



AGENDA

CITY COUNCIL REGULAR MEETING

APRIL 18, 2023 @ **6:00 PM**

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, April 18, 2023, at 6:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002. The City Council meeting will be open to the public and live streamed.

Pursuant to Texas Government Code § 551.127, notice is given that it is the intent of the City Council that a quorum of the Council will be physically present for the above-referenced meeting at Parker City Hall, 5700 E. Parker Road, Parker, Texas. Some council members or City employees may participate in this meeting remotely by means of video conference call in compliance with state law.

CALL TO ORDER – Roll Call and Determination of a Quorum

EXECUTIVE SESSION START TO FINISH - Pursuant to the provisions of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

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

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

RECONVENE REGULAR MEETING.

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.

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.

ITEMS OF COMMUNITY INTEREST

GREAT AMERICAN CLEANUP (FLYER) - SATURDAY, APRIL 22, 2023, 9 AM-11AM

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 22, 2023, 10AM-2PM

REMINDER – MAY 6, 2023 – GENERAL ELECTION (EV AND ED INFO)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 23	Apr 24 Early Voting 8am to 5pm	Apr 25 Early Voting 8am to 5pm	Apr 26 Early Voting 8am to 5pm	Apr 27 Early Voting 8am to 5pm	Apr. 28 Early Voting 8am to 5pm	Apr. 29 Early Voting 8am to 5pm
Apr 30	May 1 Early Voting 7am to 7pm	May 2 Early Voting 7am to 7pm	May 3	May 4	May 5	May 6 Election Day 7am to 7pm

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, MAY 10, 2023, 5 PM

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

1. APPROVAL OF MEETING MINUTES FOR APRIL 4, 2023.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION CANCELING THE MAY 2, 2023, REGULAR MEETING DUE TO MAY 6, 2023, GENERAL AND SPECIAL ELECTION EARLY VOTING, 7AM-7PM.

INDIVIDUAL CONSIDERATION ITEMS

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-732 APPROVING A CONTRACT FOR A WATER IMPACT FEE ANALYSIS.
4. CONSIDER A VARIANCE FOR WHITESTONE ESTATES MONUMENT SIGN.

ROUTINE ITEMS

5. UPDATE(S):

FM2551

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

[March 2023 - Building Permit/Code Report](#)

[March 2023 – Court Report](#)

[March 2023 – Finance \(monthly financials\) Report \(monthly financials\) Report](#)

[Investment 1st Qtr. Report 2023](#)

[March 2023 – Police Report](#)

[March 2023 – Website \(PIWIK\) Report](#)

DONATION(S)

6. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500)

Ranchview Estates Neighborhood residents donated snacks valued at \$35 to the Parker Police Department.

FUTURE AGENDA ITEMS

7. FUTURE AGENDA ITEMS

WORKSHOP

8. COMPREHENSIVE PLAN

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 or before April 14, 2023, 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.

Date Notice Removed

Patti Scott Grey
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:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	April 10, 2023
Exhibits:	<u>None</u>	

AGENDA SUBJECT

GREAT AMERICAN CLEANUP ([FLYER](#)) - SATURDAY, APRIL 22, 2023, 9 AM-11AM

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 22, 2023, 10AM-2PM

REMINDER – MAY 6, 2023 – GENERAL ELECTION (EV AND ED INFO)

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PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, MAY 10, 2023, 5 PM

SUMMARY

Please review information provided.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/12/2023
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/12/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/13/2023

GREAT AMERICAN CLEANUP!



★ Keep Parker Beautiful ★



wildflower
workday

Come on out and join your neighbors
as we work to Keep Parker Beautiful!

Saturday, April 22
9-11 am
Parker City Hall



<https://parkerfest.org/go?earthday>

Sponsored by City of Parker Parks and Recreation Commission

Earth Day 2023 is Saturday April 22nd. This year we will host two events simultaneously, 9am-11am at Parker City Hall:

Great American Cleanup

Join us in front of Parker City Hall. We'll stroll over to the Preserve and clean up any litter and debris we see. Trash bags, gloves, grippers and such items will be provided, as well as water bottles.

Wildflower Workday

Join us in front of Parker City Hall. We'll head over to our very own wildflower patch and give it some affection and attention.

Interested? Let us know by visiting <https://parkerfest.org/go?earthday> . We'll get back to you and coordinate things. If you have any questions, you can reach out to us by email at earthday@parkerfest.org. Thanks for joining us to help *Keep Parker Beautiful!*

Students: We offer Community Service hours!



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	April 10, 2023
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR APRIL 4, 2023.

SUMMARY

Please review the attached minutes. If you have any questions, comments, and/or corrections, please contact the City Secretary at PGrey@parkertexas.us prior to the City Council meeting.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/13/2023
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/13/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/14/2023



MINUTES
CITY COUNCIL MEETING
APRIL 4, 2023

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 6:00 p.m. Mayor Pro Tem Michael Slaughter (arrived at 6:45 p.m.) and Councilmembers Diana M. Abraham (arrived at 6:02 p.m.), Terry Lynch, Cindy Meyer and Jim Reed were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Interim City Attorney Catherine Clifton, Public Works Director Gary Machado, Fire Chief Mike Sheff, and Police Chief Kenneth Price

CONSENT AGENDA (1 or 2) Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-731, APPOINTING KENNETH PRICE POLICE CHIEF.

Mayor Pettle spoke briefly about our new Police Chief Kenneth Price, stating Chief Price has served the City of Parker, Texas since 2005 and has been in law enforcement for 31 years.

MOTION: Councilmember Lynch moved to approve Resolution No. 2023-731, appointing Kenneth Price Police Chief as presented. Councilmember Meyer seconded with Councilmembers Lynch, Meyer, and Reed voting for the motion. Motion carried 3-0.

The Mayor administered the Chief's Oath of Office and Chief Price's mother-in -law, Carol Carter, pinned him. Police Chief Price thanked those present. [See Exhibit 1 – Police Chief Kenneth Price's signed Oath, dated April 4, 2023].

Mayor Pettle recessed the regular meeting at 6:03 p.m., to allow family members and staff to congratulate the new Parker Police Chief and take pictures.

RECEPTION (6:00 PM – 6:30 PM)

RECEPTION WELCOMING OUR NEW POLICE CHIEF KENNETH PRICE

Mayor Pettle reconvened the regular meeting at 6:38 p.m.

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

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

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

Mayor Lee Pettle recessed the regular meeting to Executive Session at 6:39 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 8:06 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Jim Reed led the pledge.

TEXAS PLEDGE: Councilmember Terry Lynch led the pledge.

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

No comments

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the following items:

THURSDAY, APRIL 6, 2023 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 6, 2023, GENERAL ELECTION (**IMPORTANT 2023 ELECTION DATES**)

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, APRIL 12, 2023, 5 PM

CANDIDATES NIGHT – THURSDAY, APRIL 13, 2023, 7 PM – VICTORY CHURCH – 6301 E. PARKER ROAD

GREAT AMERICAN CLEANUP ([FLYER](#)) - SATURDAY, APRIL 22, 2023, 9 AM-11AM

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 22, 2023, 10AM-2PM

REMINDER – MAY 6, 2023 – GENERAL ELECTION (EV AND ED INFO)

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CONSENT AGENDA (2 or 2) Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.

1. APPROVAL OF MEETING MINUTES FOR MARCH 21, 2023.

MOTION: Mayor Pro Tem Slaughter moved to approve the remaining consent agenda item(s), consisting of the March 21, 2023 minutes, as presented. Councilmember Reed seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION FROM THE PARKER WOMEN'S CLUB (PWC) FOR THE FIRE AND POLICE DEPARTMENTS FOR APPROXIMATELY \$1,600. [PROCEEDS FROM THE MARCH 25, 2023 1ST RESPONDER SUPPORT DRIVE THROUGH DROP-OFF]

MOTION: Councilmember Reed moved to accept PWC's generous donation to the Fire and Police Departments as listed. Councilmember Lynch seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

ROUTINE ITEMS

3. UPDATE(S):

FM 2551

City Administrator Olson and Director of Public Works Machado commented Texas Department of Transportation (TxDot) will be bidding the widening of Dillehay Drive project next week. Mr. Olson and Mr. Machado also indicated there is a valve problem at Parker Road and Hogge Drive that will need to be addressed.

DONATION(S)

4. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500). [PETTLE]

Yang & Lin Wang donated chocolates valued at \$15 to the Parker Police Department.

Mayor Pettle, on behalf of herself, City Council, and City Staff, thanked the donors for their kind and generous donations.

FUTURE AGENDA ITEMS

5. FUTURE AGENDA ITEMS

Mayor Pettle asked if there were any items to be added to the future agenda.

Hearing no additional requests, the Mayor encouraged everyone to email her any requests. She noted there would be a Capital Improvement Plan (CIP) meeting, Tuesday, April 11, 2023, at 6:00 p.m. and the next regularly scheduled meeting would be Tuesday, April 18, 2023.

ADJOURN

Mayor Lee Pettle adjourned the meeting at 8:24 p.m.

APPROVED:

Mayor Lee Pettle

Approved on the 18th day
of April, 2023.

ATTESTED:

Patti Scott Grey, City Secretary

PROPOSED

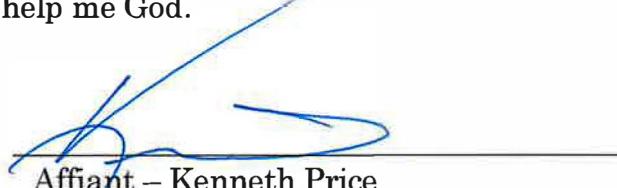


Exhibit 1

STATE OF TEXAS)
COUNTY OF COLLIN)

In the name and by the authority of
The State of Texas
OATH OF OFFICE

I, Kenneth Price, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of CHIEF OF POLICE, CITY OF PARKER, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



Affiant – Kenneth Price

SWORN TO and subscribed before me by affiant on this 4th day of April , 2023 .



Signature of Notary Public or Other Officer
Administering Oath

Printed or Type Name

CITY OF PARKER, COLLIN COUNTY, TEXAS



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	April 10, 2023
Exhibits:	<u>None</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION CANCELING THE MAY 2, 2023, REGULAR MEETING DUE TO MAY 6, 2023, GENERAL AND SPECIAL ELECTION EARLY VOTING, 7AM-7PM.

SUMMARY

Please note the May 6, 2023, General and Special Election Early Voting will be conducted in the City Council Chambers on Tuesday, May 2, 2023, 7am – 7pm.

REMINDER – MAY 6, 2023 – GENERAL ELECTION (EV AND ED INFO)

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POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/13/2023
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/13/2023 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	04/14/2023



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Administrator Olson
Estimated Cost:	Date Prepared:	April 10, 2023
Exhibits:	1. Proposed Resolution 2. Contract 3. 2016-2026 Impact Fee Report	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-732 APPROVING A CONTRACT FOR A WATER IMPACT FEE ANALYSIS.

SUMMARY

The City of Parker in 2017 approved the attached impact fee report. Since the impact fee has been passed the City of Parker has experienced unprecedented growth. City Engineer John Birkhoff, Public Works Director Gary Machado, and City Administrator Luke Olson have had extensive conversations on undertaking a new fee analysis. The City of Parker should do this every five years to make sure the development that is coming in is paying its fair share for the water utility system.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/13/2023
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/13/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/14/2023

RESOLUTION NO. 2023-732
(PROFESSIONAL ENGINEERING SERVICES WATER IMPACT FEE AGREEMENT)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING THE TERMS AND CONDITIONS OF THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT OF THE CITY OF PARKER AND BIRKHOFF, HENDRICKS & CARTER REGARDING WATER IMPACT FEE SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker has deliberated the attributes and conditions of imposing an impact fee for the municipal water system pursuant to the Texas Local Government Code Chapter 395; and

WHEREAS, the City of Parker requested a proposed contract for the required services of professional engineers from the firm of Birkhoff, Hendricks and Carter, which is attached as Exhibit A (the "Agreement"); and

WHEREAS, the City of Parker finds the services to be provided and the terms and conditions of the Agreement are in the best interest of the City and should be approved;

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

SECTION 1. The terms and conditions of the attached Agreement are approved.

SECTION 2. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker to fund and proceed with the Agreement.

SECTION 3. That all provisions of the resolutions of the City of Parker in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the resolution of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

DULY RESOLVED by the City Council of the City of Parker, Texas and effective on this the 18th day of April, 2023.

APPROVED:
CITY OF PARKER

Mayor Lee Pettle

ATTEST:

City Secretary Patti Scott Grey

APPROVED AS TO FORM:

Interim City Attorney Catherine Clifton

Proposed

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Parker, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The City desires to engage the services of the Engineer to prepare the 2023 Water Impact Fee Analysis hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are non-intended to create any third-party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Luke Olson
 City Administrator
 City of Parker
 5700 E. Parker Rd.
 Parker, Texas 75002
 Phone: (972) 442-4105
lolson@parkertexas.us

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

John W. Birkhoff, P.E.
 Birkhoff, Hendricks & Carter, L.L.P.
 11910 Greenville Ave., #600
 Dallas, Texas 75243
 Phone: (214) 361-7900

All notices or communications are required to be given in writing by one party to the other shall be considered as having been given to the addressee on the third day such notice or communication is posted by the sending party. All notices shall be sent by overnight mail (FedEx) with receipt and signature of delivery.

XIV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XV. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF PARKER, TEXAS
A Texas General Law City

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
A Texas Limited Liability Partnership
Texas Board of Professional Engineers and Land Surveyor
Engineering Firm No. 526
Land Surveyors Firm No. 100318-00

By: _____

By: John W Birkhoff _____

Date: _____

Date: 3/15/23 _____

ATTEST

By: _____

EXHIBIT “A”

SCOPE OF SERVICES

2023 WATER IMPACT FEE ANALYSIS

A. Engineering Analysis for the Water Impact Fee Calculation

1. Review the water capital improvement projects included in the 2023 Water Distribution Master Plan and summarize the current status of the program along with a comparison of actual project cost to the estimates used. City to provide final construction payment, Engineer fees paid and easement/ROW cost on Water projects for all completed water projects that City participated in the cost from available City records.
2. Analysis based on a single service area map that is bounded by projected City Limit lines that includes Extra Territorial Jurisdiction (ETJ).
3. Development of a 10-year capital improvement program including Opinion of Probable Construction Cost in 2023 dollars and implementation schedule. The 10-year Capital Improvement Program will be based on land use and growth assumptions provided by the City of Parker.
4. Inventory new and existing water projects eligible for the impact fee program. Specifically excluded from the impact fee analysis is water treatment, pumping and transmission facilities owned and operated by the North Texas Municipal Water District. Include in Impact Fee the NTMWD cost to provide supply line to Central Pump Station.
5. For each water project identified, analyze the capacity currently utilized, total capacity available, the capacity utilized over the impact fee period.
6. Review of the existing living unit equivalent (LUE) for the water impact fee. Water meter count by size shall be provided by the city.
7. Calculate the water impact fee based on the list of projects eligible for recovery, actual construction cost of existing projects, projected cost of projects on the 10-year C.I.P, living unit equivalent and the utilized capacity of the facilities over the 10-year period. Maximum fee will be based on 50% of total allowable fees.
8. Coordinate information and findings with City staff.
9. Participate in four public meetings.

B. Impact Fee Deliverables

1. Prepare and deliver one (1) unbound original plan document of the Engineering Analysis for the Impact Fee Report. The report will be capable of reproduction by the City.
2. Prepare and deliver ten (10) bound copies of the Engineering Analysis for the Impact Fee Report, including methodology of the analysis.
3. Present the findings to the City staff, Impact Fee Advisory Committee and/or City Council.

C. City's Responsibility

1. Population Projections: January 2023, January 2033, and Buildout.
2. Land Use Plan adopted by City Council.
3. Land Use Absorption in 10-year period: Residential.
4. Final Payment Records made to Construction Contractors for Capital Improvement Projects completed in the past twenty years, that records are available.
5. Water Meter Count by Size and Use.
6. Cost Data on Water CIP Projects.

D. Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- 1) Legal Services
- 2) Preparation of Ordinance
- 3) Public Notice Notifications
- 4) Scheduling of Advisory Committee and Council Meeting
- 5) Public Meetings beyond Four
- 6) Fiduciary responsibility to the City

EXHIBIT “B”

COMPENSATION

2023 WATER IMPACT FEE ANALYSIS

Compensation for engineering services for the Water Impact Fee for this contract shall be based on a lump sum amount. The total fee will not exceed \$25,800.00 without written approval from the City of Parker.

Billings shall be posted monthly based on percent of services completed on the contract, with payment due within thirty days from the date of the invoice.

WATER IMPACT FEE REPORT

2016 - 2026

Submitted To The City Of



Submitted By

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
SPECIALIZING IN CIVIL ENGINEERING FOR
MUNICIPALITIES AND GOVERNMENTAL AGENCIES

February 2017

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 DEREK B. CHANEY, P.E.
 CRAIG M. KERKHOFF, P.E.

February 16, 2017

Mr. Jeff Flanigan
 City Administrator
 City of Parker
 5700 East Parker Road
 Parker, Texas 75002

Re: Water Impact Fee Study
 2016 - 2026

Dear Mr. Flanigan:

This report presents the results of the City of Parker's Water Impact Fee Study for the planning years 2016 through 2026. This report includes the updated land use assumptions (prepared by the City's Capital Improvements Advisory Committee), the impact fee Capital Improvements Plan, and the Maximum Impact Fees by meter size for new water accounts. The maximum allowable fee per service unit (for a 1-inch water meter), adjusted to fifty percent (50%) of the calculated maximum are:

Maximum Allowable Water Impact Fee per Service Unit \$ 3,938.95

We have enjoyed working with the City on this important study and are available to discuss the findings and conclusions of this updated impact fee further at your convenience. We look forward to our continued working relationship with you and the City of Parker.



Sincerely,

A blue ink signature of Andrew Mata Jr. following the "Sincerely" line.

Andrew Mata Jr., P.E.

**CITY OF PARKER, TEXAS
WATER IMPACT FEE STUDY
2016 TO 2026**

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- Proposed Water Lines Utilized Capacity Tables
- Proposed Water Facilities Utilized Capacity Tables

**CITY OF PARKER, TEXAS
WATER IMPACT FEE STUDY
2016 to 2026**

A. INTRODUCTION

Chapter 395, of the Local Government Code is an act that provides guidelines for financing capital improvements required by new development in municipalities, counties, and certain other local governments. Under Chapter 395, political subdivisions receive authorization to enact or impose impact fees on land that is located within their political subdivision's corporate boundaries or extraterritorial jurisdictions. No governmental entity or political subdivision can enact or impose an impact fee unless they receive specific authorization by state law or by Chapter 395.

An “Impact Fee” is a charge or assessment imposed by a political subdivision for new development within its service area in order to generate revenue for funding or recouping the costs of capital improvements necessitated by and attributable to the new development.¹ The City of Parker’s current water Certificate of Convenient and Necessity (CCN) is CCN No. 10207. The Water Service Area extends to the Extra Territorial Jurisdiction (ETJ) and includes some area located within the City of Wylie. However, the portion of the area located in the City of Wylie was determined by the City’s Impact Fee Advisory Committee to be built out and no additional infrastructure would be needed to support additional growth. The first step in determining an impact fee is preparation of land use and growth assumptions for the service area for the next ten years. That step has been completed and provided by the City’s Impact Fee Advisory Committee in the Land Use Assumptions Report, dated August 29, 2016. Next, a Capital Improvements Plan must be created to describe the water distribution system infrastructure that will be necessary to serve the anticipated land uses and growth. Following the preparation of the Capital Improvements Plan the Water Impact Fee is calculated.

¹ P. 831, Texas Local Government Code, West’s Texas Statutes and Codes, 1998 Edition.

B. WATER IMPACT FEES

The following items can be included in the water impact fee calculation:

- 1) The portion of the cost of the new infrastructure that is to be paid by the City, including engineering, property acquisition and construction cost.
- 2) Existing excess capacity in lines and facilities that will serve future growth and which were paid for in whole or part by the City and part by the Developer.
- 3) Interest and other finance charges on bonds issued by the City to cover its portion of the cost.

These items are summed and the utilized capacity is calculated over the impact fee period. The maximum allowable impact fee per service unit may not exceed fifty percent of the calculated maximum amount of the total utilized capital improvement cost divided by the total number of new standard service units. This maximum allowable impact fee recovers a portion of the City's costs for the construction of facilities to serve the new developments and support new growth. However, the City may recover the maximum fee by crediting the portion of utility service revenue generated by new service units during the 10-year program period.

Chapter 395 requires that an update of the land use assumptions, capital improvements plan, and impact fees be performed every five years, unless it is determined by the political subdivision after a review that such an update is not necessary.

This section of the report constitutes the City's 2016 water portion of the Capital Improvements Plan, and the maximum allowable impact fees. As required by state law, the study period is a ten-year period with 2016 as the base year. The engineering analysis of the water system is based on established land use in the year 2016, projected land use patterns through the year 2026, and on proposed infrastructure.

The engineering analysis portion of the City of Parker's 2016 Impact Fee determines utilized capacity cost of the water distribution system master plan between the years 2016 and 2026.

C. GLOSSARY

1. Advisory Committee means the capital improvements advisory committee established by the City for purposes of reviewing and making recommendations to the City Council on adoption and amendment of the City's impact fee program.
2. Area-related facility means a capital improvement or facility expansion which is designated in the impact fee capital improvements plan and which is not a site-related facility. Area-related facility may include a capital improvement which is located off-site, or within or on the perimeter of the development site.
3. Assessment means the determination of the amount of the maximum impact fee per service unit which can be imposed on new development.
4. Capital improvement means a water facility, wastewater facility or roadway with a life expectancy of three or more years, to be owned and operated by or on behalf of the City.
5. City means the City of Parker, Texas.
6. Credit means the amount of the reduction of an impact fee due, determined under this ordinance or pursuant to administrative guidelines that is equal to the value of area-related facilities provided by a property owner pursuant to the City's subdivision or zoning regulations or requirements, for the same type of facility.
7. Facility expansion means either a water facility expansion, sewer facility expansion or roadway expansion.
8. Final plat approval means the point at which the applicant has complied with all conditions of approval in accordance with the City's subdivision regulations, and the plat has been approved for filing with Collin County.
9. Impact fee means either a fee for water facilities, wastewater facilities or roadway facilities, imposed on new development by the City pursuant to Chapter 395 of the Texas Local Government Code in order to generate revenue to fund or recoup the costs of capital improvements or facility expansion necessitated by and attributable to such new development. Impact fees do not include the dedication of rights-of-way or easements for

such facilities, or the construction of such improvements, imposed pursuant to the City's zoning or subdivision regulations.

10. Impact fee capital improvements plan means either a water capital improvements plan, wastewater capital improvements plan or roadway capital improvements plan, adopted or revised pursuant to the impact fee regulations.
11. Land use assumptions means the projections of population and growth, and associated changes in land uses, densities and intensities over at least a ten-year period, as adopted by the City and as may be amended from time to time, upon which the capital improvements plans are based.
12. Land use equivalency table means a table converting the demands for capital improvements generated by various land uses to numbers of service units, as may be amended from time to time.
13. New development means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.
14. Plat has the meaning given the term in the City's subdivision regulations. Plat includes replat.
15. Platting has the meaning given the term in the City's subdivision regulations. Platting includes replatting.
16. Property owner has the meaning given the term in the City's subdivision regulations. Property owner includes the developer for a new development.
17. Recoupment means the imposition of an impact fee to reimburse the City for capital improvements which the City had previously oversized to serve new development.
18. Service area means either a water service area or wastewater benefit area within the City, within which impact fees for capital improvements or facility expansion will be collected for new development occurring within such area, and within which fees so collected will be expended for those types of improvements or expansions identified in the type of capital

improvements plan applicable to the service area. For roadways, it means a roadway service area within the city limits.

19. Service unit means the applicable standard units of measure shown on the land use equivalency table in the Impact Fees Capital Improvements Plan which can be converted to water meter equivalents, for water or for wastewater facilities, which serves as the standardized measure of consumption, use or generation attributable to the new unit of development. For roadway facilities, the service unit is converted vehicle miles.
20. Site-related facility means an improvement or facility which is for the primary use or benefit of a new development, and/or which is for the primary purpose of safe and adequate provision of water, wastewater or roadway facilities to serve the new development, and which is not included in the impact fees capital improvements plan and for which the property owner is solely responsible under subdivision or other applicable development regulations.
21. Utility connection means installation of a water meter for connecting a new development to the City's water system, or connection to the City's wastewater system.
22. Water facility means a water interceptor or main, pump station, storage tank or other facility included within and comprising an integral component of the City's water storage or distribution system. Water facility includes land, easements or structures associated with such facilities. Water facility excludes site-related facilities.
23. Water facility expansion means the expansion of the capacity of any existing water facility for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing water improvement to serve existing development.
24. Water improvements plan means the adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed 10 years.
25. Water meter means a device for measuring the flow of water to a development, whether for domestic or for irrigation purposes.

D. LAND USE ASSUMPTIONS SUMMARY

Under Chapter 395, of the Local Government Code, “Land Use Assumptions” includes a description of service area and projected changes in land uses, densities, intensities, and population in the service area for a minimum of a 10-year period. In order to impose an impact fee, the City must adopt an order, ordinance, or resolution that establishes a public hearing date to consider the land use assumptions within the designated service area. After the public hearing on the land use assumptions, the City makes a determination of adoption or rejection of the ordinance, order or resolution approving the land use assumptions that will be utilized to develop the Capital Improvement Plan.

The Land Use Assumptions used in this impact fee process were prepared by the City of Parker’s Impact Fee Advisory Committee, and are presented in the following document, titled “Land Use Assumptions Report of the Capital Improvements Advisory Committee of the City of Parker”.



Land Use Assumptions Report of the Capital Improvements Advisory Committee of the City of Parker

Revision C - August 29, 2016

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Executive Summary

The Capital Improvements Advisory Committee (the "Committee") was appointed by the City of Parker City Council to review the subjects identified below and render an opinion on the land use assumptions necessary for the City to create and adopt lawful impact fees for the City of Parker public water system. The Committee has reviewed the Comprehensive Plan, the land use data, the current development within Parker, the current zoning within Parker, and the existing water plans for future growth and development. The Committee's report on the Land Use Assumptions required by Texas Local Government Code with relation to the Committee's work on impact fee research is contained within.

Members of this Committee include regular members of the Planning and Zoning Commission, experienced developers within the City of Parker, its ETJ, and key City personnel.

Table 1 - Capital Improvements Advisory Committee Members

Name	Role
Russell Wright	P&Z Chairman
Joe Lozano	P&Z Vice-Chairman
Cleburne Raney	P&Z Member
Jasmat Sutaria	P&Z Member
Wei Wei Jeang	P&Z Member
JR Douglas	P&Z Alternate, Developer
Steve Sallman	Developer/ETJ Owner
Jim Shepherd	City Attorney
Jeff Flanigan	City Administrator
Patti Scott Grey	City Secretary

Analysis of Existing Conditions

Each member of the Committee is personally familiar with the existing development within the City of Parker. The areas of the City of Parker that are not yet developed were presented by the City Administrator and the relevant maps and data were reviewed. This data review included the population (Exhibit 1), existing zoning (Exhibit 2), and the Comprehensive Plan (Exhibit 3), current Development Map (Exhibit 4), and the Water Master Plan Map (Exhibit 5) for the City as it relates to the undeveloped areas of Parker and its ETJ.

Determination of Service Area

The City Council's charge to the Committee was to render an opinion on the land use assumptions necessary for the City to create and adopt lawful impact fees for the City of Parker public water system. The Committee reviewed the requirements to exclude the provisions and related costs to current development and concentrated on the capital improvements necessary to serve future development based on the existing conditions noted above, and the anticipated use of the comprehensive plan and related development plans of the City, all as required by the Texas Local Government Code. The service area for a water impact fee would be the entire City and its ETJ with respect to new development in any portion of this area.

There is a portion of the City's water service area (CCN, Certificate of Convenience and Necessity) that lies within the City of Wylie. This was discussed as whether it should be included in the impact fee Service Area. The City Administrator noted that the water infrastructure in that area is already built out to specifications that would not necessitate additional infrastructure capital improvements. Therefore, it was concluded by the committee to not include this area within the Service Area.

Additionally, The City has a Special Activities area of approximately 188 acres (Southfork Ranch) which, at some point in the future, could be developed and subsequently subdivided. While there are no specific plans at the time of this writing, it is important to include this area for any future plans.

Growth Projections

Based on the review of the factors set forth in the sections above, *Analysis of Existing Conditions and Determination of Service Area*, the Committee projected the 10 year growth patterns as they relate to water system capital improvements are as set forth in Table 6 - Land Use Assumptions (Exhibit A). The Committee's findings are based on the following discussions and calculations.

Density Calculations

The Committee agrees with the Comprehensive Plan of Parker with regard to the future development of Parker and its ETJ. Consequently, for those areas zoned SF-Single Family, the Committee has projected single family residential units on lots of two acres, with three residents per household. For those areas projected to be zoned SFT-Single Family Transitional, the Committee anticipates 1 acre minimum lots, with a 1.5 acre average size of lots in the subdivision. The population estimate for SFT is also three residents per unit. Additional zoning categories such as Special Activities, Agricultural, Manufactured Housing and non-conforming uses, were all considered in the analysis.

The raw data in Table 2 was used as the basis of the analysis. The Meters column indicates the number of water meters the City was billing in that year. The Estimated Residents (Est. Residents) is based on the assumption of three residents per household, as indicated above. The % Change is expressed as the delta (change in number of meters) from the prior year divided by the number of meters in the prior year, e.g. $98/688=14.2\%$.

Table 2 - Historical Water Meters (i.e. Service Units) for 2000 - Jan 2016

Year	Meters	Est. Residents	Delta	% Change	Std. Dev.
2000	688	2064	688.0		
2001	786	2358	98.0	14.2%	5.1%
2002	938	2814	152.0	19.3%	4.6%
2003	1022	3066	84.0	9.0%	2.1%
2004	1075	3225	53.0	5.2%	1.4%
2005	1121	3363	46.0	4.3%	
2006	1180	3540	59.0	5.3%	
2007	1210	3630	30.0	2.5%	
2008	1258	3774	48.0	4.0%	
2009	1273	3819	15.0	1.2%	
2010	1295	3885	22.0	1.7%	
2011	1320	3960	25.0	1.9%	
2012	1351	4053	31.0	2.3%	
2013	1385	4155	34.0	2.5%	
2014	1404	4212	19.0	1.4%	
2015	1435	4305	31.0	2.2%	
2016	1501	4503	66.0	4.6%	

Referring to the standard deviation of a sample¹ Table 2, we can see the standard deviation for years 2001 and 2002 are significantly greater than several of the later years, so it was concluded that this extreme rate of growth for the City of Parker will likely not repeat itself. However, the Committee concluded the economic factors of many companies moving into the surrounding areas will likely increase

¹ Excel function STDEV.S is used to calculate the standard deviation of a sample.

the growth rate for the next several years, which might indicate above average growth for four to five years (5-6%), followed by slower growth (2-3%). In its final estimation, the committee agreed that 5% growth for the next five years (2017-2021) followed by 3% growth for the following five years (2022-2026) was a reasonable compromise.

When the absolute number of water meters is graphed over the years for which data exists, a curve as shown in Figure 1 develops. For comparison purposes, linear and 3rd order polynomial trend lines are added, along with their respective formulae.

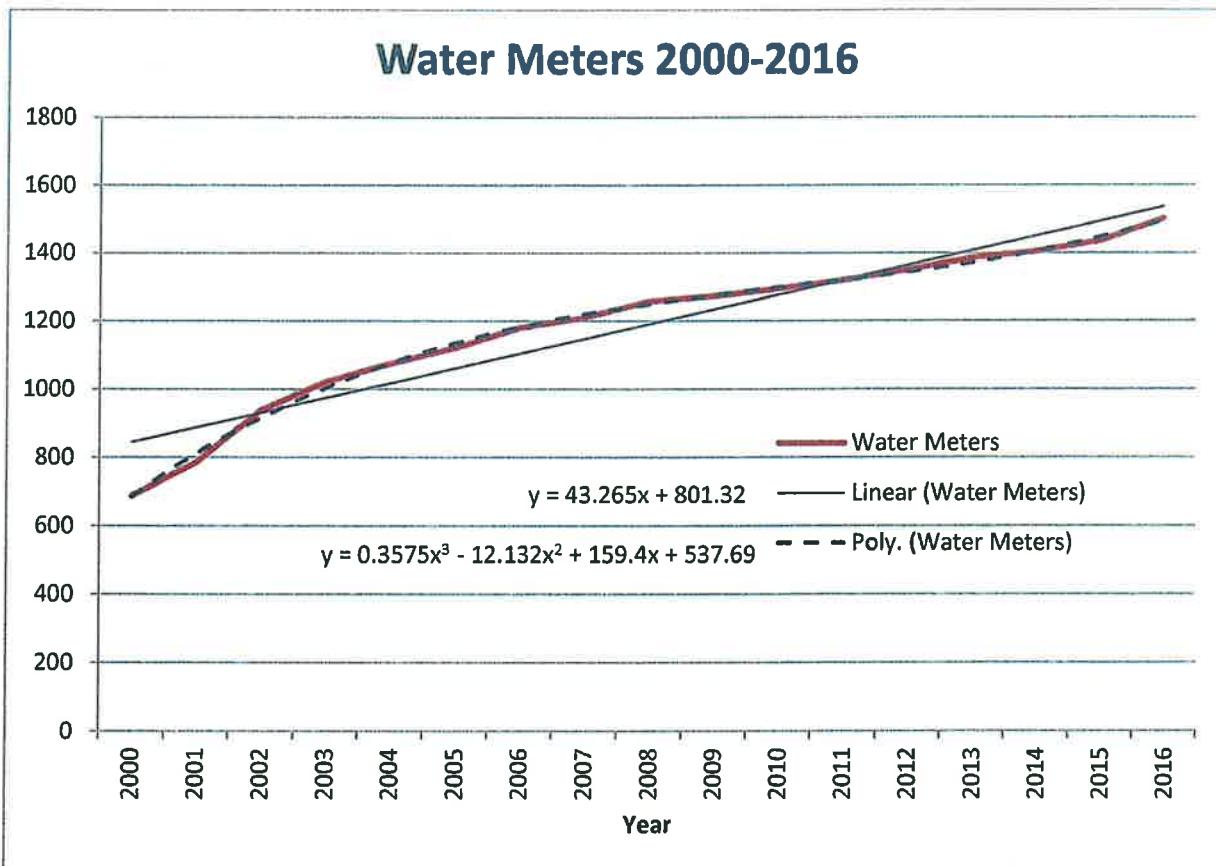


Figure 1 - Water Meter Graph

Figure 2 shows a graphical representation of the tabular data in Table 2. Since there was no detailed recording of service unit numbers prior to the year 2000, it is difficult to determine if the upward trend of the graph is representative of the years prior to 2000. However, as stated earlier, this could represent the beginning of an upward "growth spurt" for the City and this upward trend has been considered in the analysis of the overall growth projections.

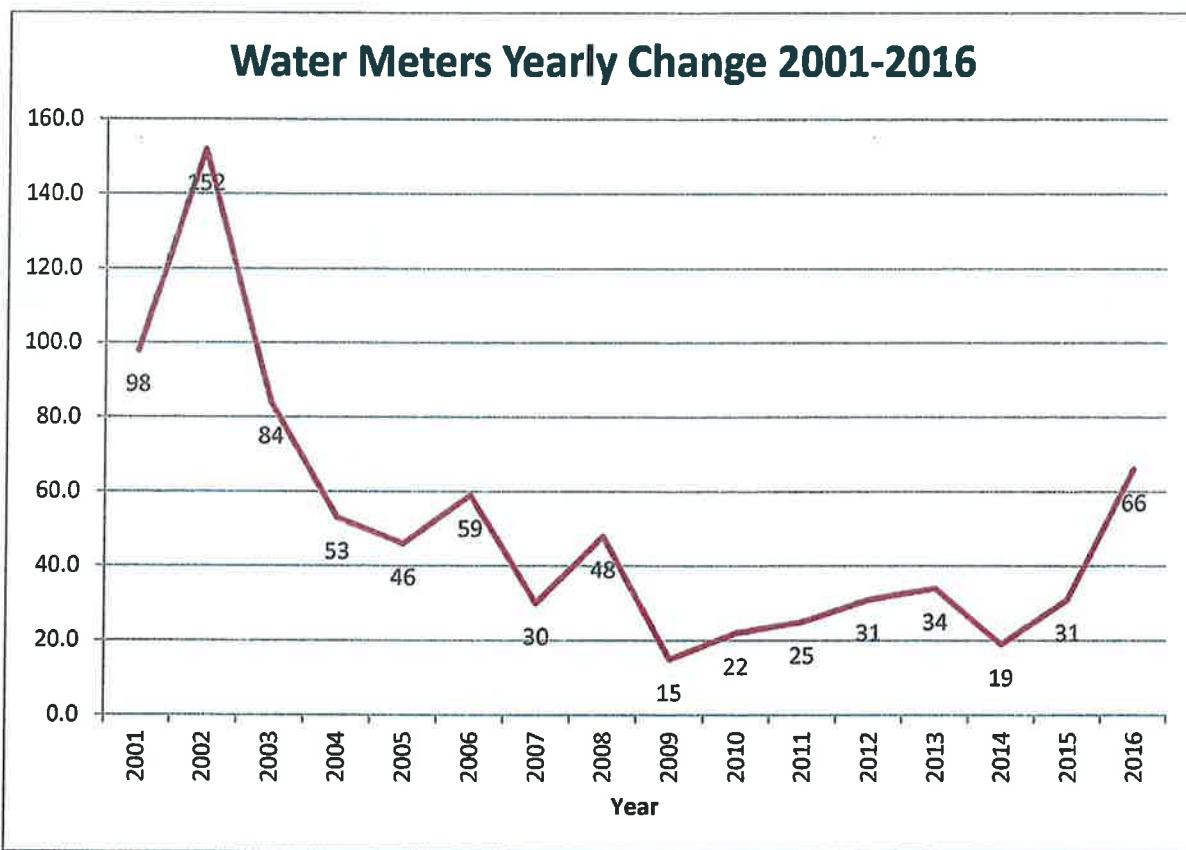


Figure 2 - Water Meters Delta from Prior Year

For selected time periods, average year on year growth rates can be established. Several time periods were used (refer to Table 3) to show the difference in growth rate when some of the outlying data is included or excluded.

Table 3 - Selected Year on Year Growth Rates

Period	# Periods	Avg. YoY Growth Rate
2001-2016	16	5.1%
2003-2016	14	3.4%
2001-2011	10	6.2%
2003-2013	10	3.6%

Build Out

Table 4 shows the analysis of the estimated number of lots, which correspond directly to service units in the City, for areas covered by zoning or development agreements and all undeveloped land. The estimated lots for those areas already approved are actual numbers. For the undeveloped areas a factor of 0.9² is used to allow for those areas dedicated for roads, rights-of-way and other unusable areas.

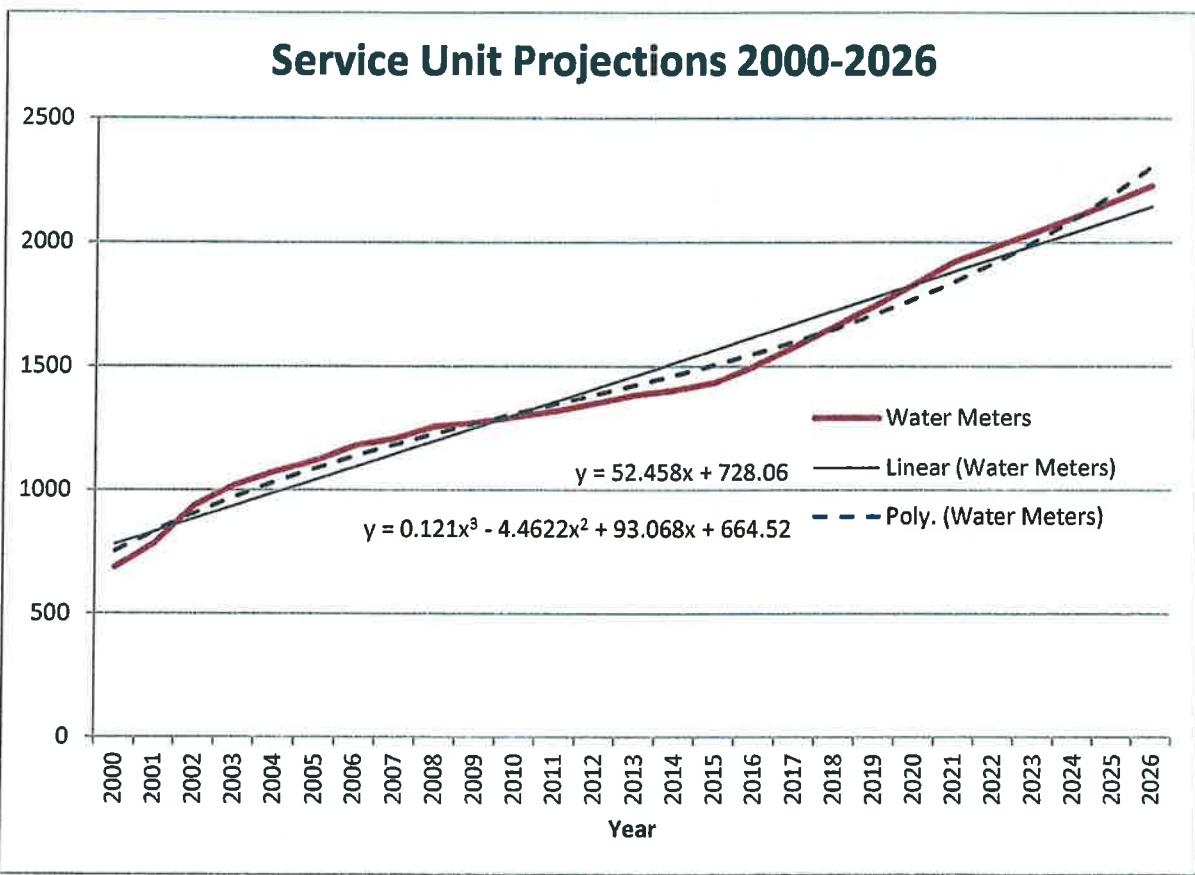
² Formula used: Number of acres * Lots/Acre * 0.9

Table 4 - Future Service Area Impact

Future Service Area	Acres	Lots/Acre	Est. Lots/Service Units	Est. Residents
Approved by Zoning or Development Agreement	1500	0.646	969	2907
Undeveloped in ETJ	720	1	648	1944
Undeveloped Zoned SF	500	0.5	225	675
Undeveloped Zoned SFT	400	0.67	241	724
Current Special Activities Area³	188	2		
Totals	3120	NA	2083	6250

Add plus existing homes.

The current number of residents and population within Parker and its anticipated growth patterns over the next 10 years are as set forth in Table 6 - Land Use Assumptions (Exhibit A). The projections shown in Table 6 provide Parker's ultimate build-out growth projections, including existing development within Parker, anticipated future development on currently undeveloped land within Parker, and development in the extra-territorial jurisdiction (ETJ).

**Figure 3 - Service Unit Projection Graph**

³ Southfork Ranch is a Special Activities area that is included in the table but not included in calculations.

Table 5 - Actual and Estimated Service Units

Year	Meters	Linear equation	Poly equation
2000	688	845	685
2001	786	888	811
2002	938	931	916
2003	1022	974	1004
2004	1075	1018	1076
2005	1121	1061	1135
2006	1180	1104	1182
2007	1210	1147	1219
2008	1258	1191	1250
2009	1273	1234	1276
2010	1295	1277	1299
2011	1320	1320	1321
2012	1351	1364	1345
2013	1385	1407	1372
2014	1404	1450	1406
2015	1435	1493	1447
2016	1501	1537	1498
2017	1581	1580	1561
2018	1660	1623	1639
2019	1743	1666	1733
2020	1830	1710	1846
2021	1922	1753	1979
2022	1979	1796	2136
2023	2039	1839	2317
2024	2100	1883	2526
2025	2163	1926	2764
2026	2228	1969	3034

Table 6 - Land Use Assumptions (Exhibit A)

	2016 (Current)	2021	2026	Buildout
Homes	1,501	1,922	2,228	4,000 ⁴
Mfg'dHousing	75 ⁵	75	75	75
Commercial	0	10	20	20
Public	0	0	0	0
Totals	1,576	2,007	2,323	4,095
Population	4,503	6,021	6,969	12,000

⁴ Buildout based on total population of 12,000

⁵ 75 manufactured houses, 75 houses in CCN (not in City) is a wash

EXHIBIT 1

Year	January Water Meters	x 3 per household
2000	688	2064
2001	786	2358
2002	938	2814
2003	1022	3066
2004	1075	3225
2005	1121	3363
2006	1180	3540
2007	1210	3630
2008	1258	3774
2009	1273	3819
2010	1295	3885
2011	1320	3960
2012	1351	4053
2013	1385	4155
2014	1404	4212
2015	1435	4305
2016	1501	4503

EXHIBIT 2

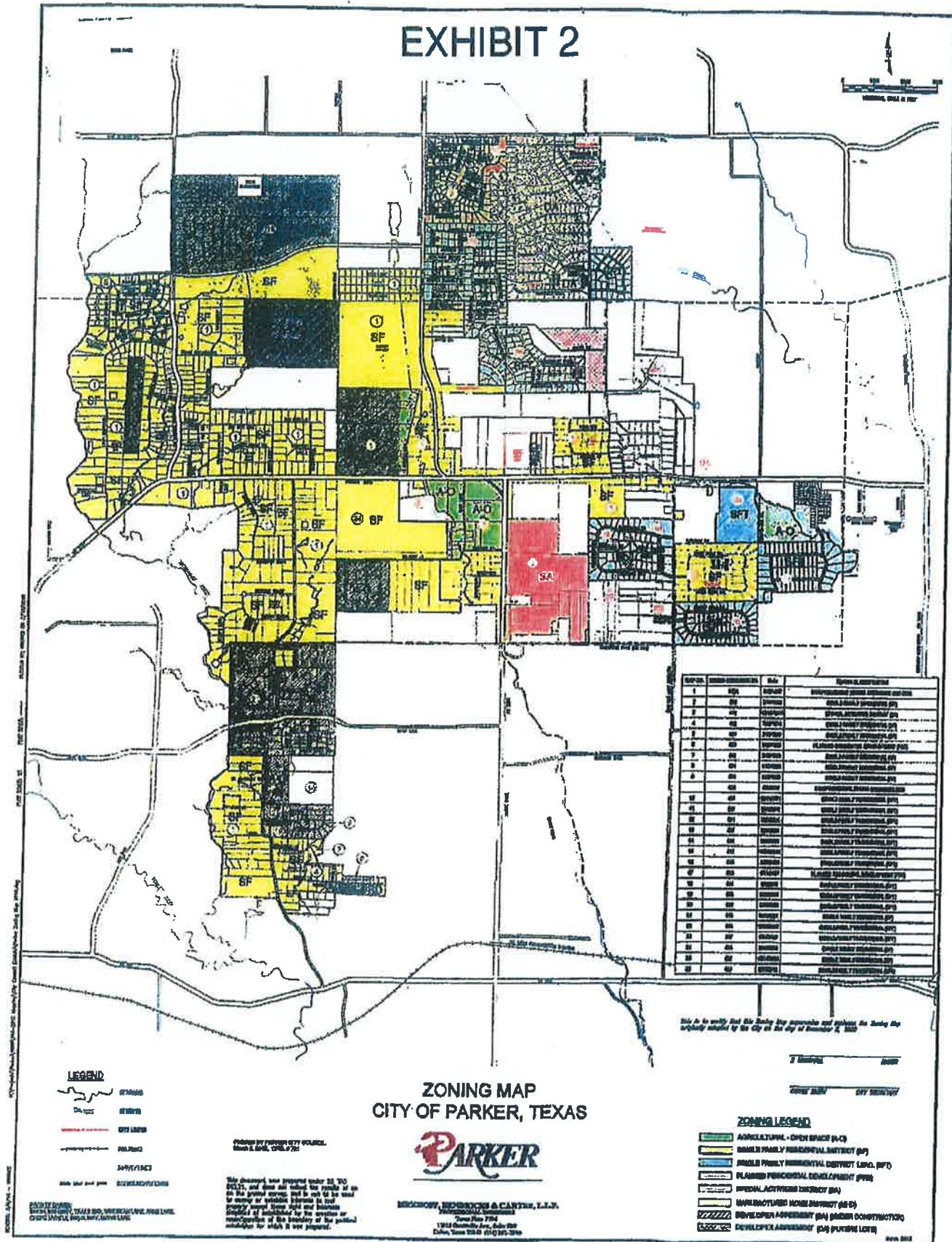


EXHIBIT 3

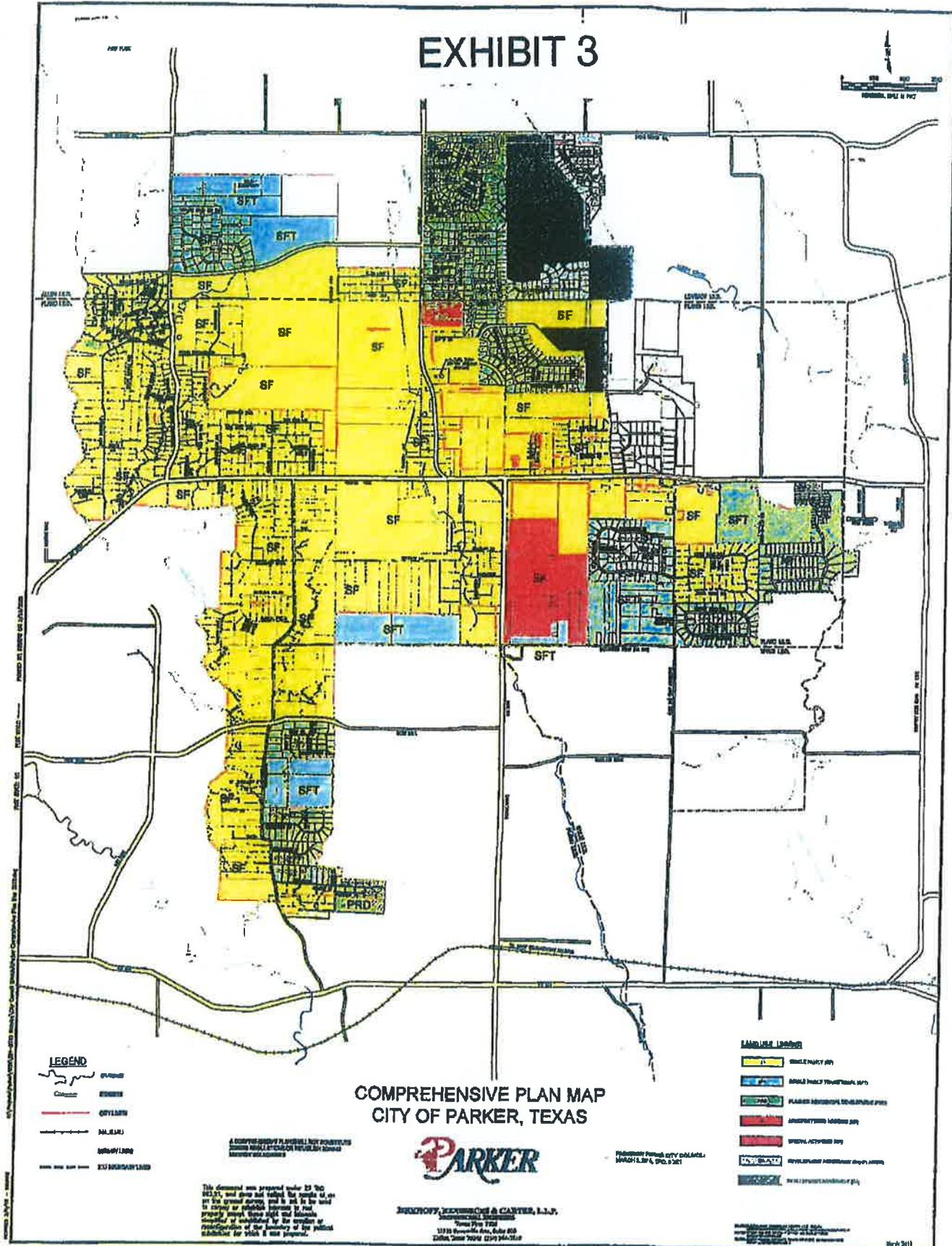


EXHIBIT 4

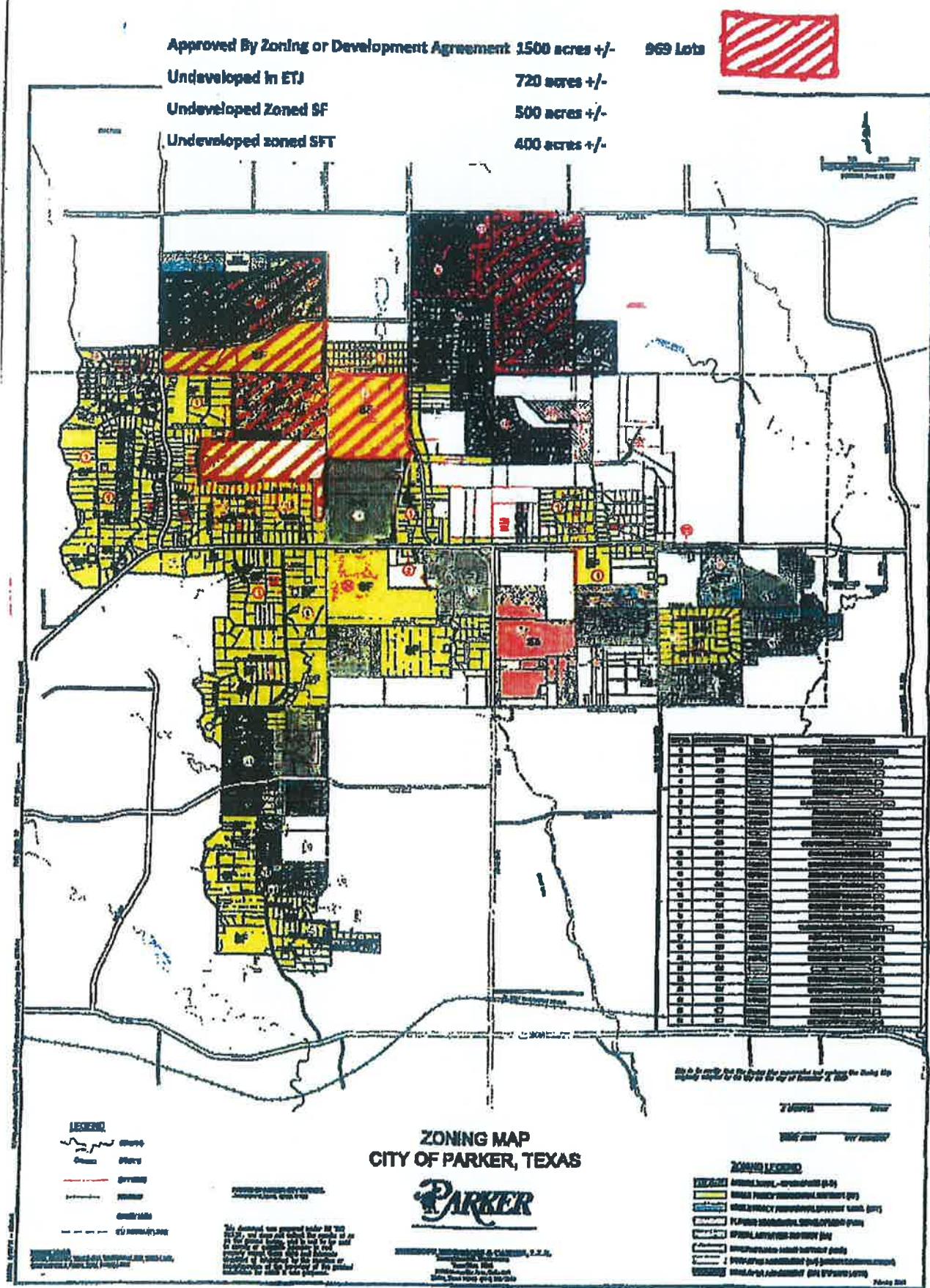
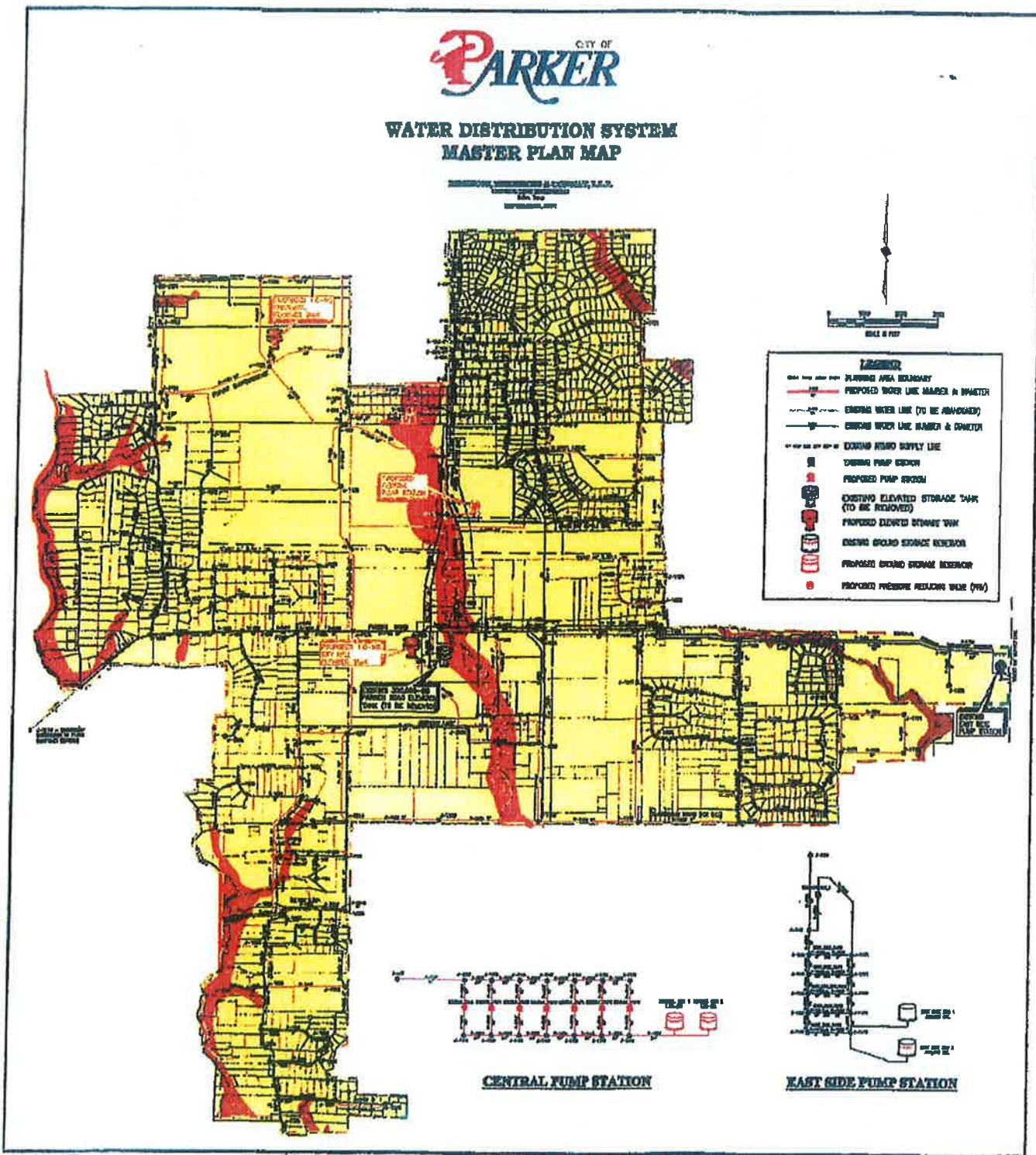


EXHIBIT 5



E. DEFINITION OF A WATER SERVICE UNIT

Chapter 395 of the Local Government Code requires that impact fees be based on a defined service unit. A “service unit” means a standardized measure of consumption, use generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards. The City of Parker has previously defined a water service unit to be a 1-inch water meter and has referred to these service units as Single Family Living Unit Equivalents (SFLUE). The service unit is based on the continuous duty capacity of a 1-inch water meter. This is the typical meter used for a single family detached dwelling within the City, and therefore is considered to be equivalent to one “living unit”. Other meter sizes can be compared to the 1-inch meter through a ratio of water flows as published by the American Water Works Association and shown in Table No. 1 below. This same ratio is then used to determine the proportional water and sewer impact fee amount for each water meter size.

TABLE NO. 1
LIVING UNIT EQUIVALENCIES
FOR VARIOUS TYPES AND SIZES OF WATER METERS

Meter Type	Meter Size	Continuous Duty Maximum Rate ^(a)	Living Unit Per Meter Size
Simple	1"	25	1.0
Simple	2"	80	3.2
Compound	2"	80	3.2
Turbine	2"	100	4.0

^(a) Source: AWWA Standard C700 - C702

F. CALCULATION OF WATER LIVING UNIT EQUIVALENTS 2016-2026

The City of Parker provided the existing water meter count by size category as of August 2016. In total, there are 1,501 water meters serving the existing population of 4,503 residents and businesses in the Water Service Area. Table No. 2 shows the number of existing meters, the living unit equivalent factor, and the total number of living unit equivalents (LUE's) for water accounts. As shown in Table No. 2, the new LUE's during the impact fee period total 1,129.

TABLE NO. 2
WATER LIVING UNIT EQUIVALENTS BY METER SIZE

Meter Size	2016			2026				New Living Units During Impact Fee Period
	Number of Water Meters	Living Unit Equivalent Ratio for 1" Used	Total Number of Living Units	Future Meter Size	Number of Water Meters	Living Unit Equivalent Ratio for 1" Used	Total Number of Living Units	
5/8" x 3/4"	500	1.0	500	1"	742	1.0	742	242
1"	725	1.0	725	1"	1,076	1.0	1,076	351
2"	276	4.0	1,104	2"	410	4.0	1,640	536
Totals	1,501		2,329		2,228		3,458	1,129

G. WATER DISTRIBUTION SYSTEM

Computer models for the years 2016 and 2026 were prepared based on the City's Water Distribution System Master Plan. The models were developed from residential population projections as provided in the Land Use Assumptions Report, prepared by the City of Parker's Impact Fee Advisory Committee. The land areas follow closely to the construction of major facilities in the system as outlined in the Water Distribution Report. These facilities include major distribution lines, pressure reducing valves, pump stations, and ground storage reservoirs.

All computer models were run for a 72-hour Extended Period Simulation to insure proper sizing of the facilities to meet peak demand periods.

G.1 Existing Pump Stations, Ground Storage Reservoirs & Elevated Storage Tanks

The existing water distribution system includes the facilities as shown in Table No. 3 and Table No. 4 below.

TABLE NO. 3
WATER DISTRIBUTION SYSTEM
EXISTING PUMP STATIONS & GROUND STORAGE

Pump Station	Number Of Pumps	Rated Capacity (MGD)	Number of Ground Storage Reservoirs	Total Ground Storage Available (MG))
East Side Pump Station	4	3.60	2	0.5
Total:	4	3.60	2	0.5

TABLE NO. 4
WATER DISTRIBUTION SYSTEM
EXISTING ELEVATED STORAGE

Pump Station	Capacity (MG)
City Hall Elevated Storage Tank	1.0
Total:	1.0

The pump stations and ground storage facilities were analyzed on the maximum daily demand, while elevated storage acts dynamically and therefore was analyzed utilizing the difference between the Maximum Hourly Demand and the Maximum Daily Demand.

G.2 Distribution Lines

The distribution lines consist of all lines within the service area planning boundary supplying water to customers in the City of Parker. Lines vary in size from 3/4-inch service lines to 18-inch transmission lines. Unless a smaller diameter water line is expected to be constructed by the City of Parker, only those proposed water lines 8-inches in diameter or larger were considered in the Impact Fee calculations. The cost of water lines includes construction cost, appurtenances (water valves, fire hydrants, taps, etc.), utility relocations, purchase of easements and engineering costs. Financing cost is included for each project assuming a bond rate of 5% over a 20-year term.

Unit cost for water lines 12-inches in diameter or larger, which are anticipated to be constructed by private development, include the City's oversize cost participation only. City initiated water lines include the full cost of the proposed facility. Developer initiated water line projects which are 8-inches or less in diameter are not included in this Impact Fee analysis, unless otherwise shown on the CIP map. The cost for these size lines are the responsibility of the developer.

H. CAPITAL IMPROVEMENT PLAN

H.1 Executive Summary

The City of Parker owns and operates their water distribution system comprised of a pumping station, ground storage facilities, elevated storage facility and pipeline infrastructure. This system is being improved and expanded to meet the needs of the water demands imposed by the current residents and future residents of Parker, Texas. A schedule for future improvements and investments in the water distribution system is known as the Capital Improvements Plan. Chapter 395 of the Texas Local Government Code requires the political subdivision create its Capital Improvement Plan to impose impact fees. The Capital Improvement Plan and its costs are required for the calculation of the water impact fee. Birkhoff, Hendricks, and Carter, with assistance of City staff, created the Capital Improvements Plan. Only projects from the Capital Improvement Plan that are required to provide capacity to serve growth during the impact fee (2016-2026) period can be included in the impact fee calculation.

H.2 Introduction

In accordance with Chapter 395 of the Texas Local Government Code, the City of Parker has retained Birkhoff, Hendricks & Carter, L.L.P. to establish the Capital Improvement Plan in conjunction with the Water Impact Fee Study. This section establishes the engineering basis for the capital projects and costs which are included in the water impact fee calculations.

The Capital Improvements Plan consists of the necessary water distribution system improvements to support the projected water demands placed on the distribution system due to future growth. The growth projections were obtained from the Land Use Assumptions Report for the Water Impact Fee prepared by the City of Parker Impact Fee Advisory Committee, dated August 29, 2016.

H.3 Facility Capacity Requirements

H.3.1 General

This section of the report discusses the capacity of those facilities that are required to be included in the Impact Fee Capital Improvements Plan and are also eligible in the calculation of the impact fee. The capacities evaluated are the existing available capacities and the increased capacities due to projected growth. These increased capacities serve the growth projected during the impact fee period.

H.3.2 Water Usage

The water distribution system must be improved in accordance with this Capital Improvement Plan in order to support the water demands imposed on the system by the projected growth the City is envisioning within the next 10-year period. The City's existing 2016 residential population is approximately 4,503 residents. In year 2026 the City projects the residential population to grow to approximately 6,969 residents. The City of Parker updated the Water Distribution System Master Plan in February 2016. The Master Plan reports that based on information provided by the City, the residential per capita water usage rate for maximum daily demand is 571 gallons per capita per day (gpcd). Table No. 5 illustrates the water demand rates used to calculate the water demands for the projected population.

TABLE NO. 5
2016 DESIGN WATER DEMAND RATES

Land Use	Maximum Daily Demand Rate	Maximum Hourly Demand Rate
Residential	571 g.p.c.d.	1,091 g.p.c.d.
Commercial	1,500 g.p.a.d.	1,950 g.p.a.d.

*g.p.c.d. – gallons per capita per day
g.p.a.d. – gallons per acre per day
residential peaking factor 1.91*

Table No. 6 summarizes the calculated water demands for year 2016 and 2026, within the City's planning area.

TABLE NO. 6
WATER DEMANDS

Water Demand Capacities	Maximum Daily Demand (MGD)	Maximum Hourly Demand (MGD)
2016 Water Demands	3.334	5.521
2026 Water Demands	4.742	8.209
Additional Capacity Required:	1.408	2.688

H.3.3 Water Supply

The City currently receives treated water supply from the North Texas Municipal Water District (NTMWD) at the East Side Pump Station delivery point located at the southwest corner of the Parker Road and F.M. 1378 intersection. The East Side Pump Station delivery point has capacity to receive up to 3.50 MGD supply rate. It does not have enough capacity to support the additional supply required for the growth within the next ten year period. This site also does not have sufficient area for expansions. Based on the growth projections and the calculated water demands, a second delivery point for water supply will be needed to meet the new water demands. This new delivery point will be the Central Pump Station delivery point. The locations of the existing and proposed delivery points are shown on the Capital Improvement Plan Map included in this report. Table No. 7 summarizes the maximum day supply capacity requirements at each delivery point within the next ten year impact fee period.

TABLE NO. 7
WATER SUPPLY

Water Supply Capacities	East Side Supply (MGD)	Central Supply (MGD)
2016 NTMWD Supply	3.50	0.00
2026 NTMWD Supply	3.50	1.75
Additional Supply Capacity Required:	0.00	1.75

H.3.4 Water Distribution System

The City's existing water distribution system can support the water demands applied to the system from the existing residential population. As the City grows within the next ten-year period, additional water distribution system facilities will need to be constructed to support water demand created from new growth. In addition to facilities, the water distribution system will require additional water lines.

The design of the proposed water distribution system is based on three separate demand conditions. The first condition is based on the maximum daily demand. This demand is the rate at which water is supplied and the rate which pump stations must be sized to deliver water to the system. The second condition is the maximum hourly demand rate on the day of maximum demand. Maximum hourly demand rate is used to size distribution lines and to determine the volume of elevated storage. The third condition used is the minimum hourly demand rate on the day of maximum demand. This rate is used to analyze the refill rates of elevated storage tanks. These three demand conditions were modeled over a three-day period with an Extended Period Simulation (EPS) in the hydraulic water model utilizing the H2O NET water model software.

The existing and proposed distribution lines along with facilities are shown on the Capital Improvement Plan Map presented in this section of the Impact Fee Report. The 72-hour EPS model was utilized with the use of a diurnal curve obtained from the 2016 Master Plan Update model for the 2016 and 2026 hydraulic models. Table No. 8 summarizes the maximum hourly demands that the proposed distribution system will need to support.

TABLE NO. 8
WATER LINE DEMANDS

Waterline Capacities	Maximum Hourly Demand (MGD)
2016 Waterline Demands	5.521
2026 Waterline Demands	8.209
Addition Waterline Capacity Required:	2.688

H.3.5 High Service Pump Stations

The City currently meets its pumping system demand requirements with the existing East Side Pump Station. This pump station has a firm pumping capacity of 3.60 MGD with the largest pump on standby to meet the Texas Commission on Environmental Quality (TCEQ) regulations. In order to meet the projected maximum daily demands, a second pump station with an initial firm capacity of 1.75 MGD will be required to be in service by year 2020 to meet the additional maximum daily demands. Table No. 9 summarizes the pump station capacities.

TABLE NO. 9
PUMP STATIONS

Pump Station Capacities	East Side Pump Station (MGD)	Central Pump Station (MGD)
2016 Pumping Capacity	3.50	0.00
2026 Pumping Capacity	0.00	1.75
Additional Pumping Capacity Required:	0.00	1.75

H.3.6 Ground Storage Reservoirs

Ground Storage within the system is necessary to provide a dependable supply and during periods of interruption in supply. The volume of ground storage was designed for a 6-hour drawdown for the maximum demand pumping. The East Side Pump Station currently has a 200,000-gallon and a 300,000-gallon ground storage reservoir. These two existing reservoirs serve the East Side delivery point and pump station.

The new delivery point will require additional ground storage to meet TCEQ regulations and to provide a dependable supply to the Central Pump Station. Table No. 10 illustrates the ground storage capacity requirements. The ground storage reservoir at the Central Pump Station will need to be constructed congruently with the proposed pump station.

TABLE NO. 10
GROUND STORAGE RESERVOIR REQUIREMENTS

Ground Storage Capacities	Ground Storage Added (MG)	Ground Storage Available (MG)
2016 Ground Storage Capacity	0.00	0.50
2026 Ground Storage Capacity	0.75	0.75
Reservoir Capacity Required:	0.75	1.25

H.3.7 Elevated Storage Tanks

Elevated storage within the system is required by TCEQ to maintain system pressure. In the Parker system, elevated storage is sized to meet the maximum hourly demands working in conjunction with the pump stations, while maintaining system pressures.

The City currently has one 1.0-MG elevated storage tank located on Parker Road, adjacent to City Hall, with a high water level at 800-ft above mean sea level (MSL). Table No. 11 summarizes the elevated storage requirements to meet maximum hourly demand rates within the 10-year study period.

TABLE NO. 11
ELEVATED STORAGE TANK REQUIREMENTS

Elevated Storage Capacities	Elevated Storage Added (MG)	Elevated Storage Available (MG)
2016 Elevated Storage Capacities	0.00	1.00
2026 Elevated Storage Capacities	0.00	1.00
Elevated Storage Capacity Required:	0.00	1.00

H.4 Facilities – Utilized Capacity

Utilized capacity for the water distribution system was calculated based on the size of water line required for each model year (2016, 2026 and build-out). Master planning of the water distribution system is based on the 72-hour extended period simulation (EPS). The pump stations' capacities are generally based on the maximum daily system demand while transmission and distribution facilities are sized based on either the maximum hourly demand or the minimum hourly demand, whichever demand is greater for a particular water line. Often times, the capacity of a water line is determined by the flows generated by the minimum hourly demand. The minimum hourly flows are usually higher in those lines which are used to refill elevated storage. Table No. 12 below shows the unit flows used for analysis of each element of the distribution system.

TABLE NO. 12
WATER DISTRIBUTION SYSTEM ANALYSIS
BASIS OF DEMAND CALCULATION

Type of Facilities	Demand Type	Impact Fee Per Capita Use
Pumping	Maximum Day	571 gallons/day
Distribution System	Maximum Hour	1,091 gallons/day
Ground Storage	Maximum Day x 6/24 Hours	
Elevated Storage	Maximum Hour - Maximum Day x 6/24 Hours	

For each line segment in the water distribution model, the build-out flow rate in any given line was compared to the flow rate in the same line for the 2016 and the 2026 models. The utilized capacity was then calculated for each year based on the build-out being 100% capacity. The utilized capacity during the Impact Fee period is the difference between the year 2016 percent utilized and the year 2026 percent utilized. The utilized capacity for each water distribution facility, both existing and proposed, is presented in detail in the Impact Fee Capacity Calculation Tables. Table No. 14 on page 27 summarizes the project cost and utilized cost over the impact fee period of 2016 - 2026 for each element of the Water Distribution System.

H.4.1 General

This section of the report discusses the water distribution system utilized facilities that are eligible to be included in the Impact Fee Capital Improvements Plan and are also eligible in the calculation of the impact fee. The Capital Improvements Plan makes improvements the water distribution system in order to meet and support the additional water demands created by the projected growth during the 10-year impact fee period. Only the infrastructure and facility projects identified in the Capital Improvements Plan can be eligible for impact fee funding.

H.4.2 Water Supply

The City will continue to receive water supply from the North Texas Municipal Water District. The new delivery point will be the Central Pump Station delivery point. For the year 2016, the utilized capacity is 0% since it is not constructed yet. For the year 2026, the utilized capacity was calculated by dividing the 2026 maximum daily demand by the buildout maximum daily demand, then subtracting the utilized capacities (2026-2016). Its utilized capacity during the 10-year period is approximately 62.0%.

2016 Utilized Capacity = 0.0%

2026 Utilized Capacity = 2026 Max Daily Demand / Buildout Max Daily Demand

$$\begin{aligned} 2026 \text{ Utilized Capacity} &= 4.742 \text{ MGD} / 7.645 \text{ MGD} \times 100\% \\ &= 62.0\% \end{aligned}$$

Utilized Capacity during Capital Recovery Fee (CRF) Period = 62.0% - 0.0% = 62.0%

H.4.3 Water Distribution System

The utilized capacity of the water distribution system water lines is associated with waterlines that are 8-inches in diameter or larger. The water distribution system was modeled in the hydraulic modeling software for the existing year 2016 water model, the 10-year 2026 water model, and the buildout water model. The utilized capacity for the new waterlines was obtained by comparing the maximum hourly flows in the new pipes, between the three water models. For the year 2016, the utilized capacity

of the new pipes was 0.0% since they are not serviced yet. For the year 2026, the utilized capacity was calculated by dividing the year 2026 pipe flow with the buildout pipe flow, both obtained from the hydraulic water model pipe line flows. The following are the proposed distribution lines that are shown on the Capital Improvement Plan Map in report.

- 1) **Dillehay Drive 18-Inch Water Line:** This waterline project consists of approximately 2,490 linear feet of 18-inch waterline beginning at the new Central Pump station, bearing south along Dillehay Drive and terminating at Parker Road by connecting to an existing 12-inch waterline. **Its utilized capacity during CRF period was calculated to be 100%.**

Dillehay Drive 18-Inch Water Line: This waterline project consists of approximately 1,635 linear feet of 18-inch waterline beginning at the new Central Pump station, bearing north along Dillehay Drive and terminating just north of Curtis Road by connecting to the existing 16-inch waterline. **Its utilized capacity during the CFR period was calculated to be 71.0%.**

- 2) **Chaparral Elevated Storage Tank Waterline:** This waterline project consists of approximately 385 linear feet of 16-inch waterline from the new elevated tank to connect to the existing 16-inch waterline. **Its utilized capacity during the CFR period was calculated to be 62.0%.**
- 3) **Bois-D-Arc Lane 8-inch Waterline:** This waterline project consists of approximately 1,670 linear feet of 8-inch waterline required along Bois-O-Arc Road for the new pressure reducing valve vault to be in place and operational within the next 10 years. **Its utilized capacity during the CFR period was calculated to be 62.0% utilized by the year 2026.**

H.4.4 High Service Pump Stations

The new Central Pump Station will have an initial firm pumping capacity of 1.75 MGD to meet the additional water demands within the next ten-year period. For the year 2016, the utilized capacity is 0.0% since it is not constructed yet. For the year 2026 the utilized capacity was calculated by dividing the 2026 maximum daily

demand by the buildout maximum daily demand, then subtracting the utilized capacities (2026-2016). Its utilized capacity during the 10-year period is approximately 62.0%.

2016 Utilized Capacity = 0.0%

2026 Utilized Capacity = 2026 Max Daily Demand / Buildout Max Daily Demand

$$\begin{aligned} 2026 \text{ Utilized Capacity} &= 4.742 \text{ MGD} / 7.645 \text{ MGD} \times 100\% \\ &= 62.0\% \end{aligned}$$

Utilized Capacity during Capital Recovery Fee (CRF) Period = 62.0% - 0.0% = 62.0%

H.4.5 Ground Storage Reservoirs

The new Central delivery point and pump station will required additional ground storage to meet TCEQ regulations and to provide a dependable supply for the Central Pump Station. The utilized capacity for the Central Ground Storage Reservoir was calculated the same as for the pump station utilized capacity above which is based on the maximum daily demands and calculating the differences between the 10-year period, then subtracting the utilized capacities (2026-2016). Its utilized capacity during the 10-year period is approximately 62.0%.

2016 Utilized Capacity = 0.0%

2026 Utilized Capacity = 2026 Max Daily Demand / Buildout Max Daily Demand

$$\begin{aligned} 2026 \text{ Utilized Capacity} &= 4.742 \text{ MGD} / 7.645 \text{ MGD} \times 100\% \\ &= 62.0\% \end{aligned}$$

Utilized Capacity during Capital Recovery Fee (CRF) Period = 62.0% - 0.0% = 62.0%

H.4.6 Elevated Storage Tanks

The existing 1.0 MG Elevated Tank has the capacity to support maximum hourly demands imposed by the projected growth within the next ten years. The utilized capacity for the elevated tank was calculated based on the maximum hourly demands and finding the differences between the 10-year periods. For the year (2016 and

2026) the utilized capacity of the elevated storage tank was calculated by subtracting the max hour demand from the max day demand and dividing the difference by 4 (4 is a constant rate 4-MGD/1-MG) to convert from rate to volume. The 2026 required volume was then divided by the buildout volume required to obtain the utilized capacity. Its utilized capacity during the 10-year period is approximately 32.0%.

$$\begin{aligned}2016 \text{ Utilized Capacity} &= (2016 \text{ Max Hour Demand} - \text{Max Day Demand}) / 4 \\&= (5.521 \text{ MGD} - 3.334 \text{ MGD}) / 4 \\&= 2.190 \text{ MGD} / 4 \\&= 0.55 \text{ MG}\end{aligned}$$

$$\begin{aligned}2016 \text{ Utilized Capacity} &= 2016 \text{ Required Volume} / \text{Available Volume} \\&= 0.55 \text{ MG} / 1.0 \text{ MG} \times 100\% \\&= 55\%\end{aligned}$$

$$\begin{aligned}2026 \text{ Utilized Capacity} &= (2026 \text{ Max Hour Demand} - \text{Max Day Demand}) / 4 \\2026 \text{ Utilized Capacity} &= (8.209 \text{ MGD} - 4.742 \text{ MGD}) / 4 \\&= 3.467 / 4 \\&= 0.87 \text{ MG}\end{aligned}$$

$$\begin{aligned}2026 \text{ Utilized Capacity} &= 2026 \text{ Required Volume} / \text{Available Volume} \\2026 \text{ Utilized Capacity} &= 0.87 \text{ MG} / 1.0 \text{ MG} \times 100\% \\&= 87\%\end{aligned}$$

Utilized Capacity during Capital Recovery Fee (CRF) Period = 32%

H.4.7 Capital Improvement Plan Map

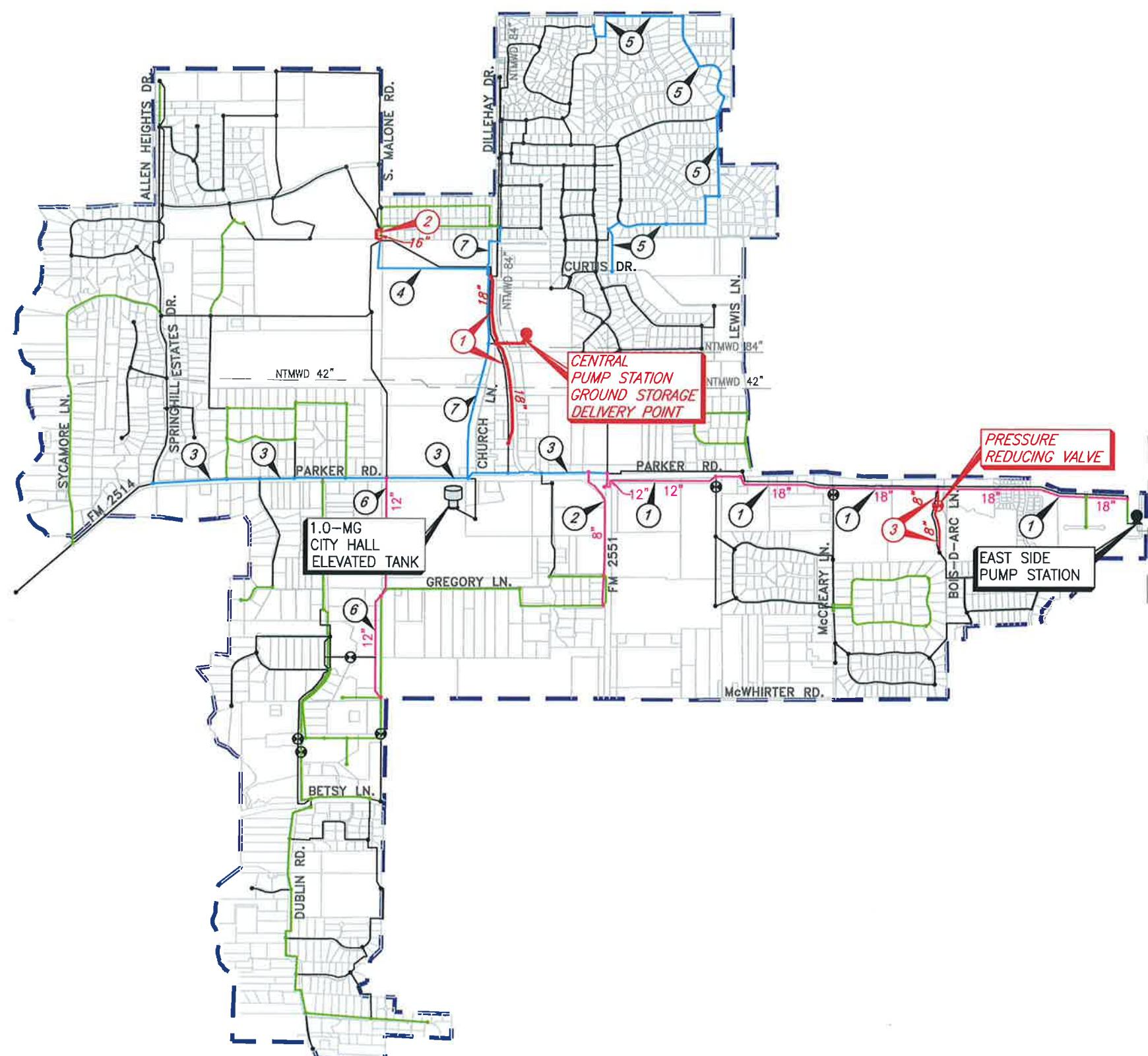
The Capital Improvements required within the 10-year period to support the City's projected growth are shown in Figure No. 1 on the following page.

H.5 Capital Improvement Plan Map

See Attached Map.

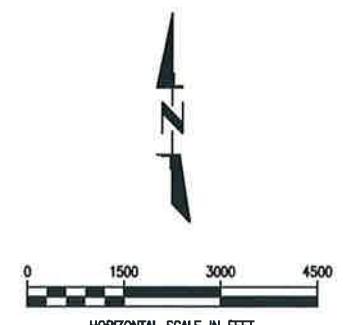


WATER DISTRIBUTION SYSTEM 2016-2026 WATER IMPACT FEE CAPITAL IMPROVEMENT PLAN AND RECOVERY WATERLINE MAP



LEGEND

- PLANNING AREA BOUNDARY
- EXISTING WATER LINE (NO IMPACT FEE)
- 12" EXISTING WATER LINE (IMPACT FEE)
- 12" PROPOSED WATER LINE (IMPACT FEE)
- CITY PARTICIPATED IN OVERSIZE COST (IMPACT FEE)
- CITY PURCHASED FROM PECAN ORCHARD (IMPACT FEE)
- EXISTING NTMWD SUPPLY LINE
- EXISTING PUMP STATION
- PROPOSED PUMP STATION
- EXISTING ELEVATED STORAGE TANK
- EXISTING PRESSURE REDUCING VALVE
- PROPOSED PRESSURE REDUCING VALVE
- 1 EXISTING WATER LINE (IMPACT FEE)
- 1 PROPOSED WATER LINE PROJECTS



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PROFESSIONAL ENGINEERS
DALLAS, TEXAS

FEBRUARY, 2017

H.6 Capital Improvement Plan Schedule

The following table No. 13 illustrates the projected Capital Improvement Plan schedule. This schedule correlated to the projected growth in the Land Use Assumptions report. The City will need to evaluate the yearly growth projections to determine if the schedule below needs to be revised accordingly to development growth.

TABLE NO. 13
CAPITAL IMPROVEMENTS PLAN SCHEDULE

Facility	Start Design	Start Construction	In Service
Central Pump Station	Mid 2017	Mid 2018	2020
Water Supply and Distribution Lines	Early 2017	Mid 2018	2020
Central 0.75 MG Ground Storage No. 1	Mid 2017	Mid 2018	2020
NTMWD Metered Station	Mid 2017	Mid 2028	2020

H.7 Capital Improvement Plan Cost

In order to meet the demands of the anticipated growth over the next 10-years, as provided in the Land Use Assumption Report, certain water distribution system improvements are required. These recommended improvements form the basis for the Water Distribution System Impact Fee Calculation and totals \$6,542,700. Adding the cost of financing brings the total 10-year Water Distribution System Capital Improvement cost to \$10,468,611. Table No. 15 represents a summary of the existing and proposed facilities capital costs within the planning period.

The existing facilities that were determined to be impact fee eligible due to available capacity that can be utilized to support growth were included in the impact fee calculations. The actual cost of construction for these facilities were used in the calculations when known. Existing eligible infrastructure without available project costs were estimated based on average unit cost.

The average unit cost for the proposed capital improvement projects and the existing facilities was derived from a limited survey of projects, which bid recently, plus an estimated cost for engineering, easements and debt service. The cost and the utilized capacity of the proposed water lines, pump stations, ground storage reservoirs elevated storage tanks and existing facility proposed improvements during the impact fee period are included in Table No. 14.

TABLE No. 14
CITY OF PARKER, TEXAS
2016 IMPACT FEE
WATER DISTRIBUTION SYSTEM
10-YEAR CAPITAL IMPROVEMENT PLAN

PROPOSED WATER LINES

Project No. ⁽³⁾	Project	Size	Opinion of Project Cost ⁽¹⁾	Debt Service ⁽²⁾	Total Project Cost
1	Dillehay Drive 18-Inch Water Line	18"	\$ 577,500	\$ 349,302	\$ 926,802
2	Chaparral Elevated Storage Tank 16-Inch Water Line	16"	\$ 46,200	\$ 27,944	\$ 74,144
3	Bois-D-Arc Lane 8-Inch Water Line	8"	\$ 167,000	\$ 101,010	\$ 268,010
Subtotal: Proposed Water Lines			\$ 790,700	\$ 478,256	\$ 1,268,956

SUPPLY, PUMPING, STORAGE FACILITIES AND FACILITY IMPROVEMENTS

Project No. ⁽⁴⁾	Project	Capacity	Opinion of Project Cost ⁽¹⁾	Debt Service ⁽²⁾	Total Project Cost
4	Central Pump Station - 1.75 MGD P.S.	1.75 MGD	\$ 3,150,000	\$ 1,905,283	\$ 5,055,283
5	Central Pump Station - 0.75 MG G.S.R.	0.75 MG	\$ 990,000	\$ 598,803	\$ 1,588,803
6	NTMWD Delivery Point No. 2	5 MGD	\$ 1,320,000	\$ 798,404	\$ 2,118,404
7	Bois-D-Arc Lane 8-Inch Pressure Reducing Valve	-----	\$ 240,000	\$ 145,164	\$ 385,164
Subtotal, Supply, Pumping and Storage Facilities:			\$ 5,700,000	\$ 3,447,655	\$ 9,147,655

PLANNING EXPENSES

Project No.	Project	Opinion of Cost (1)(b)	Debt Service ⁽²⁾	Total Project Cost
	Water System Master Plan	\$ 32,000	\$ -	\$ 32,000
	Water Impact Fee	\$ 20,000	\$ -	\$ 20,000
Subtotal, Planning Expenses:		\$ 52,000	\$ -	\$ 52,000
Water Distribution System CIP Grand Total:		\$ 6,542,700	\$ 3,925,911	\$ 10,468,611

Notes:

- (1) Opinion of Project Cost includes:
 - a) Engineer's Opinion of Construction Cost
 - b) Professional Services Fees (Survey, Engineering, Testing, Legal)
 - c) Cost of Easement or Land Acquisitions
- (2) Debt Service based on 20-year simple interest bonds at 5%
- (3) * - Developer Initiated Construction of 8-inch Waterline, City Participation in Oversize Cost
- (4) * - City Initiated Construction

H.8 Utilized Capacity Costs

TABLE NO. 15
SUMMARY OF ELIGIBLE CAPITAL COST & UTILIZED CAPACITY COST

Water System	Total Capital Cost (\$)	Total 20-Year Project Cost (\$)	Utilized Capacity During Fee Period (\$)
Existing Water Lines	\$ 2,259,443	\$ 3,580,694	\$ 635,007
Existing Water Facilities	\$ 3,494,971	\$ 5,511,919	\$ 1,503,201
Existing Water System Subtotal:	\$ 5,754,413	\$ 9,092,613	\$ 2,138,208
Proposed Water Lines	\$ 790,700	\$ 1,268,956	\$ 1,032,405
Proposed Water Facilities	\$ 5,700,000	\$ 9,147,655	\$ 5,671,546
Master Plan & Impact Fee Expenses	\$ 52,000	\$ 52,000	\$ 52,000
Proposed Water System Subtotal:	\$ 6,542,700	\$ 10,468,611	\$ 6,755,951
TOTAL:	\$ 12,297,113	\$ 19,561,224	\$ 8,894,160

I. CALCULATION OF MAXIMUM WATER IMPACT FEES

The maximum impact fees for the water distribution system is calculated by dividing the cost of the capital improvements or facility expansions necessitated and attributable to new development in the service area within the 10-year period by the number of living units anticipated to be added to the City within the 10-year period as shown on Table No. 16. The calculations are shown below.

TABLE NO. 16
MAXIMUM ALLOWABLE WATER IMPACT FEE

Maximum Water Impact Fee =
$$\frac{\text{Eligible Existing Utilized Cost} + \text{Eligible Proposed Utilized Cost}}{\text{Number of New Living Unit Equivalent over the Next 10 Years}}$$

$$= \frac{\$2,138,208}{1,129} + \frac{\$6,755,951}{1,129} = \frac{\$8,894,160}{1,129}$$

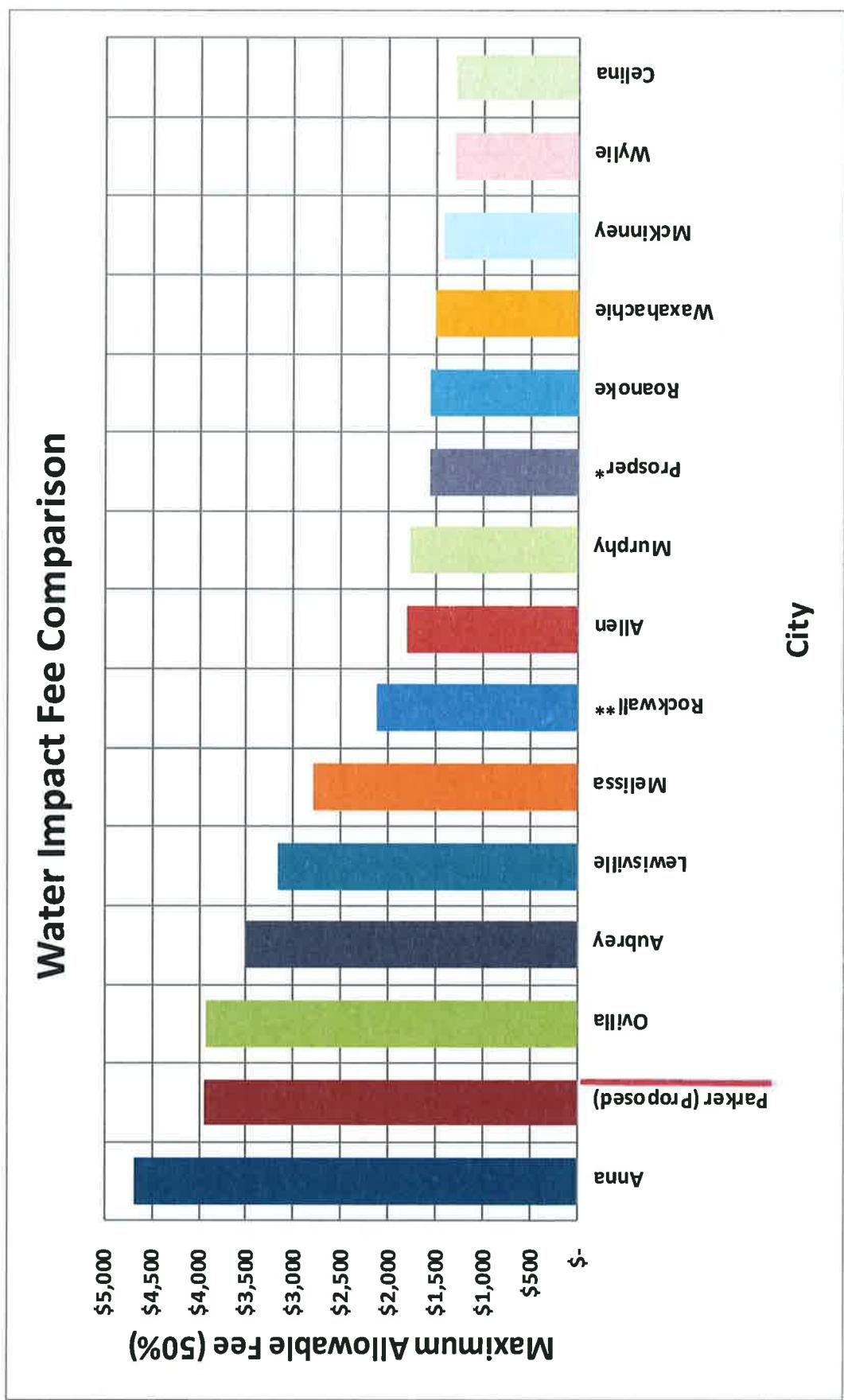
Maximum Impact Fee = **$\$7,877.91$**

Allowable Maximum Water Impact Fee: (Max Impact Fee x 50%)* = **$\$3,938.95$**

** Maximum allowable impact fee is 50% of the maximum calculated impact fee per Chapter 395 LGC*

Figure No. 2 is a comparison graph of maximum water impact fees calculated for cities in North Central Texas compared to the City of Parker.

Based on the Maximum Impact Fee Calculation for Water, Table No. 17 calculates the maximum impact fee for the various sizes of water meters.



*Impact fee based on 5/8" meter.
**Impact fee based on 1" meter.

FIGURE NO. 2

TABLE NO. 17
ALLOWABLE MAXIMUM FEE PER LIVING UNIT EQUIVALENT
AND
PER METER SIZE AND TYPE

50% Max . Water Impact fee /LUE	\$	3,938.95		
Typical Land Use	Meter Type	Meter Size	LUE	Maximum Water Impact Fee
Single Family Residential	Simple	1"	1	\$ 3,938.95
Single Family Residential	Simple	2"	4	\$ 15,755.82

APPENDIX
WATER IMPACT FEE UTILIZED
CAPACITY TABLES

TABLE NO. 18

CITY OF PARKER, TEXAS
2016 WATER SYSTEM IMPACT FEE STUDY
EXISTING WATER LINES

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost (\$/Ft.)	Construction Cost (\$)	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost (\$)	During Fee Period		(\$ Utilized Capacity	
								2016	2026	2016	2026
1 - Parker Road 12 & 18-Inch Water Line (East Side P.S. to F.M. 2551)											
P-1078	358	12	0	\$61.79	\$22,119	\$13,379	\$35,498	100%	100%	0%	\$35,498
P-1084	2,615	12	0	\$61.79	\$161,569	\$259,295	\$259,295	0%	0%	\$259,295	\$0
P-1271	7,903	18	0	\$488,292	\$295,344	\$783,636	\$783,636	0%	0%	\$783,636	\$0
P-1289	2,072	18	0	\$61.79	\$128,020	\$205,453	\$205,453	0%	0%	\$205,453	\$0
Subtotal:	12,948				\$800,000	\$483,881				\$1,283,882	\$0
2 - F.M. 2551 8-Inch Water Line											
P-1035	3,315	8	0	\$77.08	\$255,515	\$154,549	\$410,063	57%	100%	43%	\$233,736
Subtotal:	3,315				\$255,515	\$154,549	\$410,063			\$233,736	\$410,063
3 - Parker Road 12-Inch Water Line (F.M. 2551 to Springhill Estates Drive)											
P-1068	1,989	12	0	\$30.00	\$59,670	\$36,092	\$95,762	100%	100%	0%	\$95,762
P-1069	585	12	0	\$30.00	\$17,550	\$10,615	\$28,165	100%	100%	0%	\$28,165
P-1070	1,008	12	0	\$30.00	\$30,240	\$18,291	\$48,531	100%	100%	0%	\$48,531
P-1071	560	12	0	\$30.00	\$16,800	\$10,162	\$26,962	100%	100%	0%	\$26,962
P-1072	645	12	0	\$30.00	\$19,350	\$11,704	\$31,054	100%	100%	0%	\$31,054
P-1073	1,009	12	0	\$30.00	\$30,270	\$18,309	\$48,579	100%	100%	0%	\$48,579
P-1074	944	12	0	\$30.00	\$28,320	\$17,129	\$45,449	96%	98%	2%	\$43,631
P-1075	812	12	0	\$30.00	\$24,360	\$14,734	\$39,094	100%	100%	0%	\$39,094
P-1076	953	12	0	\$30.00	\$28,590	\$17,293	\$45,883	100%	100%	0%	\$45,883
P-1077	596	12	0	\$30.00	\$17,880	\$10,815	\$28,695	100%	100%	0%	\$28,695
P-1178	1,927	12	0	\$30.00	\$57,810	\$34,966	\$92,776	95%	100%	5%	\$88,138
Subtotal:	11,028				\$330,840	\$200,109	\$530,949			\$524,494	\$530,041
4 - Chaparral Elevated Storage Tank 16-Inch Water Line											
P-1260	2,956	16	0	\$33.83	\$100,000	\$60,485	\$160,485	6%	71%	65%	\$9,629
Subtotal:	2,956				\$100,000	\$60,485				\$9,629	\$113,944
5 - Muddy Creek 12-Inch Water Line											
P-1169	2,780	12	0	\$30.00	\$83,400	\$50,445	\$133,845	100%	100%	0%	\$133,845
P-1170	3,035	12	0	\$30.00	\$91,050	\$55,072	\$146,122	34%	100%	66%	\$49,681
P-1171	1,890	12	0	\$30.00	\$56,700	\$34,295	\$90,995	37%	100%	63%	\$33,668
P-1176	325	12	0	\$30.00	\$9,750	\$5,897	\$15,647	67%	88%	21%	\$10,484
P-1280	1,570	12	0	\$30.00	\$47,100	\$28,489	\$75,789	0%	91%	91%	\$0
P-1317	3,350	12	0	\$30.00	\$100,500	\$60,788	\$161,288	64%	90%	26%	\$103,224
P-1319	320	12	0	\$30.00	\$9,600	\$5,807	\$15,407	60%	100%	40%	\$9,244
P-1321	990	12	0	\$30.00	\$29,700	\$17,964	\$47,664	61%	75%	14%	\$29,075
Subtotal:	14,260				\$427,800	\$258,756	\$686,556			\$369,221	\$649,832
											\$280,610

TABLE NO. 18
CITY OF PARKER, TEXAS
2016 WATER SYSTEM IMPACT FEE STUDY
EXISTING WATER LINES

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost (\$/Ft.)	Construction Cost (\$)	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost (\$)	(% Utilized Capacity		(\$ Utilized Capacity
								2016	2026	
6 - 2009 12-Inch Water Line Phase-2										
P-1181	2,419	12	2009	\$50.43	\$121,996	\$73,789	\$195,785	54%	70%	\$105,724
P-1254	2,940	12		\$50.43	\$148,271	\$89,682	\$237,953	71%	75%	\$168,947
Subtotal:	5,359				\$270,267	\$163,471	\$433,738			\$274,671
7 - Church Road Waterline										
P-1080	3,124	12	2002	\$15.72	\$49,113	\$0	\$49,113	58%	100%	\$28,485
P-1220	1,648	12		\$15.72	\$25,908	\$0	\$25,908	71%	97%	\$18,395
Subtotal:	4,772				\$75,021	\$0	\$75,021			\$46,880
Total:	54,638				\$2,259,443	\$1,321,251	\$3,580,694			\$2,742,513
										\$3,377,521
										\$635,007

TABLE NO. 19
CITY OF PARKER, TEXAS
2016 WATER DISTRIBUTION IMPACT FEE STUDY
EXISTING WATER SUPPLY, PUMPING AND STORAGE FACILITIES

Pump Station Improvements	Year Const.	Capacity	Units	Construction Cost (\$)	Pump Station Cost (\$)			Capacity Utilized (%)			In The CRF Period
					Engineering, Testing and Property Acquisition	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Yr. Project Cost (\$)	2016	2026	
Existing Pump Stations, Ground Storage, and Elevated Storage Facilities											
Facilities & Water Line Purchase From Pecan Orchard	1988	\$196,000	\$0	Special	\$217,560	\$217,560	100%	100%	\$217,560
East Side Pump Station Improvements	2003	3.60	MGD	\$396,700	\$79,340	5%	\$287,934	\$761,974	93%	100%	\$710,495
City Hall Elevated Storage Tank	2011	1.0	MG	\$2,332,442	\$470,488	5%	\$1,707,455	\$4,530,385	55%	87%	\$2,491,712
Existing Facilities Total:				\$2,945,142	\$549,828		\$2,016,948	\$5,511,919			\$3,419,767
											\$1,503,201
											\$4,922,969
											\$1,503,201

TABLE NO. 20
CITY OF PARKER, TEXAS
2016 WATER SYSTEM IMPACT FEE STUDY
PROPOSED WATER LINES

* Average Unit costs are based in 2016 dollars unless otherwise indicated and includes 20% for engineering and easement costs.

Pipe Number	Length (Ft.)	Diameter (Inches)	Avg. Unit Cost (\$/Ft.)	Construction Cost (\$)	20 Year Debt Service @ 5% Simple Interest	Total 20 Year Project Cost (\$)	(% Utilized Capacity		(\$ Utilized Capacity	
							2016	2026	2016	2026
1 - Dillehay Drive 18-Inch Water Line										
This project begins at the proposed Central Pump Station and bears north and south. The northern segment terminates near Kara Lane approximately 1,500 feet south of Chapparral while the southern segment continues to just south of Lindsey Lane approximately 2,000 feet north of Parker Road.										
2 P-1252	2,490	18"	\$140.00	\$348,600	\$210,851	\$559,451	0.0%	100.0%	\$0	\$559,451
2 P-1253	1,635	18"	\$140.00	\$228,900	\$138,451	\$367,551	0.0%	71.0%	\$0	\$260,819
Subtotal:	4,125			\$577,500	\$349,302	\$926,802			\$0	\$820,270
2 - Chapparral Elevated Storage Tank 16-Inch Water Line										
This water line begins at the proposed Chapparral Elevated Storage Tank and continues northerly connecting to the existing 16-inch water line at the intersection of Malone Drive and Nesclown Road.										
2 P-1191	385	16"	\$120.00	\$46,200	\$27,944	\$74,144	0.0%	62.0%	\$0	\$45,969
Subtotal:	385			\$46,200	\$27,944	\$74,144			\$0	\$45,969
3 - Bois-D-Arc Lane 8-Inch Water Line										
The water line begins at a point for connection to the existing 18-inch Parker Road Water Line and continues southerly connecting to the existing 8-inch water line south of Bois-D-Arc Lane.										
2 P-1157	1,670	8"	\$100.00	\$167,000	\$101,010	\$268,010	0.0%	62.0%	\$0	\$166,166
Subtotal:	1,670			\$167,000	\$101,010	\$268,010			\$0	\$166,166
CIP Total:	6,180			\$790,700	\$478,256	\$1,268,956			\$0	\$1,032,405

1 - City Participate in Cost Oversize

2 - City Initiated & Funded

TABLE NO. 21
CITY OF PARKER, TEXAS
2016 WATER DISTRIBUTION IMPACT FEE STUDY
PROPOSED WATER FACILITIES

Facility Improvements	Year	Projected Const.	Capacity Units	Capital Cost (\$)	Engineering, Property Acquisition 20% (\$)	Water Facilities Cost (\$)	20 Year Debt Service Utilizing 2% Simple Interest (\$)	Total 20 Yr. Project Cost (\$)	Capacity Utilized (MGD)		Capacity Utilized (%)		In The CRF Period	2026	2026	In The CRF Period	2016	2016	In The CRF Period	2026	2026	In The CRF Period
									2016	2026	2016	2026										
Proposed Pump Stations, Ground Storage, and Elevated Stora																						
8. Central Pump Station - 1.75 MGD P.S.		1.75	MGD	\$2,625,000	\$525,000	\$3,150,000	\$1,905,283	0.0	0.6	0.6	0.1%	62.0%	\$0	\$3,134,275	\$3,134,275	\$0	\$0	\$0	\$0	\$0	\$0	
9. Central Pump Station - 0.75 MG G.S.R.		0.75	MG	\$825,000	\$165,000	\$990,000	\$598,803	0.0	0.6	0.6	0.0%	62.0%	\$0	\$985,058	\$985,058	\$0	\$0	\$0	\$0	\$0	\$0	
10. NTMWD Delivery Point No 2		5.0	MGD	\$1,100,000	\$220,000	\$1,320,000	\$798,404	0.0	0.6	0.6	0.0%	62.0%	\$0	\$1,313,411	\$1,313,411	\$0	\$0	\$0	\$0	\$0	\$0	
11. Bois-D-Arc Lane 8-inch Pressure Reducing Valve				\$200,000	\$40,000	\$240,000	\$145,164	0.0	0.6	0.6	0.0%	62.0%	\$0	\$238,802	\$238,802	\$0	\$0	\$0	\$0	\$0	\$0	
Proposed Facility Total:				\$4,750,000	\$950,000	\$5,700,000	\$3,447,655	\$9,147,655														\$5,671,546



**2016 - 2026
WATER IMPACT FEE STUDY**

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFFESIONAL ENGINEERS
DALLAS, TEXAS
(214) 361-7900
amata@bhcllp.com

February 2017



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for Public Works Director Machado
Estimated Cost:	Date Prepared:	April 10, 2023
Exhibits:	Monument Sign Permit Application	

AGENDA SUBJECT

CONSIDER A VARIANCE FOR WHITESTONE ESTATES MONUMENT SIGN.

SUMMARY

Please review the information provided for an authorization request to construct a monument sign for the Whitestone Estates Subdivision in excess of 35 square feet in area and in excess of 6 feet in height at the southwest corner of Belvedere Drive and Dillehay Drive.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	04/13/2023
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/13/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/14/2023



Gary Machado, Public Works Director
 5700 E. Parker Rd. Parker, TX 75002
 (972) 442-6811 X230 (972) 442-2894 fax
 gmachado@parkertexas.us
 www.parkertexas.us

April 4, 2023

RE: Monument Sign Permit Application

Per ORDINANCE NO. 595 Page 4 (Revised Sign Control Ordinance)

SECTION 3 Signs Authorized. Authorized signs in the City may be either monument style or attached to a building, unless otherwise specified. Specifically, authorized signs described in this Section 3 shall conform to the requirements of this Section, as set forth below:

A. Real Estate

5. Residential subdivision permanent identification signs. Residential Subdivision Permanent identification signs shall include the following characteristics:

a. The sign shall be permanent in nature, and shall be approved as a part of the landscaping and entrance treatment, if any, at the entrance, or entrances, to the subdivision. The purpose of the subdivision identification sign is the permanent identification of the subdivision, rather than the identification of the builder, contractors, realtors, or other persons or entities responsible for the development and sale of the real estate within the subdivision. The residential subdivision identification sign shall comply with the requirements for monument signs in Section 3E below, or as they may be specifically authorized by the City Council as a part of the approval process for the landscaping treatment for the subdivision entrance.

b. Without other authorization by the City Council, the maximum size of a residential subdivision identification sign shall be thirty-five (35) square feet in area and six (6) feet in height. An example of residential identification subdivision signs is attached as Exhibit B.

M. Where authorized by this Ordinance, monument signs are preferred by the City. A monument sign shall require a sign permit to be issued by the Chief Building Official, and shall include the following characteristics:

1. All monument signs shall be placed in concrete bases or footings. Monument signs may be constructed only of materials that are noncombustible or slow burning in the case of plastic inserts and faces and may be supported by noncombustible material only, and



Gary Machado, Public Works Director
 5700 E. Parker Rd. Parker, TX 75002
 (972) 442-6811 X230 (972) 442-2894 fax
 gmachado@parkertexas.us
 www.parkertexas.us

finished in a presentable manner; wood or nonpainted steel supports are specifically prohibited. Heavy timber and other materials may be used if approved by the Chief Building Official.

2. Monument signs that provide identification or advertisement of a specific business, service, product, person, organization, place or building shall be termed "single-use monument signs". Monument signs that provide identification or advertisement of multiple businesses, services, products, persons, organizations, places or buildings shall be termed "multiple-use monument signs."

3. Monument signs shall be landscaped around the base of the sign in an area equal to four (4) feet for each square foot of sign and base area. No monument sign shall obstruct the vision of traffic on public streets or be constructed so as to interfere with site lines at elevations between two and one-half (2 ½) feet and eight (8) feet above the top of the adjacent roadway within a triangular area formed by the intersection of adjacent curb lines from a point on each curb line twenty (20) feet from the intersection. Monument signs shall be limited to a height of six (6) feet or less, and an area of thirty-five (35) square feet for single-use signs and fifty (50) square feet for multiple-use signs.

Mr. Lopez:

Your permit application is being denied for the following reasons, as noted above.

1. The overall height is greater than six feet (6')
2. The area is in excess of thirty five feet (35')

This sign will need City Council approval.

Gary Machado
 Public Works Director



APPLICATION FOR
MISCELLANEOUS BUILDING
PERMIT

Meeting Date: 04/18/2023 Item 4.



PLEASE PRINT/TYPE

FEE: \$75.00

PROPERTY OWNER: Warner group INC PHONE NUMBER (214) 368-0328

PROJECT ADDRESS/LOCATION: 4201 Dillehay Dr, Parker TX 75002

LOT BLOCK SUBDIVISION Whitestone Estates ZONING:

TYPE OF CONSTRUCTION: Entry Monument VALUE OF CONSTRUCTION: \$ 61,363.82

PROPOSED USE OF STRUCTURE: Entry Feature for development

TOTAL SQUARE FOOTAGE:

*FOUNDATION: SLAB PIER & BEAM POST TENSION N/A

Contractor Company Name	Contact Person	Phone	Registration Current with City For City Use Only*
General/Builder North Texas Hardscape	Luis Lopez	(817) 269-1513	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Expiration Date <u> </u>
Electrical			<input type="checkbox"/> Yes <input type="checkbox"/> No Expiration Date <u> </u>
Plumbing			<input type="checkbox"/> Yes <input type="checkbox"/> No Expiration Date <u> </u>
Mechanical			<input type="checkbox"/> Yes <input type="checkbox"/> No Expiration Date <u> </u>
Other			<input type="checkbox"/> Yes <input type="checkbox"/> No Expiration Date <u> </u>

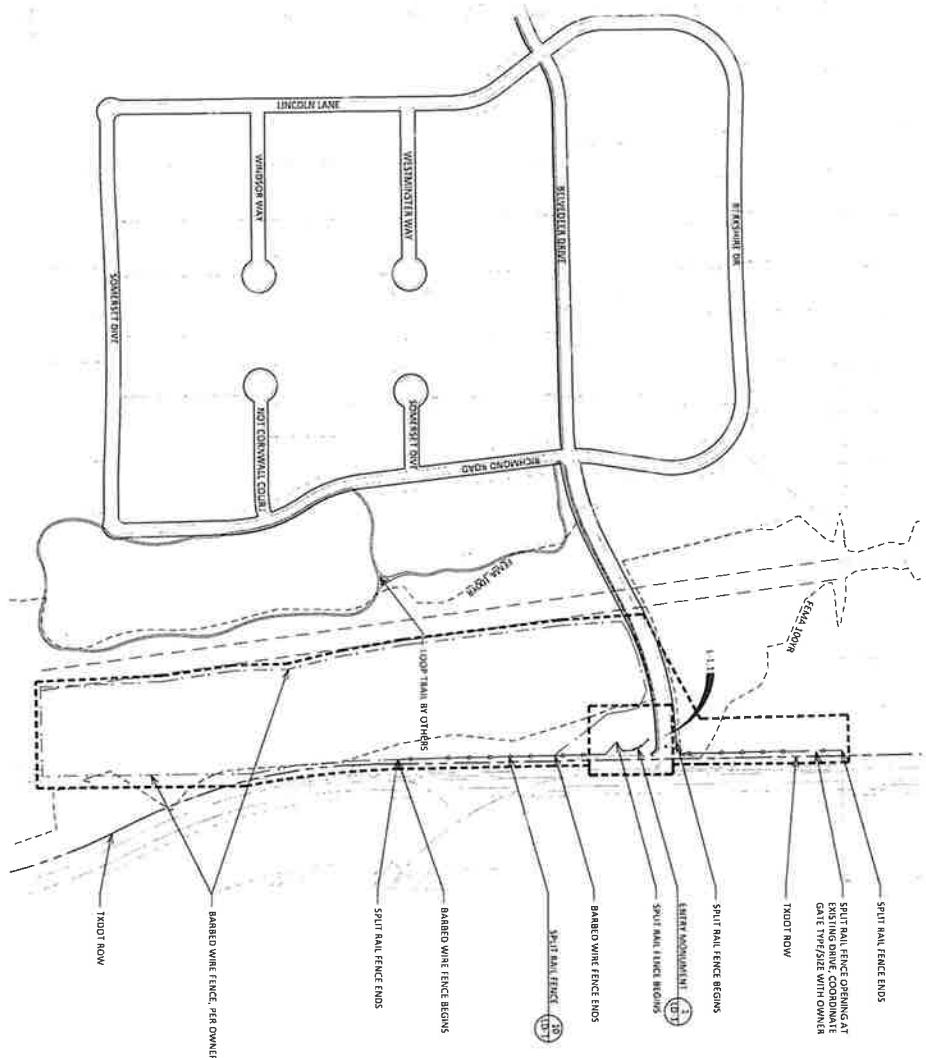
*Each contractor must register with the City and furnish a current State issued trade license and proof of Liability coverage.

*PLANS REQUIRED: PLOT, ROOF, FLOOR, FRAMING, ELECTRICAL, PLUMBING, MECHANICAL

<p>NOTICE: AN ISSUED PERMIT BECOMES INVALID IF THE WORK ON THE SITE AUTHORIZED BY THE PERMIT DOES NOT COMMENCE WITHIN 180 DAYS OF ISSUANCE, OR IF THE WORK ON THE SITE IS INCOMPLETE DUE TO SUSPENSION OR ABANDONMENT FOR A PERIOD OF 180 DAYS. AT LEAST ONE (1) CITY INSPECTION IS REQUIRED EVERY 180 DAYS. ALL PERMITS REQUIRE FINAL INSPECTION.</p> <p>I HEREBY CERTIFY THAT I AM AN AUTHORIZED AGENT OF THE OWNER, AND HAVE THE OWNER'S CONSENT TO ENTER ONTO THE PROPERTY TO COMPLETE THE WORK. AFTER CLOSE REVIEW OF THIS APPLICATION, I FURTHER CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE WORK SHALL COMPLY WITH ALL PROVISIONS OF LAWS AND ORDINANCES, WHETHER SPECIFIED OR NOT. THE GRANT OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY FEDERAL, STATE, OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION</p>	<p>Signature <u>Luis Lopez</u></p> <p>Date <u>3/27/23</u></p> <p>Printed Name <u>Luis Lopez</u></p> <p>Title <u>Project Engineer</u></p>
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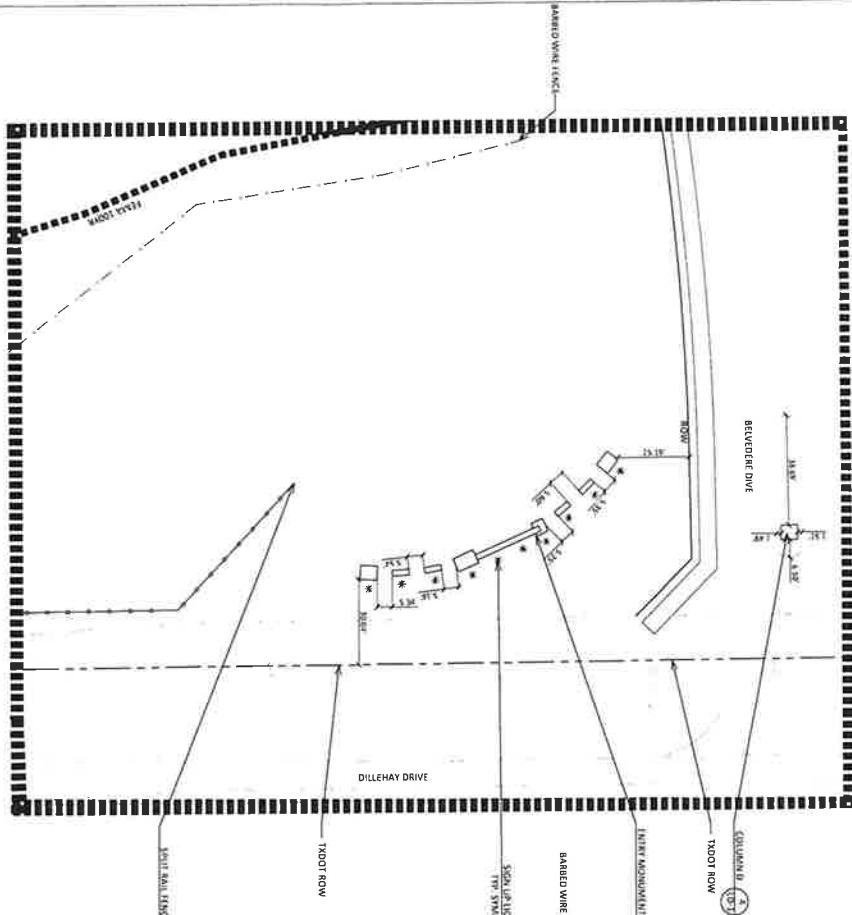
Original signature required. Permit and plans must be submitted at City Hall.

For City Use Only.
Fee Paid \$ Cash Check # CC Received by

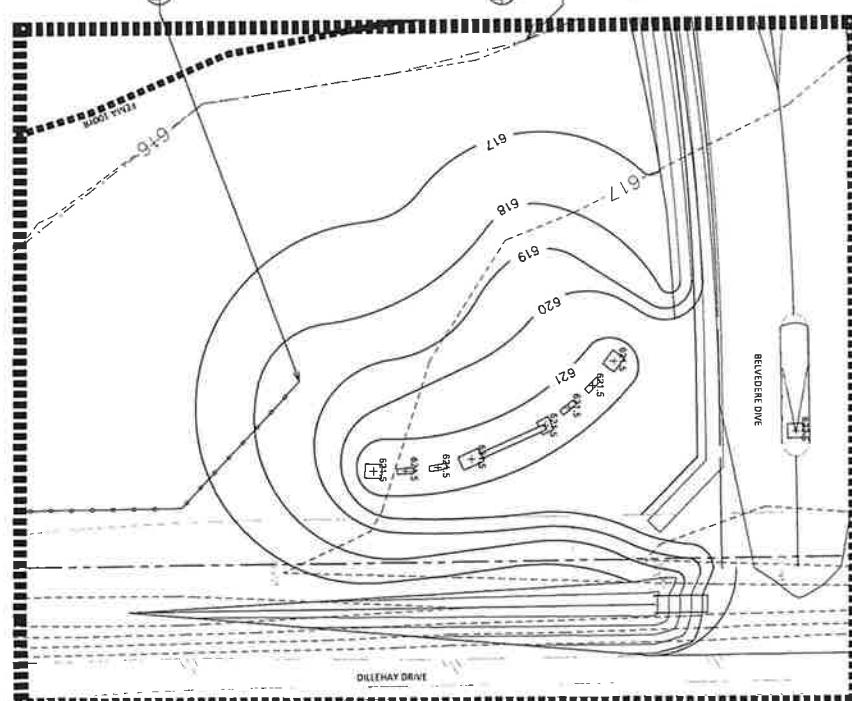


LIGHTING LEGEND
 * SIGN UP 16111 HYPER-CEMAR LED CAT# FEDAR BA P1 BUCHI 27K 400deg 330W WSL 13 C BRT
 ES CONTRACTOR RESPONSIBLE FOR FULL WIRING, AUTOMATED LIGHTING SYSTEM, WHICH INCLUDES
 TRAILER PANELS, JUNCTION BOXES, SPANNING CONDUIT TO WIRE AND PHOTOCELL SENSOR

1. ALL LIGHTING CONSTRUCTION SHALL BE DESIGNED SO THAT THE LIGHT SOURCE IS COMPETITIVELY CONCEALED, FULLY SHIELDED WITHIN OPAQUE HOUSING AND NO VISIBLE FROM ANY STREIGHT OF WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ANIMALS PROPERTY LINE. THE ILLUMINATION SHALL NOT EXCEED 2 FOOT



1 HARDSCAPE/LAYOUT PLAN



18

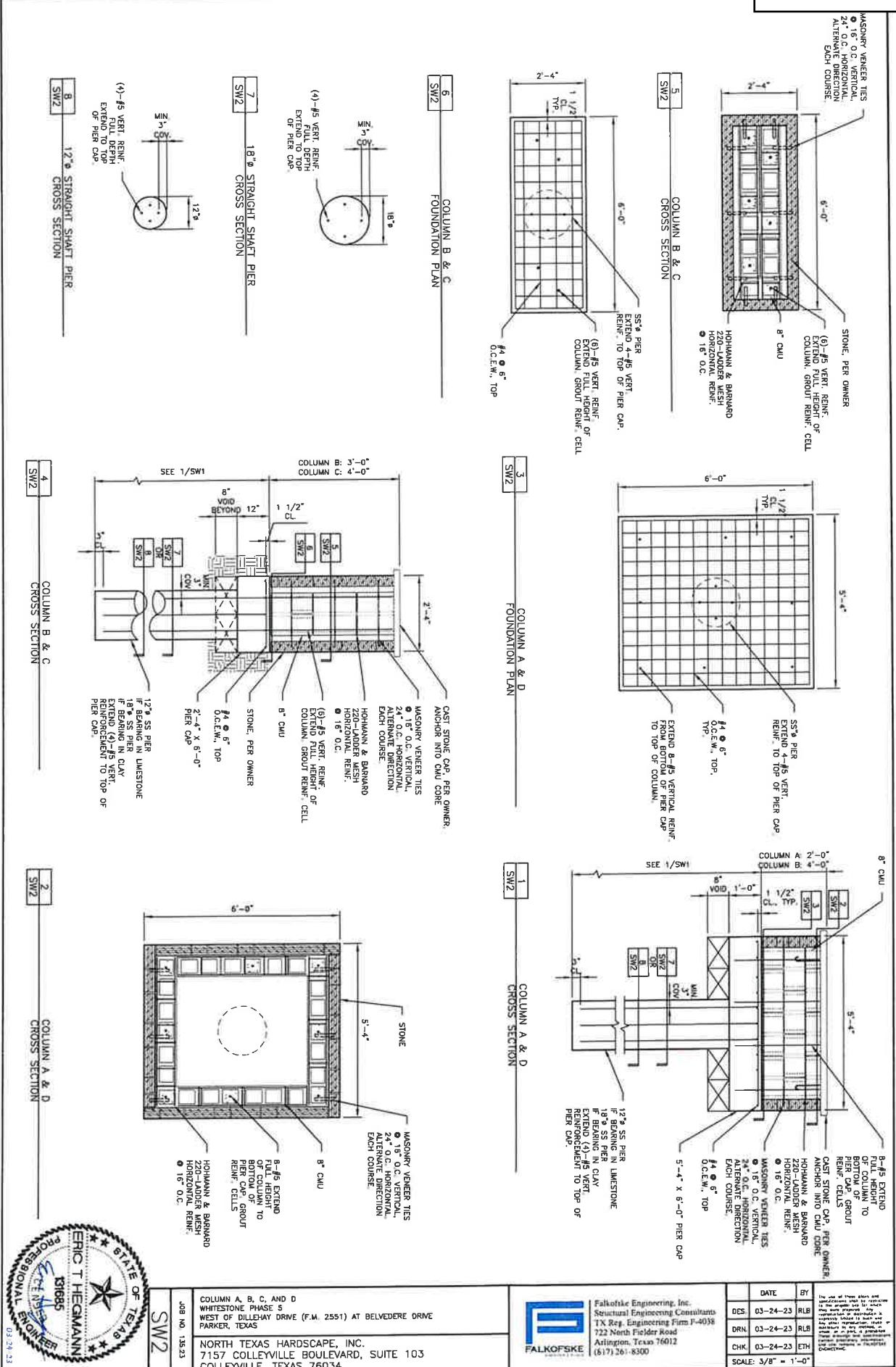
—11—

LANDSCAPE IMPROVEMENT PLANS

WHITESTONE ESTATES ENTRY
PARKER, TEXAS 75002

WARNER GROUP, INC.

SEC Planning, LLC



COLUMN A, B, C, AND D
WHITESTONE PHASE 5
WEST OF DILLEHAY DRIVE (F.M. 2551) AT BELVEDERE DRIVE
PARKER, TEXAS

NORTH TEXAS HARDSCAPE, INC.
7157 COLLEYVILLE BOULEVARD, SUITE 103
COLLEYVILLE, TEXAS 76034



Inc.
consultants
in J-4038

DES
DRN
CHK

03-2

4-23

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Документы

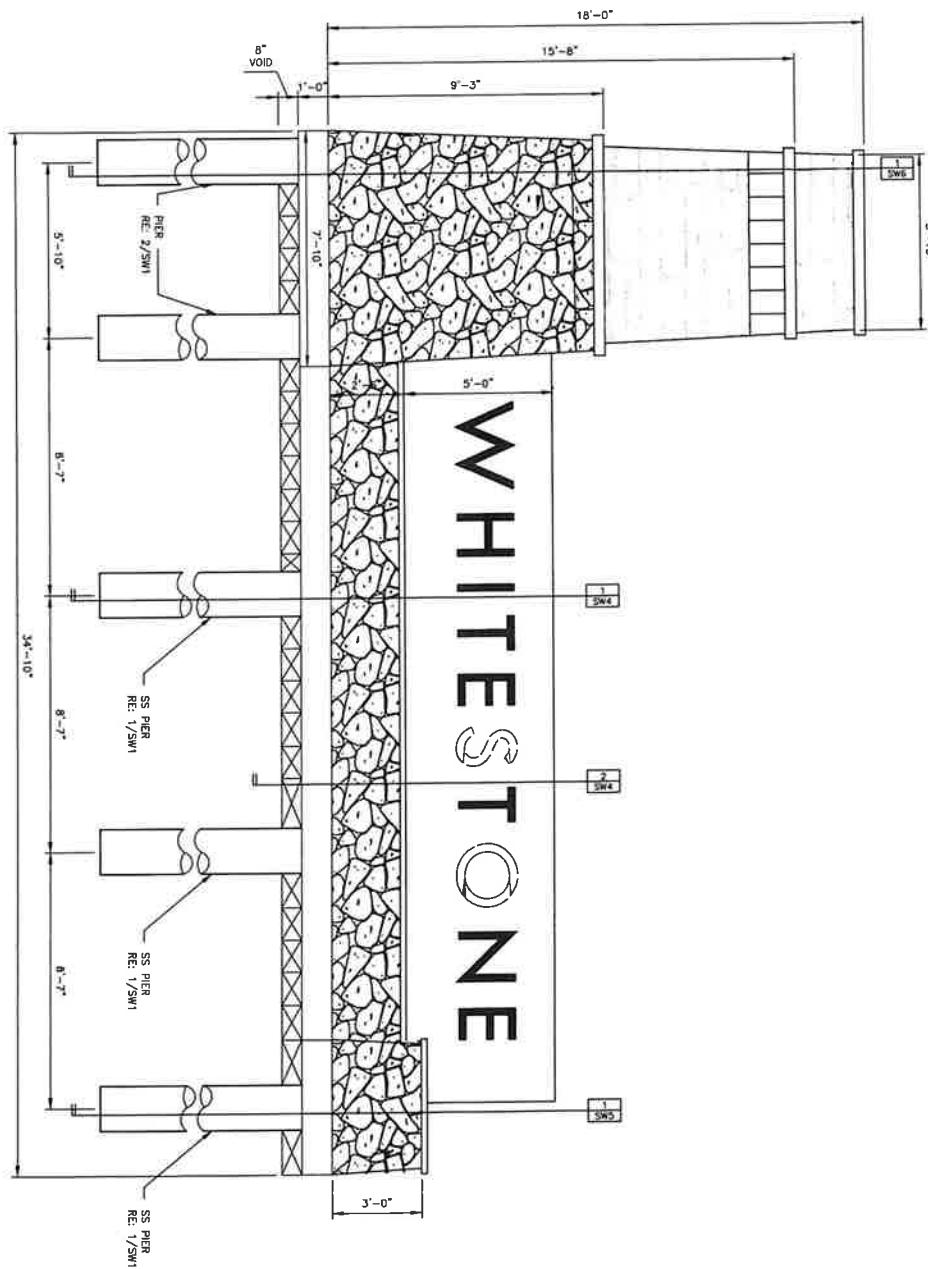
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6. 100
7. 50
8. 25
9. 12.5
10. 6.25

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84



DEVELOPED FROM SEC PLANNING LLC, LANDSCAPE IMPROVEMENTS PLANS, SHEET 10-1

1
SW3



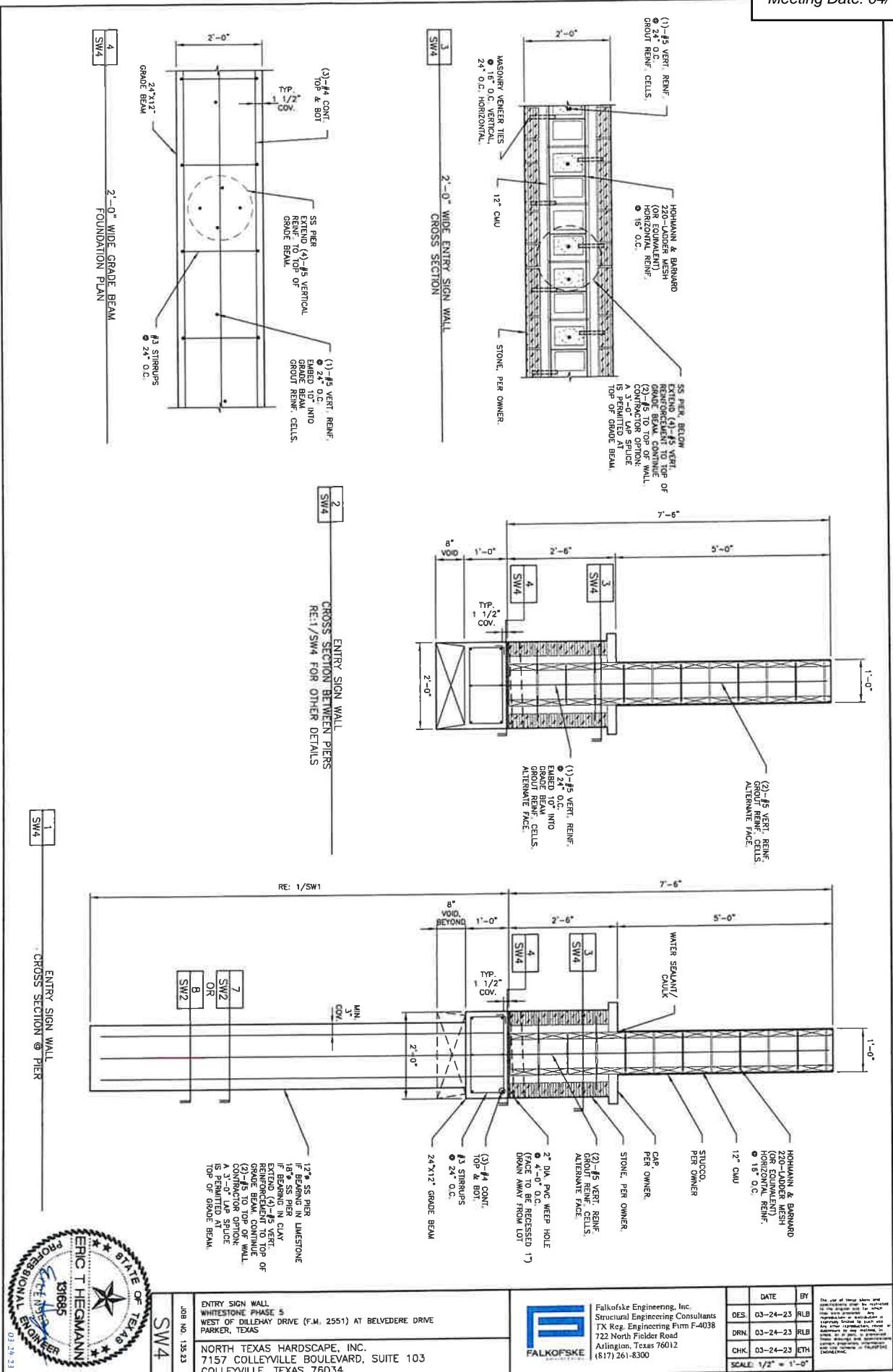
MAIN ENTRY FEATURE
WHITESTONE PHASE 5
WEST OF DILLEHAY DRIVE (F.M. 2551) AT BELVEDERE DRIVE
PARKER, TEXAS

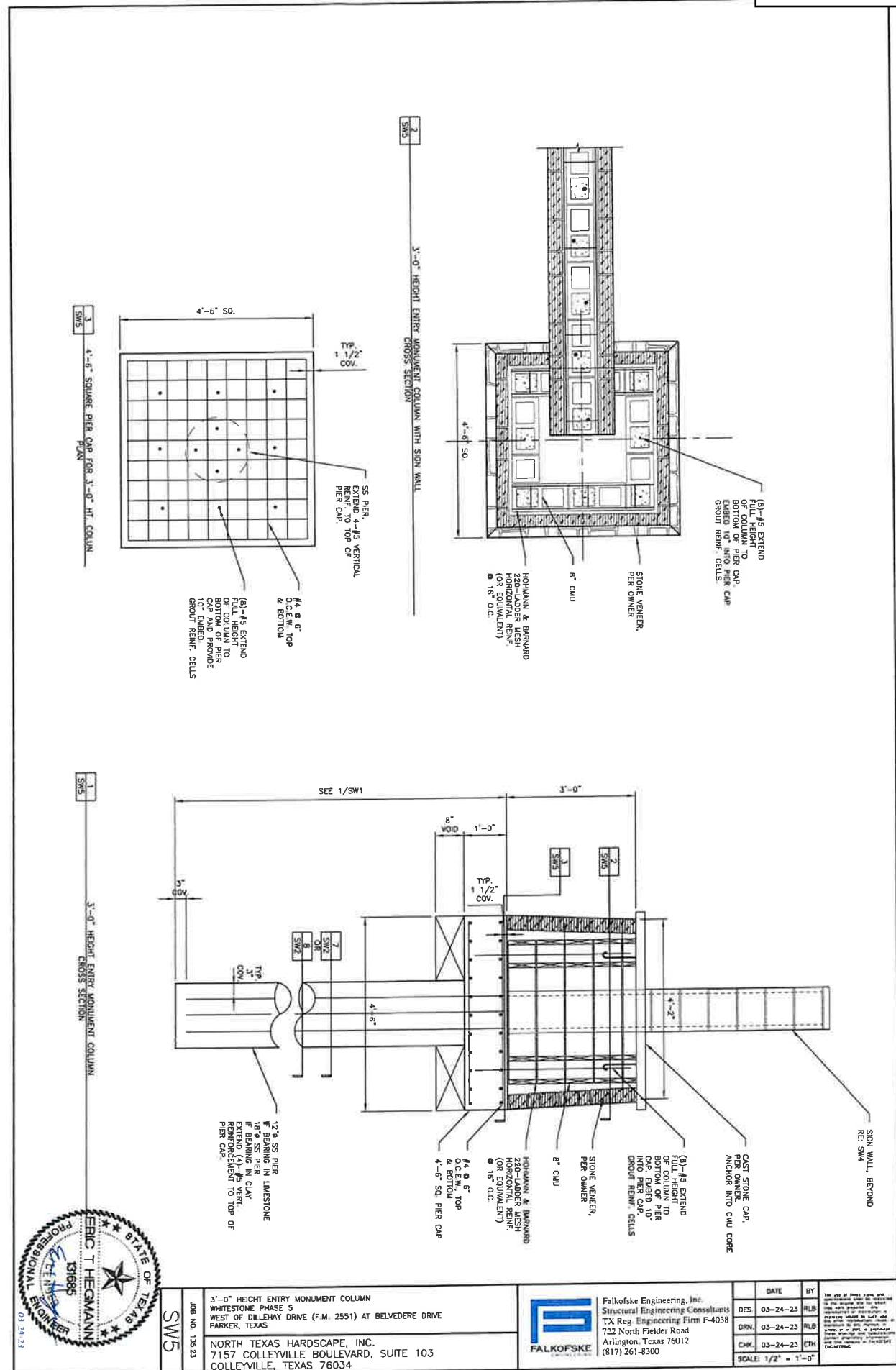
NORTH TEXAS HARSCAPE, INC.
7157 COLLEYVILLE BOULEVARD, SUITE 103
COLLEYVILLE, TEXAS 76034



Falkofski Engineering, Inc.
Structural Engineering Consultants
TX Reg. Engineering Firm #4038
722 North Fielder Road
Arlington, Texas 76012
(817) 261-8300

	DATE	BY
DES	03-24-23	RLB
DRN	03-24-23	RLB
CHK	03-24-23	ETH
SCALE: 1/4" = 1'-0"		





J-0 HEIGHT ENTRY MONUMENT COLUMN
WHITESTONE PHASE 5
WEST OF DILLEHAY DRIVE (F.M. 2551) AT BELVEDERE DRIVE
PARKER, TEXAS

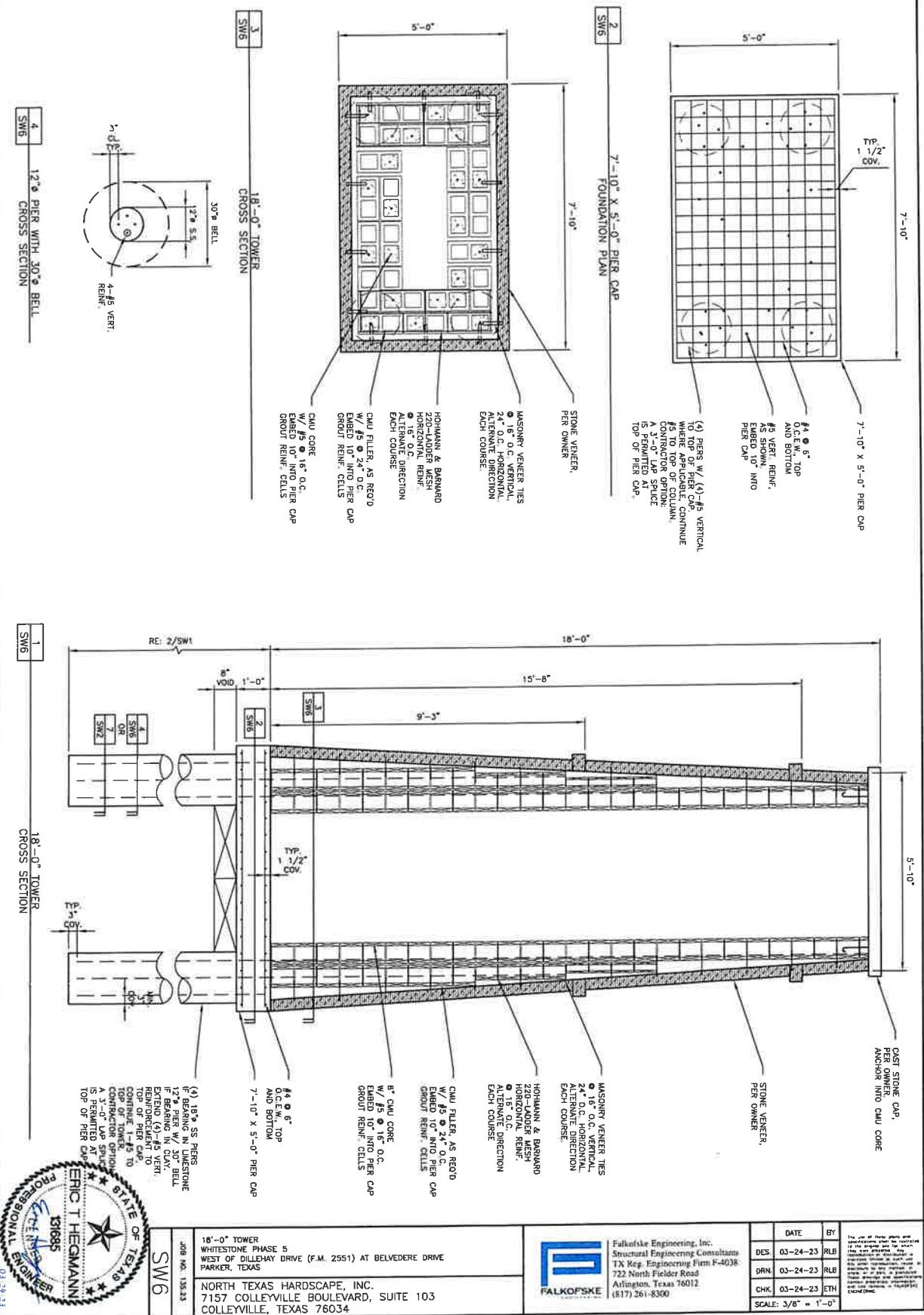
NORTH TEXAS HARSCAPE, INC.
7157 COLLEYVILLE BOULEVARD, SUITE 103
COLLEYVILLE, TEXAS 76034

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Falkoske Engineering, Inc.
Structural Engineering Consultants
TX Reg. Engineering Firm F-4038
22 North Fielder Road
Arlington, Texas 76012
(817) 261-8300

	DATE	BY
DES	03-24-23	RIB
DRN.	03-24-23	RIB
CHN.	03-24-23	CTH
SCALE: 1/2" = 1'-0"		



18'-0" TOWER
WHITESTONE PHASE 5
WEST OF DILLENHAY DRIVE (F.M. 2551) AT BELVEDERE DRIVE
PARKER, TEXAS

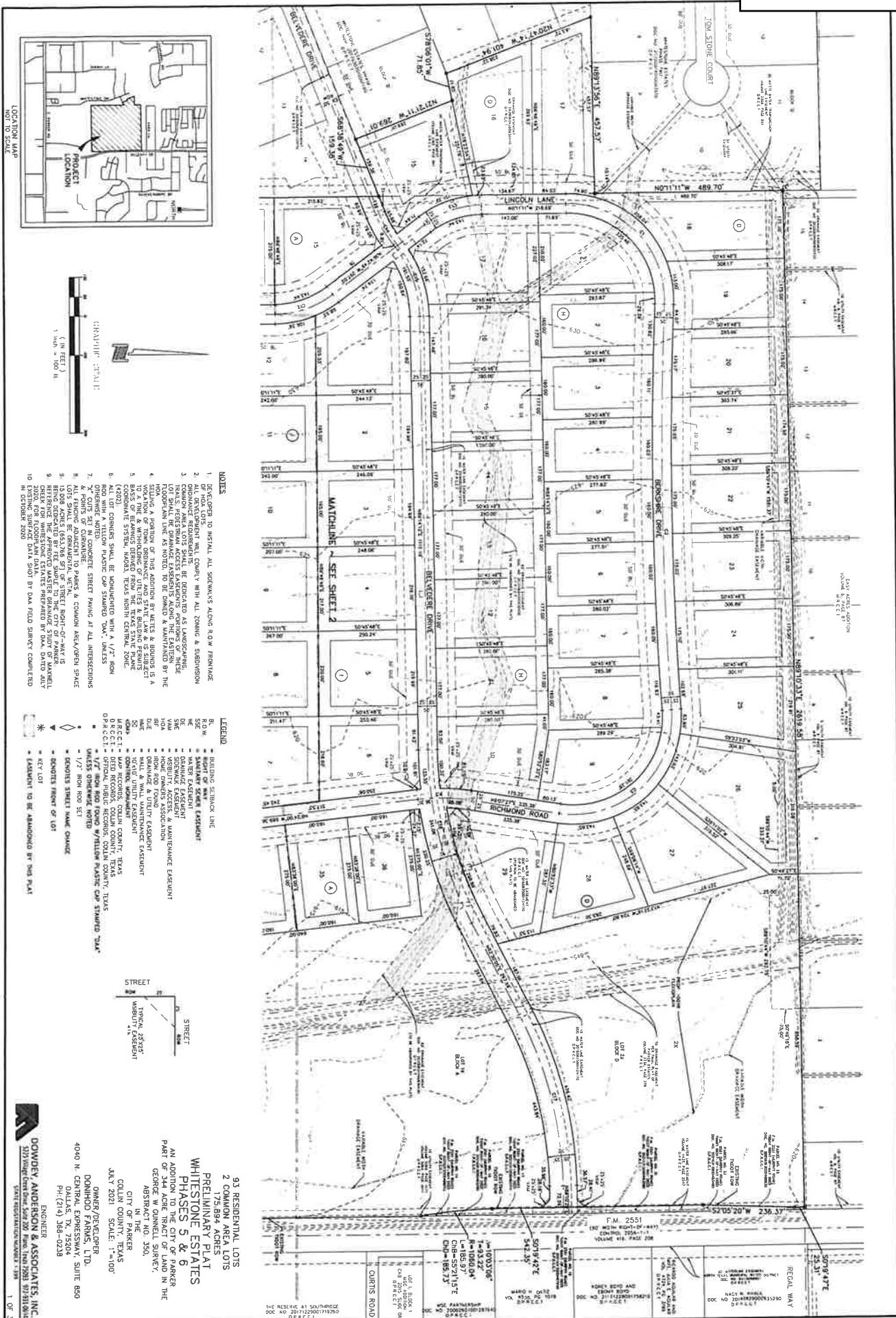
NORTH TEXAS HARDSCAPE, INC.
7157 COLLEYVILLE BOULEVARD, SUITE 103
COLLEYVILLE, TEXAS 76034

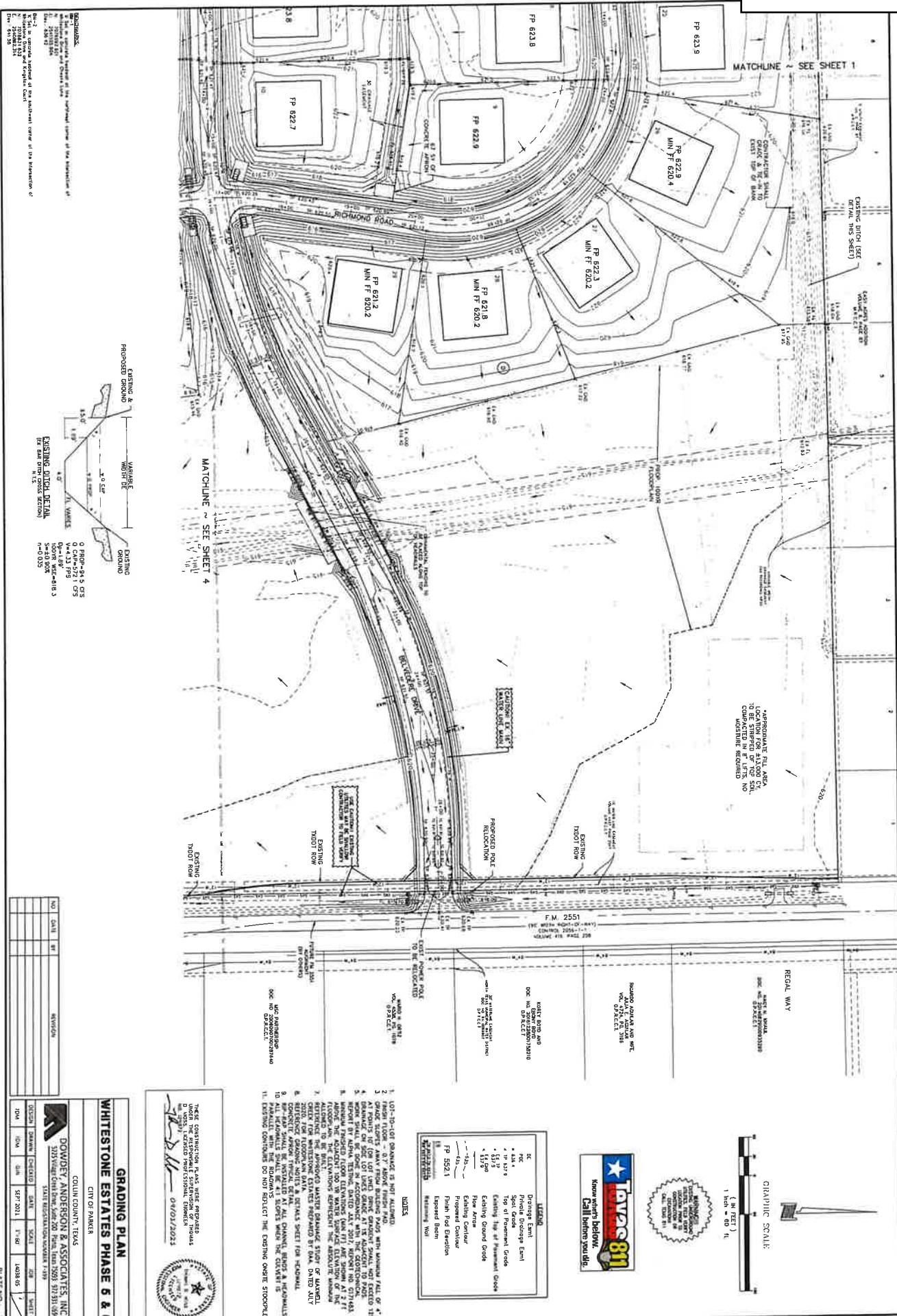


FALKOPSKE

Falkirk Engineering, Inc.
Structural Engineering Co.
TX Reg. Engineering Firm
722 North Fielder Road
Arlington, Texas 76012
(817) 261-8300

DATE		BY	THE END OF THESE PLATES WILL BE THE DATE OF EXPIRATION OF THE ORIGINAL PLATE WHICH THEY ARE REPLACING. THESE PLATES ARE TO BE USED FOR THE EXPIRATION OF THEIR OWN PLATES. THESE PLATES ARE TO BE USED FOR THE EXPIRATION OF THEIR OWN PLATES.
DES	03-24-23	RLB	
DRN	03-24-23	RLB	
CHK	03-24-23	ETH	
SCALE:	3/8"	1'-0"	





Manage Invoice INV-A00001734

Home MISC-001852-2023 INV-A00001734

Menu

Invoice Details

Invoice Date: Invoice #: Invoice Description:

Invoice Due Date: Invoice Total:

Invoice Status:

Documents

History

Primary Firms: Msc Fees: Payments: Billing Contacts: Notes:

Total:

Fee Name: Reference Entity #:

Miscellaneous Building Permit Fee: Permit:



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	April 10, 2023
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

FM2551

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

[March 2023 - Building Permit/Code Report](#)

[March 2023 – Court Report](#)

[March 2023 – Finance \(monthly financials\) Report \(monthly financials\) Report](#)

[Investment 1st Qtr. Report 2023](#)

[March 2023 – Police Report](#)

[March 2023 – Website \(PIWIK\) Report](#)

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/13/2023
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/13/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/14/2023



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	April 10, 2023
Exhibits:	<u>None</u>	

AGENDA SUBJECT

ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500)

Ranchview Estates Neighborhood residents donated snacks valued at \$35 to the Parker Police Department.

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/13/2023
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/13/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/14/2023



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: April 10, 2023
Exhibits:	<u>Future Agenda Items</u>

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/13/2023
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/13/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/14/2023

FUTURE AGENDA ITEMS

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
2023			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	4th Qtr 2022 0321 CC Agenda
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	1st Qtr 2023 0418CC Agenda
	Council Committee Updates	Council	
	Public Safety Committee (MLP, MPTMS, & CMDA)	Council	2022 1115 and 2022 1206
	Website Dev. Subcommittee (CMCM, CMTL, & MLP)	Council	2022 1115
Tentatively - June 2023	Investment Policy	Savage	2023 0412 - F?HR Savage
Tentatively - 2023	4403 Sycamore Lane - FD Donation for Training	Sheff	2023 0413 - CALO
Tentatively - 2023	Water Master Plan	Olson	2023 0413 - CALO
Tentatively - 2023	Town Hall/Workshop - Developers/Builders/Residents	Mayor/MPT	2023 0221 MPT Requested
Tentatively - 2023	CIP Workshop	Mayor	2023 0411 Canceled - Due to illnesses
Tentatively - 2023	Appointment of City Attorney	Mayor	
Tentatively - 2023	Updating Res. No. 2022-701 - Alt. Prosecuting Attorney Trey Lansford	Pettle/C'Sec	Remv'd from 2023 0221 - Mayor pushed, but soon.
Tentatively - 2023	Enterprise Fleet Management	Council	Added 2023 0117
Tentatively - 2023	Fences in Drainage Easements	Lynch	Requested @ 2022 0802 CC Mtg
Tentatively - 2023	Oncor & Frontier Franchise (All?) - Review Ongoing	Savage	2021 0615 added - When due
Tentatively - 2023	Boards & Commissions - Attendance Policy Review	Mayor & CM Meyer	Added at 2022 1115 CC Meeting
	2023 Election - May 6, 2023	C'Sec	
Tentatively - May 16, 2023	Canvass, Oaths, Appointing Mayor Pro Tem, Recognizing outgoing & Reception for incoming	Pettle/C'Sec	
Tentatively - June 2024	PWC Donations??	Check w/Pettle	Waiting for direction
June, 2023	Prompt for Vacations	Scott Grey	Send email March - May



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: April 10, 2023
Exhibits:	<u>Please see exhibit(s) provided.</u>

AGENDA SUBJECT

WORKSHOP

COMPREHENSIVE PLAN

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/13/2023
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/13/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/14/2023



Glenn Hegar
Texas Comptroller of Public Accounts

\$ Economy

Economic Development

Municipal Development Districts

Chapter 377 of the Local Government Code authorizes cities to hold an election in all or part of a city, including its extra territorial jurisdiction, to create a municipal development district and to adopt a sales tax to fund it.

The district could undertake a variety of projects including a convention center, civic center, auditorium and other projects eligible under Tex. Rev. Civ. St. art. 5190.6 Sec. 4B(a). (Chapter 377, Local Government Code).

Sales Tax Options: one-eighth, one-fourth, three-eighths or one-half of 1 percent

Need Help?

For additional information, contact the Data Analysis and Transparency Division
[comptroller.texas.gov/economy/contact.php] via email [mailto:econ.dev@cpa.texas.gov] or at 844-519-5672, ext. 6-9231.

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE A. MUNICIPAL PLANNING AND DEVELOPMENT

CHAPTER 377. MUNICIPAL DEVELOPMENT DISTRICTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 377.001. DEFINITIONS. In this chapter:

(1) "Board" means the board of directors of a municipal development district.

(2) "District" means a municipal development district created under this chapter.

(3) "Development project" means:

(A) a "project" as that term is defined by Sections 505.151-505.158; or

(B) a convention center facility or related improvement such as a convention center, civic center, civic center building, civic center hotel, or auditorium, including parking areas or facilities that are used to park vehicles and that are located at or in the vicinity of other convention center facilities.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 232 (S.B. 466), Sec. 1, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.23, eff. April 1, 2009.

Sec. 377.002. SCOPE. (a) A municipality may create a district as provided in this chapter in:

(1) all or part of the boundaries of the municipality;

(2) all or part of the boundaries of the municipality and all or part of the boundaries of the municipality's extraterritorial jurisdiction; or

(3) all or part of the municipality's extraterritorial jurisdiction.

(b) The municipality may include territory outside of the municipality only to the extent that territory is in the municipality's

extraterritorial jurisdiction.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 20, Sec. 1, eff. May 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 232 (S.B. 466), Sec. 2, eff. September 1, 2005.

Sec. 377.003. CONSTITUTIONAL PURPOSE. This chapter creates a program under Section 52-a, Article III, Texas Constitution.

Added by Acts 2005, 79th Leg., Ch. 232 (S.B. 466), Sec. 3, eff. September 1, 2005.

SUBCHAPTER B. MUNICIPAL DEVELOPMENT DISTRICT

Sec. 377.021. CREATION. (a) A municipality may call an election on the question of creating a municipal development district under this chapter to plan, acquire, establish, develop, construct, or renovate one or more development projects beneficial to the district.

(b) The order calling the election must:

(1) define the boundaries of the district; and

(2) call for the election to be held within those boundaries.

(c) The ballot at an election held under this section must be printed to permit voting for or against the proposition: "Authorizing the creation of the _____ Municipal Development District (insert name of district) and the imposition of a sales and use tax at the rate of _____ of one percent (insert one-eighth, one-fourth, three-eighths, or one-half, as appropriate) for the purpose of financing development projects beneficial to the district."

(d) The district is created if a majority of the registered voters of the proposed district voting at the election favor creation of the district.

(e) If a majority of the registered voters of the proposed district voting at the election to create the district vote against creation of the district, the municipality may not hold another election on the question of creating a municipal development district before the first anniversary of the most recent election concerning creation of a district.

(f) The Election Code governs an election held under this chapter.

(g) In the order calling the election, the municipality may provide for the district boundaries to conform automatically to any changes in the

boundaries of the portion of the municipality or the municipality's extraterritorial jurisdiction included in the district, and the election shall be held on one of the four uniform election dates under Section 41.001, Election Code.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 20, Sec. 2, eff. May 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 232 (S.B. 466), Sec. 4, eff. September 1, 2005.

Sec. 377.022. POLITICAL SUBDIVISION; OPEN MEETINGS. (a) A district is a political subdivision of this state and of the municipality that created the district.

(b) A district is subject to Chapter 551, Government Code.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 232 (S.B. 466), Sec. 5, eff. September 1, 2005.

SUBCHAPTER C. BOARD OF DIRECTORS

Sec. 377.051. COMPOSITION AND APPOINTMENT OF BOARD. (a) A district is governed by a board of at least four directors.

(b) The board is appointed by the governing body of the municipality that created the district.

(c) Directors serve staggered two-year terms. A director may be removed by the appointing municipality at any time without cause. Successor directors are appointed in the same manner as the original appointees.

(d) To qualify to serve as a director, a person must reside in the municipality that created the district or in that municipality's extraterritorial jurisdiction. An employee, officer, or member of the governing body of the municipality may serve as a director, but may not have a personal interest in a contract executed by the district other than as an employee, officer, or member of the governing body of the municipality.

(e) Notwithstanding Subsection (d), a person may qualify to serve as a director of a district if the person resides in the independent school

district that serves the majority of the district and the district is located in a municipality:

(1) with a population of more than 5,000 and less than 6,000 and that is located wholly in a county with a population of more than 20,000 and less than 25,000 and that borders the Brazos River; or

(2) with a population of more than 1,488 and less than 2,500 and that is located wholly in a county with a population of more than 20,000 and less than 30,000 that borders the Neches River and the Trinity River.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 232 (S.B. 466), Sec. 6, eff. September 1, 2005.

Acts 2015, 84th Leg., R.S., Ch. 874 (H.B. 3186), Sec. 1, eff. June 18, 2015.

Acts 2021, 87th Leg., R.S., Ch. 470 (H.B. 4356), Sec. 1, eff. June 14, 2021.

Sec. 377.052. COMPENSATION. A board member is not entitled to compensation, but is entitled to reimbursement for actual and necessary expenses.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Sec. 377.053. MEETINGS. The board shall conduct its meetings in the municipality that created the district.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 232 (S.B. 466), Sec. 7, eff. September 1, 2005.

Sec. 377.054. OFFICERS. The board shall designate from the members of the board a presiding officer, a secretary, and other officers the board considers necessary.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

SUBCHAPTER D. POWERS AND DUTIES

Sec. 377.071. GENERAL POWERS OF DISTRICT. (a) A district may:

(1) perform any act necessary to the full exercise of the district's powers;

(2) accept a grant or loan from a:

(A) department or agency of the United States;

(B) department, agency, or political subdivision of this state; or

(C) public or private person;

(3) acquire, sell, lease, convey, or otherwise dispose of property or an interest in property, including a development project, under terms and conditions determined by the district;

(4) employ necessary personnel; and

(5) adopt rules to govern the operation of the district and its employees and property.

(b) A district may contract with a public or private person to:

(1) plan, acquire, establish, develop, construct, or renovate a development project; or

(2) perform any other act the district is authorized to perform under this chapter.

(c) A district may not levy an ad valorem tax.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Sec. 377.072. DEVELOPMENT PROJECT FUND. (a) A district shall establish by resolution a fund known as the development project fund. The district may establish separate accounts within the fund.

(b) The district shall deposit into the development project fund:

(1) the proceeds from any sales and use tax imposed by the district;

(2) all revenue from the sale of bonds or other obligations by the district; and

(3) any other money required by law to be deposited in the fund.

(c) Except as provided by Subsections (d) and (e), the district may use money in the development project fund only to:

(1) pay the costs of planning, acquiring, establishing, developing, constructing, or renovating one or more development projects located:

(A) in the district; or

(B) outside the district, if:

(i) the project is located in the extraterritorial jurisdiction of the municipality that created the district;

(ii) the board determines that the development project will provide an economic benefit to the district; and

(iii) the following entities, as applicable, by resolution approve the development project:

(a) the municipality that created the district; and

(b) each municipality in whose corporate limits or extraterritorial jurisdiction the project is located;

(2) pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the district or to refund bonds or other obligations; or

(3) pay the costs of operating or maintaining one or more development projects during the planning, acquisition, establishment, development, construction, or renovation or while bonds or other obligations for the planning, acquisition, establishment, development, construction, or renovation are outstanding.

(d) A district located in a county with a population of 3.3 million or more may use money in the development project fund only to:

(1) pay the costs of planning, acquiring, establishing, developing, constructing, or renovating one or more development projects beneficial to the district if the projects are in the district boundaries or the extraterritorial jurisdiction of the municipality where the district is located;

(2) pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the district or to refund bonds or other obligations; or

(3) pay the costs of operating or maintaining one or more development projects during the planning, acquisition, establishment, development, construction, or renovation or while bonds or other obligations for the planning, acquisition, establishment, development, construction, or renovation are outstanding.

(e) A district that is located in a municipality with a population of more than 5,000 and less than 6,000 and that is located wholly in a county with a population of more than 20,000 and less than 25,000 and that borders the Brazos River may use money in the development project fund only to:

(1) pay the costs of planning, acquiring, establishing, developing, constructing, or renovating one or more development projects inside the county in which the district is located, if the project:

(A) accomplishes a public purpose of the district;

(B) allows the district to retain control over the money to ensure that the district's public purpose is accomplished and to protect

the district's investment; and

(C) benefits the district;

(2) pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the district or to refund bonds or other obligations; or

(3) pay the costs of operating or maintaining one or more development projects during the planning, acquisition, establishment, development, construction, or renovation or while bonds or other obligations for the planning, acquisition, establishment, development, construction, or renovation are outstanding.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 911 (H.B. 167), Sec. 1, eff. June 18, 2005.

Acts 2015, 84th Leg., R.S., Ch. 874 (H.B. 3186), Sec. 2, eff. June 18, 2015.

Acts 2021, 87th Leg., R.S., Ch. 661 (H.B. 1554), Sec. 1, eff. June 15, 2021.

Sec. 377.073. BONDS AND OTHER OBLIGATIONS. (a) A district may issue bonds, including revenue bonds and refunding bonds, or other obligations to pay the costs of a development project.

(b) The bonds or other obligations and the proceedings authorizing the bonds or other obligations shall be submitted to the attorney general for review and approval as required by Chapter 1202, Government Code.

(c) The bonds or other obligations must be payable from and secured by the revenues of the district.

(d) The bonds or other obligations may mature serially or otherwise not more than 30 years from their date of issuance.

(e) The bonds or other obligations are not a debt of and do not create a claim for payment against the revenue or property of the district other than a development project for which the bonds are issued.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 1420, Sec. 8.339, eff. Sept. 1, 2001.

Sec. 377.074. PUBLIC PURPOSE OF PROJECT. (a) The legislature finds for all constitutional and statutory purposes that a development project is owned, used, and held for public purposes by the district.

(b) Section 25.07(a), Tax Code, does not apply to a leasehold or other possessory interest granted by the district while the district owns

the development project.

(c) The development project is exempt from taxation under Section 11.11, Tax Code, while the district owns the project.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

SUBCHAPTER E. SALES AND USE TAX

Sec. 377.101. SALES AND USE TAX. (a) A district by order may impose a sales and use tax under this subchapter.

(b) A district may impose a tax under this subchapter only if the tax is approved at an election held under Section 377.021.

(c) A district may not adopt a sales and use tax under this subchapter if the adoption of the tax under this subchapter would result in a combined tax rate of all local sales and use taxes of more than two percent in any location in the district.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Sec. 377.102. TAX CODE APPLICABLE. (a) Chapter 323, Tax Code, governs the imposition, computation, administration, collection, and remittance of a tax authorized under this subchapter except as inconsistent with this subchapter.

(b) Section 323.101(b), Tax Code, does not apply to the tax authorized by this subchapter.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Sec. 377.103. TAX RATE. The rate of a tax adopted under this subchapter must be one-eighth, one-fourth, three-eighths, or one-half of one percent.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Sec. 377.104. REPEAL OR RATE CHANGE. (a) A district that has adopted a sales and use tax under this subchapter may by order and subject to Section 377.101(c), change the rate of the tax or repeal the tax if the change or repeal is approved by a majority of the registered voters of that district voting at an election called and held for that purpose.

(b) The tax may be changed under Subsection (a) in one or more increments of one-eighth of one percent to a maximum of one-half of one

percent.

(c) The ballot for an election to change the tax shall be printed to permit voting for or against the proposition: "The adoption of a sales and use tax at the rate of _____ of one percent (insert one-fourth, three-eighths, or one-half, as appropriate)."

(d) The ballot for the election to repeal the tax shall be printed to permit voting for or against the proposition: "The repeal of the sales and use tax for financing development projects in the _____ Municipal Development District (insert name of district)."

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Sec. 377.105. IMPOSITION OF TAX. (a) If the district adopts the tax, a tax is imposed on the receipts from the sale at retail of taxable items in the district at the rate approved at the election.

(b) There is also imposed an excise tax on the use, storage, or other consumption in the district of tangible personal property purchased, leased, or rented from a retailer during the period that the tax is effective in the district. The rate of the excise tax is the same as the rate of the sales tax portion of the tax and is applied to the sale price of the tangible personal property.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Sec. 377.106. EFFECTIVE DATE OF TAX. Except as provided by Section 377.107, the adoption of the tax, the change of the tax rate, or the repeal of the tax takes effect on the first day of the first calendar quarter occurring after the expiration of the first complete quarter occurring after the date on which the comptroller receives a notice of the results of the election adopting, changing, or repealing the tax.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Sec. 377.107. COLLECTION OF TAX TO PAY BONDS OR OTHER OBLIGATIONS.

(a) If the district votes to repeal the sales and use tax under Section 377.104, and the district had issued bonds or incurred other obligations secured by the tax before the date of the election, the district shall continue to collect the tax until the bonds or other obligations are paid.

(b) The district shall immediately notify the comptroller when the bonds or other obligations have been paid.

(c) The repeal of the tax takes effect on the first day of the first calendar quarter occurring after the expiration of the first complete quarter occurring after the date on which the comptroller receives the notice under Subsection (b).

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.

Sec. 377.108. DEPOSIT OF TAX REVENUES. Revenue from the tax imposed under this subchapter shall be deposited in the development project fund of the district imposing the tax.

Added by Acts 1997, 75th Leg., ch. 529, Sec. 1, eff. Sept. 1, 1997.



Glenn Hegar
Texas Comptroller of Public Accounts

\$ Economy

Economic Development

Type A and B Economic Development Corporations Overview

The Development Corporation Act of 1979 gives cities the ability to finance new and expanded business enterprises in their local communities through economic development corporations (EDCs). Chapters 501, 504 and 505 of the Local Government Code outline the characteristics of Type A and Type B EDCs, authorize cities to adopt a sales tax to fund the corporations and define projects EDCs are allowed to undertake.

Type A EDCs — Developing Industries



Type A EDCs are typically created to fund industrial development projects such as business infrastructure, manufacturing and research and development. Type A EDCs can also fund military base realignment, job training classes and public transportation. More details »

[\[comptroller.texas.gov/economy/local/type-ab/type-a.php/\]](https://comptroller.texas.gov/economy/local/type-ab/type-a.php/)

Type B EDCs — Developing Industries & Cultivating Communities



Type B EDCs can fund all projects eligible for Type A, as well as parks, museums, sports facilities and affordable housing. However, Type B EDCs are subject to more administrative restrictions than Type A. More details » [\[comptroller.texas.gov/economy/local/type-ab/type-b.php/\]](https://comptroller.texas.gov/economy/local/type-ab/type-b.php/)

Allowable Costs

There are some limitations on how sales tax revenues can be used to fund a project. Eligible expenditures include:

- acquisition of land;
- machinery and equipment;
- construction costs;
- planning and professional services related to the project;
- financial transactions and reserve funds; and
- administrative and other necessary expenditures.

Primary Jobs Requirement

The main requirement is that the businesses bring new money into the community. In 2003, the Legislature voted to require that certain projects create or retain primary jobs. A primary job is one at a company that exports a majority of its products or services to markets outside the local region, infusing new dollars into the local economy. Primary jobs are further limited to specific industry sectors such as agriculture, mining, manufacturing and scientific research and development. Those industry limitations can be found in Local Government Code, Chapter 501.

Performance Agreements

EDCs cannot simply give sales tax proceeds to businesses. An EDC must enter into a written performance agreement with any business enterprise that it funds directly or makes expenditures that benefit an eligible project. At a minimum, the performance agreement must contain:

- a schedule of additional payroll or jobs to be created or retained;
- the capital investment to be made by the business enterprise; and
- the terms for repayment of the EDC's investment if the business fails to meet the performance requirements specified in the agreement.

Special Provisions for Border Communities

Development corporations created by cities located within 25 miles of the Texas-Mexico border may fund airport facilities if the city has a population of less than 50,000 or an average unemployment rate that is greater than the state average rate during the 12 months prior to the project's approval. In addition to airports, Type A and Type B corporations located in Hidalgo County may fund ports and sewer or solid waste disposal facilities required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises.

Disclaimer

This information should not be construed as, and is not a substitute for, legal advice.

Cities are urged to consult the Attorney General's Economic Development Handbook and their own legal counsel for any questions or interpretations of economic development laws.

\$ Economy

Economic Development

Eligible Type A Projects Developing Industries



How Type A Sales Tax Revenue Can Be Used

The Type A sales tax is primarily intended for manufacturing and industrial development. EDCs may use Type A revenue to fund land, buildings, equipment, facilities expenditures, targeted infrastructure and improvements for projects including:

- manufacturing and industrial facilities, recycling facilities, distribution centers, and small warehouse facilities;
- research and development facilities, regional or national corporate headquarters facilities, primary job training facilities operated by higher education institutions, job training classes, telephone call centers and career centers not located within a junior college taxing district;
- certain infrastructure improvements that promote or develop new or expanded business enterprises;
- aviation facilities;
- commuter rail, light rail or commuter bus operations;
- port-related facilities, railports, rail switching facilities, marine ports, inland ports; and
- maintenance and operating costs associated with projects.

With voter approval, Type A EDCs may fund projects eligible under Type B without paying the Type A tax and impose the Type B tax. In this situation, a Type A EDC must publish notice of its intent to fund a Type B project, hold at least one public hearing and conduct a special election.

Type A EDCs also may seek voter approval to spend Type A sales tax funds to clean up contaminated property.

A Type A corporation cannot assume, or pay principal or interest on, debts that existed before voters agreed to establish the EDC.

Disclaimer

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Cities are urged to consult the Attorney General's Economic Development Handbook and their own legal counsel for any questions or interpretations of economic development laws.



Glenn Hegar
Texas Comptroller of Public Accounts

\$ Economy

Economic Development

Eligible Type B Projects Developing Industries and Cultivating Communities



How Type B Sales Tax Revenue Can Be Used

The Type B sales tax may be used for any project eligible under Type A rules and several other project types, including quality of life improvements. Type B corporations may pay for land, buildings, equipment, facilities, targeted infrastructure and improvements for:

- professional and amateur sports and athletic facilities, tourism and entertainment facilities, convention facilities and public parks;
- related store, restaurant, concession, parking and transportation facilities;
- related street, water and sewer facilities; and
- affordable housing.

To promote and develop new and expanded business enterprises that create or retain primary jobs, a Type B EDC may fund:

- public safety facilities;
- recycling facilities;
- streets, roads, drainage and related improvements;

- demolition of existing structures;
- general municipally owned improvements; and
- maintenance and operating costs associated with projects.

Type B EDCs also may seek voter approval to spend Type B sales tax funds for a water supply, water conservation program or cleanup of contaminated property.

Exceptions for Small Cities and Landlocked Communities

Type B EDCs created by cities with a population of 20,000 or less and those classified as landlocked communities may use sales tax proceeds to fund projects that promote new or expanded business development that do not create or retain primary jobs. A landlocked community must be located in either Harris or Dallas counties and have less than 100 acres within its city limits and extraterritorial jurisdiction zoned for manufacturing or industrial facilities.

Disclaimer

This information should not be construed as, and is not a substitute for, legal advice.

Cities are urged to consult the Attorney General's Economic Development Handbook and their own legal counsel for any questions or interpretations of economic development laws.



20070925001331830 09/26/2007 04 16 27 PM RL 1/31

RESOLUTION NO. 2007- 170
(Bedell Tract Development Agreement with Warner Group)

RECEIVED
SEP 28 2007
CITY OF PARKER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PARKER, BEDELL FAMILY LIMITED PARTNERSHIP, LEWIS BEND PARTNERS, LTD. AND WARNER GROUP. AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to protect the health, safety and welfare of its citizens, and

WHEREAS, the parker city council deems it in the best interest of the city of parker to enter into a development agreement with Bedell Family Limited Partnership, Lewis Bend Partners, LTD and Warner Group.

WHEREAS, The Parker City Council has been presented with a Development Agreement, entitled "Exhibit A" and incorporated herein by reference (hereinafter called the "Agreement"); and

WHEREAS, the Parker City Council finds that the terms and conditions thereof are in the best interests of the City and should be approved;

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 are approved, pursuant to the Texas Local Government code chapters 212 and 380, and all other relevant law.

SECTION 2. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

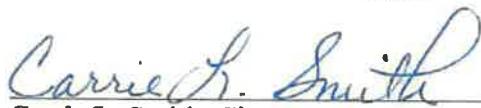
SECTION 3. The City Council approves this Agreement subject to the provision for Indemnification being strictly limited by the Constitution of the State of Texas with respect to the creation of a debt. The City of Parker does not undertake to indemnify the City to the extent the provision is unlawful, nor does the City commit to providing a fund, or funding, for such indemnification.

SECTION 4. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Professional Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of the Resolution and the agreement left standing.

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 21st day of August 2007.



ATTEST:



Carrie L. Smith, City Secretary

APPROVED:



Jerry Tartaglino, Mayor

Approved to Form:

James E. Shepherd, City Attorney

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is executed this 11th day of September, 2007, by and among the CITY OF PARKER, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "City"), BEDELL FAMILY LIMITED PARTNERSHIP, a Texas limited partnership ("Bedell"), LEWIS BEND PARTNERS, LTD., a Texas limited partnership and WARNER CAPITAL, LLC, a Texas limited liability company (collectively, "Developer").

I RECITALS

- A. Developer owns certain land (Tract 4) and is the prospective purchaser of certain other land (Tracts 1, 2, 3 and 5) (the "Property") located in the extraterritorial jurisdiction ("ETJ") of the City of Parker, Collin County, Texas. The proposed development of the Property (the "Development") is more fully described in Exhibit "A" attached hereto and depicted on the conceptual plan attached as Exhibit "B" hereto.
- B. Bedell is the record owner of Tracts 1, 2, 3 and 5 shown on the conceptual plan attached as Exhibit "B" ("Bedell's Tracts").
- C. The Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement.
- D. The Parties intend that the Property will continue to exist within the City's ETJ and be immune from annexation by the City to the extent provided by law and by this Agreement.
- E. The Parties desire that the Property be developed into a quality development and agree that securing the financing for the development of the Property requires an agreement providing for long-term certainty in regulatory requirements and development standards regarding the Property.
- F. The Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement.
- G. The Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Sections 212.172 and 380 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

II ANNEXATION AND DEVELOPMENT

1. ***Agreement Not to Annex.*** The City agrees to not annex any portion of the Property until it receives a petition for annexation from Bedell or Developer as described in Paragraph 5 below. Bedell and/or Developer agree to file a petition for annexation for each tract of the Property as described in Paragraph 5 below.

2. ***Development Plan.*** Development of the Property shall be in accordance with the conceptual plan of development, which is incorporated herein by reference and attached hereto as Exhibit B (as the same may be modified from time to time by written agreement of the Developer and the City, the "Development Plan"). All development applications shall substantially comply with the Development Plan. Developer may make minor revisions to the Development Plan so long as the total number of single-family lots does not exceed 315. A development application (e.g. a preliminary plat application) must be filed with and approved by the City prior to development.

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

- a. All regulations pertaining to the development of the Property set forth in this Agreement and all exhibits hereto (including the Development Plan);
- b. The City's current subdivision ordinance; and
- c. The special regulations set forth on Exhibit "C" ("Special Regulations").

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

5. ***Annexation and Zoning.*** Unless mutually agreed to by the parties, the annexation of any portion of the Property, should it occur, shall be undertaken only in accordance with a petition submitted by Bedell or Developer. The petition to annex Tract 4 must be submitted by Developer within ten (10) business days after North Texas Municipal Water District ("NTMWD") approval for the City to provide sanitary sewer service to the Property. Executed deed restriction instruments applying the Special Regulations to the Property must be tendered to the City with the petition to annex Tract 4. Petitions for the other tracts must be submitted for each phase of the Development within ten (10) business days after the final approval of a preliminary plat for said phase. Failure to file the annexation petition within ten (10) days after final approval of the preliminary plat shall void the approved preliminary plat. Upon such annexation, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the Property that it otherwise enjoys under the law to enforce development regulations within the City limits. Following annexation, the Parties contemplate that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations, and the City agrees, to the maximum extent permitted by law, to zone the Property to a district that is consistent with the Governing Regulations. The City may, in the event it does not have a zoning district compatible with the

Governing Regulations (e.g. "Retail"), annex the area, and not zone the area, relying instead on the enforcement of the Agreement and applicable deed restrictions. Regardless of the zoning of the Property after annexation, nothing herein shall be construed to prevent the Property from being developed in accordance with this Agreement. If the Property is zoned as contemplated by the Parties, the zoning shall be consistent with the Governing Regulations. Following annexation and zoning of any portion of the Property, any development of the annexed land shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Developer may, at its option, choose to develop in accordance with such zoning. No construction or development may take place on the Property which does not conform to this Agreement and the Governing Regulations without written agreement by the Developer, Bedell (if still the owner of the Property), and City.

2.0 WATER SYSTEM

2.1 Certificate of Convenience and Necessity ("CCN") – The City is the holder of a water CCN that includes the Property.

2.2 Water Service – The City hereby represents that sufficient water capacity and pressures shall be available to serve the Development on the same basis as other properties within the same service area as the development (Parker Lake Estates).

2.3 Master Plan – Proposed new major water infrastructure needed for the Development will be included on the City's Water System Master Plan. Water line improvements connecting the Property to the City's existing water line terminus ("Off-site Water Line") shall be constructed by Developer.

2.4 Cost-Sharing – The estimated engineering and construction costs for the Off-site Water Line is \$87,400.00. Developer will be reimbursed for all of its actual costs for engineering and constructing the Off-site Water Line in accordance with Section 5; provided however, no reimbursement shall be made without the prior written approval of the City for the plans of construction and the contract price, which approval shall not unreasonably be withheld.

3.0 SANITARY SEWER

3.1 Sewer Service – The City agrees to use best efforts to enter into an agreement with NTMWD assuring sanitary sewer service will be provided to the Property. If NTMWD does not provide this assurance by October 15, 2007, this Development Agreement shall be deemed null and void and of no force or effect. The City hereby represents that sufficient sanitary sewer capacity and pressures shall be available to serve the Development on the same basis as other properties within the same service area as the development (Parker Lake Estates), subject to the Developer's plans for the construction being sufficiently engineered and installed to not burden the operation of the sewer system.

3.2 Sanitary Sewer Expansion and Extension – Developer will install a new lift station, force mains and gravity relief mains and connections necessary for providing sanitary

sewer service to the Property as well as providing relief to Parker Lake Estates Phase 3A and 3B ("Sanitary Sewer Expansion").

3.3 Master Plan – The proposed Sanitary Sewer Expansion will be included on the City's Wastewater System Master Plan.

3.4 Cost-Sharing – The estimated engineering and construction costs for the Sanitary Sewer Expansion is \$492,800.00. Developer will be reimbursed for all of its actual costs for engineering and constructing the Sanitary Sewer Expansion in accordance with Section 5; provided however, no reimbursement shall be made without the prior written approval of the City for the plans of construction and the contract price, which approval shall not unreasonably be withheld.

4.0 ROADWAY SYSTEM

4.1 Lewis Lane – Developer will dedicate right of way and, unless installed by the County, improve Lewis Lane with a 2 inch asphalt overlay on the sections of Lewis Lane adjacent to the Property.

4.2 Lucas Road – Developer will dedicate right of way at the time of platting but will not be required to improve Lucas Road.

4.3 Interior Roadway Construction – On all interior roads in the subdivision, the City will allow Developer to dedicate 50 foot wide rights of way. The Developer shall dedicate drainage and utility easements if needed. If these easements are needed, then the width of these easements shall be no less than five feet (5') on each side of the right-of-way.

4.4 Cost-Sharing – The estimated engineering and construction costs for Lewis Lane are \$109,000.00. Developer will be reimbursed for its actual costs for engineering and constructing Lewis Lane in accordance with Section 5; provided however, no reimbursement shall be made without the prior written approval of the City for the plans of construction and the contract price, which approval shall not unreasonably be withheld. The parties agree and acknowledge that it is anticipated that Collin County will improve Lewis Lane without the participation of the Developer or the City.

5.0 GENERAL

5.1 Reimbursement of Offsite Costs – The City agrees to reimburse Developer for its actual and approved costs for engineering and constructing the Sanitary Sewer Expansion, Lewis Lane and Off-site Water Line from City fees collected within the Development until full reimbursement at the rate of the actual cost of city fees and permits (including construction, water meter and sewer fees), not to exceed reimbursement of \$7,000 per lot. Pro rata fees, if any, and abatement of Developer's platting and subdivision inspection fees shall also be credited against the Reimbursement Costs. All fees shall be charged to the party requesting the permit, and upon payment to the City, such payment shall be paid to the Developer on a quarterly basis. The City may specifically waive fees paid by the Developer and receive credit against the

Reimbursement Costs. The City and the Developer shall each maintain records of the costs and the credits taken against the costs.

The City shall collect prorata payments at the time any other developers of land not developed by Developer "tie in" to the Sanitary Sewer Expansion or Off-site Water Line and shall pay these collected amounts to Developer until full reimbursement of Developer costs.

5.2 Reimbursement Caps- Pursuant to Sections 2.4, 3.4 and 4.4, no reimbursements shall be made without prior City approval of the construction plans and contract price as described in those sections. The maximum reimbursement levels to the Developer are as follows: (a) Water System - \$87,400.00; (b) Sanitary Sewer - \$492,800.00; and (c) Lewis Lane - \$109,000.00.

6.0 GENERAL

6.1 Inspection and Platting Fee Abatement – The City shall waive all platting and subdivision inspection permit fees associated with development of the Property by Developer until full reimbursement of the Sanitary Sewer Expansion, Lewis Lane and Off-site Water Line costs. All waived fees shall be credited against the approved Reimbursement Costs.

6.2 Condemnation – Developer shall be initially responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which the City determines are necessary for the construction or operation of off-site infrastructure. The City agrees to secure right-of-ways or easements required for infrastructure (including franchise utilities) to serve the Development once Developer has exhausted all reasonable efforts to secure such rights-of-way or easements. The Developer shall share pro rata in the costs of off-site rights-of-way or easement acquisitions.

6.3 Early Plat Recording – Developer may record a final plat before the final public improvements are completed and accepted provided a performance bond or surety bond approved by the City is in place. The bond may be submitted for City approval, with the Developer's estimates of each unfinished item and its cost of completion (plus 20% contingency) upon completion of the roads, drainage ways, water and sewer lines. The bond shall include funds for the restoration and repair, if needed, of the drainage (bar) ditches as a result of any damage to the ditches caused by builder activity or utility construction.

6.4 Notice – Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed when actually received. Such notice shall be given to the parties hereto at the address set forth below. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to Owner:

Bedell Family Limited Partnership
c/o Jerry Bedell
2205 W. Lucas Road
Allen, Texas 75002

with a copy to:

John T. Helm, Esq.
P.O. Box 121
Allen, Texas 75013

If Notice to Developer:

Steve Sallman
4925 Greenville Avenue
Suite 1020
Dallas, Texas 75206

with a copy to:

Arthur J. Anderson
Winstead PC
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270-2199

If Notice to Parker:

City Administrator
City of Parker
5700 East Parker Road
Parker, Texas 75002

with a copy to:

James E. Shepherd
City Attorney
c/o The Shepherd Law Firm
1901 North Central Expressway
Suite 200
Richardson, TX 75080-3558

6.5 **Defaults.**

a. If a party is in default under this Agreement, the nondefaulting party must notify all parties in writing of an alleged failure by the defaulting party to comply with a provision of this Agreement, which notice must specify the alleged failure with reasonable particularity. The alleged defaulting party must, within 30 days after receipt of such notice or such longer period of time as may be specified in such notice, either cure such alleged failure or, in a written response, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. Bedell shall have the right, but not the duty, to cure an alleged default by the Developer.

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

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

d. If the nondefaulting party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured in a manner and in accordance with a scheduling reasonably satisfactory to the nondefaulting party, then the nondefaulting party may proceed to mediation.

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

f. In the event of a determination that the defaulting party has committed a material breach of this Agreement that is not resolved in mediation, the nondefaulting party may file suit in a court of competent jurisdiction in Collin County, Texas, and seek any relief available at law or in equity. Construction or development of the Property not in compliance with this Agreement is a material breach of this Agreement. Construction or development in accordance with all material requirements of a City-approved development application shall be presumed to be in compliance with this Agreement.

6.6 Miscellaneous:

- a. Assignment of Agreement. Any assignment of this Agreement to an unaffiliated or unrelated entity of Developer requires approval of City and Bedell, which approval shall not unreasonably be withheld. A related or unrelated assignee under this subsection shall be subject to all of the Developer's obligations as set forth in this Agreement.
- b. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.
- c. Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- d. Authority. Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.
- e. Construction. All construction associated with the Development will be in accordance with applicable ordinances, regulations, development standards and standard details of the City in effect on the effective date of this Agreement.
- f. Entire Agreement and Amendments. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to this Agreement.
- g. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration as to the Developer and Bedell, and the sufficiency of which is forever confessed; and pursuant to § 212.172 of the TEX. LOC. GOV'T CODE as to the City.

- h. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.
- i. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- j. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- k. Time is of the Essence. Time is of the essence in this Agreement.
- l. Reservation of Rights and Claims. This Agreement constitutes a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.
- m. Recordation, Releases, and Estoppel.
 - (i) Recordation. Pursuant to the requirements of Section 212.172(c)(4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of Collin County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property ("Successors"); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term "end-buyer" means any owner, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term "land use and development regulations that apply to specific lots" mean the Governing Regulations applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).
 - (ii) Releases. From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute, in recordable form, a release of this Agreement if the requirements of subsection (a) above have been satisfied (subject to the continued applicability of the applicable regulations in accordance with this Agreement). In addition, the City Administrator shall have the authority (but not the obligation) from time to time, to execute further releases of this Agreement with respect to specific tracts of land within the

Property, if, in the sole discretion of the City Administrator, such releases are in the best interest of the City.

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

- n. Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.
- o. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.
- p. Authority. The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

6.7 Governmental Powers; Waivers of Immunity – By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

- a. The City waives its governmental immunity from suit and immunity from liability solely as to any action brought by a party to pursue the remedies available under this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than a party to this Agreement.
- b. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

6.8 Effective Date - The effective date of this Development Agreement shall be the date on which this Agreement is approved by the City Council of the City.

EXECUTED as of the date first above written.

**BEDELL FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership**

By: **Bedell Investments, Inc.,**
Its: **Managing Partner**

By: Walter G. Bedell
Walter G. Bedell

Its: **President**

Date: 9- 4- 07

LEWIS BEND PARTNERS, LTD.,

a Texas limited partnership

By: **Warner Land Advisors, L.P.,**
a Texas limited partnership,
Its: **General Partner**

By: **Warner Capital, L.L.C.,**

A Texas limited liability company,

General Partner

By: Stephen L. Sallman, mgr.

Stephen L. Sallman

Its: Manager

Date: 9/6/07

WARNER CAPITAL, LLC,
a Texas limited liability company

By: Stephen L. Sallman, mgr.
Stephen L. Sallman
Its: President Manager

Date: 9/6/07



CITY OF PARKER, TEXAS

By:

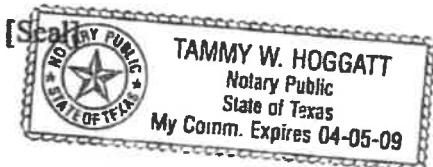
Jerry Tartaglino
Jerry Tartaglino, Mayor

Date:

September 11, 2007

STATE OF TEXAS)
COUNTY OF Collin)

This instrument was acknowledged before me on the 4th day of September, 2007, by **WALTER G. BEDELL**, President of Bedell Investments, Inc., Managing Partner of Bedell Family Limited Partnership, a Texas limited partnership.



Tammy W. Hoggatt
Notary Public—State of Texas

STATE OF TEXAS)
COUNTY OF Dallas)

This instrument was acknowledged before me on the 10th day of September, 2007, by **STEPHEN L. SALLMAN**, Manager of Warner Capital, L.L.C., a Texas limited liability company, General Partner of Warner Land Advisors, L.P., a Texas limited partnership, General Partner of Lewis Bend Partners, Ltd., a Texas limited partnership.

[Seal]

Tamara J. Miguez
Notary Public—State of Texas



STATE OF TEXAS)
COUNTY OF Dallas)

This instrument was acknowledged before me on the 10th day of September, 2007, by **STEPHEN L. SALLMAN**, President of Warner Capital, L.L.C., a Texas limited liability company.

[Seal]

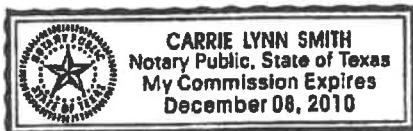
Tamara J. Miguez
Notary Public—State of Texas



STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 1st day of September, 2007,
by **JERRY TARTAGLINO**, Mayor of the City of Parker, Texas.

[Seal]



Carrie L. Smith
Notary Public—State of Texas

EXHIBIT "A"

Legal Description

EXHIBIT "A"

TRACT 1, 2, 3 & 5

BEING a tract of land situated in the ANN HURT SURVEY, ABSTRACT NO. 428 and the A.J. TUCKER SURVEY, ABSTRACT NO. 910, in Collin County, Texas, and being all of a called 356 acre tract of land described as Tract 1 in a deed from Irene H. Bedell to Bedell Family Limited Partnership recorded in Volume 4670, Page 1295 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at a re-entrant corner in the West line of said 356 acre tract, said point also being the Northeast corner of Parker Lake Estates, Phase 3-A, an addition to Collin County according to the plat thereof recorded in Cabinet N, Page 806 of the Plat Records of Collin County, Texas;

THENCE along the westerly boundary of said 356 acre tract the following:

North 89 degrees 58 minutes 08 seconds West, along the North line of said Parker Lake Estates, Phase 3-A, a distance of 538.99 feet to a 1/2-inch iron rod set in concrete found for the Southeast corner of Parker Lake Estates, Phase 1, an addition to Collin County according to the plat thereof recorded in Cabinet M, Page 202 of the Plat Records of Collin County, Texas;

North 00 degrees 23 minutes 37 seconds West, along the East lines of said Parker Lake Estates, Phase 1, and Parker Lake Estates, Phase 2, an addition to Collin County, Texas, according to the plat thereof recorded in Cabinet N, Page 808 of said Plat Records, a distance of 1,652.66 feet to a 1/2-inch iron rod found for corner;

North 89 degrees 17 minutes 03 seconds East, continuing along the easterly boundary of said Parker Lake Estates, Phase 2, a distance of 538.43 feet to a 2-inch iron pipe found for corner;

North 00 degrees 18 minutes 01 second West, along the most northerly East line of said Parker Lake Estates, Phase 2, a distance of 1,193.20 feet to a P.K. nail set in the approximate centerline of W Lucas Road (C.R. 263 - undedicated public road);

THENCE South 89 degrees 49 minutes 08 seconds East, along the approximate center line of said W. Lucas Road, a distance of 2,970.00 feet to a P.K. nail set for the Northeast corner of said 356 acre tract;

THENCE South 00 degrees 08 minutes 59 seconds East, a distance of 2,303.71 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89 degrees 51 minutes 01 second West, a distance of 495.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00 degrees 08 minutes 59 seconds East, a distance of 363.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 89 degrees 51 minutes 01 second East, a distance of 165.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

EXHIBIT "A"- CONTINUED

THENCE South 00 degrees 37 minutes 59 seconds East, a distance of 2,617.79 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set on the North line of a called 13.75 acre tract of land described as Tract F in a deed to Young Dean Homestead, Ltd., recorded in Volume 5167, Page 3443 of said Deed Records,

THENCE South 89 degrees 33 minutes 57 seconds West, along the North line of said Tract F and the North line of a called 49.35 acre tract of land described as Tract C in said Young Dean deed, a distance of 2,640.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set on the East line of Parker Lake Estates, Phase 3-B, an addition to Collin County according to the plat thereof recorded in Cabinet P, Page 936 of said Plat Records,

THENCE North 00 degrees 24 minutes 46 seconds West, along the East lines of said Parker Lake Estates, Phase 3-B, and Parker Lake Estates, Phase 2, a distance of 2,461.83 feet to the POINT OF BEGINNING and containing 15,561,230 square feet, or 357.237 acres of land, more or less.

AND

BEING a tract of land situated in the ANN HURT SURVEY, ABSTRACT NO. 428, in Collin County, Texas, and being all of a called 1 acre tract described as Tract 2 in a deed from Irene H. Bedell to Bedell Family Limited Partnership recorded in Volume 4670, Page 1295 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found at a re-entrant corner in the west line of a called 356 acre tract described as Tract 1 in said Bedell deed, said point also being the northeast corner of Parker Lake Estates, Phase 3-A, an addition to Collin County according to the plat thereof recorded in Cabinet N, Page 806 of the Plat Records of Collin County, Texas; thence South 00 degrees 24 minutes 46 seconds East, along the east line of said Parker Lake Estates, Phase 3-A, and the east line of Parker Lake Estates 3-B, an addition to Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 936 of said Plat Records, a distance of 2475.00 feet to the northwest corner of a called 49.35 acre tract of land described as Tract C in a deed to Young Dean Homestead, Ltd., recorded in Volume 5167, Page 3443 of said Deed Records; thence North 89 degrees 22 minutes 41 seconds East, along the north line of said 49.35 acre tract and the north line of a called 13.75 acre tract of land described as Tract F in said Young Dean deed, a distance of 2640. Feet; thence North 00 degrees 45 minutes 08 seconds West, a distance of 2616.07 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for the southeast corner of said Tract 2 and the POINT OF BEGINNING;

THENCE South 89 degrees 51 minutes 01 second West, a distance of 165.00 feet to 5/8-inch rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00 degrees 08 minutes 59 seconds West, a distance of 363.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 89 degrees 51 minutes 01 seconds East, a distance of 161.94 feet to a 5/8-inch rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE South 00 degrees 37 minutes 59 seconds East, a distance of 363.01 feet to the POINT OF BEGINNING and containing 56,339 square feet, or 1.362 acres of land, more or less.

EXHIBIT "A" - CONTINUED

TRACT 4

4856sur

BEING a tract of land situated in the Ann S. Hurt Survey, Abstract no. 428, City Of Parker, Collin County, Texas, the subject tract being a portion of that tract of land conveyed to Rudine C. Newman, Trustee, or her successors in trust, of the NEWMAN LIVING TRUST, according to the Warranty Deed recorded in County Clerk file number 2004-0003770 of the Land Records of Collin County, Texas (LRCCT), the subject tract further being all of that one acre tract conveyed to John Braley and wife, Christine Newman Braley and described as TRACT NO. 1 according to the deed recorded in Volume 639, Page 436 (LRCCT), the subject tract being more particularly described as follows;

BEGINNING at the southwest corner of said Newman Living Trust tract and the southeast corner of a tract of land conveyed to the Bedell Family Limited Partnership, according to the Warranty Deed recorded in County Clerk file number 2000-0050958 (LRCCT), said Beginning point further being on the south line of said Ann S. Hurt Survey and near an ell curve of Lewis Lane, a public Right-of-Way with no dedication found, a 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. set at corner, from which a 1/2" iron pin with a cap stamped Petitt #4087 found bears S 88° 42' 14" W, a distance of 7.78 feet and a power pole bears S 65° 58' 51" E – 39.70 feet;

THENCE, North, along the west line of said Newman Living Trust tract and the east line of said Bedell Family Limited Partnership tract, and easterly of the asphalt pavement in said Lewis Lane, a distance of 1458.18 feet to a point on the south line of that 1.00 acre tract of land conveyed to Rodney S. Warne and Betsy L. Warne according to the General Warranty Deed recorded on County Clerk file number 2001-0102937 (LRCCT), 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. set at corner;

THENCE, N 89° 57' 48" E, along the south line of said Rodney S. Warne and Betsy L. Warne tract, and a north line of said NEWMAN LIVING TRUST tract, passing over a 1/2" iron pin with a cap stamped "Gere 4117" at a distance of 10.64 feet, passing another 1/2" iron pin with a cap stamped "Gere 4117" at a distance of 189.34 feet, and continuing to make a total distance of 397.99 feet to a 1/2" iron pin with a cap stamped "Gere 4117" found at corner;

THENCE, N 00° 46' 29" W, a distance of 208.66 feet to a point on the north line of said Newman Living Trust tract and the south line of a tract of land conveyed to John P. Taddiken and Mary B. Taddiken according to the Warranty Deed recorded in County Clerk file number 2002-0092125 (LRCCT), 1/2" iron pin with a cap stamped "Gere 4117" found at corner, from which the southwest corner of the said John P. Taddiken tract bears S 89° 56' 34" W – 372.38 feet;

THENCE, N 89° 56' 34" E, along said Newman Living Trust tract north line and the John P. Taddiken tract south line, a distance of 613.21 feet to the most easterly corner of said John P. Taddiken tract and an angle point of the Amended Final Plat of Estates of

EXHIBIT "A" - CONTINUED

Austin Trail Phase 1, an addition to the City Of Lucas recorded in Cabinet N, Page 709 (LRCCT), a 5/8" iron pin with a cap stamped "Bury + Partners" found at corner;

THENCE, S 89° 49' 12" E, continuing along said Newman Living Trust tract north line and along a south addition line of said Amended Final Plat of Estates of Austin Trail Phase 1, and south addition line of Lots 14R & 15R of Block D of Estates At Austin Trail Phase 1, an addition to the City Of Lucas recorded in Cabinet P, Page 192 (LRCCT), a distance of 311.63 feet to a 5/8" iron pin found at corner;

THENCE, South, along the east line of said Newman Living Trust tract, and continuing along a westerly line of said Amended Final Plat of Estates of Austin Trail Phase 1, and a westerly line of Lots 14R & 15R of Block D of Estates At Austin Trail Phase 1 part of the way, then along the westerly line of a tract of land conveyed to Joseph C. Juarez and wife, Diane Juarez according to the Warranty Deed recorded in County Clerk file number 2002-0108933, passing at 208.90 feet, a 5/8" iron pin with a cap stamped "Bury + Partners" found, passing 0.41 west of a 5/8" iron pin found at 1035.01 feet and continuing to make a distance of 1666.71 feet to the southeast corner of said Newman Living Trust tract, a 5/8" iron pin found at corner, from which one 60d-nail found bears S 87° 43' 10" E-112.82 feet and another 60d-nail found bears S 87° 44' 54" E - 120.17 feet;

THENCE, West, along the south line of said Newman Living Trust tract and a south line of a tract of land conveyed to the previously mentioned John Braley and wife Christine Newman Braley, said line further being on the north line of a tract of land owned by John L. Morrison according to the Last Will And Testament recorded in Volume 761, Page 57 (LRCCT) and on the north line of a 13.75 acre described tract of land conveyed to Young Dean Homestead Ltd. according to the Warranty Deed recorded on County Clerk file number 2002-0068655 (LRCCT), passing 1.42 feet south of a 1/2" iron pin with a yellow cap (stamp not legible) at a distance of 777.34 feet and continuing to make a total distance of 1320.00 feet to the Place Of Beginning with the subject tract containing 2,117,986 Square Feet or 48.6223 Acres of Land.

EXHIBIT "B"

Conceptual Plan

Lines Crossing

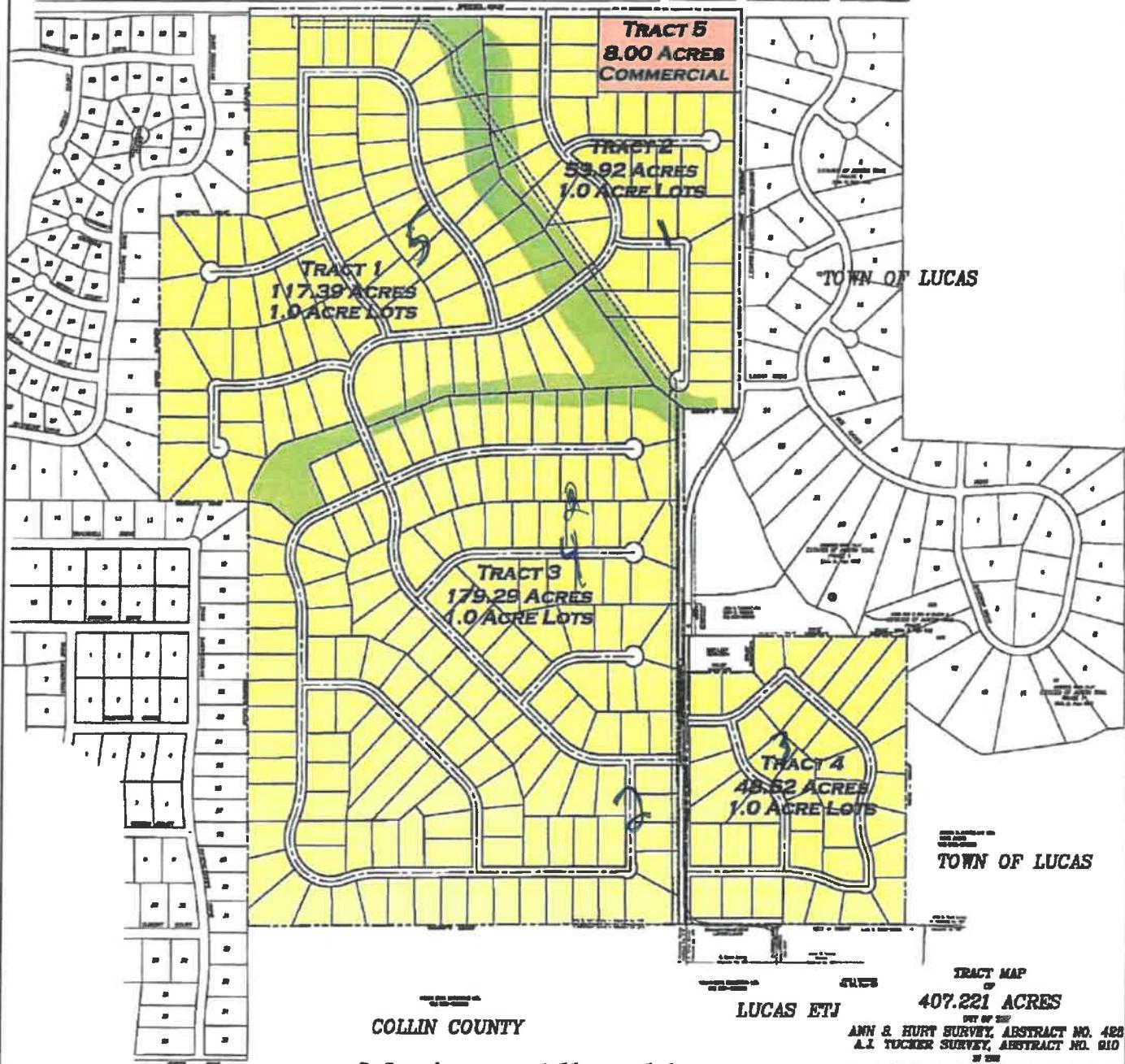
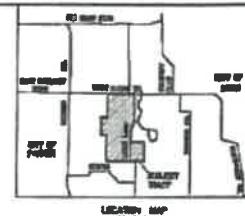
Concept Plan



300 150 0 300 600
SCALE: 1" = 300'

TOWN OF LUCAS

WEST LUCAS ROAD



Maximum Allowable
Single Family Lots: 315

EXHIBIT "C"

Special Regulations

- 8 Acre "Commercial" Tract 5
 - Allowable Uses
 - Antique Shop
 - Art Gallery
 - Bakery
 - Bank or financial institution
 - Barber or beauty salon
 - Book, card or stationary store
 - Camera and photographic supply shop
 - Catering service
 - Church
 - Clothing or apparel store
 - Coffee Shop
 - Construction field office
 - Convenience store (without gas station)
 - Drugstore or Pharmacy
 - Fabric store
 - Florist
 - Furniture, home furnishings and appliance store
 - Jewelry Store
 - Mailing services
 - Musical instrument sales and repair
 - Office
 - Office furniture, equipment and supply store
 - Parking lot-accessory
 - Photography or art studio
 - Public building
 - Repair shop-personal items
 - Restaurant without drive thru or curb service
 - School
 - Sporting goods store
 - Tailor shop
 - Toy or hobby shop
 - Video rental Store
 - Building regulations
 - Type of materials - Masonry-90% brick, stone or stucco on total elevation, exclusive of windows, doors, gables and trim.
 - Building style – Residential style with a roof pitch of at least 6/12 on all elevations except that a 4/12 pitch is allowed on all elevations with a tile roof (similar to residential style shown in Exhibit "D").

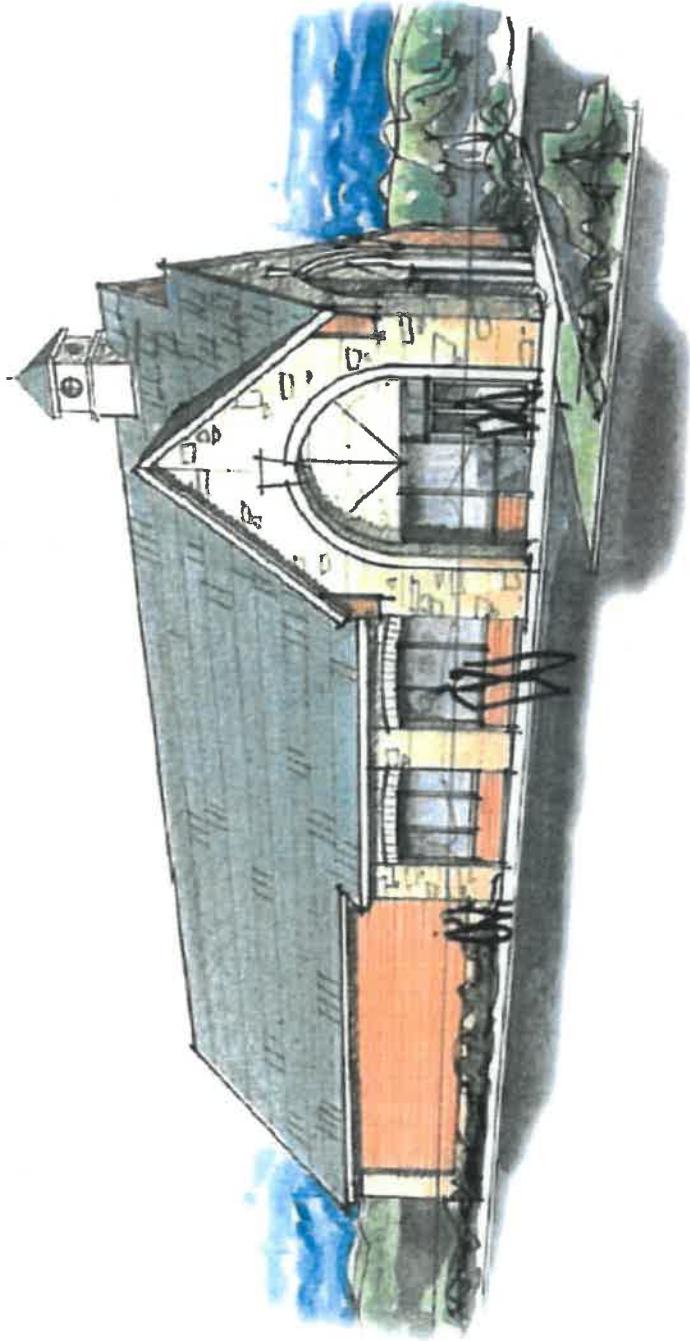
- The City shall have landscaping, site plan and architectural review in order to ensure residential style construction.
- Height - No building or structure shall exceed two stories or 40' maximum height. Height limited to one story not to exceed 35' when located within 150' of a residence. Cupolas and special architectural elements excluded from height limitations.
- Front setback - 50' (or 25' if no parking provided in the setback area and the entire setback is developed as landscaping).
- Side Setbacks - 25' (or 50' if adjacent to residential).
- Rear Setbacks - 30' (or 60' if adjacent to residential).
- Landscape Buffer and Screening
 - A 30' landscape buffer shall be located in the first 30' setback area of the commercial tract.
 - 15% of the area between the main building face and the front property line shall be of a permeable landscaped surface.
 - Parking shall be provided at a ratio of one parking space per 200 square feet of occupied space.
 - Wrought iron and/or tubular steel fencing and permanent evergreen landscape screening consisting of berms (minimum 3' in height), bushes and trees shall be installed on all sides adjacent to residential areas. A berm to be installed on the eastern boundary of the Commercial Tract on either the east or west side of Lewis Lane.
- Residential Tracts 1, 2, 3, and 4
 - Uses-
 - Single Family Residential and accessory uses – no accessory dwellings which are not built as a part of the principal dwelling structure, or as a portion of a detached garage are allowed.
 - Building Regulations
 - Lot Sizes = Minimum Lot Size One Acre
 - Average Lot Size = 1.27 acres gross (over entire development area – not per addition) / 1.0 acre average net
 - Setbacks - Front Setbacks = 50', Side Setbacks 25', Rear Setbacks = 30', Corner Setbacks = 50'
 - Overlength Cul-de-sacs - Cul-de-sacs may be up to 1,500 linear feet in length. Waterline looping may be required by the City for lines in cul-de-sacs of over 750 feet.
 - Building Materials
 - First Floor Elevation-90% brick, stucco or stone, exclusive of windows, doors, gables and trim.
 - Total Elevation-75% brick, stucco or stone, exclusive of windows, doors, gables and trim.
 - Minimum Living Space
 - Tracts 2 and 3 – Min. 2,750 square feet (air conditioned space) on all

- lots except lots adjacent to Commercial Tract which may be a minimum of 2,500 square feet (air conditioned space).
- Tracts 1 and 4 – Min. 3,000 square feet (air conditioned space) on all lots.
- Outbuildings – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot.
- Fencing – per City of Parker ordinances.
- Unless addressed hereinabove, development on Tracts 1-4 must comply with the City's SFT zoning district in effect on September 1, 2007.

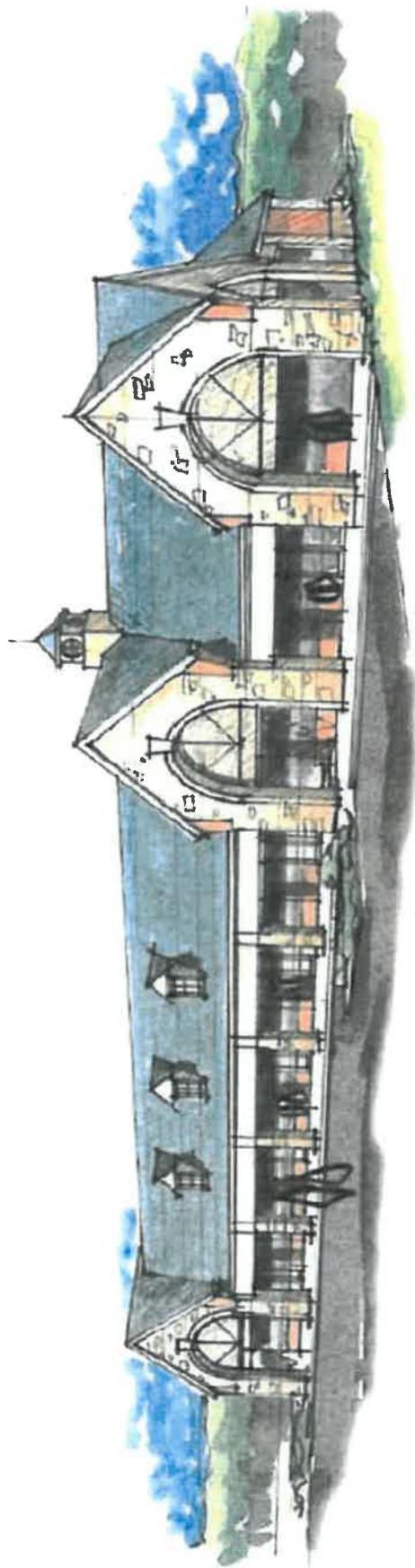
EXHIBIT "D"

Elevation Examples

Dallas_1\4909475\9



BUILDING 2



BUILDING 1

RETURN TO :
CITY SECRETARY
CITY OF PARKER
5700 E. PARKER ROAD
PARKER, TEXAS 75002

Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
09/25/2007 04 16 27 PM
\$136.00 DLAIRD
20070925001331830



A handwritten signature in cursive ink that reads "Stacey Kemp".