



## AGENDA

### CITY COUNCIL MEETING

**January 17, 2012 @ 6:30 PM**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, January 17, 2012 at 6:30 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

#### **CALL TO ORDER – Roll Call and Determination of a Quorum**

#### **EXECUTIVE SESSION 6:30 – 7:00 PM**

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - a. Govt. Code 551.074— Personnel--to deliberate the appointment and employment of a City Administrator.
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

#### **PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: I pledge allegiance to the flag of the United States of America; and to the republic for which it stands, one nation under God, indivisible with liberty and justice for all.

TEXAS PLEDGE: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

#### **PRESENTATION**

4. PRESENTATION BY KIM DUFFY, STUDENT FROM ART INSTITUTE OF DALLAS WHO HAS DONE A PHOTOGRAPHIC SERIES ON PARKER.

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

## INDIVIDUAL CONSIDERATION ITEMS

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM JANUARY 3, 2012.
6. DISCUSSION AND UPDATE ON THE 2012 JAPAN GRASSROOTS SUMMIT BY COORDINATOR SHARON HARGROVE.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE WAL-MART SITE IN THE CITY OF LUCAS.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-361 AN INTERLOCAL AGREEMENT WITH LOVEJOY ISD FOR SEWER SERVICE.
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ELECTION EQUIPMENT, SUPPLIES AND SERVICE FOR THE MAY, 2012 ELECTION.
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE ROLES AND DUTIES OF PARKER BOARDS AND COMMISSIONS.

## ROUTINE ITEMS

11. FUTURE AGENDA ITEM REQUESTS.
12. UPDATES
  - a. Monthly Reports – Animal Control, Police, Building, Finance, Website
13. ADJOURN

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions that require that a meeting be open. Should Council elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on January 13, 2011 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

---

Date Notice Removed

Carrie L. Smith, TRMC, CMC  
City Secretary

The Parker City Hall is Wheelchair accessible. Sign interpretations or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972 442 6811.



## Council Agenda Item

Budget Account Code:	Meeting Date: January 17, 2012
Budgeted Amount:	Department/ Requestor: Mayor Cordina
Fund Balance-before expenditure:	Prepared by:
Estimated Cost:	Date Prepared: 1/13/2012
Exhibits:	

### AGENDA SUBJECT

PRESENTATION BY KIM DUFFY, STUDENT FROM ART INSTITUTE OF DALLAS WHO HAS DONE A PHOTOGRAPHIC SERIES ON PARKER.

### SUMMARY

*"Kim Duffy is a Plano resident and a senior in the photography department at the Art Institute of Dallas. This past fall she was in a documentary photography class and given a ten week assignment to choose a small town 'without a Wal-Mart'. Having grown up on the edge of Parker and Plano, she decided Parker would be a perfect town rich with scenery and history to document. Kim is set to graduate in June with her BFA in Photography and plans to go to graduate school this coming fall."*

Inter – Office Use			
<b>Approved by:</b>			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	



## Council Agenda Item

Budget Account Code:	Meeting Date: January 17, 2012
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 1/5/2012
Exhibits:	1) Proposed Minutes

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES  
FROM JANUARY 3, 2012.

### SUMMARY

Please review the attached meeting minutes for the January 3 Council meeting. I will contact you prior to the meeting for any changes or comments.

Carrie

### POSSIBLE ACTION

Approve  
Table  
Deny

---

Inter – Office Use			
Approved by:			
Department Head:	<i>Carrie Smith</i>	Date:	1-9-2012
City Attorney:		Date:	
City Administrator:	<i>John Johnson</i>	Date:	1-13-12

**MINUTES**  
**CITY COUNCIL MEETING**  
**January 3, 2012**

**CALL TO ORDER – Roll Call and Determination of a Quorum**

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

Mayor Cordina called the meeting to order at 6:05 p.m. with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine present. A quorum was present.

Staff Present: City Attorney James Shepherd, Interim City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/HR Manager Johnna Boyd, Police Chief Tony Fragoso and Fire Chief Mike Sheff.

**EXECUTIVE SESSION 6:00 – 7:00 PM**

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:

Mayor Cordina recessed the regular meeting at 6:05 p.m.

a. Govt. Code 551.074— Personnel--to deliberate the appointment, employment, evaluation, reassignment, or duties, of a public officer or employee----City Administrator, Assistant City Administrator, City Secretary, Finance/HR Manager, Police Chief, Police Officers, Court Clerk, Building Official, Water Department Employees, Administrative Assistant, Utility Billing Clerk, Mayor and Councilmembers.

2. RECONVENE REGULAR MEETING.

Mayor Cordina reconvened the regular meeting at 7:05 p.m.

3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

No action.

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Resident Lee Pettle led the pledge.

TEXAS PLEDGE: Councilmember Leamy led the pledge.

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

Parker Lake Estates Home Owner's Association President David Leamy requested the City's assistance to work with the City of Lucas and Wal-mart to improve the landscape buffer for the Wal-Mart site in Lucas. This item will be placed on a future agenda for discussion.

## INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM NOVEMBER 1, 2011.

MOTION: Mayor Pro Tem Marshall moved to approve the minutes as written. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM NOVEMBER 15, 2011.

MOTION: Councilmember Leamy moved to approve the minutes as written. Councilmember Evans seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM DECEMBER 6, 2011.

MOTION: Councilmember Sumrow moved to approve the minutes as written. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall and Levine voting for. Evans abstained. Motion carried 4-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-358 APPROVING A LEASE AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS FOR BIZHUB C452 COPIER.

City Attorney Shepherd has been working with Konica Minolta to finalize the contract. He is awaiting a written letter stating no taxes are to be charged to the City .

MOTION: Councilmember Levine moved to approve Resolution 2011-358 subject to receiving a letter from Konica Minolta Business Solutions stating the City is not responsible for any taxes; and amending Section 1 of the Resolution by adding a "C" to the model number. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

City Attorney Shepherd will revise the Resolution and return for execution once the letter from Konica Minolta is received.

City Secretary Smith was asked to void resolution number 2011-358 and reassign the next available number beginning with 2012.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-360 AMENDING THE NEWSLETTER GUIDELINES.

MOTION: Councilmember Levine moved to approve Resolution 2012-360 appointing Councilmember Sumrow to the vacancy on the committee, and removing Section 2.1.1 from the Guidelines. Councilmember Marshall seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-361 AN INTERLOCAL AGREEMENT WITH LOVEJOY ISD FOR SEWER SERVICE.

Interim City Administrator Flanigan requested this item be tabled to a future date to allow City Attorney Shepherd additional time to finish the contract negotiations.

Item was tabled.

10. CONSIDERATION AND/OR APPROPRIATE ACTION ON ANTICIPATED USE OF FUNDRAISING DOLLARS BY THE FIRE DEPARTMENT DURING FY 2011-2012.

Fire Chief Sheff reviewed the Fire Department's forecast of expenditures with respect to proceeds from the annual fundraiser and other donations received from time to time. Approximately \$61,000 in proceeds was received from the 2011 fundraiser.

\$32,500 will be spent in FY 2011-2012 on the following items:

- a) \$5,000 to install temperature control devices (air conditioning/heating of the cab) on Engine 1 and to modify the interior of the cab in order to store advanced life support equipment and drugs on-board the engine while it sits in the fire station.
- b) \$5,000 to purchase a small, 16 foot cargo trailer to hold the department's specialized rope and swift water rescue equipment and gear.
- c) \$17,500 to be "reserved" for the future purchase of a Lifepak 15 defibrillator/monitor. The monitor will be purchased during FY 2013.
- d) \$5,000 for contingency purposes.

Council thanked Chief Sheff for presenting the plan and requested a monthly statement be sent to Finance Manager/H.R. Boyd. It was suggested that the information in the Chief's report be included in a future newsletter. (See Exhibit 10A for complete report).

**11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON TML TRAINING/ MEETING FOR MAYOR CORDINA.**

No action.

**ROUTINE ITEMS**

**12. FUTURE AGENDA ITEM REQUESTS.**

Discussion on Lucas Wal-mart site.  
LISD Sewer Service Agreement.

**13. UPDATES**

a. Property Cleanup

Interim City Administrator Flanigan noted the City would be renting equipment to remove the concrete foundation from the old water tower, as well as the storm cellar.

He also noted he and Mayor Pro Tem Marshall attended a meeting at North Texas Municipal Water District (NTMWD) and the drought conditions are not improving. NTMWD may implement Stage 4 water restrictions in April. The restrictions may have a severe impact on the City's water revenue and may prohibit any new home permits.

b. November Department Reports – Finance, Police, Animal Control, Fire, Building, website

**14. ADJOURN**

Mayor Cordina adjourned the meeting at 8:10 p.m.

APPROVED:

---

Joe Cordina  
Mayor

ATTESTED:

---

Carrie L. Smith, TRMC, CMC  
City Secretary

APPROVED on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2012.

**Exhibits**  
10A – Fire Department Report

---



## **Anticipated Use of Fundraising Dollars by the Fire Department during FY 2011\_2012**

### **Background:**

During the budget workshop last summer I was asked to provide Council for informational purposes the fire department's forecast expenditures with respect to proceeds from our annual fundraiser and other donations received from time to time.

For background, the fire department is administered by a leadership team which I head. The leadership team, all of whom are Parker residents, consists of myself as Fire Chief, Richard Sherard as Assistant Fire Chief and the division chiefs of our three functional areas: Operations (Marcus Allen), Emergency Medical Services (Kelley Stalder) and Administration (Pete Loughlin). Based upon recommendations from each member of the leadership team with respect to their area of responsibility, we develop our capital and other needs (based upon a strategic vision we adopted some time ago), then meet and prioritize the items. Independently, I set for the leadership team the amount of the fundraising proceeds I believe should be retained by the department for future needs and the amount of funds to be spent during this current fiscal year based upon the priorities set by the team.

### **Anticipated use of fundraising dollars during FY 2011\_2012:**

We raised approximately \$61,000 in proceeds from the 2011 fundraiser. About half is to be retained for future needs of the department and about half is to be spent on the items noted below. By saving for the future we build over time sufficient funds to facilitate the purchase of large dollar items. I believe such a financial plan is consistent with the spirit of those who donated the funds, is fiscally prudent and sound and is in the best interests of the citizens of Parker.

In order of priority, we have set aside \$32,500 of the \$61,000 raised by the fundraiser as follows:

\$5,000 to install temperature control devices (air conditioning/heating of the cab) on Engine 1 and to modify the interior of the cab in order to store advanced life support equipment and drugs on-board the engine while it sits in the fire station.

**Strategic Need:** Presently, we store our advanced life support bags (including drugs) in the watch room along with the defibrillator. When a medical call or accident call is received, the items are moved to Engine 1. Unfortunately, there have been times where the equipment and drugs were left behind. To ensure the equipment is always where it needs to be we plan to add the additional temperature controls to the cab that will operate off of the 120 volt land line that is attached to each



apparatus when they sit in the apparatus bay. We will obtain the requisite approval from City Administration before adding the additional land line.

\$5,000 to purchase a small, 16 foot cargo trailer to hold the department's specialized rope and swift water rescue equipment and gear.

**Strategic Need:** Presently, our technical rescue equipment is stored either on Engine 10 or in the fire station bunker room. In order to reach necessary firefighting equipment at the scene of a fire the rescue equipment must first be removed from Engine 10. This includes removing the heavy stokes basket which requires two firefighters to safely move. The use of a small trailer for technical rescue equipment is common for fire departments. A hitch will be added to the rear of Brush 1 to accommodate the trailer. The trailer will remain inside the fire station and will be attached to Brush 1 if and when it is needed.

\$17,500 to be "reserved" for the future purchase of a Lifepak 15 defibrillator/monitor. The monitor will be purchased during FY 2013.

**Strategic Need:** Several years ago as a pre-requisite to initiating advanced life support services we purchased a pre-owned Lifepak 12 defibrillator/monitor for approximately \$15,000 or half the cost of a new defibrillator. The Lifepak 15 is the current Lifepak model in-market today and has enhancements over the 12 model that is desired by our medical control physician. The Lifepak model of defibrillator is used by East Texas, Wylie FD, Plano FD and Murphy FD. The manufacturer has advised us that the model 12 has reached the end of its lifecycle with the manufacturer and will no longer be supported after 2013. We are placing half the estimated \$35,000 purchase price of a model 15 into "reserve" and plan on purchasing a LifePak 15 during FY 2013. As an aside, in the past five months we have responded to three instances of cardiac arrest in Parker.

\$5,000 for contingency purposes.

**Strategic Need:** We typically are faced with the need to supplement specialized training over and beyond that in the city budget or the purchase of unforeseen equipment needed on an immediate-need basis. This includes nozzles, hose, IT items and the like. These items are consistent with the purpose of the fundraising.

#### **Summary:**

In round numbers the fire department has accumulated \$161,000 in total fundraising dollars that are held in either bank accounts or C/Ds. These monies include the results of our most recent fundraiser. Based upon the above-referenced use of proceeds as established by the fire department's leadership



team we expect to reduce the \$161,000 to \$128,500 in available funds for future needs plus an additional \$17,500 set aside for the Lifepak 15.

Mike Sheff  
Fire Chief

November 28, 2011



## Council Agenda Item

Budget Account Code:	Meeting Date: January 17, 2012
Budgeted Amount:	Department/ Requestor: Mayor Cordina
Fund Balance-before expenditure:	Prepared by:
Estimated Cost:	Date Prepared: 1/9/2012
Exhibits:	1)

### AGENDA SUBJECT

DISCUSSION AND UPDATE ON THE 2012 JAPAN GRASSROOTS SUMMIT BY COORDINATOR SHARON HARGROVE.

### SUMMARY

#### Japan Summit Participation by Parker Residents

Our Japanese guests will be enjoying the sights around Fort Worth and Dallas before going to their selected host community on Thursday, August 30. A Parker backyard BBQ welcoming party will be the beginning of a great weekend. On Friday all guests will spend the day enjoying group activities including Southfork Ranch, horseback riding and a high school football game. Saturday host families will include their guests in their normal activities. All host families are invited to the closing ceremonies in downtown Dallas.

If you are interested in being a host family (*there is still room for a few more families*) or would like more information please contact Sharon Hargrove at [Sharon.hargrove@yahoo.com](mailto:Sharon.hargrove@yahoo.com) or phone 214-509-9113.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	1/13/12



## Council Agenda Item

Budget Account Code:	Meeting Date: January 17, 2012
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: 1/5/2012
Exhibits:	1) Allen – Wal-mart agreement on FM 2551 2) Lucas – Lighting Ordinance 3) Site Plan

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE WAL-MART SITE IN THE CITY OF LUCAS.

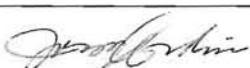
### SUMMARY

Parker Lake Estates Home Owner's Association President David Leamy requested the City's assistance to work with the City of Lucas and Wal-Mart to improve the landscape buffer for the Wal-Mart site in Lucas.

### POSSIBLE ACTION

Determine what specific request for landscaping or screening is to be made of Wal-Mart and or Lucas with regard to the south end of the shopping center.

Determine what request should be made for further road improvements to improve traffic flow in the Lucas road, 2551 area.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	By email	Date:	1/6/2012
City Administrator:		Date:	1/13/12

**STATE OF TEXAS** §  
**COUNTY OF COLLIN** §

## **FACILITIES AGREEMENT**

This agreement (“Agreement”) is made by and among the City of Allen, Texas (the “City”), and Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the “Developer”) (collectively, the “Parties”), acting by and through their duly authorized representatives.

## RECITALS:

WHEREAS, the City has, as part of its Capital Project Program, had plans prepared to widen Bethany Road and improve the Intersection of Bethany Road and FM 2551 (the "City Project"); and

WHEREAS, Developer is the owner of real property in Lucas, Texas, described in Exhibit "A" (the "Developer Property") which property borders on the City limits and is immediately adjacent to the City Project; and

**WHEREAS**, Developer anticipates constructing a retail store on the Developer Property that will require access to FM 2551 at the location of the City Project; and

**WHEREAS**, inconvenience to the traveling public will be avoided and the public interest served if road construction by the City and improvements by Developer are coordinated in one construction project; and

**WHEREAS**, the City is willing to include improvements to FM 2551, which would otherwise occur at a future date with the construction of retail improvements to the Developer Property, with the City Project subject to City receiving reimbursement of one hundred percent (100%) of the additional costs attributable to the improvements for the benefit of the Developer Property as set forth herein; and

WHEREAS, Developer agrees to reimburse the City for such additional costs on the terms set forth herein;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## Article I Term

1.1 The term of this Agreement shall commence on the last date of execution hereof (the "Effective Date") and shall continue until all Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

1.2 This Agreement may be terminated by the mutual written agreement of the Parties. The City may terminate this Agreement if Developer breaches any of the terms and conditions of this Agreement, and such breach is not cured by such party within sixty (60) days after receipt of notice thereof. This Agreement shall terminate without further action by the Parties if Commencement of Construction (hereinafter defined) of the City Project, including the Developer Improvements, has not occurred by the Outside Commencement Date (hereinafter defined).

## Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Approved Plans” shall mean the plans and specifications for the construction of the City Project as approved by the City and including Developer Improvements approved by Developer.

“City Engineer” shall mean the City of Allen City Engineer, or designee.

“Commencement of Construction” shall mean that (i) the plans for the City Project, including the Developer Improvements, have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) the contract for construction has been awarded by the City; (iii) all necessary permits for construction of the City Project, including the Developer Improvements, pursuant to the respective plans therefore having been issued by all applicable governmental authorities, and (iv) the grading and/or preparation of right-of-way, or land as applicable, for the construction of City Project, including the Developer Improvements, has commenced.

“Completion of Construction” shall mean: (i) the City Project, including the Developer Improvements, has been substantially completed in accordance with the Approved Plans; and (ii) the City Project, including the Developer Improvements, has been accepted by the City in writing.

“Developer Improvements” shall mean the improvements added to the City Project for the benefit of the Developer Property as listed and described in Exhibit “B”, attached hereto and in accordance with the sketch depicted in Exhibit “C”, which Developer Improvements include, without limitation, a continuous left turn lane, right turn lanes, drainage, signs and markings etc. on FM 2551. Upon approval of the sketch depicted, the City of Allen, through its Engineer, will develop final engineering plans and specifications for construction.

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

“Outside Commencement Date” shall mean July 1, 2012.

“Verified Developer Costs” shall mean the total actual costs of the Developer Improvements verified and approved by the City (including a proportionate share of costs for engineering services by the City Engineer, permitting through TxDOT, 3.2% City construction fee, construction management, legal fees, surveying, and materials testing, in no event exceeding fifteen percent (15%) of the unit bid amounts for the Developer Improvements), but in no event shall Developer be responsible for any Verified Developer Costs exceeding Three Hundred Thousand and No/100 Dollars (\$300,000.00). The City shall provide reasonable back-up documentation to Developer to verify the Verified Developer Costs, such as paid invoices for the Developer Improvements.

### **Article III Project Development**

3.1 Project Construction. Subject to the terms and conditions set forth herein and events of Force Majeure, the City agrees to cause the Commencement of Construction to occur on or before Outside Commencement Date and the Completion of Construction of the City Project, including the Developer Improvements, as set forth herein to occur on or before March 13, 2013. The Verified Developer Costs associated with the Developer Improvements shall be paid by the Developer as set forth in Section 3.2 below. In the event that the City fails to complete the City Project, including the Developer Improvements, on or before March 13, 2013 (subject to Force Majeure), Developer shall have the right, but not the obligation, to complete the Developer Improvements at Developer’s sole cost and expense. In such event, the City agrees to cooperate with Developer in obtaining the permits, approvals and easements necessary to complete the Developer Improvements.

3.2 Temporary City Cost Participation. Developer agrees, within thirty (30) days, after Completion of Construction of the City Project, including the Developer Improvements, to pay to the City one hundred percent (100%) of the Verified Developer Costs. The City shall submit a written invoice to the Developer for the Verified Developer Costs (not to exceed \$300,000.00), which shall be paid by Developer to the City.

### **Article IV Miscellaneous**

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

If intended for City, to:

City of Allen, Texas  
Attn: Peter H. Vargas  
City Manager  
305 Century Parkway  
Allen, Texas 75013  
Facsimile: 214.509.4590

With a copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Lincoln Plaza  
500 N. Akard  
Dallas, Texas 75201  
Facsimile: 214.965.0010

With a copy to Engineer:

City of Allen, Texas  
Attn: City Engineer  
305 Century Parkway  
Allen, Texas 75013  
Facsimile: 214.509.4590

If intended for Developer, to:

Wal-Mart Real Estate Business Trust (Store No. 5672-00)  
Attention: Real Estate Manager, State of Texas  
2001 S.E. 10th Street  
Bentonville, AR 72716-0550

With a copy to:

Wal-Mart Real Estate Business Trust (Store No. 5672-00)  
Attention: Legal Department, State of Texas  
2001 S.E. 10th Street  
Bentonville, AR 72716-0550

With a copy to:

Haynes and Boone, LLP  
Attention: Susan A. Huddleston  
2323 Victory Avenue, Suite 700  
Dallas, Texas 75219  
Reference: Store No. 5672-00

4.2 Successors and Assigns. All obligations and covenants of the Developer under this Agreement shall be binding on the Developer, its respective successors and permitted assigns. The Developer may not assign this Agreement without the prior written consent of the City Manager, which shall not be unreasonably withheld, denied or delayed.

4.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be

enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

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

4.5 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement. Nothing herein shall be construed in any way to require Developer to construct or operate retail improvements on the Developer Property.

4.6 Agreement Personal to Owner. The interests, easements, and covenants contained in this Agreement shall be personal with respect to Developer and shall not run with and against the Developer Property.

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

4.8 Exhibits. All exhibits to this Agreement are incorporated herein.

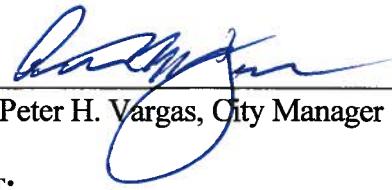
4.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

*(Signature Page to Follow)*

Lucas, Texas  
Store No. 5672-00

EXECUTED in duplicate originals this, the 14<sup>th</sup> day of December, 2011.

**City of Allen, Texas**

By: 

Peter H. Vargas, City Manager

ATTEST:

By: 

Shelley B. George, City Secretary

**APPROVED AS TO FORM:**

By:   
Peter G. Smith, City Attorney

EXECUTED in duplicate originals this, the 29 day of November, 2011.

**Wal-Mart Real Estate Business Trust,  
a Delaware statutory trust**

By: 

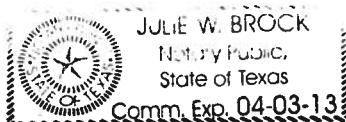
Name: Brian Hooper

Title: Vice President- Real Estate

## **City Acknowledgment**

**STATE OF TEXAS** §  
**COUNTY OF COLLIN** §

This instrument was acknowledged before me on 14 day of December, 2011, by  
Peter H. Vargas, City Manager of the City of Allen, Texas, on behalf of said municipality.



Julie W. Brock  
Notary Public, State of Texas  
My Commission Expires: 4-3-13

## Wal-Mart Acknowledgment

**STATE OF ARKANSAS**  
**COUNTY OF BENTON**

This instrument was acknowledged before me on the 29 day of November, 2011, by Brian Hooper, Vice President of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of said statutory trust.



Josie M. Garcia  
Notary Public, State of Arkansas

**EXHIBIT "A"**

**(Developer Property)**

**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the William Snider Survey, Abstract No. 821, City of Lucas, Collin County, Texas and being part of a tract of land described in deed to Roberta O. Crumpton recorded in Volume 897, Page 39, Deed Records of Collin County, Texas and part of a tract of land described in Special Warranty Deed to SC Lucas Road, LP, recorded in Instrument No. 20060410000467670, Land Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with aluminum cap found at the northernmost end of a right-of-way corner clip at the intersection of the east right-of-way line of F.M. 2551 (a variable width right-of-way) and the north right-of-way line of West Lucas Road (a variable width right-of-way);

**THENCE** with said east right-of-way line, North 00°46'08" West, at a distance of 449.06 feet passing the northwest corner of said Crumpton tract, continuing in all a total distance of 1266.29 feet to a 5/8" iron rod with aluminum cap found at the southeast corner of a tract of land described in Special Warranty Deed to SC Lucas Road, LP, recorded in Instrument No. 20070604000748030, Land Records of Collin County, Texas;

**THENCE** departing said east right-of-way line and with the south line of said second reference SC Lucas Road, LP, tract, North 89°44'30" East, a distance of 955.59 feet to a point for corner;

**THENCE** with the west line of said Ahmandi tract, South 00°42'39" East, a distance of 548.98 feet to a 5/8" iron rod with "KHA" cap set at the southwest corner of said Ahmandi tract and the northwest corner of a tract of land described in deed to Billy James Stratton recorded in Volume 770, Page 183, Deed Records of Collin County, Texas;

**THENCE** with the west line of said Stratton tract, South 01°08'43" East, a distance of 398.40 feet to a 3/8" iron rod found at the southwest corner of said Stratton tract and the northwest corner of a tract of land described in deed to Patti Stratton Frie recorded in Volume 1745, Page 556, Land Records of Collin County, Texas;

**THENCE** with the west line of said Frie tract, South 01°01'20" East, a distance of 347.33 feet to a 5/8" iron rod with aluminum cap found in said north right-of-way line of West Lucas Road at the northeast corner of a tract of land described in Right-Of-Way Deed to County of Collin, recorded in Volume 3465, Page 272, Land Records of Collin County, Texas;

**THENCE** with said north right-of-way line, South 89°33'32" West, at a distance of 454.46 feet, passing a 5/8" iron rod with aluminum cap found at the southeast corner of said Crumpton tract, continuing in all a total distance of 926.37 feet to a 5/8" iron rod with aluminum cap found at the southernmost end of said right-of-way corner clip;

**THENCE** with said right-of-way corner clip, North 46°48'54" West, a distance of 45.55 feet to the **POINT OF BEGINNING** and containing 28.448 acres or 1,239,197 square feet of land.

**EXHIBIT "B"**

**(Developer Improvements)**

OPINION OF PROBABLE COST COMPARISON  
FM 2551 Widening North of BETHANY DRIVE

Item No.	Unit	Item	Original Quantity	Original Unit Price	Original Item Price	Revised Quantity	Revised Unit Price	Revised Item Price	Additional Quantity	Additional Cost
<b>Section B - North of Bethany Dr</b>										
1	LG	Mobilization	1,500	4,000.00	6,000.00	1	6,000.00	6,000.00	0	1,000.00
2	LF	Sawcut	1,500	3.00	4,500.00	4,370	3.00	13,110.00	2,770	8,310.00
3	LS	Remove Existing Pavement Markings	1,500	2,000.00	3,000.00	1	3,000.00	3,000.00	0	1,000.00
4	CV	Bitney Material	400	20.00	8,000.00	1,050	20.00	21,000.00	844	12,880.00
5	CV	Channel Excavation	67	12.00	972.00	210	12.00	2,520.00	129	1,548.00
6	SV	5" Type B Asphalt Base	1,850	28.00	52,204.00	4,025	28.00	112,700.00	2,187	50,878.00
7	SV	2" Type D Asphalt Overlay	4,500	14.00	63,000.00	9,250	14.00	129,500.00	4,780	66,950.00
8	SV	Subgrade Preparation	2,000	5.00	10,000.00	4,340	5.00	21,700.00	2,340	11,700.00
9	LF	4" Yellow Stripe	2,000	2.00	4,000.00	4,000	2.00	9,600.00	2,880	6,760.00
10	LF	4" White Stripe	1,500	2.00	3,100.00	3,750	2.00	7,500.00	2,200	4,400.00
11	LF	24" White Stripe	30	6.00	180.00	30	6.00	180.00	0	0.00
12	EA	Traffic Arrows	2	200.00	400.00	9	200.00	1,800.00	7	1,400.00
13	EA	Roadside Traffic Signs	2	700.00	1,500.00	4	700.00	3,000.00	2	1,500.00
14	SV	Sod	1,250	5.00	6,750.00	3,600	6.00	17,500.00	2,150	10,750.00
15	LS	Erosion Control	1	2,000.00	2,000.00	1	4,000.00	4,000.00	0	2,000.00
16	LS	Traffic Control	1	5,000.00	5,000.00	1	10,000.00	10,000.00	0	5,000.00
 Subtotal: \$167,858.00										
20% Contingency: <u>\$33,571.20</u>										
Total Section B: \$201,427.20										
Subtotal: \$362,700.00										
20% Contingency: <u>\$72,540.00</u>										
Total Additional: \$435,240.00										
Subtotal: \$33,958.80										
Total Additional: \$233,812.80										

Lucas, Texas  
Store No. 5672-00

**EXHIBIT "C"**

**(Approved Plans for Project)**

**CITY OF LUCAS  
LIGHTING ORDINANCE**

**Division 7. Lighting**

**Sec. 14.04.251 Purpose and intent**

It is the intent of this division to preserve, protect, and enhance the lawful nighttime use and enjoyment of any and all property through the use of appropriate lighting practices and systems. Such individual fixtures and lighting systems are designed, constructed, and installed to: control glare and light trespass, minimize obtrusive light, conserve energy and resources while maintaining safety, security and productivity, and curtail the degradation of the nighttime visual environment.

**Sec. 14.04.252 Definitions**

*Cut-off angle (of a luminaire)*. The angle, measured up from the nadir, between the vertical axis and the first line of sight at which the bare source is not visible.

*Footcandle*. A unit of illuminance amounting to one lumen per square foot.

*Full cut-off type fixture*. A luminaire or light fixture that, by design of the housing, does not allow any light dispersion or direct glare to shine above a 90-degree horizontal plane from the base of the fixture. Full cut-off fixtures must be installed in a horizontal position as designed, or the purpose of the design is defeated.

*Fully shielded*. A fully shielded luminaire is a luminaire constructed or shielded in such a manner that all light emitted by the luminaire, either directly from the lamp or indirectly from the luminaire, is projected below the horizontal plane through the luminaire's lowest light-emitting part as determined by photometry test or certified by the manufacturer. Fixtures will be installed in a horizontal position as designed, or disability glare will result.

*Glare*. The sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility.

*Illuminance*. The quantity of light, or luminous flux, arriving at a surface divided by the area of the illuminated surface, measured in lux or footcandles.

*Light trespass*. Light emitted by a lighting installation which falls outside the boundaries of the property on which the installation is sited.

*Luminaire*. A complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.

*Luminance*. The physical quantity corresponding to the brightness of a surface (e.g., a lamp, luminaire, sky, or reflecting material) in a specified direction. It is the luminous

intensity of a area of the surface divided by that area. The unit is candela per square meter.

*Lux (lx).* The SI unit of illuminance. One lux is one lumen per square meter.

*Obtrusive light.* Spill light which, because of quantitative, directional or spectral context, gives rise to annoyance, discomfort, distraction or a reduction in the ability to see essential information.

*Spill light.* Light emitted by lighting installation that falls outside the boundaries of the property on which the installation is sited.

*Up-lighting.* Any light source that distributes illumination above a 90-degree horizontal plane.

(Ordinance 1999-12-00426.1 adopted 12/6/99)

#### **Sec. 14.04.253 General provisions**

(a) *Curfew.* All nonessential lighting in any district will be required to be turned off after business hours in the commercial zones and after midnight in residential areas, leaving only the necessary lighting for site security. The nonessential lighting shall remain off until dawn or one-half hour before a business opens, whichever is earlier. (“Nonessential” can apply, but is not limited to: display, aesthetic, parking, sign lighting, playground, or yard lights) excluding seasonal lighting in residential.

(b) *Light trespass limits.* No use or operation in any district shall be located or concentrated so as to produce intense glare or direct illumination across the bounding property line for a visible source of illumination nor shall any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property. The pre-curfew illuminance level measured on the property line at eye height on a plane perpendicular to the line of sight shall be no greater than 3 lux. The post-curfew illuminance level measured on the property line at eye height on a plane perpendicular to the line of sight shall be no greater than 1 lux.

(c) *Streetlights.* All street or other common or public area pole-mounted lights shall be fully shielded.

##### General requirements applicable to all outdoor lighting.

(1) When the outdoor lighting installation or replacement is part of a development proposal for which a site plan or plat is required under these regulations, the planning and zoning commission shall review and recommend approval or disapproval to the city council for the lighting installation as part of its site plan or platting process. All other lighting installations or

replacements shall be reviewed for compliance with this chapter, and approved or denied by the city administrator or his or her designee.

(2) Exterior lighting fixtures, whether attached to a building and/or freestanding, shall be of harmonious design.

(3) The applicant shall submit to the city sufficient information, in the form of an overall exterior lighting plan, to enable the city to determine that the applicable provisions will be satisfied. The lighting plan shall include subsections (A) through (E) below and also conform to subsections (F) through (N) below:

(A) A site plan, drawn to a scale of one-inch equaling 20 feet, showing buildings, landscaping, parking area, and all proposed exterior fixtures including lamps, supports, reflectors and other devices.

(B) Specifications for all proposed lighting fixtures including photometric data, designation as IESNA full cut-off fixtures where required, and other descriptive information on the fixtures.

(C) Proposed mounting height of all exterior mounting fixtures.

(D) Luminance level diagrams showing that the proposed installation conforms to the lighting level standards in this chapter.

(E) Drawings of all relevant building elevations showing the fixtures, the portions of the walls to be illuminated, the illuminance levels of the walls, and the aiming points for any remote light fixtures.

(F) All exterior floodlights, pole lights, and carriage lights should be designed or retrofitted with shielding in a manner such that all of the luminous flux falls upon either the surface of the structure to be illuminated or on the ground wholly within the property on which it is installed.

(G) All new lighting installations shall include timers, dimmers, and/or sensors to reduce overall energy consumption, and eliminate unneeded lighting when required by the planning and zoning commission and city council.

(H) When an outdoor lighting installation is being modified, extended, expanded, or added to, the entire outdoor lighting installation shall be subject to the requirements of this section, and shall be reviewed by the city administrator or his or her designee.

(I) Expansions, additions, or replacements to outdoor lighting installations shall be designed to avoid harsh contrasts in color and/or lighting levels.

(J) Electrical service to outdoor lighting fixtures shall be underground.

(K) Proposed lighting installations that are not covered by the special provisions in this chapter may be approved only if the planning and [zoning] commission and city council find they are designed to minimize glare, do not direct light beyond the boundaries of the area being illuminated or onto adjacent properties or streets, and do not result in excessive lighting levels.

(L) In the case of flags, statues, or other top-of-pole mounted objects which cannot be illuminated with down-lighting, upward lighting may be used only in the form of one narrow-cone spotlight which confines the illumination to the object of interest.

(M) Shielding requirements. Full cut-off shielding is required on undirected light sources of 150 watts or greater, and for directed or focused light sources with spot output of 100 watts or greater, not to exceed 1800 lux.

(N) Light trespass. No use or operation in any district shall be located or concentrated so as to produce intense glare or direct illumination across the bounding property line for a visible source of illumination nor shall any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property. The pre-curfew illuminance level measured on the property line at eye height on a plane perpendicular to the line of sight shall be no greater than 3 lux. The post-curfew illuminance level measured on the property line at eye height on a plane perpendicular to the line of sight shall be no greater than 1 lux.

(4) Lighting plans, written according to the requirements listed in subsections (3)(A), (B), (C) and (D) of this section, shall contain descriptive data sufficiently complete to enable the plans examiners to readily determine whether compliance with this chapter has been met. If such plans do not enable this ready determination by reason of the nature or configuration of the proposed devices, fixtures or lamps, the applicant may be required to submit analyses and data performed and certified by a recognized testing laboratory as evidence of compliance.

(5) Should any outdoor light fixtures or the type of light source therein be changed after the plan has been filed and approved, a change request must be submitted to the city for approval. The lighting plan change request must be

received by the city prior to the change and it must contain adequate information to assure compliance with this chapter.

(d) Security lighting.

(1) For the purposes of this section, security lighting is defined as lighting primarily designed to illuminate a fence line, barn or outdoor building which is intended to reduce the risk (real or perceived) of personal attack, to discourage intruders, vandals, or burglars, and to protect property.

(2) All lighting districts.

(A) All security lighting fixtures shall be shielded and aimed so that illumination is directed only within the owner's property boundaries and not cast on other areas. In no case shall lighting be directed above a horizontal plane through the top of the lighting fixture, and the fixture shall include shields that prevent the light source or lens from being visible from adjacent properties and roadways. The use of general floodlighting fixtures shall be prohibited unless it meets the shielding requirements of this chapter.

(B) Security lighting may illuminate vertical surfaces (e.g. building facades and walls) up to a level eight feet above grade or eight feet above the bottoms of doorways or entries, whichever is greater.

(C) Security lighting fixtures may be mounted on poles located no less than ten feet from the perimeter of the property boundary.

(D) Security lights intended to illuminate a perimeter (such as a fence line) shall include motion sensors and be designed to be off unless triggered by an intruder located within five feet of the perimeter. The zone of activation sensors must be within the property boundaries of the property wishing to be illuminated.

(E) Security lights shall combine timers with dusk-to-dawn photocells to ensure lights are on only when it is dark.

(F) Security lighting standards in the various lighting districts are as shown in appendix A, the Illuminating Engineering Society of North America (IESNA).

(G) In addition to the application materials set forth in the general provisions of this chapter, applications for security lighting installations shall include a written description of the need for and purposes of the security lighting, a site plan showing the area to be secured and the location of all security lighting fixtures, specifications of all fixtures, the

horizontal and vertical angles in which light will be directed, and adequate cross-sections showing how light will be directed only onto the area to be secured.

#### **Sec. 14.04.254 Special provisions**

Lighting installed and maintained by a public utility company or a public cooperative installed prior to the effective date of the ordinance amending this section [chapter] 14 shall be exempt.

(Ordinance 2007-08-00595 adopted 8/2/07)

#### **Sec. 14.04.255 Nonresidential provisions**

The following provisions shall apply to all nonresidential land uses including, but not limited to, commercial, light industrial, industrial, open space and public/municipal.

- (1) All parking area lighting shall be full cut-off type fixtures. Pole-mounted lights shall be a maximum height of 25 feet, measured from ground level to the base of the light fixture.
- (2) All building lighting for security or aesthetics will be full cut-off or a shielded type, not allowing any upward distribution of light, and shall not exceed a height of 25 feet, measured from ground level. Floodlighting is discouraged, and if used, must be shielded to prevent:
  - (A) Disability glare for drivers or pedestrians.
  - (B) Light trespass beyond the property line.
  - (C) Light above a 90-degree horizontal plane.
- (3) Unshielded wall-pack type fixtures are unacceptable.
- (4) Adjacent to residential property, no direct light source will be visible at the property line at ground level or above.
- (5) Externally lit signs, display, building and aesthetic lighting must be lit from the top and shine downward. The lighting must be shielded to prevent direct glare and/or light trespass. The lighting must also be, as much as physically possible, contained to the target area. Internally lighted signs are acceptable. (See article 3.16 of chapter 3 for further restrictions on lighted signs.)
- (6) The “maintained horizontal illuminance recommendations” set by the Illuminating Engineering Society of North America (IES) shall be observed.

(Ordinance 1999-12-00426.1 adopted 12/6/99)

**Sec. 14.04.256 Site plan standards**

(a) A photo-metric light plan shall be included in all site plans and shall include, but not [be] limited to, locations, size, height, orientation, wattage, design and plans of all outdoor lighting and lighted signs. For site plans showing a high level of illumination, the commission may require an isolux plan indicating levels of illumination in footcandles, at ground level. The plan shall adhere to the "maintained horizontal illuminance recommendations" set by the Illuminating Engineering Society of North America (IESNA). (See appendix A.)

(b) Should any outdoor light fixture or the type of light source be changed after the site plan has been approved, a change request must be submitted in writing to the building inspector for his approval, together with adequate information to assure compliance with this division, which must be received prior to substitution.

(Ordinance 2007-08-00595 adopted 8/2/07)

**Sec. 14.04.257 Temporary lighting exemption**

(a) Any person may submit a written request, on a form prepared by the city, to the building inspector for a temporary lighting exemption request. A temporary exemption shall contain the following information:

- (1) Specific exemption or exemptions requested.
- (2) Duration of time requested for exemption.
- (3) Type of lamp(s), fixture(s) and shielding provided.
- (4) Total wattage of lamp or lamps.
- (5) Proposed location on premises of the outdoor light fixture(s), including height.
- (6) Such other data and information as may be required by the building official.

(b) The building inspector shall have five business days from the date of submission of the request for temporary exemption to act, in writing, on the request. If approved, the exemption shall be valid for not more than thirty days from the date of issuance of the approval. The approval shall be renewable at the discretion of the building official upon a consideration of all the circumstances. Each such renewed exemption shall be valid for not more than thirty days.

### **Sec. 14.04.258 Nonconforming lighting**

- (a) Existing lighting in conflict with this division shall be classified as nonconforming.
- (b) Nonconforming lighting shall not be altered, rebuilt, enlarged, extended, or relocated, unless doing so brings it into conformance.
- (c) Nonconforming lighting shall not be permitted to remain after cessation or change of the business or activity to which the lighting pertains.

### **Sec. 14.04.259 Administration**

The duties and responsibilities of administering this division shall be vested in the building inspector of the city, the planning and zoning commission, or such other person as may be designated from time to time by the mayor.

### **Sec. 14.04.260 Penalty**

Any person, firm or corporation violating any of the provisions of this division shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a penalty or fine not to exceed the sum of one thousand dollars (\$1,000) for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

### **Sec. 14.04.261 Variances**

The board of adjustment shall have authority to grant variances from the provisions of this division in accordance with article 14.02, division 2, of this chapter.

### **Appendix A. IES Maintained Horizontal Illuminance Recommendations**

<u>Parking Lot Levels of Activity (examples)</u>	<u>General Parking and Pedestrian (footcandles)</u>			<u>Vehicle Use Area Only (footcandles)</u>		
	<u>Ave.</u>	<u>Min.</u>	<u>U. Ratio</u>	<u>Ave.</u>	<u>Min.</u>	<u>U. Ratio</u>
HIGH	3.6	0.9	4:1	2.0	0.67	3.1
Major league athletic events						
Major cultural or civic events						
Regional shopping centers						
Fast food facilities						
MEDIUM	2.4	0.6	4:1	1.0	0.33	3:1

### Community shopping centers

### Cultural, civic or recreational events

## Office parks

## Hospital parking

### Transportation parking

### Residential complex parking

LOW 0.8 0.2 4:1 0.5 0.13 4:1

## Neighborhood shopping

## Industrial employee parking

### Educational facility parking

### Church parking

(Ordinance 1999-12-00426.1 adopted 12/6/99)





## Council Agenda Item

Budget Account Code:	Meeting Date: January 17, 2012
Budgeted Amount:	Department/ Requestor: Public Works /J Flanigan
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: 1/5/2012
Exhibits:	1) Proposed Resolution 2012-361 with Contract/Agreement

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-362 AN INTERLOCAL AGREEMENT WITH LOVEJOY ISD FOR SEWER SERVICE.

### SUMMARY

At this writing, the LISD has not yet had an opportunity to respond to the contract draft sent last month. If the revisions are not significant when received, the council could act on the agreement. Otherwise we would want to give the LISD the time they need to review, comment, and perhaps obtain their Board's approval prior to Parker taking action.

Jim Shepherd

### POSSIBLE ACTION

- a. Approve the agreement by adopting the resolution.
- b. Table for additional time for LISD review.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	By email	Date:	1/6/2012
City Administrator:		Date:	1/13/12

**RESOLUTION NO. 2012-361**  
*(Interlocal Agreement Authorizing Sewer Service)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,  
COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND  
CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PARKER, TEXAS AND THE LOVEJOY INDEPENDENT  
SCHOOL DISTRICT, AND AUTHORIZING THE ESTABLISHMENT OF  
SEWER SERVICE; AUTHORIZING ITS EXECUTION BY THE MAYOR  
OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Parker, Collin County, Texas, has been presented a proposed Interlocal Agreement by and between the City of Parker, Texas and Lovejoy Independent School District, a copy of which is attached hereto and incorporated herein by reference (herein called "Agreement"); and,

**WHEREAS**, the Lovejoy Independent School District desires to have sewer service provided by the City of Parker to its Property; and,

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor or his designee should be authorized to execute the Agreement on behalf of the City of Parker, Texas.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

**SECTION 1:** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Parker and found to be acceptable and in the best interests of the City of Parker and its citizens, be, and the same is hereby, in all things approved.

**SECTION 2:** The Mayor, or his designee, under the direction of the City Council of the City of Parker, is hereby designated as the official representative to act for the City in all matters relating to the establishment of sewer service to the new Lovejoy Independent School District middle school.

**SECTION 3:** The Mayor, or his designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Parker, substantially according to the terms and conditions set forth in this Agreement.

**SECTION 4:** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
PARKER, COLLIN COUNTY, TEXAS, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2012.**

**APPROVED:**

---

Joe Cordina, Mayor

**ATTEST:**

---

Carrie L. Smith, City Secretary

**APPROVED AS TO FORM:**

---

James E. Shepherd, City Attorney

**STATE OF TEXAS** § **SANITARY SEWER SERVICES AGREEMENT**  
**COUNTY OF COLLIN** §

This agreement ("Agreement") is made by and between the City of Parker, Texas (the "City") and the Lovejoy Independent School District ("Owner"), acting by and through their duly authorized representatives (collectively, the "Parties").

## RECITALS:

**WHEREAS**, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, *et seq.* (the "Act"); and

**WHEREAS**, the Owner is the owner of real property located in the City of Lucas, Collin County, Texas and being described in Exhibit "A" (the Property); and

**WHEREAS**, the Owner desires to have sewer services provided by the City to the Property; and

**WHEREAS**, the City and Owner are both units of local governments engaged in the provision of governmental functions and services to their citizens as defined by Section 791.003 of the Act; and

**WHEREAS**, these functions and services serve the public health, safety and welfare, promote efficiency and effectiveness of local government and are of mutual concern to the parties; and

**WHEREAS**, the Owner intends, without cost to the City, to design and construct for the benefit of the Property a certain sewer facility (hereinafter defined as the "Facilities") on the Property and extending from the Property to a connection point in the City's sewer system (the "System") and for the benefit of the Property; and

**WHEREAS**, the City intends to allow the Facilities to be connected to the City's System; and

**WHEREAS**, the Owner and the City desire to enter into this Agreement for design and construction of the Facilities and for the provision of sewer services to the Property; and

**WHEREAS**, the Owner and the City also desire to enter into this Agreement for the purpose to set forth the parties rights and obligations with regard to public sanitary sewer connections and fees related thereto.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other valuable consideration, the sufficiency and receipt of which, are hereby acknowledged, the parties agree as follows:

## **Article I**

### **Term**

The term of this Agreement shall be for a period of one year commencing on the last date of execution hereof (the "Effective Date") and shall thereafter automatically continue for successive terms of one year each, unless sooner terminated as provided herein.

## **Article II**

### **Definitions**

"City" shall mean the City of Parker, Texas.

"City Engineer" shall mean the city engineer for the City or the designated representative.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facilities or respective portion thereof; (ii) all necessary permits for the construction of the Facilities or respective portion thereof, pursuant to the respective plans therefore having been issued by all applicable governmental agencies.

"Completion of Construction" shall mean: (i) substantially completed in accordance with the approved plans; and (ii) the Facilities or respective portions thereof, have been approved by the City.

"Effective Date" shall mean the last date of execution of this Agreement.

"Facilities" shall collectively mean the sewer line to be constructed by the Owner in accordance with the approved plans through Parker to the point of connection to the City of Parker Lift Station.

"Force Majeure" shall mean strikes, riots, acts of God, shortages of labor or materials, war, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind, whatsoever which is beyond the reasonable control of a party.

"Lift Station" shall mean the City of Parker lift station at the intersection of West Lucas Road and Rathbone, in the City of Parker, Texas, to which the Facilities of Owner are to be connected under the terms of this Agreement.

"Owner" shall mean the Lovejoy Independent School District, an independent public school district organized under the laws of the State of Texas, and any subsequent owner of any portion of the Property.

"Plans" shall mean the plans and specifications submitted for the design, installation, and construction of the Facilities, or respective portions thereof, to be approved by the City.

"Property" shall mean the real property described in Exhibit "A" attached hereto.

"System" shall mean the sewer system of the City.

## Article III

### Sewer Service

3.1 **Provision of Sewer Service.** Upon and subject to the terms and conditions set forth herein, during the term of this Agreement the City shall provide sanitary sewer service to the Property located in the City of Lucas. Nothing contained herein shall require City to provide sewer services to any other tract of land within the City of Lucas except for the Property.

3.2 **Project Construction.** The Owner agrees without cost to the City, to design, construct and install the Facilities, from the Property to the Lift Station and connecting into the System, subject to City's approval. The Owner agrees to cause Commencement of Construction of the Facilities to occur within \_\_\_\_\_ (\_\_\_\_) days after City approval of the Plans, and to cause Completion of Construction of the Facilities within \_\_\_\_\_ (\_\_\_\_) days thereafter. The Owner agrees to submit the Plans for the Facilities to the City for its approval prior to commencement of construction. The Owner agrees to design, install, construct and maintain the Facilities in accordance with all applicable City standards. The City of Parker will not be responsible for maintenance of the Facilities. The City is responsible for the maintenance of the Lift Station.

3.2.1 **Equipment.** The Owner shall purchase, or reimburse the City for the purchase of, an emergency pump as described in Exhibit "B". The pump, trailer, and any related necessary equipment shall be the property of the City.

3.3 **Impact Fees.** The City will not charge an impact fee.

3.4 **Connection Fee.** The City shall not charge Owner a connection fee at the time of connection to the System.

3.5 **Sewer Service Charge.** The Owner shall pay to the City for the services provided herein a monthly sewer service charge (the "Sanitary Sewer Charge") determined by multiplying the Metered Volume (hereinafter defined) times the City's per gallon cost of sewer treatment and transportation imposed by NTMWD, as the same exists from time to time (the "NTMWD Sewer Charge"), plus 10%. City and Owner agree that the number of gallons of sewage contributed

by Owner to City's System (the "Metered Volume") shall be equal to the number of gallons of potable water provided to Owner's buildings on the Property, exclusive of any gallons of potable water used for irrigation or other outdoor uses, as determined from the water meter serving the buildings located on the Property. Owner hereby authorizes the City to read the Owner's potable water meter serving the buildings on the Property to determine the Metered Volume and assess the sewer charges based thereon. Upon written request by Owner, City shall provide to Owner the current NTMWD Sewer Charge and the amounts paid by City to NTMWD during the term of this Agreement.

3.6 **Construction and Plan Review.** The Owner shall pay a fee in the amount of 3.2% of the total cost of construction of the Facilities located within the jurisdictional limits of the City in consideration for the City's inspection of the construction of the Facilities and review of the plans, to be paid to the City prior to Commencement of Construction of the Facilities.

3.7 **Easements.** The Owner shall, prior to approval of the Facilities by the City and without cost to the City, acquire, dedicate and convey to the City all necessary easements in the City of Parker for the Owner's construction, operation and maintenance of the Facilities.

3.8 **Limitation of Service.** The use of the Property for purposes of sewer service shall be limited to middle school and middle school related uses and ancillary uses such as worship services, Sunday school and daycare. The maximum allowable sewer discharge shall be up to 100 gpm. In the event the uses of the Property changes without the prior written consent of City, City shall have the right without further notice to suspend or terminate sewer service to the Property.

3.9 **Industrial Pretreatment.** The Owner and any user of sewer services of the Facilities shall comply with the City's and NTMWD's requirements for industrial pretreatment, if applicable.

3.10 **NCTCOG Standards.** Except as otherwise provided in this Agreement, the construction of the Facilities by Owner shall be in accordance with the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, as amended, and as modified by the City, and to the extent applicable are hereby incorporated by reference.

## Article IV

### Termination

4.1 This Agreement shall terminate upon either of the following:

- by written agreement of the Parties;
- by City in the event Owner breaches any of the terms or conditions of this Agreement and, such breach is not cured within thirty (30) days after written notice thereof from City to Owner, provided, however, that in the event the breach cannot be cured through diligent effort within such thirty

(30) day period and Owner commences action to cure such breach within such thirty (30) day period and diligently pursues such action and the City shall extend the period to cure for an additional thirty (30) days.

## Article V

### Miscellaneous

5.1 **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may not be assigned without the written consent of the other parties.

5.2 **Limitation on Liability.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed among the parties that each party, in satisfying the conditions of this Agreement, has acted independently, and each party assumes no responsibilities or liabilities to third parties in connection with these actions.

5.3 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

5.4 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

#### If intended for Owner, to:

Lovejoy Independent School District  
Attn: Superintendent  
Ted Moore, Superintendent  
259 Country Club Road  
Allen, TX 75002  
Facsimile No. (469) 742-8001

#### With copy to:

Robert H. Roeder  
Abernathy, Roeder, Boyd & Joplin, P.C.  
1700 Redbud Blvd., #300  
McKinney, TX 75069  
Facsimile No. (214) 544-4044

#### If intended for City, to:

City of Parker, Texas  
Attn: Jeff Flanigan  
City Administrator  
5700 E. Parker Road

#### With copy to:

James E. Shepherd  
Shepherd Law Firm  
1901 N. Central Expressway  
Suite 200

Parker, Texas 75002  
Facsimile No. (972) 442-2894

Richardson, Texas 75080  
Facsimile No. 972-889-3827

**With copy to Engineer:**

Birkhoff, Hendricks, and Carter, L.L.P.  
11910 Greenville Ave., Ste. 600  
Dallas, Texas 75231  
Facsimile No. (214) 461-8390

**5.5    Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

**5.6    Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

**5.7    Amendment.** This Agreement may be amended by the mutual written agreement of the parties.

**5.8    Legal Construction.** In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision 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.

**5.9    Recitals.** The recitals to this Agreement are incorporated herein.

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

**5.11    Exhibits.** Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**5.12    Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties set forth in this Agreement shall survive termination.

5.13 **Compliance with Laws.** The parties shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

5.14 **Severability.** In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

5.15 **Recordation of Agreement.** A certified copy of this Agreement shall be recorded in the Deed Records of Collin County, Texas.

5.16 **Covenants Run With Property.** The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Owner and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Owner which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

5.17 **Conditions of Precedent.** This Agreement is subject to and conditioned upon City obtaining all necessary governmental consents and permits to provide sewer service to the Property. Owner agrees to cooperate with the City in obtaining all necessary approvals, if any, from the State of Texas or other governmental entity, including the North Texas Municipal Water District.

**EXECUTED** in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF PARKER, TEXAS

---

Joe Cordina, Mayor

ATTEST:

---

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

---

James E. Shepherd, City Attorney

EXECUTED in duplicate originals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**OWNER**

Lovejoy Independent School District

By: \_\_\_\_\_

Name: Ted Moore

Title: Superintendent

## **CITY'S ACKNOWLEDGMENT**

**STATE OF TEXAS**                    §  
                                          §  
**COUNTY OF COLLIN**                §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by  
Joe Cordina, Mayor of the City of Parker, Texas, on behalf of said municipality.

---

Notary Public, State of Texas

## **OWNER'S ACKNOWLEDGMENT**

**STATE OF TEXAS**                    §  
                                          §  
**COUNTY OF COLLIN**                §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012  
by Ted Moore, the Superintendent of the Lovejoy Independent School District, on behalf of said  
independent school district.

---

Notary Public, State of Texas

**EXHIBIT A**

**Legal Description**

## PROPERTY DESCRIPTION

BEING a tract of land situated in the Ann S. Hurt Survey, Abstract No. 428 and the James Lovelady Survey, Abstract No. 538 and being all of a tract of land conveyed to Lovejoy Independent School District as recorded in Volume 2002-0137893 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a "pk" nail found at the northwest corner of the aforementioned Lovejoy I. S. D. tract, in the approximate centerline of Lucas Road;

THENCE North 89 degrees 28 minutes 00 seconds East, along the approximate centerline of Lucas Road, for a distance of 982.23 feet to a "pk" nail set for corner;

THENCE South 00 degrees 23 minutes 11 seconds East, along the east line of said Lovejoy I. S. D. tract, and along the west line of the following tracts conveyed to: Truman and Jimmie Spurgin, Alan and Patricia Spurgin, Alan Spurgin, Neva Joy White, David and Cheryl Ferron and Gerald and Carol Caspell tracts, passing at 50.0 feet a 1 inch iron rod found, for an overall distance of 1328.13 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 11 minutes 49 seconds West, along the south line of said Lovejoy I. S. D. tract, and along the north line of a tract of land conveyed to Rockland Farms for a distance of 982.25 feet to a 1 inch iron rod found for corner;

THENCE North 00 degrees 23 minutes 11 seconds West, along the west line of said Lovejoy I. S. D. tract, and the east line of the Rockland Farms Addition, passing at 1282.76 feet a 1 inch iron rod found, and at 1292.76 feet an aluminum monument found, for an overall distance of 1332.76 feet to the point of beginning and containing 30.000 acres which is 1,306,794 square feet of land.

**EXHIBIT B**

**Emergency Pump Description**



# Premier Pump and Power, LLC

[www.wastewaterpumps.net](http://www.wastewaterpumps.net)

## SPECIFICATIONS

### 4 INCH DRY PRIME

#### Premier Pump Model 4x4CS2L-VP-3TNV88-52 Vacuum Assisted, Engine Driven, Heavy Duty Solids Handling Pump

##### Pump Specifications:

- Pump size: 4"X 4" AISI 150# flanges standard
- Suction Cover: ASTM A48 class 30 gray iron
- Wear Ring: ASTM A48 class 30 gray iron
- Volute Casing: ASTM A48 class 30 gray iron
- Volute Cleanout: Handhole type, ASTM A48 class 30 gray iron
- Backplate: ASTM A48 class 30 gray iron
- Bracket: ASTM A48 class 30 gray iron
- Mechanical Seal: Tungsten vs. Silicon Carbide seal faces, Viton elastomers, 300 series stainless steel hardware & spring, seal system designed for dry running
- Impeller: Enclosed type, two port, non clog, w/3 inch spherical solids handling capability. ASTM A48 class 30 gray iron
- Bearing Housing: ASTM A48 class 30 gray iron
- Pump-end Bearing: Single row ball – 6313-C3
- Drive-end Bearing: Single row ball – 6313-C3
- Shaft: 1144 Stressproof steel (Other metals available including: 17-4 PH corrosion resistant)
- Lip Seals: CR type, single lip: Bearings, SAE cover - Buna-N, Seal gland – Viton
- Midland 1300 series compressor. Lubricated by engine oil and cooled by engine water
- Separator Spool: Standard steel
- Air/Water chamber: Chamber designed to separate air and water before entering the pump case
- Venturi: Constructed of non-corrosive bronze
- Discharge check valve: Swing type, cast iron w/Buna-N disc (Viton optional)



**Optional Equipment and Materials:** Stainless Steel, CD4MCU & Ductile Iron

##### Engine Specification:

- Model: Yanmar model 3TNV88
- 36 intermittent horsepower @ 3000 RPM
- Three cylinder, four cycle, water cooled diesel engine
- Governor: Mechanical
- Lubrication: Force Feed
- Air Cleaner: Filter element
- Fuel Tank: 52 US gallons
- Run time: Full load (1800 RPM) > 24 hours
- Starter: 12 volt electric

**Standard engine features:** Safety shutdown switches for low oil pressure and high temperature. Instrument panel with temperature and oil pressure gauge, ammeter, hourmeter and tachometer. Muffler with rain cap. Engine to pump coupling: SAE5 housing with 7.5" rubber disc drive.

**Standard Skid:** Heavy duty fabricated steel frame. Integral fuel tank, lifting bale, lockable fuel tank, and one 1½" clean-out/drain plug

**Standard Trailer:** Heavy duty fabricated steel frame, integral fuel tank, fenders, lifting bail, lockable fuel cap, 3500# Anti-torsional axle, two (2) front adjustable leveling jacks and two (2) rear adjustable leveling jacks, one 1½" clean-out plug, fuel gauge, adjustable height tongue with easy conversion from ball hitch to Lunette eye

**Trailer Options:** DOT light package, work lights, special tires & wheels, dual axles, diamond plate fenders, surge brakes, lockable enclosed instrument panel, lockable enclosed engine housing, storage box, hose rack and more

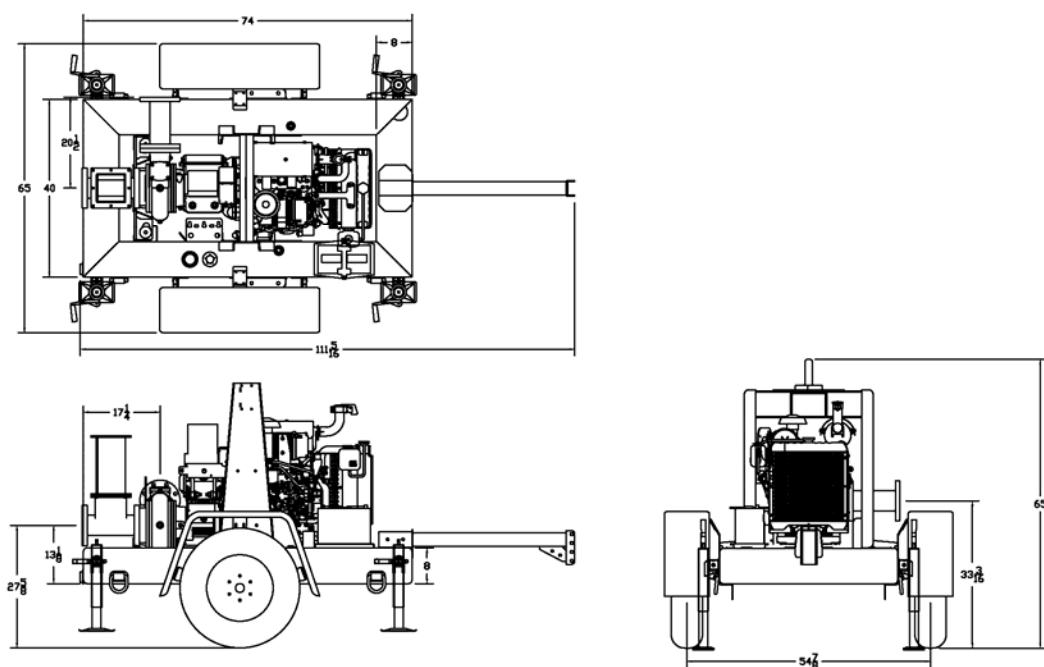
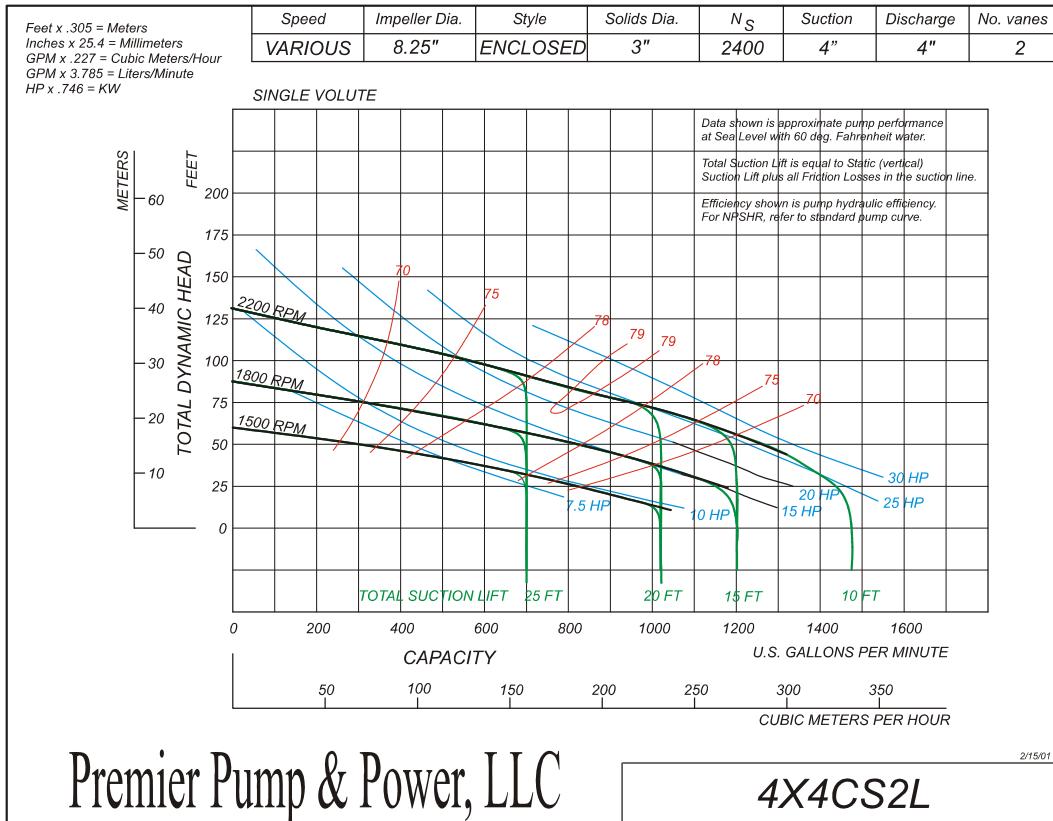
Specifications subject to change without notice

Premier Pump and Power, LLC • PO Box 6423 • Vancouver, WA 98668 • Phone 360.574.4519 • Fax 772.679.5989



# Premier Pump and Power, LLC

[www.wastewaterpumps.net](http://www.wastewaterpumps.net)



Specifications subject to change without notice

Premier Pump and Power, LLC • PO Box 6423 • Vancouver, WA 98668 • Phone 360.574.4519 • Fax 772.679.5989



## TNV DI Series Industrial Diesel Engine



Image shown may not be actual engine

### Features

#### Clean Emissions

Building off the proven TNE design, Yanmar has achieved superior exhaust emissions by improving the combustion chamber and fuel injection equipment design. Engines are compliant with 2008 EPA Tier 4 and EU stage III A exhaust emissions regulations.

#### Reliable and Durable

The TNV engines now proudly take up the running as Yanmar's premium small industrial diesel. They offer even more enhanced durability due to better block cooling, a stiffer crank and pistons, finer tolerance in the journal, and more. CAE analysis has brought lower vibrations and higher strength to the mounting structure for even better reliability in heavy-duty jobs.

#### Fuel Delivery and Economy

A newly designed, in-line MP type fuel injector pump is utilized to assure more precise fuel delivery and control. The result is reduced emissions, improved performance over a wide range of applications and good fuel economy which assures that Yanmar's reputation for superior starting characteristics continues.

#### Noise Level Reduction

Yanmar's original CAE techniques have optimized the stiffness, minimized transformation, and reduced radiant noise in the cylinder block. Gear noise reduction is achieved through an improved gear tooth profile resulting in less mechanical noise.

#### Additional Information

Yanmar America Corp  
951 Corporate Grove Drive  
Buffalo Grove, IL 60089  
[www.yanmar.com](http://www.yanmar.com)

Distributed By:

#### 3TNV88-BDSA General Specification 36.0 HP (26.9 kW) @ 3000 rated rpm\*

Type	3 Cylinder, 4-Cycle, Liquid Cooled Diesel Engine
Bore	88 mm
Stroke	90 mm
Displacement	1.642 L
Aspiration	Naturally Aspirated
Combustion System	Direct Injection
Rotation (from flywheel end)	Counterclockwise
Dry Weight	341 lbs (154 kg)

### Standard Engine Equipment

#### General

Intake & Exhaust Manifold  
Exhaust Manifold Gasket (shipped loose)

#### Lubrication System

2.8 L Capacity Shallow Oil Pan  
Trochoid Oil Pump  
Paper Element Oil Filter  
Oil Pressure Switch  
Crankcase Breather, Closed Type

#### Electrical System

12V, 40 Amp Alternator  
12V Starter Motor  
12V, 400W Air Heater  
Preheat Relay (shipped loose)  
Preheat Timer, 15 second (shipped loose)  
Stop Solenoid Timer, 1 second (shipped loose)

#### Fuel System

In-line MP2 Fuel Injection Pump  
12V Electric Fuel Pump (shipped loose)  
Paper Element Fuel Filter  
Water Separator (shipped loose)  
Stop Solenoid, Integral to Fuel Injection Pump (shipped loose)

#### Cooling System

Water Pump, Belt Driven  
7-Blade, 360mm Cooling Fan—Puller Type  
70° F (21° C) Thermostat  
Temperature Switch  
Fan Belt

#### Power Take Off

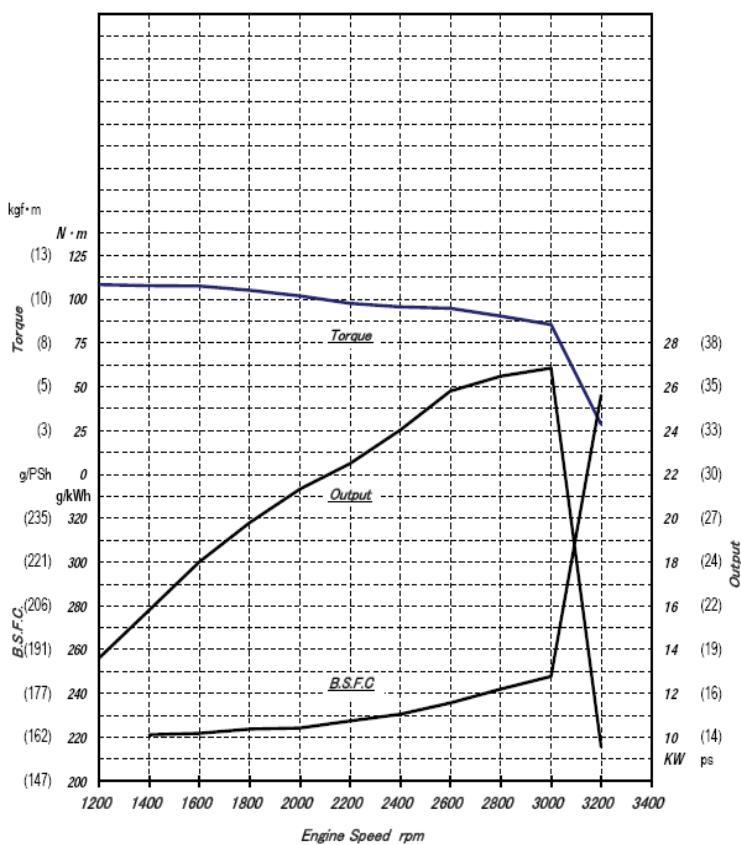
Flywheel, SAE 7 1/2"  
Flywheel Housing, SAE #5  
Aux Drive, 9-tooth w/SAE 2 bolt "A" Flange



# 3TNV88-BDSA

Industrial Diesel Engine

## Performance Data



kW to Hp conversion used is expressed as: HP = (kW value) x 1.34

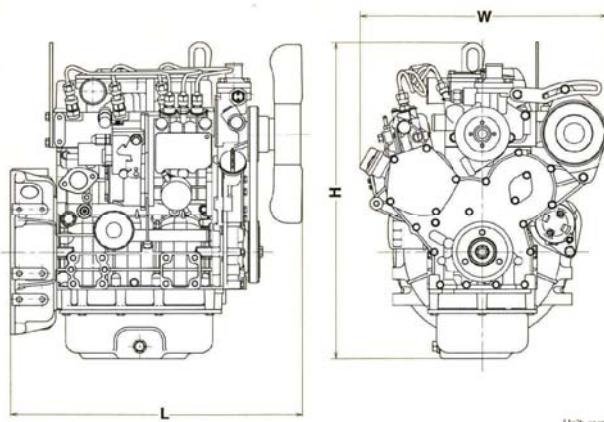
Rated Speed (rpm)	Net rated kW	Net rated HP	Max. Torque (ft-lb)
3000	26.9	36.0	79.5 @ 1800 rpm

## Ratings Definitions and Conditions

\*Rated power listed is NET engine output. The engine operating environment and driven machine conditions must be studied carefully when selecting an engine in order to ensure correct engine selection, maximize engine performance, extend engine service life and improve machine capacity.

Consult the TNV Application Manual for additional engine ratings and engine application information.

## Dimensions



Length	24.0 in (610 mm)
Width	19.7 in (502 mm)
Height	25.7 in (654 mm)

Note: Dimensions depend on final specifications.

Application standards for Yanmar industrial engines: Inlet air standard conditions with a total barometric pressure of 100kPa (29.5 in. Hg), with a vapor pressure of 1 kPa (.295 in. Hg), and 25°C (77°F).

Materials and specifications herein are intended to serve as a guide in engine selection and subject to change without notice.

The International System of Units (SI) is used in this publication. Yanmar and its logos, as well as corporate identity used herein, are trademarks of Yanmar and may not be used without permission.

Company:  
Name:  
Date: 12/21/2011

**Pump:**

Size: 4NNTL  
 Type: Enc Solids Handling  
 Synch speed: Adjustable  
 Curve: 4NNTLVA  
 Specific Speeds:  
 Dimensions:  
 Suction: 4 in  
 Discharge: 4 in

Speed: 1890 rpm  
 Dia: 8.25 in  
 Impeller:  
 Ns: 2400  
 Nss: ---

**Search Criteria:**

Flow: 380 US gpm  
 Head: 80 ft

**Fluid:**

Water  
 SG: 1  
 Viscosity: 1.105 cP  
 NPSHa: ---

Temperature: 60 °F  
 Vapor pressure: 0.2563 psi a  
 Atm pressure: 14.7 psi a

**Motor:**

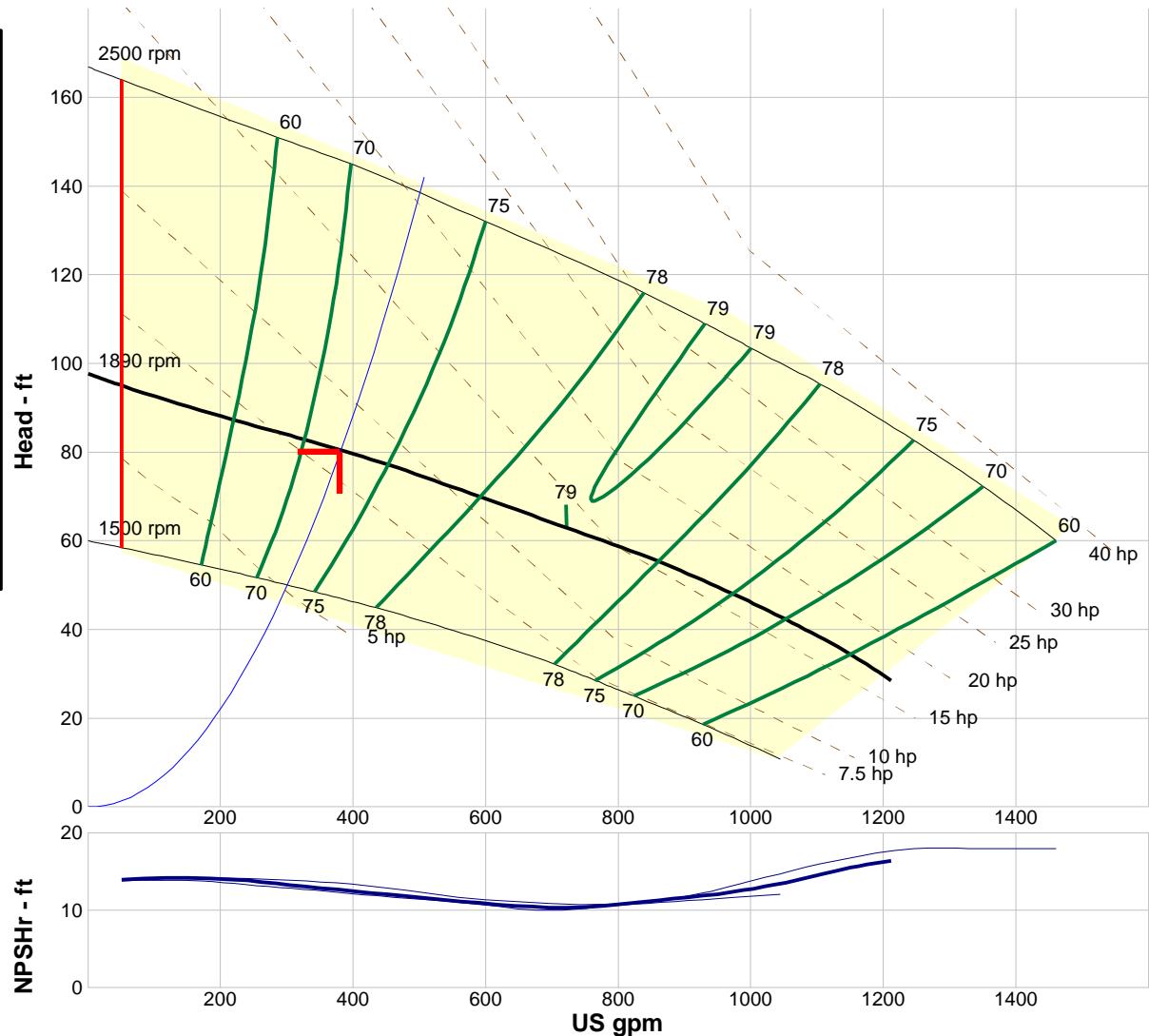
Standard: NEMA  
 Enclosure: TEFC  
 Speed: ---  
 Frame: ---  
 Sizing criteria: Max Power on Design Curve

**Pump Limits:**

Temperature: 250 °F  
 Pressure: 125 psi g  
 Sphere size: 3 in

Power: ---  
 Eye area: ---

---- Data Point ----	
Flow:	380 US gpm
Head:	80.4 ft
Eff:	72%
Power:	10.6 hp
NPSHr:	12.7 ft
---- Design Curve ----	
Shutoff head:	97.7 ft
Shutoff dP:	42.2 psi
Min flow:	50 US gpm
BEP:	79% @ 721 US gpm
NOL power:	16.9 hp @ 1212 US gpm
-- Max Curve --	
Max power:	36.9 hp @ 1460 US gpm

**Performance Evaluation:**

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
456	1890	77	75	11.8	12
380	1890	80.4	72	10.6	12.7
304	1890	83.8	68	9.39	13.3
228	1890	86.9	61	8.19	13.9
152	1890	90.4	44	7.33	14



2430 W. Main Street  
Grand Prairie, TX 75050  
Phone: 972.522.1296

TO: BH&C		REF: City of Parker Emergency Pump	
ATTN: John Birkhoff		DATE	
Salesman:	Jerry Lee Freedle	Ph#	Quote No.
Item No.	Qty.	EQUIPMENT DESCRIPTION	Fax# e-mail
1	1	<p>Q = 380 GPM @ 80' TDH S = 1900 RPM P = 36 Hp</p> <p>Scope of equipment offered:</p> <p>Premier Pump model 4X4CS2L-VP-3TNV88-T52, Trailer mounted, Cornell End Suction centrifugal, venturi assisted pump. Unit consists of compressor, venturi type air/water separator, heavy duty flapper-type check valve, Tungsten vs. Silicon Carbide seal with run dry feature.</p> <p>Pump Construction: 4" suction by 4" discharge flanges</p> <p>Trailer - Powder coated, integral 52 gallon fuel capacity with lifting frame.</p> <p>Single 3500 # axle, fenders, Lofa EP250G7A auto start control panel, DOT lights and electric brakes, 2" ball hitch. With one set of float switches for automated control.</p> <p>Estimated delivery is 14 - 16 weeks after receipt of approved purchase order and dependent on engine delivery</p>	
2	1	Battery	
3	20	Gallons	
4	1	Item freight fob jobsite	
Notes: Pipe, valves, fittings, hoses or any item not specifically mentioned all by others.			
Quotation is good for 90 days from date of quotation TOTAL LOT NET F.O.B. JOBSITE WITH FREIGHT FOB JOBSITE			\$32,321.54
Phone # 972.522.1296 Fax# 972.522.1492			



## Council Agenda Item

Budget Account Code:	1-10-6060	Meeting Date:	January 17, 2012
Budgeted Amount:	\$11,500.00	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	\$11,500.00	Prepared by:	C Smith
Estimated Cost:	See options 1 and 2	Date Prepared:	1/5/2012
Exhibits:			

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ELECTION EQUIPMENT, SUPPLIES AND SERVICE FOR THE MAY, 2012 ELECTION.

### SUMMARY

Comparisons of costs and services:

1) Collin County turn-key will include:

- Voting Equipment (includes all programming)
- Hiring and appointment of judges and clerks
- Tabulations and Centralized counting

Estimated Cost \$11,793

2) Renting Voting Equipment from Collin County will include:

- Renting voting equipment (includes all programming)
- City staff run the election
- City hire and appoint judges, clerks and counting board for the election

Estimated cost \$8,248.04

After reviewing the costs and services that would be provided by the County, staff now believes it to be most economical to go with Option 2, saving an estimated \$5,418.

### POSSIBLE ACTION

Select option 1 or 2.

Table to a later date.

Inter - Office Use			
Approved by:	<i>Carrie Smith</i>	Date:	1/13/2012
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>DeJohn</i>	Date:	1/13/12



## Council Agenda Item

Budget Account Code:	Meeting Date:	January 17, 2012
Budgeted Amount:	Department/ Requestor:	City Council/ Allison Sumrow
Fund Balance-before expenditure:	Prepared by:	A Sumrow and J Shepherd
Estimated Cost:	Date Prepared:	1/5/2012
Exhibits:	1) Proposed Documents	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE ROLES AND DUTIES OF PARKER BOARDS AND COMMISSIONS.

### SUMMARY

The roles and duties of commission members of the P&Z and ZBA are set forth in specific state statutes, and in specific ordinances of Parker. The ordinance on the Parks board is not based on the statutory requirements of a state law. The city does have an ordinance which creates the board, and defines its duties.

Providing a prospective applicant, or a serving member, of a quick and accurate guide to the rules should be helpful to anyone who wants to do a good (and legal) job of serving. Including the specific references to the Parker Code of Ordinances and state law will help avoid confusion and misunderstanding of the mission and legal limits of our boards and commissions.

Jim

### POSSIBLE ACTION

- A. Adopt the three proposed summaries of the roles and duties.
- B. Provide specific training to each board, and each new member, on at least a yearly basis.
- C. Provide copies of, or the online link to, the Parker code sections relevant to the boards.
- D. All of the above
- E. Some, or none, of the above.

---

Inter – Office Use			
<b>Approved by:</b>			
Department Head:	Allison Sumrow approved by email	Date:	1/10/2012
City Attorney:	By email	Date:	1/6/2012
City Administrator:		Date:	1/10/12

**Position Description**  
**City of Parker**  
**Planning and Zoning Commission Member**

The primary responsibility of the Planning and Zoning Commission (P&Z) is to make recommendations to the City Council on matters affecting community development. In particular, the responsibilities include:

1. **Comprehensive Plan.** The P&Z may review the Comprehensive Plan of the City and suggest amendments to the City Council regarding the future growth and development of the City.
2. **Land Use Regulations.** The P&Z may draft and recommend the adoption or amendment of zoning and subdivision regulations to the City Council.
3. **Review Subdivisions.** The P&Z may recommend approval, conditional approval, or disapproval of subdivision plats that comply with subdivision regulations.
4. **Review Plats and Site Plans.** The P&Z may review and recommend approval, approval with modifications, or disapproval of plats and site plans according to standards set forth in the state law and the Parker Code of Ordinances.
5. **Official Map.** The P&Z shall review and make a recommendation to the City Council to amend the Official Map of the City.
6. **Report on Referred Matters.** The P&Z may report on all matters referred to it by the City Council, including proposed amendments to the subdivision regulations and the comprehensive zoning ordinance.
7. **Training.** The P&Z shall attend training as required by the City Council.
8. **Special use permits.** After public notice and hearing, proof of receipt of all applicable permits, consideration of public health, safety, and general welfare, and subject to appropriate conditions and safeguards, a special use permit may be granted by the City Council, upon recommendation from the P&Z.

**Duties of the Chairman**

- Preside at all meetings of the P&Z to preserve order and enforce required commission procedures
- Submit such recommendations and information that would be considered proper concerning the business and procedure of the P&Z
- Act as spokesperson for the P&Z
- Encourage active discussion of all items brought before the P&Z

**Duties of the Vice Chairman**

- Assist the Chair in directing the total affairs of the P&Z

Nothing in this position description shall supersede LGC Sec. 211.007, and/or the provisions of the Parker Code of Ordinances, which take primacy in any dispute or interpretation over duties of officers or members of the Planning and Zoning Commission.

**Position Description**  
**City of Parker**  
**Planning and Zoning Commission Member**

- In the absence of the Chair, assume all duties of the Chair of the P&Z

**Duties of the Secretary**

- Record minutes at the P&Z meetings
- Maintain books and records of the P&Z

**Duties of the Commissioner**

- Hear zoning cases filed by property owners and/or their representatives with respect to individual zoning cases
- Hear zoning cases at the request or approval of the City Council
- Hear, and/or recommend any matter relating to planning or subdivision control as may be specified by the subdivision ordinance or other applicable law
- Perform other such duties as may from time to time be assigned by the City Council

Many of the duties of the P&Z are defined by state law, found in the Texas Local Government Code, Chapter 211, and further defined where allowed by state law by the Parker Code of Ordinances (“PCO”). For example, all actions of the P&Z are advisory in nature to the City Council [PCO 150.02 (F)]. All persons appointed to serve as P&Z commissioners should be thoroughly familiar with the following:

- a. PCO section 150.02, regarding the Parker Planning and Zoning Commission.
- b. PCO. Chapter 155, regarding subdivision regulations and plats
- c. PCO. Chapter 156, regarding the Comprehensive Zoning Ordinance of the City of Parker

Nothing in this position description shall supersede LGC Sec. 211.007, and/or the provisions of the Parker Code of Ordinances, which take primacy in any dispute or interpretation over duties of officers or members of the Planning and Zoning Commission.

**Position Description**  
**City of Parker**  
**Zoning Board of Adjustments Member**

The primary responsibility of the Zoning Board of Adjustment (ZBA) is to adjudicate on matters where citizens seek exemptions from local zoning regulations. Decisions of the ZBA are binding, and can only be appealed through the Court system.

- 1. Zoning Variance Requests.** The ZBA will review requests for variances submitted to the ZBA by applicants who want an exemption to the local zoning ordinances in order to use their land in a particular way. The criteria for granting a variance are quite precise and must be met in order for a variance to be granted and withstand appeal
- 2. Hearing Appeals.** The ZBA may be asked to review requests submitted to the ZBA by residents who disagree with a decision made by the City Council.
- 3. Training.** Training will be as required by the City Council.

The state and local laws regulating the ZBA are found in Local Government Code sections 211.008 through 211.011, and the Parker Code of Ordinances ("PCO") at sections 156.67 through 156.68.

Nothing in this position description shall supersede the Texas LGC Sec 211.008-011, and/or the Parker Code of Ordinances, which takes primacy in any dispute or interpretation over duties of officers or members of the Zoning Board of Adjustment.

**Position Description**  
**City of Parker**  
**Parks and Recreation Commission Member**

The function of the Parks and Recreation Commission (P&R) is to make recommendations to the City Council on matters affecting the Preserve and other open spaces in Parker. In general, the responsibilities include the following:

1. **Master Plan.** The P&R shall provide direction on a Master Plan for the open spaces, to include nature areas, trails, historical areas, public gardens and public recreational activity spaces.
2. **Programs and Facilities.** The P&R shall review current parks and recreation programs and facilities to determine additional needs, and submit recommendations pertaining to parks and recreation guidelines, policies, facilities, or user fees, if any, to the City Council.
3. **Public Input.** The P&R shall provide and gather public input on parks and recreation-related long-range plans.
4. **Review.** The P&R shall review all parks and recreation-related matters submitted to the P&R by the City Council
5. **Budget.** The P&R shall make recommendations to the City Council on operating and capital budget needs as well as fees and charges, and monitor the parks and recreation budget throughout the year.
6. **Utilization.** The P&R shall promote maximum utilization of parks, recreation facilities and programs.
7. **Training.** The P&R shall attend training, as required by the City Council.
8. **Programs and Services.** The P&R shall enhance the quality of the leisure life of all county residents through parks and recreation programs and services

**Officer Duties**

**Chairman:**

- Plan agendas
- Conduct regular meetings
- Lead annual strategic planning process
- Function as first line of communication with City Staff and City Council
- Present to City Council as required
- Submit articles to City Newsletter and content to City website.

**Co - Chairman:**

- In absence of Chair, assume all duties of Chair of P&R
- Participate in planning sessions with Chair and Secretary

Nothing in this position description shall be intended to supersede Parker Code of Ordinance Chapter 97, which takes primacy in any dispute or interpretation over duties of officers or members of the Parks and Recreation Commission.

**Position Description  
City of Parker  
Parks and Recreation Commission Member**

- Review agendas and minutes
- Oversee P&R sub-committees
- Work with City Council liaison

**Secretary:**

- Record meeting minutes
- Develop grant applications
- Assist Chair and/or Co-Chair with assigned sub-committees
- Participate in planning sessions with Chair and Co-Chair

**Finance/Budget:**

- Develop grant applications for City Council consideration
- Monitor P&R budget for City Council
- Keep P&R informed of expenses and budget items

**Duties of Alternates**

- Attend meetings in a non-voting capacity
- Vote, as needed, in the absence of a Commissioner

The Parker Code of Ordinances sets forth the requirements, duties, and procedures of the P&R. Those considering applying for a position on the P&R, and certainly those who are appointed, should be thoroughly familiar with the Parks and Recreation Commission ordinance that creates and regulates the P&R. The ordinance includes the following:

PCO Section 97.05 – Places, Alternates, and Duties of Officers

PCO Section 97.06 – Powers and Duties (of the commission)

PCO Sections 97.07 – 97.10 – Miscellaneous provisions.

Nothing in this position description shall be intended to supersede Parker Code of Ordinance Chapter 97, which takes primacy in any dispute or interpretation over duties of officers or members of the Parks and Recreation Commission.

CITY COUNCIL  
FUTURE AGENDA ITEMS

approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/Requestor	Notes
5	Water Meter Contract	February 7, 2012	Flanigan	Tabled from 12/6 meeting
10	Call General Election	February 7, 2012	Smith	
15	Contract for Election Equipment	February 7, 2012	Smith	
10	Annual Financial/Audit Report	February 7, 2012	Boyd	
10	Adoption of City Emergency Management Plan	February 7, 2012	Sheff	Succession Plan approved 11/14 - Jeff will talk with Mike regarding the Emergency Management Plan. If it is ready to go to Council it will be added to the December 6 meeting. 12/5 County has made some updates and City will review updates and make any necessary changes.
10	Future National Night Out Planning and promotion	February 7, 2012	Leamy /Fragoso	Requested by Councilmember Leamy. Begin planning for October 2012. *Note - it is held the 1st Tuesday of October which conflicts with City Council meetings.
55				
15	Appointment of board officers	TBD	Sumrow/ Marshall	Tabled from 12/6 meeting
	Qrtly Parks Report	April 1, 2012	Sterk/Flanigan	Last report was January 2012
15	Mowing cost analysis and options	Spring 2012	Flanigan	Item requested at 8/16 meeting - prior to purchase of tractors
	RFQ/RFP for new Auditor	Spring 2012	Boyd	used same auditing firm for 5-years, time to Change

CITY COUNCIL  
FUTURE AGENDA ITEMS

approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/Requestor	Notes
	Review SB 100 - Future Elections	June 5, 2012		Review the options of changing the general election date.
	Canvass General Election	June	Smith	Required by State law.
	Board appointments: P&Z, PRC, ZBA	June	Smith	
	Renewal of curfew ordinance	Summer 2012	Fragoso	Required by statute to review every 3-years.
	Annual Planning session	Summer 2012	Boyd	
	Annual Budget Session	Summer 2012	Boyd	
15	plans and review of Personnel Committee's recommendations on Ordinance 481 regarding retirement plans for City employees.	TBD	Flanigan	Allison requested 11/14-• Place the 481, retirement benefits on December 6 if it is ready. Jeff will get with Allison to schedule a Personnel committee meeting prior to placing on agenda. It will only be to review the Ordinance and to hear recommendation from Personnel Committee at this time. 12/5 - Personnel committee will meet in January.
15	Allied Waste	TBD	Flanigan	Brenda requested a meeting with Council to discuss possible rate increases at 8/16 meeting. 9/6/2011- Jeff to contact Brenda.
	Allied Waste Services Renewal	January 1, 2015		On or before October 1. 2015 (the "Termination Notice Deadline")

**ANIMAL CONTROL REPORT**  
**DECEMBER 2011**

Call #	Date:	12/12/2011	Caller Remarks:	TRAPPED SKUNK LOCATED NEAR BARN. GATE IS OPEN.VG
	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
1	Call Type	Action Taken By:	Response	Disposition
	Animal Trap	Murphy Animal Control	Murphy Pick Up	Destroyed

Call #	Date:	12/13/2011	Caller Remarks:	2 STRAY DOGS. LORI TOOK CALL-NO OTHER INFORMATION. CALLER WAITED TOO LONG TO LET US KNOW. WE WILL WAIT FOR ANOTHER CALL BEFORE CALLING MURPHY.VG
	Invoice Type:	No Charge	Expected Charge:	\$0.00
2	Call Type	Action Taken By:	Response	Disposition
	Stray	Murphy Animal Control	Other	N/A

Call #	Date:	12/19/2011	Caller Remarks:	TRAPPED SKUNK LOCATED NEAR DRIVEWAY.VG
	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
3	Call Type	Action Taken By:	Response	Disposition
	Animal Trap	Murphy Animal Control	Murphy Pick Up	Destroyed

Call #	Date:	12/19/2011	Caller Remarks:	OFFICER HERNANDEZ PICKED UP LARGE WHITE DOG ON PARKER RD. SHE CALLED MURPHY TO COME GET IT FROM HER.VG
	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
4	Call Type	Action Taken By:	Response	Disposition
	Stray	Murphy Animal Control	Murphy Pick Up	Returned to Owner-No ticket

Call #	Date:	12/28/2011	Caller Remarks:	SKUNK IN TRAP BEHIND HOUSE.VG
	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
5	Call Type	Action Taken By:	Response	Disposition
	Animal Trap	Murphy Animal Control	Murphy Pick Up	Destroyed

**TOTAL= \$200**

**City of Parker**  
**POLICE DEPARTMENT**  
**MONTHLY REPORT**

<b>Calls</b>				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October			123	118
November			105	91
December			117	101
January			88	
February			114	
March	88	93		
April	81	118		
May	99	114		
June	111	106		
July	105	107		
August	110	116		
September	114			
<b>Y-T-D Total</b>	<b>0</b>	<b>708</b>	<b>1201</b>	<b>310</b>

<b>Traffic Stops</b>				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October			205	215
November			186	199
December			156	145
January			124	
February			117	
March	162	169		
April	178	122		
May	210	241		
June	200	216		
July	223	241		
August	288	289		
September	229			
<b>Y-T-D Total</b>	<b>0</b>	<b>1490</b>	<b>2066</b>	<b>559</b>

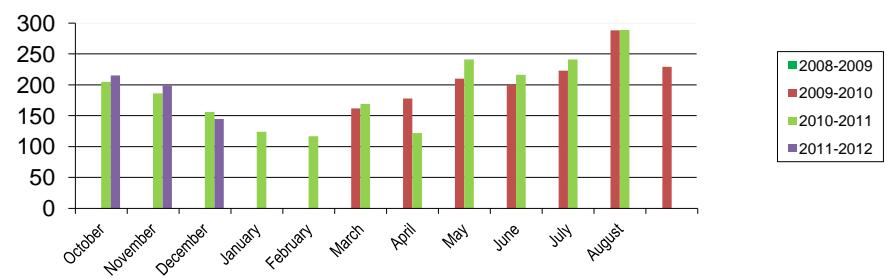
  

<b>Total Reports</b>				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	22	19	30	21
November	18	19	24	12
December	17	12	17	13
January	21	12	16	
February	24	20	13	
March	13	20	17	
April	23	17	17	
May	20	18	18	
June	24	23	23	
July	13	14	19	
August	19	24	25	
September	27	17		
<b>Y-T-D Total</b>	<b>241</b>	<b>215</b>	<b>219</b>	<b>46</b>

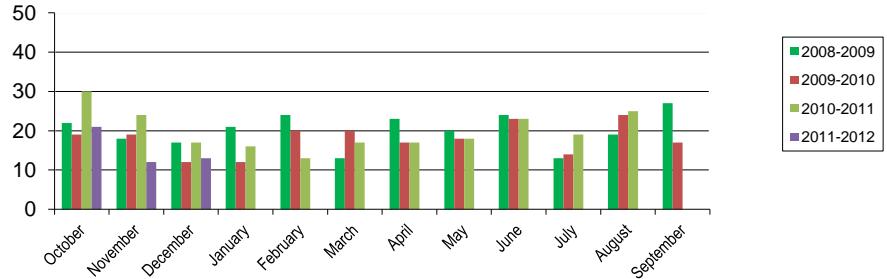
**Calls**



**Traffic Stops**



**Total Reports**



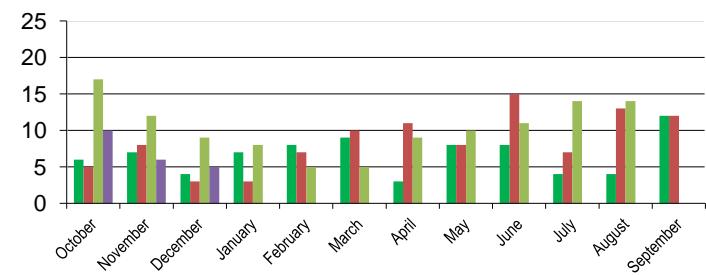
City of Parker  
POLICE DEPARTMENT  
MONTHLY REPORT

<b>Total Arrests</b>				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	6	5	17	10
November	7	8	12	6
December	4	3	9	5
January	7	3	8	
February	8	7	5	
March	9	10	5	
April	3	11	9	
May	8	8	10	
June	8	15	11	
July	4	7	14	
August	4	13	14	
September	12	12		
<b>Y-T-D Total</b>	<b>80</b>	<b>102</b>	<b>114</b>	<b>21</b>

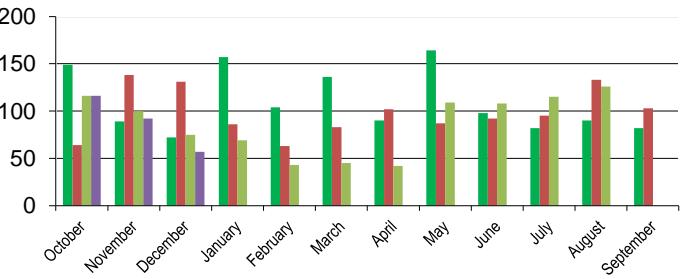
  

<b>Total Citations</b>				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	149	64	116	116
November	89	138	100	92
December	72	131	75	57
January	157	86	69	
February	104	63	43	
March	136	83	45	
April	90	102	42	
May	164	87	109	
June	98	92	108	
July	82	95	115	
August	90	133	126	
September	82	103		
<b>Y-T-D Total</b>	<b>1313</b>	<b>1177</b>	<b>948</b>	<b>265</b>

**Total Arrests**



**Total Citations**



**City of Parker  
POLICE DEPARTMENT  
VEHICLE MAINTENANCE**

## RESERVE OFFICERS



## BUILDING PERMIT TOTALS

Dec-11

ACCESSORY/OUTBUILDING PERMITS	1
IRRIGATION/LAWN SPRINKLER PERMITS	4
MISCELLANEOUS PERMITS	8
SWIMMING POOL PERMITS	0
REMODEL/ADDITION PERMITS	0
SINGLE FAMILY RESIDENTIAL PERMITS	1
INSPECTIONS	42

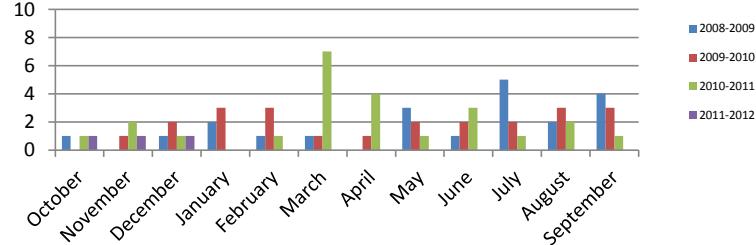
CITY OF PARKER  
PERMIT LOG  
DECEMBER 2011

PERMIT NUMBER	ISSUE DATE	TYPE	ADDRESS	CONTRACTOR	DESCRIPTION	ESTIMATED VALUE	SQUARE FOOTAGE	PERMIT FEE	DEPOSIT FEE	WATER METER FEE
20111027	12/15/2011	ACC	5802 CORINTH CHAPEL RD	NELSON	ARBOR	\$4,500.00	240	\$100.00	N/A	N/A
20112007	12/6/2011	ELEC	3508 HOGGE DR	MEGA ELECTRIC	NEW SERVICE AT FRONT GATE ENTRY	N/A	N/A	\$75.00	N/A	N/A
20112008	12/8/2011	ELEC	4205 SPRINGHILL ESTATES DR	ART ELECTRIC & HVAC INC	REPLACE METER BASE	N/A	N/A	\$75.00	N/A	N/A
20114015	12/7/2011	IRR	7500 MEADOW GLEN DR	T.D.S. IRRIGATION	IRRIGATION SYSTEM	N/A	N/A	\$75.00	N/A	N/A
20114016	12/9/2011	IRR	6302 NORTHRIDGE PKWY	SOAK N GROW	IRRIGATION SYSTEM	\$1,000.00	N/A	\$75.00	N/A	N/A
20114017	12/13/2011	IRR	6004 SOUTHRIDGE PKWY	SOAK N GROW	IRRIGATION SYSTEM	\$1,000.00	N/A	\$75.00	N/A	N/A
20114018	12/16/2011	IRR	6208 SOUTHRIDGE PKWY	SOAK N GROW	IRRIGATION SYSTEM	\$1,000.00	N/A	\$75.00	N/A	N/A
20115014	12/19/2011	MECH	4902 OLD GATE LN	TOTAL AIR & HEAT	HVAC SYSTEM	N/A	N/A	\$75.00	N/A	N/A
20116023	12/15/2011	MISC	6402 NORTHRIDGE PKWY	J & D ORNAMENTAL IRONWORKS	FENCE	\$4,066.61	N/A	\$75.00	N/A	N/A
			MCCREARY CREEK ESTATES IN FRONT OF LOT 1, BLOCK A	HIGH TECH SIGNS	MCREARY CREEK ESTATES SIGN	\$800.00	N/A	\$75.00	N/A	N/A
20116025	12/15/2011	MISC	7234 MOSS RIDGE RD	GOODMAN SERVICES	FENCE	\$10,000.00	N/A	\$75.00	N/A	N/A
20116027	12/21/2011	MISC	1904 DUBLIN RD	MANUEL JIMENEZ	FENCE	\$6,000.00	N/A	\$150.00	N/A	N/A
20117056	12/19/2011	PLUM	5100 CIMMARON CIR	HUTCHINS SERVICES	REPLACE 50 GAL ELEC WH	N/A	N/A	\$75.00	N/A	N/A
20119029	12/12/2011	SFR	5005 RESERVE CT	KIRLIN HOMES	NEW RESIDENCE	\$1,025,000.00	10828	\$6,638.52	\$1,000.00	\$2,000.00
								\$7,713.52	\$1,000.00	\$2,000.00

## PERMIT GRAPHS

<b>Accessory/Outbuildings Permits</b>				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	1	0	1	1
November	0	1	2	1
December	1	2	1	1
January	2	3	0	
February	1	3	1	
March	1	1	7	
April	0	1	4	
May	3	2	1	
June	1	2	3	
July	5	2	1	
August	2	3	2	
September	4	3	1	
<b>Y-T-D Total</b>	<b>21</b>	<b>23</b>	<b>24</b>	<b>3</b>

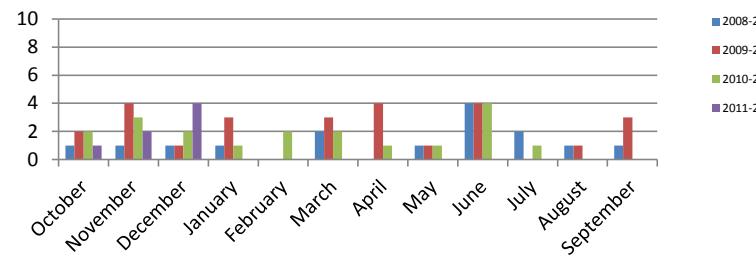
### **Accessory/Outbuilding Permits**



### **Irrigation/Lawn Sprinkler Permits**

Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	1	2	2	1
November	1	4	3	2
December	1	1	2	4
January	1	3	1	
February	0	0	2	
March	2	3	2	
April	0	4	1	
May	1	1	1	
June	4	4	4	
July	2	0	1	
August	1	1	0	
September	1	3	0	
<b>Y-T-D Total</b>	<b>15</b>	<b>26</b>	<b>19</b>	<b>7</b>

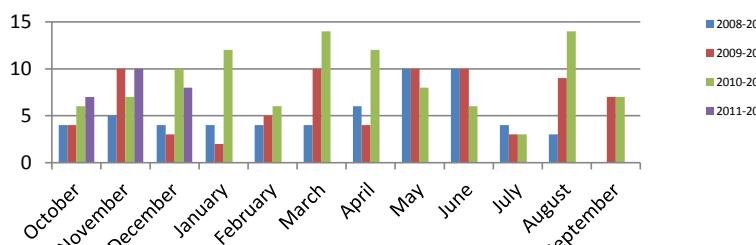
### **Irrigation/Lawn Sprinkler Permits**



### **Miscellaneous Permits**

Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	4	4	6	7
November	5	10	7	10
December	4	3	10	8
January	4	2	12	
February	4	5	6	
March	4	10	14	
April	6	4	12	
May	10	10	8	
June	10	10	6	
July	4	3	3	
August	3	9	14	
September	8	7	7	
<b>Y-T-D Total</b>	<b>66</b>	<b>77</b>	<b>105</b>	<b>25</b>

### **Miscellaneous Permits**

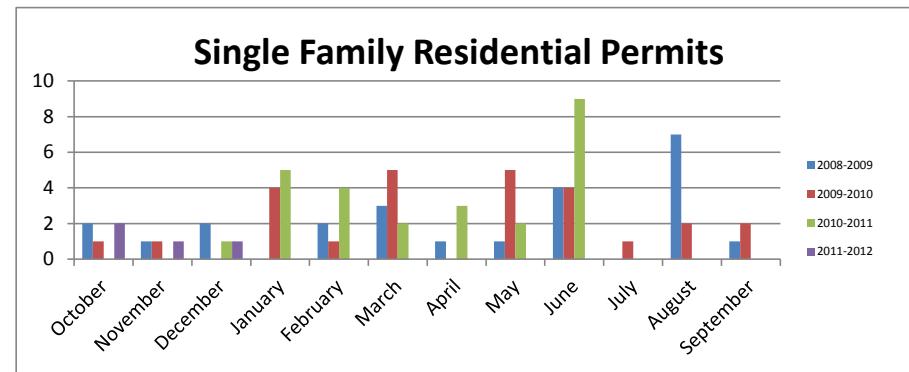
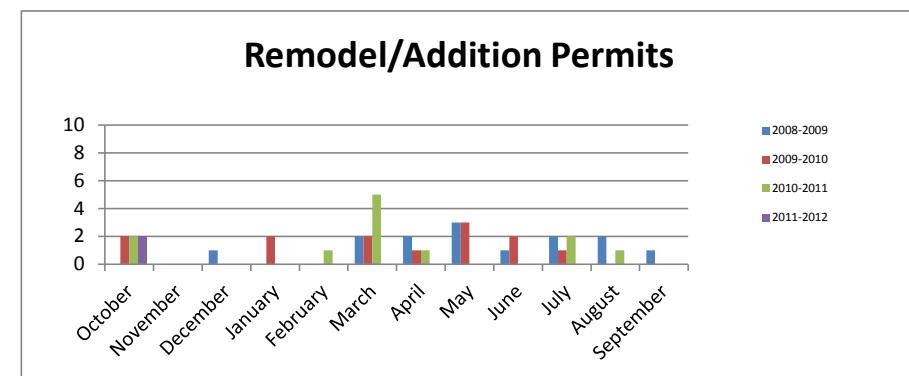
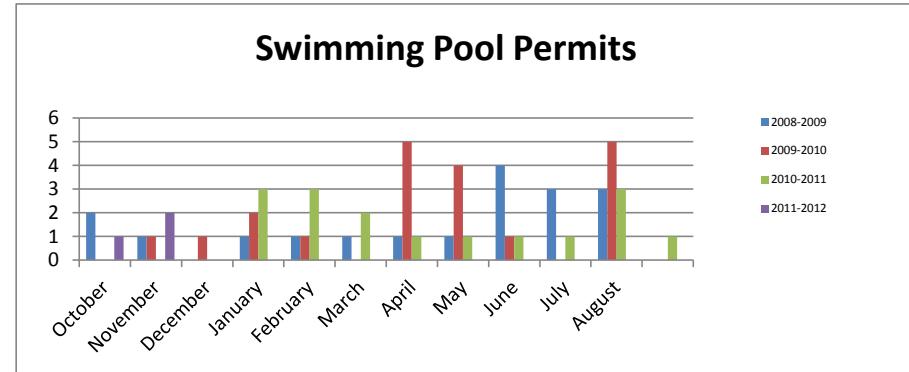


## PERMIT GRAPHS

<b>Swimming Pool Permits</b>				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	2	0	0	1
November	1	1	0	2
December	0	1	0	0
January	1	2	3	
February	1	1	3	
March	1	0	2	
April	1	5	1	
May	1	4	1	
June	4	1	1	
July	3	0	1	
August	3	5	3	
September	2	0	1	
Y-T-D Total	20	20	16	3

<b>Remodel/Addition Permits</b>				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	0	2	2	2
November	0	0	0	0
December	1	0	0	0
January	0	2	0	
February	0	0	1	
March	2	2	5	
April	2	1	1	
May	3	3	0	
June	1	2	0	
July	2	1	2	
August	2	0	1	
September	1	0	0	
Y-T-D Total	14	13	12	2

<b>Single Family Residential Building Permits</b>				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	2	1	0	2
November	1	1	0	1
December	2	0	1	1
January	0	4	5	
February	2	1	4	
March	3	5	2	
April	1	0	3	
May	1	5	2	
June	4	4	9	
July	0	1	0	
August	7	2	0	
September	1	2	2	
Y-T-D Total	24	26	28	4



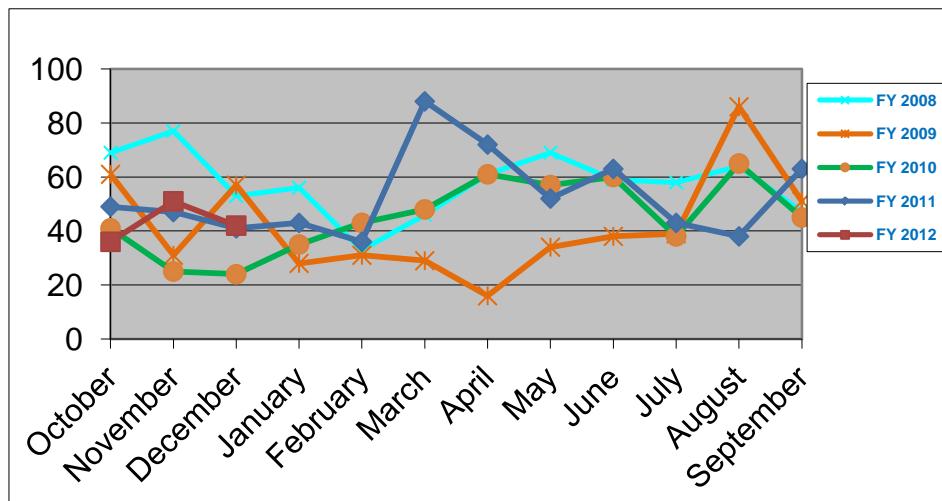
**INSPECTION LOG**  
**DECEMBER 2011**

**ASYST REPORT**

Type	Number	Inspection	Completion Date	Comments
ACCESSORY/OUTBUILDING	20111024	Building Final	12/2/2011	
ACCESSORY/OUTBUILDING	20111025	Foundation	12/12/2011	
ELECTRICAL	20112007	Electrical Inspection	12/13/2011	
ELECTRICAL	20112008	Building Final	12/8/2011	METER BASE REPLACEMENT
FIRE SPRINKLER	20113006	Fire Final	12/20/2011	FAILED 12.15.11
FIRE SPRINKLER	20113007	Fire Final	12/16/2011	
MISCELLANEOUS	20116022	Fence Final	12/15/2011	
PLUMBING	20117053	Water Heater	12/2/2011	
PLUMBING	20117054	Water Heater	12/1/2011	
PLUMBING	20117055	Water Heater	12/2/2011	
PLUMBING	20117056	Water Heater	12/21/2011	
REMODEL/ADDITION	20118011	Electrical Rough	12/13/2011	
		Mechanical Rough	12/13/2011	
REMODEL/ADDITION	20118012	Electrical Rough	12/13/2011	
		Mechanical Rough	12/13/2011	
		Framing	12/13/2011	
SINGLE FAMILY RESIDENTIAL	20119009	Meter Release - Electric	12/13/2011	
		Meter Release - Gas	12/13/2011	
SINGLE FAMILY RESIDENTIAL	20119012	Plumbing Rough	12/19/2011	
SINGLE FAMILY RESIDENTIAL	20119015	Building Final	12/20/2011	
SINGLE FAMILY RESIDENTIAL	20119016	Driveway Approach	12/8/2011	
		Building Final	12/20/2011	
SINGLE FAMILY RESIDENTIAL	20119017	Building Final	12/19/2011	
SINGLE FAMILY RESIDENTIAL	20119019	Driveway Approach	12/1/2011	
		Meter Release - Electric	12/4/2011	
		Meter Release - Gas	12/4/2011	
		Building Final	12/20/2011	
SINGLE FAMILY RESIDENTIAL	20119020	Meter Release - Electric	12/1/2011	
SINGLE FAMILY RESIDENTIAL		Meter Release - Gas	12/1/2011	
		Building Final	12/19/2011	
SINGLE FAMILY RESIDENTIAL	20119026	Plumbing Rough	12/22/2011	NEED FORM SURVEY
SINGLE FAMILY RESIDENTIAL	20119027	Foundation	12/8/2011	
SINGLE FAMILY RESIDENTIAL	20119029	T-Pole	12/21/2011	FAILED 12.16.11
		Plumbing Rough	12/21/2011	
SWIMMING POOL	201110014	Pool Final	12/14/2011	
SWIMMING POOL	201110015	Fence Final	12/2/2011	
		Pool Protection Certification	12/2/2011	
SWIMMING POOL	201110016	Belly Steel	12/1/2011	
		Gas Line to Pool Heater	12/1/2011	
SWIMMING POOL	201110016	Deck Steel	12/19/2011	
SWIMMING POOL	201110017	Gas Line to Pool Heater	12/8/2011	FAILED 11/22/11
		Deck Steel	12/8/2011	
			<b>TOTAL=</b>	<b>42</b>

## Monthly Inspection Report

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
October	69	61	41	49	36
November	77	31	25	47	51
December	53	57	24	41	42
January	56	28	35	43	
February	33	31	43	36	
March	46	29	48	88	
April	61	16	61	72	
May	69	34	57	52	
June	59	38	60	63	
July	58	39	38	43	
August	64	86	65	38	
September	47	51	45	63	
Year Total	692	501	542	635	



CODE ENFORCEMENT REPORT  
2011-2012

Violation Description	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
High Grass	2	1	1										4
Illegal Dumping													0
Illegal Structure	1												1
Illegal Vehicle			1										1
Junked Vehicles		2	1										3
Lot Maintenance	2	2	1										5
Trash and Debris	5												5
<b>ITEM TOTALS</b>	<b>10</b>	<b>5</b>	<b>4</b>	<b>0</b>	<b>19</b>								

Officer Actions	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
Verbal Warnings	5	6	5										16
Complied/Resolved	5	6	5										16
10 Day Notice (Letters Mailed)	3	2	2										7
Extension Granted	2												2
Complied/Resolved	2	2	2										6
Citations Issued													0
Stop Work Order													0
Misc													0
<b>ITEM TOTALS</b>	<b>17</b>	<b>16</b>	<b>14</b>	<b>0</b>	<b>47</b>								

