

MINUTES
CITY COUNCIL MEETING

AUGUST 15, 2017

CALL TO ORDER – Roll Call and Determination of a Quorum

The Parker City Council met in a regular meeting on the above date at Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

Mayor Z Marshall called the meeting to order at 7:00 p.m. Council members Scott Levine, Cindy Meyer, Lee Pettie, Cleburne Raney, and Ed Standridge were present.

Staff Present: City Administrator Jeff Flanigan, Finance/H.R. Manager Johnna Boyd, City Secretary Patti Scott Grey, City Attorney Brandon Shelby, Fire Chief Mike Sheff, Assistant Fire Chief Mark Barnaby, and Police Chief Richard Brooks

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: James Barrett led the pledge.

TEXAS PLEDGE: Police Chief Richard Brooks led the pledge.

PUBLIC COMMENTS The City Council invites any person with business before the Council to speak. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

None

CONSENT AGENDA Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.

1. APPROVAL OF MEETING MINUTES FOR JUNE 20, 2017. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR JULY 11, 2017. [SCOTT GREY]
3. APPROVAL OF MEETING MINUTES FOR JULY 18, 2017. [SCOTT GREY]
4. APPROVAL OF MEETING MINUTES FOR AUGUST 1, 2017. [SCOTT GREY]
5. DEPARTMENT REPORTS-ANIMAL CONTROL-June, BUILDING, COURT, FIRE, POLICE AND WEBSITE

MOTION: Councilmember Standridge moved to approve consent agenda items 1 – 5, with Councilmember Pettie's minute revisions, as follows:

Minute Date	Page	Paragraph	
2017 0620	3	6	Added apostrophe

Councilmember Meyer said if the city planned to spend money on a Sensus upgrade, she felt it necessary to add the residents' monitoring upgrade, it would help with the functionality of the system. City Councilmembers and staff noted the residents portal costs could possibly be negotiated with the contract.

Minute Date	Page	Paragraph	
2017 0711	3	4	Meyer to Pettie

MOTION: Councilmember Raney moved to approve Ordinance No. 750, amending Nuisance Ordinance No. 553. Councilmember Standridge seconded with Councilmembers Pettie, Raney, and Standridge voting for the motion. Councilmember Meyer voting against the motion. Motion carried 3-1.

Minute Date	Page	Paragraph	
2017 0711	4	2	were to are was to would be

City Attorney Shelby said our city codes are enforced by Municipal Court. Certain procedures must be followed by City Staff. City Staff cannot trespass or violate the law to investigate possible code violations; however, City Staff may under proper circumstances obtain court orders to check private property. In regard to the City's Code of Ordinances, zoning code may be amended or revised, but public hearings are required. A regular review of the City's Code of Ordinances would be beneficial, as federal and state laws change among other factors. Mr. Shelby said if residents are trying to build a case, it would be helpful if they photographed alleged violations and reported those violations to the City. That would assist City Staff with enforcement.

Minute Date	Page	Paragraph	
2017 0718	3	1	Reworded for clarity See below.

Mayor Marshall said he asked Mayor Pro Tem Levine to take the lead on this discussion and turned the meeting over to Mayor Pro Tem Levine, who was currently working with City Attorney Shelby on the task. Mr. Levine said City Council had a proposed resolution. In the resolution after several whereas paragraphs, there were several sections, Section 1 of proposed Resolution No. 2017-542 states City Council projects the population of Parker, Texas to be 5,012 by May 5, 2018. Section 2 authorizes the Mayor to nominate members of a Home Rule Charter Commission by the governing body. Mayor Pro Tem noted to answer Mr. Barron's question City Council was not appointing a commission to adopt the charter, the Commission would assemble a document, which would go to a vote by Parker citizens.

Councilmember Raney seconded with Councilmembers Levine, Meyer, Pettie, Raney, and Standridge voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

6. PUBLIC HEARING ON FY2017-2018 BUDGET AND TAX RATE. [MARSHALL]

Mayor Marshall announced he would have City Staff, Finance/H.R. Manager Boyd, Police Chief Brooks, and Fire Chief Sheff, review, take comments and questions from City Council, and then the public. The Mayor then opened the public hearing at 7:04 p.m.

Finance/H.R. Manager Johnna Boyd reviewed her PowerPoint, covering both the proposed General Fund and the Proprietary Fund (Water Budget), stating this was a balanced budget. The City received its annual consumption numbers from North Texas Municipal Water District (NTMWD) and the City would not break its "Take or Pay" this year. Ms. Boyd then summarized revenues, debt service, and the proposed tax rate, which would remain at \$0.365984 per \$100. (See Exhibit 1 – City of Parker Budget Presentation 2017/2018.)

Police Chief Brooks reviewed the Police Department budget.

Fire Chief Brooks reviewed the Fire Department budget.

Mayor Marshall reviewed the proposed Fiscal Year 2017-2018 Budget Cover Page. (See Exhibit 2 – Proposed City of Parker Fiscal Year 2017-2018 Budget Cover Page September 5, 2017.)

Mayor Marshall then moved to a budget public comment, reading an email provided by Parker resident Andrew Piziali, 6616 Estados Drive, and asked that the email be included in the meeting minutes for the record. (See Exhibit 3 – Andrew Piziali email, regarding City of Parker Proposed Budget 2017-2018.)

Mayor Marshall asked if anyone wanted to speak "For" or "Against" the item. No one came forward.

Councilmember Standridge thanked Finance/H.R. Manager Johnna Boyd, City Staff, and City Council for the hard work they put into the budget preparation.

Mayor Pro Tem said he was disappointed in the public comment that was read. Budgets are set to provide services required for the municipality. The services cost money. Each year should be its own analysis. City Council should review what it cost to provide essential services to the citizens of Parker. With that information, City Council would arrive at a budget and set a tax rate. If we adopted the way of thinking in which we only look at our past budgets and tax rates to base the new budgets and tax rates upon, we fall into the very trap described in the email. The City of Parker is unique. Most of our revenue comes from property taxes. We do not have commercial. This year the City has large ticket items that are essential to the city, such as the fire department radios. You can be critical if we are spending money in

an inefficient manner, but saying you spent more money this year than last year is not informative.

Councilmember Meyer inquired about the difference in the projected June budget and the current proposed budget. Ms. Meyer said she reviewed the budgets and both budgets seemed basically the same before and after the tax numbers. Secondly, she asked that future budget sheets include the year-to-date figures, so Council has a point of reference on expenditures. She said she has the opposite viewpoint as Mayor Pro Tem Levine. This year and last year the City had an increase in tax revenue and she said it seemed high and she was also concerned this was a trend. There were expenses the City needed to provide or that are required and then there are things that are nice to have, not mandatory. She felt Council took a responsible look at the budget, but it could be improved.

In response to Councilmember Meyers question regarding the difference in the two (2) budgets, Finance Manager Boyd reviewed the Budget Changes FY 2017/2018 provided. (See Exhibit 4 – Budget Changes.)

Mayor Pro Tem Levine said he did not think he and Councilmember Meyer were disagreeing. No matter where City Council starts the process, City Council had an obligation to review and justify the line items in a way that is fiscally responsible. The notion that if you finish higher this year than last year you have done something wrong is missing the point. The point is to be fiscally responsible with every dollar.

Mayor Marshall reviewed the budget process, which starts around March.

The Mayor declared the public meeting closed at 8:00 p.m.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESERVE AT SOUTHRIDGE FINAL PLAT. [FLANIGAN]

City Administrator Flanigan reviewed the item for the Reserve at Southridge final plat, noting this was a 31 residential lot development between the existing Southridge Estates and the current FM 2551. The development started in the county or the city's extraterritorial jurisdiction (ETJ) where the city had no zoning controls and the property was annexed into the City of Parker, Texas. The City Administrator noted a letter from City Engineer John W. Birkhoff, P.E., reviewing the final plat was included in the council packet, and the engineer of record was present to answer any questions.

Mark Harris, Kimley Horn and Associates, 5750 Genesis Court, Frisco, TX, said the development is close to completion. They received the letter from Mr. Birkhoff and addressed those issues and should meet in the next couple days to verify completion is to the engineer's satisfaction. Mr. Harris reviewed Mr. Birkhoff's list.

Mayor Pro Tem Levine asked why Mr. Harris needed final plat approval today versus two (2) weeks from now. Mr. Harris said final approval would help in a time perspective, identifying the date of the contracts or timetable to convey pre-sold lots.

Councilmember Meyer asked if all the lots were one (1) acre lots and met the lot width requirement. Mr. Harris said yes and explained how the requirements were met.

Mayor Pro Tem Levine asked City Administrator Flanigan which roads the developer constructed and whether those roads were complete. Mr. Flanigan stated all the roads were complete with the exception the future FM 2551. There was some discussion of a waterline easement, which belongs to North Texas Municipal Water District (NTMWD), the drainage easement for the pond, and a sidewalk easement, granted or dedicated to the Homeowner's Association (HOA).

Mr. Harris said he did not think the HOA documents were finalized, but the sidewalk easement would be the HOA's responsibility.

Mayor Pro Tem noted in the future the developers need to have everything completed before the final plat is approved or the final plat approval needed to be tabled. City Administrator Flanigan said he would have a clean letter from City Engineer Birkhoff before the filing of the final plat.

Councilmember Standridge said he also felt uncomfortable approving the final plat before completion.

MOTION: Councilmember Standridge moved to approve the Reserve at Southridge final plat, subject to completing the punch list of items in City Engineer John Birkhoff's letter, dated August 9, 2017, and approval by the City Engineer. Mayor Pro Tem Levine seconded with Councilmembers Levine, Meyer, Pettie, Raney, and Standridge voting for the motion. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2017-544 APPROVING THE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PARKER, TEXAS AND THE CICHOSZ FAMILY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE. [SHELBY/FLANIGAN]

City Attorney Shelby reviewed the Cichosz land study process, stating on June 8, 2017, P&Z recommended City Council grant two (2) variances, 1) the subdivision water line would not be required to be looped at this time and 2) a fifty foot (50') street right of way (ROW) dedication, subject to engineering review and on June 20, 2017, City Council authorized City Attorney Shelby to prepare a development agreement with the two variances, subject to engineering approval, and noted the single point of entry would be addressed in the development agreement. Mr. Shelby said the development agreement for the Cichosz property, to be annexed into the City with certain caveats, was provided in the packet.

Councilmember Raney said the Cichosz have worked extensively on this development, it should be successful, and other area neighborhoods should accept it.

Councilmember Pettie inquired about fire and police services with only one entry/exit.

Mayor Pro Tem Levine asked if the Cichosz development agreement excluded the property from the platting process. City Administrator said the property would have

to go through the process with engineering review. Therefore, any issues, including fire, police and emergency services, would be discovered and addressed during that process and before the final plat is approved. City Administrator Flanigan agreed, stating items would probably be addressed before the preliminary plat is approved.

Mayor Pro Tem Levine asked that the order of the development plan be reorganized before it is signed. He also asked that Development Agreement, Section III. Water System, "3. Addition Water Easement – The City May require additional water/utility easements not depicted on Exhibit B in order to prepare for future development of adjacent property." be clarified to state the land owner/developer has agreed to dedicate any such easement(s) to the City. Mr. Cichosz said that was his understanding. Finally, under Section IV. Roadway System. "2. Interior Roadway Construction – On all interior roads in the subdivision, the City will allow the Property Owners/Developer to dedicate fifty (50) foot wide rights of way." should be clarified to state the developer would be responsible for the interior roads.

Mayor Pro Tem Levine asked City Attorney Shelby to review the annexation process, noting the City has agreed not to annex the property for essentially five (5) years unless certain conditions occur. City Attorney Shelby explained Section II. Annexation and Development, 5. Annexation and Zoning. and noted one of the annexation conditions or requirements would be the filing of a final plat and petitioning for annexation no less than sixty (60) days prior to filing of the final plat.

Mr. Cichosz explained the approved development agreement would assist in getting financing and they planned to move forward as soon as possible, as early as this fall, after financing, engineering and the preliminary plat are in place.

MOTION: Mayor Pro Tem Levine moved to approve Resolution No. 2017-544, authorizing certain noted modifications, and further authorizing the Mayor to execute the Cichosz development agreement. Councilmember Pettie seconded with Councilmembers Levine, Meyer, Pettie, Raney, and Standridge voting for the motion. Motion carried 5-0. (See Exhibit 5 – Corrected Cichosz Development Agreement.)

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2017-545 APPROVING PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 11 JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY. [BROOKS]

Police Chief Brooks stated the jail services agreement did not change and it is a one (1) year agreement.

MOTION: Councilmember Standridge moved to approve Resolution No. 2017-545, authorizing the execution of an Interlocal jail services agreement between the City of Parker and Collin County. Mayor Pro Tem Levine seconded.

Councilmember Pettie requested Section 11.2 Address (b) also include Mayor Z Marshall.

MOTION: Councilmember Standridge amended his motion to approve Resolution No. 2017-545, authorizing the execution of an Interlocal jail services agreement

between the City of Parker and Collin County and adding Mayor Z Marshall to Section 11.2 Address (b) in addition to Richard Brooks, Chief of Police. Mayor Pro Tem Levine seconded the amended motion.

Councilmembers Levine, Meyer, Pettie, Raney, and Standridge voting for the motion. Motion carried 5-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2017-546 APPROVING AN INTERLOCAL COOPERATION PURCHASING AGREEMENT BETWEEN THE CITY OF PARKER AND TEXAS DEPARTMENT OF PUBLIC SAFETY [BROOKS]

Mayor Marshall noted the agreement was basically the same other than the fact it was changing from a two (2) year agreement to a four (4) agreement.

MOTION: Mayor Pro Tem Levine moved to approve Resolution No. 2017-546, authorizing the execution of an Interlocal cooperation purchasing agreement between the City of Parker and the Texas Department of Public Safety or renewal. Councilmember Raney seconded with Councilmembers Levine, Meyer, Pettie, Raney, and Standridge voting for the motion. Motion carried 5-0.

ROUTINE ITEMS

11. FUTURE AGENDA ITEMS

- Update on the Home Rule Charter Commission

Mayor Marshall asked Mayor Pro Tem Levine to help develop criteria for the Home Rule Charter Commission selection process and size. Mayor Pro Tem Levine agreed, for discussion purposes, to prepare and present a description of what the Commission would hope to accomplish and provide a sample charter by either the August 29 or September 5 City Council meeting. It was noted the home rule process would take time to do properly and effectively. There was no set timetable. The commission should be a diverse group, represent the City of Parker, and work well as a team.

Councilmember Standridge thanked Mayor Pro Tem Levine for taking on this project for the City of Parker.

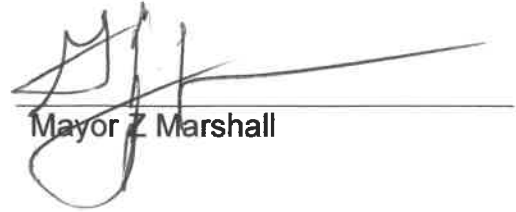
Mayor Marshall asked if there were any items to be added to the future agenda. Councilmember Meyer asked that an item regarding city sales tax be added for August 29, 2017. City Administrator Flanigan added Architectural Services. The Mayor also noted the next scheduled meeting would be Tuesday, August 29, 2017.

12. ADJOURN

Mayor Marshall adjourned the meeting at 9:00 p.m.



APPROVED:


Mayor Z Marshall

ATTESTED:


Patti Scott Grey, City Secretary

Approved on the 24th day
of October, 2017.

City of Parker

Budget Presentation
FYE 2017 / 2018

General Fund

FY 2017 / 2018

Starting Point – Balanced Budget Tax rate remains the same

	2016/2017 Budget	2017/2018 Budget
Revenue – 9.5% Increase	\$3,979,677	\$4,359,655
Transfers: Bond Funds	\$1,433,035	\$658,000
Transfers: County Funds	\$539,073	\$0
Transfers: Court Funds	\$10,500	\$7,000
Transfers: Reserves	\$466,433	\$226,174
Total Budget	\$6,428,718	\$5,250,829

Revenue Sources

- Property Taxes - \$3,062,855
 - Certified Values - \$886,882,187
 - Certified Values Released 07/25/17
- Building Permits - \$525,000
 - Projecting 75 new homes
- Franchise Fees - \$250,000
- Fines - \$200,000
- Sales Tax - \$150,000
- Other - \$171,800



Departments

- Administration
- Municipal Court
- Building & Code
- Public Works
- City Property
- Capital Improvements

Administration

- Total Budget - \$822,433
 - Decreased from last year by \$240,584 (22.6%)
- Economic Development
 - Development Agreement (Sailman) final payments
 - Down \$144,618 from previous year
- City Council Contingency
 - Reduced by \$103,600
 - Drainage project Included in last year's total

Municipal Court

- Total Budget - \$173,987
 - Decreased by \$20,642 (10.6%)
- State Court Costs - \$20,000
 - Reduced based on trends

Building and Code

- Total Budget - \$141,679
 - Up slightly from last year - \$5,497 (4%)
 - Personnel costs
 - Memberships up (added Personnel last year)

Public Works

- Total Budget - \$928,593
 - Decreased by \$126,439 (12%)
- Street Maintenance
 - Increased by \$140,000
 - Annual maintenance; Repairs
- Drainage
 - Reduced by \$225,000
 - Special Drainage projects completed
- Engineering
 - Reduced by \$50,000

City Property

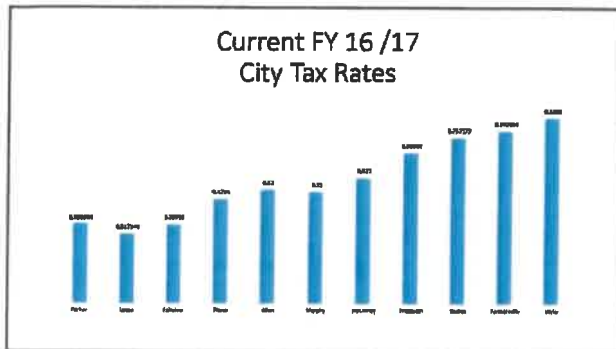
- Total Budget - \$124,000
 - Increased by \$3,250 (2.7%)
- Increased Utility Costs
 - Added Building (Public Works)
- Increased Insurance Costs
 - Increased due to Claim History
 - Hail Storms - 2015

Capital Improvements

- Total Budget - \$708,000
 - Reduced by \$1,264,108 (64%)
 - Allen Heights project completed
- Street Improvement Projects
 - Sycamore - \$500,000
 - Other Street Projects - \$158,000
- Architect Costs
 - Begin Design of New Municipal Complex - \$50,000

Debt Service

	2016 / 2017	2017 / 2015
2010 Refunding Bonds (07/15/2019)	\$ 76,886	\$ 76,844
2011 Refunding Bonds (02/15/2028)	\$264,901	\$264,662
2015 C/O - Streets (02/15/2025)	\$166,752	\$163,826
Total	\$508,539	\$505,332



**Comparing Cities using Parker Avg. Taxable
Value - \$573,735**

City	Tax Rate	Property Tax
Parker	.305384	\$1,099.78
Lucas	.317948	\$1,824.18
Fairview	.35999	\$2,065.39
Plano	.4785	\$2,745.90
Allen	.52	\$3,883.42
Murphy	.51	\$2,925.05
McKinney	.571	\$3,287.50
Princeton	.68985	\$3,958.14
Sachse	.757278	\$4,344.77
Farmersville	.787584	\$4,518.53
Wylie	.8487	\$4,670.44

- PROPOSED Tax Rate Meetings**
- Met to Discuss Tax Rate – 08/1/17
 - 1st Public Hearing
 - 08/15/17 – Today's meeting
 - 2nd Public Hearing
 - 08/29/17
 - Schedule to Vote on Tax Rate
 - 09/5/17 – *Super Quorum Required*

Proprietary Budget

FY 2017 / 2018

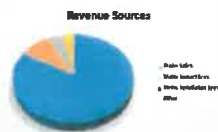
Starting Point – Balanced Budget

	2016 / 2017 Budget	2017 / 2018 Budget
Revenue / Expense	\$3,434,914	\$3,813,500
Fund Balance Transfers	\$150,000	\$500,000
TX DOT Funds*	\$1,700,000	\$1,700,000
Total Budget	\$5,284,914	\$6,013,500

*Pass thru only. TX DOT to reimburse us for costs to move waterline

Revenue Sources

- Water Sales - \$2,700,000
- Water Impact Fees - \$295,500
 - Projecting 75 New Homes
- Meter Installation Fees - \$150,000
- Other Income - \$90,000
 - Water Rebate - NTMWD
 - Interest Income
 - Late Fees



Water Department

- Increased Cost of Water - \$168,533
 - 9.7% Increase over last year
- Sensus Upgrade - \$58,000
 - Presentation by Sensus/Aqua Metrics
- Upgrade Servers
 - New backup systems - \$10,200
 - 50/50 Split with General Fund

Sewer Department

- Slight Increase to Revenue
 - New homes (Not all have sewer)
 - Includes Sewer Tap fees
- Sewer Operating Expense
 - NTMWD increased rates
 - Wastewater Treatment up 11.33%
 - Transportation up 18.09%

Sanitation Department

- Slight increase to Revenue
 - New homes
- Collection Costs remain flat
 - Department is self supporting

Annual Consumption

	August - July	
2009	416,000,000 Gallons	
2010	417,637,000 Gallons	
2011	538,654,000 Gallons	Take or Pay Minimum
2012	471,460,000 Gallons	
2013	488,489,000 Gallons	
2014	421,560,000 Gallons	
2015	361,481,000 Gallons	
2016	447,206,000 Gallons	
2017 YTD (May)	328,983,000 Gallons	

Debt Service

	2016 / 2017 Budget	2017 / 2018 Budget
2010 Refunding Bonds	\$110,640	\$110,581
Pay off date - 7/15/19		
2011 Refunding Bonds	\$247,480	\$247,257
Pay off date - 2/15/28		
Paying Agent Fees	\$1,500	\$1,500
Total	\$359,620	\$359,338

City of Parker
Fiscal Year 2017-2018
Budget Cover Page
September 5, 2017

EXHIBIT 2

This budget will raise more revenue from property taxes than last year's budget by an amount of \$232,554, which is an 8.22 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$114,313.

Property Tax Rate Comparison

	2017-2018	2016-2017
Property Tax Rate:	\$0.365984/100	\$0.365984/100
Effective Tax Rate:	\$0.348108/100	\$0.325429/100
Effective Maintenance & Operations Tax Rate:	\$0.285080/100	\$0.252541/100
Rollback Tax Rate:	\$0.368268/100	\$0.339009/100
Debt Rate:	\$0.060382/100	\$0.066265/100

Total debt obligation for City of Parker secured by property taxes: \$505,332

From: Andrew Piziali
Subj: City of Parker Proposed Budget 2017-2018

Dear Mr. Mayor and City Council,

Please read these prepared remarks to all present at the August 15 city council meeting, as I cannot attend:

"The power to tax involves the power to destroy; ..." So wrote Chief Justice John Marshall in the Supreme Court opinion decided in the 1819 case of *McCulloch v. Maryland*. This city council is slowly destroying the fabric of the city of Parker by exacting more and more money from its residents year after year. That fabric is the founders and early residents of our fair city, most of whom are living on fixed incomes. As you price them out of their homes, they are forced to move, leaving behind a city they love, neighbors they cherish, and memories beyond number.

This year you decided to increase my city property tax more than five percent. If you had adopted the "no new taxes rate," officially known as the effective tax rate, my city tax bill would have remained the same as last year. Why did you choose to seize more of my money? Because rather than setting a target city revenue at last year's revenue, plus inflation, and telling city staff this is what we have to make due with, you solicited wish lists ("proposed budgets") from those spending our money. Is that how you operate your home budgets? I think not.

I urge you to reject this tax increase, adopt the effective tax rate, and consider the old timers of Parker. We will no longer be "Uniquely Country" if the founders and their vision are lost to perpetual spending increases.

—

"Government is instituted to protect property of every sort ... This being the end of government, that alone is a just government which impartially secures to every man, whatever is his own." — James Madison

EXHIBIT 3

City of Parker Budget Changes FY 2017 / 2018					
Account	Description	Original Proposed Budget	Increase	Decrease	New Proposed Budget
1-65-6340	Utilities	14,000	1,000	0	15,000
1-65-6720	Improvements	24,000	0	1,000	23,000
	Totals	38,000	1,000	1,000	38,000

Account	Description	Original Proposed Budget	Increase	Decrease	New Proposed Budget
2-70-6100	Communications	5,000	1,750	0	6,750
2-70-5740	Water Repairs & Maintenance	100,153	0	1,750	98,403
	Totals	105,153	1,750	1,750	105,153

Certified Tax Values increased M & O by \$14,208

Economic Development was reduced by \$39,618 due to larger check written in current budget

Amount needed out of Reserves reduced by \$53,826

PROPRIETARY BUDGET:

Sewer Operating Expense was increased due to rate increases from NTMWD

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adj's)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
REVENUES					
1-10-4100	Current year taxes - M & O	2,300,103	2,557,523		2,557,523
3-90-4101	Current year taxes - I & S	508,538	505,332		505,332
1-10-4120	Delinquent taxes - M & O	35,000	40,000		40,000
3-90-4121	Delinquent taxes - I & S	10,000	11,000		11,000
1-10-4125	Penalties & Interest - M & O	14,000	14,000		14,000
3-90-4125	Penalties & Interest - I & S	4,000	4,000		4,000
1-10-4130	Building Permits	385,000	525,000		525,000
1-10-4135	Development Fees	50,000	20,000		20,000
1-10-4140	Franchise and Use Fees	250,000	250,000		250,000
1-10-4150	Special Use Permits	1,300	1,300		1,300
1-10-4160	Filing Fees	1,000	1,000		1,000
1-10-4170	Fines	200,000	200,000		200,000
1-10-4172	Parkfest Revenue	1,000	0		0
1-10-4174	Donated Dollars	2,500	8,150		8,150
1-10-4190	Other Income	22,000	22,000		22,000
1-10-4192	State of TX Training for Police	1,036	1,150		1,150
1-10-4220	Sales Tax Collected	150,000	150,000		150,000
1-10-4225	Mixed Beverage Tax	6,200	6,200		6,200
1-10-4400	Alarm Registrations	13,000	13,000		13,000
1-10-4500	Interest Income	25,000	30,000		30,000
	Sub-Total - Revenue	3,979,677	4,359,655	0	4,359,655
Fund Balance Transfers					
1-10-4866	Security Fund	5,000	2,000		2,000
1-10-4868	Bond Funds	1,433,035	658,000		658,000
1-10-4868	Capital Improvement Acct	539,073	0		0
1-10-4872	Technology Fund	5,500	5,000		5,000
1-10-4873	Reserves	466,433	280,000	(53,826)	226,174
	Sub-Total - Transfers	2,449,041	945,000	(53,826)	891,174
	Grand Total All Sources	6,428,718	5,304,655	(13,166)	5,250,829

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	ADMINISTRATION			
		2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
		Approved Budget	Proposed Budget (before adj's)	Adjustments	Proposed Budget
1-10-6000	Office Supplies	5,500	5,500		5,500
1-10-6010	Postage	7,500	6,000		6,000
1-10-6015	Printing	4,000	3,500		3,500
1-10-6016	Printing Projects	1,000	1,000		1,000
1-10-6020	Computer Equip & Software	14,000	24,350		24,350
1-10-6025	Website Maintenance	17,149	6,100		6,100
1-10-6030	Copy Machine Lease	1,700	1,450		1,450
1-10-6035	Office Equipment	3,500	1,500		1,500
1-10-6040	Newsletter Expense	4,000	2,500		2,500
1-10-6045	Memberships, Dues & Subscript	3,250	3,000		3,000
1-10-6050	Data Processing Tax Strmts	1,500	1,600		1,600
1-10-6055	Central Appraisal District	19,000	20,000		20,000
1-10-6060	Election Expense	15,000	15,000		15,000
1-10-6065	Legal Notice Advertisement	25,000	25,000		25,000
1-10-6070	County Filing Fees	1,500	1,500		1,500
1-10-6086	Economic Development	250,000	145,000	(39,618)	105,382
1-10-6090	Council/Boards - Food & Supp	2,500	2,500		2,500
1-10-6095	City Council Contingency	250,000	150,000	(3,600)	146,400
1-10-6875	Records Management	3,000	3,000		3,000
1-10-6920	Contingency - Admin	10,000	10,000		10,000
1-10-6930	Other Expense	5,507	6,010		6,010
1-10-7300	Auditor Fees	8,000	10,000		10,000
1-10-7400	Legal Fees	100,000	100,000		100,000
1-10-7600	Technology Support	15,500	15,500		15,500
1-10-7700	Codification Services	3,000	3,000		3,000
1-10-7900	Staff Training & Education	8,000	8,000		8,000
1-10-7905	Training (P&Z and Council)	8,000	8,000		8,000
1-10-8000	Salaries & Wages	204,370	209,954		209,954
1-10-8100	Overtime Wages	2,000	2,000		2,000
1-10-8200	TMRS Benefits	25,626	27,741		27,741
1-10-8250	Workers' Compensation	750	1,000		1,000

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget [before adjs]	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
1-10-8300	Employers Matching Medicare	3,065	3,146		3,146
1-10-8400	Health Insurance	30,600	33,300		33,300
1-10-8401	Health Insurance-Retirees	4,500	4,500		4,500
1-10-8600	Contingency-Personnel	5,000	5,000		5,000
Total Administration		1,063,017	865,651	153,700	822,433

PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017		2017 / 2018	2017 / 2018	2017 / 2018
		Approved Budget		Proposed Budget (before adjs)	Adjustments	Proposed Budget
POLICE DEPARTMENT						
1-20-6000	Office Equipment & Supplies		4,000	4,000		4,000
1-20-6010	Printing		5,150	5,150		5,150
1-20-6020	Computer Equip & Software		5,500	5,500		5,500
1-20-6045	Memberships, Dues & Subscript		6,500	6,500		6,500
1-20-6100	Communications		10,000	10,000		10,000
1-20-6200	Vehicle Fuel, Oil, Wash, Track		27,300	27,300		27,300
1-20-6340	Utilities		7,200	7,200		7,200
1-20-6410	Vehicle Repairs & Maintenance		20,000	20,000		20,000
1-20-6420	Camera & In-Car Video		5,000	5,000		5,000
1-20-6430	Departmental Equipment		12,000	12,000		12,000
1-20-6435	Electronic Repairs & Radios		2,000	2,000		2,000
1-20-6440	Crime Scene Equip & Supplies		1,000	1,000		1,000
1-20-6445	Crime Prevention		2,000	2,000		2,000
1-20-6450	Dispatch Services		35,000	28,598		28,598
1-20-6455	Inmate Boarding		3,000	3,000		3,000
1-20-6460	Uniforms & Equipment		8,800	8,800		8,800
1-20-6465	Animal Control		6,000	6,000		6,000
1-20-6470	Child Abuse Task Force		2,750	2,750		2,750
1-20-6475	Radio Equipment		5,000	5,000		5,000
1-20-6485	Ammunition		3,500	3,500		3,500
1-20-6495	New Patrol Unit		0	50,000		50,000
1-20-6878	Tuition Reimbursement		1,500	1,500		1,500
1-20-6881	Training (State Funded)		1,872	1,872		1,872
1-20-6883	Employment Evaluations		3,000	3,000		3,000
1-20-6885	Donated Dollars		2,744	8,150		8,150
TBD	ICS Records Management Sys		0	129,484		129,484
TBD	Replace Mobile Cameras/Body		0	0		0
TBD	Video/Data Storage		0	0		0
TBD	Two New Officers		0	81,496		81,496
1-20-6920	Contingency Expense		5,000	5,000		5,000
1-20-7800	Insurance - Liability		8,500	10,000		10,000
1-20-7900	Training & Education		10,000	10,000		10,000

PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adj's)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
1-20-8000	Salaries & Wages	594,882	613,484		613,484
1-20-8100	Overtime Wages	15,000	15,000		15,000
1-20-8200	TMRS Benefits	74,219	81,006		81,006
1-20-8250	Workers' Compensation	12,000	17,000		17,000
1-20-8300	Employers Matching Medicare	8,843	9,157		9,157
1-20-8400	Health Insurance	102,000	111,000		111,000
1-20-8600	Personnel Contingency	3,000	3,000		3,000
	Total Police Department	1,014,260	1,315,447	0	1,315,447

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adjts)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
MUNICIPAL COURT					
1-30-6000	Office Supplies	1,000	1,000		1,000
1-30-6020	Court Technology Fund	5,500	5,000		5,000
1-30-6080	Court Security Fund	5,000	2,000		2,000
1-30-6510	Court Refunds & Jury Costs	2,000	2,000		2,000
1-30-6520	State Court Costs	95,000	75,000		75,000
1-30-6545	Court Food & Supplies	225	225		225
1-30-7100	Judge Fees	6,420	6,420		6,420
1-30-7111	Prosecuting Attorney Fees	6,000	6,000		6,000
1-30-7900	Training & Education	1,200	1,200		1,200
1-30-8000	Salaries & Wages	54,482	55,844		55,844
1-30-8200	TMRS Benefits	6,652	7,188		7,188
1-30-8250	Workers' Compensation	160	200		200
1-30-8300	Employers Matching Medicare	790	810		810
1-30-8400	Health Insurance	10,200	11,100		11,100
Total Municipal Court		194,629	173,987	0	173,987

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017		2017 / 2018		Adjustments	2017 / 2018
		Approved Budget	Proposed Budget (before adis)				
FIRE DEPARTMENT							
1-40-6000	Office Equipment & Supplies	1,000	1,000				1,000
1-40-6010	Printing & Postage	300	300				300
1-40-6045	Memberships, Dues & Subscript	4,000	4,000				4,000
1-40-6100	Communications	2,000	2,000				2,000
1-40-6200	Vehicle Operations & Maint	18,000	18,000				18,000
1-40-6300	Medical Director	2,500	3,000				3,000
1-40-6305	Fire Marshall Expense	500	500				500
1-40-6310	Medical Transport	25,000	18,000				18,000
1-40-6315	Med Supplies (Consumables)	3,750	4,000				4,000
1-40-6320	Dispatch Services	33,400	34,000				34,000
1-40-6325	Reimbursement Per Call	10,000	10,000				10,000
1-40-6327	Stipend Pay	18,100	21,300		3,600		24,900
1-40-6335	Durable Medical Equipment	1,500	1,500				1,500
1-40-6340	Utilities	12,000	12,000				12,000
1-40-6345	Fire Suppression & Hazmat	1,000	1,000				1,000
1-40-6350	Equipment & Electronic Repairs	15,000	15,000				15,000
1-40-6360	Uniforms & Equipment	5,000	6,000				6,000
1-40-6365	Replacement Gear	5,000	8,000				8,000
1-40-6370	Software Licensing Fees	4,500	4,500				4,500
1-40-6375	Physicals & Drug Screens	1,000	1,000				1,000
1-40-6380	Building Maint & Upgrades	2,000	2,000				2,000
1-40-6395	Radio & Air Tank Replacement	10,000	10,000				10,000
1-40-7800	Insurance - Liability	7,000	8,400				8,400
1-40-7810	Workers' Compensation	4,000	10,885				10,885
1-40-7820	Insurance - AD&D	6,500	7,000				7,000
1-40-7900	Training & Education	10,000	10,000				10,000

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
TBD	Phase 2 radio upgrade/repl	0	150,000		150,000
1-40-7305	Consulting Services	0	0		0
1-40-8000	Salaries & Wages	147,165	150,000		150,000
1-40-8200	TWC Benefits	2,726	2,898		2,898
1-40-8300	Employers Matching Medicare	11,260	11,475		11,475
Total Fire Department		364,201	527,758	3,600	531,358

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
BUILDING & CODE					
1-50-6020	Computer Equip & Software	500	500		500
1-50-6045	Memberships, Dues & Subscript	350	500		500
1-50-6100	Communications	750	750		750
1-50-6200	Vehicle Fuel, Oil, Wash, Track	6,500	6,500		6,500
1-50-6910	Miscellaneous Supplies	500	750		750
1-50-6940	Uniforms	300	300		300
1-50-7800	Insurance - Liability	450	550		550
1-50-7900	Training & Education	1,500	1,500		1,500
1-50-7900	New Truck	0	0		0
1-50-8000	Salaries & Wages	96,439	98,963		98,963
1-50-8200	TMRS Benefits	11,719	12,681		12,681
1-50-8250	Workers' Compensation	475	600		600
1-50-8300	Employers Matching Medicare	1,399	1,435		1,435
1-50-8400	Health Insurance	15,300	16,650		16,650
Total Building & Code		136,182	141,679		141,679

PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
PUBLIC WORKS					
1-60-6340	Utilities	325	325		325
1-60-6610	Street Maintenance & Repairs	300,000	440,000		440,000
1-60-6630	Median Expense	75,500	80,000		80,000
1-60-6640	Drainage Expense	400,000	175,000		175,000
1-60-6650	Public Safety & Signage	18,000	18,000		18,000
1-60-6660	Tools & Equipment	5,000	5,000		5,000
1-60-6670	Vehicle & Tractor Expense	10,000	10,000		10,000
1-60-6675	Mower & Fuel	5,000	5,000		5,000
1-60-6830	Park Improvements	500	500		500
1-60-6840	Park Maintenance	2,400	2,400		2,400
1-60-6850	Parkfest	2,000	0		0
1-60-6860	Scouting Projects	1,000	1,000		1,000
1-60-7200	Engineering Fees	100,000	50,000		50,000
1-60-7210	Living Legacy Tree Program	2,000	2,000		2,000
1-60-7800	Insurance - Liability	1,200	1,450		1,450
1-60-8000	Salaries & Wages	94,537	96,996		96,996
1-60-8200	TMRS Benefits	11,649	12,591		12,591
1-60-8250	Workers' Compensation	1,600	1,950		1,950
1-60-8300	Employers Matching Medicare	1,371	1,406		1,406
1-60-8400	Health Insurance	22,950	24,975		24,975
Total Public Works		1,055,032	928,593		928,593

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
CITY PROPERTY					
1-65-6100	Communications	5,500	6,000		6,000
1-65-6340	Utilities	13,000	14,000	1,000	15,000
1-65-6710	Maintenance & Operations	40,000	40,000		40,000
1-65-6715	Rent - Modular Building	30,000	30,000		30,000
1-65-6720	Improvements	24,000	24,000	(1,000)	23,000
1-65-7800	Insurance - Liability	8,250	10,000		10,000
	Total City Property	120,750	124,000	0	124,000

City of Parker - General Fund

PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
CAPITAL IMPROVEMENTS					
5-92-6910	County Funds - Streets	539,073	0		0
5-92-6910	Street Improvement Projects	1,433,035	658,000		658,000
1-85-TBD	Architect Costs - Building	0	50,000		50,000
	Total Capital Improvements	1,972,108	708,000	0	708,000

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
DEBT SERVICE					
3-90-9020	2011 Refunding Bonds	264,901	264,661		264,661
3-90-9021	2015 C/O - Streets	166,752	163,826		163,826
3-90-9023	2010 Refunding Bonds	76,885	76,844		76,844
	Total Debt Service	508,538	505,332		505,332

2017 / 2018 Debt Service	505,332
Taxable Value	836,882,187

Debt Service Tax Rate	0.060383
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City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Approved Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
BUDGET SUMMARY					
	Revenues	3,979,677	4,359,655	0	4,359,655
	Transfers	2,449,041	945,000	(53,826)	891,174
	Grand Total All Sources	6,428,718	5,304,655	(53,826)	5,250,829
Expenses by Department					
	Administration	1,063,017	865,651	(43,218)	822,433
	Police Department	1,014,260	1,315,447	0	1,315,447
	Municipal Court	194,629	173,987	0	173,987
	Fire Department	364,201	527,758	3,600	531,358
	Building & Code	136,182	141,679	0	141,679
	Public Works	1,055,032	928,593	0	928,593
	City Property	120,750	124,000	0	124,000
	Capital Improvements	1,972,108	708,000	0	708,000
	Debt Service	508,538	505,332	0	505,332
	Total All Departments	6,428,718	5,250,447	(271,271)	5,250,829

2017 Taxable Values	RATE	836,882,187	Certified	0
M & O Revenue	0.305601	2,557,523		
I & S Revenue	0.060383	505,332		
Other Revenue		2,187,974	One Cent =	83,688
Combined Rate	0.365984	5,250,829		

City of Parker - Proprietary Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
REVENUES					
2-70-4010	Water Sales	2,663,164	2,700,000		2,700,000
2-70-4020	Meter Installation Fees	110,000	150,000		150,000
2-70-4030	Water Late Charges	20,000	20,000		20,000
	Water Impact Fees	0	295,500		295,500
2-70-4040	Other Income & Interest	70,000	70,000		70,000
2-75-4060	Sewer Revenue	246,750	248,000		248,000
2-80-4800	Sanitation Revenue	325,000	330,000		330,000
	Sub-Total - Revenue	3,434,914	3,813,500		3,813,500
Fund Balance Transfers					
2-70-4865	Capital Improvement Account	150,000	500,000		500,000
2-70-4866	TX Dot Revenue	1,700,000	1,700,000		1,700,000
	Sub-Total - Transfers	1,850,000	2,200,000	0	2,200,000
	Grand Total All Sources	5,284,914	6,013,500	0	6,013,500

City of Parker - Proprietary Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
WATER DEPARTMENT					
2-70-5700	Cost - North Texas Water	1,346,808	1,515,341		1,515,341
2-70-5720	Utilities - Water Distribution	45,000	45,000		45,000
2-70-5740	Water Repairs & Maintenance	85,000	100,153	(1,750)	98,403
2-70-5760	Equipment & Tools	3,000	6,000		6,000
2-70-5770	Vehicle Operation & Maintenance	15,000	15,000		15,000
2-70-6000	Office Supplies	3,000	3,000		3,000
2-70-6010	Printing & Postage	18,000	18,000		18,000
2-70-6020	Computer Equip & Software	4,000	72,500		72,500
2-70-6100	Communications	5,000	5,000	1,750	6,750
2-70-6680	Vehicle Purchase	35,000	0		0
2-70-6920	Contingency	20,000	30,000		30,000
2-70-7200	Engineering Fees	225,000	255,000		255,000
2-70-7300	Auditor Fees	8,000	10,000		10,000
2-70-7400	Legal Fees	30,000	30,000		30,000
2-70-7800	Insurance - Liability	17,500	19,600		19,600
2-70-7900	Training & Education	3,500	3,500		3,500
2-70-8000	Salaries & Wages	255,850	261,235		261,235
2-70-8100	Overtime Wages	4,000	4,000		4,000
2-70-8200	TMRS Benefits	32,342	34,534		34,534
2-70-8250	Workers Compensation	4,500	5,250		5,250
2-70-8300	Employers Matching Medicare	3,846	3,890		3,890
2-70-8400	Health Insurance	48,450	52,725		52,725
2-70-8600	Personnel Contingency	3,000	3,000		3,000
2-70-9500	Water System Improvements	450,000	850,000		850,000
2-70-9510	Move Water Line - Tx Dot	1,700,000	1,700,000		1,700,000
Total Water Department		4,365,796	5,042,728	0	5,042,728

City of Parker - Proprietary Fund
PROPOSED BUDGET
 FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017 Budget	2017 / 2018 Proposed Budget (before adjs)	2017 / 2018 Adjustments	2017 / 2018 Proposed Budget
SEWER DEPARTMENT					
2-75-5730	Sewer Operating Expense	215,000	264,000		264,000
2-75-5740	Sewer Repairs & Maintenance	16,000	16,000		16,000
2-75-5770	Vehicle Operation & Maintenance	500	500		500
2-75-7800	Insurance - Liability	450	540		540
2-75-8000	Salaries & Wages	9,729	10,546		10,546
2-75-8200	TMRS Benefits	1,069	1,360		1,360
2-75-8250	Workers Compensation	300	360		360
2-75-8300	Employers Matching Medicare	126	156		156
2-75-8400	Health Insurance	2,550	2,775		2,775
Total Sewer Department		245,724	296,237	0	296,237

City of Parker - Proprietary Fund
PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
SANITATION DEPARTMENT					
		Budget	Proposed Budget (before adjs)	Adjustments	Proposed Budget
2-80-5800	Garbage Collection Services	300,000	300,000		300,000
2-80-8000	Salaries & Wages	9,729	10,546		10,546
2-80-8200	TMRS Benefits	1,069	1,360		1,360
2-80-8250	Workers Compensation	300	360		360
2-80-8300	Employers Matching Medicare	126	156		156
2-80-8400	Health Insurance	2,550	2,775		2,775
Total Sanitation Department		313,774	315,197		315,197

PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
		Budget	Proposed Budget (before adj's)	Adjustments	Proposed Budget
DEBT SERVICE					
2-90-9010	Paying Agent Fees	1,500	1,500		1,500
2-90-9021	2011 Refunding Bonds	247,480	247,257		247,257
2-90-9023	2010 Refunding Bonds	110,640	110,581		110,581
Total Debt Service		359,620	359,338	0	359,338

BUDGET SUMMARY				
Revenues	3,434,914	3,813,500	0	3,813,500
Transfers	1,850,000	2,200,000	0	2,200,000
Grand Total All Sources	5,284,914	6,013,500	0	6,013,500
Expenses by Department				
Water Department	4,365,796	5,042,728	0	5,042,728
Sewer Department	245,724	296,237	0	296,237
Sanitation Department	313,774	315,197	0	315,197
Debt Service	359,620	359,338	0	359,338
Total All Departments	5,284,914	6,013,500	0	6,013,500

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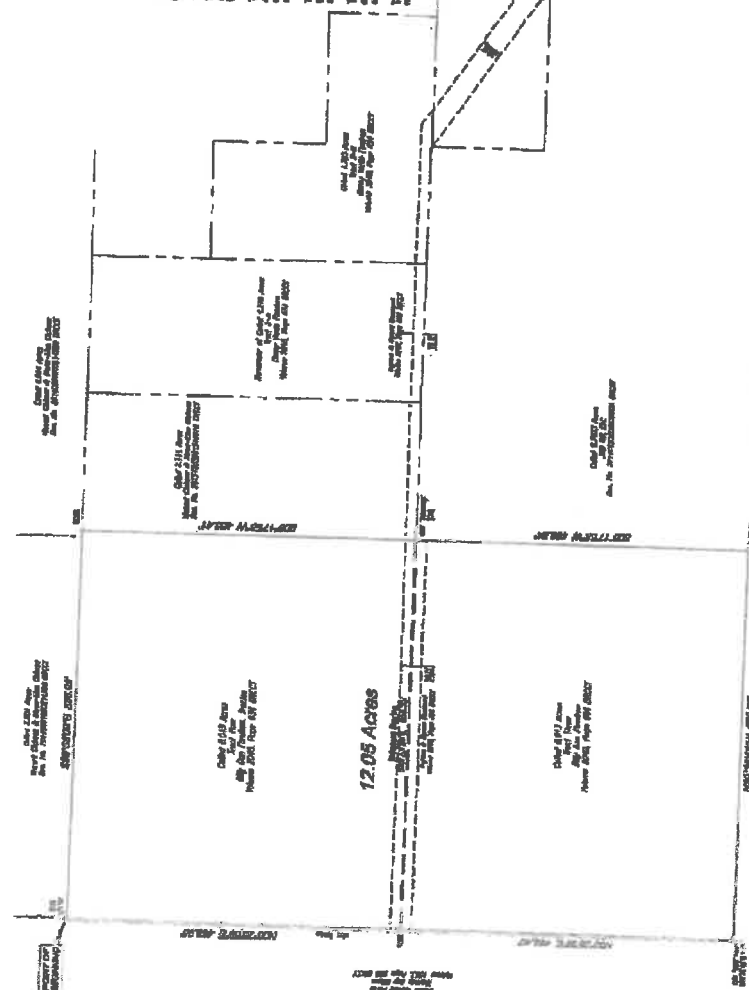
McClintock Road

Land Title Survey
12.05 Acres
Richard Sparks Survey, Abstract No. 850
Collin County, Texas
February 2017



Roome
Land Surveying
2000 Avenue A, Suite 210
Pine Bluff, Arkansas 71601
Phone (501) 432-4272 / Fax (501) 434-7222
A 1457 201797 / 140032786 0000

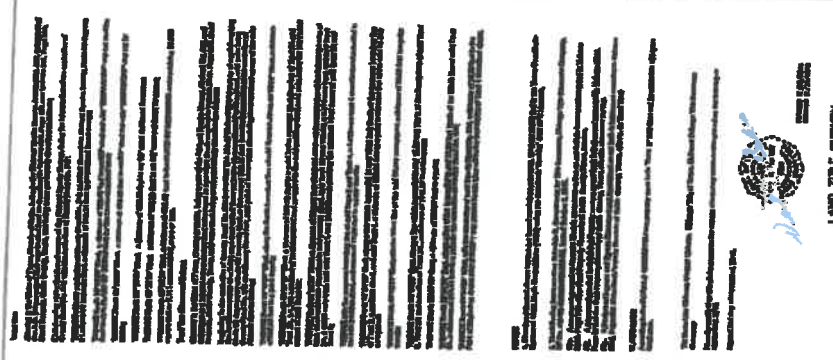
EXHIBIT 5



Reynolds's Evidence

I have just read on the 25th day of January, 1917, the survey on which the first system shown on the survey map is based, and the survey on which the second system shown on the survey map is based. The survey on which the first system shown on the survey map is based is the survey on which the first system shown on the survey map is based, and the survey on which the second system shown on the survey map is based is the survey on which the second system shown on the survey map is based.

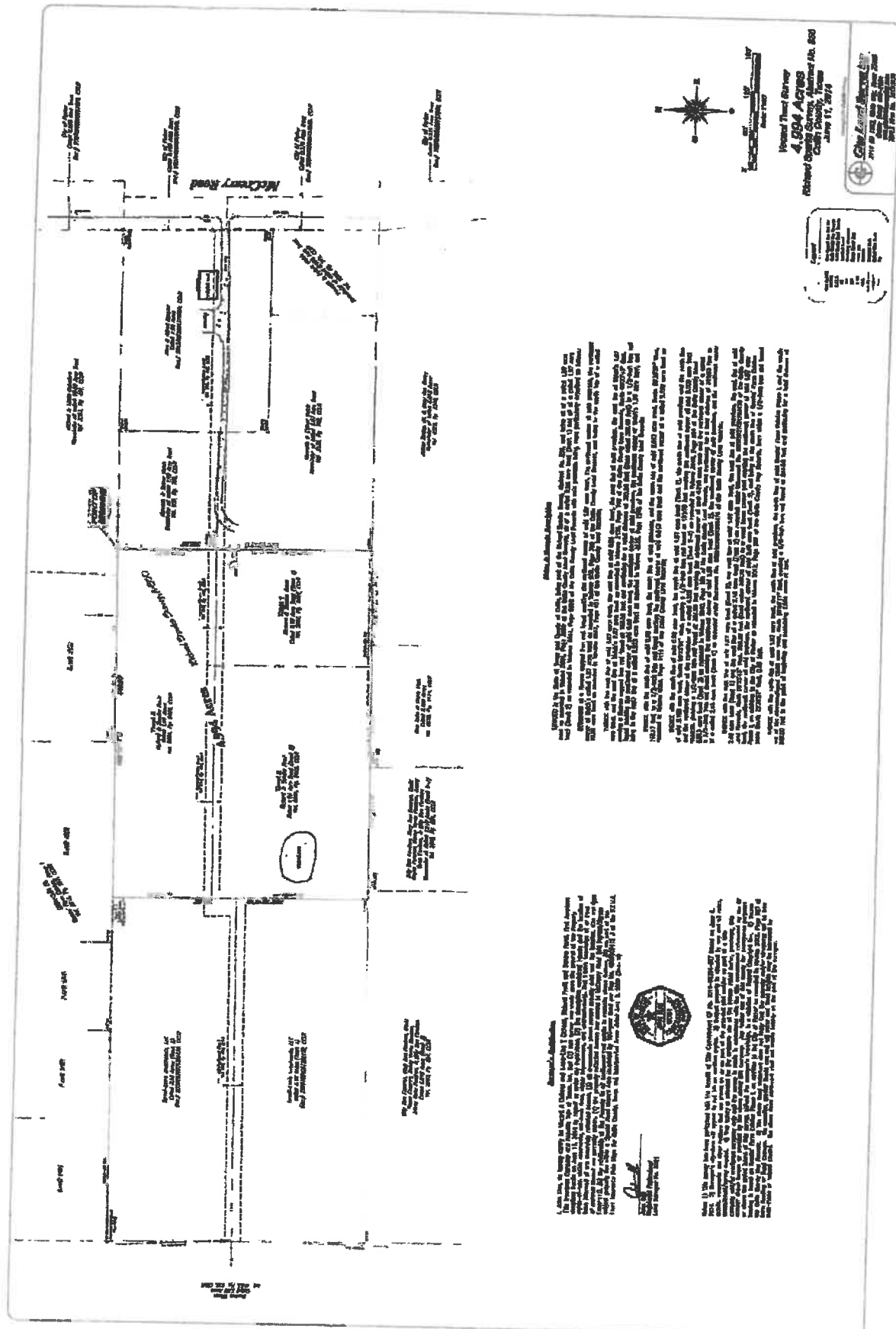
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2111 ACRE TRACT OF LAND

3088-2 MCCLEARY ROAD
WHELE, TX 75086
AND BEING ATTAINED IN THE
RICHARD SPARKS SURVEY, ABSTRACT NO. 240
COLLIN COUNTY, TEXAS

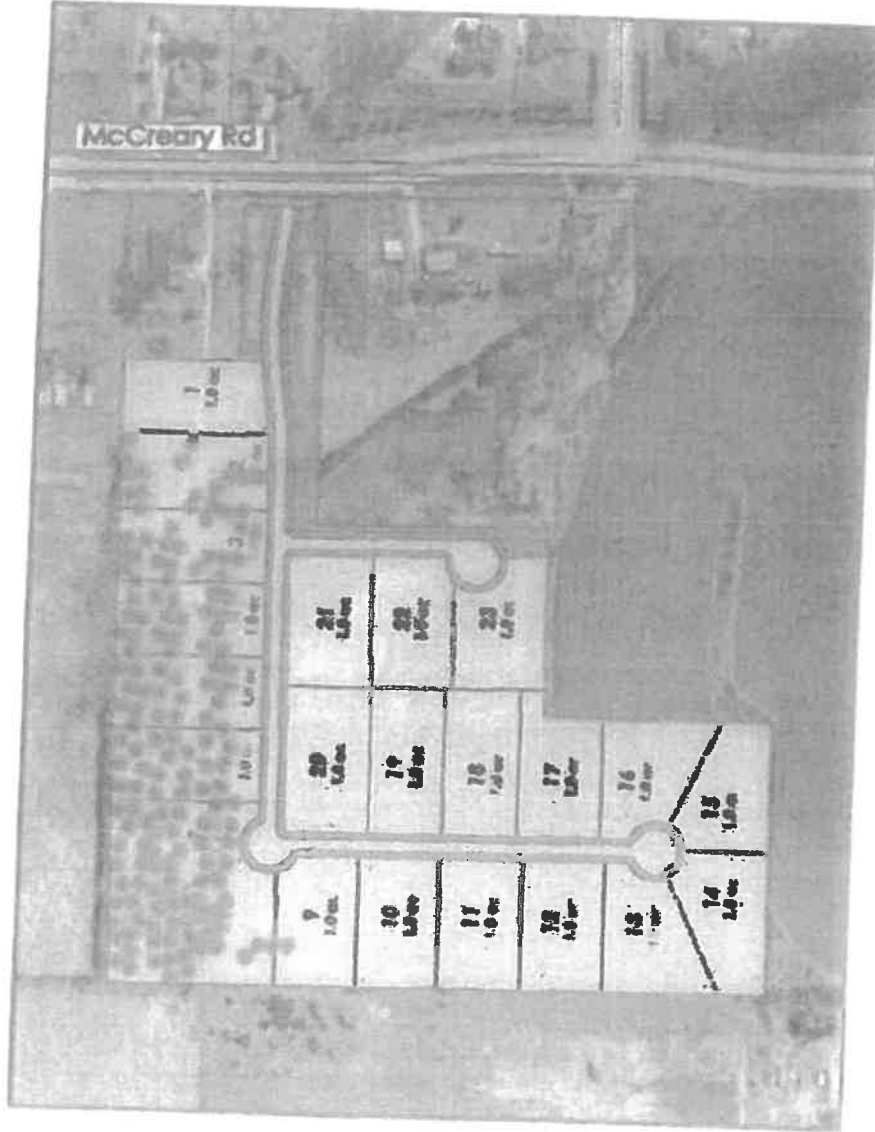
311



Section 1. The land shown on this map is a portion of the land owned by the State of Texas, and is situated in the County of ... The land is bounded by the ... and is situated in the ... of the ... The land is shown on this map as being ... and is situated in the ... of the ... The land is shown on this map as being ... and is situated in the ... of the ...

Section 2. The land shown on this map is a portion of the land owned by the State of Texas, and is situated in the County of ... The land is bounded by the ... and is situated in the ... of the ... The land is shown on this map as being ... and is situated in the ... of the ... The land is shown on this map as being ... and is situated in the ... of the ...





Clechosz Tract

Parter, Texas



09/27/2017 11:44:03 AM AG 1/19

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed this 15th day of August, 2017 (the "Effective Date"), by and among the CITY OF PARKER, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "City"), Vincent and Mona-Lisa Cichosz ("Property Owner" or "Developer"). The City, Property Owner and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Property Owner owns certain land and is the prospective purchaser of certain other land located in the extraterritorial jurisdiction ("ETJ") of the City and being more particularly described on Exhibit A attached to this Agreement and made a part hereof (the "Property"), and

WHEREAS, the Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement, and

WHEREAS, the Property Owner has been notified of his right under Section 43.033(7) of the Texas Local Government Code (the "Local Government Code"), to enter into a development agreement in lieu of annexation by the City, and the Property Owner has waived and does waive his right to avoid annexation of land under an agricultural exemption; all as set forth in this Agreement, and

WHEREAS, the Parties desire that the Property be developed into a quality development and agree that the securing of financing for the development of the Property requires an agreement providing long term certainty in regulatory requirements and development standards regarding the Property, and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability regarding future development of the Property that can be provided by a development agreement for property that is currently located in the ETJ of the City, and which is to be annexed into the City as set forth in this Agreement, and

WHEREAS, the Parties have the power and authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code,

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS.

"City Council" means the City Council of the City.

"Development Plan" means the Development Plan attached hereto as Exhibit B which Development Plan includes the Development Standards attached hereto as Exhibit C.

"Lender" means a person or entity that receives a collateral assignment, pledge, security interest, lien or other encumbrance of in all or any part of the Property or in Developer's right, title and interest in and to this Agreement to secure repayment of a debt or performance of an obligation by Developer.

"Lot Owner" means any "end-buyer of a fully developed and improved lot" within any platted single family residential subdivision as such phrase is used in Section 212.172(f) of the Local Government

Exhibit B

Code. Without limiting the foregoing, for purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user or occupant and (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City and recorded in the Official Real Property Records of Collin County, Texas.

II. ANNEXATION AND DEVELOPMENT.

1. Agreement Not to Annex. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City Property taxes, until annexed under the terms of this Agreement.

2. Development Plan. Development of the property shall be in accordance with the conceptual plan of development, which is incorporated herein by reference and attached hereto as Exhibit B (as the same may be modified from time to time by written agreement of the Property Owner and the City), the "Development Plan." All development applications shall substantially comply with the Development Plan. To prepare for possible future adjacent development, City may require additional water utility easement dedication not depicted in Exhibit B. Property Owner and City may make revisions to the development plan so long as the total number of single-family lots does not exceed twenty-three (23) lots. All ordinance provisions of the City not specifically modified by specific provisions of the Development Plan and Development Standards shall be in effect and enforceable within the property as they are in the remainder of the City. No lot shall be less than one net acre in size.

3. Regulations Applicable. The following regulations apply to development of the Property ("Governing Regulations"):

a. All regulations pertaining to the development of the Property set forth in this Agreement and all exhibits hereto (including the Development Plan);

b. The City's subdivision regulations of Chapter 155 Of the Code of Ordinances (as of the Effective Date of this Agreement), as specifically modified by the Development Standards attached hereto as Exhibit C; and

c. The special regulations set forth on Exhibit C ("Development Standards").

d. All uniform building, fire, plumbing, electrical, mechanical, energy, and property maintenance codes adopted by the City from time to time, including generally applicable local amendments thereto; and

e. The City's Single Family Transitional (SFT) Zoning Classification of Chapter 156 Of the Code of Ordinances (as of the Effective Date of this Agreement), as specifically modified by the Development Standards attached hereto as Exhibit C.

4. Inconsistent Development. Developer agrees that any development application that is submitted to the City for any portion of the Property during the term of this Agreement that is inconsistent with the Governing Regulations may be denied by the City.

5. Annexation and Zoning. The Parties agree that the Property shall not be annexed by the City prior to the fifth anniversary of this Agreement unless (a) the Property is no longer wholly owned by the Property Owner, or (b) the Property Owner files with the City a petition for annexation for the Property, whichever (a) or (b) may first occur. The petition to annex must be submitted no less sixty (60) calendar days prior to recordation of a final plat for the Property. Property Owner expressly agrees and consents that the Property may be annexed, in whole or in part, by the City on the first occurring of the following:

a. The fifth anniversary date of this Agreement has passed,

b. The Property Owner does not own the Property, either through conveyance to an end buyer, or through foreclosure, or otherwise; or

c. Failure to submit a valid formal plat within the first five years after the Effective Date of this Agreement, and/or failure to timely submit a petition for annexation.

Upon annexation, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the Property that it otherwise enjoys under the law to enforce development regulations within the City limits. Following annexation, the Parties contemplate and the Property Owner expressly agrees that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations. The City agrees, to the extent permitted by Section 212.172 of the Texas Local Government Code, to zone the Property to a district (SFT) that is consistent with the Governing Regulations. Regardless of the zoning of the Property after annexation, nothing herein shall be construed to prevent the Property from being developed in accordance with this Agreement. If the Property is zoned as contemplated by the Parties, the zoning shall be consistent with the Governing Regulations. Following annexation and zoning of the Property, any development of the annexed land may begin and shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Property Owner may, at its option, choose to develop in accordance with such zoning.

III. WATER SYSTEM.

1. **Certificate of Convenience and Necessity** - The City is the holder of a water CCN that includes the Property.

2. **Water Service** - The City hereby represents that water capacity and pressures shall be available to serve the Development on the same basis as other properties within the same service area as the development. Property Owner agrees and acknowledges the water supply to the City and the Property is subject to the terms and conditions of the City's sole source of potable water, the North Texas Municipal Water District, and the City has no duty to provide any additional source, quantity, or quality of water to the Property than that provided by NTMWD to the City.

3. **Additional Water Easement** - The City may require additional water/utility easements not depicted on Exhibit B in order to prepare for future development of adjacent property. Developer agrees to dedicate any such easement to the City.

IV. ROADWAY SYSTEM.

1. **McCreary Road** - Property Owners/Developer will not be required to make any improvements to McCreary Road.

2. **Interior Roadway Construction** - On all interior roads in the subdivision, the City will allow the Property Owners/Developer to dedicate fifty (50) foot wide rights of way.

3. **Developer responsible for costs** - Developer shall bear all costs for construction of interior roadways.

V. TERM OF AGREEMENT.

This Agreement is a development agreement authorized by Section 212.172 of the Local Government Code. This Agreement shall continue in effect for a term of fifteen (15) years after the Effective Date and may be renewed by written agreement of the City and the Property Owner/Developer for two (2) successive periods of fifteen (15) years each, up to a maximum of forty-five (45) years after the Effective Date.

VI. COLLATERAL ASSIGNMENT BY PROPERTY OWNER/DEVELOPER TO LENDER.

Property Owner/Developer shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber its right, title and interest in and to this Agreement for the benefit of its Lender 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, or, unless the Lender becomes the Property Owner of all or some portion of the Property. 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.

VII. TERMINATION.

In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. This Agreement may be terminated by the mutual written agreement of the Parties.

VIII. DEFAULTS.

1. If a party is in default under this Agreement, the non-defaulting party must notify all parties in writing of an alleged failure by the non-defaulting party to comply with a provision of this Agreement, which notice must specify the alleged failure with reasonable particularity. The alleged defaulting party must, within thirty (30) days after receipt of such notice or such longer period of time as may be specified in such notice, either cure such alleged failure or, in a written response, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

2. The non-defaulting party must determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting party. The alleged defaulting party must make available, if requested, any records, documents or other information necessary to make the determination.

3. If the non-defaulting party determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, or that such failure is excusable, such determination must conclude the investigation.

4. If the non-defaulting party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured in a manner and in

accordance with a scheduling reasonably satisfactory to the non-defaulting party, then the non-defaulting party may proceed to mediation.

5. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described hereinabove, the parties agree to submit the disputed issue to non-binding mediation. All parties to this Agreement shall participate in this mediation. The parties must participate in good faith, but in no event must they be obligated to pursue mediation that does not resolve the issue within two (2) days after the mediation is initiated or fourteen (14) days after mediation is requested. The parties participating in the mediation must share the costs of the mediation equally.

6. In the event of a determination that the defaulting party has committed a material breach of this Agreement that is not resolved in mediation, the non-defaulting party may file suit in a court of competent jurisdiction in Collin County, Texas, and seek any relief available at law or in equity.

IX. MISCELLANEOUS

1. **Notice.** Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given (i) by certified or registered mail and shall be deemed to have been given and received two (2) days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, or (ii) by personal delivery and/or by recognized overnight delivery service and shall be deemed to have been given and received upon such delivery. Such notice shall be given to the parties hereto at the address set forth in Exhibit D attached hereto. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

2. **Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

3. **Savings/Severability.** In case anyone or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, 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 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.

4. **Authority.** Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to the Agreement.

6. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

7. **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

8. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all 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 any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

9. **Time is of the Essence.** Time is of the essence in this Agreement.

10. This Agreement constitutes a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.

11. **Recordation and Releases and Estoppel**

a. **Recordation.** Pursuant to the requirements of Section 212.72(c) (4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of Collin County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property ("Successors"); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term "land use and development regulation that apply to specific lots" mean the Development Standards applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).

b. **Releases.** From time to time upon written request of Property Owner/Developer, any assignee, any lender, or any successor, the City staff may execute, in recordable form, a release of this Agreement if the requirements of subsection (a) above have been satisfied (subject to the continued applicability of the applicable regulations in accordance with this Agreement). In addition, the City Administrator shall have the authority (but not the obligation) from time to time, to execute further releases of this Agreement with respect to specific tracts of land within the Property, if, in the sole discretion of the City Administrator, such releases are in the best interest of the City. Notwithstanding any other provision of this Agreement, any portion of the Property released from this agreement may be immediately annexed by the City, as may any portion of the Property conveyed to an "end user".

c. **Estoppel.** From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute a written estoppel certificate to the person or entity making the request: (1) describing, in detail, the status (e.g., unperformed, partially performed, or fully performed) of any material obligation that is identified in the request; (2) identifying any material obligations that are in default or which, with the giving of notice or passage of time, would be in default; and (3) stating that, except as otherwise identified, and to the extent true, that to the best knowledge and belief of the City, the parties are in substantial compliance with their material obligations under this Agreement.

12. **Assignment of Agreement.** Any assignment of this Agreement to an unaffiliated or unrelated entity of Developer requires approval of the City, which approval shall not unreasonably be withheld. A related or unrelated assignee under this subsection shall be subject to all of Developer's

obligations as set forth in this Agreement.

13. **Authority.** Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

14. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed; and pursuant to Section 212.172 of the TBX.LOC.GOV'T CODE as to the City.

15. **Binding Effect.** This Agreement runs with the land and will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.

16. **Authority.** The City represents and warrants that this Agreement has been approved by the City Council of the City 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 the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of the Developer has been authorized to do so. Each assignee, lender or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

17. **Governmental Powers; Waivers of Immunity.** By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights.

Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

18. **Effective Date.** The Effective Date of this Development Agreement shall be the date on which this Agreement is approved by the City Council of the City. The Agreement must be approved and executed by Property Owner and Developer prior to the City approval.

[SIGNATURE PAGE FOLLOWS]

PROPERTY OWNERS/DEVELOPERS:

Mona-Lisa and Vince Cichosz

By:

Mon - Lisa Cichos

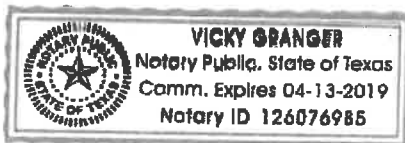
By:

Mon - Fri 9:00 - 5:00

Vince Michos

STATE OF TEXAS §
§
COUNTY OF DALLAS §
§

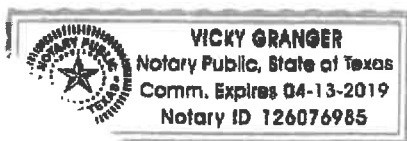
This instrument was acknowledged on the 23rd day of August, 2017, by _____ (Mona-Lisa Cichosz), the Partner of the Mona-Lisa and Vincent Cichosz development, a Texas development, on behalf of said development partnership.



Kicky Lange
Notary Public in and for the State of Texas
My Commission Expires: 4/13/19
(date)

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged on the 23rd day of August, 2017, by _____ (Vincent Cichosz), the Partner of the Mona-Lisa and Vincent Cichosz development, a Texas development, on behalf of said development partnership.



Vicky Hunter
Notary Public in and for the State of Texas
My Commission Expires: 4/13/19
(date)

EXHIBIT C

Development Standards

The following uses and standards shall be applied to the Property:

1. **Uses:**
 - a. Single Family Residential and accessory uses per Single-Family Transitional district requirements in the City Comprehensive Zoning Ordinance.
 - b. Any lot not improved with a single-family residence contiguous to a commonly owned lot improved with a single-family residence shall have the additional permitted uses per Agricultural-Open Space district requirements in the City Comprehensive Zoning Ordinance for so long as the lot remains contiguous, commonly owned, and not improved with a single-family residence. Accessory building setbacks for such lots shall be those in this Exhibit C, Section 3.
2. **Lot Size Requirements:**
 - a. Minimum lot size: Not less than one acre.
 - b. Average lot size: Not less than one acre.
3. **Building Setbacks:**
 - a. Front setback=50 feet.
 - b. Side setback=25 feet, side setback at corner=25 feet.
 - c. Rear setback=30 feet.
4. **Minimum Living Space:**
 - a. Minimum 3000 square feet of air-conditioned living space.
5. **Interior Streets and Rights-of-Way:**
 - a. Cul-de-sacs may exceed 600 feet in length substantially conforming to the Development Plan (Exhibit B).
 - b. 50 foot right of way dedication.
 - c. Single entry cul-de-sac shall be permissible substantially conforming to the Development Plan (Exhibit B).
6. **Water**
 - a. Water looping is not required if Developer provides City approved flushing means, subject to approval of city engineer.
 - b. City may require additional water utility easement dedication between lots 14 and 15 and along lot 23 for future development of adjacent property.
7. **Accessory Buildings**

Accessory building shall comply with applicable city ordinances.
8. **Detached Dwellings:**
 - a. No detached dwelling may be constructed on less than 1.5 acres.
9. **Fencing:**
 - a. Wrought iron or rail fencing per City of Parker ordinances.
 - b. No fences shall be permitted in front yard areas and side yards extending beyond the house

facade, except for lots of 2 acres or more.

10. Utilities:

- a. All utilities shall be installed underground.

11. Mailboxes:

- a. Curb-side mailboxes constructed of the same material as the residence constructed on the lot.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/27/2017 11:44:03 AM
\$98.00 DFOSTER
20170927001294070



A handwritten signature in cursive script, which appears to read "Stacey Kemp", is written over a faint, larger version of the same signature.