

Commissioners Court

**Meeting Date:** 06/03/2008

**Submitted For:** Jon Kleinheksel

**Submitted By:** Melissa Kresler, Public Works

**Department:** Public Works

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**Information**

**Description of Agenda**

Public Works has received a written request to abandon a portion of County Road 51, within the E.T.J. of the City of Celina and within the boundary of Collin County Municipal Utility District No. 1.

**Purchasing Department Action**

No action by Purchasing.

**Finance Department Action**

No action by B&F.

**Auditor's Office Action**

N/A.

**Commissioners Court**

Abandonment of a portion of County Road 51, within the E.T.J. of the City of Celina and within the boundary of Collin County Municipal Utility District No. 1, Public Works.

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**Attachments**

Court Order

Memo

Letter

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THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Abandon a portion of County Road 51 – Public Works

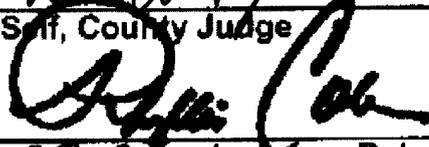
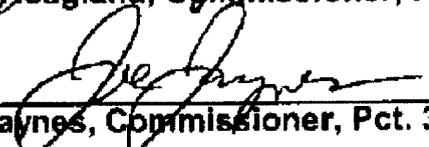
On June 3, 2008, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell

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

During such session the court considered a request from the Director of Public Works for approval to abandon a portion of County Road 51.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to abandon a portion of County Road 51, within the E.T.J. of the City of Celina and within the boundary of Collin County Municipal Utility District No. 1. Same is hereby approved in accordance with the attached documentation.

  
\_\_\_\_\_  
Keith Self, County Judge  
  
\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1  
  
\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2  
  
\_\_\_\_\_  
Joe Jaynes, Commissioner, Pct. 3  
  
\_\_\_\_\_  
Jack Hatchell, Commissioner, Pct. 4



ATTEST:

  
\_\_\_\_\_  
Stacey Kemp, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S



# COLLIN COUNTY

Public Works Department  
700 A. Wilmeth Road  
McKinney, Texas 75069  
[www.collincountytx.gov](http://www.collincountytx.gov)  
972-548-3700 (Phone)  
972-548-3754 (Fax)

Date: March 12, 2008  
To: Judge Self and Commissioners Court  
From: Jon Kleinheksel, Director of Public Works *JK*  
Re: Abandonment of CR 51

Public Works has received a written request to abandon a portion of County Road 51, within the E.T.J. of the City of Celina and within the boundary of Collin County Municipal Utility District No. 1.

Forestar/RPG Land Company, LLC, in conjunction with CC Municipal Utility District No. 1 is developing single-family residential neighborhoods with associated utility and roadway improvements.

The request for CR 51 abandonment is the portion of CR 51 which is entirely within the property limits of Forestar/RPG Land Company, LLC. The remaining portions of CR 51 will be connected into a new roadway system so through access is not permanently abridged.

The new roadways constructed will be public streets within dedicated public right-of-way. New roadways will be built to City of Celina and Collin County subdivision standards.

There will be no impact to the resident of CR51, and all notifications will be made prior to road abandonment. Proper protocol has been followed and all documentation and signatures have been verified with the County Clerk's office.

Should you have additional questions or concerns, please contact me and I will respond accordingly.

April 10, 2008

Collin County Public Works  
Jon Kleinheksel, Director  
700A Wilmeth Road  
McKinney, Texas 75069

**RE: Modified Request for County Road Abandonment  
Light Farms in Celina, Texas**

Dear Mr. Kleinheksel:

Huitt-Zollars, Inc., on behalf of Forestar/RPG Land Company, LLC., hereby submits a modified request to abandon a portion of County Road 51 within the E.T.J. of the City of Celina and within the boundary of Collin County Municipal Utility District No. 1. Please reference my previous letter dated February 29, 2008.

Forestar/RPG Land Company, LLC, in conjunction with Collin County Municipal Utility District No.1, is developing single family residential neighborhoods with associated utility and roadway improvements. We are at this time requesting Collin County abandon the portion of County Road 51 which is entirely within the property owned by Forestar/RPG Land Company, LLC and Collin County Municipal Utility District No. 1. The remaining portions of County Road 51 will be connected into a new roadway system being developed so through access will not be permanently abridged. New roadways constructed will be public streets within dedicated public right-of-way. New roadways will be built to City of Celina and Collin County subdivision standards.

We have previously provided three executed copies each of a notice and petition requesting abandonment. If you have any questions or if we can provide any additional information please let me know.

Sincerely,

**HUITT-ZOLLARS, INC.**



Kevin N. Carlson, PE  
Vice President

Cc: Mark Wagner, Republic Property Group

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██████████

**Commissioners Court**

**Meeting Date:** 02/08/2010

Re-designation of the section of County Road 51 south of Light Farms Way as Prairie Crossing

**Submitted By:** Ramona Luster, GIS/Rural  
Addressing

**Department:** GIS/Rural Addressing

**Request Type:** CONSENT

**Agenda Area:** Miscellaneous

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**Information**

**Department Action**

Re-designation of the section of County Road 51 south of Light Farms Way as Prairie Crossing (this section is now cut off from the rest of CR 51 by the Light Farms development).

**Purchasing Department Action**

No action by Purchasing.

**Finance Department Action**

No action by Budget & Finance.

**Auditor's Office Action**

No action necessary by auditor.

**Commissioners Court**

Re-designation of a portion of County Road 51 between Light Farms Way and W Frontier Parkway to Prairie Crossing (with address updates), GIS/Rural Addressing.

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**Attachments**

[Draft Court Order](#)

[CR51-ReqMemo](#)

[CR51-Req-Map](#)

[CityCelina-RdOrd](#)

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THE STATE OF TEXAS

COUNTY OF COLLIN

**Subject: Rename, Portion of County Road 51 – GIS/Rural Addressing**

On **February 8, 2010**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self  
Matt Shaheen  
Jerry Hoagland  
Joe Jaynes  
Kathy Ward**

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

During such session the court considered a request for approval to rename a county road.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to accept the renaming of a portion of County Road 51 between Light Farms Way and W Frontier Parkway to Prairie Crossing (Map Page 13B1 and 14B2) and associated rural address updates. Same is hereby approved in accordance with the attached documentation.

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**Keith Self, County Judge**

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**Matt Shaheen, Commissioner, Pct. 1**

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**Jerry Hoagland, Commissioner, Pct. 2**

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**Joe Jaynes, Commissioner, Pct. 3**

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**Kathy Ward, Commissioner, Pct. 4**

**ATTEST:**

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**Stacey Kemp, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S**



# COLLIN COUNTY

GIS / Rural Addressing Office  
2300 Bloomdale Rd,  
Suite 3198  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

**To:** County Judge Keith Self  
Commissioner Matt Shaheen  
Commissioner Jerry Hoagland  
Commissioner Joe Jaynes  
Commissioner Kathy Ward

**From:** Ramona Luster, GIS \ 9-1-1 Addressing Coordinator

**Date:** February 8, 2010

**Re:** Re-designation of the portion of County Road 51 between Light Farms Way and W Frontier Pkwy as Prairie Crossing, with address updates.

Pursuant to the Collin County Addressing Policy, Court Order No. 2002-247-04-08 Section A-3, the abandonment of a section of County Road 51 has created a duplication of road names. The City of Celina has approved the name Prairie Crossing for the section included in the Light Farms development. The property owners have been informed, and I respectfully request the following County Road re-designation and associated rural address updates be approved by Commissioners' Court for the southern cutoff portion of County Road 51, to preserve the sequence of 9-1-1 addressing:

Change	3094 County Road 51	to	4500 Prairie Crossing
	3020 County Road 51	to	4520 Prairie Crossing

Maps 13B1 and 14B2.

If you have any questions regarding this matter please call me at extension 4797.

cc:	Jon Kleinheksel	Tammi Koch	Cindy Eastham	Regina Ramon
	James Lorance	Debbie Rutledge	Tuesday Stephens	Stacy Moody
	Carla Weiss	Caren Skipworth	Steve Deffibaugh	Maria Lemonds
	Gary Enna	Misty Brown	Monica Love	Jim Rizzo
	Mike McClatchy	Barbara Woody	Tim Nolan	Sandy Braswell
				Samantha Duncan

Attachments

RL

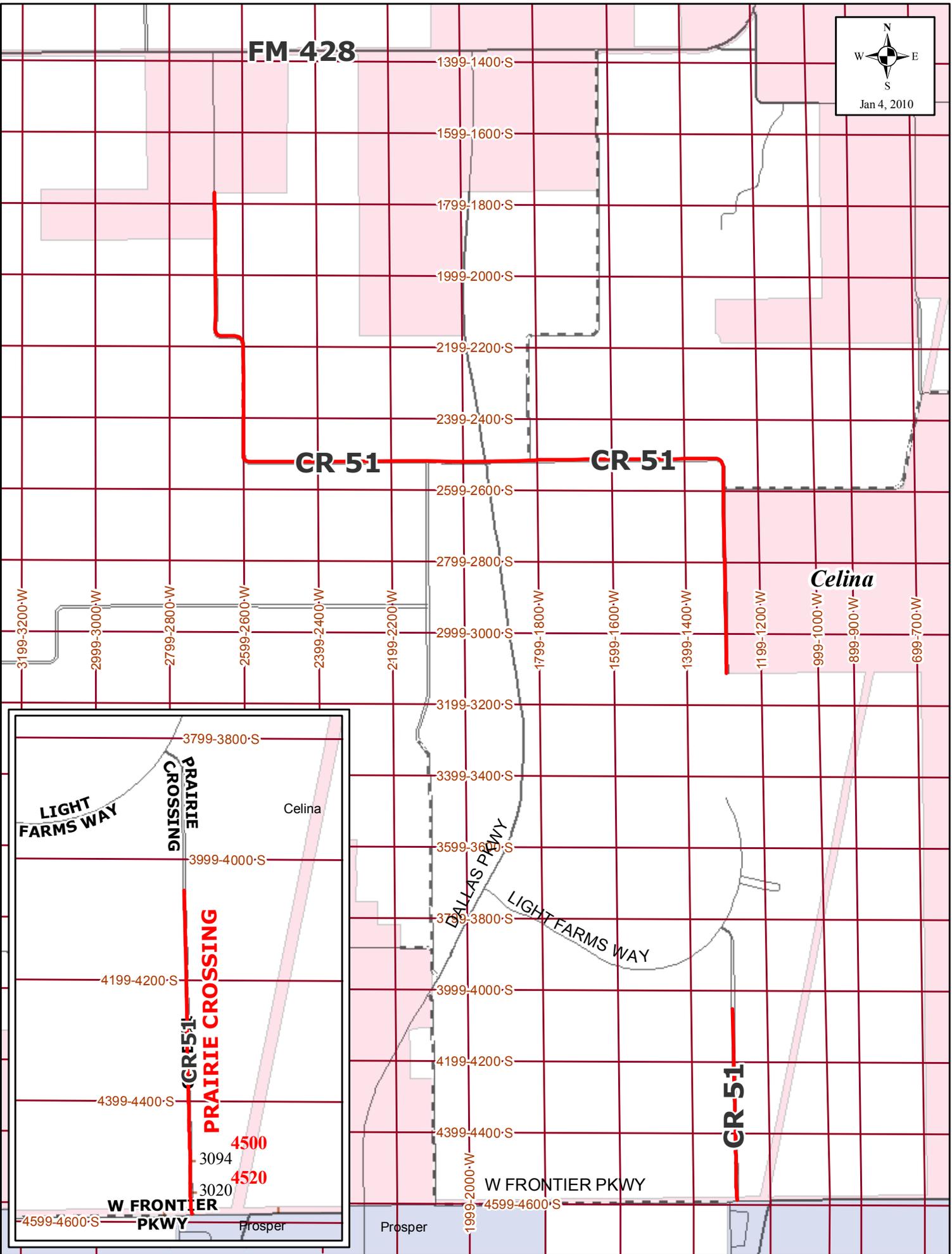
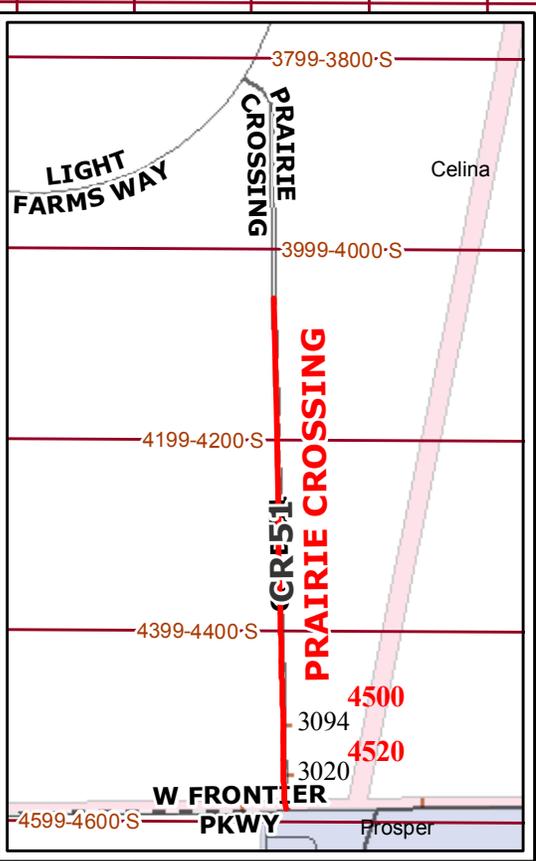


**FM 428**

**CR 51**

**CR 51**

*Celina*





**CITY COUNCIL WORKSESSION, PUBLIC HEARING,  
& REGULAR MEETING  
CITY HALL COUNCIL CHAMBERS  
302 W. WALNUT ST., CELINA, TEXAS  
MONDAY, MARCH 09, 2009  
5:00 P.M. Regular Session/Worksession/6:30 Public Hearing**

**MINUTES**

**REGULAR SESSION**

**I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:**

Mayor Jim Lewis called the meeting to order at 5:05 p.m. Council members present were Sean Terry, Todd McCally, Dewey Isham, Dick Smith and Brad Glendening. Councilman Wayne Nabors arrived at 6:40 p.m.

**II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:**

A. Monthly Police Dept Report, Monthly Public Works Dept Report, Monthly Fire Dept Report, Monthly Financial Report, Monthly Development Report, Monthly Main Street Report, Introduce New Librarian and all agenda items

Auditor Tommy Nelson with Scott, Singleton and Fincher presented the 2008 audit. Linda Shaw was introduced at the new Library Manager.

B. Discussion regarding smoking ban ordinance.

General discussion took place regarding interest in a smoking ban for public buildings.

C. Discussion regarding vehicle parking on sidewalks.

General discussion took place regarding vehicles blocking sidewalks in residential neighborhoods.

D. Discussion regarding scheduling of 2009 annual worksession

A tentative date of April 24<sup>th</sup> and April 25<sup>th</sup> was proposed for the annual worksession.

Council came out of open session and went into executive session with City Attorney Lance Vanzant at 6:05 p.m.

**III. EXECUTIVE SESSION:**

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

A. Economic Development Agreement regarding relocation of corporate campus.

**RECONVENE INTO OPEN SESSION**

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

Council came out of executive session and went into open session at 6:40 p.m. No action was taken on items discussed in executive session.

**PUBLIC HEARING/ACTION ITEMS 6:30 p.m.**

**IV. PLEDGES OF ALLEGIANCE/INVOCATION:**

Councilman Dewey Isham led the pledge of allegiance. Councilman Wayne Nabors gave the invocation.

**V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:** Recognize Fire/EMS

Mayor Jim Lewis presented Certificates of Recognition to Kyle Mills, Keith Brumfield, Marty Elliott, Ben Jackson, Jed Carson, Johnny Smith and John Brown for outstanding service during a medical emergency

**VI. OPEN FORUM:**

No comment received.

**VII. CONSENT AGENDA:**

A. Minute Approval- 02/16/09, 02/23/09

B. Consider and act upon a resolution of the City of Celina supporting the designation of State Highway 289 as the "Preston Trail Highway"; finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.

Dick Smith moved to accept the consent agenda. Dewey Isham seconded. Motion carried. 6-yes;0-no.

**VIII. PUBLIC HEARING:**

A. The Celina City Council will conduct a public hearing to consider testimony regarding a petition for annexation of 41.07 acres of land in Collin County received from Old Celina, Ltd., located on FM 428.

Sissy Miller asked "What bigger picture is the property a part of?" Planning Director Keith Billick answered that this piece will be joined with a larger tract for a future planned development.

B. The Celina City Council will conduct a public hearing to consider testimony regarding a petition for annexation of 331.96 acres of land in Collin County received from Ownsby 1880 Farms, Ltd., located on SH 289.

No comment received.

**IX. ACTION ITEMS:**

A. Consider and act upon acceptance of FY 2008 Audit.

Wayne Nabors moved to accept the 2008 fiscal audit. Todd McCally seconded. Motion carried. 6-yes;0-no.

**B. Consider and act upon renaming a portion of County Road 51 between Frontier Parkway and Light Farms Way.**

**Planning Director Keith Billick presented the proposed name as Prairie Crossing. Dewey Isham moved to approve the renaming of a portion of CR 51 as presented. Brad Glendening seconded. Motion carried. 6-yes;0-no.**

C. Consider and act upon approval of a developer's agreement by and between the City of Celina and Merritt Farm Partnership.

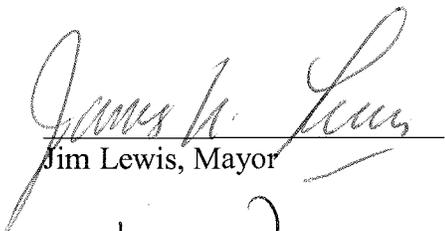
No action.

D. Consider and act upon approval of a second addendum to the Full and Final Settlement Agreement by and between the City of Celina and Marilee Special Utility District (Formerly Gunter Rural Water Supply Corporation and Gunter Special Utility District) and authorize the mayor to execute the addendum.

Todd McCally moved to authorize the mayor to execute a second addendum to the Full and Final Settlement Agreement. Dick Smith seconded. Motion carried. 6-yes;0-no.

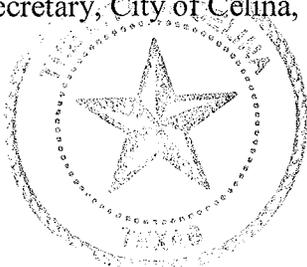
The meeting adjourned at 7:57 p.m.

**X. ADJOURNMENT:**

  
\_\_\_\_\_  
Jim Lewis, Mayor

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

04/13/09  
\_\_\_\_\_  
Date Minutes Approved



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**Commissioners Court**

**Meeting Date:** 02/15/2010

Re-designation of the section of County Road 51 south of Light Farms Way as Prairie Crossing

**Submitted For:** Georgia Shepherd, Administrative Services

**Submitted By:** Georgia Shepherd, Administrative Services

**Department:** Administrative Services

**Request Type:** CONSENT

**Agenda Area:** Miscellaneous

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**Information**

**Department Action**

Re-designation of the section of County Road 51 south of Light Farms Way as Prairie Crossing (this section is now cut off from the rest of CR 51 by the Light Farms development). Approved by City of Celina Council, attached are minutes reflecting the approval.

The Collin County Address Policy (CO 2002-247-04-08) prohibits duplication of road names. In this case the construction of Light Farms Way separated 2 sections of CR 51.

The City of Celina approves developments in their ETJ, including new road names. The Rural Addressing office chose to rename the smaller section to affect fewer people. The city of Celina had already planned the future road name – the former CR 51 roadway was re-aligned to intersect Light Farms Way.

**Purchasing Department Action**

No action by Purchasing.

**Finance Department Action**

No action by Budget & Finance.

**Auditor's Office Action**

No action necessary by auditor.

**Commissioners Court**

Re-designation of a portion of County Road 51 between Light Farms Way and W Frontier Parkway to Prairie Crossing (with address updates), GIS/Rural Addressing.

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**Attachments**

Court Order

CR51-ReqMemo

CR51-Req-Map

CityCelina-RdOrd

Policy\_RoadName-Address\_Summary

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THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Rename, Portion of County Road 51 – GIS/Rural Addressing

On February 15, 2010, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

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Matt Shaheen  
Jerry Hoagland  
Joe Jaynes  
Kathy Ward

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Jerry Hoagland, Commissioner, Pct. 2

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ATTEST:

  
Stacey Kemp, Ex-Officio Clerk  
Commissioners' Court  
Collin County, TEXAS



# COLLIN COUNTY

GIS / Rural Addressing Office  
2300 Bloomdale Rd,  
Suite 3198  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

**To:** County Judge Keith Self  
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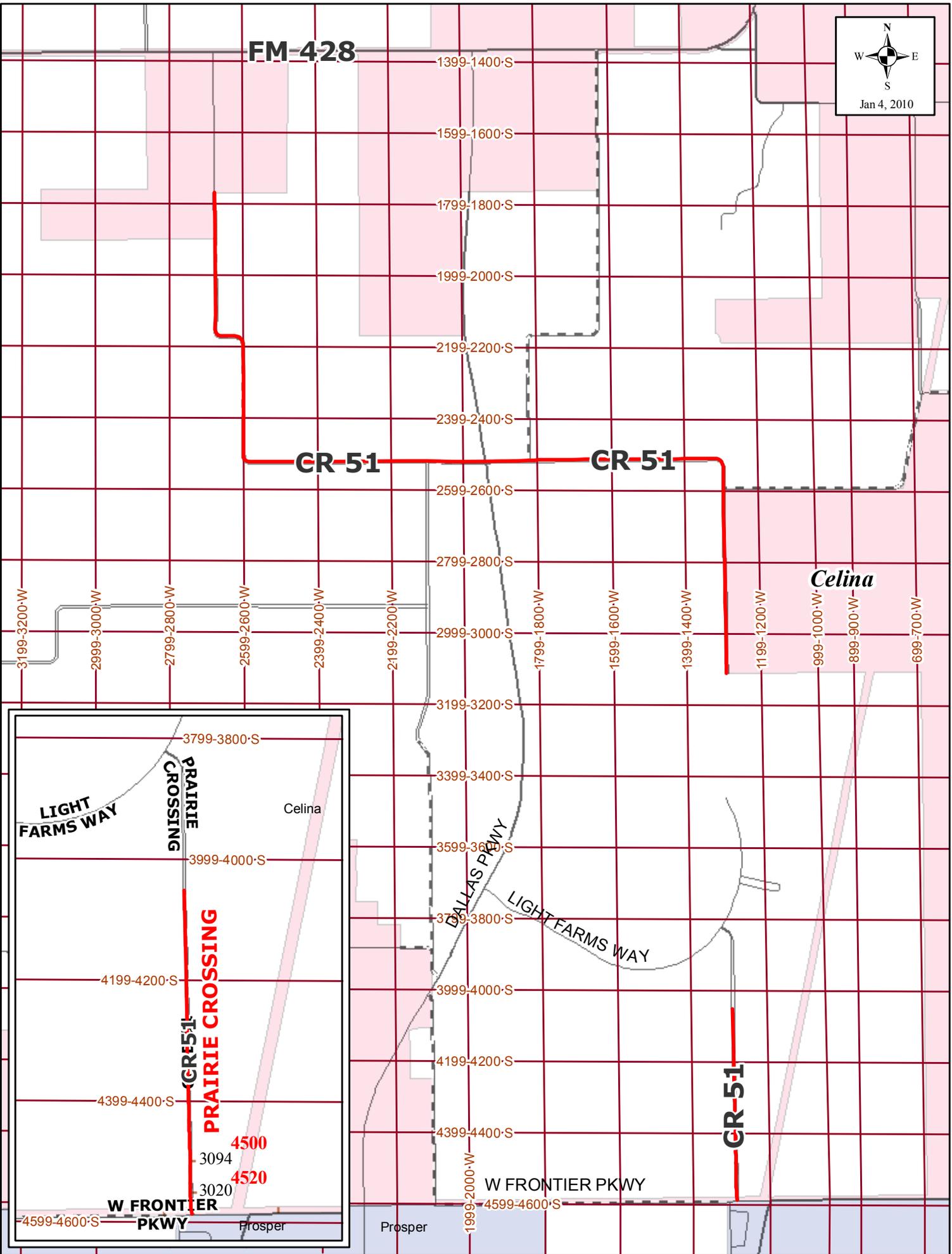
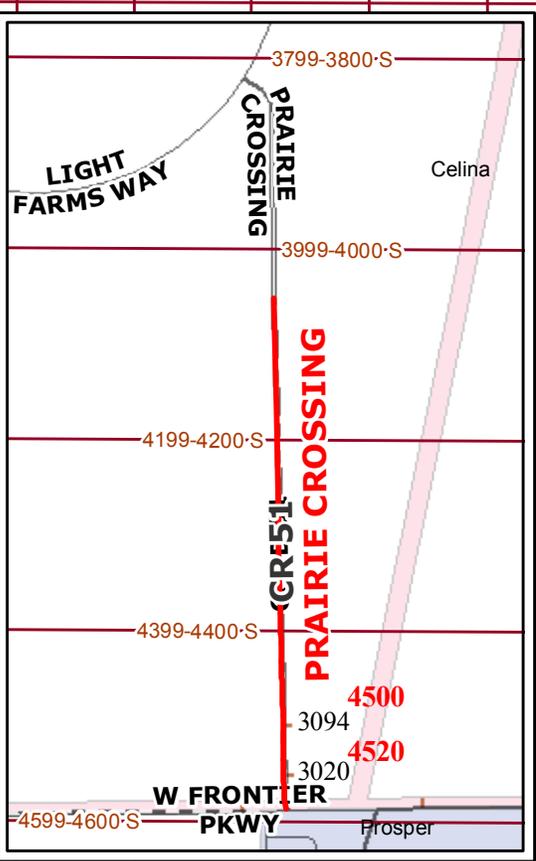


**FM 428**

**CR 51**

**CR 51**

*Celina*





**CITY COUNCIL WORKSESSION, PUBLIC HEARING,  
& REGULAR MEETING  
CITY HALL COUNCIL CHAMBERS  
302 W. WALNUT ST., CELINA, TEXAS  
MONDAY, MARCH 09, 2009  
5:00 P.M. Regular Session/Worksession/6:30 Public Hearing**

**MINUTES**

**REGULAR SESSION**

**I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:**

Mayor Jim Lewis called the meeting to order at 5:05 p.m. Council members present were Sean Terry, Todd McCally, Dewey Isham, Dick Smith and Brad Glendening. Councilman Wayne Nabors arrived at 6:40 p.m.

**II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:**

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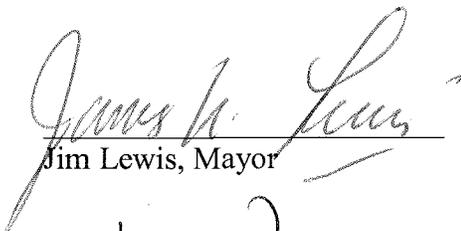
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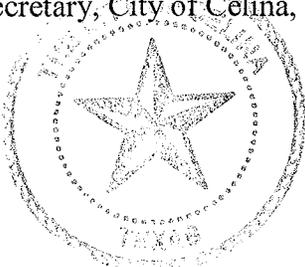
The meeting adjourned at 7:57 p.m.

**X. ADJOURNMENT:**

  
Jim Lewis, Mayor

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

04/13/09  
Date Minutes Approved



**Collin County Commissioners' Court Orders pertaining to road naming:**

**82-15-1-4** Special Session – White, Thornton, Hoagland, Webb, and May

“... the assignment of reference numbers to the county roads would provide convenient reference to specific sections of road and thus allow county officials to more efficiently oversee the county road system;

“... the number assigned each county road in ... the Collin County Road Plan and Traffic study ... submitted to Collin County in 1979, be adopted as reference numbers.

“... these reference numbers are not to replace the historical names of county roads, but are adopted merely for the convenience of the public and to provide secondary information through a universal system of designation.”

**82-27-1-12** Executive Open Session – White, Thornton, Hoagland, Webb, and May

5. Motion [passed] to adopt County road numbering system in accordance with the recommendation of Clarence Daugherty, Director of Public Works (Collin County Road Plan and Traffic study, Vols. I-IV).

**83-599-10-3** Special Session – Roberts, Thornton, Hoagland, Webb, and May

“... consideration of a request from the Director of Public Works Department concerning the designation of subdivision roads.

“... all County roads be designated by a number as adopted by Commissioners' Court. This includes County roads in subdivisions... a street name sign can be installed or retained as long as its location does not conflict with the official County road number sign or any regulatory sign. Collin County will not maintain any sign other than the official road number sign. ”

**COURT ORDERS NO. 93-808-07-12, 2002-247-04-08, and 2002-974-11-25**

**COLLIN COUNTY ROAD DESIGNATION POLICIES**

**A. COUNTY MAINTAINED ROADS**

All Collin County maintained roads shall be designated with a County Road number or name approved by the Collin County Commissioners' Court.

**1. ROADS NOT IN PLATTED AND RECORDED SUBDIVISIONS:**

All roads maintained by Collin County which are not in a platted and recorded subdivision approved by the Collin County Commissioners' Court shall be designated by the existing County Road number assigned by the Collin County Department of Public Works and the Collin County Commissioners' Court.

- a. A written address notification shall be mailed to residents using existing road number designation. The address notification shall inform the residents of a thirty (30) day time period from date of notification of the right to have the designation changed to a **name** by submitting a petition and plat in accordance with the Collin County Subdivision Regulations.
- b. If no petition is received from residents within the thirty (30) day time period the assigned address and County road number shall become the official address.
- c. Residents desiring to petition to plat and name road may contact the Collin County 9-1-1 Rural Addressing Office to obtain plat and road name petition form and current list of assigned road names.
- d. Residents submitting a plat and road name petition shall be required to have the signatures of 100% of the property owners fronting the County road. The new road name may not duplicate an existing assigned one.
- e. Residents responding with petition to plat and name road shall make application and submit subdivision plat to Department of Public Works within ninety (90) days from submission date of petition.

f. Upon approval of subdivision plat with new road name by Collin County Commissioners' Court the Collin County 9-1-1 Rural Addressing Office shall mail written address notifications to the residents using the new road name designation.

**2. ROADS IN PLATTED AND RECORDED SUBDIVISIONS:**

All roads in platted and recorded subdivisions approved by the Collin County Commissioners' Court shall be designated with the platted road name. A written address notification shall be mailed to residents using the road name designated on the plat.

**3. ROADS THAT EXTEND IN OR OUT OF MUNICIPALITIES:**

All Collin County maintained roads that extend in or out of a municipal incorporated area shall be designated by the assigned municipal street name.

**4. SIGNS:**

All road signs on County-maintained roads in the unincorporated areas shall be installed and maintained by the Collin County Department of Public Works.

**5. ALL COUNTY MAINTAINED ROADS:**

All county maintained roads shall be named in accordance with Section A. of the Collin County Addressing Policy.

**6. COUNTY ROAD DESIGNATION CHANGES:**

- a. The department responsible for addressing shall recommend road name changes as necessary to facilitate and/or correct emergency response.
- b. Upon approval by the Collin County Commissioner's Court, the department responsible for road maintenance shall implement the road sign changes.
- c. These two aforementioned departments shall coordinate the road sign and addressing changes.

**B. PRIVATE ROADS**

All private roads not maintained by Collin County with two or more residences on a private road shall be designated by Collin County. Private Roads that have a name that is displayed on a road sign will be designated with that road name. Private Roads that are not already named with road signs will be designated by a private road number assigned by Collin County.

- a. A written address notification shall be mailed to residents using a private road number designation. The address notification shall inform the residents of a thirty (30) day time period from date of notification of the right to petition for a road name change.
- b. If no petition is received from residents within the thirty (30) day time period the assigned address and private road designation shall be submitted to the Collin County Commissioners' Court for approval. Upon approval this shall become the official address.
- c. Residents desiring to change the road designation may contact the Collin County 9-1-1 Rural Addressing Office to obtain road name change petition form and current list of assigned road names.
- d. Residents submitting a road name change petition shall be required to have the signatures of at least two thirds (2/3) of the property owners fronting the road with the requested name change. The new road name may not duplicate an existing assigned road name. The petition shall be submitted to the Collin County Com-missioners' Court for their consideration by the Collin County 9-1-1 Rural Addressing Office.
- e. Upon approval of road name change petition by Collin County Commissioners' Court the Collin County 9-1-1 Rural Addressing Office shall mail written address notifications to the residents using the new road name designation.

All road signs shall meet the Collin County Department of Public Works specifications and be installed and maintained at the expense of the residences adjoining the private road.

## **COLLIN COUNTY ADDRESSING POLICY**

Addresses assigned by the County Addressing department shall be compliant with the rules and guidelines set forth by the National Emergency Number Association (NENA) and the Commission on State Emergency Communications (CSEC):

**A. ROAD DESIGNATION:**

County or rural private roads shall have only one designation, either a County-assigned number or a County-approved name.

**B. ADDRESS ASSIGNMENT:**

1. Address numbers shall be even on only one side of a road and odd on the other side.
2. Address numbers shall be whole numbers, in consistent sequence along the entire road.
3. Address numbers shall not include alphabetic designations for individual, stand-alone structures.

**C. ADDRESS CHANGE:**

Address changes will be placed on Commissioners' Court agenda for approval, and the affected residents will be notified of the agenda request date.

**Commissioners Court**

**Meeting Date:** 01/28/2013

CR 51 Reconstruction Agreement with Light Farms MUD

**Submitted For:** Jon Kleinheksel

**Submitted By:** Tammi Koch

**Department:** Public Works

**Request Type:** CONSENT

**Agenda Area:** Agreement

**Information**

**Department Action**

Public Works requests Commissioners' Court approval of Light Farms MUD ILA to improve CR 51 within the agreed upon boundaries.

**Purchasing Department Action**

Requests Commissioners' Court consideration and any action regarding approval of an Interlocal Agreement between Collin County Municipal Utility District No. 1 (Light Farms MUD) and Collin County for the construction, maintenance, repair and financing of County Road 51; further authorize the County Judge to execute same. md

**HR and/or IT Action**

**Budget Department Action**

No fiscal impact to the County, no action by B&F.

**Auditor's Office Action**

No action required by Auditor.

**Commissioners Court**

Interlocal Agreement with the Collin County Municipal Utility District No. 1 to provide for the construction, maintenance, repair and financing of County Road 51 by the District and further authorize the County Judge to finalize and execute same, Public Works.

**Budget Information**

*Information about available funds*

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

**Account Code(s) for Available Funds**

1: NA

**Fund Transfers**

**Remarks:**

**Attachments**

Court Order

THE STATE OF TEXAS

COUNTY OF COLLIN

**Subject: Interlocal Agreement, Municipal Utility District No. 1 – Public Works**

On **January 28, 2013**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self  
Matt Shaheen  
Cheryl Williams  
Chris Hill  
Duncan Webb**

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

During such session the court considered approval of an Interlocal Agreement with the Collin County Municipal Utility District No. 1.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Agreement with the Collin County Municipal Utility District No. 1 to provide for the construction, maintenance, repair and financing of County Road 51 by the District and further authorize the County Judge to finalize and execute same. Same is hereby approved as per the attached documentation.



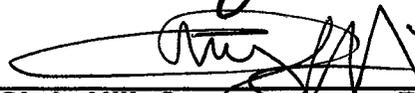
Keith Self, County Judge



Matt Shaheen, Commissioner, Pct. 1



Cheryl Williams, Commissioner, Pct. 2

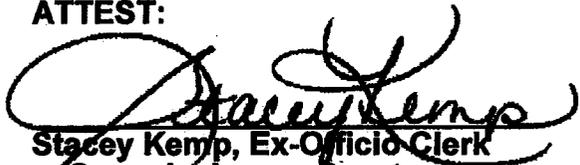


Chris Hill, Commissioner, Pct. 3



Duncan Webb, Commissioner, Pct. 4

ATTEST:



Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, T E X A S



# COLLIN COUNTY

Public Works Department  
700 A. Wilmeth Road  
McKinney, Texas 75069  
www.collincountytx.gov  
972-548-3700 (Phone)  
972-548-3754 (Fax)

Date: January 14, 2013  
To: Judge Self and Commissioners' Court  
From: Jon Kleinheksel, Director of Public Works *JK*  
Re: CR51 Reconstruction agreement with Light Farms MUD

The Republic Property Group recently launched construction of Light Farms, an 806-acre master-planned community in Celina's extraterritorial jurisdiction. The new development is situated between CR50 and CR51, north of Frontier Pkwy. and will bring 2,700 homes to the area in the next decade.

Since convenient roadway access is paramount to any successful housing development, RPG is anxious to realize specific improvements to the surrounding infrastructure. In particular, they prefer converting CR51 to a multi-lane concrete and curb roadway south of the project site.

To this end, RPG began collaborating with Collin County officials through their newly formed governmental entity, the Collin County Municipal Utility District No. 1 hereafter referred to as Light Farms MUD. After several meetings and negotiations, Collin County and Light Farms MUD officials drafted an ILA according authority for Light Farms MUD to finance, construct and maintain improvements to CR51. Please see attached for project boundaries. Consequently, Collin County is absolved of all responsibility regarding CR51 within the project limits.

County officials believe these improvements represent a tangible benefit to the community which could induce more development in the area. As a result, Public Works supports this course of action.

Public Works requests Commissioners' Court's approval of the Light Farms MUD ILA to improve CR51 within the agreed upon boundaries. If you have any questions, please do not hesitate to contact me and I will respond accordingly.

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement ("Agreement"), is made and entered into pursuant to the Interlocal Corporation Act (the "Act"), Chapter 791 of the Texas Government Code and Section 251.012 of the Texas Transportation Code, between **Collin County, Texas** ("County") a body corporate and politic, acting by and through its Commissioners Court and the **Collin County Municipal Utility District No. 1** ("District") a special district acting by and through its Board of Directors.

**WHEREAS**, County is a local government as defined by the Act, and as such is lawfully permitted to enter into an interlocal agreement;

**WHEREAS**, District is a local government as defined by the Act, and as such is lawfully permitted to enter into an interlocal agreement;

**WHEREAS**, County desires District's assistance in performing certain governmental functions and services;

**WHEREAS**, District desires to assist County in performing certain governmental functions and services.

**THEREFORE**, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

### **I. BASIC TERMS**

1. County, by and through its Commissioners Court, hereby affirmatively finds that Collin County will receive a benefit as the result of this Project.

2. County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

3. County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

4. District, by and through its Board of Directors, hereby affirmatively finds that District is specifically authorized by law to individually and independently construct the Project on its own.

5. County and District agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

6. County and District affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public

and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement

7. Neither County nor District intends for any third party to obtain a right by virtue of this Agreement. District and County agree there shall be no waiver of sovereign immunity by either party as to the other party, and all third parties, with regard to this Agreement, and the Project (defined below) itself.

8. County agrees that District is relying upon County for notice to proceed with this Project, but that District shall not be required to perform this Agreement within any time limit.

9. District and County understand and agree that District is a separate and independent local governmental entity for purposes of this agreement, that no partnership or joint venture is formed or agreed upon, and that at no time will District's employees, agents or assignees be deemed for any purpose to be employees or agents of County. The District represents it stands as an Independent Contractor to the County for purposes of the Texas Transportation Code Section 251.012, regarding any portion of the Project within the municipal limits of the City of Celina. Written approval and consent for that portion of the Project lying within the City from the City of Celina is a prerequisite to the construction of the Project.

## **II. PURPOSE**

The purpose of this Agreement is to provide for the construction, maintenance, repair and financing of County Road 51 by the District, under the terms and conditions set forth in this Agreement. The County shall have no obligation to construct, maintain, repair or finance any portion of that portion of CR 51 described in IV. below.

## **III. TERM**

The term of this Agreement will be from the date of execution by the last party hereto until the City of Celina annexes the Project Site (defined below) or County assumes maintenance responsibility for the Project. Neither party may terminate this Agreement without the other party's prior written consent, within five years of the effective date of this Agreement. Thereafter, if the County determines the road has not been constructed as contemplated herein, or substantial progress made in the construction, the County may, at the County's option, terminate this Agreement whole, or in part with respect to that portion of the Project not completed.

## **IV. PROJECT DESCRIPTION**

The Project ("Project") contemplated by this Agreement is described as the construction and maintenance of County Road 51 located both inside and outside the boundaries of the District which District and County mutually agree need improvement, as described and illustrated on Exhibit "A" attached hereto and incorporated herein by reference.

**V.  
PROJECT LOCATION**

The location for the Project is identified on Exhibit "A" attached hereto and incorporated herein by reference ("Project Site").

**VI.  
SCOPE OF WORK**

**COUNTY'S RESPONSIBILITIES:**

County will allow construction by District in existing County right of way in the area shown in Ex. A. The County has no obligation to acquire new or expand existing right of way for this Project.

**DISTRICT RESPONSIBILITIES:**

District shall construct County Road 51 within the Project Site to the City of Celina street standards. Upon completion of such construction, District will, at its sole expense, be responsible for the maintenance of portions of the Project that are located outside of the City of Celina's corporate limits. District will provide County with proof of insurance coverages, with the County as an "also insured" providing insurance coverage of the same or greater amounts required by the County of road and bridge contractors performing work for the county. Coverage will be maintained by the District for the construction of the Project until the project is complete, and all known claims are resolved.

**VII.  
MISCELLANEOUS**

1. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
2. Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.
3. This Agreement shall be deemed mutually negotiated and drafted, and shall not be construed against the District or the County as the drafting party.
4. It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Effective Date of this Agreement is the date signed by both parties, regardless of which party signs last.

5. To the extent permissible by law, the District will indemnify and hold the County harmless for all actions, or failures to act, of District pursuant to this agreement, including , but not limited to, the design, construction, repair, maintenance and/or operation of the Project. Venue for all purposes is Collin County, Texas.

6. Notices, correspondence, and all other communications shall be addressed as follows:

**If to County:**

Collin County

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

FAX: \_\_\_\_\_

**If to District:**

Collin County Municipal Utility District No. 1

Name: c/o Crawford & Jordan, LLP

Address: 19 Briar Hollow Lane, Suite 245

Houston, Texas 77027

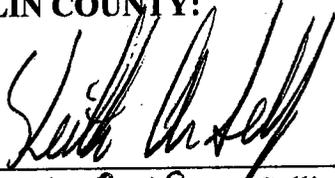
Attn: Clay Crawford

E-mail: [ccrawford@crawlaw.net](mailto:ccrawford@crawlaw.net)

FAX: 713/621-3909

IN WITNESS WHEREOF, the parties have executed Agreement on the dates indicated.

COLLIN COUNTY:



Keith Self, Collin County Judge

4/29/13

Date

ATTEST:



Stacy Kemp, Collin County Clerk

**COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1:**



\_\_\_\_\_  
President, Board of Directors  
Collin County Municipal Utility District No. 1

12/28/2012  
\_\_\_\_\_  
Date

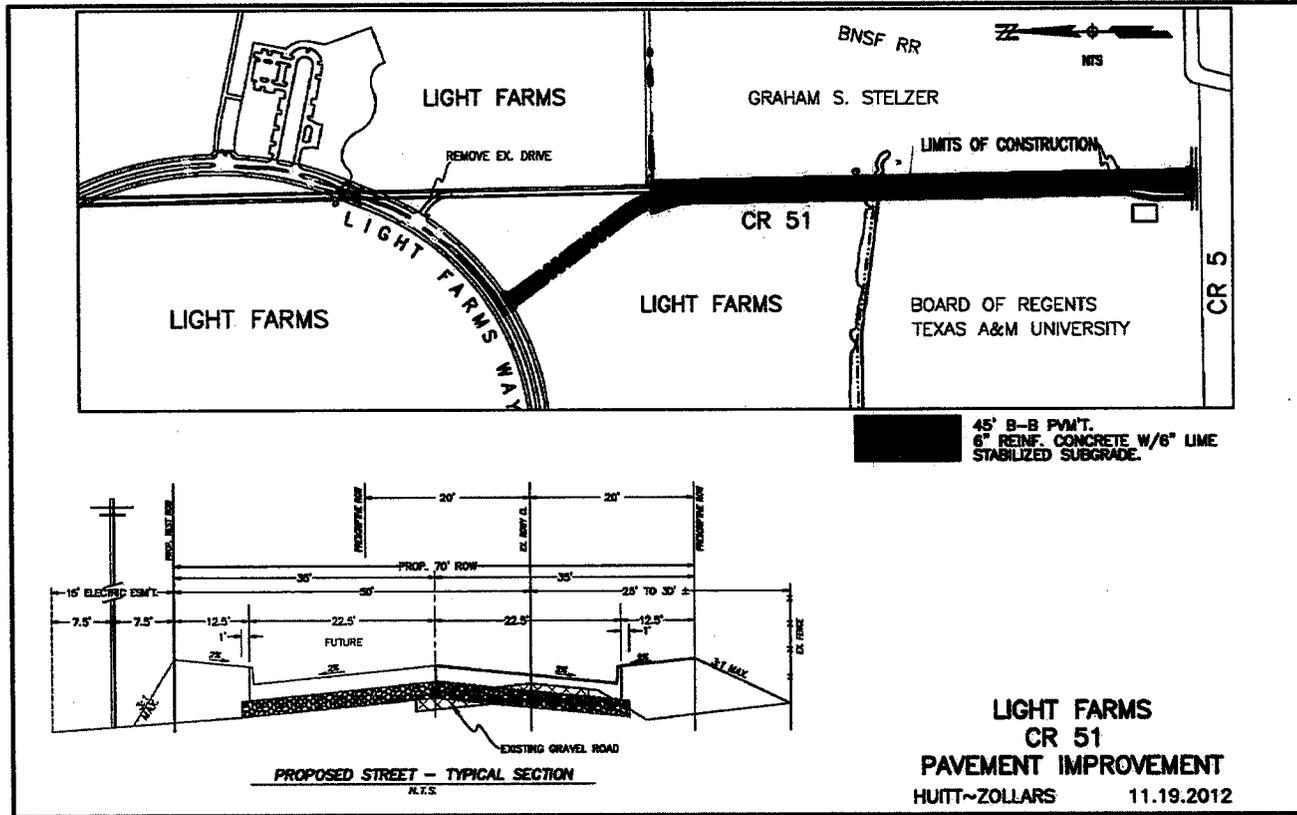
**ATTEST:**



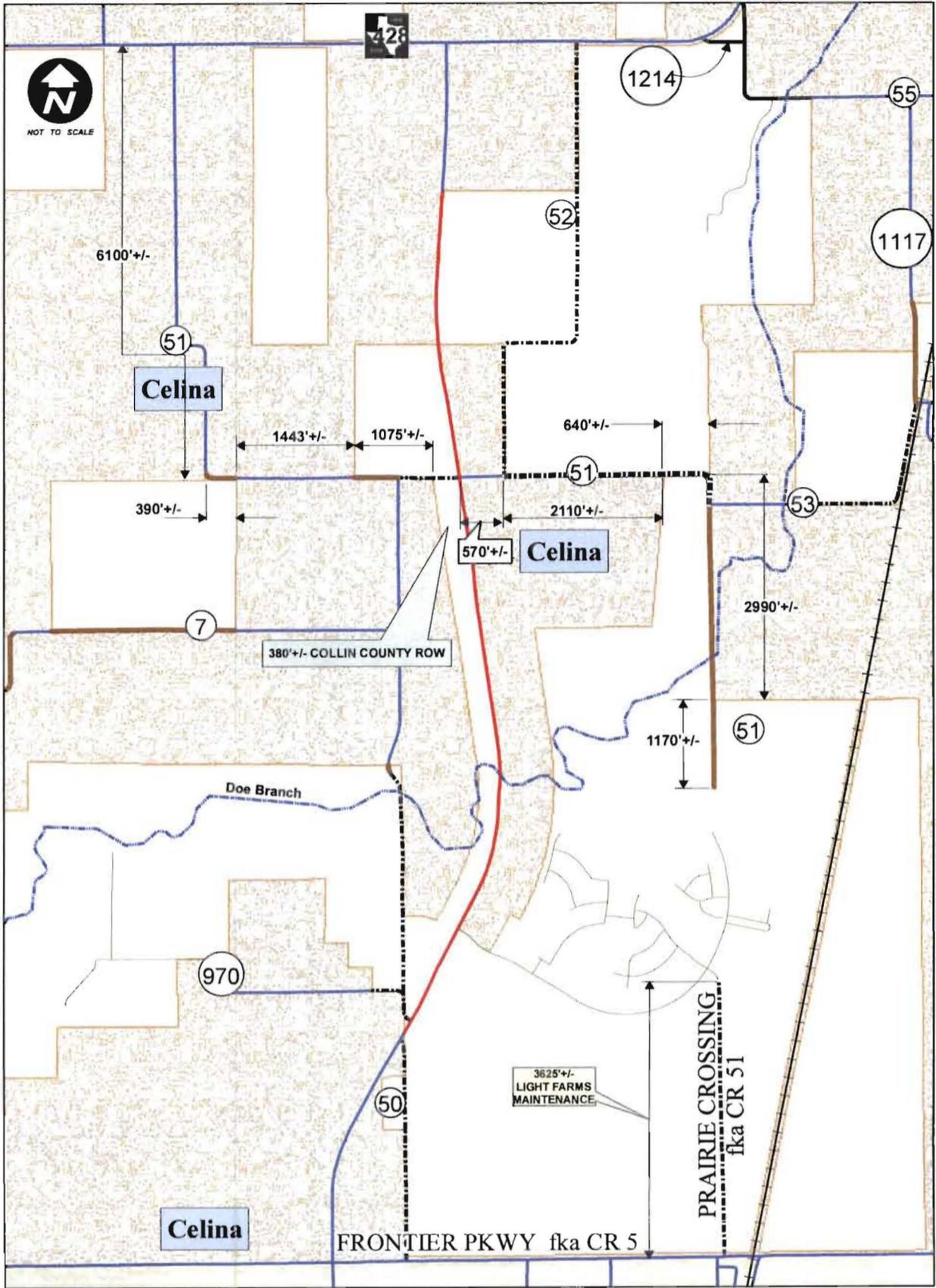
\_\_\_\_\_  
Secretary, Board of Directors  
Collin County Municipal Utility District No. 1

**Exhibit "A"**  
**Project Location and Description**

**Exhibit "A"**  
**Project Location and Description**



\*No additional land outside of Collin Co. ROW req'd



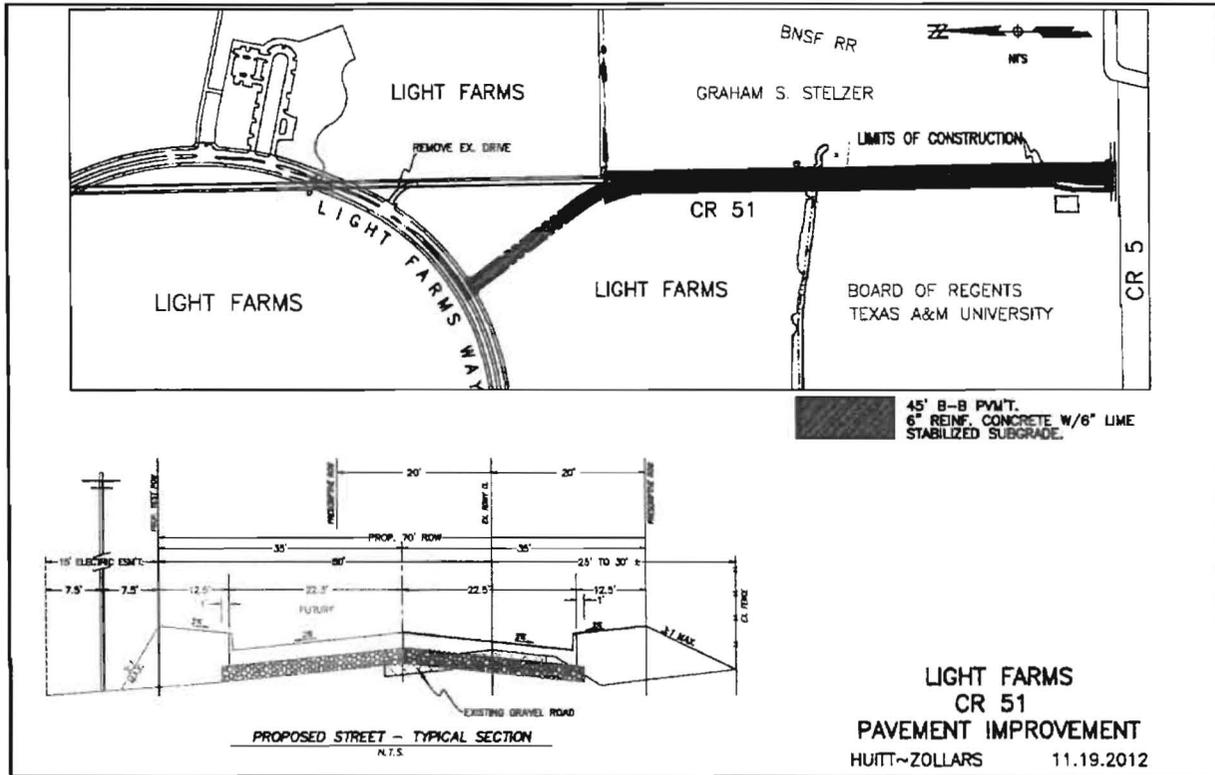
**CR 51 MUTUAL BOUNDARY ROAD 01/11/2013**  
 CITY COST PARTICIPATION ROAD CITY AND COUNTY MAINTENANCE

LEGEND:

CELINA ROAD	
CONCRETE ROAD	
ASPHALT ROAD	
ROCK ROAD	
CELINA CITY LIMITS	

Exhibit "A"  
Project Location and Description

Exhibit "A"  
Project Location and Description



\*No additional land outside of Collin Co. ROW req'd

**Commissioners Court**

**Meeting Date:** 07/22/2013

CR 51 Variance Report

**Submitted For:** Jon Kleinheksel

**Submitted By:** Tammi Koch

**Department:** Public Works

**Request Type:** CONSENT

**Agenda Area:** Miscellaneous

**Information**

**Department Action**

Public Works requests Commissioners Court consideration to facilitate the re-aligned rock road within RPG (Light Farms) boundary, per their request. Once complete, Public Works will relinquish authority over and responsibility for this stretch of CR51 to Republic Property Group as stipulated in negotiated agreement.

**Purchasing Department Action**

No action by Purchasing.

**HR and/or IT Action**

**Budget Department Action**

Unbudgeted project, however budgeted funds available per fiscal impact tab.

**Auditor's Office Action**

Funds available in Road and Bridge Fund.

**Commissioners Court**

Subdivision Regulation variance on CR51 to facilitate the re-aligned road within the Republic Property Group (Light Farms) boundary, Public Works.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Adjustment:**

**Amount Available:** \$67,654.20

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1: 010-7501-680.75-36

**Fund Transfers**

**Remarks:**

**Attachments**

Draft Court Order

Memo

request

THE STATE OF TEXAS

COUNTY OF COLLIN

**Subject: Subdivision Regulation Variance, County Road 51 – Public Works**

On **July 22, 2013**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self  
Matt Shaheen  
Cheryl Williams  
Chris Hill  
Duncan Webb**

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

During such session the court considered a request for approval of Subdivision Regulation variance on CR51.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Subdivision Regulation variance on CR51 to facilitate the re-aligned road within the Republic Property Group (Light Farms) boundary. Same is hereby approved in accordance with the attached documentation.

---

**Keith Self, County Judge**

---

**Matt Shaheen, Commissioner, Pct. 1**

---

**Cheryl Williams, Commissioner, Pct. 2**

---

**Chris Hill, Commissioner, Pct. 3**

---

**Duncan Webb, Commissioner, Pct. 4**

**ATTEST:**

---

**Stacey Kemp, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S**



## COLLIN COUNTY

Public Works Department  
700 A. Wilmeth Road  
McKinney, Texas 75069  
www.collincountytx.gov  
972-548-3700 (Phone)  
972-548-3754 (Fax)

Date: July 9, 2013  
To: Judge Self and Commissioner's Court  
From: Jon Kleinheksel, Director of Public Works *JK*  
Re: CR51 Variance Request

Republic Property Group (RPG) is requesting a variance at their Light Farms development.

First, RPG is requesting a realignment of CR51 which conforms to their community's master plan (map "A" attached).

Second, RPG is requesting a variance from the current Collin County Subdivision regulations to construct the requested re-aligned road to rock as opposed to a chip-seal, asphalt (HMAC) or concrete surface. (Subdivision regulations attached)

Finally, RPG is requesting Public Works to facilitate the re-aligned road within the RPG (Light Farms) boundary. The cost to facilitate the aforementioned all-weather (rock) road is \$67,654.20. (Cost estimate attached)

Once complete, Public Works will relinquish authority over and responsibility for this stretch of CR51 to Republic Property Group as stipulated in negotiated agreement. Republic Property Group has pledged to upgrade the rock surface to concrete when the subdivisions are fully developed in the next 3-7 years.

Should you require additional information, please contact me and I will respond accordingly.

July 2, 2013

Mr. Jon Kleinheksel  
Collin County Public Works Department  
700 A. Wilmeth Road  
McKinney, TX 75069

Dear Jon,

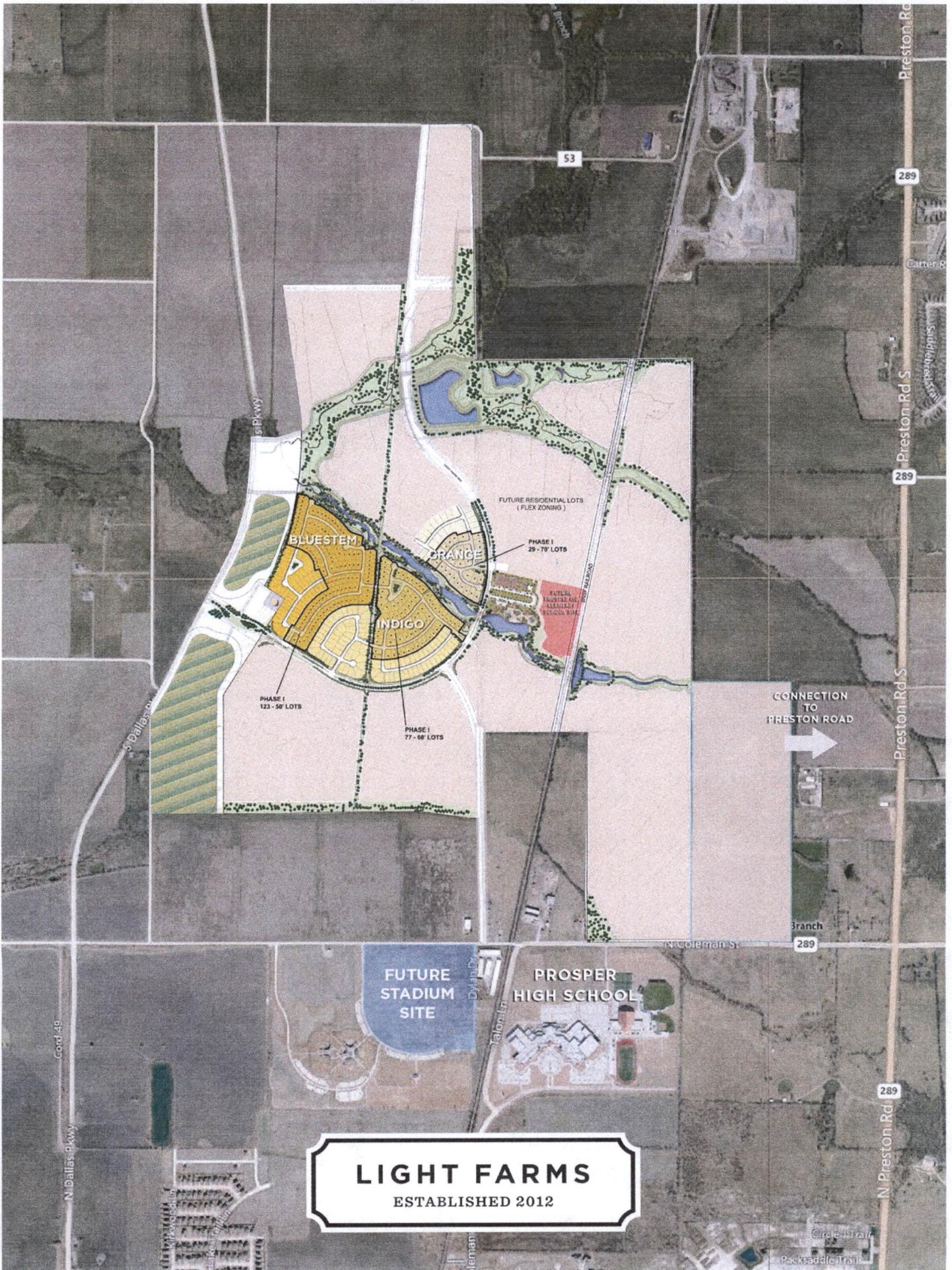
I would like to request a variance from the current Collin County Subdivision Regulations for the approval of the CR 51 improvements identified in the attached Interlocal Agreement (20-foot wide all-weather driving surface with 8" flex base) to the extent such road improvements do not comply with the County's regulations. These improvements meet or exceed the road type currently constructed on this section of CR51. Additionally, this section will be replaced with concrete by the developer when the Light Farms subdivisions are built out. It is anticipated that under existing market conditions this buildout will occur over the next 3 to 7 years. If you have any further questions please contact me at (214) 292-3427 or [truggeri@rpgdallas.com](mailto:truggeri@rpgdallas.com).

Best Regards,



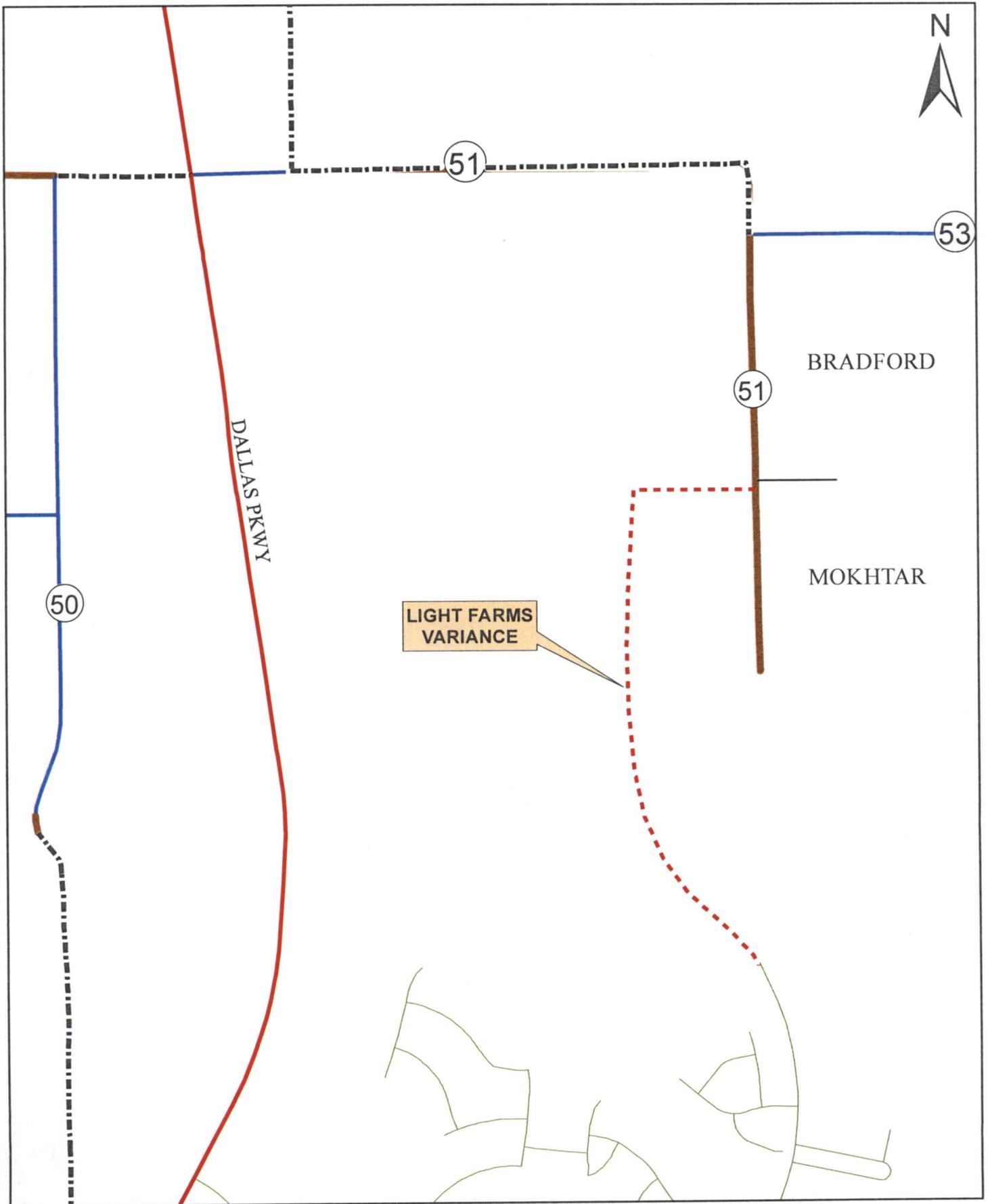
Tony Ruggeri  
President

# MAP "A"



**LIGHT FARMS**  
ESTABLISHED 2012

# Map "A"



## CR 51

**M. APPROVAL BY COMMISSIONERS COURT**

The Department of Engineering shall examine the final plat for compliance with Subdivision Regulations and submit the final plat for Commissioners' Court approval. If Commissioners' Court disapproves the plat, the plat shall be returned to the developer with the reasons for disapproval. If Commissioners' Court approves the plat, the developer has the following options concerning the filing and recording of the final plat with the County Clerk.

**OPTION 1.**

If the developer opts to file and record the final plat prior to completion of construction of the roads in a subdivision, the developer shall provide appropriate financial security which will assure the County that the roads will be constructed in conformance with the Subdivision Regulations (see Section IV., ROAD ACCEPTANCE PROCEDURE). The financial security can be arranged by one of the following methods:

- a). a construction bond may be filed by the developer payable to the County Judge in the amount of the cost of construction. The bonds must be surety bonds provided by a surety company licensed to operate in the State of Texas; or
- b). the developer may provide funds in escrow, certificate of deposit, an irrevocable letter of credit or other financial instrument satisfactory to the County Judge in the amount of the cost of construction.
- c). the estimated cost of construction for the required bonds or letters of credit shall be determined by using the latest regional Dodge Reports (construction data).

After acceptable financial security is filed with the County, the County Judge will sign the final plat and the developer may then file the final plat with the County Clerk's office.

**OPTION 2.**

If the developer opts not to submit a financial security to guarantee the completion of the road, drainage, and associated subdivision improvements, the final plat shall not be approved for filing until completion of the subdivision road and improvements. (See SECTION IV. - ROAD ACCEPTANCE PROCEDURES) At such time when the Director of Engineering certifies to the County Judge that the construction is completed according to the County Subdivision Regulations specifications, the County Judge shall sign the final plat and the developer is authorized to submit the final plat to the County Clerk for filing and recording.

**N. APPROVAL BY COUNTY JUDGE**

A certificate of approval shall be provided on the final plat for the County Judge to sign and approve on behalf of and for Commissioners' Court of Collin County, Texas. A subdivision may be recorded in phases, and in either case, the phase to be recorded shall be accompanied by a set of field notes describing the phase that is to be recorded.

If Commissioners Court approves the final plat, the County Judge, acting on behalf of and for the Commissioners' Court, shall sign the plat indicating Commissioners' Court approval. The Department of Engineering shall notify the developer that the County Judge signed the final plat and the plat is ready to be filed with the County Clerk.

## **SECTION III - GENERAL ROAD AND STREET REQUIREMENTS**

All roads in subdivisions shall be platted and constructed to the standards required by Section III, GENERAL ROAD AND STREET REQUIREMENTS. The developer of a subdivision shall be responsible for the cost of the construction of residential, collector, and/or local streets.

General specifications and requirements pertaining to subdivision road and street improvements shall be as follows:

**A. GENERAL REQUIREMENTS**

All subdivision streets shall be constructed as required by the current Collin County Mobility Plan and Geometric Design Standards. Streets shall be constructed for the entire specified width and right-of-way unless Commissioners' Court grants a variance.

**B. STREET ARRANGEMENT**

Unless otherwise approved by the Commissioners' Court, provisions shall be made for the extension of existing dead-end streets within recorded adjacent subdivisions.

Proposed streets should conform to existing topography, where practical, so drainage may be provided. Where feasible, streets should follow existing topographical valleys or depressions so as to form a natural collection system for surface water.

Streets shall be numbered and/or named and installed with permanent metal signs in accordance with Collin County Road Sign Specifications. There shall be no conflicts with existing names, or numbers of other public roads or streets within the county or nearest municipality and street names and numbers in the subdivision. The developer shall pay for the installation of all street names and traffic control signs prior to final plat approval. Signs with road names shall be maintained by the developer during the road warranty period.

### C. **STREET STANDARDS**

#### 1. Right-of-way:

Street rights-of-way within and bordering the subdivision shall conform to the Collin County Mobility Plan and the Collin County Geometric Design Standards.

#### 2. Types of streets:

##### (a) **Streets in subdivisions with lots less than or equal to 0.50 acres**

Residential streets shall be 25 feet in width measured back of curb to back of curb. Collector streets shall be 32 feet in width measured back of curb to back of curb.

- 1) **Subgrade** - The subgrade shall be lime stabilized with hydrated lime in the amount of 7% by weight of the subgrade to a depth of six (6) inches for the stipulated width, plus one foot behind the curbs. The Director of Engineering shall consider other types of and percentages of lime based on geotechnical laboratory's tests, evaluations and recommendations described in engineering reports provided paid for by the developer.
- 2) **Surface** - The surface course shall be six (6) inches in thickness of 3,600 psi or greater of Portland Cement concrete or an approved equivalent thickness of hot mix asphaltic concrete. (See Exhibit A - Appendix).

##### (b) **Streets in subdivisions with lots greater than 0.50 acre and less than 1 acre**

Residential streets shall be 25 feet wide concrete pavement without curbs. Collector streets shall be 32 feet wide concrete pavement without curbs. Both residential and collector streets' subgrade, base, and pavement shall conform to specifications of Section III, C, 2 (a) above (see Exhibit B - Appendix).

##### (c) **Streets in subdivisions with lots greater than 1 acre**

Residential streets shall be 25 feet wide pavement without curbs. Collector streets shall be 32 feet wide pavement without curbs (See Exhibit C - Appendix).

- 1) **Subgrade** - The subgrade shall be lime stabilized according to the specifications in Section III, C, 2 (a) 1) above.
- 2) **Base** - The base shall be two (2) feet wider than the pavement width and shall be constructed of flexible base as specified in the Standard Specifications for Public Works Construction in North Central Texas to a depth of six (6) inches compacted to 95% Standard Proctor Density.
- 3) **Surface** - the surface course may consist of either two-course asphalt surface treatment or two (2) inches of hot mix asphaltic concrete (HMAC). The aggregate shall be pre-coated and in accordance to current *TxDOT Standards Specifications For Construction Of Highways, Streets And Bridges*.

#### 3. Ditches:

The widths and depths of the ditches shall conform to the typical sections and the calculated storm water discharge Subdivision Regulations require.

#### 4. Miscellaneous Design Features:

All other design features of the roads shall conform to the Collin County Mobility Plan and Collin County Geometric Design Standards.

#### 5. Materials:

Materials shall be as specified in the Standard Specifications for Public Works Construction, North Central Texas Council of Governments.

### D. **CUL-DE-SACS**

Cul-de-sacs may be permitted where the form or contour of the land makes it difficult to plat with connecting streets. Such cul-de-sacs shall provide proper access to all lots and a turn-around shall be provided at the closed

end, with an outside property line radius of at least sixty (60) feet and a street line (outside edge of pavement) radius of at least forty-five (45) feet.

In subdivisions constructed in more than one (1) phase, temporary cul-de-sacs shall be required at the end of the street or road which is intended to connect to future streets. The materials of which the temporary cul-de-sac shall be constructed shall conform to those required for the street itself in the geotechnical report.

**E. MAXIMUM ROAD LENGTH**

The length of roadway shall not be greater than six hundred (600) feet from nearest intersection to the end of roadway. Variances to this requirement may be granted by the Director of Engineering for special circumstances.

**F. CONSTRUCTION AND MAINTENANCE BONDS**

**1. Construction Bonds**

The developer shall complete all construction of improvements within eighteen (18) months after approval of final plat. The developer shall file a Construction Bond, executed by a Surety Company authorized to do business in this State, and make payable to the County Judge of Collin County, Texas or his successors in office.

The bond amount shall be equal to one hundred (100%) of the estimated cost of construction of roads, streets, street signs, underground utilities, required drainage structures and all other associated construction improvements.

The developer shall submit the construction bond with the final plat prior to Commissioners Court approval of the final plat.

The construction bond shall remain in full force and in effect until all the roads, streets, street signs, underground utilities, required drainage structures and all other associated construction improvements in the subdivision have been completed to the satisfaction of the Engineering Department and the construction has been released by the County Judge on recommendation of the Director of Engineering.

If any or all of the streets, roads, drainage and drainage structures, as constructed by the owner, fail to meet the requirements of the Subdivision Regulations and the developer fails or refuses to correct the defects within sixty (60) days, from the date the Director of Engineering issues, in writing, the unfinished improvements shall be completed at the cost and expense of obligee or surety or financial securities as provided.

**2. Maintenance Bond**

To insure roads, streets, street signs, underground utilities, required drainage structures and all other construction are maintained to the satisfaction of Collin County, a maintenance bond executed by a surety company authorized to do business in this state, and made payable to the County Judge of Collin County, Texas, or his successors in office, shall be substituted for the construction bond at the time of release of said construction bond.

The maintenance bond amount shall be equal to ten (10%) percent of the estimated cost of roads, streets, street signs, underground utilities, required drainage structures and all other construction.

The conditions of the maintenance bond shall stipulate that the developer shall guarantee to maintain, to the satisfaction of Collin County, all of the streets, roads, drainage structures and drainage ditches and channels which have been constructed to specifications with construction in a good state of repair for a period of two (2) years from the date of official release of construction security. Construction security will be released by the County Judge on recommendation of the Director of Engineering.

The County shall perform periodical inspections of roads, streets, street signs, underground utilities, drainage structures and all other construction for which maintenance security is held. In the event any or all of the roads, streets, street signs, underground utilities, drainage structures and all other construction improvements are not being maintained in a good state of repair, the Director of Engineering will advise the developer in writing and, if after a reasonable time, the developer fails or refuses to repair said items, the deficiencies shall be corrected at the cost and expense of obligees or financial security.

The release of any bond shall be by order of the Commissioners' Court. To request a release, the developer shall present a written request to release said bond. The request shall contain a statement by the Engineer responsible for the design of improvements stating that he has made an inspection of such improvements and recommends their acceptance by the County. Attached to his letter shall be one set of "as built" drawings showing the work to be accepted for use by the County. A computer diskette or compact disk containing the "as built" plan sheets in the format and medium specified by the County shall be submitted

## LFC- COLLIN COUNTY MUD #1:

### CR 51:

<b><u>Establish all weather driving surface:</u></b> ( 3,870' +/- based on exhibit attached )	<b>20 ft. Road Width</b>
<b><u>EXTENT: (Existing concrete N/E to CR 51)</u></b>	<b>3,870 ft. +/-</b>
<b><u>Distance totally within MUD:</u></b> <b><u>( Total cost of equipment, labor &amp; materials )</u></b>	<b>3,870 ft. +/-</b>
<b><u>8" flexible base material and culverts:</u></b>	
Flexbase delivered and processed	\$58,389.90
2- 60" x 30' culverts delivered/installed	<u>\$ 9,264.30</u>
	<b>\$67,654.20</b>
<b><u>TOTAL COST:</u></b>	<b><u>\$67,654.20</u></b>
<b>OPTIONAL: Portland Cement Stabilization</b>	<b>\$175,639.74</b>

\* Estimate only. Does not include fill material, utility relocations, chemical stabilization or fencing.

## Jon Kleinheksel

---

**From:** Jon Kleinheksel  
**Sent:** Thursday, April 04, 2013 3:29 PM  
**To:** Tony Ruggeri (truggeri@rpgdallas.com)  
**Cc:** Matt Shaheen  
**Subject:** FW: CR 51 4/4/2013  
**Attachments:** CR 51 LFC 4-4-13 new alignment.pdf

Tony~

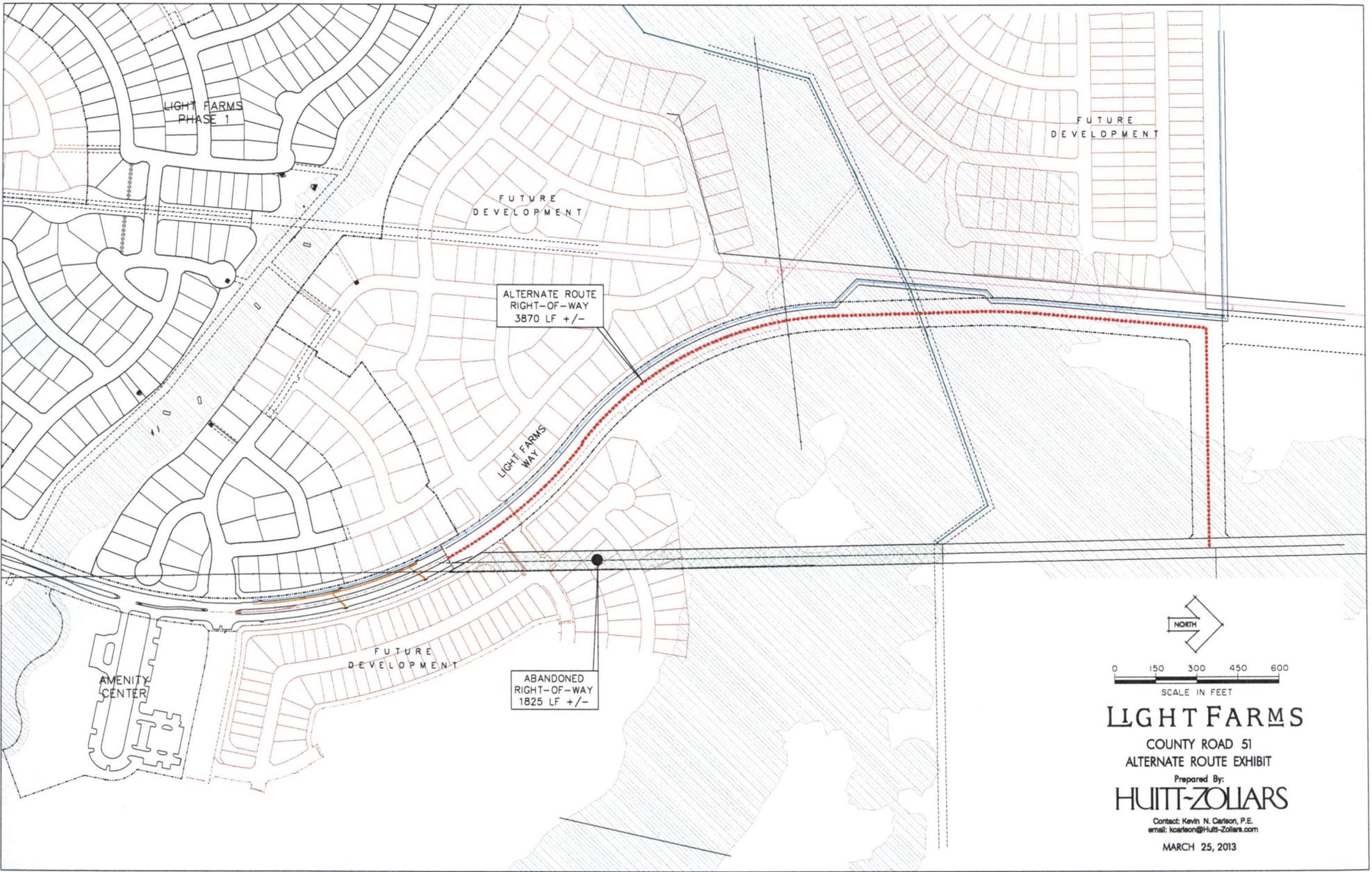
Cost estimate for all weather surface, {flex base} based on the 3,870' exhibit.

The cost to facilitate the all-weather road is; \$67,654.20

Please see attachment for cost breakdown/details...

In the event you need additional information or clarification please give me a shout and I will respond accordingly...

Jon



# LIGHT FARMS

COUNTY ROAD 51  
ALTERNATE ROUTE EXHIBIT

Prepared By:  
**HUITT-ZOLIARS**

Contact: Kevin N. Carlson, P.E.  
email: kcarlson@Huitt-Zoliars.com  
MARCH 25, 2013

i:/proj/01390518/dgn/cr31altex.dgn

**Commissioners Court**

**Meeting Date:** 07/22/2013

CR 51 Road Variance

**Submitted For:** Jon Kleinheksel

**Submitted By:** Tammi Koch

**Department:** Public Works

**Request Type:** CONSENT

**Agenda Area:** Miscellaneous

**Information**

**Department Action**

Republic Property Group is requesting a variance for road improvements within their MUD. Commissioners' Court will need to approve the ILA attached hereto contingent upon the approval of the variance request by RPG to realign CR51. ILA has been reviewed/approved by CC Legal Counsel.

**Purchasing Department Action**

Request Commissioners' Court consideration and any action approval of Interlocal Agreement with Collin County Municipal District No. 1 for acquisition, construction, improvement, maintenance, repair, financing of County Road 51 and authorize County Judge to execute same. sh

**HR and/or IT Action**

**Budget Department Action**

Per attached CR 51 ILA, Collin County will be reimbursed for the County's portion of responsibility of phase one of the agreement.

**Auditor's Office Action**

Funds available in Road and Bridge Fund.

**Commissioners Court**

Interlocal Agreement with the Collin County Municipal Utility District No. 1 for the improvement for CR51 and further authorize the County Judge to finalize and execute same, Public Works.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Adjustment:**

**Amount Available:** \$67,655

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1: 010-7501-680.75-36

**Fund Transfers**

**Remarks:**

**Attachments**

Draft Court Order

THE STATE OF TEXAS

COUNTY OF COLLIN

**Subject: Interlocal Agreement, Municipal Utility District No. 1 – Public Works**

On **July 22, 2013**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self  
Matt Shaheen  
Cheryl Williams  
Chris Hill  
Duncan Webb**

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

During such session the court considered approval of an Interlocal Agreement with the Collin County Municipal Utility District No. 1.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Agreement with the Collin County Municipal Utility District No. 1 for the improvement for CR51 and further authorize the County Judge to finalize and execute same. Same is hereby approved as per the attached documentation.

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**Keith Self, County Judge**

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**Matt Shaheen, Commissioner, Pct. 1**

---

**Cheryl Williams, Commissioner, Pct. 2**

---

**Chris Hill, Commissioner, Pct. 3**

---

**Duncan Webb, Commissioner, Pct. 4**

**ATTEST:**

---

**Stacey Kemp, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S**



# COLLIN COUNTY

Public Works Department  
700 A. Wilmeth Road  
McKinney, Texas 75069  
www.collincountytx.gov  
972-548-3700 (Phone)  
972-548-3754 (Fax)

---

Date: July 18, 2013  
To: Judge Self and Commissioner's Court  
From: Jon Kleinheksel, Director of Public Works   
Re: CR 51 Variance Request

Republic Property Group "RPG" is requesting a variance for road improvements within their MUD. Commissioners' Court will need to approve the Interlocal Agreement "ILA" attached hereto contingent upon the approval of the variance requested by RPG to realign CR51.

The attached ILA has been reviewed and approved by Collin County Legal Counsel.

Should you require additional information, please contact me and I will respond accordingly.

## Jon Kleinheksel

---

**From:** Tony Ruggeri <truggeri@rpgdallas.com>  
**Sent:** Wednesday, July 17, 2013 4:59 PM  
**To:** Jon Kleinheksel  
**Cc:** Matt Shaheen  
**Subject:** Fwd: Interlocal Agreement  
**Attachments:** image002.jpg; ATT00001.htm; WSComparison\_LEGAL-#33047-v3-CR\_51\_(north)\_Interlocal\_Agreement\_between\_Collin\_County\_and\_MUD\_No.\_1-LEGAL-#33047-v6-CR\_51\_(north)\_Interlocal\_Agreement\_between\_Collin\_County\_and\_MUD\_No.\_1.pdf; ATT00002.htm; LEGAL-#33047-v6-CR\_51\_(north)\_Interlocal\_Agreement\_between\_Collin\_County\_and\_MUD\_No.DOCX; ATT00003.htm

Jon,

All county comments have been incorporated. Thank you for your time and we will see you Monday night. The city of Celina will be present as well.

Best Regards,  
Tony Ruggeri

Begin forwarded message:

**From:** "Melissa Lindelow" <[melissa.lindelow@svlandlaw.com](mailto:melissa.lindelow@svlandlaw.com)>  
**To:** "Tony Ruggeri" <truggeri@rpgdallas.com>  
**Cc:** "Clay Crawford" <[CCrawford@crawl.net](mailto:CCrawford@crawl.net)>, "Misty Ventura" <[misty.ventura@svlandlaw.com](mailto:misty.ventura@svlandlaw.com)>, "Tim McKnight" <[tmcknight@rpgdallas.com](mailto:tmcknight@rpgdallas.com)>  
**Subject:** Interlocal Agreement

Tony,

Attached are a clean copy and redline with changes to the last draft of the interlocal agreement reviewed by the county.

**Melissa Lindelow**

Shupe Ventura Lindelow & Olson, PLLC  
500 Main Street, Suite 800  
Fort Worth, Texas 76102  
Direct Line: 817.405.9937  
[melissa.lindelow@svlandlaw.com](mailto:melissa.lindelow@svlandlaw.com)  
[www.svlandlaw.com](http://www.svlandlaw.com)

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), is made and entered into pursuant to the Interlocal Corporation Act (the "Act"), Chapter 791 of the Texas Government Code between **Collin County, Texas** ("County"), a body corporate and politic, acting by and through its Commissioners Court and the **Collin County Municipal Utility District No. 1** ("District"), a special district acting by and through its Board of Directors.

**WHEREAS**, County is a local government as defined by the Act, and as such is lawfully permitted to enter into an interlocal agreement;

**WHEREAS**, District is a local government as defined by the Act, and as such is lawfully permitted to enter into an interlocal agreement;

**WHEREAS**, County desires District's assistance in performing certain governmental functions and services;

**WHEREAS**, District desires to assist County in performing certain governmental functions and services;

**WHEREAS**, this Agreement benefits District by promoting the development of property within the boundaries of District, and delaying significant expenditures of public funds for road improvements until such improvements are necessary.

**THEREFORE**, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

### I. BASIC TERMS

1. County, by and through its Commissioners Court, hereby affirmatively finds that Collin County will receive a benefit as the result of the Project (defined below).
2. County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.
3. County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.
4. District, by and through its Board of Directors, hereby affirmatively finds that District is specifically authorized by law to individually and independently construct the Project on its own.
5. County and District agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions,

each party will make that performance or those payments from current revenues legally available to that party.

6. County and District affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of responsibilities and costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

7. Neither County nor District intends for any third party to obtain a right by virtue of this Agreement. District and County agree there shall be no waiver of sovereign immunity by either party as to the other party, and all third parties, with regard to this Agreement, and the Project itself.

8. District and County understand and agree that District is a separate and independent local governmental entity for purposes of this agreement, that no partnership or joint venture is formed or agreed upon, and that at no time will District's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

## **II. PURPOSE**

The purpose of this Agreement is to provide for the acquisition, construction, improvement, maintenance, repair and financing of portions of County Road 51, under the terms and conditions set forth in this Agreement.

## **III. TERM**

The term of this Agreement will be from the date of execution by the last party hereto until the City of Celina annexes the Project Site (defined below) or District assumes maintenance responsibility for the Project. Neither party may terminate this Agreement without the other party's prior written consent, within five years of the effective date of this Agreement. District's obligation to maintain the Phase One Work (defined below) shall survive the termination of this Agreement until such time as the City of Celina annexes the Project Site (defined below).

## **IV. PROJECT DESCRIPTION**

The Project ("Project") contemplated by this Agreement is described as the phased acquisition, construction, improvement and maintenance of portions of County Road 51 located inside the boundaries of District which District and County mutually agree need improvement, as described and illustrated with a red dashed line on Exhibit "A" attached hereto and incorporated herein by reference.

## **V. PROJECT LOCATION**

The location for the Project is identified by the red dashed line on Exhibit "A" attached hereto and incorporated herein by reference ("Project Site").

## VI. SCOPE OF WORK

### COUNTY'S RESPONSIBILITIES:

At no cost to County, County will construct approximately 3,870 linear feet of a 20-foot wide all-weather driving surface (eight inch flex base material and two culverts) from the existing concrete northeast to CR 51 within the area shown by the red dashed line on Exhibit A (the "Phase One Work"). County has no obligation to acquire new or expand existing right of way for the Project. ~~County~~District will maintain the Phase One Work.

### DISTRICT RESPONSIBILITIES:

District shall acquire and provide that portion of the Project Site not within existing prescriptive rights-of-way.

After written notice to District that County has issued a notice to proceed with the Phase One Work within 30 days and before County begins the Phase One Work, District will pay \$67,654.20 to County, which is the estimated cost of the Phase One Work. If the actual cost of the Phase One Work exceeds the estimate, County will bill District for such actual costs in excess of the initial payment and District, within 45 days of receipt of such invoice, shall pay such excess actual costs to County provided there is no material change in the scope of the Phase One Work.

After the Phase One Work is complete and District elects, at its option, to upgrade the Project, District shall construct a concrete road generally in the vicinity of the Project Site to the City of Celina street standards (the "Phase Two Work"). Upon completion of such construction, District will, at its sole expense, be responsible for the maintenance of the Phase Two Work. District will provide County with proof of insurance coverage, with County as an "also insured" providing insurance coverage of the same or greater amounts required by County of road and bridge contractors performing work for County. Coverage will be maintained by District for the construction of the Phase Two Work until the Phase Two Work is complete, and all known claims related to the construction thereof are resolved, or two years after completion of the Project, whichever occurs last.

During all periods, other than periods of construction, District will assure unobstructed through access from Light Farms Way to CR 51 through those portions of the Phase One Work and the Phase Two Work.

## VII. MISCELLANEOUS

1. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

2. Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.

3. This Agreement shall be deemed mutually negotiated and drafted, and shall not be construed against District or County as the drafting party.

4. It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Effective Date of this Agreement is the date signed by both parties, regardless of which party signs last.

5. To the extent permissible by law, District will indemnify and hold County harmless for all actions, or failures to act, of District pursuant to this agreement, including , but not limited to, the design, acquisition, construction, improvement, repair, maintenance and/or operation of the Project. Venue for all purposes is Collin County, Texas.

6. Notices, correspondence, and all other communications shall be addressed as follows:

**If to County:**

Collin County  
c/o Public Works Department  
700 A. Wilmeth Road  
McKinney, Texas 75069  
E-mail: \_\_\_\_\_  
FAX: 972-548-3754

**If to District:**

Collin County Municipal Utility District No. 1  
c/o Crawford & Jordan, LLP  
19 Briar Hollow Lane, Suite 245  
Houston, Texas 77027  
Attn: Clay Crawford  
E-mail: [ccrawford@crawlaw.net](mailto:ccrawford@crawlaw.net)  
FAX: 713/621-3909

**IN WITNESS WHEREOF**, the parties have executed Agreement on the dates indicated.

**COLLIN COUNTY:**

\_\_\_\_\_  
\_\_\_\_\_, Collin County Judge

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Collin County Clerk

**COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1:**

\_\_\_\_\_  
President, Board of Directors  
Collin County Municipal Utility District No. 1

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Directors  
Collin County Municipal Utility District No. 1

# Exhibit "A"

## Project Location and Description

