

STATE OF TEXAS)
)
COUNTY OF COLLIN)

INTERLOCAL DEVELOPMENT AGREEMENT

In accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, this **INTERLOCAL DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into by and between the **City of Celina, Texas** (“City”), a Type A general law municipality and political subdivision of the State of Texas, and the **Celina Independent School District** (“District”), an independent school district and political subdivision of the State of Texas.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions and services, including such areas as streets, roads, drainage, planning, platting and approval of related permits; and

WHEREAS, the City and the District mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically § 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, the District owns an approximately 13.416-acre tract of land, located generally at southeast corner of the intersection of Cedar Street and Utah Drive and more particularly depicted in a site plan attached hereto as **Exhibit A**, which property is slated for the construction of a new elementary school and is hereinafter referred to as the “Elementary School Site”; and

WHEREAS, the City contends that its subdivision and development regulations, as set forth in City of Celina Ordinance No. 97-9, apply to the Elementary School Site and, as a result, the District is required to obtain plat approval for the Elementary School Site and the construction of the planned elementary school at the Elementary School Site; and

WHEREAS, the District, as a political subdivision of the State of Texas and an equal branch of government to the City, contends that it is not required by law to obtain plat approval for the Elementary School Site and the construction of the planned elementary school at the Elementary School Site; and

WHEREAS, both the City and the District recognize that the resolution of their dispute over the City’s platting requirements is best resolved by mutual agreement, in the spirit of maintaining the already existing excellent intergovernmental relations between the City and the District, rather than requiring a court of law to resolve their dispute through litigation, which litigation would be costly, time-consuming and could lead to an unacceptable delay in the construction of the elementary school.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the District covenant and agree as follows:

1. **Plat Submission.** The District, while not waiving or abandoning its contention that it is not required to file a plat for the Elementary School Site in order to obtain permission to construct the planned elementary school at the Elementary School Site, or its contention that the City has no legal authority to require plats for any school facilities that the District may in the future construct in the City or the City's extraterritorial jurisdiction, agrees that it will apply for plat approval in this particular instance for the Elementary School Site and the construction of the planned elementary school at the Elementary School Site, subject to the conditions set forth below.

The City agrees that the platting process will in no way delay the construction of the planned elementary school at the Elementary School Site and that no permits or approvals will be refused to the District based solely upon the District's failure to have obtained preliminary or final plat approval. The City agrees that all of the District's obligations regarding infrastructure improvements, ingress and egress, road construction obligations, site planning and other related matters are covered entirely by this Agreement and that no subdivision or platting requirements will be placed upon the District regarding the planned elementary school at the Elementary School Site that are greater than or inconsistent with the terms of this Agreement and the attached site plan.

Pursuant to the authority given the City by § 212.0045 of the Texas Local Government Code, the City hereby determines that platting is not required for the Celina High School site for the expansion of Celina High School and the construction of a free standing agricultural building at the Celina High School site.

The District agrees, and expressly acknowledges, that all reasonable building code requirements will apply to all construction by the District, and that all construction must be inspected and permitted by the City as required by City ordinances.

2. **Future Collector Street.** The City's Thoroughfare Plan envisions that a four-lane, divided, concrete curb and gutter (with storm drainage) collector street will be built and that a portion of this collector street will traverse along the southernmost portion of the Elementary School Site, as is conceptually shown in **Exhibit A**.

- (a) The District agrees to dedicate to the City, in a manner mutually acceptable to the parties, 90 feet of right-of-way (enough for four (4) lanes) for that portion of the collector street that traverses the Elementary School Site, and agrees to fund the construction of two (2) of the planned four (4) lanes from its intersection with Utah Street to a point approximately 20 feet beyond the bus loop indicated in **Exhibit A** (herein referred to as the "Point of Terminus").

- (b) The District agrees it will fund the construction of the remaining portion of the two (2) lanes, from the Point of Terminus to the eastern boundary of the Elementary School Site, once the adjacent properties east of the Point of Terminus develop and the collector street is extended further east.
- (c) The District agrees to install one (1) City fire hydrant at a location to be determined by the City along the collector street.
- (d) The District agrees to build a sidewalk along the collector street once all four (4) lanes of the collector street are built on the Elementary School Site.

3. **Cedar Street.** Cedar Street traverses just south of the northernmost boundary of the Elementary School Site and is contained within the Elementary School Site, as is shown in **Exhibit A.**

- (a) The District agrees to dedicate to the City, in a manner mutually acceptable to the parties, the existing Cedar Street right-of-way that traverses the Elementary School Site, plus all property located north of Cedar Street and south of the northernmost boundary of the Elementary School Site.
- (b) The District agrees to install one (1) City fire hydrant at a location to be determined by the City along Cedar Street.
- (c) The District agrees to build a sidewalk along Cedar Street if Cedar Street is improved as a curb and gutter street and there is sufficient land for the placement of a sidewalk.

4. **Utah Street.** Utah Street traverses just east of the westernmost boundary of the Elementary School Site and is contained within the Elementary School Site, as is shown in **Exhibit A.**

- (a) The District agrees to dedicate to the City, in a manner mutually acceptable to the parties, the existing Utah Street right-of-way that traverses the Elementary School Site, plus all property located west of Utah Street and east of the westernmost boundary of the Elementary School Site.
- (b) The District agrees to fund the construction of a 27-foot wide asphalt segment on that portion of Utah Street that traverses the Elementary School Site, from its intersection with Cedar Street to its intersection with the unnamed future collector street.
- (c) When the property abutting the west side of Utah is developed, and Utah Street is scheduled for improvement as an undivided three (3) lane, concrete curb and gutter

street (with storm drainage), the District agrees to fund, subject to appropriations, twenty-five (25%) percent of the total verified costs of such improvements, provided that in no event will the District's share exceed seventy thousand and 00/100s (\$70,000) dollars.

(d) The District agrees to construct an eight (8) inch water line along Utah Street.

*Ken Burch
7-30-02 (e)
Scott L. O'Neil
08-06-02*

~~The City agrees to collect pro-rata charges, tap in fees, tie in fees, or some other form of fee, from all property owners that tie into or tap into the eight (8) inch water line along Utah Street, in an amount sufficient to reimburse the District for those portions of the water line directly utilized by others.~~

(f) The District agrees to install two (2) City fire hydrants at locations to be determined by the City along Utah Street.

(g) The District agrees to build a sidewalk along Utah Street if Utah Street is built out as an undivided three (3) lane concrete curb and gutter street and there is sufficient land for the placement of a sidewalk.

5. **Winn Street.** The District agrees that it will construct, prior to the issuance of a certificate of occupancy by the City for the elementary school, a sidewalk from Winn Street to an appropriate rear entrance of the elementary school.

6. **Bus Traffic.** School Bus traffic will be confined to the unnamed future collector street and will be routed as indicated on the site plan attached as **Exhibit A.**

7. **Reimbursement of Inspection and Review Fees.** The District agrees to reimburse the City for all reasonable inspection and review fees that the City incurs in having the development at the Elementary School Site reviewed and inspected by the City of Plano, with whom the City has contracted for such services. The District will also reimburse the City for such fees related to the expansion of Celina High School and the construction of a free standing agricultural building at the Celina High School site. The District agrees to deposit with the City, as a retainer, an initial deposit of \$2500 for each site, for a total of \$5000.

8. This Agreement shall run with and become a covenant of the land, shall be filed in the deed records of Collin County, Texas, and shall be binding on all who have now, or may have in the future, an interest in the land made the subject of this Agreement.

9. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.

10. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

11. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Collin County, Texas.

12. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

13. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor the District waives any immunity or defense that would otherwise be available to it against claims by third parties.

14. This Agreement shall be effective as of the date that the last party to the agreement approves the agreement.

APPROVED BY THE CITY COUNCIL FOR THE *CITY OF CELINA, TEXAS*, in its meeting held on the 23rd day of July 2002, and executed by its authorized representative.

CITY OF CELINA, TEXAS


By: *Corbett Howard*
Corbett Howard
Mayor

ATTEST:

Pichi Faulkner
City Secretary

APPROVED BY THE SCHOOL BOARD FOR THE *CELINA INDEPENDENT SCHOOL*, in its meeting held on the 22nd day of July 2002, and executed by its authorized representatives.

CELINA INDEPENDENT SCHOOL

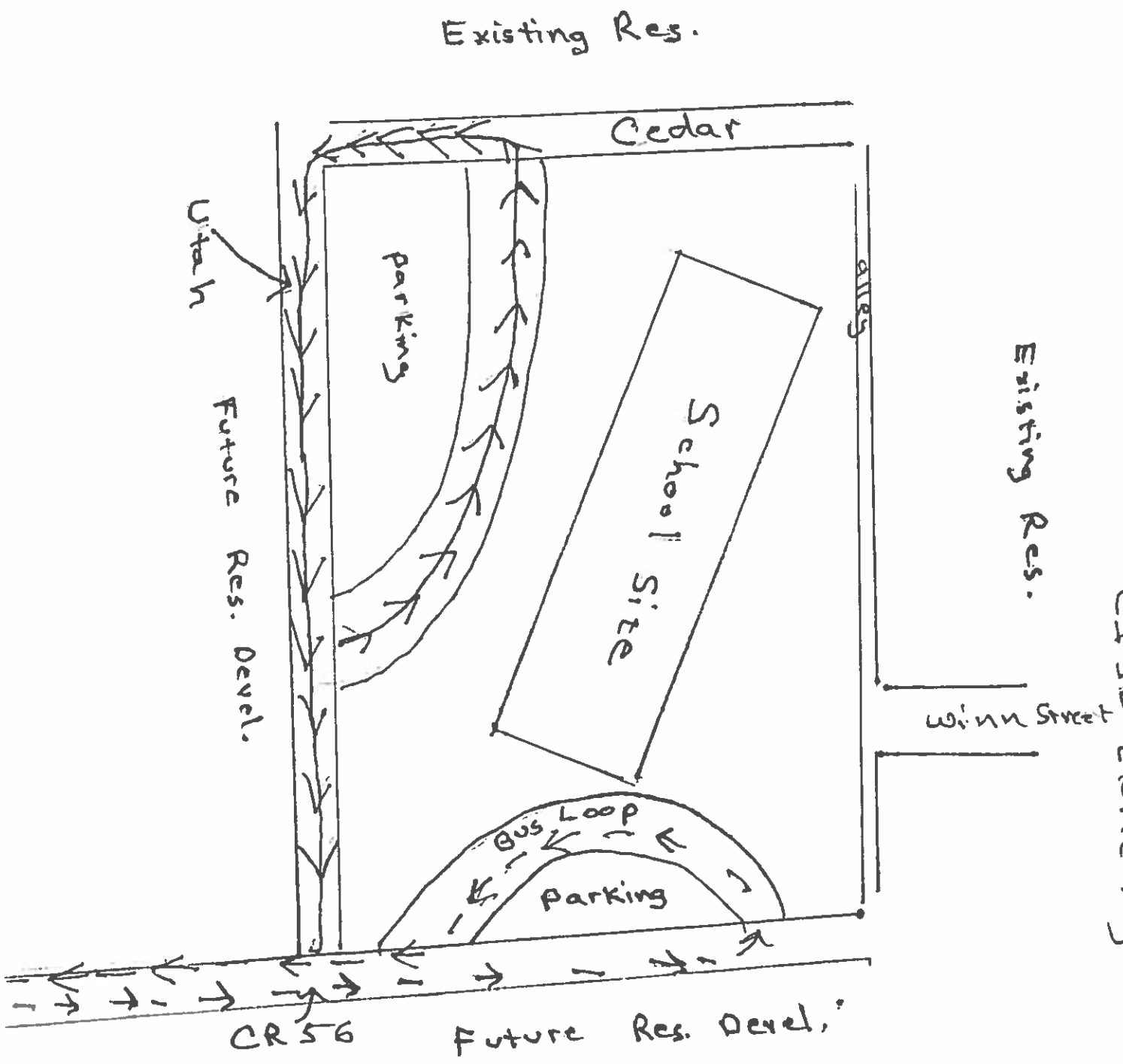
By: 
Keith Scott
School Board President

By: 
Ken Burks
School Superintendent

ATTEST:


School Secretary

2000' 1000'
 CTSD Elementary School Site



Bus Traffic limits
 to the following
 flow -> ->

Student Drop off
 traffic flow

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