Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 9, 2021
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. Proclamation-Bryce Spraggins

B. Presentation-Carmen Roberts

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

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, pending or contemplated litigation.

A. Discussion related to an agreement with Celina Independent School District.

Reconvene Into Open Session

B. 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 - Jan 12, 2021 5:00 PM

B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, 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 an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

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

E. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, Wastewater Monthly Rates and Charges, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

F. Consider and act upon a development agreement for Servpro; generally located at the southeast corner of Oklahoma Drive and Cherry Wood Lane, within the City Limits. (Servpro – Development Agreement) (Mohan)

G. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Twelve, City of Celina, Texas. (Edgewood Creek– TIRZ#12 Project and Financing plan) (Pouladi)

H. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Stovall)

I. 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, Grant Application #3835103. (Bromiley)

J. Consider and act to authorize the execution of an interlocal agreement by and between the City of Celina and Aqua Texas regarding the exchange of Water and Sewer Certificate of Convenience and Necessity Documents. (Brawner)

K. Consider and act to authorize the City Manager to execute a Road Development and Escrow Agreement by and between Silver Star Title, L.L.C. (d/b/a Sendera Title) ("Escrow Agent"); CADG SUTTON FIELDS, LLC and MM SUTTON FIELDS 4A-4B, LLC (collectively, "CADG"); and THE CITY OF CELINA ("Celina") for the construction of portion of Parvin Road. (Glasgow)

L. Consider and act to authorize the purchase of a vehicle for Development Services from Dodge City McKinney in an amount not to exceed $25,919.00. (Berry)

M. Consider and act to authorize the purchase of an ambulance for fiscal year 2021 from various vendors as listed below in an amount not to exceed $428,668.63. (Berry)

N. Consider and act upon approval of appointments, re-appointments and removals from city boards and commissions, Celina Economic Development Corporation and Celina Community Development Corporation. (Tarrant)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 51 acres, generally located east of FM 1385 and approximately 2,272 feet north of Frontier Parkway, within the Extraterritorial Jurisdiction (ETJ). (Chesney Tract - Development Agreement) (McAfee)

B. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 227 acres of land, generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (Chan-Moore -Development Agreement) (McAfee)

C. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 620 acres, generally located east of Celina Parkway and approximately 3,275 feet north of G A Moore Parkway. (Robinson - Development Agreement) (McAfee)

D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 2 acres to Specific Use Permit (SUP) to allow for an Auto Wash, generally located west of Preston Road and approximately 645 feet north of Frontier Parkway, within the City Limits. (Dream Wash Auto Spa – Specific Use permit) (Mohan)

E. The Celina City Council will conduct the second of two public hearings and act upon an ordinance adopting the annexation of approximately 23 acres generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption) (Mohan)

F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 23 acres to Commercial, Office, & Retail (C) zoning district, generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements – Zoning) (Mohan)

G. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-05 Annexation Second Public Hearing) (Mohan)

1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,

2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,

3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,

4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,

5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,

6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,

7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,

8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,

9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,

10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,

11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,

12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,

13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport

Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,

14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,

15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,

16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,

17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,

18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,

19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

H. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 50 on approximately 106 acres, generally located at the southwest corner of Ownsby Parkway and Custer Road. (Mustang Lakes – PD Amendment) (Mohan)

I. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the 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; and providing for other matters related thereto for the following property: (20-04 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,

2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,

3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,

4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,

5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,

6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,

7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,

8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,

9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,

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

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

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

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

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

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

South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for comer;

South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for comer;

South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;

South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";

continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for comer;
North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;
THENCE through the interior of said called 586.196 acre tract as follows:
North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point; North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

J. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 247 acres to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located at the northeast corner of FM 1385 and future Punk Carter Parkway. (Edgewood Creek PD – Zoning) (Mohan)

K. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 246 acres to Agricultural District (AG), generally located west of FM 2478, south of FM 455, north of Frontier Parkway, and east Preston Road. (Edgewood Creek – Remainder - Zoning) (Mohan)

L. The Celina City Council will conduct a public hearing to consider testimony on Downtown Code (DTC), by repealing and replacing the entirety of Chapter 14: Zoning, Section 14.02.206, OT-R, Old Town Residential (Downtown) District and Section 14.02.407, OT, Old Town (Downtown) District. (Downtown Code Text Amendment) (Nusser)

M. The Celina City Council will conduct a public hearing to consider testimony on the rezoning of approximately 395 acres from 2F, C1, C2, CF, HD, I-1, MF-2, OT-R, SF-15, and PD zoning districts to the Downtown Code (DTC) zoning district; generally located east of Florida Drive, west of Preston Road, north of Cedar Street, and south of Malone Street, within the City Limits. (Downtown Code) (Nusser)

IX. ACTION ITEM:

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

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JANUARY 12, 2021
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	
Wendie Wigginton	City of Celina	Councilwoman	Present	
Wayne Nabors	City of Celina	Place 2	Absent	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Absent	
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Present	

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Pastor Isaah Moore gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. New Councilmember Oath

City Secretary Vicki Tarrant gave the oath of office to new Council Place 4 member Wendie Wigginton.

B. Adele Clark Proclamation

Mayor Terry presented a proclamation to Celina High School Junior Adele Clarke for her State Championship win in the Girls 4A Cross Country Track event.

C. Employee Recognition of Service

Mayor Terry recognized the following employees for five years of service: Patrick DiCredico, Tim Hale, Chris Kincaid, Jeff McClelland, Bryan McMeekan, Catherine Oduro, Kyle Peck, Jessica Pichardo, Dan Thomas, Jeremy Wilson, Marilou Ditmore. Ten years of service: Nathan Morales and Ryan Worthey. Twenty-five years of service: Vicki Tarrant.

D. Planning Excellence Award (McAfee)

Minutes Acceptance: Minutes of Jan 12, 2021 5:00 PM (Minutes Approval)

Director of Development Services Dusty McAfee announced that the City of Celina had won a Planning Excellence Award.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees (Glasgow)

Director of Engineering Andy Glasgow introduced new engineer Lap Trinh.

B. Discussion regarding any and/or all agenda items

No other items were discussed.

V. OPEN FORUM:

VI. EXECUTIVE SESSION:

The City Council adjourned into executive session at 5:21 with City Attorney Lance Vanzant, City Manager Jason Laumer, Asst City Manager Karla Stovall and Executive Director of Public Services Kim Brawner. Mayor Terry recused himself from item

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

A. Discussion regarding a Facilities Development Agreement between Celina ISD and the City for infrastructure related to the new Celina ISD Middle School located on CR 99. (CISD Middle School Agreement) (Brawner)

B. Discussion regarding potential shared treatment plant for Razor Ranch, Dynavest, and Bray Tract. (Brawmer)

C. Discussion regarding potential purchase of property on Preston Road south of Pecan Street.

D. Discussion regarding the use of eminent domain to condemn a permanent drainage easement in real property as a portion of a tract of land generally described in deed to Blue Angus Ranch, LP, recorded in instrument 2007-107216, of the Real Property Records of Denton Co, Texas located in the Thomas H. McIntyre Survey, Abstract No 903, generally located south of FM 428 and north of Abby Dr. (Glasgow)

Reconvene Into Open Session

The City Council reconvened into open session at 6:03 p.m.

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

(2021-01R) Councilman Hopkins moved to approve a resolution authorizing the use of eminent domain to condemn a permanent drainage easement in real property as a portion of a tract of land generally described in deed to Blue Angus Ranch, LP, recorded in instrument 2007-107216, of the Real Property Records of Denton Co, Texas located in the Thomas H. McIntyre Survey, Abstract No 903, generally located south of FM 428 and north of Abby Dr.

Minutes Acceptance: Minutes of Jan 12, 2021 5:00 PM (Minutes Approval)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

VII. CONSENT AGENDA:

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Wendie Wigginton, Councilwoman
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

A. Minutes Approval:

1. City Council - Regular Meeting - Dec 8, 2020 5:00 PM
2. City Council - Special Meeting - Dec 15, 2020 5:00 PM
3. City Council - Special Meeting - Dec 21, 2020 5:00 PM

B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a council member for Place 2, and a council member for Place 3 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 1, 2021. (Tarrant)

(2021-02R)

C. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Real Estate for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Summer Moon– DIP) (Barton)

D. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Dry Fly Brewing for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Dry Fly Brewing– DIP) (Barton)

E. Consider and act upon a resolution of the City of Celina, Texas, supporting the creation of the Celina Municipal Management District Number 4. (Godwin MMD - Support of Creation) (McAfee)

(2020-03R)

F. Consider and act to authorize the purchase of Microsoft licenses from SHI Government Solutions through the State of Texas Department of Information Resources Contract DIR-TSO-4092 at the unit prices listed for a total not to exceed $60,000.00). (Berry)

G. Consider and act to authorize the purchase of Sensus water meters from Aquametric Sales as the sole source provider in an amount not to exceed $759,900.00. (Berry)

Minutes Acceptance: Minutes of Jan 12, 2021 5:00 PM (Minutes Approval)

H. Item H was moved to Items Moved From Consent Agenda

I. Consider and act upon an Interlocal Agreement by and between the City of Celina and Collin County for annual Library Funding. (Shaw)

J. Consider and act upon approval of a second amendment to an Interlocal Agreement for the facility construction and use of an animal shelter in Collin County. (Green)

ITEMS MOVED FROM CONSENT AGENDA:

K. Consider and act to authorize the City Manager to enter into an interlocal agreement with Mustang Special Utility District for global billing services. (Brawner)

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

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 9 acres of land, generally located at the southeast corner of County Road 89 and Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Airmax-CTX -Development Agreement) (McAfee)

Mayor Terry called the hearing to order 6:06 p.m. Applicant Representative Matt Moore with Claymore Engineers, Prosper, Texas, answered questions. Jim Knight representing the Glendenning family and Old Celina, Ltd., expressed concerns with setbacks for screening high end residential. The hearing was closed at 6:16 p.m.

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

B. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 59 acres of land, generally located at the northeast corner of Louisiana Drive and J Fred Smith Parkway, within the City Limits. (Prestige -Development Agreement) (McAfee)

Mayor Terry opened the hearing at 6:26 p.m. Dale Bainum, 3541 Heritage Trail, Celina, Texas, asked what types of materials might be stored at this location. The owner of Prestige Pools stated that he would have equipment, trucks, sand, gravel and a cement silo. He also said it would be fenced and have a gate.

Minutes Acceptance: Minutes of Jan 12, 2021 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

C. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 227 acres of land, generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (Chan-Moore -Development Agreement) (Mohan)

Mayor Terry announced that this item would be tabled to the next meeting (applicant's request).

RESULT:	**NO ACTION**

D. Consider and act upon a request to enter into a development agreement with Rockhill Capital & Investments, LLC for the development of approximately 567 acres of land; generally located south of J. Fred Smith Parkway, east of future Legacy Drive and west of BNSF Railroad (Uptown Development Agreement) (Mohan)

Mayor Terry opened the hearing at 6:27 p.m. No public comment was received. The hearing was closed at 6:39 p.m. Councilwoman Wigginton moved to approve subject to the updates to the development agreement.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Councilwoman
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

E. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 40 on approximately 40 acres of land, generally located at the northeast corner of Punk Carter Parkway and Huddleston Drive, within the City Limits. (Cambridge PD – Planned Development Amendment) (Mohan)

(2020-01) Mayor Terry opened the hearing at 6:39 p.m. Applicant Matthew Alexander with Cambridge Companies stated that all were rear entry lots. The hearing was closed at 6:42 p.m.

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

F. The Celina City Council will conduct the first of two public hearings on the annexation of approximately 23 acres generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements Annexation 1st Public Hearing) (Mohan)

Mayor Terry opened the hearing at 6:42 p.m. No public comment was made. The hearing closed at 6:44 p.m.

Minutes Acceptance: Minutes of Jan 12, 2021 5:00 PM (Minutes Approval)

G. The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-04 Annexation Second Public Hearing) (Mohan)

Mayor Terry opened and closed a hearing on each item (G1 through G10) beginning at 6:45 and ending at 6:47. No public comment was received on any of the items.

H. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Edgewood Creek Public Improvement District Service and Assessment Plan, including the Phase #1 assessment roll; making a finding of special benefit to property within Phase #1 of the Edgewood Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #1 assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Edgewood Creek Phase #1- PID Levy) (Pouladi)

(2021-02) Mayor Terry recused himself from this item due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 6:48 p.m. No public comment was received. The hearing was closed at 6:50 p.m.

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

I. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Edgewood Creek Public Improvement District Service and Assessment Plan, including the Phases #2-3 major improvement assessment roll; making a finding of special benefit to property within Phases #2-3 of the Edgewood Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phases #2-3 assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Edgewood Creek Phases #2-3 - PID Levy) (Pouladi)

(2021-03) Mayor Terry recused himself from this item due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 6:51 p.m. Dale Bainum of 3541 Heritage Trail, Celina, asked about the difference in assessments for item H and item I. Jason Hughes with Hilltop Securities explained the difference as related to the amount of infrastructure being installed at that specific stage in the process. The hearing was closed at 6:56 p.m.

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

IX. ACTION ITEM:

Minutes Acceptance: Minutes of Jan 12, 2021 5:00 PM (Minutes Approval)

A. Consider and act upon all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Stovall)

(2021-04) Jason Hughes with Hilltop Securities explained the issue, bids and pricing received.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

B. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

(2020-07)

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

C. Consider and act upon a resolution consenting to the creation of Uptown Municipal Utility District No. 1 of Collin County, of approximately 567 acres of land, with 78 acres in the City limits and 489 acres in the City's extraterritorial jurisdiction; generally located south of J. Fred Smith Parkway, east of future Legacy Drive and west of BNSF Railroad, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (Uptown MUD Creation) (Mohan)

(2021-04R) Mayor Terry took one vote for items C through G.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Councilwoman
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

D. Consider and act upon a request to amend a development agreement with Horizon Celina Partners LLC for the development of approximately 108 acres of land; generally located west of FM 455 and north of CR 9, within the City Limits. (La Terra - DA 1st Amendment) (Mohan)

Minutes Acceptance: Minutes of Jan 12, 2021 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Councilwoman
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

E. Consider and act upon a resolution consenting to the creation of Uptown Municipal Utility District No. 1 of Collin County, for approximately 108 acres of land; generally located west of FM 455 and north of CR 9, within the City of Celina. (La Terra - Uptown MUD Creation) (Mohan)

(2021-05R)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Councilwoman
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

F. Consider and act upon a request to amend a development agreement RCI-Celina 115, LP for the development of approximately 130 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within the City Limits. (Northside at Rollertown - DA 2nd Amendment) (Mohan)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Councilwoman
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

G. Consider and act upon a resolution consenting to the creation of Uptown Municipal Utility District No. 1 of Collin County, for approximately 130 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within the City of Celina. (Rollertown - Uptown MUD Creation) (Mohan)

(2021-06R)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Councilwoman
AYES:	Steiner, Wigginton, Hopkins, Anderson
ABSENT:	Nabors, Koehne

H. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project); approving and authorizing related agreements; and providing an effective date. (Edgewood Creek PID Phase #1 Bond Ordinance) (Pouladi)

(2020-05) Mayor Terry recused himself from this item due to a conflict of interest. Jason Hughes with Hilltop Securities explained the issue, bids and pricing received.

Minutes Acceptance: Minutes of Jan 12, 2021 5:00 PM (Minutes Approval)

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

I. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project); approving and authorizing related agreements; and providing an effective date. (Edgewood Creek PID Phases #2-3 Bond Ordinance) (Pouladi)

(2020-06) Mayor Terry recused himself from this item due to a conflict of interest. Jason Hughes with Hilltop Securities explained the issue, bids and pricing received.

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

J. Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 700 acres, in the extraterritorial jurisdiction; generally located west of Farm to Market Road 2478, south of Marilee Road, north of Clear Creek Parkway, and east of County Road 6, as described below. (20-05 Annexation Petition Verification) (Tarrant)

The petition was verified to have more than 50% of the owners signing.

K. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 700 acres, in the extraterritorial jurisdiction; generally located west of Farm to Market Road 2478, south of Marilee Road, north of Clear Creek Parkway, and east of County Road 6, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (20-05 Annexation Petition Verification Resolution) (Mohan)

(2020-07R)

RESULT:	**APPROVED [3 TO 1]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Hopkins, Anderson
NAYS:	Wigginton
ABSENT:	Nabors, Koehne

X. ADJOURNMENT:

Minutes Acceptance: Minutes of Jan 12, 2021 5:00 PM (Minutes Approval)

_____
Sean Terry, Mayor

_____
Secretary

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Jan 12, 2021 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: February 9, 2021
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 1st General Election will require voting equipment and related services to be provided by Collin and Denton County Elections Administrators.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Estimated costs will be available 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
("Contracting Election Officer")

AND THE BELOW LISTED POLITICAL SUBDIVISIONS
("Participating Political Subdivisions")

COLLIN COUNTY COMMUNITY COLLEGE
CITY OF ALLEN
CITY OF ANNA
CITY OF BLUE RIDGE
CITY OF CARROLLTON
CITY OF CELINA
CITY OF DALLAS
TOWN OF FAIRVIEW
CITY OF FARMERSVILLE
CITY OF FRISCO
CITY OF GARLAND
CITY OF LAVON
CITY OF LUCAS
CITY OF MCKINNEY
CITY OF MELISSA
CITY OF NEVADA
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PLANO
TOWN OF PROSPER
CITY OF RICHARDSON
CITY OF SACHSE
TOWN OF SAINT PAUL
CITY OF WYLIE
ALLEN INDEPENDENT SCHOOL DISTRICT
ANNA INDEPENDENT SCHOOL DISTRICT
COMMUNITY INDEPENDENT SCHOOL DISTRICT
FARMERSVILLE INDEPENDENT SCHOOL DISTRICT
FRISCO INDEPENDENT SCHOOL DISTRICT
LOVEJOY INDEPENDENT SCHOOL DISTRICT
MCKINNEY INDEPENDENT SCHOOL DISTRICT
MELISSA INDEPENDENT SCHOOL DISTRICT
PLANO INDEPENDENT SCHOOL DISTRICT
PROSPER INDEPENDENT SCHOOL DISTRICT
BEAR CREEK SPECIAL UTILITY DISTRICT
EAST FORK FRESH WATER SUPPLY DIST. 1
NORTH COLLIN SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 1, 2021

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

Attachment: Collin County Elections (Election Contracts)

1) 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 Election Administrator 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 Subdivision.

b) The contracting authorities of the Participating Political Subdivisions listed on the cover page of this Election Services Contract are hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 1, 2021 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.

2) DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

a) The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

i) The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County website.

ii) 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.

iii) 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 presiding election judge of each Vote Center, 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.

(1) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class); calendar will be provided.

(2) 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 $14.00 per hour for services rendered, each alternate judge shall receive $13.00 per hour for services rendered, and each clerk shall receive $12.00 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.

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.

Attachment: Collin County Elections (Election Contracts)

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

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

3) The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.

a) 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.

b) 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.

c) 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.

i) 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.

ii) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.

d) 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.

4) The Contracting Election Officer shall arrange for the use of all Election Day Vote Centers.

a) The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.

b) The Election Day Vote Centers are listed in **Exhibit "B"**, attached and incorporated by reference into this Election Services Contract.

5) 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.

a) 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.

b) The Public Logic and Accuracy Test of the electronic voting system shall be conducted in accordance with Election Law. The required Notice of Logic and Accuracy testing will be posted by the Contracting Election Officer.

c) 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.

d) 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.

Attachment: Collin County Elections (Election Contracts)

e) 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.
   i) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

f) 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.

6) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

a) The Participating Political Subdivisions shall assume the following duties:
   i) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. Each Participating Political Subdivision is required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
   ii) 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 Monday, March 1, 2021.
   iii) The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.
      (1) The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Monday, February 22, 2020, the official wording for the Participating Political Subdivision's May 1, 2021, Joint General and Special Election.
      (2) The Participating Political Subdivisions shall approve the "blue line" ballot format prior to the final printing.
   iv) The Participating Political Subdivisions shall share in the cost and compensate the Contracting Election Officer for all associated cost including any 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-1" for required services.

b) The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Monday, March 22, 2021. 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.

c) 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. Additionally, all payments in excess of the final cost to perform the election will be refunded to the participating Political Subdivision.

d) COST OF SERVICES. See Exhibits "C-2" and "D"

e) GENERAL PROVISIONS

Attachment: Collin County Elections (Election Contracts)

i) 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 1, 2021, 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.

ii) 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 Participating Political Subdivision.

iii) 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.

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

Attachment: Collin County Elections (Election Contracts)

Exhibit "A"

May 1, 2021
Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours

Polling Place	Address	City
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Carpenter Park Recreation Center	6701 Coit Road	Plano 75024
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Davis Library	7501A Independent Parkway	Plano 75025
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Library	2501 Coit Road	Plano 75075
Harrington Library	1501 18th Street	Plano 750742
Hunt Middle School	4900 Legendary Drive	Frisco 75034
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 Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069

Attachment: Collin County Elections (Election Contracts)

Exhibit "A"

May 1, 2021
Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours

Polling Place	Address	City
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 18	April 19 Early Voting 8am - 5pm	April 20 Early Voting 8am - 5pm	April 21 Early Voting 8am - 5pm	April 22 Early Voting 8am - 5pm	April 23 Early Voting 8am - 5pm	April 24 Early Voting 8am - 5pm
April 25	April 26 Early Voting 7am - 7pm	April 27 Early Voting 7am - 7pm	April 28	April 29	April 30	May 1 Election Day 7am - 7pm

Attachment: Collin County Elections (Election Contracts)

May 1, 2021
Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm

Exhibit "B"

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley Lane	Richardson 75080
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Armstrong Middle School	3805 Timberline Drive	Plano 75074
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Bethany Elementary School	2418 Micarta Drive	Plano 75025
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Bowman Middle School	2501 Jupiter Road	Plano 75074
Carpenter Middle School	3905 Rainier Drive	Plano 75023
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Fairview Town Hall	372 Town Place	Fairview 75069
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Middle School	2832 Parkhaven Drive	Plano 75075
Hendrick Middle School	7400 Red River Drive	Plano 75025
Hunt Middle School	4900 Legendary Drive	Frisco 75034
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 Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048
Miller Elementary School	5651 Coventry Drive	Richardson 75082
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078

Attachment: Collin County Elections (Election Contracts)

May 1, 2021
Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm

Exhibit "B"

Polling Place	Address	City
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Robinson Middle School	6701 Preston Meadow Drive	Plano 75024
Rose Haggar Elementary School	17820 Campbell Road	Dallas 75252
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069
Schimelpfenig Middle School	2400 Maumelle Drive	Plano 75023
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Shepton High School	5505 Plano Parkway	Plano 75093
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098
Terry Pope Administration Building	611 North FM 1138	Nevada 75173
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano 75093
Wilson Middle School	1001 Custer Road	Plano 75075

Important Note: *Eligible* Collin County registered voters (with an effective date of registration on or before May 1, 2021) may vote at any of the above Election Day Vote Center locations.

Attachment: Collin County Elections (Election Contracts)

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "C-1"

Election Wide

Category	Units or Description		Cost Per Unit	Election Estimate	Election Actual
Early Voting by Mail					
Kits - Mail Ballots		5,000	$ 1.15	$ 5,750.00	
Postage		5,000	$ 0.88	$ 4,400.00	
Paper Ballot Printing Services			$ 0.31	$ -	
Paper Ballot Shipping (per box)			$ 30.00	$ -	
Ballot Stock - BOD		5,000	$ 0.10	$ 500.00	
Category Subtotal				$ 10,650.00	
General Election Expenses					
Mileage				$ 500.00	
Van / Car Rental				$ 6,000.00	
Election Night Receiving Cover				$ 2,680.00	
Polling Place Rental				$ -	
Notice of Election				$ 7,000.00	
Security - EV				$ -	
Security - ED				$ -	
Early Voting Ballot Board				$ 1,950.00	
FICA - Election Workers				$ 2,500.00	
County Employee/IT Overtime - EV				$ 35,000.00	
Process Pollworker Checks - EV	5 per location		$ 1.50	$ 352.50	
Process Pollworker Checks - ED	5 per location		$ 1.50	$ 427.50	
Process Election Judge Notices		104	$ 1.50	$ 156.00	
Drayage Per Location - ED		57	$ 50.00	$ 2,850.00	
Drayage Per Location - EV		47	$ 50.00	$ 2,350.00	
Category Subtotal				$ 61,766.00	
Programming					
Coding Servies				$ 10,000.00	
Balotar Programming				$ 450.00	
Category Subtotal				$ 10,450.00	
Early Voting by Personal Appearance					
Election Judge OT - EV			$ 21.00	$ 283.50	
Alternate Judge OT - EV			$ 19.50	$ 253.50	
Clerk OT - EV		141	$ 18.00	$ 34,263.00	
ES&S Support Staff / Field Techs - EV	6 @30 for 10 days		$ -	$ 18,000.00	
Pick and Delivery of Supplies - EV		47	$ 25.00	$ 1,175.00	
Equipment Assembly - EV		47	$ 50.00	$ 2,350.00	
Category Subtotal				$ 56,325.00	
Election Day					
ES&S Support Staff/Field Techs - ED	6 @30 for 14 hrs		$ 30.00	$ 2,520.00	
Pick up and Delivery of Election Supplies		57	$ 25.00	$ 1,425.00	
Equipment Assembly - ED		57	$ 50.00	$ 2,850.00	
Category Subtotal				$ 6,795.00	
Tabulation					
Election Night Vendor Support		Per Election	$ 10,000.00	$ 10,000.00	
Notice of Inspection/Tabulation Test		Per Election	$ 3,000.00	$ 3,000.00	
Category Subtotal				$ 13,000.00	

Attachment: Collin County Elections (Election Contracts)

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "C-1"

Category	Units or Description		Cost Per Unit		Election Estimate	Election Actual
Supply Cost						
Ballots - Card Stock ExpressVote - EV		11,000	$ 0.32	$	3,520.00	
Ballots - Card Stock ExpressVote - ED		10,000	$ 0.32	$	3,200.00	
Kits - ED		57	$ 19.00	$	1,083.00	
Kits - EV		47	$ 19.00	$	893.00	
Kits - Provisional EV		47	$ 38.10	$	1,790.70	
Kits - Provisional ED		57	$ 38.10	$	2,171.70	
Polling Place Maps - EV		47	$ 25.00	$	1,175.00	
Polling Place Maps - ED		57	$ 25.00	$	1,425.00	
Signs Metal - ED		57	$ 5.00	$	285.00	
Signs Wood - ED	5 per location		$ 2.00	$	470.00	
Ballot Card Stock - Provisional - EV	50 per location		$ 0.14	$	329.00	
Ballot Card Stock - Provisional - ED	50 per location		$ 0.14	$	399.00	
Ballots - Sample - EV	50 per location		$ 0.29	$	681.50	
Ballots - Sample - ED	50 per location		$ 0.29	$	826.50	
Ballots - Sample All Race - EV		47	$ 0.87	$	40.89	
Ballots - Sample All Race - ED		57	$ 0.87	$	49.59	
Printer Labels - EV		47	$ 5.00	$	235.00	
Printer Labels - ED		57	$ 5.00	$	285.00	
Category Subtotal				$	18,859.88	
Equipment						
Cabinet Security - EV		47	$ 200.00	$	9,400.00	
Cabinet Security - ED		57	$ 200.00	$	11,400.00	
Computer Cabinet - EV		47	$ 50.00	$	2,350.00	
Cabinet Drayage - EV		47	$ 180.00	$	8,460.00	
Cabinet Drayage - ED		57	$ 180.00	$	10,260.00	
DS200 Ballot Counter - EV		47	$ 350.00	$	16,450.00	
DS200 Ballot Counter - ED		57	$ 350.00	$	19,950.00	
ExpressVote - EV	9 per location		$ 200.00	$	84,600.00	
Expres Vote - ED	9 per location		$ 200.00	$	102,600.00	
ExpressTouch - EV		47	$ 200.00	$	9,400.00	
ExpressTouch - ED		57	$ 200.00	$	11,400.00	
Metal Signs	5 per location	52	$ 1.00	$	520.00	
Wood Signs		104	$ 2.00	$	208.00	
Category Subtotal				$	286,998.00	
Personnel						
Election Judge - EV			$ 14.00	$	47,376.00	
Electino Judge - ED			$ 14.00	$	9,576.00	
Alternate Election Judge - EV			$ 13.00	$	43,992.00	
Alternate Electino Judge - ED			$ 13.00	$	8,892.00	
Clerk - EV	3 per location		$ 12.00	$	131,976.00	
Clerk - ED	3 per location		$ 12.00	$	24,624.00	
Judge Delivery - EV		47	$ 25.00	$	1,175.00	
Judge Delivery - ED		57	$ 25.00	$	1,425.00	
Category Subtotal				$	269,036.00	
Total Estimated Cost				$	733,879.88	

Attachment: Collin County Elections (Election Contracts)

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "C-2"

Political Subdivision	Registered Voters	Share Percentage	Estimated Cost Per Entity	Deposit Due	Actual Cost
City of Allen	65647	3.69%	$ 27,062.39	$ 24,356.15	
City of Anna	9510	0.53%	$ 3,920.41	$ 3,528.37	
City of Blue Ridge	516	0.03%	$ 1,500.00	$ 1,350.00	
City of Carrollton	331	0.02%	$ 1,500.00	$ 1,350.00	
City of Celina	9831	0.55%	$ 4,052.74	$ 3,647.47	
City of Dallas	29636	1.66%	$ 12,217.18	$ 10,995.46	
Town of Fairview	7966	0.45%	$ 3,283.91	$ 2,955.52	
City of Farmersville	1930	0.11%	$ 1,500.00	$ 1,350.00	
City of Frisco	65739	3.69%	$ 27,100.32	$ 24,390.29	
City of Garland	173	0.01%	$ 1,500.00	$ 1,350.00	
City of Lavon	2716	0.15%	$ 1,500.00	$ 1,350.00	
City of Lucas	5671	0.32%	$ 2,337.82	$ 2,104.04	
City of McKinney	113834	6.39%	$ 46,927.06	$ 42,234.35	
City of Melissa	8545	0.48%	$ 3,522.60	$ 3,170.34	
City of Nevada	956	0.05%	$ 1,500.00	$ 1,350.00	
Town of New Hope	500	0.03%	$ 1,500.00	$ 1,350.00	
City of Parker	3935	0.22%	$ 1,622.17	$ 1,459.95	
City of Plano	169825	9.54%	$ 70,008.85	$ 63,007.96	
Town of Prosper	15538	0.87%	$ 6,405.40	$ 5,764.86	
City of Richardson	22783	1.28%	$ 9,392.09	$ 8,452.88	
City of Sachse	6011	0.34%	$ 2,477.98	$ 2,230.18	
Town of Saint Paul	761	0.04%	$ 1,500.00	$ 1,350.00	
City of Wylie	31007	1.74%	$ 12,782.36	$ 11,504.12	
Collin County Community College	635470	35.70%	$ 261,966.86	$ 235,770.18	
Allen Independent School District	68108	3.83%	$ 28,076.92	$ 25,269.23	
Anna Independent School District	11669	0.66%	$ 4,810.44	$ 4,329.40	
Community Independent School District	9005	0.51%	$ 3,712.23	$ 3,341.01	
Farmersville Independent School District	5745	0.32%	$ 2,368.33	$ 2,131.49	
Frisco Independent School District	99794	5.61%	$ 41,139.19	$ 37,025.27	
Lovejoy Independent School District	12119	0.68%	$ 4,995.95	$ 4,496.36	
McKinney Independent School District	84811	4.76%	$ 34,962.58	$ 31,466.32	
Melissa Independent School District	10871	0.61%	$ 4,481.47	$ 4,033.33	
Plano Independent School District	222438	12.49%	$ 91,698.09	$ 82,528.28	
Prosper Independent School District	36877	2.07%	$ 15,202.22	$ 13,681.99	
Bear Creek Special Utility District	3868	0.22%	$ 1,594.55	$ 1,435.09	
Marilee Special Utility District	2275	0.13%	$ 1,500.00	$ 1,350.00	
North Collin Special Utility District	3806	0.21%	$ 1,568.99	$ 1,412.09	
East Fork Fresh Water Supply Dist. 1	3	0.00%	$ 500.00	$ 450.00	
Total Registered Voters	1780220	100.00%			

Attachment: Collin County Elections (Election Contracts)

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "D"

City of Celina

Registered Voters	9,831
Percentage	0.55%

Summary of Costs	Units or Description		Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Early Voting by Mail							
Kits - Mail Ballots		5,000	$ 1.15	$ 5,750.00		$ 31.75	
Postage		5,000	$ 0.88	$ 4,400.00		$ 24.30	
Paper Ballot Printing Services			$ 0.31	$ -		$ -	
Paper Ballot Shipping (per box)			$ 30.00	$ -		$ -	
Ballot Stock - BOD		5,000	$ 0.10	$ 500.00		$ 2.76	
Category Subtotal				$ 10,650.00		$ 58.81	
General Election Expenses							
Mileage				$ 500.00		$ 2.76	
Van / Car Rental				$ 6,000.00		$ 33.13	
Election Night Receiving Cover				$ 2,680.00		$ 14.80	
Polling Place Rental				$ -		$ -	
Notice of Election				$ 7,000.00		$ 38.66	
Security - EV				$ -		$ -	
Security - ED				$ -		$ -	
Early Voting Ballot Board				$ 1,950.00		$ 10.77	
FICA - Election Workers				$ 2,500.00		$ 13.81	
County Employee/IT Overtime - EV				$ 35,000.00		$ 193.28	
Process Pollworker Checks - EV	5 per location		$ 1.50	$ 352.50		$ 1.95	
Process Pollworker Checks - ED	5 per location		$ 1.50	$ 427.50		$ 2.36	
Process Election Judge Notices		104	$ 1.50	$ 156.00		$ 0.86	
Drayage Per Location - ED		57	$ 50.00	$ 2,850.00		$ 15.74	
Drayage Per Location - EV		47	$ 50.00	$ 2,350.00		$ 12.98	
Category Subtotal				$ 61,766.00		$ 341.09	
Programming							
Coding Servies				$ 10,000.00		$ 55.22	
Balotar Programming				$ 450.00		$ 2.49	
Category Subtotal				$ 10,450.00		$ 57.71	
Early Voting by Personal Appearance							
Election Judge OT - EV			$ 21.00	$ 283.50		$ 1.57	
Alternate Judge OT - EV			$ 19.50	$ 253.50		$ 1.40	
Clerk OT - EV		141	$ 18.00	$ 34,263.00		$ 189.21	
ES&S Support Staff / Field Techs - EV	6 @30 for 10 days		$ -	$ 18,000.00		$ 99.40	
Pick and Delivery of Supplies - EV		47	$ 25.00	$ 1,175.00		$ 6.49	
Equipment Assembly - EV		47	$ 50.00	$ 2,350.00		$ 12.98	
Category Subtotal				$ 56,325.00		$ 311.05	
Election Day							
ES&S Support Staff/Field Techs - ED	6 @30 for 14 hrs		$ 30.00	$ 2,520.00		$ 13.92	
Pick up and Delivery of Election Supplies		57	$ 25.00	$ 1,425.00		$ 7.87	
Equipment Assembly - ED		57	$ 50.00	$ 2,850.00		$ 15.74	
Category Subtotal				$ 6,795.00		$ 37.52	
Tabulation							
Election Night Vendor Support	Per Election		$ 10,000.00	$ 10,000.00		$ 55.22	
Notice of Inspection/Tabulation Test	Per Election		$ 3,000.00	$ 3,000.00		$ 16.57	
Category Subtotal				$ 13,000.00		$ 71.79	

Attachment: Collin County Elections (Election Contracts)

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "D"

Summary of Costs	Units or Description		Cost Per Unit		Election Estimate	Election Actual	Your Estimate	Your Actual
Supply Cost								
Ballots - Card Stock ExpressVote - EV		11,000	$	0.32	$ 3,520.00		$ 19.44	
Ballots - Card Stock ExpressVote - ED		10,000	$	0.32	$ 3,200.00		$ 17.67	
Kits - ED		57	$	19.00	$ 1,083.00		$ 5.98	
Kits - EV		47	$	19.00	$ 893.00		$ 4.93	
Kits - Provisional EV		47	$	38.10	$ 1,790.70		$ 9.89	
Kits - Provisional ED		57	$	38.10	$ 2,171.70		$ 11.99	
Polling Place Maps - EV		47	$	25.00	$ 1,175.00		$ 6.49	
Polling Place Maps - ED		57	$	25.00	$ 1,425.00		$ 7.87	
Signs Metal - ED		57	$	5.00	$ 285.00		$ 1.57	
Signs Wood - ED	5 per location		$	2.00	$ 470.00		$ 2.60	
Ballot Card Stock - Provisional - EV	50 per location		$	0.14	$ 329.00		$ 1.82	
Ballot Card Stock - Provisional - ED	50 per location		$	0.14	$ 399.00		$ 2.20	
Ballots - Sample - EV	50 per location		$	0.29	$ 681.50		$ 3.76	
Ballots - Sample - ED	50 per location		$	0.29	$ 826.50		$ 4.56	
Ballots - Sample All Race - EV		47	$	0.87	$ 40.89		$ 0.23	
Ballots - Sample All Race - ED		57	$	0.87	$ 49.59		$ 0.27	
Printer Labels - EV		47	$	5.00	$ 235.00		$ 1.30	
Printer Labels - ED		57	$	5.00	$ 285.00		$ 1.57	
Category Subtotal					$ 18,859.88		$ 104.15	
Equipment								
Cabinet Security - EV		47	$	200.00	$ 9,400.00		$ 51.91	
Cabinet Security - ED		57	$	200.00	$ 11,400.00		$ 62.95	
Computer Cabinet - EV		47	$	50.00	$ 2,350.00		$ 12.98	
Cabinet Drayage - EV		47	$	180.00	$ 8,460.00		$ 46.72	
Cabinet Drayage - ED		57	$	180.00	$ 10,260.00		$ 56.66	
DS200 Ballot Counter - EV		47	$	350.00	$ 16,450.00		$ 90.84	
DS200 Ballot Counter - ED		57	$	350.00	$ 19,950.00		$ 110.17	
ExpressVote - EV	9 per location		$	200.00	$ 84,600.00		$ 467.19	
Expres Vote - ED	9 per location		$	200.00	$ 102,600.00		$ 566.59	
ExpressTouch - EV		47	$	200.00	$ 9,400.00		$ 51.91	
ExpressTouch - ED		57	$	200.00	$ 11,400.00		$ 62.95	
Metal Signs	5 per location		$	1.00	$ 520.00		$ 2.87	
Wood Signs		104	$	2.00	$ 208.00		$ 1.15	
Category Subtotal					$ 286,998.00		$ 1,584.90	
Personnel								
Election Judge - EV			$	14.00	$ 47,376.00		$ 261.63	
Electino Judge - ED			$	14.00	$ 9,576.00		$ 52.88	
Alternate Election Judge - EV			$	13.00	$ 43,992.00		$ 242.94	
Alternate Electino Judge - ED			$	13.00	$ 8,892.00		$ 49.10	
Clerk - EV	3 per location		$	12.00	$ 131,976.00		$ 728.82	
Clerk - ED	3 per location		$	12.00	$ 24,624.00		$ 135.98	
Judge Delivery - EV		47	$	25.00	$ 1,175.00		$ 6.49	
Judge Delivery - ED		57	$	25.00	$ 1,425.00		$ 7.87	
Category Subtotal					$ 269,036.00		$ 1,485.71	
Total Estimated Cost					**$ 733,879.88**		**$ 4,052.74**	

Attachment: Collin County Elections (Election Contracts)

WITNESS BY MY HAND THIS ____DAY OF _____2021.

_____
Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2021.

By: _____
Sean Terry, Mayor
City of Celina

Attest: _____
Vicki Tarrant, City Secretary
City of Celina

Attachment: Collin County Elections (Election Contracts)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: February 9, 2021
Re: Budget Amendment FY2020 - 2021

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:
A FY 2021 budget amendment is requested for the FY2020-2021 Operating Budget.

Grants Fund (115) - Recording for the receipt of $3,987.78 grant money from Simmons Bank for the purchase of 3 bullet proof vests for the Police Department.

Developer Capital Fees (450) - Updating the budget for revenue from capital recovery fees (Road and W/WW) collected from the Cambridge Crossing permits and the expenditure of a developer's agreement payment.

2021 Bond Issuance

General Governmental (621) & W/WW (721) - Budget appropriations are being established for the 2021 CIP Bond projects. The purchasing division will provide council with additional opportunities of approval of the components of projects as they progress through the procurement process

Board Review/Citizen Input:

Alternatives:

Financial Considerations:
The amended budgeted revenue increase covers the amended budgeted expenditures.

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2020-77, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2020-2021 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 2020-2021, heretofore previously adopted by Ordinance 2020-77; 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. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2021, heretofore previously adopted by Ordinance 2020-77 duly enacted by the City Council of the City of Celina on the 8th day of September, 2020, 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. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. 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.

Attachment: 2021-xx Amend Budget ordinance February 2021 (Budget Amendment February 2021 FY 21)

SECTION 5. 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. 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. 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. 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. 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 9th day of February, 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2021-xx Amend Budget ordinance February 2021 (Budget Amendment February 2021 FY 21)

Exhibit A

Meeting date: February 9, 2021

FY2021 Budget Amendment Detail

BUDGET AMENDMENT

Budget Change #

Account #		Account Name	Description	Adjustment	Updated Budget
115-400-000-4513	Revenue	Police Grants	Grant from Simmons Bank for purchase of 3 Bullet Proof Vests for PD	(3,987.78)	(3,987.78)
115-112-000-6164	Expense	Uniforms/Vests	Grant from Simmons Bank for purchase of 3 Bullet Proof Vests for PD	3,987.78	3,987.78
			Revenue and Expense Offset to Zero	-	-
450-400-000-4345	Revenue	Capital Recovery Fees	Capital Recovery Fees collected for Cambridge Crossing	(400,000.00)	(400,000.00)
450-400-000-4900	Revenue	Transfer In	Transfer in from W/WW capital recovery Fees (Fund 210 Budgeted)	(372,000.00)	(372,000.00)
450-31-3050	Revenue/FB	Fund Balance	Recovery Fees collected in PY for DA payment Cambridge	(68,526.00)	(68,526.00)
450-123-000-6670	Expense	Developers Incentive Pay	Developers Agreement Cambridge 1st payment	840,526.00	840,526.00
			Revenue and Expense Offset to Zero	-	-
621-400-000-4729	Revenue	Bond Proceeds	2021 Bond Sales sold in January 2021, funded in February 2021 General Government	(32,000,000.00)	(32,000,000.00)
621-108-000-8501	Expense	Engineering/Design	Facility Design, Construction and Land Acquistion	3,500,000.00	3,500,000.00
621-108-000-8501	Expense	Engineering/Design	Fine Arts Board	629,451.00	629,451.00
621-111-000-8502	Expense	Construction	Construction of Various Roadways throughout the City	19,320,549.00	19,320,549.00
			- Cost include Design, Engineering, Land Acquisition, and Construction		
			- A few of the Projects include Colorado, Frontier, Parvin, Punk Carter, Beech, Etc		
621-113-000-8502	Expense	Construction	Construction of Various Parks projects throughout the City	8,550,000.00	8,550,000.00
			- Costs include Design, Engineering, Land Acquisition, and Construction		
			- A few of the projects include Old Celina Park, Linear Park, Bonfire Park, Downtown Patio Plaza, etc		
			Revenue and Expense Offset to Zero	-	-
721-400-000-4729	Revenue	Bond Proceeds	2021 Bond Sales sold in January 2021, funded in February 2021 W/WW	(30,000,000.00)	(30,000,000.00)
721-117-000-8501	Expense	Engineering/Design	Public Works Service Center - Phase 1	1,500,000.00	1,500,000.00
721-117-000-8502	Expense	Construction	Ground Storage Tank	11,000,000.00	11,000,000.00
721-117-000-8502	Expense	Construction	Construction of Various Water Lines throughout the City	14,325,000.00	14,325,000.00
			- Cost include Design, Engineering, Land Acquisition, and Construction		-
			- A few of the projects include Frontier, Punk Carter, Coit, Louisiana, Downtown, etc		
721-118-000-8501	Expense	Engineering/Design	WWTP Phase #2 Design	1,000,000.00	1,000,000.00
721-118-000-8502	Expense	Construction	Construction of Various Sewer Lines throughout the City	2,000,000.00	2,000,000.00
			- Cost include Design, Engineering, Land Acquisition, and Construction		
			- A few of the projects include Oklahoma, Downtown, CISD , etc		
721-118-000-8502	Expense	Construction	Construction of Various Lift Stations throughout the City	175,000.00	175,000.00
			- Cost include Design, Engineering, Land Acquisition, and Construction		
			- Projects include Winn Road, B289, ETC		
			Revenue and Expense Offset to Zero	-	-

Attachment: 2021-xx Amend Budget ordinance February 2021 (Budget Amendment February 2021 FY 21)

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: February 9, 2021
Re: Valley Vines - DIP

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Hangartner Commercial, Inc. for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Valley Vines – DIP) (Mohan)

Background Information:
This item authorizes economic incentive funding for the upgrade of the building at 222 W. Walnut St. #100 by Valley Vines.

The Celina Economic Development Corporation will also contribute towards improvements.

Financial Considerations:
The City will contribute $25,000 towards facility improvement costs: $12,500 for each phase of the improvements.

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval.

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

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

W I T N E S S E T H:

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

WHEREAS, the Developer intends to lease from Owner and remodel an existing 3,550 square foot structure on the Property, to include a wine tasting bar with patio, lawn area, and façade improvements, more fully described in the submittals filed by Developer with the City and in the concept plans attached as **Exhibit B**, in order to obtain one or more building permits (hereinafter defined as the "Facility"); and

WHEREAS, the Developer has advised the City and the CEDC that a contributing factor that would induce the Developer to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction of improvements to the Facility consisting of improvements to the patio and lawn areas of the Property (the "Facility Improvements") through economic development grants and incentives as set forth herein; and

WHEREAS, the Facility Improvements shall consist of two phases, Phase II being for patio improvements on the Property, and Phase III being for lawn improvements on the Property, each depicted in **Exhibit B**; and

WHEREAS, the City's contribution to the Facility Improvements will be made in two equal payments for each phase of the Facility Improvements; and

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

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

WHEREAS, the CEDC intends to contribute an amount not to exceed thirty thousand and no/100 dollars ($30,000.00) toward the cost of the Facility Improvements; and

WHEREAS, as consideration for City entering into this Agreement, Developer agrees to a mural being installed and maintained by the City on the east side of the Facility, and consents

Attachment: Proposed Agreement (Valley Vines – DIP)

to the City and Owner entering into a license agreement for the mural to be on the Facility (the "Mural License");

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

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

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

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

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the Grant (hereinafter defined) for the Facility Improvements to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project," as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the grant for the Facility Improvements in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises 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:

Attachment: Proposed Agreement (Valley Vines – DIP)

Article I
Definitions

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

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

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

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

"CEDC" shall have the meaning ascribed in the introductory paragraph above.

"CEDC Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed thirty thousand and no/100 dollars ($30,000.00), to be paid as set forth herein.

"City" shall have the meaning ascribed in the introductory paragraph above.

"City Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed twenty-five thousand and no/100 dollars ($25,000.00), to be paid as set forth herein.

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

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

Attachment: Proposed Agreement (Valley Vines – DIP)

"Concept Plan" shall mean the architectural renderings and design plan attached hereto as **Exhibit B.**

"Developer" shall have the meaning ascribed in the introductory paragraph above.

"Effective Date" shall have the meaning in Article II below.

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

"Expenditure Information" shall have the meaning ascribed in in Section 3.2(c).

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

"Facility Improvements" shall have the meaning ascribed in the Recitals above and shall consist of Phase II and Phase III improvements.

"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.

"Grants" shall collectively mean (i) the CEDC Grant; and (ii) the City Grant for a total of fifty-five thousand and no/100 dollars ($55,000.00).

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

"Mural License" shall have the meaning ascribed in the Recitals above.

"Party" and "Parties" shall have the meanings ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer to the City and CEDC, respectively, for payment of the Grants, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City and CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements.

"Phase II" shall have the meaning ascribed in Sec. 3.2(a) and consist of

Attachment: Proposed Agreement (Valley Vines – DIP)

improvements to the patio area of the Property, as depicted in **Exhibit B**.

"Phase III" shall have the meaning ascribed in Sec. 3.2(a) and consist of improvements to the lawn area of the Property, as depicted in **Exhibit B**.

"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/or the CEDC and the Developer and/or Owner, including but not limited to the Mural License.

Article II
Term

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

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of Phase II and Phase III of the Facility Improvements to occur not later than three years from the effective date of this agreement.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit B**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards, and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $100,000 total on all Facility Improvements.

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

Attachment: Proposed Agreement (Valley Vines – DIP)

3.2 Facility Improvements Project.

(a) City Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the City Grant. The City Grant shall consist of two equal payments of $12,500 for each phase of the Facility Improvements, as depicted in the Concept Plan. The Phase II payment of $12,500 shall be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request for Phase II improvements; and (ii) issuance of a certificate of occupancy from the City for the Phase II improvements. The Phase III payment of $12,500 shall be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request for Phase III improvements; and (ii) issuance of a certificate of occupancy from the City for the Phase III improvements.

(b) CEDC Cost Participation. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of $15,000 of the CEDC Grant shall be paid not later than thirty (30) days after the date the last of the following events occurs: (i) CEDC's receipt of a Payment Request; and (ii) issuance of a certificate of occupancy from the City for either phase of the Facility Improvements. The second and final payment of $15,000 of the CEDC Grant shall be paid one year after the date of the initial payment, if there is an ongoing business operating in the Facility, and if the Developer satisfies the conditions in Article IV.

(c) Facility Improvement Cost Verification. Following Completion of Construction of each phase of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of each phase of the Facility Improvements, Developer shall submit to the City and the CEDC a Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of each phase of the Facility Improvements, and such other records as the City and CEDC may reasonably request to verify such the final actual costs are at least $100,000 total on Phase II and Phase III Facility Improvements (the "Expenditure Information"). The City and CEDC shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV
Conditions to Grant Payments

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

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

Attachment: Proposed Agreement (Valley Vines – DIP)

with a Payment Request, including Expenditure Information. The City and CEDC are entitled to verify the Expenditure Information before the Grant is paid.

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

(c) Construction. Commencement of Construction of each phase and Completion of Construction of each phase occur within the time required by this Agreement.

(d) Certificate of Occupancy. Developer shall have timely received a certificate of occupancy for each phase of the Facility Improvements.

(e) Expenditure Information. Developer timely submits Expenditure Information for each phase to the City and the CEDC and both entities verify that Developer incurred costs of at least $100,000 total on the Facility Improvements.

(f) Celina Chamber of Commerce. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement.

(g) Mural License. Owner enters into the Mural License with City for a term of 90 years.

Article V
Termination

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

(a) by mutual written agreement of all of the Parties;
(b) by the City and/or the CEDC, 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 or the CEDC, 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 or the CEDC 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 or CEDC immediately if the Developer files any false documentation relating to the Expenditure Information for either phase submitted to verify the amount of any Payment Request;

Attachment: Proposed Agreement (Valley Vines – DIP)

(g) by the City or CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or

(h) by the City or CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the CEDC may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the CEDC 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 and/or the CEDC has been reduced to judgment by a court. If the City and/or the CEDC exercise this right of offset, the City and/or the CEDC (as applicable) 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/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

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

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

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

Attachment: Proposed Agreement (Valley Vines – DIP)

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

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

If intended for City, to:

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

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Developer, to:

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

With Copy to:

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

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

Attachment: Proposed Agreement (Valley Vines – DIP)

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

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

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

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

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

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

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

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the CEDC grant and the City Grant herein and any other funds received by the Developer from the City and/or the CEDC as of the date of such violation within 120 days after the date the Developer is notified by the City and/or the CEDC 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.

Attachment: Proposed Agreement (Valley Vines – DIP)

EXECUTED on the 9th day of February 2021.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

HANGARTNER COMMERCIAL, INC.

By: _____
Ben Hangartner, Director

Attachment: Proposed Agreement (Valley Vines – DIP)

EXHIBIT "A"
Property Description

Celina Original Donation, Blk 5, Lots 11 and 12

Attachment: Proposed Agreement (Valley Vines – DIP)

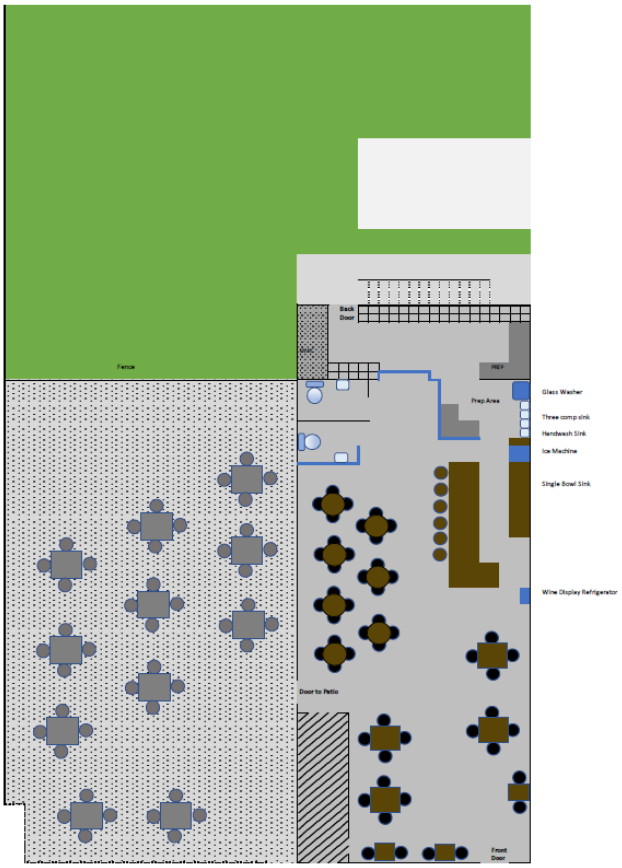
EXHIBIT "B"
CONCEPT PLAN

Valley VINES
TASTING ROOM
Celina, Texas

PHASE II

Upgrade Patio

Stamped Concrete/Pavers
Landscaping to match Square
Tables/Lighting/Heaters



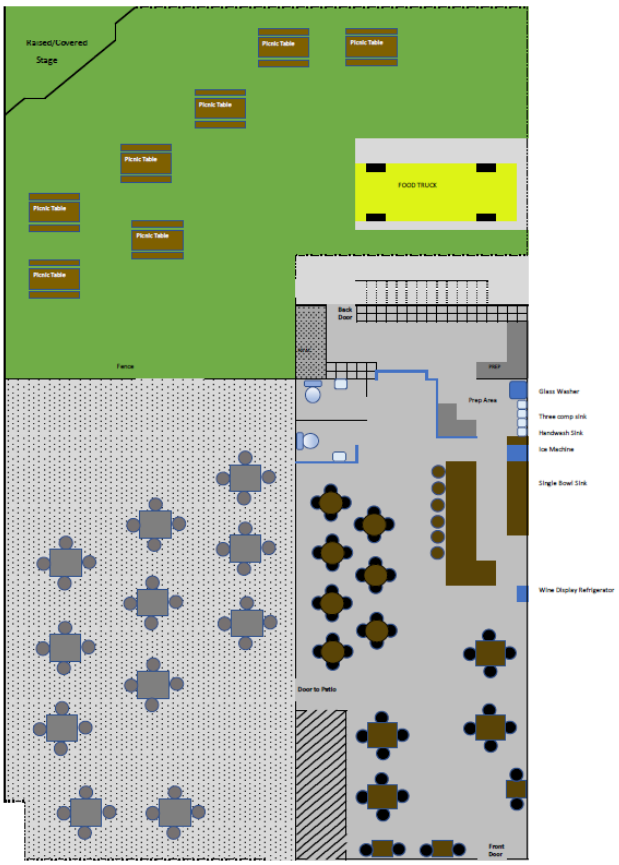
Attachment: Proposed Agreement (Valley Vines – DIP)

PHASE III →

Upgrade Lawn Area

Artificial Turf
Raised/Covered Stage
Food Truck Parking
Fencing
Picnic Tables

Valley VINES
TASTING ROOM
Celina, Texas



Attachment: Proposed Agreement (Valley Vines – DIP)

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:	February 9, 2021
Re:	Master Fee Chart Revision Ordinance

Action Requested:
Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, Wastewater Monthly Rates and Charges, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

Background Information:
Refer to the attached documents for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Ordinance
- Proposed Revisions (redlined)

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2021-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S MASTER FEE CHART; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council is empowered to recover costs through the collection of various fees;

WHEREAS, it is in the best interest of the public health, safety, and welfare that the City's fee schedule be revised.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

SECTION 3
AMENDMENTS

3.01 That the City of Celina Master Fee Chart is hereby amended by way of replacement to read as contained in the attached Exhibit A.

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 CLAUSE

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

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

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. Any person, firm or corporation

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Five Hundred Dollars ($500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ___th day of February 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Faulkner, City Secretary

[SEAL]

APPROVED AS TO FORM:

_____
Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Wastewater Monthly Rates and Charges			
Residential			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	
3/4"	$23.44	$25.54	
1"	$42.11	$45.90	
1-1/2"	$78.59	$85.66	
2"	$134.72	$146.85	
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Mar-21
2,001–5,000	$5.84	$6.37	$6.37
5,001-Maximum	$7.23	$7.88	$7.88
Maximum Gallons	13,000	12,000	11,000
Outside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	
3/4"	$35.15	$38.32	
1"	$63.16	$68.84	
1-1/2"	$117.88	$128.49	
2"	$202.09	$220.27	
Outside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Mar-21
2,001–5,000	$8.76	$9.55	$9.55
5,001–Maximum	$10.85	$11.82	$11.82
Maximum Gallons	13,000	12,000	11,000

Commercial			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	
3/4"	$28.07	$30.59	
1"	$52.64	$57.37	
1-1/2"	$98.24	$107.08	
2"	$168.41	$183.56	
4"	$421.01	$458.90	
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	
2,001 & Above	$6.37	$6.94	

Attachment: Proposed Revisions (redlined) (Master Fee Chart Revision Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	February 9, 2021
Re:	Servpro - Development Agreement

Action Requested:
Consider and act upon a development agreement for Servpro; generally located at the southeast corner of Oklahoma Drive and Cherry Wood Lane, within the City Limits. (Servpro – Development Agreement) (Mohan)

Applicant:
Wilson SFTC, LLC
207 King Road, Suite #100
Frisco, TX 75034

Background:
Please refer to the attachment for additional information.

Supporting Documents:
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380— SERVPRO

This Economic Development Incentive Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City"), Celina Economic Development Corporation (the "CEDC"), Servpro (the "Developer"), and David R. Rhodes & Kathryn L. Boyd (the parent tract "Owner") (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, Developer is the owner of the real property described in **Exhibit "A"**, which consists of an approximately 7.836-acre tract of land in Celina, Collin County, Texas, identified as Property ID 982841 by the Collin County Appraisal District (the "Property").

WHEREAS, the Developer intends to develop the Property a as a multi-lot, multi-building development as generally reflected on the Concept Plan (as defined below): and

WHEREAS, the Developer intends to first build a minimum 11,520 square foot facility to initially be used for a ServPro business, in the location reflected as a 2.5 acre lot on the Concept Plan and as more fully described in submittals filed by Developer with the City, in order to obtain a building permit (the "Facility"); and

WHEREAS, the Developer has advised the City and the CEDC that a contributing factor that would induce the Developer to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction the Facility through economic development grants and incentives as set forth herein; and

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

WHEREAS, the City intends to reduce impact fees assessed against the Developer for the construction and development of the Facility by 50%, per the recommendation of the CEDC; and

WHEREAS, CEDC intends to contribute an amount not to exceed fifty thousand and no/100 dollars ($50,000.00) toward the cost of construction of the Facility; and

WHEREAS, as an incentive for the City to enter into this Agreement with Developer, Developer agrees to the City's building materials and architectural standards for the Facility and all structures to be built on the Property, as described herein; and

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

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

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 to promote local economic development and to stimulate business and commercial activity in the City and Chapter 395 to reduce impact fees for certain public infrastructure improvements; and

WHEREAS, the City has determined that reducing impact fees assessed against Developer for the construction and development of the Facility in accordance with this Agreement is in accordance with the City's Impact Fee Ordinance and the City's Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; (iii) provide public infrastructure improvements needed to serve the Property; and (iv) promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the CEDC Grant (hereinafter defined) for the construction of the Facility to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project," as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the grant for the construction of the Facility in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises 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

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

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

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

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

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

"CEDC" shall have the meaning ascribed in the introductory paragraph above.

"CEDC Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility not to exceed fifty thousand and no/100 dollars ($50,000.00), to be paid as set forth herein.

"City" shall have the meaning ascribed in the introductory paragraph above.

"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) construction on the Facility has commenced.

"Completion of Construction" shall mean 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.

"Concept Plan" shall mean the architectural renderings and design plan attached hereto as **Exhibit "B".**

"Contributions" shall mean the CEDC Grant and the City's reduction of impact fees, as described herein.

"Developer" shall have the meaning ascribed in the introductory paragraph above.

"Effective Date" shall have the meaning in Article II below.

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

"Expenditure Information" shall have the meaning ascribed in Section 3.2(c).

"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.

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

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

"Party" and "Parties" shall have the meaning ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer to the CEDC, respectively, for payment of the CEDC Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility.

"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/or the CEDC and the Developer.

Article II
Term

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

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, the Facility in accordance with this Agreement. Developer shall, subject to events of Force

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

Majeure, cause Commencement of Construction of the Facility to occur not later than March 1, 2022, and subject to events of Force Majeure, cause Completion of Construction of the Facility to occur not later than January 1, 2023 after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit "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 from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $ 1,000,000 on the construction of the Facility.

3.2 Facility Construction Project.

(a) City Contribution. The City agrees, that if Commencement of Construction occurs by the deadline in Section 3.1(a), to reduce impact fees assessed against Developer for the construction and development of the Facility by 50% of the full amount of assessed impact fees. The City agrees to abandon all rights-of-way dedicated to the City over the Property, except for Cherrywood Lane where it is adjacent to Lots 1, 2, 3 and 4 thereon, as depicted in **Exhibit C** by replat to be prepared and submitted for City approval pursuant to City ordinance.

(b) CEDC Contribution. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility through the payment of the CEDC Grant. The initial payment of $12,500.00 of the CEDC Grant shall be paid not later than thirty (30) days after the date the last of the following events to occur for each grant: (i) CEDC's receipt of the Payment Request; (ii) Completion of Construction of the Facility; (iii) CEDC verification of the final actual costs incurred and paid by the Developer for the design and construction of the Facility. The final payment of $12,500.00 of the CEDC Grant shall be paid one year after the initial payment.

(c) Facility Construction Cost Verification. Following Completion of Construction of the Facility, but not later than thirty (30) days after Completion of Construction of the Facility, Developer shall submit to the CEDC a Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Facility, and such other records as the City and the CEDC may reasonably request to verify such the final actual costs are at least $500,000 on the constriction of the Facility (the "Expenditure Information"). The City or the CEDC shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, CEDC shall notify Developer, and Developer shall promptly supply

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV
Conditions to Contributions

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

(a) Payment Request. Developer shall have timely provided any Payment Request, or Expenditure Information. The CEDC and the City are entitled to verify the Expenditure Information before the CEDC Grant is paid.

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

(c) Construction. Commencement of Construction and Completion of Construction occur within the time required by this Agreement.

(d) Expenditure Information. Developer timely submits the Expenditure Information to the City and the CEDC and both entities verify that Developer incurred costs of at least $500,000 on construction of the Facility.

(e) Celina Chamber of Commerce. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement.

(f) Compliance with City Standards. Developer agrees that the Facility and all improvements constructed on the Property shall comply with the following and that the requirements of this paragraph shall be filed in the county land records and run with the land in perpetuity:

(i) All building elevations shall conform to the provisions set forth in the City's approved architectural standards, as they exist or as may be amended in the future.

(ii) *Developer has requested and the Parties agree that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, shall apply to the Property for forty-five (45) years, and Developer voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

Article V
Termination

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

(a) by mutual written agreement of all the Parties;
(b) by the City and/or the CEDC, 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 or the CEDC, 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 or the CEDC 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 or CEDC 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 or CEDC, if any applicable building permits required for the Facility issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or
(h) by the City or CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the CEDC may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the CEDC 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 and/or the CEDC has been reduced to judgment by a court. If the City and/or the CEDC exercise this right of offset, the City and/or the CEDC (as applicable) 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/or the CEDC, and (iii) what other debts were paid and in what amounts.

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

Article VI
Miscellaneous

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

6.2 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..

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

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

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

6.6 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.

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

If intended for City, to:

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

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Developer, to:

Wilson SFTC, LLC
Attn: Gene Difabritis, Owner
Celina Real Estate LP
1600 Dallas Pkwy Ste 100
Dallas, TX 75248

If intended for Parent Tract Owner, to:

David R. Rhodes & Kathryn L. Boyd
5 Meadowchase Trail,
Longview, TX 75605

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

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

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

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

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

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

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

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

6.14 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

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

6.17 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 CEDC grant herein and any other funds received by the Developer from the City and/or the CEDC as of the date of such violation within 120 days after the date the Developer is notified by the City and/or the CEDC 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.

Signature Page(s) Follow

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

EXECUTED on be effective the 9th day of February, 2021.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on February 9, 2021, by Jason Laumer, City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

CELINA ECONOMIC DEVELOPMENT CORP.

By:_____
_____, President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on February _____ 2021, by _____, _____ of the Celina Economic Development Corporation.

_____
Notary Public in and for the State of TEXAS

Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

SERVPRO

By:_____
_____, Developer

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2021, by _____, owner of said Property.

_____
Notary Public in and for the State of TEXAS

DAVID R. RHODES & KATHRYN L. BOYD

By:_____
_____, Parent Tract Owner

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2021, by _____, owner of said Property.

_____
Notary Public in and for the State of TEXAS

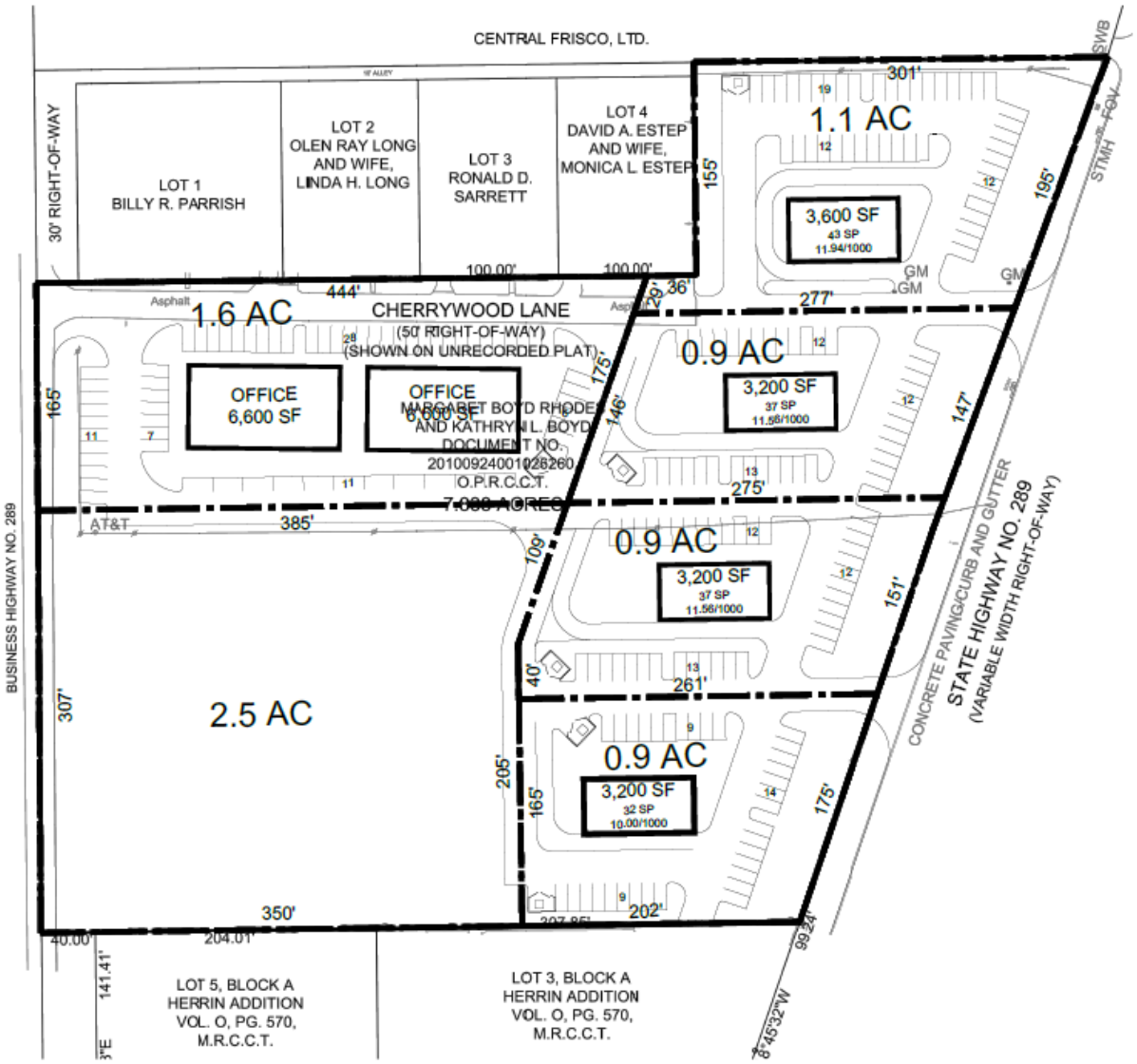
Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

EXHIBIT "A"
PROPERTY DESCRIPTION

MCILROY ADDITION, LOT 5-17 & 18A-22A

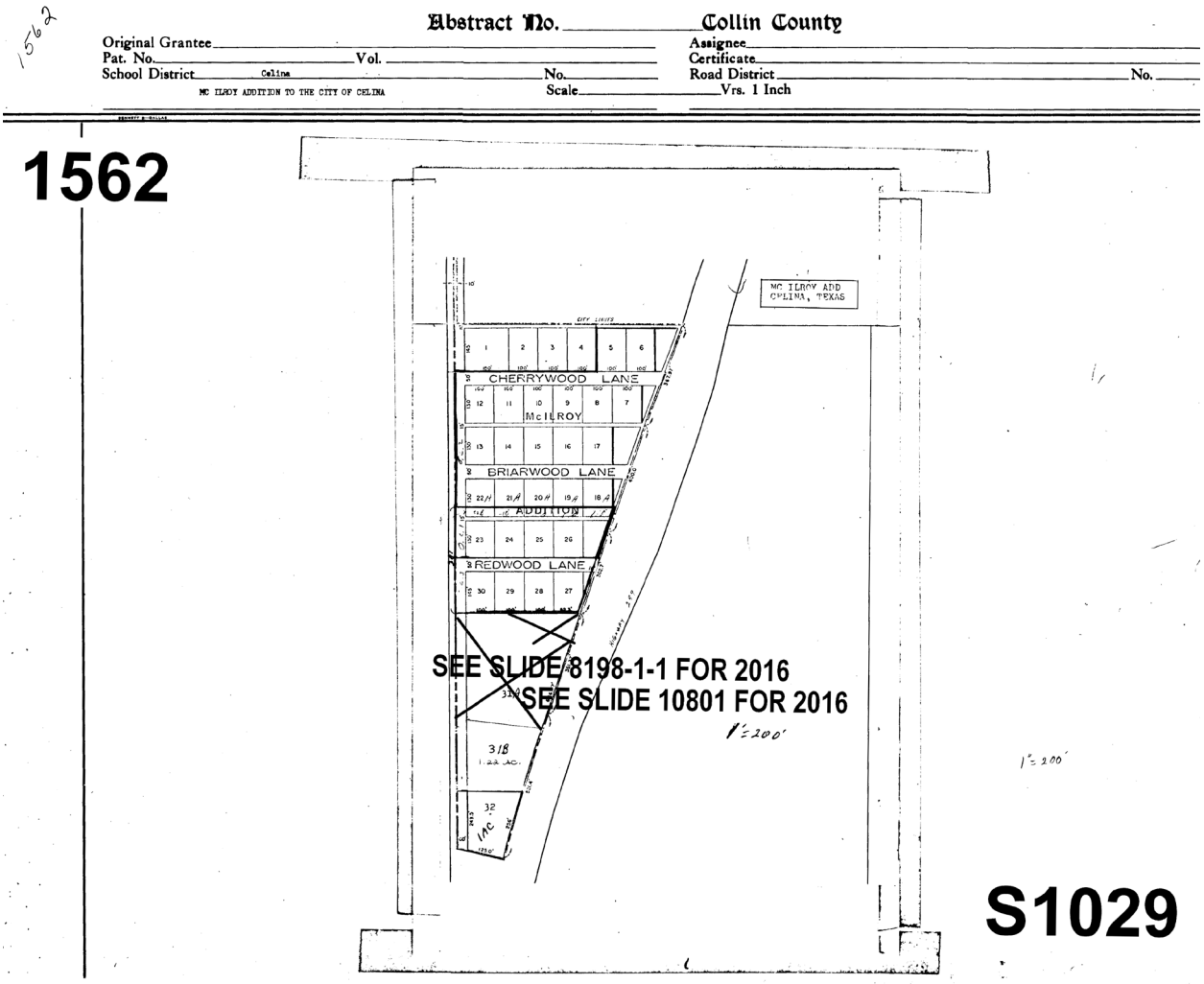
Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

EXHIBIT "B"
CONCEPT PLAN



Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

EXHIBIT C
RIGHT-OF-WAY TO BE ABANDONED



Attachment: 2.9.21 ServPro Incentive Agreement MFM FINAL 2.5.21 (Servpro – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Raha Pouladi, Senior Planner
CC:	Jason Laumer, City Manager
Date:	February 9, 2021
Re:	Edgewood Creek - TIRZ#12 Project and Financing plan

Action Requested:
Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Twelve, City of Celina, Texas. (Edgewood Creek– TIRZ#12 Project and Financing plan) (Pouladi)

Background Information:
The proposed ordinance approves the list of projects for the development and the associated finance plan.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Ordinance
- Final Project and Finance Plan (FPFP)

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE FINAL REINVESTMENT ZONE PROJECT PLAN AND FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWELVE, CITY OF CELINA, TEXAS INCLUDING PERCENT OF PARTICPATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the "Act"), may designate a geographic area within the City and within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by Section 311.003(b) of the Act, the governing body of the City (hereinafter referred to as the "City Council") prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Twelve, City of Celina, Texas*, dated December 8, 2020, approved by Ordinance No. 2020-117 adopted December 8, 2020, for a proposed tax increment reinvestment zone containing approximately 246.54 acres of real property located within the extraterritorial jurisdiction of the City; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on November 16, 2020, which date is not later than the seventh (7^{th}) day before the public hearing held on December 8, 2020; and

WHEREAS, at the public hearing on December 8, 2020, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, after the public hearing on December 8, 2020, the City Council approved Ordinance No. 2020-117, establishing Reinvestment Zone Number Twelve, City of Celina (herein after referred to as the "Zone"); and

WHEREAS, in compliance with the Act, the Board of Directors for the Zone has prepared and recommends the City Council approve the Final Reinvestment Zone Project Plan and Financing Plan, a copy of which is attached hereto as **Exhibit A** (hereinafter referred to as the "Final Project and Financing Plan"); and

WHEREAS, pursuant to Section 311.011(b) of the Act, the recommended final reinvestment zone project plan includes, (1) a description and map showing existing uses and conditions of real property in the Zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated non-

Attachment: Draft Ordinance (Edgewood Creek – TIRZ#12 Project and Financing plan)

project costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan; and

WHEREAS, pursuant to Section 311.011(c) of the Act, the recommended final financing plan includes (1) a detailed list describing the estimated project costs of the Zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the Zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the Zone that levies taxes on real property in the Zone, (7) the current total appraised value of taxable real property in the Zone, (8) the estimated captured appraised valued of the Zone during each year of its existence, and (9) the duration of the Zone; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Ordinance, approving the Final Project and Financing Plan, a copy of which is attached hereto as **Exhibit A**, is in the best interests of the citizens of the City.

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

SECTION 1. FINDINGS. Each and every one of the recitals, findings, and determinations contained in the preamble to this Ordinance is incorporated into the body of this Ordinance as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. SUFFICIENCY. The Final Project and Financing Plan conforms with and satisfies all requirements set forth in Sections 311.011 of the Act. Specifically, the final reinvestment zone project plan includes, but is not limited to, (1) a description and map showing existing uses and conditions of real property in the Zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated non-project costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan. The final financing plan includes, but is not limited to, (1) a detailed list describing the estimated project costs of the Zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the Zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the Zone that levies taxes on real property in the Zone, (7) the current total appraised value of taxable real property in the Zone, (8)

Attachment: Draft Ordinance (Edgewood Creek – TIRZ#12 Project and Financing plan)

the estimated captured appraised valued of the Zone during each year of its existence, and (9) the duration of the Zone.

SECTION 3. FEASIBILITY. The City Council, pursuant to Section 311,011 of the Act, finds that the Final Project and Financing Plan is feasible.

SECTION 4. APPROVING FINAL PROJECT AND FINANCING PLAN. The Board of Directors for the Zone have prepared and recommended adoption of this Final Project and Financing Plan, and have submitted it to this City Council for approval. The City Council hereby approves the Final Project and Financing Plan, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 9TH DAY OF FEBRUARY, 2021.

_____
Chad Anderson, Mayor Pro-Tem

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Attorney for the City

Attachment: Draft Ordinance (Edgewood Creek – TIRZ#12 Project and Financing plan)

Exhibit A
Final Reinvestment Zone Plan and Financing Plan

Attachment: Draft Ordinance (Edgewood Creek – TIRZ#12 Project and Financing plan)

TAX INCREMENT REINVESTMENT ZONE NO. 12

CITY OF CELINA, TEXAS

FINAL PROJECT PLAN
AND
FINANCING PLAN

FEBRUARY 9, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

TAX INCREMENT REINVESTMENT ZONE NO. 12

FINAL PROJECT PLAN AND FINANCING PLAN

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Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

I. INTRODUCTION

A. AUTHORITY AND PURPOSE

The City of Celina, Texas, a Texas home rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City and the extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

B. ELIGIBILITY REQUIREMENTS

An area is eligible under the Act when designated as a tax increment reinvestment zone as it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City. However, pursuant to Section 311.005 (a) (4) and 311.006 (e) of the Act, such designation of a Zone is not subject to the 30% residential property restriction if "…the petition is submitted to the governing body of the municipality or county by the owners of property constituting at least 50 % of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located."

The Zone. By City Council action on December 8, 2020, the City created a tax increment reinvestment zone to be known as "Tax Increment Reinvestment Zone No. 12, City of Celina" (the "Zone") that includes approximately 246.54 acres depicted on **Exhibit A** and described on **Exhibit B** (the "Property"). The Edgewood Creek Public Improvement District (the "PID") includes 246.54 acres comprising the Property. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, Denton County (the "County"), and the region. If the public

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, the County, the School District, and to all of the region quality developments.

C. Preliminary Plan; Hearing

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons spoke for and against the creation of the proposed zone, the boundaries of the proposed zone, and the concept of tax increment financing, and at which hearing the owner of the Property (the "Owner") was given a reasonable opportunity to protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated December 8, 2020 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed is determined by this Final Plan and by the Development Agreement (Edgewood Creek) dated October 8,2020, which require approval by the Board (hereinafter defined) and by the City Council.

D. Creation of the Zone

Upon the closing of the above-referenced public hearing, the City Council adopted Ordinance No. 2020-117 on December 8, 2020 (the "Creation Ordinance") in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of six (6) members (the "Board").

E. Board Recommendations

Upon the creation of the Zone, the Board, during its February 9, 2021, meeting, reviewed this Final Plan and approved and recommended to the City Council to approve this *Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 12, City of Celina* (the "Final Plan") pursuant to which the City, will contribute 47% of its ad valorem tax increment (the "Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone into the TIRZ Fund to pay such costs.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

F. Council Action

The City Council, taking into consideration the recommendations of the Board, considered and approved this Final Plan on February 9, 2021.

G. Summary of Results

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This Final Plan provides assessed value information based on the following:

- The development is to be completed as proposed by MM Edgewood Creek, LLC, a Texas limited liability company (the "Developer");
- The units are sold according to the development pace estimated by the Developer, as summarized in subsequent sections of this report;
- Property values are projected to increase at 1% percent estimated annual rate of inflation through tax year ending 2059;
- The real property tax rate remains static at the fiscal year 2020 level in future years;
- The PID includes the 246.54 acres comprising the Property.
- The City has committed to use **47%** of the incremental revenues generated from the property for a period not to exceed 40 years (40) years from the date of creation or until the amounts of all funds collected as the TIRZ increments placed into all of the applicable TIRZ funds has an aggregate total of $21,108,677, whichever comes first.

In summary, the TIRZ financing analysis indicates that, assuming 1% percent annual inflation through 2059, the TIRZ is estimated to have a projected value of $353,083,221 by 2059 after completion of all phases.

Table I-A below provides the projected total and incremental assessed value for the Zone in 2059. Refer to **Exhibit C**, attached hereto, for more information on the projected incremental value for each year.

Table I-A
Projected Assessed Values

Year	Projected Value	Base Value[1]	Incremental Value
2059	$353,199,000	$115,779	$353,083,221

1 - The base value of $115,779 represents the 2020 appraised value shown in DCAD records.

The assessed values displayed in Table I-A above are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table I-B on the following page. The project is anticipated to be fully built out in calendar year 2026 and the related incremental taxes will become fully available in tax year ending January 31, 2028. Table I-B illustrates the projected incremental assessed value for tax year ending January 31, 2028 inflated at 1% annually.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

Table I-B
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Appraised Value at Buildout as of January 31, 2028	Total Projected Incremental Tax Revenue
City of Celina	$269,346,000	$1,736,535
Total		**$1,736,535**

Refer to **Exhibit C** for projected tax increment revenues for each year under each scenario.

The financing plan for the public improvements contemplates the issuance of special revenue bonds by the City and/or approval of a reimbursement agreement, which are secured by special assessments on property within the Edgewood Creek Public Improvement District ("PID Assessments"). The principal amount of bonds issued in 2021, which are secured by the PID Assessments supplemented by the available TIRZ increments are herein referred to as the "PID Bonds" and are estimated to total $8,120,000. The principal amount of the reimbursement agreement obligation pursuant to that certain Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement, dated January 12, 2021 (the "Phase #1 Reimbursement Agreement") is $4,494,757.00, which amount is secured by the PID Assessments and supplemented by the available TIRZ increments.

A portion of the total public improvement costs are proposed to be funded with the PID Bonds; these costs are referred to as the "TIRZ Project Costs." As a result, real property tax increment revenues are intended to pay an equivalent portion the debt service on the PID Bonds and will be applied as discussed more fully in Edgewood Creek Public Improvement District Service and Assessment Plan.

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Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

II. ASSESSMENT AND TAX COLLECTION PROCEDURES

A. AUTHORITY AND PURPOSE

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all the county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

B. APPEALS

According to the Denton County Appraisal District ("DCAD"), property owners may utilize the County Appraisal District ("CAD") appeal procedures if they have a concern about:

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, CAD or Appraisal Review Board ("ARB") that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the CAD staff, they may have their cases heard by the Appraisal Review Board (ARB). The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the CAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB's order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45th day after it receives notice of the ARB order a request for binding arbitration with the CAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30th day after the property owner receives notice of the ARB's order by filing with the chief appraiser of the CAD a notice of appeal. SPCAD also takes a similar approach.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

C. Taxation Procedures

The assessment and property tax process for each tax year includes the steps shown in Table II-A below.

Table II-A
Property Tax Timeline

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

D. Penalties and Interest

According to the Texas Comptroller, if taxes are not paid by January 31st, penalties and interest will accrue are shown in Table II-B below.

Table II-B
Penalties and Interest

If Tax Paid In:	Penalty		Interest		Total
February	6%	+	1%	=	7%
March	7%	+	2%	=	9%
April	8%	+	3%	=	11%
May	9%	+	4%	=	13%
June	10%	+	5%	=	15%
July	12%	+	6%	=	18%

Penalties reach a maximum of 12% and interest of 1% is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to 15% - 20% of the total taxes, penalties, and interest due.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

E. Historical Levy and Collection Summary

According to City records, on average 104.61 percent of the City real property taxes were collected for each fiscal year from 2015 to 2019, as shown below in Table II-C.

Table II-C
Summary of Levy and Collections

Year	Percentage Collected
2015	102.25%
2016	102.34%
2017	106.56%
2018	102.27%
2019	109.63%
Average	**104.61%**

Source: *City of Celina Annual Financial Report for the year ended September 30, 2019*

F. Tax Sale

According to the Denton County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

G. Tax Rates

Tax rates are set on an annual basis by the City. For fiscal year 2020, the real property tax rate in the City is $0.6450 per $100 of assessed value.

The City tax rate has remained stable in past years. It is likely that the tax rate will change overtime; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table II-D below provides historical tax rates from fiscal years 2015 to 2019.

Table II-D
Historical Tax Rate (2015-2019)

Tax Year	City Tax Rate Per $100 Assessed Value	County Tax Rate Per $100 Assessed Value	Prosper ISD Tax Rate Per $100 Assessed Value	Total Tax Rate
2016	$0.645000	$0.248400	$1.670000	$2.563400
2017	$0.645000	$0.237900	$1.670000	$2.552900
2018	$0.645000	$0.225600	$1.670000	$2.540600
2019	$0.645000	$0.225300	$1.568400	$2.438700
2020	$0.645000	$0.225000	$1.492700	$2.362700

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

III. PROJECT PLAN

A. DESCRIPTIONS AND MAPS

Existing Uses and Conditions. The Property in the Zone is contiguous and is currently located within the City's extraterritorial jurisdiction. The Property is comprised of approximately 246.54 acres.

The Property is underdeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on **Exhibit A**.

Proposed Uses. Once annexed into the City, the Property will be zoned consistent with the development standards ("Development Standards" included in the Edgewood Creek Development Agreement and which are also attached herein as **Exhibit I**. A map of the Property is shown in **Exhibit D** and description of the proposed uses of the Property are shown on Table III-A below.

Table III-A
Description of Proposes Uses

Property Type	Estimated Completion	Number of Units
For sale single-family	2026	847
Total		**847**

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on **Exhibit B**. The list of Parcels in the Zone is shown in **Exhibit E.**

B. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

Development of the Property will involve only those changes established by the City pursuant to the applicable Zoning Ordinances.

C. ESTIMATED NON-PROJECT COSTS

Non-project costs are funds that will be spent to develop in the Zone but will not be financed by the Zone. The Non-Project costs to be funded by non-public funding sources are estimated at $12,446,551 for the total property within the Zone.

D. RELOCATION OF DISPLACED PERSONS

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

IV. FINANCING PLAN

A. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the initial Public Improvements (as defined herein) are estimated to be $28,521,316, as set forth in **Exhibit F**. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer of the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund (hereinafter defined) before any other Project Costs are paid.

B. PROPOSED PUBLIC IMPROVEMENTS

Categories of Public Improvements. The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed within the Zone are as follows: water and wastewater improvements, sanitary and storm sewer improvements, road, paving, and landscape and irrigation improvements. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and Mustang Special Utility District standards and shall be reviewed, inspected, approved, and accepted by the City and/or Mustang Special Utility District.

Locations of Public Improvements. The estimated locations of the proposed Public Improvements are shown in **Exhibit G**. These locations are provided for informational purposes only and may be revised by City Staff without amending the Final Plan.

C. ECONOMIC FEASIBILITY

The development is proposed to be developed on vacant land. As shown in **Exhibit H**, the current aggregate appraised value of the property in the development is $115,779 (shown as assessed value in the DCAD records). The development is projected to be fully built-out by calendar year 2026 based on the preliminary absorption estimated by the Developer.

For purposes of this Final Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in **Exhibit C**. This evaluation focuses only on 'direct' financial benefits (i.e., projected tax revenues from new development in the Zone) of the initial Public Improvements funded by the Zone and does not take into consideration the potential 'multiplier effect' of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and outside of the Zone. The new proposed development could not occur without the Public Improvements required to be constructed within the Zone. The total projected value of

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

the new development at build-out as of the year ending December 31, 2026 is $269,346,000. The new development is projected to generate approximately $72,502,029 in total new real property tax increments during the anticipated term of the Zone as shown in Table IV-A below.

Table IV-A
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Appraised Value at Buildout as of January 31, 2028	Total Projected Incremental Tax Revenue
City of Celina	$269,346,000	$72,502,029
Total		**$72,502,029**

These projections assume an annual property value inflation factor of 1.0%.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for all taxing units by new development within the Zone will be retained by those taxing units. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units.

For properties within the TIRZ, 47% of the total City incremental real property tax revenues (total tax rate) generated from the Property for a period not to exceed forty (40) years from the date of creation or until the amounts of all funds collected as the TIRZ increments placed into all of the applicable TIRZ funds has an aggregate total of $21,108,677, whichever comes first, will be pledged to the TIRZ Fund as shown in Table IV-B below.

Table IV-B
TIRZ Participation

Jurisdiction	TIRZ Participation level as % of Total Tax Rate	Maximum TIRZ Increments available for Project Costs and Administrative Costs
City of Celina	47%	$21,108,677

D. ESTIMATED BONDED INDEBTEDNESS

It is proposed that 246.54 acres comprising the Zone will be located within the PID. It is anticipated that PID Bonds or other similar debt obligations may be incurred in 2021, in which a credit in the amount equal to 47% of the City total incremental real property tax revenue for properties within the Zone will be made to offset the PID Assessments imposed on the property within the PID.

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E. Estimated Time for Costs or Obligations

The Project Costs are estimated to be incurred within sixty (60) months. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

F. Method of Financing

The City will, in the future, pay (using the TIRZ funds) the Project Costs to construct the Public Improvements. The Final Plan shall obligate the City to pay from the TIRZ Fund all actual Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the respective governing body. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the Tax Increment calculated as a millage rate per $100 of captured appraised value in the Zone that equals **47%** of the City's total real property tax rate for properties in the Zone for years one through forty (1-40).

G. Total Appraised Value

The current preliminary total appraised value of taxable real property in the Zone is $115,779 as shown in **Exhibit H**. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone is estimated to be $353,199,000.

H. Estimated Captured Appraised Value Taxable by the City

The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. If the Zone is created during calendar year 2020, the tax increment base of the Property will be $115,779 as shown in **Exhibit H**.

I. Duration of the Zone; Termination

The stated term of the Zone shall be forty (1-40) years and commence on January 1, 2020, and shall continue until year ending December 31, 2059, unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

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V. ASSUMPTION AND LIMITATIONS

The valuation of property for real property tax purposes is determined by the CADs. This plan attempts to estimate how the CAD may estimate the value of the subject properties in the future. The values estimated by the CAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The CAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone will be able or willing to pay property taxes or if the tax collector will be able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for debt service on the bonds.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2020 as shown in Table II-D. Real property tax rates have remained stable over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for debt on the bonds.

This report includes projections of tax increment revenues based on one percent annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2020. Values in any future year may be less than values in 2020.

This report assumes that the subject properties will be developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay debt service on the bonds. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.

2. No material changes will occur in (a) any federal, state or local law, regulation or code affecting the subject properties or (b) any federal, state or local grant, financing or other program to be utilized in connection with the subject properties.

3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.

4. The subject properties will be served by adequate transportation, utilities and governmental facilities.

5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.

6. The subject properties will be developed, marketed, and operated in a highly professional manner.

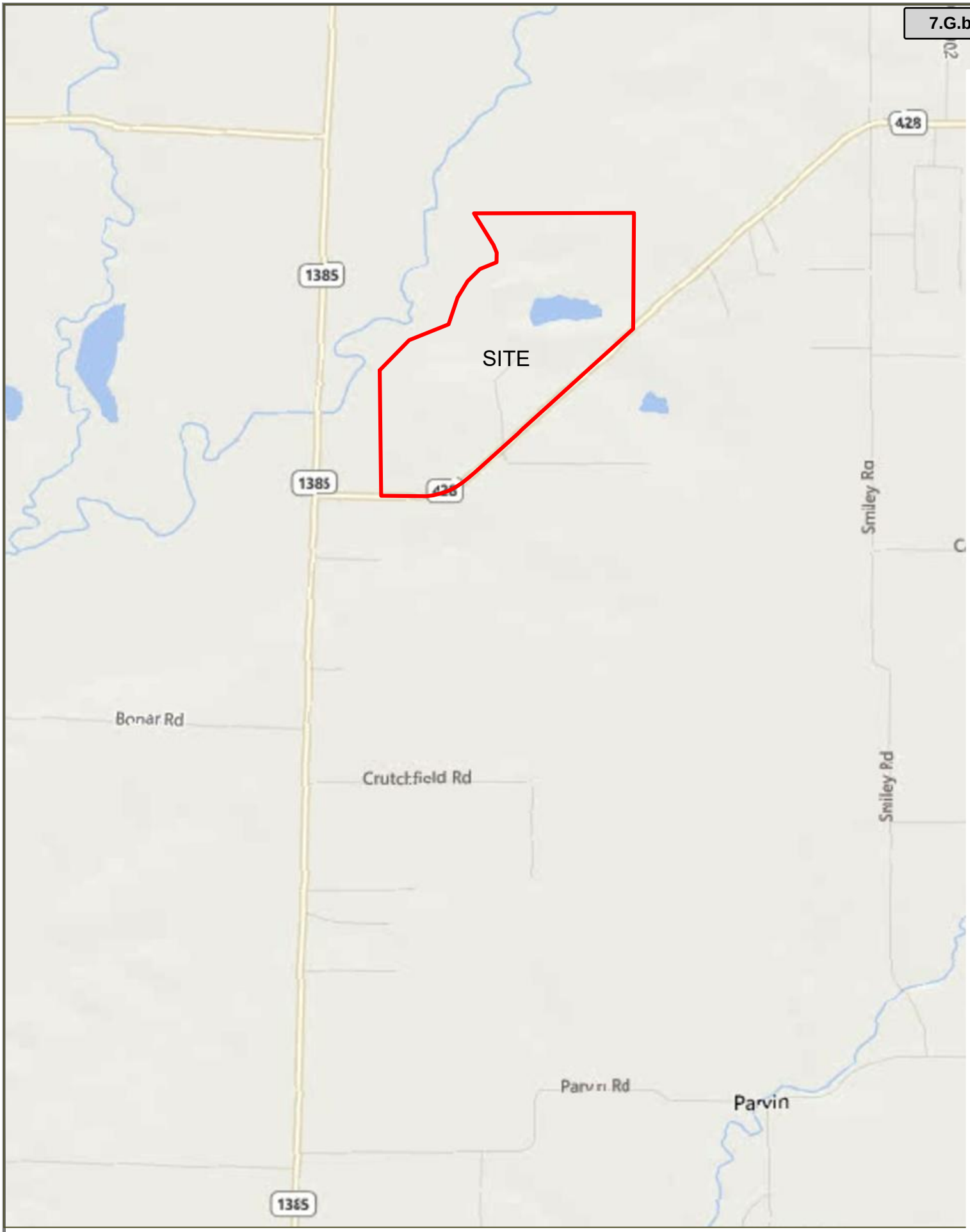
7. There are no existing, impending or threatened litigation that could hinder the development, marketing, or operation of the subject properties.

8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

EXHIBIT A
MAP OF THE PROPERTY AND TIRZ ZONE

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)



AREA LOCATION MAP
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

S:\2019\2019013-00 Edgewood Creek\CAD\EXHIBITS\201901300LP21 Edgewood Creek PID Area Map 10122020.dwg Oct 14,2020 - 1:27 pm chancock

PARENT
TRACT
148.7 ACRES

EDGEWOOD CREEK
DEVELOPMENT
246.54 ACRES

FM 1385

FM 428

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Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

EDGEWOOD CREEK DEVELOPMENT
DENTON COUNTY, TEXAS

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

Legal Description (246.54 Acres):

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

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

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

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

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

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

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

THENCE through the interior of said called 586.196 acre tract as follows:
North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

EXHIBIT C
PROJECTED ABSORPTION, INCREMENTAL ASSESSED VALUES AND INCREMENTAL REAL PROPERTY TAXES

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

Appendix C-1
Projected Absorption & Assessed Value

Development Year Ending	Assessed As Of	Tax Year Ending	Inflation Factor	Units[3]	Cumulative	Projected Home Price	Total Projected Assessed Value
31-Dec-20	1-Jan-21	31-Jan-22	100%	0	0	$300,000	$0
31-Dec-21	1-Jan-22	31-Jan-23	101%	75	75	$303,000	$22,725,000
31-Dec-22	1-Jan-23	31-Jan-24	102%	175	250	$306,000	$76,500,000
31-Dec-23	1-Jan-24	31-Jan-25	103%	175	425	$309,000	$131,325,000
31-Dec-24	1-Jan-25	31-Jan-26	104%	175	600	$312,000	$187,200,000
31-Dec-25	1-Jan-26	31-Jan-27	105%	175	775	$315,000	$244,125,000
31-Dec-26	1-Jan-27	31-Jan-28	106%	72	847	$318,000	$269,346,000
31-Dec-27	1-Jan-28	31-Jan-29	107%	0	847	$321,000	$271,887,000
31-Dec-28	1-Jan-29	31-Jan-30	108%	0	847	$324,000	$274,428,000
31-Dec-29	1-Jan-30	31-Jan-31	109%	0	847	$327,000	$276,969,000
31-Dec-30	1-Jan-31	31-Jan-32	110%	0	847	$330,000	$279,510,000
31-Dec-31	1-Jan-32	31-Jan-33	111%	0	847	$333,000	$282,051,000
31-Dec-32	1-Jan-33	31-Jan-34	112%	0	847	$336,000	$284,592,000
31-Dec-33	1-Jan-34	31-Jan-35	113%	0	847	$339,000	$287,133,000
31-Dec-34	1-Jan-35	31-Jan-36	114%	0	847	$342,000	$289,674,000
31-Dec-35	1-Jan-36	31-Jan-37	115%	0	847	$345,000	$292,215,000
31-Dec-36	1-Jan-37	31-Jan-38	116%	0	847	$348,000	$294,756,000
31-Dec-37	1-Jan-38	31-Jan-39	117%	0	847	$351,000	$297,297,000
31-Dec-38	1-Jan-39	31-Jan-40	118%	0	847	$354,000	$299,838,000
31-Dec-39	1-Jan-40	31-Jan-41	119%	0	847	$357,000	$302,379,000
31-Dec-40	1-Jan-41	31-Jan-42	120%	0	847	$360,000	$304,920,000
31-Dec-41	1-Jan-42	31-Jan-43	121%	0	847	$363,000	$307,461,000
31-Dec-42	1-Jan-43	31-Jan-44	122%	0	847	$366,000	$310,002,000
31-Dec-43	1-Jan-44	31-Jan-45	123%	0	847	$369,000	$312,543,000
31-Dec-44	1-Jan-45	31-Jan-46	124%	0	847	$372,000	$315,084,000
31-Dec-45	1-Jan-46	31-Jan-47	125%	0	847	$375,000	$317,625,000
31-Dec-46	1-Jan-47	31-Jan-48	126%	0	847	$378,000	$320,166,000
31-Dec-47	1-Jan-48	31-Jan-49	127%	0	847	$381,000	$322,707,000
31-Dec-48	1-Jan-49	31-Jan-50	128%	0	847	$384,000	$325,248,000
31-Dec-49	1-Jan-50	31-Jan-51	129%	0	847	$387,000	$327,789,000
31-Dec-50	1-Jan-51	31-Jan-52	130%	0	847	$390,000	$330,330,000
31-Dec-51	1-Jan-52	31-Jan-53	131%	0	847	$393,000	$332,871,000
31-Dec-52	1-Jan-53	31-Jan-54	132%	0	847	$396,000	$335,412,000
31-Dec-53	1-Jan-54	31-Jan-55	133%	0	847	$399,000	$337,953,000
31-Dec-54	1-Jan-55	31-Jan-56	134%	0	847	$402,000	$340,494,000
31-Dec-55	1-Jan-56	31-Jan-57	135%	0	847	$405,000	$343,035,000
31-Dec-56	1-Jan-57	31-Jan-58	136%	0	847	$408,000	$345,576,000
31-Dec-57	1-Jan-58	31-Jan-59	137%	0	847	$411,000	$348,117,000
31-Dec-58	1-Jan-59	31-Jan-60	138%	0	847	$414,000	$350,658,000
31-Dec-59	1-Jan-60	31-Jan-61	139%	0	847	$417,000	$353,199,000
Total				847			

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

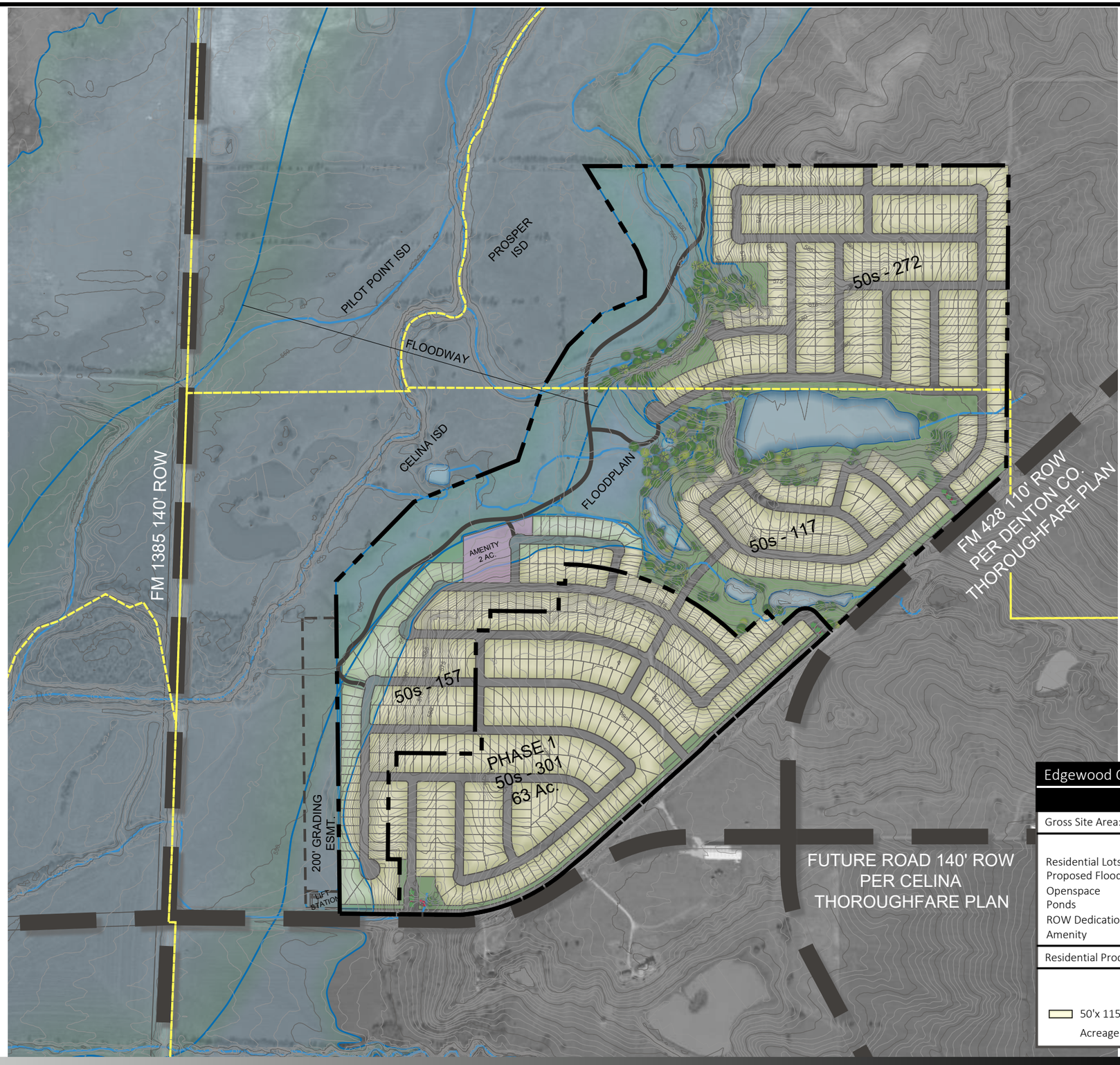
Exhibit C-2
Estimated Incremental Assessed Values & Taxes

Development Year Ending	Assessed As Of	Tax Year Ending	Total Projected Assessed Value	Base Value	Estimated Incremental Value	Tax Rate	Projected Incremental Taxes	TIRZ Participation Percentage	Projected TIRZ Obligations
31-Dec-20	1-Jan-21	31-Jan-22	$0	($115,779)	$0	$0.6450	$0	47%	$0
31-Dec-21	1-Jan-22	31-Jan-23	$22,725,000	($115,779)	$22,609,221	$0.6450	$145,829	47%	$68,540
31-Dec-22	1-Jan-23	31-Jan-24	$76,500,000	($115,779)	$76,384,221	$0.6450	$492,678	47%	$231,559
31-Dec-23	1-Jan-24	31-Jan-25	$131,325,000	($115,779)	$131,209,221	$0.6450	$846,299	47%	$397,761
31-Dec-24	1-Jan-25	31-Jan-26	$187,200,000	($115,779)	$187,084,221	$0.6450	$1,206,693	47%	$567,146
31-Dec-25	1-Jan-26	31-Jan-27	$244,125,000	($115,779)	$244,009,221	$0.6450	$1,573,859	47%	$739,714
31-Dec-26	1-Jan-27	31-Jan-28	$269,346,000	($115,779)	$269,230,221	$0.6450	$1,736,535	47%	$816,171
31-Dec-27	1-Jan-28	31-Jan-29	$271,887,000	($115,779)	$271,771,221	$0.6450	$1,752,924	47%	$823,874
31-Dec-28	1-Jan-29	31-Jan-30	$274,428,000	($115,779)	$274,312,221	$0.6450	$1,769,314	47%	$831,577
31-Dec-29	1-Jan-30	31-Jan-31	$276,969,000	($115,779)	$276,853,221	$0.6450	$1,785,703	47%	$839,281
31-Dec-30	1-Jan-31	31-Jan-32	$279,510,000	($115,779)	$279,394,221	$0.6450	$1,802,093	47%	$846,984
31-Dec-31	1-Jan-32	31-Jan-33	$282,051,000	($115,779)	$281,935,221	$0.6450	$1,818,482	47%	$854,687
31-Dec-32	1-Jan-33	31-Jan-34	$284,592,000	($115,779)	$284,476,221	$0.6450	$1,834,872	47%	$862,390
31-Dec-33	1-Jan-34	31-Jan-35	$287,133,000	($115,779)	$287,017,221	$0.6450	$1,851,261	47%	$870,093
31-Dec-34	1-Jan-35	31-Jan-36	$289,674,000	($115,779)	$289,558,221	$0.6450	$1,867,651	47%	$877,796
31-Dec-35	1-Jan-36	31-Jan-37	$292,215,000	($115,779)	$292,099,221	$0.6450	$1,884,040	47%	$885,499
31-Dec-36	1-Jan-37	31-Jan-38	$294,756,000	($115,779)	$294,640,221	$0.6450	$1,900,429	47%	$893,202
31-Dec-37	1-Jan-38	31-Jan-39	$297,297,000	($115,779)	$297,181,221	$0.6450	$1,916,819	47%	$900,905
31-Dec-38	1-Jan-39	31-Jan-40	$299,838,000	($115,779)	$299,722,221	$0.6450	$1,933,208	47%	$908,608
31-Dec-39	1-Jan-40	31-Jan-41	$302,379,000	($115,779)	$302,263,221	$0.6450	$1,949,598	47%	$916,311
31-Dec-40	1-Jan-41	31-Jan-42	$304,920,000	($115,779)	$304,804,221	$0.6450	$1,965,987	47%	$924,014
31-Dec-41	1-Jan-42	31-Jan-43	$307,461,000	($115,779)	$307,345,221	$0.6450	$1,982,377	47%	$931,717
31-Dec-42	1-Jan-43	31-Jan-44	$310,002,000	($115,779)	$309,886,221	$0.6450	$1,998,766	47%	$939,420
31-Dec-43	1-Jan-44	31-Jan-45	$312,543,000	($115,779)	$312,427,221	$0.6450	$2,015,156	47%	$947,123
31-Dec-44	1-Jan-45	31-Jan-46	$315,084,000	($115,779)	$314,968,221	$0.6450	$2,031,545	47%	$954,826
31-Dec-45	1-Jan-46	31-Jan-47	$317,625,000	($115,779)	$317,509,221	$0.6450	$2,047,934	47%	$962,529
31-Dec-46	1-Jan-47	31-Jan-48	$320,166,000	($115,779)	$320,050,221	$0.6450	$2,064,324	47%	$970,232
31-Dec-47	1-Jan-48	31-Jan-49	$322,707,000	($115,779)	$322,591,221	$0.6450	$2,080,713	17%	$346,719
31-Dec-48	1-Jan-49	31-Jan-50	$325,248,000	($115,779)	$325,132,221	$0.6450	$2,097,103	0%	$0
31-Dec-49	1-Jan-50	31-Jan-51	$327,789,000	($115,779)	$327,673,221	$0.6450	$2,113,492	0%	$0
31-Dec-50	1-Jan-51	31-Jan-52	$330,330,000	($115,779)	$330,214,221	$0.6450	$2,129,882	0%	$0
31-Dec-51	1-Jan-52	31-Jan-53	$332,871,000	($115,779)	$332,755,221	$0.6450	$2,146,271	0%	$0
31-Dec-52	1-Jan-53	31-Jan-54	$335,412,000	($115,779)	$335,296,221	$0.6450	$2,162,661	0%	$0
31-Dec-53	1-Jan-54	31-Jan-55	$337,953,000	($115,779)	$337,837,221	$0.6450	$2,179,050	0%	$0
31-Dec-54	1-Jan-55	31-Jan-56	$340,494,000	($115,779)	$340,378,221	$0.6450	$2,195,440	0%	$0
31-Dec-55	1-Jan-56	31-Jan-57	$343,035,000	($115,779)	$342,919,221	$0.6450	$2,211,829	0%	$0
31-Dec-56	1-Jan-57	31-Jan-58	$345,576,000	($115,779)	$345,460,221	$0.6450	$2,228,218	0%	$0
31-Dec-57	1-Jan-58	31-Jan-59	$348,117,000	($115,779)	$348,001,221	$0.6450	$2,244,608	0%	$0
31-Dec-58	1-Jan-59	31-Jan-60	$350,658,000	($115,779)	$350,542,221	$0.6450	$2,260,997	0%	$0
31-Dec-59	1-Jan-60	31-Jan-61	$353,199,000	($115,779)	$353,083,221	$0.6450	$2,277,387	0%	$0
Total							**$72,502,029**		**$21,108,677**

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing

EXHIBIT D
MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)



Edgewood Creek Concept Plan 19

DATA TABLE

Gross Site Area:		247 +/-
	Acres	Gross %
Residential Lots	165	67%
Proposed Floodplain	45	18%
Openspace	24	10%
Ponds	9	3%
ROW Dedication	2	1%
Amenity	2	1%

Residential Product Type:

	PHASE 1	FUTURE PHASE	TOTAL
50'x 115' Lot	301	546	847
Acreage	63	184	247

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

EDGEWOOD CREEK DEVELOPMENT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1" = 400'
DATE: AUGUST 2020

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EXHIBIT E
LIST OF PARCELS IN THE ZONE

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

Exhibit E
List of Parcels in the Zone

Property ID	Owner	Property Address	Acres[1]
533564	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	0.20
52837	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	70.30
52702	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	22.40
52672	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	73.20
52682	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	49.30
52621	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	30.10
Total			245.50

1-Approximate acreage shown. Exact acreage will be updated as plats are recorded and exact acreages are determined.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing

EXHIBIT F
PROJECT COSTS

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

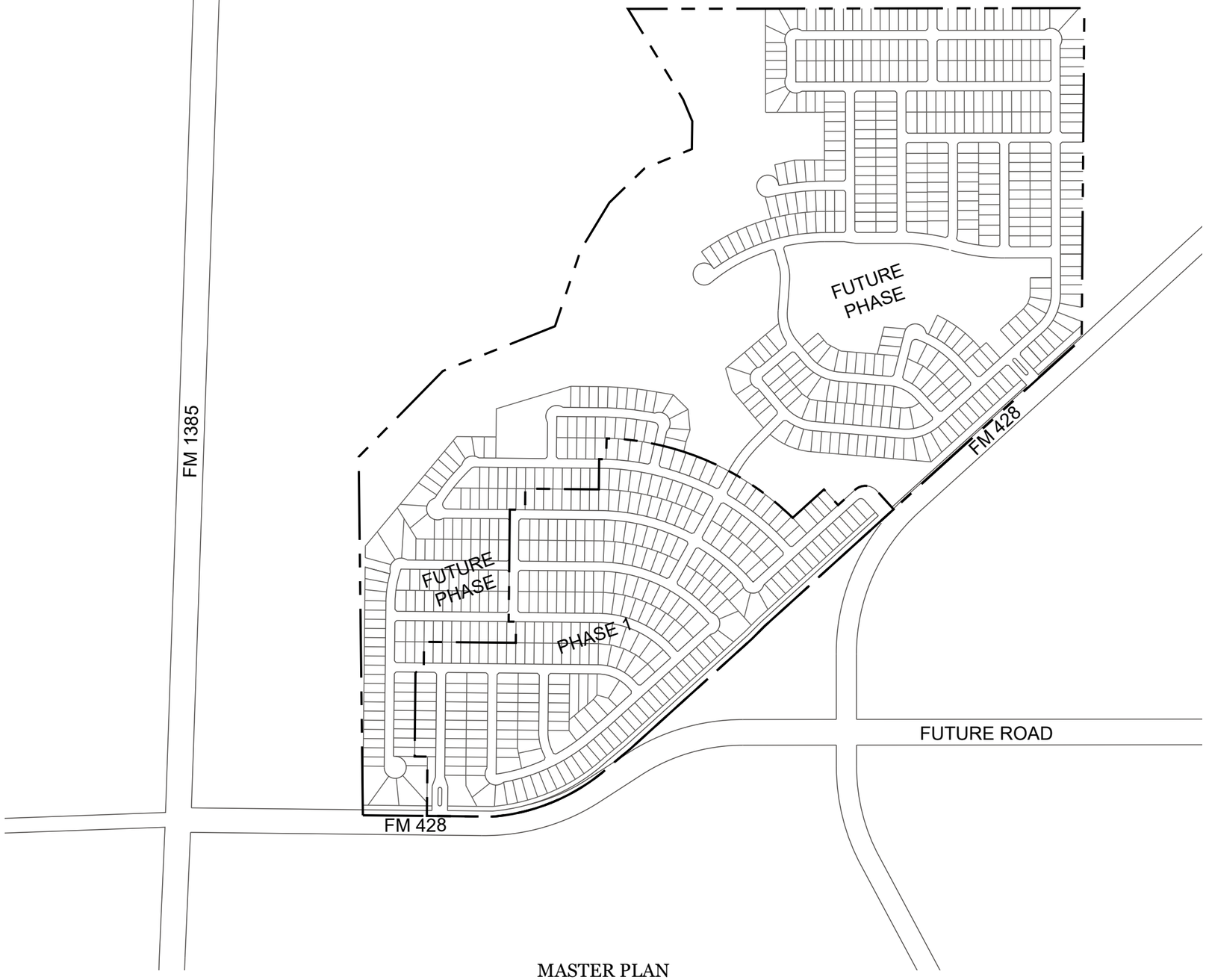
Exhibit F
Project Costs

Sources of Funds	Phase #1	Future	TIRZ/PID Debt
Direct Phase Costs			
Hard Costs			
Engineering	$932,649	$1,189,191	$2,121,840
Grading Site Preparation	$105,349	$429,740	$535,089
Water	$549,505	$1,369,293	$1,918,798
Sanitary Sewer	$799,169	$1,576,410	$2,375,579
Storm Drain	$779,297	$1,508,188	$2,287,485
Street Improvements	$1,959,568	$4,563,482	$6,523,050
Dry Utilities	$109,000	$0	$109,000
Contingency	$256,277	$521,387	$777,664
ROW Acquisition	$1,040,000	$2,000,000	$3,040,000
Sub-total Direct Phase Costs	*$6,530,814*	*$13,157,691*	*$19,688,505*
Major Improvement Costs			
Engineering	$422,192	$616,617	$1,038,809
Water	$313,025	$593,424	$906,449
Sanitary Sewer	$303,800	$514,335	$818,135
Storm Drain	$500,000	$0	$500,000
Street Improvements	$610,000	$0	$610,000
Screening/Landscape/Ret Walls	$1,111,788	$1,007,400	$2,119,188
Contingency	$163,040	$212,189	$375,229
District Formation Costs	$578,000	$0	$578,000
FM 428 Improvements	$1,887,000	$0	$1,887,000
Sub-total Major Improvement Costs	*$5,888,845*	*$2,943,965*	*$8,832,810*
Private Improvement Costs			
Engineering	$15,165	$429,848	$445,013
Grading Site Preparation	$1,257,553	$2,828,161	$4,085,714
Screening/Landscape/Ret Walls	$1,001,800	$1,819,014	$2,820,814
Dry Utilities	$421,400	$698,394	$1,119,794
MSUD Water & Sewer - Escrow	$1,600,000	$0	$1,600,000
Contingency	$214,796	$270,021	$484,817
City Assessment Fee	$250,000	$0	$250,000
Amenity Center Improvements	$1,500,000	$0	$1,500,000
Rollback Taxes	$140,400	$0	$140,400
Sub-total soft costs	*$6,401,114*	*$6,045,438*	*$12,446,552*
Total Improvement Costs	**18,820,773**	**22,147,094**	**40,967,867**

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

EXHIBIT G
MAP OF PUBLIC IMPROVEMENTS

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)



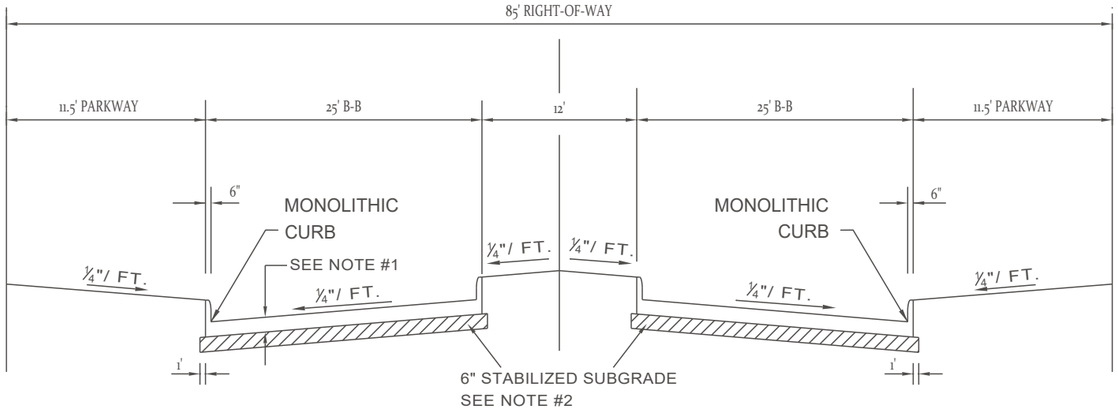
MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

S:\2019\20190013-00 Edgewood Creek\CAD\EXHIBITS\20190130OLP21 Edgewood Creek PID Master Plan08262020.dwg Oct 14 2020 - 10:27 am chancock

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

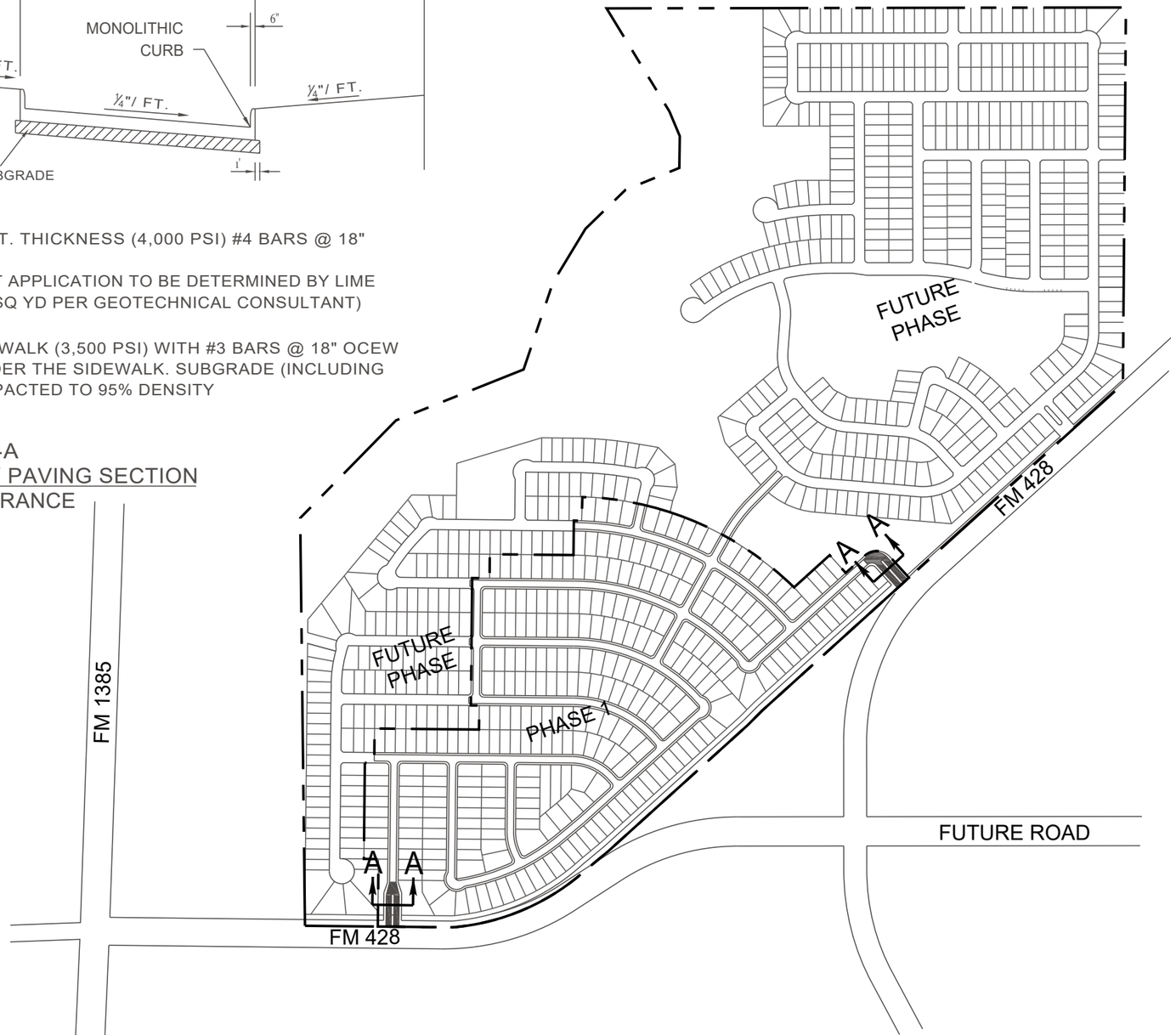


NOTES:

1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" OCEW
2. RATE OF LIME/CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
3. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION A-A
TYPICAL DIVIDED ROADWAY PAVING SECTION
SUBDIVISION ENTRANCE

SCALE: NTS



MAJOR ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

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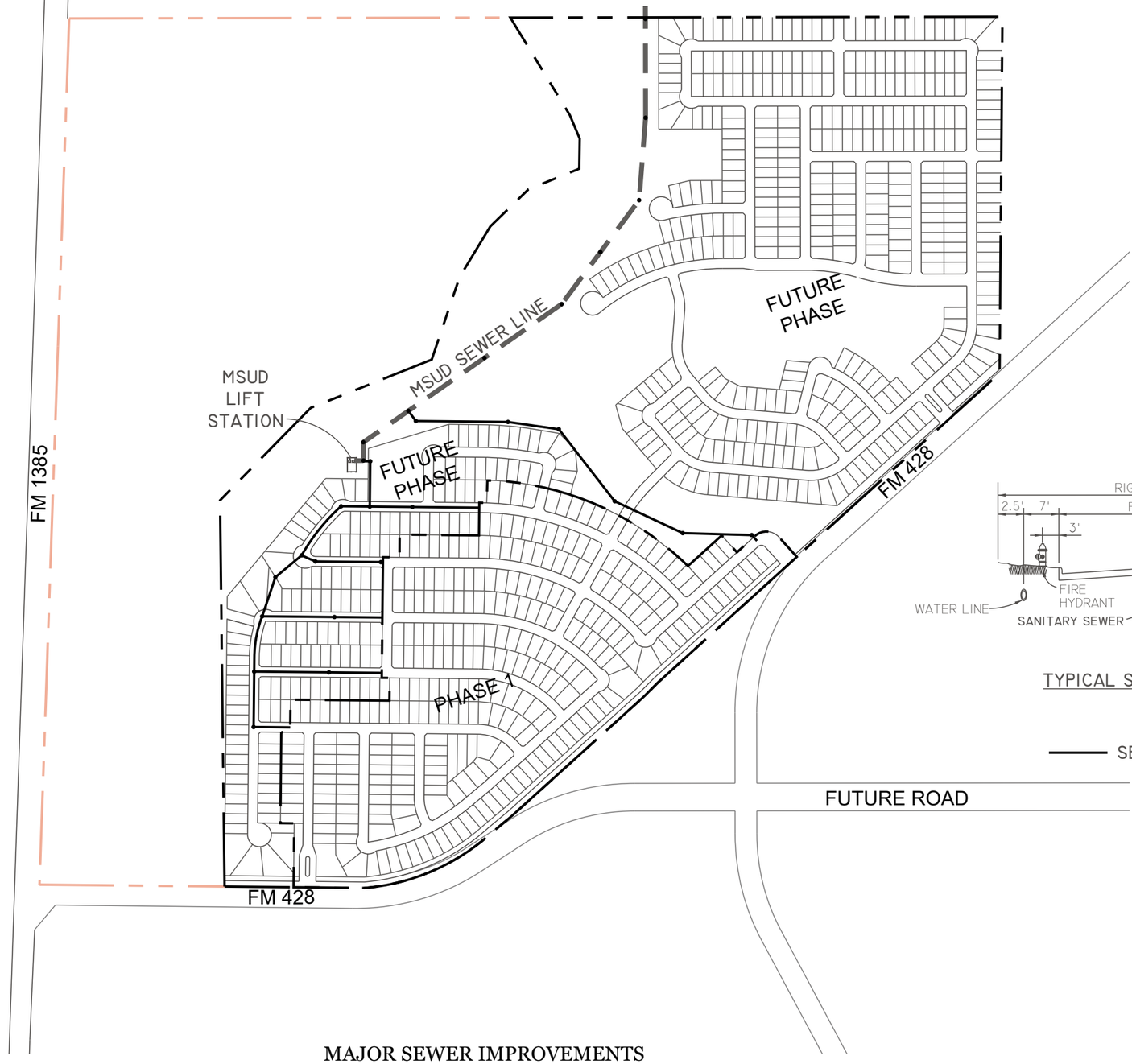

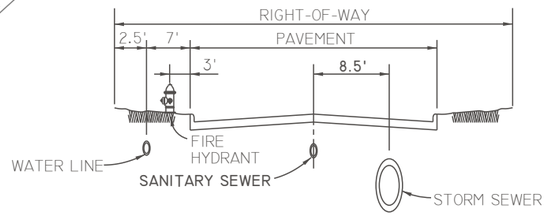

TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

MAJOR SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

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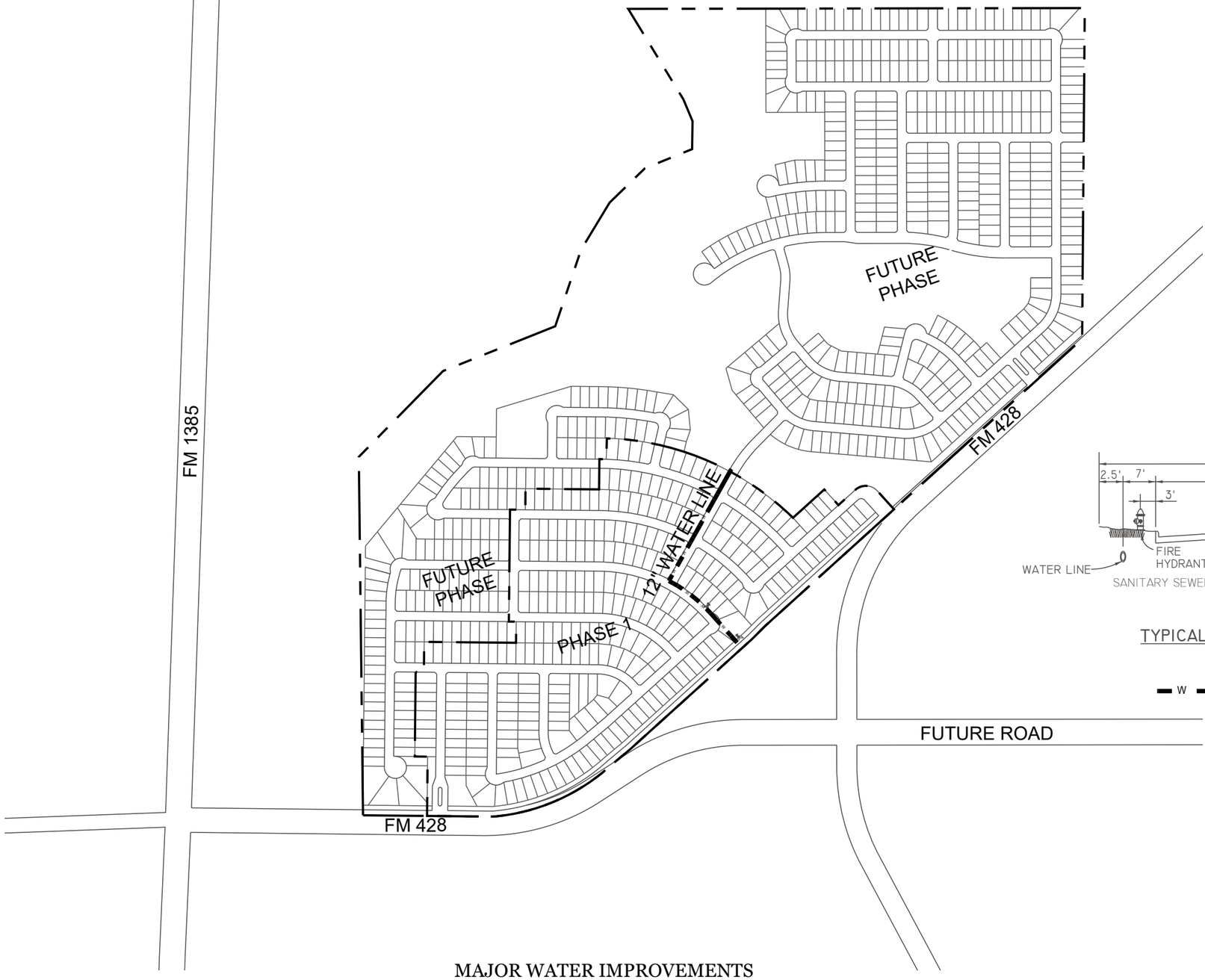

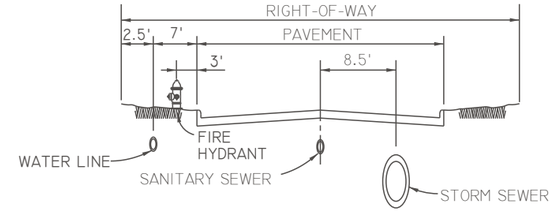

TYPICAL WATER LOCATION
N.T.S.

W 12" WATER LINE

MAJOR WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

DATE:AUGUST 2020

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

S:\2019\20190013-00 Edgewood Creek\CAD\EXHIBITS\20190013001_P21 Edgewood Creek PID MI Water 08262020 dwg Oct 14 2020 - 10:24 am charcock

PHASE 1 MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1" = 400'
DATE:AUGUST 2020

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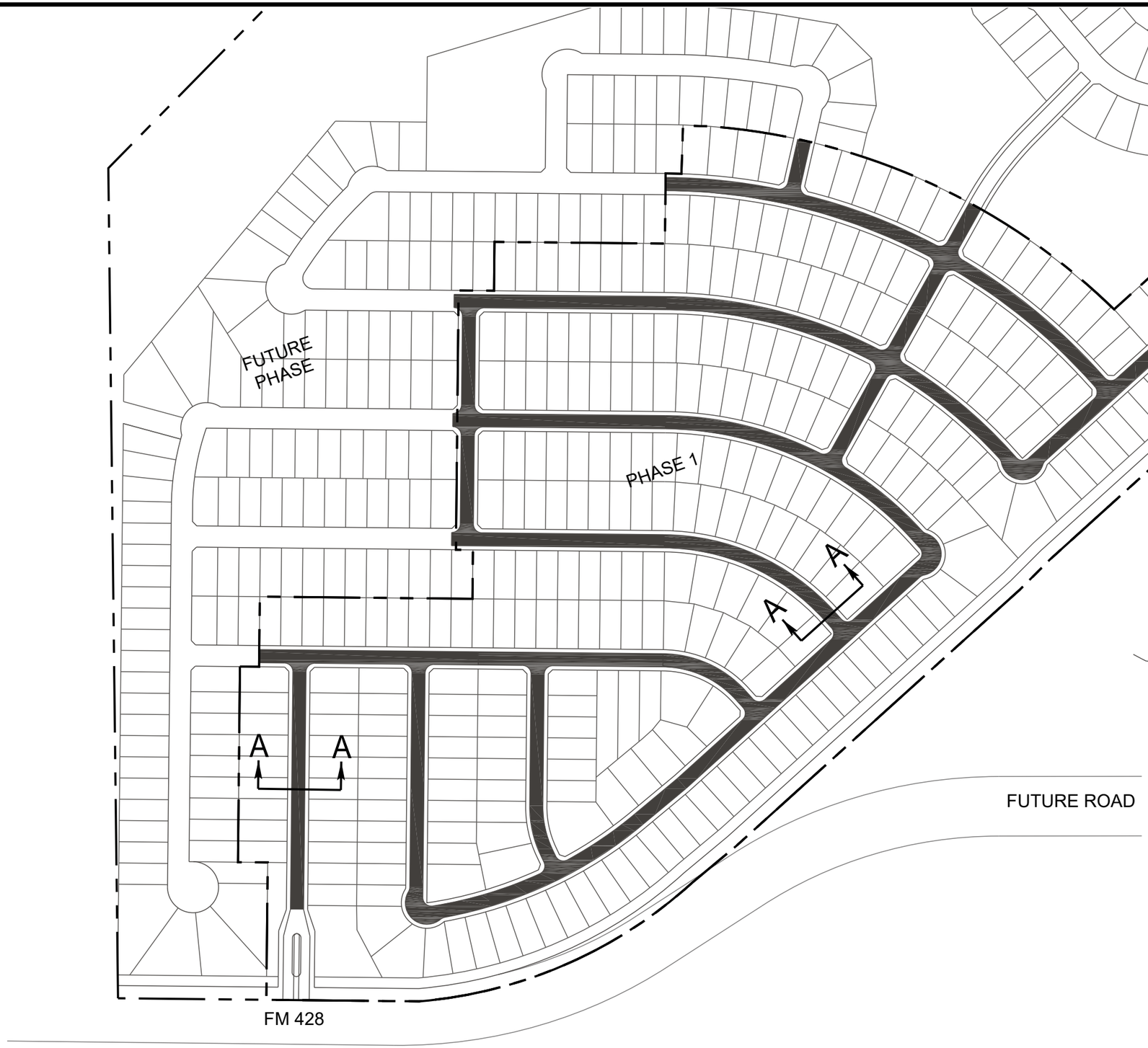
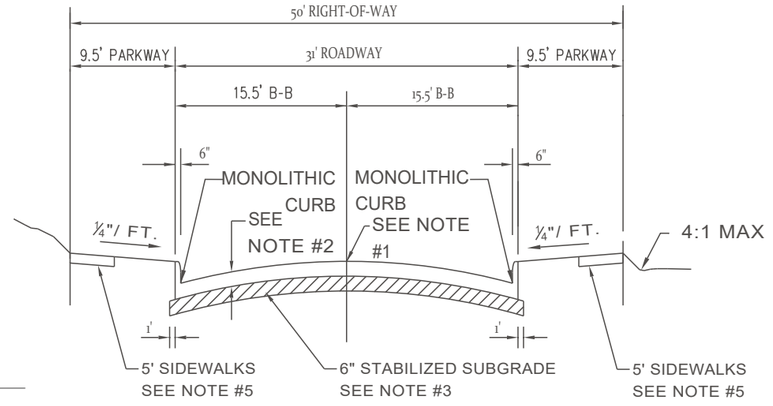
Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)





NOTES:

1. 6" CROWN FOR 31' B-B STREET, SAWED LONGITUDINAL DUMMY JOINT
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS P1) #4 BARS @ 18" OCEW
3. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE:

DATE:AUGUST 2020

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

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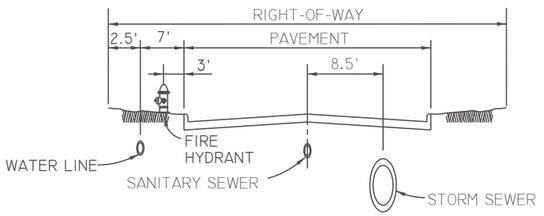

TYPICAL WATER LOCATION
N.T.S.

— W — WATER LINE

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

PHASE 1 WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1" = 200'
DATE:AUGUST 2020

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

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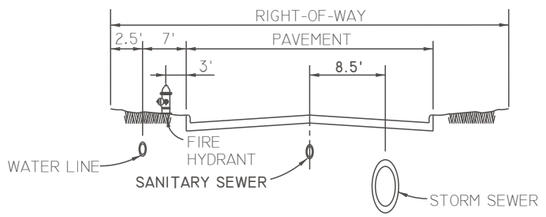

TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

PHASE 1 SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE:

DATE:AUGUST 2020

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Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

EXHIBIT H
CURRENT APPRAISED VALUE OF THE ZONE

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

Exhibit H

Current Appraised Value of the Zone[1]

Table 1

Land & Improvement Value

					Market Value		
Property ID	**Owner**	**Property Address**	**Acres**	**Value As Of[1]**	**Land**	**Improvement**	**Total**
533564	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	0.20	January 1, 2020	$3,938	$0	$3,938
52837	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	70.30	January 1, 2020	$1,384,032	$1,163	$1,385,195
52702	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	22.40	January 1, 2020	$588,000	$0	$588,000
52672	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	73.20	January 1, 2020	$1,938,851	$5,928	$1,944,779
52682	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	49.30	January 1, 2020	$1,294,125	$0	$1,294,125
52621	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	30.10	January 1, 2020	$768,338	$565	$768,903
Total			**245.50**		**$5,977,283**	**$7,656**	**$5,984,939**

[1]Represents information reported by the Denton Central Appraisal District for tax year 2020.

Table 2

Values & Exemptions

Property ID	**Owner**	**Property Address**	**Acres**	**Value As Of[1]**	**Market Value**	**Agircultural Exemptions**	**Agricultural Use Value**	**Appraised Value**
533564	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	0.20	January 1, 2020	$3,938	($3,928)	$10	$10
52837	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	70.30	January 1, 2020	$1,385,195	($1,363,260)	$21,934	$21,934
52702	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	22.40	January 1, 2020	$588,000	($586,880)	$1,120	$1,120
52672	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	73.20	January 1, 2020	$1,944,779	($1,882,758)	$62,021	$62,021
52682	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	49.30	January 1, 2020	$1,294,125	($1,291,660)	$2,465	$2,465
52621	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	30.10	January 1, 2020	$768,903	($740,674)	$28,229	$28,229
Total			**245.50**		**$5,984,939**	**($5,869,160)**	**$115,779**	**$115,779**

[1]Represents information reported by the Denton Central Appraisal District for tax year 2020.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing

EXHIBIT I
ZONING ORDINANCE

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

EXHIBIT I
DEVELOPMENT STANDARDS

The following is a list of all development regulations for the Edgewood Creek Development that are proposed to vary from those listed in the Zoning Ordinance.

14.02.201 Residential Districts, General Requirements.

~~(1) Open space. All residential districts are subject to twenty percent (20%) open space with a minimum of fifty percent (50%) of that open space being "usable open space," as defined in Section 14.01.115, Other Zoning Ordinance Definitions. Areas of "non-usable open space" may be allowed to be counted as a portion of the "usable open space" if the area is sufficiently amenitized, per Director approval.~~ One of the following shall be included within the overall residential development: private, 1-acre minimum amenity center.

(3) Minimum lot width for front entry garages. Any lot width less than fifty (50) ~~sixty (60)~~ feet shall have a rear entry, alley-loaded garage. Front-loading garages are allowed only on lots that are fifty (50) ~~sixty (60)~~ feet or greater in width.

14.02.203 SF-R, Single-Family Residential Detached District.

(b) Height & Area Regulations.

Maximum Height	40'
Minimum Front & Rear Sliding Setbacks (excluding garage) with either setback a minimum of 10 feet	30' ~~40~~' total
Maximum Overall Density	~~3.5 units/acre~~
Minimum Floor Area	1,200 sq ft.

(c) Other Applicable Regulations.

~~(1) Minimum percentages of lot sizes. In developments ten (10) acres or greater in size, the following minimums and maximums percentages apply. A minimum of ten (10) feet in width variation is required between the lot sizes (for example: 50', 60', and 70' is an allowable mix; 50', 55', and 60' is not).~~ The Edgewood Creek Development may include a maximum of 40% of forty feet (40') in width lots. All other lot widths within the Edgewood Creek development shall be a minimum of fifty feet (50') in width. The maximum number of dwelling units

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

permitted within Edgewood Creek Development shall not exceed one thousand one hundred (1,100).

ARTICLE II, PART TWO, TABLE 2B SF-R, SINGLE-FAMILY RESIDENTIAL MAXIMUM/MINIMUM LOT PERCENTAGES		
	Minimum Percentage	Maximum Percentage
Smallest lot size	-	40% ~~50%~~
Medium lot size(s)	flexible	flexible
Largest lot size	~~15%~~	-

(2) Amenities. A minimum of one (1) swimming pool and two (2) ~~three (3)~~ of the following shall be included within the overall residential development: private amenity center, ~~swimming pool~~, sports court, passive recreation field, community meeting room, amenitized pond or lake, and/or dog park. Hike and bike trails that are in addition to those shown on the Master Trail Plan may also be included in the amenity count. See the adopted Neighborhood Design Guidelines for more information regarding amenities.

14.03.101 Residential Zoning Districts Schedule of Uses.

The following additional uses are permitted by right:

Concrete and/ or Asphalt Batch Plant, Temporary

Construction Trailer, Sales Trailer, Construction Yard, Field Office, Temporary Dwelling, Model Home

14.04.105 Exterior Materials by Category.

(a) Category A materials are defined as the superior masonry products from which the City prefers buildings to be predominantly constructed. Unless otherwise provided for in this Chapter, acceptable Category A masonry finishing materials are kiln-fired brick, natural stone, ~~and~~ manufactured stone and three-step stucco.

(b) Category B materials are the secondary products that the City recognizes as materials acceptable for use, products that should not be the predominant material for a building and are considered as somewhat less desirable than those materials listed in Category A. Unless otherwise provided for in this Chapter, acceptable Category B masonry finishing

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

materials include three-step stucco, architectural concrete block with integrated color (i.e. split-face CMU), concrete tilt wall (colored or stamped), treated engineered wood, Hardie board siding and cementitious fiberboard with integrated color (in the form of lap siding or board & batten).

(c) Category C materials are accent products acceptable in limited application for architectural accents and for walls on upper stories of multi-story buildings. Unless otherwise provided for in this Chapter, acceptable Category C materials include Hardie board siding, metal, tile, glass block, exterior insulation and finish systems (EIFS), ~~and~~ natural wood products and cast stone.

14.04.107 Design Standards for Residential Structures.

(a) Design Standards for Residential Development. All new residences within the City of Celina shall conform to the following design standards:

(1) Category A Materials for Single-Family Detached and Single-Family Attached Development. Residential structures first story shall be constructed of a minimum of seventy-five percent (75%) ~~eighty percent (80%)~~ masonry, defined for single-family structures as brick, stone, or manufactured stone.

(2) Category B Materials for Single-Family Detached and Single-Family Attached Development. The remainder may include one or more of the following: three-step stucco, treated engineered wood, ~~and~~ shake shingles, Hardie board siding and Cementitious fiberboard. Any of these materials may be used singly or in combination, not to exceed a total of twenty-five percent (25%) on the first story and fifty (50%) on the upper stories. ~~twenty percent (20%).~~ Other materials of equal or similar characteristics may be allowed at the discretion of the Director. On lots greater than one-half (½) acre in size, cedar or redwood planking may be allowed at the discretion of the Director.

(3) Category C Materials for Single-Family Detached and Single-Single-Family Attached Development. Cementitious fiberboard, Hardie board siding or natural wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, for walls on upper stories of multi-story buildings, or other architectural accent features, as approved by the Director.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

(4) Minimum Masonry on Front Facade. Notwithstanding the above overall percentages required for Single-Family Detached and Single-Family Attached Development, the front façade shall be a minimum of seventy-five percent (75%) ~~eighty percent (80%)~~ masonry.

14.04.204 Landscape Standards.

(1) Detention (dry) ponds. Shall be designed in a manner to be an amenity to the development by maintaining the existing natural features as much as possible, including existing trees and waterways as shown on the concept plan (Exhibit B) and providing a reduced six-to-one (6:1) slope, shall provide a large canopy tree for each fifty (50) linear feet of the perimeter is required where existing tree canopy was removed to provide for detention. ~~, benches, and trash receptacles.~~

(2) Retention (wet) ponds. Shall be designed in a manner to be an amenity to the development by maintaining the existing natural features as much as possible, including existing trees and waterways as shown on the concept plan (Exhibit B) and by providing a six-to-one (6:1) slope to the normal pool level and four-to-one (4:1) to the bottom of the pond, a large canopy tree for each fifty (50) linear feet of the perimeter is required where existing tree canopy was removed to provide for detention. ~~, benches, and trash receptacles.~~ Such ponds shall include aeration and a fountain to ensure water quality.

14.04.206 Residential Landscape Requirements.

(1) Residential development entries. ~~The landscape island at the main entrances to the residential development shall be within a platted common area lot located in the median of the divided entry access point, to be owned and maintained by the homeowners association (HOA). Landscaped entries shall include a significant entry feature or other focal point, which may include a monument entrance sign creating a "sense of arrival." These features may be subject to a licensing agreement. Entry designs shall be subject to the approval of the Director.~~ Monument signs at the entryways of neighborhoods are permitted and shall conform to the general monument sign regulations adopted by the City.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

Ornamental hanging signs suspended from a decorative post shall be allowed in lieu of monument signs for entryways of neighborhoods.

(b) Residential Vegetation Requirements. Trees shall be planted as referenced in the Table 6, below. Trees planted in the front yard or side yard on a corner shall be planted in the area between residence and the sidewalk, unless the subdivision is specifically designed to accommodate this tree location with sidewalks set back from the street a minimum of eight (8) feet.

ARTICLE IV, PART TWO, TABLE 2
TREES & SHRUBS REQUIRED PER RESIDENTIAL LOT

Size of Lot (square feet)	*Number of Large Trees*	*Number of Ornamental Trees*	*Number of Shrubs*
Up to 7,000	1 in front yard	1	12
7,001 to 10,000	2 total; 1 in front yard	1	15
10,001 to ½ acre	4 total; 2 in front yard	2	20
Greater than ½ acre	6 total; 3 in front yard	3	24
Corner lots, all sizes	1 additional tree on side facing street	-	-

14.04.208 Roadway Landscape Easements & Buffers.

(a) Minimum Width of Landscape Buffers Along Roadways.

(1) Adjacent to all six-lane divided streets and limited access roadway service roads, as shown on the Thoroughfare Plan, the landscape buffer shall be a minimum twenty-five (25) ~~forty (40)~~ feet wide.

(2) Adjacent to all four-lane divided streets, as shown on the Thoroughfare Plan, the landscape buffer shall be a minimum of fifteen (15) ~~thirty (30)~~ feet wide.

(3) Adjacent to all other streets called out on the Thoroughfare Plan, the landscape buffer shall be a minimum ten (10) ~~twenty (20)~~ feet wide.

14.04.302 Screening, Residential Subdivision Walls.

(1) ~~Perimeter walls required with residential subdivisions. Subdivision perimeter screening walls must be constructed by the developer with each phase of the subdivision infrastructure adjacent to rights-of-way sixty (60) feet or greater. Perimeter landscaping and irrigation are required.~~

The developer will construct a masonry screening wall along FM 428 and the remainder of the screening shall be Cedar board-on-board wooden fence and masonry columns.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

Screening of utility units: HVAC units are not required to be screened from view from streets with shrubs or a stained wood fence.

The following is a list of additional development regulations that are proposed.

Power lines: Only power lines within the development shall be buried; Overhead power shall be allowed along FM 1385 and FM 428 or other Major roadways.

Water & Sewer: Mustang Special Utility District design standards shall be used for the Edgewood Creek Development.

Wall Maintenance Easements: All wall maintenance easements shall be contained within the limits of the development.

Attachment: Final Project and Finance Plan (FPFP) (Edgewood Creek – TIRZ#12 Project and Financing plan)

Life Connected.

Administration
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:	February 9, 2021
Re:	TIRZ 11 Project Expenditure

Action Requested:
Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Stovall)

Background Information:
The Tax Reinvestment Zone Board #11 approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:
TIRZ #11

Alternatives:
N/A

Financial Considerations:
Included in the Resolution

Legal Review:
Completed

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on December 12, 2017, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance No. 2017-136, a *Final Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas*, and a *Final Project Plan*, for a tax increment reinvestment zone containing approximately 687 acres of property located within the City of Celina, Texas; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Eleven, City of Celina, Texas, authorized through the passage of TIRZ #11 Resolution No. 2 on November 12, 2019, for certain expenditures for payment of professional expenses of $22,000 directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Eleven, City of Celina, Texas, authorized through the passage of TIRZ #11 Resolution No. 3 on August 11, 2020, for certain expenditures for payment of downtown expenses of $100,000 directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Eleven, City of Celina, Texas, authorized through the passage of TIRZ #11 Resolution No. 4 on February 9, 2020, for certain expenditures for purchase of property of $250,000 directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the expenditures approved by the

Attachment: TIRZ 11 Council Resolution 02092021 (TIRZ 11 Project Expenditure)

Board of Directors of Reinvestment Zone Number Eleven, City of Celina, Texas, (1) for the purchase of property of $250,000 directly related to facilitate development and encourage development within the zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 9th DAY OF FEBRUARY 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, Attorney for the City

Attachment: TIRZ 11 Council Resolution 02092021 (TIRZ 11 Project Expenditure)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
Date: February 9, 2021
Re: <Insert Subject/RE Here>

Action Requested:
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, Grant Application #3835103. (Bromiley)

Background Information:
The application is for the 3nd-year funding of the Family Violence/Sexual Assault Investigator Grant.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
The grant request is for $70,483. The in-kind hours match is $30,207 The total project cost is $100,690.

Legal Review:
N/A

Supporting Documents:
Resolution

Staff Recommendation:
Approval

CITY OF CELINA, TX

RESOLUTION NO. XXXXXXX

A RESOLUTION BY 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.

WHEREAS, The City Council of the City of Celina finds it in the best interest of the citizens of the City of Celina, that the Celina Police Department Family Violence/Sexual Assault Investigator Project be operated for the 2021-2022 FY; and

WHEREAS, The City Council of the City of Celina agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division Violence Against Women Justice Program grant application; and

WHEREAS, The City Council of the City of Celina agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council of the City of Celina assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City Council of the City of Celina designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City Council of the City of Celina, TX approves submission of the grant application for the Celina Police Department Family Violence/Sexual Assault Investigator Continuation Project to the Office of the Governor.

PASSED AND APPROVED this 09th of February 2021.

_____
Sean Terry, Mayor

ATTEST:

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

Grant Number: 3835103

Attachment: 2_Celina VAW Project Resolution 2021 (VAW Grant Appoval 3rd year Funding)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
Date: February 9, 2021
Re: Aqua Texas CCN Purchase

Action Requested:
Consider and act to authorize the execution of an interlocal agreement by and between the City of Celina and Aqua Texas regarding the exchange of Water and Sewer Certificate of Convenience and Necessity Documents. (Brawner)

Background Information:
The City of Celina master plan has a 20" water line running down Legacy Drive. Aqua Texas owns the Water CCN for the property immediately adjacent to Legacy Drive. In an effort to maximize the benefit of our water line and due to the limited resources of Aqua Texas, it is beneficial for both parties for the city to aquire the CCN from Aqua Texas.

Board Review/Citizen Input:
N/A

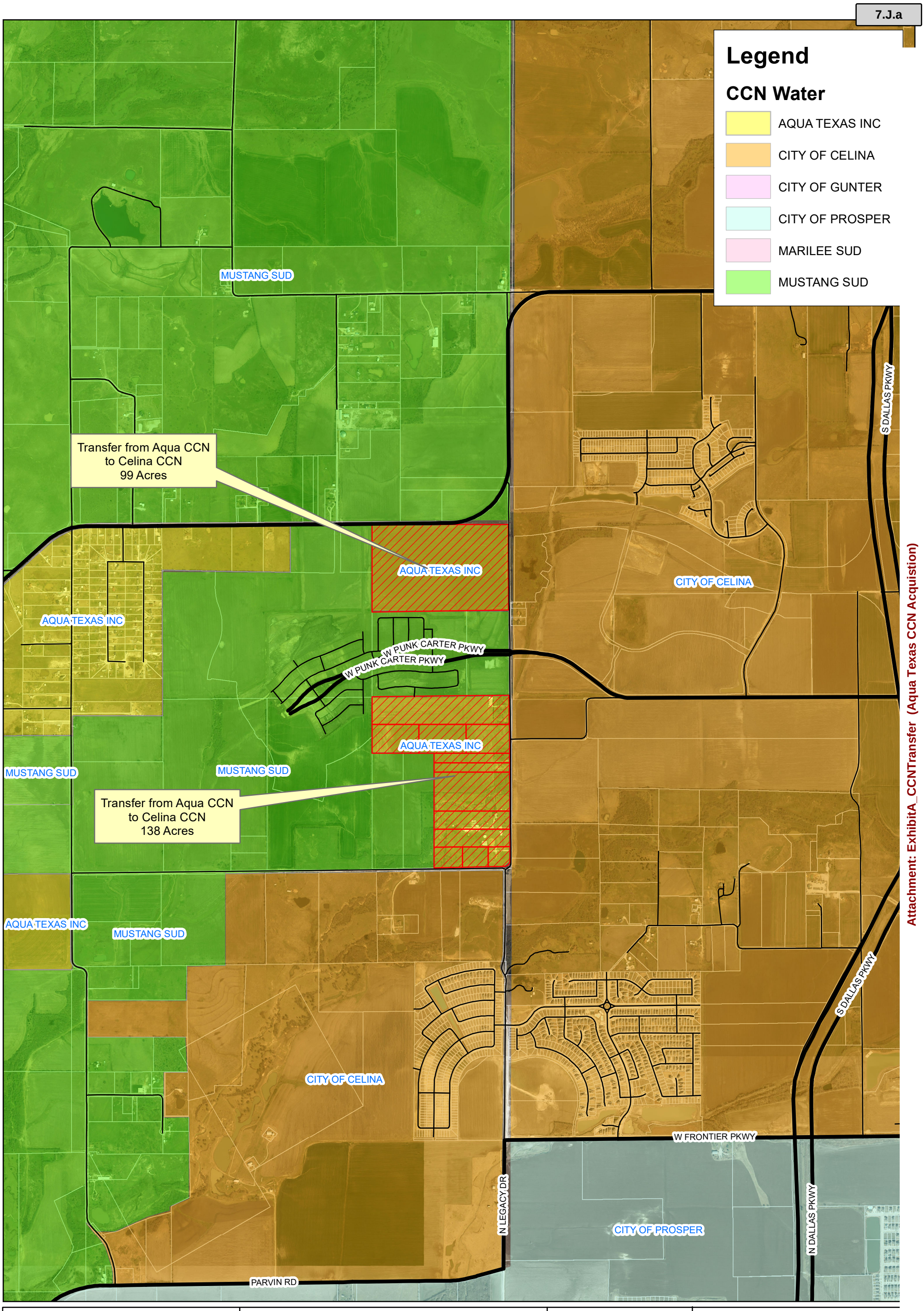
Alternatives:
Council could chose to not approve agreement.

Financial Considerations:
Cost for the necessary engineering is within the 2021 bond funds.

Legal Review:
Legal has reviewed and approved the agreement.

Supporting Documents:
Agreement
Exhibits

Staff Recommendation:
Staff recommends approval.



Attachment: ExhibitA_CCNTransfer (Aqua Texas CCN Acquistion)

CELINA TEXAS EST. 1876

Life Connected.

Exhibit A
Water CCN Transfer
Aqua to Celina - 237 Acres

Date: 10/9/2020

Legend

- Major Roads
- Roads
- CCN Transfer

N
W E
S

0 1,625 3,250 Feet

Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)

AGREEMENT TO PURCHASE AND TRANSFER WATER CCN SERVICE AREA

This Agreement to Purchase and Transfer Water CCN Service Area (this "Agreement") is entered into on this the _____ day of _____, 2021, (the "Effective Date"), by and between the City of Celina, Texas (the "City"), and Aqua Texas, Inc., a Texas corporation ("Aqua Texas"). The City and Aqua Texas are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Aqua Texas is an investor-owned, retail public water utility, that owns and operates retail public water utility systems under water Certificate of Convenience and Necessity ("CCN") No. 13201 in Collin County, Texas, supplying potable water for human consumption and domestic use; and

WHEREAS, the City is a Home Rule municipality located in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter, with CCN No. 20764 for retail sewer service and CCN No. 12667 for retail public water service; and

WHEREAS, Aqua Texas desires to sell and transfer a portion of Aqua Texas' CCN area to the City consisting of approximately 237 acres, more or less, (the "Transfer Area"), and the City desires to purchase and receive said Transfer Area, pursuant to Texas Water Code ("TWC") § 13.248, and other applicable statutes and regulations; and

WHEREAS, pursuant to TWC § 13.248, contracts between retail public utilities designating areas to be served, when approved by the Public Utility Commission of Texas ("PUC"), are valid and enforceable and are incorporated into the appropriate CCNs; and

WHEREAS, the Parties agree to cooperate fully and in good faith to execute any and all documents and to take all actions which are necessary to give full force and effect to the transfer of the Transfer Area to the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
REPRESENTATIONS AND DEFINITIONS

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The Parties represent and warrant that this Agreement has been approved and duly adopted by the governing body of each respective Party in accordance with all applicable public meeting and public notice requirements (including, but not limited to,

notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of each Party has been authorized to do so.

ARTICLE II
PURPOSE, SERVICE WITHIN TRANSFER AREA, PURCHASE

2.01 Purpose. The Parties desire to enter into this Agreement to transfer a portion of the retail water service area within Aqua Texas's CCN to the City under the terms of this Agreement. The Transfer Area that will be transferred to the City, in whole or in part, is shown in green hash on the attached Exhibit "A," which is incorporated herein for all purposes.

2.02 Service within the Transfer Area. Aqua Texas and the City agree that, after final approval of the transfer by the PUC, the City shall have the sole right to provide retail water service within the Transfer Area, and Aqua Texas will have no further obligations or rights to provide retail water service to any existing or future customers in the Transfer Area, except as may be agreed by the Parties in writing.

2.03 Transfer and Amendment of Aqua Texas' and the City's CCNs. Immediately after the Effective Date, the City will prepare and file an administratively complete TWC § 13.248 application with the PUC to formally transfer the Transfer Area from Aqua Texas to the City. Aqua Texas agrees to cooperate with the City and the PUC to ensure the transfer of the Transfer Area to the City. The Parties shall endeavor to obtain PUC approval in an expeditious manner and will support and cooperate with each other and the PUC to accomplish this goal. All costs associated with preparing and filing the transfer documents and the pursuit of regulatory approvals, including those incurred by Aqua Texas, shall be borne by the City. In the event the PUC does not approve the transaction on terms acceptable to both Parties, either Party may terminate this Agreement by providing the other Party ten days written notice. In the event of such termination, the Parties shall be without further obligation to one another provided, however, that City shall reimburse Aqua Texas for such expenses Aqua Texas may have incurred up to $15,000.00 in connection with the activity specified in this paragraph.

2.04 Purchase of Service Area. It is understood and agreed that Aqua Texas, in order to be compensated for any loss of revenue and service rights in the Transfer Area, will be paid by the City for Aqua Texas' agreement to transfer and sell the Transfer Area to the City. Aqua Texas shall receive One Thousand Seven Hundred Fifty Dollars ($1,750.00) per acre for the 237 acres within the Transfer Area for a total amount not to exceed **FOUR HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($414,750.00)**. Payment shall be made to Aqua Texas in five (5) equal annual installments at the interest rate of zero percent (0%) per annum, with each payment equaling Eighty-Two Thousand Nine Hundred Fifty Dollars ($82,950.00) with the first payment due on October 15, 2021. Thereafter, payments shall be due annually on October 15th. However, if the City executes a development agreement with the property owner(s) within the Transfer Area, then full payment and/or any remaining payments shall be paid to Aqua Texas by City twelve (12) months from the executed date of the development agreement.

Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)

ARTICLE III
EVENTS OF DEFAULT; REMEDIES

3.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within thirty (30) business days after it is due.

3.02 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, 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 IV
MISCELLANEOUS PROVISIONS

4.01 Assignment/Non-Transferable. The Parties agree that this Agreement will not be assigned or transferred without the prior written consent of the Parties.

4.02 Immunity. The Parties agree that neither Party has waived its sovereign immunity by entering into and performing its obligations under this Agreement provided, however, that an assertion of sovereign immunity shall not apply against a Party's claim that the other Party has failed to performs its obligation pursuant this Agreement.

4.03 Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective successors heirs, representatives, and assigns.

4.04 Notice. 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:

Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)

If to the City:	City of Celina Attn: Jason Laumer, City Manager 142 North Ohio Celina, TX 75009
With a copy to:	Hayes, Berry, White & Vanzant, LLP Attn: Lance Vanzant 512 W. Hickory St., Ste. 100 Denton, TX 75206
With a copy to:	Messer, Fort & McDonald, P.L.L.C. Attn: Julie Fort 6371 Preston Rd., Ste. 200 Frisco, Texas 75034
To Aqua Texas:	Aqua Texas, Inc. ATTN: Robert L. Laughman, President 1106 Clayton Lane, Suite 400W Austin, TX 78723-2476

4.05 Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.

4.06 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, 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.

4.07 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be in Collin County, Texas.

4.08 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and

Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)

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.

4.09 Attorneys' Fees. In the event that the terms and conditions of this Agreement are breached by either Party, and the Parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this Agreement are not being complied with by one of the Parties, the prevailing Party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing Party, general or special at law or in equity, to which the prevailing Party may show itself justly entitled.

4.10 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 (3) 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 other Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. No force majeure event shall suspend a Party's obligation to perform for longer than thirty (30) days. The Parties agree the Coronavirus 2019 (COVID-19) pandemic is a known event and shall not be considered a force majeure event unless both Parties agree to such designation.

4.11 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.

4.12 Filing of Agreement. After execution of the Agreement by the Parties, a copy of the Agreement shall be filed with the Texas Commission of Environmental Quality ("TCEQ") and the PUC. This Agreement shall be construed and interpreted in accordance with Section 13.248 of the Texas Water Code.

4.13 Entire Agreement. This Agreement contains the entire agreement of the City and Aqua Texas with respect to the subject matter of the Agreement. No Agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid binding, or of any force or effect. Any amendments to this Agreement must be in writing.

Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)

[signatures on following pages]

Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____

Sean Terry, Mayor

ATTEST:

By: _____

Vicki Tarrant, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the___day of_____, 2021 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

_____

Notary Public, State of Texas

(SEAL)

_____

Name printed or typed

Commission Expires:_____

Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)

AQUA TEXAS, INC.

By: _____

_____, President

ATTEST:

By: _____

_____, Secretary

STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of_____, 2021 by _____, the President of Aqua Texas, Inc. on behalf of said utility.

_____
Notary Public, State of Texas

(SEAL)

_____

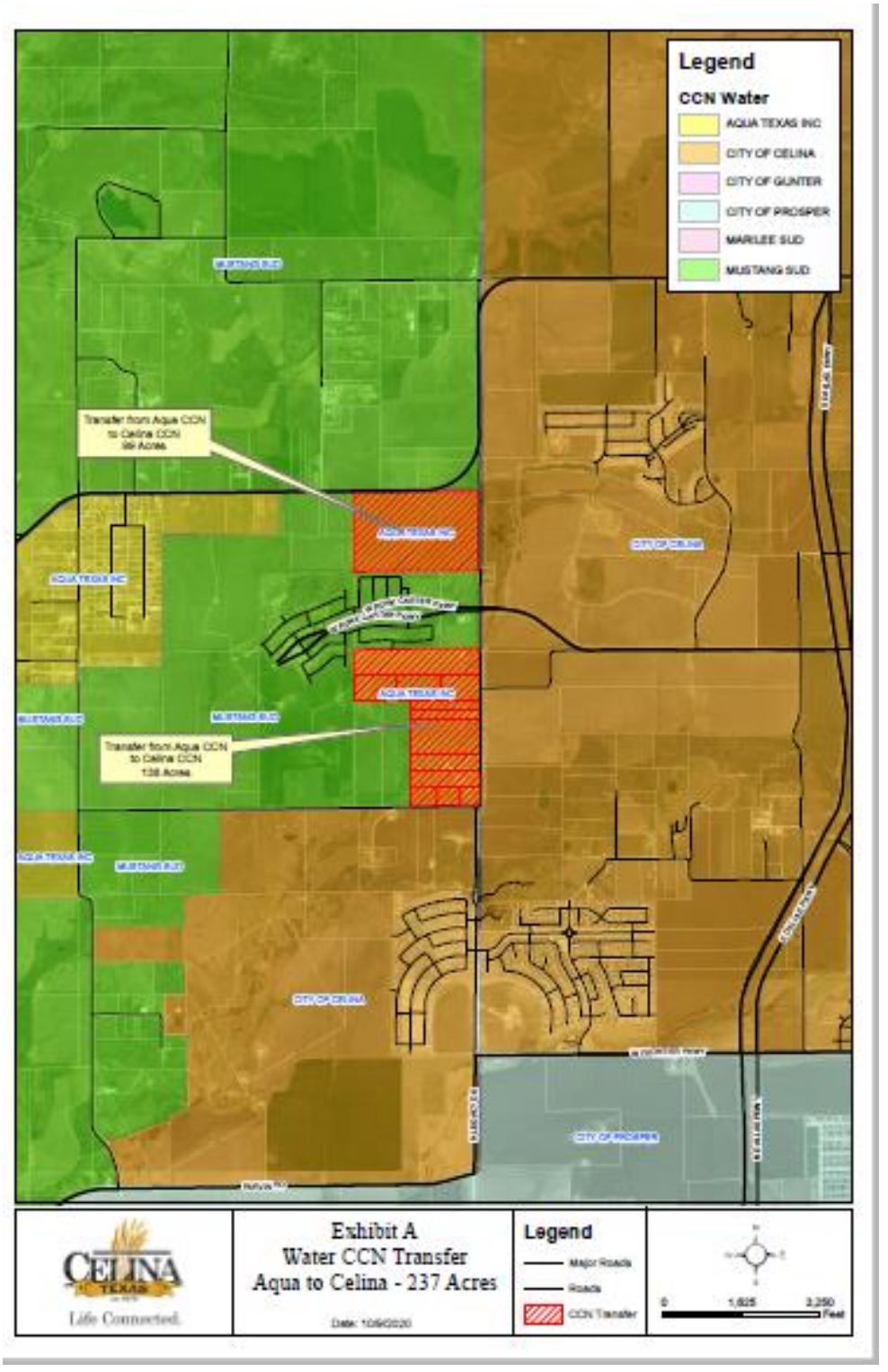
Name printed or typed

Commission Expires:_____

Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)

EXHIBIT "A"
Transfer Area

Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)



Attachment: Celina CCN Purchase Agreement with Aqua Texasv6 - Revisions Incorporated Copy 02.04.21 (Aqua Texas CCN Acquistion)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Executive Director of Public Services
Date:	February 9, 2021
Re:	Road Development and Escrow Agreement- CADG

Action Requested:
Consider and act to authorize the City Manager to execute a Road Development and Escrow Agreement by and between Silver Star Title, L.L.C. (d/b/a Sendera Title) ("Escrow Agent"); CADG SUTTON FIELDS, LLC and MM SUTTON FIELDS 4A-4B, LLC (collectively, "CADG"); and THE CITY OF CELINA ("Celina") for the construction of portion of Parvin Road. (Glasgow)

Background Information:

Texas Republic Realty, Ltd., a Texas limited partnership ("TRR") purchased from CADG a portion of the Property (the "TRR Property") and in conjunction with such purchase CADG agreed to construct, at its sole cost, certain facilities to serve the TRR Property. CADG's obligation is memorialized in that certain Development Agreement, dated March 25, 2015, recorded as Document No. 2015-30205 in the real property records of Denton County, Texas, as amended by that certain First Amendment to Development Agreement dated as of the date hereof (collectively the "TRR Agreement"). As part of to the terms of the Development Agreement, CADG agreed to construct and complete a portion of Parvin Road and all its related work (including drainage and any median construction) for the benefit of the Property in a location as described in the Development Agreement and dubbed the "Improvements" in this agreement.

CADG is entering into this Escrow Agreement in order to accomplish certain tasks required of CADG under the TRR Agreement. Pursuant to the Development Agreement, in connection with CADG's agreement to construct and complete the Improvements, CADG is obligated to contribute $317,808.00 (being 100% of the estimated amount to complete the Improvements) (the "Escrow Funds").

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

This agreement is for a lump sum of $317,808.00 and will be deposited with and held and disbursed by Silver Star Title, L.L.C., a Texas limited liability company (d/b/a Sendera Title).

Legal Review:

The Agreement has been reviewed by Attorneys of interested parties.

Staff Recommendation:
Staff recommends approval.

TRR DRAFT
1-23-21

ROAD DEVELOPMENT AND ESCROW AGREEMENT

THIS ROAD DEVELOPMENT AND ESCROW AGREEMENT (this "**Agreement**") is executed as of _____, 2021 (the "**Effective Date**"), by and among CADG, Celina and Escrow Agent are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. CADG and Celina are parties to that certain Sutton Fields Facility and Development Agreement, dated effective as of November 2, 2015, recorded as Document No. 2015-137928, (as modified or amended from time to time, the "**Development Agreement**"), for the development of improvements located on approximately 622.779 acres of land, more or less, situated in the City of Celina, Denton and Collin Counties, Texas ("**Celina**"), as more particularly described on **Exhibit "A"** attached hereto and incorporated for all purposes herein (the "**Property**").

B. Pursuant to the terms of the Development Agreement, CADG has agreed to construct and complete a portion of Parvin Road and all work related thereto (including related drainage and any median construction) for the benefit of the Property in a location as described in the Development Agreement (the "**Improvements**").

C. Texas Republic Realty, Ltd., a Texas limited partnership ("**TRR**") purchased from CADG a portion of the Property (the "**TRR Property**") and in conjunction with such purchase CADG agreed to construct, at its sole cost, certain facilities to serve the TRR Property. CADG's obligation is memorialized in that certain Development Agreement, dated March 25, 2015, recorded as Document No. 2015-30205 in the real property records of Denton County, Texas, as amended by that certain First Amendment to Development Agreement dated as of the date hereof (collectively the "**TRR Agreement**").

D. CADG is entering into this Agreement in order to accomplish certain tasks required of CADG under the TRR Agreement.

E. Pursuant to the Development Agreement, in connection with CADG's agreement to construct and complete the Improvements, CADG is obligated to contribute $317,808.00 (being 100% of the estimated amount to complete the Improvements) (the "**Escrow Funds**"), which Escrow Funds are to be deposited with and held and disbursed by Escrow Agent in accordance with the terms and conditions hereof.

F. Escrow Agent is willing to serve as escrow agent on the terms and conditions provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Appointment of Escrow Agent**. CADG and Celina hereby appoint Escrow Agent as their agent and custodian to hold, invest and disburse the Escrow Funds and any earnings and interest thereon in accordance with the terms of this Agreement.

2. **Plans and Specifications**. At such time as CADG proceeds with the construction of the Improvements, CADG shall deliver to Celina and TRR the proposed plans and specifications for the Improvements no less than twenty-one (21) business days prior to the planned commencement of construction of the Improvements, which plans and specifications must be consistent in all material respects

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with **Exhibit "B"** (such approved plans being referred to as the "**Plans**"). Such Plans shall include plans for the drainage facilities serving that portion of Parvin Road and any medians within the road required by Celina. In the event any medians are required within such portion of Parvin Road, the Improvements will include any median cut agreed upon between TRR and Celina. Celina and CADG acknowledge and agree that (i) TRR has no obligation to pay for or construct any portion of the Improvements and any such obligation shall be the obligation of CADG, and (ii) Celina will not deny the issuance of a building permit or certificate of occupancy to a structure within any portion of the TRR Property because any portion of Parvin Road has not been constructed. Notwithstanding the preceding, nothing in this Agreement shall alter CADG's obligation to obtain Celina's approval of the Plans as required by Section 4.2 of the Development Agreement and the Plans shall conform to the City Regulations, as such term is defined in the Development Agreement.

3. **Delivery of Funds to Escrow Agent**. Within five (5) business days after execution of this Agreement, CADG shall deliver the Escrow Funds to Escrow Agent. Upon receipt of the Escrow Funds, Escrow Agent shall notify Celina and TRR and thereafter shall hold the Escrow Funds under the terms of this Agreement and disburse the Escrow Funds in accordance with the provisions hereof. Escrow Agent will notify CADG, TRR and Celina of the Escrow Account (as hereinafter defined) into which the Escrow Funds shall be deposited by Escrow Agent

4. **Investment of Escrow Funds**. Escrow Agent shall hold and maintain the Escrow Funds in an FDIC-insured deposit account (the "**Escrow Account**") established and maintained by Escrow Agent. All earnings and interest from the Escrow Funds deposited in the Escrow Account shall also constitute Escrow Funds.

5. **Celina Election to Construct Improvements**.

(a) In the event Celina elects to construct the Improvements, at its own cost and without the benefit of the Escrow Funds as a part of a larger capital improvement project, Celina shall notify CADG, TRR and the Escrow Agent of its election to construct the Improvements at its own cost. Notwithstanding this election, the Escrow Agent shall not release the Escrow Funds until Celina notifies the Escrow Agent that it has completed the Improvements and accepted them for maintenance.

(b) In the event Celina elects to construct the Improvements, utilizing the Escrow Funds, Celina shall notify CADG, TRR and the Escrow Agent of its election to construct the Improvements utilizing the Escrow Funds.

6. **Construction of Improvements**. In the event Celina fails to elect to construct the Improvements in accordance with Section 5, CADG shall, at CADG's sole cost and expense, initiate the design and construction of the Improvements no later than March 31, 2023 and complete such construction no later than December 31, 2023, in substantial accordance with the Plans and in compliance with all applicable laws and any requirements of Celina. For purposes of this Agreement, the Improvements shall be deemed completed when (i) the engineer (the "**Project Engineer**") who has prepared the final approved Plans has issued a certificate to CADG, TRR and Celina stating that the Improvements have been completed substantially in accordance with the Plans, (ii) CADG has delivered to Celina a final, unconditional lien waiver from all contractors performing any work or providing materials in connection with the Improvements, and (iii) the Improvements have been accepted by Celina for maintenance. Upon completion of the Improvements Celina shall notify the Escrow Agent and any remaining Escrow Funds shall be delivered by the Escrow Agent to CADG.

7. **Grant of Easements**. Celina agrees to grant any and all easements requested by CADG for the performance by CADG of CADG's obligations pursuant to this Agreement. CADG agrees to grant

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to Celina any and all easements requested by Celina within CADG's property for construction of the Improvements

8. **Additional Funds**. Regardless of whether the Improvements are being constructed by CADG pursuant to Section 6 or by Celina pursuant to Section 5(b), in the event that the cost to construct the Improvements should exceed the Escrow Funds, then CADG shall be responsible for funding in a timely manner 100% of any and all additional amounts necessary to complete the Improvements.

9. **Disbursement of Escrow Funds by Escrow Agent**.

(a) The Escrow Agent agrees to disburse the Escrow Funds in accordance with the provisions of Section 9(b) below upon the written request of CADG to reimburse CADG for costs associated with the construction of the Improvements or to pay any contractors directly as instructed in writing by CADG.

(b) Escrow Agent is hereby authorized and instructed to deliver sums out of the Escrow Funds from time to time to CADG, to pay the construction costs incurred relative to the Improvements in accordance with the following procedure:

(i) CADG shall deliver to Escrow Agent and Celina a withdrawal request ("**Draw Request**"), executed by CADG, specifying the amount of the Escrow Funds requested.

(ii) As a condition to the release of any Escrow Funds to pay a Draw Request, CADG shall deliver to Escrow Agent and Celina copies of the bills and statements and other supporting documentation for which payment is requested, including, without limitation, the following:

1) An invoice for payment from each contractor having performed the construction work for which disbursement is sought, for the amount requested as the draw, with all necessary supporting information, including, without limitation, and stating the percentage of completion of the Improvements (including confirmation that the amount of Remaining Costs is less than the amount of the Escrow Funds, in compliance with the requirements of Sections 8 and 9(a) above);

2) A written statement from each contractor confirming that the amount of the Draw Request is reflective of the actual costs of the Improvements which have been completed prior to the submittal of such Draw Request and describing such work;

3) A certificate of the Project Engineer that all work is in compliance with all applicable laws, ordinances and regulations and completion of the work is in accordance with the Plans and requirements of Celina.

(iii) Within ten (10) business days after receipt of the above-referenced items by Escrow Agent and Celina, Escrow Agent shall disburse to CADG an amount of the Escrow Funds equal to the amount requested in the applicable Draw Request.

(iv) Escrow Agent shall retain each original Draw Request and all supporting documentation for safekeeping until the final disbursement of the Escrow Funds

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after the completion of the Improvements, at which time Escrow Agent shall deliver such documents to Celina and CADG.

(c) In the event Celina undertakes construction of all or any portion of the Improvements as provided in Section 5(b) hereof, then (i) Celina shall have the same reimbursement rights and obligations as CADG under this Section 9, and (ii) CADG shall fully cooperate with Celina, including, without limitation, if requested by Celina assigning to Celina or otherwise enforcing all of CADG's rights under any contractors entered into by CADG in connection with the Improvements. Notwithstanding the foregoing, CADG's obligations under Sections 6 and 8 herein shall continue despite Celina's election to complete construction as provided in Section 5(b).

10. **Termination of Agreement**. This Agreement shall automatically terminate without any further action or notice by any Party upon (i) completion of the Improvements, and acceptance thereof for maintenance by Celina, and (ii) notice thereof by Celina to the Escrow Agent. At such time the Escrow Agent shall release to CADG any remaining Escrow Funds.

11. **Duties of Escrow Agent**. Escrow Agent hereby accepts its obligations under this Agreement, and represents that it has the legal power and authority to enter into this Agreement and perform its obligations hereunder. Escrow Agent further agrees that the Escrow Funds held by Escrow Agent hereunder shall be segregated from all other property held by Escrow Agent and shall be identified as being held in connection with this Agreement. Escrow Agent agrees that its documents and records with respect to the transactions contemplated hereby will be available for examination by CADG and Celina upon reasonable advance written notice and during Escrow Agent's normal business hours.

12. **Conditions to Responsibilities of Escrow Agent**. Acceptance by Escrow Agent of its duties under this Agreement is subject to the following terms and conditions:

(a) The duties and obligations of Escrow Agent hereunder shall be purely ministerial, shall be determined solely by the express provisions of this Agreement, and Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement.

(b) Escrow Agent shall not be responsible for any failure or inability of CADG or Celina to comply with any of the provisions of any other agreement to which they may be party (including, without limitation, the Development Agreement).

(c) CADG AGREES TO INDEMNIFY AND HOLD HARMLESS ESCROW AGENT, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDIVIDUALLY "**INDEMNIFIED PARTY**" AND COLLECTIVELY, "**INDEMNIFIED PARTIES**") FROM ANY COSTS, DAMAGES, EXPENSES OR CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "**EXPENSES**"), WHICH ANY INDEMNIFIED PARTY MAY INCUR OR SUSTAIN AS A RESULT OF OR ARISING OUT OF THIS AGREEMENT OR THE DUTIES OF ANY INDEMNIFIED PARTY RELATING THERETO; PROVIDED, HOWEVER, CADG SHALL NOT BE REQUIRED TO INDEMNIFY OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR ANY EXPENSES INCURRED OR SUSTAINED AS A RESULT OF OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ANY INDEMNIFIED PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER INCLUDING,

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BUT NOT LIMITED TO, LOST PROFITS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) Escrow Agent shall be fully protected in acting on and relying upon any written notice (including, without limitation, any Draw Request), direction, request, waiver, consent, receipt or other paper or document which Escrow Agent in good faith believes to be genuine and to have been signed or presented by the proper Party or Parties.

(e) Escrow Agent shall not incur any liability for its compliance with any legal process, subpoena, writ, order, judgment, or decree of any court reasonably believed by Escrow Agent to have competent jurisdiction and whether or not subsequently vacated, modified, set aside, or reversed after complying therewith.

(f) Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any good faith mistake, in fact or law, or for anything else which it may do or refrain from doing in good faith in connection herewith, except for Escrow Agent's own gross negligence or willful misconduct.

(g) In the event of any dispute hereunder or in the event Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall have the right at any time (but shall not be obligated) to: (i) retain the Escrow Funds until Escrow Agent shall have received (A) a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Funds, together with a legal opinion by counsel for the presenting Party satisfactory to Escrow Agent to the effect that the order is final and non-appealable, in which case Escrow Agent shall disburse the Escrow Funds in accordance with such court order, or (B) a written agreement without any conditions for disbursement executed by CADG, TRR and Celina directing delivery of the Escrow Funds, in which case Escrow Agent shall disburse the Escrow Funds in accordance with such written agreement; or (ii) institute a bill of interpleader in a court of competent jurisdiction to determine the rights of CADG, TRR and Celina, and thereafter Escrow Agent shall be absolved of any further duty or obligation hereunder with respect to the Escrow Funds.

13. **Escrow Fee**. Concurrently with the execution of this Agreement, CADG shall pay to Escrow Agent an amount equal to $1,000.00 as compensation for the escrow services being rendered hereunder by Escrow Agent.

14. **Resignation of Escrow Agent; Appointment of Successor**. Escrow Agent acting at any time hereunder may resign at any time by giving thirty (30) days prior written notice of resignation to CADG, TRR and Celina, such resignation to be effective upon the appointment of a successor Escrow Agent. In addition, Celina and CADG may cause the removal of Escrow Agent at any time upon providing ten (10) days written notice executed by CADG and Celina regarding the same. In either event CADG and Celina shall appoint as successor Escrow Agent a bank or trust company satisfactory to them by a written instrument delivered to each of the retiring Escrow Agent and the successor Escrow Agent, and upon such appointment and its acceptance thereof, the successor Escrow Agent shall succeed to all the rights and obligations of the retiring Escrow Agent as of the effective date of resignation or removal as though it had been originally named herein, the retiring Escrow Agent shall be discharged from all duties and obligations thereafter arising or accruing hereunder after the date of such resignation or removal, and the retiring Escrow Agent shall duly transfer and deliver to the successor Escrow Agent the Escrow Funds then held by the retiring Escrow Agent hereunder. After any retiring Escrow Agent's resignation or removal hereunder, the provisions of this Agreement shall inure to its benefit as to any actions taken, omitted or suffered by it while it was the Escrow Agent hereunder.

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15. **Controversy**. Should any controversy arise between or among City and CADG, or any other person, firm or entity, with respect to this Agreement or the Escrow Funds, or Escrow Agent should be in doubt as to what action to take, the Parties agree to submit the dispute to Celina's City Engineer for resolution. The findings of Celina's City Engineer shall be binding on the Parties.

16. **Notices**. All notices (including, without limitation, Draw Requests), requests, demands and other communications hereunder (collectively, "**Notices**") shall be given in writing and shall be: (a) personally delivered to the intended recipient; (b) sent by email transmission to the email address of the intended recipient; or (c) sent by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service, to the address of the intended recipient. The respective addresses, email addresses and contact persons to be used for all Notices are as follows:

If to CADG:
CADG Sutton Fields, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234
Email: travis@centurionamerican.com
Attn: Travis Boghetich

If to Celina:
City of Celina, Texas
Attn: Jason Laumer
142 North Ohio
Celina, Texas 75009

With a copy to:
Messer, Fort & McDonald, PLLC
Attn: Julie Fort
6371 Preston Road, Suite 200
Frisco, Texas 75034

If to Escrow Agent:
Silver Star Title, L.L.C.
1800 Valley View Lane, Suite 160
Farmers Branch, Texas 75234
Email: jacord@senderatitle.com
Attn: Jeanie Acord

If to TRR:
Texas Republic Realty, Ltd.
c/o GeoSouthern Energy
Attn: Mr. Gregg Kosterlitzky
1425 Lake Front Circle
The Woodlands, Texas 77380
Email: gkoster@geosouthernenergy.com

If personally delivered pursuant to this Section, Notices shall be deemed delivered upon actual receipt; if sent by email transmission pursuant to this Section, Notices shall be deemed delivered the day of such transmission (provided that the sender of such Notice shall bear the burden of proof of such transmission); if sent by private overnight courier pursuant to this Section, Notices shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this Section, Notices shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any Party may change its contact

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information for the purposes of Notices under this Agreement by providing written notice thereof in accordance with this Section to the other Parties.

17. **Governing Law**. This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall lie in Denton County, Texas.

18. **Force Majeure**. Whenever a period of time is herein prescribed for action to be taken by CADG, CADG shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, pandemic, terrorist acts or activities, governmental laws, regulations, or restrictions, inclement weather days in excess of thirty (30) days, or any other causes of any kind whatsoever which are beyond the control of such party, ("**Force Majeure**"), within ten (10) business days after CADG obtains knowledge that an obligation for which it is responsible hereunder or a condition of which it is a beneficiary hereunder will not be or has not been timely performed or satisfied, as applicable, as a result of Force Majeure, CADG must notify Celina, TRR and Escrow Agent, including describing in detail the event of Force Majeure, the amount of time CADG reasonably anticipates to be needed to resume performance and a detailed timeline of the steps to be taken and when; otherwise, CADG will only have thirty (30) days to resume performance. In the event that a Force Majeure event shall occur and following the timely notice required by this Section 18, the deadline specified in this Agreement for CADG to complete construction of the Improvements shall be extended by the actual number of days of any prevention, delay, nonperformance, or stoppage due to the Force Majeure event.

19. **Governmental Powers; Waivers of Immunity**. By execution of this Agreement, Celina does not waive or surrender any of their governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by Celina of its governmental functions.

20. **General**. Unless otherwise provided in this Agreement, the term "**days**" means calendar days. All references to "**Section**" or "**Sections**," contained herein are, unless specifically indicated otherwise, references to sections of this Agreement. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement and any affidavit, certificate, instrument, agreement, notice (including, without limitation, any Draw Request) or other document required to be provided hereunder may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Unless the context shall otherwise require, the singular shall include the plural and vice versa, and each pronoun in any gender shall include all other genders. This Agreement (and, as between CADG and Celina, the Development Agreement) constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, written and oral with respect to the subject matter hereof. No Party has relied on any representations or agreements of any other, except as specifically set forth in this Agreement (and, as between CADG and Celina, as specifically set forth in the Development Agreement). Any references herein to "**Exhibit**" or "**Schedule**" are references to exhibits or schedules attached hereto, all of which are made a part hereof for all purposes, the same as if set forth verbatim herein. Except as expressly provided herein, this Agreement or any provision hereof may be terminated, amended or modified only by written instrument duly signed by the Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective

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heirs, devisees, executors, administrators, personal representatives, successors, trustees, receivers and permitted assigns. This Agreement is for the sole and exclusive benefit of the Parties and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other types of benefits. Except as expressly provided herein, this Agreement may not be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect. The person executing this Agreement on behalf of the applicable Party has the requisite power and authority to enter into this Agreement and to take any action on behalf of such Party in connection with the transactions contemplated hereby. Escrow Agent is entitled to rely on any action taken by any person or entity with court authority or authority under applicable law to act for or on behalf of any Party. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

21. **TRR as Limited Third-Party Beneficiary.** Celina, CADG and Escrow Agent acknowledge that construction of the Improvements is being undertaken to satisfy an obligation of CADG to TRR pursuant to the TRR Agreement. Celina, CADG and Escrow Agent acknowledge and agree that this Agreement shall not be amended or terminated prior to completion of the Improvements and final acceptance thereof for maintenance by Celina without the prior written concurrence by TRR.

[Signature Page Follows]

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EXECUTED effective as of the Effective Date.

ESCROW AGENT:

SILVER STAR TITLE, L.L.C.,
a Texas limited liability company (d/b/a Sendera Title)

By _____
Name: _____
Title: _____

CADG:

CADG Sutton Fields, LLC,
A Texas limited liability company

By: _____
Name: Mehrdad Moayedi
Title: Authorized Agent

CELINA:

THE CITY OF CELINA

By _____
Name: _____
Title: _____

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EXHIBIT "A"
The Property

LEGAL DESCRIPTION

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Exhibit A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION 622.779 ACRE TRACT

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

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

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

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

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a

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distance of 455.39 feet to a 1/2 inch iron rod found for corner;

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

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

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

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

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

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

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

THENCE South 89°46'34" East, with the most northerly north line of said Denton County 128 Development LLC tract, and the most southerly south line of said Blue Angus Ranch, LP tract, a distance of 959.68 feet to a point for corner at the most southerly southeasterly corner of said Blue Angus Ranch, LP tract, and a southwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

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

Attachment: Road Development and Escrow Agreement - Parvin Road v002 (Road Development and Escrow Agreement- CADG)

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

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

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

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

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

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

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

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

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a

Attachment: Road Development and Escrow Agreement - Parvin Road v002 (Road Development and Escrow Agreement- CADG)

distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southwest corner of said Fashand Farm, Ltd. tract recorded in Document No. 2004-135532, RPRDCT;

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

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

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

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

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

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

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

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the

Attachment: Road Development and Escrow Agreement - Parvin Road v002 (Road Development and Escrow Agreement- CADG)

west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;

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

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

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

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

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

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

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

Attachment: Road Development and Escrow Agreement - Parvin Road v002 (Road Development and Escrow Agreement- CADG)

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

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

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

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

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

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

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

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

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment

Attachment: Road Development and Escrow Agreement - Parvin Road v002 (Road Development and Escrow Agreement- CADG)

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

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

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

Note: This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachment: Road Development and Escrow Agreement - Parvin Road v002 (Road Development and Escrow Agreement- CADG)

EXHIBIT "B"
The Plans

(see attached)

Attachment: Road Development and Escrow Agreement - Parvin Road v002 (Road Development and Escrow Agreement- CADG)

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Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Dusty McAfee AICP, Director of Development Services
Date: February 9, 2021
Re: 2021 Vehicle for Development Services

Action Requested:
Consider and act to authorize the purchase of a vehicle for Development Services from Dodge City McKinney in an amount not to exceed $25,919.00. (Berry)

Background Information:
Staff requests authorization to procure a vehicle for Development Services. Staff previously purchased several new vehicles for Fiscal Year 2021 in an amount not to exceed $786,514.60. This will be an additional purchase not previously authorized. This unit is an enhancement to the fleet and will be purchased through a cooperative contract with BuyBoard, Contract #601-19.

The City maintains an executed Interlocal Agreement with the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
Funding is available in the current budget.

Budget $26,000 Expense: $25,919.00

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase of a 2021 Vehicle

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 9, 2021
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. Proclamation-Bryce Spraggins

B. Presentation-Carmen Roberts

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

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:

A. CISD Agreement

B. Hubbard AGreement

Reconvene Into Open Session

C. 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.

Attachment: Dodge Truck Dev Serv (FY 2021 Truck)

A. Minutes Approval:

1. City Council - Regular Meeting - Jan 12, 2021 5:00 PM

B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, 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 an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

D. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Valley Vines for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Valley Vines– DIP) (Mohan)

E. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Frontier Golf for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Frontier Golf– DIP) (Lopez)

F. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, Wastewater Monthly Rates and Charges, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

G. Consider and act upon a development agreement for Servpro; generally located at the southeast corner of Oklahoma Drive and Cherry Wood Lane, within the City Limits. (Servpro– Development Agreement) (Mohan)

H. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Twelve, City of Celina, Texas.(Edgewood– TIRZ Plan) (Pouladi)

I. The Celina City Council will Consider and act upon a request to amend a development agreement with Rockhill Capital & Investments, LLC for the development of approximately 567 acres of land; generally located south of J. Fred Smith Parkway, east of future Legacy Drive and west of BNSF Railroad. (Uptown Water Line- DA 1st amendment) (Mohan)

J. 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, Grant Application #3835103. (Bromiley)

K. Consider and act to authorize the City Manager to enter into an Interlocal Agreement with

L. Consider and Act to authorize the purchase of a vehicle for fiscal year 2021 from Dodge City McKinney in an amount not to exceed $25,919.00. (Berry)

Attachment: Dodge Truck Dev Serv (FY 2021 Truck)

M. Consider and Act to authorize the purchase of an ambulance for fiscal year 2021 from various vendors as listed below in an amount not to exceed $270,472.95. (Berry)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 51 acres, generally located east of FM 1385 and approximately 2,272 feet north of Frontier Parkway, within the Extraterritorial Jurisdiction (ETJ). (Chesney Tract - Development Agreement) (McAfee)

B. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 227 acres of land, generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (Chan-Moore -Development Agreement) (McAfee)

C. The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 620 acres, generally located east of Celina Parkway and approximately 3,275 feet north of G A Moore Parkway. (Robinson - Development Agreement) (Mohan)

D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 2 acres to Specific Use Permit (SUP) to allow for an Auto Wash, generally located west of Preston Road and approximately 645 feet north of Frontier Parkway, within the City Limits. (Dream Wash Auto Spa – Specific Use permit) (Mohan)

E. The Celina City Council will conduct the second of two public hearings and act upon an ordinance adopting the annexation of approximately 23 acres generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption) (Mohan)

F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 23 acres to Commercial, Office, & Retail (C) zoning district, generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements – Zoning) (Mohan)

G. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-05 Annexation Second Public Hearing) (Mohan)

H. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 50 on approximately 106 acres, generally located at the southwest corner of Ownsby Parkway and Custer Road. (Mustang Lakes – PD Amendment) (Mohan)

Attachment: Dodge Truck Dev Serv (FY 2021 Truck)

I. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the 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; and providing for other matters related thereto for the following property: (20-04 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

J. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 247 acres to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located at the northeast corner of FM 1385 and future Punk Carter Parkway. (Edgewood Creek PD – Zoning) (Mohan)

K. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 246 acres to Agricultural District (AG), generally located west of FM 2478, south of FM 455, north of Frontier Parkway, and east Preston Road. (Edgewood Creek – Remainder - Zoning) (Mohan)

L. The Celina City Council will conduct a public hearing to consider testimony on the rezoning of approximately 395 acres from 2F, C1, C2, CF, HD, I-1, MF-2, OT-R, SF-15, and PD zoning districts to the Downtown Code (DTC) zoning district; generally located east of Florida Drive, west of Preston Road, north of Cedar Street, and south of Malone Street, within the City Limits. (Downtown Code) (Nusser)

M. The Celina City Council will conduct a public hearing to consider testimony on Downtown Code (DTC), by repealing and replacing the entirety of Chapter 14: Zoning, Section 14.02.206, OT-R, Old Town Residential (Downtown) District and Section 14.02.407, OT, Old Town (Downtown) District. (Downtown Code Text Amendment) (Nusser)

IX. ACTION ITEM:

A. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Stovall)

B. Consider and act to authorize the execution of an Interlocal agreement by and between the City of Celina and Aqua Texas regarding the exchange of Water and Sewer Certificate of Convenience and Necessity Documents (Brawner)

C. Consider and act upon approval of appointments, re-appointments and removals from city boards and commissions, Economic Development Corporation and Community Development Corporation. (Tarrant)

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

Attachment: Dodge Truck Dev Serv (FY 2021 Truck)

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 Date Notice Removed

City Secretary, City of Celina, TX

Attachment: Dodge Truck Dev Serv (FY 2021 Truck)

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Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Mark Metdker, Public Safety Director
Date: February 9, 2021
Re: 2021 Vehicle for Development Services

Action Requested:
Consider and act to authorize the purchase of an ambulance for fiscal year 2021 from various vendors as listed below in an amount not to exceed $428,668.63. (Berry)

Background Information:
Staff requests authorization to procure a new ambulance to replace unit 0801 and will be purchased through cooperative contract.

The City maintains an executed Interlocal Agreements with the cooperative agencies. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Cab/Chassis	$ 270,720.45	Mak Hait	BuyBoard 570-18
LifePak Monitor/Defibrilator	$ 90,914.85	Stryker Medical	NASPO OK-SW-300
Stretcher	$ 66,435.25	Ferno	NPPGOV VH11239
Total	**$ 428,668.63**		

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
Funding is available through bond funds.

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase of a 2021 Ambulance

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: February 9, 2021
Re: Boards and Commissions Nominations

Action Requested:
Consider and act upon approval of appointments, re-appointments and removals from city boards and commissions, Celina Economic Development Corporation and Celina Community Development Corporation. (Tarrant)

Background Information:
This action approves nominations for new appointments, re-appointments and/or removals from city boards, commissions and development corporations. More appointments will be made in March.

Board Review/Citizen Input:
Mayor Pro Tem Anderson chaired a nominations committee that met, reviewed applications and made recommendations on January 20, 2020.

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Nominations list

Staff Recommendation:

Opening	Board & Commission Nominations 2021	Term	Expires	Column1
	Planning and Zoning (3 year term)			
re-appoint	Ben Hangartner	full	2023	
re-appoint	Eric Becker	full	2023	
	Board of Adjustments (2 year term)			
re-appoint	Nick Burgess	full	2022	
re-appoint	Reid Leslie	full	2022	
	Michael Casco	full	2022	
	Craig Cox	full	2022	
	Library (2 year term)			
re-appoint	Jennifer Blanco	full	2022	
re-appoint	Lisa Ferguson	full	2022	
re-appoint	Brooke Gill	full	2022	
	Justin Burrow	full	2022	
	Shelley Schmid	unexpired	2021	
	Parks and Recreation (3 year term)			
	Brian Bender	full	2023	
	Josh McKiddy	full	2023	
	Economic Development (2 year term)			
re-appoint	Mindy Koehne	full	2022	
re-appoint	Carmen Roberts	full	2022	
	Community Development (2 year term)			
	Brian Bender	full	2022	
	Josh McKiddy	full	2022	
	Rex Cotton	full	2022	

Attachment: 4 Nominating Committee Worksheet February City Council 2021 (Boards and Commissions Nominations)

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Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	February 9, 2021
Re:	Chesney Tract - Development Agreement

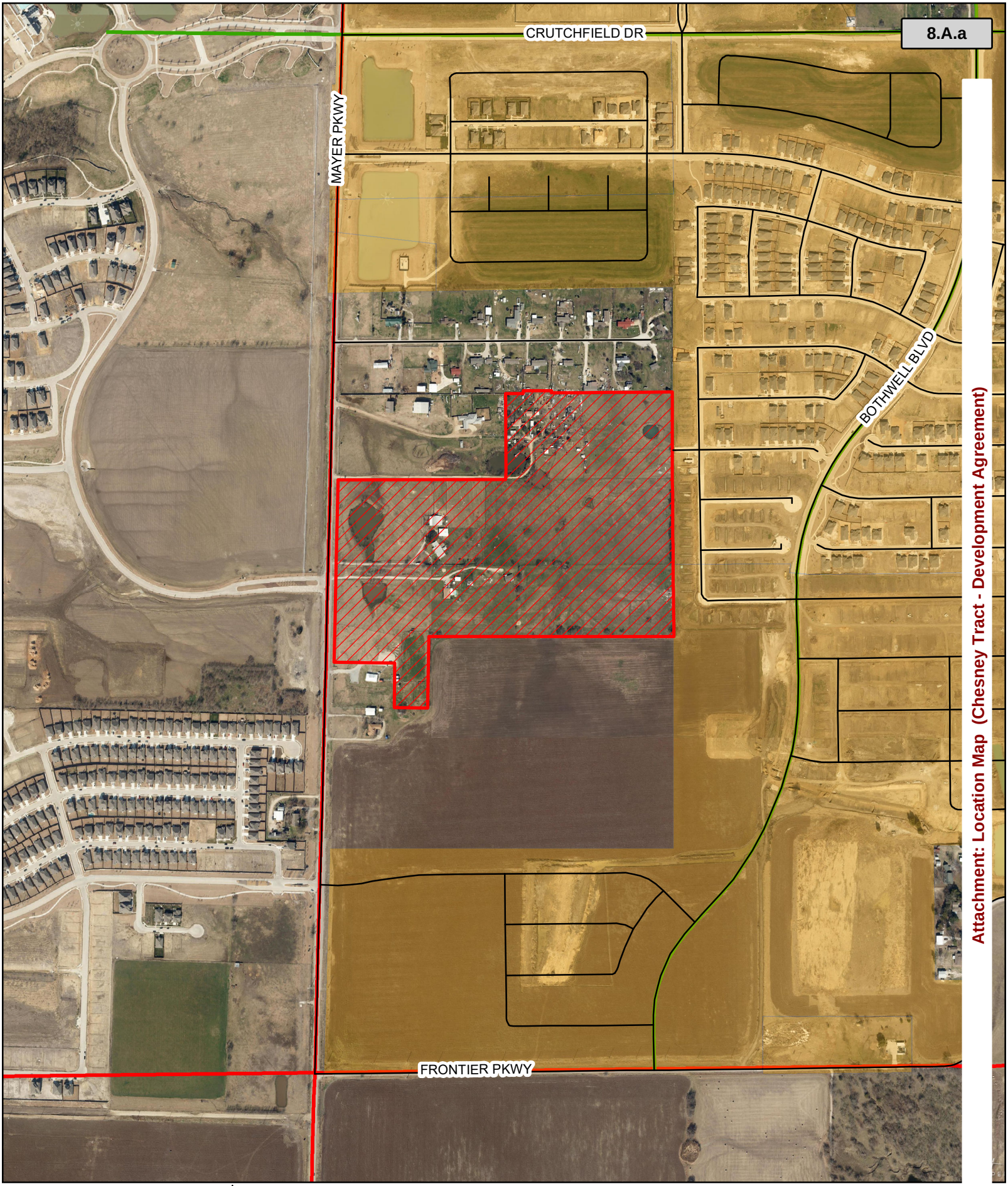
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 51 acres, generally located east of FM 1385 and approximately 2,272 feet north of Frontier Parkway, within the Extraterritorial Jurisdiction (ETJ). (Chesney Tract - Development Agreement) (McAfee)

Applicant:
Claymoore Engineering
301 S. Coleman, Suite 40,
Prosper, TX 75078

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Chesney Tract - Development Agreement)

CELINA TEXAS EST. 1876
Life Connected.

Chesney Tract Location Map

Date: 1/7/2021

Legend

- Roads
- Subject Property
- City Limits
- Parcels

N
W E
S

0 Feet

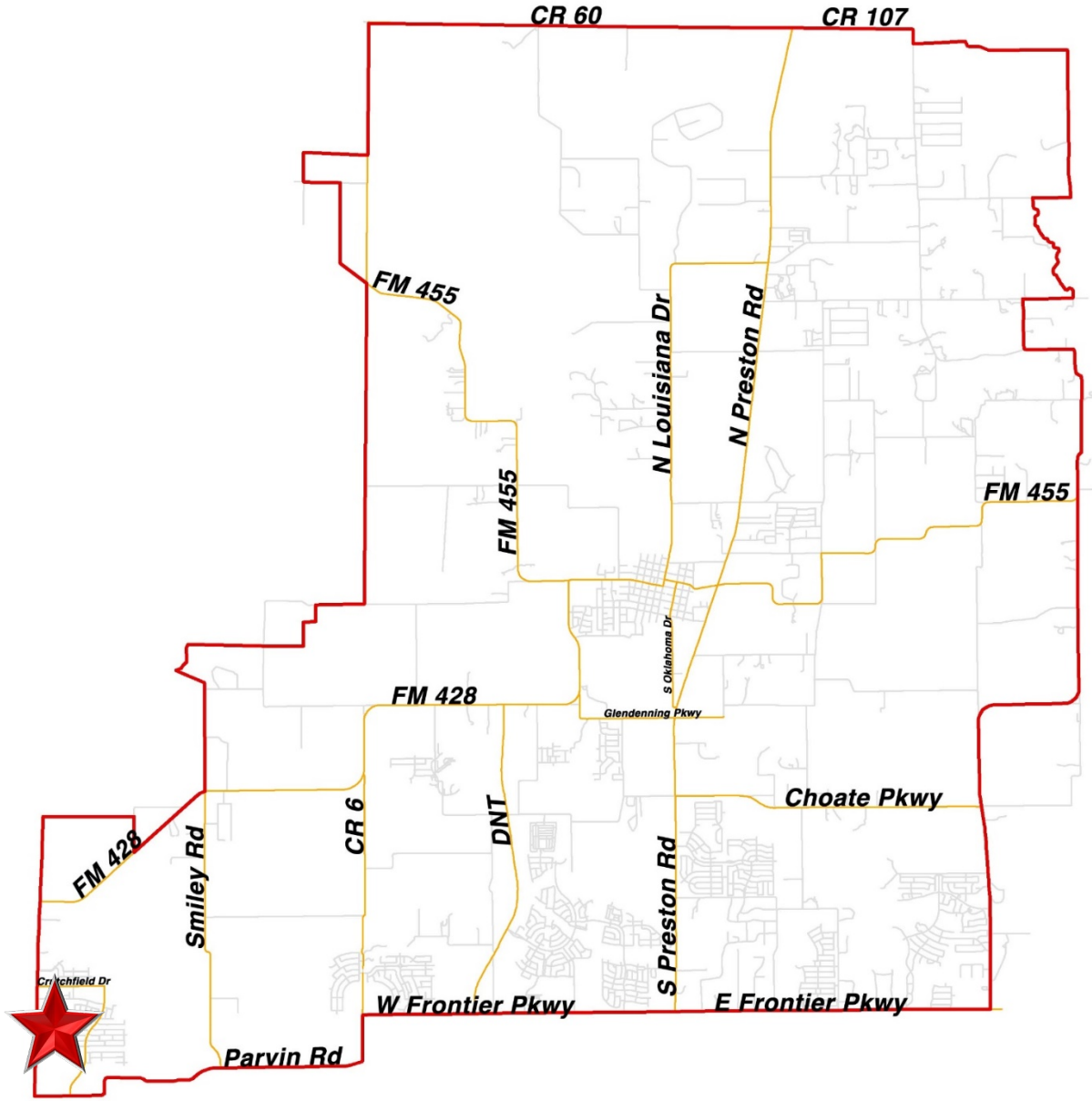
Chesney Tract

Development Agreement

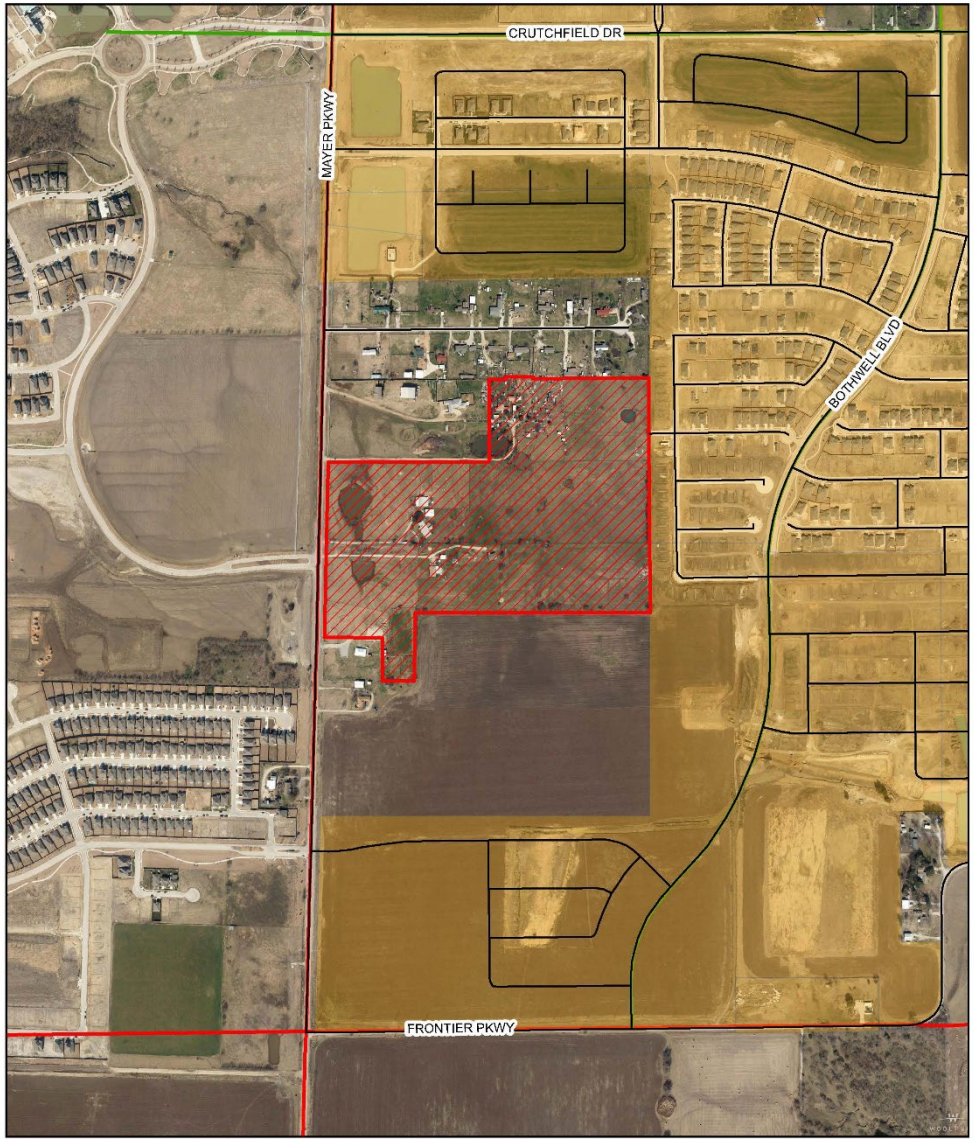
City Council

February 9, 2021

Attachment: Staff Presentation (Chesney Tract - Development Agreement)



Attachment: Staff Presentation (Chesney Tract - Development Agreement)



Location Map

The subject property is generally located east of FM 1385 where Aubrey Parkway terminates into it.

Important to note – this tract is more than 1,800 feet deep, for perspective.

Background

- The subject property is approximately 51 acres, within the Extraterritorial Jurisdiction (ETJ), and wants to annex
- All three properties signed a 15-year pre-annexation deferral agreement in 2017, agreeing to future annexation and to follow all City regulations
- The applicant is proposing a base zoning of Commercial, Retail, & Office (C), yet with multiple land uses (i.e. future PD)

Attachment: Staff Presentation (Chesney Tract - Development Agreement)

Project Overview (1 of 3)

- Minimum of 5 acres of Commercial along FM 1385
- MF-2: Maximum of 400 units, 250’ setback from the eastern property line with Sutton Fields
- All city regulations apply at time of permitting (landscaping, architecture, setbacks, etc.) for this part of the request

Attachment: Staff Presentation (Chesney Tract - Development Agreement)

Project Overview (2 of 3)

Self Storage / Mini-warehouse

- It is envisioned for the eastern portion of the tract, adjacent to existing Sutton Fields, to develop with one-story self-storage land use.
- The storage shall install an 8’ high masonry wall along its perimeter, generally lining it with units that meet architectural standards. The interior of the storage yard area may be used for boat/RV storage.
- RV/boat storage may use flex base, so long as all fire lanes are concrete, all drive aisles that serve storage units are concrete, and all flex-base areas are behind a masonry wall. Any flex base used for vehicle storage must be screened on all perimeters by a masonry wall, or masonry storage units with doors facing inward so that it is not visible from a public space.

Attachment: Staff Presentation (Chesney Tract - Development Agreement)

Project Overview (3 of 3)

Contractor Shops

- Contractor shops (with no outdoor storage) are envisioned to develop, generally in the middle of the property, and no closer than 250’ from FM 1385 to the west and 250’ from existing Sutton Fields to the east.
- Metal buildings are allowed, generally per the attached elevations.
- Buildings with visibility along a fire lane, public right-of-way, or near a perimeter of the property should be enhanced. Interior building elevations are not required to be enhanced.
- Enhanced metal buildings are generally envisioned to be a combination of quality metal with baked-in color, masonry wainscoting, and other visual improvements.

Attachment: Staff Presentation (Chesney Tract - Development Agreement)

Elevations – Contractor Shops

1 FRONT ELEVATION - TYPE 2
1/4" = 1' - 0"

Attachment: Staff Presentation (Chesney Tract - Development Agreement)

Policy Considerations (1 of 2)

- 51 acres that is not scheduled for annexation until 2032
- The commercial request along FM 1385 makes sense
- The MF-2 request is not inappropriate given that no apartment zoning exists along the future 6-lane corridor
- The self-storage would be a modern masonry compound design
- The RV/Boat storage is also a market-driven request

Attachment: Staff Presentation (Chesney Tract - Development Agreement)

Policy Considerations (2 of 2)

- The contractor shops are a market-driven request, as existing facilities have little to no vacancy and fill-up quickly
- This request sets the shops back into the property, away from the public ROW and adjacent residential
- The metal buildings do not meet architectural standards, but this facility type typically does not construct with masonry materials

Attachment: Staff Presentation (Chesney Tract - Development Agreement)

P&Z Public Hearing

- Two residents from Sutton Fields spoke at the public hearing, asking questions about the multi-family and timing of the project

Attachment: Staff Presentation (Chesney Tract - Development Agreement)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the development agreement at its January 19th regular meeting

Attachment: Staff Presentation (Chesney Tract - Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between 1385 Mustang Park, LP (the "Developer") and the City of Celina (the "City"), to be effective on March 19, 2021 ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton 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, the Developer has entered into a contract to acquire fee simple title to several tracts of land totaling 50.156± acres of land located in the City's extraterritorial jurisdiction ("ETJ"), as more particularly described in **Exhibit A** and as depicted in **Exhibit B** (the "Property"); and

WHEREAS, the Developer intends to develop the Property pursuant to the Commercial, Retail and Office (C) district contained in the City's Zoning Ordinance, as amended, as the based zoning (the "Commercial, Retail and Office"), except as otherwise provided in this Agreement; 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 for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be zoned as planned development that uses the Commercial, Retail, and Office as the base zoning for the Property, subject to the development standards attached hereto as **Exhibit C** (the "Development Standards") and the metal Building Elevation attached hereto as **Exhibit D**; and

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

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Denton County, Texas; and

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

WHEREAS, the Developer agrees to develop the Property as envisioned by the Parties, including dedication of onsite and perimeter easements and dedication of right-of-way as required by the City Regulations (hereinafter defined) or upon request of the City; and

WHEREAS, the City supports the development and will consider plats of all or a portion of the Property in general accordance with the Development Standards, applicable City Regulations, and this Agreement; and

WHEREAS, the Parties acknowledge that the Mustang Special Utility District ("Mustang") holds the water and sewer certificate of convenience and necessity over the Property, and that the holder of the certificates of convenience and necessity will be the retail provider of water and sewer to the Property; and

WHEREAS, the City and the Developer agree that the development of the Property can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Property is within the City's extraterritorial jurisdiction (the "ETJ") so the Parties have the authority to enter into this Agreement pursuant to Section 43.016 and Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the previous owners of the Property entered into Chapter 43 Texas Local Government Code Development Agreements with the City, governing the use and development of each of the parcels in the Property while it is in the ETJ and

the Parties do not intend for the Chapter 43 Agreements to apply to the Property, the Developer, or the Developer's successors and assigns, and intend for such agreements to automatically become null and void upon the filing of this Agreement in the Denton County real property records.

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 I
GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Building Elevation means the metal building elevation on **Exhibit D** solely for contractor shops.

City Council means the city council of the City.

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended and adopted by the City for application within the corporate limits and/or ETJ.

Development Standards means the development standards for the Property, which are set forth on **Exhibit C**.

Effective Date is defined in the introductory paragraph.

End-Buyer is defined in Section 9.1.

ETJ is defined in the Recitals.

Developer is defined in the introductory paragraph.

Commercial, Retail, and Office is defined in the Recitals.

Mustang is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

Property means the real property described on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property.

Term is defined in Article V.

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 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. 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. To the extent easements or rights-of-way are needed within the Properties, they shall be dedicated by Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City, except that roadways must be in dedicated right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer and could vary from estimated sizes.

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

Notwithstanding any provision to the contrary herein or in the City Regulations, (a) if Mustang holds the water certificate of convenience and necessity over all or any portion of the Property, the regulations of Mustang governing water infrastructure design, construction, inspection, maintenance, and operation shall control over the City Regulations in the event of a conflict; water easements, located outside of City easements and City right-of-way, shall be dedicated to Mustang instead of the City; and Mustang shall review and approve construction plans, issue construction permits, and conduct inspections and collect all related fees pursuant to Mustang's regulations for water infrastructure in lieu of the City; and (b) if Mustang holds the sewer certificate of convenience and necessity over all or any portion of the Property, the regulations of Mustang governing sewer infrastructure design, construction, inspection, maintenance, and operation shall control over the City Regulations in the event of a conflict; sewer easements, located outside of City easements and City right-of-way, shall be dedicated to Mustang instead of the City; and Mustang shall review and approve construction plans, issue construction permits, and conduct inspections and collect all related fees pursuant to Mustang's regulations for sewer infrastructure in lieu of the City. The City agrees that it will not regulate or collect fees for any activity related to water or sewer Public Infrastructure on the Property unless the City is the holder of the applicable certificate of convenience and necessity.

2.2 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.

(b) No Release. 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 Properties.

(c) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure, except for Mustang's water and sewer infrastructure, and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(d) Approval of Plats/Plans. Approval of plats, permits, plans designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to the 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

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations.

2.3 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 roadway or stormwater Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, 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, if requested in writing by the City, 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.

2.4 Operation and Maintenance.

(a) 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.

(b) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances (if any) shall be by the owner of the portion of the Property on which or adjacent to which the improvements are located.

2.5 On-Site Rights-of-Way and Easements. Developer will transfer to the City any on-site rights-of-way and on-site easements necessary for roadway or stormwater Public Infrastructure at the time of adjacent development, or within one hundred twenty (120) days of the City requesting same for a City project.

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations, except to the extent that the Development Standards, may vary from those terms, then the Development Standards shall control.

(b) Building permits and certificates of occupancy shall be required for improvements on the Property using the procedures and standards contained in the City Regulations. Permits will not be issued for permit applications that do not comply with the terms of this Agreement. The City will not be held liable for withholding permits under this section.

(c) Unless otherwise specifically set forth in this Agreement to the contrary, the exterior of all structures shall conform to the provisions set forth in the City's approved architectural standards, as they exist or as may be amended in the future.

(d) All Public Infrastructure, except for Mustang's water and sewer infrastructure, shall be dedicated to the City.

3.2 Approval of Plats/Plans/Replat. Approval of plats, permits, plans designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to the 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. The Developer may submit a replat for all or any portion of the Property.

3.3 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.

3.4 Building Codes, Fire Codes and Building Materials. *Developer has requested and the Parties agree that the Development Standards, as applicable, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1,*

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

2019, as it presently exists or may be subsequently amended. This Section shall survive after termination of this Agreement.

3.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control. To the extent of any conflict between Section 3.4 and **Exhibit D** as to contractor shop structures, **Exhibit D** shall control.

3.6 RESERVATION OF RIGHTS. THE DEVELOPER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND THE DEVELOPER EXPRESSLY RESERVES) ANY RIGHT THE DEVELOPER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM THAT THE APPLICATION OF AMENDMENTS TO THE CITY REGULATIONS, ENACTED AFTER THE EFFECTIVE DATE, TO THE PROPERTY VIOLATES ANY STATE OR FEDERAL LAW, SO LONG AS SUCH CLAIM DOES NOT RELATE TO ANY EXPRESS OBLIGATION OF DEVELOPER SET FORTH IN THIS AGREEMENT.

3.7 THE DEVELOPER ACKNOWLEDGES THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES, AND CASE LAW AND FEDERAL, STATE, AND LOCAL ORDINANCES, RULES AND REGULATIONS, AND THE DEVELOPER WAIVES AND RELEASES CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT. THIS SECTION SURVIVES THE TERMINATION OF THE AGREEMENT.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Development, Review and Inspection 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 fees relating to platting, impact fees, permit fees, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

4.2 ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for roads, streets, and alleys.

4.3 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 INFRASTRUCTURE 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 INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC**

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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 INFRASTRUCTURE 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 4.3 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.

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

ARTICLE V
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date ("Term"), except that Section 3.4 and the Development Standards, and all provisions of this Agreement related to Section 3.4 and the Development Standards shall have a term of forty-five (45) years. The Parties may extend the 15-year term of this Agreement if they execute an agreement in writing. If the Developer does not acquire fee simple title to all of the Property hereinafter defined by March 31, 2021, this Agreement shall be *void ab initio* and automatically become null and void on such date.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 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 portion thereof, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres not owned by Developer (collectively, the "Petition Property"). Developer 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. This Agreement constitutes the service plan agreement for providing City services to the Property. 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 and/or Property, within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Developer, and Developer shall review and approve, this annexation service plan, which shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Developer. Developer acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that 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 and other applicable law. The City shall consider zoning the Property consistent with the Development Standards and applicable provisions of this Agreement contemporaneously with the 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. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent the Development Standards and City Regulations, including but not limited to zoning, from being enforced against an End-Buyer (as defined in Section 9.1).

6.3 Replace Chapter 43 Development Agreements. The City and previous owners of the tracts described on **Exhibit B** entered into Chapter 43 Texas Local Government Code Development Agreements, which govern the annexation, use and development and are binding upon successors and assigns for the term of the agreement. The Parties agree that this Agreement

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

replaces each of the following agreements recorded in the Denton County real property records in 2017 as: Instrument Nos. 146568, 146564, and 146542. The Parties expressly agree that the City has fulfilled its obligations under Chapter 43 of the Texas Local Government Code to offer an agreement to defer annexation, codified as Section 43.035 prior to December 1, 2017 and presently codified as Section 43.016.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 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.

7.2 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 VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 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, any purchaser of all or any portion of the Property, or any lien holder on the Property, 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 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

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

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.

8.2 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 III, without the Developer's prior written consent, which consent shall not be unreasonably withheld.

8.3 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 Section 9.1 below) of a lot within the Property, any person or entity 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.

8.4 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.

8.5 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 15 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 IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto 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 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

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

9.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 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.

10.2 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, Fort & McDonald PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 Email: julie@txmunicipallaw.com
To the Developer:	Attn: Luke Brown Brown & Griffin Real Estate Advisors, LP P.O Box 129

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

1061 N Coleman STE 90
Prosper TX 75078
E-mail: luke@bgrea.com

With a copy to: Attn: Melissa Lindelow
Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218
E-mail: melissa.lindelow@svlandlaw.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.

10.3 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.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 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.

10.6 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.

10.7 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.

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

10.8 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 Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

10.9 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.

10.10 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.

10.11 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.

10.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Development Standards
Exhibit D	Contractor Shop Metal Building Elevation

10.13 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.

10.14 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 (3) 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

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

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.

10.15 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.

10.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

EXECUTED by the City and Developer on the respective dates stated below.

[signature pages to follow]

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

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 _____, 2021 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

DEVELOPER: 1385 MUSTANG PARK, LP

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2021, by _____, the _____ of 1385 Mustang Park, LP, on behalf of said limited partnership.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

The Property consists of the following three tracts of land:

TRACT 1 – DAHL TRACT

BEING a 20.50 acre tract of land situated in the Freeman Wilkerson Survey, Abstract Number 1411, Denton County, Texas and being all of a tract of land described in that certain deed to Jennifer S. Dahl and husband Richard A. Dahl, recorded in Document Number 2006-1961 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 4 inch metal fence post found at the Northwest corner of said Dahl tract and the common Southwest corner of a tract of land described in that certain deed to Larry G. Blythe and Mary C. Blythe, recorded in Document Number 2014-3602 of the Official Records of Denton County, Texas and also being in the East line of F.M. Highway 1385;

THENCE N 89°35'04" E with the North line of said Dahl tract and the common South line of said Blythe tract, passing a 1/2" iron rod found at the Southeast corner of said Blythe tract and the common Southwest corner of a tract of land described in deed to Lee A. Brown, recorded in Document Number 2003-R0122624 Official Records of Denton County, Texas at a distance of 929.74 feet and continuing with the common South line of said Brown tract, a total distance of 1853.35 feet to a 1/2" iron with cap stamped "EAGLE SURVEYING" set at the Northeast corner of said Dahl tract and the common Southeast corner of said Brown tract and also in the West line of Tract 1, Sutton Fields Phase 2A, recorded in Document Number 2019-268 of the Plat Records of Denton County, Texas from which a 5/8" iron rod with cap stamped "PETTIT" found at the Northwest corner of said Tract 1, Sutton Fields Phase 2A bears N 00°24'09" W, a distance of 19.14 feet;

THENCE with the East line of said Dahl tract and the West line of said Tract 1, Sutton Fields Phase 2A the following courses and distances;

S 00°24'09" E passing a 1/2" iron rod with cap stamped "ROOME" found at a distance of 130.86 feet and passing a 1/2" iron rod with cap stamped "ROOME" found at a distance of 230.86 feet and continuing a total distance of 479.80 feet;

S 00°41'33" E a distance of 0.20 feet to the Southeast corner of said Dahl tract and the common Northeast corner of a tract of land described as "TRACT ONE" in deed to Margie B. Chesney, recorded in Document Number 2020-99377 of the Official Records of Denton County, Texas from which a 5/8" iron rod with cap stamped "PETTIT" found at the Southwest corner of said Tract 1, Sutton Fields Phase 2A bears S 00°41'33" E, a

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

distance of 344.76 feet and a 1/2" iron rod with cap stamped "RPLS 4087" found bears S 49°53'11" W a distance of 1.04 feet;

THENCE S 89°35'32" W with the South line of said Dahl tract and the common North line of said Chesney tract, a distance of 1868.76 feet to a 1/2" iron with cap stamped "EAGLE SURVEYING" set at the Southwest corner of said Dahl tract and the common Northwest corner of said Chesney tract and in the East line of said F.M. Highway 1385;

THENCE N 01°26'11" E, a distance of 480.00 feet to the **POINT OF BEGINNING** and containing 20.50 acres of land more or less.

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

TRACT 2 – CHESNEY TRACT

BEING all that certain lot, tract, or parcel of land situated in the F. Wilkerson Survey Abstract Number 1411 in Denton County, Texas, being all that certain tract of land conveyed by deed from Elmo Chesney and Leota Chesney to Timothy Dan Chesney and Margie Beth Chesney recorded in Volume 1209, Page 434, Deed Records, Denton County, Texas and being a part of that certain tract of land conveyed by deed from Billy Ray Fowler to Timothy Dan Chesney and Margie Beth Chesney recorded under Clerk's File number 94-R0036277, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at an iron rod marked "4561" set for corner in the east line of Farm-to-Market Highway Number 1385, a public roadway, said point being the northwest corner of that certain tract of land conveyed by deed from Bold Cross Cowboy Church to MRMS FM 1385 Investments, LLC. Document Number 2020-92753, Real Property Records, Denton County, Texas;

THENCE N 1°28'11" E, 526.49 feet said east line of said Farm-to-Market Highway Number 1385 to an iron rod marked "4561" set for corner, said point being the southwest corner of that certain tract of land conveyed by deed from Alan Tankersley and Patrice F. Tankersley to Jennifer S. Dahl and Richard A. Dahl, recorded under Document Number 2006-1961, Real Property Records, Denton County, Texas;

THENCE N 89°32'28" E, 1867.70 feet with the south line of said Dahl tract to an iron rod marked "Pettit" found for corner in the west line of Block RR of Sutton Fields, Phase 2A, an addition to the City of Celina, recorded under Document Number 2019-268, Plat Records, Denton County, Texas;

THENCE S 0°49'40" E, 396.87 feet with said west line of said Block RR of Sutton Fields, Phase 2A and with the west line of the remnant of that certain tract of land conveyed by deed from Ok Kyun Kim and Youngmoo Kim, Trustees to CADG Sutton Fields, LLC. Recorded under Document Number 2015-30387, Real Property Records, Denton County, Texas, to an iron rod found for corner, said point being the northeast corner of that certain tract of land conveyed by deed from Chung-Cheng Hong to Anna Liz Hong recorded under Document Number 2014-15601, Real Property Records, Denton County, Texas;

THENCE S 89°46'16" W, 1360.59 feet with a north line of said Anna Liz Hong tract to an iron rod found for corner at an inner ell of said Anna Liz Hong tract;

THENCE S 1°40'32" W, 398.58 feet with a west line of said Anna Liz Hong tract to an iron rod marked "Brennan" found for corner at an inner ell of said Anna Liz Hong tract;

THENCE N 88°49'10" W, 170.88 feet with a north line of said Anna Liz Hong tract to an iron rod marked "4561" set for corner, said being the southeast corner of said MRMS FM 1385 Investments, LLC. tract;

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

THENCE N 1°28'11" E, 248.74 feet with the east line of said said MRMS FM 1385 Investments, LLC. tract to an iron rod marked “4561” set for corner;

THENCE N 88°49'10" W, 350.25 feet with the north line of said MRMS FM 1385 Investments, LLC. tract to the PLACE OF BEGINNING and containing 19.623 acres of land.

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

TRACT 3

All that certain tract or parcel of land situated in the F. Wilkerson Survey, Abstract 1411, Denton County, Texas, being a part of a certain (called) 20.0 acre tract described in a Deed from Bob Buchanan to James P. Wallace on the 18th day of September, 1978 and recorded in Volume 913, Page 945, Deed Records of said County, and being more fully described as follows:

BEGINNING at the Northeast Corner of said 20 acre tract;

THENCE South 00°39'40" West with the East Boundary Line of said 20 acre tract and with a fence a distance of 471.70 feet to a steel pin at the Southeast corner of said 20 acre tract;

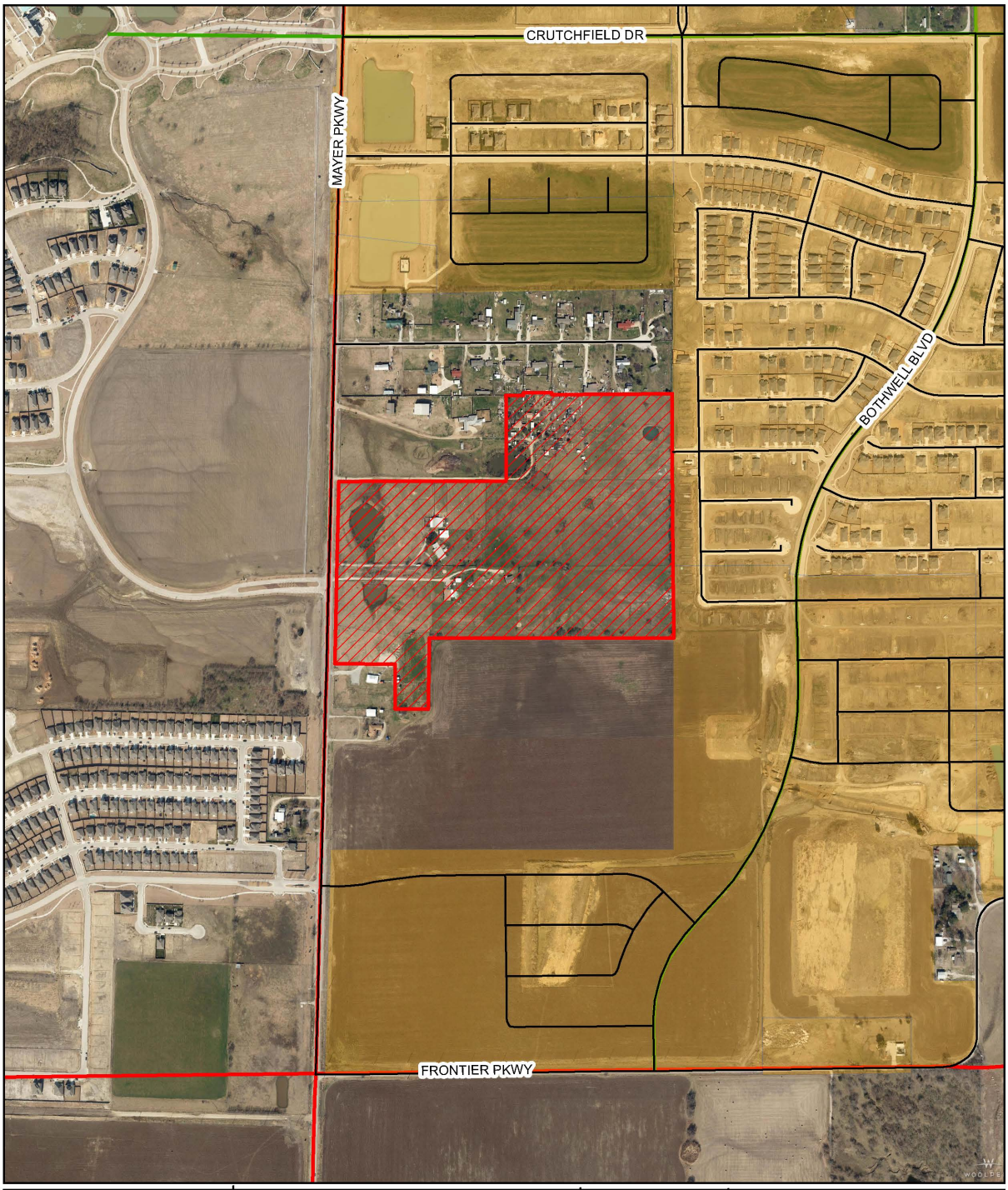
THENCE North 89°20'50" West with the South Boundary Line of said 20 acre tract a distance of 923.47 feet to a steel pin;

THENCE North 00°39'40" East a distance of 471.70 feet to a steel pin on the North Boundary Line of said 20 acre tract;

THENCE South 89°20'50" East with the North Boundary Line of said 20 acre tract a distance of 923.47 feet to the Point-of-Beginning and containing in all 10.000 acres of land.

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

EXHIBIT C
DEVELOPMENT STANDARDS

General

- The Property shall develop in accordance with the Commercial, Retail, & Office ("C") zoning district regulations as amended by this Agreement.
- At least 5 acres shall be preserved for retail, office, or commercial along FM 1385.
- All landscaping, setbacks, architecture, and other design standards and regulations apply to the Property at time of permitting, unless adjusted below or otherwise noted in this Agreement.
- The building material regulations in the Zoning Ordinance, as it existed on August 1, 2019, shall apply except as expressly amended by this Exhibit C.

MF-2 Multi-Family Product

- A maximum of 400 units may be developed on the Property in accordance with the Multi-Family-2 ("MF-2") zoning district regulations.
- Multifamily buildings shall be set back a minimum 250 feet from the eastern Property line adjoining the existing Sutton Fields development.

Self-Storage / Mini-warehouse

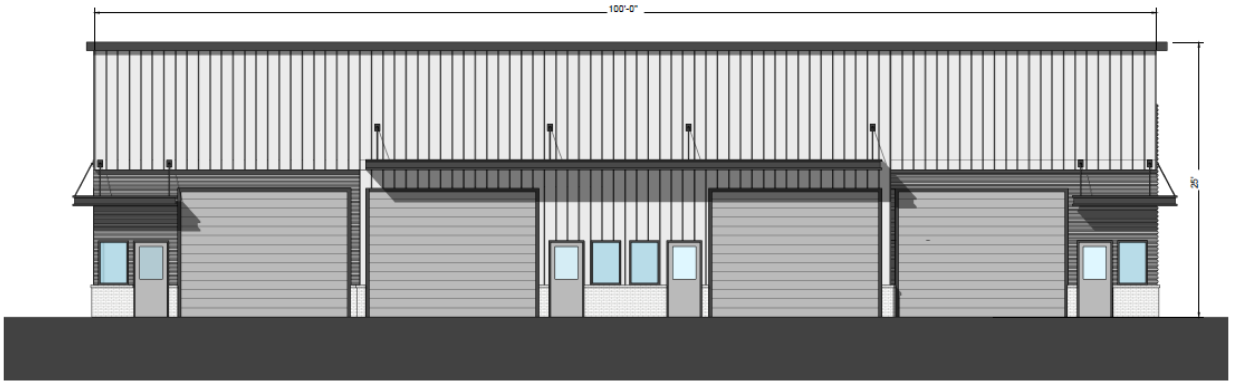
- For the eastern portion of the tract within 250 feet from the eastern Property line with existing Sutton Fields, a self-storage use shall not exceed one story.
- An 8-foot-tall masonry wall shall be installed along the perimeter of any lot developed with self-storage/mini-warehouse.
- The units shall meet applicable architectural standards, but the interior of the storage yard area may be used for RV/boat storage.
- The interior RV/boat storage may use flex base, so long as all fire lanes are concrete, all drive aisles that serve storage units are concrete, and all flex-base areas are behind a masonry wall. Any flex base used for vehicle storage must be screened on all perimeters by a masonry wall, or masonry storage units with doors facing inward so that it is not visible from a public space.

Contractor Shops/Office, Showroom, Warehouse

- Contractor shops (without outdoor storage), which may include office/showroom/warehouse as a use, are permitted generally in the middle of the Property, but no closer than 250 feet from FM 1385 to the west and 250 feet from the closest lot line of the existing Sutton Fields development to the east.
- Metal buildings are allowed provided front elevations are consistent with the front elevation attached as **Exhibit D**. Side and rear metal building elevations with visibility along a fire lane, public right-of-way, or near a perimeter of the Property shall be enhanced, as described below. All other interior building elevations are not required to be enhanced.
- Enhanced metal buildings shall be a combination of quality metal with baked-in color, masonry wainscoting, and other visual improvements, with elevation plans to be approved by the City.

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

EXHIBIT D
CONTRACTOR SHOP METAL BUILDING ELEVATION



1 FRONT ELEVATION - TYPE 2
1/4" = 1' - 0"

Attachment: Draft Development Agreement (Chesney Tract - Development Agreement)

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:	February 9, 2021
Re:	Chan-Moore -Development Agreement

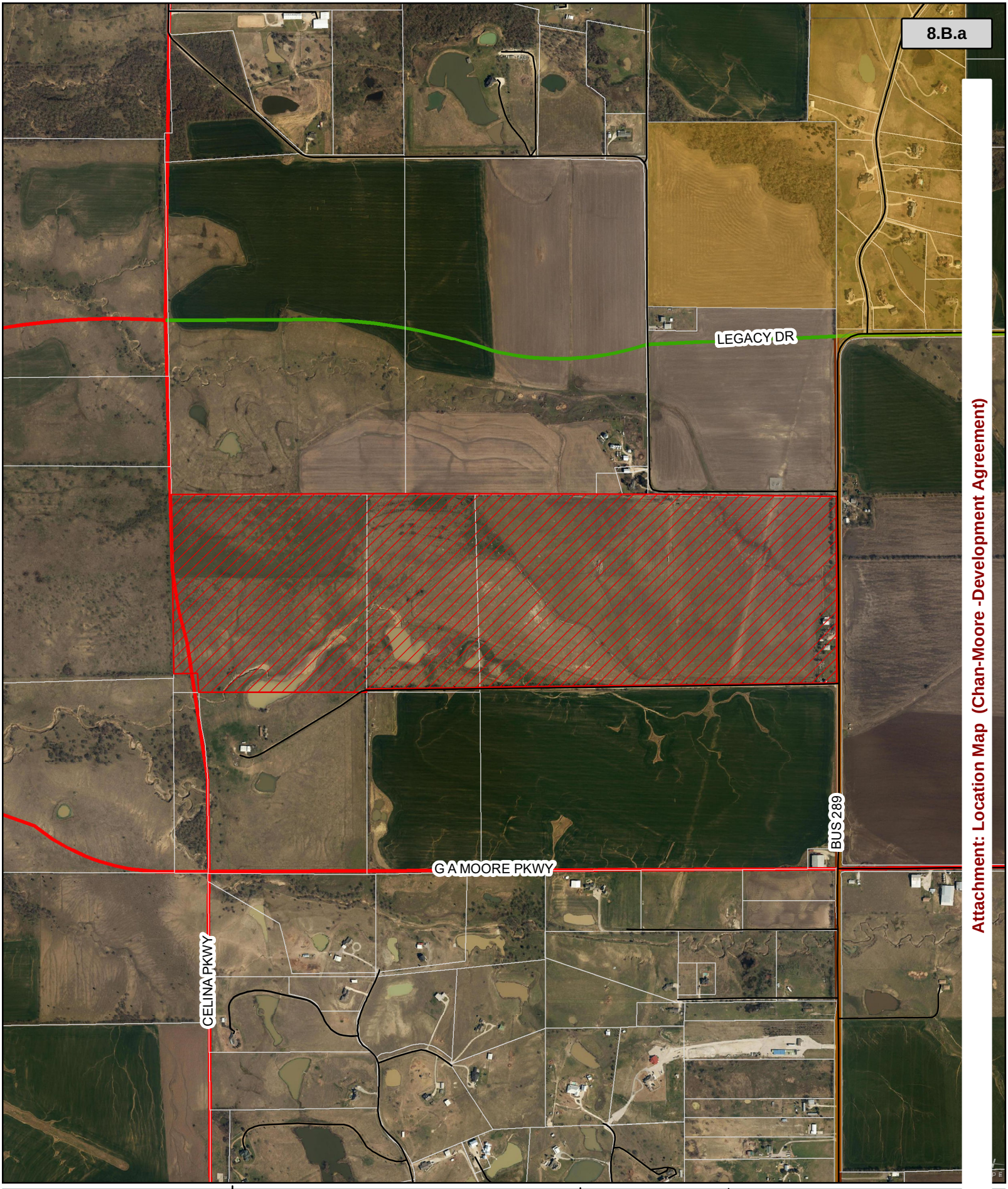
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 227 acres of land, generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (Chan-Moore -Development Agreement) (McAfee)

Applicant:
Pilatus Investments, LLC
1341 Preston Road
Celina, TX 75009

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Chan-Moore -Development Agreement)

CELINA TEXAS est. 1876
Life Connected.

Chan-Moore Location Map

Date: 11/10/2020

Legend

- Roads
- Subject Area
- City Limits
- Parcels

N
W E
S

0 Feet

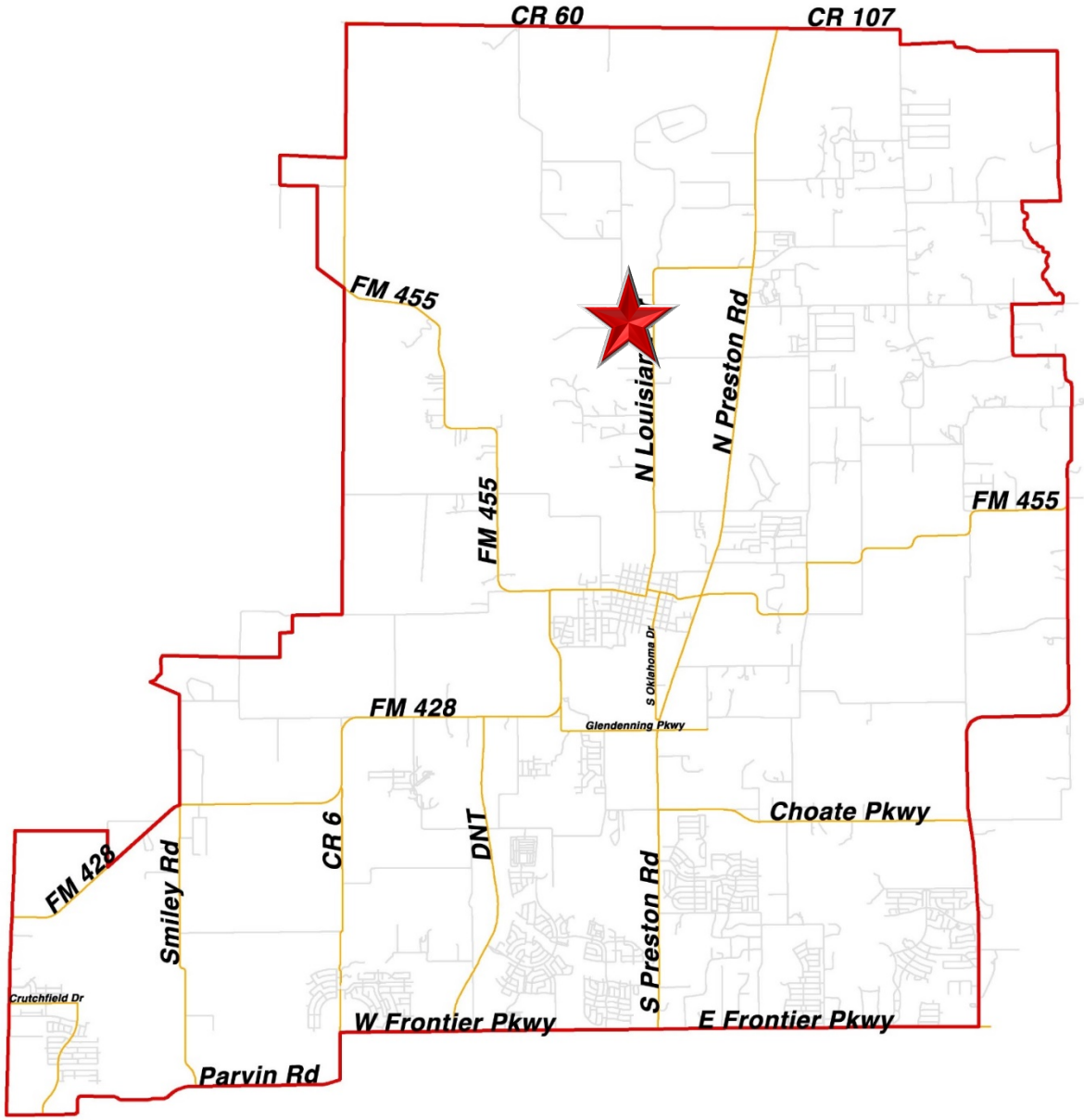
Chan-Moore

Development Agreement

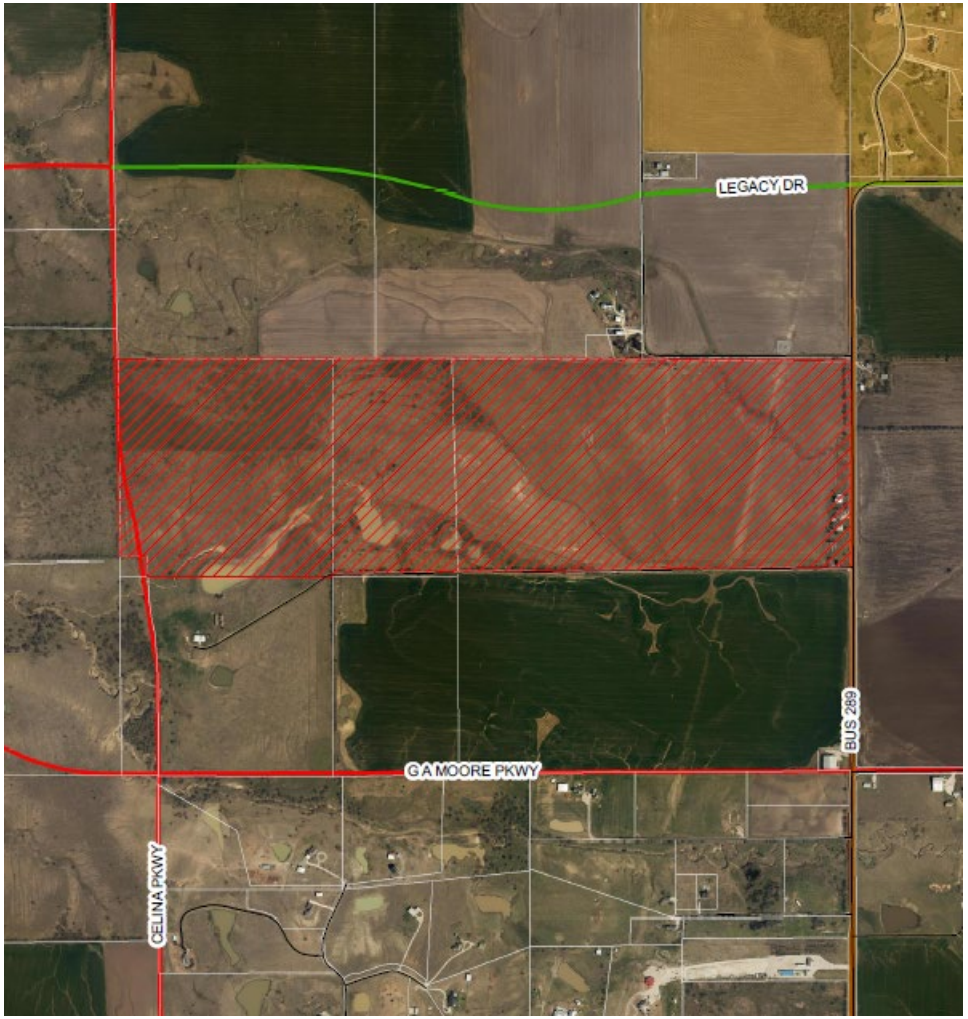
City Council

February 9, 2021

Attachment: Staff Presentation (Chan-Moore -Development Agreement)



Attachment: Staff Presentation (Chan-Moore -Development Agreement)



Location Map

The subject property is generally located at the southwest corner of Louisiana Drive and County Road 58

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

Background

- The subject property is approximately 227 acres, located in the Extraterritorial Jurisdiction (ETJ)
- The proposed project is a master planned community
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

Concept Plan

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

Overview

- The Development Agreement proposes annexation and zoning for the 227 acres, which is currently undeveloped land
- The development agreement also requires right-of-way dedication from the property owner either at time of development, or when the City requests for the ROW
- Single-Family Residential (SF-R) base zoning is proposed for this neighborhood

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

Open Space Plan

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

Development Standards

- The project is abiding by the new Neighborhood Vision Book, which provides guidance on how to meaningfully incorporate open space into a new neighborhood
- Standard enhanced landscape buffers, trails, screening, architecture, and wide sidewalks
- Standard amenity package with timing triggers
- Alleys on smaller lots, as required

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

Lot Mix

The proposed lot mix includes:

- 60s (minimum 20%)
- 50s (flexible, per the base code)
- 40s (maximum 55%)
- Duplex lots (maximum 35%)

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

Policy Considerations

- The DA brings an additional 227 acres into the City Limits with base zoning
- The proposed neighborhood is appropriate for the location
- A mixture of lot sizes, as required by the Zoning Ordinance and Strategic Plan
- The development would abide by all City standards, except for alleys on the 55’ lots

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

P&Z

During the public hearing, the Commission requested that the duplex lots be on the interior of the neighborhood and not on its perimeter along the City's transportation network where they would be more visible.

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the DA request at its December 15th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Chan-Moore -Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between PILATUS INVESTMENTS, L.L.C. (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the Developer acquires fee simple title to the Property (hereinafter defined) ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; 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, on the date the City Council voted to approve this Agreement, landowners Chan, Chi-Chu; Chan, Tsun-Huei; and Paul Chan (collectively, the "Owner") own ±153.2 acres of land, located at the southwest corner of the intersection of Business Highway 289 (Louisiana Drive) and County Road 58, which lies within the extraterritorial jurisdiction of the City (except for a narrow strip running on and along the western side of the right-of way of Business Highway 289, which is already within the jurisdictional limits of the City), entirely within Collin County, Texas and described by metes and bounds on **Exhibit A-1** and depicted in **Exhibit A-2**, (the "Property"); and

WHEREAS, the Owner intends to sell the Property to the Developer and the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer also intends to purchase and develop ±66 acre parcel of land which lies entirely within the extraterritorial jurisdiction of the City, in Collin County, Texas, is described by metes and bounds on **Exhibit B-1** and depicted in **Exhibit B-2**, and located immediately west of the Property (the "Moore Parcel"); and

WHEREAS, the Parties intend that this Agreement will apply to the Property upon the Developer acquiring fee simple title to the Property; however, should the Developer close upon acquisition of the Moore Parcel prior to September 30, 2021 then, the Parties agree that this Agreement will be automatically amended to expand the definition of the Property to include the Moore Parcel, under the same terms stated herein; and

WHEREAS, the Developer intends to develop the Property as a planned residential development (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), the development standards attached hereto as **Exhibit D** (the "Development Standards"), and the open space standards attached herein as **Exhibit E**; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the City holds or will hold the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property, or will otherwise acquire the right to serve at the Developer's expense as provided by this Agreement, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, in lieu of construction of such perimeter and offsite road improvements necessary and proportionate to serve the Development, as ordinarily required by ordinance and approved construction criteria, the Parties intend that this requirement will instead be satisfied by dedication of needed additional right-of-way and certain construction, as further specified in the terms of this Agreement, and from specified contributions and escrows by each of the Parties; and

WHEREAS, in lieu of construction of such offsite water line extensions necessary and proportionate to serve the Development, as ordinarily required by ordinance and approved construction criteria, the Parties intend that this requirement will instead be satisfied by City's design and construction of a water line along Louisiana Street, within an easement(s) outside of the right-of-way acquired by or dedicated to the City, as further specified in the terms of this Agreement; and

WHEREAS, in lieu of construction of such perimeter and offsite wastewater improvements necessary and proportionate to serve the Development, as ordinarily required by ordinance and approved construction criteria, the Parties intend that this requirement will instead be satisfied by the Developer's design and construction of regional wastewater improvements, including design and construction of a lift station and force main, within offsite easements provided by the City, at no cost to the Developer, to serve not only the Development but several surrounding properties, as further specified in the terms of this Agreement; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater mains inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems;

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and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, the Offsite Water Improvements and the Offsite Wastewater Improvements (the "Public Infrastructure"); and

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow for the intended Development in a cost-effective and market-competitive manner without participation by the City; and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, to the extent 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 to the extent the Property is within the City, the Parties have the authority to enter into this Agreement pursuant to other applicable law; and

WHEREAS, the parties contemplate that Developer will prepare, circulate, execute and return a Petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code chapter 43, as set forth in Article VI, below.

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 I
GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

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City Assignee is defined in Section 9.2.

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 and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

End-Buyer is defined in Section 10.1.

Indemnified Party is defined in Section 4.2(a).

Moore Parcel is defined in the Recitals.

Offsite Wastewater Improvements is defined in Section 2.1(d) and described in **Exhibit H**.

Offsite Water Improvements is defined in Section 2.1(c) and described in **Exhibit G**.

Onsite Public Improvements is defined in the Recitals.

Open Space Improvements is defined in Section 4.1(c) and described in **Exhibit E**.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

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PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bonds means the assessment revenue bonds secured solely by PID assessments.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property is defined in the recitals and will be automatically amended to include the Moore Parcel upon the Developer's acquisition of the Moore Parcel.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements, the Offsite Water Improvements and the Offsite Wastewater Improvements.

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer and could vary from the estimated sizes reflected in **Exhibits G and H**, however, should the City's engineer determine oversizing is needed to serve property other than the Development and other than the oversizing described in Section 2.1(d) below, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract, in addition to the oversize contributions set forth in Section 2.1(d). The City's oversizing contribution described in Section 2.1(d) does not apply to any oversizing determined by the City's engineer pursuant to this Section 2.1(a).

(b) Louisiana Street and Celina Parkway. The City agrees that no perimeter roadway improvements are required to be escrowed, constructed or improved by Developer as part of the Development of the Property, except as specifically provided in this Agreement. After the levy of the first PID assessments, the Developer will dedicate, at no cost to the City, a 70-foot wide right-of-way within the Property for the future expansion of Louisiana Street in the general location shown on **Exhibit F**. In addition, if the Developer acquires the Moore Parcel and after the levy of the first PID assessments on the Moore Parcel, then the Developer will dedicate, at no cost to the City, a 60-foot wide right-of-way within the Moore Parcel for the future expansion of Celina

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Parkway in the general location shown on **Exhibit F**. Simultaneously with the levying of PID assessments on the final phase of the Development, the Developer shall escrow with the City an amount sufficient to construct two (2) lanes of Celina Parkway, or reimburse the City if construction is already completed, which escrow/reimbursement amount shall not exceed $500,000.00. The Developer will not be required to construct improvements to the Louisiana Street or Celina Parkway expansions. The dedications required herein shall be transferred at the time of final platting, or if construction is to start prior to recording a final plat of any portion of said rights-of-ways, then by separate instrument within ten (10) days of being requested by the City.

(c) Water Infrastructure. The City agrees that, other than Onsite Public Improvements, no water improvements are required to be escrowed, constructed or improved by Developer as part of the Development of the Property, except as specifically provided in this Agreement. The City will design and construct, at the City's sole cost and expense, the offsite waterline along Louisiana Street, as reflected in **Exhibit G**, (the "Offsite Water Improvements") no later than December 31, 2021.

(d) Wastewater Infrastructure. The City agrees that, other than Onsite Public Improvements, no wastewater improvements are required to be escrowed, constructed or improved as part of the Development of the Property, except as specifically provided in this Agreement. The Developer agrees to design and construct, either with the proceeds of PID Bonds or at the Developer's sole cost and expense, a lift station, force main and gravity lines sized solely to serve the Development, reflected as "by Developer" in **Exhibit H**, (the "Offsite Wastewater Improvements"). The City and the Developer agree to cooperate and work together, prior to design, in determining whether any oversizing of the Offsite Wastewater Improvements will be required by the City. The City shall acquire, at the City's sole cost and expense, all necessary offsite easements for the Offsite Wastewater Improvements. The Developer shall give the City at least 180 days written notice that the Developer will be proceeding with the construction of the Offsite Wastewater Improvements. The City has requested oversizing of the 16-inch force main, the 18-inch gravity main and lift station wet well with 4.8 MGD capacity reflected as "by City" in **Exhibit H** to serve other property and the City shall pay its proportionate share of the oversizing costs, not to exceed $3,500,000.00, on or before May 15, 2022, or if construction of the oversized Offsite Wastewater Improvements is not completed by Developer by May 15, 2022, then the City's payment shall be made once each calendar month on a percentage of completion basis until the City's acceptance of the Offsite Wastewater Improvements.

2.2 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.

(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. The

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timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. 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 the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. 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 of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the 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 applicable City Regulations.

2.3 Eminent Domain. The City will acquire, at its expense, any offsite easements or right-of-way required to construct any offsite Public Infrastructure required to serve full development of the Property.

2.4 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.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

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2.5 Onsite Rights-of-Way and Easements. The Developer will transfer to the City by final plat or separate instrument any onsite rights-of-way and onsite easements necessary for the Onsite Public Improvements. In addition, if the Developer acquires the Moore Parcel, then the Developer will dedicate, at no cost to the City, a 20-foot wide water and sewer easement within the Moore Parcel and adjacent to the Celina Parkway right-of-way, which easement will be within a future landscape buffer, in the general location shown on **Exhibit F**.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. 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. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the Development Standards attached as **Exhibit D**.

3.2 Replat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments.

3.3 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 date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a preliminary plat for any portion of the Property, Owner may claim vested rights as to the portion of the Property contained in the preliminary plat based upon ordinances in effect at the time of preliminary plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, Owner has requested and the Parties agree that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and

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gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

3.6 Amenity Center with Pool. Developer shall construct an amenity center with a swimming pool to be owned and operated by a property owners' association. The amenity center shall include those features described on **Exhibit E**. Completion of the amenity center by Developer shall be evidenced by a certificate of occupancy from the City. No building permits shall be issued for more than 450 residential lots until Developer has completed the amenity center.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) technology fees in an amount not to exceed $500 per residential dwelling unit; (iii) roadway capital fees of $3,000 per residential dwelling unit; (iv) water capital fees of $2,500 per residential dwelling unit; (v) wastewater capital fees of $2,500 per residential dwelling unit. Roadway, water, and wastewater capital fees shall each escalate by an additional $350 per residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and upon each succeeding five-year anniversary thereafter, until the term prescribed in Article V, or thereafter extended; however if within ten (10) years of the Effective Date PID assessments are levied for the first phase of the Development or if the City accepts the Public Infrastructure on the final plat for the first phase of the Development, then there will be no escalation after the second escalation. Notwithstanding the foregoing escalation terms, no residential roadway, water or wastewater capital fee charged by the City in connection with development of the Property shall exceed the roadway, water or wastewater capital fee charged uniformly to other residential developments located in the corporate limits of the City at the time such fees are collected. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Open Space. At least 15% of the Property shall be developed as open space. Within said open space, the Developer shall construct a walking trail system and amenities as generally depicted on **Exhibit E**, which improvements shall comply with the standards set forth in the City Regulations to the extent not specifically altered in **Exhibit E** ("Open Space Improvements").

(c) CCN Acquisition Costs. The Parties agree that the City will be the retail water and wastewater service provider to the Property. Prior to the City initiating water service to the Property, for any portion of the Property located in the water CCN of Marilee Special Utility

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District, the Developer shall (1) pay to the City the cost that will be owed by the City to Marilee Special Utility District pursuant to that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City, or (2) decertify the Property from Marilee's CCN, at the Developer's sole cost, so that the City may add the Property to a City CCN.

(d) Public Education Support. Owner requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) 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 INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (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 INFRASTRUCTURE 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.

(b) 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-

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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 LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 THE 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 EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT 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) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES 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

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IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. 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) NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION 4.3, WAIVES (AND DEVELOPER EXPRESSLY RESERVES) ANY RIGHT THE DEVELOPER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM THAT THE APPLICATION OF AMENDMENTS TO THE CITY REGULATIONS, ENACTED AFTER THE EFFECTIVE DATE, TO THE PROPERTY VIOLATES ANY STATE OR FEDERAL LAW, SO LONG AS SUCH CLAIM DOES NOT RELATE TO ANY EXPRESS OBLIGATION OF DEVELOPER SET FORTH IN THIS AGREEMENT.

(C) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of thirty (30) years after the Effective Date, except that **Exhibit D** and Section 3.4, plus all provisions of this Agreement related to **Exhibit D** and Section 3.4 shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, should the Developer close upon acquisition of the Moore Parcel prior to September 30, 2021, then conditioned upon the timely completion of that event, this Agreement will be automatically amended to expand the definition of the Property to include the Moore Parcel. Further, notwithstanding the foregoing, if the Owner fails to transfer the Property to the Developer on or before September 30, 2021, this Agreement shall be void ab initio.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 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 the Developer by the City that may contain additional acres (collectively, the "Petition Property"). The Developer 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. This Agreement constitutes the service plan agreement for providing City services to the Property. 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, the Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Prior to annexation of the Property, this Agreement shall be approved by the Parties and shall be considered a binding, and mutually agreed upon, contractual obligation between the City and the Developer. The Developer

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acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with the Developer and to create a PID. The City acknowledge and agrees creation of the PID and issuance of PID Bonds are a material inducement for the Developer to agree to this Section 6.1 and the Developer to agree to the obligations contained in this Agreement.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 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 and other applicable law. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with the 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. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to issue PID Bonds.

(a) A PID creation petition will be submitted by the Developer to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $75,000,000.00.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and the Developer will jointly determine the PID Project Costs (which shall not include City right-of-way acquisition costs) and prepare a Service and Assessment Plan

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for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Developer to secure its obligation to pay such deficit by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 Emergency Sirens. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID Bonds for any part of the Development, the Developer agrees to pay the City, simultaneously with the closing and funding of the second issuance of PID Bonds, a fee in the amount of $50,000 to be used by the City to purchase and install an emergency warning siren.

7.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the

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City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.4 PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

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

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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 by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

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(c) 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.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender,

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 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 of a lot within the Property, 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.

9.6 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.

ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 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. 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 on or after the Effective Date, 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, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of

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the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

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 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400 FAX: (972) 668-6414
To the Developer:	Attn: Van D. Nichols, President PILATUS INVESTMENTS, L.L.C. 1341 S Preston Road, Suite C Celina, Texas 75009 E-mail: vannichols@aol.com TEL: 214-533-7166
With a copy to:	Attn: Frank Abbott

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

Kimley-Horn and Associates, Inc.
6160 Warren, Suite 210
Frisco, TX 75034
E-mail: frank.abbott@kimley-horn.com
TEL: (972) 335-3580

With a copy to:

Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
TEL: (214) 328-1101

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.

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

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-1	Legal Description of the Property
Exhibit A-2	Depiction of the Property
Exhibit B-1	Legal Descriptions of the Moore Parcel
Exhibit B-2	Depiction of the Moore Parcel
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Trails and Open Space Exhibit
Exhibit F	Celina Parkway and Louisiana Street ROW
Exhibit G	Offsite Water Improvements
Exhibit H	Offsite Wastewater Improvements

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.

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

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 the 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]

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on February 9, 2021.

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 _____, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

DEVELOPER:

PILATUS INVESTMENTS, L.L.C.
a Texas limited liability company

By: Van D. Nichols
Name: VAN D. Nichols
Title: President

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on February 2nd, 2021, personally appeared Van D. Nichols, President of PILATUS INVESTMENTS, L.L.C., a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Carmen Elise Braddock
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
CARMEN ELISE BRADDOCK
Notary ID #129774485
My Commission Expires
April 4, 2022

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

EXHIBIT A-1
DESCRIPTION OF THE PROPERTY

BEING a tract of land situated in the German Emigration Co. Survey, Abstract No, 357, and the G. A. Wilson Survey, Abstract No. 1072, Collin County, Texas being a 153.177 Acre Tract to John T. Rasor as recorded in Volume 4327, Page 2386 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner, said iron rod being at the northeast corner of said German Emigration Survey, said iron rod also being in the centerline of Spur 483 (Business 289), said iron rod also being at the southeast corner of a 59.555 Acre tract as recorded in Volume 2199, Page 592, D,R,C,C,T,

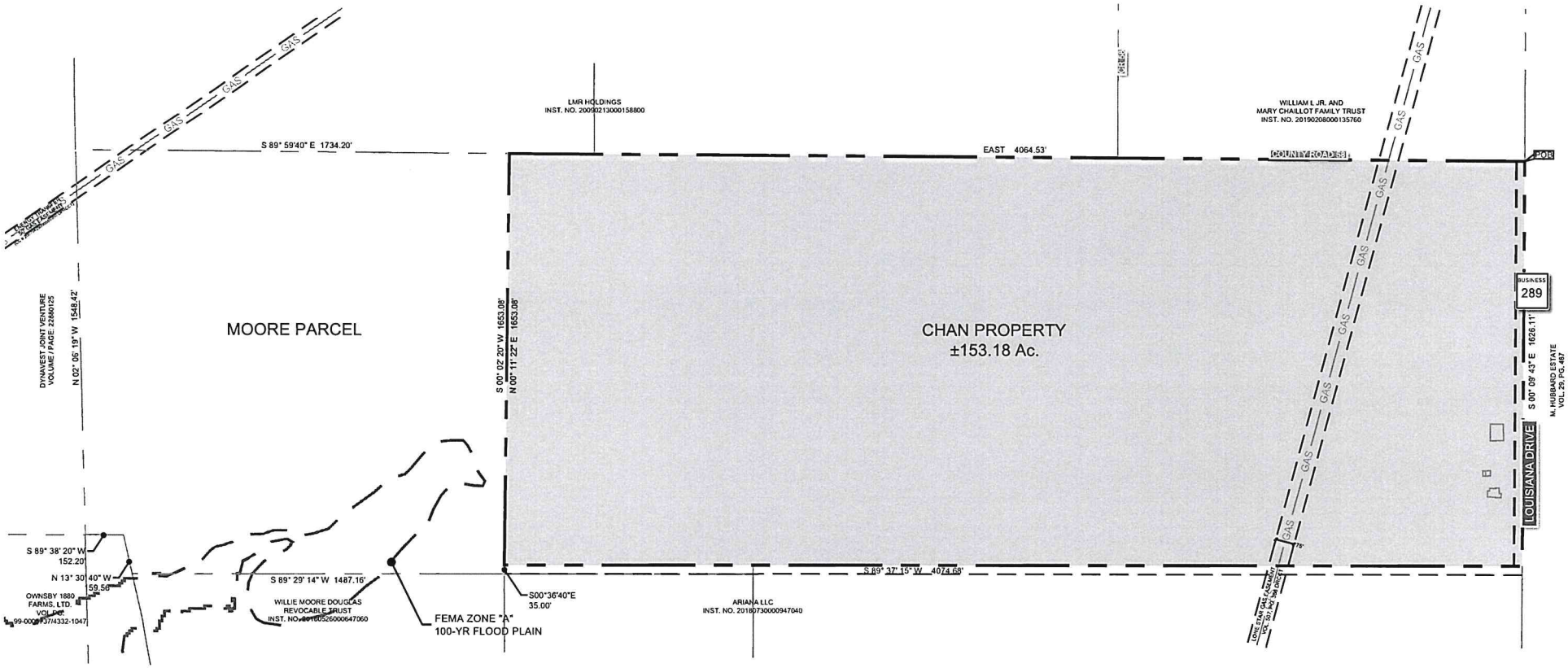
THENCE South 00 degrees 09 minutes 43 seconds East following the center line of said Spur 483 a distance of 1626.11 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 37 minutes 15 seconds West following the general course of a wire fence a distance of 4074.68 feet to a bolt found in the top of a 12 inch dia. wood fence corner post;

THENCE North 00 degrees 11 minutes 22 seconds East following the general course of a wire fence a distance of 1653.08 feet to a 1/4 inch iron rod found for corner;

THENCE DUE EAST the general course of a wire fence a distance of 4064.53 feet to the POINT OF BEGINNING and containing 6,672,397 square feet or 153.177 acres of land.

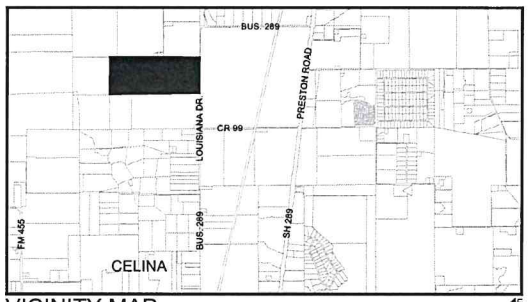
Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)



GRAPHIC SCALE IN FEET

0 300 600 1200

1"=600' @ 8.5x11



VICINITY MAP

EXHIBIT "A-2"

DEPICTION OF THE PROPERTY

Chan-Moore

A ±153.177 ACRE TRACT IN THE GERMAN EMIGRATION CO. SURVEY, ABSTRACT #357 & THE G.S. WILSON SURVEY ABSTRACT #1072 IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

APPLICANT:
Pilatus Investments, LLC
1341 S Preston Rd., STE C
Celina, TX 75009
Van Nichols
P 972-382-4004
E vannichols@aol.com

Connor Nichols
P 972-345-0344
E cjnichols10@gmail.com

OWNER:
Chi Chu Chan
4120 Hampshire
Plano, TX
P (214) 235-6662
E chi12@verizon.net

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P 972-335-3580
Contact: Frank Abbott, PE

January 2021

Kimley»Horn

Plotted By: Bussell, Allen Date: February 02, 2021 10:37:02am File Path: K:\FRI_Civil\063248100 - Chan-Moore\Cad\Exhibits\PlanSheets\Zoning\Exhibit A-2.dwg

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

EXHIBIT B-1
LEGAL DESCRIPTION OF THE MOORE PARCEL

BEING a 66.862 acre tract of land situated in the George A. Wilson Survey, Abstract No. 1072, and the MEP and PRR Co. Survey, Abstract No. 654, in Collin County, Texas, and being part of a 115.71 tract of land conveyed to Willie Douglas Moore, Trustee of the Willie Douglas Moore Revocable Trust and recorded in Collin County Clerk No. 20160526000647060 of the Official Public Records of Collin County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a Bolt found for corner in a fence post at the northwest corner of a 35' access easement as recorded in Collin County Document No. 94-0073233 and in Collin County Document No. 99-0002867 of the Official Public Records of Collin County, Texas and said Bolt being the southwest corner of a called 153.177 acre tract of land as conveyed to Chi Chu Chan, Tsun Huei Chan, and Paul Chan and recorded in Volume 5404, Page 5581 of the Deed Records of Collin County, Texas;

THENCE S 00°36'40" E a distance of 70.00' to a capped 1/2" iron rod stamped "4613" set for the southeast corner;

THENCE S 89°29'14" W across the called 115.71 acre tract of land a distance of 1479.14' to a capped 1/2" iron rod stamped "4613" set for corner in the east line of a called 174.64 acre tract of land as conveyed to Ownsby 1880 Farms, LTD. and recorded in Volume 4332, Page 1047 of the Deed records of Collin County Texas;

THENCE N 13°30'40" W a distance of 195.48' to a capped 1/2" iron rod stamped "4613" set for corner;

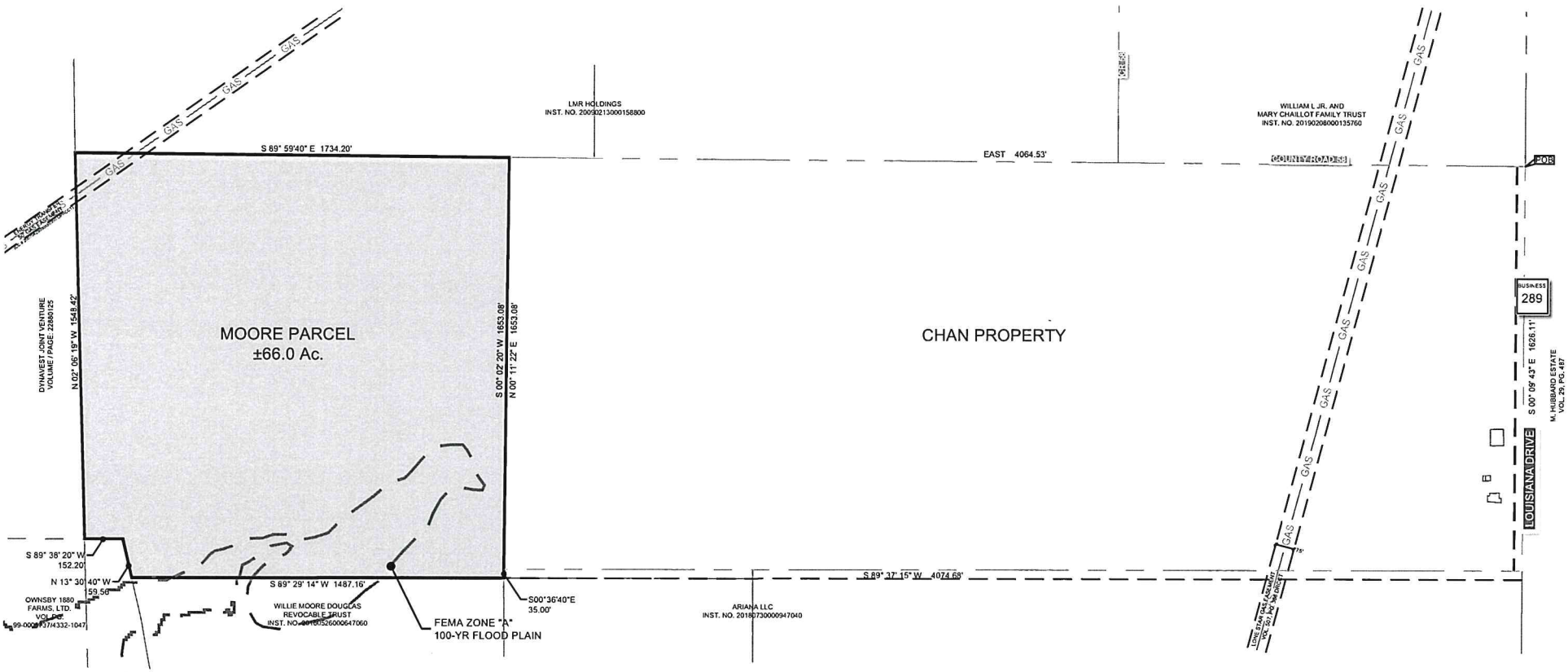
THENCE S 89°38'20" W a distance of 152.20' to a 1" Pipe found for the southeast corner of a called 161.190 acre tract of land as conveyed to Dynavest Joint Venture in Volume 288, Page 125 of the Deed Records of Collin County, Texas;

THENCE N 02°06'19" W a distance of 1548.42' to a capped 1/2" iron rod stamped "4613" set for the southwest corner of a called 155.26 acre tract of land as conveyed to LMR Holdings, LTD and recorded in Collin County Clerk No. 20090213000158800 of Official Public Records of Collin County, Texas;

THENCE S 89°59'40" E a distance of 1734.20' to a capped 1/2" iron rod stamped "4613" set for the northwest corner of the called 153.177 acre tract of land;

THENCE S 00°02'20" W a distance of 1688.08' to the POINT OF BEGINNING and containing 2,912,529 Square Feet or 66.862 acres of land.

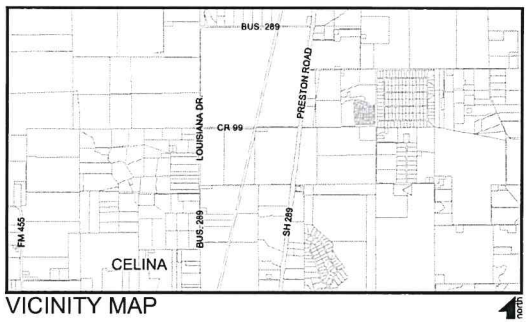
Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)



GRAPHIC SCALE IN FEET

0 300 600 1200

1"=600' @ 8.5x11



VICINITY MAP

EXHIBIT "B-2"

DEPICTION OF THE MOORE PARCEL

Chan-Moore

A ±66.0 ACRE TRACT IN THE GEORGE A. WILSON SURVEY & M.E.P. & P. RR. COMPANY SURVEY, ABSTRACT NO. 654 IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

APPLICANT:
Pilatus Investments, LLC
1341 S Preston Rd., STE C
Celina, TX 75009
Van Nichols
P 972-382-4004
E vannichols@aol.com

Connor Nichols
P 972-345-0344
E cjnichols10@gmail.com

OWNER:
Moore Willie Douglas Revocable Trust
4107 Newton Ave. Apt. 5
Dallas, TX 75219-3030
Willie Douglas Moore Trustee

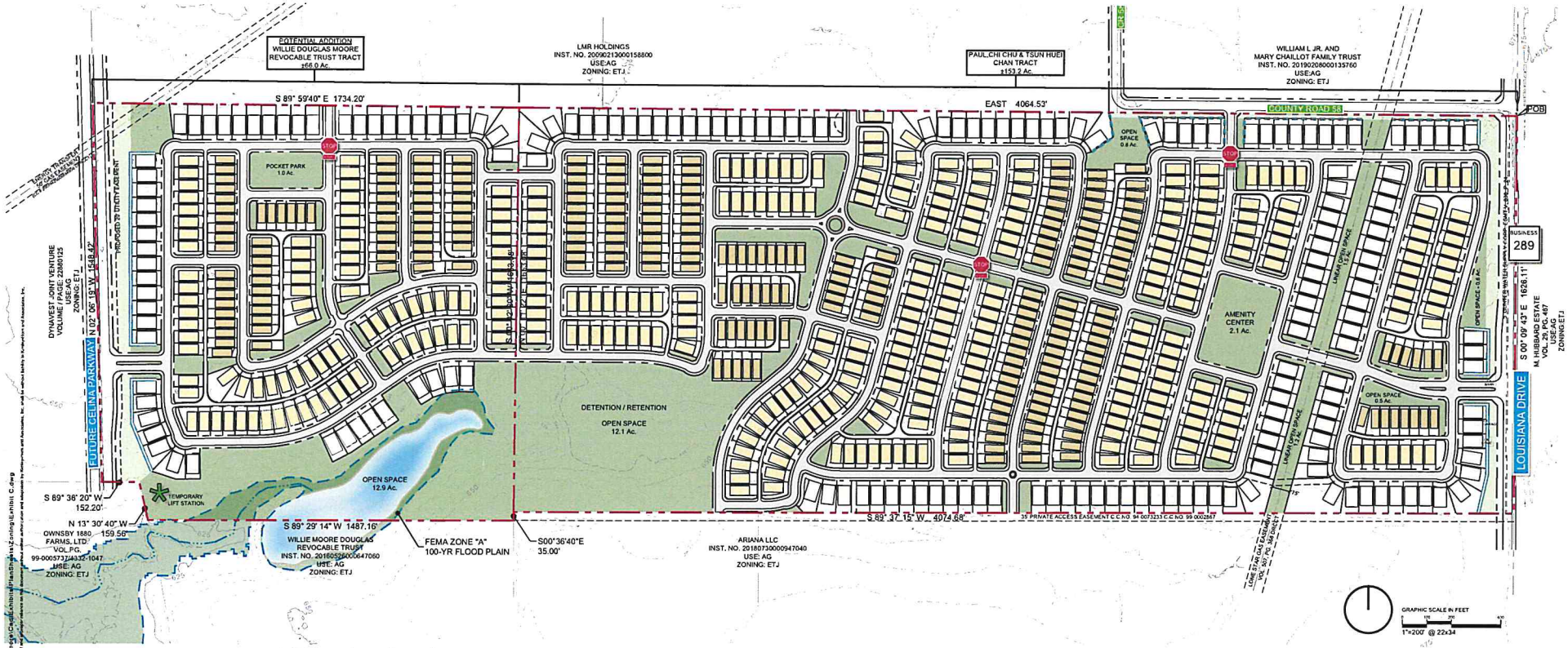
ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P 972-335-3580
Contact: Frank Abbott, PE

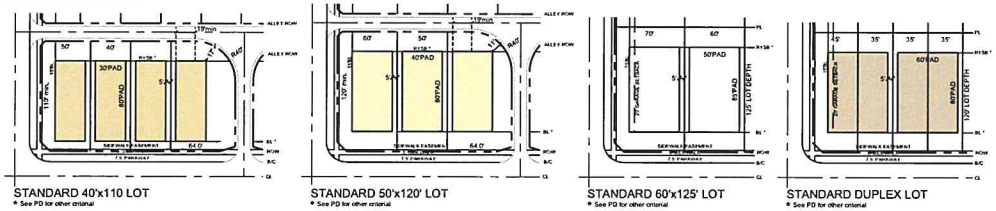
January 2021

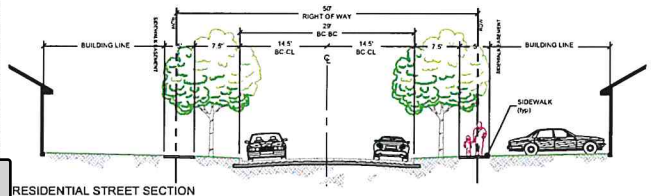
Kimley»Horn

Plotted By: Bussell, Allen Date: February 02, 2021 10:33:04am File Path: K:\FRI_Civil\063248100 - Chan-Moore\Cad\Exhibits\PlanSheets\Zoning\Exhibit B-2.dwg

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)







RESIDENTIAL STREET SECTION

Chan Land Use Acreage Summary*

Perimeter Thoroughfares Rights of Way	2.8
Open Space	24.7
Residential Lots / Residential Rights of Way	125.7
Total	153.2

Open Space Acreage Summary*

Open Space	24.7
Area (Net of Right of Way)	150.4
Total Percent Open Space	16.4%

Lot Type Summary*

40'	188	31.6%
50'	269	45.2%
60'	138	23.2%
Total	595	

Density Summary (Units per Acre)*

Gross	3.9

Potential Addition Land Use Acreage Summary*

Perimeter Thoroughfares Rights of Way	2.3
Open Space	16.6
Residential Lots / Residential Rights of Way	47.2
Total	66.0

Open Space Acreage Summary*

Open Space	16.6
Area (Net of Right of Way)	63.7
Total Percent Open Space	26.0%

Lot Type Summary*

40'	71	33.6%
50'	89	42.2%
60'	51	24.2%
Total	211	

Density Summary (Units per Acre)*

Gross	3.2

*Acreage, Open Space, Lot Type and Density Summaries are for information only and may adjust at the time of platting based on criteria set forth in Exhibit D of the Developer Agreement.

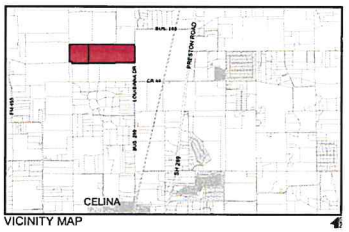
Note:
If there is a conflict between Exhibit C and Exhibit D, then Exhibit D controls.

LEGEND

6' MASONRY WALL

8' BOARD ON BOARD WOOD FENCE
(by Home Builders)

Note
1) Location of lot types, size and configuration of lots is subject to change at the time of platting, subject to the Development Standards in the Development Agreement.
2) The thoroughfare alignments shown on this exhibit are for illustration purposes and do not set the alignment, which will be determined at the time of final plat. The acreages of thoroughfares noted herein is preliminary and subject to change.
3) All information related to the amenity center and open space on this exhibit is illustrative only. See Exhibit E - Open Space and Trails for information related to open space.
4) This property is affected by FEMA Flood Plain Zone A and X per FEMA Panel 48085C0110J, Effective 6/2/2009



VICINITY MAP

EXHIBIT "C" - CONCEPT PLAN

Chan-Moore

A 153.177 ACRE TRACT IN THE GERMAN EMIGRATION CO. SURVEY, ABSTRACT #357 & THE G.S. WILSON SURVEY ABSTRACT #1072 IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

January 2021

APPLICANT:
Pilatus Investments, LLC
3341 S Preston Rd., STE C
Celina, TX 75009
Van Nichols
P 972-382-4064
E vannichols@aol.com

Connor Nichols
P 972-345-0144
E cjnichols10@gmail.com

OWNER:
Chi Chu Chan
4120 Hampshire
Plano, TX
P (214) 235-6662
E chi12@verizon.net

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration
No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P 972-335-3580
Contact: Frank Abbott, PE
Kimley»Horn

M. Allen Date: January 28, 2021 06:40:22am File Path: K:\FRI_Civil\053249100 - Chan-Moore\Cad\Exhibits\PlanSheets\Zoning\Exhibit C.dwg

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

All development within the Property shall meet the standards of the SFR, Single Family Residential Detached District as established in the City of Celina Zoning Ordinance, as amended from time to time (the "Zoning Ordinance"), with the exceptions noted herein. The City's building material regulations in the zoning ordinance as it existed on August 1, 2019 (not "as amended") shall apply.

The Development Standards noted herein will hold precedence over any conflicting regulations created by the Zoning Ordinance.

(a) ***Supplemental Permitted Lot Sizes***. In addition to the lot sizes allowed under the base district, the following lot sizes are allowed by right:

Minimum 60' x 120' single family detached residential lots

Minimum 50' x 115' single family detached residential lots

Minimum 40' x 110' single family detached residential lots

Minimum 35' x 120' duplex lots (attached product)

(b) ***Supplemental Development Standards (In addition to the regulations in the base district):***

1. Side Yards: minimum 5' side yards for center loaded lots and/or alternate minimum 10'/0' zero lot option (except duplex lots - minimum 5'/0')
2. Lot Width: Minimum lot widths will be calculated at the building line
3. Front/Rear Yard:
   a. Front/rear yards for 60' minimum lot sizes shall total at least 40'.
   b. Front/rear yards for 50' minimum lot sizes and/or attached residential product lots (regardless of lot size) shall total at least 35'.
   c. Front/rear yards for 40' minimum lot sizes shall total at least 30'.
   d. Minimum setbacks of 15' for either front or rear yards shall apply.
4. Percentage of Lot Sizes:
   a. Minimum of 20% of the lots to be 60 feet in width or greater, measured at the earlier of (i) the time the last final plat of the Property is approved, or (ii) the time that such lots must be included on a final plat to ensure the total lot mix can be achieved on the Property with the number of unplatted acres remaining.
   b. Maximum of 55% of the lots to be 40 feet in width or less, measured at the earlier of (i) the time the last final plat of the Property is approved, or (ii) the time that such lots must be included on a final plat to ensure the total lot mix can be achieved on the Property with the number of unplatted acres remaining.

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

c. Maximum of 35% of the lots to be attached residential product (35 feet minimum lot width), measured at the earlier of (i) the time the last final plat of the Property is approved, or (ii) the time that such lots must be included on a final plat to ensure the total lot mix can be achieved on the Property with the number of unplatted acres remaining.

d. See Item 5 below for alternate lot size options.

5. Alternate Lot Size Options. The Development may contain front-loaded 55' x 120' lots if (a) 20% or more of the lots are 60 feet in width or greater, and (b) 20% or more of the lots are rear-loaded and 40 feet in width or greater, measured at the earlier of (i) the time the last final plat of the Property is approved, or (ii) the time that such lots must be included on a final plat to ensure the total lot mix can be achieved on the Property with the number of unplatted acres remaining.

6. Lot Restrictions: With the exception of model home lots, no single family attached lots (duplexes) can be east of the existing Atmos gas line that bisects the Chan Tract. There shall be no single family attached lots (duplexes) within 300 feet of the existing eastern right-of-way line of the proposed Celina Parkway thoroughfare which is along the Moore Tract western property line. The "duplex lots" described in the ***Supplemental Permitted Lot Sizes***, paragraph (a) above, are required to be served by rear alleys.

7. Minimum Floor Area: 1500 square feet

8. Garage Placement:

i.) Front facades & front-facing garage placement – one-story homes. The face of garage doors shall not extend beyond the front façade of any residential structure unless one or both of the following conditions apply; and in that case, the face of the garage door may extend up to a maximum of eight (8) feet beyond the front façade:

a. A front porch spanning a minimum of fifty percent (50%) of the width of the front façade is provided; or

b. A bay window is provided on the longest wall face of the front façade.

ii.) Front facades & front-facing garage placement – two story homes. The face of garage doors may extend beyond the front façade of any residential structure up to a maximum of eight (8) feet beyond the front façade.

iii.) Front facades & J-swing garage placement. When the doors of garages are designed to be perpendicular to the street access (as in J-swing garages), the entire garage may extend in front of the main front façade of the residential structure.

iv.) Side facades & J-swing garages. J-swing garages shall have a minimum of twenty (20) feet from the door face of the garage to the side property line for maneuvering and tandem parking.

v.) Rear-facing & alley-served garages. Rear-facing and alley-served garages shall have a minimum of twenty (20) feet from the door face of the garage to the edge of the alley pavement line for maneuvering and tandem parking.

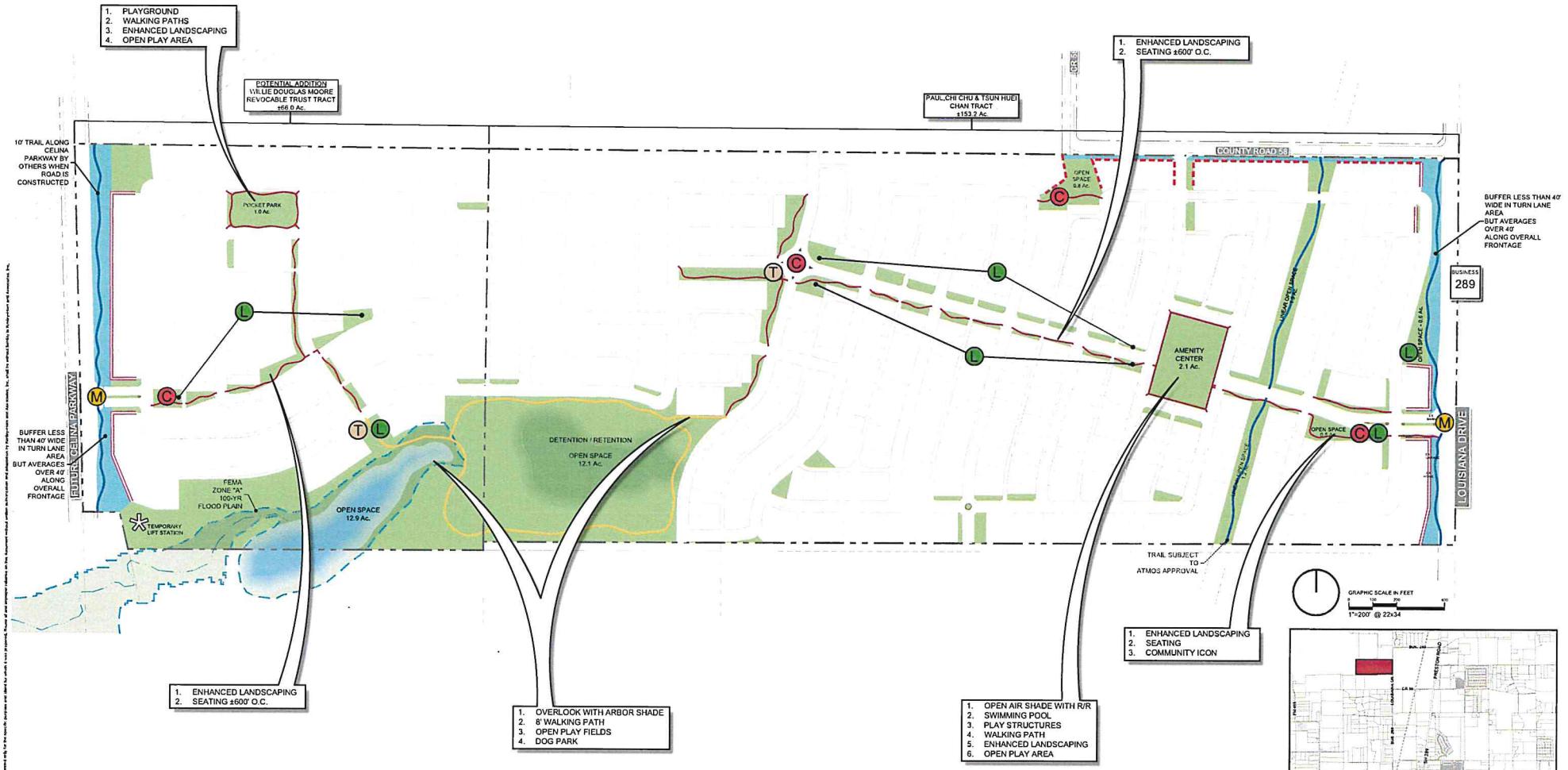
Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)

(c) ***Concept Plan:*** Development shall be in general conformance with the Concept Plan attached as **Exhibit C**. Revisions to **Exhibit C** are subject to the approval of the Director of Development Services at the time of approval of the preliminary plat and shall not constitute a rezoning application. Revisions to lot sizes shown on the Concept Plan shall be approved by the Director of Development Services as long as they meet the criteria noted in Section (b)4 (Percentage of Lot Sizes). Revisions to street layouts, as well as open space size and configuration, shall be approved by the Director of Development Services as long as they meet all applicable City Regulations, as modified by this Agreement.

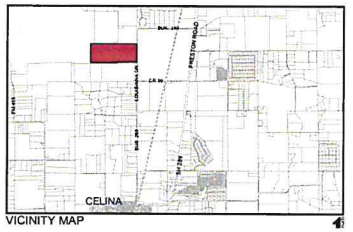
(d) ***Open Space:*** The overall open space shall not be less than 15% of the gross area of the Property, measured at the time the last final plat of the Property is approved. The required program elements/amenities shall be as noted on **Exhibit E**. Changes to program elements and locations noted in **Exhibit E** are subject to approval by the Director of Development Services at the time of approval of the preliminary plat and shall not constitute a rezoning application. Open fencing is required on residential lot lines siding or backing to open spaces unless otherwise noted on **Exhibit E** or approved by the Director of Development Services at the time of approval of the preliminary plat. One minimum 3-inch caliper tree is required in the back yard of residential lots the rear of which is adjacent to the existing Atmos Gas easement.

(e) ***Landscape Setbacks:*** The required landscape setbacks adjacent to major thoroughfares shall average a minimum of 40' in width and be as generally depicted in the landscape buffers shown on **Exhibit E**. The total area of the setback shall be no less than the linear frontage along the thoroughfare times 40' in width except as shown on **Exhibit E**. There shall be a minimum landscape setback (buffer) of 15' along County Road 58. Screening shall be as generally depicted on **Exhibit E**.

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)



Note
1) Location of lot types, size and configuration of lots is subject to change at the time of platting, subject to the Development Standards in the Development Agreement.
2) The thoroughfare alignments shown on this exhibit are for illustration purposes and do not set the alignment, which will be determined at the time of final plat. The acreages of thoroughfares noted herein is preliminary and subject to change.
3) Required trails, sidewalks and paths shall be concrete.
4) This property is affected by FEMA Flood Plain Zone A and X per FEMA Panel 48085C0110J, Effective 6/2/2009
5) In conformance with Exhibit D of the Developer Agreement the overall open space shall not be less than 15% of the gross area of the Property, measured at thetime the last final plat of the property is approved.
6) open fencing is required on lots siding or backing to open space unless otherwise noted on exhibit "d" or approved by the director of development services at the time of approval of the preliminary plat.
7) in addition to the code minimum landscape required for the development, enhanced landscape improvements shall included seating spaced at ±600 linear feet on center, sidewalks and trails as indicated on "exhibit e - trail and open space exhibit", and 5% of the total area comprising of shrubs, groundcover, and/or ornamental grasses.



VICINITY MAP

EXHIBIT "E"
TRAILS & OPEN SPACE EXHIBIT

Chan-Moore

A 153.177 ACRE TRACT IN THE GERMAN EMIGRATION CO. SURVEY, ABSTRACT #357 & THE G.S. WILSON SURVEY ABSTRACT #1072 IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

January 2021

APPLICANT:
Pilatus Investments, LLC
1341 S Preston Rd., STE C
Celina, TX 75009
Van Nichols
P 972-382-4004
E vannichols@aol.com

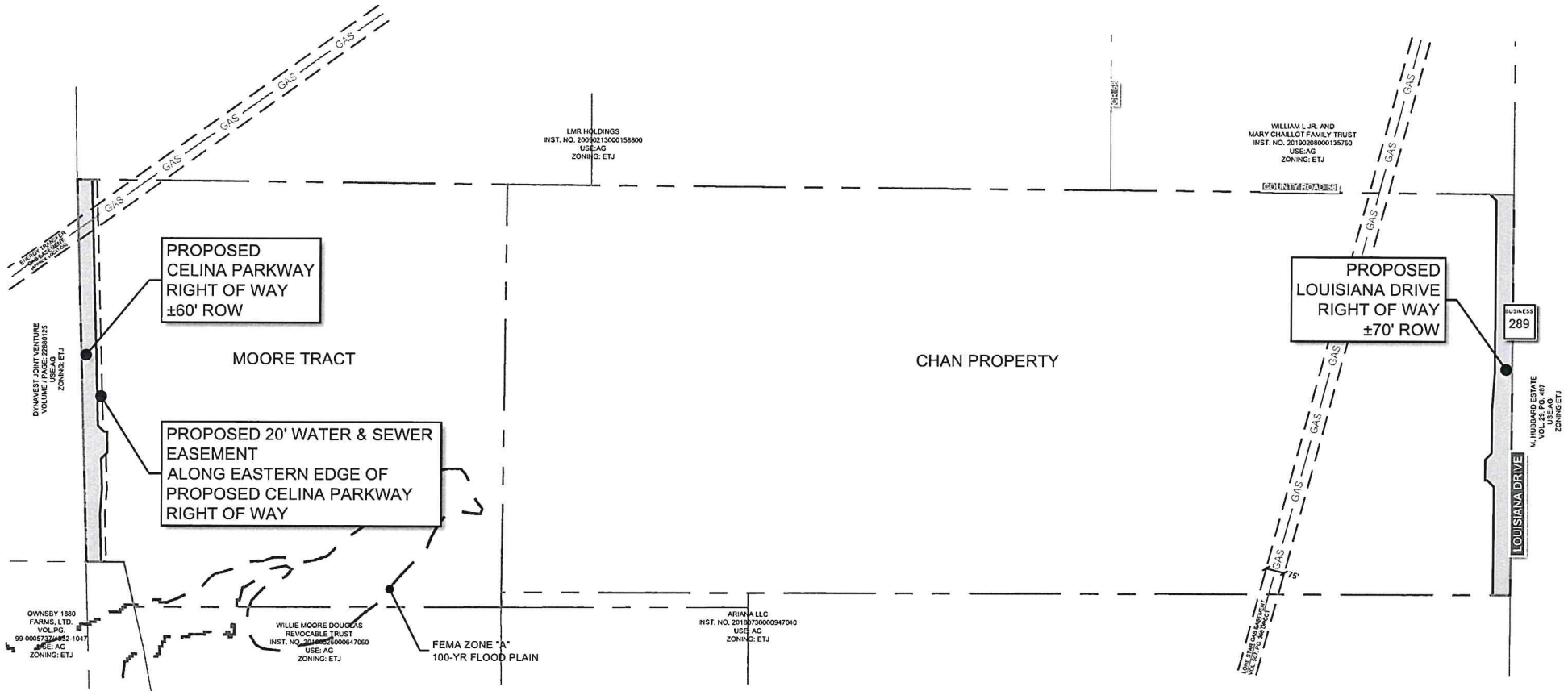
Connor Nichols
P 972-345-0344
E cjnicholt10@gmail.com

OWNER:
Chi Chu Chan
4120 Hampshire
Plano, TX
P (214) 235-6662
E chi12@verizon.net

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P 972-335-3580
Contact: Frank Abbott, PE
Kimley»Horn

Date: February 02, 2021 10:48:48am File Path: K:\FRI_Civil\063248100 - Chan-Moore\Cad\Exhibits\Plats\Sheets\Zoning\Exhibit E.dwg
Plotted By: Hall, Allen
The concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

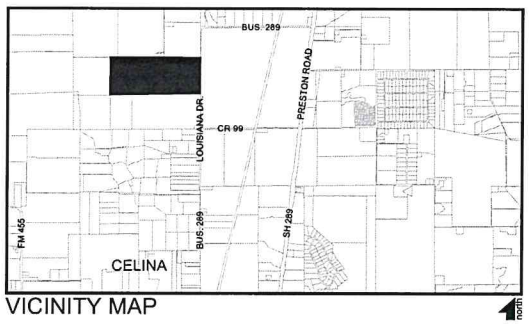
Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)



GRAPHIC SCALE IN FEET

0 300 600 1200

1"=600' @ 8.5x11



VICINITY MAP

EXHIBIT "F"

CELINA PARKWAY & LOUISIANA ST. ROW

Chan-Moore

APPLICANT:
Pilatus Investments, LLC
1341 S Preston Rd., STE C
Celina, TX 75009
Van Nichols
P 972-382-4004
E vannichols@aol.com

Connor Nichols
P 972-345-0344
E cjnichols10@gmail.com

OWNER:
Chi Chu Chan
4120 Hampshire
Plano, TX
P (214) 235-6662
E chi12@verizon.net

Moore Willie Douglas
Revocable Trust
4107 Newton Ave. Apt. 5
Dallas, TX 75219-3030
Willie Douglas Moore Trustee

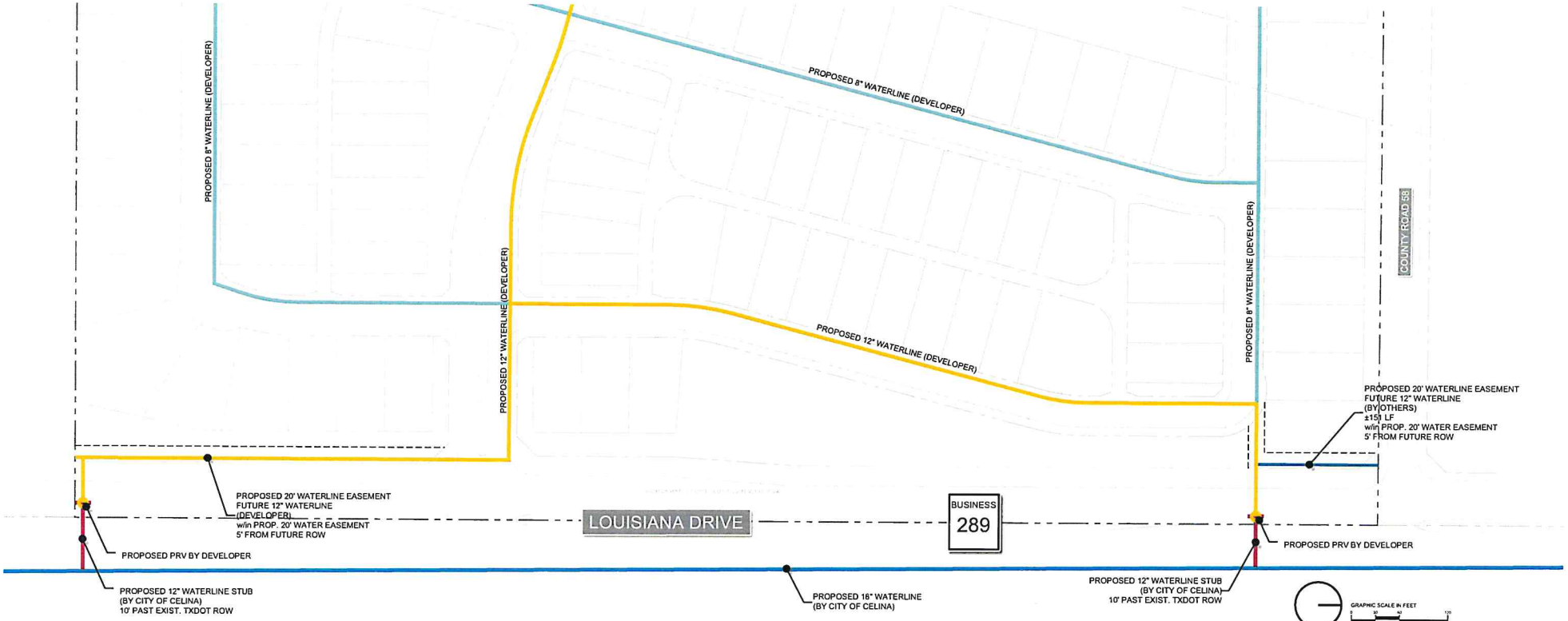
ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No.
F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P 972-335-3580
Contact: Frank Abbott, PE

January 2021

Kimley»Horn

Plotted By: Bussell, Allen Date: January 28, 2021 07:27:15am File Path: K:\FRI_Civil\063248100 - Chan-Moore\Cad\Exhibits\PlanSheets\Zoning\Exhibit F.dwg

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)



GRAPHIC SCALE IN FEET
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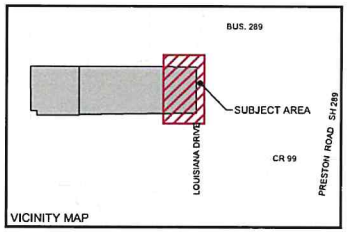


VICINITY MAP

EXHIBIT "G"
OFFSITE WATERLINE IMPROVEMENTS

Chan-Moore

January 2021

LEGEND

- 16" WATERLINE BY CITY OF CELINA
- 12" WATERLINE BY CITY OF CELINA
- 12" WATERLINE BY DEVELOPER
- 12" WATERLINE BY OTHERS
- 6" WATERLINE BY DEVELOPER

Note:
Onsite waterline alignments may change at time of platting based on actual street alignments.

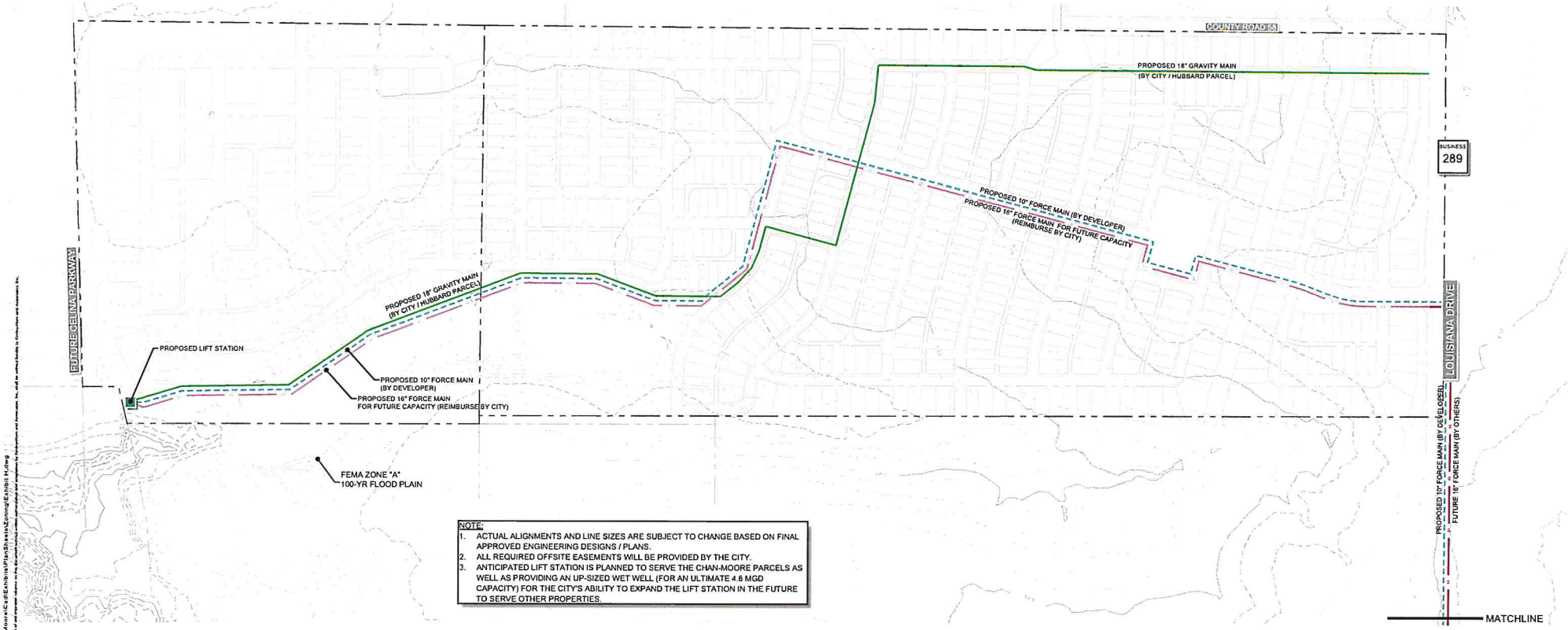
APPLICANT:
Pilatus Investments, LLC
1341 S Preston Rd., STE C
Celina, TX 75009
Van Nichols
P 972-382-4004
E vannichols@aol.com

Connor Nichols
P 972-345-0344
E cjnichols10@gmail.com

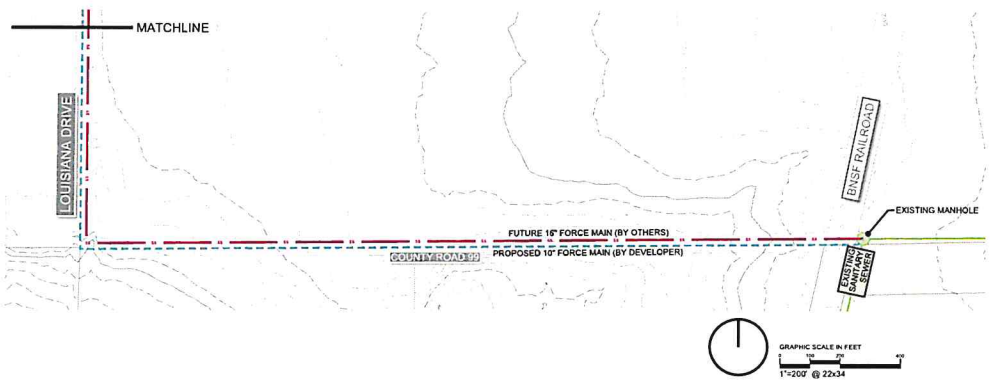
OWNER:
Chi Chu Chan
4120 Hampshire
Plano, TX
P (214) 235-6662
E chi12@verizon.net

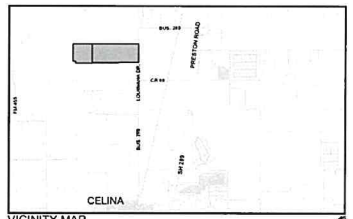
ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration
No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P 972-335-3580
Contact: Frank Abbott, PE

Attachment: Draft Development Agreement (Chan-Moore -Development Agreement)



NOTE:
1. ACTUAL ALIGNMENTS AND LINE SIZES ARE SUBJECT TO CHANGE BASED ON FINAL APPROVED ENGINEERING DESIGNS / PLANS.
2. ALL REQUIRED OFFSITE EASEMENTS WILL BE PROVIDED BY THE CITY.
3. ANTICIPATED LIFT STATION IS PLANNED TO SERVE THE CHAN-MOORE PARCELS AS WELL AS PROVIDING AN UP-SIZED WET WELL (FOR AN ULTIMATE 4.8 MGD CAPACITY) FOR THE CITY'S ABILITY TO EXPAND THE LIFT STATION IN THE FUTURE TO SERVE OTHER PROPERTIES.





VICINITY MAP

EXHIBIT "H"
OFFSITE WASTEWATER IMPROVEMENTS

Chan-Moore

January 2021

APPLICANT:
Pilatus Investments, LLC
1341 S Preston Rd., STE C
Celina, TX 75009
Van Nichols
P 972-382-4004
E vannichols@aol.com

Conner Nichols
P 972-345-0344
E cjnichols10@gmail.com

OWNER:
Chi Chu Chan
4120 Hampshire
Plano, TX
P (214) 235-6662
E chi12@verizon.net

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration
No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P 972-335-3580
Contact: Frank Abbott, PE
Kimley»Horn

M. Allen Date: January 28, 2021 08:19:08am File Path: K:\FRI_Civil\093246100 - Chan-Moore\Cad\Exhibits\PlanSheets\ZoningExhibit H.dwg
The contents and drawings presented herein, or an attachment if present, are intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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:	February 9, 2021
Re:	Robinson - Development Agreement

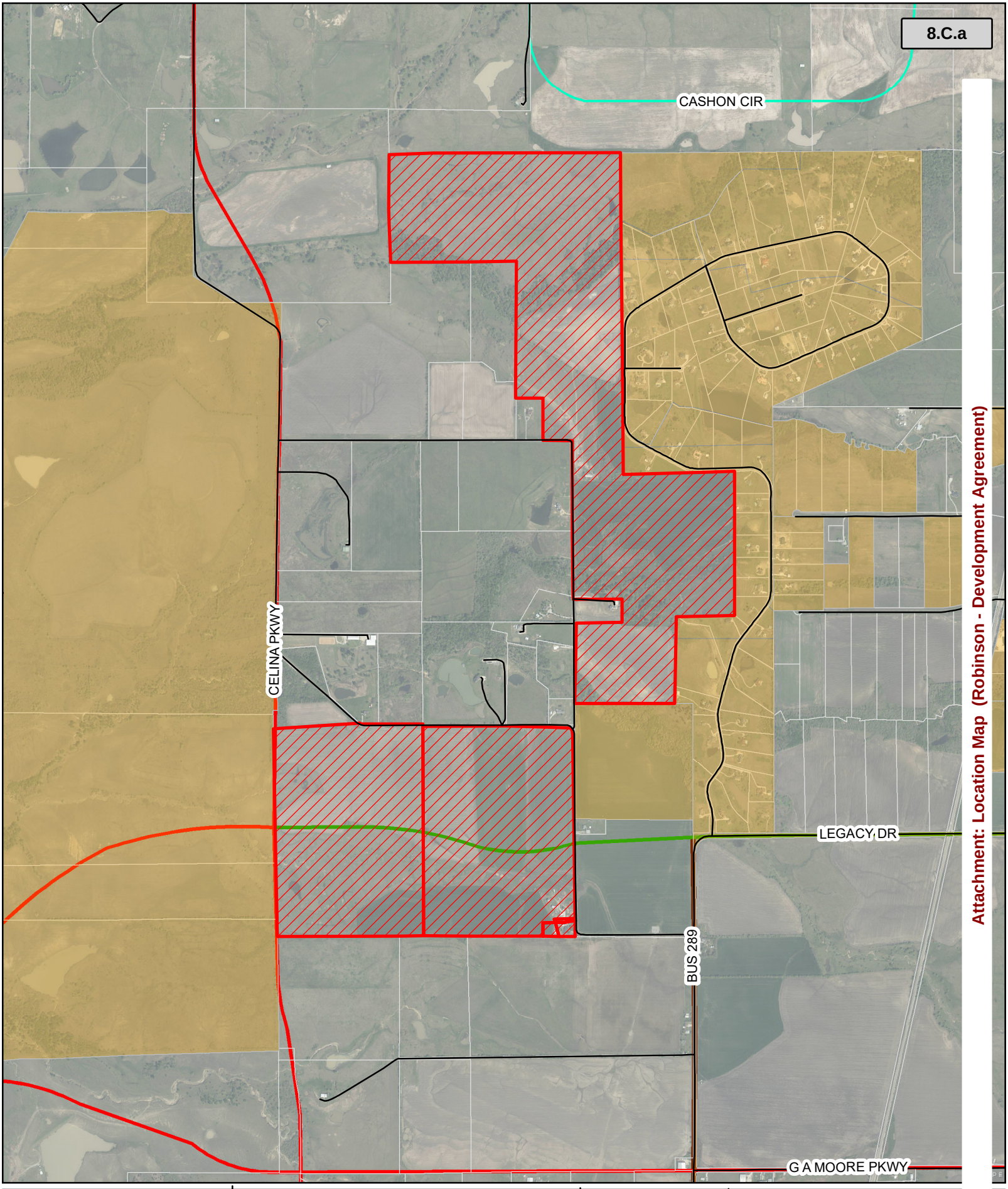
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon a Development Agreement on approximately 620 acres, generally located east of Celina Parkway and approximately 3,275 feet north of G A Moore Parkway. (Robinson - Development Agreement) (McAfee)

Applicant:
LMR Holdings, LTD.
10401 County Road 58
Celina, TX 75009

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Robinson - Development Agreement)

CELINA TEXAS EST. 1876
Life Connected.

Robinson - DA Location Map

Date: 12/31/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels

N
W E
S

0 Feet

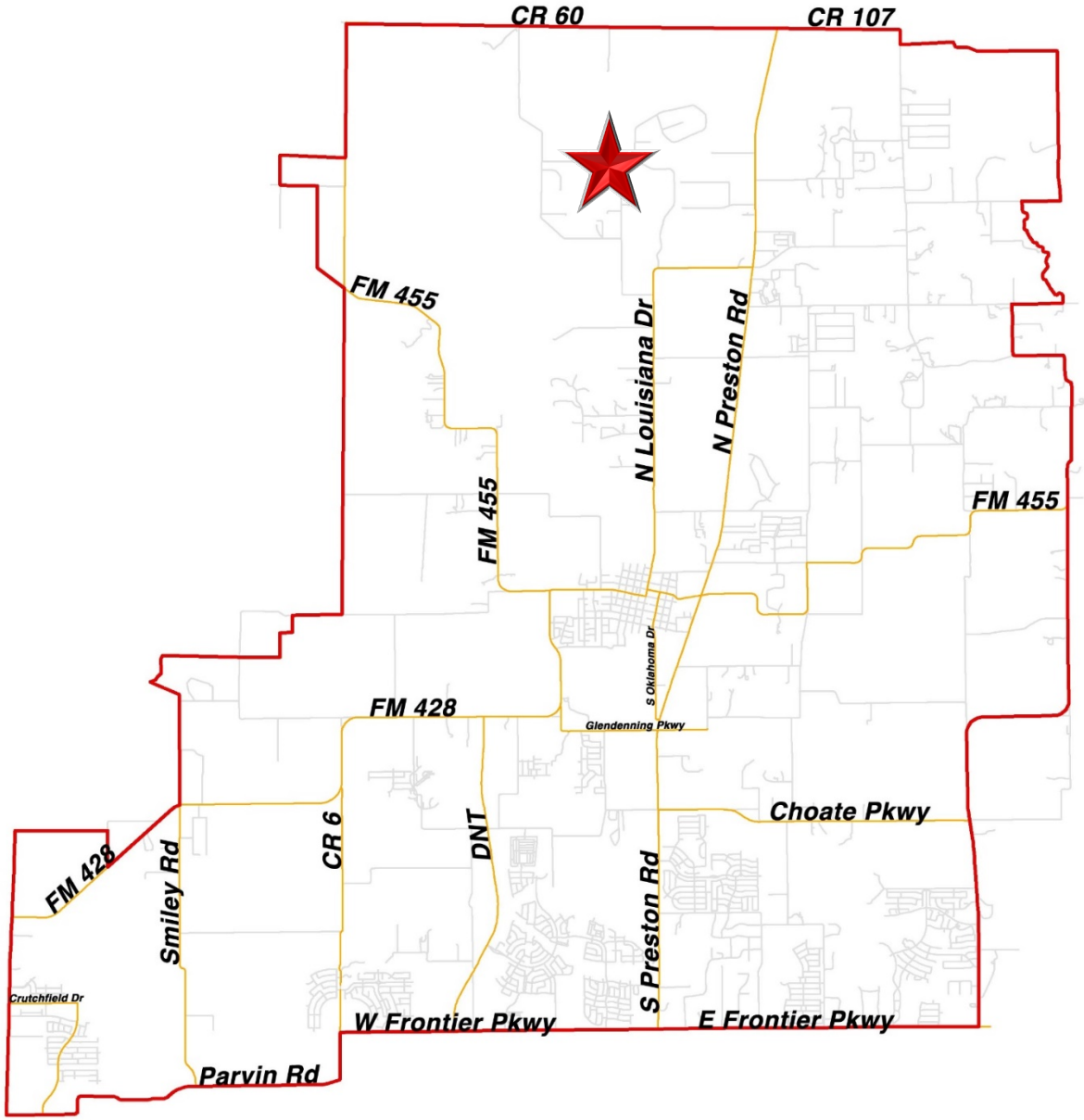
Robinson

Development Agreement

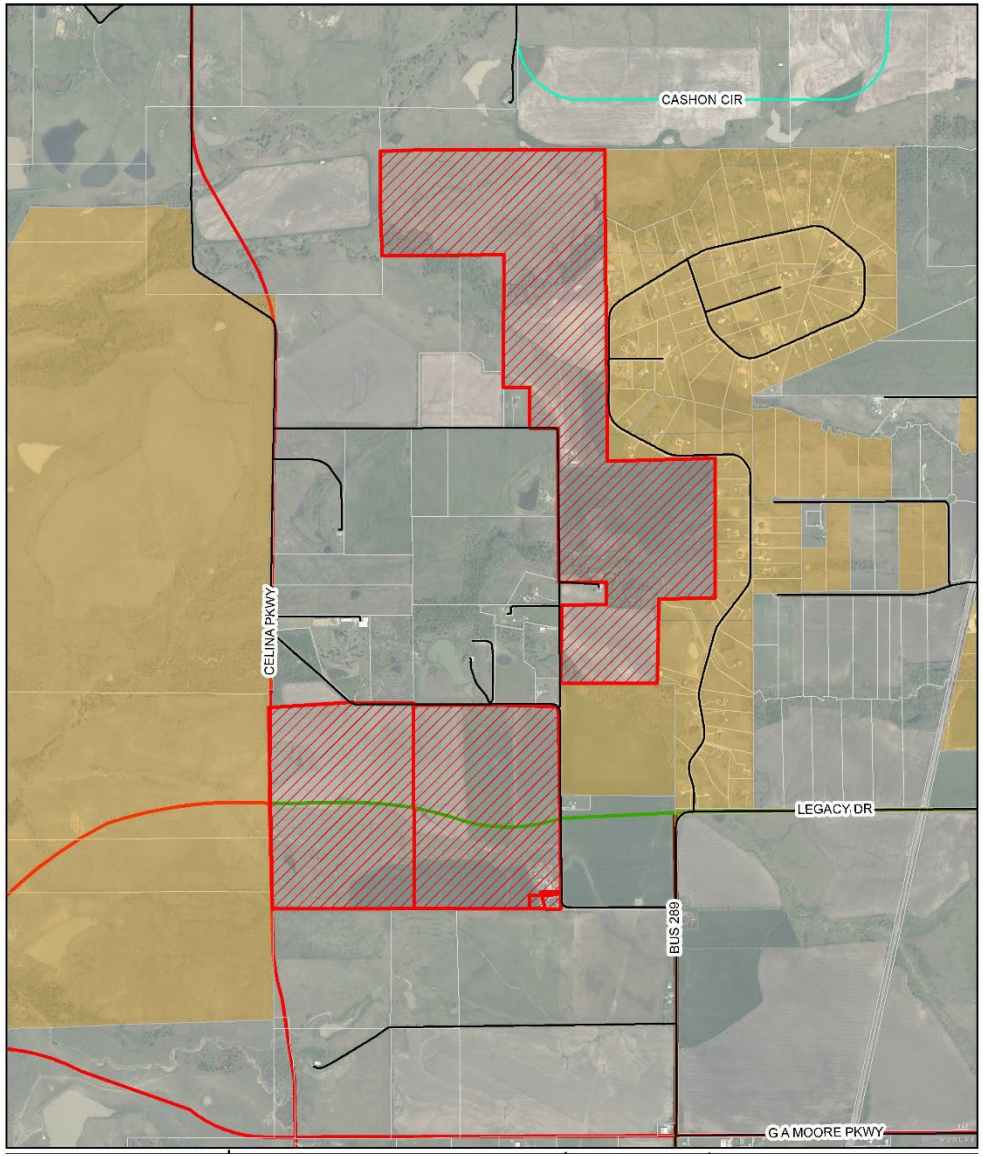
City Council

February 9, 2021

Attachment: Staff Presentation (Robinson - Development Agreement)



Attachment: Staff Presentation (Robinson - Development Agreement)



Location Map

The subject property is generally located between future Celina Parkway and North Preston Lakes neighborhood

Attachment: Staff Presentation (Robinson - Development Agreement)

Background

- The subject property is approximately 620 acres and located in the Extraterritorial Jurisdiction (ETJ)
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City

Attachment: Staff Presentation (Robinson - Development Agreement)

Project Overview

- The Development Agreement proposes immediate annexation and zoning for the 620 acres, which is currently undeveloped land
- The agreement contemplates a master planned community, with commercial, mixed-use, and residential districts
- The development agreement also requires right-of-way dedication from the property owner either at time of development, or when the City requests for the ROW

Attachment: Staff Presentation (Robinson - Development Agreement)

Land Use Overview

- The southern tracts, along Legacy Drive between B-289 and future Celina Parkway, are to be zoned MU district (supported by the MTP)
- The northern tract would be zoned SF-R
- Home sites adjacent to the North Preston Lakes subdivision to be a minimum ½ acre lots
- Up to 10 acres of commercial on the northern tract allowed by right, with the location to be determined at time of development, but not permitted within 400’ of the North Preston Lakes subdivision

Attachment: Staff Presentation (Robinson - Development Agreement)

Policy Considerations

- The DA brings an additional 620 acres into the City Limits
- City standards apply
- The proposed land uses are appropriate for their respective location
- ROW clauses are favorable to the City's thoroughfare plan

Attachment: Staff Presentation (Robinson - Development Agreement)

P&Z Public Hearing

- Two individuals spoke at the public hearing, asking why the DA did not include a detailed layout and for more consideration for the lot sizes adjacent to the Preston Lakes subdivision
- The applicant and staff discussed with the Commission how State law today requires for properties to be negotiated into City limits, as opposed to the historic approach where cities could unilaterally annex and assign zoning

Attachment: Staff Presentation (Robinson - Development Agreement)

Recommendation

- The Planning & Zoning Commission recommended approval of the zoning request at its January 19th regular meeting with a 5-1 vote
- The dissenting vote preferred home sites adjacent to the North Preston Lakes subdivision to be larger than ½ acre lots
- Staff recommends approval as presented

Attachment: Staff Presentation (Robinson - Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between LMR Holdings, LTD, a Texas limited liability partnership (the "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 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, the Owner owns four tracts of land: one tract ("Parcel") being 339.75± acres, and three tracts which Owner desires to consolidate into a contiguous parcel ("Consolidated Parcel"), being 277.711± acres of land located in the City's extraterritorial jurisdiction ("ETJ"), as more particularly described in **Exhibit A** and as depicted in **Exhibit B** (the "Properties"); and

WHEREAS, the Owner intends to develop the Properties as a master planned residential and commercial development, consisting of residential, mixed use, and residential districts (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Properties; and

WHEREAS, the Parties intend for the Properties to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements except as otherwise provided herein; and

WHEREAS, the Parties intend that the Properties will be developed in accordance with the development standards as set forth in this Agreement and in those certain proposed development standards (the "Development Standards"), attached hereto as **Exhibit C**; and

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

WHEREAS, this Agreement is to be recorded in the Real Property Records of the county in which the Properties are located; and

Attachment: Development Agreement (Robinson - Development Agreement)

WHEREAS, the City holds or will hold the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Properties and the Parties intend for the City to provide retail water and wastewater service to the Properties; and

WHEREAS, the City has determined that full development of the Properties as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"); and

WHEREAS, within sixty (60 days) of receipt of a petition requesting a public improvement district from the Owner, the City will hold a public hearing and create a Public Improvement District consisting of the Properties (the "PID") for the purpose of financing Public Infrastructure that confer a special benefit on the Properties; and

WHEREAS, the City supports the Development and will consider plats of all or a portion of the Properties in general accordance with the applicable City Regulations and this Agreement; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Properties are within the City's extraterritorial jurisdiction (the "ETJ"), the Parties have the authority to enter into this Agreement pursuant to Section 43.016 and Section 212.171 *et seq* of the Texas Local Government Code and other applicable law.

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

2.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

2.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Attachment: Development Agreement (Robinson - Development Agreement)

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCNs mean certificates of convenience and necessity.

Claims is defined in Section 4.2(a).

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

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 and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Consolidated Parcel is defined in the Recitals.

Development is defined in the Recitals.

Development Standards means the development standards for the Properties, which are set forth on **Exhibit C**.

Effective Date is defined in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.3.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Initial Issuance is defined in Section 7.2.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1(a).

Parcel is defined in the Recitals.

Parties means the Owner and the City.

Party means the Owner or the City.

Attachment: Development Agreement (Robinson - Development Agreement)

Petition Property is defined in Section 6.1.

PID means the Public Improvement District consisting of the Properties.

PID Act means Chapter 372 of the Texas Local Government Code, as amended.

PID Bond Fee is defined in Section 7.2.

PID Bonds is defined in Section 7.2.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Properties means the real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Properties.

Term is defined in Article V.

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Owner in compliance with the City Regulations. 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. To the extent easements or rights-of-way necessary for Public Infrastructure are needed within the Properties, they shall be dedicated by Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City. The size of the Public Infrastructure shall be as finally determined by the City's engineer and could vary from estimated sizes.

2.2 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 Properties, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

Attachment: Development Agreement (Robinson - Development Agreement)

(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.

(c) No Release. The City's inspections shall not release the 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 related to development of the Properties.

(d) City Owned. 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 of plats, permits, plans designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Owner pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the 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 Owner or the 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 Owner related to the Properties shall meet the requirements of the City Regulations.

2.3 Eminent Domain. The Owner 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 Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, 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. Unless otherwise set forth in this Agreement to the contrary, including, without limitation, Section 7.2(a) below, the Owner 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, if requested in writing by the City, 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 Owner 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 Owner deposits addition Eminent

Attachment: Development Agreement (Robinson - Development Agreement)

Domain Fees with the City. Any unused escrow funds will be refunded to the Owner 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.

2.4 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 Properties.

(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.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

2.5 On-Site Rights-of-Way and Easements. Owner will transfer to the City any on-site rights-of-way and on-site easements necessary for Public Improvements at the time of adjacent development, or within one hundred twenty (120) days of the City requesting same for a City project.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards. Development of the Properties shall be subject to the City Regulations and uniform engineering design standards, as amended, except to the extent that the Development Standards vary from those terms, then the Development Standards shall control.

3.2 Approval of Plats/Plans/Re-plat. Approval of plats, permits, plans designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Owner pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the 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 Owner or the 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

Attachment: Development Agreement (Robinson - Development Agreement)

only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Properties shall meet the requirements of the City Regulations. The Owner may submit a replat for all or any portion of the Properties.

3.3 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 Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

3.4 Building Codes, Fire Codes and Building Materials. *Owner has requested and the Parties agree that the Development Standards, as applicable, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Properties for forty-five (45) years, and voluntarily agrees to burden the Properties with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. This Section shall survive after termination of this Agreement.*

3.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control unless otherwise stated herein.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees. The Properties and Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Properties that are charged pursuant to the City Regulations, including but not limited to the City's Impact Fee Ordinance, as amended.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER 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 OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC

Attachment: Development Agreement (Robinson - Development Agreement)

INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE 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. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER 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 OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER 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 OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

4.3 **THE 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/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY MONETARY OR LAND USE DEFAULTS UNDER THIS AGREEMENT:

(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 PROPERTIES, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

Attachment: Development Agreement (Robinson - Development Agreement)

(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) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTIES PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES AND ACKNOWLEDGES THAT: (A) ANY PROPERTIES WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE 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 PROPERTIES ON THE CITY'S INFRASTRUCTURE. THE 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 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date ("Term"), except that **Exhibit C** and Section 3.4, plus all provisions of this Agreement related to **Exhibit C** and Section 3.4 shall have a term of forty-five (45) years. The Parties may extend the Term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within ten (10) days of being requested to the so by the City, Owner agrees to (a) submit a voluntary annexation petition for the Property, or portion thereof, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres not owned by Owner (collectively, the "Petition Property"). Owner acknowledges that the City offered Owner an agreement as required by Section 43.016, Texas

Attachment: Development Agreement (Robinson - Development Agreement)

Local Government Code. The Parties agree and acknowledge that this Agreement is the written services agreement required by Section 43.0672, Texas Local Government Code. 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. 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, Owner shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so, even if the Term has expired. This annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Owner. Owner acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Owner. The City is not required to complete the annexation process prior to the end of the Term and this Section 6.1 shall survive termination.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that 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 and other applicable law. The City shall consider zoning the Property consistent with the applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent the City Regulations, including but not limited to zoning, from being enforced against an end-buyer.

ARTICLE VII
INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Properties. As soon as reasonably practicable following a request by Owner, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to issue PID Bonds.

(a) The Owner is entitled to submit a PID creation petition to the City after the Property has been annexed and before the end of the Term.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law, one or more of the following: (i) annual payments by the City to the Owner of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties.

Attachment: Development Agreement (Robinson - Development Agreement)

(c) The Public Infrastructure to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Infrastructure confer a special benefit on the Properties (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and the Owner will jointly determine the PID Project Costs (which shall not include City right-of-way acquisition costs) and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Properties.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt

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service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other Owners or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Owner, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Owner, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Owner from lawfully available and otherwise unencumbered funds.

7.4 PID Notices. When selling any of the Properties, Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Properties; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, such Owner shall require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Properties.

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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 by Owner to Successor Owners.

(a) Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Properties or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days

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after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within 15 days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance

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shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Properties and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Properties shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Properties until all defaults under this Agreement with respect to the acquired portion of the Properties have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 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 of a lot within the Properties, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Properties shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 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.

ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Properties. 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 Properties. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Properties; 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

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with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Properties or a loan secured by all or a portion of the Properties, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

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
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

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With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP 512 W. Hickory St., Ste. 100 Denton, TX 76201 Email: lvanzant@hbwvlaw.com
To the Owner:	Attn: Stephen L. Robinson LMR Holdings, LTD. 10401 County Road 58 Celina, TX 75009 Email: stever@gcecisp.com
With a copy to:	Attn: Rob Daake, P.E. Coats Rose, P.C. 14755 Preston Road, Ste 600 Dallas, TX 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 Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on

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behalf of the 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	Legal Description of the Properties
Exhibit B	Depiction of the Properties
Exhibit C	Development Standards

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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 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]

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EXECUTED by the City and Owner 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 _____, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

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OWNER: LMR HOLDINGS, LTD.

By: _____
Name: Stephen L. Robinson
Title: Director
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2021, by Stephen L. Robinson, Director of LMR Management, L.L.C. as General Partner of LMR Holdings, LTD., on behalf of said entities.

_____
Notary Public in and for the State of TEXAS

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EXHIBIT A
DESCRIPTION OF THE PROPERTIES

Parcel - 339.75± Total Acres			
Collin CAD ID No.	Prop Owner	Legal Description	Acreage
2663830	LMR Holdings LTD	Abs A0140 Gabriel Chenoweth Survey, Sheet 1, Tract 7	339.75± acres

Consolidated Parcel - 277.711± Total Acres			
Collin CAD ID No.	Prop Owner	Legal Description	Acreage
991369	LMR Holdings LTD	Abs A0140 Gabriel Chenoweth Survey, Sheet 2, Tract 2	139.71± acres
2652403	LMR Holdings LTD	Abs A0140 Gabriel Chenoweth Survey, Sheet 2, Tract 13	0.27± acres
2652404	LMR Holdings LTD	Abs A0140 Gabriel Chenoweth Survey, Sheet 2, Tract 29	137.731± acres

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Collin CAD ID No. 2663830 being a 339.75-acre portion;

Collin CAD ID No. 991369 being a 139.71-acre portion; and

Collin CAD ID No. 2652404 being a 137.73-acre portion of the following:

278.29 acres situated in the County of Collin, State of Texas, being part of the GABRIEL CHENOWETH SURVEY, ABSTRACT NO. 140, being part of a 139.50 acre tract of land described in document of record in Volume 1055, Page 519, of the Deed Records of Collin County, Texas, **AND** a 155.26 acre tract of land described in document in Volume 431, Page 317, of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

A. **139.50 acres** as shown in document of record in Volume 1055, Page 519, of the Deed Records of Collin County, Texas, described as follows:

TRACT ONE:

Situated in Collin County, Texas, and being in the GABRIEL CHENOWETH SURVEY, to-wit; being part of a 100 acre tract, formerly set apart in partition to Bessie Emerson:

BEGINNING at a Northwest corner of said 100 acre tract, a stake;

THENCE South, 17.84 chains, a stake;

THENCE East, 21.02 chains, a stake;

THENCE North, with the West line of Lot #4, set apart to Charles A. Emerson in the partition of the Estate of Bessie Emerson, deceased, 17.84 chains to the Northwest corner thereof, a stake in the North line of said 100 acre tract;

THENCE West, with said line 21.02 chains to the place of beginning and **containing 37.5 acres** of land, more or less, and being Lot #5 set apart to John Emerson in the partition of the Estate of Bessie Emerson, deceased, a certified copy of said partition being recorded in Book 196, Pages 216-220, Collin County Deed Records, to which reference is hereby made.

TRACT TWO:

Situated in Collin County, Texas and being in the GABRIEL CHENOWETH SURVEY, and being a part of the 366.65 acres of land conveyed to Mrs. Emma Emerson, deceased, in partition deed;

BEGINNING at the Northwest corner of said 366.25 acre tract, a stake;

THENCE East 33.61 chains to the Northwest corner of said tract of land set apart to Charles A. Emerson, a stake;

THENCE South, with the West line of said tract of land set apart to Charles A. Emerson, 30.35 chains, a stake;

THENCE West, 33.61 chains to a stake in the West line of said 366.65 acre tract;

THENCE North 30.35 chains to the place of beginning and **containing 102 acres** of land, more or less.

Being the same land set apart to Fred Emerson in partition of the Estate of Sarah Emerson, deceased.

AND

B. **155.26 acres** as shown in document of record in Volume 431, Page 317, of the Deed Records of Collin County, Texas, described as follows:

Situated in Collin County, Texas, and being in the GABRIEL CHENOWETH SURVEY, and being described as follows, to-wit:

BEGINNING at the Southwest corner of the said 318.8 acre tract at a stake at a fence corner, said stake being at the Southwest corner of the Gabriel Chenoweth Survey;

THENCE North 1 deg. West, 47.77 chains with a fence line to an inner corner of 100 acres of land described in a Deed from John B. Hill, et ux, to Hill Metz, dated September 27, 1938, recorded in Volume 321, Page 202, Collin County, Deed Records;

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THENCE East 1 chain to a stake in ditch;
THENCE North 1 3/4 deg. West, 7.29 chains to a stake in the middle of public road, at road turn;
THENCE North 1/4 deg. East, 5.47 chains to a stake in the middle of a public road at road turn;
THENCE South 48 1/4 deg. East, 24.06 chains with said road, to a stake at road turn;
THENCE North 89 3/4 deg. East, 13.09 chains with said road to a stake in the East boundary line of the said 318.8 acre tract;
THENCE South 3/4 deg. East, 44.41 chains to the Southeast corner of said 318.8 acre tract;
THENCE South 89 3/4 deg. West, 31.57 chains to the place of beginning and **containing 155.26 acres** of land.

LESS AND EXCEPT 15.05 ACRES OF LAND being recorded in Volume 372, Page 327, of the Deed Records of Collin County, Texas

Situated in the County of Collin, State of Texas, being part of the GABRIEL CHENOWETH SURVEY, Abstract No. 140, and being out of the Northwest corner of the 155.26 acres described in Deed from Mary E. Landrum, et al, to Lewis Robinson, et ux, dated April 25, 1946, recorded in Volume 366, Page 431, Collin County Deed Records:

BEGINNING North 1 deg. West, 43.63 chains from the Southwest corner of the said 155.26 acre tract;
THENCE North 1 deg. West, 4.14 chains with fence line to an inner corner of 100 acres of land described in Deed from John B. Hill, et ux, to Hill Metz, dated September 27, 1938, recorded in Volume 321, Page 202, Collin County Deed Records;
THENCE East, 1 chain to a stake in ditch;
THENCE North, 1 3/4 deg. West, 7.29 chains to a stake in fence;
THENCE North 1/4 deg. East, 5.47 chains to a stake in the middle of a public road at road turn;
THENCE South 48 1/4 deg. East, 23.50 chains with said road to a stake;
THENCE South 86 1/4 deg. West, 18.30 chains to the place of beginning and **containing 15.05 acres of land.**

LESS AND EXCEPT 1.42 ACRES OF LAND being described as follows, to-wit:

Situated in the County of Collin, State of Texas, being a part of the GABRIEL CHENOWETH SURVEY, Abstract No. 140, being a part of a 100 acre tract of land described first in Deed from Jennie C. Wallace, and Annabel Jordan to Russell Lewis Robinson, dated January 20, 1977, recorded in Volume 2199, Page 18, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a set 1/2 inch rebar for the Southeast corner of said 100 acre tract, the Southwest a corner of a 60.555 acre tract of land conveyed by William Lewis Chaillot, Jr., et ux, to Houn' House North Kennels, Inc., by Deed dated August 13, 1985, recorded in Volume 2199, Page 8, Deed Records, Collin County, Texas, on the Southerly South line of said Chenoweth Survey, the Northerly North line of the German Emigration Co. Survey, Abstract No. 357, the North line of a 153.177 acre tract of land conveyed by Keith Phillips, and Cheryl V. Phillips to John T. Rasor, and John Taylor Rasor, Trustee by Deed dated January 7, 1999, recorded in Volume 4327, Page 2386, Deed Records, Collin County, Texas;

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THENCE West, with the general line of a fence, the South line of said 100 acre tract, the Southerly South line of said Chenoweth Survey, the Northerly North line of said German Emigration Survey, the North line of said Phillips 153.177 acre tract, a distance of 221.66 ft. to the Southwest corner of the herein described tract, at the base of an 8 inch wood post, from which a found 3/8 inch rebar in concrete bears North 16 deg. 22 min. 02 sec. West, a distance of 1.36 ft.;

THENCE North 16 deg. 22 min. 02 sec. West, at a distance of 1.36 ft. passing said found 3/8 inch rebar in concrete, and continuing for a total distance of 244.16 ft. to a set 1/2 capped rebar stamped "SARTIN-3694";

THENCE North 86 deg. 41 min. 34 sec. East, a distance of 163.56 ft. to a set 1/2 inch capped rebar stamped "SARTIN-3694";

THENCE North 89 deg. 58 min. 00 sec. East, at a distance of 109.84 ft. passing a set 1/2 inch capped rebar stamped "SARTIN-3694" on the West side of County Road No. 58 (CR 58) and continuing for a total distance of 126.73 ft. to a set spike nail in the center of said CR 58, and on the East line of said 100 acre tract, the West line of said 60.555 acre tract;

THENCE South 00 deg. 06 min. 20 sec. East, with the center of said CR 58 the East line of said 100 acre tract, the West line of said 60.555 acre tract, leaving said CR 58 at a turn to the East, and continuing for a total distance of 243.78 ft. to the place of beginning and **containing 1.42 acres of land**, more or less.

LEAVING A TOTAL OF 278.29 ACRES OF LAND BEING HEREIN CONVEYED

Attachment: Development Agreement (Robinson - Development Agreement)

344.75 acres situated in the County of Collin, State of Texas, being part of the GABRIEL CHENOWETH SURVEY, ABSTRAACT NO. 140, being part of a 147.00 acre tract of land, **AND** a 197.75 acre tract of land, located near County Road 59, Celina, Collin County, Texas, **less a 5.000 acre tract of land, leaving a total of 344.75 acres of land**, and being more particularly described by metes and bounds as follows, to-wit:

A. Situated in the County of Collin, State of Texas, about 16 miles Northwest from McKinney, and being a part of the GABRIEL CHENOWETH SURVEY ABSTRACT NO. 140, and a part of the 329 16/100 acre tract of land in said survey, conveyed by Margaret Robinson to J.G. Robinson, by Deed dated March 8, 1879, and recorded in Volume 8, Pages 366 & 367, of Collin County Deed Records;

BEGINNING at the Southeast corner of said 329 16/100 acre tract of land, a stake;
THENCE North with the East line of said tract 31 chains and 60 links, a stake;
THENCE West 31 chains and 65 links to a stake in the West line of said 329 16/100 acre tract;
THENCE South 31 chains and 60 links to the Southwest corner thereof a rock;
THENCE East 31 chains and 65 links to the place of beginning and **containing 100 acres of land**, more or less.

AND

Situated in the County of Collin, State of Texas, on the waters of Little Elm, about 20 miles Northwest from McKinney, Texas, and being part of a 2/3 League made in the name of Gabriel Chenowith:

Parcel A:

BEGINNING at the Northeast corner of J. Thomas Robinson's 100 acre tract, a stake in the center of road;
THENCE North with the center of road, 12 chains and 73 links, a stake in the center of road;
THENCE West, with center of road, 31 chains and 65 links, a stake in road;
THENCE South with line between the lands of J. G. Robinson and J. E. Robinson, 12 chains and 73 links, a stake in said line;
THENCE East, 31 chains and 65 links, to the place of beginning and **containing 40 acres of land**, more or less.

Parcel B:

BEGINNING at the Northeast corner of said First Tract;
THENCE North 16 chains and 45 links, a stake;
THENCE in a Westerly direction, 7 chains and 92 links, a stake;
THENCE South, 8 chains and 50 links, a stake;
THENCE in a Southeasterly direction, 3 chains and 14 links, a stake;
THENCE South, 7 chains and 56 links, a stake in center of road;
THENCE East, 5 chains and 36 links to the place of beginning and **containing 10 acres of land, more or less.**

LESS AND EXCEPT a 3 acre tract of land conveyed by Russell Lewis Robinson to Tommy Lee Robinson by Deed recorded in Volume 981, at Page 221, of the Deed Records of Collin County, Texas.

AND

B. **197.75 acres** situated in the County of Collin, State of Texas, and being 202.75 acres of land in the GABRIEL CHENOWETH SURVEY, to-wit:

Attachment: Development Agreement (Robinson - Development Agreement)

BEGINNING at the Northwest corner of the Thomas H. Emerson 742 3/4 acre tract, the same being the Northwest corner of the Gabriel Chenoweth Survey, a stake;

THENCE South, 22.27 chains to the most Western Southwest corner of said 742 3/4 acre tract, a stake;

THENCE East, 22.88 chains to an inner corner of said tract;

THENCE South, 36.78 chains to another Southwest corner thereof;

THENCE East, 14.17 chains to another inner corner of said tract;

THENCE South 7.15 chains to the Northwest corner of 366.65 acres of land conveyed to Mrs. Emma Emerson, a stake;

THENCE East, with the North line of said tract, 10.46 chains, a stake;

THENCE North, 66.80 chains to a stake in the North boundary line of Gabriel Chenoweth Survey;

THENCE West, with said line, 47.51 chains to the place of beginning and **containing 202.75 acres of land**, more or less.

LESS AND EXCEPT 5.00 ACRES OF LAND

All that certain tract or parcel of land lying and being situated in the GABRIEL CHENOWETH SURVEY, ABSTRACT NO.140, in Collin County, Texas, and being a part of the (called) 202.75 acre tract conveyed by Lee B. Newson, et ux, to Russell Lewis Robinson, et al, on the 15th day June, 1977, by Deed recorded in Volume 1055, Page 516, of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron pin found in the middle of County Road 59, a public dirt road, at a middle Southwest corner of said 202.75 acres Robinson tract, said point being at the Southeast corner of a (called) 38.197 acre tract conveyed to John Clay Francis and wife, Gail Francis, on the 23rd day of September, 1983, by Deed recorded in Volume 1754, Page *23, of the Deed Records of Collin County, Texas, said point-of-beginning also being on the North line of a (called) 0.472 acre tract conveyed to Curtis W. McAnally and Kristina S. McAnally, on the 4th day of February, 2000, by Deed Recorded in Volume 4588, Page 2718, of said Deed Records, from which an axle found at the Northeast corner of said 0.472 acre tract, at a turn in County Road 59, bears South 89 deg. 23 min. 41 sec. East, 759.80 ft.;

THENCE North 00 deg. 15 min. 30 sec. West, with the East line of said 38.197 acre Francis Tract and a West line of said Robinson Tract, passing at a distance of 20.00 ft., a 60-D nail set North of a fence corner, and continuing on said bearing, along and East of a wire fence, a total distance of 580.00 ft. to a square iron pipe set;

THENCE South 89 deg. 23 min. 41 sec. East, a distance of 375.56 ft. to a square iron pipe set;

THENCE South 00 deg. 15 min. 30 sec. East, passing at a distance of 580.00 ft., a square iron pipe set on the North side of a fence on County Road 59, and continuing on said bearing, a total distance of 580.00 ft. to an iron pipe set in the middle of said road of the South line of said Robinson 202.75 acre tract and the North line of said McAnally 60.472 acre tract;

THENCE North 89 deg. 23 min. 41 sec. West, with a South line of said Robinson tract, and the North line of said McAnally tract, along the middle of County Road 59, a distance of 375.56 ft. to the point-of-beginning and **containing in all 5.000 acres of land.**

LEAVING A TOTAL OF 344..75 ACRES OF LAND BEING HEREIN CONVEYED

Attachment: Development Agreement (Robinson - Development Agreement)

Collin CAD ID No. 2652403:

SITUATED in the County of Collin, State of Texas, and being a part of the Gabriel Chenoweth Survey, Abstract No. 140, and being a part of the 100 ac. tract of land conveyed to Russell Lewis Robinson by Jennie C. Wallace and Annabel Jordan by Deed dated January 20, 1977 and recorded in Volume 2199, Page 18, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a PK nail with flasher set in the pavement of County Road No. 58, in the West line of the 60.555 ac. tract of land conveyed to Houn' House North Kennels, Inc. in Volume 2199, Page 8, said Deed Records, in the East line of said Robinson 100 ac., at the Southeast comer of the herein described tract, being North 00 deg. 26 min. 46 sec. West, 222.73 ft. from a 1/2 inch capped rebar found stamped "RPLS 3694" at the Southeast comer of said Robinson 100 ac.;

THENCE South 78 deg. 08 min. 18 sec. West, over and across said Robinson 100 ac., passing a spike nail set at 20.00 ft. and continuing for a total distance of 150.75 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an angle point;

THENCE South 88 deg. 24 min. 42 sec. West, continuing over and across said Robinson 100 ac., a distance of 129.31 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in an East line of the 278.29 ac. tract of land conveyed to LMR Holdings, Ltd. in Instrument No. 2009-021300015880,0said Deed Records, at the Southwest corner of the herein described tract;

THENCE North 16 deg. 42 min. 28 sec. West, continuing over and across said Robinson 100 ac., with an East line of said LMR Holdings, Ltd. 278.29 ac., a distance of 46.34 ft. to a 1/2 inch capped rebar set stamped " RPLS 6578" at an Ell corner of said LMR Holdings, Ltd. 278.29 ac., at the Northwest corner of the herein described tract;

THENCE North 86 deg. 21 min. 08 sec. East, continuing over and across said Robinson 100 ac., with a South line of said LMR Holding s, Ltd. 278.29 ac., a distance of 163.56 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an angle point;

THENCE North 89 deg. 37 min. 34 sec. East, continuing over and across said Robinson 100 ac., continuing with a South line of said LMR Holdings , Ltd. 278.29 ac., passing a 1/2 inch capped rebar found stamped "RPLS 3694" at 109.84 ft. and continuing for a total distance of 126.73 ft. to a PK nail with flasher set in the pavement of said County Road No. 58, in the West line of said Houn' House North Kennels, Inc. 60.555 ac., in the East line of said Robinson 100 ac., at the most Easterly Southeast comer of said LMR Holdings , Ltd. 278.29 ac., at the Northeast corner of the herein described tract;

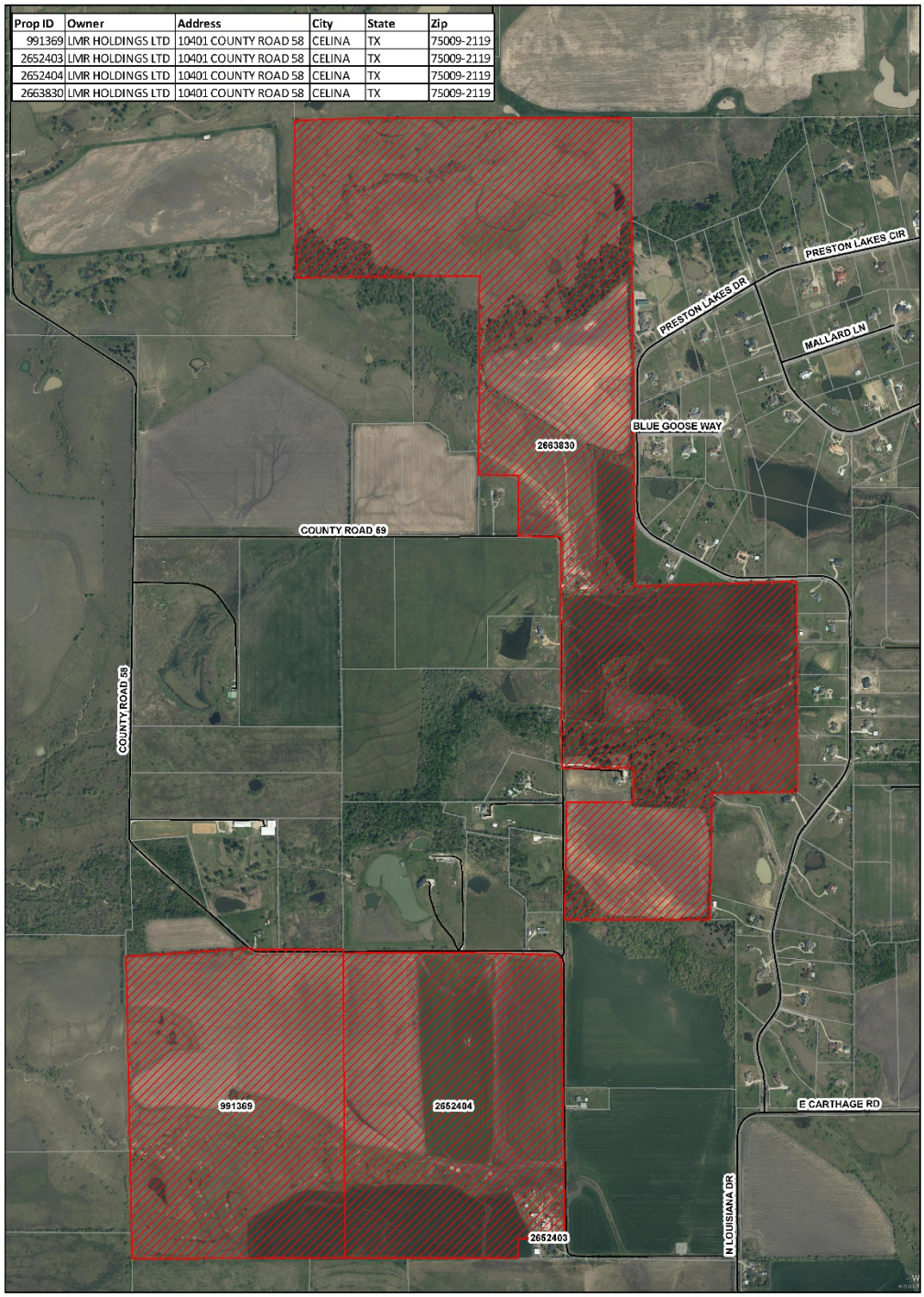
THENCE South 00 deg. 26 min. 46 sec. East, with the pavement of said County Road No. 58, the West line of said Houn' House North Kennels, Inc. 60.555 ac. and the East line of said Robinson 100 ac., a distance of21.05 ft. to the **PLACE OF BEGINNING** and containing **0.270 ACRES** of land.

Attachment: Development Agreement (Robinson - Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTIES

Attachment: Development Agreement (Robinson - Development Agreement)

Prop ID	Owner	Address	City	State	Zip
991369	LMR HOLDINGS LTD	10401 COUNTY ROAD 58	CELINA	TX	75009-2119
2652403	LMR HOLDINGS LTD	10401 COUNTY ROAD 58	CELINA	TX	75009-2119
2652404	LMR HOLDINGS LTD	10401 COUNTY ROAD 58	CELINA	TX	75009-2119
2663830	LMR HOLDINGS LTD	10401 COUNTY ROAD 58	CELINA	TX	75009-2119



CELINA TEXAS est. 1876
Life Connected.

Exhibit
LMR Holdings LTD

Date: 11/17/2020

Legend
SubjectProperty
Roads
Parcels

N W E S
0 800 1,600 Feet

Attachment: Development Agreement (Robinson - Development Agreement)

EXHIBIT C
DEVELOPMENT STANDARDS

(a) Tracts 991369, 2652404, and 2652403 shall have zoning classifications of Mixed Use (MU); and

(b) Tract 2663830 shall have a zoning classification of Single-Family Residential detached (SF-R) with up to 10-acres of Commercial (C) area allowed by right and location determined at time of development in the sole discretion of Owner, or assignee, provided that no commercial development shall be permitted within 400' of the North Preston Lake subdivision; and

(c) Any portion of the Properties adjacent to the North Preston Lake subdivision shall maintain a strip of 1/2 (one half) acre home sites with a base district of Single-Family Residential detached (SF-R).

(d) Abbreviated terms shall have the same meaning as in the City's Comprehensive Zoning Ordinance, as amended ("CZO"). All provisions of the CZO not in conflict with this Exhibit C shall apply.

Attachment: Development Agreement (Robinson - Development 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:	February 9, 2021
Re:	Dream Wash Auto Spa - Specific Use permit

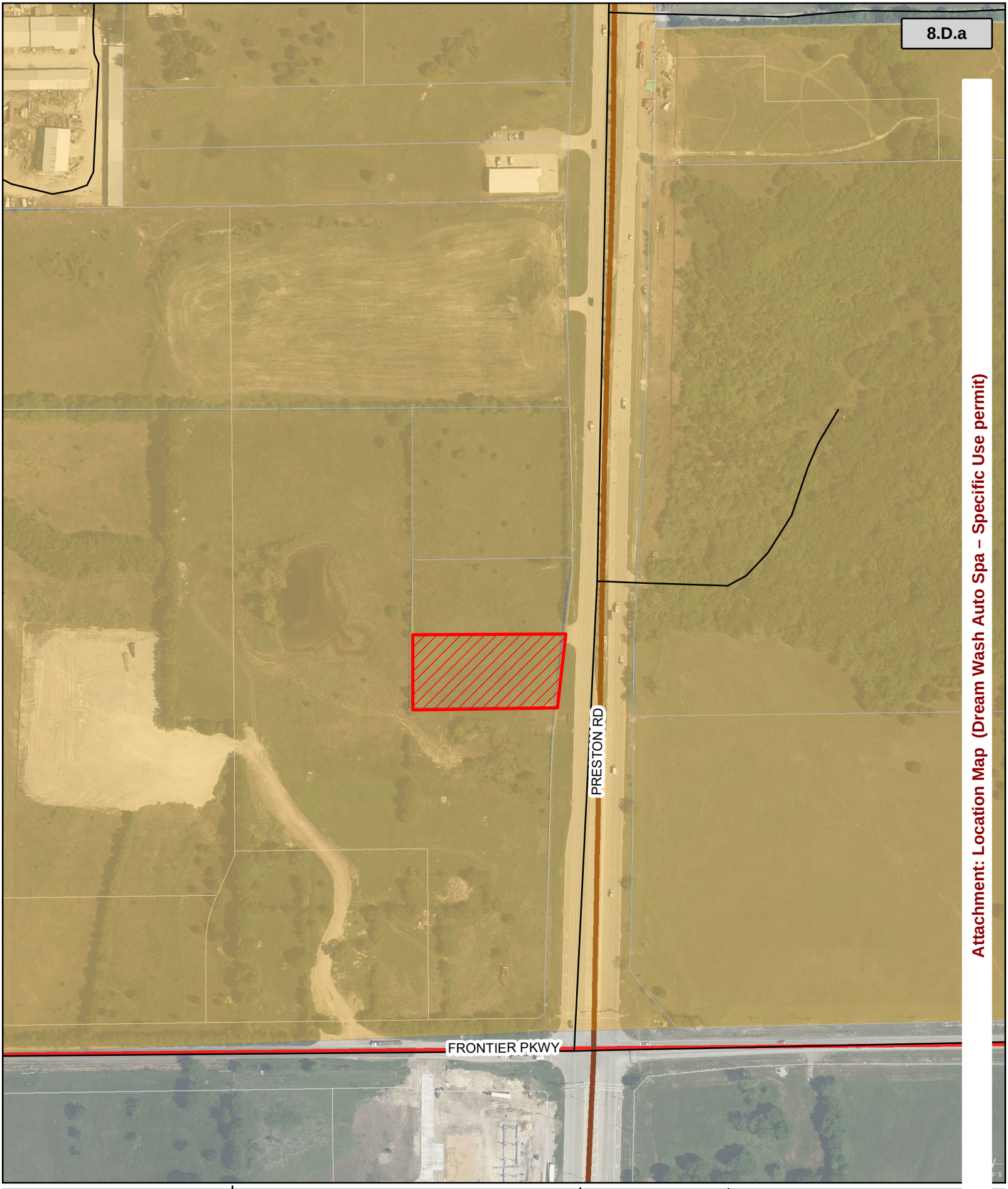
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 2 acres to Specific Use Permit (SUP) to allow for an Auto Wash, generally located west of Preston Road and approximately 645 feet north of Frontier Parkway, within the City Limits. (Dream Wash Auto Spa – Specific Use permit) (Mohan)

Applicant:
Triangle Engineering, LLC
1784 W. McDermott Drive, Suite 110
Allen, TX 75013

Background Information:
Refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
The staff recommends approval as presented.



Attachment: Location Map (Dream Wash Auto Spa – Specific Use permit)

CELINA TEXAS EST. 1876
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Dream Wash Auto Spa Location Map

Date: 1/4/2021

Legend

- Roads
- Subject Property
- City Limits
- Parcels

N
W E
S

0 Feet

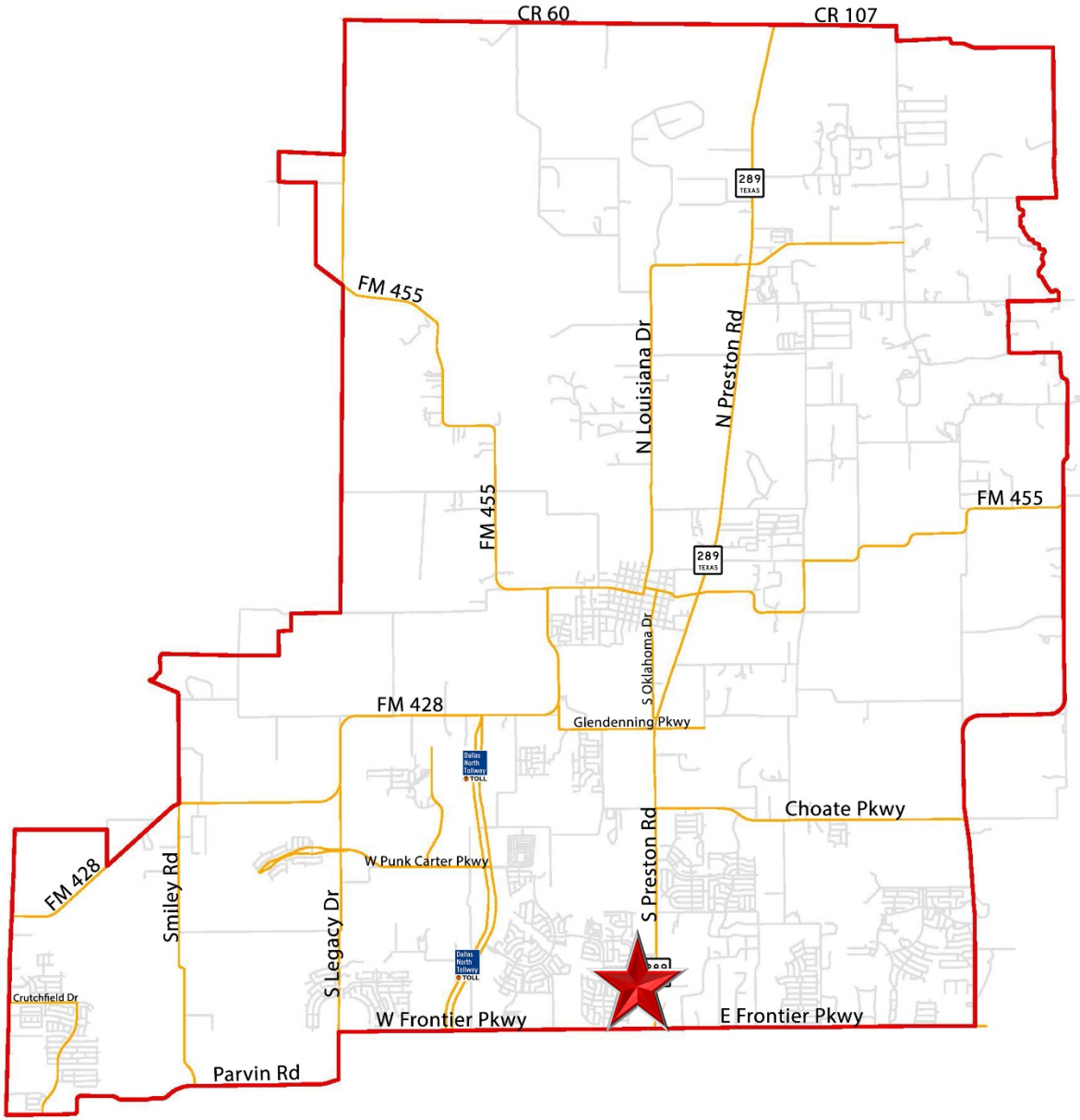
Dream Wash Auto Spa

Specific Use Permit

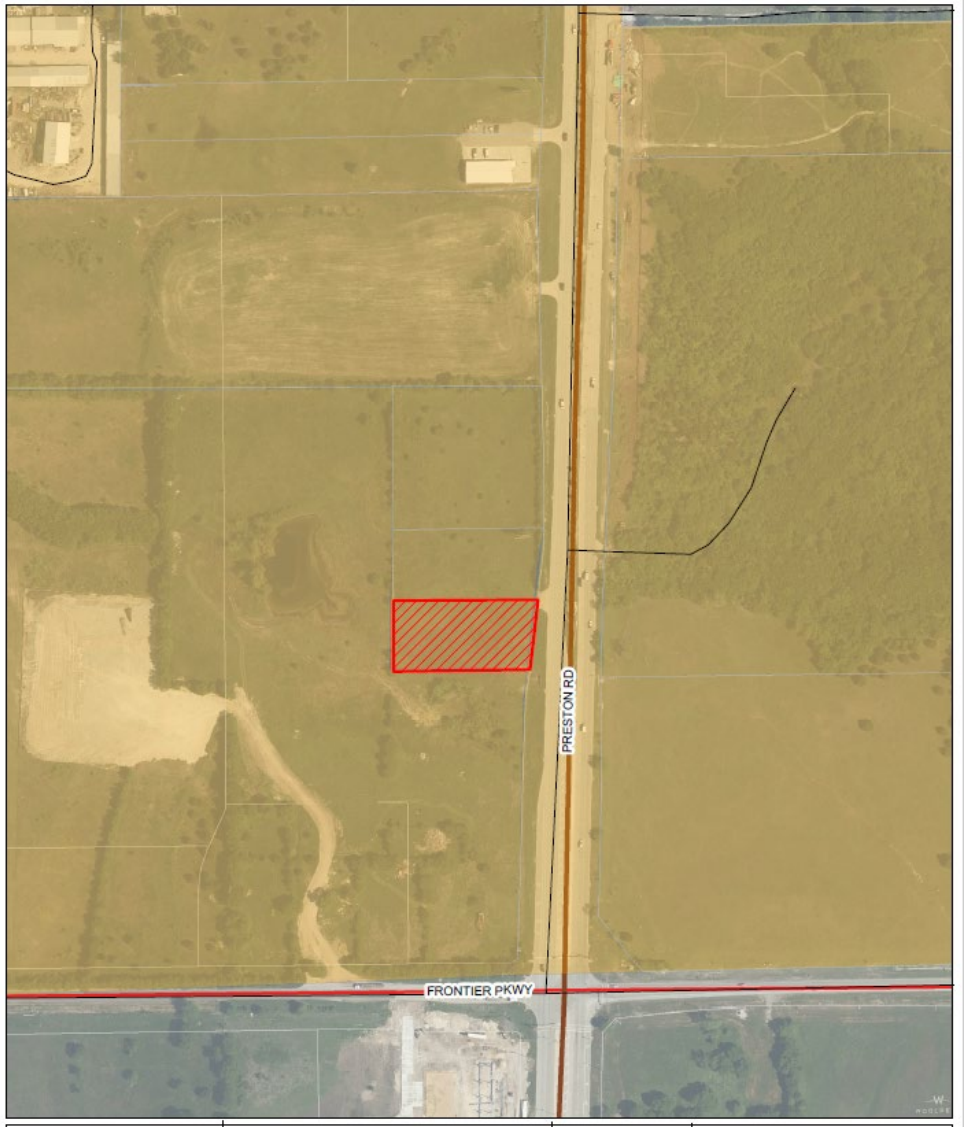
City Council

February 9, 2021

Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)



Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)



Location Map

- The subject property is generally located west of Preston Road and 645 feet north of Frontier Parkway

Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)

Background

- The subject property is approximately 2 acres
- The property is currently zoned C-2, Commercial with the Preston Road Overlay (PRO)
- The applicant desires to develop an auto car wash

Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)

Zoning Overview

- The Zoning Ordinance requires Auto Wash to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Commercial zoning district

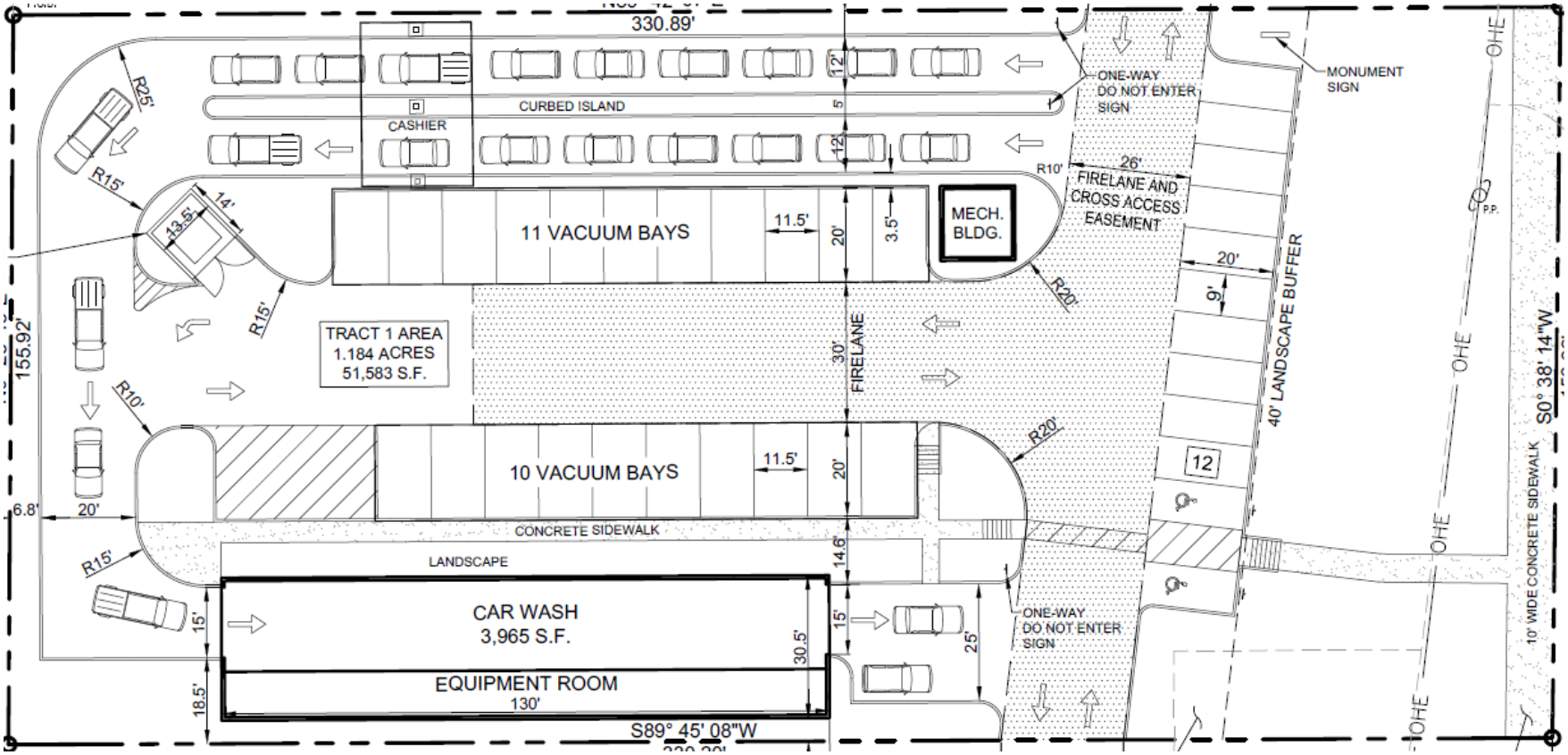
Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)

SUP Overview

- An SUP is required of land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability
- The purpose of the SUP requirement is to determine the appropriateness of a proposal
- The City has broad discretionary approval of the requested SUP

Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)

Concept Plan



Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)

Conceptual Elevations

Dream Wash Auto Spa – other location

Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)

Policy Considerations

- Celina does not yet have a modern car wash on Preston Road
- The project must follow all design standards and development regulations
- The business will generate sales tax, in addition to ad valorem revenue, and provide employment

Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the SUP request at its January 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Dream Wash Auto Spa – Specific Use permit)

CITY OF CELINA, TEXAS
ORDINANCE 2021-____
DREAM WASH AUTO SPA SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2020-41, 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 2 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF PRESTON ROAD AND APPROXIMATELY 645 FEET NORTH OF FRONTIER PARKWAY, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS "C-2/SUP", GENERAL COMMERCIAL ZONING DISTRICT AND THE PRESTON ROAD OVERLAY (PRO) WITH A SPECIFIC USE PERMIT PROVIDING FOR AN AUTO WASH; 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, a Specific Use permit for an Auto Wash project has been requested for the property located west of Preston Road and approximately 645 feet north of Frontier Parkway, Celina, Texas; and

WHEREAS, the establishment of a Specific Use permit has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the Concept Plan set forth in Exhibit "C" attached hereto and incorporated herein provides for certain modification to such district regulation; and

WHEREAS, the property is subject to the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other

Attachment: Draft Ordinance (Dream Wash Auto Spa – Specific Use permit)

city ordinances, as subsequently amended, for forty-five (45) years, and will burden the property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested Specific Use permit 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 Specific Use permit should be granted.

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 for its residents.

SECTION 3
SPECIFIC USE PERMIT

A Specific Use permit is hereby granted to authorize an Auto Wash for the property generally located west of Preston Road and approximately 645 feet north of Frontier Parkway. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations and the adopted engineering design standards, as amended.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2020-41 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 located approximately west of Preston Road and approximately 645 feet north of Frontier Parkway, Celina, Texas, as C-2/SUP, General Commercial Zoning District and the Preston Road Overlay (PRO) with a Specific Use Permit for an Auto Wash.

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

Attachment: Draft Ordinance (Dream Wash Auto Spa – Specific Use permit)

That the property located approximately west of Preston Road and approximately 645 feet north of Frontier Parkway, Celina, Texas, 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, and each and every day such violation is continued shall be deemed to constitute a separate 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 while 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

Attachment: Draft Ordinance (Dream Wash Auto Spa – Specific Use permit)

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 9th day of February, 2021.

_____
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 (Dream Wash Auto Spa – Specific Use permit)

EXHIBIT A
Legal Description

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 167, being all of a called 1.1842 acre tract of land described as Tract III in a Warranty Deed to Kim A. Cannaday, recorded in Volume 4163, Page 133, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING a five-eighths inch iron rod with plastic cap found at the northwest corner of said Tract III and the southwest corner of a called 1.1842 acre tract of land described a General Warranty Deed to Kim Cannaday Lee, recorded in Volume 4983, Page 458, D.R.C.C.T., said iron rod being in the east line of a called 11.836 acre tract of land described as Tract 1 in a Warranty Deed to P. Dub Investments, LLC, recorded in Instrument No. 20191121001487500, O.P.R.C.C.T.;

THENCE North 89 degrees 42 minutes 07 seconds East, a distance of 330.89 feet to a one-half inch iron rod with yellow plastic cap stamped "Bohler Eng." set for the northeast corner of said Tract III and the southeast corner of said Kim Cannaday Lee tract of land, said capped iron rod being in the west line of N. Preston Road-S.H. 289 (a variable width right-of-way);

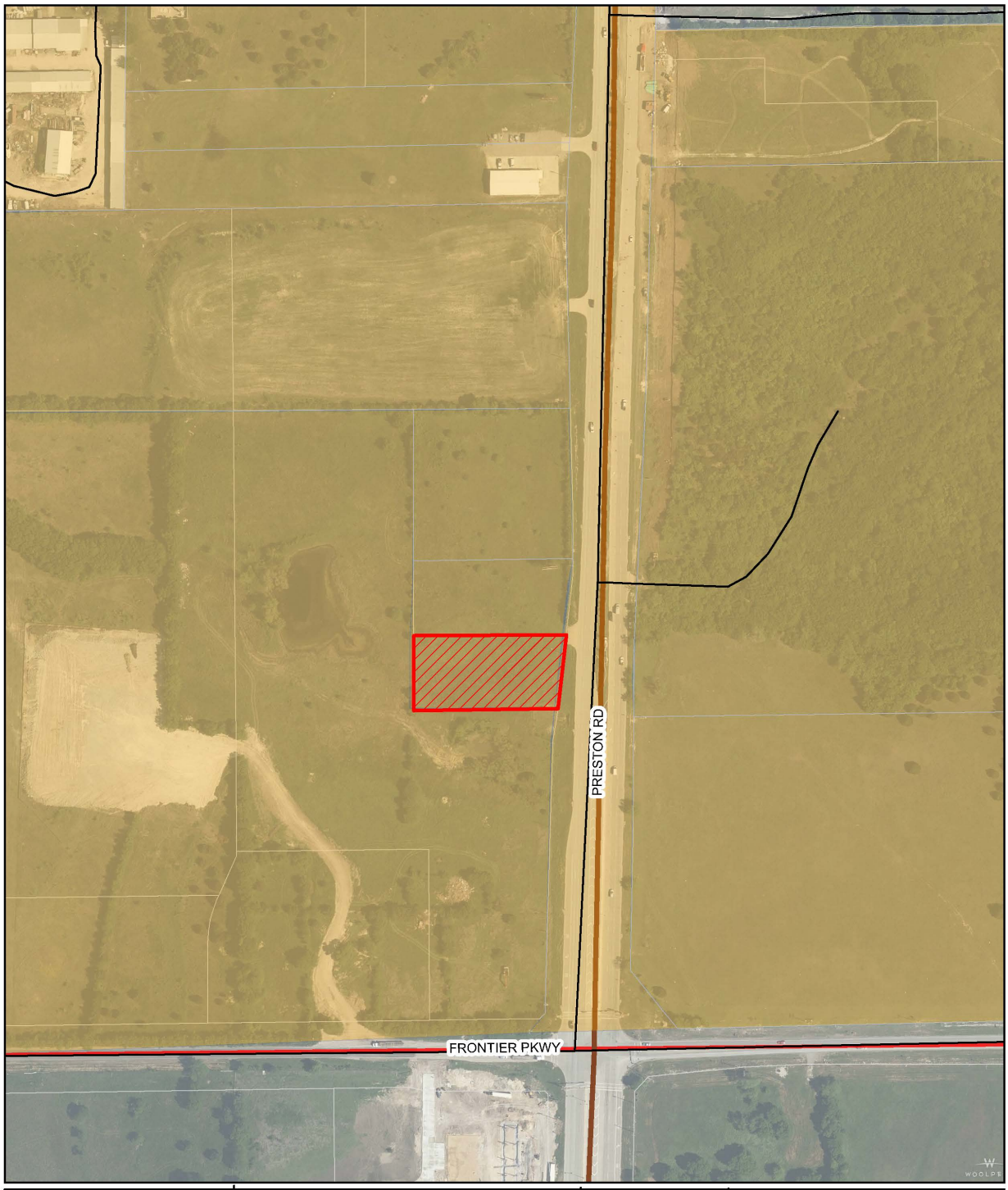
THENCE South 00 degrees 38 minutes 14 seconds West, a distance of 156.22 feet along the east line of said Tract III and the west line of said N. Preston Road-S.H. 289 to a one-half inch iron rod with yellow plastic cap stamped "Bohler Eng." set for the southeast corner of said Tract III;

THENCE South 89 degrees 45 minutes 08 seconds West, passing at a distance of 29.64 feet a one-half inch iron rod with orange plastic cap stamped "Premier Surveying" found at the southerly northeast corner of a called 11.836 acre tract of land described as Tract 1 in a Warranty Deed to P. Dub Investments, LLC, recorded in Instrument No. 20191121001487500, O.P.R.C.C.T., and continuing a total distance 330.20 feet to a point at the southwest corner of said Tract III tract of land and an angle point of said 11.836 acre tract of land, from which a five-eighths inch iron rod found bears North 20 degrees 30 minutes 13 seconds East a distance of 2.70 feet;

THENCE North 00 degrees 23 minutes 15 seconds East, a distance of 155.92 feet to the **POINT OF BEGINNING** and containing 51,583 square feet or 1.184 acres.

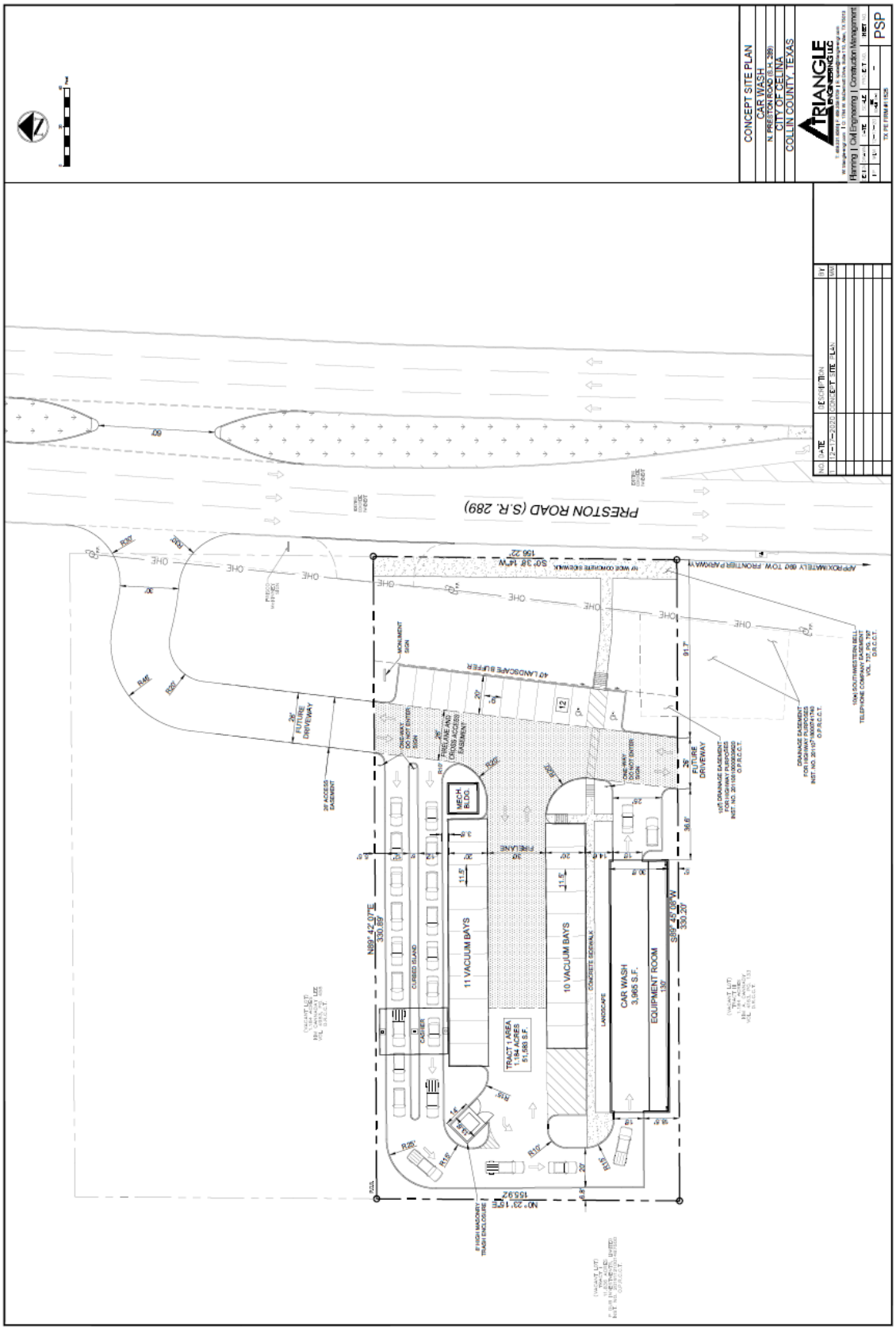
Attachment: Draft Ordinance (Dream Wash Auto Spa – Specific Use permit)

EXHIBIT B
Zoning Exhibit



Attachment: Draft Ordinance (Dream Wash Auto Spa – Specific Use permit)

EXHIBIT C
Concept Plan



Attachment: Draft Ordinance (Dream Wash Auto Spa – Specific Use permit)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

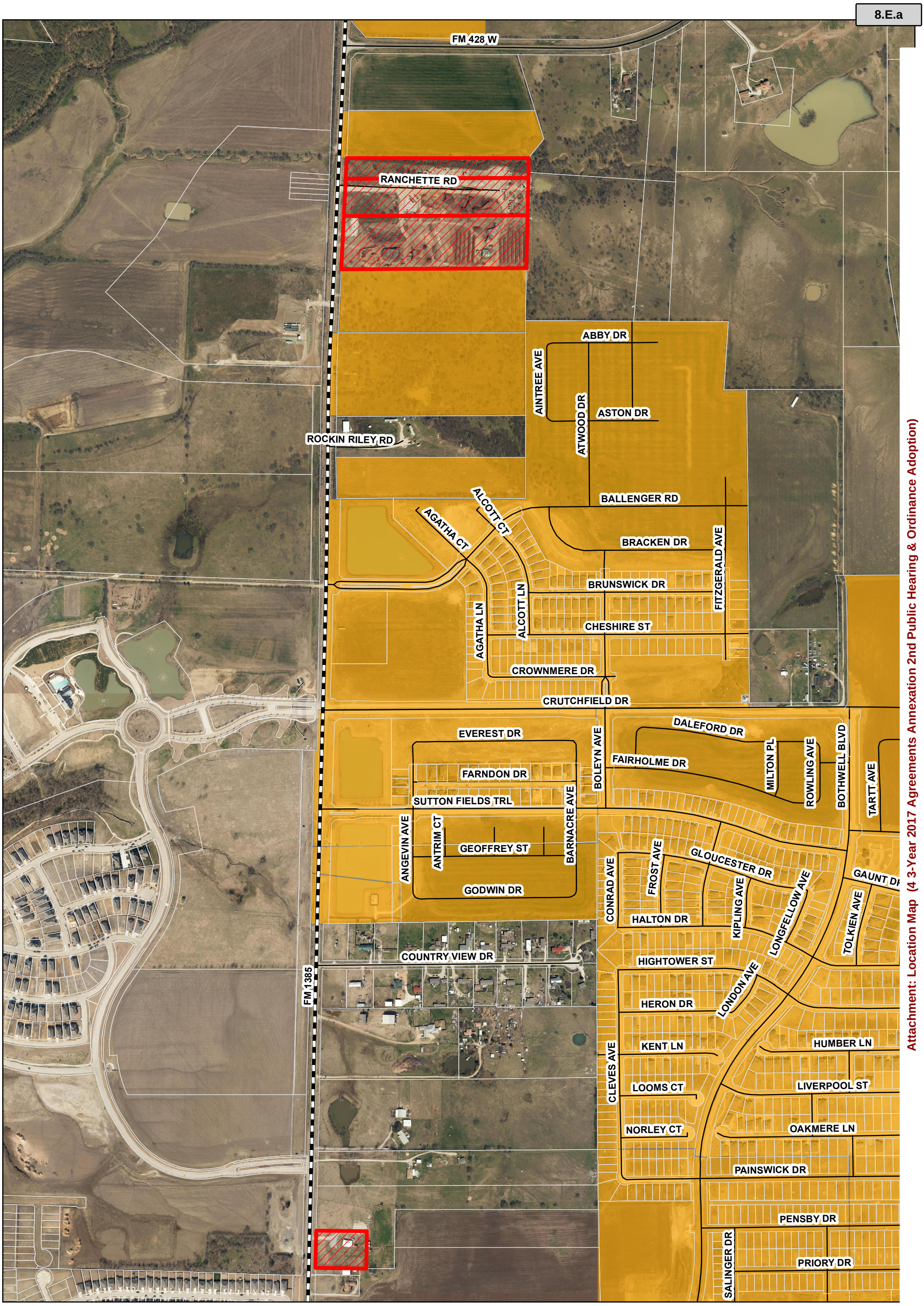
To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	February 9, 2021
Re:	4 3-Year 2017 Agreements Annexation 2nd Public Hearing

Action Requested:
The Celina City Council will conduct the second of two public hearings and act upon an ordinance adopting the annexation of approximately 23 acres generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption) (Mohan)

Background Information:
Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

CELINA TEXAS EST. 1876

Life Connected.

Exhibit
City of Celina

Date: 9/30/2020

Legend

- Ultimate Boundary
- Properties
- Parcels
- Roads
- City Limits

N W E S

0 550 1,100 Feet

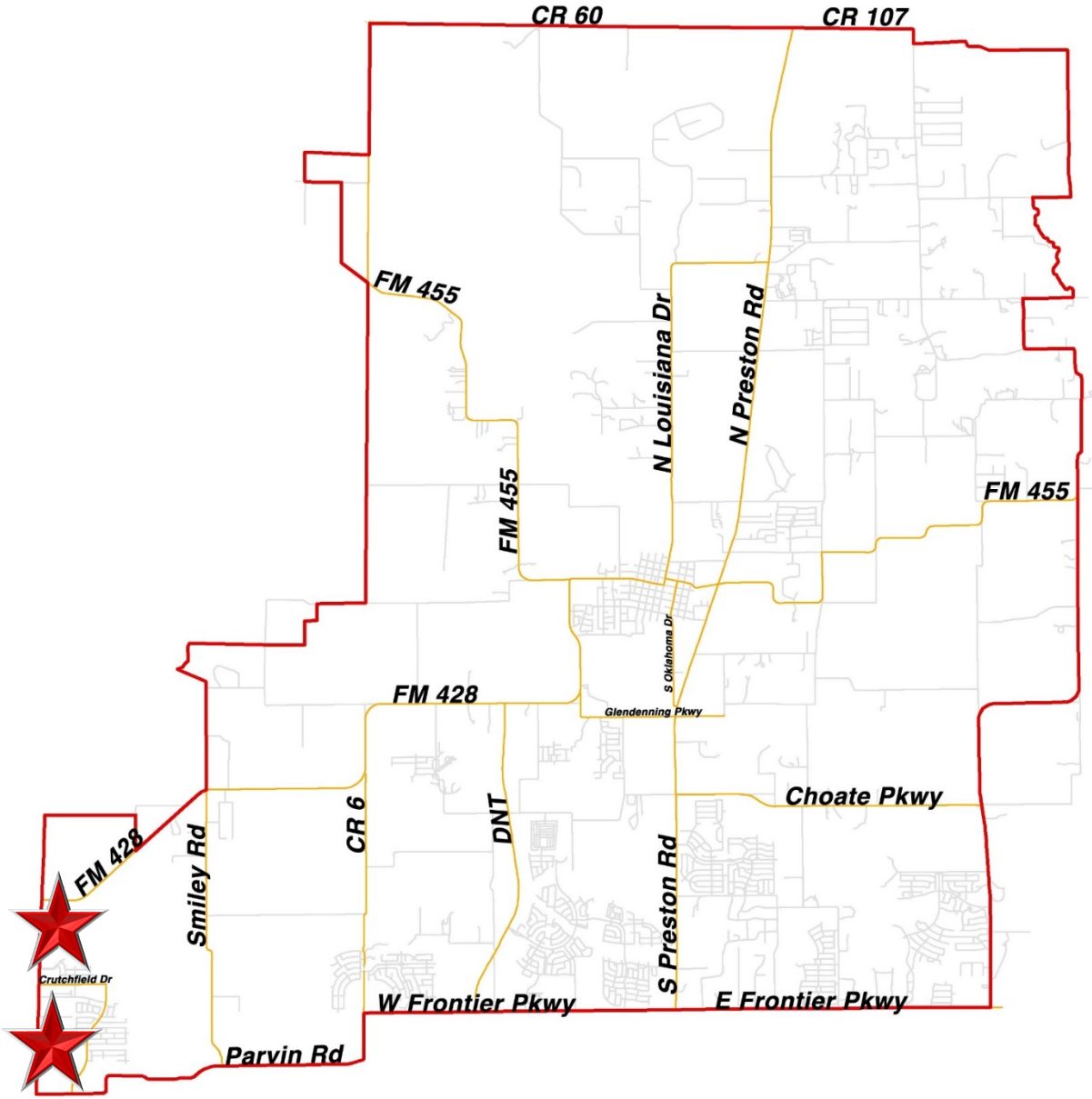
(4) 3-Year Agreements

Annexation & Zoning

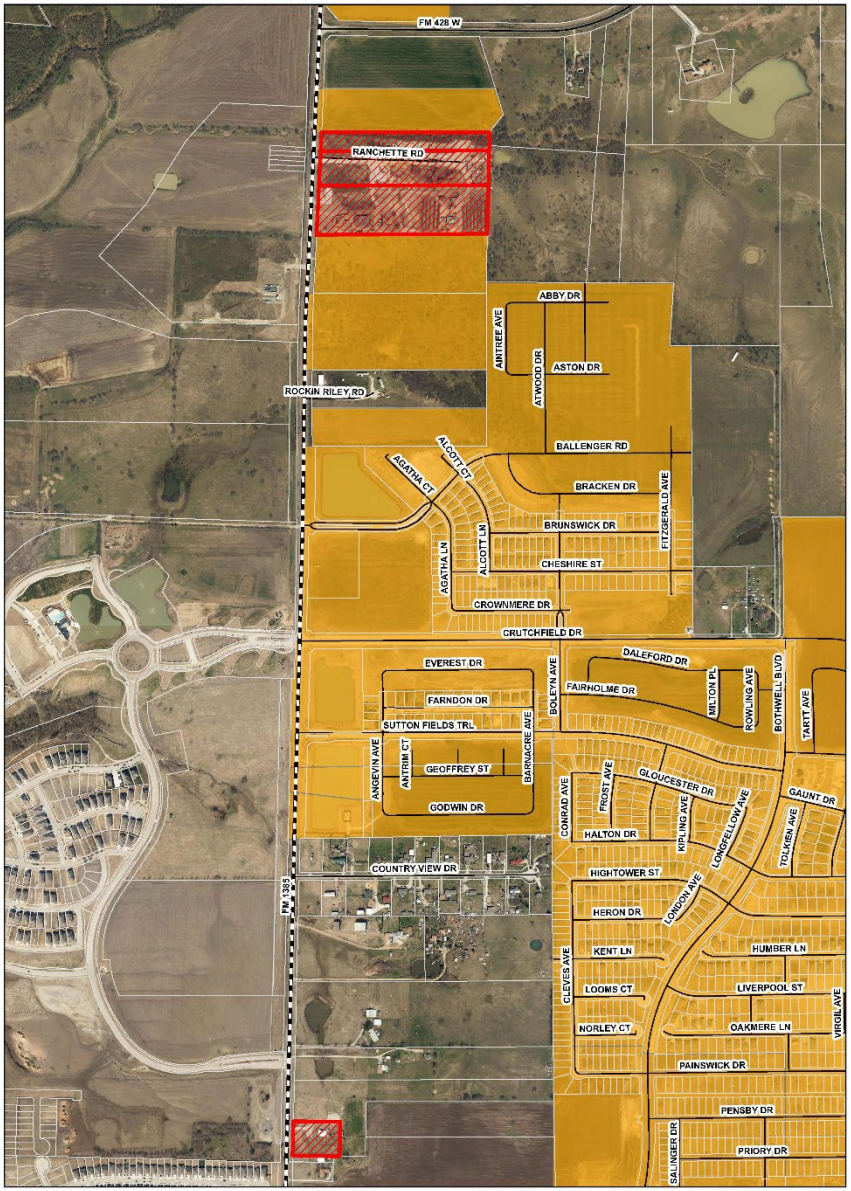
City Council

February 9, 2021

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 2nd Public Hearing



Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 2nd Public Hearing



Location Map

The subject properties are generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road.

No residential homes exist on these properties.

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 2nd Public Hearing

Background

- The annexation is for four properties totaling 23 acres
- All properties had signed a 3-year pre-annexation agreement in 2017, which are now expiring

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 2nd Public Hearing

Policy Considerations

- The proposed land uses will be zoned Commercial (C), which is appropriate for the location as all properties are along FM 1385, a future 6-lane arterial
- The zoning change will be considered by City Council concurrently with the associated annexation tonight

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 2nd Public Hearing

Annexation Schedule

- ~~December 8, 2020 – City Council acted upon the resolution and set the public hearing dates~~
- ~~January 12, 2021 – 1st Public Hearing~~
- February 9, 2021 – 2nd Public Hearing and adoption of the annexation ordinance (and accompanying zoning)

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 2nd Public Hearing

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its January 12th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (4 3-Year 2017 Agreements Annexation 2nd Public Hearing

CITY OF CELINA, TEXAS

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT BEING APPROXIMATELY 23 ACRES GENERALLY LOCATED EAST OF FM 1385, SOUTH OF FM 428, NORTH OF TUDOR PLACE, WEST OF SMILEY ROAD, AND THAT PORTION OF FM 1385 ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY/AREA, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, legal descriptions of the areas to be annexed are attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, in 2017 the City and the owners of the Property entered into those certain "Chapter 212 Texas Local Government Code Development Agreement with Consent to and Voluntary Petition for Annexation" filed in the land records on November 29, 2017 as Instrument Nos. 146569, 146560, 146561 and 146562, which provides for the procedures to be used to annex the Property; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 12th day of January, 2021 and a second hearing also being held on the 9th day of February, 2021 in the Council Chambers located at 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein as if written word for word; and

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

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

WHEREAS, the notice of the public hearings were posted on the City's website and published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 28th day of December, 2020, and the 25th day of January, 2021, and such dates being not more than twenty (20) days

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

nor less than ten (10) days prior to each public hearing; and

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

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a Service Plan for the Property to be annexed was prepared, presented at the public hearings and made available to the public and is attached hereto as Exhibit "C" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to and adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

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

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that all requirements for lawful annexation have been met; 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.

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
ANNEXATION AND OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the following properties:

Denton CAD Property ID 52691, being an approximate 3.251 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the Aaron Ray Survey, Tract 6 and the adjacent right-of-way of FM 1385;

Denton CAD Property ID 52834, being an approximate 7.749 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire Survey, Tract 3 and the adjacent right-of-way of FM 1385;

Denton CAD Property ID 82874, being an approximate 10.0 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire Survey, Tract 4 and the adjacent right-of-way of FM 1385;

Denton CAD Property ID 661546, being an approximate 2 acre tract of land in Denton County, Texas, legally described as Abstract No. 1411A in the F. Wilkerson Survey, Tracts 10A(1) and 11C(1), and the adjacent right-of-way of FM 1385,

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

being more particularly described in Exhibit "A", and depicted in Exhibit "B" which is incorporated herein as if written word for word, and that such area 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 area hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "C", was prepared, presented and submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

SECTION 4
FILING OF ORDINANCE REQUIRED

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk, and any other necessary agencies and service providers.

SECTION 5
EFFECT ON TERRITORY/AREA

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

SECTION 6
CUMULATIVE REPEALER

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

SECTION 7
SEVERABILITY

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

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

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 9th day of February, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

Exhibit "A"
Property Legal Description Including any and all adjacent rights-of-way

Denton CAD ID 52691

Being a 3.251 acre portion of the following:

All of that certain tract or parcel of land situated in the T. McIntyre Survey, Abstract 903, and the Aaron Ray Survey, Abstract 1106, Denton County, Texas, part of a 207.507 acre tract described in a deed from William J. McFarland to Robert S. Folsom on July 9, 1978, recorded in Volume 897, Page 215, Deed Records of Denton County, Texas, and more particularly described as follows:

Commencing at a right-of-way post on the east right-of-way of FM Road 1385 at its intersection with the south right-of-way of FM Road 428, said corner also being the west northwest corner of said 207.507 acre tract;
Thence South 04 deg. 16 min. 50 sec. West with the east right-of-way of FM Road 1385 a distance of 609.22 feet to a steel pin at the place of beginning;

Thence South 88 deg. 49. min. 40 sec. East a distance of 1246.49 feet to a steel pin for corner,

Thence South 04 deg. 16 min. 50 sec. West, pass the south boundary line of said Aaron Ray Survey and the north boundary line of said McIntyre Survey, a distance of 384.97 feet to a steel pin;

Thence North 88 deg. 49 min. 40 sec. West a distance of 1246.49 feet to a steel pin on the east right-of way of FM Road 1385 and the west line of said 207.507 acre tract;

Thence North 04 deg. 16 min. 50 sec. East with said right-of-way, re-passing the line between the McIntyre and Ray Surveys, a distance of 384.97 feet to the point of beginning, containing 11.00 acres more or less.

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

Denton CAD ID 52834

Being a 7.749 acre portion of the following:

All of that certain tract or parcel of land situated in the T. McIntyre Survey, Abstract 903, and the Aaron Ray Survey, Abstract 1106, Denton County, Texas, part of a 207.507 acre tract described in a deed from William J. McFarland to Robert S. Folsom on July 9, 1978, recorded in Volume 897, Page 215, Deed Records of Denton County, Texas, and more particularly described as follows:

Commencing at a right-of-way post on the east right-of-way of FM Road 1385 at its intersection with the south right-of-way of FM Road 428, said corner also being the west northwest corner of said 207.507 acre tract;
Thence South 04 deg. 16 min. 50 sec. West with the east right-of-way of FM Road 1385 a distance of 609.22 feet to a steel pin at the place of beginning;

Thence South 88 deg. 49. min. 40 sec. East a distance of 1246.49 feet to a steel pin for corner,

Thence South 04 deg. 16 min. 50 sec. West, pass the south boundary line of said Aaron Ray Survey and the north boundary line of said McIntyre Survey, a distance of 384.97 feet to a steel pin;

Thence North 88 deg. 49 min. 40 sec. West a distance of 1246.49 feet to a steel pin on the east right-of-way of FM Road 1385 and the west line of said 207.507 acre tract;

Thence North 04 deg. 16 min. 50 sec. East with said right-of-way, re-passing the line between the McIntyre and Ray Surveys, a distance of 384.97 feet to the point of beginning, containing 11.00 acres more or less.

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

Denton CAD ID 82874

All that tract or parcel of land situated in the T. McIntyre Survey, Abstract 903, Denton County, Texas, part of a certain 207.507 acre tract described in a deed from William H. McFarland to Robert S. Folsom on July 9, 1978, recorded in Volume 897, Page 215, Deed Records of Denton County, Texas, also part of a 22.28 acre tract of land described in a deed from Joe B. Clifton and Deborah D. Clifton to the Eldred S. Chrisman and Bertha D. Chrisman Revocable Living Trust, recorded in Volume 4329, Page 1328, Deed Records of Denton County, Texas, and more particularly described as follows:

Commencing at a right-of-way post on the east right-of-way line of FM Road 1385 at its intersection with the south right-of-way of FM Road 428, said corner also being the west-northwest corner of of said 207.507 acre tract;

Thence South 04 deg. 16 min. 50 sec. West with the east right-of-way line of FM Road 1385 a distance of 959.20 feet to a steel pin at the place of beginning;

Thence South 88 deg. 49 min. 40 sec. East a distance of 1246.49 feet to a steel pin for corner;

Thence South 04 deg. 16 min. 50 sec. West a distance of 349.98 feet to a steel pin;

Thence North 88 deg. 49 min. 40 sec. West a distance of 1246.49 feet to a steel pin on the-east right-of-way line of FM Road 1385 and the west boundary line of said 207.507 acre tract;

Thence North 04 deg. 16 min. 50 sec. East with said right-of-way a distance of 349.98 feet to the point of beginning, and containing 10.00 acres, more or less.

Said 10.00 acres being the same tract of land described in a deed to The Veterans Land Board of Texas recorded in Volume 1126, Page 466, Deed Records of Denton County, Texas.

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

Denton CAD ID 661546

BEING all that certain lot, tract, or parcel of land situated in the F. Wilkerson Survey Abstract Number 1411 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Billy Ray Fowler to Timothy Dan Chesney and Margie Beth Chesney recorded under Clerk's File number 94-R0036277, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the east line of Farm-to-Market Highway Number 1385, a public roadway, said point being the northwest corner of that certain tract of land conveyed by deed from First State Bank, Frankston to Dena Riley recorded under Clerk's File Number 96-R0014073, Real Property Records, Denton County, Texas;

THENCE N 03° 08' 48" E, 248.74 feet with said west line of said Farm-to-Market Highway to an iron rod set for corner;

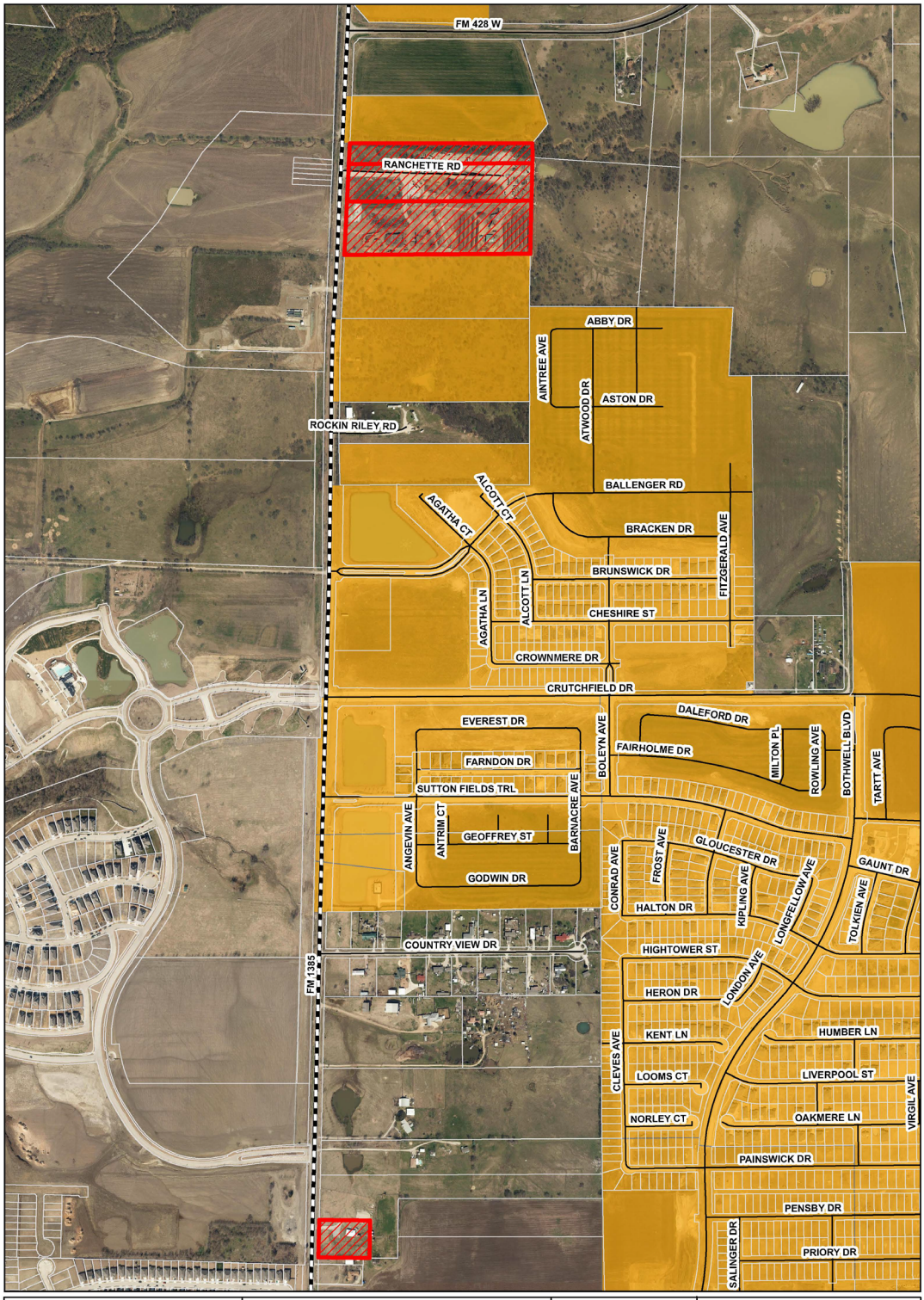
THENCE S 87° 09' 57" E, 350.25 feet to an iron rod set for corner;

THENCE S 03° 08' 48" W, 248.74 feet to an iron rod set for corner in the north line of that certain tract of land conveyed by deed from Chung-Cheng Hong to Anna Liz Hong recorded under Document Number 2014-15601, Real Property Records, Denton County, Texas;

THENCE N 87° 09' 57" W, 350.25 feet with said north line of said Hong tract and with the north line of said Riley tract to the PLACE OF BEGINNING and containing 2.000 acres of land

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

Exhibit "B"
Property Depiction Including any and all adjacent rights-of-way



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Date: 9/30/2020

Legend
- Ultimate Boundary
- Properties
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N W E S

0 550 1,100 Feet

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

Exhibit "C"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:

      i) Normal patrol and responses;

      ii) Handling of complaints and incident reports;

      iii) Special units, such as traffic enforcement and investigations; and

      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:

      i) Fire suppression and rescue;

      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;

      iii) Hazardous materials response and mitigation;

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

iv) Emergency prevention and public education efforts;

v) Technical rescue response; and

vi) Constriction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:

i) Emergency medical dispatch and pre-arrival First Aid instructions;

ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and

iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

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 roadway/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. 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

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

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.

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

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.

Attachment: Draft Ordinance (4 3-Year 2017 Agreements Annexation 2nd Public Hearing & Ordinance Adoption)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

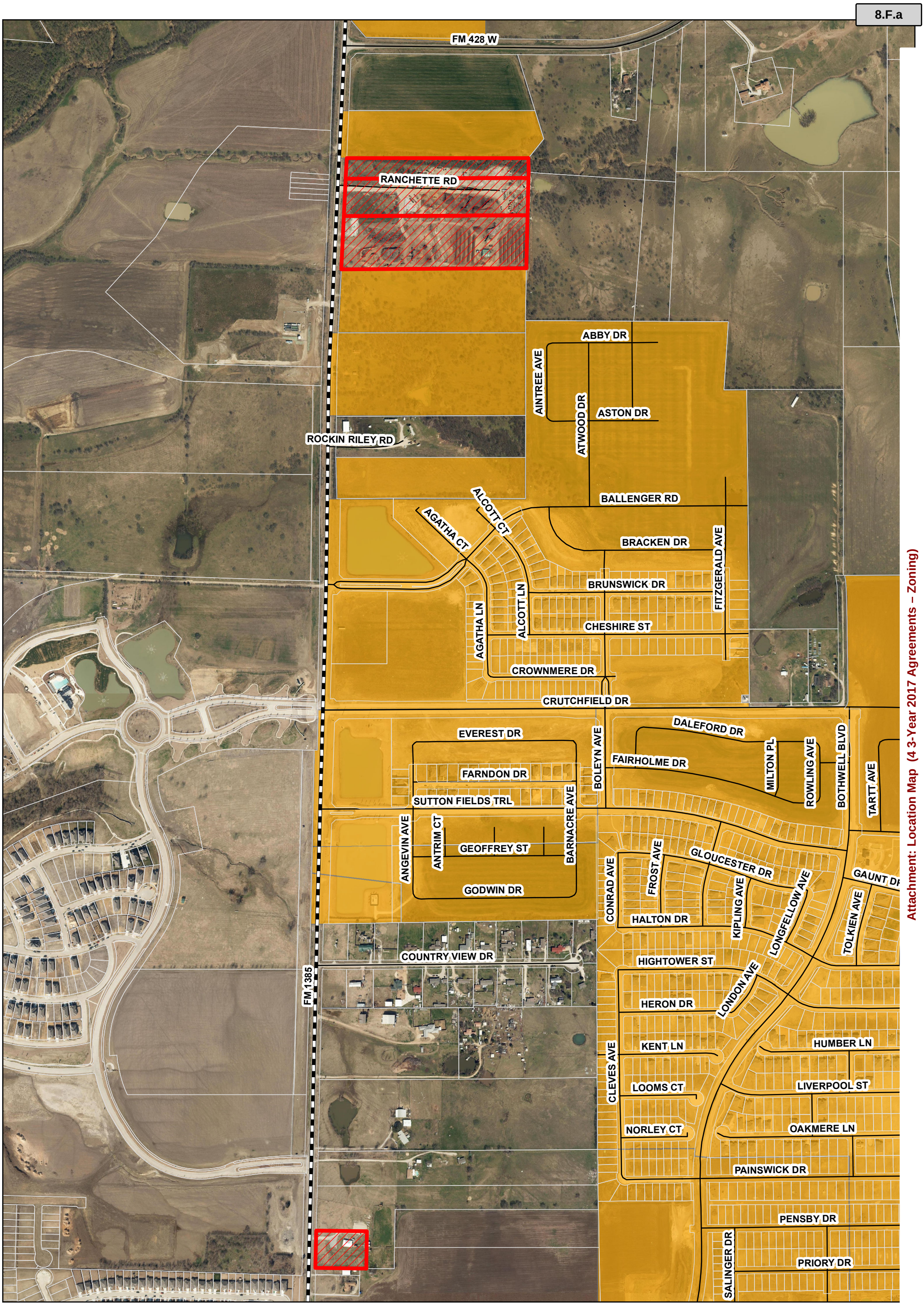
To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	February 9, 2021
Re:	4 3-Year 2017 Agreements - Zoning

Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 23 acres to Commercial, Office, & Retail (C) zoning district, generally located east of FM 1385, south of FM 428, north of Tudor Place, and west of Smiley Road. (4 3-Year 2017 Agreements – Zoning) (Mohan)

Background Information:
Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (4 3-Year 2017 Agreements – Zoning)

CELINA TEXAS EST. 1876

Life Connected.

Exhibit
City of Celina

Date: 9/30/2020

Legend

- Ultimate Boundary
- Properties
- Parcels
- Roads
- City Limits

N W E S

0 550 1,100 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
4 3-YEAR AGREEMENTS ZONING

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 GENERALLY LOCATED EAST OF FM 1385, SOUTH OF FM 428, NORTH OF TUDOR PLACE, WEST OF SMILEY ROAD, AND THAT PORTION OF FM 1385 ADJACENT TO SAID TERRITORY, DENTON COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED COMMERCIAL DISTRICT (C) PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the zoning is in conformance with the "Chapter 212 Texas Local Government Code Development Agreement with Consent to and Voluntary Petition for Annexation" filed in the land records on November 29, 2017 as Instrument Nos. 146569, 146560, 146561 and 146562; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of

Attachment: Draft Ordinance (4 3-Year 2017 Agreements – Zoning)

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 Commercial District (C), on certain tracts of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Commercial District (C).

SECTION 5
REVISION OF ZONING MAP

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

SECTION 6
COMPLIANCE REQUIRED

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

Attachment: Draft Ordinance (4 3-Year 2017 Agreements – Zoning)

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 while 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

Attachment: Draft Ordinance (4 3-Year 2017 Agreements – Zoning)

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 9th day of February, 2021.

_____
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 (4 3-Year 2017 Agreements – Zoning)

Exhibit A
Property Legal Description Including any and all adjacent rights-of-way

Denton CAD ID 52691

Being a 3.251 acre portion of the following:

All of that certain tract or parcel of land situated in the T. McIntyre Survey, Abstract 903, and the Aaron Ray Survey, Abstract 1106, Denton County, Texas, part of a 207.507 acre tract described in a deed from William J. McFarland to Robert S. Folsom on July 9, 1978, recorded in Volume 897, Page 215, Deed Records of Denton County, Texas, and more particularly described as follows:

Commencing at a right-of-way post on the east right-of-way of FM Road 1385 at its intersection with the south right-of-way of FM Road 428, said corner also being the west northwest corner of said 207.507 acre tract;
Thence South 04 deg. 16 min. 50 sec. West with the east right-of-way of FM Road 1385 a distance of 609.22 feet to a steel pin at the place of beginning;

Thence South 88 deg. 49. min. 40 sec. East a distance of 1246.49 feet to a steel pin for corner,

Thence South 04 deg. 16 min. 50 sec. West, pass the south boundary line of said Aaron Ray Survey and the north boundary line of said McIntyre Survey, a distance of 384.97 feet to a steel pin;

Thence North 88 deg. 49 min. 40 sec. West a distance of 1246.49 feet to a steel pin on the east right-of way of FM Road 1385 and the west line of said 207.507 acre tract;

Thence North 04 deg. 16 min. 50 sec. East with said right-of-way, re-passing the line between the McIntyre and Ray Surveys, a distance of 384.97 feet to the point of beginning, containing 11.00 acres more or less.

Attachment: Draft Ordinance (4 3-Year 2017 Agreements – Zoning)

Denton CAD ID 52834

Being a 7.749 acre portion of the following:

All of that certain tract or parcel of land situated in the T. McIntyre Survey, Abstract 903, and the Aaron Ray Survey, Abstract 1106, Denton County, Texas, part of a 207.507 acre tract described in a deed from William J. McFarland to Robert S. Folsom on July 9, 1978, recorded in Volume 897, Page 215, Deed Records of Denton County, Texas, and more particularly described as follows:

Commencing at a right-of-way post on the east right-of-way of FM Road 1385 at its intersection with the south right-of-way of FM Road 428, said corner also being the west northwest corner of said 207.507 acre tract;
Thence South 04 deg. 16 min. 50 sec. West with the east right-of-way of FM Road 1385 a distance of 609.22 feet to a steel pin at the place of beginning;

Thence South 88 deg. 49. min. 40 sec. East a distance of 1246.49 feet to a steel pin for corner,

Thence South 04 deg. 16 min. 50 sec. West, pass the south boundary line of said Aaron Ray Survey and the north boundary line of said McIntyre Survey, a distance of 384.97 feet to a steel pin;

Thence North 88 deg. 49 min. 40 sec. West a distance of 1246.49 feet to a steel pin on the east right-of-way of FM Road 1385 and the west line of said 207.507 acre tract;

Thence North 04 deg. 16 min. 50 sec. East with said right-of-way, re-passing the line between the McIntyre and Ray Surveys, a distance of 384.97 feet to the point of beginning, containing 11.00 acres more or less.

Attachment: Draft Ordinance (4 3-Year 2017 Agreements – Zoning)

Denton CAD ID 82874

All that tract or parcel of land situated in the T. McIntyre Survey, Abstract 903, Denton County, Texas, part of a certain 207.507 acre tract described in a deed from William H. McFarland to Robert S. Folsom on July 9, 1978, recorded in Volume 897, Page 215, Deed Records of Denton County, Texas, also part of a 22.28 acre tract of land described in a deed from Joe B. Clifton and Deborah D. Clifton to the Eldred S. Chrisman and Bertha D. Chrisman Revocable Living Trust, recorded in Volume 4329, Page 1328, Deed Records of Denton County, Texas, and more particularly described as follows:

Commencing at a right-of-way post on the east right-of-way line of FM Road 1385 at its intersection with the south right-of-way of FM Road 428, said corner also being the west-northwest corner of of said 207.507 acre tract;

Thence South 04 deg. 16 min. 50 sec. West with the east right-of-way line of FM Road 1385 a distance of 959.20 feet to a steel pin at the place of beginning;

Thence South 88 deg. 49 min. 40 sec. East a distance of 1246.49 feet to a steel pin for corner;

Thence South 04 deg. 16 min. 50 sec. West a distance of 349.98 feet to a steel pin;

Thence North 88 deg. 49 min. 40 sec. West a distance of 1246.49 feet to a steel pin on the-east right-of-way line of FM Road 1385 and the west boundary line of said 207.507 acre tract;

Thence North 04 deg. 16 min. 50 sec. East with said right-of-way a distance of 349.98 feet to the point of beginning, and containing 10.00 acres, more or less.

Said 10.00 acres being the same tract of land described in a deed to The Veterans Land Board of Texas recorded in Volume 1126, Page 466, Deed Records of Denton County, Texas.

Attachment: Draft Ordinance (4 3-Year 2017 Agreements – Zoning)

Denton CAD ID 661546

BEING all that certain lot, tract, or parcel of land situated in the F. Wilkerson Survey Abstract Number 1411 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Billy Ray Fowler to Timothy Dan Chesney and Margie Beth Chesney recorded under Clerk's File number 94-R0036277, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the east line of Farm-to-Market Highway Number 1385, a public roadway, said point being the northwest corner of that certain tract of land conveyed by deed from First State Bank, Frankston to Dena Riley recorded under Clerk's File Number 96-R0014073, Real Property Records, Denton County, Texas;

THENCE N 03° 08' 48" E, 248.74 feet with said west line of said Farm-to-Market Highway to an iron rod set for corner;

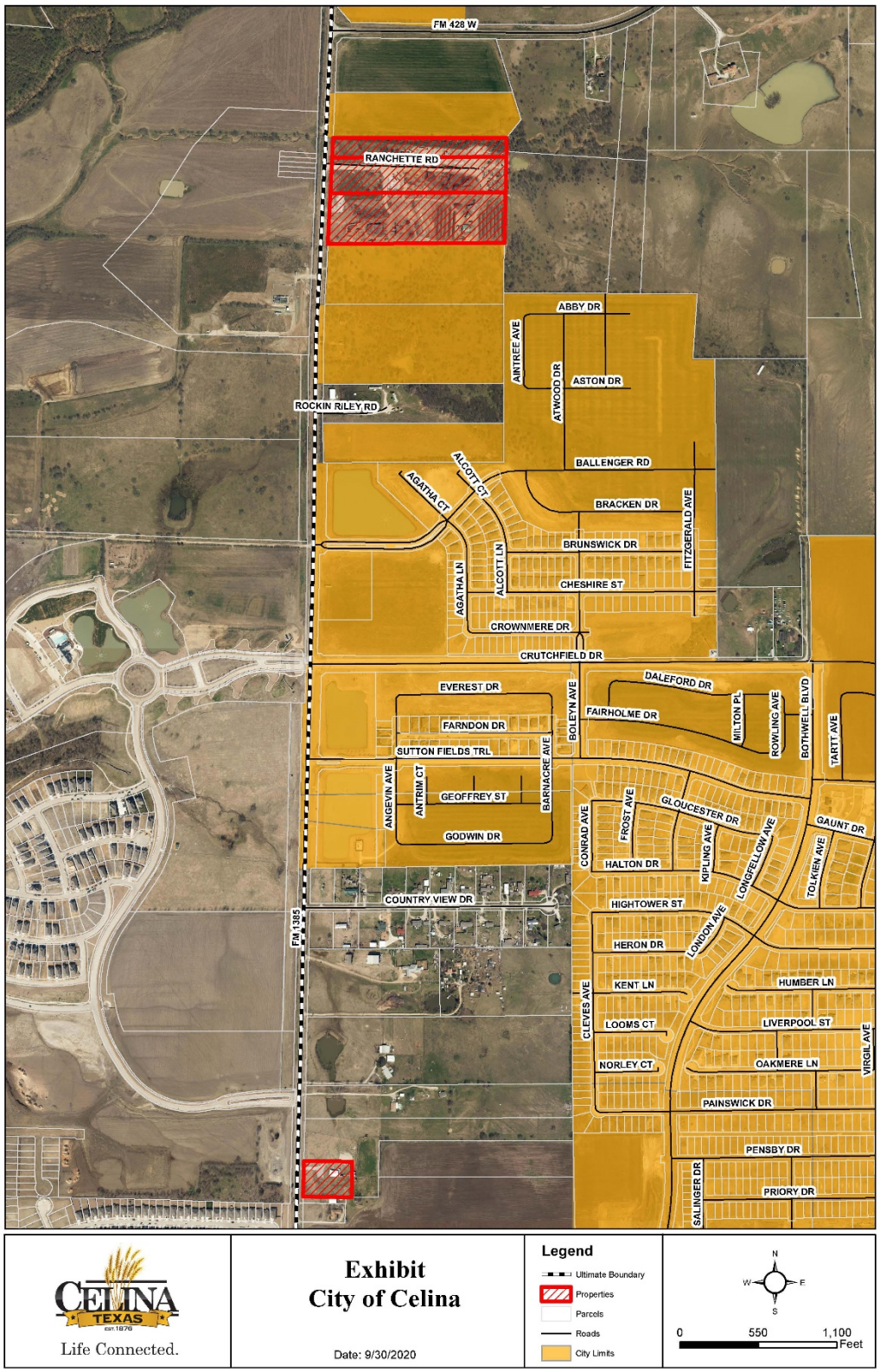
THENCE S 87° 09' 57" E, 350.25 feet to an iron rod set for corner;

THENCE S 03° 08' 48" W, 248.74 feet to an iron rod set for corner in the north line of that certain tract of land conveyed by deed from Chung-Cheng Hong to Anna Liz Hong recorded under Document Number 2014-15601, Real Property Records, Denton County, Texas;

THENCE N 87° 09' 57" W, 350.25 feet with said north line of said Hong tract and with the north line of said Riley tract to the PLACE OF BEGINNING and containing 2.000 acres of land.

Attachment: Draft Ordinance (4 3-Year 2017 Agreements – Zoning)

EXHIBIT B
Property Exhibit Including any and all adjacent rights-of-way



Attachment: Draft Ordinance (4 3-Year 2017 Agreements – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: February 9, 2021
Re: 20-05 Annexation Second Public Hearing

Action Requested:
The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-05 Annexation Second Public Hearing) (Mohan)

The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-05 Annexation Second Public Hearing) (Mohan)

1) Collin CAD Property ID 985679, being an approximate 19.80 acre tract of land in Collin County, Texas, legally described as Abstract No. 665 in the P Newsome Survey, Tract 3; generally located west of County Road 58 and 2,400 feet south of County Road 60,

2) Collin CAD Property ID 991029, being an approximate 30.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 131 in the B.B.B. & C.R.R. Survey, Tract 7; generally located approximately 2,600 feet west of County Road 58 and approximately 4,300 feet south of County Road 60,

3) Collin CAD Property ID 2725112, being an approximate 297.05 acre tract of land in Collin County, Texas, legally described as Abstract No. 11 in the W P Allen Survey, Tract 1; generally located approximately 2,300 feet west of County Road 58 and south of County Road 60,

4) Collin CAD Property ID 2120501, being an approximate 23.87 acre tract of land in Collin County, Texas, legally described as Abstract No. 130 in the B.B.B. & C.R.R. Survey, Tract 4; generally located at the northeast corner of County Road 132 and County Road 130,

5) Collin CAD Property ID 2663798 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 1; generally located north of Carthage Road and approximately 1,900 feet west of the BNSF Railroad,

6) Collin CAD Property ID 1497749 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 2; generally located north of Carthage Road and approximately 1,500 feet west of the BNSF Railroad,

7) Collin CAD Property ID 1497758 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 3; generally located north of Carthage Road and approximately 1,100 feet west of the BNSF Railroad,

8) Collin CAD Property ID 1497767 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 4; generally located north of Carthage Road and approximately 665 feet west of the BNSF Railroad,

9) Collin CAD Property ID 2758470 being an approximate 15.80 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 5; generally located north of Carthage Road and approximately 250 feet west of the BNSF Railroad,

10) Collin CAD Property ID 1497785 being an approximate 17.24 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 6; generally located north of Carthage Road and west of the BNSF Railroad,

11) Collin CAD Property ID 963443, being an approximate 25.55 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 2; generally located west of Legacy Drive and approximately 200 feet north of Carey Road,

12) Collin CAD Property ID 2120832, being an approximate 25.74 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 1; generally located at the southeast corner of Legacy Drive and Carey Road,

13) Collin CAD Property ID 963452, being an approximate 25.54 acre tract of land in Collin County, Texas, legally described as Abstract No. 262 in the William Deavenport Survey, Tract 3; generally located west of Legacy Drive and approximately 450 feet south of Carey Road,

14) Collin CAD Property 2718652, being an approximate 11.88 acre tract of land in Collin County, Texas, legally described as Abstract No. 931 in the T & P Ry Co Survey, Tract 4; generally located approximately 3,300 feet south of County Road 107 and approximately 1,400 feet east of Preston Road,

15) Collin CAD Property ID 2718653, being an approximate 18.79 acre tract of land in Collin County, Texas, legally described as Abstract No. 533 in the W C Lewis Survey, Tract 6; generally located approximately 2,500 feet south of County Road 107 and approximately 1,100 feet east of Preston Road,

16) Collin CAD Property ID 2718698, being an approximate 44.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 247 in the John Davis Survey, Tract 3; generally located south of County Road 107 and approximately 550 feet east of Preston Road,

17) Collin CAD Property ID 998727, being an approximate 63.47 acre tract of land in Collin County, Texas, legally described Abstract No. 983 in the JB Wilmeth Survey, Tract 1; generally located west of Custer Road and approximately 900 feet south of Sunset Boulevard,

18) Collin CAD Property ID1013575, being an approximate 4.50 acre tract of land in Collin County,

Texas, legally described as Abstract No. 985 in the JB Wilmeth Survey, Tract 1; generally located approximately 500 feet west of Custer Road and south of Sunset Boulevard,

19) Collin CAD Property ID1014280, being an approximate 12.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 1032 in the JB Wilmeth Survey, Tract 1; generally located at the southwest corner of Sunset Boulevard and Custer Road.

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation

Staff Recommendation:
NA

Attachment: Location Map (20-05 Annexation Second Public Hearing)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 6/23/2020

Legend

- Ultimate Boundary
- Potential Annexations
- Development Agreement

N
W E
S

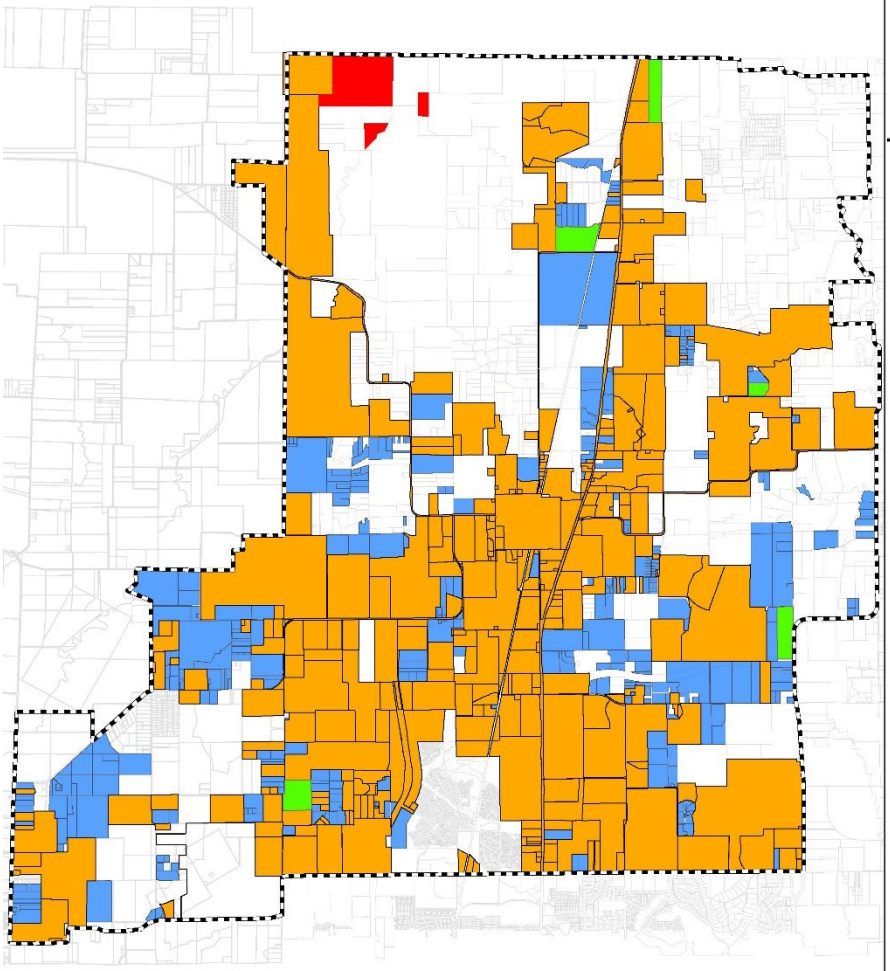
0 4,450 8,900 Feet

Annexation 20-05

City Council

February 9, 2021

Attachment: Staff Presentation (20-05 Annexation Second Public Hearing)



Annexation Map

Legend

- Ultimate Boundary
- Voluntary Petition
- Potential Annexations

Attachment: Staff Presentation (20-05 Annexation Second Public Hearing)

Annexation Fast Facts

- No resident has been annexed since 2017 State law changes
- Nearly 600 property owners have found value in signing a deferral agreement that continues and does not interrupt their rural lifestyle
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

Attachment: Staff Presentation (20-05 Annexation Second Public Hearing)

Policy Points

- City tax payers subsidize services and infrastructure to county residents in the ETJ
- The growth policy commits to orderly and well-managed growth where developers shoulder the cost of new infrastructure, projects are built to safety codes, and the property values are protected

Attachment: Staff Presentation (20-05 Annexation Second Public Hearing)

Annexation Timeline

- ~~July 14, 2020 – Annexation Resolution~~
- ~~August 11, 2020 – 1st Public Hearing~~
- ~~January 12, 2021 – Petition Verification~~
- February 9, 2021 – 2nd Public Hearing
- March 9, 2021 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (20-05 Annexation Second Public Hearing)

Recommendation

- Staff recommends approval

Attachment: Staff Presentation (20-05 Annexation Second Public Hearing)

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:	February 9, 2021
Re:	Mustang Lakes - PD Amendment

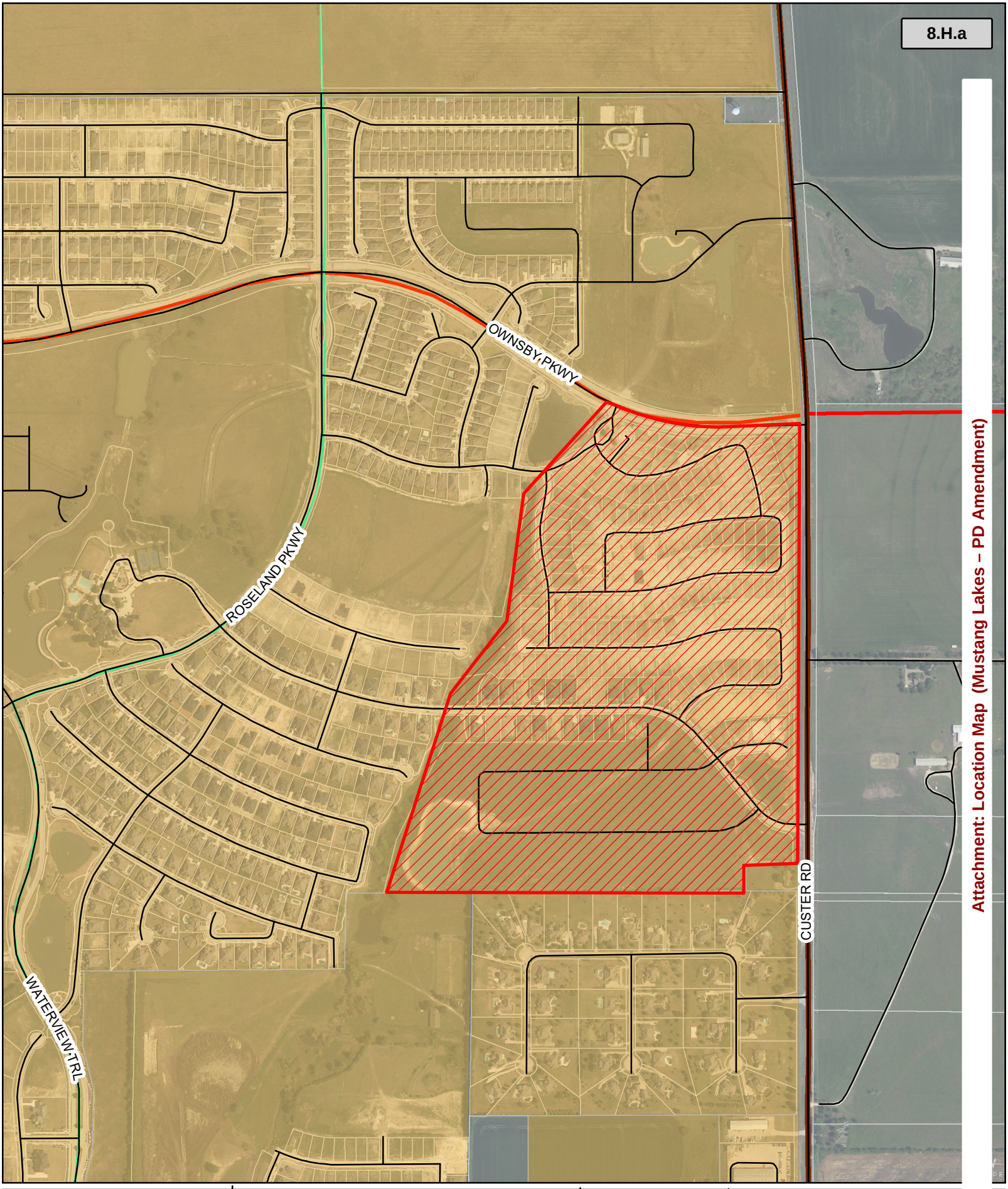
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 50 on approximately 106 acres, generally located at the southwest corner of Ownsby Parkway and Custer Road. (Mustang Lakes – PD Amendment) (Mohan)

Applicant:
Cambridge Companies
8750 N. Central Expressway, Suite#1735
Dallas, TX 75231

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Mustang Lakes – PD Amendment)

CELINA TEXAS EST. 1876
Life Connected.

Mustang Lakes - Rezoning Location Map

Date: 12/31/2020

Legend

- Subject Property
- Roads
- City Limits
- Parcels

N
W E
S

0 Feet

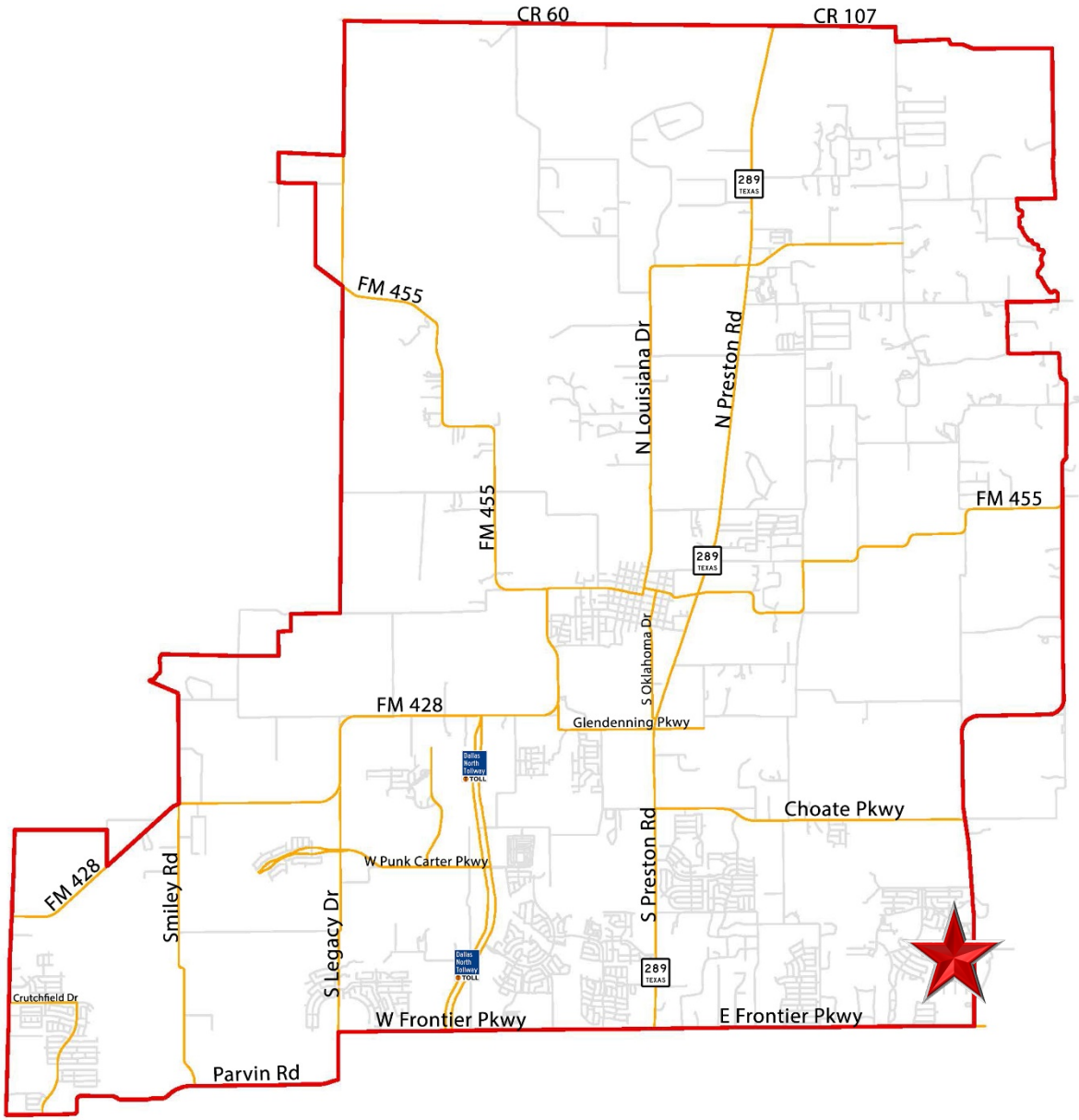
Mustang Lakes – Neighborhood II

Planned Development Amendment

City Council

February 9, 2021

Attachment: Staff Presentation (Mustang Lakes – PD Amendment)



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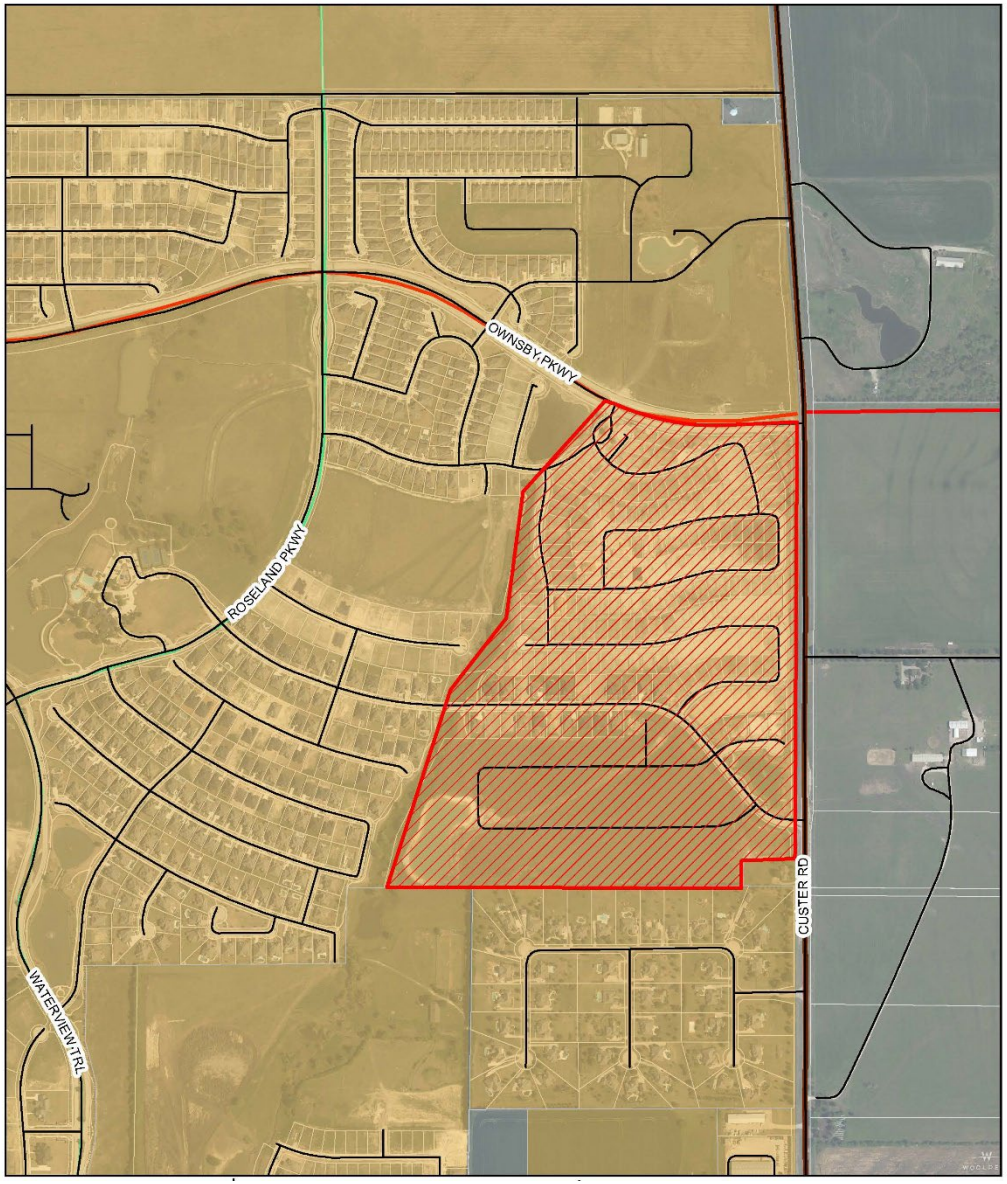

Location Map

The subject property is Neighborhood II of the Mustang Lakes master planned community, generally south of Ownsby Parkway and west of FM 2478

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Background

- Neighborhood II is approximately 106 acres and located in the City Limits
- The governing PD #50 was approved in 2016
- The applicant's request is to amend the PD to replace the required one-acre lots in Neighborhood II with 17,500 sq. ft. lots (*approximately 40% of an acre*)

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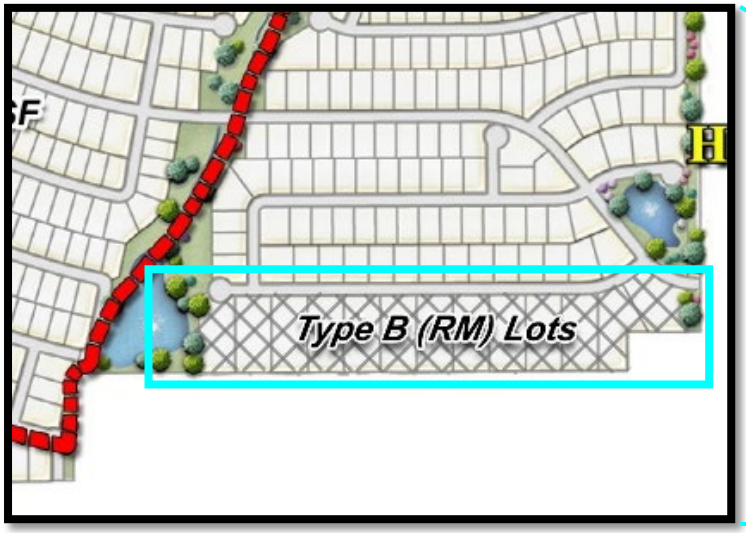
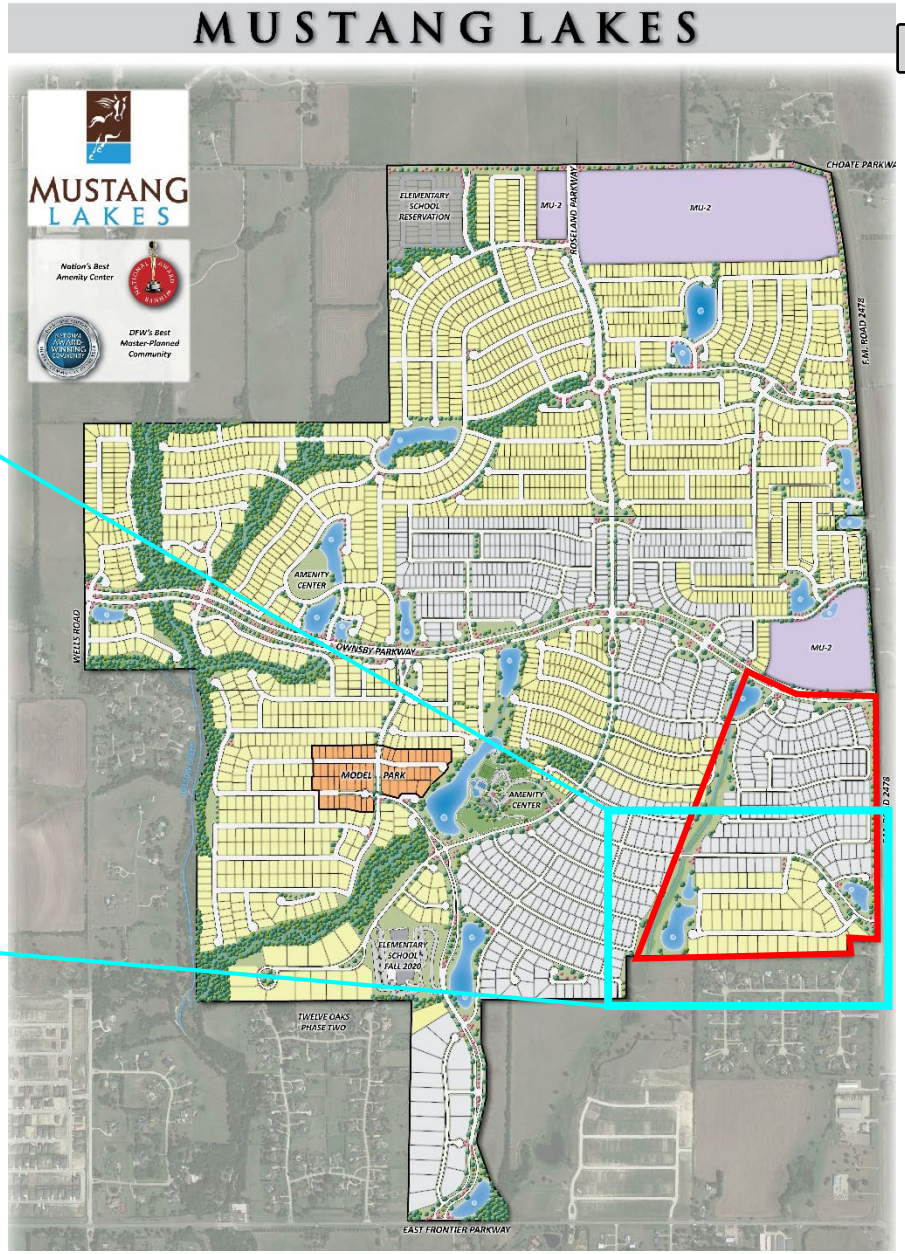
Concept Plan





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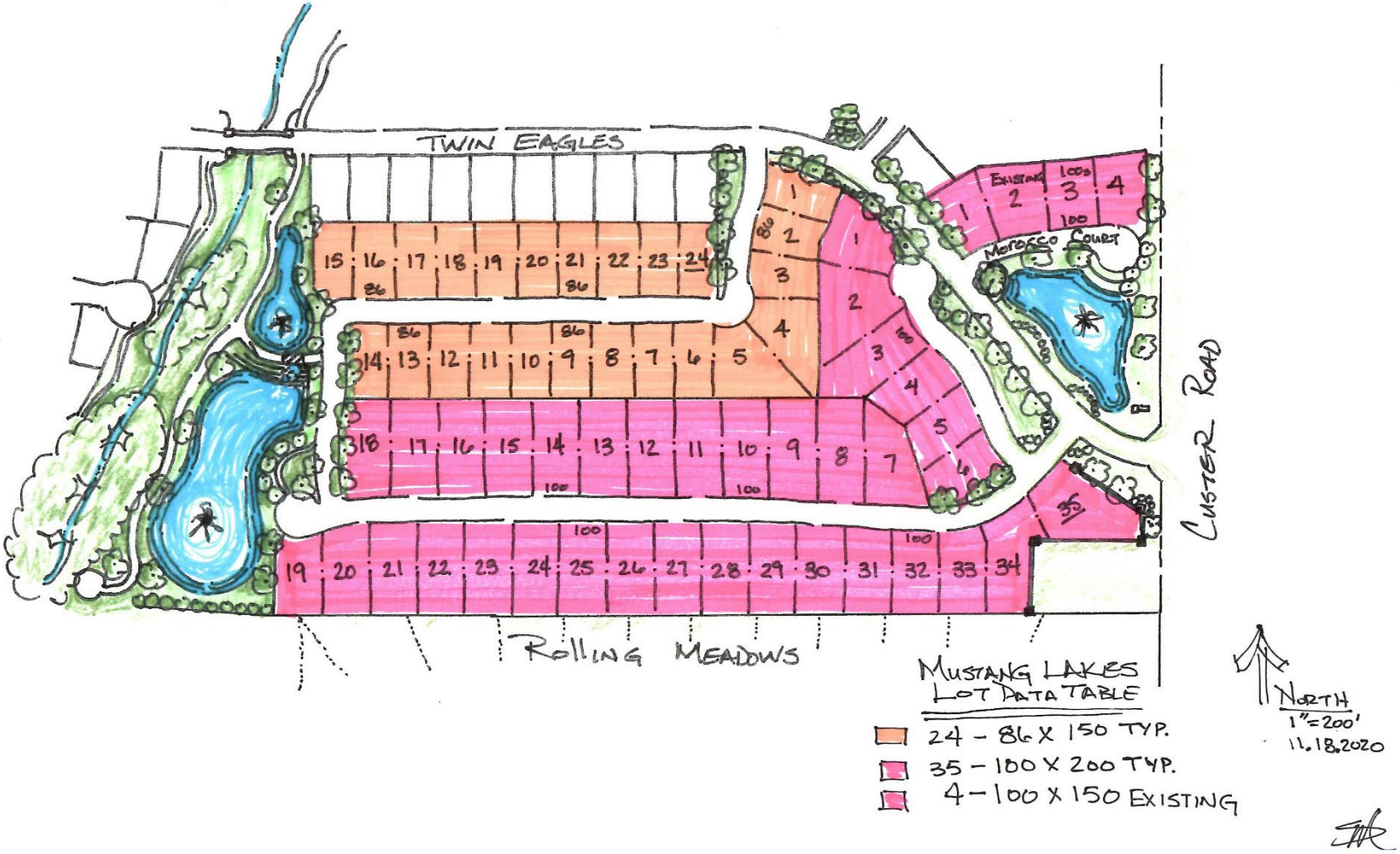
Rendering



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Amendment Summary

- Changing 1 acre lots (12) to 17,500 sf lots along southern boundary with Rolling Meadows
- Lot Mix Changes:
  - 1 acre lots: 12 to 0
  - 100’ wide lots: 14 to 35 (increase)
  - 84’ wide lots: 30 to 24 (decrease)
  - Total Lot Count: 56 to 59

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Policy Considerations

- The proposed amendment to the lot mix is relatively minor
- It is not uncommon nor unexpected for market adjustments to be made to the lot mix over time
- Wellspring received approval for a similar request along the western boundary with Rolling Meadows

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Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its January 19th regular meeting
- Staff recommends approval as presented

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CITY OF CELINA, TEXAS

ORDINANCE 2021-____
MUSTANG LAKES
AN AMENDMENT TO PLANNED DEVELOPMENT #50

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 681.999 ACRES LOCATED SITUATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF FM 2478 AND SOUTH OF BRINKMANN DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 50; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, this Ordinance amends PD #50, which has previously been amended by ordinance 2016-06.

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Paving & Screening Plan, Trails & Open Space Plan, Side Yard Fencing Detail, and Development Regulations, set forth in Exhibit "C", "D", "E", "F" and "G", respectively, 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

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zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 50 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Paving & Screening Plan
Exhibit E:	Trails & Open Space Plan
Exhibit F:	Side Yard Fencing & Landscape Detail
Exhibit G:	Development Regulations

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, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 50, and incorporates the Concept Plan attached hereto as Exhibit "C", the Paving & Screening Plan attached hereto as Exhibit "D", the Trails & Open Space Plan attached hereto as Exhibit "E", the Side Yard Fencing Detail as Exhibit "F", and the Development Regulations attached hereto as Exhibit "G".

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the Concept Plan set forth in Exhibit "C"; the Development Standards set forth in Exhibit "G" and all other applicable ordinances, rules, and regulations of the City.

SECTION 5
REVISION OF ZONING MAP

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

SECTION 6
COMPLIANCE REQUIRED

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

SECTION 7
PENALTY

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

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10

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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 while 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.

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of February, 2021.

_____
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 (Mustang Lakes – PD Amendment)

Exhibit A
LEGAL DESCRIPTION
Overall Development

BEING a tract of land located in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas and being a part of a called 632.051 acre tract of land described in Deed to Twin Eagles, Ltd. recorded in County Clerk's Document Number 96-0013989, Deed Records, Collin County, Texas and being a part of a called 12.686 acre tract of land described in Deed to Robert S. Folsom, Trustee of the Twin Eagles Qualified Personal Residence Trust recorded in County Clerk's Document Number 95-0093145, Deed Records, Collin County, Texas and being a part of a called 50.00 acre tract of land described in Deed to Twin Eagles Ltd. recorded in Volume 4826, Page 2205, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the North line of Farm-To-Market Road 1461, a variable width right-of-way, at the Southwest corner of a called 19.93 acre tract of land described in Deed to Debra Folsom Jarma and Don M. Jarma recorded in Volume 3790, Page 267, Deed Records, Collin County, Texas, said point being the Southeast corner of said 50.00 acre tract;

THENCE South 89 degrees 41 minutes 18 seconds West, along the North line of said Farm-To-Market Road 1461, a distance of 750.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a 1/2 inch iron found bears South 76 degrees 31 minutes 14 seconds West, a distance of 2.08 feet;

THENCE South 89 degrees 16 minutes 18 seconds West, continuing long the North line of said Farm-To-Market Road 1461, a distance of 231.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southwest corner of Lot 30, Block C of TWELVE OAKS PHASE II, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet P, Slide 486, Map Records, Collin County, Texas, from which a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D RPLS 5439" bears South 06 degrees 27 minutes 24 seconds West, a distance of 0.32 feet;

THENCE North 00 degrees 54 minutes 55 seconds East, along the West line of said TWELVE OAKS PHASE II, a distance of 2,206.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the South line of said 632.051 acre tract at the Northeast corner of Lot 18, Block C of said TWELVE OAKS PHASE II, from which a !/2 inch iron rod with a yellow plastic cap stamped "ROOME" bears South 50 degrees 24 minutes 07 seconds West, a distance of 0.44 feet;

THENCE South 89 degrees 37 minutes 23 seconds West, along the North line of said TWELVE OAKS PHASE II, a distance of 2,146.50 feet to a 3/8 inch iron rod found at the Southwest corner of said 632.051 acre tract;

THENCE North 00 degrees 07 minutes 29 seconds East, along the West line of said 632.051 acre tract, a distance of 1,637.32 feet to a point for corner in the approximate centerline of Wilson Creek and in the East line of Lot 5, Block A of WILSON CREEK ESTATES, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet J, Slide 605, Map Records, Collin County, Texas;
THENCE Northerly, along the East line of said WILSON CREEK ESTATES and the approximate centerline of said Wilson Creek, the following five (5) courses and distances;
North 39 degrees 31 minutes 50 seconds East, a distance of 1.00 feet to a point for corner;
North 14 degrees 09 minutes 54 seconds East, a distance of 67.24 feet to a point for corner;
North 01 degrees 45 minutes 24 seconds West, a distance of 113.30 feet to a point for corner;
North 08 degrees 43 minutes 39 seconds West, a distance of 137.99 feet to point for corner;

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North 02 degrees 14 minutes 13 seconds West, a distance of 113.37 feet to point at the Southeast corner of WILSON CREEK ESTATES 2, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet K, Slide 192, Map Records, Collin County, Texas;
THENCE Northerly, along the East line of said WILSON CREEK ESTATES 2 and the approximate centerline of said Wilson Creek, the following eight (8) courses and distances;
North 15 degrees 56 minutes 43 seconds East, a distance of 284.21 feet to point for corner;
North 27 degrees 49 minutes 29 seconds East, a distance of 53.72 feet to a point for corner;
North 13 degrees 03 minutes 17 seconds East, a distance of 109.39 feet to point for corner;
North 10 degrees 02 minutes 27 seconds West, a distance of 235.76 feet to point for corner;
North 04 degrees 58 minutes 53 seconds East, a distance of 56.26 feet to a point for corner;
North 05 degrees 12 minutes 56 seconds West, a distance of 121.33 feet to point for corner;
North 09 degrees 39 minutes 44 seconds West, a distance of 165.65 feet to point for corner;
North 01 degrees 30 minutes 36 seconds East, a distance of 45.98 feet to a point for corner in the South line of a called 185.094 acre tract of land described as Tract One in Deed to J. Baxter Brinkman recorded in County Clerk's Document Number 92-0052450, Deed Records, Collin County, Texas, from which a 3/4 inch iron rod found bears South 89 degrees 38 minutes 46 seconds West; a distance of 39.22 feet;
THENCE North 89 degrees 38 minutes 46 seconds East, along the common line of said 185.094 acre tract and said 632.051 acre tract, a distance of 1,947.39 feet to a 1/2 inch iron rod found for corner;
THENCE North 00 degrees 14 minutes 27 seconds West, along the common line of said 185.094 acre tract and said 632.051 acre tract, a distance of 1,721.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southwest corner of a called 5.384 acre tract of land described as Tract Two in Deed to J. Baxter Brinkman recorded in County Clerk's Document Number 92-0052450, Deed Records, Collin County, Texas, from which a 1/2 inch iron rod found bears South 85 degrees 18 minutes 16 seconds West, a distance of 1.01 feet;
THENCE Easterly, along the common line of said 5.384 acre tract and said 632.051 acre tract, the following six (6) courses and distances:
North 89 degrees 48 minutes 09 seconds East, a distance of 2,167.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLLIS RPLS 1764" found for corner;
North 89 degrees 49 minutes 55 seconds East, a distance of 465.82 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a 1/2 inch iron rod found bears South 35 degrees 46 minutes 01 seconds West, a distance of 0.39 feet;
North 89 degrees 47 minutes 20 seconds East, a distance of 305.39 feet to a 1/2 inch iron rod found for corner;
North 89 degrees 51 minutes 51 seconds East, a distance of 816.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
South 89 degrees 56 minutes 24 seconds East, a distance of 311.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
North 89 degrees 42 minutes 42 seconds East, a distance of 330.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Northwest corner of a called 1.0000 acre tract of land described in Deed to Danville Water Supply Corporation recorded in Volume 1992, Page 738, Deed Records, Collin County, Texas;
THENCE South 00 degrees 15 minutes 01 seconds East, along the common line of said 1.0000 acre tract and said 632.051 acre tract, a distance of 146.88 feet to a 1/2 inch iron rod found for corner;
THENCE North 89 degrees 44 minutes 59 seconds East, continuing along the common line of said 1.0000 acre tract and said 632.051 acre tract a distance of 299.37 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the West line of Farm-To-Market Road 2478, a variable width right-of-way, from which a 1/2 inch iron rod found bears South 89 degrees 44 minutes 59 seconds East, a distance of 0.33 feet;
THENCE Southerly, along the West line of said Farm-To-Market Road 2478, the following eight (8) courses and distances:

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South 04 degrees 07 minutes 13 seconds East, a distance of 113.40 feet to a wood right-of-way marker found for corner;
South 03 degrees 46 minutes 13 seconds East, a distance of 525.05 feet to a 1/2 inch iron rod found for corner;
South 01 degrees 56 minutes 26 seconds West, a distance of 100.50 feet to a nail found in wood right-of-way marker for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 200.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a wood right-of-way marker found bears North 78 degrees 39 minutes 45 seconds West, a distance of 0.95 feet;
South 09 degrees 28 minutes 51 seconds East, a distance of 100.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
South 03 degrees 46 minutes 13 seconds East, a distance of 415.90 feet to a wood right-of-way marker found for corner at the beginning of a curve to the right having a central angle of 03 degrees 41 minutes 00 seconds, a radius of 5,679.58 feet and a chord bearing and distance of South 01 degrees 55 minutes 43 seconds East, 365.06 feet;
Southerly, along said curve to the right, an arc distance of 365.12 feet to a wood right-of-way marker found for corner;
South 00 degrees 05 minutes 13 seconds East, a distance of 2,278.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Northeast corner of a called 1.000 acre tract of land described in Deed to Rhea's Mill Baptist Church recorded in Volume 1745, Page 773, Deed Records, Collin County, Texas, from which a 1/2 inch square pipe found bears South 89 degrees 48 minutes 02 seconds West, a distance of 1.07 feet;
THENCE South 89 degrees 48 minutes 02 seconds West, a distance of 291.81 feet to a 1/2 inch iron rod found at the Northwest corner of said Rhea's Mill Baptist Church tract;
THENCE South 00 degrees 20 minutes 34 seconds East, a distance of 150.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the North line of Lot 4 of ROLLING MEADOWS ESTATES, an Addition to Collin County, Texas according to the Plat thereof recorded in Cabinet P, Slide 486, Map Records, Collin County, Texas;
THENCE South 89 degrees 40 minutes 07 seconds West, along the common line of said ROLLING MEADOWS ESTATES and said 632.051 acre tract, passing at a distance of 1,509.89 feet a 1 inch iron rod found at the Northwest corner of said ROLLING MEADOWS ESTATES and the Northeast corner of a called 81.104 acre tract described in Deed to Debra F. Jarma and Don M. Jarma recorded in County Clerk's Document Number 95-0092267, Deed Records, Collin County, Texas and continuing along the common line of said 81.104 acre tract and said 632.051 acre tract, in all for a total distance of 2,209.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
THENCE South 00 degrees 52 minutes 41 seconds West, along the common line of said 81.104 acre tract and said 632.051 acre tract, a distance of 421.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
THENCE South 89 degrees 27 minutes 07 seconds West, continuing along the common line of said 81.104 acre tract and said 632.051 acre tract, a distance of 1,159.85 feet to a 1/2 inch iron square pipe found at the Northwest corner of said 81.104 acre tract and the Northeast corner of a called 11.252 acre tract of land described in Deed to Debra F. Jarma and Don M. Jarma recorded in Volume 4973, Page 3420, Deed Records, Collin County, Texas;
THENCE South 89 degrees 24 minutes 47 seconds West, along the common line of said 11.252 acre tract and said 632.051 acre tract, a distance of 281.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Northwest corner of said 11.252 acre tract;
THENCE Southerly, along the West line of said 11.252 acre tract, the following six (6) courses and distances:
South 00 degrees 55 minutes 08 seconds West, a distance of 420.00 feet to a 1/2 inch iron rod with a yellow

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plastic cap stamped "DAA" set for corner;
South 14 degrees 29 minutes 02 seconds East, a distance of 241.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
South 00 degrees 55 minutes 08 seconds West, a distance of 320.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
South 12 degrees 45 minutes 08 seconds West, a distance of 449.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
South 19 degrees 10 minutes 32 seconds East, a distance of 436.57 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
South 33 degrees 22 minutes 42 seconds East, a distance of 288.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the West line of said 19.93 acre tract;
THENCE South 01 degrees 56 minutes 48 seconds West, along the West line of said 19.93 acre tract, a distance of 139.88 feet to the POINT OF BEGINNING and containing 681.999 acres of land, more or less.

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LEGAL DESCRIPTION
NEIGHBORHOOD I
70.650 ACRES

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas and being part of that tract of land described in Deed to Celina 682 Partners, L.P., as recorded in Document No. 20060419000517060, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the north line of Farm to Market Road No. 1461, a variable width right-of-way, for the common southwest corner of said Celina 682 Partners, L.P. tract and southeast corner of Lot 30, Block C of TWELVE OAKS PHASE II, an Addition to the City of Celina, Collin County, Texas according to the Plat thereof recorded in Cabinet P, Slide 486, Map Records, Collin County, Texas, from which point a 1/2 inch iron rod with yellow plastic cap stamped "EC&D RPLS 5439" found bears South 06 degrees 27 minutes 24 seconds West, 0.32 feet;

THENCE North 00 degrees 54 minutes 55 seconds East, leaving said north line and with the common west line of said Celina 682 Partners, L.P. tract and east line of said Addition, a distance of 2,206.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the northeast corner of Lot 18, Block C of said Addition, from which point a 1/2 inch iron rod with a yellow plastic cap stamped "ROOME" bears South 50 degrees 24 minutes 07 seconds West, 0.44 feet;

THENCE South 89 degrees 37 minutes 23 seconds West, leaving said common line and with the common south line of said Celina 682 Partners, L.P. tract and north line of said Addition, a distance of 2,146.50 feet to a 3/8 inch iron rod found for the most westerly southwest corner of said Celina 682 Partners, L.P. tract;

THENCE North 00 degrees 07 minutes 29 seconds East, leaving said common line and with the west line of said Celina 682 Partners, L.P. tract, a distance of 343.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 67 degrees 56 minutes 34 seconds East, leaving said west line, a distance of 1,667.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 55 degrees 13 minutes 20 seconds East, a distance of 294.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 12 degrees 16 minutes 43 seconds, a radius of 850.00 feet and a chord bearing and distance of South 28 degrees 38 minutes 18 seconds West, 181.81 feet;

THENCE Southwesterly, with said curve to the left, an arc distance of 182.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the right having a central angle of 02 degrees 13 minutes 49 seconds, a radius of 500.00 feet and a chord bearing and distance of South 23 degrees 36 minutes 51 seconds West, 19.46 feet;

THENCE Southwesterly, with said curve to the right, an arc distance of 19.46 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 55 degrees 16 minutes 14 seconds East, a distance of 251.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a

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central angle of 31 degrees 45 minutes 21 seconds, a radius of 1,000.00 feet and a chord bearing and distance of South 71 degrees 08 minutes 55 seconds East, 547.18 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 554.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 87 degrees 01 minutes 36 seconds East, a distance of 27.44 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 34 degrees 53 minutes 25 seconds, a radius of 550.00 feet and a chord bearing and distance of South 14 degrees 28 minutes 18 seconds East, 329.77 feet;

THENCE Southerly, with said curve to the left, an arc distance of 334.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 31 degrees 55 minutes 01 seconds East, a distance of 270.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 89 degrees 04 minutes 52 seconds East, a distance of 171.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the east line of the above mentioned Celina 682 Partners, L.P. tract;

THENCE Southerly, with said east line, the following seven (7) courses and distances:

South 00 degrees 55 minutes 08 seconds West, a distance of 151.19 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 14 degrees 29 minutes 02 seconds East, a distance of 241.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 00 degrees 55 minutes 08 seconds West, a distance of 320.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 12 degrees 45 minutes 08 seconds West, a distance of 449.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 19 degrees 10 minutes 32 seconds East, a distance of 436.57 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 33 degrees 22 minutes 42 seconds East, a distance of 288.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 01 degrees 56 minutes 48 seconds West, a distance of 139.88 feet to a 5/8 inch iron rod found in the north line of the above mentioned Farm to Market Road No. 1461 for the southeast corner of the above mentioned Celina 682 Partners, L.P. tract;

THENCE South 89 degrees 41 minutes 18 seconds West, leaving said east line and with said north line, a distance of 750.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner, from which point a 1/2 inch iron rod found bears South 76 degrees 31 minutes 14 seconds West, 2.08 feet;

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THENCE South 89 degrees 16 minutes 18 seconds West, continuing with said north line, a distance of 231.01 feet to the **POINT OF BEGINNING** and containing 70.650 acres of land, more or less.

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

LEGAL DESCRIPTION
NEIGHBORHOOD II
105.345 ACRES

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas and being part of those tracts of land described in Deed to Celina 682 Partners, L.P., as recorded in Document No. 20060419000517050 and Document No. 20060419000517060, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the west line of Farm to Market Road No. 2478, a variable width right-of-way, for the common northeast corner of that tract of land described in Deed to Rhea's Mill Baptist Church, as recorded in Volume 1745, Page 773, Deed Records, Collin County, Texas and most easterly southeast corner of said Celina 682 Partners, L.P. tract recorded in Document No. 20060419000517060, from which point a 1/2 inch square pipe found bears South 89 degrees 48 minutes 02 seconds West, 1.07 feet;

THENCE South 89 degrees 48 minutes 02 seconds West, leaving said west line and with the common south line of said Celina 682 Partners, L.P. tract recorded in Document No. 20060419000517060 and north line of said Rhea's Mill Baptist Church tract, a distance of 291.81 feet to a 1/2 inch iron rod found for the northwest corner of said Rhea's Mill Baptist Church tract;

THENCE South 00 degrees 20 minutes 34 seconds East, with the common south line of Celina 682 Partners, L.P. tract and west line of said Rhea's Mill Baptist Church tract, a distance of 150.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the north line of ROLLING MEADOWS ESTATES, an Addition to the City of Celina, Collin County, Texas according to the Plat thereof recorded in Cabinet N, Slide 302, Map Records, Collin County, Texas, from which point a 1/2 inch iron rod found bears North 00 degrees 20 minutes 34 seconds East, 0.40 feet;

THENCE South 89 degrees 40 minutes 07 seconds West, with the common south line of said Celina 682 Partners, L.P. tract recorded in Document No. 20060419000517060 and said north line, passing at a distance of 1,509.89 feet a 1 inch iron rod found for the northwest corner of Lot 13 of said Addition, and continuing with said south line in all for a total distance of 1,953.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 16 degrees 53 minutes 15 seconds East, leaving said south line, a distance of 1,147.08 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 36 degrees 12 minutes 36 seconds East, a distance of 504.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 07 degrees 26 minutes 31 seconds East, a distance of 717.34 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 41 degrees 34 minutes 42 seconds East, a distance of 679.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 26 degrees 35 minutes 00 seconds, a radius of 1,500.00 feet and a chord bearing and distance of South 78 degrees 21 minutes 50 seconds East, 689.73 feet;

THENCE Easterly, with said curve to the left, an arc distance of 695.95 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

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THENCE North 88 degrees 20 minutes 40 seconds East, a distance of 387.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the above mentioned west line of Farm to Market Road No. 2478, said point being at the beginning of a non-tangent curve to the right having a central angle of 01 degrees 34 minutes 07 seconds, a radius of 5,679.58 feet and a chord bearing and distance of South 00 degrees 52 minutes 16 seconds East, 155.49 feet;

THENCE Southerly, with said west line and said curve to the right, an arc distance of 155.50 feet to a wood right-of-way marker found for corner;

THENCE South 00 degrees 05 minutes 13 seconds East, continuing with said west line, a distance of 2,278.15 feet to the **POINT OF BEGINNING** and containing 105.345 acres of land, more or less.

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

LEGAL DESCRIPTION
NEIGHBORHOOD III
226.137 ACRES

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas and being part of those tracts of land described in Deed to Celina 682 Partners, L.P., as recorded in Document No. 20060419000517050 and Document No. 20060419000517060, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch square pipe found in the south line of said Celina 682 Partners, L.P. tract recorded in Document No. 20060419000517060 for the common northwest corner of that tract of land described in Deed to Debra F. Jarma and Don M. Jarma, as recorded in Document No. 95-0092267, Deed Records, Collin County, Texas and northeast corner of that tract of land described in Deed to Debra F. Jarma and Don M. Jarma, as recorded in Volume 4973, Page 3420, Deed Records, Collin County, Texas;

THENCE South 89 degrees 24 minutes 47 seconds West, with said south line, a distance of 281.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for an interior ell corner of said Celina 682 Partners, L.P. tract recorded in Document No. 20060419000517060;

THENCE South 00 degrees 55 minutes 08 seconds West, with the east line of said Celina 682 Partners, L.P. tract recorded in Document NO. 20060419000517060, a distance of 268.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 89 degrees 04 minutes 52 seconds West, leaving said east line, a distance of 171.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 31 degrees 55 minutes 01 seconds West, a distance of 270.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 34 degrees 53 minutes 25 seconds, a radius of 550.00 feet and a chord bearing and distance of North 14 degrees 28 minutes 18 seconds West, 329.77 feet;

THENCE Northerly, with said curve to the right, an arc distance of 334.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 87 degrees 01 minutes 36 seconds West, a distance of 27.44 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 31 degrees 45 minutes 21 seconds, a radius of 1,000.00 feet and a chord bearing and distance of North 71 degrees 08 minutes 55 seconds West, 547.18 feet;

THENCE Westerly, with said curve to the right, an arc distance of 554.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 55 degrees 16 minutes 14 seconds West, a distance of 251.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 02 degrees 13 minutes 49 seconds, a radius of 500.00 feet and a chord bearing and distance of North 23 degrees 36 minutes 51 seconds East, 19.46 feet;

THENCE Northerly, with said curve to the left, an arc distance of 19.46 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the right having a

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central angle of 12 degrees 16 minutes 43 seconds, a radius of 850.00 feet and a chord bearing and distance of North 28 degrees 38 minutes 18 seconds East, 181.81 feet;

THENCE Northerly, with said curve to the right, an arc distance of 182.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 55 degrees 13 minutes 20 seconds West, a distance of 294.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 67 degrees 56 minutes 34 seconds East, a distance of 102.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 32 degrees 19 minutes 37 seconds East, a distance of 1,393.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 47 degrees 58 minutes 00 seconds East, a distance of 148.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 59 degrees 39 minutes 36 seconds East, a distance of 391.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 24 degrees 30 minutes 59 seconds East, a distance of 385.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 07 degrees 18 minutes 31 seconds East, a distance of 595.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 12 degrees 30 minutes 20 seconds West, a distance of 201.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 77 degrees 29 minutes 40 seconds East, a distance of 258.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 07 degrees 03 minutes 51 seconds, a radius of 1,000.00 feet and a chord bearing and distance of North 73 degrees 57 minutes 45 seconds East, 123.21 feet;

THENCE Easterly, with said curve to the left, an arc distance of 123.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 70 degrees 25 minutes 49 seconds East, a distance of 323.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 19 degrees 22 minutes 19 seconds, a radius of 1,200.00 feet and a chord bearing and distance of North 80 degrees 06 minutes 59 seconds East, 403.80 feet;

THENCE Easterly, with said curve to the right, an arc distance of 405.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 89 degrees 48 minutes 09 seconds East, a distance of 163.21 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 33 degrees 49 minutes 45 seconds, a radius of 1,200.00 feet and a chord bearing and distance of South 73 degrees 16 minutes 59 seconds East, 698.27 feet;

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THENCE Easterly, with said curve to the right, an arc distance of 708.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 56 degrees 22 minutes 06 seconds East, a distance of 716.66 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 08 degrees 42 minutes 14 seconds, a radius of 1,500.00 feet and a chord bearing and distance of South 60 degrees 43 minutes 13 seconds East, 227.65 feet;

THENCE Easterly, with said curve to the left, an arc distance of 227.87 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 41 degrees 34 minutes 42 seconds West, a distance of 679.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 07 degrees 26 minutes 31 seconds West, a distance of 717.34 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 36 degrees 12 minutes 36 seconds West, a distance of 504.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 16 degrees 53 minutes 15 seconds West, a distance of 1,147.08 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the south line of the above mentioned Celina 682 Partners, L.P. tract recorded in Document No. 20060419000517060, Deed Records, Collin County, Texas;

THENCE Westerly, with said south line, the following three (3) courses and distances:

South 89 degrees 40 minutes 07 seconds West, 256.60 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 00 degrees 52 minutes 41 seconds West, a distance of 421.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 89 degrees 27 minutes 07 seconds West, a distance of 1,159.85 feet to the **POINT OF BEGINNING** and containing 226.137 acres of land, more or less.

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LEGAL DESCRIPTION
NEIGHBORHOOD IV
136.004 ACRES

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas and being part of that tract of land described in Deed to Celina 682 Partners, L.P., as recorded in Document No. 20060419000517060, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the common southeast corner of that tract of land described as Tract One in Deed to J. Baxter Brinkmann, as recorded in Document No. 92-0052450, Deed Records, Collin County, Texas and an interior ell corner of said Celina 682 Partners, L.P. tract;

THENCE North 00 degrees 14 minutes 27 seconds West, with the common east line of said Tract One tract and west line of said Celina 682 Partners, L.P. tract, a distance of 364.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 89 degrees 48 minutes 09 seconds East, leaving said common line, a distance of 226.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 12 degrees 18 minutes 29 seconds, a radius of 2,000.00 feet and a chord bearing and distance of North 83 degrees 38 minutes 55 seconds East, 428.80 feet;

THENCE Easterly, with said curve to the left, an arc distance of 429.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 77 degrees 29 minutes 40 seconds East, a distance of 391.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 12 degrees 30 minutes 20 seconds East, a distance of 201.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 07 degrees 18 minutes 31 seconds West, a distance of 595.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 24 degrees 30 minutes 59 seconds West, a distance of 385.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 59 degrees 39 minutes 36 seconds West, a distance of 391.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 47 degrees 58 minutes 00 seconds West, a distance of 148.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 32 degrees 19 minutes 37 seconds West, a distance of 1,393.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 67 degrees 56 minutes 34 seconds West, a distance of 1,770.19 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the west line of the above mentioned Celina 682 Partners, L.P. tract;

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THENCE Northerly, with said west line, the following fourteen (14) courses and distances:

North 00 degrees 07 minutes 29 seconds East, a distance of 1,292.23 feet to a point for corner;

North 14 degrees 09 minutes 54 seconds East, a distance of 69.85 feet to a point for corner;

North 01 degrees 45 minutes 24 seconds West, a distance of 113.30 feet to a point for corner;

North 08 degrees 43 minutes 39 seconds West, a distance of 137.99 feet to a point for corner;

North 02 degrees 14 minutes 13 seconds West, a distance of 113.37 feet to a point for corner;

North 15 degrees 56 minutes 43 seconds East, a distance of 284.21 feet to a point for corner;

North 27 degrees 49 minutes 29 seconds East, a distance of 53.72 feet to a point for corner;

North 13 degrees 03 minutes 17 seconds East, a distance of 109.39 feet to a point for corner;

North 10 degrees 02 minutes 27 seconds West, a distance of 235.76 feet to a point for corner;

North 04 degrees 58 minutes 53 seconds East, a distance of 56.26 feet to a point for corner;

North 05 degrees 12 minutes 56 seconds West, a distance of 121.33 feet to a point for corner;

North 09 degrees 39 minutes 44 seconds West, a distance of 165.65 feet to a point for corner;

North 01 degrees 30 minutes 36 seconds East, a distance of 45.98 feet to a point for corner in the south line of the above mentioned Tract One, from which point a 3/4 inch iron rod found bears South 89 degrees 38 minutes 46 seconds West, 39.22 feet;

North 89 degrees 38 minutes 46 seconds East, with said south line, a distance of 1,947.39 feet to the **POINT OF BEGINNING** and containing 136.004 acres of land, more or less.

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

LEGAL DESCRIPTION
NEIGHBORHOOD V
59.246 ACRES

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas and being part of that tract of land described in Deed to Celina 682 Partners, L.P., as recorded in Document No. 20060419000517060, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the east line of that tract of land described as Tract One in Deed to J. Baxter Brinkmann, as recorded in Document No. 92-0052450, Deed Records, Collin County, Texas for the common most northerly northwest corner of said Celina 682 Partners, L.P. tract and southwest corner of that tract of land described as Tract Two in Deed to J. Baxter Brinkmann, as recorded in Document No. 92-0052450, Deed Records, Collin County, Texas;

THENCE North 89 degrees 48 minutes 09 seconds East, leaving said east line and with the common north line of said Celina 682 Partners, L.P. tract and south line of said Tract Two, a distance of 2,164.19 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which point a 1/2 inch iron rod with a yellow plastic cap stamped "COLLIS RPLS 1764" found for corner bears North 89 degrees 48 minutes 09 seconds East, 3.69 feet;

THENCE South 00 degrees 11 minutes 51 seconds East, leaving said common line, a distance of 963.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 89 degrees 48 minutes 09 seconds West, a distance of 54.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 19 degrees 22 minutes 19 seconds, a radius of 1,200.00 feet and a chord bearing and distance of South 80 degrees 06 minutes 59 seconds West, 403.80 feet;

THENCE Westerly, with said curve to the left, an arc distance of 405.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 70 degrees 25 minutes 49 seconds West, a distance of 323.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 07 degrees 03 minutes 51 seconds, a radius of 1,000.00 feet and a chord bearing and distance of South 73 degrees 57 minutes 45 seconds West, 123.21 feet;

THENCE Westerly, with said curve to the right, an arc distance of 123.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 77 degrees 29 minutes 40 seconds West, a distance of 650.08 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 12 degrees 18 minutes 29 seconds, a radius of 2,000.00 feet and a chord bearing and distance of South 83 degrees 38 minutes 55 seconds West, 428.80 feet;

THENCE Westerly, with said curve to the right, an arc distance of 429.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

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THENCE South 89 degrees 48 minutes 09 seconds West, a distance of 226.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the common west line of the above mentioned Celina 682 Partners, L.P. tract and east line of the above mentioned Tract One;

THENCE North 00 degrees 14 minutes 27 seconds West, with said common line, a distance of 1,356.93 feet to the **POINT OF BEGINNING** and containing 59.246 acres of land, more or less.

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

LEGAL DESCRIPTION
NEIGHBORHOOD VI
44.192 ACRES

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas and being part of that tract of land described in Deed to Celina 682 Partners, L.P., as recorded in Document No. 20060419000517060, Deed Records, Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the south line of that tract of land described as Tract Two in Deed to J. Baxter Brinkmann, as recorded in Document No. 92-0052450, Deed Records, Collin County, Texas for the common northwest corner of that tract of land described in Deed to Danville Water Supply Corporation, as recorded in Volume 1992, Page 738, Deed Records, Collin County, Texas and most northerly northeast corner of said Celina 682 Partners, L.P. tract;

THENCE Westerly, with the common north line of said Celina 682 Partners, L.P. tract and south line of said Tract Two, the following three (3) courses and distances:

South 89 degrees 42 minutes 42 seconds West, a distance of 330.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

North 89 degrees 56 minutes 24 seconds West, a distance of 311.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 89 degrees 51 minutes 51 seconds West, a distance of 23.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the **POINT OF BEGINNING** of the tract of land herein described;

THENCE South 00 degrees 17 minutes 18 seconds East, leaving said common line, a distance of 996.96 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 00 degrees 17 minutes 18 seconds East, a distance of 679.85 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having a central angle of 08 degrees 42 minutes 14 seconds, a radius of 1,500.00 feet and a chord bearing and distance of North 60 degrees 43 minutes 13 seconds West, 227.65 feet;

THENCE Northwesterly, with said curve to the right, an arc distance of 227.87 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 56 degrees 22 minutes 06 seconds West, a distance of 716.66 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 33 degrees 49 minutes 45 seconds, a radius of 1,200.00 feet and a chord bearing and distance of North 73 degrees 16 minutes 59 seconds West, 698.27 feet;

THENCE Northwesterly, with said curve to the left, an arc distance of 708.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 89 degrees 48 minutes 09 seconds West, a distance of 108.95 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

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THENCE North 00 degrees 11 minutes 51 seconds West, a distance of 963.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the common north line of the above mentioned Celina 682 Partners, L.P. tract and south line of the above mentioned Tract Two;

THENCE Easterly, with said common line, the following four (4) courses and distances:

North 89 degrees 48 minutes 09 seconds East, a distance of 3.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLLES RPLS 1764" found for corner;

North 89 degrees 49 minutes 55 seconds East, a distance of 465.82 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner, from which point a 1/2 inch iron rod found bears South 35 degrees 46 minutes 01 seconds West, 0.39 feet;

North 89 degrees 47 minutes 20 seconds East, a distance of 305.39 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 51 minutes 51 seconds East, a distance of 792.96 feet to the **POINT OF BEGINNING** and containing 44.192 acres of land, more or less.

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

LEGAL DESCRIPTION
NEIGHBORHOOD VII
40.424 ACRES

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas and being part of that tract of land described in Deed to Celina 682 Partners, L.P., as recorded in Document No. 20060419000517060, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found in the west line of Farm to Market Road No. 2478, a variable width right-of-way, for the common southeast corner of that tract of land described in Deed to Danville Water Supply Corporation, as recorded in Volume 1992, Page 738, Deed Records, Collin County, Texas and most easterly northeast corner of said Celina 682 Partners, L.P. tract, from which point a 1/2 inch iron rod found bears South 89 degrees 44 minutes 59 seconds East, 0.33 feet;

THENCE Southerly, with said west line, the following seven (7) courses and distances:

South 04 degrees 07 minutes 13 seconds East, a distance of 113.40 feet to a wood right-of-way marker found for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 525.05 feet to a 1/2 inch iron rod found for corner;

South 01 degrees 56 minutes 26 seconds West, a distance of 100.50 feet to a nail found in wood right-of-way marker for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 200.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner, from which point a wood right-of-way marker found bears North 78 degrees 39 minutes 45 seconds West, 0.95 feet;

South 09 degrees 28 minutes 51 seconds East, 100.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 03 degrees 46 minutes 13 seconds East, a distance of 415.90 feet to a wood right-of-way marker found for corner at the beginning of a curve to the right having a central angle of 02 degrees 06 minutes 53 seconds, a radius of 5,679.58 feet and a chord bearing and distance of South 02 degrees 42 minutes 46 seconds East, 209.61 feet;

Southerly, with said curve to the right, an arc distance of 209.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 88 degrees 20 minutes 40 seconds West, leaving said west line, a distance of 387.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 26 degrees 35 minutes 00 seconds, a radius of 1,500.00 feet and a chord bearing and distance of North 78 degrees 21 minutes 50 seconds West, 689.73 feet;

THENCE Westerly, with said curve to the right, an arc distance of 695.95 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

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THENCE North 00 degrees 17 minutes 18 seconds West, a distance of 679.85 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 00 degrees 17 minutes 18 seconds West, a distance of 996.96 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the common north line of the above mentioned Celina 682 Partners, L.P. tract and south line of the above mentioned Tract Two;

THENCE Easterly, with said common line, the following three (3) courses and distances:

North 89 degrees 51 minutes 51 seconds East, a distance of 23.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 89 degrees 56 minutes 24 seconds East, a distance of 311.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

North 89 degrees 42 minutes 42 seconds East, a distance of 330.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the common northwest corner of the above mentioned Danville Water Supply Corporation tract and most northerly northeast corner of the above mentioned Celina 682 Partners, L.P. tract;

THENCE South 00 degrees 15 minutes 01 seconds East, leaving said common line and with the common east line of said Celina 682 Partners, L.P. tract and west line of said Danville Water Supply Corporation tract, a distance of 146.88 feet to a 1/2 inch iron rod found for the southwest corner of said Danville Water Supply Corporation tract;

THENCE North 89 degrees 44 minutes 59 seconds East, with the common north line of said Celina 682 Partners, L.P. tract and south line of said Danville Water Supply Corporation tract, a distance of 299.37 feet to the **POINT OF BEGINNING** and containing 40.424 acres of land, more or less.

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Exhibit B
Depiction of Property

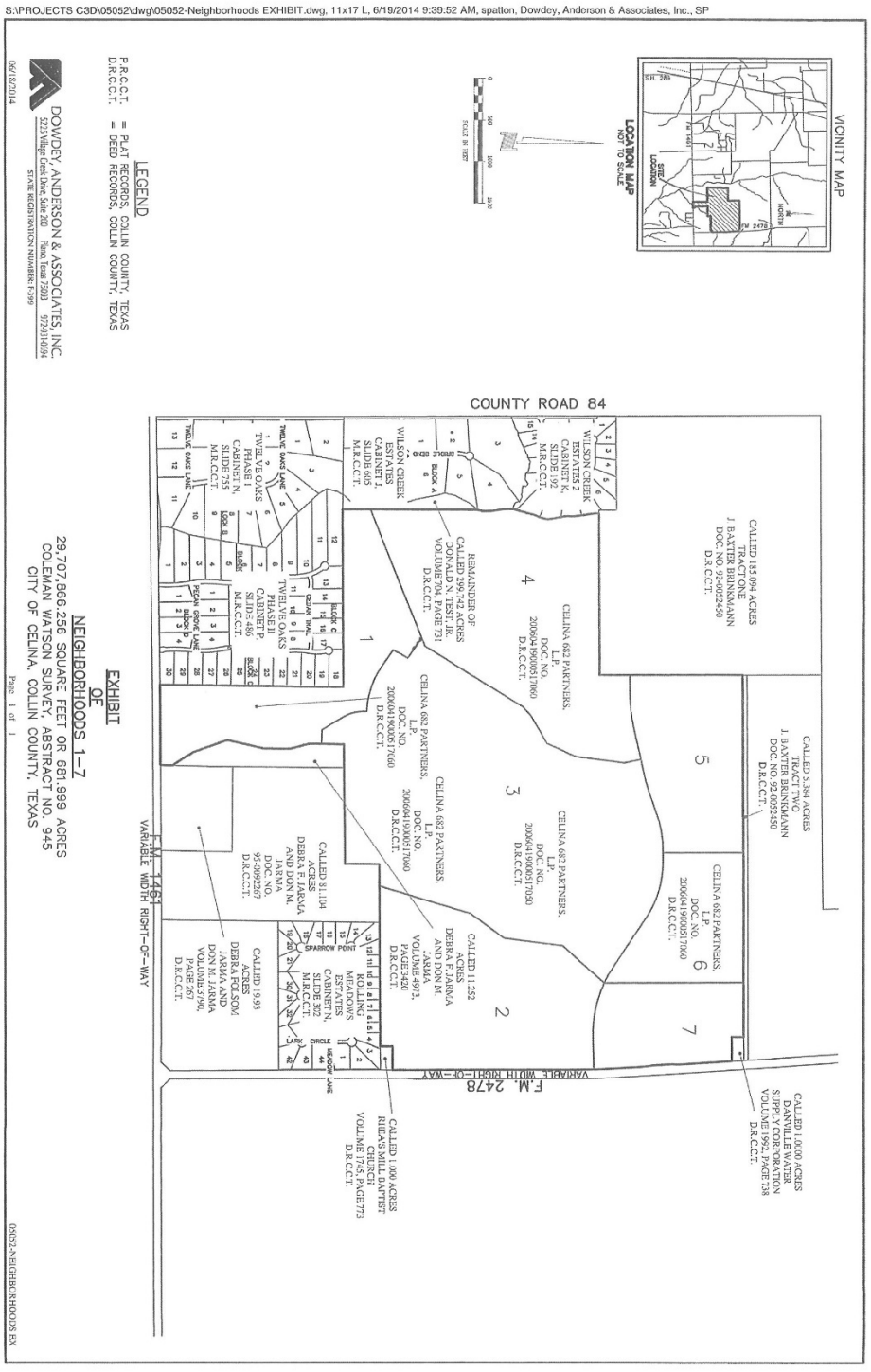

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Exhibit C
Concept Plan

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

Exhibit D
Paving and Screening Plan

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

Exhibit E
Trails & Open Space Plan

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Exhibit F-1
Side yard Fencing & Landscape Detail

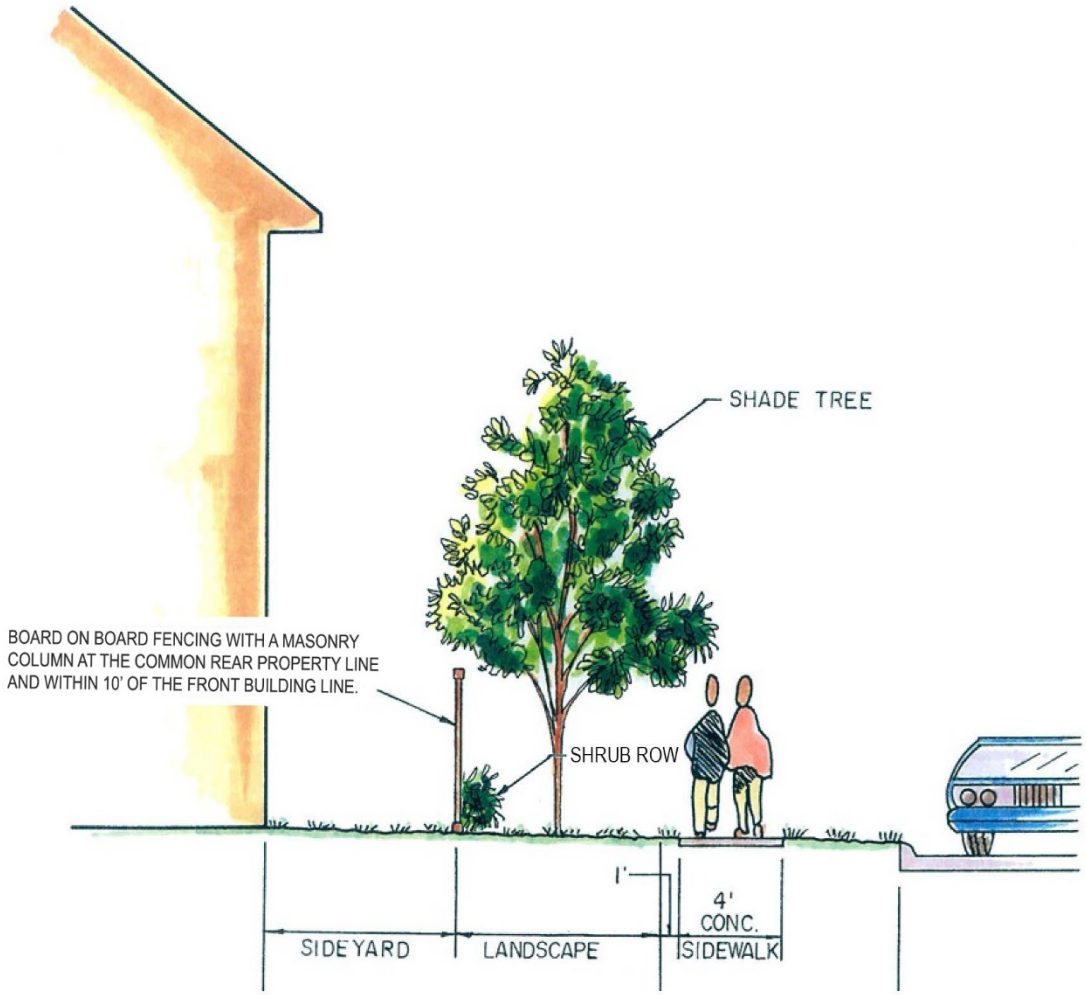

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Exhibit F-2
Side yard Fencing & Landscape Detail

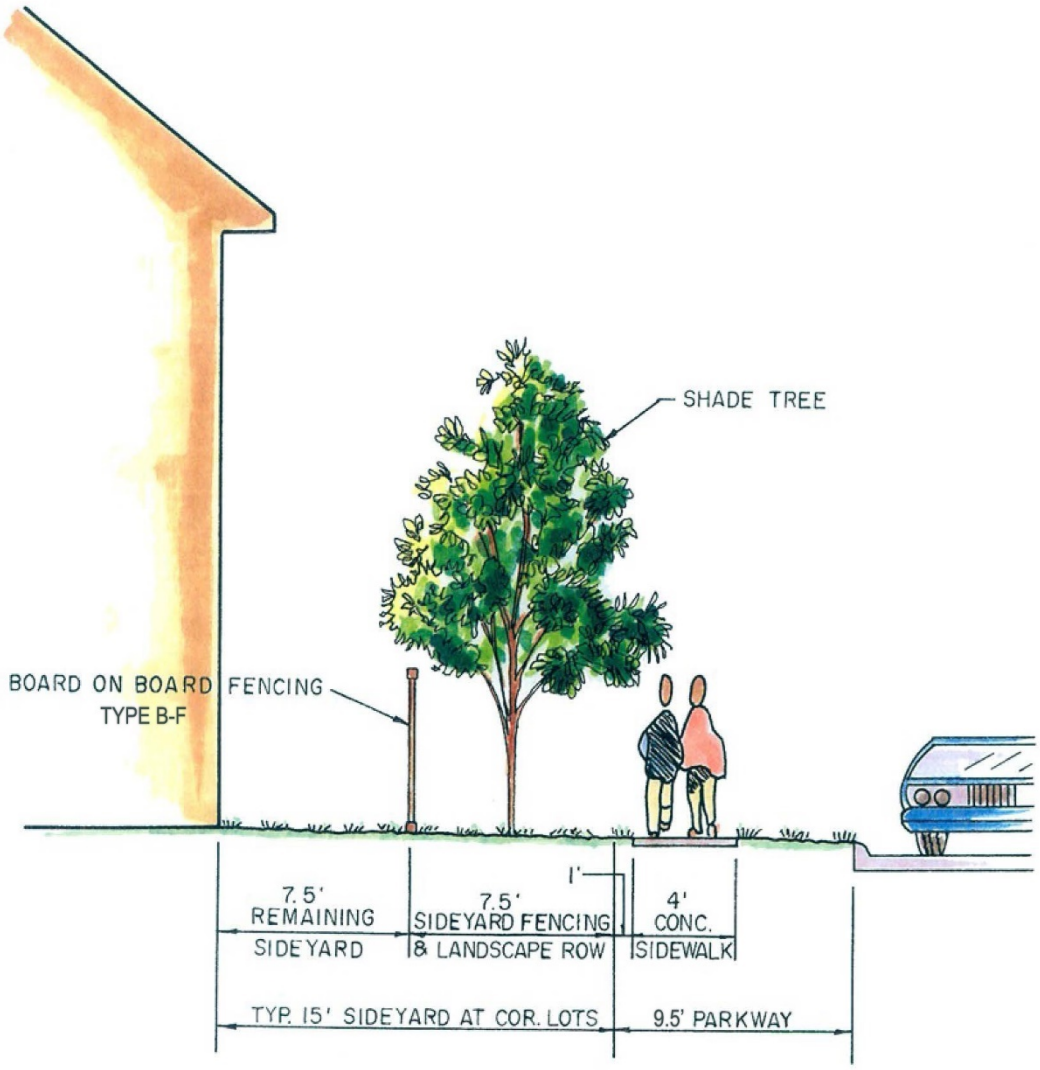

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Exhibit G
Development Regulations

MUSTANG LAKES

For a 682-acre tract of land out of the Coleman Watson Survey, Abstract No. 945 in the City of Celina ETJ and Collin County, Texas**.** *(Please refer to Exhibits to review a variety of maps relative to this PD and refer to Section 12 for a legal description of the tract's overall boundary.)*

Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by a series of trails and enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, existing lakes as well as proposed lakes, trails, ornamental trees and shade trees. In addition, this planned development provides an opportunity for the development of neighborhood commercial services that would serve the community and provide a natural progression of residential development from denser residential product, in the form of town home and/or patio homes adjacent to the commercial, to traditional, less dense, residential product.

Definitions

Definitions used herein shall be the same as those found in Section 5.8 of the Zoning Ordinance for the City of Celina, Texas.

General Regulations

All regulations for The Lakes at Mustang Ranch not redefined by this amendment shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Sub-division Ordinance as they exist or may be amended.

Any future modification to these PD Development Regulations shall be limited to the specific neighborhoods being modified. A metes and bounds description and Neighborhood Exhibit for each neighborhood is provided herein; refer to Exhibit "A".

A property owners association and/or Public Improvement District (PID) shall be established and shall be responsible for the maintenance of all park/open space areas.
Upon approval of a final plat, the raising of large animals such as horses, swine, sheep, cows, etc. on any lot less than 2 acres is prohibited.

All single-family detached and attached residences can be front-entry and have garage access from a dedicated public street.

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The Concept Plan depicts two principal districts a "SF-R" and "MU-2" district and Neighborhoods I – VII; refer to Exhibit "C" The maximum number of residential lots within the "SF" district (neighborhoods I-VII) shall be 1950; furthermore, the maximum number of Type F lots within neighborhoods I-VI shall be 470. Any Type F lots developed in the "MU-2" district (neighborhood VII) are in addition to those in Neighborhoods I-VI. Furthermore, the Concept Plan depicts minimum 1-acre lot for proposed lots contiguous to Twelve Oaks Phase II. The lot area for all lots adjacent to Rolling Meadows shall be a minimum 17,500 sf; please refer to Type B(RM) for additional detail.

Use Regulations

The permitted uses within each Neighborhood are outlined below. In addition, any residential or commercial use that is less intense than the permitted use within each neighborhood is also permitted. *(For a visual representation of the Concept Plan, refer to Exhibit "C"; note, the Concept Plan and associated Neighborhoods are not a Phasing Exhibit.):*

Neighborhood "I" (+/- 90 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in Section 14.03.008 of the City of Celina Zoning Ordinance or as amended herein.

Neighborhood "II" (+/- 100 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in Section 14.03.008 of the City of Celina Zoning Ordinance or as amended herein.

Neighborhood "III" (+/- 204 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in Section 14.03.008 of the City of Celina Zoning Ordinance or as amended herein.

Neighborhood "IV" (+/- 145 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in Section 14.03.008 of the City of Celina Zoning Ordinance or as amended herein.

Neighborhood "V" (+/- 60 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in Section 14.03.008 of the City of Celina Zoning Ordinance or as amended herein.

Neighborhood "VI" (+/- 45.0 ac): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in Section 14.03.008 of the City of Celina Zoning Ordinance or as amended herein.

Neighborhood "VII" (+/- 38 ac.): The permitted uses shall be "MU-2" Mixed Use Regional District Uses, referred to herein, and the associated uses defined in Section 14.03.000 of the City of Celina Zoning Ordinance or as amended herein.

a) Additional Permitted Uses and Development Standards:
- Single-family detached (Type F lots)

b) Conditional Uses:
- Tire Dealer with Open Storage
- Kiosk
- Nursery (retail sales outdoors)
- Hotel/Motel
- Auto Repair (major/minor)

c) Prohibited Uses:
- Check Cashing Services
- Recycling Kiosk

d) Land Use Limits:
- Residential (stand-alone): 70%
- Multi-family: 65%
- Commercial: 35%
- Other: 15%

Area Regulations

General Area regulations:

(a) The lot widths shall be measured along the arc of the front building line.

(b) For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet.

(c) The maximum lot coverage shall be sixty (60) percent.

The following amended area regulations shall apply *(For a visual representation of the Concept Plan, refer to Exhibit C)*:

Type A:

Minimum Lot Area: The minimum lot area shall be one (1) acre or 43,560 square feet.

Minimum Lot Width: The minimum lot width shall be eighty (80) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be thirty (30) feet. J-swing garages shall conform to the front yard setback requirement.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

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Minimum Side Yard: The minimum side yard shall be fifteen (15) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twenty-four-hundred (2,400) square feet.

Type B (RM):

Minimum Lot Area: The minimum lot area shall be Seventeen-thousand five-hundred (17,500) square feet.

Minimum Lot Width: The minimum lot width shall be ninety (90) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-Seventy-five (175) feet.

Minimum Front Yard: The minimum depth of the front yard shall be thirty (30) feet, unless a j-swing garage is used and in that case the setback shall be twenty (25) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be forty-five (45) feet.

Minimum Side Yard: The minimum side yard shall be eight (8) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be two thousand-five-hundred (2,500) square feet.

Type B:

Minimum Lot Area: The minimum lot area shall be fifteen-thousand (15,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy-five (75) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be thirty (30) feet. J-swing garages shall conform to the front yard setback requirement.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be eight (8) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type C:

Minimum Lot Area: The minimum lot area shall be ten-thousand (10,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy-five (75) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

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Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet. J-swing garages shall conform to the front yard setback requirement.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be eight (8) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type D:

Minimum Lot Area: The minimum lot area shall be nine-thousand (9,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy (70) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Front Setback for Garage Doors: the minimum depth of the front yard setback for garage doors shall be twenty-six (26) feet unless a j-swing garage is used and in that case the setback shall be twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be seven (7) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type E:

Minimum Lot Area: The minimum lot area shall be seventy-five hundred (7,500) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet,

Minimum Front Setback for Garage Doors: the minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet unless a j-swing garage is used and in that case the front yard setback shall be twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

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Type F:

Minimum Lot Area: The minimum lot area shall be fifty-five-hundred (5,500) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet except for zero lot line lots with "J-swing" garage may have a minimum Front yard of fifteen (15) feet.

Minimum Front Setback for Garage Doors: The minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet unless for zero lot line lots with J-swing garages may have a front yard setback of fifteen (15) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.
Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

Type G:

Maximum Dwellings per Acre: The maximum dwelling units per acre is ten (10).

Minimum Lot Area: The minimum lot area shall be twenty-four hundred (2,400) square feet.

Minimum Lot Width: The minimum lot width shall be twenty-four (24) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred (100) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum depth of the side yard shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

Type H:

For area regulations, refer to the current City of Celina Zoning Ordinance MU-2 standards.

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Parking Regulations

Residential: The off-street residential parking requirement is two (2) covered vehicle spaces for each dwelling unit that are located behind the front building line. In addition, for Type G one (1) visitor parking space for every four (4) dwelling units shall be provided within six-hundred (600) feet of the building it serves. The spaces provided shall be either parallel spaces (8'x22') or head-in spaces (9'x18').

Non-Residential: The parking requirement for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.043 of the City of Celina Zoning Ordinance, as exists or may be amended.

Building Regulations

Exterior Building Façade for Residential structures shall meet or exceed the requirements outlined in Section 14.05.152 of the Celina Code of Ordinances except as herein amended:

a) The front façade of single-family residences shall be one-hundred (100) percent masonry exclusive of doors, windows, dormers and other architectural elements. The sides and rear elevations not facing a public street shall not be less than fifty (50) percent masonry each nor shall the combined overall be less than eight-five (85) percent masonry, exclusive of doors and windows.

b) The building elevation of each lot adjacent to the proposed lot shall not be similar. Furthermore, the building elevation of the house most directly across the street from the proposed lot and the adjacent lots on either side of it shall not be similar.

c) All garage doors shall be allowed at the front building line, but shall not be closer than twenty-one (21) feet from the street right-of-way.

d) The primary roof pitch for Type A, Type B, and Type C shall not be less than 8:12.

e) The primary roof pitch for Type D, Type E, Type F and Type G shall not be less than 6:12.

f) Only one (1) story single-family residences or two (2) story homes with 100% masonry facades with sides facing FM 1461, FM 2478, Ownsby Pkwy and Roseland Parkway are required.

g) No building shall exceed two and one-half (2-1/2) stories in height or more than thirty-five (35) feet, measured at the mid-point between the top plate and the dominate roof ridge.

Exterior Building Façade of Accessory Structure:
a) Any accessory structure or building shall be constructed of complementary material to the associated residence and the general architecture of the development.

b) An accessory building shall be located not less than fifty (50) feet from the front lot line, fifteen (15) feet from any other street, and not less than three (3) feet from any side or rear lot line.

c) The maximum height of any accessory structure shall not exceed fifteen (15) feet for Type A - Type B and ten (10) feet for Type C – Type F.

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Screening Regulations

General Screening *(For a visual representation of the Enhanced Paving & Screening, refer to Exhibit D)*:

1. Chain Link Fence is prohibited.

2. The following items shall be screened from the public street:

(a) Clothes lines or drying racks

(b) Yard maintenance equipment

(c) Garbage and refuse containers, except on collection day

(d) Wood piles and compost piles

(e) Accessory structures, such as dog houses, gazebos, storage sheds and green houses

(f) Roof mounted TV antennas or dishes

(g) Pool equipment

Thoroughfare screening regulations (refer to the Enhanced Paving and Screening Plan found in Exhibit D):

1. A screening wall shall be provided generally along right-of-way or adjacent landscape buffer when residential lots have a rear yard or side yard adjacent to Ownsby Pkwy. (East-West Thoroughfare), FM 2478 (Custer Road) and FM 1461 (Frontier Parkway). All screening walls shall be constructed in conjunction with the associated residential phase.

a) A masonry (stone or brick) or thin wall for lots backing and siding to Ownsby, FM 2478, and FM 1461.

b) A masonry (stone or brick) or thin wall for Type A Lots siding to the Roseland Pkwy. and for all lots backing to the Collector.

c) Masonry or ornamental metal or a combination thereof may be utilized where cul-de-sacs are adjacent to right-of-way for CR 83, FM 2478, and FM 1461;

2. Screening fences shall be as follows:

a) For lots siding to any collector, there shall be a six (6) foot board-on-board fence with a cap and a masonry column at the common rear property line and within ten (10) feet of the front building line. For lots backing to any collector, a minimum six (6) foot masonry wall with columns shall be constructed. In addition, a generally continuous row of shrubs and/or trees shall be installed in front of the fence within the adjacent landscape buffer. Any wood fence shall have a uniform stain color; refer to Exhibit F-1.

b) For open ended cul-de-sac's adjacent to Ownsby Pkwy. (East-West Thoroughfare) and FM 2478 (Custer Road), a five (5) foot decorative metal fence with shrubbery and minimum five (5) foot masonry columns on a minimum of eighty (80) foot centers between the front building lines of open ended cul-de-

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sac's to the proposed thoroughfares is required.

c) For open ended cul-de-sac adjacent to a collector, a continuous row of shrubs shall be required. Shrubbery when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers within the landscape buffer along the right-of-way line.

d) Any use of ornamental metal shall be accompanied by shrubbery in front of such metal on the thoroughfare side. Shrubbery when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers.

e) No access through the rear or side yards of lots that side or back to the North-South Thoroughfare, Ownsby Pkwy. (East-West Thoroughfare) or FM 2478 is permitted.

f) The Sub-division name, Logo, or initials may be incorporated into the screening wall at the entrances and/or on the columns.

Open Space screening regulations:

a) The rear yards of all single-family residences which back or side to an open space shall have a five (5) foot ornamental metal fencing adjacent to the open space area. For rear and side yards that have a pool and are adjacent to an open space area, a six (6) foot ornamental fences is required. No fencing shall be allowed within the 100-yr. flood plain.

Builder's Side Yard screening regulations:

(a) The builder shall construct fencing and landscaping in accordance with the "Side yard Fencing & Landscape Detail" found in Exhibit "F-2".

Landscape & Irrigation Regulations

The residential builder of each lot shall provide at a minimum the following landscape material:

Turf: The front, side and rear yard of each shall be sodded and fully irrigated with an automatic sprinkler system.

Trees:

Type A - Type B: There shall be a minimum of twelve (12) total diameter inches of shade or ornamental trees planted for each residential lot; however, at least fifty (50) percent of the trees shall be shade trees.

Type C - Type F: There shall be a minimum of six (6) total diameter inches of shade or ornamental trees planted for each residential lot; however, at least fifty (50) percent of the trees shall be shade trees.

Type G: There shall be one (1) four (4) inch shade tree and one (1) eight-ten (8-10) foot ornamental tree planted for every two residential lots.

Type H: The landscape and irrigation shall be in accordance with Section 14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

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Shrubs:

Type A - Type B: There shall be a minimum of twenty-five (25) 3-gallon shrubs across the front of the house.

Type C - Type E: There shall be a minimum of eighteen (18) 3-gallon shrubs across the front of the house.

Type F - Type G: There shall be a minimum of six (6) 3-gallon shrubs across the front of the house.

Type H: The landscape and irrigation shall be in accordance with Section 14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

Open Space Regulations

General *(For a visual representation of the Trail and Open Space plan, refer to Exhibit E).*

(a) All parks and open space areas are open to the public.

(b) All open space areas and detention areas shall be maintained by the HOA/District. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices.

(c) No physical improvements are permitted within the flood plain that would impact the capacity of the floodplain.

(d) All open space areas shall have a slope not greater than 4:1, unless they are naturally existing or structurally supported.

(e) On the opposite side of the street from a six (6) foot trail a four (4) foot walk shall be provided. The builder is responsible for constructing the trail and/or walk referenced above when the proposed trail/walk is located along the front and/or side of a lot.

Open Space Area Specifics:

Area A: shall include monument signage, screening wall, and entry monument, a lake with a lighted fountain, a six (6) foot trail, and associated landscaping and irrigation.

Area B: shall include a six (6) foot trail, water/detention feature with a lighted fountain, landscaping and irrigation.

Area C: shall include water/detention features with a lighted fountain in each, a six (6) foot trail, and associated landscaping and irrigation.

Area D: shall include a water/detention feature with a lighted fountain, a six (6) foot trail, and associated landscaping and irrigation.

Area E: shall include an amenity center and/or sales center, cabana, playground equipment, parking, water/detention feature with a lighted fountain, a six (6) foot trail, and associated landscaping and irrigation.

Area F: shall include a six (6) foot trail and associated landscaping and irrigation.

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Area G: shall include a six (6) foot trail, and associated landscaping and irrigation.

Area H: This area is located along the west right-of-way line of FM 2478 (an existing 100-foot right-of-way). It shall include a minimum (30) foot wide landscape buffer, outside the future right-of-way, with shade trees planted on an average of fifty (50) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Area I: This area is located outside the designated right-of-way on either side of a divided thoroughfare called Ownsby Pkwy. It shall be an average of fifteen (15) foot wide landscape buffer with shade trees planted on an average of fifty (50) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering six (6) foot trail.

Area J: The area is located outside of the designated right-of-way and on either side of the North-South Thoroughfare called Roseland Parkway and Waterview Trail, south of Ownsby Parkway. It shall be a ten (10) foot wide landscape buffer with shade trees planted on an average of fifty (50) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering six (6) foot trail.

Area K: The area is located outside of the designated right-of-way and on either side of the North-South Thoroughfare called Roseland Parkway., north of Ownsby Parkway. It shall be a minimum (10) foot wide landscape buffer with shade trees planted on an average of fifty (50) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering six (6) foot trail complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering six (6) foot trail.

Sub-division Regulations

Development shall meet the standards as required in the City of Celina Subdivision Ordinance except as follows:

Block length – The maximum block length shall b twelve hundred (1,200) feet as measured from intersection. Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.

(a) Cul-de-Sac Length and Diameter: – The maximum cul-de-sac length is six-hundred (600) feet, except for the over-length cul-de-sac identified in the one (1) acre lots on the concept plan or as approved by the City. The bulb right-of-way radius shall be fifty (50) feet.

(b) Center-line Radii – The minimum center-line radius for a Major arterial shall be one-thousand (1000) feet or as approved by the City; the minimum center-line radius for Minor Collector shall be six (600) feet or as approved by the City; and the minimum center-line radius for a residential street shall be

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one-hundred-fifty (150) feet or as approved by the City.

(c) Jog – The minimum street jog shall be one-hundred twenty-five (125) feet.

(d) East-West Thoroughfare (Ownsby Pkwy): – The East-West Thoroughfare shall be a six (6) lane divided roadway within a one-hundred-twenty (120) foot right-of-way that will be dedicated to the City; The Developer/District will be responsible for the construction of two (2) twelve (12) foot lanes in both directions and the construction of left turn lanes at each of the median openings illustrated on the Concept Plan that are related to the residential neighborhoods. The left turn lanes shall provide for one-hundred (100) foot of stacking and one-hundred (100) foot of transition. Left turn and/or deceleration lanes, along with and any associated right-of-way, required along FM 2478 shall be constructed as required by the TIA.

(e) North-South Thoroughfare (Roseland Pkwy): – The North-South street right-of-way width and pavement shall be as defined by the Traffic Impact Analysis. Left/Right turn lanes required along FM 1461 will be constructed and ROW dedicated as required by the TIA; however, no left turn lanes into the one (1) acre lots are required. The TIA will determine number of lanes.

(f) North-South Collector (Roseland Pkwy): – The North-South collector shall be an un-divided roadway within a sixty (60) foot right-of-way that will be dedicated to the City; a TIA will be prepared to confirm proposed section.

(g) FM 2478 & FM 1461: – It is anticipated that right-of-way dedications along FM 2478 and FM 1461 may be required in the future. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.

(h) Tree surveys required as a part of the General Development Plan GDP shall be submitted at the time of Construction/Preliminary Plat application.

Development shall meet or exceed the design criteria outlined below:

a. Residential Lot Grading:

1. Front & Rear Yards – the front and/or rear yard slopes shall not be less than one (1) percent nor greater than twelve (12) percent without requiring a wall, except for Type A lots. Furthermore, Type A lots are permitted to have lot-to-lot drainage within drainage easements.

2. Driveway – the driveway slope shall not exceed fourteen (14) percent.

3. Side Yards – the horizontal side yard slope shall not exceed 3:1; the minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.

b. Paving:

1. Residential Streets – the residential streets shall be thirty-one (31) feet wide from back-to-back; roll-over curbs are permitted in all neighborhoods.

2. Minimum Street Grade – the street grade shall not be less than 0.6% or (6) inches every one-hundred (100) feet.

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

3. Maximum Street Grade – the street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.

4. Sidewalks – the residential sidewalks shall be four (4) feet wide and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement.

5. Trails – the trails shall be six (6) feet wide and shall serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than three (3) feet to the back-of-curb or five (5) feet to the screening wall/fence.

6. Curb Return Radii – the curb radii for Major Arterial shall be thirty-five (35) feet; the curb radii for Minor Collectors shall be twenty-five (25) feet; and the curb radii for residential streets shall be twenty (20) feet.

7. Run-off Co-efficient (C) – the residential run-off co-efficient shall be 0.6, except for Type A lots which shall be 0.45; the run-off co-efficient for commercial shall be 0.9.

8. Time of Concentration (TC) – the time of concentration for residential areas shall be fifteen (15) minutes and the time of concentration for commercial shall be ten (10) minutes.

9. Rainfall Intensity (I) – the rainfall intensity for residential areas shall be 7.52 in/hr and the rainfall intensity for commercial areas shall be 8.88 in//hr.

c. General Storm Sewer Requirements

1. Storm Inlets – all storm inlets shall be standard non-recessed inlet and shall be either five (5), six (6), eight (8), ten (10), twelve (12), or fourteen (14) feet in length.

2. Hydraulic Grade Line – the 100-yr HGL shall not be less than one (1) foot below the top-of-curb.

d. Sanitary Sewer Mains

1. Minimum Size – the minimum sewer main size shall be eight (8) inches.

2. Clean-outs – clean-outs are allowed at the up-stream end of a sewer main provided the main is three-hundred (300) feet or less in length.

3. Minimum Radius – the minimum center-line radius for sewer mains shall be two-hundred feet.

4. Pipe Embedment – the embedment for sewer mains shall generally be class B+, unless otherwise noted by the engineer of record.

5. Manholes – sewer mains shall have a four (4) foot diameter manhole every four-hundred (400) feet or less and (4) foot diameter manhole every three (300) feet or less for mains along a curve.

6. Services – all residential sewer services shall be four (4) inches in diameter, located in the center of the lot and extended ten (10) feet beyond the right-of-way.

e. Domestic Water

1. Minimum Size – the minimum water main size shall be eight (8) inches.

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

2. Services – all residential domestic water services shall be 1-inch for all lots. The services shall be located two (2) feet from a common lot line and the meter box shall be located next to the curb.

3. Fire Hydrants - a fire hydrant shall be located every five-hundred (500) feet along the water main and placed two (2) feet behind the back-of-curb.

4. Water Line Testing – all water lines shall sustain a pressure test of two-hundred (200) psi for three (3) hours prior to acceptance.

5. Off-site Water Extensions – any off-site domestic water main extensions shall meet or exceed the requirements specified by the City of Celina.

f. Miscellaneous

1. Street Light Standards – a street light shall be located a maximum of five-hundred (500) feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development.

2. Intersections – all roadway intersections shall be within five (5) degrees of ninety (90) at the intersection of the two right-of-ways unless otherwise approved by the City Engineer.

Attachment: Draft Ordinance (Mustang Lakes – PD Amendment)

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: February 9, 2021
Re: 20-04 Annexation Third Public Hearing and Ordinance Adoption

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Action Requested:
The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the 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; and providing for other matters related thereto for the following property: (20-04 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,
6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600

feet south of W. FM 455,

7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,
8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,
9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,
10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

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

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

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

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

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

South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for comer;

South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for comer;

South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;

South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";

continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for comer;

North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;

North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;

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

North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;

North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;

North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;

North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;

North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;

North 46 deg. 27 min. 12 sec. East, a distance of267.60 feet to a point;

North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;

North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;

North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;

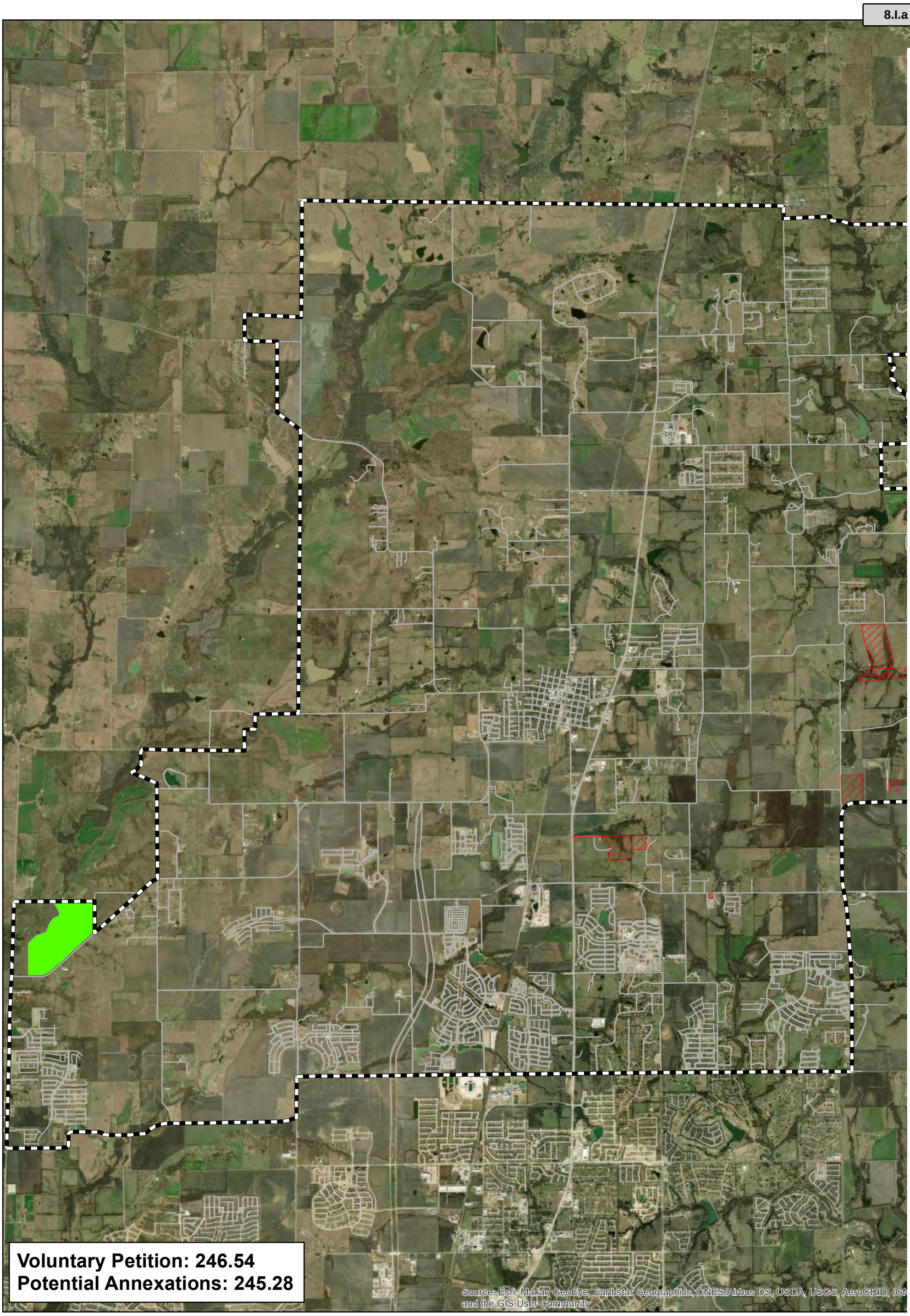
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and

containing 246.54 acres of computed land, more or less.

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 12/3/2020

Legend

- Ultimate Boundary
- Potential Annexations
- Voluntary Petition

N W E S

0 5,000 10,000 Feet

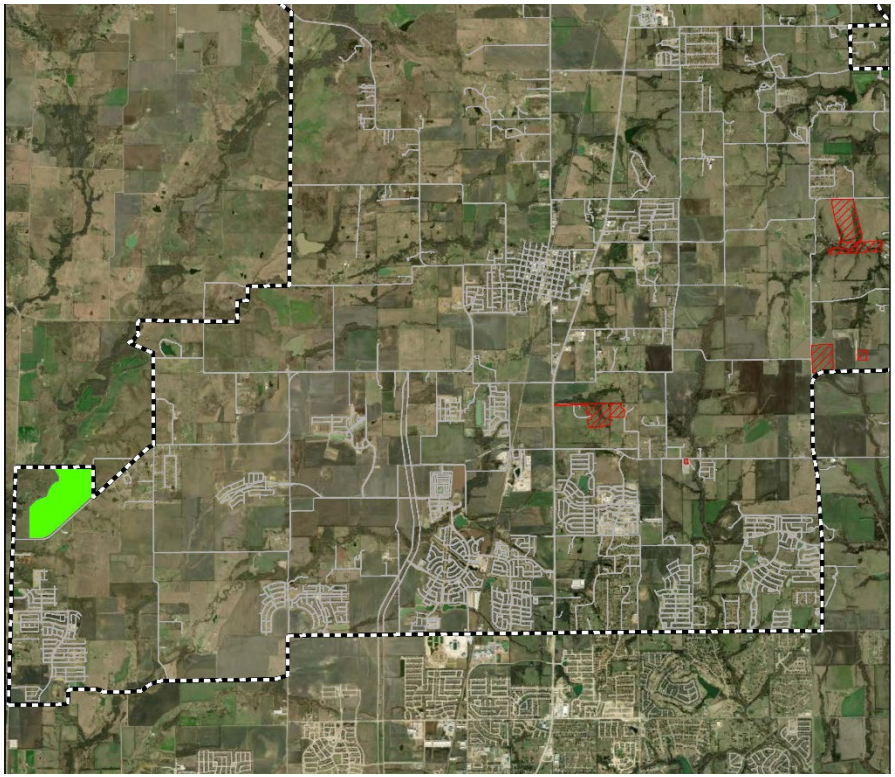
Annexation 20-04

City Council

February 9, 2021

Attachment: Staff Presentation (20-04 Annexation Third Public Hearing and Ordinance

Annexation Map



Legend

- Ultimate Boundary
- Voluntary Petition
- Potential Annexations
- Deferrals Signed / Annexed

Attachment: Staff Presentation (20-04 Annexation Third Public Hearing and Ordinance

Annexation Fast Facts

- No resident has been annexed since 2017 State law changes
- Nearly 600 property owners have found value in signing a deferral agreement that continues and does not interrupt their rural lifestyle
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

Policy Points

- City tax payers subsidize services and infrastructure to county residents in the ETJ
- The growth policy commits to orderly and well-managed growth where developers shoulder the cost of new infrastructure, projects are built to safety codes, and the property values are protected

Annexation Timeline

- ~~June 9, 2020 – Annexation Resolution~~
- ~~July 14, 2020 – 1st Public Hearing~~
- ~~December 8, 2020 – Petition Verification~~
- ~~January 12, 2021 – 2nd Public Hearing~~
- February 9, 2021 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (20-04 Annexation Third Public Hearing and Ordinance

Recommendation

- Staff recommends approval

Attachment: Staff Presentation (20-04 Annexation Third Public Hearing and Ordinance

CITY OF CELINA, TEXAS

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±492 ACRES GENERALLY LOCATED WEST OF FM 2478, SOUTH OF W FM 455, NORTH OF PARVIN ROAD, AND EAST OF FM 1385, AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY/AREA, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, legal descriptions of the area to be annexed is attached hereto as Exhibit "A" and the area is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word; and

WHEREAS, the City Council adopted Resolution No. 2020-40R expressing its intent to annex the area and containing all elements required by Section 43.0682 of the Act (the "Resolution"); and

WHEREAS, following notice of this annexation and public hearing, a public hearing was held on July 14, 2020, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

WHEREAS, following the end of the Petition period prescribed by Section 43.0685 of the Act, the City Secretary verified that the Petition contained the minimum number of signatures required to annex the area, the City Council accepted the verification of the Petition by Resolution No. 2020-91R, and all residents and owners of property in the area were notified of the results of the Petition; and

WHEREAS, following publication, mailing and distribution of notice(s) as required by the Act, two more separate public hearings were conducted in accordance with Section 43.0686(c) of the Act, the first hearing being held on January 12, 2021 and a second hearing also being held at least ten days after the first public hearing on February 9, 2021 to consider the annexation of the area being more particularly described in Exhibit "A" and depicted in Exhibit "B"; and

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

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the area to be annexed was prepared, presented at the public hearings and made available to the public and is attached hereto as Exhibit "C" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the area to be annexed is located within the extraterritorial jurisdiction of the City; and

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

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that all requirements for lawful annexation have been met; 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.

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.

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

SECTION 2
ANNEXATION AND OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the following properties:

1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,
6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,
7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,
8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,
9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,
10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

COMMENCING at a 1/2 inch iron rod found at the northwest comer of said called 586.196 acre tract, and being the southwest comer of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;
THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;
THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast comer of the herein described tract;
THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for comer, said point being in the northerly right-of-way line of Farm Road No. 428;
THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:
South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for comer;
South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for comer;
South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for comer;
North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;
THENCE through the interior of said called 586.196 acre tract as follows:
North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less, plus, all county road right-of-way adjacent to the above-described property.

being more particularly described in Exhibit “A”, and depicted in Exhibit “B” which is incorporated herein as if written word for word, and that such area 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

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

necessary to correct the official map of the City to add the area hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The Service Plan for the herein annexed area, attached hereto as Exhibit "C", was prepared, presented and submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance, and is incorporated herein as if written word for word.

SECTION 4
FILING OF ORDINANCE REQUIRED

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk, and any other necessary agencies and service providers.

SECTION 5
EFFECT ON TERRITORY/AREA

From and after the passage of this Ordinance, the properties referenced in Exhibit "A" and the adjacent right-of-way, attached hereto and incorporated herein as if written word for word, shall be a part of the City of Celina, Texas, and subject to the municipal Service Plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

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

SECTION 7
SEVERABILITY

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

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

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. The City Council hereby declares that if for any reason a portion of the area annexed hereunder is ever disannexed, the City Council would have annexed all of the remaining 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 9th day of February, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney/Attorney for City
City of Celina, Texas

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "A"

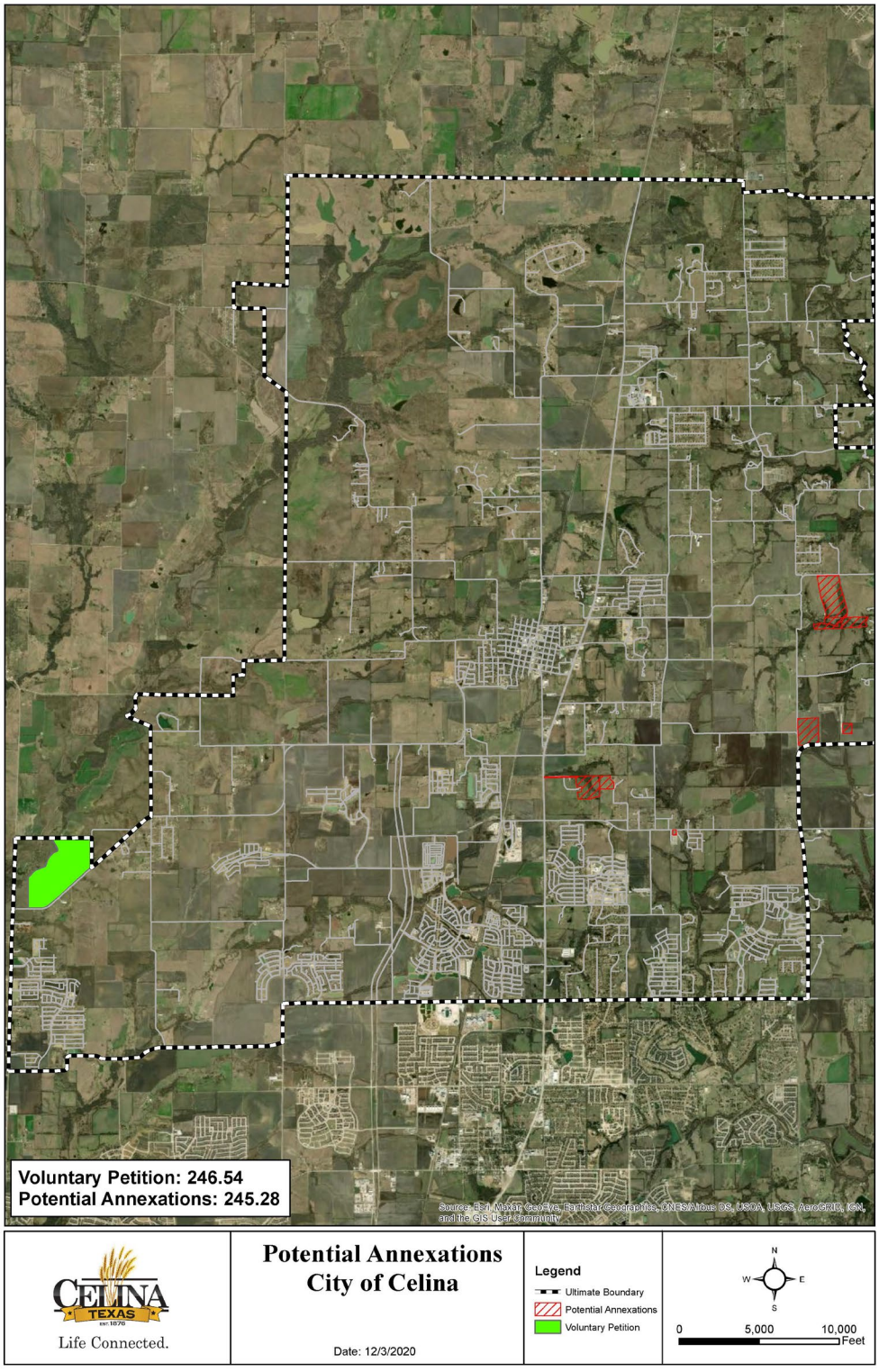
1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,
6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,
7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,
8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,
9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,
10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:
COMMENCING at a 1/2 inch iron rod found at the northwest comer of said called 586.196 acre tract, and being the southwest comer of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;
THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;
THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast comer of the herein described tract;
THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for comer, said point being in the northerly right-of-way line of Farm Road No. 428;
THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:
South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for comer;
South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for comer;
South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for comer;
North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;
THENCE through the interior of said called 586.196 acre tract as follows:
North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less, plus, all county road right-of-way adjacent to the above-described property.

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "B"



Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "C"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). 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;

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

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

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

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

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

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.

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

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.

Attachment: Draft Ordinance (20-04 Annexation Third Public Hearing and Ordinance Adoption)

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:	February 9, 2021
Re:	Edgewood Creek PD - Zoning

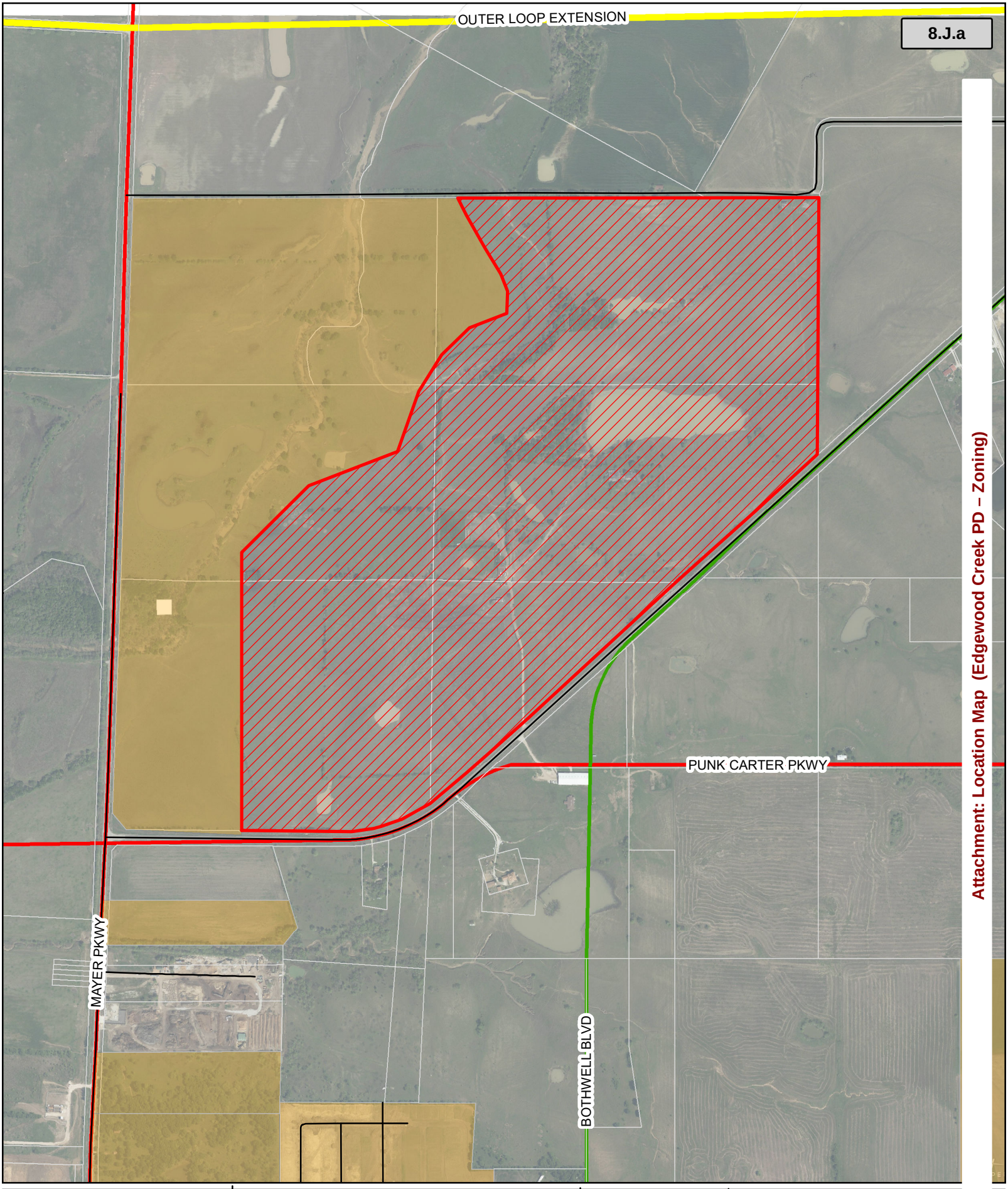
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 247 acres to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located at the northeast corner of FM 1385 and future Punk Carter Parkway. (Edgewood Creek PD – Zoning) (Mohan)

Applicant:
Barraza Consulting Group, LLC
1651 N Glenville Drive, Suite 212
Richardson, TX 75081

Background Information:
Refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Edgewood Creek PD – Zoning)

CELINA TEXAS EST. 1876
Life Connected.

Edgewood PD Location Map

Date: 12/31/2020

Legend

- Roads
- Subject Property
- City Limits
- Denton County Parcels

N
W E
S

0 Feet

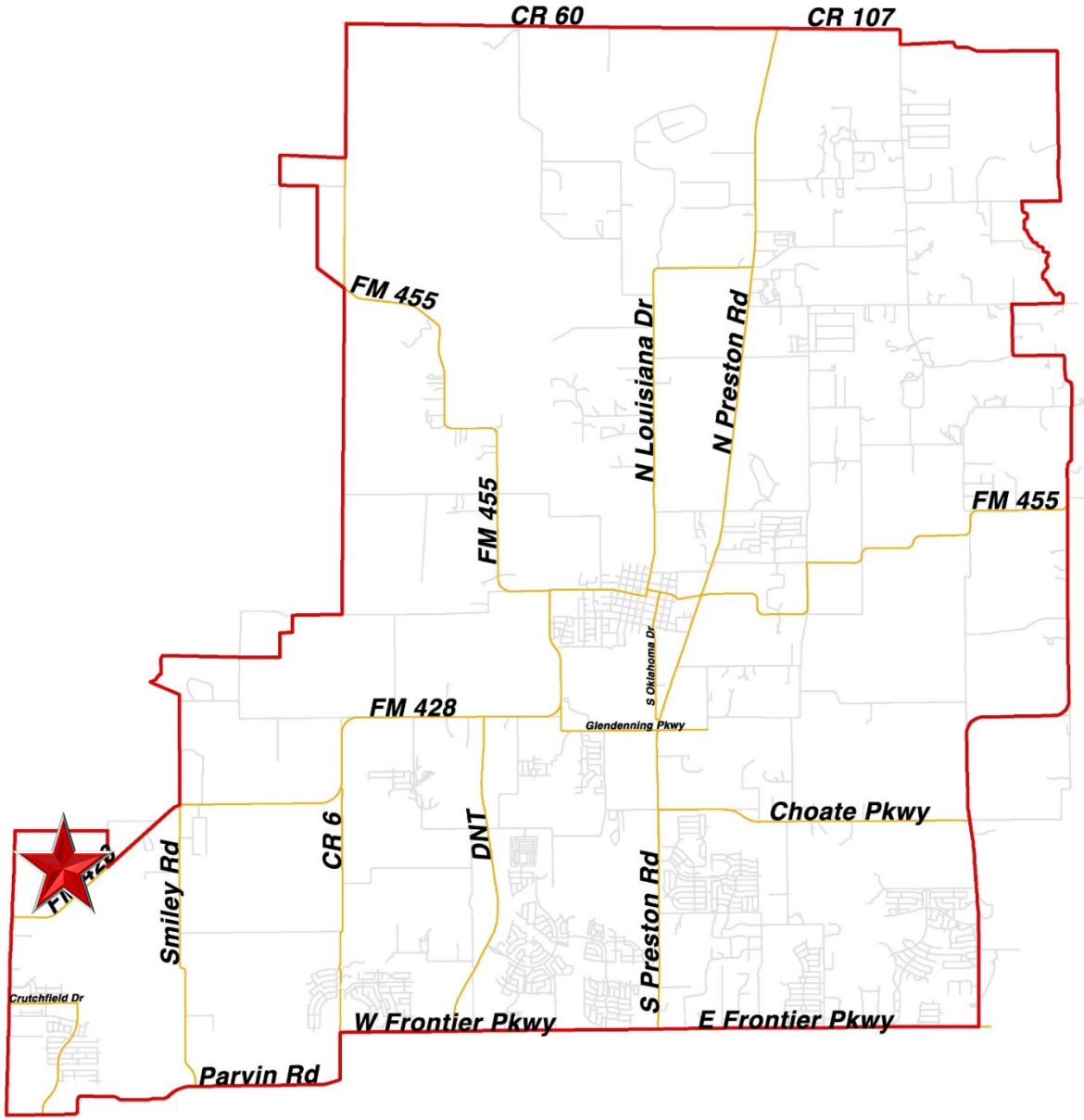
Edgewood Creek

Planned Development

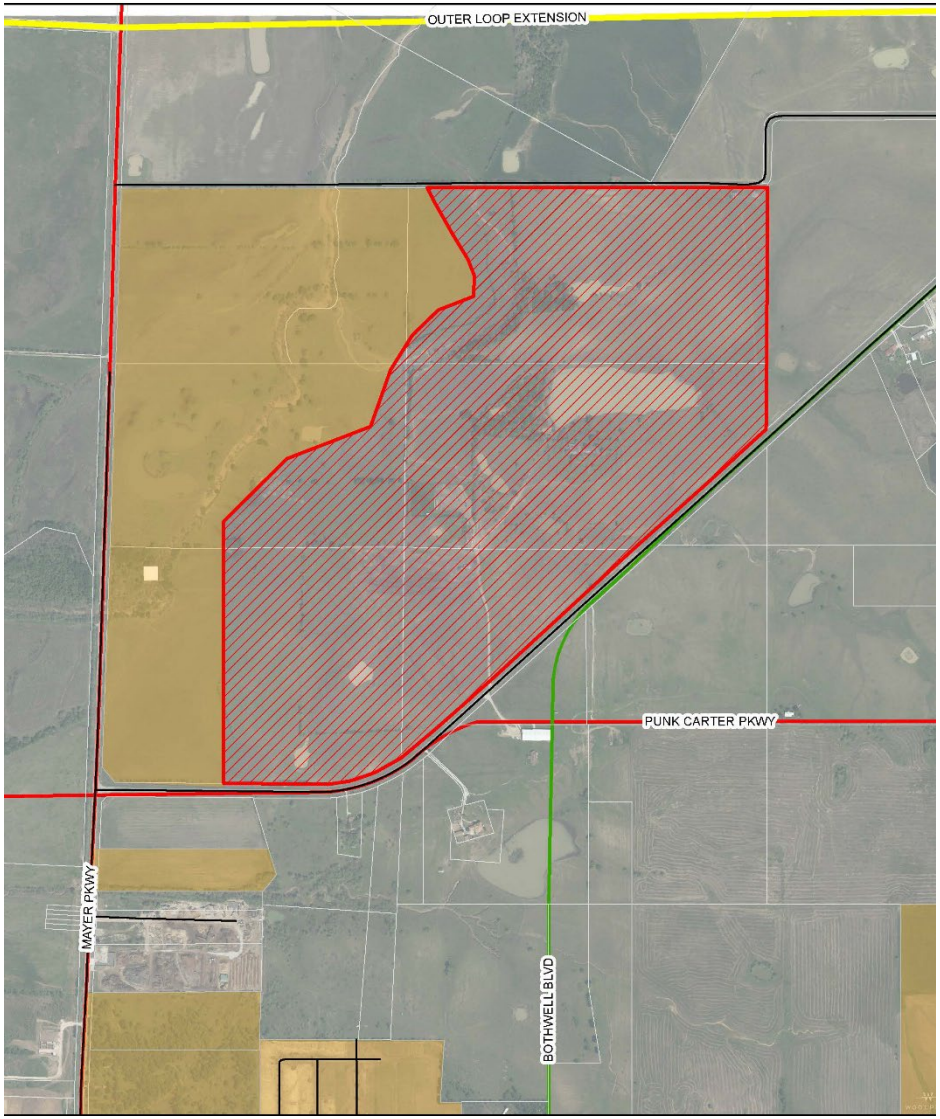
City Council

February 9, 2021

Attachment: Staff Presentation (Edgewood Creek PD – Zoning)



Attachment: Staff Presentation (Edgewood Creek PD – Zoning)



Location Map

The subject property is generally located at northeast corner of FM 1385 and future Punk Carter Parkway

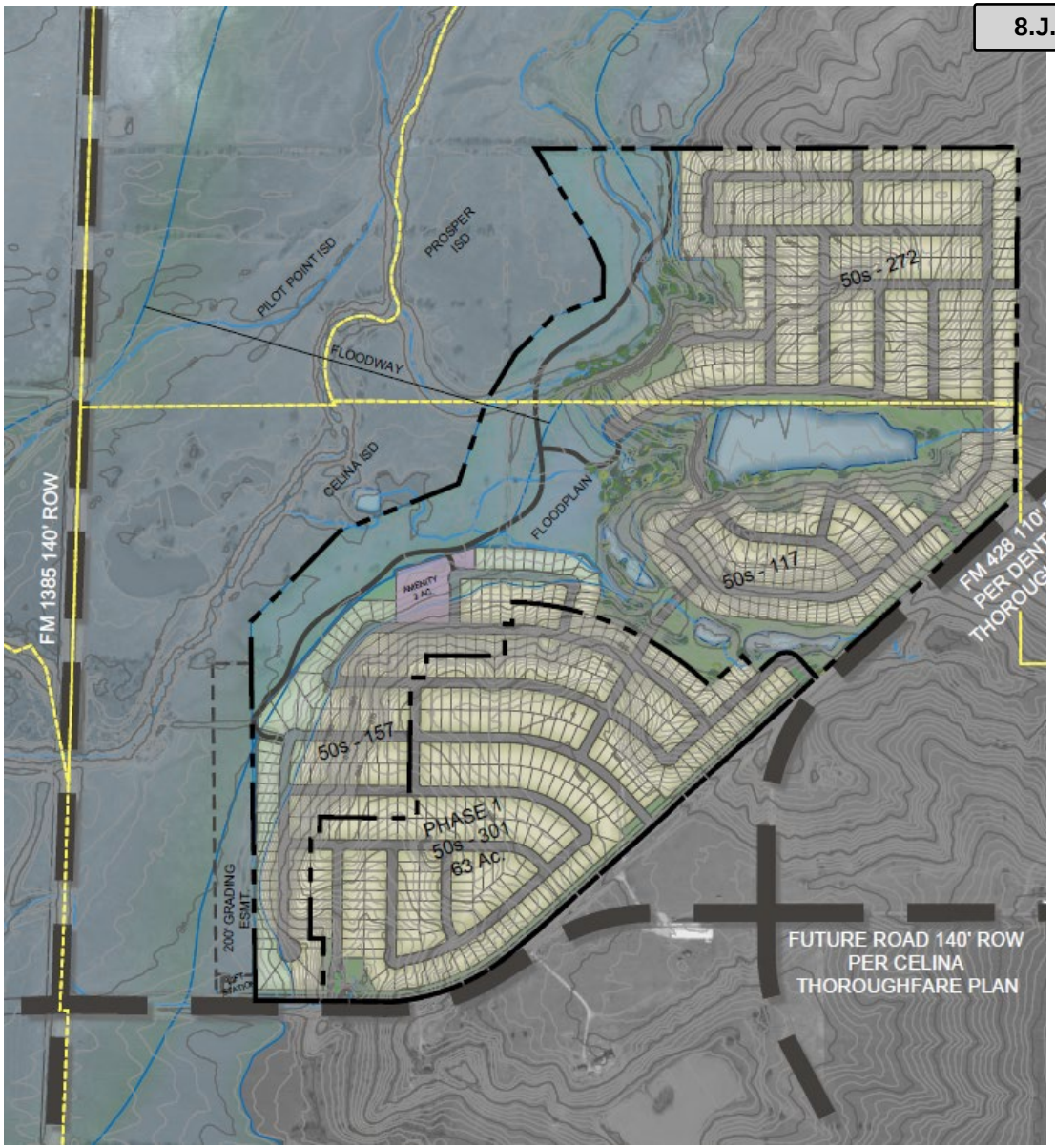
Attachment: Staff Presentation (Edgewood Creek PD – Zoning)

Background

- In March 2020, the City Council approved a Development Agreement for a residential neighborhood that also outlined the annexation and future development regulations for the subject property
- The property is approximately 247 acres within the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to zone the property to a Planned Development with Single-Family Residential Detached District (SF-R) base zoning

Attachment: Staff Presentation (Edgewood Creek PD – Zoning)

Concept Plan



Attachment: Staff Presentation (Edgewood Creek PD – Zoning)

Project Overview

- The neighborhood has approximately 850 lots
- A public trail is included along the floodplain
- Includes amenity center with timing mechanism
- Follows architectural standards and other city regulations

Attachment: Staff Presentation (Edgewood Creek PD – Zoning)

Policy Considerations

- The proposed zoning is in conformance with the governing DA
- The zoning will be considered by City Council concurrently with the associated annexation this evening

Attachment: Staff Presentation (Edgewood Creek PD – Zoning)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the request at its January 19th regular meeting
- Staff recommends approval as presented, per the governing DA

Attachment: Staff Presentation (Edgewood Creek PD – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
EDGEWOOD CREEK
PLANNED DEVELOPMENT #119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 247 ACRES LOCATED IN THE W.S. RAY SURVEY, ABSTRACT NO. 1105A, D. RAY SURVEY, ABSTRACT NUMBER 1107A, AND THE J. RAY SURVEY, ABSTRACT NO. 1104A, CITY OF CELINA, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED AT NORTHEAST CORNER OF FM 1385 AND FUTURE PUNK CARTER PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 119; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in March 2020 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit "C" and "D", respectively, 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

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 119 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 119, and incorporates the Concept Plan attached hereto as Exhibit "C" and the Development Regulations attached hereto as Exhibit "D."

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.

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

SECTION 6
COMPLIANCE REQUIRED

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

SECTION 7
PENALTY

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

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

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 9th day of February, 2021.

_____
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 (Edgewood Creek PD – Zoning)

Exhibit A
Legal Description

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

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

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

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

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

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

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

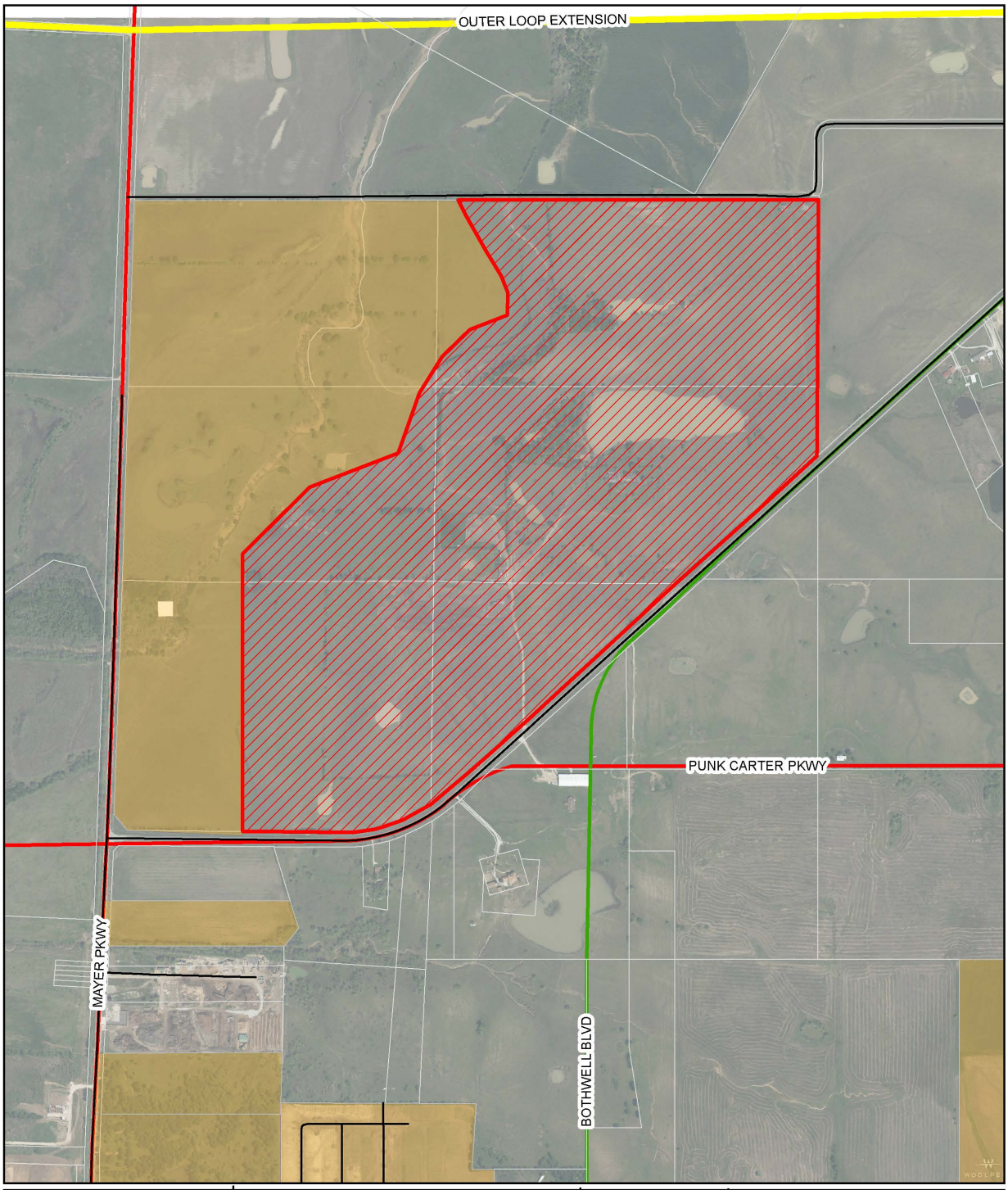
THENCE through the interior of said called 586.196 acre tract as follows:
North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
North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

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

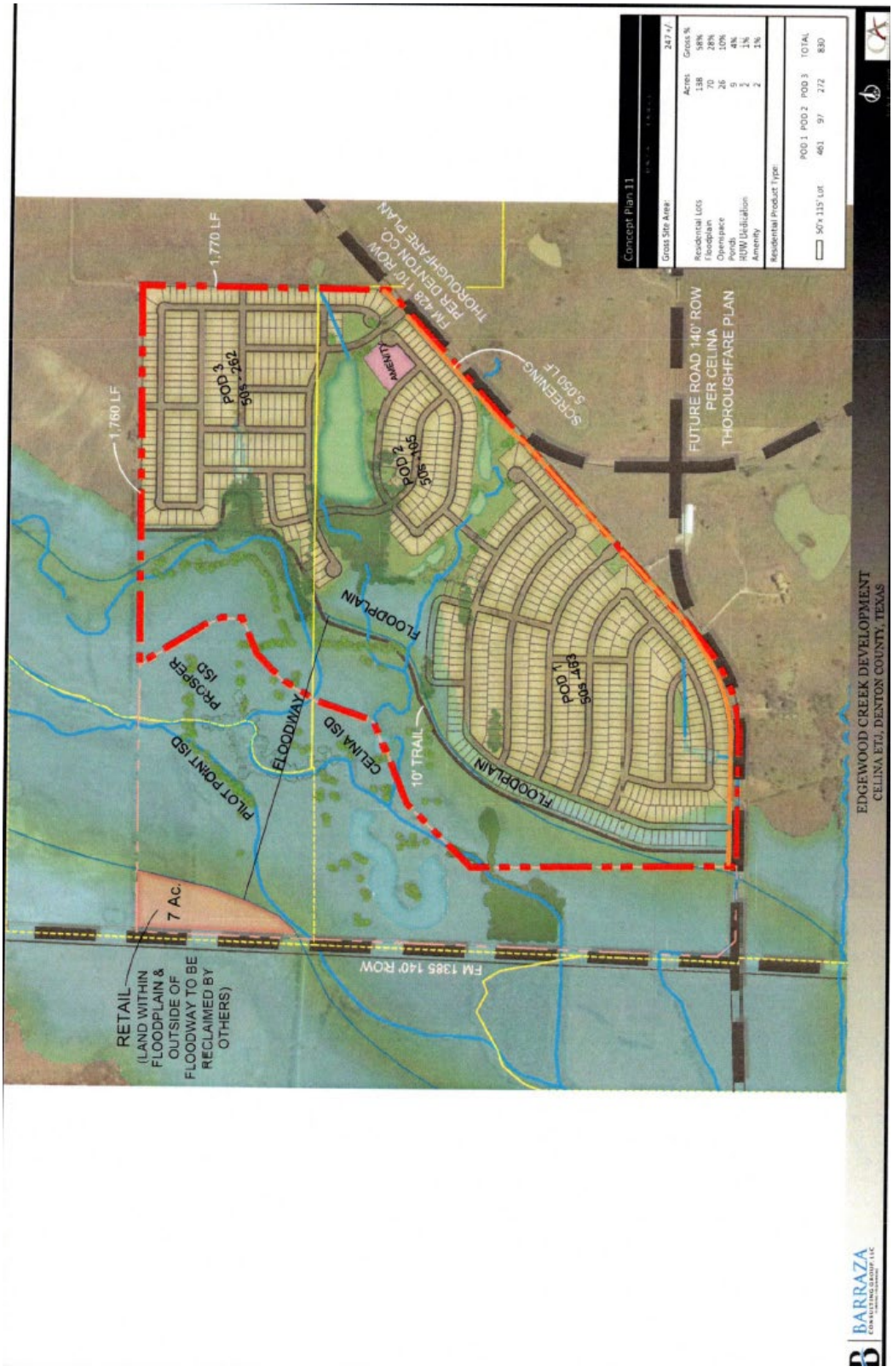
Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

Exhibit D
Development Regulations

The following is a list of all development regulations for the Edgewood Creek Development that are proposed to vary from those listed in the Zoning Ordinance.

14.02.201 Residential Districts, General Requirements.

~~(1) Open space. All residential districts are subject to twenty percent (20%) open space with a minimum of fifty percent (50%) of that open space being "usable open space," as defined in Section 14.01.115, Other Zoning Ordinance Definitions. Areas of "non-usable open space" may be allowed to be counted as a portion of the "usable open space" if the area is sufficiently amenitized, per Director approval.~~ One of the following shall be included within the overall residential development: private, 1-acre minimum amenity center.

(3) Minimum lot width for front entry garages. Any lot width less than fifty (50) ~~sixty (60)~~ feet shall have a rear entry, alley-loaded garage. Front-loading garages are allowed only on lots that are fifty (50) ~~sixty (60)~~ feet or greater in width.

14.02.203 SF-R, Single-Family Residential Detached District.

(b) Height & Area Regulations.

Maximum Height	40'
Minimum Front & Rear Sliding Setbacks (excluding garage) with either setback a minimum of 10 feet	30' ~~40~~' total
Maximum Overall Density	~~3.5 units/acre~~
Minimum Floor Area	1,200 sq ft.

(c) Other Applicable Regulations.

~~(1) Minimum percentages of lot sizes. In developments ten (10) acres or greater in size, the following minimums and maximums percentages apply. A minimum of ten (10) feet in width variation is required between the lot sizes (for example: 50', 60', and 70' is an allowable mix; 50', 55', and 60' is not).~~ The Edgewood Creek Development may include a maximum of 40% of forty feet (40') in width lots. All other lot widths within the Edgewood Creek development shall be a minimum of fifty feet (50') in width. The maximum number of dwelling units

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

permitted within Edgewood Creek Development shall not exceed one thousand one hundred (1,100).

ARTICLE II, PART TWO, TABLE 2B SF-R, SINGLE-FAMILY RESIDENTIAL MAXIMUM/MINIMUM LOT PERCENTAGES		
	Minimum Percentage	Maximum Percentage
Smallest lot size	-	40% ~~50%~~
Medium lot size(s)	flexible	flexible
Largest lot size	~~15%~~	-

(2) Amenities. A minimum of one (1) swimming pool and two (2) ~~three (3)~~ of the following shall be included within the overall residential development: private amenity center, ~~swimming pool~~, sports court, passive recreation field, community meeting room, amenitized pond or lake, and/or dog park. Hike and bike trails that are in addition to those shown on the Master Trail Plan may also be included in the amenity count. See the adopted Neighborhood Design Guidelines for more information regarding amenities.

14.03.101 Residential Zoning Districts Schedule of Uses.

The following additional uses are permitted by right:

Concrete and/ or Asphalt Batch Plant, Temporary

Construction Trailer, Sales Trailer, Construction Yard, Field Office, Temporary Dwelling, Model Home

14.04.105 Exterior Materials by Category.

(a) Category A materials are defined as the superior masonry products from which the City prefers buildings to be predominantly constructed. Unless otherwise provided for in this Chapter, acceptable Category A masonry finishing materials are kiln-fired brick, natural stone, ~~and~~ manufactured stone, and three-step stucco.

(b) Category B materials are the secondary products that the City recognizes as materials acceptable for use, products that should not be the predominant material for a building and are considered as somewhat less desirable than those materials listed in Category A. Unless otherwise provided for in this Chapter, acceptable Category B masonry finishing

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

materials include three-step stucco, architectural concrete block with integrated color (i.e. split-face CMU), concrete tilt wall (colored or stamped), treated engineered wood, Hardie board siding and cementitious fiberboard with integrated color (in the form of lap siding or board & batten).

(c) Category C materials are accent products acceptable in limited application for architectural accents and for walls on upper stories of multi-story buildings. Unless otherwise provided for in this Chapter, acceptable Category C materials include Hardie board siding, metal, tile, glass block, exterior insulation and finish systems (EIFS), ~~and~~ natural wood products, and cast stone.

14.04.107 Design Standards for Residential Structures.

(a) Design Standards for Residential Development. All new residences within the City of Celina shall conform to the following design standards:

(1) Category A Materials for Single-Family Detached and Single-Family Attached Development. Residential structures first story shall be constructed of a minimum of seventy-five percent (75%) ~~eighty percent (80%)~~ masonry, defined for single-family structures as brick, stone, or manufactured stone.

(2) Category B Materials for Single-Family Detached and Single-Family Attached Development. The remainder may include one or more of the following: three-step stucco, treated engineered wood, ~~and~~ shake shingles, Hardie board siding, and Cementitious fiberboard. Any of these materials may be used singly or in combination, not to exceed a total of twenty-five percent (25%) on the first story and fifty (50%) on the upper stories. ~~twenty percent (20%).~~ Other materials of equal or similar characteristics may be allowed at the discretion of the Director. On lots greater than one-half (½) acre in size, cedar or redwood planking may be allowed at the discretion of the Director.

(3) Category C Materials for Single-Family Detached and Single-Single-Family Attached Development. Cementitious fiberboard, Hardie board siding, or natural wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, for walls on upper stories of multi-story buildings, or other architectural accent features, as approved by the Director.

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

(4) Minimum Masonry on Front Facade. Notwithstanding the above overall percentages required for Single-Family Detached and Single-Family Attached Development, the front façade shall be a minimum of seventy-five percent (75%) ~~eighty percent (80%)~~ masonry.

14.04.204 Landscape Standards.

(1) Detention (dry) ponds. Shall be designed in a manner to be an amenity to the development by maintaining the existing natural features as much as possible, including existing trees and waterways as shown on the concept plan (Exhibit B) and providing a reduced six-to-one (6:1) slope, shall provide a large canopy tree each fifty (50) linear feet of the perimeter is required where existing tree canopy was removed to provide for detention. ~~, benches, and trash receptacles.~~

(2) Retention (wet) ponds. Shall be designed in a manner to be an amenity to the development by maintaining the existing natural features as much as possible, including existing trees and waterways as shown on the concept plan (Exhibit B) and by providing a six-to-one (6:1) slope to the normal pool level and four-to-one (4:1) to the bottom of the pond, a large canopy tree for each fifty (50) linear feet of the perimeter is required where existing tree canopy was removed to provide for detention. ~~, benches, and trash receptacles.~~ Such ponds shall include aeration and a fountain to ensure water quality.

14.04.206 Residential Landscape Requirements.

(1) Residential development entries. ~~The landscape island at the main entrances to the residential development shall be within a platted common area lot located in the median of the divided entry access point, to be owned and maintained by the homeowners association (HOA). Landscaped entries shall include a significant entry feature or other focal point, which may include a monument entrance sign creating a "sense of arrival." These features may be subject to a licensing agreement. Entry designs shall be subject to the approval of the Director.~~ Monument signs at the entryways of neighborhoods are permitted and shall conform to the general monument sign regulations adopted by the City.

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

Ornamental hanging signs suspended from a decorative post shall be allowed in lieu of monument signs for entryways of neighborhoods.

(b) Residential Vegetation Requirements. Trees shall be planted as referenced in the Table 6, below. Trees planted in the front yard or side yard on a corner shall be planted in the area between residence and the sidewalk, unless the subdivision is specifically designed to accommodate this tree location with sidewalks set back from the street a minimum of eight (8) feet.

ARTICLE IV, PART TWO, TABLE 2
TREES & SHRUBS REQUIRED PER RESIDENTIAL LOT

Size of Lot (square feet)	*Number of Large Trees*	*Number of Ornamental Trees*	*Number of Shrubs*
Up to 7,000	1 in front yard	1	12
7,001 to 10,000	2 total; 1 in front yard	1	15
10,001 to ½ acre	4 total; 2 in front yard	2	20
Greater than ½ acre	6 total; 3 in front yard	3	24
Corner lots, all sizes	1 additional tree on side facing street	-	-

14.04.208 Roadway Landscape Easements & Buffers.

(a) Minimum Width of Landscape Buffers Along Roadways.

(1) Adjacent to all six-lane divided streets and limited access roadway service roads, as shown on the Thoroughfare Plan, the landscape buffer shall be a minimum twenty-five (25) ~~forty (40)~~ feet wide.

(2) Adjacent to all four-lane divided streets, as shown on the Thoroughfare Plan, the landscape buffer shall be a minimum of fifteen (15) ~~thirty (30)~~ feet wide.

(3) Adjacent to all other streets called out on the Thoroughfare Plan, the landscape buffer shall be a minimum ten (10) ~~twenty (20)~~ feet wide.

14.04.302 Screening, Residential Subdivision Walls.

(1) ~~Perimeter walls required with residential subdivisions. Subdivision perimeter screening walls must be constructed by the developer with each phase of the subdivision infrastructure adjacent to rights-of-way sixty (60) feet or greater. Perimeter landscaping and irrigation are required.~~

The developer will construct a masonry screening wall along FM 428 and the remainder of the screening shall be Cedar board-on-board wooden fence and masonry columns.

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

Screening of utility units: HVAC units are not required to be screened from view from streets with shrubs or a stained wood fence.

The following is a list of additional development regulations that are proposed.

Power lines: Only power lines within the development shall be buried; Overhead power shall be allowed along FM 1385 and FM 428 or other Major roadways.

Water & Sewer: Mustang Special Utility District design standards shall be used for the Edgewood Creek Development.

Wall Maintenance Easements: All wall maintenance easements shall be contained within the limits of the development.

Attachment: Draft Ordinance (Edgewood Creek PD – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

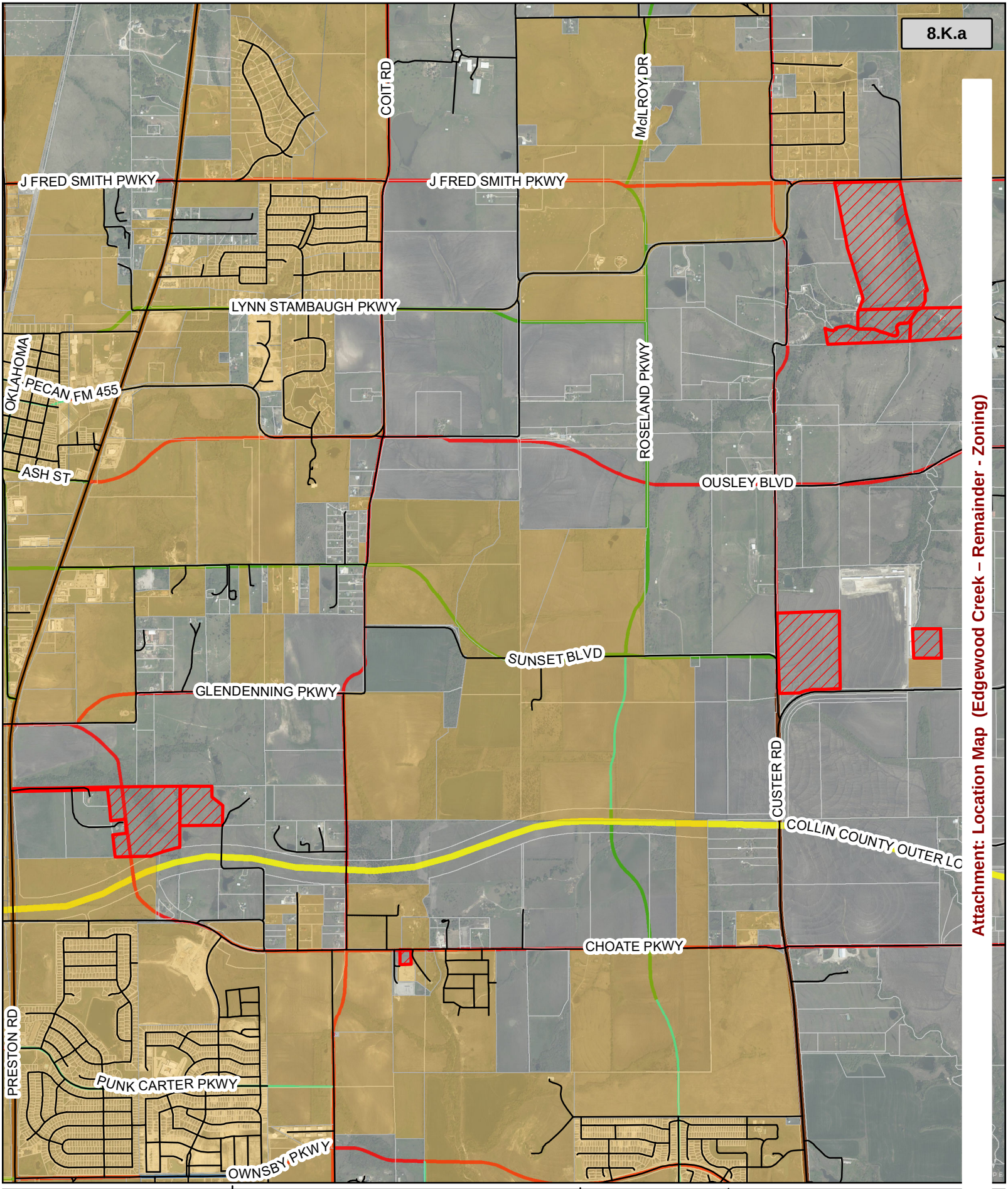
To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Manager
CC:	Jason Laumer, City Manager
Date:	February 9, 2021
Re:	Edgewood Creek - Remainder - Zoning

Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 246 acres to Agricultural District (AG), generally located west of FM 2478, south of FM 455, north of Frontier Parkway, and east Preston Road. (Edgewood Creek – Remainder - Zoning) (Mohan)

Background Information:
Refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Edgewood Creek – Remainder - Zoning)

CELINA TEXAS EST. 1876
Life Connected.

Edgewood Remainder Location Map

Date: 12/31/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels

N
W E
S

0 Feet

Edgewood Creek Remainder

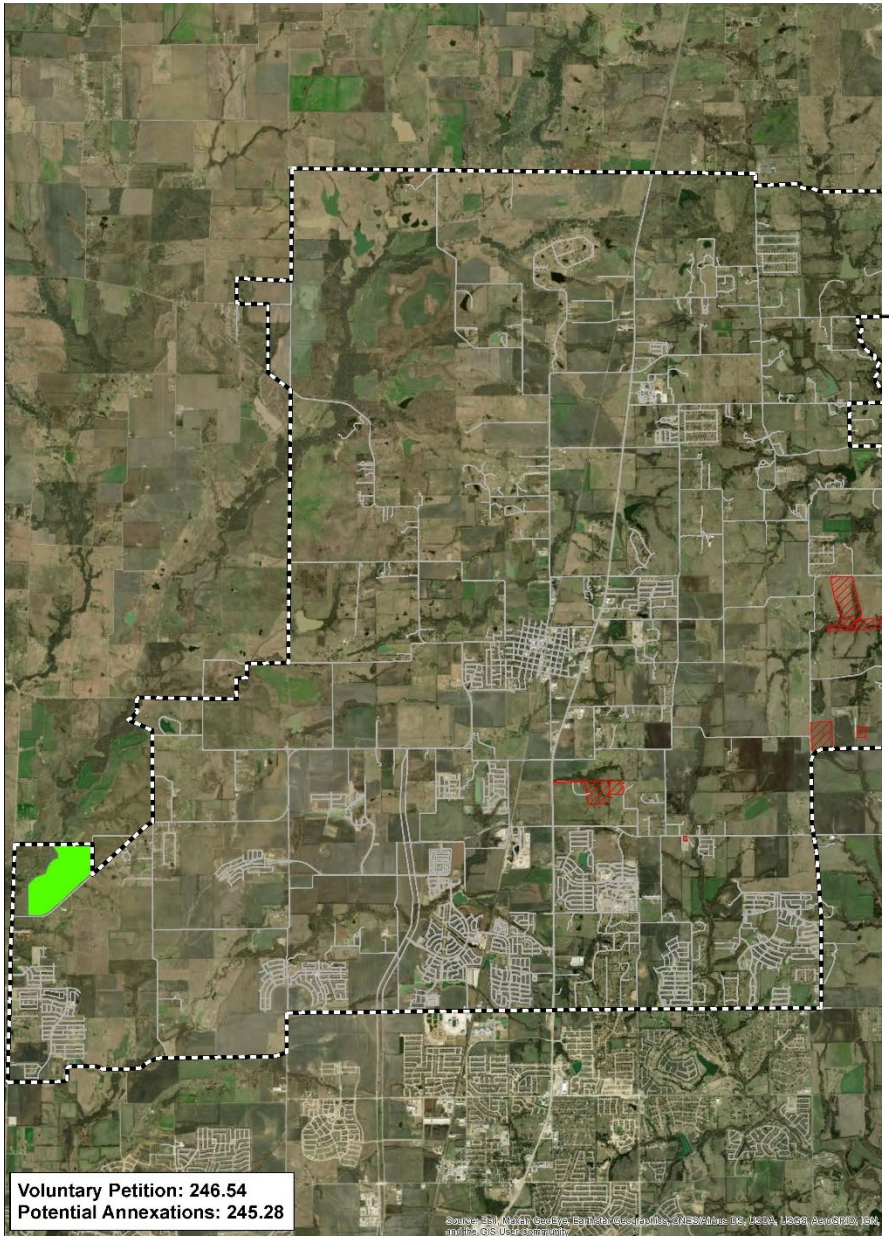
Zoning

City Council

February 9, 2021

Attachment: Staff Presentation (Edgewood Creek – Remainder - Zoning)

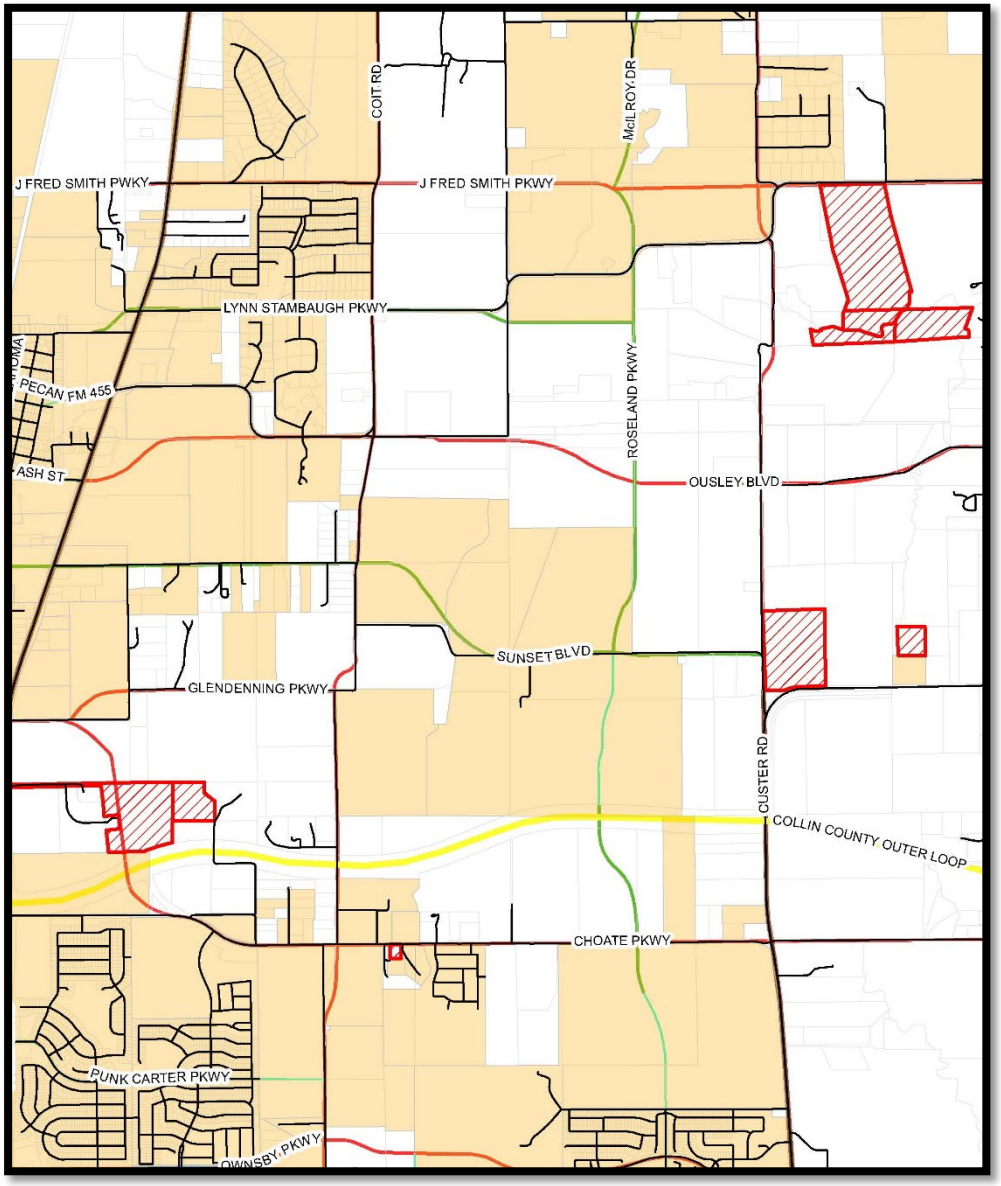
Annexation Map



Legend

- Ultimate Boundary
- Roads
- Voluntary Petition
- Potential Annexations

Attachment: Staff Presentation (Edgewood Creek – Remainder - Zoning)



Location Map

The subject properties are generally located within the ultimate growth boundary of the City of Celina

Attachment: Staff Presentation (Edgewood Creek – Remainder - Zoning)

Background

- The properties are approximately 246 acres within the Extraterritorial Jurisdiction (ETJ)
- The properties are associated with the Edgewood Creek C-4 statutory consent annexation

Attachment: Staff Presentation (Edgewood Creek – Remainder - Zoning)

Policy Considerations

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a "holding district"
- The property owners may in the future request the City to consider another zoning district
- Some property owners preferred signing a deferral agreement over being annexed; others have not responded
- No residents are included in the annexation or zoning

Attachment: Staff Presentation (Edgewood Creek – Remainder - Zoning)

Recommendation

- The zoning change will be considered by City Council concurrently with the associated annexation this evening
- The Planning & Zoning Commission recommended approval (5-1) of the request at its January 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Edgewood Creek – Remainder - Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
EDGEWOOD CREEK REMAINDER ZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 246 ACRE TRACTS OF LAND GENERALLY LOCATED WEST OF FM 2478, SOUTH OF FM 455, NORTH OF FRONTIER PARKWAY, AND EAST PRESTON ROAD, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (Edgewood Creek – Remainder - Zoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as Agricultural District (AG), on certain tracts of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Agricultural District (AG).

SECTION 5
REVISION OF ZONING MAP

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

SECTION 6
COMPLIANCE REQUIRED

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

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of

Attachment: Draft Ordinance (Edgewood Creek – Remainder - Zoning)

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 while 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

Attachment: Draft Ordinance (Edgewood Creek – Remainder - Zoning)

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 9th day of February, 2021.

_____
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

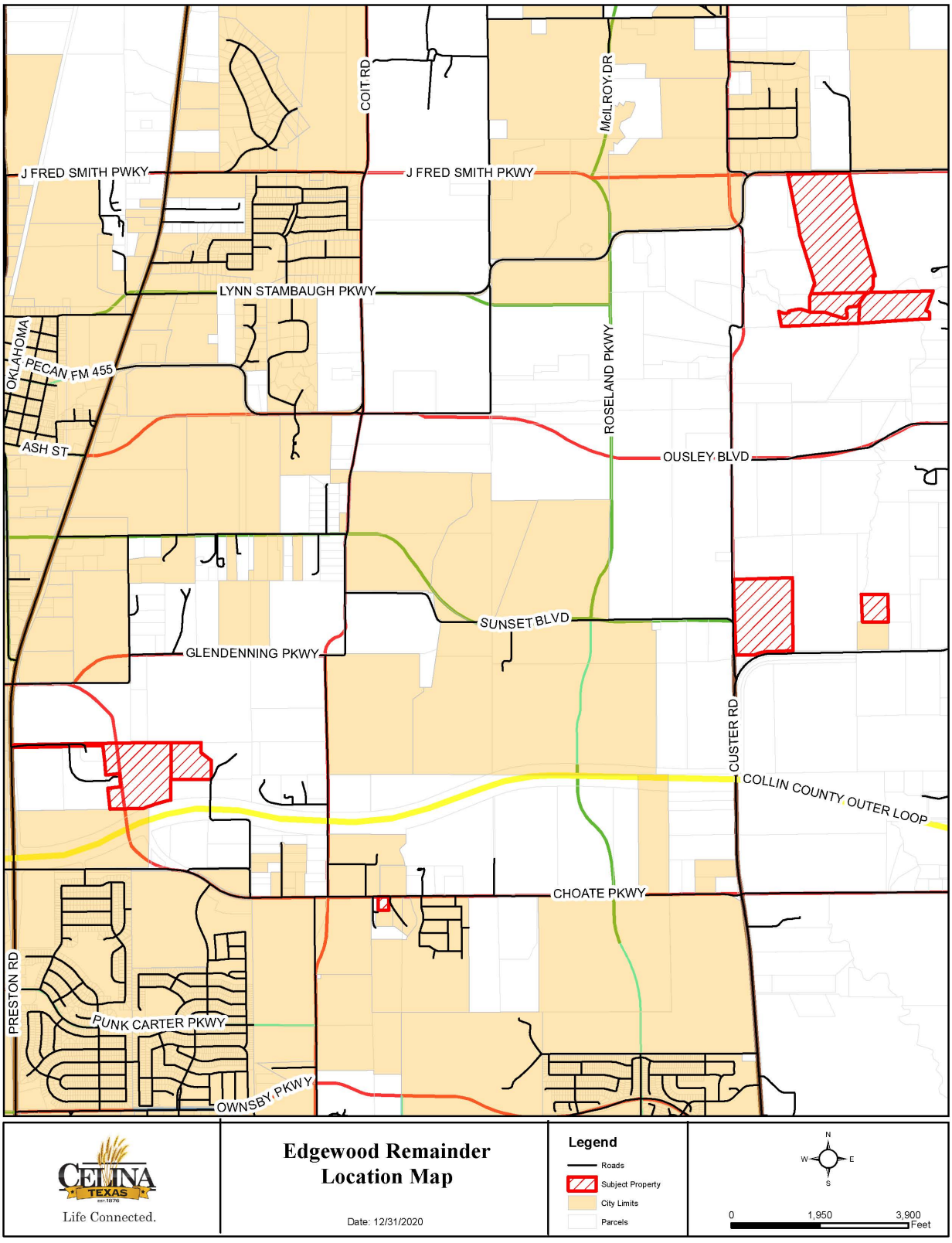
Attachment: Draft Ordinance (Edgewood Creek – Remainder - Zoning)

Exhibit A
Legal Description

1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,
6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,
7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,
8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,
9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway.

Attachment: Draft Ordinance (Edgewood Creek – Remainder - Zoning)

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (Edgewood Creek – Remainder - Zoning)

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Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	February 9, 2021
Re:	Downtown Code Text Amendment

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony on Downtown Code (DTC), by repealing and replacing the entirety of Chapter 14: Zoning, Section 14.02.206, OT-R, Old Town Residential (Downtown) District and Section 14.02.407, OT, Old Town (Downtown) District. (Downtown Code Text Amendment) (Nusser)

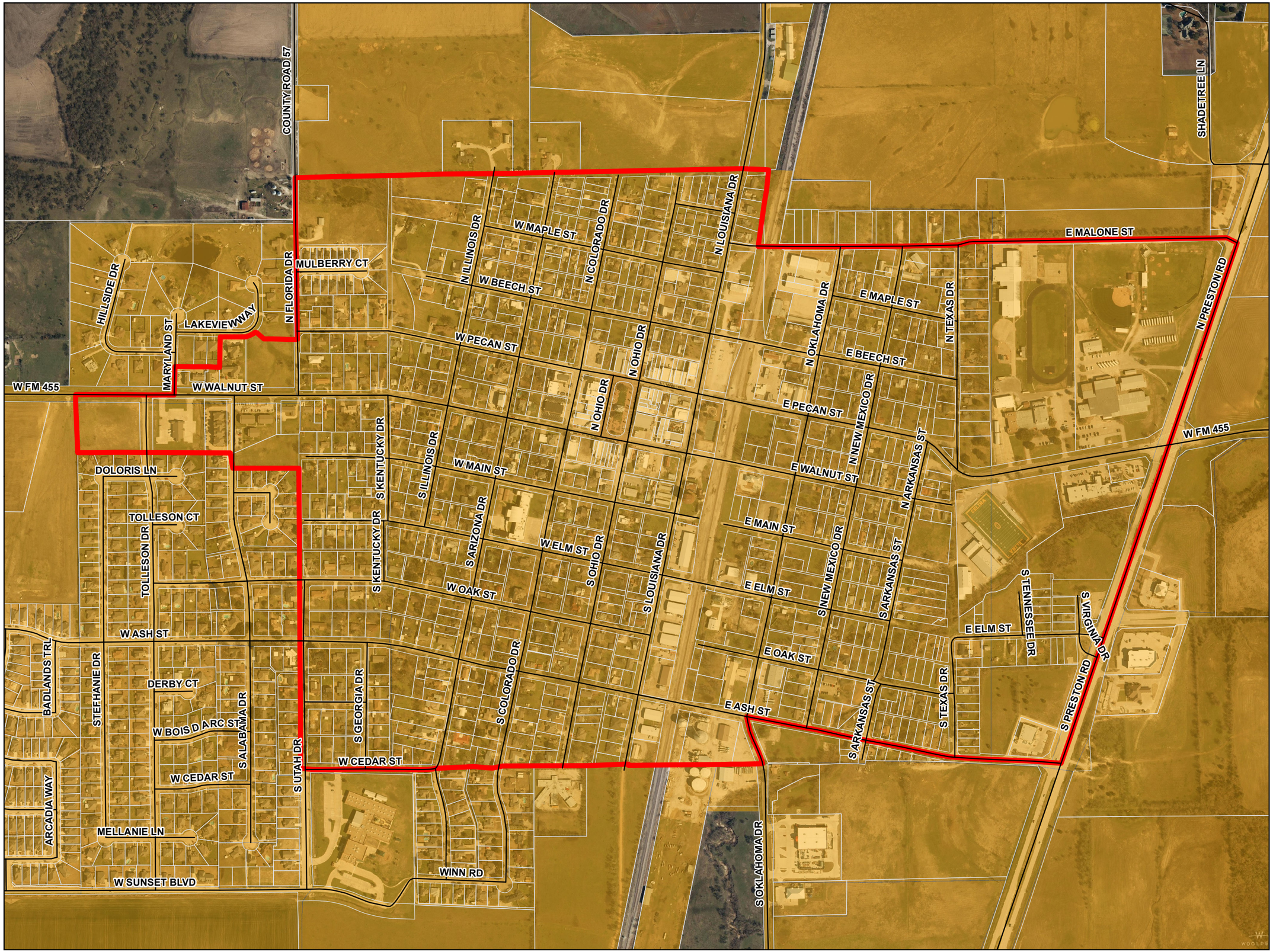
Background:
In January 2019, the City of Celina adopted the Downtown Master Plan, which shared a 20+ year vision for the future of downtown. One of the many implementation steps includes correcting the regulatory framework of downtown so that the vision, as outlined in the Downtown Master Plan, can be realized.

This item is for the text amendment to the Zoning Code.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Code

Staff Recommendation:
NA

Downtown Zoning Notices Location Map



Legend

- Roads
- Downtown Boundar
- Parcels
- City Limits

N
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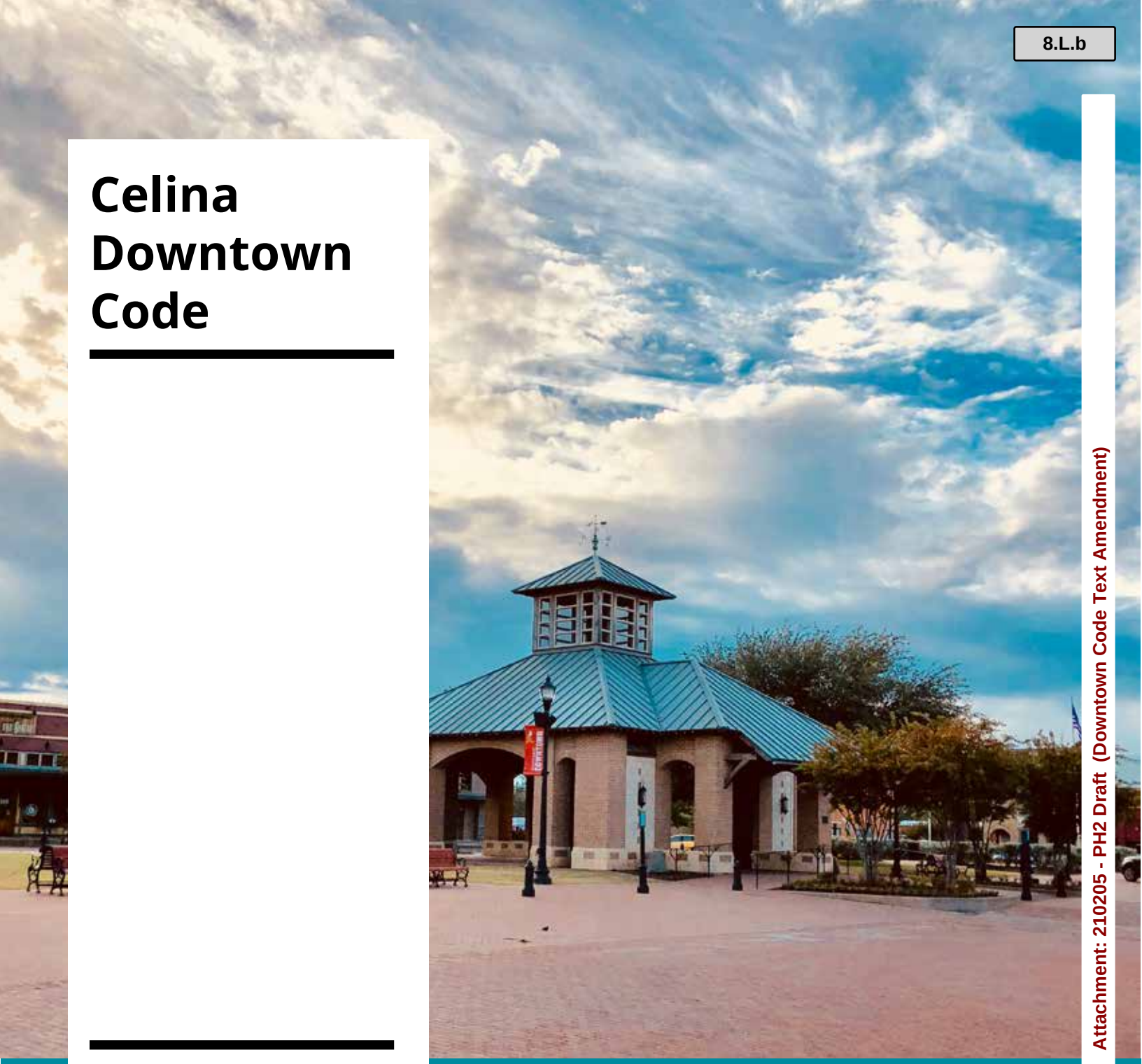
Date: 1/6/2021

CELINA TEXAS

Life C

Attachment: Location Map (Downtown Code Text Amendment)

Celina Downtown Code



PUBLIC HEARING DRAFT
February 5, 2021

CELINA TEXAS EST. 1876

Life Connected.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Prepared for:
The City of Celina, TX

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Kimley»Horn
Expect More. Experience Better.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

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Administration
Applicability

(a) Purpose

1. The following districts and standards were developed to promote urban development form that aligns with the Vision and Strategies set forth by the Celina Downtown Master Plan. Downtown Celina is a place of historical, cultural and architectural importance. The Celina Downtown Master Plan defines a Vision for Downtown that is safe, lively, mixed-use, pedestrian-oriented, family-friendly, and that has a high-quality public realm. Public realm is defined herein as the areas of Downtown that can be witnessed by residents, employees, and visitors, either by sight or by public experience.

2. Celina's zoning districts in other areas of the city do not provide for the type of development envisioned for Downtown, with each area's specific context taken into consideration. The Downtown Code provides a set of districts and standards to apply to different Place Types, with clear direction for Downtown development.

3. This Downtown Code was adopted on **March 9, 2021** and became effective on **March 9, 2021**.

Figure 1. Downtown Code Lim s

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(b) Principles

1. Development shall enhance Celina's position as the region's predominant economic, civic, entertainment, and cultural center.

2. Development shall positively contribute to unique mobility corridors with high quality public realms that enhance the functionality of the project, its surroundings, Downtown, and the City overall. Development shall provide and design for walkability, travel choice, and modern advances in transportation as applicable.

3. Development shall provide and maintain compatible transitions of form, use, and scale between existing and new development and projects.

4. Reinvestment in existing neighborhoods shall reinforce and enhance existing characteristics and heritage.

5. Historic resources shall be preserved, restored, and protected to the extent practicable. New construction or renovation should have a Historic Texas design, with special consideration given to the design of the public realm.

6. Parking and access shall be balanced in a pedestrian- and bicycle-oriented manner to result in a safe and enjoyable pedestrian and bicycle experience.

7. Landscape and public art shall be provided and designed to promote the safety, branding, function, and beauty of Downtown.

8. Design and function of development shall be sustainable in how it caters to the people who experience Downtown, impacts the environment, and provides a tenacious fiscal return.

9. Diversity of housing types, styles, prices, and sizes shall be encouraged.

10. Administration of the Downtown Code shall prioritize reducing barriers to entry for new businesses and entrepreneurs.

(c) Intent

1. The purpose of the Downtown Code is to implement the Vision, that was made by the Community in the Downtown Master Plan, for property within the limits of Downtown with clear regulations and development processes. The Downtown Code fosters predictable results, order, safety, and Community welfare by prescribing the physical form of buildings and supporting elements and by stipulating the relationship between the people in Downtown, the pedestrian and bicycling experience, building facades, the public realm, structure adjacency, and the function of Downtown streets and blocks.

2. The Downtown Code applies to all property within the Downtown Code limits as illustrated below in Figure 1 or the Official Zoning Map of Celina, whichever has the most recent date of update.

3. All standards and guidelines for streets, mobility, and travel choice (i.e. multi-modal accommodations) apply to public streets, private streets, and fire lanes (where provided for connectivity).

4. Where Chapter 14 conflicts with a standard set out in the Downtown Code, the standard of this Downtown Code controls.

5. Illustrations, photographs and graphics are included in this Downtown Code to illustrate the intent and requirement of the text. In the case of a conflict between the text of this Downtown Code and any illustrations, photographs and graphics, the text governs.

6. All appliable city codes such as subdivision, building and fire shall still apply.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(d) Purpose

1. Essential to maintaining community relevance will be regular updates and amendments. These updates and amendments will ensure Code accuracy, public notification, and assessment of objectives.

2. As time passes, development will be constructed and new goals will be envisioned. This constant change means the Downtown Master Plan and Downtown Code should be living documents that grow with the community, and updates or amendments are part of that process.

(e) Updates and Amendments

1. The Director of Development Services should conduct regular reviews of the Downtown Code.

2. The review should include an assessment of major developments that were accomplished, areas of conflict that should be addressed and any modifications to the Regulating Plan.

3. Reviews should be a collaboration of all City departments and pertinent stakeholders to assure there is a comprehensive look at all aspects of the development process and accomplishments within Downtown.

4. Property within the Downtown Code is intended to be generally consistent with the limits of the study area in the approved Celina Downtown Master Plan. Property surrounding Downtown need not be zoned as Downtown to have similar standards so effort should be made to keep surrounding zoning consistent in terms of permitted uses and form-based character restrictions. Additional property can be included if the limits of Downtown are amended as part of a future Downtown Master Plan Update process or in a periodic circumstance as provided below.

(f) Expansion of the Downtown Limits

1. Owners whose property abuts the Downtown District may request inclusion in the boundary. Such requests must be submitted to the Planning Department, as a request for rezoning. The request shall be reviewed to ensure consistency with the Celina Downtown Master Plan.

2. Requests from owners whose property does not abut the Downtown may be considered for inclusion in the Downtown Code through a rezoning request on a case-by-case basis, based on one or more of the following:

(A) The property is within close proximity to the boundary;

(B) The physical character of the property is consistent with the overall character of the nearest Downtown Code District; or

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(g) Regulating Plan

1. The Downtown Code is organized by Downtown Districts and Street Types in a Regulating Plan derived from existing characteristics and the community's envisioned future for Downtown as approved in the Downtown Master Plan. The Districts are distinguished from one another by their physical form and function, as well as their location within Downtown Celina. The following Downtown Districts and Street Types are established as shown below:

Gateway East
Preston Streams
Entertainment
Patio Commons
The Verandas
The Bricks

BNSF Railway
Type A
Type B
Type C
Type D

Figure 2. Regulating Plan

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(h) Minor Modifications

1. During the review process, the Director is authorized to approve Minor Modifications at the request of an applicant. Minor Modifications are provided for basic flexibility in design.

2. The Director is authorized to take action on the merits of a specific requested Code modification and is not authorized to require the applicant to offset the Code modifications with additional development enhancements, although such discussions are not necessarily discouraged.

3. Numerical adjustments up to 10 percent to the following:

(A) Frontage requirements

(B) Building/parking setback ranges

(C) Building type dimensions

(D) Height minimums and maximums

(E) Signage requirements

(F) District boundaries (within Downtown but not outside Downtown limits)

(G) Block Dimensions

(H) Landscape requirements

4. The Director may reduce required landscaping and design standards by not more than 25 percent, at the request of an applicant, when compliance with these standards would be impractical or not feasible due to:

(A) Location of existing structure;

(B) Special site organization requirements;

(C) Topography or preservation of quality tree(s);

(D) Novel or experimental techniques of design or land development;

(E) Safety requests by the Fire Marshal or Police Chief; and/or

(E) Applicable Federal or State regulations (ex. site specific ADA requirements).

5. The Director is authorized to waive front porch requirement in cases that achieve the intended outcome of street activation.

6. Financial considerations alone shall not be basis for Minor Code Modifications under this section of reductions.

7. Building Official has authority to modify new construction sprinkler requirement within Patio Commons.

8. High traffic or multi-function areas are eligible for review of alternative landscaping standards such as artificial turf or other permeable materials.

(i) Major Modifications

1. The Downtown Commission is responsible for reviewing major modification requests that do not qualify for staff approval, and to review appeals of staff decisions/interpretations.

2. The Downtown Commission's decision to approve or deny a request for a modification is based on the following considerations:

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(A) The physical conditions of the property, such as steep slopes, flood plain, drainage, or small or irregular lot shape, make compliance to the specific standard physically impossible, and this hardship is not created by the applicant; or

(B) The applicant meets the burden of presenting an alternative means of compliance that clearly demonstrates how the code exception would equal or exceed the existing standard in terms of achieving the stated principles above; and

(C) The modification will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, water quality management, and other matters affecting the public health, safety and general welfare; and

(D) The modification will not result in a substantial departure from the basic urban principle that buildings should directly front streets (as opposed to being set back from the right-of-way) and add value to the animation and pedestrian walkability of the street edge.

3. For any request to increase maximum building height, Downtown Commission may grant up to one additional story of 12 feet or less, in height. The Committee may require the additional story to be stepped back a minimum of 10 feet from all building faces fronting a street. Requests for more than one additional story require rezoning.

4. When reviewing requests for modifications, the Downtown Commission shall consider the principles stated in page 1-2.

(j) Commission Appeals

1. Any applicant, citizen, or staff aggrieved with the decision of the Downtown Commission may appeal to the Celina City Council for further consideration within ten days of the Commission's decision. A signed, written request must be received by the Director of Development Services from the aggrieved party.

2. The City Council must conduct a public hearing, providing general public notice pursuant to the Open Meetings Act. At such hearing, the Director of Development Services or his/her designee, the applicant, and any opposition or aggrieved parties may present.

Approval Authorities

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(k)Authority, Duties, & Responsibilities

1. Hereby is created the Downtown Commission (Commission). The powers of the Commission shall include the authority to do the following:

(A) Approve/disapprove major modifications for the Downtown district;

(B) Approve/disapprove appeals from staff regarding interpretation and minor modifications;

(C) Promote design guidelines for the Downtown district;

(D) Review any long-range planning activities of the Downtown;

(E) Recommend policies pertaining to the Downtown to City Council.

(F) Discuss, review, and recommend policies pertaining to gentrification and Downtown residential living.

2. The Downtown Commission shall act as the Historic Preservation Commission (HPC) in all its capacities, the Main Street Advisory Board in all its capacities, the Fine Arts Board until it is established and the above stated duties as it pertains to this Code.

City Secretary

Applications for boards and commissions are administered by the City Secretary's Office in compliance with the Downtown Code administrative regulations.

(l) Membership

1. The Commission shall be composed of nine rotating members who can be:

(A) Celina residents,

(B) Downtown stakeholders, or

(C) Local design professionals.

(D) The City Manager, Development Services Director, and the City Attorney also serve as ex-officio members of the Downtown Commission.

2. If one or more of the categories of Commissioners provided above cannot be fully filled, a member of similar intent or availability can be appointed to serve.

(m) Terms

1. Upon commencement of the Downtown Commission, appointments will consist of three year terms staggered to ensure three members rotating annually. Members may remain on the Commission after their term has expired until a new appointment is made to fill their position.

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(n) Procedures

1. A chair and vice-chair shall be elected annually by the Commission members.

2. The Commission shall meet as needed as determined by the Director. The Director may, when necessary and with adequate notice, call special meetings of the Commission. All meetings will be held in conformance with State law.

3. Notice of public hearing shall be published in the newspaper and sent to the adjacent property owners of the subject property a minimum of ten days prior to the public hearing.

4. A quorum shall consist of five Commission members. A positive vote of a majority of the quorum shall be required to take any official action.

5. Staff should coordinate periodic training workshops for Commission members regarding the subject of planning, zoning, comprehensive plans, historic preservation, open meetings, or other subjects of benefit to the members and the functioning of the Commission.

(o) Review Process

1. An application and all required information, including the following, shall be submitted to the Director at least 30 days prior to the regularly scheduled monthly meeting of the Commission to be placed on the agenda.

(A) Complete and sufficient application outlining modification/appeal

(B) Site plans

(C) Building elevations

2. The Director will present a written report to the Commission.

3. The Commission will consider each request at their regularly scheduled meeting, provided all the required information has been submitted on time.

4. The Commission may establish operating procedures that conform with the Texas Open Meetings Act.

5. The Commission will consider the issues presented to them in the staff report, a presentation from the applicant and any public opposition, and will then approve the request, approve with conditions, or deny based upon the intent of this code. The Commission must document the reason for approval or denial of a request.

6. All decisions and the basis for the decisions of the Commission will be documented in writing, and submitted by the Director to the applicant and the Development Services Department for enforcement.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

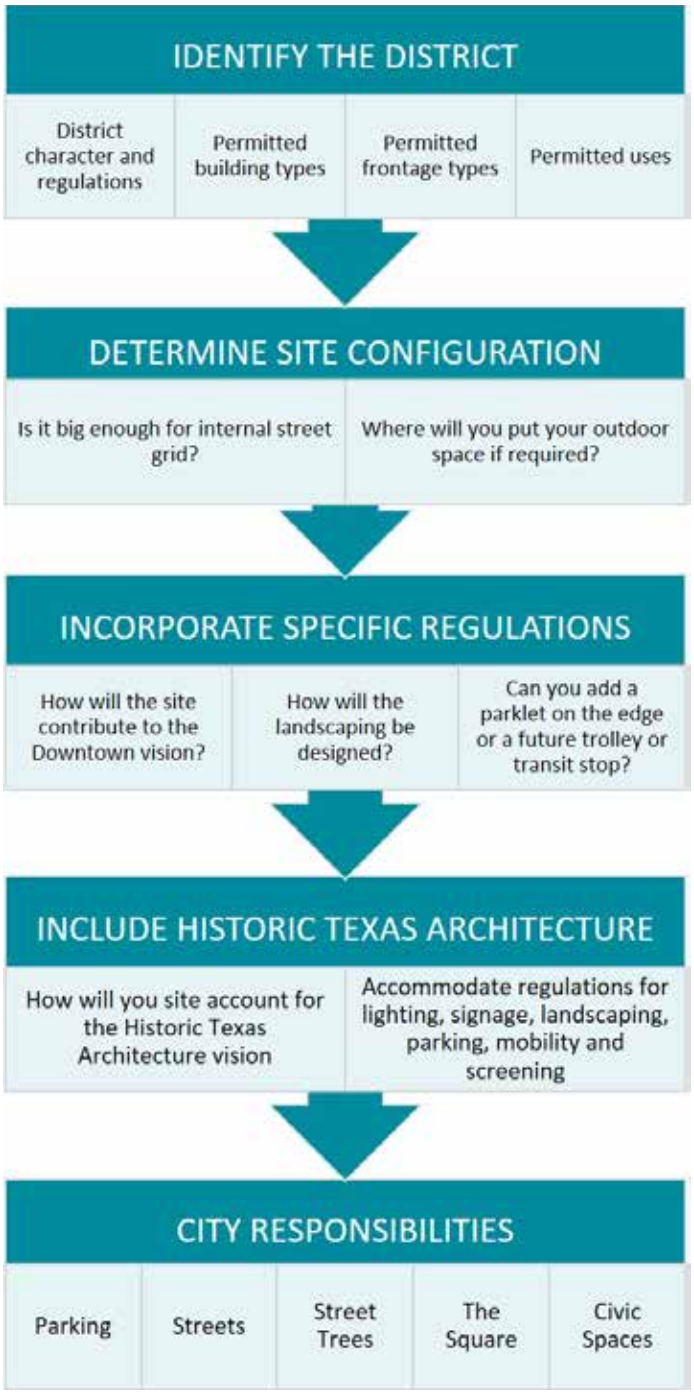
(p) Development Process

1. The development process for projects within the Downtown will follow the normal development process outlined by the City of Celina.

2. The administrator and primary contact for the Downtown Code shall be the Director of Development Services.

3. All processes shall be compliant with federal and state regulations. Local development code shall be superseded in the event there is conflict.

4. When development standards conflict between district and housing type, the most restrictive standard shall apply.



Development Process Goals

- Provide certainty to applicants by having clear standards.
- Provide a smooth, predictable, and quick process that results in development consistent with the Downtown Vision.
- Provide a collaborative and partner-based approach to development to ensure great outcomes.

1. Plan approval shall be required in the following instances:

(A) New design site; and/or

(B) Expansion of 15% of existing square footage or new building construction.

Building permit package can be submitted in lieu of site plan approval.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(q) Procedural Regulations

1. Plan approval shall be required in the following instances:

(A) New design site; and/or

(B) Expansion of 15% of existing square footage or new building construction.

- Building permit package can be submitted in lieu of site plan approval.

2. The standards of this code apply to all new construction and the following instances:

(A) New design site;

(B) Expansion of 15% existing square footage;

(C) Facade renovation visible from public ROW or public space.

(D) Permits shall be obtained for all projects.

(E) It is a minor modification to allow minor expansions to existing buildings.

3. The minimum lot size for properties within the Downtown shall be regulated by the the Subdivision Ordinance, Building Type, and Fire Code.

4. Existing residential homes may expand, upon review and approval of a building permit, by using like materials, as long as they are in keeping with the Historic Texas Architectural Style defined herein, and they may also take advantage of any reduced setbacks of the new zoning as long as they are in conformance with the other provisions of the Downtown Code. Residential uses are permitted in all areas of Downtown and are not removed with this Code from any areas Downtown.

Existing non-residential structures in the Entertainment District, which historically had more intense tenant occupancies, may continue land uses that are light commercial, heavy commercial, retail, office, and other general non-residential land uses that are similar to those in operation at the time of adoption of the Downtown Code. Small-scale light manufacturing or very light industrial type development may be allowed if the performance of the operations do not involve public nuisances (smoke, smells, noise, etc.) or unscreened storage of raw materials, as long as they are similar to the ones that may be in operation at the time of adoption of the Downtown Code. Existing non-residential structures may expand up to 25% in floor area with like materials upon review and approval of a building permit in conformance with the other provisions of this Code and the Code of Ordinances.

(r) Design Standards

1. The Design Standards are based on the overall vision for Downtown. This vision is comprised of districts that create a sense of place with its own unique character associated to each one. Form and design are paramount to how development functions so the Code's Building Types were crafted to allow the market to contribute to a sense of place and character for each district and the Downtown as a whole.

2. These Standards should be examined closely in the early development feasibility stage to ensure a successful and efficient project.

3. Permitted Uses provide a general framework of what could work within these districts and to reflect the scale and character of each district. A wide range of Permitted Uses are provided for each district, and the Code relies heavily on the Design Standards to control appropriate usage of buildings and design sites.

4. Street Types complement the types of activities that would be common within the districts and their designated regulations by establishing appropriate signage and frontages. Block standards are identified based on the Street Type and district along with public realm standards that combine to provide visual order, a sense of place, and a cohesive approach to Downtown development and redevelopment.

Design Standards Goals

- Resulting development that is safe and orderly to provide a comfortable and enjoyable Downtown experience.
- Provide standards that provide market flexibility and focus on safety, form, and function rather than use, with the exception of some prohibited uses.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(a) Building Types

1. The following Building Types align with goals and strategies from the Downtown Master Plan. Each Building Type represents a unique building form that is focused on functionality and compatibility within its established district, but not on land use. Building Types that are appropriate for each district are based on the existing and proposed scale of each district, its function within Downtown, and the overall vision of each district and Downtown.

2. General regulations are listed within this section and district-specific regulations are reflected within each district section. Each district contains a list of permitted Building Types.

3. The Building Types do not indicate use and are designed to be form-based and flexible. This approach will ensure consistency in building scale, form, and design. The names of the Building Types are not intended to limit uses within a building type. For example, a House may have non-residential uses within it, such as an office or a coffee shop, but the name refers to how the building looks, its size, and its function within Downtown and its district.

Graphics of building types that follow illustrate conceptual form. Building types do not reflect use. For example, "House" can have non-residential uses.

4. The Building Types are categorized into two groups: house-scale buildings and block-scale buildings. House-scale buildings are those that are the size of a house, typically ranging from as small as 30 feet wide up to 80 feet wide. Block-scale buildings are those that are individually as large as most or all of a block, or when arranged together, along a street, appear as long as most or all of a block.

5. The design site size standards for each building type are governed by Building Type dimension requirements, minimum open space requirements, minimum parking requirements, and public realm standards. If the subject design site is too small to fit the necessary features of a particular Building Type, a different Building Type or design site must be selected. This Code does not contain a minimum lot size, and minimum lot size would only be relevant for subdivision at which time all City subdivision standards would apply.

6. Each design site shall have only one primary building type, except as follows:

(A) Where an Accessory Building is provided in addition to the primary building type;

(B) Where the district allows the Courtyard Building Type, a design site may have up to 3 structures comprising the Courtyard Building Type;

(C) Where the district allows the Cottage Court Building Type, a design site may have up to nine structures comprising the Cottage Court Building Type per Cottage Court Pod. A design site may have more than one Cottage Court Pod.

(D) More than one Building Type is allowed on a design site if the submitted building permit application includes a site plan with proposed design site lines that meet all the requirements of this Code.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(b) Building Type Standards

1. Accessory Building

(A) A secondary, detached structure located behind the primary structure(s) of a design site. It provides a small residential unit up to 1,000 square feet of air conditioned space, home office space, car storage, or other small commercial or service use as permitted in the governing district, that may be above a garage or at ground level. Must be consistent look and design as primary structure(s) in color, materials, and architectural style.

(B) This Building Type is important for providing additional housing units in Downtown to support commercial vitality, it provides small business incubation opportunities and live-work spaces, and it also helps provide a lively mixture of uses that sustain the City fiscally.

2. House

(A) A detached structure on a small- to medium-sized design site with one residential unit or one non-residential use and private open space. These buildings should encourage interaction with neighbors and the street room. House Building Types are encouraged to be complemented with Accessory Buildings where feasible in lot configuration.

(B) This Building Type is important for providing a broad choice of housing types Downtown, promoting walkability, and providing business opportunities in residential style structures to contribute to Downtown charm.

3. Estate

(A) A detached structure on a design site located within The Verandas with one residential unit or one non-residential use and private open space. These buildings have ground floor, front, veranda-style porches to encourage interaction with neighbors and in the street room, as well as to continue the character of The Verandas. Estate Building Types are encouraged to be complemented with Accessory Buildings where feasible in lot configuration.

(B) This Building Type is important for providing a broad choice of housing types Downtown and providing business opportunities in residential style structures to contribute to Downtown charm.

4. Duplex

(A) A small-to medium-sized detached structure that consists of two side-by-side or stacked dwelling units or small non-residential units on one lot, typically facing the street and within a single building massing. It has the appearance of a medium to large single-family home, and each unit has private open space. Can be a live-work unit when designed as such.

(B) This Building Type is important for providing a broad choice of housing types Downtown, promoting walkability, and providing business opportunities in residential style structures to contribute to Downtown charm.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Rules for all Districts
Building Types

5. Cottage Court

(A) A group of small, detached structures, providing multiple residential or non-residential units, each in their own structure, arranged in a "pod" to define a shared court or open space. The shared space is required and is typically perpendicular to the street and takes the place of a private rear yard, thus becoming an important community-enhancing and walkability amenity. Private open space is not required. This Building Type contains a minimum of five structures as detailed further in Section (g) and is also known as a "pocket neighborhood."

(B) This Building Type is important for providing a broad choice of housing types Downtown, promoting walkability, providing mixed uses, and providing enhanced business settings.

6. Multiplex Small

(A) A medium-sized structure that consists of three to six side-by-side and/or stacked residential or non-residential units, typically with one shared entry or individual entries along the front. A possible configuration could contain ground floor commercial use(s) and upper floor residential unit(s). This Type has the appearance of a medium-sized single-family home or historic commercial building and is encouraged to provide a shared, ground floor, front porch or common space. Private open space is not required.

(B) This Building Type enables appropriately scaled, well-designed residential and non-residential uses and is important for providing a broad choice of housing types and promoting walkability.

7. Courtyard Building

(A) One or more structures that contain multiple attached and/or stacked units, offices, or other non-residential uses, accessed from a shared courtyard or series of courtyards. Each unit may have its own individual entry, or up to three units may share a common entry. The courtyard is typically perpendicular to the street and takes the place of a private rear yard, thus becoming an important community-enhancing and walkability amenity. A courtyard is required, and private open space is not required. Outdoor Place required.

(B) This Building Type is important for providing a broad choice of housing types and business settings and for promoting walkability.

8. Townhouse

(A) A small-to-medium-sized, attached structure that consists of two to eight townhouses placed side-by-side with enhanced corner units, each on their own lot. Each unit has private open space or has a shared open space, that touches each unit, to be owned and maintained by a property owners' association. Upper floor porches and rooftop activations are encouraged.

(B) This Building Type is important for providing a broad choice of housing types Downtown, promoting walkability, providing mixed uses, and providing enhanced business settings.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

9. Multiplex Large

(A) A medium-to large-sized structure that consists of seven to 18 side-by-side and/or stacked dwelling units and/or non-residential spaces on one lot, typically with one shared entry. Ground floor non-residential uses and/or street activations (ex. porches, outdoor dining, enhanced pedestrian pass-throughs, etc.) are strongly encouraged. Each unit has private open space or has a shared open space, to be owned and maintained by a property owners' association. Upper floor porches and rooftop activations are encouraged. Outdoor Place required.

(B) This Building Type is important to provide appropriately scaled, well-designed higher densities and is important for providing a broad choice of housing types and promoting walkability.

10. Main Street Large

(A) A medium to large-sized structure, typically attached, but may be detached, intended to provide a vertical mix of uses with ground-floor retail or service uses and upper-floor service or residential uses. Each residential unit is encouraged to provide either private or shared outdoor space, reserved for the unit or the building tenants, attached to the unit, on the roof, or on the ground floor. Outdoor Place required.

(B) This Building Type, along with Main Street Small, makes up the primary component of Downtown's pedestrian-oriented streets, and they are a key component to providing walkability, economic vitality, and a beautiful and function urban street room. This Type is three to five stories, varying by governing Character District.

11. Main Street Small

(A) A small-to medium-sized structure, typically attached, but may be detached, intended to provide a vertical mix of uses with ground-floor retail or service uses and upper-floor service or residential uses. Each residential unit is encouraged to provide either private or shared outdoor space, reserved for the unit or the building tenants, attached to the unit, on the roof, or on the ground floor. Outdoor Place required.

(B) This Building Type, along with Main Street Large, makes up the primary component of Downtown's pedestrian-oriented streets, and they are a key component to providing walkability, economic vitality, and a beautiful and function urban street room. This Type is up to three stories tall.

12. Block Building

(A) A large Building Type designed with ground floor commercial uses and upper floor residential uses, but variations can occur. Where ground floor residential uses are provided, stoop-style front porches are required for each ground floor residential unit. Outdoor Place required.

(B) Defining the ground floor with a main street-type feel, regardless of use, and providing a pedestrian pass-through mid-block, are paramount to this Building Type's success in positively contributing to Downtown charm, aesthetics, and walkability.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(A) Accessory Building Type

1. Building Form

(A) Width	Max. 30 Feet
(B) Depth	Max. 35 Feet
(C) Building Size	Unit should not exceed more than 50% square footage of primary building or 1,000 Sq. Ft of air conditioned space., whichever is less.
(D) Number of Accessory Buildings Allowed	1 structure per lot
(E) Min. Separation from Primary Structure	10’
(F) Stories Compared to Primary	Even or less to primary structure
(G) Height Compared to Primary	Even or less to primary structure, not to exceed 24’

(H) Must be consistent look and design as primary structure in color, materials, roof type, and architectural style.

(I) Building type exempt from Private Frontage requirements and must be located within rear yard.

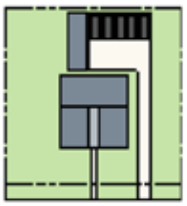
2. Open Space

(A) Private	Not Required
(B) Shared	Not Required
(C) Outdoor Place	Not Required

Typical Development Pattern

Innovative Techniques

- Construct accessory structure close to the primary building to preserve open space on lot
- Place unit near rear parking for ease of access to primary and accessory building



Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(B) Estate Building Type

1. Building Form

(A) Width	40'-70', not more than 75% of lot width
(B) Depth	40'-80', not more than 75% of lot depth
(C) Stories	Max. 2.5 Stories
(D) Building Height	Max. 40 Feet
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	No
Mansard	No

(F) Ground floor, front porch required (min. 6' wide, 6' deep). Porch shall not extend closer to the right-of-way than the build-to zone.

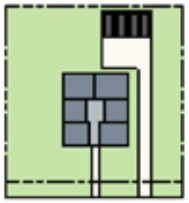
2. Open Space

(A) Private	Min. 500 sq. ft.
(B) Shared	Not Required
(C) Outdoor Place	Not Required

Typical Development Pattern

Innovative Techniques

- Convert large structure into more than one dwelling unit or more than one commercial space
- Provide parking or garage behind the primary structure
- Add an Accessory Building with a dwelling unit or commercial space behind the primary structure



Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(C) House Building Type

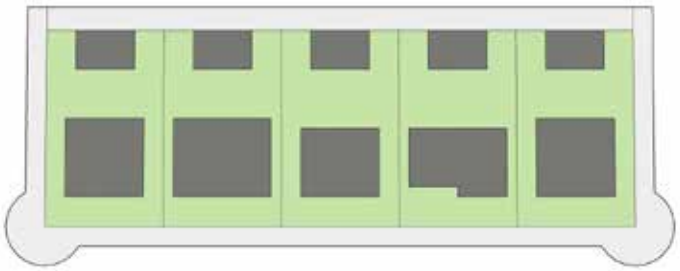
1. Building Form

(A) Width	30'-70'
(B) Depth	40'-100'
(C) Stories	2.5 stories max.
(D) Building Height	40' max.
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	No
Mansard	No

2. Open Space

(A) Private	Min. 400 sq. ft.
(B) Shared	Not Required
(C) Outdoor Place	Not Required

Typical Development Pattern

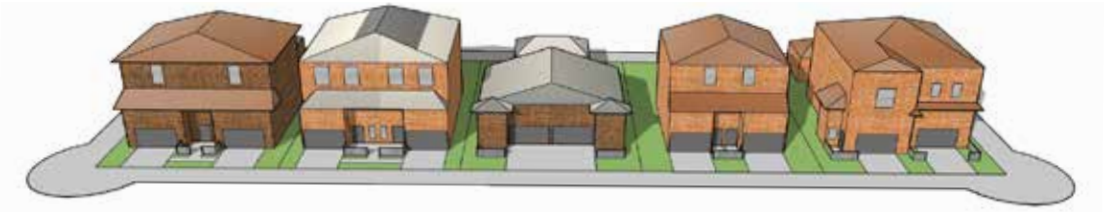


Innovative Techniques

- Convert large structure into more than one dwelling unit or more than one commercial space
- Provide parking or garage behind the primary structure
- Add an Accessory Building with a dwelling unit or commercial space behind the primary structure

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(D) Duplex Building Type



1. Building Form

(A) Width	40'-75'
(B) Depth	50'-100'
(C) Stories	2.5 stories max.
(D) Building Height	40' max.
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	No
Mansard	No

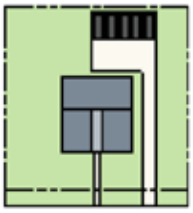
2. Open Space

(A) Private	Min. 200 sq. ft./unit
(B) Shared	Not Required
(C) Outdoor Place	Not Required

Typical Development Pattern

Innovative Techniques

- Divide one or more units into smaller units of residential or commercial space
- Provide parking or garage behind the primary structure
- Add an Accessory Building with a dwelling unit or commercial space behind the primary structure



Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(E) Multiplex Small Building Type

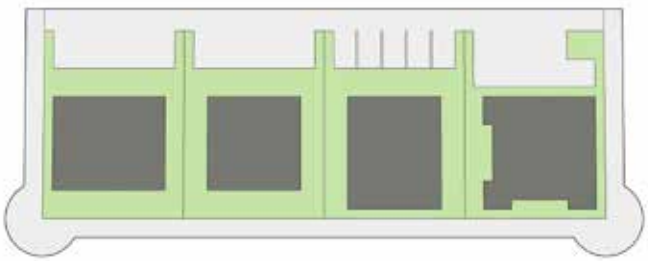
1. Building Form

(A) Width	80' max.
(B) Depth	80' max.
(C) Stories	2.5 stories max.
(D) Building Height	40' max.
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	Yes
Mansard	Yes

2. Open Space

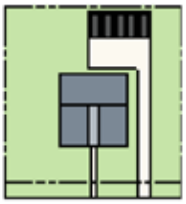
(A) Private	Not Required
(B) Shared	Min. 50 sq. ft./unit
(C) Outdoor Place	Not Required

Typical Development Pattern



Innovative Techniques

- Line with Main Street Buildings
- Provide parking or garage behind the primary structure
- Add an Accessory Building with a dwelling unit or commercial space behind the primary structure



Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(F) Cottage Court Building Type

1. Building Form

(A) Max. Pod/Group Width	*300′
(B) Max. Pod/Group Depth	*140′
(C) Stories	2.5 stories max
(D) Building Height	40′ max
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	Yes
Mansard	No

(F) For each Cottage Court pod, minimum five buildings required, minimum two on each side, one focal building (no minimum size) at the terminus of one side of a shared open space. Shared open space should be perpendicular to the street where possible.

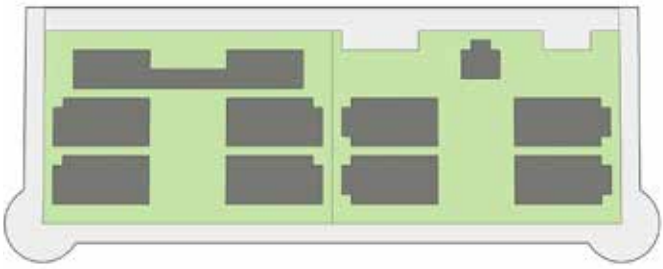
(G) Maximum two Cottage Court pods permitted per design site.

(H) Where a building lines a street without an Outdoor Place between, minimum two operable windows, a door, or a porch are required at the ground level, facing the street. Porch and door required on shared space side for each building. No private fences permitted.

(I) Focal building is exempt from the porch requirement if not designed to accommodate a residential or commercial use, but it must either be open air or have a door on the shared space in that configuration.

**Width and depth apply to Cottage Court pod, not to each structure in the pod.*

Typical Development Pattern



Innovative Techniques

- Orient shared open space to Primary Street to increase pedestrian activity.
- Limit parking spaces to the side and rear of the Court to showcase the neighborhood pod(s).

2. Open Space

(A) Private	Not Required
(B) Shared	Min. 150 sq. ft./unit
(C) Outdoor Place	Not Required

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(G) Courtyard Building Type

1. Building Form

(A) Width	Max. 300 Feet
(B) Depth	Max. 140 Feet
(C) Stories	Max. 4 Stories
(D) Building Height	Max. 60 Feet
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	Yes
Mansard	No

(F) Maximum 24 units permitted per building, and maximum three primary buildings permitted per design site, as long as they are designed to define a courtyard.

(G) The main entry of ground floor units shall be directly off a courtyard or a street. Courtyards shall be accessible from the front street.

Typical Development Pattern

Innovative Techniques

- Line buildings around a central courtyard that includes high quality landscape architecture, water features, and/or a community garden.
- Locate parking to the rear or interior of the primary building(s).

2. Open Space

(A) Private	Not Required
(B) Shared	*Min. 50 sq. ft./unit or 1,000 square feet, whichever is greater
(C) Outdoor Place	*Required

**Can be combined to serve both requirements.*

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(H) Multiplex Large Building Type

1. Building Form

(A) Width	70'-150'
(B) Depth	60'-150'
(C) Stories	*3 stories max
(D) Building Height	60' max
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	Yes
Mansard	No

(F) 7-18 units (residential or non-residential) permitted per design site. Can be accommodated in one to three buildings per design site.

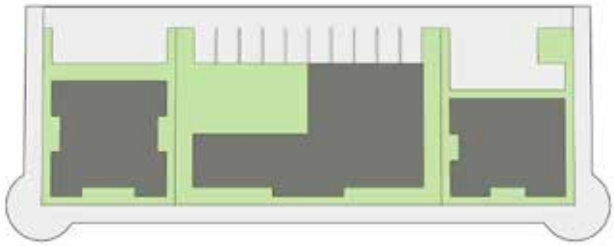
**Up to 5 stories allowed for design site if key anchor or corner locations included.*

2. Open Space

(A) Private	*Min. 50 sf. ft./unit upper floors *Min. 65 sf. ft./unit ground floor
(B) Shared	
(C) Outdoor Place	Required

**Can be combined to serve both requirements.*

Typical Development Pattern



Innovative Techniques

- Instead of the building being surrounded by surface parking, add a parking garage structure to preserve green and open space.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(I) Townhouse Building Type

1. Building Form

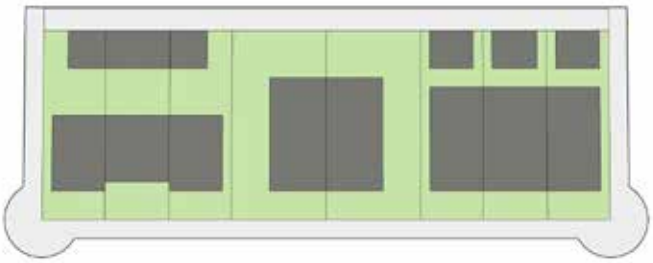
(A) Width	50'-145'
(B) Depth	50'-80'
(C) Stories	2-3 Stories
(D) Building Height	50' max
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	Yes
Mansard	No

(F) Each unit is joined to another unit at one or more sides by a fire wall or abutting separate wall, which is designed for occupancy by one family or one quiet non-residential use, is located on a separately platted lot, and is served by separate utility connections and meters. Each unit shall be 16'-40' wide.

2. Open Space

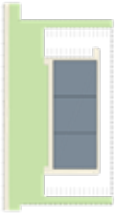
(A) Private	Min. 100 sq. ft./unit
(B) Shared	Not Required
(C) Outdoor Place	Not Required

Typical Development Pattern



Innovative Techniques

- Attaching the dwelling units into a single structure will encourage efficient use of prime Downtown land.
- Preserve open space and allow residents to use for recreational and leisure purposes.



Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(J) Main Street Small Building Type

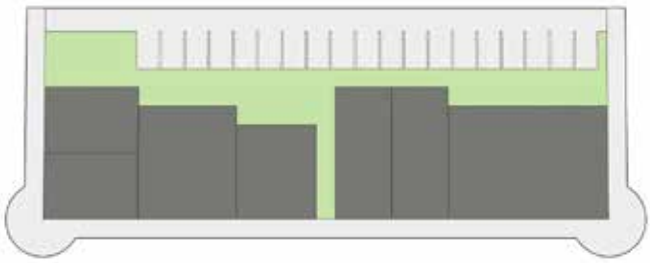
1. Building Form

(A) Width	30’-115’
(B) Depth	50’-120’
(C) Stories	2-3 Stories
(D) Building Height	60’ max
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	Yes
Mansard	No

2. Open Space

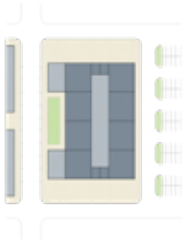
(A) Private	Not Required
(B) Shared	Not Required
(C) Outdoor Place	*Required

Typical Development Pattern



Innovative Techniques

- Focus building to the front of the parcel. These buildings should have parking behind the structure or utilize public parking.
- Add a plaza area on the side of the structure for the public to use as a gathering space for events or to rest.
- Provide outdoor dining space.



Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(K) Main Street Large Building Type

1. Building Form

(A) Width	*30'-115'
(B) Depth	50'-120'
(C) Stories	**3-4 Stories
(D) Building Height	80' max
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	Yes
Mansard	No

**Buildings wider than 100' shall read as a series of distinct buildings no wider than 75' each.*
**Buildings wider than 75' shall apply an oriel or other similar distinctive visual feature, on the upper floors, to the front or side facades.*
***Up to 5 stories allowed for design site if key anchor or corner locations included.*

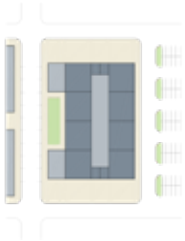
2. Open Space

(A) Private	Not Required
(B) Shared	Not Required
(C) Outdoor Place	*Required

Typical Development Pattern

Innovative Techniques

- Focus construction to the front of the parcel. These buildings should only have parking behind the structure, unless on a corner lot.
- Add a large plaza area on the side of the structure for the public to use as a gathering space for events or to rest.



Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(L) Block Building Type

1. Building Form

(A) Width	*150'-300'
(B) Length	*150'-300'
(C) Depth	30'-80'
(D) Stories	**3 stories max
(E) Building Height	80' max
(F) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	Yes
Mansard	No

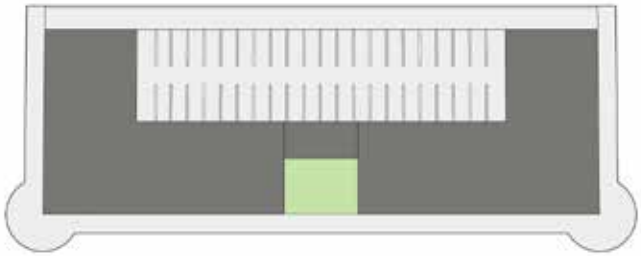
**Buildings wider than 140' shall provide a public pedestrian pass-through to the alley right-of-way at approximately mid-block.*
***Up to 5 stories allowed for design site if key anchor or corner locations included.*

2. Open Space

(A) Private	*Min. 50 sf. ft./unit upper floors Min. 65 sf. ft./unit ground floor
(B) Shared	*Min. 5,000 sq. ft. when building length exceeds 250 ft.
(C) Outdoor Place	*Required

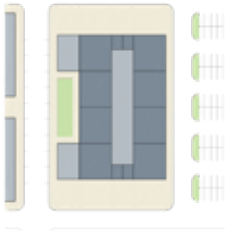
**Can be combined to serve both purposes*

Typical Development Pattern



Innovative Techniques

- Conceal some or all parking inside of the buildings by constructing one or more parking garages.
- Build flexibility by using retail-ready standards for ground level units.
- Include open space to accommodate residential living.



Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(c) Street Types

1. All Downtown streets shall be designed in compliance with adopted street sections in the Downtown Street Design Manual, which is a component of the City's Master Thoroughfare Plan. All design sites, new construction, or redevelopment/expansion shall be designed in compliance with the Private Frontages standards provided below in **Table 1**.

2. Type A Street - Enhanced pedestrian experience with multi-modal accommodations; continuous shade; beautification and public art where feasible; branded wayfinding, streetlight banners, signage, and pedestrian-scaled lighting; buildings pulled-up to the street with operable building entry and operable windows on Type A Street(s) required.

3. Type B Street - Focus on walkability, but additional accommodation for vehicles and bicycles/ alternative wheels due to more community access function. Walnut Street, within The Bricks, is designed for residential look and feel, even if the structures are being used for commercial uses; buildings pulled up to the street; branded wayfinding, streetlight banners, signage, and pedestrian-scaled lighting.

4. Type C Street - Neighborhood scale with quaint walkability; residential look and feel; designed to residential street specifications.

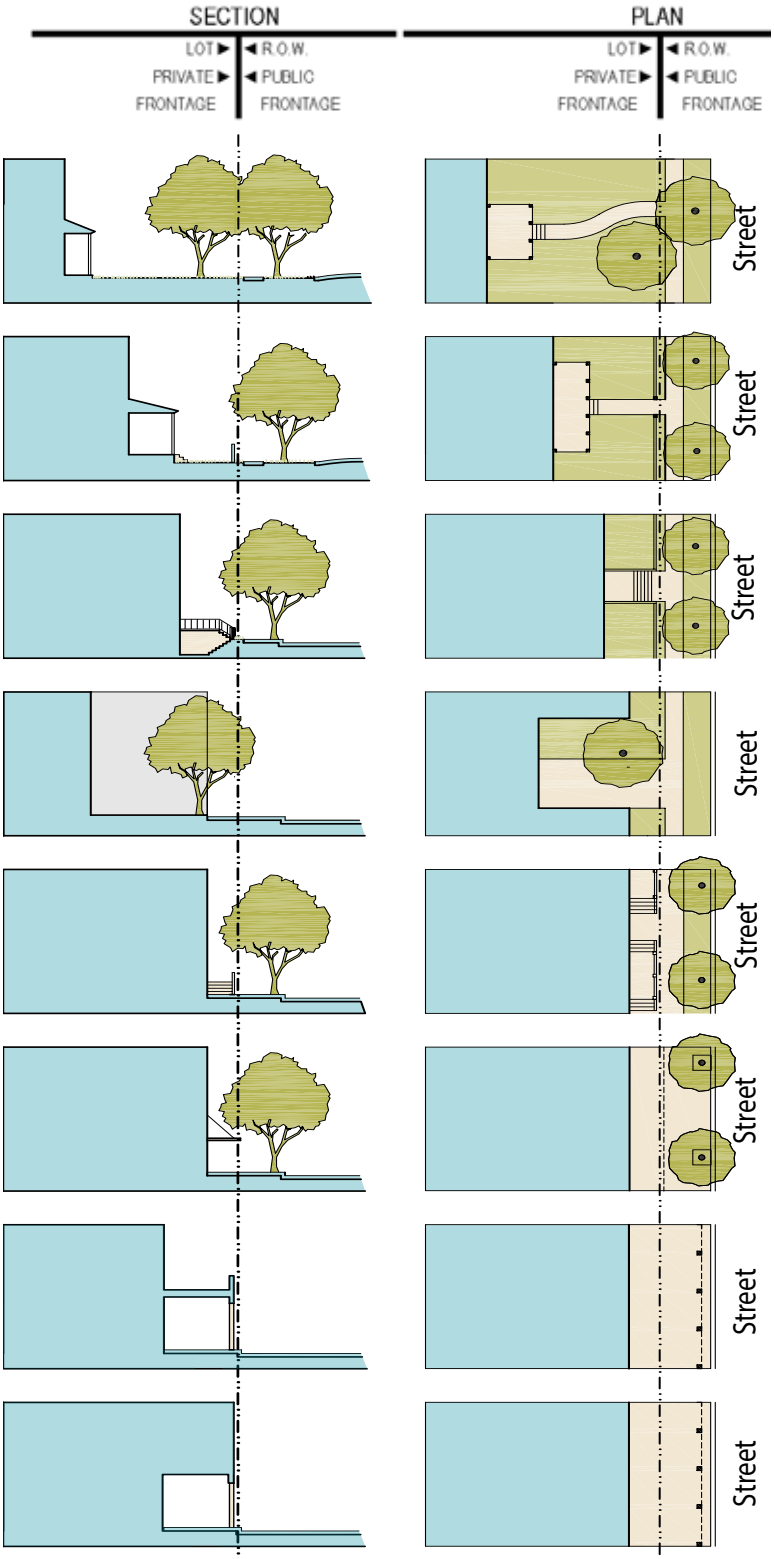
5. Type D Street - West side of Preston Road should have shaded pedestrian accommodations and should be heavily landscaped with amenitized, shared spaces between buildings for outdoor dining or lingering where possible. Mutual access to all adjoining properties required.

Figure 3. Street Types

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Rules for all Districts
Frontage Types

TABLE 1: Private Frontages. The Private Frontage is the area between the building Facades and the Lot lines.



TV	**a. Common Yard:** A planted frontage wherein the facade is set back substantially from the frontage line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. Porches shall be no less than eight feet deep. **20'-30' Build-to-Zone**
GW, PS	**b. Porch & Fence:** A planted frontage wherein the facade is set back from the frontage line with an attached porch permitted to encroach. A fence at the frontage line can maintain street spatial definition but is not required. Porches shall be no less than eight feet deep. **20'-25' Build-to-Zone**
GW*, PS*	**c. Terrace or Lightwell:** A frontage wherein the facade is set back from the frontage line by an elevated terrace or a sunken lightwell. This type buffers residential use from urban sidewalks and removes the private yard from public encroachment. Terraces are suitable for conversion to outdoor cafes. **10'-15' Build-to-Zone**
PC, E, GE, PS**	**d. Forecourt:** A frontage wherein a portion of the facade is close to the frontage line and the central portion is set back. The forecourt created is suitable for vehicular drop-offs. This type should be allocated in conjunction with other frontage types. Large trees within the forecourts may overhang the sidewalks. **0'-10' Build-to-Zone**
PC, E, GE, PS**	**e. Stoop:** A frontage wherein the facade is aligned close to the frontage line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor residential use. **0'-10' Build-to-Zone**
PC, E, GE, PS**	**f. Shopfront:** A frontage wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade. This type is conventional for retail use. It has a substantial glazing on the sidewalk level and an awning that should overlap the sidewalk and right-of-way to within two feet of the curb. **0'-10' Build-to-Zone**
PC, E, GE, PS**	**g. Gallery:** A frontage wherein the facade is aligned close to the frontage line with an attached cantilevered shed or a lightweight colonnade overlapping the sidewalk. This type is conventional for retail use. The gallery shall be no less than 10 feet wide and should overlap the sidewalk to within two feet of the curb. **0'-10' Build-to-Zone**
PC, E, GE, PS**	**h. Arcade:** A colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at or behind the frontage line. This type is conventional for retail use. The arcade shall be no less than 12 feet wide and should overlap the sidewalk to within two feet of the curb. **0'-10' Build-to-Zone**

TV = The Verandas
PC = Patio Commons
PS = Preston Streams
GW = The Bricks
E = Entertainment
GE = Gateway East

* Permitted only when fronting on a Type B Street.
** Shall observe Setback Averaging.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(d) Block Size

1. Individual block faces and the total block perimeter shall meet the standards established within each district.

2. If a block contains multiple districts, the district with the smallest block size requirement shall be used to establish the requirements for block size.

(e) Building Placement

1. Where only one street abuts a lot, that street is considered a Primary Street.

2. Type A, Type B, Type C, and Type D Streets have been designated according to the Regulating Plan within this Code.

3. A building's front entrance must be placed on the Primary Street, except for Cottage Court buildings, which can front shared open space.

4. A multiple frontage lot shall designate at least one Primary Street or Civic Space for its primary frontage. A lot may have more than one Primary Street. A Type A Street is always considered a Primary Street. Where a lot has two Type A Street frontages, both frontages are considered Primary. The Director of Development Services shall determine which streets are Primary Streets based on the following:

(A) The pedestrian orientation of the street, existing or proposed;

(B) The established orientation of the block;

(C) The street or streets abutting the longest face of the block;

(D) The street or streets parallel to an alley within the block;

(E) The street that the lot takes its address from; and/or

(F) The street with the highest classification or highest traffic counts.

5. Standalone parking structures shall front on a street, except when on the same design site as another building, in which case they can front on the alley adjacent to the design site. Standalone parking structures must still comply with a selected Building Type. Private Frontage build-to-zones apply, but features of Private Frontages, such as awnings or arcades, are not required for standalone parking structures associated with another primary building on a design site.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(f) Setbacks

1. Building setbacks apply to both principal and accessory buildings or structures except where it explicitly states otherwise.

2. Private Frontages (d) through (h), with designed setbacks greater than five feet, shall provide an area between the building and the right-of-way, such as a park, plaza, outdoor dining area, or landscaped area, including shrubs and trees.

3. Each design site shall have only one primary Building Type, except as follows:

(A) Where the district code allows the Cottage Court Building type, a design site may have up to 11 structures per pod comprising the Cottage Court Building type;

(B) More than one Building Type is allowed on a design site if the submitted building permit application includes a site plan with proposed design site lines that meet all the requirements of this Code.

(g) Transitions

1. When applying Code Districts, transitions between districts shall occur within the block or across alleys to the extent practical.

(h) Street Types

1. Street Types within the Code correspond with the function of each roadway segment in Downtown and also correspond with several standards within the Code.

2. Design sites that span more than one district or Street Type shall meet the standards of each district or Street Type as the correspond with their limits, as specified in the Regulating Plan.

4. The street and alley layout shall be provided on each site plan as they relate to the subject property and the standards and intent of this Code.

5. The arrangement of design sites shall provide for the alignment and continuation of existing or proposed streets and alleys into adjoining lands where the adjoining lands are undeveloped and intended for future development, or where the adjoining lands are developed and include opportunities for such connections.

6. Street or alley rights-of-way shall be extended to or along adjoining property boundaries to provide a roadway connection or access stub for development in compliance with the block size standards within this Code.

7. The site plan for each design site shall identify all stubs for streets, alleys, and access and include a notation that all stubs shall connect with future streets and alleys on adjoining undeveloped property.

8. Dead-end streets and cul-de-sacs are not permitted.

(i) Public Frontage

1. The public frontage contributes to the character of each District, and includes the types of sidewalk, curb, planter, and street trees. Public frontages shall be designed as required by this Code and by the requirements in the Street Types Section.

2. Within the public frontages, the prescribed types of public planting and public lighting shall be as required by this Code. The spacing of the public planting may be adjusted with the approval of the Director to accommodate specific site conditions.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(j) Parking Minimums for Downtown Districts

1. Residential	1.5 spaces/unit
2. Non-Residential	1 space/300 sq. ft.
3. Patio Commons and Entertainment Districts are exempt from all non-residential parking requirements.	
4. The number of parking spaces provided shall not exceed the required number of spaces, before discounts, by more than 20 percent.	
5. On-street parking adjacent to property may be counted towards required minimums.	

(k) Vehicular

1. Parking minimums shall be reduced up to 50% based on the adopted in-lieu fee schedule for downtown parking.

2. Shared and offsite parking agreements shall be permitted and are encouraged.

3. New curb-cuts are not permitted on Type A Streets, except where there is no opportunity to provide an alley or side street for access.

4. New curb-cuts are discouraged on Type B Streets and should be coordinated through shared access agreements to minimize the amount of curb-cuts.

5. Multiple curb-cuts for individual lots per frontage are prohibited.

6. Vehicular access must be provided via an improved alley when the alley right-of-way is determined to be open or accessible by the Director of Development Services.

7. Alleys should be paved to the property line with appropriate transitions to allow for future connection from other properties. In the absence of alleys, the side street, must be used as the principal vehicular access.

8. All vehicle parking must conform with the ADA Standards for Accessible Design and ADA Accessibility Guidelines for Buildings and Facilities published by the United States Access Board.

9. The preferred dimension for parallel on-street parking within the Downtown shall be 8’ x 22’ ft.

10. On-street parallel parking (based on the finalized street design) shall be required along the roadside of any dedicated bike facilities.

11. Off-street parking in parking structures (preferred) or surface parking to be located in the rear of buildings or to the side when rear is not feasible.

12. Parking spaces and drive aisles must meet the dimensions specified in the Celina Engineering Design Manual. Dimensions other than those specified may be approved by the Director of Development Services.

13. Dead end parking lots of more than six spaces are discouraged and shall be approved by the Director of Engineering on a case by case basis.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

14. All on-site vehicle parking areas must be surfaced with concrete.

15. Right-of-way counts towards fire lane for fire code purposes.

16. Garages (including covered carports) shall not be required, however if they are provided they must meet the following regulations:

(A) Garages shall be recessed from the front of the primary structure by a minimum of ten feet when facing the street.

(B) Garages shall not comprise more than thirty percent (30%) of the front building elevation.

(C) A minimum setback of 20 feet shall be maintained between the garage door and a public right-of-way.

(l) Pedestrian

1. Pedestrian access must consist of an accessible, easily discernible, well-lit, and ADA compliant walkway a minimum of 6 feet in width.

2. The pedestrian access surface located on private property must be paved with fixed, nonslip semipervious or impervious materials.

3. Pedestrian access routes between buildings and parking areas must be physically separated from drive aisles, except when crossing a drive aisle.

4. Where a pedestrian walkway crosses a drive aisle, the walkway must have a continuous surface treatment across the drive aisle, or a traffic calming element approved by the Director of Development Services.

5. Pedestrian walkways must be designed and installed to allow for cross-access between abutting properties.

(m) Cycling

1. Bicycle parking shall be provided based on at least one (1) standard bike rack for each development or one (1) bike rack per 100 car parking spaces required, whichever is greater, unless otherwise approved by the director. No more than three (3) bicycle racks shall be required per development.

2. Bicycle parking location. Required bicycle parking should be located within fifty (50) feet of a public entrance to the building. Bicycle parking may be provided within a building, but the location must be easily accessible by the public.

3. Bicycle parking to be included on site plans. Site plans shall include the location of all proposed bike racks, which are subject to the streetscape architectural standards of the zoning ordinance.

4. Patio Commons District is exempt from bicycle parking requirements.

5. Estate, House and Duplex building types are exempt from bicycle parking requirements.

(n) Rail and Bus

1. Parking minimums shall be removed should passenger rail extend to a station in Downtown Celina and Bus Service be provided, except City minimums shall apply within 250 feet of existing residential uses.

2. Where parking lot or parking garage is the primary use on a property, a shaded transit stop shall be provided.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Rules for all Districts
Landscaping

(o) Applicability

1. New Construction - Any new building or site improvement must comply with the landscape requirements of this Code.

2. Additions -

(A) When an existing building is increased in gross floor area or the site area is improved by up to 25% cumulatively, the landscape requirements of this Code apply to the additional area only.

(B) When an existing building is increased in gross floor area or the site area is improved by more than 25% cumulatively, the entire site must conform to the landscape requirements of this Code.

3. Maintenance and Repair - An existing building, use or site may be repaired, maintained or modernized without conforming to the landscape requirements of this Code, provided there is no increase in gross floor area or improved site area.

(p) Requirements

1. Landscaping minimums shall be dictated by districts located within this code.

2. Shared and Private Open Space requirements shall be dictated by building types within this Code.

3. A minimum of half of the required landscaping shall be located between the building/structure and the primary frontage or a publicly accessible location.

4. Surface parking lots with more than ten spots shall be required to provide shade trees at a ratio of five parking spaces to one shade tree.

5. Street trees are required and must be planted at an average rate of 30 feet on center along the entire perimeter. Any location where a tree is planted must have a minimum planting zone width of six feet.

6. Screening requirements

(A) Trash and recycling collection and other service areas must be located to the side or rear of buildings.

(B) Service areas must be screened on three sides by a wall a minimum of six feet in height or to the top of the equipment, whichever is higher up to eight feet maximum. Service areas must be screened on the fourth side by a solid gate at a minimum of six feet in height.

(C) The gate and wall must be maintained in good working order and must remain closed except when trash pick-ups occur.

(D) Screening of surface parking lots shall be required for parking lots with five or more parking spaces that are directly adjacent to Type A and Type B Street frontages.

(E) Mounted equipment located on any surface that is visible from a public street (not including alleys) must be fully screened by landscape or an opaque wall or fence that matches the principal building in terms of texture, quality, material and color.

7. Residential Transition Requirements - The following residential transition standards shall apply to all new building construction and all upper story additions to existing buildings located adjacent to existing one-unit detached residential buildings but shall not apply when an improved public street or railroad right-of-way separates the new building construction from the existing one-unit detached residential buildings.

(A) Transition Area - 35’ (min.)

(B) Max. Building Height within Transition Area - Two stories

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

8. A Residential Transition Area Screening Device (minimum 6 feet and maximum 8 feet high) shall be required when adjacent to an existing one-unit detached residential building and shall be optional for all other adjacencies.

9. Landscaping shall be native and drought resistant plantings that reflect the Historic Texas style of Downtown, a Texan Flair landscaping, similar to the picture above. This can be achieved by the following: use of gravel, rocks, or decomposed granite; drought-tolerant plants of vibrant and dusty green colors complemented by pops of color (ex. purples, blues, and oranges); blends of sharp textures with softer textures; environmentally-friendly and modest water features, such as a small recirculating fountain; drought-tolerant shade trees; and/or Texan-themed art, seating, planters, and/or family-friendly amenities for resting and people watching.

(q) Specifications

1. Plant material standards only apply to landscaping that is required by this Code.

2. All required landscaping shall use native and drought resistant species selected from the *approved plant list*

3. Plant material is measured per American Standards for Nursery Stock, Latest Edition.

4. Decorative nonliving landscaping materials such as sand, stone, gravel, wood or water may be used to satisfy a maximum of 25 percent of required landscaping area when approved by the Director

5. No artificial plants, trees, or other vegetation may be installed as required landscape.

6. Required landscaping must be installed for full root contact with the surrounding subgrade. Planters planted on paved surfaces are not permitted.

7. Trees

(A) Shade trees planted to meet the landscape requirements must be a locally adapted species with an expected mature height of at least 20 feet and an expected mature crown spread of at least 10 feet. Crape Myrtles are not permitted to meet shade tree requirements.

(B) Single-stem shade trees planted to meet the landscape requirements must have a minimum caliper of two inches and have a five-foot clear trunk before branching.

(C) Multi-stem shade trees planted to meet the landscape requirements must have a specified caliper of two and a half inches including one stem measuring two inches and have a five-foot clear trunk before branching.

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(D) Street trees planted to meet the landscape requirements must be a locally adapted species with an expected mature height of 35 feet or greater and an expected mature crown spread of at least 20 feet or greater.

(E) All street trees planted to meet the landscape requirements must have a minimum caliper of three inches and have six-foot clear trunk before branching.

8. Screening Specifications

(A) Screening of parking areas need not be uniform along the property frontage. Variety in the type (ex. wall, seating ledge, evergreen shrubs, berms, etc.) and relative amount of screening may vary;

(B) Screening walls for parking lots shall not extend taller than three feet. Screening walls adjacent to residential zones can include landscaping or a trellis or grillwork with climbing vines;

(C) Screening shall be designed to allow clear visibility into parking areas from the street to promote crime prevention and safety; and Screening that incorporates pedestrian amenities, such as a seating ledge, is preferred;

(D) Roof-mounted equipment must be set back at least 10 feet from the edge of roof;

(E) New buildings must provide a parapet wall or other architectural element that matches the principal building in terms of texture, quality, material and color that fully screens roof-mounted equipment from ground level view at the public street;

(F) For buildings with no or low parapet walls, roof-mounted equipment must be screened on all sides by an opaque screen that matches the principal building in terms of texture, quality, material and color;

(G) Roof-mounted solar panels are exempt from set back and screening requirements.

9. Overhead Utilities - Street trees must be planted as specified in this Code, except that where overhead utilities exist, one shade tree planted every 20 feet on center, along the street edge on private property, must be substituted for the required street tree.

10. Any landscaped area shall be separated from an adjacent vehicular area by a wall or curb at least six inches higher than the adjacent vehicular area.

11. Street trees shall not be counted towards shade tree requirements for surface parking lots.

12. Every effort shall be made to incorporate mature on-site trees and shrubbery into the required landscaping. Subject to approval by the Director.

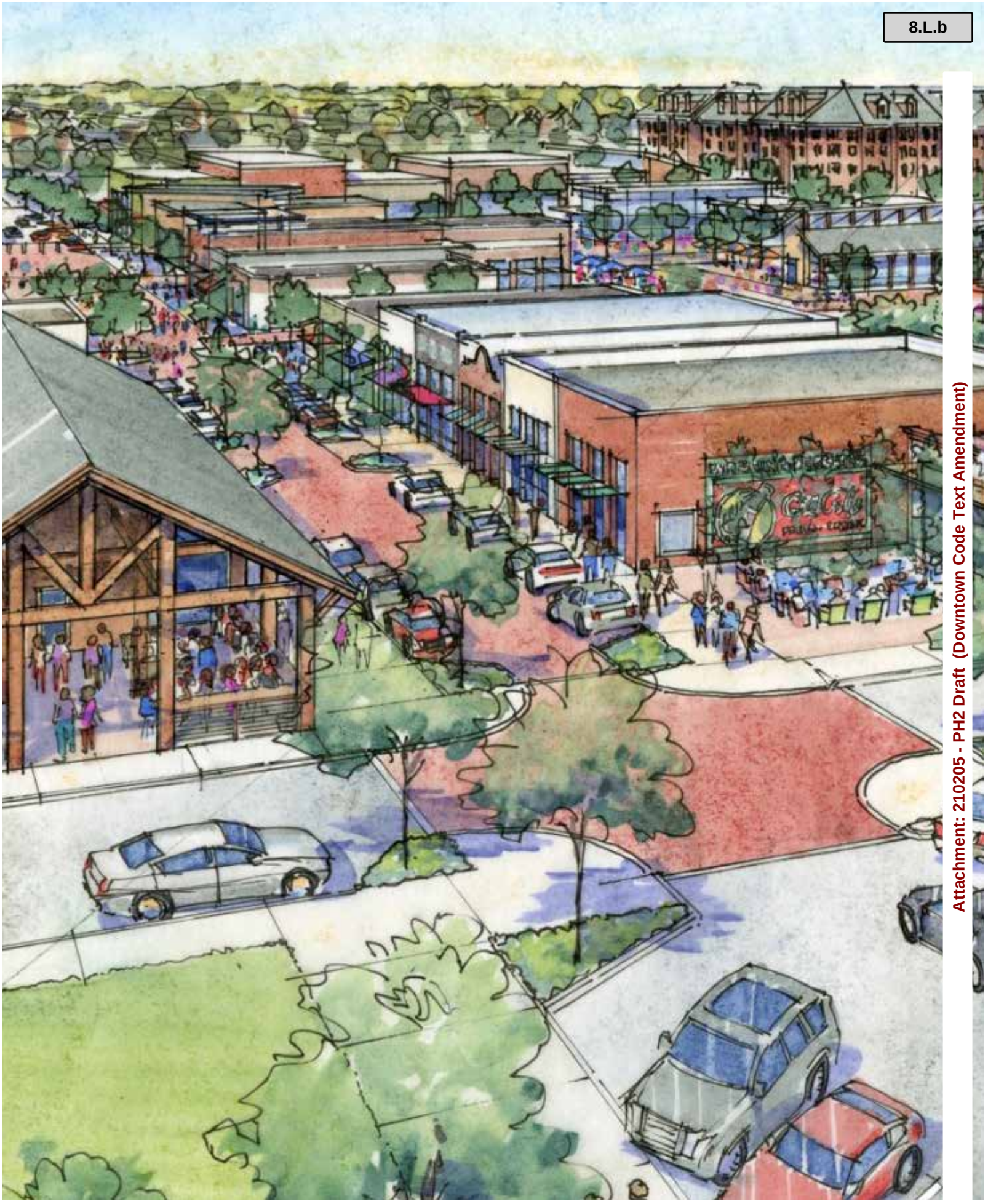
13. Required landscaping shall be maintained in a neat, clean and healthy condition. This shall include pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary and the appropriate watering of all plantings.

(r) Maintenance

1. The property owner is responsible for maintaining all required landscape in good health and condition and the removal of any litter that has accumulated in landscaped areas. Any dead, unhealthy, damaged or missing landscape and screening must be replaced with landscape and screening that conforms to this Code within 90 days (or within 180 days where weather concerns would jeopardize the health of plant materials).

2. Any changes to required landscape elements require the submittal of a new site plan and City approval prior to construction.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)



Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(s) General

1. Light levels are specified, calculated and measured in footcandles (fc). All footcandle values are maintained footcandles.

2. Measurements are to be made at ground level, with the light-registering portion of the meter held parallel to the ground, pointing up.

(t) Prohibited Sources

1. The following light fixtures and sources cannot be used:

(A) Cobra-head-type fixtures having dished or drop lenses or refractors, which contain sources that are not incandescent;

(B) Searchlights and other high-intensity narrow-beam fixtures;

(C) HID-mercury vapor and sodium vapor;

(D) Light sources that lack color correction or do not allow for uniform site lighting;

(E) Any source listed in Section 14.04.505 of the Celina City Ordinance.

(u) Screening of Equipment

1. Mechanical equipment, meters, communications and service equipment shall be screened from public view by parapets, walls, fences, dense evergreen foliage or other approved means.

(v) Design and Installation

1. The maximum light level of any light fixture shall not exceed half a footcandle measured at the property line of any one-unit detached residential building.

2. Lighting must not be oriented onto adjacent properties, streets, or sidewalks.

3. Service connections for all freestanding lighting fixtures must be installed underground.

4. Average light levels along the sidewalk may be achieved through a combination of both pedestrian-level lights and building-mounted lights.

5. Average lighting levels within public rights-of way and pedestrian areas shall meet the following averages, measured along the sidewalk or path of travel:

Building Types	Average Lighting Level
(A) Estate, House and Duplex/ Triplex	.5 fc
(B) Multiplex Small, Cottage Court, Courtyard Apartments, Townhouse	1fc
(C) Multiplex Large, Main Street Small/Large, Lined	2fc
(D) Open Space	Align with building type
(E) Street Intersection	Align with building type
(F) Parking Areas	1fc

(w) Parking ad Pedestrian Areas

1. Light fixtures within vehicle parking areas shall not be higher than 30 feet.

2. Light fixtures within pedestrian areas shall not be higher than 15 feet.

3. Light fixtures located within 50 feet of the property line of a protected zone shall not be higher than 15 feet.

4. All fixtures shall be shielded/recessed and LED based lighting.

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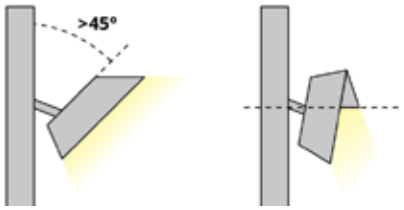
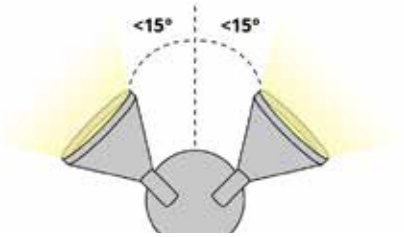
5. All light fixtures must be full cutoff, except as listed in paragraph six below.

6. Non-cutoff (unshielded) fixtures can be used when the maximum initial lumens generated by each fixture is less than 9,500 initial lamp lumens. These fixtures generally feature globes or vertical glass planes and must be coated with an internal white frosting to diffuse light.

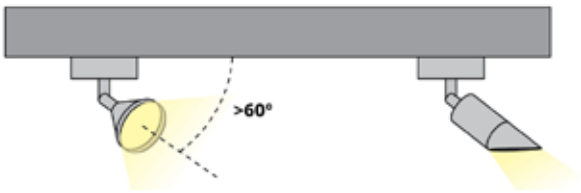
(x) Flood Lights and Lamps



1. Flood light fixtures must either be aimed down at least 45 degrees from vertical or the front of the fixture shielded so that no portion of the light bulb extends below the bottom edge of the shield.



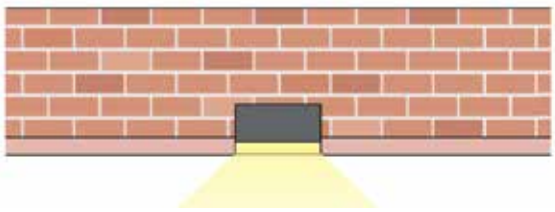
2. Any flood light fixture located within 50 feet of a street right-of-way shall be mounted and aimed perpendicular to the right-of-way, with a side-to side horizontal aiming tolerance not to exceed 15 degrees.



3. All flood lamps emitting 1,000 or more lumens shall be aimed at least 60 degrees down from horizontal or shielded so that the main beam is not visible from adjacent properties or the street right-of-way.

(y) Vehicular Canopies

1. Lighting under vehicular canopies must be less than 20 maintained footcandles and be designed to prevent glare off-site. Acceptable lighting designs include the following:



2. Recessed - Recessed fixture incorporating a lens cover that is either recessed or flush with the bottom surface of the canopy;

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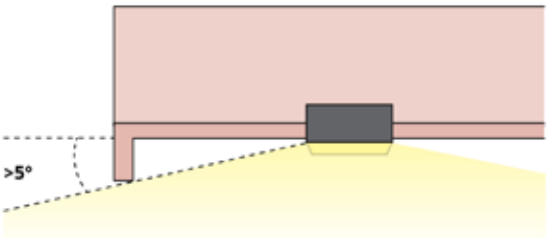


3. Shielded - Light fixture incorporating shields or is shielded by the edge of the canopy itself, so that light is restrained to 5 degrees or more below the horizontal plane;

4. Indirect - Indirect lighting where light is beamed upward and then reflected down from the underside of the canopy, provided the fixture is shielded so that direct illumination is focused exclusively on the underside of the canopy.

(z) Building Lighting

1. Lighting fixtures must be selected, located, aimed and shielded so that direct illumination is focused exclusively on the building facade, plantings and other intended site features and away from adjoining properties and the street right-of-way.

2. All wall pack fixtures must be full cutoff fixtures.

3. Only lighting used to accent architectural features, landscape or art may be directed upward, provided that the fixture is located, aimed or shielded to minimize light spill into the night sky.

(aa) Light Fixtures

1. Materials and equipment chosen for lighting fixtures should be durable, energy efficient and weather well. Appropriate lighting is desirable for nighttime visibility, crime deterrence, and decoration. However, lighting that is too bright or intense creates glare, hinders night vision, and creates light pollution.

3. Exterior lighting shall be architecturally integrated with the building's style, material, and color.

(A) Lighting intensities shall be controlled to ensure that excessive light spillage and glare are not directed toward neighboring areas and motorists.

(B) Pedestrian level lighting of building entranceways shall be provided.

(C) Illuminations of portions of buildings, direct or indirect, may be used for safety or aesthetic results.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Rules for all Districts
Signage

(bb) Monument Signs

1. Dimensions

(A) Width	10′ max
(B) Height	*5′ max
(C) Square Footage	30 sq. ft. max

**Height is measured from the top of the sign to the lowest point on the ground.*

2. One monument sign is permitted for each existing building with an existing setback greater than 20 feet from the property line. Monument signs are not permitted for new buildings or for existing buildings with smaller setbacks.

3. A monument sign cannot be located in the sight distance triangle or otherwise obstruct lines of sight for vehicular or pedestrian traffic.

4. A monument sign cannot be closer than 10 feet to any public right-of-way and cannot be located in the Pedestrian or Street Tree zone.

5. Pole signs are not permitted.

6. Monument signs will be limited to one per lot, per street frontage and separated at least 100 feet from any adjacent monument sign.

7. Materials to be architecturally consistent and in scale with primary structure.

(cc) Blade Signs

1. Dimensions

(A) Width	-
(B) Height	-
(C) Square Footage	15 sq, ft, max

**Height is measured from the top of the sign to the lowest point on the ground.*

2. Projecting signs may be located on any façade facing a street, or on a corner of a building that fronts two perpendicular streets.

3. Only one projecting sign of 15 square feet maximum is permitted per building side, subject to the overall square footage maximum per building. Projecting signs mounted at the corner count for both sides of the building.

4. Multiple projecting signs of 9 square feet or less may be permitted on one building side, via Minor Modification, but must be located below the second story windowsill and maintain a minimum separation of 60 feet.

5. Projecting signs may project into the right-of-way but may not project past the back of curb.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Rules for all Districts
Signage

(dd) Attached Signs

1. Dimensions

(A) Width	-
(B) Height	-
(C) Square Footage	48 sq. ft. max per sign

**Height is measured from the top of the sign to the lowest point on the ground*

2. Signs affixed to walls, awnings, permanent banners, canopies, windows, projecting signs, and are all considered building signs and are included in the square footage calculation.

3. Murals containing business names, logos, and/or imagery relating to the business or organization shall be considered a building sign.

4. The combined area of signs on any one side of a building cannot exceed 1.5 square feet per linear foot of that building side.

5. Building signs must be located to fit within one architectural element (such as the lintel or sign frieze) so as to not overlap multiple architectural elements.

6. Signs painted, or placed on either side of windows, shall be temporary and removable, and shall not cover more than 20% of the total window area.

(ee) Roof Signs

1. Dimensions

(A) Width	20’ max
(B) Height	15’ max
(C) Square Footage	300 sq. ft./50% max

**Height is measured from the top of the sign to the lowest point on the ground.*

2. Buildings that exceed 4 stories in height may have one additional skyline sign located within the top third of the building for each building face.

3. Roof signs containing business names, logos, and/or imagery relating to the business or organization are not allowed, however, roof signs consistent with the Downtown Theme or District specific identification may be permitted via Minor Modification, should they be consistent with the Downtown Vision. Building Skyline Signs shall follow the dimensional requirements and limitations of building signs.

4. This allotment does not count against the allocation for ground floor building sign area, as long as the building is more than four stories in height.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Rules for all Districts
Signage

(ff) Folding Signs

1. Dimensions

(A) Width	-
(B) Height	-
(C) Square Footage	6 sq. ft.

**Height is measured from the top of the sign to the lowest point on the ground.*

2. No permit is required for folding signs.

3. Folding signs will not exceed the maximum square feet in area per face, may not be permanently anchored to the ground and shall not be illuminated.

4. Folding signs shall be located no more than four feet from the business entrance. Limited to one per occupancy.

5. Folding signs may be displayed only during the business hours and must be stored within a structure after business hours.

6. The sign must be constructed of materials that present a finished appearance, with professionally painted or applied lettering.

(gg) General Provisions

1. No sign may be erected, altered, refurbished or otherwise modified after the effective date of this Downtown Code except in accordance with the requirements of this Division.

2. Sign permit required. No sign, other than those signs allowed without a permit shall be erected until a permit for such sign has been issued by the Director of Development Services.

3. A City of Celina Sign Permit is required. Before a Sign Permit may be issued, the applicant must submit full color building elevations or color photos for all sides of the building where new signs are being requested.

4. Nothing in this document is intended to prohibit the ordinary maintenance/repair of an existing sign or replacement of a broken part of an existing sign.

5. Temporary signs, banners, construction, or realtor signs are governed by Article 3.07 of the Celina Sign Ordinance.

6. Signs must be illuminated by indirect lighting. Internally illuminated box-type plastic signs are not permitted, but signs composed of illuminated individual letters are permitted. Neon signs are permitted, with a Minor Modification, if they are consistent with the Downtown Vision and the Historic Texas Style.

7. Illuminated reverse channel letters are permitted except in Patio Commons District.

8. Signage should match or compliment the distinctive historic features that characterize the property.

9. All signs should meet all applicable City codes.

10. Where feasible – place signs so they align with other buildings on the same block face.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(hh) Introduction

1. The Downtown Architectural Standards are established as a part of the development standards adopted for the Downtown. The primary objective is to establish a set of flexible but essential guidelines that reinforce the purpose and intent of the Downtown Code.

(ii) Historic Preservation

1. The City Council may use the following designation for individual buildings and structures which are within the Historic District upon recommendation of the Downtown Commission:

(A) Contributing; or

(B) Noncontributing.

2. The City Council may allow noncontributing properties to be exempt from the Certificate of Appropriateness review process and from complying with Historic District design guidelines.

3. The City Council may also allow noncontributing properties to be exempt from the Certificate of Appropriateness review process and from complying with Historic District design guidelines.

(A) New construction/replacement. Allowing noncontributing properties to be exempt from a Certificate of Appropriateness does not exempt the requirement for a Certificate of Appropriateness for new construction that is to replace a noncontributing property (building or structure) or new construction on a vacant lot.

(B) Noncontributing exterior facade remodeling. The City Council may require noncontributing properties undergoing exterior facade remodeling to be visually and architecturally similar to contributing Historic District buildings.

4. Any demo request for a contributing building requires Commission approval.

5. Staff has the authority to approve Certificate of Appropriateness if plans are consistent with Downtown Code and any other applicable guidelines.

(jj) Roofs and Parapets

1. Roofs and Parapets should demonstrate a commonsense recognition of the climate and neighboring structures by utilizing appropriate pitch, drainage, and materials in order to provide visual coherence in Downtown Celina.

(kk) Windows

1. Windows shall be divided by multiple panes of glass. This helps the window “hold” the surface of the façade, rather than appearing like a “hole” in the wall (an effect produced by a large single sheet of glass).

(ll) Art

1. Art installations whether freestanding or attached should be consistent with the adopted Fine Arts Master Plan and shall reflect the Historic Texas Architectural Style. Art installations shall be complementary to Downtown and should be specific to the particular district function and role Downtown.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(mm) Signage

1. Signs within Downtown Celina should be clear, informative to the public and should weather well. Blade type shop signs incorporating creative art, graphics or materials are encouraged for retail and office tenants.

2. Signage in the Downtown district shall enhance the pedestrian character of the district by providing signs that are pedestrian in scale and located so as to be legible to pedestrians on sidewalks.

3. Signs may be attached flush to the building so long as they do not obscure any significant architectural details.

4. Directory signs may be provided to help direct the public to different businesses and services in the Downtown district. These may be provided at prominent locations in downtown.

5. Signs may be lit by external light sources as long as such sources are not visually intrusive to the downtown environment.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(nn)Architectural Style

1. All buildings and improvements Downtown shall reflect the Historic Texas Style. Historic Texas is represented by neutral/earth tone colors, a refined and authentic feel, features that articulate buildings and add character, and Texas/western imagery, landscape, animals, and/or representations of Celina's or Texas' history or heritage.

2. Brick and stone are very common in this style. Effort should be taken to tie in materials utilized in nearby structures of high quality or historic significance. Building lighting, site lighting, signage, and landscaping are important to the architectural style and shall be incorporated into design site Architectural Style compliance.

3. The eight pictures on the following page represent the Historic Texas Architectural Style, and additional representative imagery and required character can also be found in each district's description within this Code.

4. To achieve the architectural style and characteristics of homes constructed from the 1890's to the 1930's, a minimum of four (4) of the following elements shall be incorporated into the design of the primary structure:

(A) Multiple pane (divided light) windows;

(B) Decorative columns and railings within the front porch area;

(C) Gables with decorative vents and windows:

(D) Dormer windows;

(E) Cupolas;

(F) Bay windows with a maximum projection of 24 inches;

(G) Window shutters; and/or

(H) Tripartite architecture.

(oo)Building Materials

1. Building materials shall reflect and complement the traditional materials and techniques of Downtown's architecture and be of the Historic Texas Architectural Style. They shall express the construction techniques and structural constraints of traditional, long-lasting, building materials such as brick, stone, limited stucco, and fiber cement siding.

2. All metal buildings are not permitted in Downtown, and metal can only be utilized as an accent or in combination with other materials. Glass or curtain wall can be utilized for in-line "jewel box" storefronts part of a block of lined buildings but shall not be adjacent to another jewel box storefront. There is no minimum masonry requirement for Downtown.

3. Entertainment District Buildings and design sites should be industrial chic in design, although still Historic Texas-style, with combinations of brick, stone, metal, glass, and wood, to complement the historic silos and Railway features.

4. Fences 4' and under may use non-injurious alternative materials; however any fencing device over 4' shall be decorative metal or masonry.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Historic Texas Architectural Style
Representative Imagery

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

District Standards
Patio Commons

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(a) Patio Commons District

Representative Form & Function

1. General Character

(A) Patio Commons is the entertainment and gathering heart of Downtown. Block forms, Multiplex Large, and Main Street Small Building Types are predominant. Development has design elements to incorporate and showcase all four Downtown Themes: Texas, family-friendly, outdoor living, and entertainment. Vertical mixed-use, with ground floor commercial and upper floor residential and/or office, is encouraged. Patio Commons is the most walkable district in Downtown with short blocks, shade, connected pathways, stunning landscapes, and inviting public spaces.

2. Built Environment

(A) One and two-story buildings are typical, with three- to four-story structures in key anchor or corner locations. Buildings are built to the right-of-way line with wide sidewalks and a beautiful public realm. Building coverage is high, and developments are significantly amenitized to contribute to lively Outdoor Places.

(B) Parking should be shared with uses of opposite hours of operation to the greatest extent possible. Parking is located in the rear of buildings, and parking lots are highly designed to include shade, continuous pedestrian systems, parklets, and potential shaded transit/trolley stops where feasible. Structured parking should be made to design the inside and outside of the structures to not be an afterthought and to incorporate Crime Prevention through Environmental Design (CPTED) principles and creative/artistic lighting inside with defined pedestrian paths.

(C) Green infrastructure, Texan Flair Landscaping (Page 2-24 - p(9)), interactive water features, Historic Texas Architecture, and CPTED principles are incorporated in new development and redevelopment where relevant and possible.

3. Streets and Blocks

(A) The historic street grid is intact and shall remain. Blocks shall have a consistent block face, in architecture and setback, to create a street room that is pleasant and safe for pedestrians and those enjoying the Downtown experience. Where buildings span the entire block, pedestrian access shall be provided in the middle, when possible, utilizing a designed service street or an activated breezeway. Streets shall be designed to be pedestrian-oriented and alternative wheels-friendly first and to move and park vehicles last.

(B) The streets and public realm in Patio Commons shall evoke feelings of safety, order, comfort, and charm for all ages and stages, and they shall cause someone to want to linger and to come back, with everyone they know, as soon as possible. Development and capital improvements shall demonstrate they are helping to achieve these goals through design, form, and function.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Patio Commons
Design Standards

4. Building Envelope

Build-to-Zones & Setbacks

(A) Front	See Page 2-18
(B) Side (from property line)	*N/A
(C) Rear (from property line)	*Min. 5 Feet
(D) Lot Coverage	N/A
(E) Landscape Area	N/A

(F) Corner building street façades and all porches and fences shall be built to the setback range for a minimum of 15 feet from the corner along both streets or the width of the corner lot, whichever is less.

(G) Recessed entrances are permitted as long as the upper floors meet the development standards.

**All building types are required to provide a minimum of 10 feet separation from existing House, Duplex/Triplex, or Cottage Court Buildings. New Cottage Court Buildings are required to provide a minimum of 10 feet separation from all buildings not within the Design Site and a minimum of 7 feet between Buildings within the Cottage Court.*

Lots & Blocks

(H) Block Face Maximum	*500 Feet
(I) Lot Width	**Max. 300 Feet
(J) Lot Depth	**Max. 140 Feet

(K) Lots shall be platted/replatted to preserve, enhance, and provide mid-block alleys where mid-block pedestrian breezeways are not provided.

**Blocks shall not exceed existing block layout.*
***Can extend to a larger lot, not to exceed block width and block depth, if associated with structured parking with lined buildings. Mid-block pedestrian breezeway/designed service way required for lot max extension.*

Building Height

(L) First floor-to-floor height	Min. 12 Feet
(M) Upper floor(s) height (floor to ceiling)	Min. 10 Feet

(N) One and two-story structures typical, with three to four-story structures possible in key anchor or corner locations (with existing neighborhood transition area as applicable). Maximum 50 feet.

(O) Ground floors of all buildings fronting Type A Streets shall be built to retail ready standards, including first floor-to-floor height, ingress/egress, handicap access, and first floor elevation flush with the sidewalk.

5. Public Realm

Private Frontage

(A) Common Yard	Not Permitted
(B) Porch & Fence	Not Permitted
(C) Terrace or Lightwell	Not Permitted
(D) Forecourt	Permitted
(E) Stoop	Permitted
(F) Shopfront	Permitted
(G) Gallery	Permitted
(H) Arcade	Permitted

See Page 2-18 for associated Build-to-Zone details.

% of Building Facade within Build-to-Zone

(I) Type A Street and Civic Space	Min. 75%
(J) Type B Street	Min. 75%

Sign Types

(K) Monument	Not Permitted
(L) Blade	Permitted
(M) Attached	Permitted
(N) Roof	*Permitted
(O) Folding	Permitted
(P) Temporary	Not Permitted

(Q) Signs shall comply with signage regulations contained in the Signage Section and shall be Historic Texas Style.

**Permitted only along buildings fronting Type B streets.*

Special Requirements

(R) All new construction projects within the Patio Commons District shall participate in the Downtown Holiday Lighting and WiFi program.

Fire Sprinklers

(S) All new construction projects within the Patio Commons District shall provide automatic fire sprinklers.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Patio Commons
Permitted Building Types

Estate - Not Permitted

House - Not Permitted

Duplex/Triplex - Not Permitted

Multiplex Small

Cottage Court

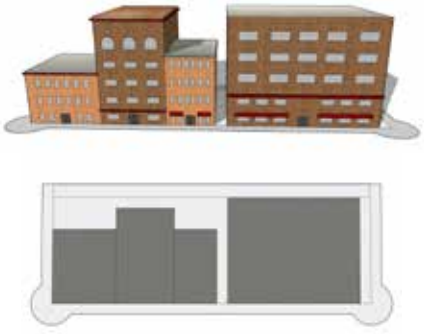
Courtyard Building

Multiplex Large

Townhouse

Main Street Small

Main Street Large



Block Building

Graphics illustrate conceptual form. Building types do not reflect use. For example, "House" can have non-residential uses.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

District Standards
The Bricks

(b) The Bricks District

Representative Form & Function

1. General Character

(A) The Bricks offers a mixture of housing, primarily of modest size, and some structures are historic. There are neighborhood commercial uses side-by-side with a variety of housing types that blend in seamlessly with the existing homes. The proximity to Patio Commons and the Downtown Square highlights the need for residential uses within walking distance. There is a special focus on porch living and tasteful/stylish design to create a historic and quaint look and feel.

2. Built Environment

(A) One- to two-story buildings are typical, with three-story structures possible in key anchor or corner locations, especially near FM 455 and North Florida Drive. Buildings should be lined along the right-of-way consistent with existing structures and provide welcoming and inviting pedestrian pathways. Buildings along FM 455 should feel residential in style, regardless of use.

(B) Streets should be designed with multi-modal alternatives in mind and prioritize the pedestrian first. As neighborhood streets are reconstructed, room for parallel parking should be provided in the right-of-way but need not be striped as such. Shade and landscaping should be incorporated along roads to promote walkability throughout Downtown, and potential shaded transit/trolley stops should be considered where feasible. Structured parking in The Bricks, when needed, should be located along FM 455 or in a sensitive location along Outer Loop to protect the neighboring low building heights.

(C) Parking lots should be placed in strategic locations, such as along Outer Loop, where they are easily accessible by cars and to not intrude on pedestrian walkability and safety. Lots should be broken up when possible and include trees and landscaping to prevent an abundance of non-natural materials.

3. Streets and Blocks

(A) The Downtown street grid shall be preserved to maintain short blocks that support the easy movement of people, bikes, and cars. If a development spans the majority of a block, public pedestrian access should be provided through the property mid-block to encourage the integration of the development with Downtown.

(B) Sidewalks should be wide, well lit, and contain landscaping to encourage walking Downtown, including enhanced landscaping along paths that lead to Patio Commons. Development and capital improvements shall demonstrate they are helping achieve these goals through design, form, and function.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

4. Building Envelope

Build-to-Zones & Setbacks

(A) Front	See Page 2-18
(B) Side (from property line)	Min. 5 Feet*
(C) Rear (from property line)	Min. 5 Feet
(D) Lot Coverage	Max. 70%
(E) Landscape Area	Min. 10%

(F) Corner building street façades and all porches and fences shall be built to the setback range for a minimum of 15 feet from the corner along both streets or the width of the corner lot, whichever is less.

(G) Recessed entrances are permitted as long as the upper floors meet the development standards.

**Townhouse Buildings are permitted to have zero separation between lots but must maintain a minimum of five feet from an exterior property line. All building types are required to provide a minimum of 10 feet separation from existing House, Duplex/Triplex, or Cottage Court Buildings. New Cottage Court Buildings are required to provide a minimum of 10 feet separation from all buildings not within the Design Site and a minimum of 7 feet between Buildings within the Cottage Court. New House or Duplex/Triplex Buildings are required to provide a minimum of 10 feet separation from all other buildings.*

Lots & Blocks

(H) Block Face Maximum	*500 Feet
(I) Lot Width	Max. 200 Feet
(J) Lot Depth	Max. 140 Feet

(K) Lots shall be platted/replatted to preserve, enhance, and provide mid-block alleys.

**Blocks shall not exceed existing block layout.*

Building Height

(L) First floor-to-floor height	Min. 12 feet
(M) Upper floor(s) height (floor to ceiling)	Min. 10 feet

(N) One-story and two-story structures typical, with three-story structures possible in key anchor or corner locations (with existing neighborhood transition area as applicable). Maximum 40 feet.

(O) House and Duplex/Triplex buildings are allowed a minimum 10 feet threshold for first floor-to-floor height.

5. Public Realm

Private Frontage

(A) Common Yard	Not Permitted
(B) Porch & Fence	Permitted
(C) Terrace or Lightwell	*Permitted
(D) Forecourt	Not Permitted
(E) Stoop	Not Permitted
(F) Shopfront	Not Permitted
(G) Gallery	Not Permitted
(H) Arcade	Not Permitted

**Allowed when fronting on a Type B Street.*

See Page 2-18 for associated Build-to-Zone details.

% of Building Facade within Build-to-Zone

(I) Type A Street and Civic Space	Min. 75%
(J) Type B Street	Min. 50%
(K) Type C Street	Min. 50%

Sign Types

(L) Monument	Not Permitted
(M) Blade	Permitted
(N) Attached	Permitted
(O) Roof	Not Permitted
(P) Folding	Not Permitted
(Q) Temporary	Not Permitted

(R) Signs shall comply with signage regulations contained in the Signage Section and shall be Historic Texas Style.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

The Bricks
Permitted Building Types

Estate - Not Permitted

House

Duplex/Triplex

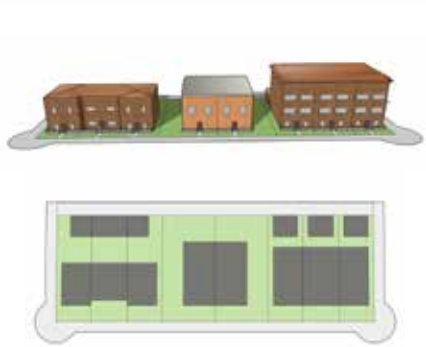
Multiplex Small

Cottage Court

Courtyard Building

Multiplex Large - Not Permitted

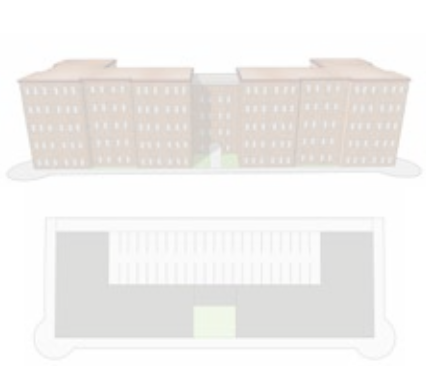
Townhouse



Main Street Small - Not Permitted

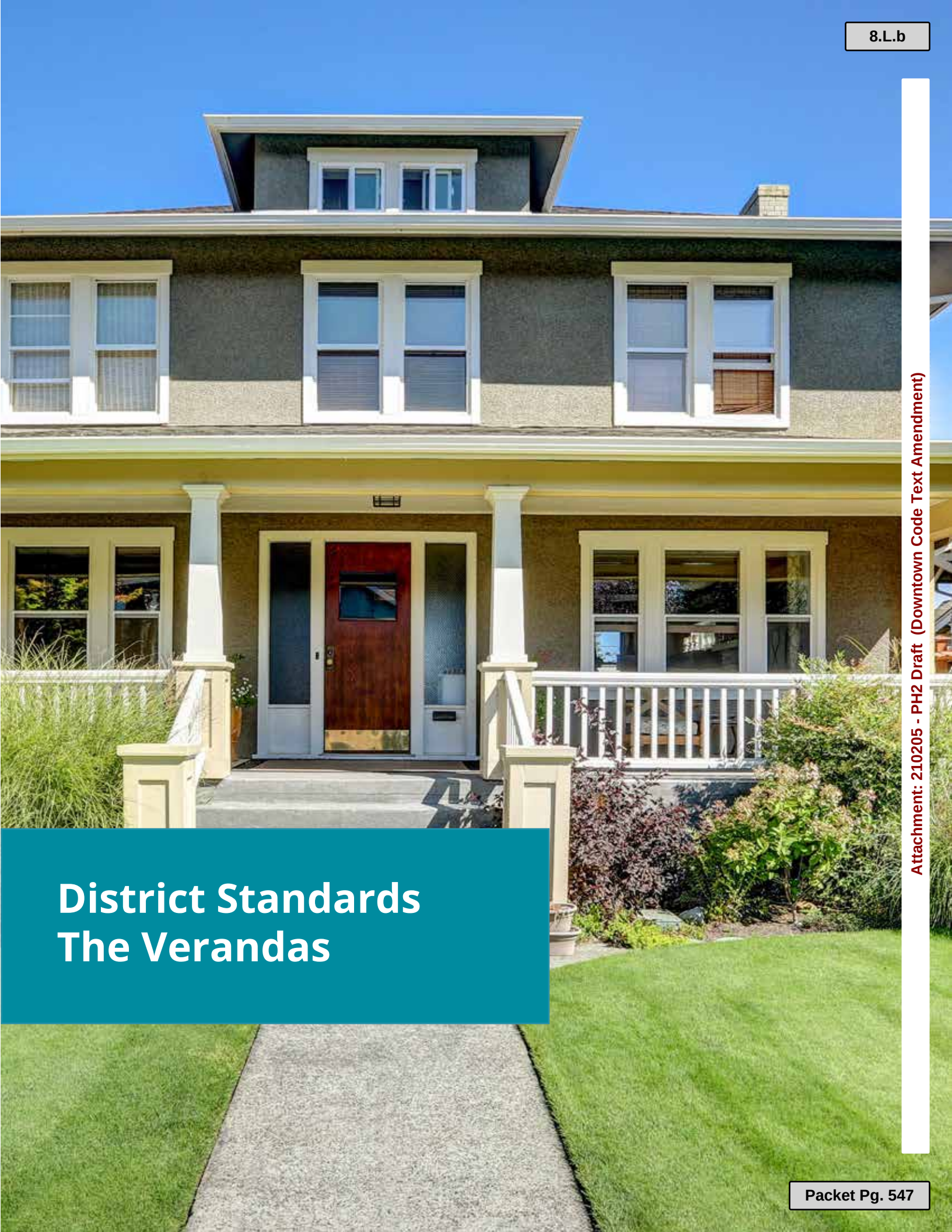
Main Street Large - Not Permitted

Block Building - Not Permitted



Graphics illustrate conceptual form. Building types do not reflect use. For example, "house" can have non-residential uses.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)



District Standards
The Verandas

(c) The Verandas District

Representative Form & Function

1. General Character

(A) The Verandas is an area often noted in Celina as special to the community, exuding a quaint and southern charm and character. Numerous properties are historic and well-preserved, and the characteristics of these homes should be continued, including elements such as porches, columns, architectural style, and plentiful landscaping and mature trees. Due to the residential nature of the area, non-residential uses should be sensitive to neighboring uses by limiting or screening noise, parking, lighting, and service and should also mirror the residential form.

2. Built Environment

(A) Homes and buildings should be one to two stories and be set back consistently (between 20 and 30 feet) to allow for more landscaping and green space. Porches should be incorporated along the front of design sites, facing the primary road, and are encouraged on the sides of corner lots as well.

(B) As roads are redeveloped, parallel parking should be encouraged in the right-of-way to provide parking options near homes and businesses, although this parking does not necessarily need to be striped. When off-street parking spaces are necessary, individual lots should be behind the primary structure with tasteful wayfinding signage and include landscaping that resembles neighboring uses and lots. Structured parking is prohibited, and potential shaded transit/ trolley stops are encouraged where feasible.

(C) The anticipated majority land use in the area is expected to remain residential. The Verandas has a great context, however, for quiet non-residential uses that can benefit from the quaint and welcoming neighborhood, such as bed and breakfasts and offices in residential, Veranda-style structures.

3. Streets and Blocks

(A) The Downtown street grid shall be preserved and include multi-modal alternatives and create short blocks to support the easy movement of cars, bikes, and people. Blocks should be detached forms to maintain design that fits in with the neighborhood.

(B) The streets and pathways in the Verandas should be aesthetically pleasing and offer an easy trip to the neighboring Patio Commons. Development and capital improvements shall demonstrate they are helping to achieve these goals through design, form, and function.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

The Verandas
Design Standards

4. Building Envelope

Build-to-Zones & Setbacks

(A) Front	See Page 2-18
(B) Side (from property line)	Min. 10 Feet
(C) Rear (from property line)	Min.10 Feet
(D) Lot Coverage	Max. 60%
(E) Landscape Area	Min. 25%

(F) Corner building street façades and all porches and fences shall be built to the setback range for a minimum of 15 feet from the corner along both streets or the width of the corner lot, whichever is less.

Lots & Blocks

(G) Block Face Maximum	*500 Feet
(H) Lot Width	Max. 100 Feet
(I) Lot Depth	Max. 140 Feet

(J) Lots shall be platted/replatted to preserve, enhance, and provide mid-block alleys.

**Blocks shall not exceed existing block layout.*

Building Height

(K) First floor-to-floor height	Min. 12 feet
(L) Upper floor(s) height (floor to ceiling)	Min. 10 feet
(M) One and two-story structures typical. Maximum 30 feet.	
(N) House and Duplex/Triplex buildings are allowed a min. 10 feet threshold for first floor-to-floor height.	

5. Public Realm

Private Frontage

(A) Common Yard	Permitted
(B) Porch & Fence	Not Permitted
(C) Terrace or Lightwell	Not Permitted
(D) Forecourt	Not Permitted
(E) Stoop	Not Permitted
(F) Shopfront	Not Permitted
(G) Gallery	Not Permitted
(H) Arcade	Not Permitted

See Page 2-18 for associated Build-to-Zone details.

% of Building Facade within Build-to-Zone

(I) Type A Street and Civic Space	Min. 75%
(J) Type B Street	Min. 50%
(K) Type C Street	Min. 50%

Sign Types

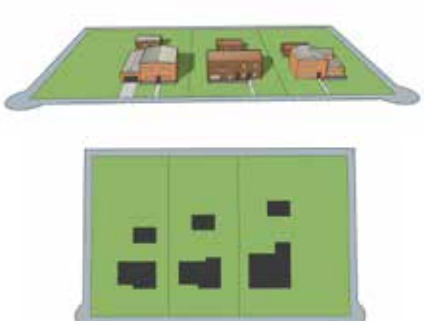
(L) Monument	Not Permitted
(M) Blade	Permitted
(N) Attached	Permitted
(O) Roof	Not Permitted
(P) Folding	Not Permitted
(Q) Temporary	Not Permitted

(R) Signs shall comply with signage regulations contained in the Signage Section and shall be Historic Texas Style.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

The Verandas
Permitted Building Types

Estate



House

Duplex/Triplex

Multiplex Small

Cottage Court - Not Permitted

Courtyard Building - Not Permitted

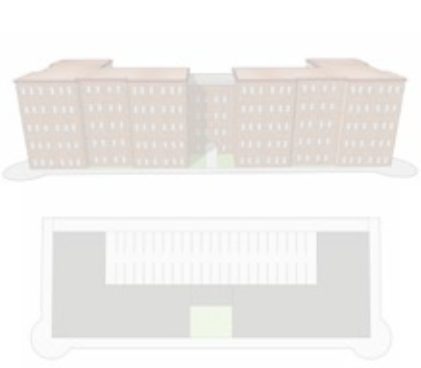
Multiplex Large - Not Permitted

Townhouse - Not Permitted

Main Street Small - Not Permitted

Main Street Large - Not Permitted

Block Building - Not Permitted

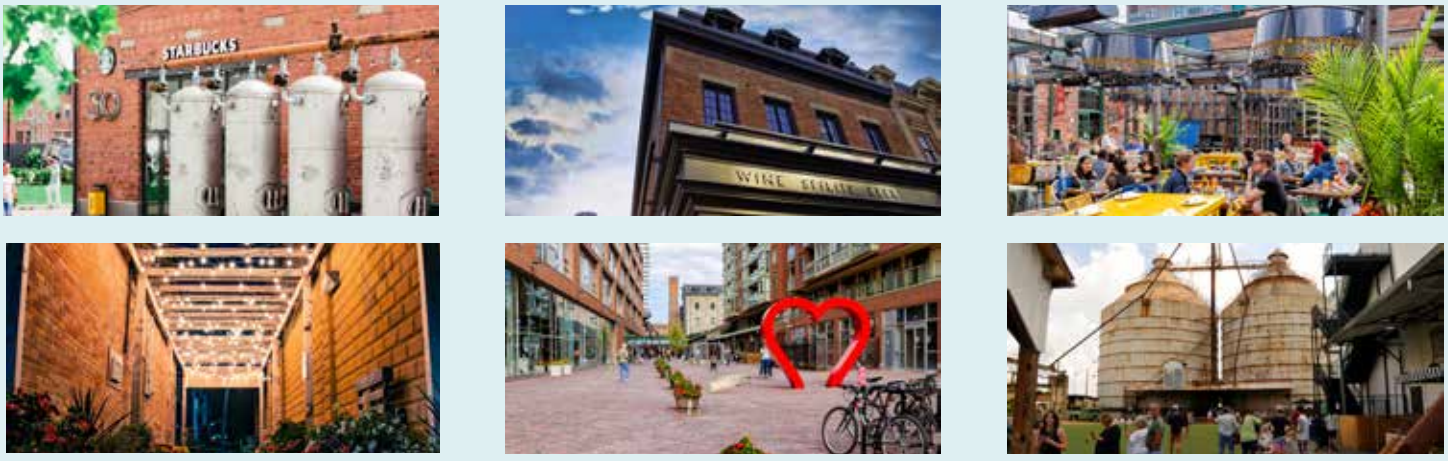


Graphics illustrate conceptual form. Building types do not reflect use. For example, "house" can have non-residential uses.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

District Standards Entertainment

(d) Entertainment District



Representative Form & Function

1. General Character

(A) The Entertainment District embodies Celina's heritage through its relationship to the railway, the historic structures, and the prominent opportunity to connect both sides of Downtown. There will be exciting and memorable experiences oriented on the railway and its trail on the east side, in addition to a potential passenger rail station Downtown. Celina and its visitors will be able to visit the area for jobs, housing, shopping, dining, arts and culture, recreation, and more. Future development should pay homage to Celina's rich agricultural past and embrace the BNSF Railway.

2. Built Environment

(A) During the Downtown Master Plan process, the community expressed great interest in increased heights and densities east of Louisiana Drive to support the desired retail, restaurant, and entertainment type uses Downtown. Residential opportunities will be offered in the form of multi-story, preferably mixed-use, buildings, of up to six stories. Multimodal transportation options will be available, including a potential transit-oriented-development (TOD) on the BNSF Railway that will be able to connect regional tourists and commuters to Downtown and other local Celina destinations and experiences.

(B) Parking should be structured where possible. Development on the west side of the Railway should front on Louisiana Drive with parking on the Railway side. Developments on the east side of the Railway should front along the streets, but special outdoor areas and entries should be provided on the Railway side to serve as trail-oriented development.

(C) Buildings and sites in this area should be industrial chic in nature, although still Historic Texas-style, with combinations of brick, stone, metal, glass, and wood. All metal buildings are not permitted, and metal shall be utilized as an accent or in combination with other materials. Developments use the silos and Railway as inspiration. Local buildings will be renovated and Outdoor Places with green grass and trees shall be incorporated into each design site to create places where people want to visit, take pictures, and spend the afternoon.

3. Streets and Blocks

(A) The streets in the Entertainment District will be walkable with short block lengths, with the historic street grid preserved. Safe sidewalk, trail, and bicycle connections will be provided. This urban agriculture TOD is innovative and creative, and it transforms the local space around the architecture and walkable design.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Entertainment District Design Standards

4. Building Envelope

Build-to-Zones & Setbacks

(A) Front	See Page 2-18
(B) Side (from property line)	*N/A
(C) Rear (from property line)	*Min. 5 Feet
(D) Lot Coverage Maximum	85%
(E) Landscape Area Minimum	10%

(F) Corner building street façades and all porches and fences shall be built to the setback range for a minimum of 15 feet from the corner along both streets or the width of the corner lot, whichever is less.

(G) Recessed entrances are permitted as long as the upper floors meet the development standards.

**Townhouse Buildings are permitted to have zero separation between lots but must maintain a minimum of five feet from an exterior property line. All building types are required to provide a minimum of 10 feet separation from existing House, Duplex/Triplex, or Cottage Court Buildings. New Cottage Court Buildings are required to provide a minimum of 10 feet separation from all buildings not within the Design Site and a minimum of 7 feet between Buildings within the Cottage Court.*

Lots & Blocks

(H) Block Face Maximum	*500 Feet
(I) Lot Width	**N/A
(J) Lot Depth	**N/A

(K) Lots shall be platted/replatted to preserve, enhance, and provide mid-block alleys.

**Blocks shall not exceed existing block layout.*

***Mid-block pedestrian breezeway/designed service way required for lots exceeding 200 feet in width or depth.*

Building Height

(M) First floor-to-floor height	Min. 12 feet
(N) Upper floor(s) height (floor to ceiling)	Min. 10 feet

(O) One- and two-story structures typical, with three-to five-story structures possible in key anchor or corner locations (with existing neighborhood transition area as applicable). Six stories permitted only with parking structure. Maximum 85 feet.

(P) Ground floors of all buildings fronting toward Patio Commons or Pecan Street shall be built to retail ready standards, including first floor-to-floor height, ingress/egress, handicap access, and first floor elevation flush with the sidewalk.

5. Public Realm

Private Frontage

(A) Common Yard	Not Permitted
(B) Porch & Fence	Not Permitted
(C) Terrace or Lightwell	Not Permitted
(D) Forecourt	Permitted
(E) Stoop	Permitted
(F) Shopfront	Permitted
(G) Gallery	Permitted
(H) Arcade	Permitted

See Page 2-18 for associated Build-to-Zone details.

% of Building Facade within Build-to-Zone

(I) Type A Street and Civic Space	Min. 75%
(J) Type B Street	Min. 50%
(K) Type C Street	Min. 50%

Sign Types

(L) Monument	Permitted
(M) Blade	Permitted
(N) Attached	Permitted
(O) Roof	Permitted
(P) Folding	Permitted
(Q) Temporary	Permitted

(R) Signs shall comply with signage regulations contained in the Signage Section and shall be Historic Texas Style.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Entertainment District
Permitted Building Types

Estate - Not Permitted

House - Not Permitted

Duplex/Triplex - Not Permitted

Multiplex Small

Cottage Court

Courtyard Building

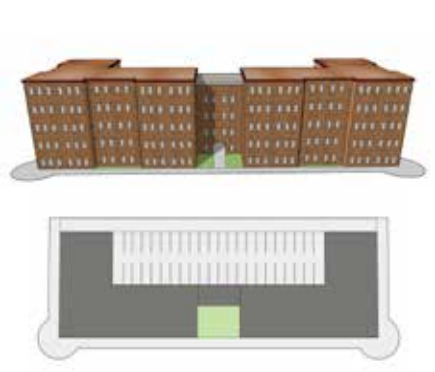
Multiplex Large

Townhouse

Main Street (small)

Main Street (large)

Block Building



Graphics illustrate conceptual form. Building types do not reflect use. For example, "house" can have non-residential uses.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

District Standards
Preston Streams

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(e) Preston Streams District

Representative Form & Function

1. General Character

(A) Preston Streams is a combination of beauty, nature, and development. It is intended to display the wide variety of housing choice that Celina offers, from single-family homes to walkable multi-story structures, and everything in between. Development and redevelopment will include extensive green infrastructure and shady sidewalks.

2. Built Environment

(A) Preston Streams has some of the most beautiful land in Downtown, with mature trees, Doe Branch Creek, and lush green areas. New development and redevelopment will take extra care to try to preserve existing trees, provide green infrastructure, and incorporate nature and greenery into the design sites. A regional park and trail amenity are planned in this district that will be a destination and serve for lively recreation.

(B) Buildings will vary in number of stories, two and three-stories being the average, with up to six stories allowed with an associated parking structure.

(C) Development is intended to follow the natural forms of Doe Branch Creek, which runs in the northeast to the southeast portion of the district. The natural ecosystem near Doe Branch Creek should be enhanced in whatever ways possible to ensure this natural asset is protected. The large amount of vacant parcels, in addition to the key role to provide necessary housing Downtown, make this area perfect for multi-story structures containing residential, commercial, or mixed uses. Since there are existing residential structures, they shall be protected with Residential Transition Requirements to ensure the sensitive blend between existing and new.

3. Streets and Blocks

(A) Streets in Preston Streams will provide pleasant and shaded pathways to connect the services, destinations, and homes. From local markets, small office spaces, religious facilities, to townhouses, live-work units, and main street-type development, Preston Streams will be a vibrant and walkable mixed-use district.

(B) Since block forms are expected in Preston Streams (i.e. the higher intensity building types), in addition to detached forms, mid-block pedestrian cut throughs, breezeways, and designed alleys are essential to walkability. The historic street grid will remain intact in this area, as in all areas of Downtown. Providing a walkable, urban neighborhood feel will encourage more non-motorized forms of transportation and more foot traffic in front of local businesses.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Preston Streams District
Design Standards

4. Building Envelope

Build-to-Zones & Setbacks

(A) Front	See Page 2-18
(B) Side (from property line)	Min. 5 Feet*
(C) Rear (from property line)	Min. 5 Feet
(D) Lot Coverage	Max. 70%
(E) Landscape Area	Min. 10%

(F) Corner building street façades and all porches and fences shall be built to the setback range for a minimum of 15 feet from the corner along both streets or the width of the corner lot, whichever is less.

(G) Recessed entrances are permitted as long as the upper floors meet the development standards.

**Townhouse Buildings are permitted to have zero separation between lots but must maintain a minimum of five feet from an exterior property line. All building types are required to provide a minimum of 10 feet separation from existing House, Duplex/Triplex, or Cottage Court Buildings. New Cottage Court Buildings are required to provide a minimum of 10 feet separation from all buildings not within the Design Site and a minimum of 7 feet between Buildings within the Cottage Court. New House or Duplex/Triplex Buildings are required to provide a minimum of 10 feet separation from all other buildings.*

Lots & Blocks

(H) Block Face Maximum	*500 Feet
(I) Lot Width	Max. 200 Feet
(J) Lot Depth	Max. 140 Feet

(K) Lots shall be platted/replatted to preserve, enhance, and provide mid-block alleys.

**Blocks shall not exceed existing block layout.*

Building Height

(L) First floor-to-floor height	Min. 12 feet
(M) Upper floor(s) height (floor to ceiling)	Min. 10 feet

(N) One-story and two-story structures typical, with three-story structures possible in key anchor or corner locations (with existing neighborhood transition area as applicable). Maximum 40 feet.

(O) House and Duplex/Triplex buildings are allowed a minimum 10 feet threshold for first floor-to-floor height.

5. Public Realm

Private Frontage

(A) Common Yard	Not Permitted
(B) Porch & Fence	Permitted
(C) Terrace or Lightwell	*Permitted
(D) Forecourt	**Permitted
(E) Stoop	**Permitted
(F) Shopfront	**Permitted
(G) Gallery	**Permitted
(H) Arcade	**Permitted

**Allowed when fronting on a Type B Street.*

***Shall observe Setback Averaging. Where Setback Averaging cannot be applied the Build-to-Zones on page 2-18 apply.*

See Page 2-18 for associated Build-to-Zone details.

% of Building Facade within Build-to-Zone

(I) Type A Street and Civic Space	Min. 75%
(J) Type B Street	Min. 50%
(K) Type C Street	Min. 50%

Sign Types

(L) Monument	Not Permitted
(M) Blade	Permitted
(N) Attached	Permitted
(O) Roof	Not Permitted
(P) Folding	Not Permitted
(Q) Temporary	Not Permitted

(R) Signs shall comply with signage regulations contained in the Signage Section and shall be Historic Texas Style.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Preston Streams District
Permitted Building Types

Estate - Not Permitted

House

Duplex/Triplex

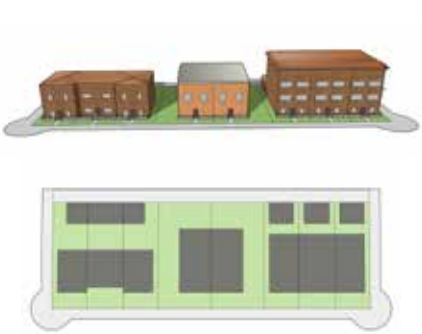
Multiplex Small

Cottage Court

Courtyard Building

Multiplex Large - Not Permitted

Townhouse



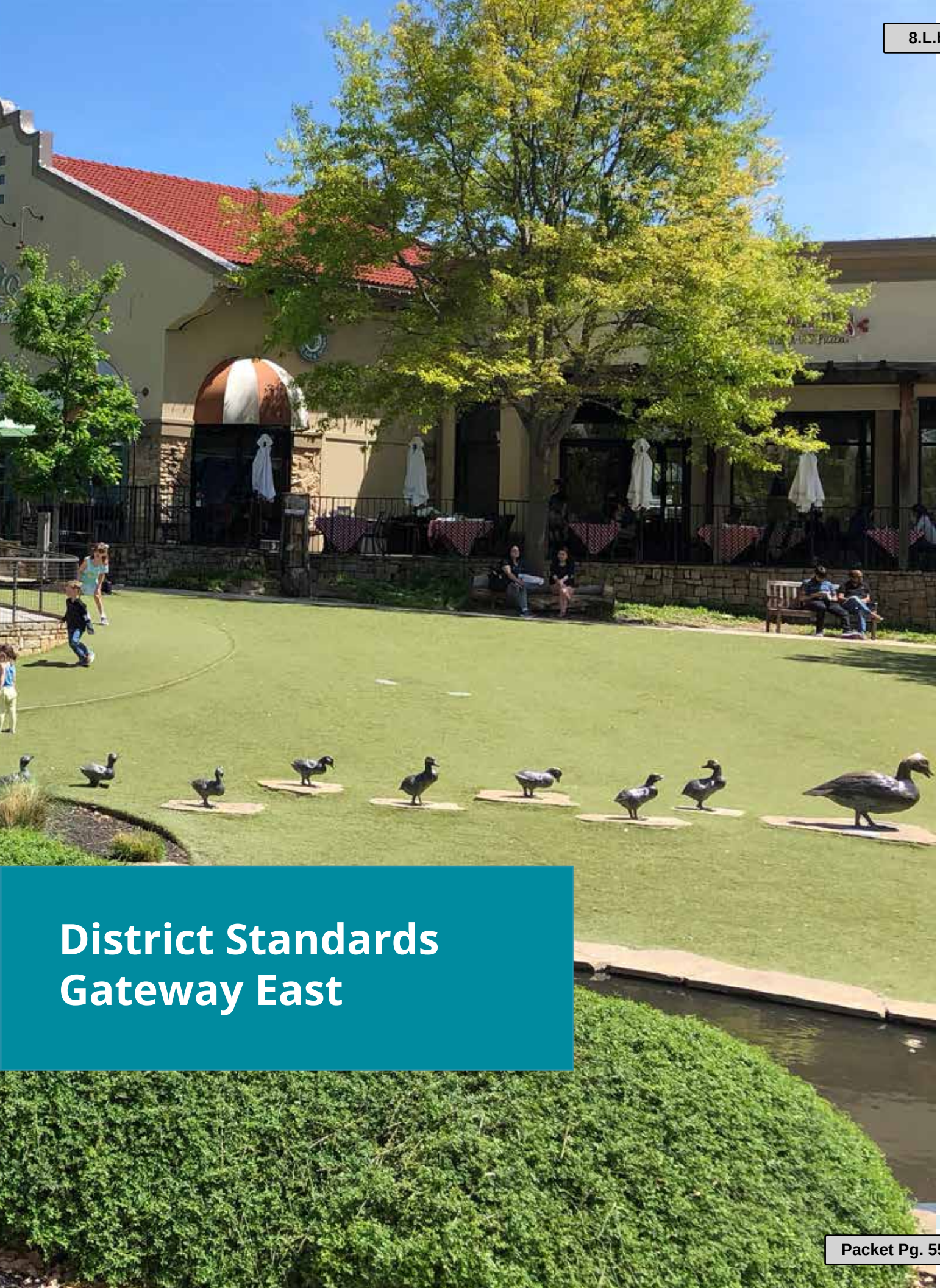
Main Street (small)

Main Street (large) - Not Permitted

Block Building - Not Permitted

Graphics illustrate conceptual form. Building types do not reflect use. For example, "house" can have non-residential uses.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)



District Standards
Gateway East

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(f) Gateway East District

Representative Form & Function

1. General Character

(A) Gateway East is the eastern edge of Downtown--the first thing you see for Downtown traveling on Preston Road. Development in Gateway East is big and bold, making a statement to passersby and visitors that Downtown is lively, fun, walkable, and urban (vs. suburban), but with a Historic Texas, Celina character. There is significant potential for all use categories, but especially for entertainment uses. Since there is a large space available for redevelopment in Gateway East, it makes large, mixed-use development feasible.

2. Built Environment

(A) To provide a special urban feel for Gateway East that is uniquely Downtown Celina, new development should pay crucial attention to two things: rural/country feel and Historic Texas architectural style. Tying in water, trees, and grass as civic open spaces, preferably in conservation-type development, will bring the rural/country feel alive that is so special and unique to Celina. Building storefronts will provide awnings and shade structures to create a comfortable environment for residents and visitors.

(B) Structured parking garages in this area are essential to preserve valuable land for redevelopment. The streets connecting the developments will give priority to the wide sidewalks and extensive bicycle infrastructure. The ground level will have plentiful trees, plants, and other green infrastructure.

(C) Family-friendly destinations and amenities should be included in the non-residential development in the form of open space, parks, lawn games, and seating areas. Cafes, coffee shops, and bakeries will encourage people to stay and enjoy the area.

(D) Suburban pad sites and a large big box retailer along Preston is not what will be in Gateway East. The palette of building types and the vision depicted in the pictures above should be utilized to create special places that make a bold statement about Downtown Celina.

3. Streets and Blocks

(A) Development in Gateway East should maximize the space for redevelopment, but it should also provide continuation of the 300-foot by 300-foot street grid or short and organized blocks when designed. Outdoor markets, community events, and library activities will occur in the outside lawns in new development. Large sidewalks with shade structures will also be present to encourage walking year-round. Special focus should be made on a pleasant pedestrian experience from end to end, throughout the district.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Gateway East
Design Standards

4. Building Envelope

Build-to-Zones & Setbacks

(A) Front	See Page 2-18
(B) Side (from property line)	*Min. 5 Feet
(C) Rear (from property line)	*Min. 5 Feet
(D) Lot Coverage Maximum	85%
(E) Landscape Area Minimum	10%

(F) Corner building street façades and all porches and fences shall be built to the setback range for a minimum of 15 feet from the corner along both streets or the width of the corner lot, whichever is less.

(G) Recessed entrances are permitted as long as the upper floors meet the development standards.

**Townhouse Buildings are permitted to have zero separation between lots but must maintain a minimum of five feet from an exterior property line. All building types are required to provide a minimum of 10 feet separation from existing House, Duplex/Triplex, or Cottage Court Buildings. New Cottage Court Buildings are required to provide a minimum of 10 feet separation from all buildings not within the Design Site and a minimum of 7 feet between Buildings within the Cottage Court. New Duplex/Triplex Buildings are required to provide a minimum of 10 feet separation from all other buildings.*

Lots & Blocks

(H) Block Face Maximum	*500 Feet
(I) Lot Width	**N/A
(J) Lot Depth	**N/A

**Blocks shall not exceed existing block layout.*

***Mid-block pedestrian breezeway/designed service way required for lots exceeding 200 feet in width or depth.*

Building Height

(K) First floor-to-floor height	Min. 12 feet
(L) Upper floor(s) height (floor to ceiling)	Min. 10 feet

(M) Two- and three-story structures typical, with four- to five-story structures possible in key anchor or corner locations. Six stories permitted only with parking structure. Maximum 85 feet.

(N) Ground floors of all buildings fronting Type A Streets shall be built to retail ready standards, including first floor-to-floor height, ingress/egress, handicap access, and first floor elevation flush with the sidewalk.

(O) Duplex/Triplex buildings are allowed a min. 10 feet threshold for first floor-to-floor height.

5. Public Realm

Private Frontage

(A) Common Yard	Not Permitted
(B) Porch & Fence	Not Permitted
(C) Terrace or Lightwell	Permitted
(D) Forecourt	Permitted
(E) Stoop	Permitted
(F) Shopfront	Permitted
(G) Gallery	Permitted
(H) Arcade	Permitted

See Page 2-18 for associated Build-to-Zone details.

% of Building Facade within Build-to-Zone

(I) Type A Street and Civic Space	Min. 75%
(J) Type B Street	Min. 60%
(K) Type C Street	Min. 50%
(L) Type D Street	N/A

Sign Types

(M) Monument	*Permitted
(N) Blade	Permitted
(O) Attached	Permitted
(P) Roof	*Permitted
(Q) Folding	Permitted
(R) Temporary	*Permitted

(S) Signs shall comply with signage regulations contained in the Signage Section and shall be Historic Texas Style.

**Permitted only along Type B and Type D Streets.*

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Gateway East
Preferred Building Types

Estate

House

Duplex/Triplex

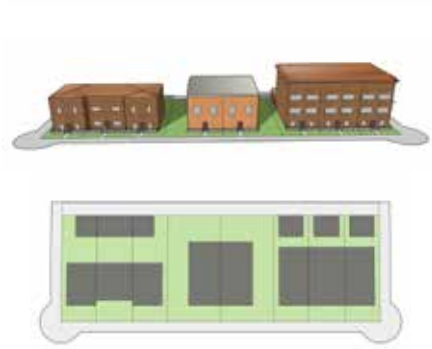
Multiplex Small

Cottage Court

Courtyard Building

Multiplex Large

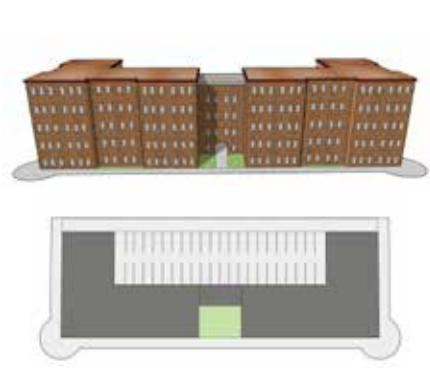
Townhouse



Main Street (small)

Main Street (large)

Block Building



Graphics illustrate conceptual form. Building types do not reflect use. For example, "house" can have non-residential uses.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Appendix

(a) Schedule of Uses

P = Permitted; Blank = Not permitted

Uses	The Bricks	The Verandas	Patio Commons	Entertain-ment	Preston Streams	Gateway East
*Residential	P	P	P	P	P	P
Retail/ store	P	P	P	P	P	P
Office/ medical office	P	P	P	P	P	P
Alcohol-related			P	P	P	P
Entertainment			P	P	P	P
Culture/ art/ music	P	P	P	P	P	P
Restaurant	P	P	P	P	P	P
Auto-related						
Heavy industrial/ dirty industrial						
Assisted living/ nursing home						
Pick-up-/ drop-off-heavy uses (ex. K-12 school)						

1. Excessively noxious uses are not permitted Downtown.
2. Since residential uses are permitted in all districts, in all Building Types Downtown, uses shall be compatible with homes in scale, noise level, traffic impacts, parking, smell, cleanliness, and safety/risk.
3. Uses consistent with the Vision of Downtown, either in the District description or in the Downtown Master Plan, shall be permitted even if not expressly listed above.
4. Where uses consistent with the Vision are loud or could otherwise interfere with residential living, potential negative impacts shall be mitigated through screening, limits on outdoor activity, fencing, landscaping, and/or hours of operation through a Specific Use Permit tied to the subject use on the subject property.
5. Large footprint uses (over 20,000 square feet on ground level) shall be multi-story, or locate the use on a mezzanine, and shall have structured parking.
6. Urban agriculture shall be allowed with a storefront/market.

**Independent living types only (can include age-restricted living as long as residents are independent and can enjoy Downtown's businesses and amenities)*

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(b) Glossary of Terms

Access: Public entry via designated right-of-way or pedestrian and bicycle access easement.
Accessory Use: Any use that is customarily a part of, and clearly incidental and secondary to the primary use on the parcel and does not change the character of the primary use.
Accessory Building/Structure: A structure physically detached from, secondary and incidental to, and commonly associated with a primary structure or use on the same site. Accessory structures normally associated with a residential use property include, but are not limited to: garages (unenclosed or enclosed) for the storage of automobiles (including incidental restoration and repair), personal recreational vehicles and other personal property; studios; workshops; greenhouses (noncommercial); enclosed cabanas and pool houses; and storage sheds. Accessory structures normally associated with a non-residential use property include but are not limited to garages (unenclosed or enclosed) for the storage of automobiles and work-related vehicles and equipment (including incidental restoration and repair); storage structures; workshops; and studios.
Adjacent: Sharing a common site line or having site lines separated only by an alley.
Alley: A public right-of-way to be used primarily for vehicular access to the back or side of a parcel of real property that abuts a street. Alleys are intended to connect blocks, through the middle, from one major street across to the other major street, or to another alley in a "T" configuration.
Alternative Wheels: Active transportation methods that can be used on a bike lane such as scooters, bikes, golf carts, etc.
Anchor/Corner Location: Prominent development within the block that typically is the largest building and located on the corners with sensitive transitions to adjacent structures.
Arcade: A Private Frontage Type conventional for commercial uses and walkable areas wherein the facade is a colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at the frontage line.
Architectural Features: Exterior building elements intended to provide ornamentation to the building massing, including, but not limited to eaves, cornices, bay windows, window and door surrounds, light fixtures, canopies, and balconies.
Awning: A roof or cover which projects from a wall of a building over a window, door, and/or sidewalk, made of canvas, metal, or wood, which may be fixed in place or be retractable.
Bay Window: A window that projects from the building facade or elevation that begins on the ground floor and can extend to upper floors.
Block: An area of land separated from other areas by adjacent streets, railroads, rights of-way, or public areas. Blocks in Downtown are generally square and contain at least one linear right-of-way where an alley can be improved.
Block Face: The aggregate of all the building facades on one side of a block. The block face provides the context for establishing a consistent street room and an organized pedestrian experience.
Block Length: The horizontal distance measured from one end of the block to the other end, along the same right-of-way, from perpendicular right-of-way line to perpendicular right-of-way line. illustration
Block Perimeter: The aggregate of all sides of a block measured along the outside/adjacent rights-of-way.
Building Form/Mass: The overall shape, dimensions, and articulation of a building.
Build-to-Zone: An area parallel to a site line or right-of-way where it is required for a percentage of building façade of a building to be placed, according to the applicable Percentage of Building Façade within Build-to-Zone requirements. Illustrated in the Private Frontage reequipments in 2-18.
Character District: One of six distinct areas identified within Downtown, on the Regulating Plan, that are distinguished from one another by their physical form, function, look, and location.
Common Yard: A Private Frontage Type, typically landscaped, wherein the facade is set back from the frontage line. It is visually continuous with adjacent yards.
Contributing Structure: Building that has been surveyed and designated as contributing by the Downtown Commission.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Glossary of Terms

Courtyard: An unroofed area that is completely or partially enclosed by walls or buildings on at least two sides and often shared by multiple residential units or commercial suites.
Crime Prevention through Environmental Design (CPTED): a multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural environments.
Curb: The edge of the vehicular pavement that may be raised or flush to a swale. It usually incorporates the drainage system.
Design Professional: Architect, urban planner/designer, landscape architect, or historian**.**
Design Site: A portion of land delineated from others to accommodate no more than one of the building types allowed by the transect zone (except for accessory buildings as allowed). The main purpose of a design site is to generate pedestrian-oriented buildings by coordinating the intended building sizes with the intended physical character of each district. A parcel may have multiple design sites, and a design site may comprise multiple parcels, or even multiple districts, as long as all standard subdivision requirements are met and no improvements impede parcel lines without appropriate easements or accommodations. Where a design site traverses multiple districts, each area of the design site shall follow the district requirements applicable to that area of the design site.
Development Pattern: Design site of entire block, whether existing or conceptual.
Director: The Director of Development Services or his/her designee.
Driveway: A vehicular lane within a design site, or shared between two sites, leading to a garage, accessory structure, or approved parking or loading area.
Encroachment: A structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a setback, into the public frontage, or above a height limit.
Entry or Entrance: An opening, such as a door, passage, or gate, that allows access to a building.
Ex-officio Member: A member of the Downtown Commission by virtue of their position that does not having voting powers.
Façade: The exterior wall of a building adjacent to a public right-of-way, the front or side along a private street, or civic space.
Façade Renovation: Improvement that requires a building permit to the façade.
Flat roof: A nearly horizontal roof pitched for water drainage only.
Footprint: The outline of the area of ground covered by the foundations of a building or structure.
Forecourt: A private frontage wherein a portion of the facade is close to the frontage line and the central portion is set back for landscaping, plaza, or other purposes.
Frontage: A strip or extent of land abutting a thoroughfare, civic space, or other public right-of-way.
Gallery: A Private Frontage Type conventional for commercial uses and walkable areas wherein the facade is aligned close to the frontage line with an attached cantilevered shed or continuous colonnade overlapping the sidewalk.
Ground Floor: The floor of a building located nearest to the level of the existing grade around the building (i.e. the first floor, not intended to be basement level).
Height, Building: The vertical distance between grade and the highest part of the structure directly above.

- **Ceiling, Ground Floors**: Height from finished floor to finished ceiling of primary rooms on the ground floor, not including secondary rooms such as bathrooms, closets, utility rooms and storage spaces.
- **Ceiling, Upper Floors**: Height from finished floor to finished ceiling of primary rooms on the floor(s) above the ground floor, not including secondary rooms such as bathrooms, closets, utility rooms and storage spaces.

Live-Work: A mixed-use unit consisting of a commercial and residential function. The commercial function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the commercial activity or industry.
Lot: A parcel of land accommodating a building or buildings of unified design.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

(b) Glossary of Terms

Mansard roof: A four-sided gambrel-style hip roof characterized by two slopes on each of its sides with the lower slope, punctured by dormer windows, at a steeper angle than the upper.
Modification, Major: Process outlined in section (i) for approving variances to individual development regulations outlined in the code.
Modification, Minor: Process outlined in section (h) for approving variances to individual development regulations outlined in the code.
Mixed-use: Multiple uses within the same building.
Neighborhood/Residential Transition: Requirements ensuring a gradual transition into residential areas. See (aa)7 for full details.
Non-Residential: All uses not meeting the criteria of residential use.
Open Space:

Private: Individual open-air space per unit.
Shared: Group open space for multiple units within development. Space does not have to be together and can be split into multiple areas if they are a minimum of 30 square feet each.

Outdoor Place: Civic open space, of at least 30 square feet of land, designed for the public and neighborhood. Can be plaza, public art, seating, park, landscaping, or other amenities to activate the street.
Parking unit: A 9x18 stall for storing vehicle.
Parking, On-Street and Off-Street: Required parking units within development or outside the private property within the right-of-way.
Parklet: A small seating area or green space created as a public amenity on or alongside a sidewalk, especially in a former roadside parking space.
Pedestrian Pass-through: Designated walkway/breezeway incorporated into site design with the intent to allow access through a development.
Pedestrian/Street Tree Zone/Street Room: Space between the back of curb and property line that includes sidewalk, public furniture and street trees.
Pitch roof: A roof that slopes downwards, typically in two parts at an angle from a central ridge, but sometimes in one part, from one edge to another. The 'pitch' of a roof is its vertical rise divided by its horizontal span and is a measure of its steepness.
Porch: A covered shelter projecting in front of the entrance of a building.
Port-cochères: A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.
Private Frontage: The area between the building facades and the lot lines.
Property line: The boundary line between two pieces of property or right-of-way
Recessed Entrance: Entrance to a building that is set back from the facade of the building.
Regulating Plan: A map for a development that identifies character districts to be applied and that identifies the street types, building types, and frontage types for the development. Upon approval of the development, the regulating plan's content is incorporated into the Celina Zoning Map.
Residential: Premises used primarily for human habitation.
Retail-Ready Standard: Ground floor of buildings constructed with features that will allow a transition from residential to retail. Features include: first floor-to-floor height, ingress/egress, handicap access, and first floor elevation flush with the sidewalk.
Right-of-way: The legal right, established by usage or grant, to pass along a specific route through grounds or property belonging to another.
Screening: Barrier meant to obstruct view using a fence, landscaping or wall.

Residential Transition Area Screening Device: Wall, landscaping or other screening device that is minimum of six feet and maximum of eight feet in height.

Setbacks: The area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Glossary of Terms

Setback Averaging: The proposed building must be located within the range of existing primary street setbacks, no closer than the smallest setback in the range and no further than the largest setback in the range. On an interior lot, the range of setbacks is measured on the basis of the two closest lots in either direction along the block face. On a corner lot, the range of setbacks is measured on the basis of the 3 closest lots along the block face.

Sidewalk: The paved section of the public frontage dedicated exclusively to pedestrian activity. Minimum width shall be five feet.

Sight Distance Triangle: A triangle sight area, at all intersections, which shall include that portion of public right-of-way and any corner lot within a triangle formed by a diagonal line extending through points on the two (2) property lines twenty-five (25) feet from the street corner intersection of the property lines (or that point of intersection of the property lines extended) and intersecting the curb lines.

Signs

- **Monument**: Any sign permanently affixed to the ground, which is not affixed to a building and does not have any visible support.
- **Attached**: Any sign affixed flat against and parallel to a building wall. For the purposes of this definition, wall shall include window areas.
- **Blade**: A building-mounted sign that projects from and is perpendicular to the building's fascia.
- **Roof**: Any signs which are affixed to building roofs, excepting mansard or sloping roofs.
- **Folding**: Any sign not permanently affixed to the ground or to a building and which is designed to permit removal and reuse.
- **Pole**: A freestanding sign with visible support structure.

Shopfront: Private frontage conventional for retail use, with substantial glazing and an awning, wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Site Line: Property boundary encompassing complete design site which can include multiple parcels/properties.

Stoop: A private frontage wherein the facade is aligned close to the frontage line with the first story elevated from the sidewalk for privacy, with an exterior stair and landing at the entrance.

Story: A habitable level within a building, excluding an attic or raised basement.

Transit/Trolley Stop: A designated shelter that provides shade and protection from weather for the waiting of bus, rail, or other public transportation.

Unit: Individually designed space within a building, or comprising one whole building, for residential or non-residential purposes.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

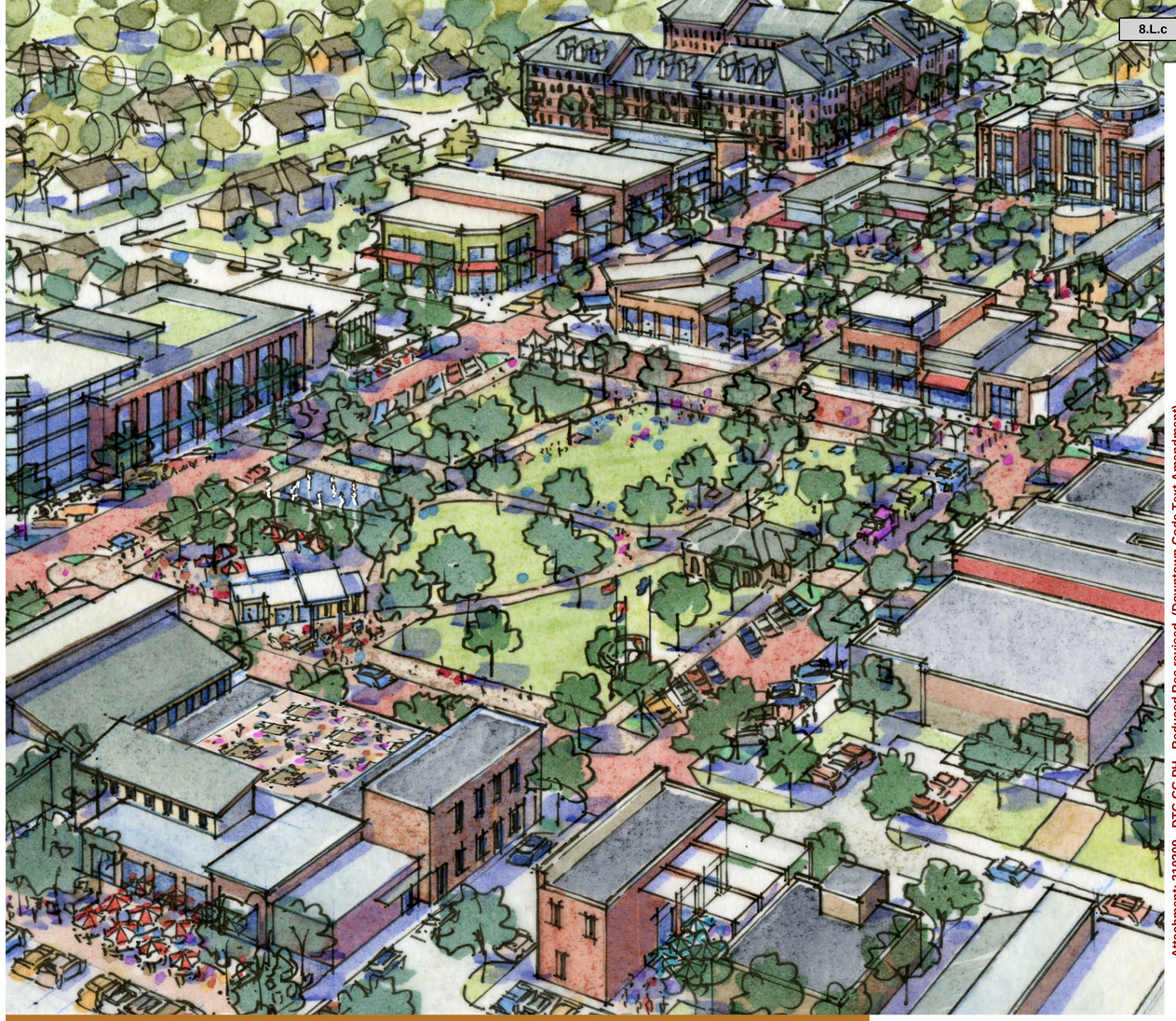
(c) Downtown Residential Protections

The Downtown Code is drafted to codify the community vision of the Downtown Master Plan but is sensitive to the existing residential fabric that makes Downtown Celina special. In order to protect this existing residential character, there are certain protections incorporated into the code. These protections are are listed below for quick reference.

Downtown Commission	Page 1-7	Authority to discuss, review, and recommend policies pertaining to gentrification and Downtown residential living.
Transitions	Page 2-23	Residential Transition Requirements - The following residential transition standards shall apply to all new building construction and all upper story additions to existing buildings located adjacent to existing one-unit detached residential buildings but shall not apply when an improved public street or railroad right-of-way separates the new building construction from the existing one-unit detached residential buildings. (A) Transition Area - 35' (min.) (B) Max. Building Height within Transition Area - Two stories
Screening	Page 2-24	A Residential Transition Area Screening Device (minimum 6 feet and maximum 8 feet high) shall be required when adjacent to an existing one-unit detached residential building and shall be optional for all other adjacencies.
Lighting	Page 2-27	The maximum light level of any light fixture shall not exceed half a footcandle measured at the property line of any one-unit detached residential building.
Land Uses	Page 4-2	Since residential uses are permitted in all districts, in all Building Types Downtown, uses shall be compatible with homes in scale, noise level, traffic impacts, parking, smell, cleanliness, and safety/risk. Where uses consistent with the Vision are loud or could otherwise interfere with residential living, potential negative impacts shall be mitigated through screening, limits on outdoor activity, fencing, landscaping, and/or hours of operation through a Specific Use Permit tied to the subject use on the subject property.
Setback Averaging	Page 4-6	The proposed building must be located within the range of existing primary street setbacks, no closer than the smallest setback in the range and no further than the largest setback in the range. On an interior lot, the range of setbacks is measured on the basis of the two closest lots in either direction along the block face. On a corner lot, the range of set-backs is measured on the basis of the 3 closest lots along the block face.

Attachment: 210205 - PH2 Draft (Downtown Code Text Amendment)

Celina Downtown Code



Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Public Hearing
February 9, 2021

DOWNTOWN CELINA EST.1876 TEXAS

Project Timeline

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Celina approved a new vision for Downtown last year.

An Award-Winning Downtown Master Plan

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

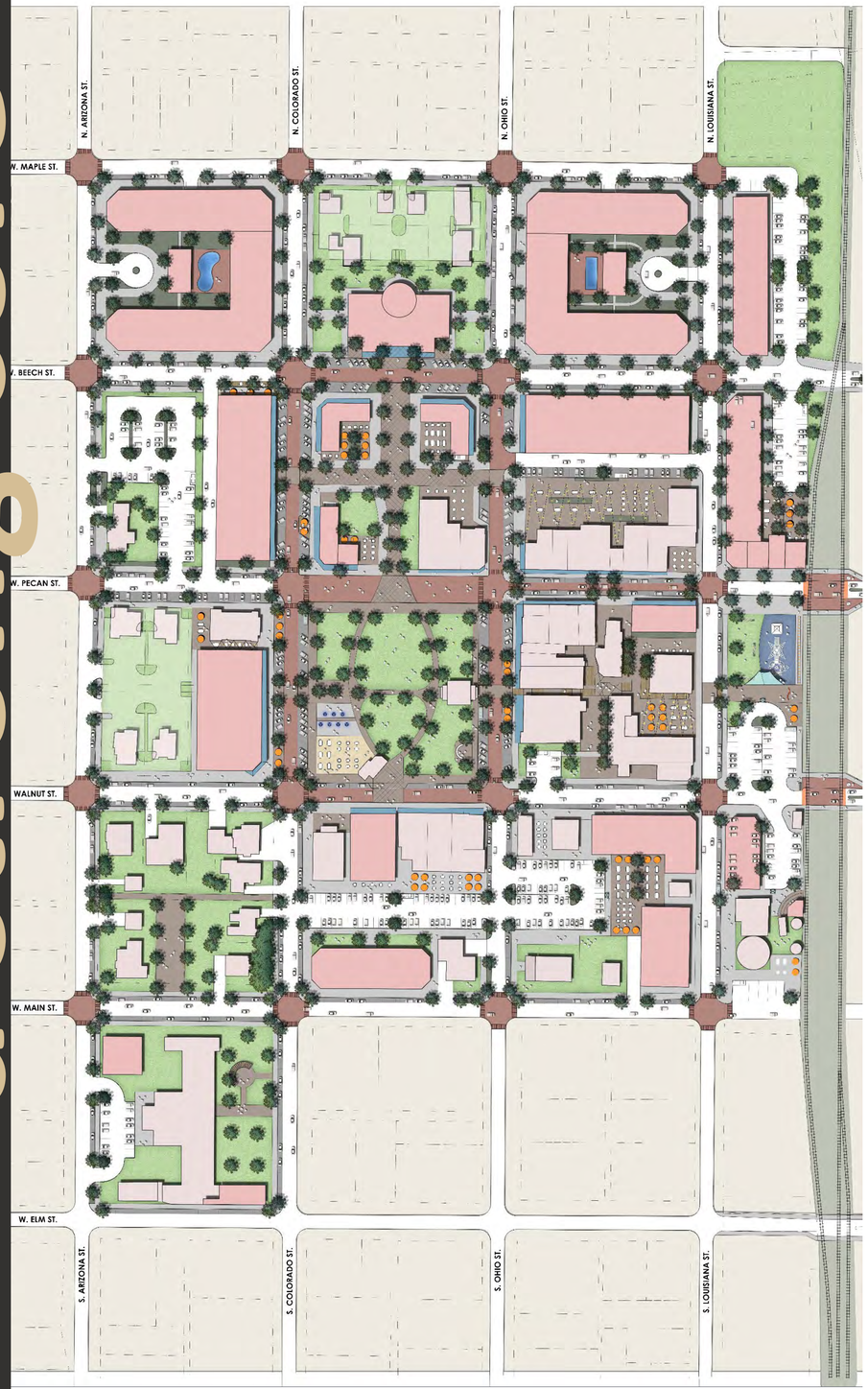
Now it's time to make sure it happens.

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

A Vision for a New Square

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

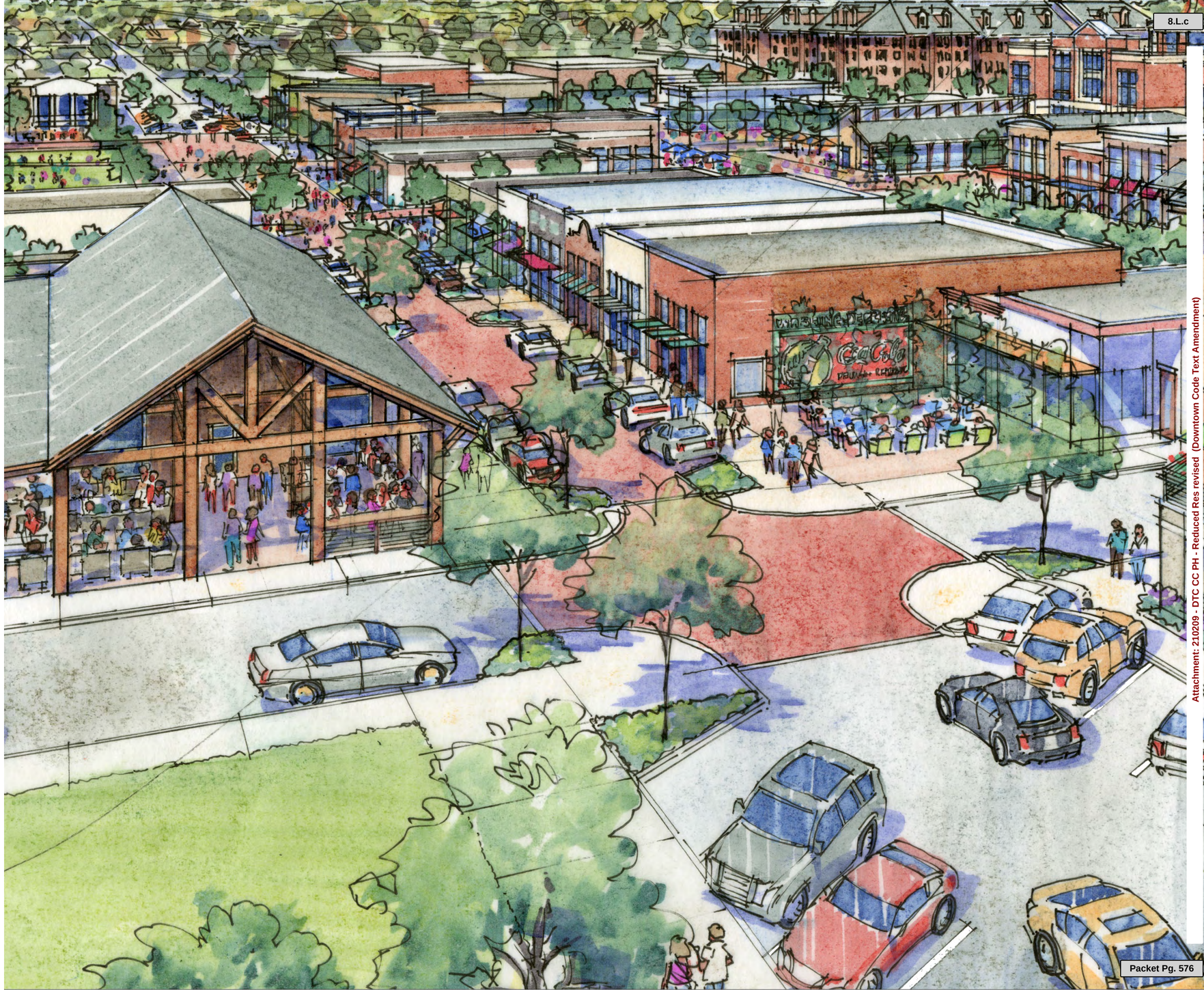
a strong core



- Strategically Placed Public Parking
- Complete Network of Shaded Walkways
- Market-driven Building Types>> Housing
- Continuation of Historic Texas Charm

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

A Vision for Lively, Walkable Destinations



Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

What is a Downtown Code?

- Zoning for all of Downtown
- Rules for Construction, Additions, Signage, etc.
- Protection of Existing Character
- Implementation of Approved Vision

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

How does it affect existing Downtown residents?

- All existing businesses and residences in operation can remain indefinitely
- No requirement to redevelop or sell with the new zoning
- New Downtown amenities, sidewalks, and improvements within walking distance
- New construction, additions, or businesses must follow the rules
- Residential protections are included
- Homes and businesses will be throughout Downtown, but must be compatible design & function

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Downtown Progress

- In the 2018 Community Survey, respondents emphasized their love for Downtown Celina. This led to the completion of the Downtown Master Plan (DMP) in January 2019 after several months of collaboration with the community and stakeholders.
- The Downtown Code establishes regulations for the DMP to be achieved and makes zoning Downtown more market driven. This is an important step to implement Celina's Vision for the future of Downtown.

2018 Community Survey March 2018 → Downtown Master Plan January 2019 → 2020 Community Survey August 2020

↓

New Downtown Logo Fall 2020 → Downtown Code March 2021

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

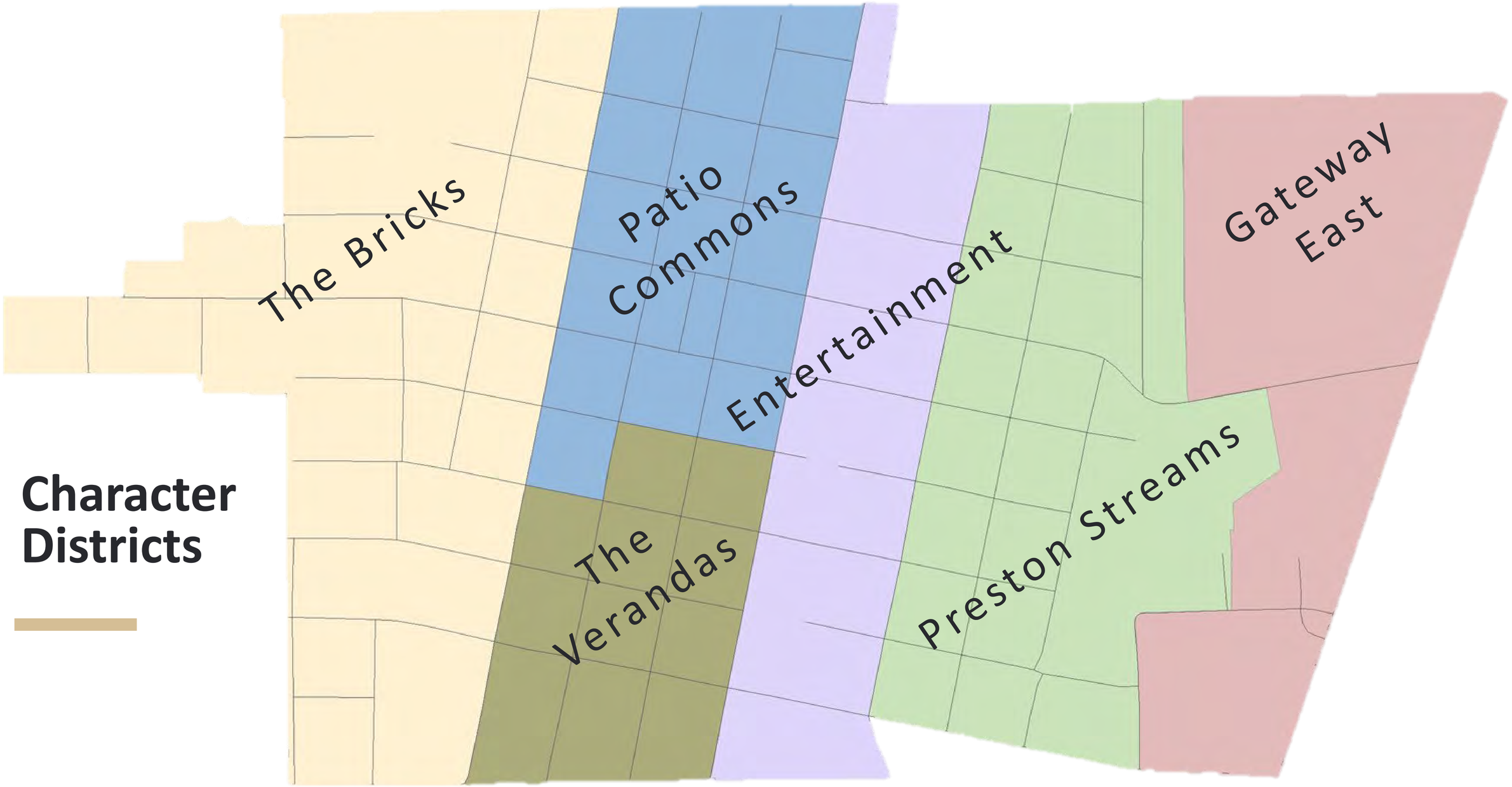
Sampling of Revisions Since 1/15 Public Draft

- Changed the name of Gateway West back to The Bricks
- Lowered intensity of Preston Streams to mirror The Bricks, with Main Street Small Building Types allowed
- More flexibility with design of Open Spaces
- Clarification regarding existing uses allowed to remain
- Adjusted dimensional requirements for construction of intended form
- Removed duplicative regulations
- Added Setback Averaging to Preston Streams

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

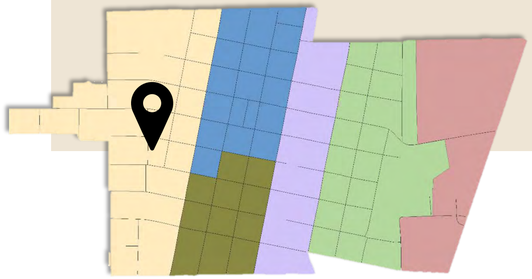
Six Districts. One Downtown.

Character Districts



Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

The Bricks



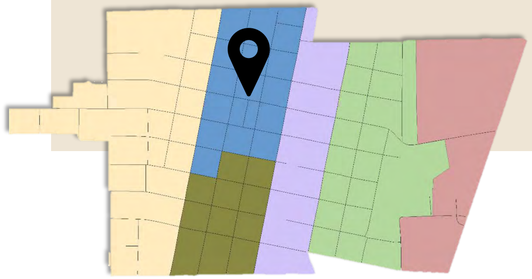
Residential look and feel

Charming walkability

Quiet mixture of neighborhood scale uses

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Patio Commons



Active destination in Downtown

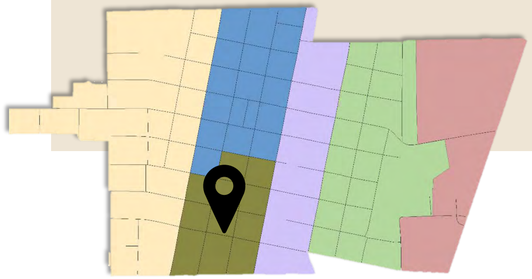
Showcase of Downtown's themes:

Texas, family-friendly,

outdoor living, and entertainment

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

The Verandas



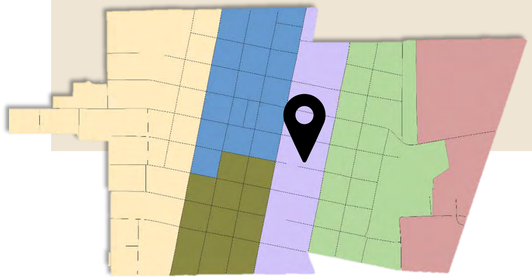
Preservation Area

Residential look and feel

Quiet mixture of neighborhood scale uses

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Entertainment



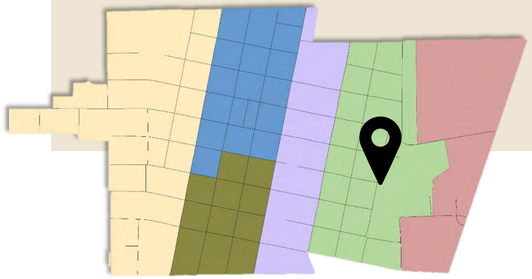
Redevelopment and new development

Nostalgic and rich character infusion

Lively entertainment and arts/culture uses

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Preston Streams



Residential look and feel

Significant respect to natural surroundings

Housing and commercial opportunities

Regional Park & Trail

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Gateway East

Downtown’s biggest statement

Walkable, multi-story, mixed-use development

Distinctly Downtown Celina when on Preston

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Downtown Streets

Type A

Focused on pedestrians

Type B

Serves key connector function

Type C

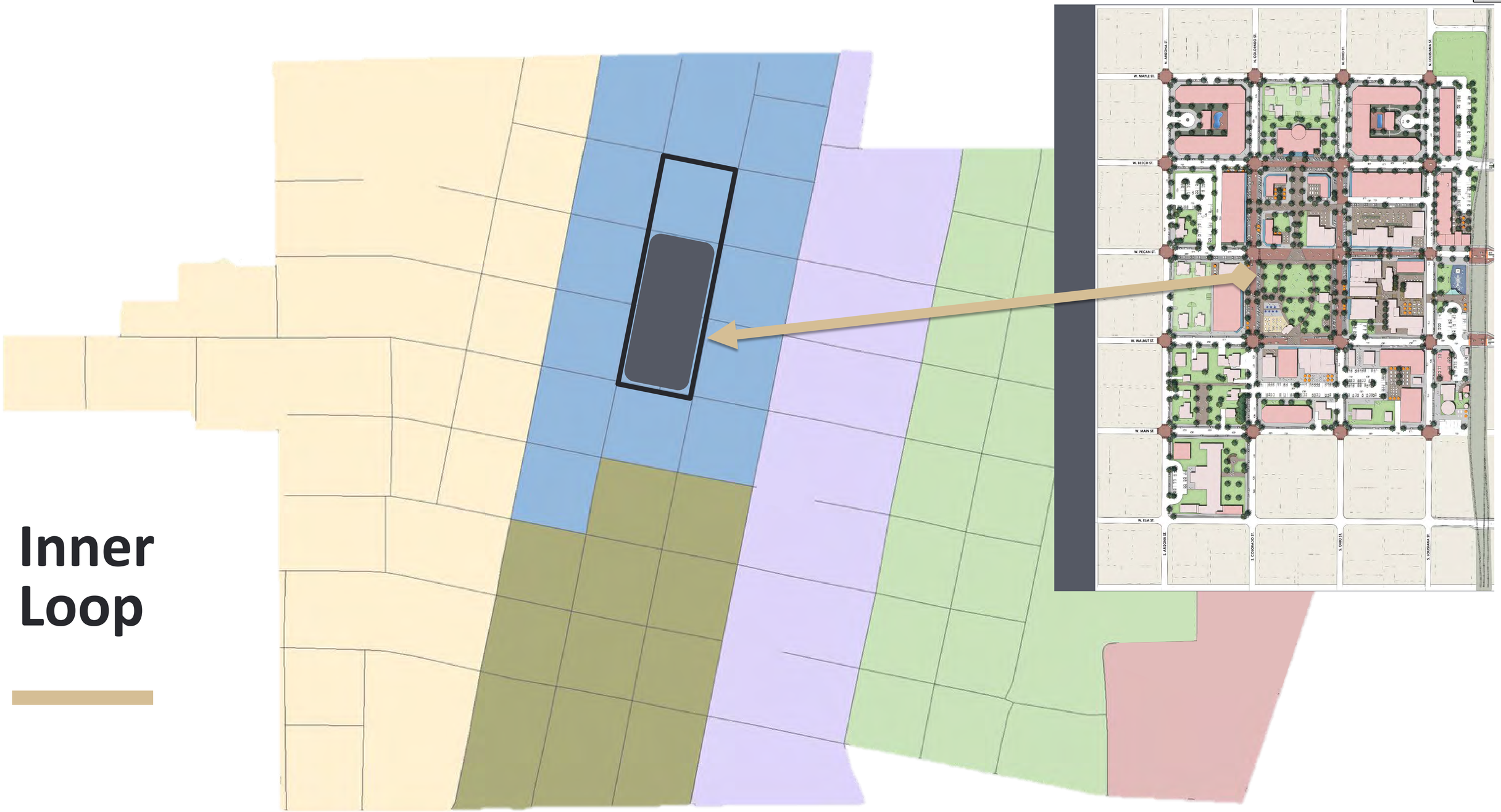
More neighborhood oriented

Type D

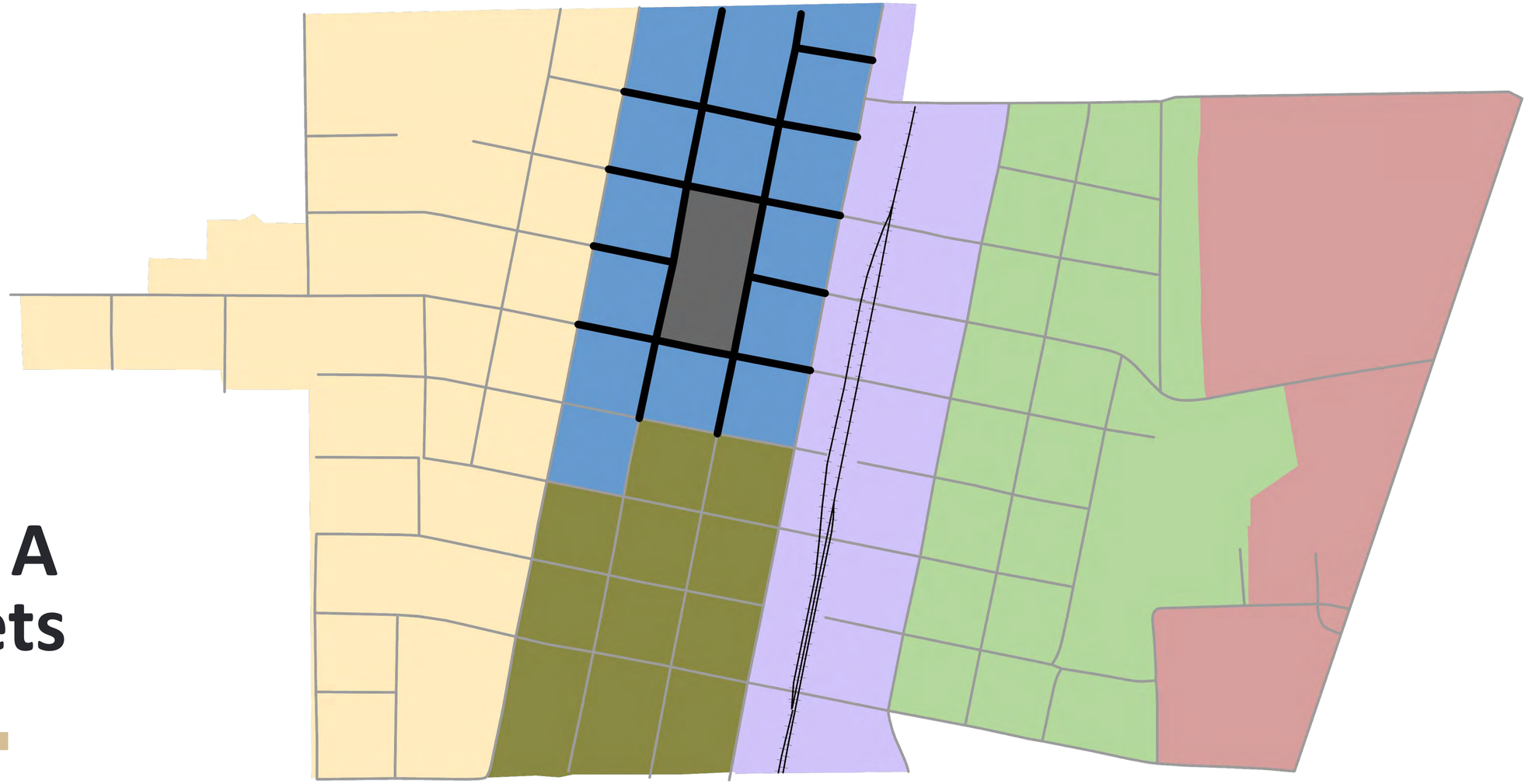
Preston Road

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Inner Loop

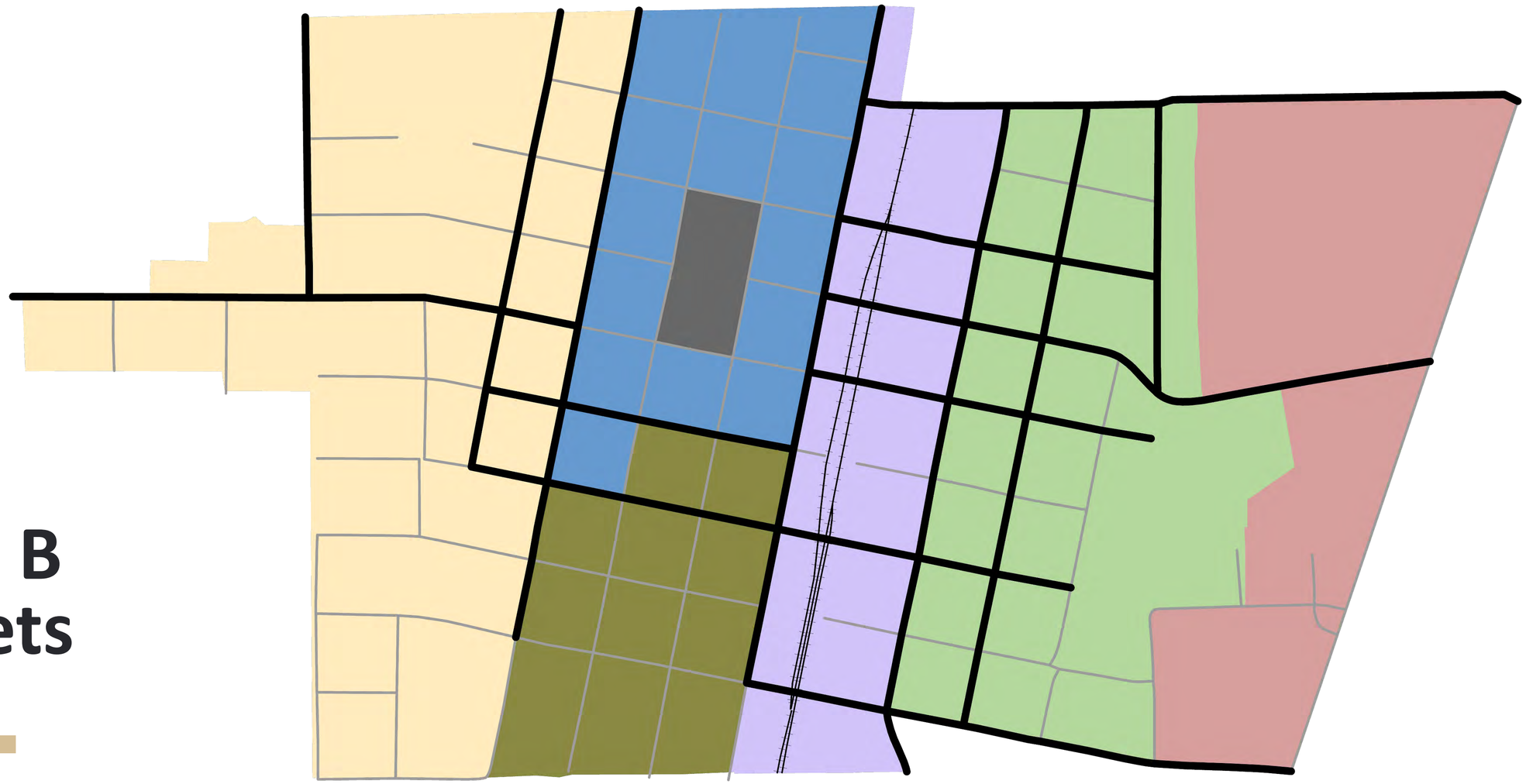


Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)



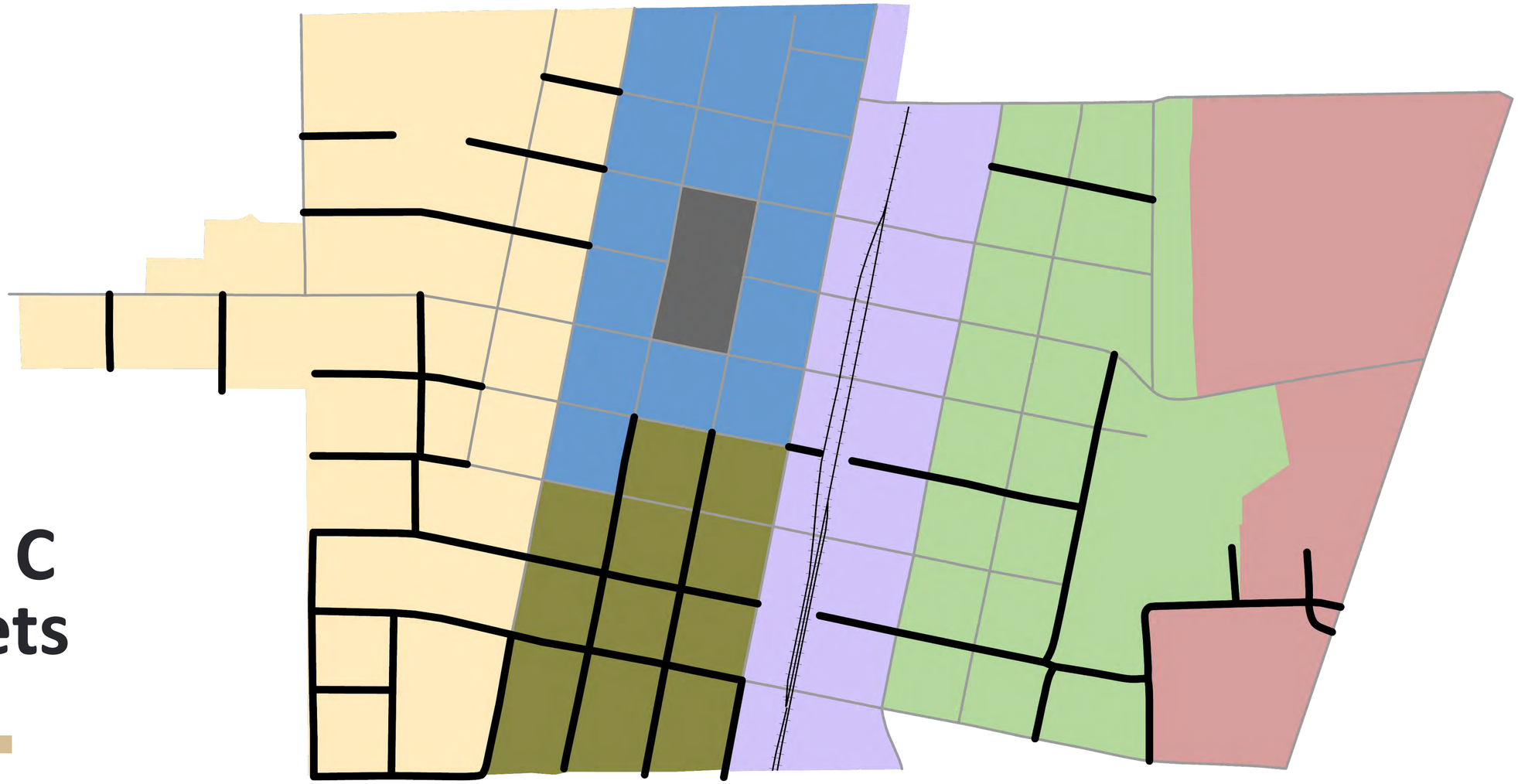
Type A Streets

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)



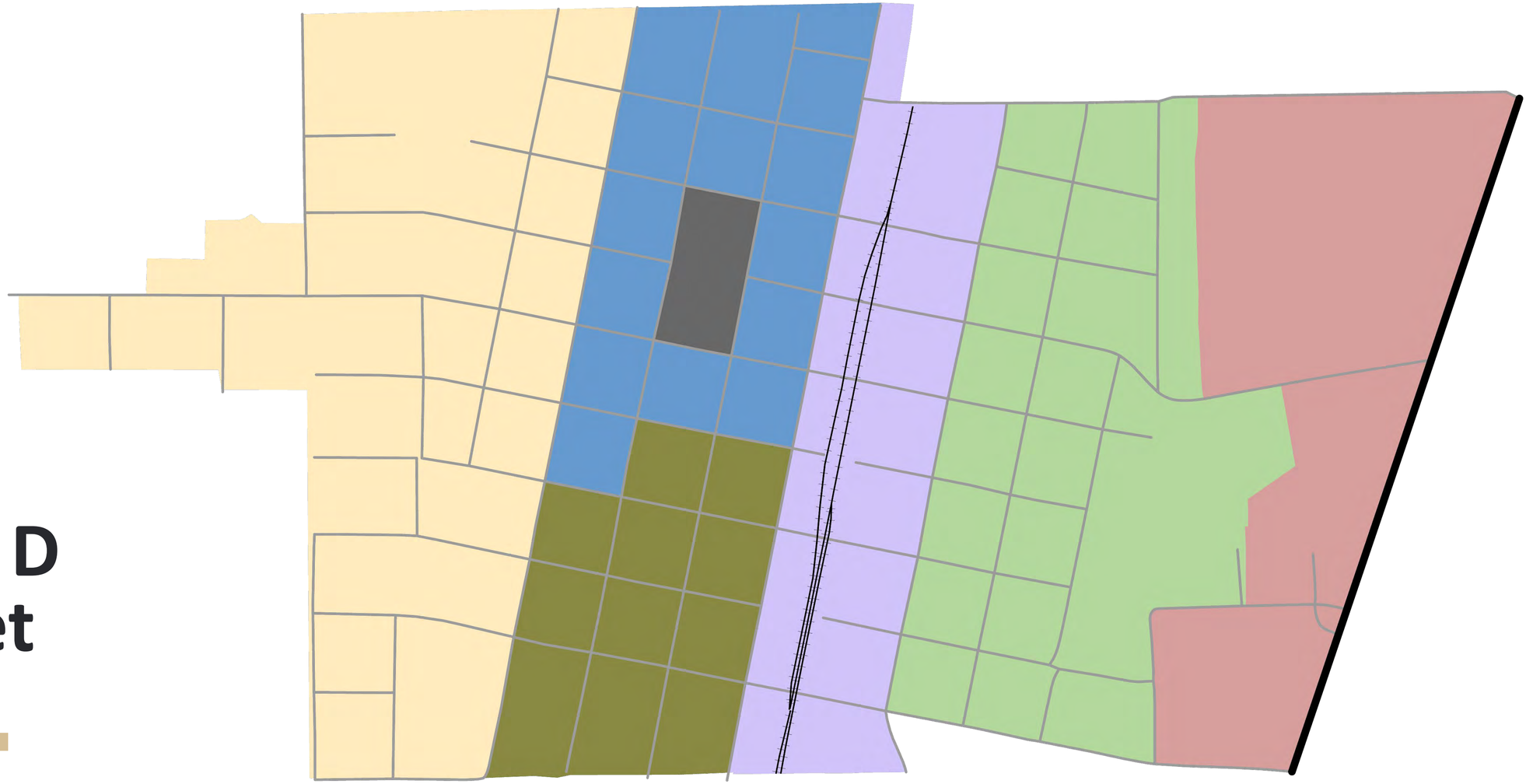
Type B Streets

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)



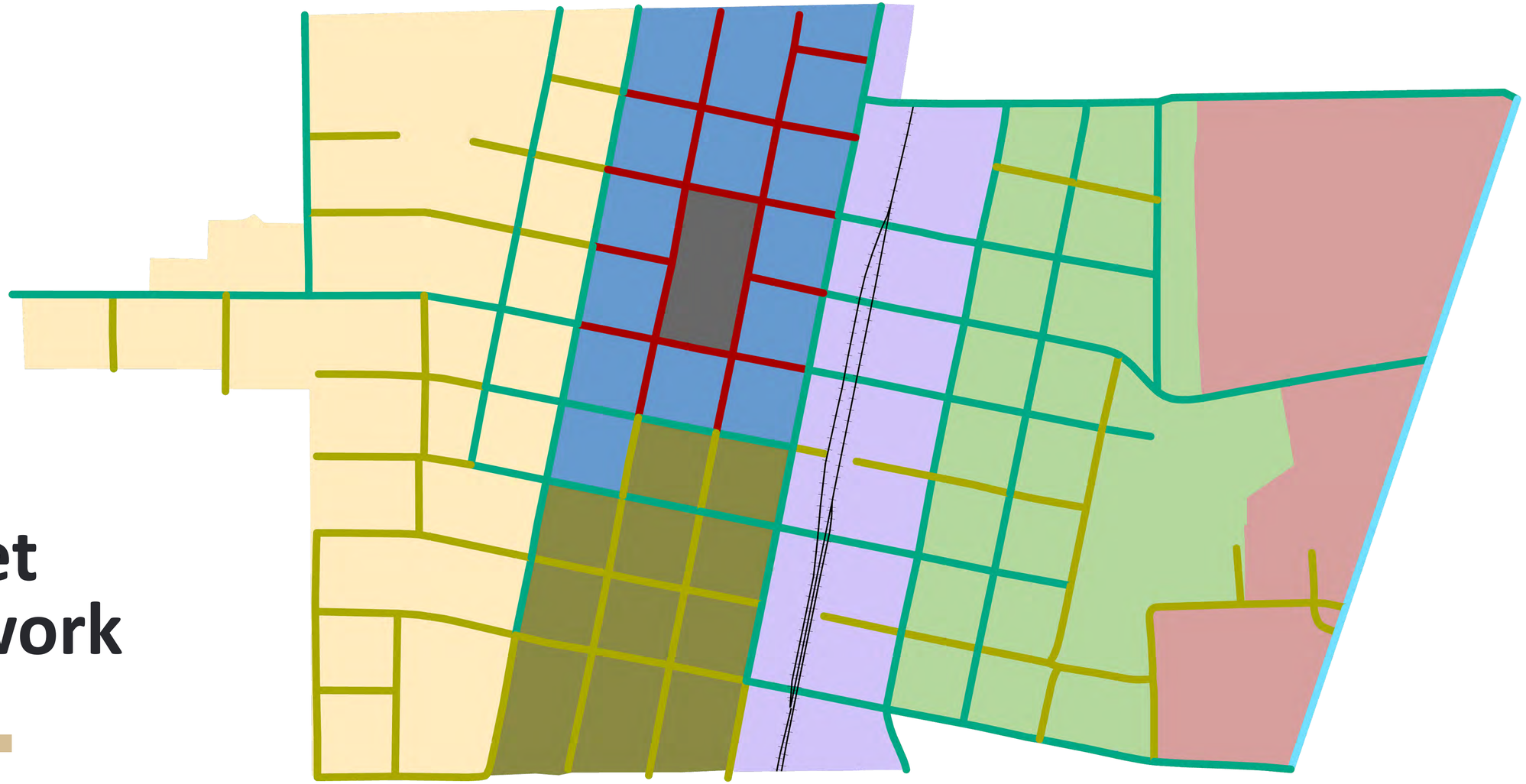
Type C Streets

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)



Type D Street

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

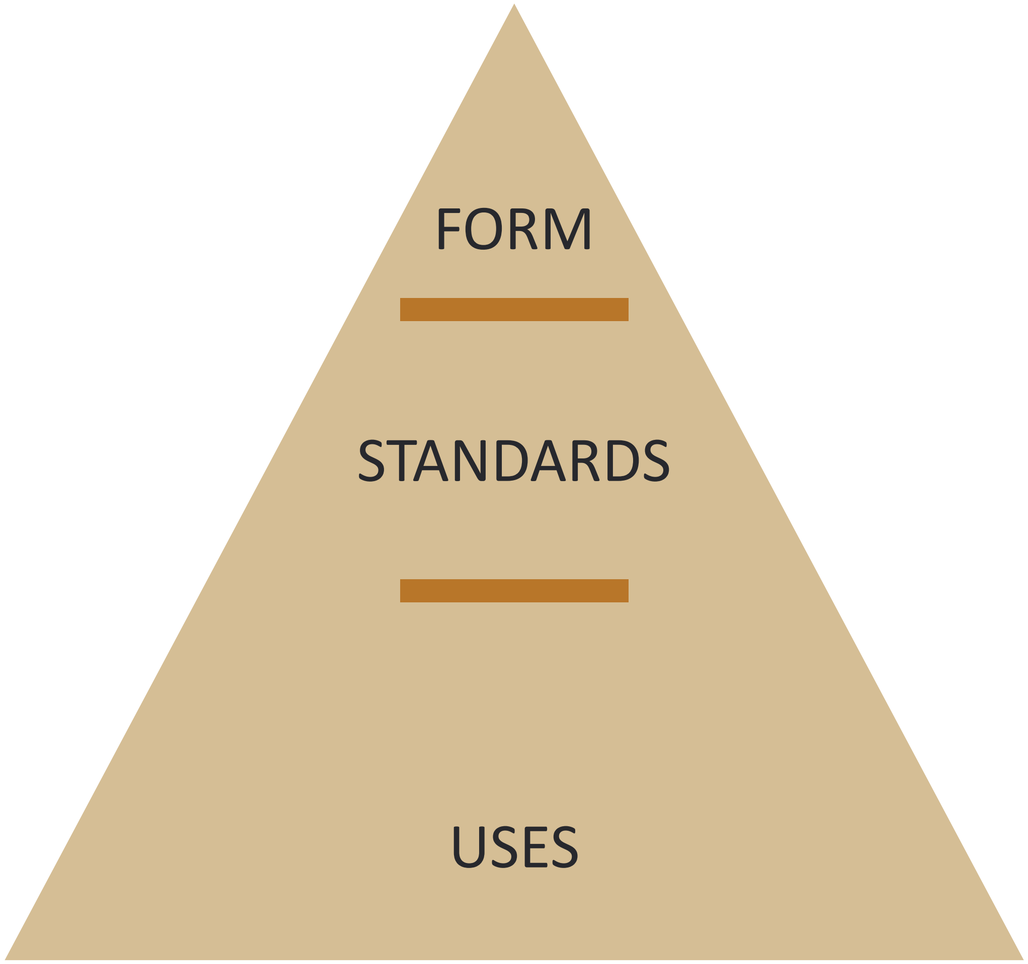


Street Network

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

BUILDING TYPES

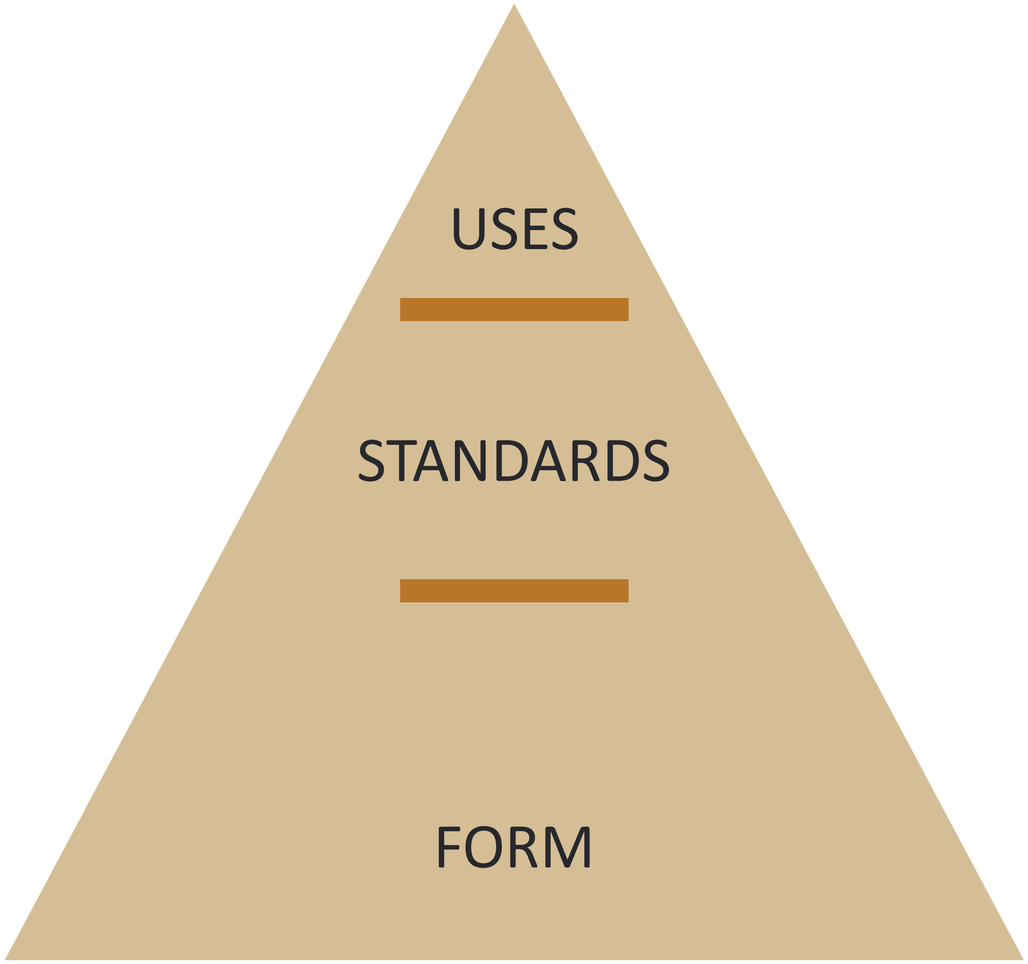
TYPICAL CODES



Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

BUILDING TYPES

FORM-BASED CODES



Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

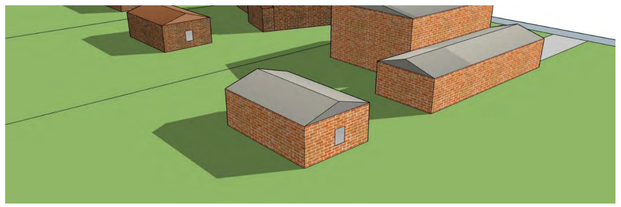
Building Types

It’s the form… not the use.

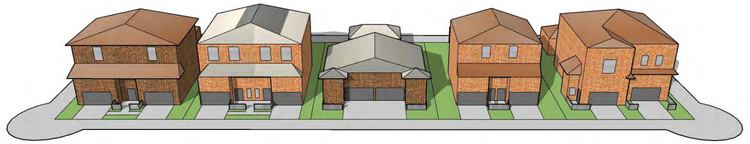
Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

BUILDING TYPES

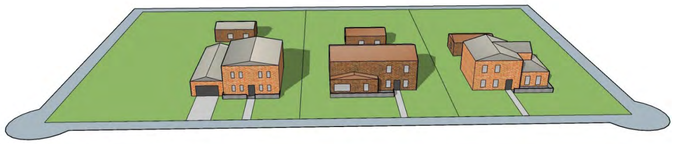
It's the form… not the use.



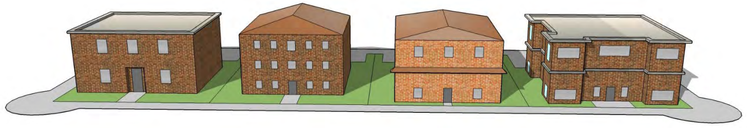
Accessory Building



duplex

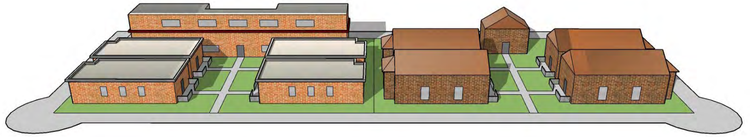


estate



multiplex small

house

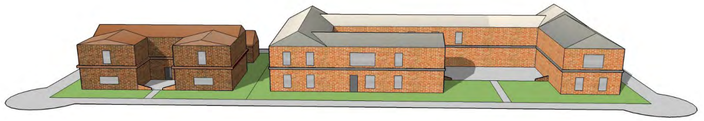


cottage court

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

BUILDING TYPES

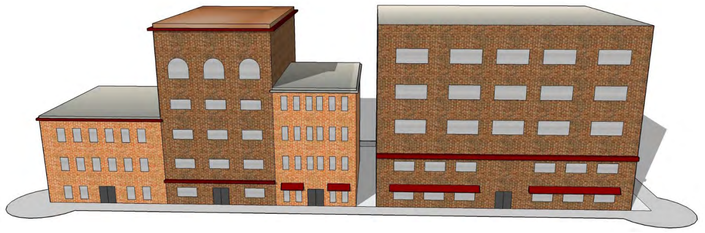
It's the form… not the use.



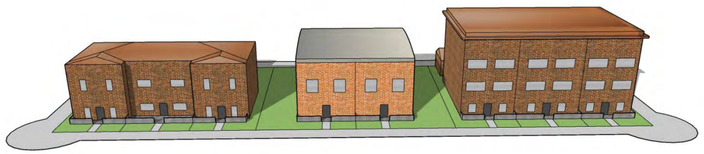
courtyard building

main street small

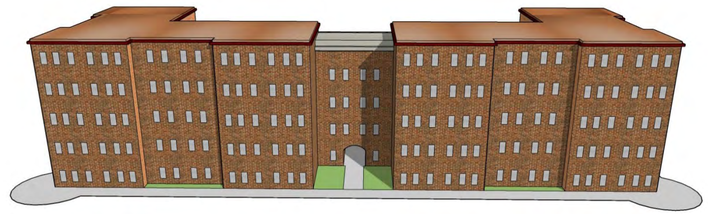
multiplex large



main street large



townhouse



block building

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Height is important to form.

varies by district

typical vs. max

3 The Bricks
One-two stories typical
Two to three stories in anchors/corners

4 Patio Commons
One-two stories typical
Three to four stories in anchors/corners

2 The Verandas
One-two stories typical
Two stories in anchors/corners

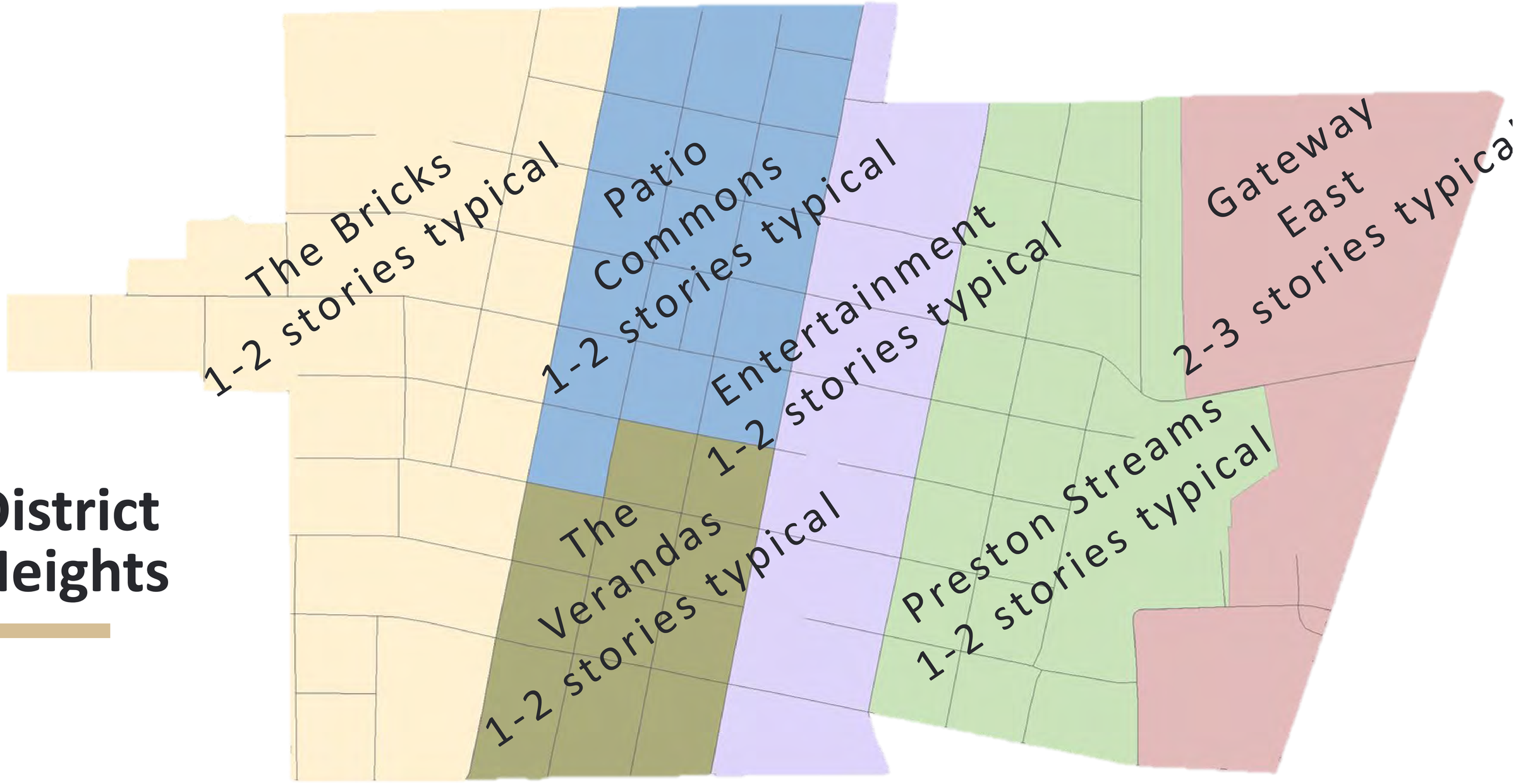
6 Entertainment
One-two stories typical
Three-five stories in anchors/corners
Six stories permitted w/parking structure

3 Preston Streams
One-two stories typical
Two-three stories in anchors/corners
Previously 6

6 Gateway East
Two-three stories typical
Four-five stories in anchors/corners
Six stories permitted w/parking structure

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

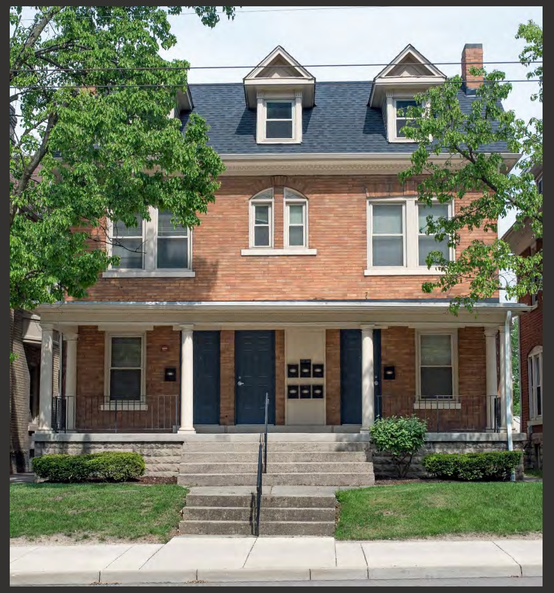
District Heights

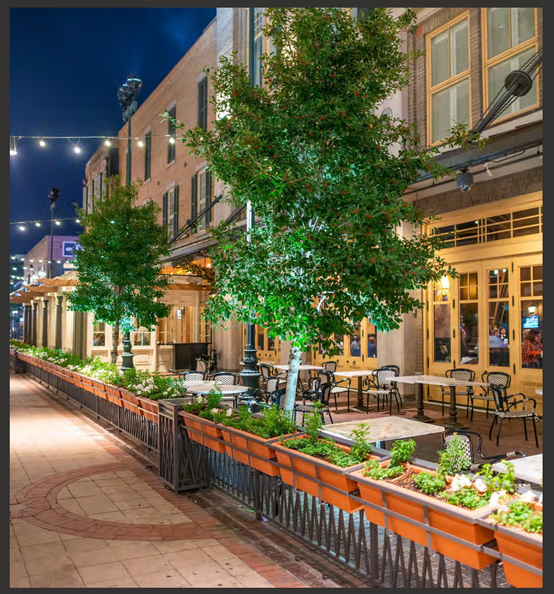


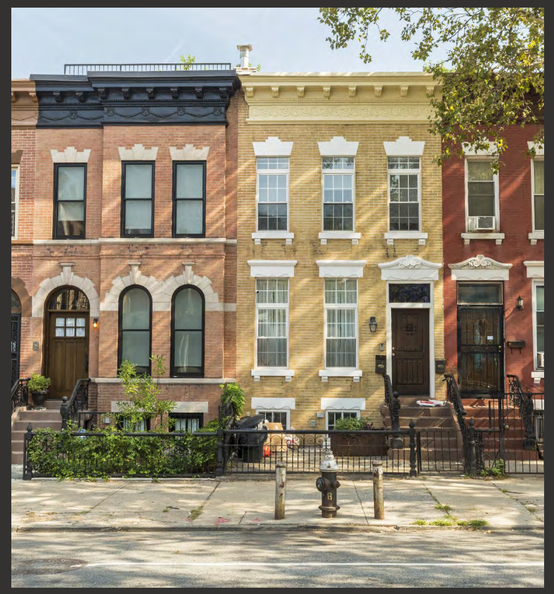
Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Architecture is important to form.

Historic Texas

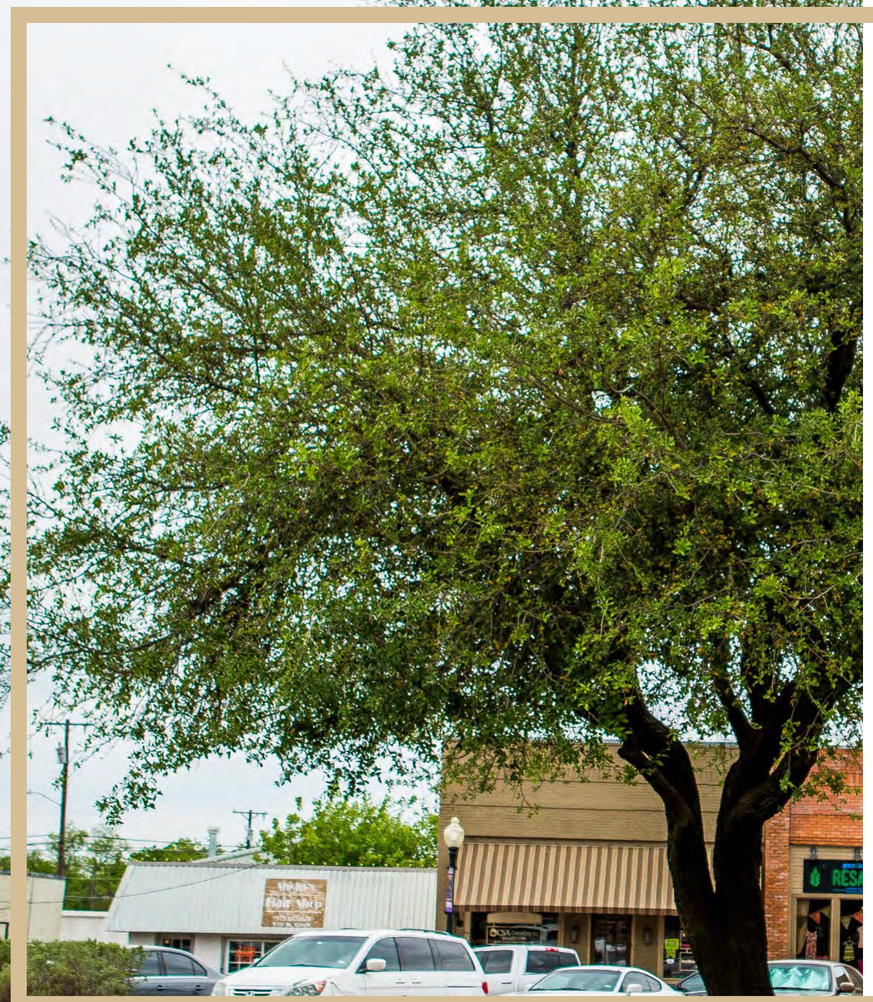






DOWNTOWN
CELINA
EST.1876
TEXAS

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)



Public Spaces

The rural/country feel is important to Celina.

Architecture

Public Space

Landscaping

Lighting

Outdoor Living

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Residential Protection

The Downtown Code is built from the Downtown Master Plan that the community helped create.

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Residential Protection

Existing uses, residences, and structures can remain as is (outside of any existing Code Enforcement issues or non-permitted activity).

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Residential Protection

The Downtown Commission will discuss, review, and recommend policies pertaining to gentrification and Downtown residential living.

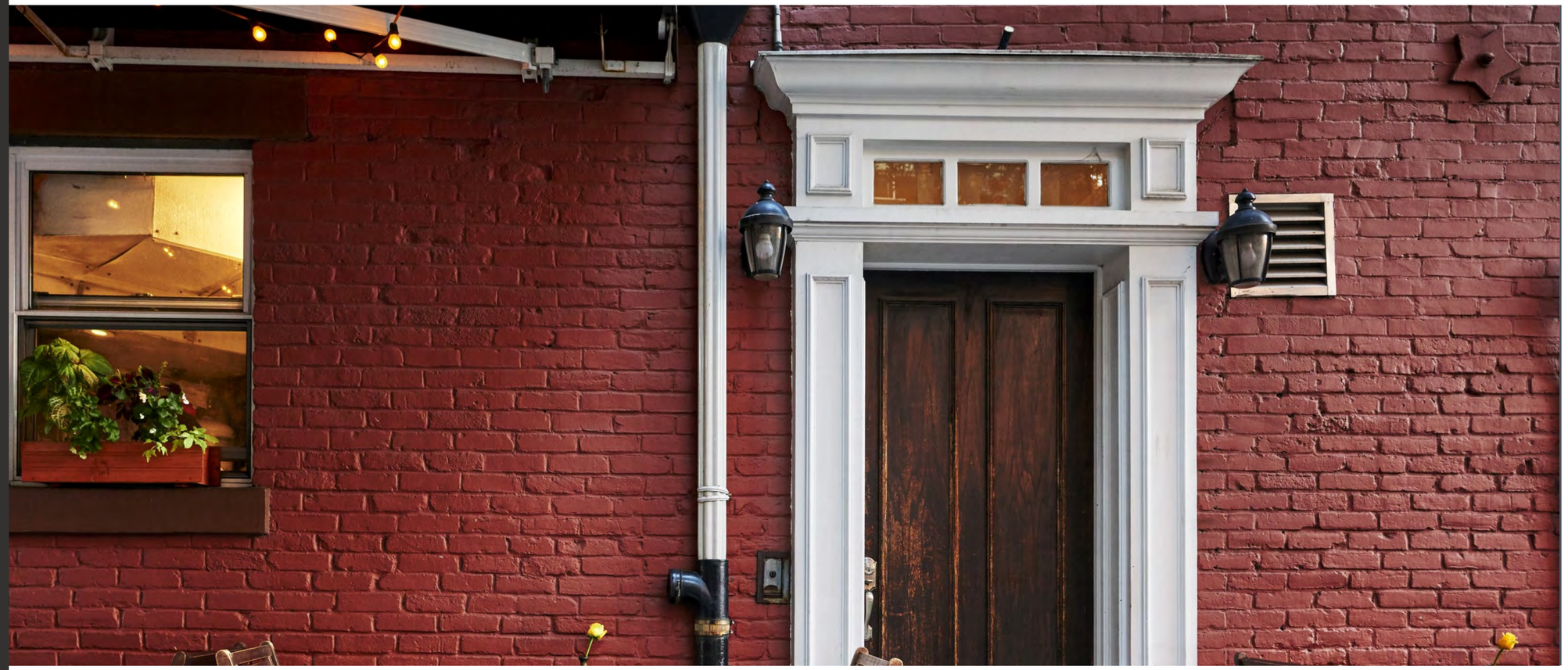
Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Residential Protection

Residential Transition Areas require maximum height of two stories within 35 feet of existing single family detached homes and special screening.

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

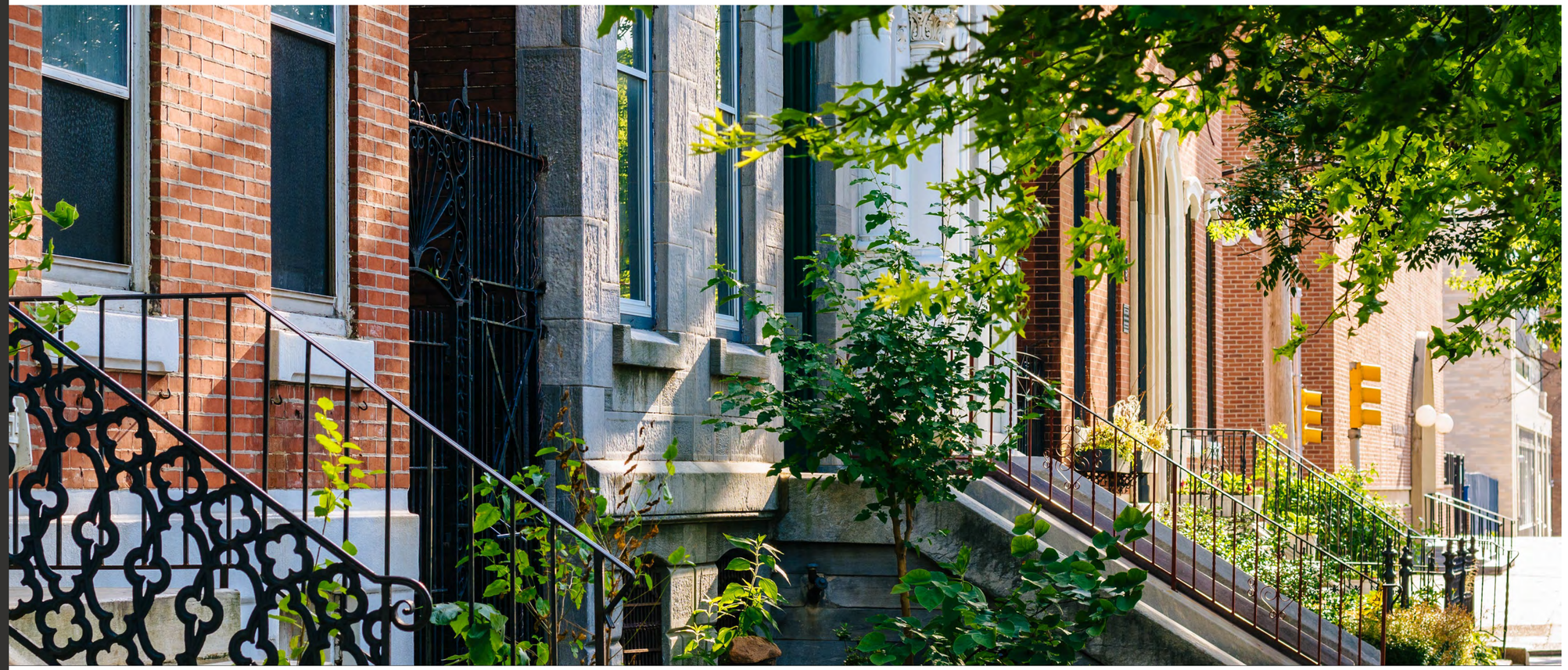
Residential Protection



Reduced light spillover requirements are applicable next to one-unit detached residential buildings.

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Residential Protection



Land uses are restricted to ensure compatibility with residential living. (Details on Next Slide)

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Residential Land Use Protections

in addition to certain prohibited uses

- Since residential uses are permitted in all districts, in all Building Types Downtown, uses shall be compatible with homes in scale, noise level, traffic impacts, parking, smell, cleanliness, and safety/risk.

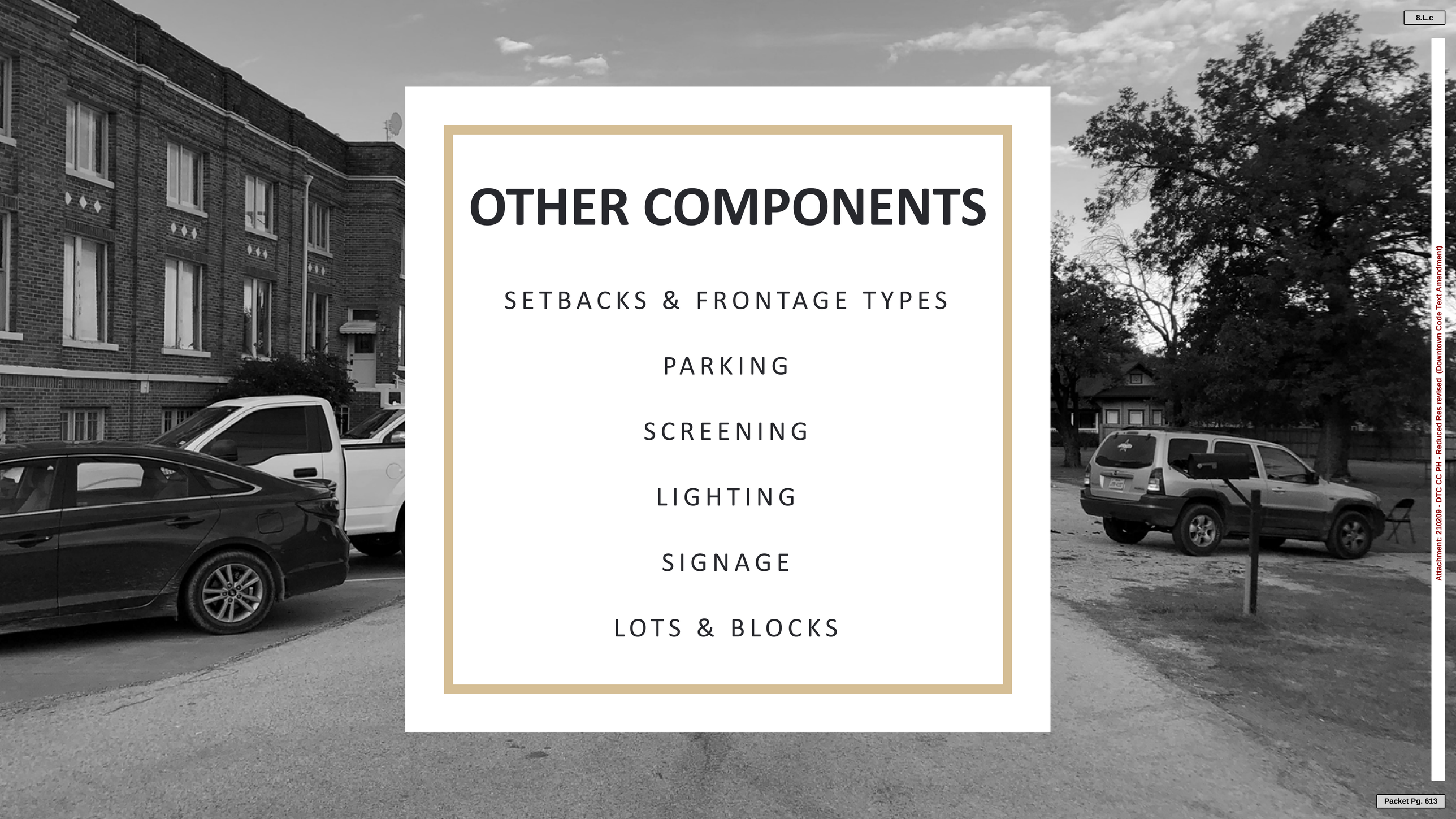
- Where uses consistent with the Vision are loud or could otherwise interfere with residential living, potential negative impacts shall be mitigated through screening, limits on outdoor activity, fencing, landscaping, and/or hours of operation through a Specific Use Permit tied to the subject use on the subject property.

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

Approval Authorities

STAFF	DOWNTOWN COMMISSION	CITY COUNCIL
Minor Modifications	Appeals from Staff & Major Modifications	Appeals from Downtown Commission

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)



OTHER COMPONENTS

SETBACKS & FRONTAGE TYPES

PARKING

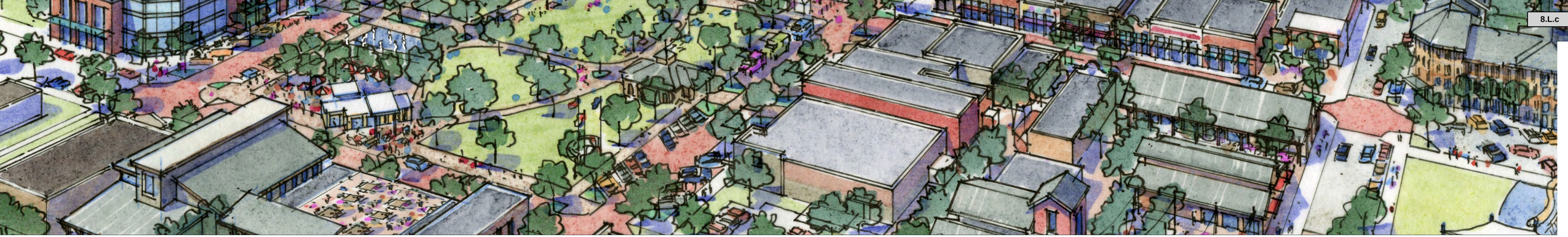
SCREENING

LIGHTING

SIGNAGE

LOTS & BLOCKS

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)



Next Steps

We are here!

City Council Public Hearing
February 9th

P&Z Public Hearing
February 16th

City Council Public Hearing
March 9th – Final Action

Calibration
Ongoing after Adoption

Attachment: 210209 - DTC CC PH - Reduced Res revised (Downtown Code Text Amendment)

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:	February 9, 2021
Re:	Downtown Code

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony on the rezoning of approximately 395 acres from 2F, C1, C2, CF, HD, I-1, MF-2, OT-R, SF-15, and PD zoning districts to the Downtown Code (DTC) zoning district; generally located east of Florida Drive, west of Preston Road, north of Cedar Street, and south of Malone Street, within the City Limits. (Downtown Code) (Nusser)

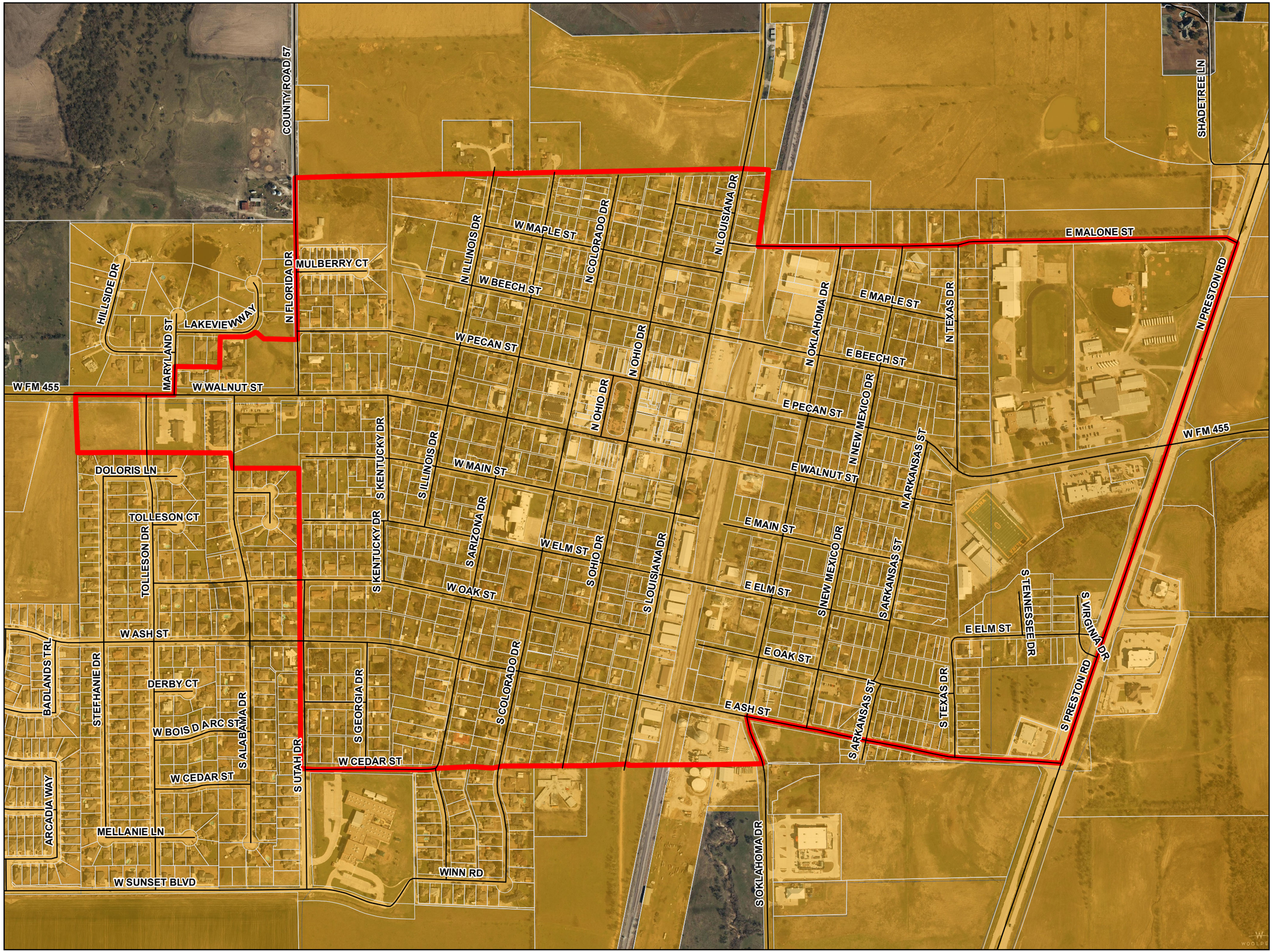
Background:
In January 2019, the City of Celina adopted the Downtown Master Plan, which shared a 20+ year vision for the future of downtown. One of the many implementation steps includes correcting the regulatory framework of downtown so that the vision, as outlined in the Downtown Master Plan, can be realized.

This item is for rezoning the land - from several downtown zoning districts (2F, C1, C2, CF, HD, I-1, MF-2, OT-R, SF-15, and PD zoning districts) to the Downtown Code (DTC) zoning district.

Supporting Documents:
- Location Map

Staff Recommendation:
NA

Downtown Zoning Notices Location Map



Legend

- Roads
- Downtown Boundar
- Parcels
- City Limits

N
W E
S

0 200 400 800 Feet

Date: 1/6/2021

CELINA TEXAS

Life C

Attachment: Location Map (Downtown Code)