regulations for the property. The annexation ordinance will be considered for adoption concurrently with the Planned Development.

Board Review/Citizen Input:

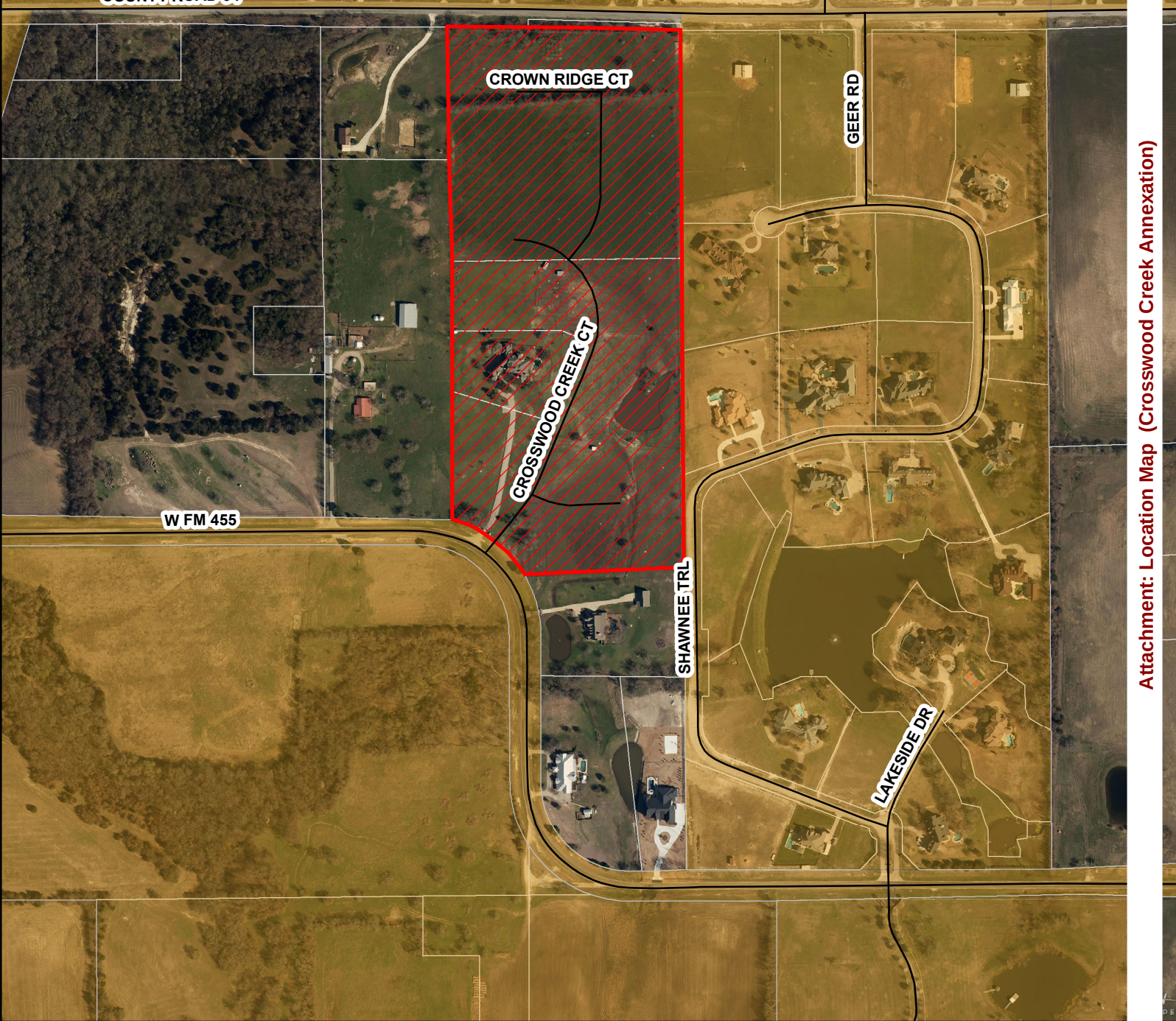
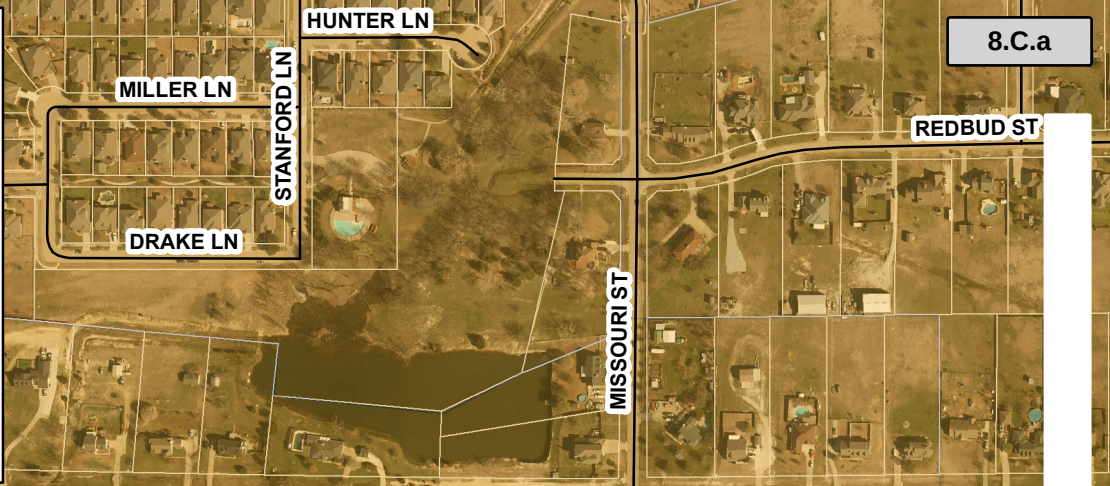
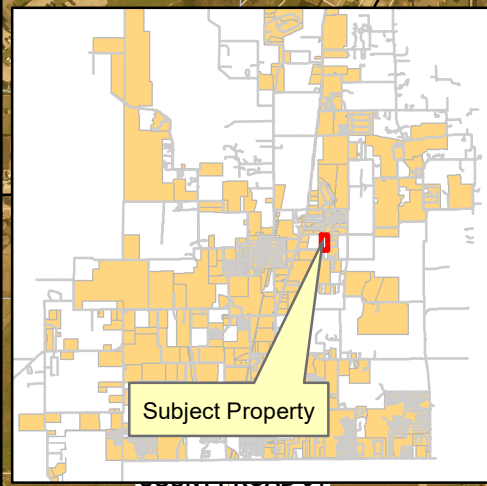
Notice of public hearing was published in *The Celina Record* on February 28, 2020.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

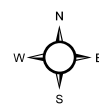
Staff recommends approval.



Attachment: Location Map (Crosswood Creek Annexation)

Legend

- Roads
- CrosswoodCreek
- City Limits
- Parcels



Crosswood Creek

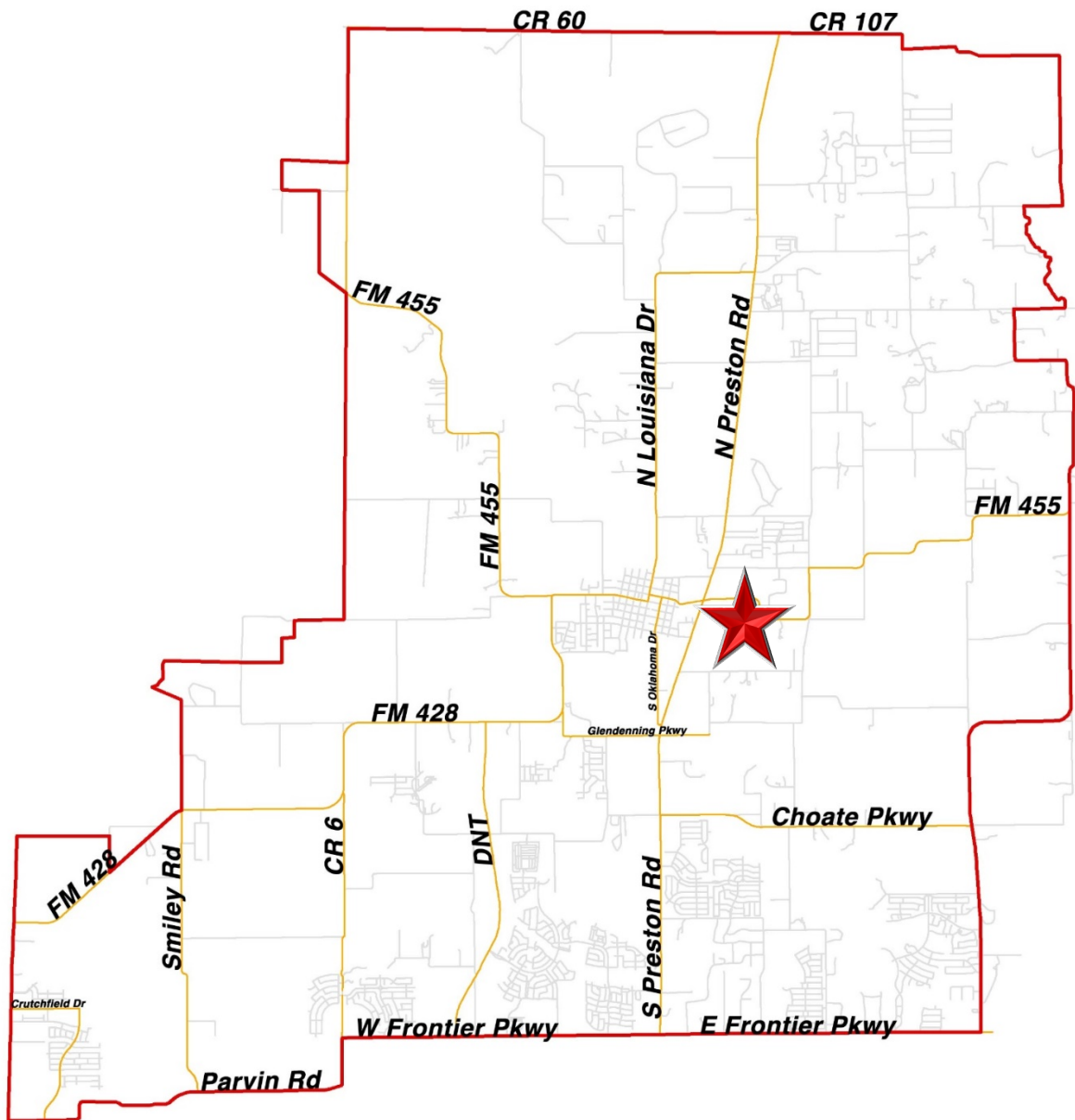
Annexation and Planned Development

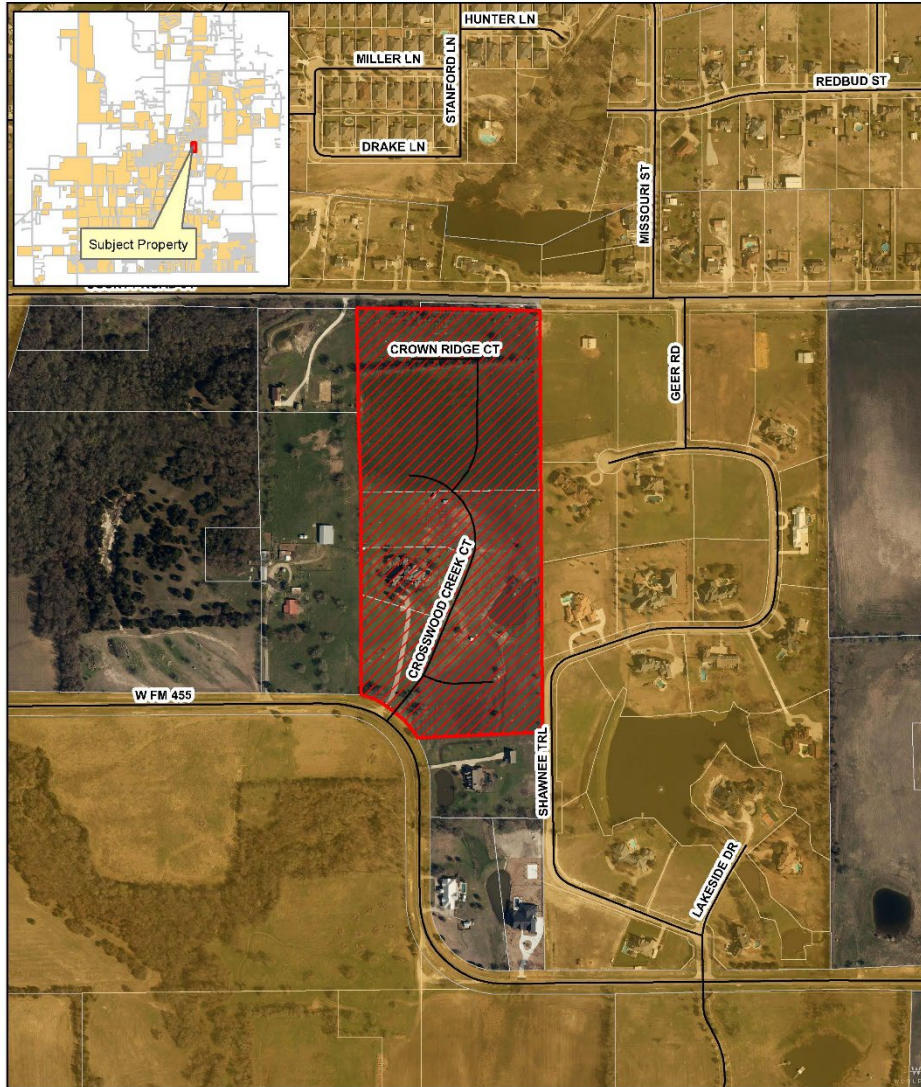
City Council

March 10, 2020

Attachment: Staff Presentation (Crosswood Creek Annexation)







Location Map

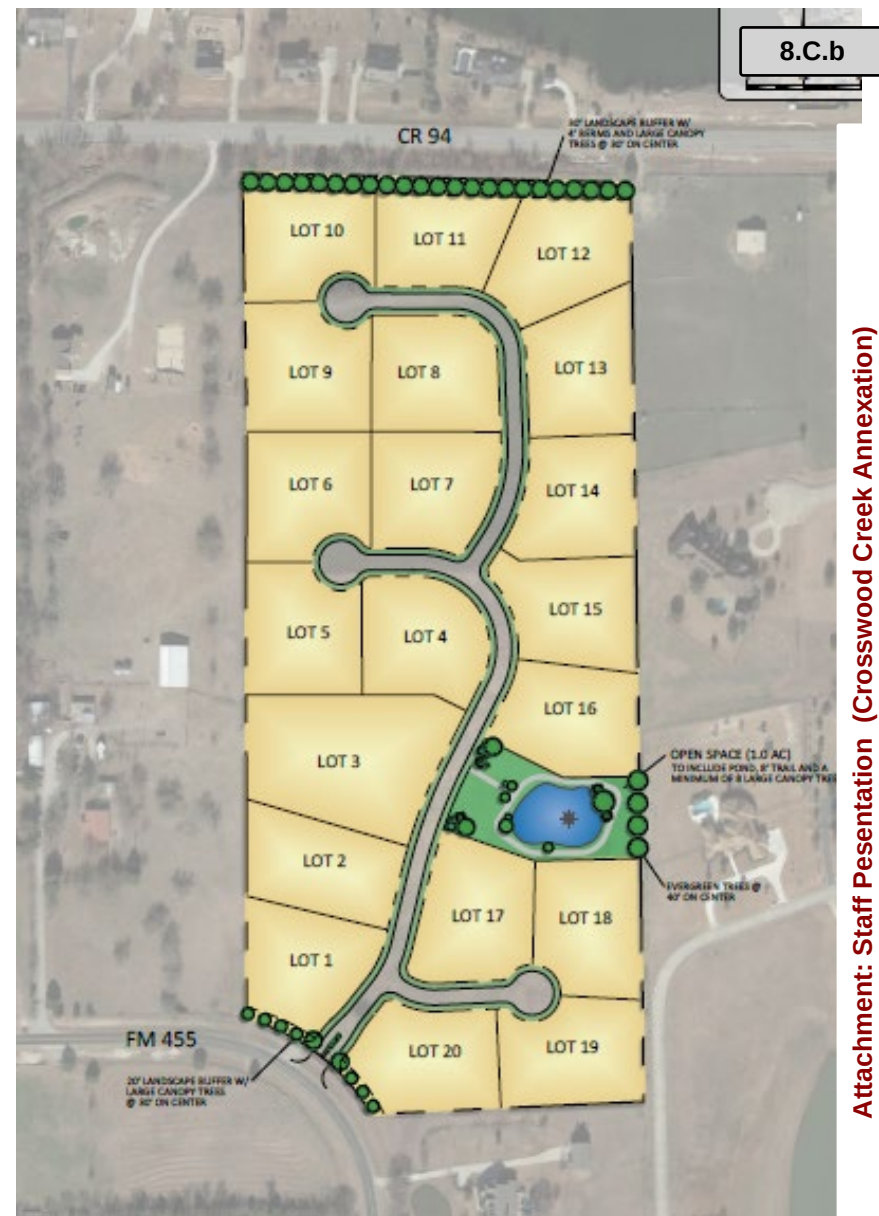
The subject property is generally located north of FM 455 and east of Preston Road

Background

- The property is approximately 26 acres within the Extraterritorial Jurisdiction (ETJ)
- In December 2018, the City approved a Development Agreement for an estate residential neighborhood that also outlined the future annexation and development regulations for the subject property

Attachment: Staff Presentation (Crosswood Creek Annexation)

Concept Plan



Attachment: Staff Presentation (Crosswood Creek Annexation)

Project Overview

- The approved DA permitted 20 one-acre lots and a 1-acre pond lot
- The proposed Planned Development is in conformance with the approved DA
- The Planned Development will be concurrently considered on tonight's agenda as the annexation ordinance is considered for adoption

P&Z Public Hearing

- One resident cited concerns about the Development Agreement (approved in 2018) that did not directly relate to the zoning request on the agenda

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its February 18th regular meeting
- Staff recommends approval of both the Annexation and Planned Development as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
CROSSWOOD CREEK C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 26 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED APPROXIMATELY 2,600 FEET EAST OF PRESTON ROAD AND NORTH OF FM 455 AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the on the 10th day of March, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

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

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 28st day of February, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, the annexation is in conformance with the existing Development Agreement approved and recorded on January 2019 which outlined the annexation and zoning, and modified on January 2020; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

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

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

Attachment: Draft Ordinance (Crosswood Creek Annexation)

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

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **ANNEXATION OF AREA**

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

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

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of March, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Crosswood Creek Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description – Tract 1

Situated in Collin County, Texas, in the Hugh C. Routh Survey, Abstract No. 765, in the J.K. Rice Survey, Abstract No. 767 and in the Collin County School Land Survey, Abstract No. 170, being a resurvey of a part of the 12.463 acre Lot 5 of Preston Branch Subdivision as recorded in Volume M, Page 613 of the Map and Plat Records of Collin County, a part of the 12 acres of land described in a deed from Venita E. Clements, et al to Rex Crosswhite and wife, Ruby Crosswhite dated September 28, 1979 recorded in Volume 1205, Page 114, Map and deed of the Collin County Land Records, being described by metes and bound as follows:

BEGINNING at an iron pin found at the northeast corner of said Lot 5 of said PRESTON BRANCH, the northwest corner of Lot 7 of PRESTON 455 ADDITION, Ref. V "J", P. 974 and in the south R.O.W. line of County Road No. 94;

Thence south 0°17'42" west, 684.37 feet with the common line between said Preston Branch and Preston 455, with the east line of said Lot 5 and with a fence to an iron pin found in said line and fence at the northeast corner of the Craig James 14.500 acres. Ref. V. 5024, P. 590;

Thence north 89°42'18" west, with a fence and the north line of said 14.500 acre tract passing an iron pin set in said north line and in the west line of said Lot 5 and the east line of said 12 acre tract at 464.05 feet and continuing in all 686.90 feet to an iron pin found at the northwest corner of said 14.500 acre tract;

Thence north 1°12'33" east, 310.31 feet to an iron pin found at the southwest corner of the Vernon Fleet 3.5 acres, Ref. Doc. No. 96-0033399 and an east line of said 12 acre tract;

Thence north, with the east line of said 3.5 acre tract, with a fence passing an iron pin found at 30 feet at the west, southwest corner of said Lot 5 and continuing with said east line and with the west line of said Lot 5 and with said fence in all 399.8 feet to an iron pin found at the northwest corner of said Lot 5, the northeast corner of said 3.5 acre tract and in said south R.O.W. line of County Road No. 94, same being a curve to the right from which the radius center lies South 2°09'05" west, 22858.0 feet;

Thence easterly with the north line of said Lot 5 and with said south R.O.W. line as follows:

With said curve to the right, an arc of 290.56 feet around a central angle of 0°43'42" and a chord of 290.56 feet which bears South 87°29'04" East to an iron pin set at the P.T. of said curve; South 87°07'13" East, 2.36 feet to an iron pin set at the P.C. of a curve to the left, from which the radius lies North 2°52'47" East, 22978 feet;

With said curve to the left, an arc of 391.57 feet around a central angle of 0°58'35" with a chord of 391.57 feet which bears South

87°36'31" East to the PLACE OF BEGINNING and containing 10.936 acres of land.

Legal Description – Tract 2

SITUATED in Collin County, Texas, in the Hugh C. Routh Survey, Abstract No. 765 and in the J.K. Rice Survey, Abstract No. 767, being a resurvey of the 7.0306 acre Lot 4, a part of the 12.463 acre Lot 5 of Preston Branch subdivision as recorded in Volume M, Page 613 of the Map and Plat Records of Collin County, a part of the 12 acres of land described in a deed from Venita E. Clements, et al to Rex Crosswhite and wife, Ruby Crosswhite dated Sept. 28, 1979 recorded in Volume 1205, Page 114 and a part of the .1903 acre of land described in a deed from Oma Waller Church and Mary Church to Rex Crosswhite dated July 24, 2001, recorded in Volume 4725, Page 887 (2001-0084401), all deeds of the Collin County Land Records, being described by metes and bounds as follows:

BEGINNING at an iron pin found at the southeast corner of said Lot 4 of said (Preston Branch), the northeast corner of Lot 3 and in the west line of Preston 455 Addition, Ref. V. J, P. 974;

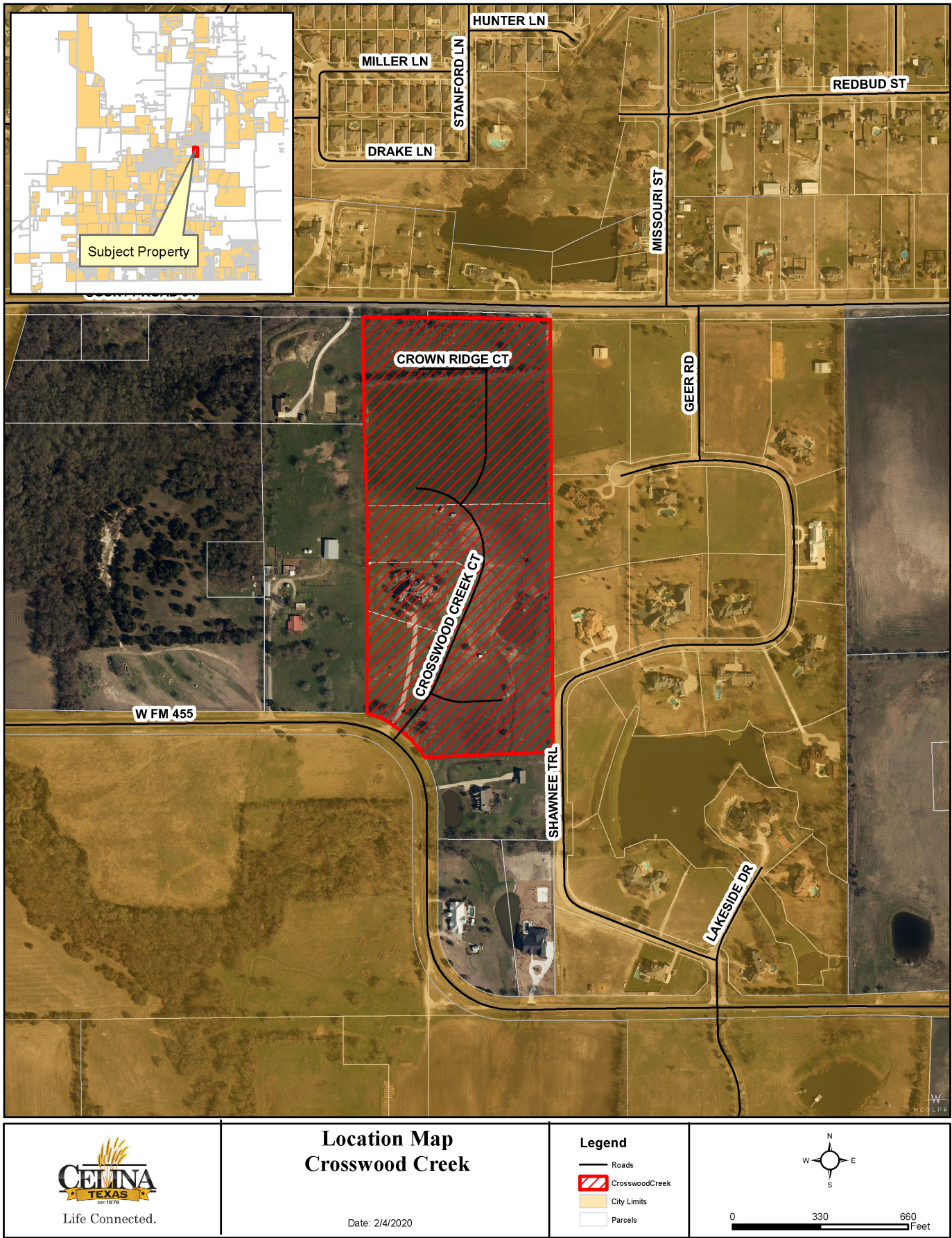
THENCE South $88^{\circ}27'58''$ West, 481.05 feet with the south line of said Lot 4 and the north line of said Lot 3 to an iron pin found at the southwest corner of said Lot 4 and the northwest corner of said Lot 3 and in the east R.O.W. line, curved to the left, of Farm Road No. 455, from which the radius center lies South $60^{\circ}46'44''$ West, 363.31 feet;

Thence northwesterly with said curve to the left, an arc of 283.10 feet, around a central angle of $44^{\circ}38'50''$ on a radius of 363.31 feet, with a chord of 275.99 feet which bears North $51^{\circ}32'41''$ West, to an iron pin set in the north R.O.W. line in said curve and in the south line of said 12 acre tract;

Thence North $1^{\circ}05'48''$ East, 779.83 feet to an iron pin set for a corner;

Thence South $89^{\circ}42'18''$ East, 686.90 feet to an iron pin set in the west line of said PRESTON 455, the east line of PRESTON BRANCH in the east line of said 12.463 acre lot 5;

Thence South $0^{\circ}17'42''$ West, coming to the north R.O.W. line of Shawnee Trail at 654.93 feet, a 50' R.O.W. Street in said PRESTON 455 ADDITION, in all 934.93 feet with the common line between said PRESTON BRANCH and PRESTON 455 and with the east line of said Lot 5 and Lot 4 to the PLACE OF BEGINNING and containing 14.500 acres of land, more or less, said Lot 4 and part of lot 5 being replated in Volume N, Page 63, Map and Plat Records, Collin County, Texas.



Attachment: Draft Ordinance (Crosswood Creek Annexation)

Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: Crosswood Creek Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by zoning approximately 26 acres of land to Planned Development (PD) with Single-Family Residential Estate District (SF-E) base zoning, generally located approximately 2,600 feet east of Preston Road and north of FM 455. (Crosswood Creek Zoning) (Mohan)

Owner:

James Land Development
 102 E Broadway St. Su.940
 Prosper, TX 75078

Background Information:

In December 2018, the City Council approved a Development Agreement for a single-family subdivision that outlined future annexation and development regulations for the property. The proposed Planned Development is in conformance with the approved DA. The PD is associated with concurrent annexation.

Board Review/Citizen Input:

At the February 18, 2020 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

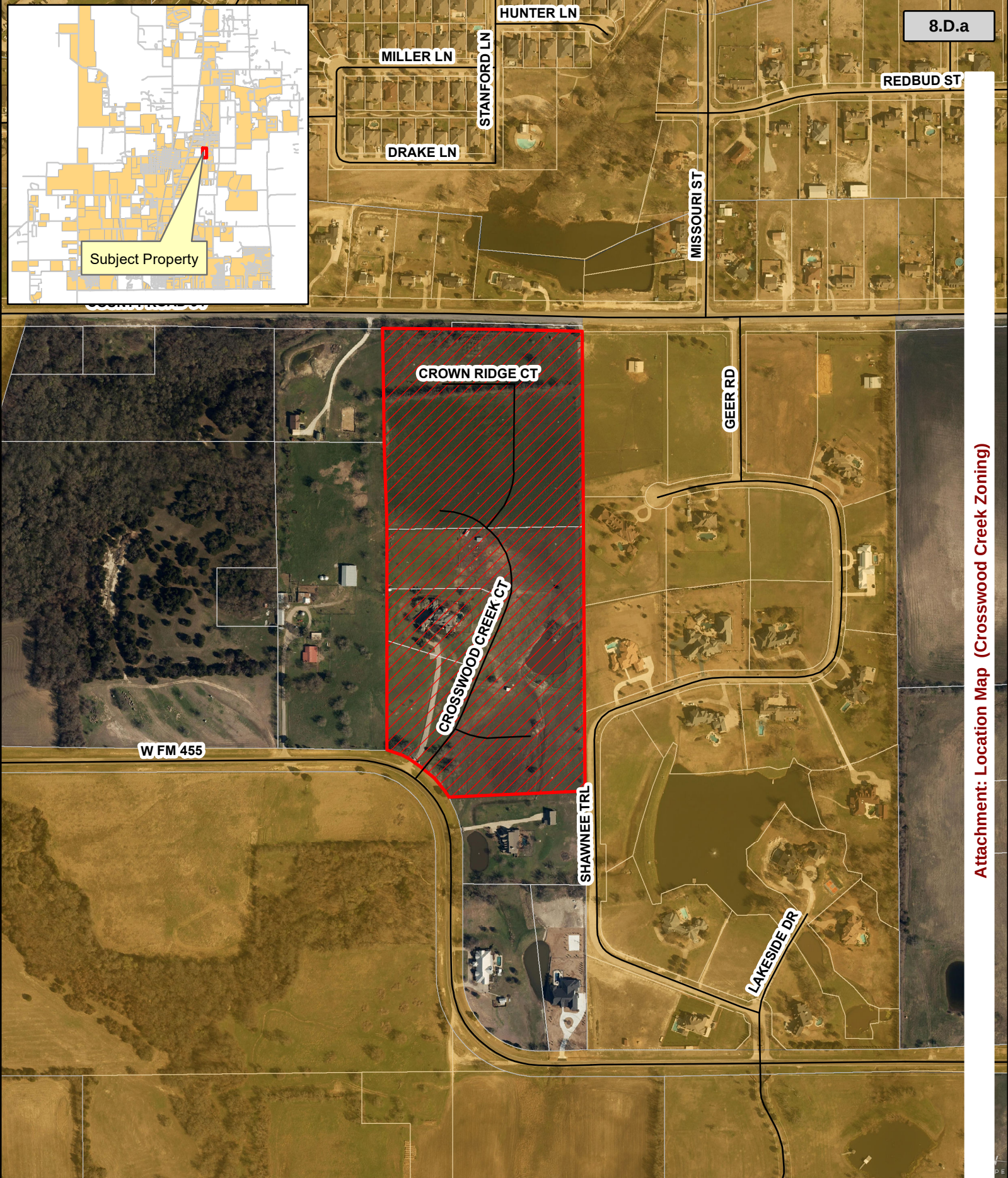
A notice of the public hearing was published in *The Celina Record* on February 21, 2020.

Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.



8.D.a

Attachment: Location Map (Crosswood Creek Zoning)



Location Map Crosswood Creek

Date: 2/4/2020

- Legend**
- Roads
 - CrosswoodCreek
 - City Limits
 - Parcels

Packet Pg. 283

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
CROSSWOOD CREEK PD-104**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 26 ACRE TRACT OF LAND LOCATED IN THE H. ROUTH SURVEY, ABSTRACT NO. 765, THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 170, AND THE J. RICE SURVEY, ABSTRACT NO. 767, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 2,600 FEET EAST OF PRESTON ROAD AND NORTH OF FM 455; AS DEPICTED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 104; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the zoning is in conformance with the existing Development Agreement approved and recorded on January 2019 which outlined the annexation and zoning, and modified on January 2020; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically depicted in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the Concept Plan and Development Regulations set forth in Exhibit “B” and Exhibit “C”, respectively, and attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District No. 104 on a certain tract of land depicted in Exhibit “A.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land depicted in Exhibit “A” attached hereto and incorporated herein as PD No. 104, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit “B” and Exhibit “C”.

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as

amended.

SECTION 7 **PENALTY**

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

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of March, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

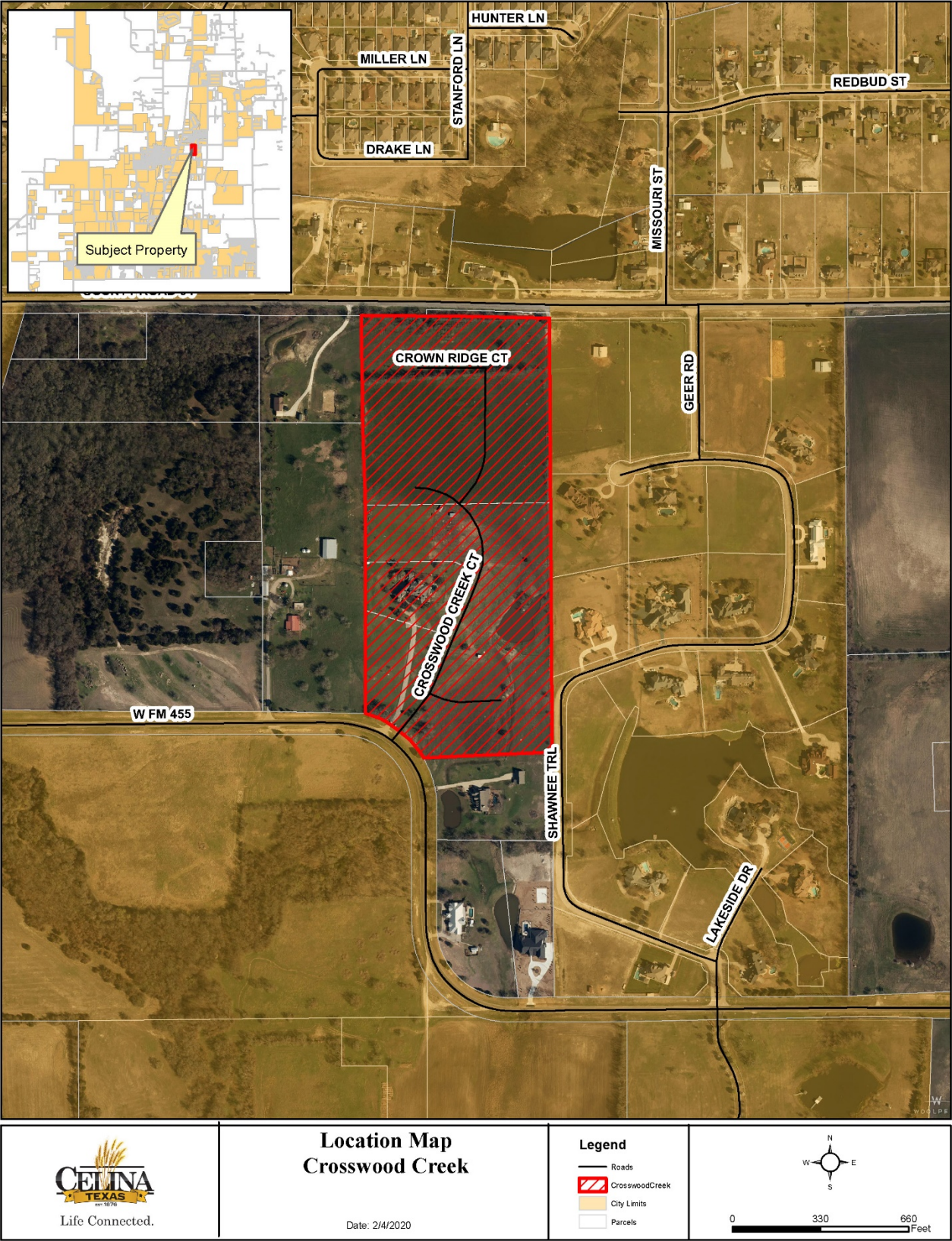
[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Crosswood Creek Zoning)

Exhibit "A"
Property Exhibit



Attachment: Draft Ordinance (Crosswood Creek Zoning)

Exhibit “B”
Concept Plan



Attachment: Draft Ordinance (Crosswood Creek Zoning)

Exhibit "C"

Development Regulations

1.0 PROJECT OVERVIEW

The purpose of these Development Regulations is to create a well-designed, environmentally sensitive community that creates open spaces and trails that link the various areas of the development to encourage and promote outdoor activity among the residents. The open space areas shown on the Concept Plan shall consist of existing corridors, and proposed usable open space dedication (dedicated to the HOA), trails, ornamental trees and shade trees. This development will promote a sense of community, environmental stewardship and a healthy and robust relationship with one's neighbors.

2.0 PROJECT LOCATION

The project is located on the north side of FM 455, approximately 2,600 feet east of Preston Road and abuts CR 94, future Lynn Stambaugh Parkway. The 25.44-acre property is comprised of the 10.936-acre Thompson Property and the 14.5-acre James Property and is situated in the J.K. Rice Survey, Abstract No. 767 in the City of Celina ETJ and Collin County, Texas as described in Exhibit A, Legal Description and as depicted graphically in Exhibit C, Concept Plan.

3.0 DEFINITIONS

Except as otherwise defined in this Agreement, terms used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, in effect on the effective date of this Agreement (the "Zoning Ordinance").

4.0 HOMEOWNERS/PROPERTY OWNERS ASSOCIATION

A homeowners association shall be established and shall be responsible for the ownership and maintenance of all common areas, including all private open space areas shown on the Concept Plan.

5.0 PROPOSED THOROUGHFARES/ACCESS/CROSS SECTIONS

FM 455 is not designated on the Thoroughfare Plan and will remain a two-lane country road. CR 94 (future Lynn Stambaugh Parkway) is shown on the Thoroughfare Plan as a four-lane divided minor arterial, is planned to be generally adjacent to the northern property line with associated right-of-way dedication. No access is proposed to CR 94. The one access point to the residential subdivision will be off FM 455.

Roadway development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Access Point: there shall be one primary access point located on the south boundary line of the Property providing access from FM 455.
2. Cul-de-Sac Length - No Minimum.
3. Rural Cross Section Roadways: roads and streets constructed within the Property may be constructed to drain into an underground storm sewer system or into bar ditches constructed alongside and adjacent to the roads and streets. Concrete streets shall be constructed with a minimum width of 26 feet and shall not be required to be bound by curbing.

6.0 LAND USES

The following uses are permitted by right except as otherwise noted:

1. Single-family estate detached - The layout for this planned development is shown on the Concept Plan, Exhibit C.
2. Temporary marketing and sales centers associated with the development of the property.
3. Temporary construction offices and storage yards associated with development of the property.
4. Public works related facilities necessary to serve the development.
5. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space.
6. Recreation/Amenity centers, pools, cabana buildings and/or locker/ changing rooms.
7. All other SF-E single family residential estate district uses as listed in the Zoning Ordinance, as it exists or may be amended.

7.0 CONCEPT PLAN

The concept plan calls for 20 one-acre lots and 1 one-acre Pond Lot. The amenity center lot will feature an aerated retention pond and trails.

8.0 FIRE

The Fire Department has approved the location of the single entrance to the subject property as there are fewer than twenty-nine lots, which is the threshold for the two point of access requirement.

9.0 DEVELOPMENT REGULATIONS

- 9.1 General Area regulations for residential uses are set forth in the table and notes below in this Section 9.0 which contain the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

Minimum Lot Size	43,560 SF
Maximum Building Height	60 feet
Minimum Front Yard Setback	20 feet
Minimum Dwelling Unit Size	4,100 SF
Maximum Lot Coverage (see Note 2)	No Maximum

1. The lot widths shall be measured along the arc of the front building line.
 2. Lot coverage is defined as the footprint of the primary residential structure, excluding, without limitation, patios (covered or uncovered), pools, driveways, sidewalks and other improvements which are not part of an enclosed building.
- 9.2 Subdivision Regulations. Development shall meet the standards as required in the Subdivision Regulations except as follows:
1. Access Point: there shall be one primary access point located on the south boundary line of the Property providing access from FM 455. A second access point providing access to and from CR 94 for emergency vehicles and personnel is not required so long as the total lot number remains below 30 lots.

2. Right-of-way dedication for CR 94 is required at time of platting.
3. Cul-de-Sac Length - No Minimum.
4. Roadways: A rural cross section is allowed and shall provide a minimum 50 foot wide right-of-way, with 26 feet of concrete, and may include bar ditches in lieu of curb and gutter.
5. A divided entry with a signature entry feature or other accentuated focal point to provide a sense of arrival and branding shall be provided at the FM 455 entrance and along FM 455 frontage.
6. No septic is allowed, as the subdivision shall connect to the City's sewer system.
7. Plat Extensions - Unless construction has commenced, plats expire two (2) years after approval, and construction plans expire one (1) year after approval.

10.0 RESIDENTIAL DESIGN GUIDELINES

1. Exterior building facades for residential structures shall abide by the governing architectural design standards of the City.
2. Every detached single-family residence shall have at least two enclosed parking spaces and two surface parking spaces.
3. Garage doors shall be placed according to the Zoning Ordinance, as it exists or may be amended.
4. No building shall exceed a height of more than 60 feet.
5. A minimum four large canopy trees is required per lot prior to issuance of a Certificate of Occupancy for a home.

11.0 OPEN SPACE & TRAILS

Open space and amenities shall be provided per the following:

1. All open space areas shall be owned and maintained by the HOA.
2. The Development shall provide a minimum 1 acre open space lot (Pond Lot), generally located per the Concept Plan with the existing pond, that is owned and maintained by the HOA.
3. The Pond Lot shall include a minimum eight foot wide pedestrian access trail to activate the pond area, the pond shall be aerated with a fountain, a minimum eight large canopy trees shall be planted on the Pond Lot, and additional large evergreen canopy trees shall be planted along the eastern property line of the Pond Lot spaced 40 feet on center.

12.0 PERIMETER SCREENING & LANDSCAPE BUFFERS

Landscape Buffer:

1. No landscape buffer shall be required adjacent to FM 455.
2. A minimum 30 foot wide landscape easement, to be installed and maintained by the HOA, that shall not be encroached upon by any improvements (e.g. pools, accessory structures, fences, etc.) shall be provided along CR 94. This landscape easement shall include four-foot tall earthen berms (maximum 4:1 slope) with large canopy trees generally spaced 30 feet on center along CR 94.

12.2 Screening:

1. Fencing within the planned development may include split-rail fencing.

2. No other screening fence requirements shall apply in order to promote the visual of rural, estate residential development.

13.0 DEVELOPMENT AMENITIES

1. A divided entry with landscaping and decorative fencing on both sides of the main entrance along FM 455 is planned.
2. An open space with trails and an amenitized, aerated retention area will be within the development.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: Celina Wedding Venue DA

Action Requested:

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

Owner:

Justin Motes
 1199 E. Sunset
 Celina, TX 75009

Applicant:

Peloton Land Solutions
 11000 Frisco Street, Suite 400
 Frisco, TX 75033

Background Information:

The proposed development agreement outlines the future annexation and development regulations for a wedding venue with an outdoor ceremony area, generally located east of Preston Road and south of Sunset Boulevard.

Board Review/Citizen Input:

At the February 18, 2020 Planning & Zoning Commission regular meeting, the Commission recommended denial (4-1) of the proposed Development Agreement.

A notice of the public hearing was published in *The Celina Record* on February 21, 2020.

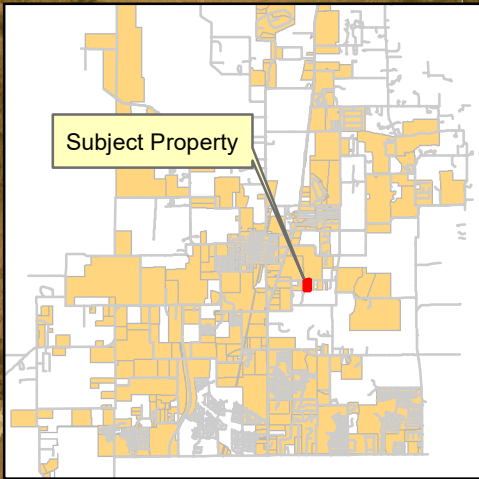
Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. One ETJ resident expressed her opposition for this item.

Supporting Documents:

- Location Map
- Staff Presentation
- Proposed Development Regulations

Staff Recommendation:

Staff recommends approval.



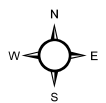
E SUNSET BLVD



Attachment: Location Map (Celina Wedding Venue DA)

Legend

- Roads
- Wedding Venue
- City Limits
- Parcels



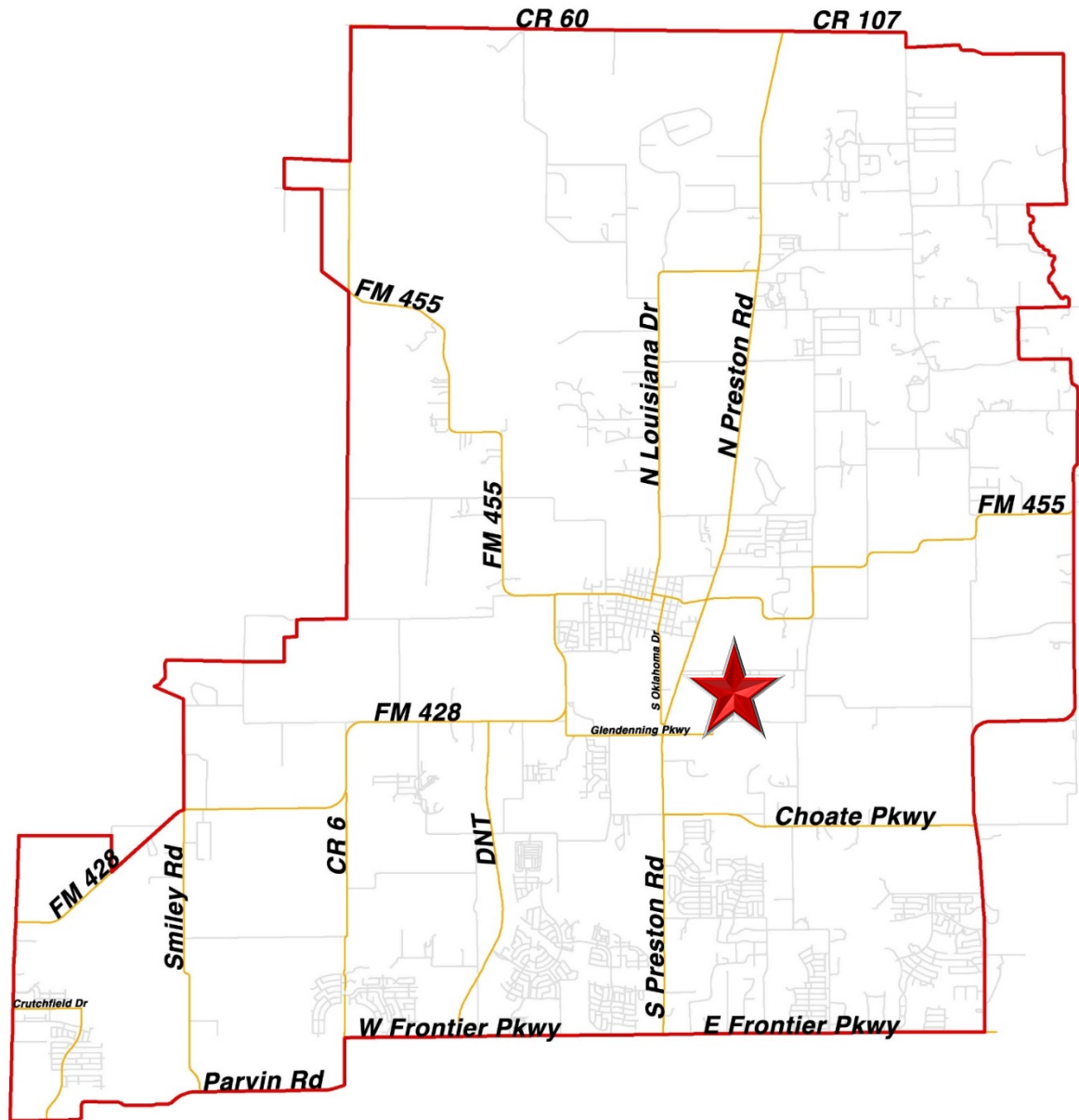
Wedding Venue

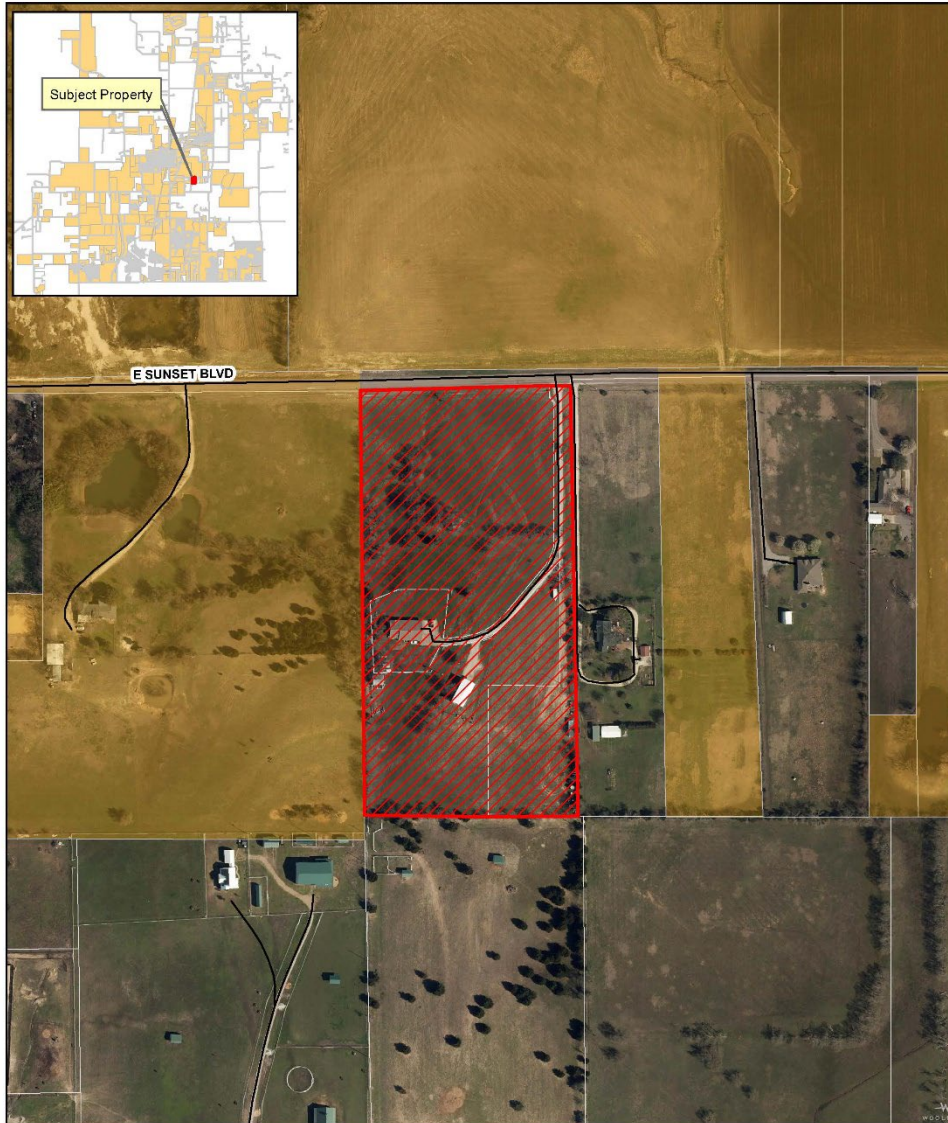
Development Agreement

City Council

March 10, 2020

Attachment: Staff Presentation (Celina Wedding Venue DA)





Location Map

The subject property is generally located south of Sunset Boulevard and between Preston Road and Coit Road

Attachment: Staff Presentation (Celina Wedding Venue DA)

Background

- The property is approximately 11 acres and is in the Extraterritorial Jurisdiction (ETJ)
- The applicant desires to develop a wedding venue
- The development agreement outlines the future annexation and development standards that apply to the property

Concept Plan



Attachment: Staff Presentation (Celina Wedding Venue DA)



Project Overview

- The applicant is proposing a wedding venue with an outdoor ceremony area and pond
- The three current parcels will be combined for the development
- The existing house will be demolished with Phase 1

Design Standards

The applicant agreed to the following:

- ROW dedication and landscape buffers
- 10' trail along Sunset Boulevard
- Entry feature and water feature for pond
- Concrete fire lane
- No outdoor music other than music associated with ceremonies
- Parking (gravel to concrete within 5 years of CO)

Policy Considerations

- Agritourism is a major theme of the City's long range goals
- A wedding venue provides many intangible benefits, such as unique visitors and complimentary businesses
- New ad-valorem base & sales tax
- The project includes annexation and zoning
- Sunset Boulevard is a future 4-lane roadway

P&Z Public Hearing

- One county resident voiced opposition to the proposed development agreement, citing concerns with the wedding venue's impact on adjacent property (noise, traffic, dust, etc.), that notifications were insufficient, and that a wedding venue on acreage did not meet the long range vision of the City.

Attachment: Staff Presentation (Celina Wedding Venue DA)

P&Z Recommendation

- The Planning & Zoning Commission recommended denial (4-1) of the proposed development agreement at its February 18th regular meeting
- A “super-majority” vote is not required for DAs

Notifications

- State law does not require notifications for agreements, yet the City mails notices to all city residents within 200' as a courtesy
- State law does not require a public hearing at P&Z (nor Council), yet the City conducts a public hearing at each out of an abundance of transparency
- The applicant voluntarily reached out to neighbors by initiating conversations with them ahead of the meetings, as requested by Staff
- The City installed a zoning sign on the property following P&Z to fill any remaining notification gaps
- Celina is the only city in the region doing the above

Noise

- Counties in Texas have no authority to regulate noise (only the bare minimum State law applies)
- The wedding venue, by virtue of being annexed, would be subject to the City's noise ordinance
- The agreement restricts noise even further by requiring all non-ceremony music to be conducted indoors within the venue
- This property will have more noise restrictions on it than any other tract in Celina

City Vision

- The Comprehensive Plan is in the process of being updated
- Wedding venues on acreage meet the Agritourism vision of the City
- The Sunset Boulevard corridor will support a wide range of land uses
- 11 acres of mostly open space is not an urban or even suburban project in terms of lot coverage
- Negotiated annexations are required by State law

The Project

- The agenda item is a development agreement (i.e. a contract negotiated between free will parties and not zoning)
- A wedding venue is an allowed land use today, as the county does not regulate land uses
- The proposed DA requires the applicant to meet all city standards, except for the few listed
- Denial does not necessarily terminate the project; approval ensures that it develops to a standard that today does not apply in the ETJ

Staff Recommendation

- Staff recommends approval as presented



DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between Peloton Land Solutions, (the “Developer”) and the **City of Celina** (the “City”), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (“Effective Date”).

ARTICLE I RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

WHEREAS, Justin Motes owns an approximately 9.60 acre tract of land, and Walter and Jayne Royall own an approximately 1.79 acre tract of land (referred to collectively as the “Property”); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (the “ETJ”) of the City and described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**; and

WHEREAS, the Developer intends to develop the Property as a wedding event venue; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the agreed concept plan (the “Concept Plan”), attached hereto as **Exhibit C**, and the development standards set forth in certain proposed development zoning standards (the “Development Standards”), which Development Standards are attached hereto as **Exhibit D**; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property (the “Public Infrastructure”); and

WHEREAS, the Parties agree that the City’s standard fees for development shall apply to the Property; and

WHEREAS, the City holds, or the Developer will pay fees to acquire, certificates of convenience and necessity (the “CCNs”) to provide retail water and wastewater service to the Property and the Parties intend for the City to provide water and wastewater service to the Property; and

WHEREAS, as the Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II **GENERAL TERMS AND DEFINITIONS**

The recitals to this Agreement are incorporated herein for all purposes. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the City Council of the City of Celina.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement.

Concept Plan means the concept plan as shown in **Exhibit C**.

Developer means Ivory Rose Estates, LLC.

Impact Fees means as defined in Chapter 395 of the Texas Local Government Code.

Park Fees means the fees paid in lieu of a donation of property to be used as a park.

Property means the real property described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means water, wastewater, drainage, roadway, lighting, irrigation and other public infrastructure necessary to serve the full development of the Property.

Technology Fees means the fees charged for telephone, cable, internet, or similar utility connections.

ARTICLE III **PUBLIC INFRASTRUCTURE**

3.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Developer in compliance with the City Regulations in effect on the Effective Date and the City's uniform engineering design standards in effect on the Effective Date. Construction and/or installation of Public Infrastructure

shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City. The following offsite improvements will be required as part of this development:

Right turn lane, left turn lane and median opening:

- Construction of median opening and left turn lane will be waived, but Developer shall dedicate any right-of-way needed in the future for construction of such improvements at no cost to the City. Once construction of Sunset Boulevard is underway, The Owner of the property will pay the City the cost for a median opening to provide access to their property not to exceed \$70,000.
- East bound right turn lane into sight per City Regulations to be constructed by Developer with project, or a written escrow agreement for construction costs can be entered by the Parties establishing terms, payments due dates (not to exceed five (5) years and remedies for nonpayment. Estimated cost not to exceed \$52,000.

Cross access to adjacent properties:

- Upon development of properties adjacent to the Property, Developer shall allow cross-access onto the Property from ingress and egress to Sunset and as required by the City Regulations.

Water:

- A CCN fee of \$1,750 per acre will be required to be paid to City by Developer within seven (7) days of annexation of the Property.

Street Lights:

- Developer to escrow \$8,600 with City for lighting prior to receiving a certificate of occupancy.

ROW Irrigation:

- Developer to escrow \$6,253 with City for irrigation prior to receiving a certificate of occupancy.

Sanitary Sewer:

- Developer may install a septic system to serve the Property only until such time as the City's sanitary sewer system is serving an adjacent property, then Developer shall immediately construct connections to the City's sanitary sewer system and cease use of the septic system. At no point prior to the five year anniversary of the execution of the agreement shall this connection to the public sewer system be required.

Fire Lanes and Fire Hydrants:

- All fire lanes required on the Property by City Regulations shall be concrete and meet the standards in the City Regulations.

- All fire hydrants required on, or adjacent to, the Property by City Regulations shall meet the standards in the City Regulations.

3.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations in effect on the Effective Date.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations in effect on the Effective Date.

(c) The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative, of any plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations in effect on the Effective Date.

(f) Demolition of all existing Structures. All structures existing on the Property shall be demolished by Developer and hauled away prior to Developer beginning construction on the Property.

3.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent

domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

3.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

ARTICLE IV DEVELOPMENT REGULATIONS

4.1 Full Compliance with City Regulations and Standards.

(a) Development of the Property shall be subject to, and in compliance with the City Regulations and uniform engineering design standards, as amended, except to the extent that the Concept Plan, attached as **Exhibit C** and the Development Standards, attached as **Exhibit D**, may vary from those terms, then the Concept Plan and the Development Standards shall control.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary and general layout of the project. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement.

(c) Developer acknowledges and agrees that the City Regulations include, among other things, the International Building Code and the International Fire Code, and that said international codes require, among other things, fire sprinklers and fire hydrants, which shall be constructed by the Developer.

4.2 Tree Preservation. All City Regulations related to tree preservation shall apply to the

Property and be complied with by Developer.

4.3 Parking. The Developer may use gravel for the Phase 1 parking area, but the gravel must be replaced with concrete on or before the fifth anniversary of the Effective Date. All other parking areas shall be concrete.

4.4 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE V

DEVELOPMENT PROCESS AND CHARGES

5.1 Development Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation Impact Fees, tap fees, Park Fees, Technology Fees, permit fees, outdoor warning device fees, development, revue and inspection fees and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

5.2 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND

CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

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

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

(B) THIS SECTION 5.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI **TERM**

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by June 30, 2020.

ARTICLE VII **ANNEXATION AND POST-ANNEXATION MATTERS**

7.1 Annexation. Within ten (10) days of being requested to do so by the City, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres

(together all acreage the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Petition Property, into the City's corporate limits. The annexation service plan for the Property shall be consistent with the terms of this Agreement. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property, within ten (10) days of being requested to do so. Upon annexation, the City shall provide police, fire, and emergency medical services in the same manner as provided to similarly situated property in the City limits. Developer acknowledges and agrees that this Section 7.1 was a material inducement for the City to enter into this Agreement with Developer.

7.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 7.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section.

7.3 Platting. The attached Concept Plan exhibit shall function and serve as an approved preliminary plat for the development, allowing for final plats and civil construction plans to be submitted without a preliminary plat. Developer expressly requests to waive the 30 and 15 day timing requirements in Chapter 212 of the Texas Local Government Code and the City approves of Developers request for the waiver.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received notice under this Section 8.1 cannot cure an alleged failure to perform within 30 days after receipt of written notice, such Party shall give written notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written notice of the alleged failure has been given.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in

equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX

ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. An assignee shall be considered a “Party” for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party’s sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

9.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a “Party” for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a “Developer” and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.3 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

9.4 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Developer.

ARTICLE X

RECORDATION

This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of the county in which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this shall not negate any obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

ARTICLE XI

ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
Email: jlaumer@celina-tx.gov

With a copy to:

Attn: Julie Fort
Messer, Rockefeller & Fort, PLLC
6371 Preston Road, Suite 200

Frisco, Texas 75034
 Email: julie@txmunicipallaw.com

With a copy to: Attn: Lance Vanzant
 Hayes, Berry, White & Vanzant, LLP
 201 Preston Road, Suite 106
 Celina, Texas 75009
 Email: lvanzant@hbwvllaw.com

To the Developer: Attn: Ivory Rose Estates, LLC
 1199 E. Sunset
 Celina, TX 75009

With a copy to: Justin Motes
 1199 E. Sunset
 Celina, TX 75009

With a copy to: Walter and Jayne Royall
 1199 E. Sunset
 Celina, TX 75009

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this

Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of Property
Exhibit B	Survey /depiction of Property
Exhibit C	Concept Plan
Exhibit D	Development Standards

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for City

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2020 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Proposed Development Agreement (Celina Wedding Venue DA)

DEVELOPER:

Ivory Rose Estates, LLC

By: _____

Name: Justin Motes

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

§

This instrument was acknowledged before me on the ____ day of _____, 2020 by Justin Motes,
on behalf of Ivory Rose Estates, LLC.

(SEAL)

Notary Public, State of Texas_____
Name printed or typed

Commission Expires: _____

EXHIBIT A

Legal Description

Situated in Collin County, Texas, in the Collin County School Land Survey, Abstract No. 167, and being a re-survey of all of a tract of land as described in a deed from Caroline Wadsworth Harris to Christopher J. Frederickson and wife, Mary H. Frederickson and recorded in Volume 1130, Page 54 of the Collin County Deed Records and being more fully described as follows:

BEGINNING at a $\frac{1}{4}$ inch iron rod found in the Northeast corner of the said tract. Said iron rod also being in the center line of County Road No. 91.

THENCE South 00 deg. 15 min. 33 sec. West with the East line of the said tract a distance of 1020.83 feet to a $\frac{1}{4}$ inch iron rod set in the Southeast corner of the said tract. Said iron rod bears South 89 deg. 01 min. 48 sec. East a distance of 1.75 feet from the center of a wood corner fence post in the South line of the said tract.

THENCE North 89 deg. 01 min. 48 sec. West with the South line of the said tract and along and near a fence line a distance of 487.60 feet to a 1 inch pinched iron pipe found on the East side of a wood corner fence post. Said iron pipe being the Southwest corner of the said tract.

THENCE North 00 deg. 14 min. 00 sec. East with the West line of the said tract and along and near a fence line a distance of 1012.91 feet to a $\frac{1}{4}$ inch iron rod in the center line of County Road No. 91. Said iron rod also being the Northwest corner of the said tract.

THENCE South 89 deg. 57 min. 39 sec. East with the North line of the said tract and the center line of County Road No. 91 a distance of 488.02 feet to the place of beginning and containing 11.387 acres of land.

Attachment: Proposed Development Agreement (Celina Wedding Venue DA)

EXHIBIT B
Survey/Depiction of Property

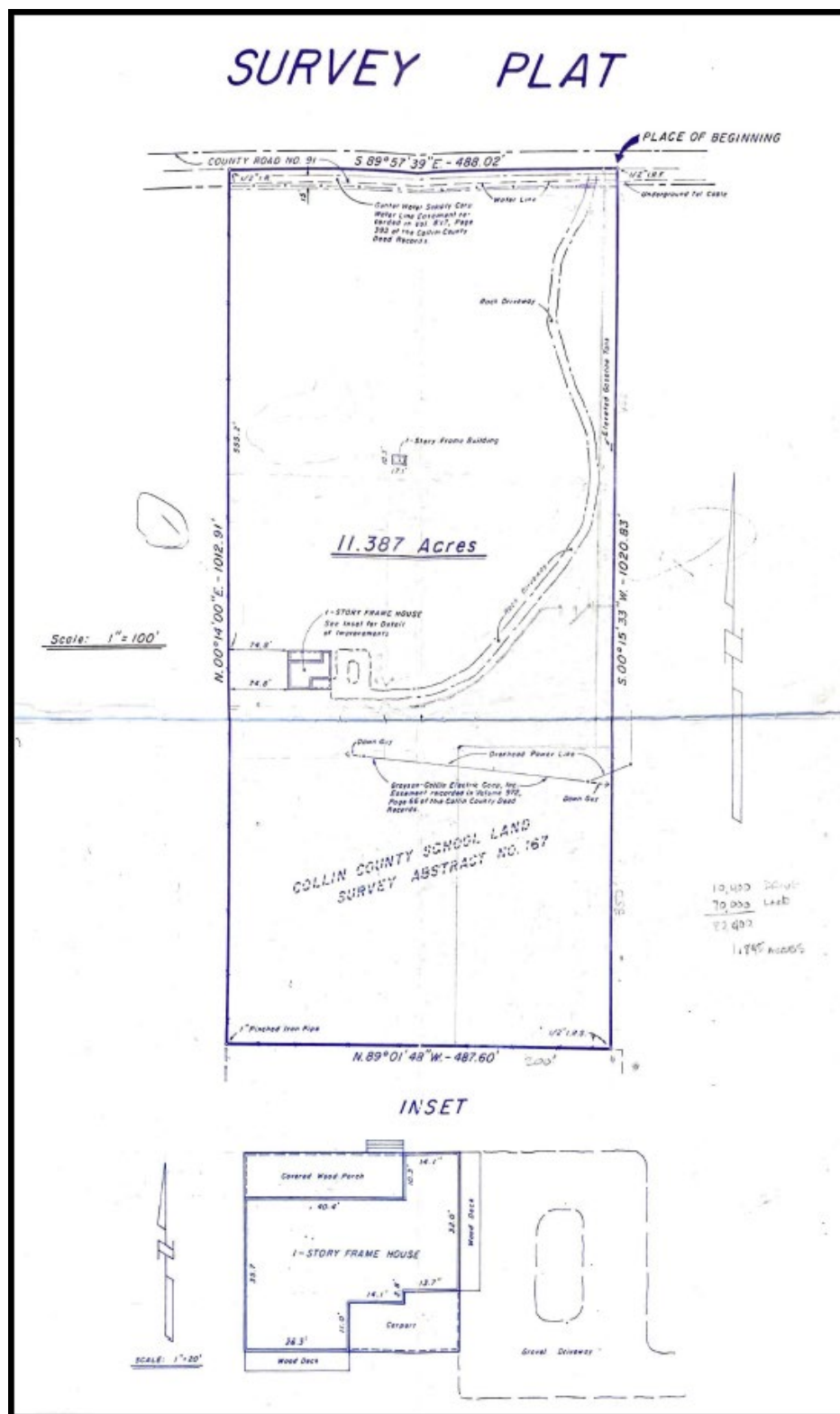


EXHIBIT C

Concept Plan



Attachment: Proposed Development Agreement (Celina Wedding Venue DA)

EXHIBIT D

Development Standards

BASE ZONING

The base zoning shall be Commercial (C), with the added use of “Wedding Venue and associated secondary land uses.”

CONCEPT PLAN

The subject property may be phased and shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of buildings, parking lots, driveway entrances, and other site layout features, all of which can be adjusted for pragmatic purposes at time of permitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services.

LANDSCAPING

1. Sunset Boulevard: Large Canopy Trees required at 1:40; Small Ornamental Trees required at 1:40 within a 30’ landscape easement.
2. A 20’ landscape buffer is required on all three perimeters (east, west, and south).
3. For the first 100 feet (on both side perimeters east & west): Large Canopy Trees required at 1:40; Small Ornamental Trees required at 1:40
4. Along Interior Parking Areas: Evergreen Large Canopy Trees required at 1:40 on the western and southern sides.
5. Perimeter Pond Trees: Apply per the base Zoning Ordinance if existing canopy is removed at time of permitting & construction.

TRAILS

A 10’ trail is required per the Master Trails Plan along Sunset Boulevard, and may be escrowed.

ARCHITECTURE

The subject property is an architecturally, historically, and culturally significant and shall abide by the City’s architectural standards, as may be amended. The architecture of the venue shall be consistent across all structures. It is also permitted for the project to follow a consistent architectural style that may be inconsistent with the base Zoning Ordinance, although meeting its intent (e.g. Hill Country look; colonial style). In all cases, exterior finishing material shall not be wood or metal.

ACCESS AND RIGHT OF WAY

1. A 50’ right-of-way dedication is required on Sunset Boulevard.
2. At time of platting, an easement or notation shall be provided that guarantees cross-access to the adjacent properties. This access does not have to be constructed by the Property if the Property develops first. The final location shall be a mutually agreeable location among all parties involved.

OTHER DESIGN STANDARDS

1. No outdoor music other than music associated with ceremonies is permitted. All non-ceremonial reception music must be indoors (inside the venue only).
2. An entry feature is required at the front entrance to provide a sense of arrival.
3. A water feature (fountain or comparable) is required for the pond.
4. Sufficient parking shall be provided on-site for the land use.
5. Concrete fire lane is required for all vertical structures.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: Ousley DA

Action Requested:

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

Owner:

Ousley Jon Cox Family Partnership LTD
 3908 Trisha Val Court
 Arlington, TX 76016

Background Information:

The proposed Development Agreement outlines the property's future annexation and development regulations, generally located north of FM 455 and east of Preston Road.

Board Review/Citizen Input:

At the February 18, 2020 Planning & Zoning Commission regular meeting, the Commission voted 4 to 1 to recommend approval of the request.

A notice of the public hearing was published in *The Celina Record* on February 21, 2020.

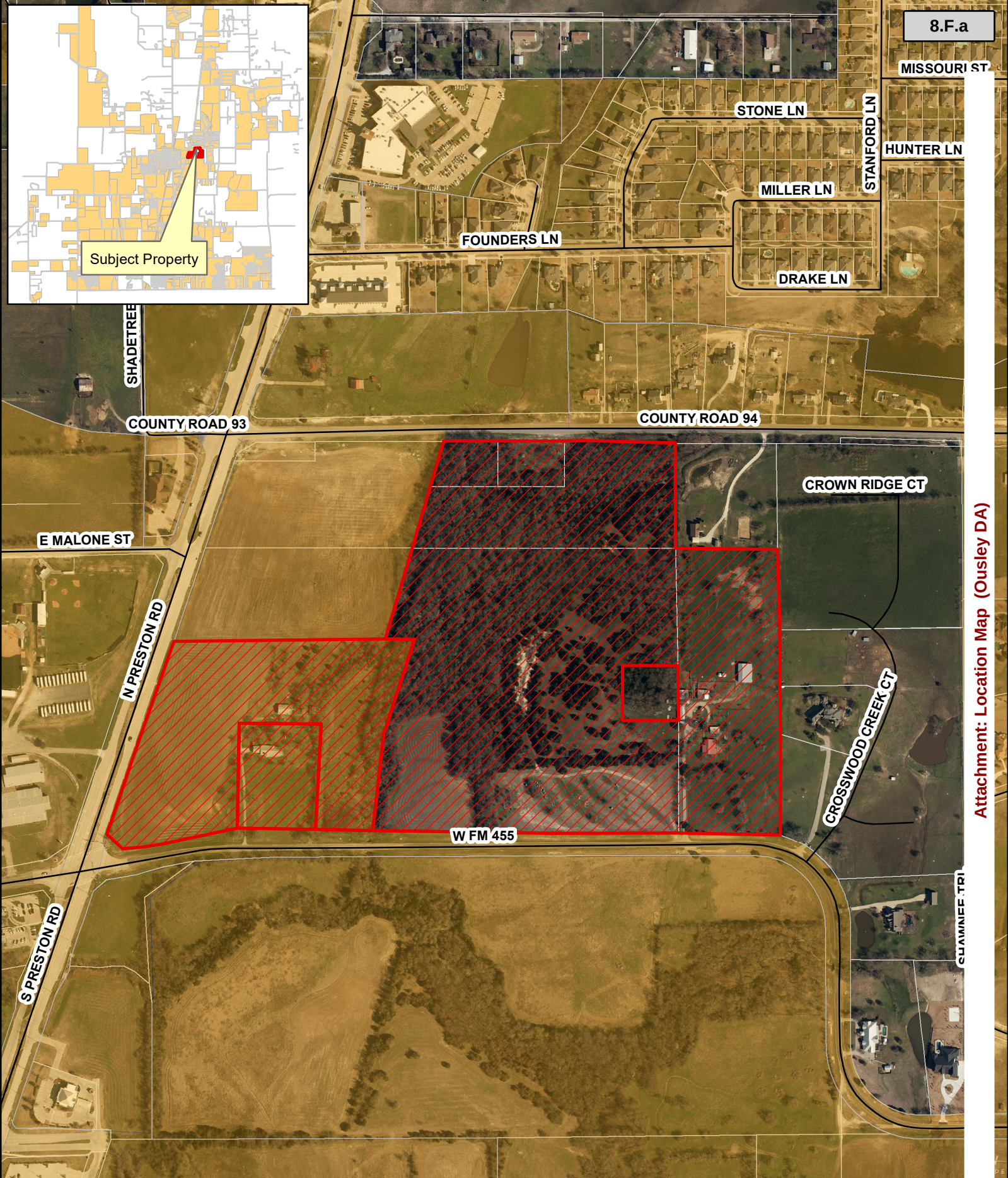
Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:

Staff recommends approval.



8.F.a

MISSOURI ST

STONE LN

STANFORD LN

HUNTER LN

MILLER LN

DRAKE LN

FOUNDERS LN

SHADETREE

COUNTY ROAD 93

COUNTY ROAD 94

E MALONE ST

N PRESTON RD

CROWN RIDGE CT

CROSSWOOD CREEK CT

W FM 455

S PRESTON RD

GUAMINEE TR

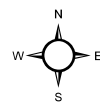


Location Map Ousley DA

Date: 2/4/2020

Legend

- Roads
- Ousley Annexation
- City Limits
- Parcels



0

Packet Pg. 334

Attachment: Location Map (Ousley DA)

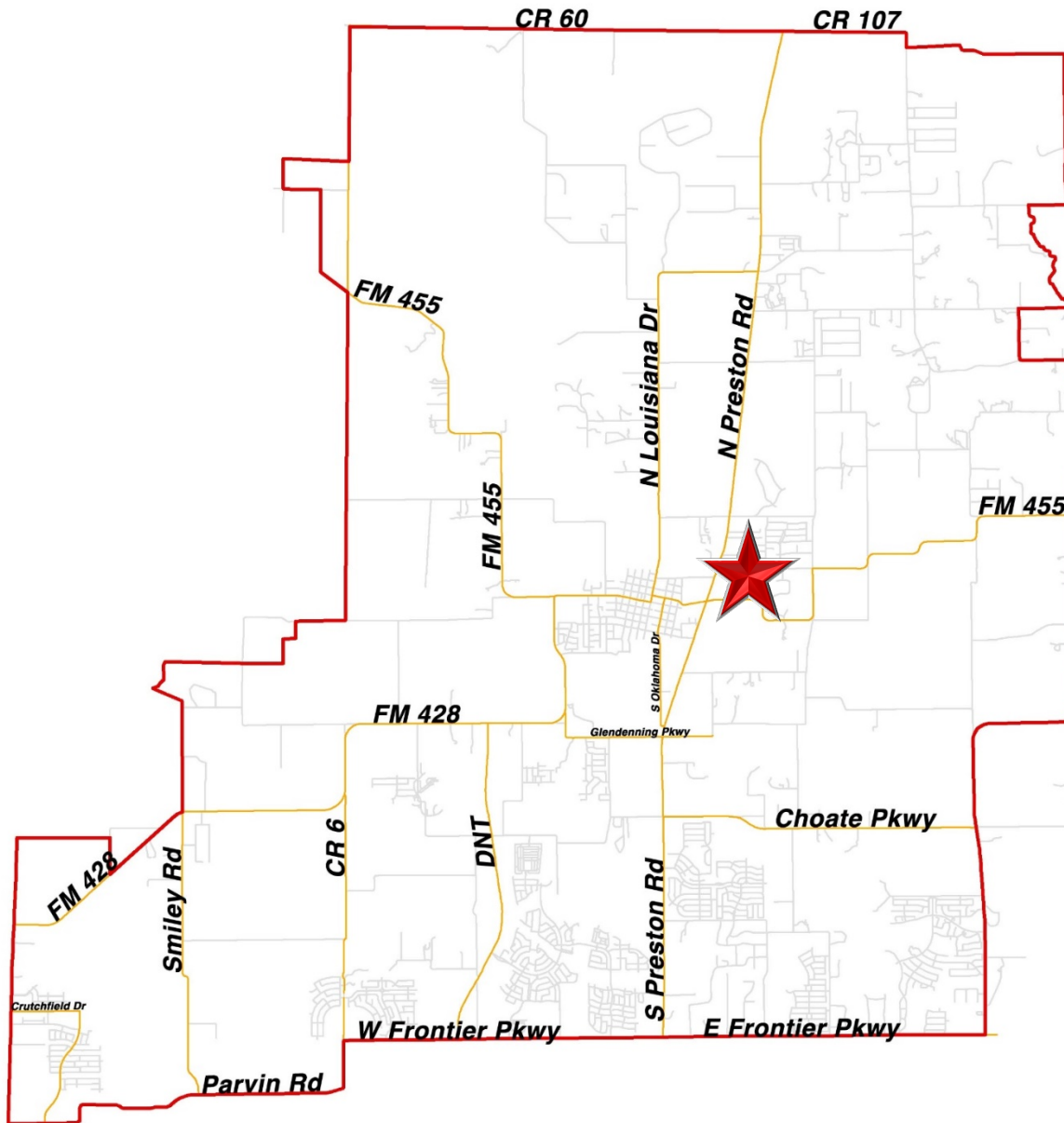
Ousley Family

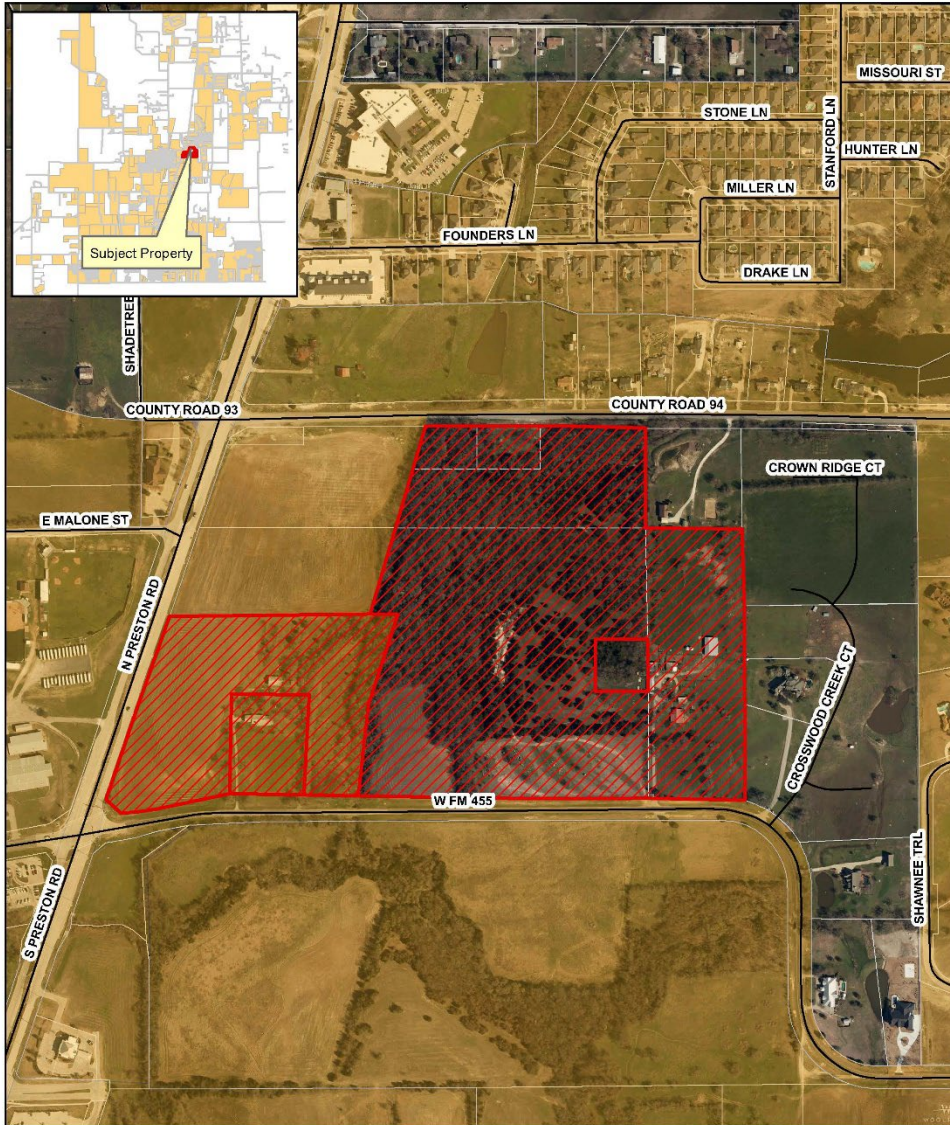
Development Agreement

City Council

March 10, 2020

Attachment: Staff Presentation (Ousley DA)





Location Map

The subject property is generally located south of CR 94 and east of Preston Road, along FM 455

Attachment: Staff Presentation (Ousley DA)

Background

- The subject property is approximately 61 acres located both in the Extraterritorial Jurisdiction (ETJ) and partly in the City Limits (15 acres)
- It has maintained continuity of family ownership for more than 150 years
- The property owners desire to outline the property's future annexation and development regulations that will apply to the tract through a Development Agreement with the City

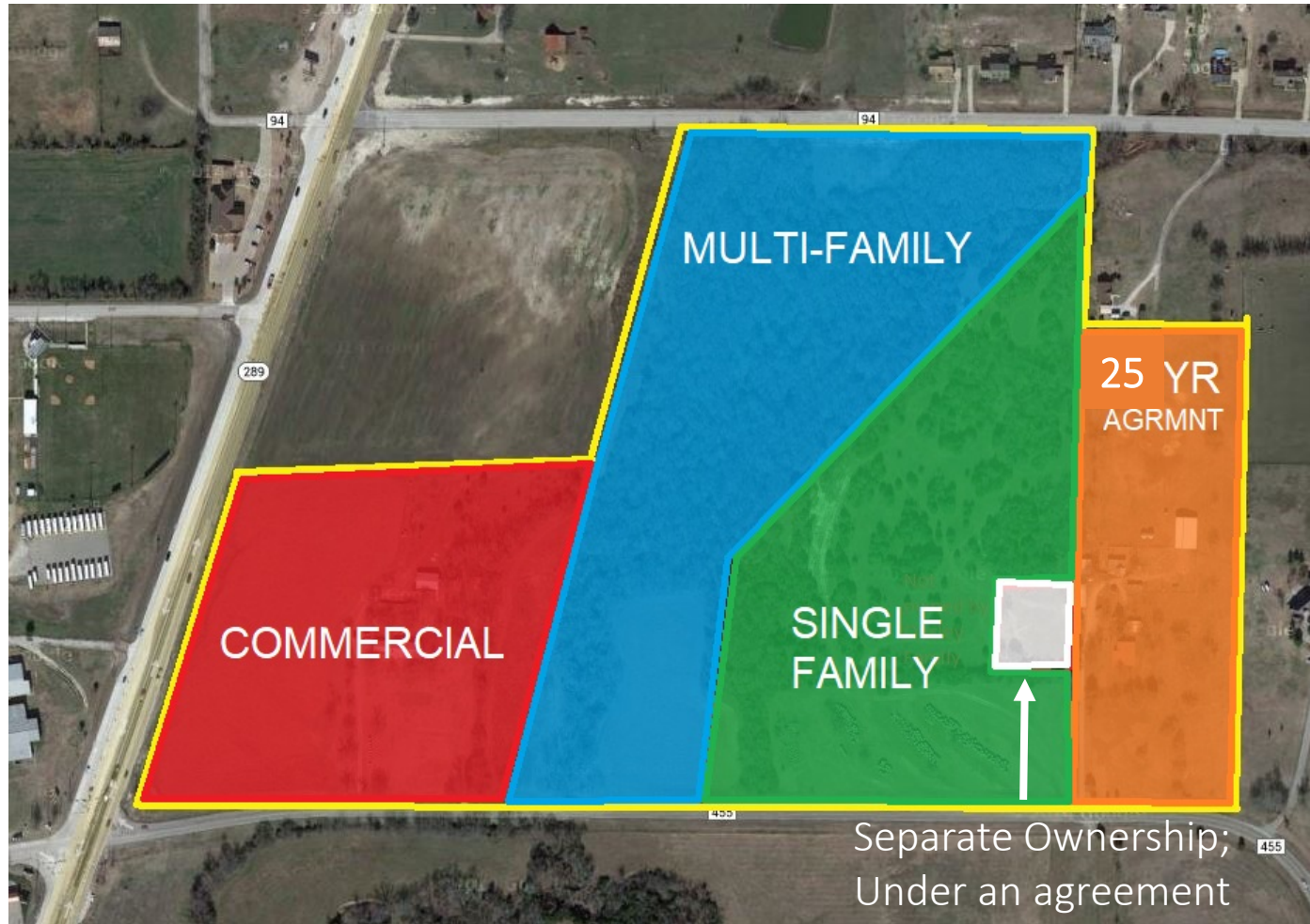
Attachment: Staff Presentation (Ousley DA)

Overview

- The Development Agreement proposes immediate annexation and zoning for the 36 acres in the ETJ, which is undeveloped land
- The family homestead (i.e. “farmhouse” tract) is approximately 10 acres and is not scheduled for immediate annexation if it remains used for family purposes
- However, the 10 acre “farmhouse” tract may redevelop with Estate Residential (minimum ½ acre lots) land uses if annexed immediately

Attachment: Staff Presentation (Ousley DA)

Land Plan



Attachment: Staff Presentation (Ousley DA)

Zoning Overview

- Commercial (C) zoning for the hard corner of Preston & FM 455 (13 acres)
- Multi-Family (MF-2) zoning for the mid-block area (22 acres)
- Single Family (SF-R) zoning for the eastern portion of the subject property
- Estate Residential (SF-E) regulations for the 10 acre tract that will have a deferred annexation timeline

Attachment: Staff Presentation (Ousley DA)

Policy Considerations

- The DA brings an additional 45 acres into the City Limits that is in close proximity to Preston Road and FM 455
- The proposed land uses are appropriate for the location
- Estate residential land uses are a good buffer and transition from the estate residential to the east of the subject property
- The DA pays homage to the “family homestead” tract through a deferred annexation plan

Attachment: Staff Presentation (Ousley DA)

P&Z Public Hearing

- One resident cited concerns about the multi-family land use, entrances to the future development, the single-family lot sizes, and concerns with wildlife disruption

Attachment: Staff Presentation (Ousley DA)

Recommendation

- The Planning & Zoning Commission recommended approval (3-1) of the zoning request at its February 18th regular meeting
- Staff recommends approval as presented

OUSLEY DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between **Jon Cox Ousley Family Farm Partnership, Ltd., Ousley Maxine 2007 Irrevocable Trust, and Jon S. Ousley**, (collectively the “Property Owner”) and the **City of Celina** (the “City”), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (“Effective Date”).

ARTICLE I RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Property Owner and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

WHEREAS, Jon Cox Ousley Family Farm Partnership, Ltd. owns four tracts of land totaling approximately 47.190 acres (the “Property”); and

WHEREAS, Jon S. Ousley owns an approximately 9.3950 acre tract of land (the “Family Homestead”); and

WHEREAS, the Property and the Family Homestead are located wholly within the extraterritorial jurisdiction (the “ETJ”) of the City and and depicted on **Exhibit A**; and

WHEREAS, the Property Owner intends to develop the Property as Commercial, Office, & Retail (“C”), Multi-Family (“MF-2” or “MF-3”), and Single-Family Residential Detached (“SF-R”) Zoning Districts in accordance with the Development Standards as outlined in **Exhibit B**; and

WHEREAS, the Property Owner intends to develop the Family Homestead as Single-Family Estate Residential (“SF-E”) Zoning District in accordance with the Development Standards as outlined in **Exhibit C**; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property and Family Homestead; and

WHEREAS, the City holds the certificates of convenience and necessity (the “CCNs”) to provide retail water and wastewater service to the Property and Family Homestead and the Parties intend for the City to provide water and wastewater service to the Property and Family Homestead; and

Attachment: Draft Development Agreement (Ousley DA)

WHEREAS, as the Property and Family Homestead are within the City’s extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II **GENERAL TERMS AND DEFINITIONS**

The recitals to this Agreement are incorporated herein for all purposes. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the City Council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended from time to time.

Development Regulations means the development regulations for the Property and the Family Homestead, which are set forth on **Exhibit C**.

Development Standards means the development standards for the Family Homestead, which are set forth on **Exhibit B**.

Effective Date is defined in the introductory paragraph.

End-Buyer is defined in Article X.

ETJ is defined in the Recitals.

Family Homestead is defined in the Recitals.

Parties means the Property Owner and the City.

Party means the Property Owner or the City.

Property is defined in the Recitals.

Property Owner is defined in the introductory paragraph.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure, defined as infrastructure required by the City's ordinances to be dedicated within an easement or dedicated right-of-way, necessary to serve the full development of the Property and Family Homestead, but expressly excludes septic systems, the all-weather drive serving current and future structures on the Family Homestead, and water and sewer service lines serving individual structures and/or on the private side of any City meter.

ARTICLE III **PUBLIC INFRASTRUCTURE**

3.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure serving the Property and Family Homestead shall be designed, constructed and installed by Property Owner in compliance with the City Regulations and the City's uniform engineering design standards, however septic systems may be used on SF-E lots 1 acre or larger in size on the Family Homestead. Construction and/or installation of Public Infrastructure to be dedicated to the City shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

3.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

The City shall have the right to inspect, by appointment, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Family Homestead, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure to support the development within the Property at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. Septic systems may be used on SF-E lots 1 acre or larger in size on the Family Homestead.

(c) The City's inspections shall not release the Property Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans.

(d) From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned and maintained by the City.

(e) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative, of any plans, designs or specifications submitted by the Property Owner pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Property Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Property Owner or the Property Owner's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Property Owner related to the Property and Family Homestead shall meet the requirements of the City Regulations except as otherwise specifically modified by this Agreement.

ARTICLE IV **DEVELOPMENT REGULATIONS**

4.1 Full Compliance with City Standards. Development of the Property and the Family Homestead shall be subject to the City Regulations and uniform engineering design standards, as amended, except to the extent that the Development Standards, attached as **Exhibit B**, and the Development Regulations, attached as **Exhibit C**, may vary from those terms, then the Development Standards or Development Regulations, as applicable, shall control.

4.2 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Property Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

4.3 Building Codes, Fire Codes and Building Materials. *Property Owner has requested and the Parties agree that **Exhibits B and C**, as applicable, the City-adopted building codes and local amendments as subsequently amended, and the City-adopted fire codes and local amendments as subsequently amended, and other city ordinances, as subsequently amended, to apply to the Property and Family Homestead for forty-five (45) years, and voluntarily agrees to burden the property, by the filing of this Agreement, with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) shall apply to the Property.*

4.4 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE V
DEVELOPMENT PROCESS AND CHARGES

5.1 Development, Review and Inspection Fees. Except for any fees related to zoning of the Property immediately upon annexation, development of any portion of the Property and Family Homestead shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation fees relating to platting and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

5.2 **PROPERTY OWNER'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/ PROPERTY OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(A) THE PROPERTY OWNER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY AND FAMILY HOMESTEAD, 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 PROPERTY OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE PROPERTY OWNER'S ANTICIPATED IMPROVEMENTS AND PROPERTY OWNER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE PROPERTY OWNER 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 PROPERTY OWNER FOR SUCH LAND, AND THE PROPERTY OWNER 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 AND FAMILY HOMESTEAD ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT,

Attachment: Draft Development Agreement (Ousley DA)

THE PROPERTY OWNER 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 INFRASTRUCTURE.

(B) THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI **TERM**

The term of this Agreement shall be for a period of twenty-five (25) years after the Effective Date, except that Section 4.3 shall be effective for forty-five (45) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VII **ANNEXATION AND POST-ANNEXATION MATTERS**

7.1 Annexation and Zoning of Property. (a) Within thirty (30) days of the Effective Date, Property Owner shall submit a request (the “Annexation Request”), as contemplated by subchapter C-3 of Chapter 43 of the Texas Local Government Code, to the City requesting the annexation of the Property into the corporate boundaries of the City. Concurrently with submitting the Annexation Request, the Property Owner shall submit a zoning application to the City requesting the Property be zoned consistent with the Development Standards. Property Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City’s corporate limits, including a written services agreement prepared by the City. The annexation service agreement for the Property shall be consistent with the terms of this Agreement. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, Property Owner shall execute another voluntary annexation request for the Property, within ten (10) days of being requested to do so. Property Owner acknowledges and agrees that this Section 7.1 was a material inducement for the City to enter into this Agreement with Property Owner.

(b) While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 7.1(a) of this Agreement, the Parties agree that the Development Standards as shown in **Exhibit C**, and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property consistent with the Development Standards, and applicable provisions of this Agreement contemporaneously with annexation of the Property. Through this Agreement, the Property Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section 7.1.

7.2 Annexation and Zoning of Family Homestead. (a) The Property Owner, and all of the Property Owner's heirs, successors and assigns shall be deemed to have executed and filed this Agreement as a request for voluntary annexation before the end of the Term, for annexation of the Family Homestead to be completed on or after the end of the Term or when otherwise permitted hereunder. Property Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Family Homestead into the City's corporate limits, including a written services agreement prepared by the City. The annexation service agreement for the Family Homestead shall be consistent with the terms of this Agreement. If the City is unable to complete the annexation of the Family Homestead for any reason, including but not limited to procedural error or legal challenge, Property Owner shall execute another voluntary annexation petition for the Family Homestead, within ten (10) days of being requested to do so. Property Owner acknowledges and agrees that this Section 7.2 was a material inducement for the City to enter into this Agreement with Property Owner. The City may, but is not required to, commence the voluntary annexation of the Family Homestead prior to the end of the Term. Pursuant to 212.172(b)(7) of the Local Government Code, the Property Owner and City agree that the following procedures may be used by the City for any annexation in lieu of Local Government Code Chapter 43 procedures:

(1) Before adopting an ordinance annexing the Family Homestead, the governing body of the City must conduct one public hearing;

(2) During the public hearing, the governing body must provide persons interested in the annexation the opportunity to be heard;

(3) After the public hearing, the governing body may adopt an ordinance annexing the Family Homestead; and

(4) The City must post notice of the hearing on the City's Internet website and publish notice of the hearing in the official newspaper of the City. The notice for the hearing must be:

(i) mailed to the owner of the Family Homestead as indicated on the most recent certified tax roll;

(ii) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and

(iii) posted on the City's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

(b) While the Parties expressly acknowledge that the Family Homestead will be voluntarily annexed in accordance with Section 7.2(a) of this Agreement, the Parties agree that the Development Regulations as shown in **Exhibit C**, and the applicable provisions of this Agreement memorialize the plan for development of the Family Homestead as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Family Homestead consistent with the Development Regulations, and applicable provisions of this Agreement contemporaneously with annexation of the Family Homestead. Through this Agreement, the Property Owner expressly consents and agrees to the zoning of the Family Homestead consistent with and as contemplated by this Section 7.2.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX

ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property and Family Homestead in this Agreement shall be able to be assigned to any affiliate or related entity of the Property Owner, or any lien holder on the Property or Family Homestead, without the prior written consent of the City. An assignee shall be considered a “Party” for the purposes of this Agreement. Each assignment shall be in writing executed by Property Owner and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Property Owner shall release Property Owner from any liability that resulted from an act or omission by Property Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Property Owner shall maintain written records of all assignments made by Property Owner to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party’s sale, assignment, transfer, or other conveyance of any interest in this Agreement, the Family Homestead or the Property.

9.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except

for the fees and charges to be collected under Article V, without the Property Owner's prior written consent, which consent shall not be unreasonably withheld.

9.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (as defined in Article X below) of a lot within the Property or Family Homestead, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property or Family Homestead shall be deemed to be a "Property Owner" and have all of the obligations of the Property Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

9.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Property Owner sells, assigns, transfers, or otherwise conveys the Property, Family Homestead or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Property Owner must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Property Owner.

ARTICLE X **RECORDATION**

Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property and Family Homestead. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property and Family Homestead. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property and Family Homestead; however, this Agreement, except for Section 4.3 shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot ("an End-Buyer") and shall not negate the End-Buyer's obligation to comply with Section 4.3 and the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 Email: jlaumer@celina-tx.gov
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 Email: julie@txmunicipallaw.com
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP 6371 Preston Road, Suite 200 Frisco, Texas 75034 Email: lvanzant@hbwvlaw.com
To the Property Owner:	Jon S. Ousley 4614 Abbott Dallas, Texas 75205 Email: jaceousley@gmail.com
And:	Jon Cox Ousley Family Farm Partnership, Ltd. 4614 Abbott Dallas, Texas 75205 Email: jaceousley@gmail.com

Attachment: Draft Development Agreement (Ousley DA)

And: Maxine Ousley 2007 Irrevocable Trust
 4614 Abbott
 Dallas, Texas 75205
 Email: jaceouseley@gmail.com

With a copy to: Attn: Rob Daake
 Coats Rose, P.C.
 14755 Preston Road, Suite 600
 Dallas, Texas 75254
 Email: rdaake@coatsrose.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Property Owner represents and warrants that this Agreement has been approved by appropriate action of the Property Owner, and that the individual executing this Agreement on behalf of the Property Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- | | |
|-----------|--|
| Exhibit A | Property Depiction |
| Exhibit B | Development Standards for Property |
| Exhibit C | Development Regulations for Family Homestead |

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The

term “force majeure” shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Property Owner expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

Attachment: Draft Development Agreement (Ousley DA)

EXECUTED by the City and Property Owner on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the __ day of _____, 2020 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Draft Development Agreement (Ousley DA)

Owner:

Jon S. Ousley

By: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020 by Jon S. Ousley, owner of the Family Homestead.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Draft Development Agreement (Ousley DA)

Owner:

Jon Cox Ousley Family Farm Partnership, Ltd.
a Texas limited partnership

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2020 by _____,
a _____ of Jon Cox Ousley Family Farm Partnership, Ltd. On behalf of said entity.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Draft Development Agreement (Ousley DA)

Owner:

Maxine Ousley 2007 Irrevocable Trust

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ___ day of _____, 2020 by _____,
as Trustee of the Maxine Ousley 2007 Irrevocable Trust on behalf of said trust.

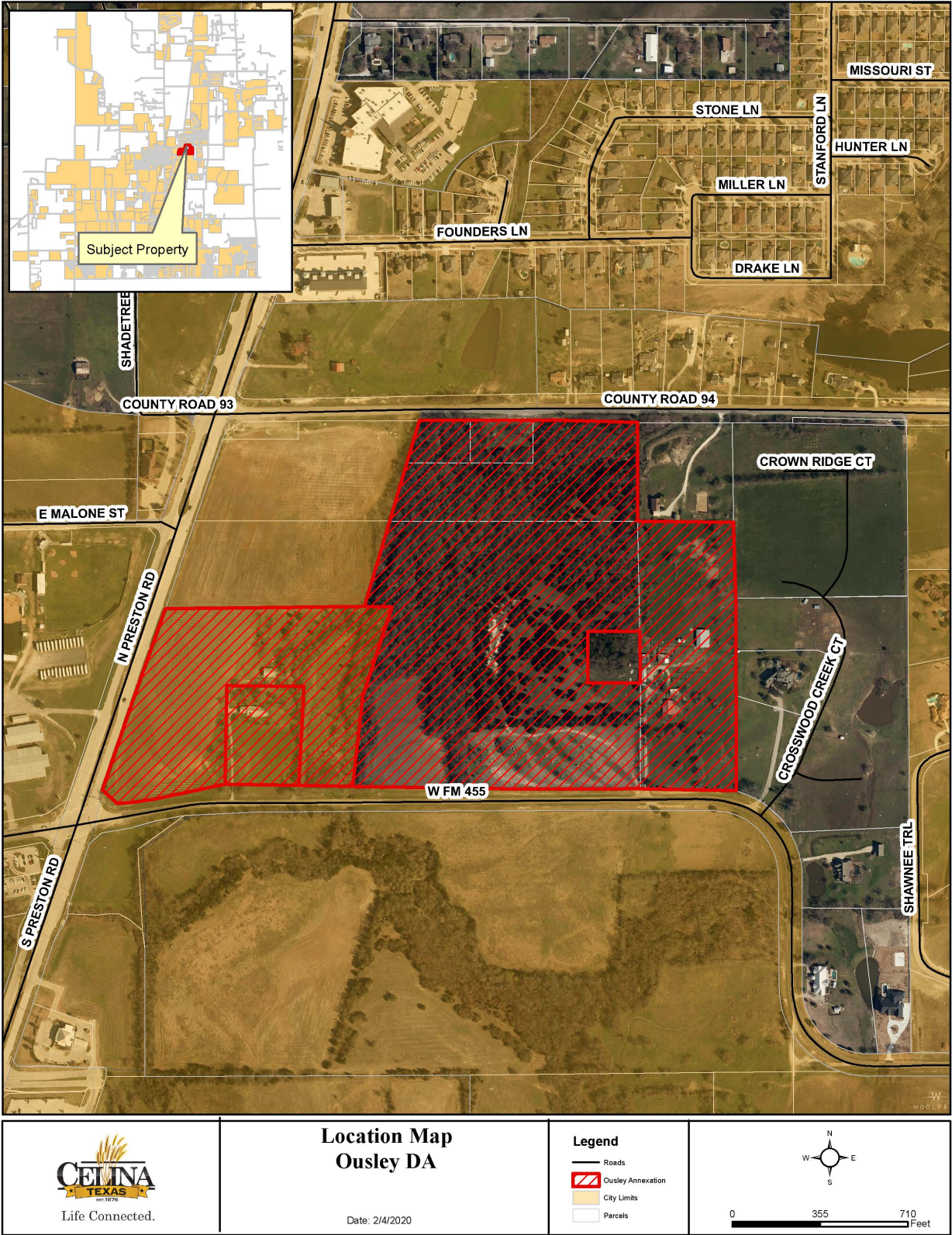
(SEAL)

Notary Public, State of Texas_____
Name printed or typed

Commission Expires: _____

Attachment: Draft Development Agreement (Ousley DA)

EXHIBIT A
Property Depiction



Attachment: Draft Development Agreement (Ousley DA)

EXHIBIT B

Development Standards

The property shall be zoned Planned Development “PD”, with the base zoning for the subject property to be per the attached Zoning Exhibit, depicted in Exhibit B. The property shall generally develop per the attached Zoning Exhibit, in addition to the following special ordinance provisions:

1. A minimum of 13-acres shall be developed consistent with the “C” (Commercial, Office, & Retail) zoning district.
2. A maximum of 22-acres shall be developed consistent with the “MF-2” or “MF-3” (Multi-Family) zoning districts.
3. A maximum of 18-acres shall be developed consistent with the “SF-R” (Single Family Residential Detached) district.
4. The boundaries of each of the zoning districts shown on the Land Plan shall be flexible and can vary up to 15%.

EXHIBIT C Development Regulations

The “Family Homestead” Tract:

Phase One:

1. A 25-year deferral of annexation applies if the subject property develops under this Phase.
2. The subject property may construct up to a maximum of 4 single family detached estate residential homes.
3. Single family related facilities are allowed, including swimming pools, sports courts, and accessory structures.
4. Additional structure(s) up to a maximum of 40,000 square feet, measured cumulatively, with no single structure exceeding 10,000 square feet are allowed, so long as the structures are not used for commercial purposes nor leased out to the public nor operated as a business.
5. Accessory Dwelling Units are allowed per the Zoning Ordinance, and as may be amended.
6. An all-weather (including concrete, asphalt, gravel or caliche) drive is allowed to serve the property, so long as no more than a total of 4 single family detached residential homes (including allowed accessory structures) are on the subject property.
7. This drive may be gated, provided a “Knox Box” is installed for emergency access for City first responders at the entrance from FM 455.
8. These 4 contemplated single-family homes must all use the aforementioned all-weather drive, as additional drive cuts on FM 455 are not allowed during Phase One of the development.
9. A plat is not necessary to issue a building permit for the single-family homes and additional structures, so long as the Phase One deal points are complied with.
10. In the event, however, that the Owner elects to plat any portion of the property in furtherance of the activities expressly permitted by these Phase One regulations, such platting shall not trigger annexation.
11. An 80’ building setback applies to any proposed auxiliary metal buildings measured from the southern property line along FM 455. A 40’ building setback applies to single-family detached residential structures.
12. The contemplated single-family homes and accessory structures may utilize any exterior building material that is regulated in the latest international model construction code. Thus, heavy brick/stone is not required, and exterior materials may include wood, cementitious fiberboard, metal, or other materials regulated by the latest international model construction code.

Phase Two:

1. If the property develops contrary to the Phase One deal points (i.e. redeveloped); then the subject property will be annexed immediately.
2. Zoning, at time of annexation, shall have a base of “SF-E” (Single Family Estate) with the exception that the minimum lot size shall be ½ acre in area.
3. If annexed, a future PD may be necessary to memorialize deal points within this DA, or even a revised DA.
4. All subdivision, zoning, and other applicable regulations apply.

Universal Regulations:

1. These apply to the subject property regardless of how it develops in the future.
2. No commercial nor other non-residential land uses are allowed, nor any land uses that invites the public at-large onto the property for business purposes. Visitors and guests due to normal use and enjoyment of a residential home or acreage homestead with private agricultural uses are not considered to violate this provision.
3. Standard permits and fees are required for any new construction on the property pursuant to the City's then-current subdivision, zoning, and impact fee ordinances.
4. All building, fire, health, zoning, and other codes apply, unless modified herein.
5. All required rights-of-way (for both FM 455 and CR 94) are to be dedicated at time of platting consistent with the City's then-current thoroughfare plan and subdivision ordinance.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: March 10, 2020
Re: Edgewood Development Agreement

Action Requested:

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

Applicant:

Barraza Consulting Group, LLC
1651 N Glenville Drive, Suite 212
Richardson, TX 75081

Background Information:

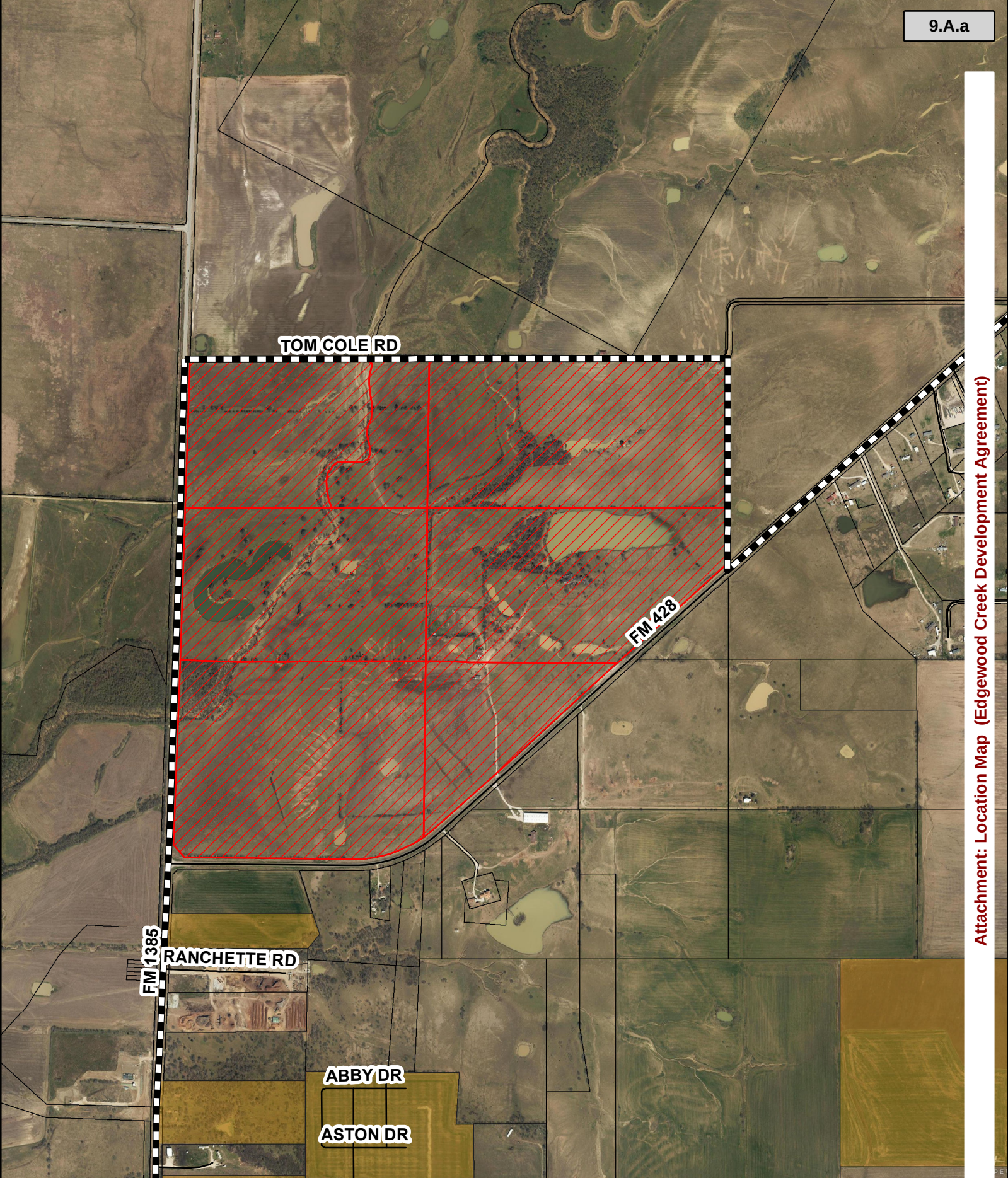
The proposed development agreement facilitates the construction of a single-family residential community.

Supporting Documents:

- Location Map

Staff Recommendation:

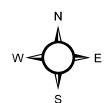
Staff recommends approval.



Attachment: Location Map (Edgewood Creek Development Agreement)

Legend

- Ultimate Boundary
- Roads
- Saaidi Development
- City Limits
- DentonCountyParcels





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Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
Date: March 10, 2020
Re: Mobberly Development Agreement

Action Requested:

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

Applicant:

Barraza Consulting Group, LLC
1651 N Glenville Drive, Suite 212
Richardson, TX 75081

Background Information:

The proposed development agreement facilitates the construction of a single-family residential community.

Staff Recommendation:



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: March 10, 2020
 Re: 20-02 Annexation Resolution

Action Requested:

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

- 1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
- 2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
- 3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
- 4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
- 5) Denton CAD Property ID 196342, being an approximate 5.51 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 5A; generally located approximately 1,500 feet south of FM 428 and approximately 3,600 feet east of FM 1385,
- 6) Denton CAD Property ID 515317, being an approximate 1.78 acre tract of land in Denton County, Texas, legally described as Abstract No. 1104 in the J. Ray Survey, Tract 4A;

generally located approximately 800 feet south of FM 428 and approximately 2,700 feet east of FM 1385,

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

Background Information:

In alignment with City's growth strategies and per the direction from Celina's City Council, the purpose of this resolution is relating to the intention to annex certain properties.

Below is the anticipated annexation schedule for the properties:

March 10, 2020 - City Council acts on a resolution to set the public hearing dates.

April 14, 2020 - First Public Hearing to be held.

September 2020 - Petition Verification

October 13, 2020 - Second Public Hearing to be held.

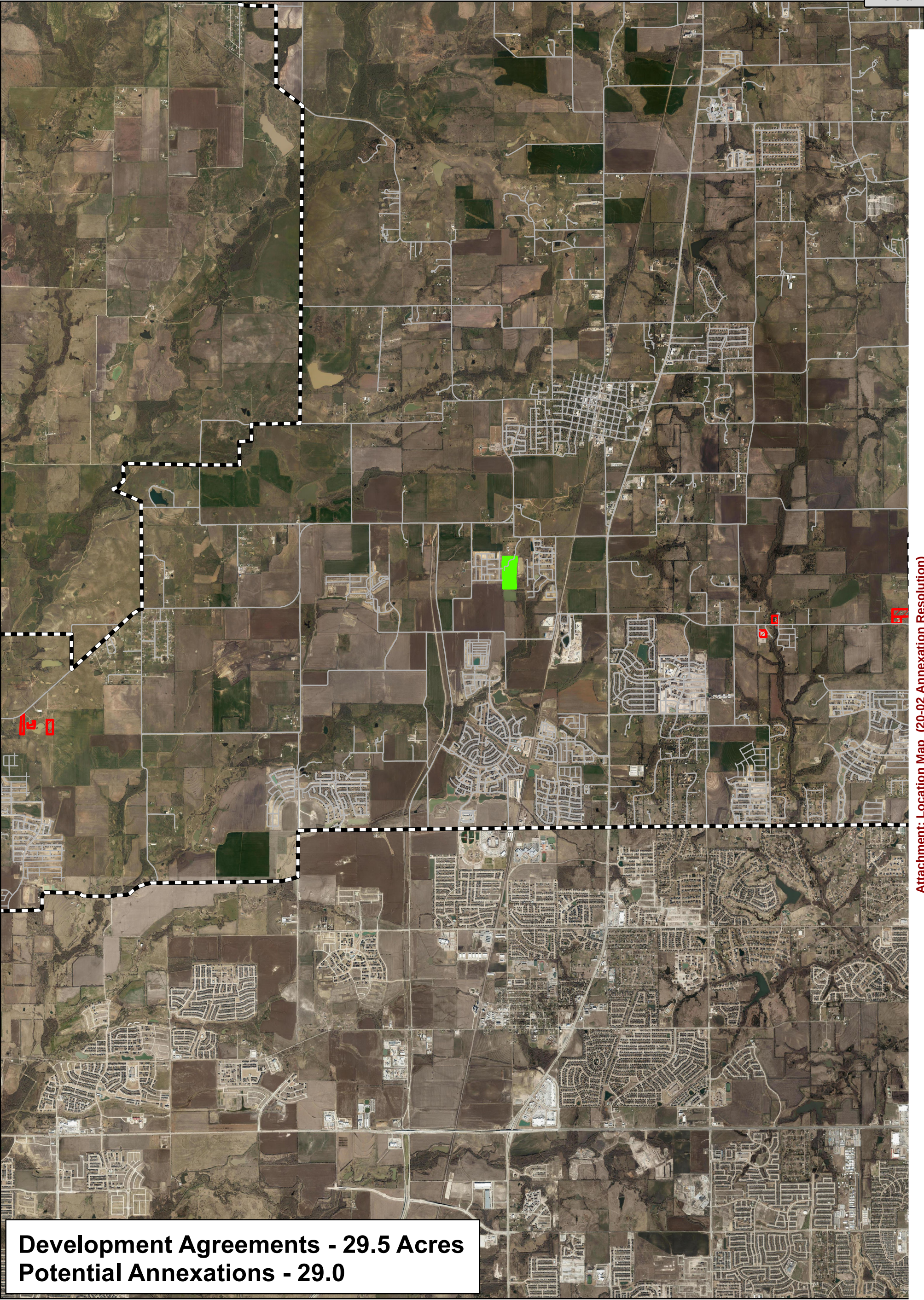
November 10, 2020 - Third Public Hearing and annexation ordinance adoption.

Supporting Documents:

- Location Map
- Annexation Resolution

Staff Recommendation:

Staff recommends approval of the Resolution.



Attachment: Location Map (20-02 Annexation Resolution)

Development Agreements - 29.5 Acres
Potential Annexations - 29.0

CELINA
TEXAS
EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 3/3/2020

Legend

- Ultimate Boundary
- Roads
- Development Agreements
- Potential Annexations

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Packet Pg. 371

RESOLUTION NO. R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS RELATING TO THE INTENTION TO ANNEX CERTAIN PROPERTY PURSUANT TO THE REQUIREMENTS OF SUBCHAPTER C-4, TEXAS LOCAL GOVERNMENT CODE, INTO THE CORPORATE LIMITS OF THE CITY OF CELINA; PROVIDING FOR ALL MATTERS REQUIRED BY SUBCHAPTER C-4; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (“City Council”) has the authority to annex property into the corporate limits of the City of Celina, Texas, a home-rule municipality (“City”) in accordance with applicable state law and the City Charter; and

WHEREAS, Section 43.0682 of the Texas Local Government Code provides that a city proposing to annex property under Subchapter C-4 must prepare and adopt a resolution of intent containing certain specified information; and

WHEREAS, the City Council desires adopt a resolution in compliance with the requirements of Section 43.0682.

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

Section 1. Findings Incorporated. The facts, findings and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. Intent to Annex and Service Plan. In accordance with Section 43.0682 of the Texas Local Government Code, the City Council hereby resolves the following:

1. The City intends to annex the area, approximately 57 acres, generally located in the description below:
 - 1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428, Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428, Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428, Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650

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

2. Exhibit A contains a detailed description and map of the area the City intends to annex;
3. Exhibit B contains a description of each service to be provided by the City in the area on or after the effective date of the annexation, including, as applicable:
 - a. police protection;
 - b. fire protection;
 - c. emergency medical services;
 - d. solid waste collection;
 - e. operation and maintenance of water and wastewater facilities in the annexed area;
 - f. operation and maintenance of roads and streets, including road and street lighting;
 - g. operation and maintenance of parks, playgrounds, and swimming pools; and
 - h. operation and maintenance of any other publicly owned facility, building, or service;
4. Exhibit B contains a list of each service the City will provide on the effective date of the annexation; and

5. Exhibit C contains a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

Section 3. Notice of Public Hearing. Not later than the 7th day after the adoption of this Resolution, the City Secretary of the City of Celina, Texas, is hereby authorized and directed to cause notice of a public hearing to be held not earlier than the 21st day and not later than the 30th day after the date of adoption of this Resolution, which notice shall contain the information required by Local Government Code Section 43.0683, to be posted on the City's website, published once in a newspaper having general circulation in the city and in the above-described territory, and mailed to residents and property owners in the area proposed to be annexed in accordance with the Municipal Annexation Act.

Section 4. Petition for Annexation. The Development Services Director shall prepare a petition for annexation that conforms to the requirements of Local Government Code Section 43.0685. Unless directed otherwise after the public hearing, signatures on the petition for annexation may be collected on the petition following the public hearing held pursuant to Section 3 above and after the 31st day but before the 180th day after the adoption of this Resolution.

Section 5. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by a valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED and ADOPTED on this the 10th day of March, 2020.

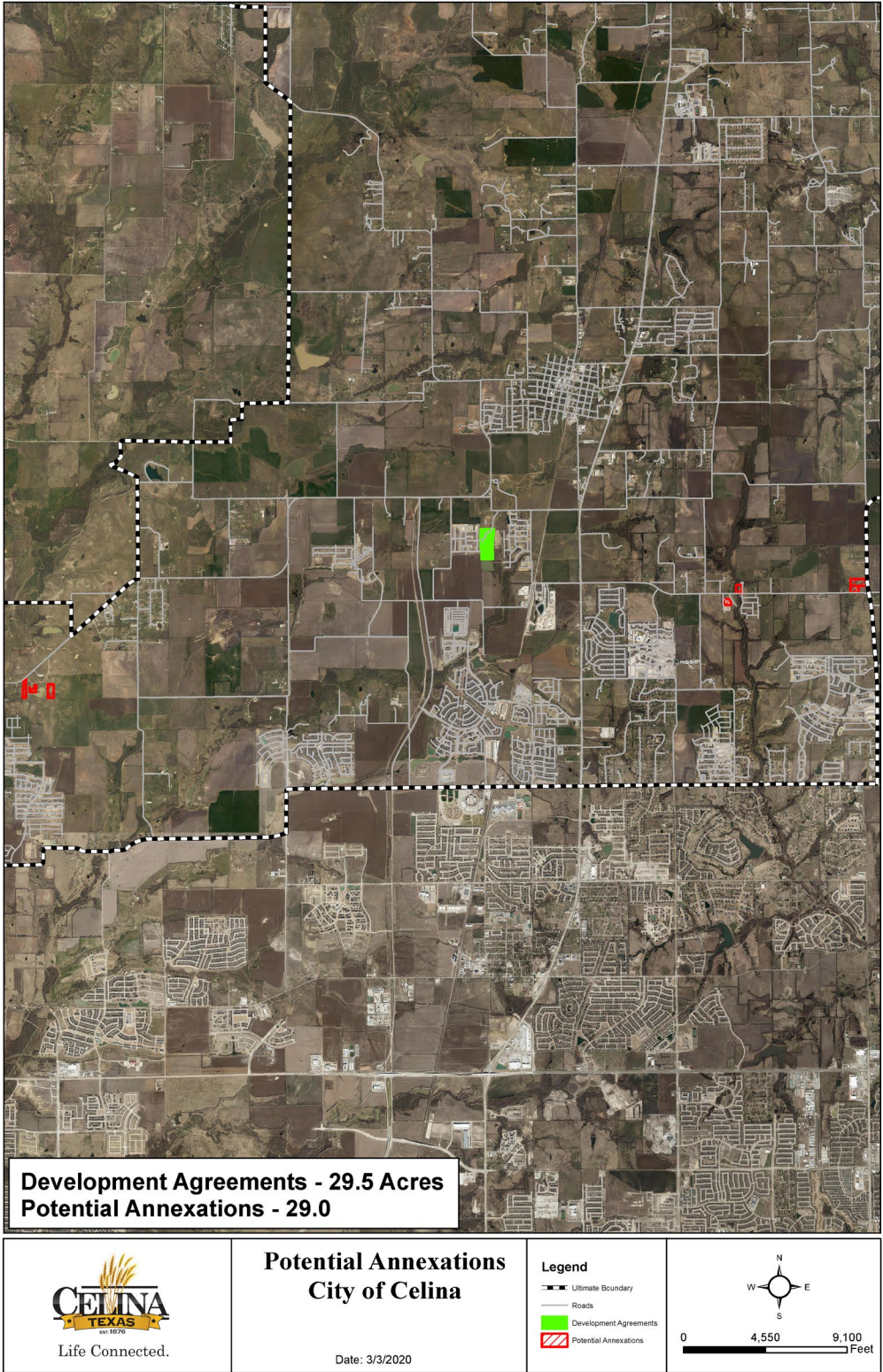
Mayor

ATTEST:

City Secretary

Attachment: Annexation Resolution (20-02 Annexation Resolution)

EXHIBIT A



Attachment: Annexation Resolution (20-02 Annexation Resolution)

EXHIBIT B

Municipal Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina on the date of annexation in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density.
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years pursuant to Section 43.0661 of the Texas Local Government Code.

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. Property owners are eligible to extend/expand facilities immediately upon annexation. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

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

F) ROAD AND STREETS

- 1) Emergency roadway/street maintenance shall be provided within the annexed area immediately upon annexation as set forth herein. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council. Private roads/streets and drives shall remain private and not be improved, reconstructed, maintained or serviced by the City.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of roads/streets to City standards commences within the annexed area, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway/street signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled

within the yearly budgetary allotments by the City Council.

- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities immediately upon annexation. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina

shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

EXHIBIT C

All services identified in Exhibit B will be provided immediately upon the effective date of annexation of the area.