



AGENDA

CITY COUNCIL MEETING

JULY 18, 2023 @ 6:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, July 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

- L. BUDGET WORKSHOP - WEDNESDAY, JULY 19, 2023, 9:00 AM – 3:00 PM
- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, AUGUST 9, 2023, 5 PM

PROCLAMATIONS

1. RESIDENT SPOTLIGHT PROCLAMATION

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

1. APPROVAL OF MEETING MINUTES FOR JUNE 20, 2023.
2. APPROVAL OF MEETING MINUTES FOR JUNE 27, 2023.

INDIVIDUAL CONSIDERATION ITEMS

3. DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MAYOR PRO TEM SLAUGHTER'S RESIGNATION.
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-742 APPOINTING THE 2023-2024 MAYOR PRO TEM. [REMAINDER OF MAYOR PRO TEM SLAUGHTER'S TERM – RES. NO. 2023-733]
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-743 ON UPDATING THE INVESTMENT COMMITTEE
6. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES, PHASE 5 FINAL PLAT, INCLUDING VACATING THE PLAT OF PARKER ESTATES, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, RECORDED IN VOLUME 10, PAGE 28 OF THE MAP OR PLAT RECORDS OF COLLIN COUNTY, TEXAS. [2023 0620 DENIED]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 845 AMENDING ORDINANCE NUMBER 832, POLICE DEPARTMENT OPERATIONS TO CHANGE "PUBLIC SAFETY COMMITTEE" TO "MAYOR" AND CLARIFY PROCEDURES FOR ADOPTION OF RULES, REGULATIONS, AND ORDERS.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-744 FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

9. PARKS AND RECREATION (P&R) COMMISSION

PRESENTATION

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-745 MAKING APPOINTMENTS TO THE TO THE PARKS AND RECREATION (P&R) COMMISSION.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION IN THE TOTAL AMOUNT OF \$1,500 FROM TOP OF TEXAS POD TO BE ALLOCATED TO THE CITY OF PARKER VOLUNTEER FIRE DEPARTMENT.

ROUTINE ITEMS

11. UPDATE(S):

FM2551

ANY ADDITIONAL UPDATES
MONTHLY/QUARTERLY REPORTS

[June 2023 - Building Permit/Code Report](#)
[June 2023 – Court Report](#)
[June 2023 – Finance \(monthly financials\) Report](#)
[May-June 2023 – Republic Services Inc., dba Allied Waste Services of Plano](#)
[June 2023 – Website \(PIWIK\) Report](#)

DONATION(S)

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

Joe Lozano donated 1 bag of apples, 1 box of 18 count chips, and 24-12oz. Gatorade, valued at \$37 to the Public Works Department.

The Terrell family donated one (1) case (48 count) and one (1) case (24 count) valued at \$15 to the Police & Fire Departments.

The Evans family donated snacks valued at \$50 to the Police Department.

Chip and Linda Justice donated \$100 of Tiff's Treats to the Police Department.

The Wurth family donated Assorted Cookies valued at \$10.00 to the Fire Department.

The Wurth family donated Mini Lemon Ice Butter Cream Cupcakes valued at \$10 to City Hall Office Staff.

FUTURE AGENDA ITEMS

13. FUTURE AGENDA ITEMS

PRESENTATION – RECOGNIZING FORMER COUNCILMEMBER/MAYOR PRO TEM SLAUGHTER

PRESENTATION RECOGNIZING FORMER COUNCILMEMBER/MAYOR PRO TEM MICHAEL SLAUGHTER FOR HIS SERVICE FOR THE CITY OF PARKER.

ADJOURN

RECEPTION FOR
FORMER COUNCILMEMBER/MAYOR PRO TEM MICHAEL SLAUGHTER

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 to the requirement 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 July 14, 2023, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) 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:	June 20, 2023
Exhibits:	<u>None</u>	

AGENDA SUBJECT

BUDGET WORKSHOP - WEDNESDAY, JULY 19, 2023, 9:00 AM – 3:00 PM

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, AUGUST 9, 2023, 5 PM

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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx/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:	June 20, 2023
Exhibits:	<u>Proclamation</u>	

AGENDA SUBJECT

RESIDENT SPOTLIGHT PROCLAMATION

SUMMARY

A request was made for a proclamation to spotlight a Parker resident. The proclamation will remain blank until the meeting to be a surprise to the recipient.

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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx /2023



Proclamation

CITY OF PARKER, TEXAS, RESIDENT SPOTLIGHT—JULY 18, 2023

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary



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:	June 19, 2023
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JUNE 20, 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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx/2023



MINUTES
CITY COUNCIL MEETING
JUNE 20, 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 7:00 p.m. Mayor Pro Tem Michael Slaughter and Councilmembers Todd Fecht, Terry Lynch, Amanda Noe and Jim Reed were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, City Attorney Amy J. Stanphill, Public Works Director Gary Machado, City Engineer John Birkhoff, P.E., Fire Chief Mike Sheff, Assistant Fire Chief Justin Miller, Fire Division Chief Jeff Kendrick, and Police Chief Kenneth Price (arrived at 7:29 p.m.)

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Richard Pratt led the pledge.

TEXAS PLEDGE: Lucy Estabrook 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.

Richard Pratt, 6404 Northridge Parkway, Southridge Homeowners' Association President, said he and several members of the association were present tonight. They were at the meeting to express their safety and lifestyle concerns for residents along Ravensthorpe Drive and the entire community once the proposed FM 2551 is completed and to request a lockable gate to block Ravensthorpe. [See Exhibit 1 – Richard Pratt's handout, dated June 20, 2023.]

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

CITY HALL CLOSED – MONDAY, JULY 3, 2023

CITY HALL CLOSED – TUESDAY, JULY 4, 2023

CITY COUNCIL (CC) – TUESDAY, JULY 4, 2023, 7 PM – CANCELED – DUE TO JULY 4TH HOLIDAY. PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JULY 12, 2023, 6 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 JUNE 6, 2023.

MOTION: Mayor Pro Tem Slaughter moved to approve the consent agenda items presented. Councilmember Lynch seconded with Councilmembers Fecht, Lynch, Noe, Reed, and Slaughter voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

2. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES, PHASE 5 FINAL PLAT, INCLUDING VACATING THE PLAT OF PARKER ESTATES, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, RECORDED IN VOLUME 10, PAGE 28 OF THE MAP OR PLAT RECORDS OF COLLIN COUNTY, TEXAS.

Developer Preston Walhood, with the Warner Group, Inc., 4040 N Central Expressway, Suite 850 Dallas, Texas 75204, reviewed the Whitestone Estates Phase 5 Final Plat and requested Council approve the final plat.

City Engineer Birkhoff also reviewed the Whitestone Estates Phase 5 Final Plat, discussing outstanding items from his June 19, 2023 letter. [See Exhibit 2 – City Engineer Birkhoff's letter, dated June 19, 2023.]

Discussion ensued.

MOTION: Councilmember Lynch moved to approve Whitestone Estates Phase 5 Final Plat, conditionally with items 2,3,4, and 8 of the June 19, 2023 City Engineer's letter to be completed. Councilmember Reed seconded with Councilmembers Lynch and Reed voting for the motion to approve and Councilmembers Fecht, Noe and Slaughter voting against the motion to approve. Motion failed 2-3.

There was discussion concerning items not being completed by a designated time.

MOTION: Mayor Pro Tem Slaughter moved to deny Whitestone Estates Phase 5 Final Plat. Councilmember Fecht seconded with Councilmembers Fecht, Noe and Slaughter for the motion to deny and Councilmembers Lynch and Reed voting against the motion to deny. Motion carried 3-2.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 845 MAKING MODIFICATIONS TO THE PUBLIC SAFETY COMMITTEE COMPOSITION.

MOTION: Councilmember Noe moved to postpone Ordinance No. 845, making modifications to the Public Safety Committee composition, until such time as former Councilmember Diana Abraham is asked if she is willing to serve and Council is advised. Mayor Pro Tem Slaughter seconded with Councilmembers Fecht, Lynch, Noe, Reed, and Slaughter voting for the motion. Motion carried 5-0.

4. CONSIDERATION, DISCUSSION, AND/OR APPROPRIATE ACTION ON RESOLUTION NO 2023-739 REGARDING APPROVAL OF THE 2022-2023 INVESTMENT POLICY.

Finance/Human Resources Director Savage reviewed the item stating the Investment Committee met on April 12, 2023 to review the current policy, which was changed extensively last year (2022), and proposed no additional changes currently.

MOTION: Mayor Pro Tem Slaughter moved to approve Resolution No. 2023-739 regarding approval of the 2022-2023 Investment Policy with no changes. Councilmember Lynch seconded with Councilmembers Fecht, Lynch, Noe, Reed, and Slaughter voting for the motion. Motion carried 5-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-740 MAKING APPOINTMENTS TO THE WEBSITE DEVELOPMENT SUBCOMMITTEE.

Mayor Pettle asked if any councilmember would be interested in being appointed to the Website Development Subcommittee. Councilmember Reed said he might.

MOTION: Mayor Pro Tem Slaughter moved to nominate Councilmember Jim Reed.

Mayor Pettle asked if Councilmember Reed was willing to serve and he agreed to serve.

Councilmember Fecht seconded with Councilmembers Fecht, Lynch, Noe, Reed, and Slaughter voting for the motion. Motion carried 5-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-741 MAKING AN APPOINTMENT TO THE PLANNING AND ZONING (P&Z) COMMISSION ALTERNATE 3 POSITION FOR THE REMAINDER OF THE TERM TO NOVEMBER 30, 2023.

Mayor Pettle reviewed the Boards and Commissions Membership Selection process set forth in Resolution No. 2021-658. She noted there was a vacant Alternate 3 position on the Planning and Zoning (P&Z) Commission when Councilmember Fecht was elected to Council and the only application the City currently has is Lucy Estabrook's application. Ms. Estabrook chose P&Z as her first choice on the Boards and Commission's application, but there was no vacancy at the time. Now, that there is a vacancy Ms. Estabrook has requested to be transferred, and if Council so desires, Ms. Estabrook has provided a resignation from her current board position on the Zoning Board of Adjustment (ZBA).

MOTION: Mayor Pro Tem Slaughter made a motion to accept Lucy Estabrook's resignation from ZBA effectively immediately and further to approve Resolution No. 2023-741 appointing Lucy Estabrook to P&Z Commission Alternate 3 position for the remainder of Todd Fecht's term, expiring November 30, 2023. Councilmember Fecht seconded with Councilmembers Fecht, Lynch, Noe, Reed, and Slaughter voting for the motion. Motion carried 5-0. [See Exhibit 3 – Lucy Estabrook's letter, dated June 13, 2023.]

ROUTINE ITEMS

7. UPDATE(S):

FM 2551

City Administrator Luke Olson and Director of Public Works Gary Machado said there has been no progress or changes to the project to report.

NEWSLETTER COMMITTEE

Mayor Pettle requested the Parker Newsletter be paused. With former Councilmember Meyer no longer on City Council, it was time to review the Comprehensive Plan survey comments and the general cost effectiveness of the newsletter to determine whether it should be continued in its current

format. The Mayor solicited comments from the Council, Staff and residents. The Council agreed to pause the Parker Newsletter.

ANY ADDITIONAL UPDATES

There were no additional updates at this time.

MONTHLY/QUARTERLY REPORTS

Council accepted the departmental and quarterly reports hyperlinked below:

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

[May 2023 – Court Report](#)

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

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

DONATION(S)

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

Tim and Cyndi Daugherty donated chips, cliff bars and apple sauce packs valued at \$45 to the Police Department.

Chip and Linda Justice donated Tiff's Treats cookies valued at \$100 to the 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

9. FUTURE AGENDA ITEMS

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

Hearing no additional requests, she encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, July 18, 2023, due to the regular meeting falling on the "4th of July Holiday" being canceled.

Mayor Pettle asked residents to check the City's website calendar, as Staff was working with Council to get meetings set.

WORKSHOP

BRUSH TRUCK

Assistant Fire Chief Miller reviewed the Brush Truck PowerPoint in tonight's packet.

FIRE CHIEF MIKE SHEFF RECOGNITION AND PROCLAMATION

Assistant Fire Chief Miller and Fire Division Chief Kendrick on behalf of the Mayor, Council, City Staff, including the Fire Department honored Fire Chief Mike Sheff with a plaque, proclamation, and a gift for 40 years of volunteer service to the Parker Fire Department. Everyone applauded their appreciation for Chief Sheff's service.

EXECUTIVE SESSION AND ADJOURNMENT

Mayor Pettle asked City Council if anyone needed to recess into executive session at this time. Hearing no requests, the Mayor adjourned the meeting at 8:35 p.m.

ADJOURN

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED:

Mayor Lee Pettle

Approved on the 18th day
of July, 2023.

PROPOSED

Southridge Estates HOA Notes for FM-2551 Widening Project

Intro

- Presentation by Richard Pratt, President of the Southridge Estates Home Owner's Association
- Purpose: to present our safety and lifestyle concerns with a proposed new entrance to Southridge Estates from the re-routed FM-2551 at Ravensthorpe Drive.
- Also, in response to our written request to divert traffic to a more suitable intersection by installing a lockable gate across Ravensthorpe Drive, the City Administrator, Mr. Luke Olson, indicated that this item would need to be presented to City Council for consideration.

Request

- Due to the re-route of FM-2551, a new entrance to Southridge Estates is proposed on Ravensthorpe Drive. This will create a third entrance to our neighborhood.
- We are requesting to install a locking gate to primarily address safety concerns for traffic on FM-2551, traffic turning onto FM-2551, and thru our neighborhood. We expect a significant increase in traffic on Ravensthorpe by using our neighborhood as a pass-thru, or shortcut, to neighborhoods north and east of Southridge Estates.
- Ravensthorpe Drive was not designed to accommodate pass-thru traffic – there are no curbs, sidewalks, lane markings, insufficient signage and lighting. Our residents and children now safely walk, bicycle, skate, and play in our quiet streets. By allowing this significant increase in traffic, we believe this will become a major safety issue to our community, will create a higher incidence of automobile and pedestrian accidents, generate unwanted noise, and facilitate higher crime rates – thereby eroding our quiet and neighborly Parker lifestyle.
- The better route would be to divert traffic to Curtis Drive, a much more suitable intersection about two hundred yards away. The intersection is larger, well lit, and built to accommodate the traffic. Curtis Drive currently provides access to the two entries to our neighborhood.
- There is a gate similar to our request in the neighboring city of Allen. The Waterford Trails subdivision has installed a gate in a cul-de-sac that opens to Stacy Road. Emergency and City Services are provided full access thru the gate.
- In addition, another concern for our community is for our five neighbors being isolated from Southridge Estates. We are not aware of any plans to address the entrance to the cul-de-sac and want to ensure that the integrity of our neighborhood environment is maintained and safety concerns are addressed. This includes neighborhood marker, suitable street signage, street lights, and other items.

History

- Our community has overwhelmingly approved this effort, initiating our committee a couple of years ago, and was re-affirmed last year with a 93.5% vote in favor.
- Over the past two years, our HOA committee brought this request to the City's attention with several meetings with the honorable Mayor Pettle, Public Works Director Mr. Gary Machado, City Administrator Mr. Luke Olson, and Fire Chief Mike Sheff.
- Fire Chief Sheff was in favor of the use of a gate, if approved by City Council. Police Chief Kenneth Price is aware of our request, but we have not followed up with him.
- After an April meeting with Mayor Pettle, Mr. Machado, and Mr. Olson, we submitted a written request to Mr. Olson, via letter dated April 21, 2023, and a follow-up request for Mr. Olson to respond on May 25. Mr. Olson did respond on May 31 that the letter was passed to the City Engineer, Mr. John Birhoff for review and that we would need to present to City Council.

Closing

- In closing, as a representative of the Southridge Estates HOA, I am here to respectfully ask the City Council to study the expected negative effects on our neighborhood by creating another entrance to Southridge Estates due to the re-route of FM-2551, and then introduce and pass a resolution to allow our HOA to install a gate across Ravensthorpe Drive, on the northside of FM-2551, to divert pass-thru traffic to the new Curtis Drive intersection prior to the completion of the project.

**Parker Southridge Homeowners Association, Inc.
Texas Star Community Management
6401 S. Custer Road, Suite 2020
McKinney, Texas 75070**

April 21, 2023

Mr. Luke Olson, City Administrator
5700 E Parker Rd
Parker, TX 75002

RE: Parker Southridge Estates HOA

Dear Mr. Olson,

Thank you for meeting with representatives of the Southridge Estates HOA on Thursday, April 19, 2023, to discuss our concerns with the FM 2551 widening/reroute and its anticipated negative effects on our neighborhood. We were also pleased to meet with our distinguished Mayor, Ms. Lee Pettle and Public Works Director Mr. Gary Machado.

We respectfully request that you reconsider allowing the Southridge Estates HOA to install a gate across Ravensthorpe Drive at our cost before traffic and safety concerns become a problem.

The request we discussed is to install a gate across Ravensthorpe Drive at the intersection with the planned reroute of FM 2551. We request this gate to address primarily safety issues for traffic on FM 2551, traffic turning onto FM 2551, and unwanted traffic through our neighborhood. We expect a significant increase in traffic on Ravensthorpe by using our neighborhood as a shortcut to neighborhoods north and east of Southridge Estates. The most suitable route is to use Curtis Drive, a few hundred yards away. The desire to close this access was approved by our HOA members in July 2022, with 93.5% in favor. In fact, this issue has already been brought to the city on numerous occasions over the last several years.

This gate in no way would impede traffic on FM 2551 and will have no impact on right-of-way, street/curb design, or utilities. Emergency services will be provided full-access, and the two existing entrances from Curtis Drive provide the necessary access for our residents and the public.

Pictures of a similar gate to our request were shown in the meeting from the Waterford Trails subdivision of Allen, Texas.

We do not understand the reluctance of the City of Parker to avoid setting a gate across Ravensthorpe, choosing to pursue other options first. You and Mr. Machado mentioned alternative solutions such as reduced speed limits, additional stop signs, speedbumps, traffic monitoring devices, and additional police patrols – indicating that a gate should be used only as a last resort. The Southridge Estates HOA is extremely concerned about using a gate only as a last resort and questions why the safety of all concerned would be put at risk.

Parker Southridge Homeowners Association, Inc.
Texas Star Community Management
6401 S. Custer Road, Suite 2020
McKinney, Texas 75070

To properly communicate the city's position on this request to our residents, we would appreciate a written explanation.

We look forward to your written reply.

Sincerely,

Kelli Swope

On behalf of
Richard Pratt
Board of Directors
Southridge Estates HOA

CC: President Sally Binnix
Vice President Michael Grant
Committee Member Mike Hurley (in attendance)
Committee Member Mike Masten (in attendance)
Texas Star Community Management Representative Kelli Swope

Southridge Estates Homeowners Association

c/o Texas Star Community Management
6401 S Custer Rd
Suite 2020
McKinney, TX 75070

May 23, 2023

City of Parker, Texas
Attn: City Administrator
Mr. Luke Olson
5700 E Parker Road
Parker, TX 75002

Dear Mr. Olson,

On behalf of the Southridge Estates Homeowners Association, a letter was sent to you dated April 21, 2023, and received on April 25, 2023, by Pat Skinner. (Letter attached). We are seeking approval to build a gate across Ravensthorpe Drive to restrict unwanted traffic from turning into our neighborhood. We believe this to be a significant safety and traffic issue.

To date, we have not received a reply from the City of Parker and would appreciate your approval of our plan, or a detailed explanation of why we cannot install the requested gate by June 15, 2023.

We look forward to your reply.

Sincerely,

Kelli Swope

On behalf of
Richard Pratt
President
Southridge Estates HOA

CC: Vice President – Dave Sheppard
Treasurer – Laura Mawhinney
Texas Star Community Management Representative Kelli Swope



Luke B. Olson, City Administrator
5700 E Parker Road Parker, TX. 75002
(972) 442-6811 (972) 442-2894 fax
www.parkertexas.us

May 31, 2023

Mr. Richard Pratt
President of Southridge Estate HOA
Texas Star Community Management
6401 S. Custer Road, Suite 2020
McKinney, TX. 75070

RE: Parker Southridge Estates HOA Request

Dear Mr. Pratt:

Thank you for your letters dated April 21, 2023, and May 25, 2023. As we discussed in our meeting on April 19, 2023, written requests of this nature must be reviewed by the City of Parker Engineer, John Birkhoff.

The City of Parker received the April 21, 2023, letter from the Southridge Estates HOA on April 25, 2023, and the request was forwarded to the City of Parker Engineer April 27, 2023. Since the request would eliminate an entryway on a public roadway, it must be presented to the City Council for consideration. Once the City Engineer completes his review of the request and a determination has been made, the City of Parker will follow up with another written communication.

Thank you,



Luke B. Olson
City Administrator

Legend

Meeting Date: 07/18/2023 Item 1.

FM 2551 Re-route

Intersection with Ravensthorpe Dr

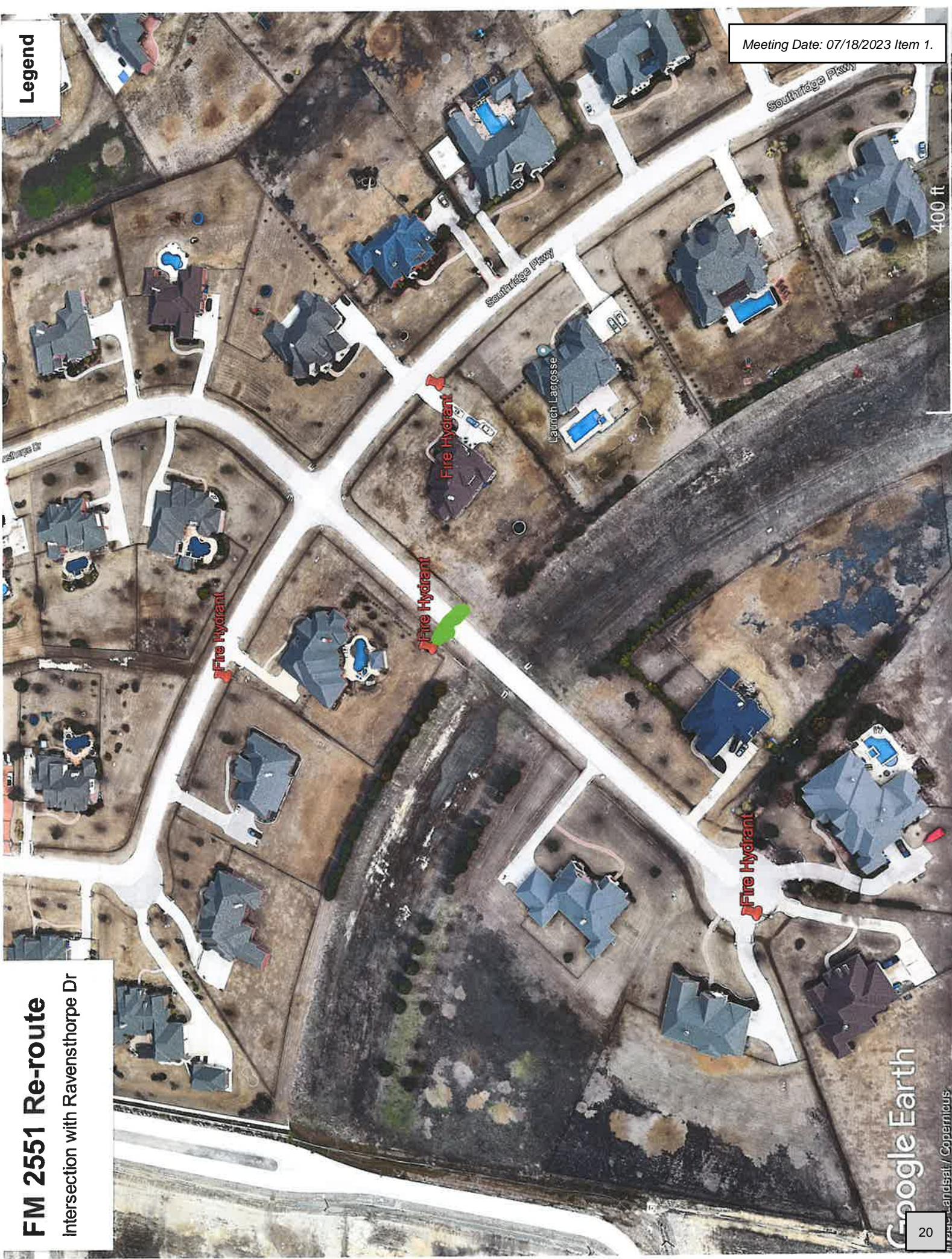


Legend

Meeting Date: 07/18/2023 Item 1.

FM 2551 Re-route

Intersection with Ravensthorpe Dr



Google Earth





Waterford Trails
From Stacy Road, west of Watters
Allen, TX

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
 GARY C. HENDRICKS, P.E., R.P.L.S.
 JOE R. CARTER, P.E.
 ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
 CRAIG M. KERKHOFF, P.E., CFM
 JUSTIN R. IVY, P.E.
 COOPER E. REINBOLD, P.E.

June 19, 2023

Mr. Gary Machdo
 Director of Public Works
 5700 East Parker Road
 Parker, Texas 75002

Re: Whitestone 5&6

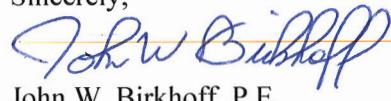
Dear Mr. Machado:

On Monday June 19, 2023, we accompanied you on a follow up inspection of the Whitestone Phase 5&6 subdivision project, we noted the following:

1. All large rocks in the drainage channels need to be removed. The City told the construction contractor to remove the rocks before they placed the erosion mat. The contractor did not abide by direction from the city inspector. All rocks greater than 2 inches must now be removed and the areas filled with topsoil and vegetation established.
2. Where franchise utilities completed construction, the channel side slopes need to be reestablished and vegetated.
3. Many of the valve stack pads after construction did not establish the slope of the channel on the side opposite the street. The side slope of the channels need to be established along with vegetation. We could not verify this work was completed due to the high weeds present on June 19th.
4. The channel downstream of the headwall at Somerset and Richmond headed to the pond needs to be graded, compacted and vegetation established. The inspection shows the area was graded about a foot higher than the outfall of the culvert. From the outfall of the culvert headwall to the pond must drain. The solid sod placed and established will need to be redone.
5. Silt in the pond needs to be removed at the storm sewer pipe outfall. We understand the developer has hired a firm called Pond Medic to complete this work.
6. Fire hydrant and valve pad at Richmond and Belvedere needs to have the wood forms removed.
7. The sidewalk along Belvedere had redwood joints protruding above the surface and these need to be level to the top of the sidewalk pavement. The rework looks like the contractor split the redwood joint then nailed a new section into the lower part to the redwood. Spoil material was thrown into the drainage channel. The scab patch needs to be removed and the expansion joint filled with a silicone sealant.
8. The nuts and washers on the bridge railing need to be replaced with stainless steel washers and nuts. The cut anchor stud needs the cut epoxy coated.

We are available at your convenience to discuss any questions you may have on our comments.

Sincerely,



John W. Birkhoff, P.E.

Exhibit 2

Patti Grey

From:
Sent: Tuesday, June 13, 2023 4:32 PM
To: Patti Grey
Subject: Re: Resignation from ZBA

Would you like to print it, and I'll stop by and sign this week? It would be today, but just discovered meeting is cancelled.

-----Original Message-----

From: Patti Grey <PGrey@parkertexas.us>
To:
Sent: Tue, Jun 13, 2023 4:14 pm
Subject: RE: Resignation from ZBA

Thank you, but I will need you to sign the resignation prior to the 2023 0620 CC meeting. Ideally, in time for me to make copies for Council prior to the meeting.. Your earliest convenience will work.

Patti

From:
Sent: Tuesday, June 13, 2023 4:10 PM
To: Patti Grey <PGrey@parkertexas.us>
Subject: Resignation from ZBA

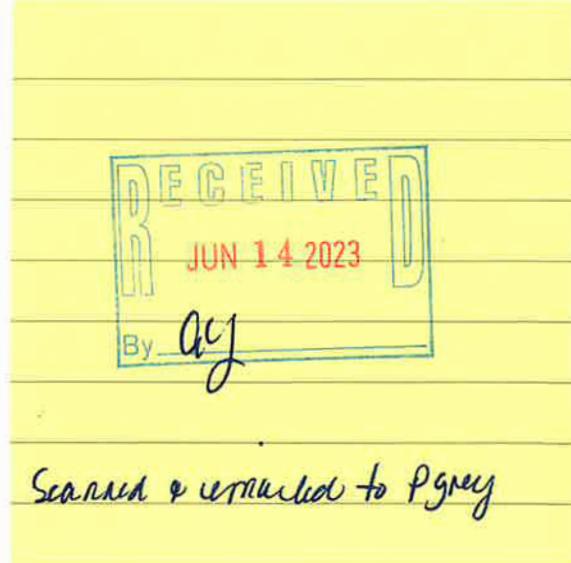
Dear Patti,

Please accept my resignation from ZBA. I'd like to pursue appointment to P&Z.

Thank you.

Lucy Estabrook
972-442-1329

Lucy Estabrook





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:	July 10, 2023
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JUNE 27, 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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx/2023



MINUTES
CITY COUNCIL MEETING
JUNE 27, 2023

CALL TO ORDER – Roll Call and Determination of a Quorum

The Parker City Council met in a special 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 5:30 p.m. Councilmembers Terry Lynch, Amanda Noe and Jim Reed were present. Mayor Pro Tem Michael Slaughter and Councilmember Todd Fecht were absent.

Staff Present: City Administrator Luke Olson, City Attorney Amy J. Stanphill, and Police Chief Kenneth Price

Due to this being a special meeting, there needed to be a super quorum of four (4) Councilmembers present and there were only three (3) councilmembers present, which did not meet requirements. Mayor Pettle asked Council if they were willing to wait a reasonable amount of time (15 minutes) to see if an additional member arrived or be contacted. City Administrator Olson tried contacting Councilmember Todd Fecht because Council was already aware Mayor Pro Tem Slaughter would not be in attendance tonight.

City Administrator Olson was able to contact Councilmember Fecht, who was unable to attend tonight's meeting, regarding the following:

WORKSHOP

1. POLICE VEHICLES
2. TEXAS OPEN MEETINGS ACT AND ETHICS OVERVIEW
3. CYBERSECURITY TRAINING

ADJOURN

Due to lack of a super quorum, Mayor Lee Pettle adjourned the meeting at 5:50 p.m.

APPROVED:

Mayor Lee Pettle

Approved on the 18th day
of July, 2023.

ATTESTED:

Patti Scott Grey, City Secretary



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 for City Administrator Olson
Estimated Cost:	Date Prepared:	July 13, 2023
Exhibits:	<u>Resignation</u>	

AGENDA SUBJECT

DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MAYOR PRO TEM SLAUGHTER'S RESIGNATION.

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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx/2023

7/11/2023

To: City Secretary Patti Grey, City of Parker, Tx
To: Mayor Lee Pettle

It is with an extremely heavy heart that I must tender my notice of resignation from the City of Parker City Council effective July 31, 2023. At that time I will no longer be a resident of the City of Parker. This was not a planned departure for this timeframe and I feel that there was so much left to do but I am so thankful for all the support shown by the city staff and residents of this wonderful city. It will always have been a honor to able to serve my neighbors and be a resident of the City of Parker.

I wish the city nothing but prosperity and believe that the current City Council and Mayor will be able to work together and leave the city even better than it already is today.

Thank you,



Michael A. Slaughter

OFFICE: 833.OMNIKEY • FAX: 833.OMNIFAX• E-MAIL: MSLAUGHTER@OMNIKEYTEXAS.COM

Texas Licensed Real Estate Brokerage #0560726

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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 for City Administrator Olson
Estimated Cost:	Date Prepared:	July 13, 2023
Exhibits:	<u>Proposed Resolution</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-742 APPOINTING THE 2023-2024 MAYOR PRO TEM. [REMAINDER OF MAYOR PRO TEM SLAUGHTER'S TERM – RES. NO. 2023-733]

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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/XX/2023

RESOLUTION NO. 2023- 742
(Appointment of Mayor Pro Tem)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING A MEMBER OF THE CITY COUNCIL TO SERVE AS MAYOR PRO TEM.

WHEREAS, the City Council of the City of Parker called and held an election on May 6, 2023 establishing a new governing body; and

WHEREAS, the Texas Local Government Code requires that the governing body of a general law municipality to elect a member of the City Council to serve as Mayor Pro Tem for a term of one year or until another is appointed;

WHEREAS, if the Mayor fails, is unable, or refuses to act, the Mayor Pro Tem shall perform the Mayor's duties and is entitled to receive the fees and compensation prescribed for the Mayor; and

WHEREAS, the City Council for the City of Parker appointed, Councilmember Michael Slaughter as Mayor Pro Tem by Resolution No. 2023-733 on May 16, 2023, but Mayor Pro Tem Slaughter has resigned from the City of Parker City Council and there is a Mayor Pro Tem vacancy through the remainder of the term Councilmember Slaughter would have served.

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

SECTION 1. The City Council of the City of Parker, Texas hereby appoints _____ to serve as Mayor Pro Tem until May 14, 2024, or until another is appointed.

SECTION 2. In the event that the Mayor fails, is unable, or refuses to act, the Mayor Pro Tem shall perform the Mayor's duties and is entitled to receive the fees and compensation prescribed for the Mayor.

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

APPROVED:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Amy J. Stanphill, City Attorney



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 for City Administrator Olson
Estimated Cost:	Date Prepared:	July 13, 2023
Exhibits:	<u>Proposed Resolution</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-743 ON UPDATING THE INVESTMENT COMMITTEE.

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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx/2023

RESOLUTION NO. 2023-743
(2023-2024 Investment Officers and Committee)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS APPOINTING INVESTMENT OFFICERS
AND MEMBERS TO SERVE ON THE INVESTMENT COMMITTEE.**

WHEREAS, the laws of the State of Texas require a municipality to appoint investment officers, and approves the use of an investment committee to review the investment policies of the municipality, all in accordance with Chapter 2256 of the Texas Government Code;

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

SECTION 1. Appointment of Investment Officers

Finance Director and City Administrator are hereby appointed to serve as the Investment Officers for the City of Parker.

SECTION 2. Appointment of Committee Members

The following are hereby appointed to serve on the Investment Committee:

	<u>TITLE</u>
<u>Lee Pettle</u>	Mayor
<u>Terry Lynch</u>	Investment Official
	Investment Official

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 18th day of July, 2023.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

Amy J. Stanphill, City Attorney



Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Public Works Director Gary Machado
Estimated Cost:	Date Prepared:	July 13, 2023
Exhibits:	<ol style="list-style-type: none"> 1. Whitestone Plat Denial Letter with Citation, dated June 22, 2023 2. Donihoo Farms, Ltd. Manager Stephen L. Sallman Response Letter, dated July 12, 2023 3. John W. Birkhoff, P.E., letter, dated July 14, 2023 4. Development Application 5. Waiver w/Fee receipt 6. Final Plat 7. Development Agreement 	

AGENDA SUBJECT

CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES, PHASE 5 FINAL PLAT, INCLUDING VACATING THE PLAT OF PARKER ESTATES, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, RECORDED IN VOLUME 10, PAGE 28 OF THE MAP OR PLAT RECORDS OF COLLIN COUNTY, TEXAS. [2023 0620 DENIED]

SUMMARY

Please review the information provided for Whitestone Estates, Phase 5 Final Plat, including vacating the plat of Parker Estates, an addition to the City of Parker, Collin County, Texas, recorded in Volume 10, Page 28 of the Map or Plat Records of Collin County, Texas, an addition to the City of Parker, George W. Gunnell Survey, Abstract No. 350, and The Heirs of Thomas Estes Survey, Abstract No. 298, in the City of Parker, Collin County, Texas.

On May 25, 2023, P&Z Commission recommended Whitestone Estates, Phase 5 Final Plat contingent upon John Birkhoff's letter, dated May 4, 2023, preliminary punch list be completed.

On June 20, 2023, Whitestone Estates, Phase 5 Final Plat was denied, 3-2 [MOTION: Mayor Pro Tem Slaughter moved to deny Whitestone Estates Phase 5 Final Plat. Councilmember Fecht seconded with Councilmembers Fecht, Noe and Slaughter for the motion to deny and Councilmembers Lynch and Reed voting against the motion to deny. Motion carried 3-2. See Item #1 - June 20, 2023 CC Meeting Minutes for further detail.]

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:	07/XX/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/XX/2023 via Municode
Public Work Director	<i>Luke B. Olson</i>	Date:	07/XX/2023



Luke B. Olson, City Administrator
5700 E Parker Road Parker, TX. 75002
(972) 442-6811 (972) 442-2894 fax
www.parkertexas.us

June 22, 2023

Donihoo Farms, LTD
Attn: Stephen L. Sallman
4040 N. Central Expressway, Ste. #850
Dallas, TX 75204

Via: Certified Mail
& email: ssallman@warnergroup.com

RE: Whitestone Estates, Phase 5 Final Plat

Dear Mr. Sallman:

A majority of the City Council of Parker, Texas voted to deny the above referenced final plat at its June 20, 2023, meeting after considerable discussion of the remaining outstanding items described on the Birkhoff, Hendricks & Carter, LLP (“City Engineer”) letter dated June 19, 2023, attached hereto as Exhibit A. Some of these items have been outstanding since May 3, 2023, as reflected on the City Engineer’s letter attached in Exhibit B.

In accordance with Chapter 212 of the Tex Loc. Gov’t Code, this letter is to inform you, as the applicant for the above-described plat, of the specific reasons for the denial that are directly related to the City’s adopted regulations and the citation to the City ordinance or regulation that is the basis for the disapproval. Chapter 155: Subdivision Regulations of the City of Parker Texas, Code of Ordinances (“Parker Code”), formulated under the powers granted by Tex Loc. Gov’t Code, Chapter 212, subchapters A and B (“Subdivision Regulations”), codifies the specific City of Parker ordinances and regulations applicable to the items shown on Exhibit A.

Parker Code §155.061 Design Standards and Specifications, governs and incorporates (1) Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments (“NCTCOG”), with special provisions of the city; (2) Parker Standard Construction Details; (3) Parker Storm Drainage Design Manual; and (4) Parker Manual for Design of Water and Sewer Lines by reference. Parker Code §155.054, Drainage, at (B)(1) incorporates the City of Plano Storm Drainage Design Manual by reference as the standard for design, materials, and construction of storm drainage structures in the City of Parker.

Parker Code §155.030(D)(2) requires that public improvements have been constructed, erosion control established, and are ready to be accepted before a Final Plat is approved.

Within this letter, reference is made to Exhibit A items 1 – 8. Compliance and remediation of the items as described on the Exhibit A letter is required. A summary is included below with citation(s) to the Parker Code without limiting the application of the entirety of the Parker Code, including without

limitation the Subdivision Regulations, the Platting Procedures, and Design Standards and Specifications to the above referenced plat.

1. Drainage channels – All large rocks over 2 inches must be removed and the areas filled with topsoil and vegetation established.
 - Parker Code Subdivision Regulations, §155.061 Design Standards and Specifications, § 155.030 Final Plat Approval, § 155.054 Drainage, and NCTCOG Standard Specifications Reference 202.15.
2. Franchise utilities – channel side slopes to be reestablished and vegetated.
 - Parker Code Subdivision Regulations, §155.061 Design Standards and Specifications, § 155.030 Final Plat Approval, § 155.054 Drainage, and NCTCOG Standard Specifications.
3. Side slopes of the channels need to be established along with vegetation.
 - Parker Code Subdivision Regulations, §155.061 Design Standards and Specifications, § 155.030 Final Plat Approval, § 155.054 Drainage, and NCTCOG Standard Specifications.
4. The channel downstream of the headwall at Somerset and Richmond needs to be graded, compacted, and vegetation established.
 - Parker Code Subdivision Regulations, §155.061 Design Standards and Specifications, § 155.030 Final Plat Approval, § 155.054 Drainage, and NCTCOG Standard Specifications.
5. Silt in the pond – It has been represented that the HOA has hired a contractor to manage and maintain this item. A copy of this agreement is requested.
6. Fire hydrant and valve pad at Richmond and Belvedere needs the wood forms removed.
7. Sidewalk along Belvedere – remove redwood joints protruding above the surface, scab patch needs to be removed and expansion joint filled with silicone sealant.
 - Parker Code Subdivision Regulations, §155.061 Design Standards and Specifications, § 155.030 Final Plat Approval, and NCTCOG Standard Specifications Reference 305.2.3.7.
8. The nuts and washers on the bridge railing need to be replaced with stainless steel washers and nuts. The cut anchor stud needs the cut epoxy coated.
 - It was represented at the Council meeting that these materials have been ordered.

In accordance with the Tex Loc. Gov't Code §212.0093, you may submit a written response that remedies each of the items listed on Exhibit A.

Thank you,



Luke B. Olson
City Administrator

cc: Gary Machado, Director, Public Works
Amy Stanphill, City Attorney

Exhibit A

BIRKHOFF, HENDRICKS & CARTER, L.L.P. **PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhclp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E., CFM
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.

June 19, 2023

Mr. Gary Machdo
Director of Public Works
5700 East Parker Road
Parker, Texas 75002

Re: Whitestone 5&6

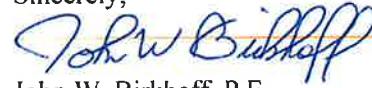
Dear Mr. Machado:

On Monday June 19, 2023, we accompanied you on a follow up inspection of the Whitestone Phase 5&6 subdivision project, we noted the following:

1. All large rocks in the drainage channels need to be removed. The City told the construction contractor to remove the rocks before they placed the erosion mat. The contractor did not abide by direction from the city inspector. All rocks greater than 2 inches must now be removed and the areas filled with topsoil and vegetation established.
2. Where franchise utilities completed construction, the channel side slopes need to be reestablished and vegetated.
3. Many of the valve stack pads after construction did not establish the slope of the channel on the side opposite the street. The side slope of the channels need to be established along with vegetation. We could not verify this work was completed due to the high weeds present on June 19th.
4. The channel downstream of the headwall at Somerset and Richmond headed to the pond needs to be graded, compacted and vegetation established. The inspection shows the area was graded about a foot higher than the outfall of the culvert. From the outfall of the culvert headwall to the pond must drain. The solid sod placed and established will need to be redone.
5. Silt in the pond needs to be removed at the storm sewer pipe outfall. We understand the developer has hired a firm called Pond Medic to complete this work.
6. Fire hydrant and valve pad at Richmond and Belvedere needs to have the wood forms removed.
7. The sidewalk along Belvedere had redwood joints protruding above the surface and these need to be level to the top of the sidewalk pavement. The rework looks like the contractor split the redwood joint then nailed a new section into the lower part to the redwood. Spoil material was thrown into the drainage channel. The scab patch needs to be removed and the expansion joint filled with a silicone sealant.
8. The nuts and washers on the bridge railing need to be replaced with stainless steel washers and nuts. The cut anchor stud needs the cut epoxy coated.

We are available at your convenience to discuss any questions you may have on our comments.

Sincerely,



John W. Birkhoff, P.E.

Exhibit B

BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E., CFM
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.

May 4, 2023

Mr. Gary Machdo
Director of Public Works
5700 East Parker Road
Parker, Texas 75002

Re: Whitestone 5&6
Preliminary Punch List

Dear Mr. Machado:

On Wednesday May 3, 2023, we accompanied you on an inspection of the Whitestone Phase 5&6 subdivision project, we noted the following:

1. All large rocks in the drainage channels need to be removed. The City told your contractor to remove the rocks before they placed the erosion mat. All rocks greater than 2 inches must now be removed and the areas filled with topsoil and vegetation established.
2. On a number of fire hydrants the lower portion the silver paint is flaking off. The hydrants were not properly repaired prior to painting. The areas that paint is flaking must be cleaned, solvent wiped, and coating applied. The pipe between the bottom flange and the concrete pad that is not painted must be properly repaired and coated. The concrete pad needs to be protected from paint drips.
3. All debris such as franchise utility material, rebar, concrete etc. need to be cleaned from all streets.
4. All joints with minor pup outs from the concrete sawing need to be chipped out and sealant placed.
5. The slabs placed where leave outs were placed, need to be removed and replaced. Those slabs are cracked. Once removed the subgrade needs to be wet prior to placing concrete and while the concrete is still green the sawed dummy joints need to be cut. The approved mix design for the streets must be used for the repoured slabs.
6. Areas around the concrete rip rap that has washed need to be backfilled with moist soil and compacted into place.
7. Where franchise utilities construction is taking place the channel side slopes need to be reestablished and vegetated.
8. Many of the valve stack pads after construction did not establish the slope of the channel on the side opposite the street. The side slope of the channels need to be established along with vegetation.
9. Five-foot shoulders need to be established in accordance with the construction plans. Once constructed to plan many of the valve pads will work themselves out.
10. Complete electrical termination at street lights.
11. There are many patches placed in the concrete. What material was used to make the repair and was it approved by the city? What method was used to make the patch?
12. The precast sloping headwall needs to have the joint between the precast headwall and the pipe grouted.
13. The precast headwall lifting lugs need to be cleaned, plastic form removed and grouted.

14. The Channel along Windsor Way has dirt humps under the curlex. Grade the side slope to be in accordance with the plans.
15. The Channel along Windsor the channel on northside had sloughed into the center of channel. The side slope must be established, and the fill properly compacted into place.
16. A portion of the silt fence is in need of repair at the franchise utility construction area.
17. The channel downstream of the headwall at Somerset and Richmond headed to the pond needs to be graded compacted and vegetation established.
18. Silt in the pond needs to be removed at the storm sewer pipe outfall.
19. Along Richmond's west channel line there are low points in the channel flowline.
20. Fire hydrant and valve pad along Richmond north of Sandhurst, the pad is cracked and needs to be replaced.
21. On the northside of the pond the slope above the headway is near vertical. The slope needs to be established and the area vegetated.
22. The disturbed area north of the pond needs to be vegetated. Silt fence needs to be erected to keep silt from the pond.
23. The light fixture at the end of Kent Court is not plumb and the fixture is missing.
24. The channel on the south side of Kent Court needs to be properly graded and vegetated.
25. The box culvert at Belvedere needs to be cleaned out. The disturbed area north of culverts needs to be vegetated.
26. The sidewalk along Belvedere had redwood joints protruding above the surface and these need to be level to the top of the sidewalk pavement.
27. The curb transition from 6-inch curb to no curb that has a scab patch needs to be cut out and new curb and gutter placed or a new dowled on curb needs to be constructed. Provide detail for dowled on curb option.
28. The nuts and washers on the bridge railing need to be replaced with stainless steel washers and nuts. The cut anchor stud needs the cut epoxy coated.
29. The exposed dowel bars at the sidewalk end are not level. Contractor stated they are bent. Dowels need to be plumb. The exposed dowels need to be protected from corrosion. Suggest asphalt be place to seal and provide protection to the dowels.
30. The ends of the sidewalk east and west needs to have ADA ramps down to natural ground or have barricades erected. If the sidewalk is less than 5 feet wide, they need to be widen to 5 feet at the ends to allow a turnaround.
31. At Lincoln and Berkshire there is a slop failure at the rip rap. The slope needs to be properly graded and vegetated.
32. Along Lincoln there is a bad joint, appears to be a construction joint. The joint needs to be removed and repaired.

We are available at your convenience to discuss any questions you may have on our comments.

Sincerely,



John W. Birkhoff, P.E.

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT	
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For delivery information, visit our website at www.usps.com ®	
OFFICIAL USE	
<input type="checkbox"/> Certified Mail Fee <input type="checkbox"/> Extra Services & Fees (check box, and list fees as appropriate) <input type="checkbox"/> Return Receipt (Handcopy) <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Postage	
Postmark Here Total Postage and Fees \$ 3160	2020 Dohihgo Farms LTD Attn: Stephen L. Sallman 4040 N. Central Expy. Ste #850 Dallas, TX 75204  9590 9402 7505 2098 7061 44 PS Form 3800, April 2015 PSN 7530-02-000-9053
See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION															
<input type="checkbox"/> Complete items 1, 2, and 3. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.															
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No															
A. Signature X L. Sallman															
B. Received by (Printed Name) 1. M. Sallman															
C. Date of Delivery 6-27-22															
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No															
2. Article Addressed to: Dohihgo Farms LTD Attn: Stephen L. Sallman 4040 N. Central Expy. Ste #850 Dallas, TX 75204															
3. Service Type <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Required</td> <td><input type="checkbox"/> Collect on Delivery</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Postage</td> <td><input type="checkbox"/> Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Postage</td> <td><input type="checkbox"/> Signature Confirmation™ Restricted Delivery</td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Postage	<input type="checkbox"/> Mail Restricted Delivery	<input type="checkbox"/> Postage	<input type="checkbox"/> Signature Confirmation™ Restricted Delivery
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COMPLETE THIS SECTION ON DELIVERY															
A. Signature X L. Sallman															
B. Received by (Printed Name) 1. M. Sallman															
C. Date of Delivery 6-27-22															
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No															
1. Article Addressed to: Dohihgo Farms LTD Attn: Stephen L. Sallman 4040 N. Central Expy. Ste #850 Dallas, TX 75204															
2. Article Number (Transfer from service label) 7020 3160 0001 0079 0912															
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4. Domestic Return Receipt															

DONIHOO FARMS, LTD

July 12, 2023

City of Parker
5700 E Parker Road
Parker, TX 75002

*via: Certified Mail
& email: lolson@parkertexas.us*

RE: Whitestone Estates Phase 5, Final Plat
Applicant Response to Disapproval

Mr. Olsen,

Applicant, Donihoo Farms, Ltd, is in receipt of the written response from the City related to the disapproval of the Whitestone Phase 5 Final Plat dated June 22, 2023. Within this letter, reference is made to 'Exhibit A items 1 – 8', as described in the City's disapproval notice. Per the Texas Local Government Code, chapter 212.0093, Applicant offers the following response to confirm compliance and remediation of the items.

1. Drainage channels – all large rocks over 2 inches must be removed and the areas filled with topsoil and vegetation established.
 - *Applicant met with Public Works Director, Gary Machado, on Monday, June 26, 2023, to identify deficient areas, map attached for reference. The areas identified have been remediated as required.*
2. Franchise utilities – channel side slopes to be reestablished and vegetated.
 - *Applicant met with Public Works Director, Gary Machado, on Monday, June 26, 2023, to identify deficient areas. The deficient area is located on the west side of Lincoln Lane at 4901 Lincoln, around an Oncor vault. The area identified has been remediated as required.*
3. Side slopes of the channels need to be established along with vegetation.
 - *Applicant met with Public Works Director, Gary Machado, on Monday, June 26, 2023, to identify deficient areas. The deficient area is located on the east side of 5509 Somerset, around a fire hydrant valve stack. The area identified has been remediated as required.*
4. Downstream channel at the headwall at Somerset and Richmond to be graded, compacted and vegetation established.
 - *Applicant met with Public Works Director, Gary Machado, on Monday, June 26, 2023 to review this area. The area identified has been mowed, compacted, and remediated as required.*

DONIHOO FARMS, LTD

5. Silt in the pond.
 - *A copy of the maintenance agreement between contractor, PondMedics, and the Whitestone Estates HOA is attached. The silt identified in the letter dated May 4, 2023, has been removed.*
6. Fire hydrant and valve pad at Richmond and Belvedere need the wood forms removed.
 - *Forms have been removed as requested.*
7. Sidewalk along Belvedere – remove redwood joints protruding above the surface and expansion joint filled with silicone sealant.
 - *Redwood joints in the sidewalk along Belvedere have been removed and the expansion joint filled with silicone sealant.*
8. The nuts and washers on the bridge railing need to be replaced with stainless steel washers and nuts. The cut anchor stud needs to be epoxy coated.
 - *The nuts and washers have been replaced with stainless steel nuts and washers and the cut anchor studs have been coated with epoxy.*

In accordance with Texas Local Government Code, chapter 212.0095, the municipal authority shall determine whether to approve or disapprove the applicants previously disapproved plat not later than the 15th day after the date this response was submitted. We request the City place the Whitestone Phase 5 final plat on the City Council Agenda for the regularly scheduled meeting on July 18, 2023, for consideration and approval.

Best regards,



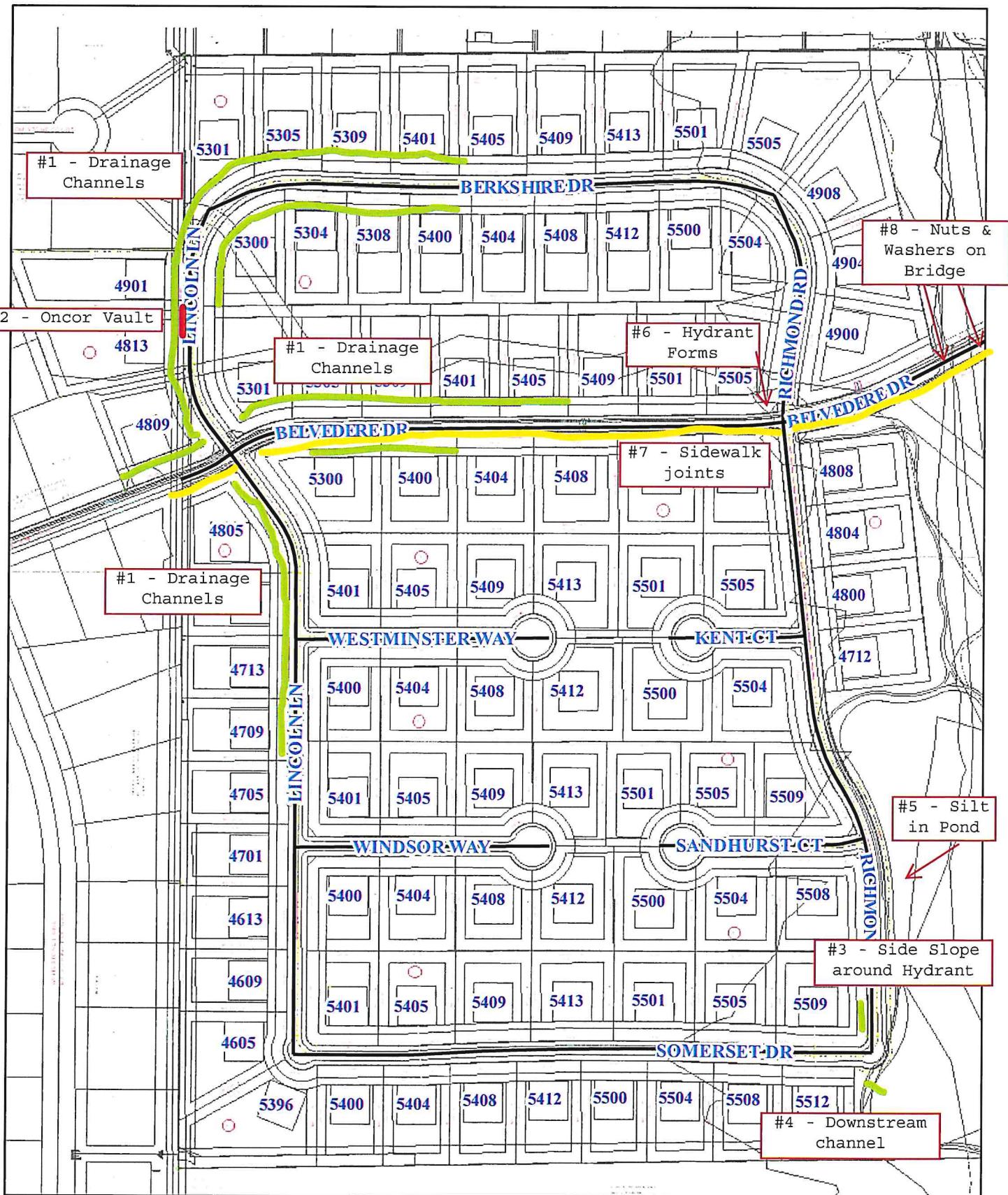
Stephen L Sallman, Manager
Donihoo Farms, Ltd

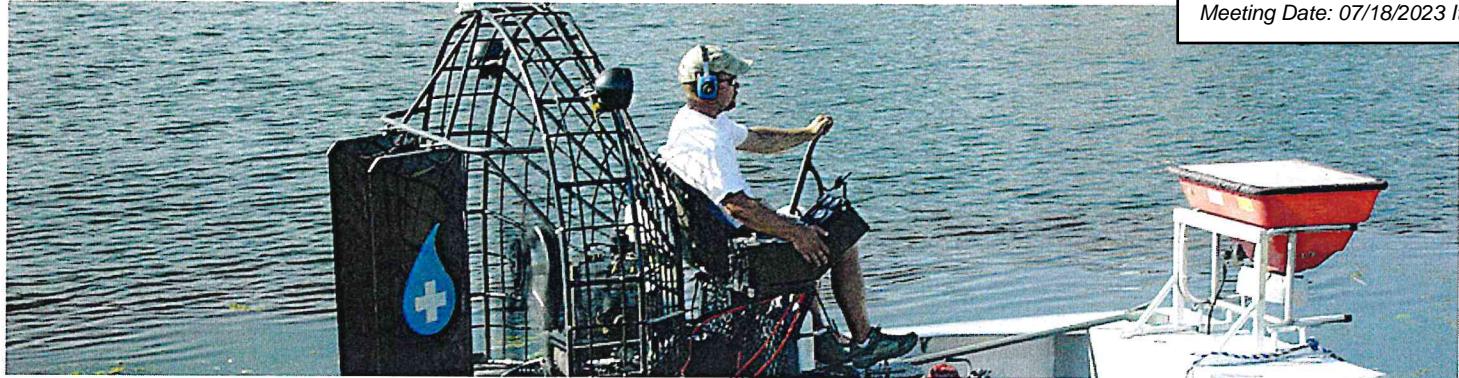
enclosures

CC: Amy Stanphill, City Attorney
Gary Machado, Public Works Director
Patti Scott Grey, Assistant City Administrator / City Secretary
Preston Walhood, Warner Group

via email: astanphill@parkertexas.us
via email: gmachado@parkertexas.us
via email: pgrey@parkertexas.us

WHITESTONE ESTATES PH 5 PUNCH LIST WORK MAP





Whitestone Estates HOA Proactive Pond Management

PROPOSAL PREPARED FOR

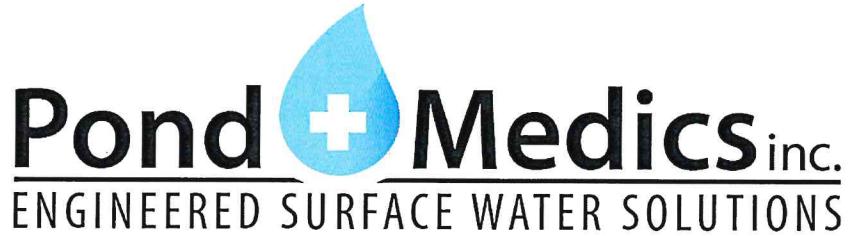
Whitestone Estates HOA

PREPARED BY

Weston Jordan

/ PondMedics Family of Brands
PO Box 97
Gunter, Texas / 75058
weston@pondmedics.com
<http://www.pondmedics.com>





Whitestone Estates HOA

Subject: Annual, proactive pond maintenance services

Dear Whitestone Estates HOA,

Thank you for the opportunity to help you keep your water healthy!

PondMedics Family of Brands is the only licensed, design build engineering firm specializing strictly in surface water resources such as yours. We are confident that we have the manpower and financial strength to execute our work in the highest professional manner.

PondMedics Family of Brands has been providing annual pond management services for 17 years and more than 2 million surface acres! ***AND we're the only company in DFW who includes all the products we use in a fixed-cost plan - no surprises when you receive the invoice!***



The enclosed proposal is based on our current understanding of your project needs. We would love to collaborate with your team to further refine this proposal, if needed. We look forward to working with you!

Respectfully submitted,
Weston Jordan
 PondMedics Family of Brands



Explained. Simply.

Retention ponds come in all sizes, types and configurations. This short video will help explain why these facilities are important and why they need to be maintained.



Click to play video in browser



[Fw

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WESTON JORDAN

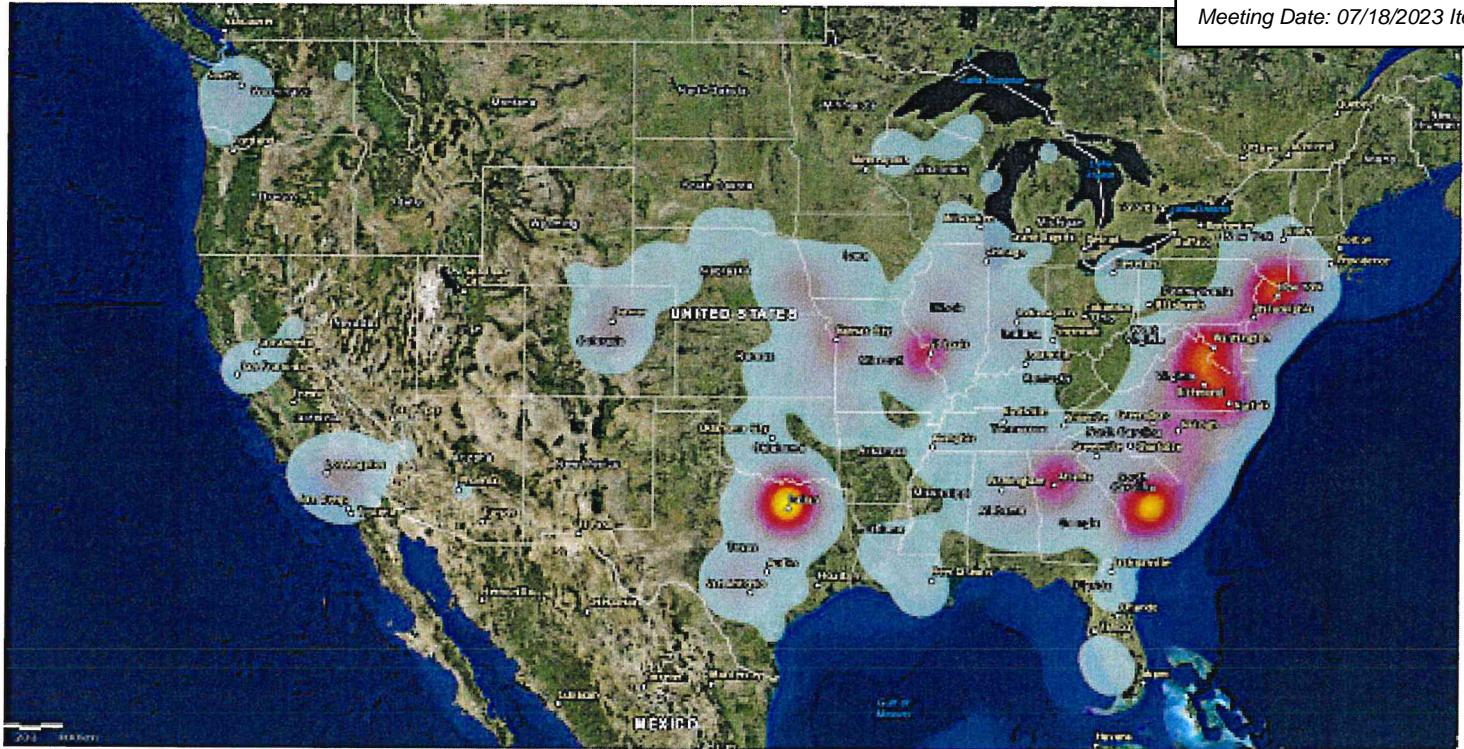
Aquatic Plant Specialist

Fisheries Manager, FP-A

Oklahoma State University, B.S. Fisheries & Aquatic Ecology

Weston has always had a passion for fish and aquatic sciences; so much that he pursued a bachelor's degree in this field. He applies best management practices that he has learned during his degree program everyday at PondMedics for the last few years. Weston belongs to the American Fisheries Society; he holds an associate fisheries professional certification while working towards the full professional certification.





17 years and 3,000+ projects

OUR CLIENTS INCLUDE:

- Engineering firms
- Environmental consultants
- Government agencies
- Homeowners/property associations
- Property management companies
- Commercial and retail property owners and managers
- Private land owners
- Dredging and construction contractors
- Municipalities
- Water treatment plants
- Golf courses
- Marinas
- Power plants
- Manufacturing and chemical plants

What is covered in my service?

Scope of Work

Based on the needs described by the client, PondMedics is going to perform detention pond maintenance activities for the facilities outlined in this proposal. This work will result in well-maintained and functional detention basins.

<u>Service</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly Site Visits	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Monthly Trash Pick Up	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
*Herbaceous Fish Stocking	N	N	N	Y	N	N	N	N	N	N	N	N
Aquatic Weed Detection	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Algaecide Application	N	N	WA	N								
Macrophyte Application	N	N	WA	N								

[RW

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Bacteria	N	N	WA	N								
Treatments												
Fountain	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Performance												
Review*												
Reports	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N

*Stocking timeline is determined by weather and fish availability. The projected month is displayed but is subject to change as weather and fish availability shift.

*Fountain performance reviews performed when fountains are present.

Y = Yes, N = No, WA = When Applicable

Service Description

Monthly Site Visits	Once-per-month site visits will be made during defined months to assess current pond conditions, apply scheduled treatments, and/or perform submergent vegetation detection.
Monthly Trash Pick up	Pick up of trash from pond bank for offsite disposal. Trash includes plastics, styrofoams, etc.
Herbaceous Fish Stocking	Stocking of tilapia for algae control. These fish actively feed on algae through the Spring, Summer and Fall.
Submergent Vegetation Detection	Uses techniques/equipment such as grapple hook, rake, sonar sampling and/or visual observation, PondMedics biologists and/or technicians will determine the current growth rate of vegetation, if any, along the pond bottom.
Algaecide Application	In the defined months, a proactive, scheduled algaecide application will be performed to control algae such as planktonic, filamentous, bluegreens and chara.
Macrophyte Application	In the defined months, a proactive, scheduled aquatic herbicide application will be performed to control submergent macrophytes (all plants not including algae) such as bushy pondweed, coontail, hydrilla and American floating pondweed.

[initials]

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Reports	In the defined months, a monthly report will sent regarding the current condition and activities performed throughout that month. This reporting will be sufficient for the record keeping requirements of the Texas Department of Agriculture (TDA) as well as TCEQ.
Aquatic Weed Detection	Using techniques such as a grapple hook, rake, sonar sampling and/or visual observation, PondMedics biologists and/or technicians will determine the current growth rate, if any, of vegetation, if any, is occurring on the bottom of the pond. This will be performed once per month during the regularly scheduled visit for that month.
Aquatic Weed Detection	Using techniques such as a grapple hook, rake, sonar sampling and/or visual observation, PondMedics biologists and/or technicians will determine the current growth rate, if any, of vegetation, if any, is occurring on the bottom of the pond. This will be performed once per month during the regularly scheduled visit for that month.
Phoslock	Phoslock sequesters phosphorous in the water column and substrate. The goal is to apply Phoslock early to "starve" aquatic weeds of vital nutrients, therefore inhibiting their growth. This is not a cure-all product though.
Fountain Performance Review	Testing of fountain amperages and voltages to ensure they are operating within manufacturers/expected specifications. This provides the community the opportunity to repair the fountain prior to a requiring a fountain replacement.

Stocking with sport fish - ponds will be stocked with appropriate stocking rates of sport fish on both ponds at the request of the client. Pricing will be based on market price of the fish plus delivery cost. This is recommended to be done in the spring or fall.

Tilapia stocking - ponds will be stocked with tilapia each year as included in the proposal. This will help keep down on the algae growth in both ponds as the tilapia's main food source is algae.

Silt removal - removal of siltation from the pond will be as needed upon request. Pricing will be based on market price at the time of the request.

Compensation

DESCRIPTION	PRICE	QTY	SUBTOTAL
Whitestone Estates HOA Proactive Pond Maintenance Plan		12	
<p>PondMedics Proactive Pond Maintenance Plan includes monthly visits March-November with treatments when needed to stay on top of vegetation growth and nutrient loads in the ponds. This is an all-inclusive plan with fixed monthly prices in which you are playing for clean, healthy ponds year-round. Technicians will monitor vegetation and algae growth upon each visit and treat accordingly to keep the ponds clean. Total cost is prorated into 12 equal monthly payments.</p> <p>Tilapia stocking, trash collection and fountain checks will be included as well.</p>			
TOTAL			

DETENTION BASIN/POND SERVICES AGREEMENT

This Detention Basin/Pond Services Agreement (the "Agreement") is effective June 19, 2023,

BETWEEN: **POND MEDICS INCORPORATED** ("PondMedics" or "Provider"), a company organized and existing under the laws of Texas, with its head office located at:

*1251 Legacy Drive
Prosper
Texas 75078*

AND: **Whitestone Estates HOA** (the "Client"), an Individual residing at/a company organized and existing under the laws of the Texas, with its head office located at:

Whitestone Estates HOA

PREAMBLE

WHEREAS PondMedics is a design build civil engineering company specialized in the engineering, management and providing consulting services to private and public surface water owners and managers;

WHEREAS Client wishes to hire the services of PondMedics as per the terms in this Agreement; NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

Provider agrees to provide to the Client the services set out in Schedule "A" hereto or any Services Statement (the "Services"). Each Services Statement shall automatically incorporate the provisions of this Agreement. The service statement shall describe the Services to be provided, the price to be paid by Customer, and such additional provisions as the parties may agree upon.

2. COMPENSATION

The Client shall pay Provider for the Services in accordance with the terms set out in Schedule "B" hereto.

[initials]

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PondMedics reserves the right to change the prices as new pricing is released by product manufacturers at the beginning of each year.

Invoices shall be sent on a monthly basis, via e-mail no later than the last day of each month for the pre-negotiated prorated amount, due, in full, by the 15th day of the following month.

Checks, Credit and debit card are all acceptable methods of Payment. Clients paying via Credit and debit card shall be charged a 3% convenience fee. In the event payment is not received within 30 days of the invoice date, Services shall be suspended until the account is paid in full and is up to date. If payment is not received within 60 days of the invoice date, pursuant to section 3(b) of the Agreement, Client shall still be liable to pay all the fees and charges. Treatment, augmentation and field reports shall be included on each monthly invoice.

3. TERM AND TERMINATION

- a) The initial term of this Agreement ("Term") shall be for a period of 1 year beginning on the approval date, unless terminated earlier in accordance with the provisions hereof. The Term shall be automatically renewed for successive 1 year unless a party sends a written notice of non-renewal to the other party no later than 30 days prior to the expiry of the Term, or of any renewal term, as the case may be.
- b) This Agreement may be terminated by the Client or provider, with proper written notice, upon the occurrence of an event of default. Each of the following constitutes an event of default for the purposes of this Agreement:
 - i) if the Client fails to pay an invoice for more than 60 days;
 - ii) if Provider persistently fails to perform the Services as required hereunder; or
 - iii) if Client or Provider otherwise fails to perform or comply with any material term, condition or covenant of this Agreement;

4. STATUS

It is understood and agreed that this is an agreement for the performance of services and that the relationship of the parties to each other is that of independent contractors. No agency or partnership is created by this agreement. Provider shall not hold itself out as or represent itself to be an agent of the Client. Provider shall not be entitled to any remuneration, rights or benefits other than as set forth in this Agreement and in Schedule "B" hereto, unless otherwise agreed in writing by both parties in the Services Statement.

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5. CONFIDENTIALITY AND EXCLUSIVITY

- a) Each party shall take all reasonable action and shall take at least the same precautions as it takes to prevent the disclosure of its own confidential information, to prevent the disclosure to third parties of the Confidential Information. Each party shall only have the right to disclose the Confidential Information to its officers, directors, employees, agents and consultants for the purposes authorized herein. Each party shall, prior to disclosing the Confidential Information or portion thereof to any such person, issue appropriate instructions to them to ensure that such persons are aware of their obligation to comply with the confidentiality and use obligations and restrictions contained in this Agreement. If each party has taken all such reasonable steps it shall not be responsible if such Confidential Information or any part thereof should be divulged to any third party by reason of honest mistake or dishonest appropriation by any of each party's agents or employees.
- b) For the purposes of this Section 5, "Confidential Information" means all confidential information provided by a Party hereunder provided or any private affairs of a Party that becomes known to the other party. Confidential Information shall not include any information which:
 - i) is or becomes publicly available through no fault of the disclosing party;
 - ii) is already in the rightful possession of the disclosing party prior to its disclosure to that party;
 - iii) is independently developed by the disclosing party;
 - iv) is rightfully obtained by the disclosing party from a third party;
 - v) is disclosed with the written consent of the other party; or
 - vi) is disclosed pursuant to court order or other legal compulsion.
- c) Provider and the Client hereby acknowledge and agree that:
 - i) the confidentiality covenant set forth in this Section 5 are reasonable in the circumstances and are necessary to protect the interests of the Client and Provider;
 - ii) and in addition to the right of the Client or Provider to claim damages, the breach by Provider and the Client of any of the confidentiality covenant set forth in this Section 5,
 - iii) as the case may be, may cause serious and irreparable harm to the Client or Provider, as the case may be, and in the event of a breach by either party (a "Party in Breach") of any of these provisions,
 - iv) notwithstanding any other provision of this Agreement, the other party (the "Aggrieved Party") shall be entitled, as a matter of right, to seek an injunction against the Party in Breach.
 - v) The provisions of this paragraph shall not be construed so as to be in derogation or limitation of any other remedy, which the Aggrieved Party may have in the event of such a breach.



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d) The provisions of paragraphs 5(a), 5(b) and 5(c) above shall survive the termination of this Agreement.

e) The existence of any claim or cause of action of either party against the other, whether pursuant to this Agreement or otherwise, shall not constitute a defense to the enforcement of the provisions of this Agreement by either party against the other.

6. FORCE MAJEURE

If the performance of this agreement or any of the obligations hereunder is interfered with in whole or in part by reason of any circumstances beyond the reasonable control of PondMedics, including but not limited to heavy storms, hail, wind, snow, sleet or excessive sunlight, any United States Law, order, regulation, ordinance or requirement of any government or legal body or labor unrest, including without limitation, strikes, slow downs, picketing or boycotts, PondMedics shall be excused from such performance on a day by day basis to extent of such interference.

7. SUBCONTRACTS

Provider shall have exclusive responsibility for the selection of service suppliers for the operation of the Services. Provider undertakes and agrees however, that all Services to be performed hereunder shall be performed by Provider. Any modifications to the Services, whether to be provided directly by Provider or a subcontractor, shall not take place without the prior written consent of both parties (as to any such modification, addition and the subcontractor), which consent shall not be unreasonably withheld.

8. INSURANCE

Provider shall carry the following insurance coverages including, but not limited to:

1. General Liability - \$2M aggregate – general liability coverage includes bodily injury and property damage due to waterborne and herbicide application activities
2. Inland Marine policy on all Provider-owned equipment
3. Commercial automobile – covering owned, leased, rented and non-owned vehicles
4. Worker's Compensation – including special USL&H endorsement to be in compliance with the Federal U.S. Longshore and Harbor Workers Act. We also carry a Maritime Sublimit Endorsement for employees who are considered Aquaculture Workers under the Federal Jones Act.

9. INDEMNIFICATION

[RW]

2023-06-15 18:05:26 (ADT)

- a) Provider hereby covenants and agrees to indemnify and save harmless the Client, its directors, officers, employees, agents and representatives (the "Client Indemnified Parties") from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities, expenses, penalties or fines (including reasonable legal fees) which any of the Client Indemnified parties may sustain, incur or suffer and/or which any person including, without limitation, a Subscriber may make or bring against a Client Indemnified Party arising directly or indirectly in any way by reason of, out of, in respect of or in connection with:
 - i) any non-fulfillment of any covenant or agreement on the part of Provider under this Agreement;
 - ii) any incorrectness in or breach of any representation of Provider contained in this Agreement;
 - iii) any act or omission, including, without limitation, any negligence or other tortious act, committed by Provider and its directors, officers, employees, agents and representatives in the performance of its obligations under this Agreement;
 - iv) any untruth, inaccuracy or incorrectness of any of the marketing materials prepared and distributed by Provider pertaining to the Services;
 - v) the Services including, without limitation, the operation, administration or provision thereof.
- b) The Client hereby covenants and agrees to indemnify and save harmless Provider its directors, officers, employees, agents and representatives ("Provider Indemnified Parties") from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities, expenses, penalties or fines (including reasonable legal fees) which any of the Provider Indemnified Parties may sustain, incur or suffer and/or which any person may make or bring against an Provider Indemnified Party arising directly or indirectly in any way by reason of, out of, in respect of or in connection with any covenant or agreement on the part of the Client under this Agreement or any incorrectness in or breach of any representation of the Client contained herein.
- c) Under no circumstances shall Provider's total aggregate liability to Client or any third party arising out of or related to this agreement exceed the amounts paid by Client to Provider under this agreement during the first twelve month period after the effective date of this agreement.

10. NO GUARANTEE OF RESULT

- a) PondMedics is licensed to perform work to public and private waters and ensures its customers that PondMedics will perform the work to the industry's best management practices. However, due to the nature of surface water, storm water, rain events and the like, results cannot be guaranteed. Such factors are out of the control of PondMedics.

11. GENERAL TERMS



2023-06-15 18:05:26 (ADT)

- a) This Agreement, including Schedules "A" and "B" hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.
- b) PondMedics shall not be liable for the work performed by either another contractor or any other person.
- c) No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- d) Neither this Agreement nor any rights or obligations hereunder shall be assignable by any party without the prior written consent of the other party. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.
- e) Any disputes in excess of the maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon Arbitrator. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Parties shall pay all arbitration and court costs, and reasonable Attorney fees on any award.
- f) Each party hereby agrees that upon the written request of the other party, it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as the other party may from time to time reasonably request be done and/or executed as may be required to effect to the purposes of this Agreement and to carry out the provisions hereof.
- g) Any notice required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered in person during normal business hours of the recipient on a business day or sent by first class mail, postage prepaid, or by email, as follows:
 - i) in the case of a notice to the Client to:

Whitestone Estates HOA



2023-06-15 18:05:26 (NDT)

ii) in the case of a notice to Provider to:

PondMedics, Inc.
PO Box 1147
Prosper, TX 75078

Email: beth@pondmedics.com
Attention: Beth Proctor
Title: Contracts Manager

and shall be conclusively deemed to have been given and to have been received on the following business day, if so delivered or sent by Email, and on the third business day following the mailing thereof, if so mailed (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause). Addresses for notice may be changed by giving notice in accordance with the foregoing.

h) This Agreement shall be governed by and construed in accordance with the law of the State of Texas and shall be treated, in all respects, as a Texas contract. Each party thereto irrevocably agrees to and submits to the non-exclusive jurisdiction of the Courts of Texas with respect to any matter arising hereunder or related hereto.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above.

Client has read and agreed to the prices, services, notes and precautions prior to PondMedics performing any work relating to the Agreement. Client accepts in good faith that PondMedics is qualified and capable of performing the work in a safe and effective manner. In no way, whether expressed or implied, do I hold PondMedics liable for adverse circumstances arising from pond/lake maintenance activities. Any issues arising separate outside this scope of services shall be dealt with and contracted on a separate basis.

CLIENT


2023-06-15 10:05:26 (NOT)

Authorized Signature
Preston Walhood

PROVIDER


2023-06-19 09:11:49 (NOT)

Authorized Signature
Weston Jordan

BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E., CFM
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.

July 14, 2023

Mr. Gary Machdo
Director of Public Works
5700 East Parker Road
Parker, Texas 75002

Re: Whitestone 5&6

Dear Mr. Machado:

On Tuesday July 11, 2023, we accompanied you on a follow up inspection of the Whitestone Phase 5&6 subdivision project. Items on the previous punch list have been completed except for rework of one area. On July 13, 2023, you confirmed the rework of that identified area has been completed to your satisfaction.

We offer no further comments and recommend acceptance of the completed work.

Sincerely,

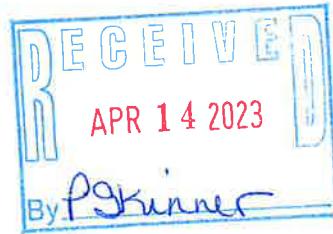


John W. Birkhoff, P.E.



April 14, 2023

City of Parker
c/o Gary Machado
Public Works Director
5700 Parker Road,
Parker, Texas 75002



RE: Whitestone – Phase 5 Addition
Construction Completion Confirmation

Mr. Machado,

Construction of the Whitestone – Phase 5/6 Addition to the City of Parker is now complete. It is our determination that all the Lots and subdivision improvements in Phase 5 of the Subdivision have been inspected to be in conformance with the subdivision development plans and specifications for Phase 5/6 of the Subdivision and are free from visible or detectable defect and/or deficiency. I have attached the following documents for your review and confirmation.

- Final Plat & Development Application
- Record Drawings, including contractor notations and trail plan
- Roadway ditch survey confirmations of roadway shoulder and slopes.
 - *Note: all shoulders are minimum 5 feet in width with a slope of 2:1 or less*
- Drainage Channel survey confirmations.
 - *Note: all drainage channel slopes are 4:1 or less*
- Ditch Flowline Exhibit which includes a Culvert Table for each residential lot
- LOMR delivery confirmation from FEMA. LOMR Case Number: 23-06-0949P
- Erosion control has been installed around all headwalls and in all storm sewer flowlines.
- Utility Maintenance Bond from Double R Utilities
- Paving Maintenance Bond from LH Lacy Construction
- Confirmation of Pond Fountain and Aerator installation
- CoServ Gas – Utility Infrastructure Schematic and confirmation that the gas infrastructure has been installed and is pressurized

Whitestone Phase 5 – Construction Completion Confirmation
April 14, 2023
Page 2 of 2

- GCEC Electric – Utility Infrastructure Schematic and confirmation letter that electric infrastructure has been installed and energized

Also, Testing confirmations for Water Infrastructure, Paving Improvements, Storm Sewer and concrete flatwork (rip rap, headwalls, retaining walls & sloped paving) have been transmitted to the City by Testing Contractor, Alpha Testing.

Upon your confirmation of the above referenced items, please schedule the Whitestone – Phase 5 Final Plat for the next available Planning & Zoning meeting.

We appreciate your assistance.



Thomas Moss, P.E.
Pape-Dawson Engineers, Inc.



DEVELOPMENT APPLICATION
City of Parker, Texas

Date Received

Proposed Name of Subdivision: Whitestone Estates Phase 5

Plat Approval Requested	Filing Fee		Filing Fee
Preliminary Plat	<u>\$800.00 + \$30/acre</u>	<input checked="" type="checkbox"/> Final Plat	<u>\$800.00 + \$30/acre = \$6,080</u>
<input type="checkbox"/> Site Plan	<u>\$300.00 + \$25/acre</u>	<input type="checkbox"/> Minor Plat (5 acres or less)	<u>\$500.00 + \$100/lot</u>
<input type="checkbox"/> Replat/Amended	<u>\$500.00 plus \$15/lot</u>	<input type="checkbox"/> Development Plat	<u>\$300.00 + \$30/acre</u>

Physical Location of Property: East 700' of Whitestone Drive along Belvedere Drive (2500' North of Parker Road and Dublin Intersection) (Address and General Location – Approximate distance to the nearest existing street corner)

Brief Legal description of Property (must attach accurate metes and bound description to application):

Thomas Estes Survey, Abstract 298 and George W Gunnell Survey, Abstract 350, Collin County, Texas
 (Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: 175.933 acres Existing # of Lots/Tracts: 95 Lots Existing ORD. 726 (4/21/2015)
 If a PD, include the Ordinance with application)

Property Owner's Name: Donihoo Farms, LTD. **Phone Number:** 214-368-0238

Applicant/Contact Person: Stephen L. Sallman **Title:** Manager

Company Name: Donihoo Farms, LTD.

Street/Mailing Address: 4040 N Central Expressway, Suite 850 City: Dallas State: Texas Zip: 75204

Phone: 214-368-0238 Fax: 214-368-0812 Email Address: ssallman@warnergroupp.com

Engineering Company: Dowdley Anderson & Associates, a Pape Dawson Company

Contact Person: Thomas Moss Title: Project Manager

Street/Mailing Address: 5225 Village Creek Dr., Suite 200 City: Plano State: Texas Zip: 75093

Phone: 972-931-0694 Fax: 972-941-8401 Email Address: tmooss@pape-dawson.com

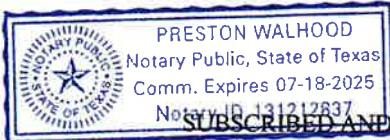
**** READ BEFORE SIGNING BELOW:** If there is more than one property owner, complete a separate sheet with the same wording as below. The City requires all Original Signatures. If applicant is other than the property owner, a "Power of Attorney" with original, notarized signatures is required.

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, a Notary Public, on this day personally appeared Stephen L. Sallman, Manager of Donihoo Farms, Ltd. the undersigned applicant, who, under oath, stated the following:

"I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."



Stephen L. Sallman
 Owner / Agent (circle one)

13th day of April, 2023

Notary Public in and for the State of Texas:

Over

SUBMITTAL DEADLINES: Twenty eight (28) days prior to the Planning and Zoning Commission Meeting Date. Planning and Zoning Commission meets the second and fourth Thursday of each month.

SUBMISSIONS. Failure to submit all materials (including three sets of bound engineering plans) to the City with this application will result in delays scheduling the agenda date. Submit twelve (12) FOLDED to 8 1/2" X 11" copies of 24" X 36" prints [1"=100' scale] + electronic version in .jpeg, .tiff, or .pdf format. Applicant is to submit a complete copy of this application and drawings to the City Engineer

ALL APPLICATIONS MUST BE COMPLETE BEFORE THEY WILL BE PLACED ON A CITY AGENDA. It is the applicant's responsibility to be familiar with and to comply with, all City submittal requirements in the Zoning and Subdivision Ordinance (www.parkertexas.us), and any separate submittal policies, requirements and/or checklists that may be obtained from City staff)

NOTICE OF PUBLIC RECORDS: The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e. copy) such documents.

SUBMITTAL FEES: All fees are due and payable at the time of application, except inspection, engineering and legal fees, which are due at the time of pre-Construction meeting with the City. No construction shall take place prior to the pre-construction meeting and submission of certified construction cost bid(s) by the contractor(s) and Owner. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

City Contact Information:

Public Workers Superintendent
 City of Parker, Texas
 5700 E. Parker Road * Parker, Texas 75002
 Phone 972-442-6811 * Fax 972-442-2894 * www.parkertexas.us

OFFICE USE ONLY This submittal meets the City of Parker's requirements per City ordinances for processing.

Signature

Title

OFFICIAL SUBMISSION DATE

Fees Paid \$ _____ Check # _____ From : _____

P&Z Agenda Date: _____ Action: _____ CC Agenda Date: _____ Action: _____

Current Zoning: _____ Ordinance Number: _____ Date Approved: _____

Staff Comments forwarded to applicant on: _____ Revisions Due no later than: _____

Plans routed for review on _____, to: Public Works Director

City Engineer

Building Official

Fire Department

Public Hearing Required: Yes No

Paper Notice _____ (date) _____

Written Notice _____ (date) _____

City of Parker * 5700 E. Parker Road, Parker, Texas 75002 972-442-6811 Fax 972-442-2894 www.parkertexas.us

Donihoo Farms, Ltd.
4040 N Central Expwy
Suite 850
Dallas, TX 75204

Bank of Texas
Dallas, Texas
32-1432/1110

1476

April 13, 2023

PAY TO THE City of Parker

\$ 6,080.00

Six Thousand Eighty and no/100

DOLLARS

MEMO Final Plat Application - Whitestone 5

AUTHORIZED SIGNATURE

1476

1476

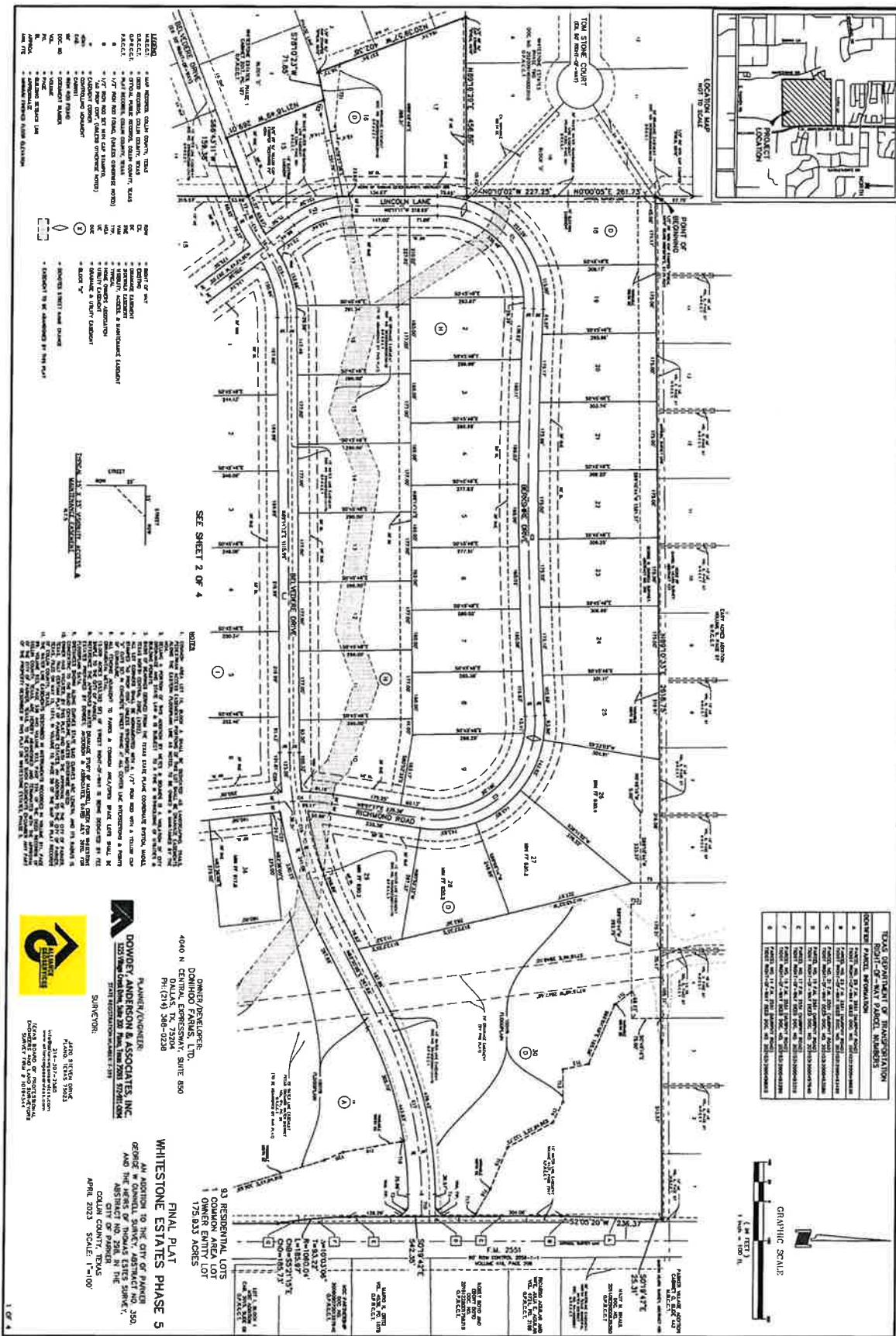
Final Plat Application Fee - Whitestone 5
\$800.00 + \$30 per acre = \$6,080

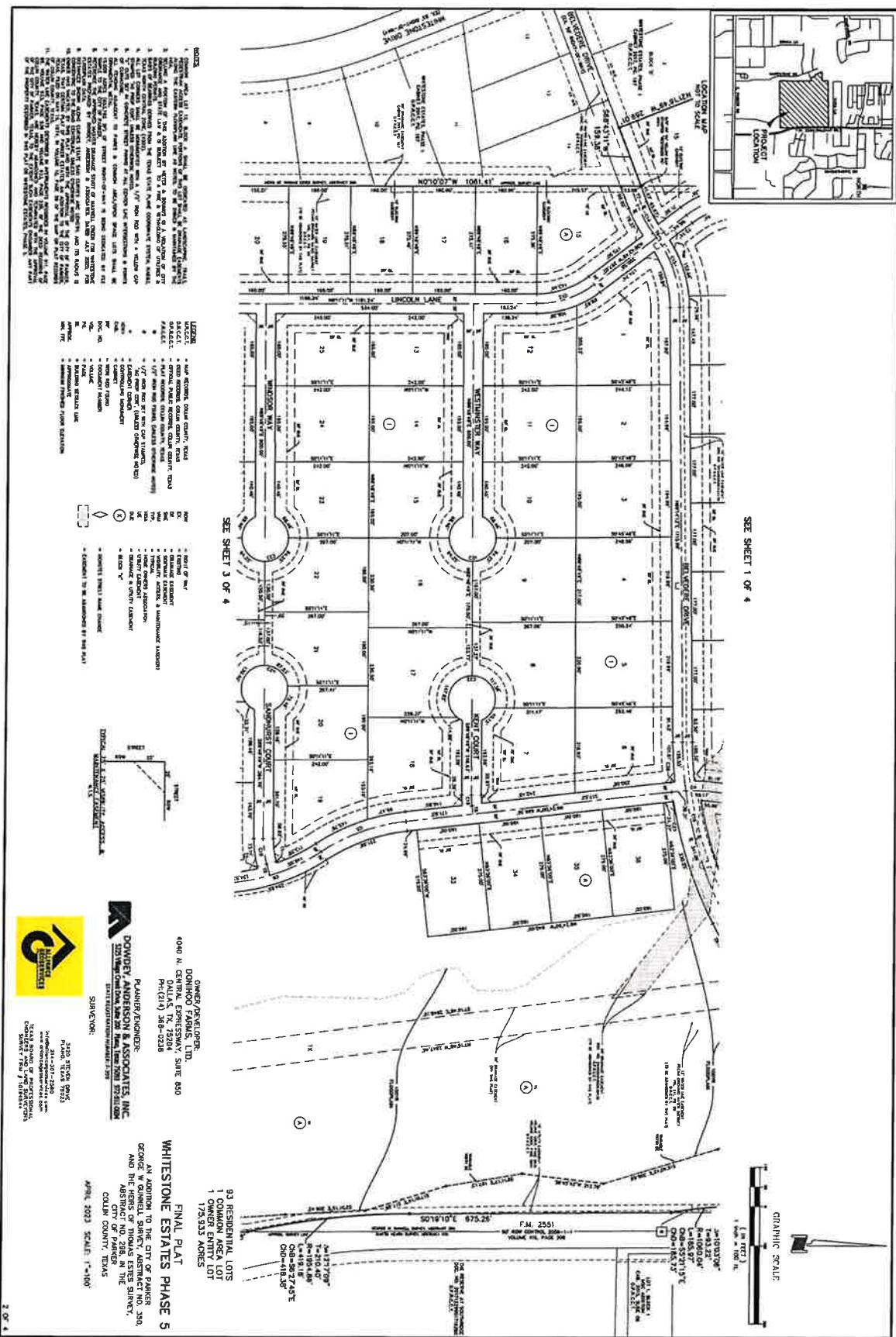
\$6,080.00

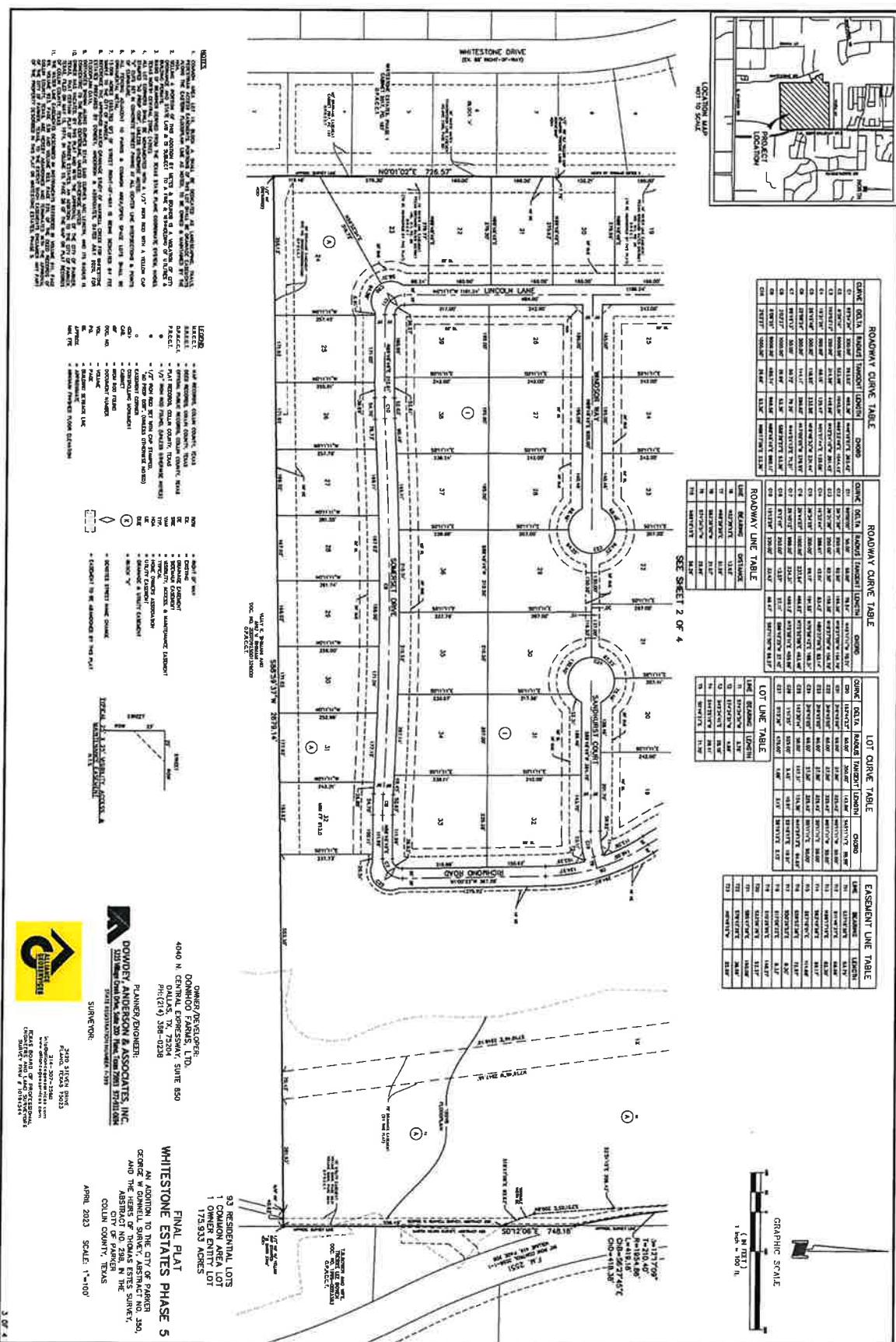
Final Plat Application - Whitestone 5
\$800 + \$30 per acre = \$6,080

\$6,080.00

1476







WHITESTONE PHASE 5 – METES AND BOUNDS

BEING a tract of land situated in the HEIRS OF THOMAS ESTES SURVEY, ABSTRACT 298, and the GEORGE W. GUNNELL SURVEY, ABSTRACT 350, Collin County, Texas, and being all of that tract of land conveyed in Deed to Donihoo Farms, Ltd., according to the document of record filed in Document Number 20170726000981160, Official Public Records, Collin County, Texas, and being a portion of that tract of land conveyed in Deed to Donihoo Farms, Ltd., according to the document of record filed in Document Number 20150630000791540, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "AG PROP COR" set on the south line of EASY ACRES ADDITION, an Addition to the City of Parker, Collin County, Texas, according to the Plat of record filed in Volume 6, Page 87, Map Records, Collin County, Texas, and the east line of WHITESTONE ESTATES PHASE 2, an Addition to the City of Parker, Collin County, Texas, according to the Plat of record filed in Document Number 20200914010003510, Official Public Records, Collin County, Texas, from which a found 1/2" iron rod with cap stamped "O'Neal 6570", bears N 00° 00' 05" E, a distance of 97.75 feet for the northeast corner of said WHITESTONE ESTATES PHASE 2;

THENCE N 89° 10' 33" E, along the north line of said Donihoo Farms, Ltd. tract, and the south line of said EASY ACRES ADDITION tract, a distance of 2,618.75 feet to a 1/2" iron rod set with cap stamped "AG PROP COR" in the west line of Farm to Market Road 2551 (F.M. 2551), a 90' right-of-way, recorded in Control 2056-1-1, Volume 41, Page 208, for the northeast corner of said Donihoo Farms, Ltd. tract;

THENCE Southerly, along the east line of said Donihoo Farms, Ltd. tract and the west right-of-way line of said F.M. 2551, the following courses and distances:

S 00° 19' 47" E, a distance of 25.31 feet to a 1/2" iron rod set with cap stamped "AG PROP COR";

S 02° 05' 20" E, a distance of 236.37 feet to a 1/2" iron rod set with cap stamped "AG PROP COR";

S 00° 19' 42" E, a distance of 542.35 feet to a 1/2" iron rod set with cap stamped "AG PROP COR" at the beginning of a curve to the left, having a central angle of 10° 03' 06", a radius of 1,060.04 feet and a chord bearing and distance of S 05° 21' 15" E, 185.73 feet;

Along said curve to the left, an arc distance of 185.97 feet to a 1/2" iron rod set with cap stamped "AG PROP COR";

S 00° 19' 10" E, a distance of 675.26 feet to a 1/2" iron rod found at the beginning of a curve to the left, having a central angle of 12° 17' 09", a radius of 1,954.86 feet and a chord bearing and distance of S 06° 27' 45" E, 418.38 feet;

Along said curve to the left, an arc distance of 419.18 feet to a 1/2" iron rod set with cap stamped "AG PROP COR";

THENCE S 00° 12' 06" E, continuing along the east line of said Donihoo Farms, Ltd. tract, a distance of 748.18 feet to a 1/2" iron rod with a yellow cap stamped "JE SMITH 3700" found for the southeast corner of said Donihoo Farms, Ltd. tract, and an interior ell corner of that tract of land conveyed in Deed to T.R. Bowen and wife, Tressie Lee Bowen, according to the document of record filed in Document Number 1995-0023383, Official Public Records, Collin County, Texas;

THENCE S 88° 59' 37" W, along the south line of said Donihoo Farms, Ltd. tract, passing at a distance of 40.62 feet, a 5/8" iron rod found at the common northeast corner of that tract of land conveyed in Deed to Vijay K. Bhimani and Anu V. Bhimani, according to the document of record filed in Document Number 20070925001326000, Official Public Records, Collin County, Texas, and continuing in all for a total distance of 2,679.14 feet to a disturbed 1/2" iron rod found at the southwest corner of said Donihoo Farms, Ltd. tract, at the common northwest corner of said Vijay K. B. Bhimani and Anu V. Bhimani tract, and on the east line of Lot 3, Block A, WHITESTONE ESTATES, PHASE 1, an Addition to the City of Parker, Collin County, Texas according to the Plat of Record filed in Cabinet 2017, Slide 187 Official Public Records, Collin County, Texas;

THENCE N 00° 01' 02" W, along the east line of said WHITESTONE ESTATES, PHASE 1, a distance of 726.57 feet to a 1/2" iron rod with yellow cap stamped "PRECISE LAND SURVEYING" found on the east line of lot 7, Block A of said WHITESTONE ESTATES, PHASE 1;

THENCE N 00° 10' 07" W, continuing along said east line, a distance of 1,061.41 feet to a 5/8" iron rod with yellow cap stamped "WESTWOOD PS" found in the north right-of-way line of Belvedere Drive a 50' right-of-way at the southeast corner line of said Donihoo Farms, Ltd., (Document Number 20150630000791540)

THENCE S 68° 43' 11" W, along the north right-of-way line of said Belvedere Drive, a distance of 159.38 feet to a 1/2" iron rod with cap stamped "AG PROP COR" set at the southeast corner of Lot 2, Block D of said WHITESTONE ESTATES, PHASE 1;

THENCE Along the east line of said WHITESTONE ESTATES, PHASE 1, the following courses and distances:

N 21° 16' 49" W, a distance of 269.01 feet to a 1/2" iron rod with cap stamped "AG PROP COR" set;

S 78° 10' 23" W, a distance of 71.85 feet to a 1/2" iron rod with cap stamped "O'NEAL 6570" found at the southeast corner of Lot 2, Block D, of said WHITESTONE ESTATES, PHASE 1;

THENCE N 20° 39' 57" W, a distance of 402.38 feet to a 1/2" iron rod with cap stamped "O'NEAL 6570" found on the south line of Lot 8, Block D, for the northeast corner of Lot 5, Block D of said WHITESTONE ESTATES, PHASE 2;

THENCE N 89° 16' 29" E, along the south line of said WHITESTONE ESTATES, PHASE 2, a distance of 456.86 feet to a 1/2" iron rod with cap stamped "AG PROP COR" set in the west line of said Donihoo Farms, Ltd. tract (Document Number 20170726000981160), at the northeast corner of said Donihoo Farms, Ltd. tract (Document Number 20150630000791540), and the southeast corner of Lot 9, Block D, of said WHITESTONE ESTATES, PHASE 2;

THENCE along the east line of said WHITESTONE ESTATES, PHASE 2, the following courses and distances:

N 00° 10' 10" W, a distance of 227.25 feet to a 1/2" iron rod with cap stamped "AG PROP COR" set;

N 00° 00' 05" E, a distance of 261.73 feet to the POINT OF BEGINNING, and containing 175.933 acres of land, more or less.

20150630000791540 06/30/2015 09:20:37 AM D1 1/7

SPECIAL WARRANTY DEED

15/ITC/ 1424445 A-COM/CCT with Vendor's Lien

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

§

COUNTY OF COLLIN

§

Date:

June 25, 2015

Grantor:

Travis Parker Associates, Ltd.,
a Texas limited partnership

Grantor's Address:

3801 North Capital of Texas Highway
Suite E-240-206
Austin, Texas 78746-1482

Grantee:

Donihoo Farms, Ltd.,
a Texas limited partnership

Grantee's Address:

4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206

Lender:

Frost Bank

Lender's Address:

P. O. Box 1600
San Antonio, Texas 78296

Consideration:

TEN DOLLARS (\$10.00) cash and other good and valuable consideration, together with the further consideration of the execution and delivery by Grantee of the Note to Lender, further identified below.

Real Property
(including any improvements)
(the "Property" herein):

All that certain tract or parcel of land being 150.38 acres, more or less, lying and being situated in the City of Parker, Collin County, Texas, a part of the THOMAS ESTES SURVEY, ABSTRACT No. 298, and being and including all that same land conveyed to Parker Estates Associates as evidenced by a deed recorded in Volume 1901, Page 930, of the Collin County Land Records, said tract or parcel of land is described in Exhibit "A" attached hereto.

Reservations From Conveyance & Warranty:

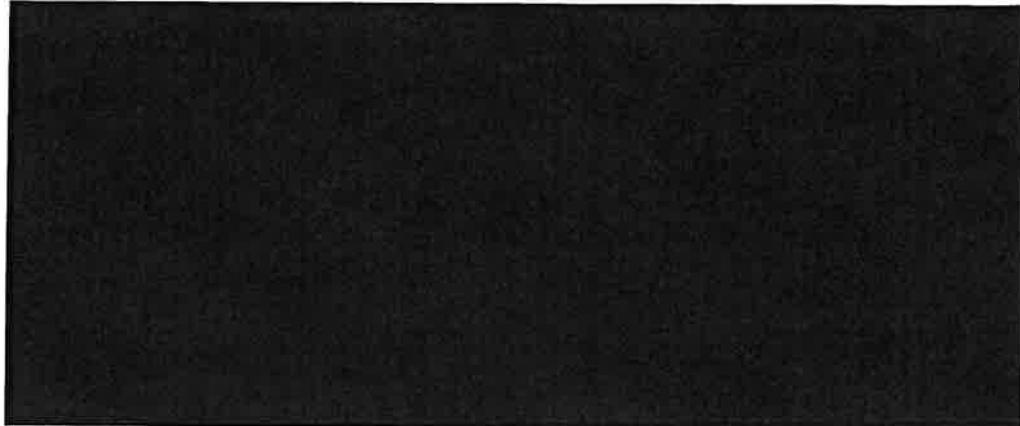
None.

Exceptions to Conveyance & Warranty:

Post-Closing Agreement between Grantor and Grantee, dated of even date herewith, as evidenced by Memorandum of Post-Closing Agreement between Grantor and Grantee recorded in the Collin County Land Records in Collin County, Texas. The Post-Closing Agreement is expressly superior to (a) the Vendor's Lien reserved herein, and (ii) any lien or encumbrance that Grantee may grant on the Property.

Grantee is taking the Property "AS-IS" with any and all latent and patent defects. There is no warranty by Grantor that the Property is fit for a particular purpose. Grantee acknowledges that it is not relying upon the accuracy or completeness of any representation, brochure, rendering, promise, statement, or other assertion or information with respect to the Property made or furnished by or on behalf of, or otherwise attributed to, Grantor or any of its agents, employees, or representatives, any and all such reliance being hereby expressly and unequivocally disclaimed, but is relying solely and exclusively upon its own experience and its independent judgment, evaluation, and examination of the Property. Grantee further unequivocally disclaims (i) the existence of any duty to disclose on the part of Grantor or any of its agents, employees, or representatives and (ii) any reliance by Grantee on the silence or any alleged non-disclosure of Grantor or any of its agents, employees, or representatives. Grantee takes the Property under the express understanding that there are no express or implied warranties (except for limited warranties of title set forth in the conveyance section below). Grantee expressly acknowledges that no promise or agreement which is not herein expressed has been made to it and hereby disclaims any reliance upon any such alleged promise or agreement. This provision was freely negotiated and played an important part in the bargaining process for the Property. Grantee has agreed to disclaim reliance on Grantor and to accept the Property "as-is" with full awareness that the Property's prior uses or other matters could affect its condition, value, suitability, or fitness; and by acceptance of this deed, Grantee confirms that Grantee is hereby assuming all risk associated therewith. Grantee understands that the disclaimers of reliance and other provisions contained herein could limit any legal recourse or remedy Grantee otherwise might have.

In addition, this conveyance is subject to those matters set forth on Exhibit "B" attached hereto and incorporated herein.



Ad Valorem Taxes:

Ad valorem taxes for the Property for the current year having been prorated between Grantor and Grantee, payment thereof, is assumed by Grantee. Notwithstanding the foregoing, all Rollback and Supplemental Taxes against the Property, for periods before or after the date of this Deed, shall be paid by Grantee (except that if any Rollback and Supplemental Taxes on the Property were triggered before the date of this Deed by acts of Grantor, they shall be paid by Grantor). As used herein, the term "Rollback and Supplemental Taxes" shall mean any assessments or taxes that may be levied or assessed against the Property by a governmental authority for periods prior to or after the date of this Deed resulting from a change in use or ownership of the Property, or a waiver, lapse, or denial of any special tax exemption for the Property.

Conveyance:

Grantor, for the consideration and subject to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, if the claim is by, through or under Grantor, but not otherwise, except as to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above.

Terms:

When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

[Signature page follows]

GRANTOR:

Travis Parker Associates, Ltd.,
a Texas limited partnership

By its General Partner:
Travis Ridge Investments, LLC,
a Texas limited liability company

By: 
C. Michael Bowen, Sr., Managing Member

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Eagle

This instrument was acknowledged before me on June 24, 2015, by C. Michael Bowen, Sr., as Managing Member of Travis Ridge Investments, LLC, a Texas limited liability company, the General Partner of Travis Parker Associates, Ltd., a Texas limited partnership, on behalf of said limited partnership.

DAVIN M. STEWART-SHEAFFER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994012137
MY COMMISSION EXPIRES MAY 5, 2019

Notary Public in and for the State of Texas - COLORADO

After Recording, Please Return to:

Donihoo Farms, Ltd.,
4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206
Attn: Stephen L. Saffman

EXHIBIT "A"
Legal Description of Property

J.E. SMITH
TEXAS LICENSED SURVEY FIRM No. 101060-00
5269 HWY 377 South, Aubrey, Texas 76227
jesmith@cebridge.net
(940) 365-9289

150.38 ACRE TRACT

W.O. 4069W-14

All that certain tract or parcel of land lying and being situated in the City of Parker, Collin County, Texas, a part of the THOMAS ESTES SURVEY, ABSTRACT NO. 298, and being and including all that same land conveyed to Parker Estates Associates as evidenced by a deed recorded in Volume 1901, page 930 of the Collin County Land Records said tract or parcel of land is herein described as follows; to wit:

BEGINNING at an one-half inch iron rod set (with yellow cap marked "J.E. SMITH 3700" and herein after called an one-half inch iron rod set) for the northeast corner of the said THOMAS ESTES SURVEY, said corner being on the west line of EASY ACRES ADDITION, an addition to Collin County according to the plat thereof recording in Volume 6, page 87 of the Collin County Map Records, said corner also being the southeast corner of a tract described in a deed to Graham Mortgage Corporation as recorded under Clerk's Document No. 20100803000798510;

THENCE with east line of the THOMAS ESTES SURVEY and along an old road, south 01 degrees 18 minutes 21 seconds west 97.68 feet to an one-half inch iron rod found (with cap marked "Precise") for the southwest corner of said EASY ACRES ADDITION and the southeast corner hereof;

THENCE continuing along east line of the THOMAS ESTES SURVEY and with the old road, south 00 degrees 50 minutes 03 seconds west 2111.50 feet to an one-half inch iron rod found (with cap marked "Precise") for the southeast corner hereof, said corner being the northeast corner of a tract described in a deed to Geneva Partners LTD. recorded in Volume 5874, page 2850 of the Collin County Deed Records;

THENCE north 89 degrees 36 minutes 13 seconds west at 2715.56 feet passing the northeast corner of a record 3.00 acre tract (described in a deed recorded in Volume 3873, page 413 of the Collin County Land Records) and in all a total distance of 2855.13 feet to an one-half inch iron rod set for the southeast corner of SYCAMORE ESTATES SUBDIVISION (an addition to the City of Parker, according to the plat thereof recorded in Volume 11, page 59 of the Collin County Map Records), said corner being the southwest corner hereof;

THENCE along the east line of said SYCAMORE ESTATES SUBDIVISION, north 01 degrees 42 minutes 07 seconds east 344.20 feet to an one-half inch iron rod found for a re-entrant corner hereof, said corner being the northeast corner of Lot 3, Block A of said SUBDIVISION;

THENCE north 89 degrees 57 minutes 13 seconds west 132.47 feet to an one-half inch iron rod found at the southeast termination corner of Sycamore Lane for ell corner hereof, said corner being a re-entrant corner of said SYCAMORE ESTATES SUBDIVISION;

THENCE continuing with the east line of said SYCAMORE ESTATES SUBDIVISION, north 00 degrees 12 minutes 26 seconds east 1857.59 feet to an one-half inch iron rod set for the northwest corner hereof, said corner being the northeast corner of Lot 7, Block B of said SUBDIVISION;

THENCE south 89 degrees 44 minutes 41 seconds east passing the southeast corner of a tract described in a deed of RVW Surchase LP described in a deed recorded under Clerk's Document No. 201409160001004670 and in all a total distance of 3003.58 feet to the Place of BEGINNING and containing 150.38 acres of land.

UNOHE CII

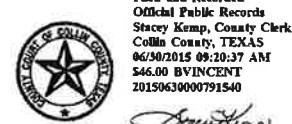
EXHIBIT "B"
List of Permitted Exceptions

1. Restrictive Covenants contained in Volume 10, Page 28, Plat Records, Collin County, Texas.
2. Water pipeline easement to Pecan Orchard Water Supply recorded in Volume 913, Page 536, Real Property Records, Collin County, Texas, and as shown on the survey prepared by James E. Smith, II, dated October 29, 2014.
3. Water pipeline easement to Pecan Orchard Water Supply recorded in Volume 923, Page 229, Real Property Records, Collin County, Texas, and as shown on the survey prepared by James E. Smith, II, dated October 29, 2014.
4. Waste water transmission facilities easement to North Texas Municipal Water District recorded in Volume 2366, Page 864, Real Property Records, Collin County, Texas, and as shown on the survey prepared by James E. Smith, II, dated October 29, 2014.
5. Ingress and egress rights, if any, associated with roadbed along the east property line of Property as shown on the survey prepared by James E. Smith, II, dated October 29, 2014.

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SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 7



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SPECIAL WARRANTY DEED

with Vendor's Lien 15/ITC/1715886-COM/LMB

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

§

COUNTY OF COLLIN

§

Date:

July 25, 2017

Grantor:

Travis Parker Associates, Ltd., a Texas limited partnership,
formerly known as Parker Estates Associates, a Texas
general partnership

Grantor's Address:

3801 North Capital of Texas Highway
Suite E-240-206
Austin, Texas 78746-1482

Grantee:

Donihoo Farms, Ltd.,
a Texas limited partnership

Grantee's Address:

4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206

Lender:

Travis Parker Associates, Ltd.,
a Texas limited partnership

Lender's Address:

3801 North Capital of Texas Highway
Suite E-240-206
Austin, Texas 78746-1482

Consideration:

TEN DOLLARS (\$10.00) cash and other good and
valuable consideration, together with the further
consideration of the execution and delivery by Grantee of
the Note to Lender, further identified below.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 1

Real Property
 (including any improvements)
 [the "Property" herein]:

All that certain tract or parcel of land being 171.91 acres, more or less, lying and being situated in the City of Parker, Collin County, Texas, a part of the G.W. GUNNELL SURVEY, ABSTRACT No. 350, and being that same land conveyed to Parker Estates Associates by deed recorded in Volume 1909, Page 915, of the Collin County Land Records, said tract or parcel of land designated PARKER ESTATES according to the plat thereof recorded in Cabinet 10, Page 28 of the Collin County Map Records, said tract or parcel of land is described in Exhibit "A" attached hereto.

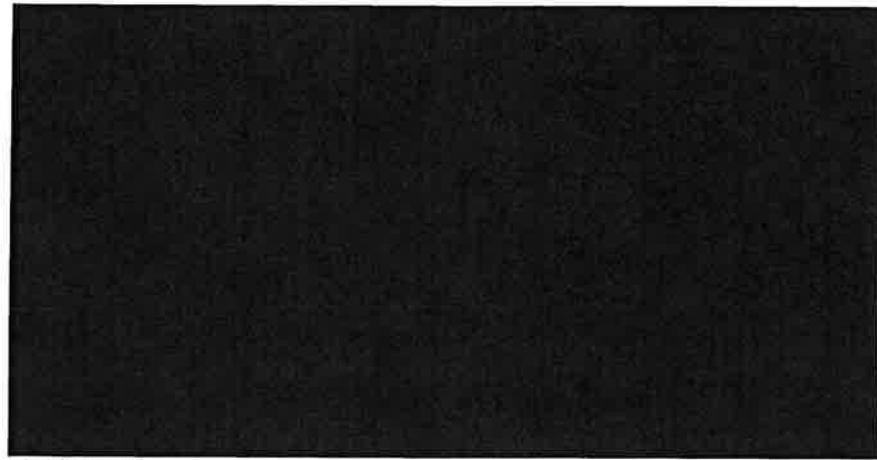
Reservations From Conveyance & Warranty:

None.

Exceptions to Conveyance & Warranty:

Grantee is taking the Property "AS-IS" with any and all latent and patent defects. There is no warranty by Grantor that the Property is fit for a particular purpose. Grantee acknowledges that it is not relying upon the accuracy or completeness of any representation, brochure, rendering, promise, statement, or other assertion or information with respect to the Property made or furnished by or on behalf of, or otherwise attributed to, Grantor or any of its agents, employees, or representatives, any and all such reliance being hereby expressly and unequivocally disclaimed, but is relying solely and exclusively upon its own experience and its independent judgment, evaluation, and examination of the Property. Grantee further unequivocally disclaims (i) the existence of any duty to disclose on the part of Grantor or any of its agents, employees, or representatives and (ii) any reliance by Grantee on the silence or any alleged non-disclosure of Grantor or any of its agents, employees, or representatives. Grantee takes the Property under the express understanding that there are no express or implied warranties (except for limited warranties of title set forth in the conveyance section below). Grantee expressly acknowledges that no promise or agreement which is not herein expressed has been made to it and hereby disclaims any reliance upon any such alleged promise or agreement. This provision was freely negotiated and played an important part in the bargaining process for the Property. Grantee has agreed to disclaim reliance on Grantor and to accept the Property "as-is" with full awareness that the Property's prior uses or other matters could affect its condition, value, suitability, or fitness; and by acceptance of this Deed, Grantee confirms that Grantee is hereby assuming all risk associated therewith. Grantee understands that the disclaimers of reliance and other provisions contained herein could limit any legal recourse or remedy Grantee otherwise might have.

In addition, this conveyance is subject to those matters set forth on Exhibit "B" attached hereto and incorporated herein.



Ad Valorem Taxes:

Ad valorem taxes for the Property for the current year having been prorated between Grantor and Grantee, payment thereof, is assumed by Grantee. Notwithstanding the foregoing, all Rollback and Supplemental Taxes against the Property, for periods before or after the date of this Deed, shall be paid by Grantee (except that if any Rollback and Supplemental Taxes on the Property were triggered before the date of this Deed by acts of Grantor, they shall be paid by Grantor). As used herein, the term "Rollback and Supplemental Taxes" shall mean any assessments or taxes that may be levied or assessed against the Property by a governmental authority for periods prior to or after the date of this Deed resulting from a change in use or ownership of the Property, or a waiver, lapse, or denial of any special tax exemption for the Property.

Conveyance:

Grantor, for the consideration and subject to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, if the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above.

Terms:

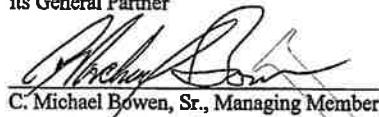
When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

GRANTOR:

Travis Parker Associates, Ltd.,
a Texas limited partnership

By: Travis Ridge Investments, LLC,
a Texas limited liability company,
its General Partner

By:


C. Michael Bowen, Sr., Managing Member

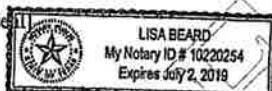
NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

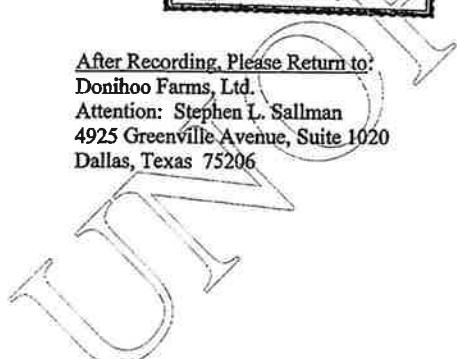
This instrument was acknowledged before me on July 21, 2017, by C. Michael Bowen, Sr., as Managing Member of Travis Ridge Investments, LLC, a Texas limited liability company, the General Partner of Travis Parker Associates, Ltd., a Texas limited partnership, on behalf of said entities.

[Notary seal]




Notary Public in and for the State of Texas

After Recording, Please Return to:
Donihoo Farms, Ltd.
Attention: Stephen L. Sallman
4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206


SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 4

EXHIBIT "A"**LEGAL DESCRIPTION OF PROPERTY**

J.E. SMITH
TEXAS LICENSED SURVEY FIRM No. 101060-00
5269 HWY 377 South, Aubrey, Texas 76227
jesmith@cebridge.net
(940) 365-9289

171.91 ACRE TRACT

W.O.4069E-14

All that certain tract or parcel of land lying and being situated in the City of Parker, Collin County, Texas, a part of the G.W. GUNNELL SURVEY, ABSTRACT No. 350, and being that same land conveyed to Parker Estates Associates by deed recorded in Volume 1909, page 915 of the Collin County Land Records, said tract or parcel of land being designated PARKER ESTATES according to the plat thereof recorded in Cabinet 10, Page 28 of the Collin County Map Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at a 3/4 inch iron rod set on the west right-of-way line of F.M. Highway No. 2551 at the southeast corner of EASY ACRES ADDITION, an addition to Collin County according to the plat thereof recorded in Volume 6, page 87 of the Collin County Map Records, said corner being the northeast corner of the premises herein described;

THENCE along the west right-of-way line of said F.M. Highway No. 2551, south 00 degrees 41 minutes 57 seconds west 1664.10 feet to an one-half inch iron rod set (with cap marked "J.E. SMITH 3700" herein after called one-half inch iron rod set) at a point of curvature;

THENCE continuing with the west right-of-way line of said F.M. Highway along a curve to the left subtended by an angle of 12 degrees 17 minutes 20 seconds and a radius 1,954.86 feet (having a chord that bears south 05 degrees 26 minutes 43 seconds east 418.48 feet) an arc length of 419.28 to an one-half inch iron rod set on the east line of said GUNNELL SURVEY;

THENCE leaving the right-of-way of said Highway and along the east line of the G.W. GUNNELL SURVEY, south 00 degrees 48 minutes 47 seconds west passing the northwest corner of a 9.723 acre tract described in a deed recorded under Clerk's Document No. 95-0023382 and in all a total distance of 748.16 feet to an one-half inch iron rod set for the southeast corner hereof;

THENCE south 89 degrees 59 minutes 09 seconds west at 40.7 feet passing a 3/4 inch iron rod found at northeast corner of a tract described in a deed to Vijay K. Bhimani as recorded under Clerk's Document No. 20070925001326000, and in all a total distance of 2676.56 feet to an one-half inch iron rod set on the west line of the GUNNELL SURVEY for southwest corner hereof, said corner being the northwest corner of said Bhimani tract;

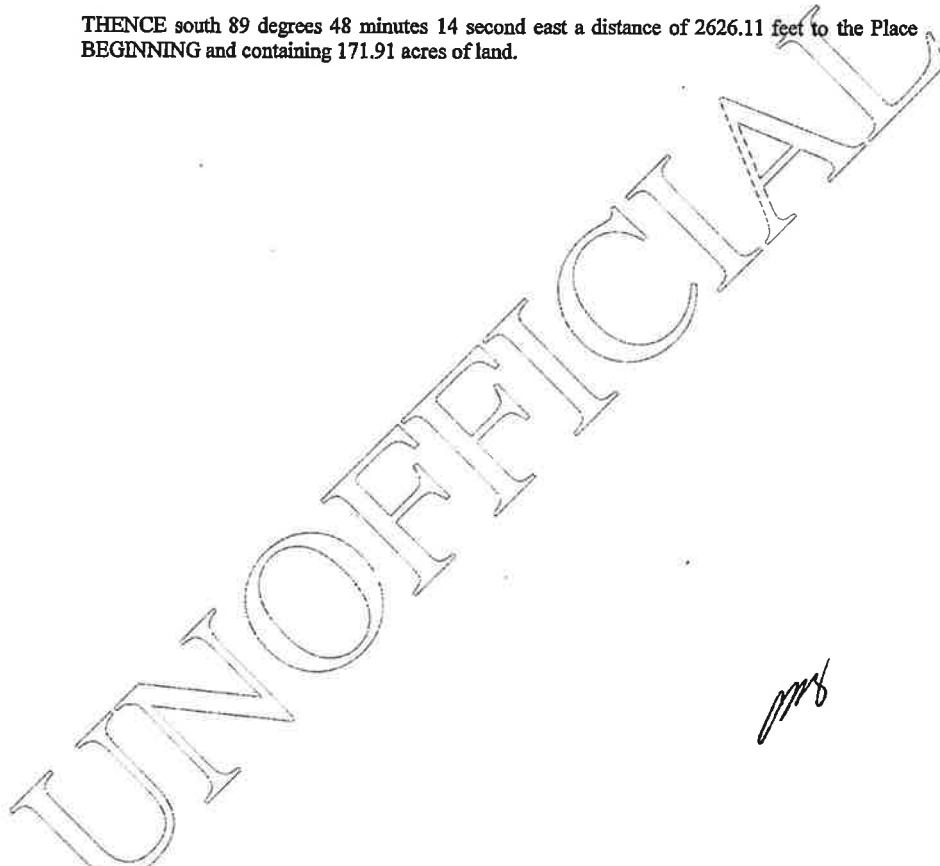
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 5

THENCE with the west line of GUNNELL SURVEY (common with the east line of the THOMAS ESTES SURVEY, ABSTRACT NO. 298) and along an old road, north 00 degrees 51 minutes 49 seconds east 725.80 feet to an one-half inch iron rod found at the northeast corner of a tract conveyed to Geneva Partners LTD described in a deed recorded in Volume 5874, page 2850 of the Collin County Deed Records, said corner being the southeast corner of a tract described in a deed to Parker Estates Associates recorded in Volume 1901, page 930 of the Collin County Land Records;

THENCE continuing with said old road and the west line of the G.W. GUNNELL SURVEY, north 00 degrees 50 minutes 03 second east 2111.50 feet to an one-half inch iron rod found (with cap marked "PERCISE") at the southwest corner of EASY ACRES ADDITION for the northwest corner hereof;

THENCE south 89 degrees 48 minutes 14 second east a distance of 2626.11 feet to the Place BEGINNING and containing 171.91 acres of land.



SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 6

EXHIBIT "B"**LIST OF PERMITTED EXCEPTIONS**

1. Restrictive covenants contained in Volume 10, Page 28, Plat Records, Collin County, Texas.
2. Building setback lines and/or easements as set forth in instrument recorded in Volume 10, Page 28, Map Records, Collin County, Texas.
3. Easement:
Recorded: Volume 911, Page 89, Real Property Records, Collin County, Texas
To: Pecan Orchard Water District
Purpose: Water line
4. Easement:
Recorded: Volume 4437, Page 2547, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
5. Easement:
Recorded: Volume 5069, Page 31, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
6. Easement:
Recorded: Volume 5069, Page 37, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
7. Easement:
Recorded: Volume 5069, Page 41, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
8. Easement:
Recorded: Volume 5069, Page 47, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
9. Terms, conditions, and provisions contained in Easement Agreement for Drainage Facilities:
Recorded: Clerk's File Number 2016012000064580, Official Public Records, Collin County, Texas
Parties: Travis Parker Associates, Ltd. and Donihoo Farms, Ltd.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 7

10. Terms, conditions, and provisions contained in Easement Agreement for Water Facilities:
Recorded: Clerk's File Number 20160825001124170, Official Public Records, Collin
County, Texas
Parties: Travis Parker Associates, Ltd. and City of Parker

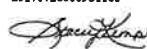
UNOFFICIAL

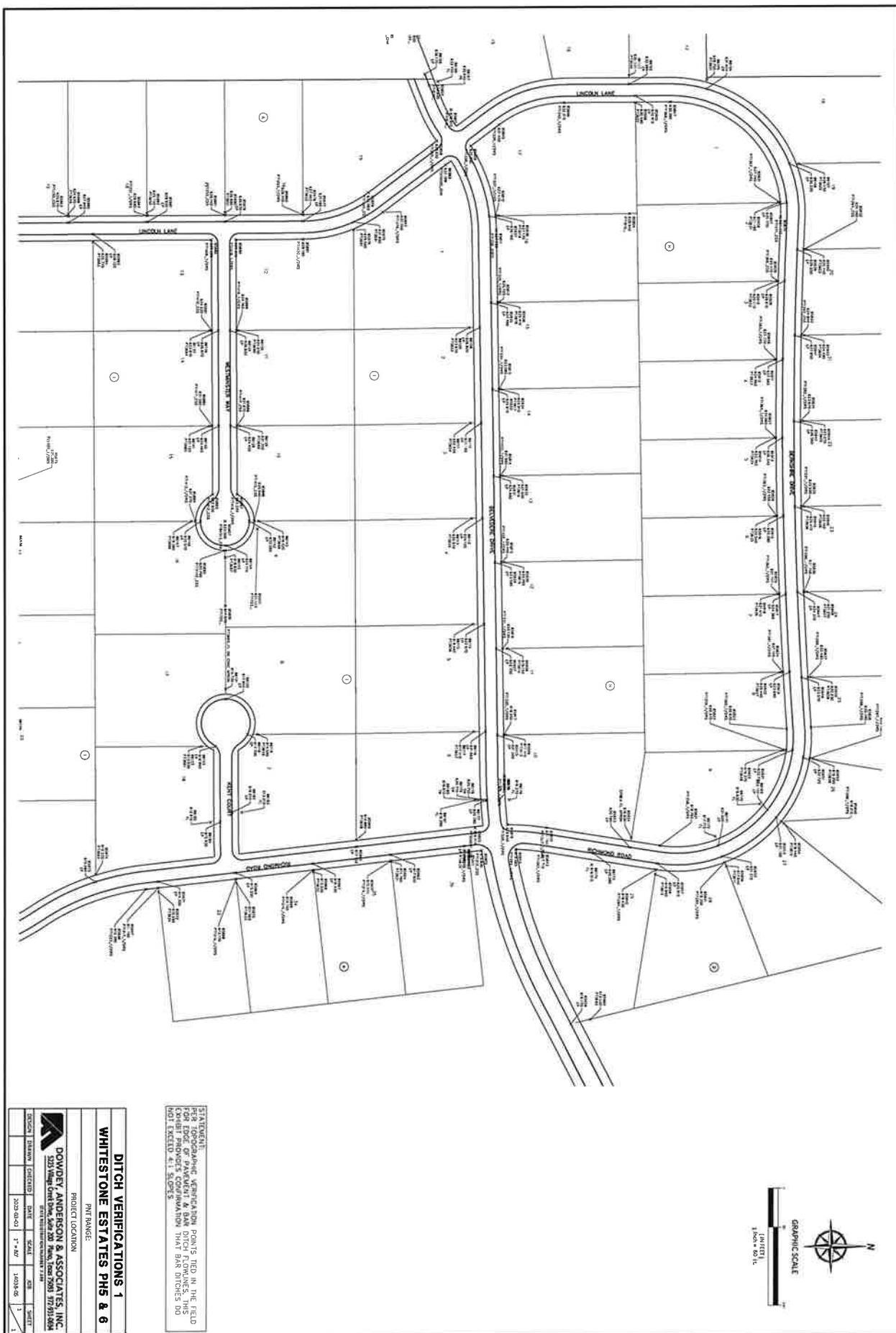


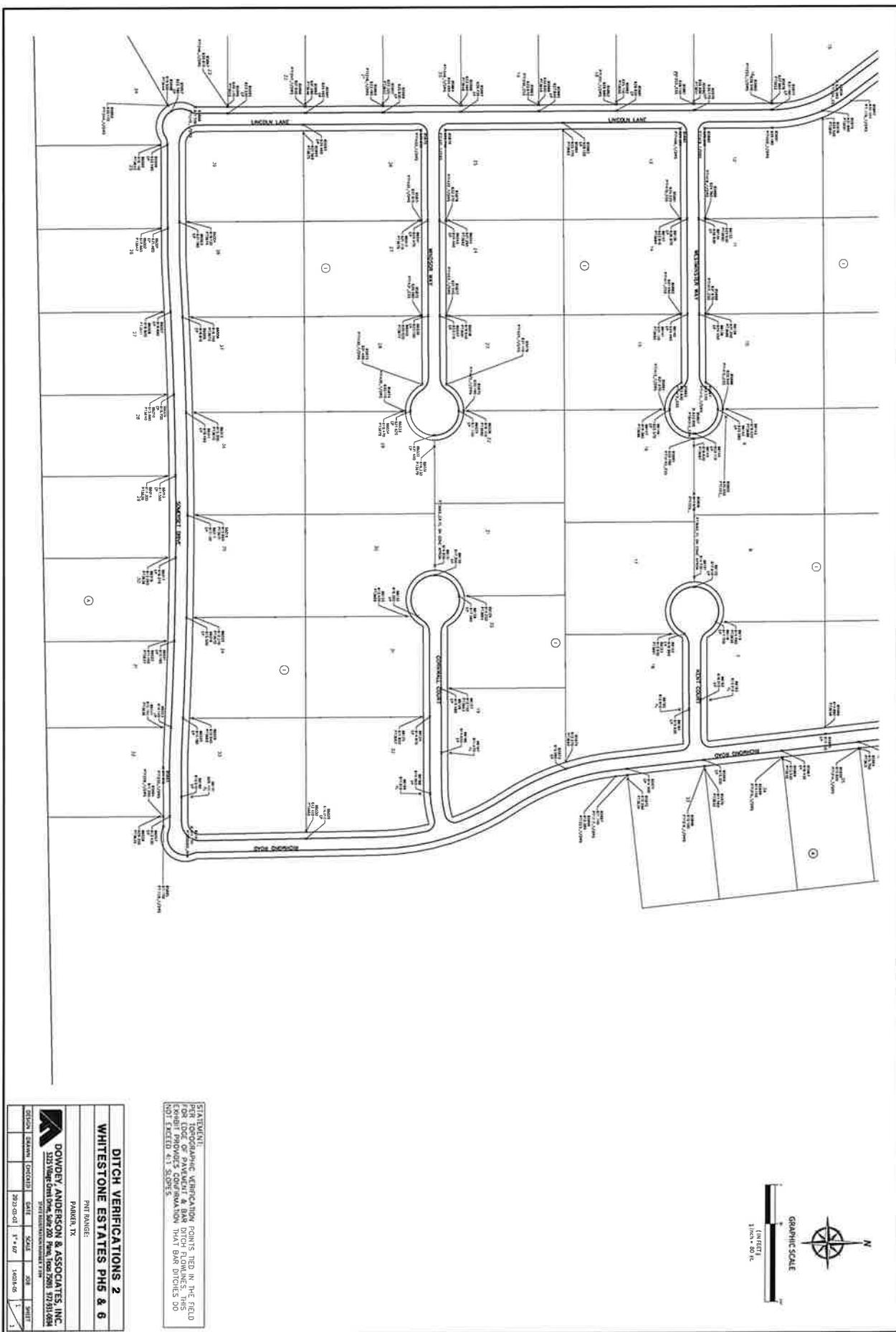
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

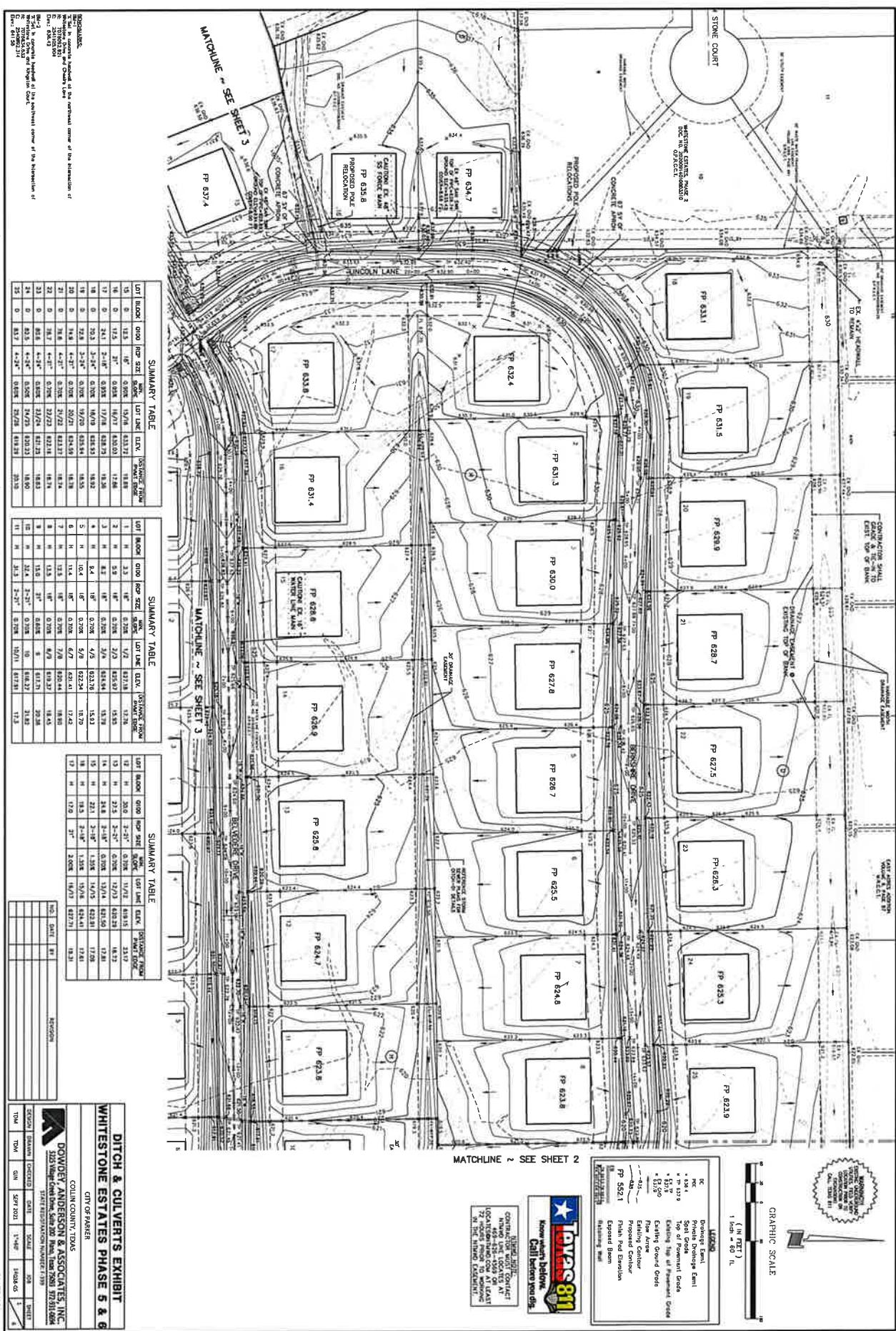
PAGE 8

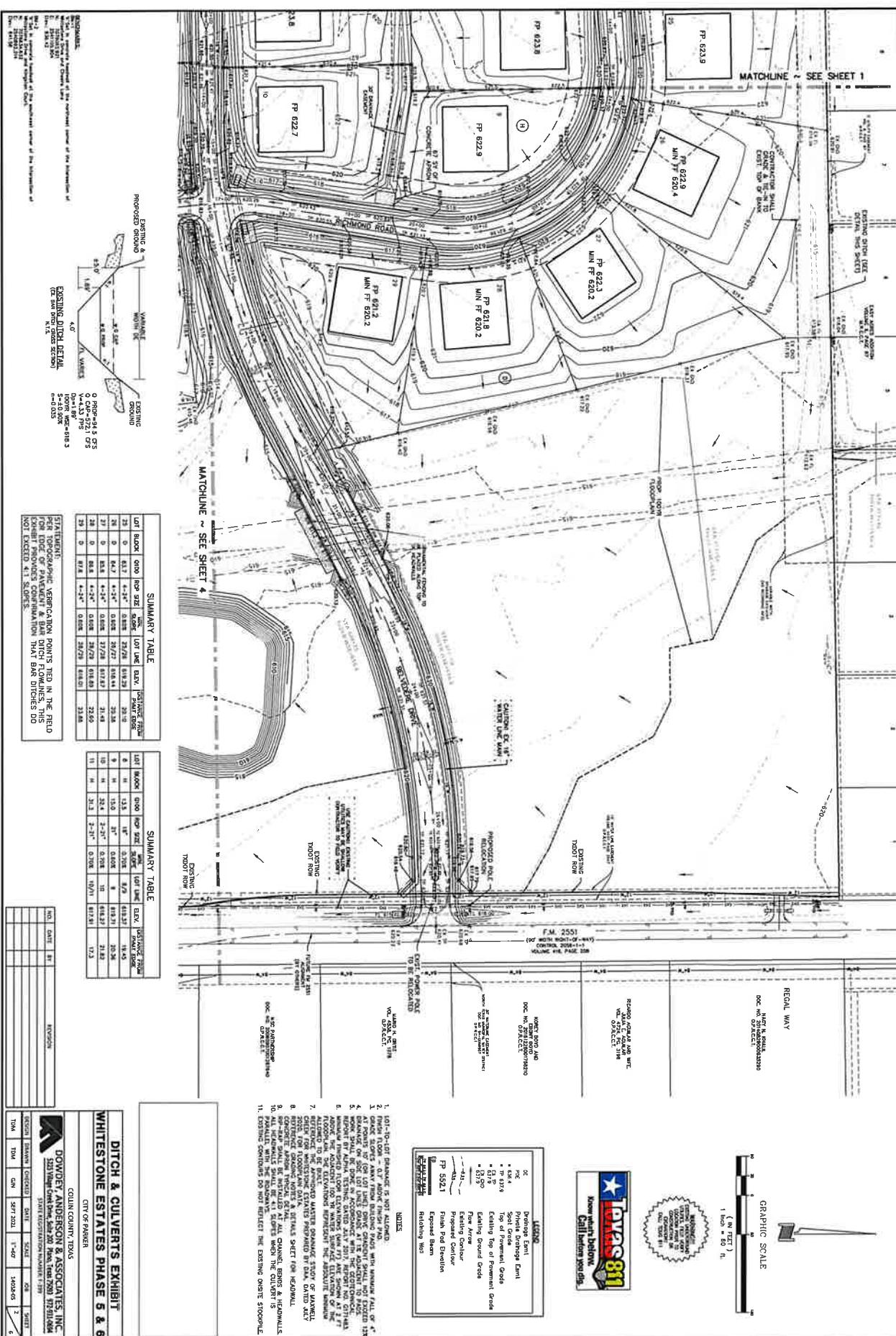
Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/26/2017 09:00:16 AM
\$54.00 CJAMAL
20170726000981160

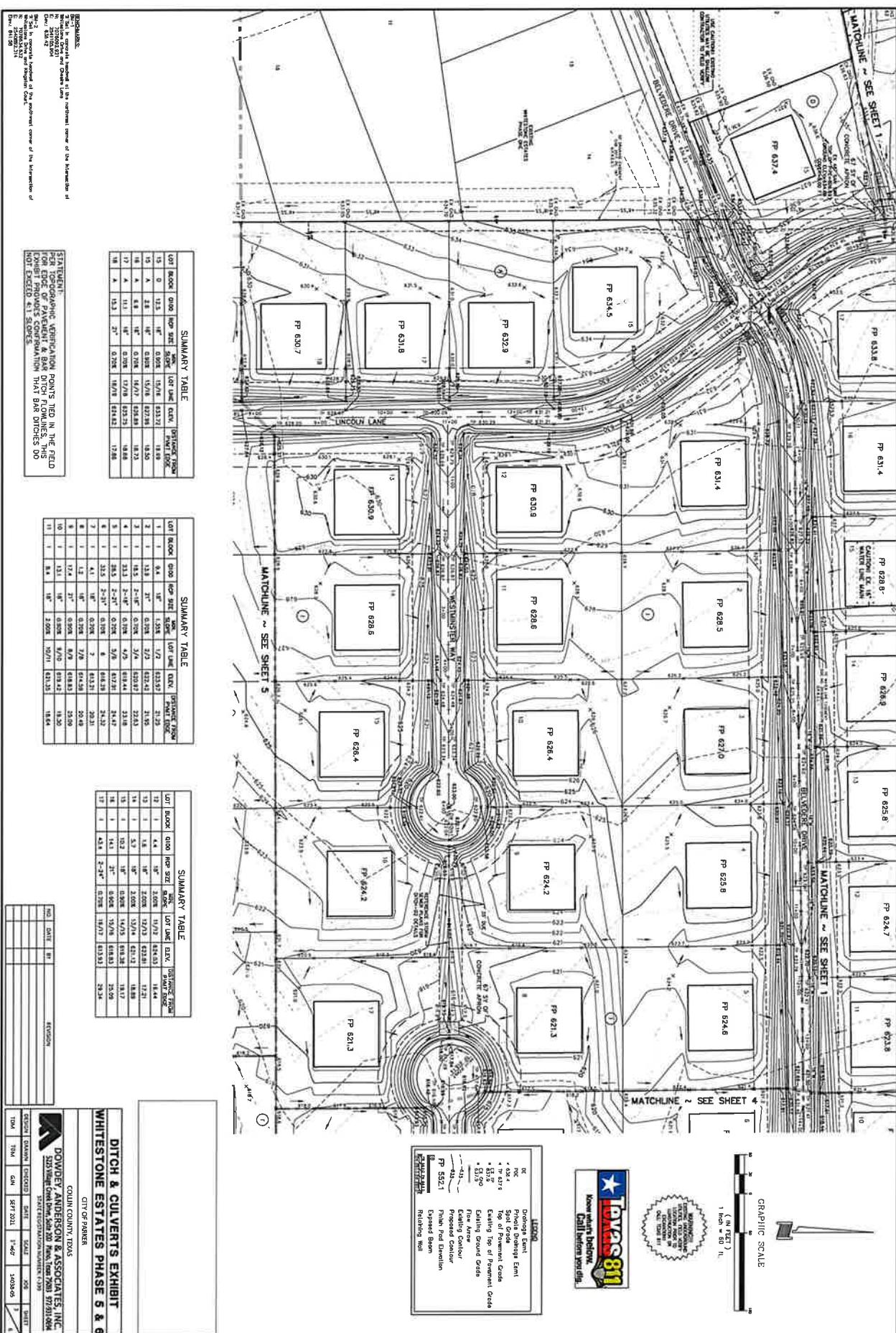


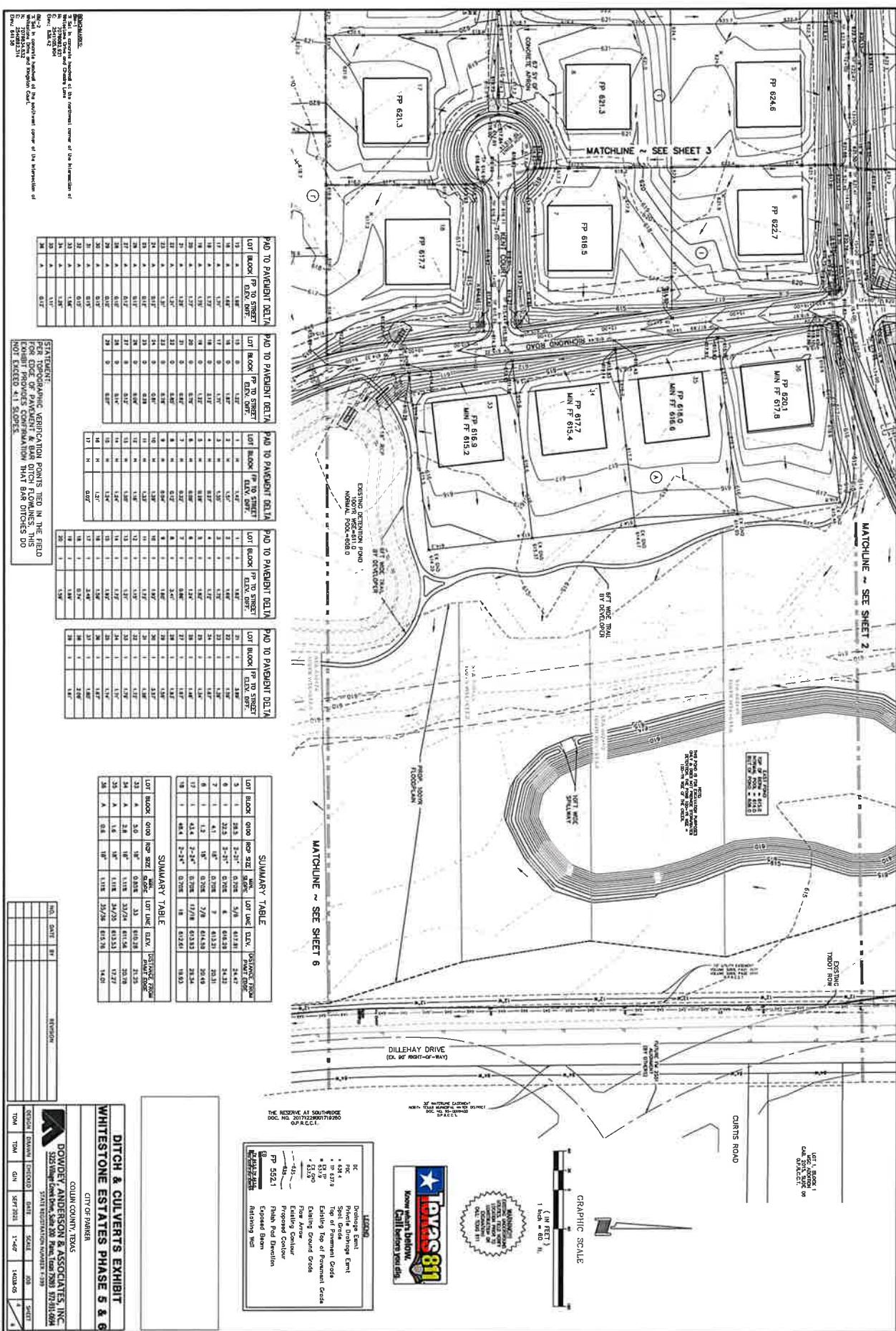


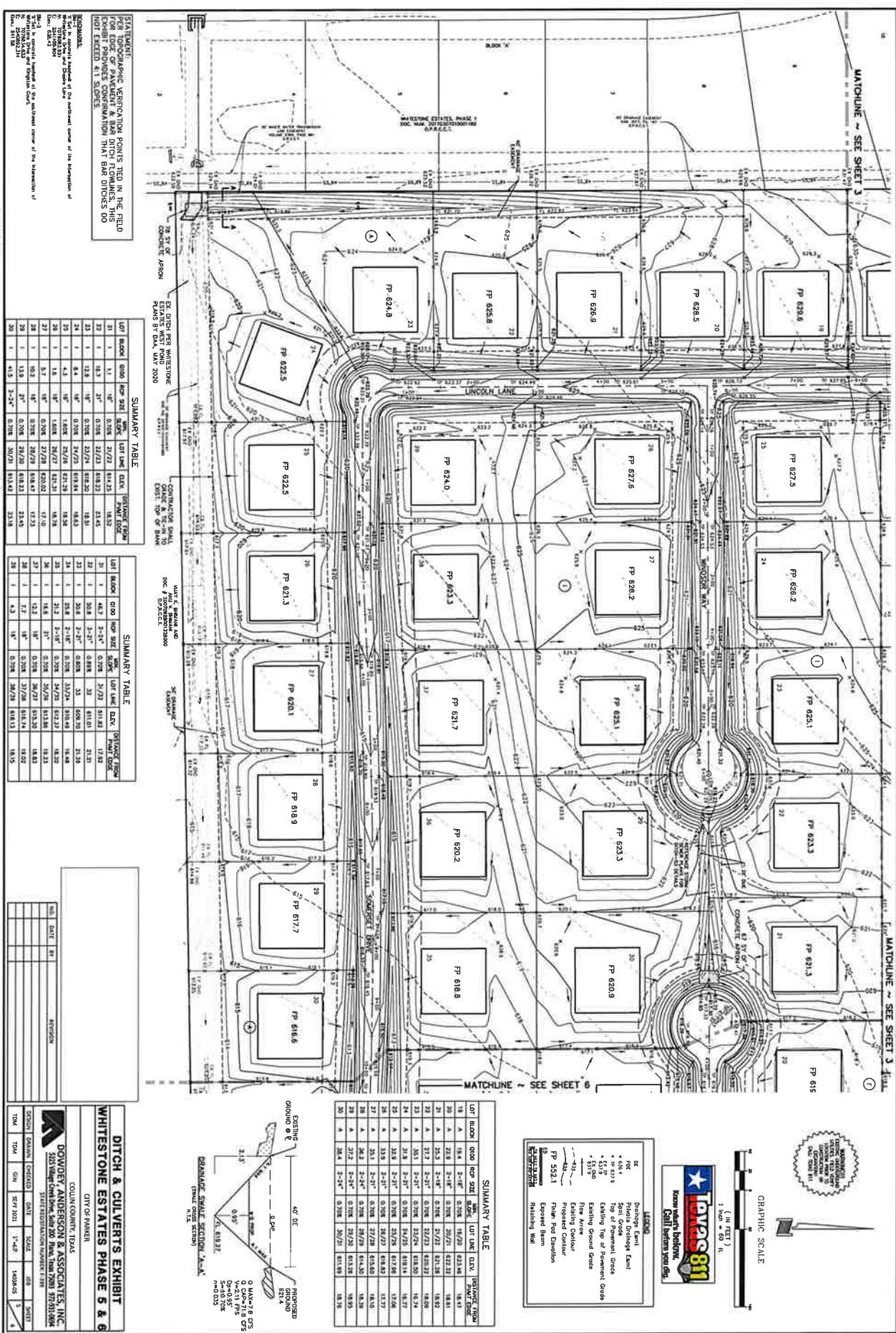


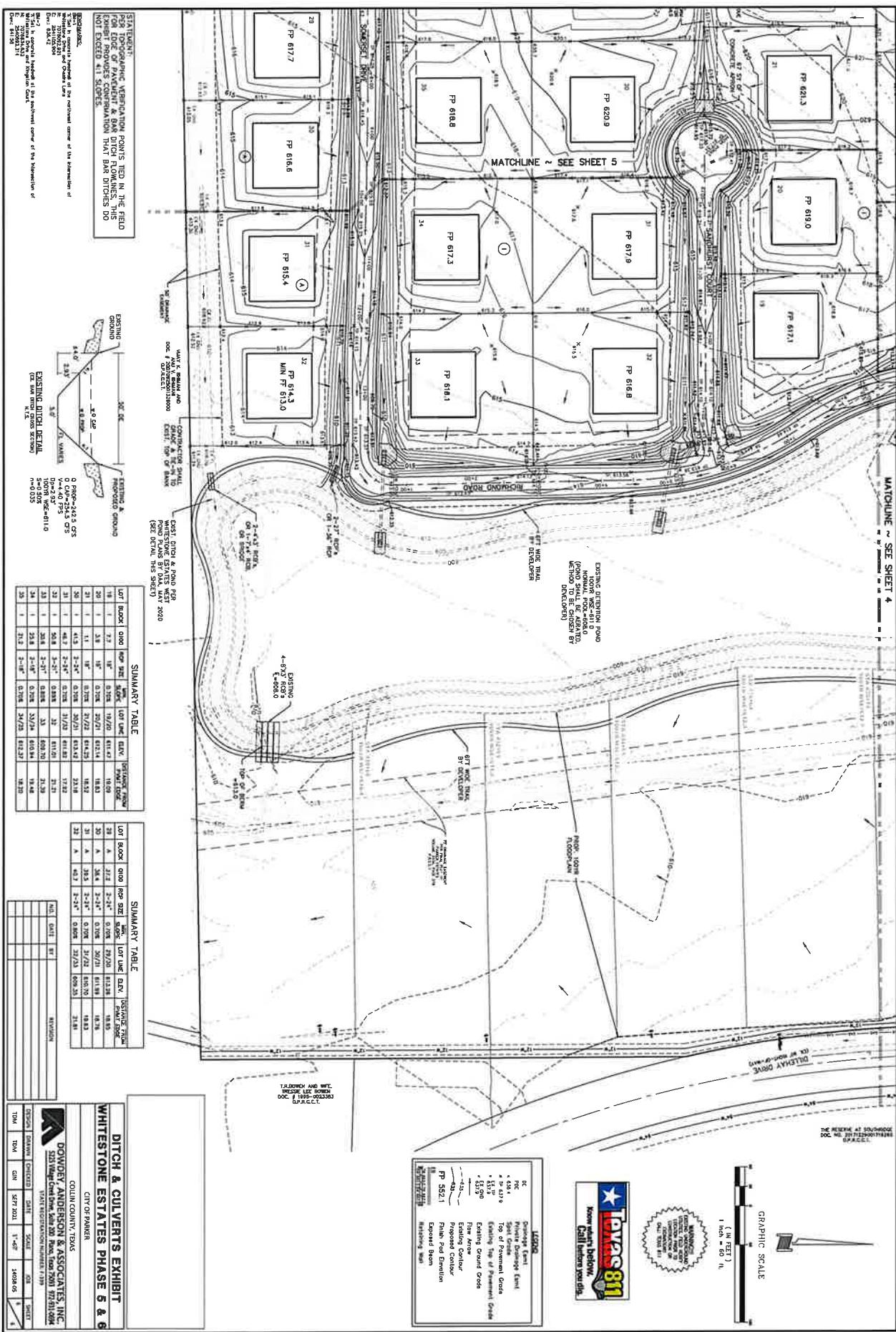


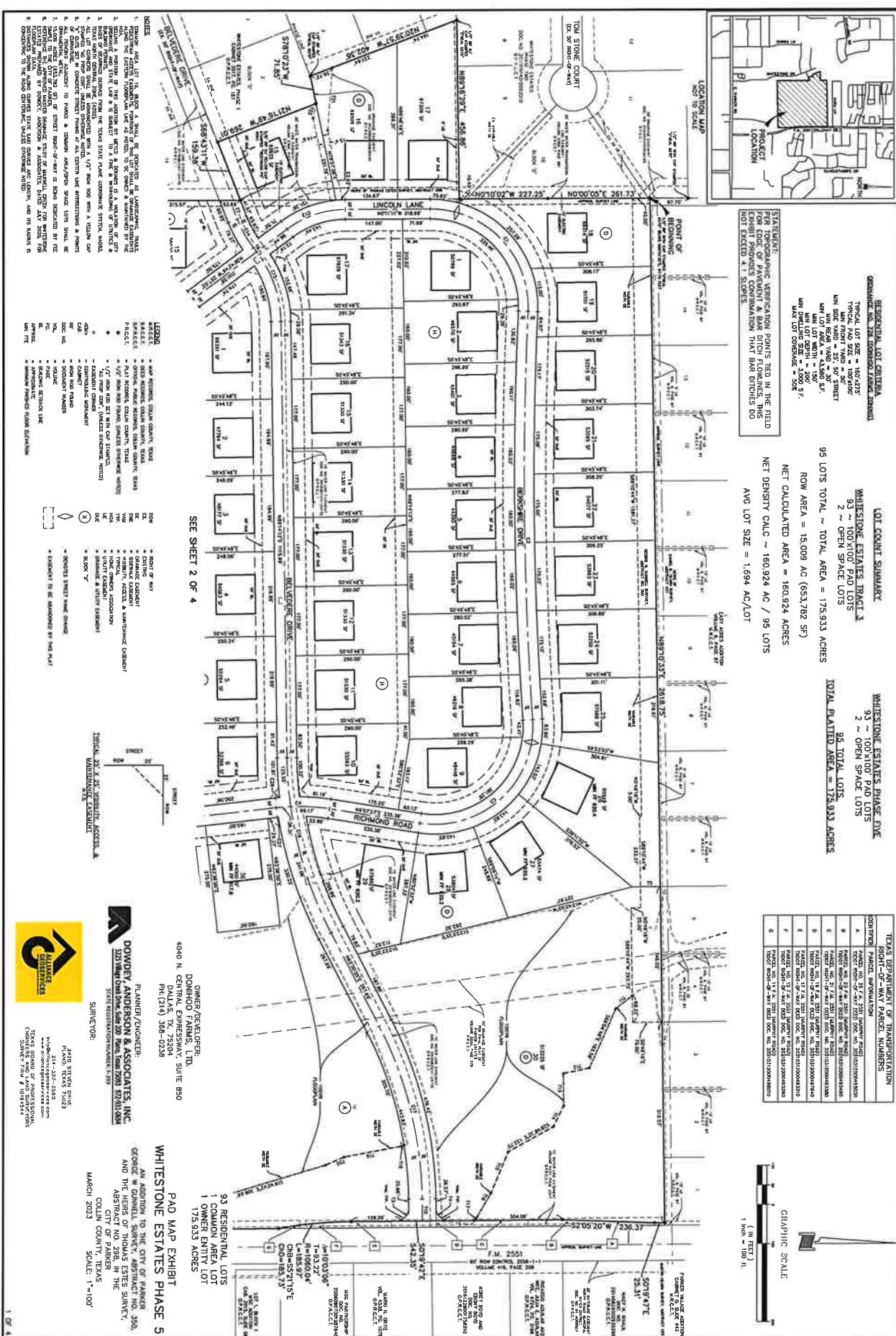


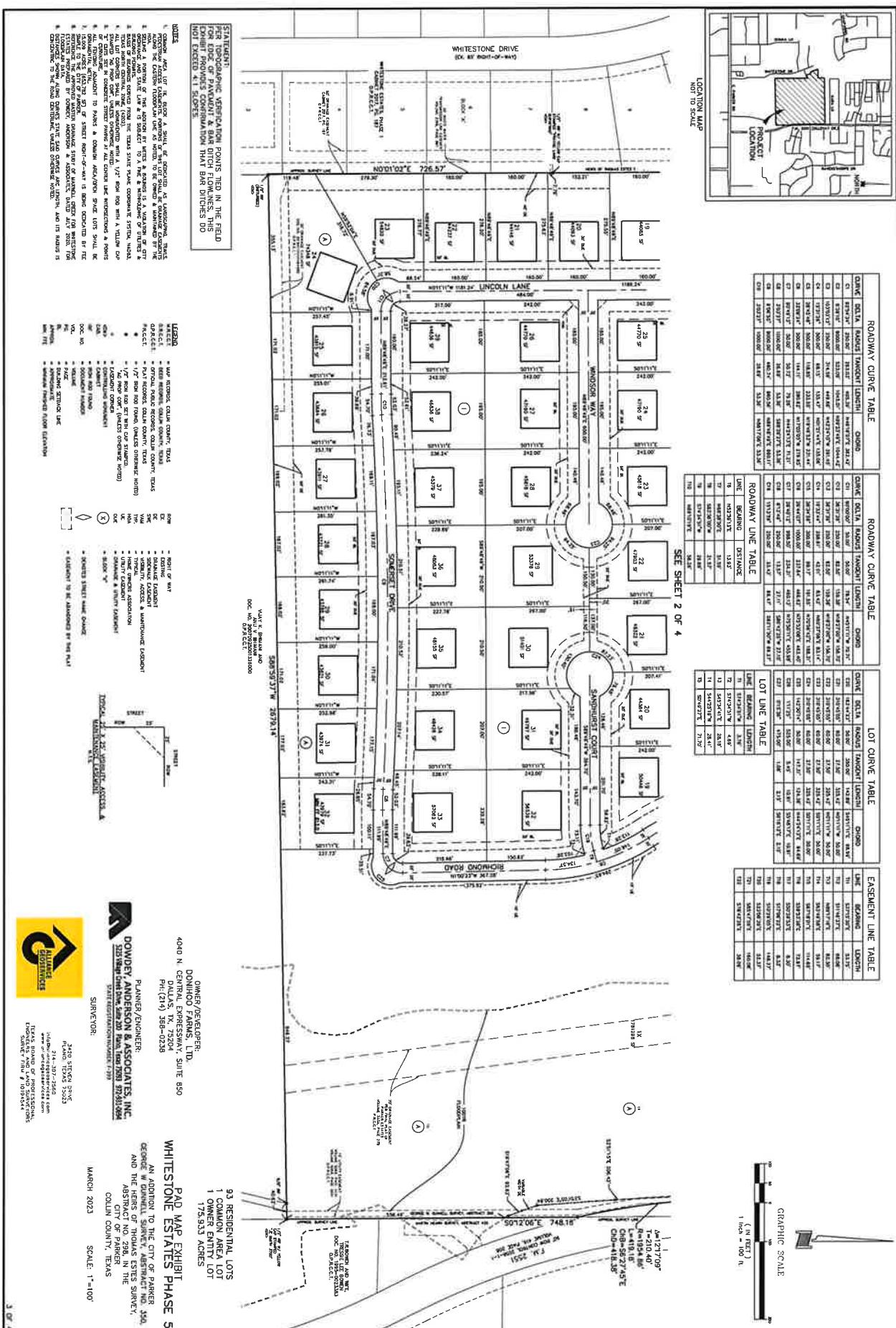














FW: Revision Request Received –LOMR Case Number (23-06-0949P) – [City of Parker City, Collin County, TX] – Response Requested

Gabriel Novak, P.E., C.F.M.

Tue, Feb 28, 2023 at 4:12 PM

To: Preston Walhood, Stephen Sallman

Cc: "Thomas Moss, P.E.", "Randy Haney @PD"

Preston & Steve,

Just wanting to keep you in the loop with the Whitestone 5 LOMR case number and reviewer.

Gabriel Novak, P.E., C.F.M.

gnovak@daa-civil.com | 469-576-1370



Dowdley, Anderson & Associates, Inc.

A Pape-Dawson Company

Office: 972-931-0694 x1115

5225 Village Creek Dr., Suite 200

Plano, TX 75093 / www.daa-civil.com

From: Jain, Kavitha

Sent: Tuesday, February 28, 2023 1:11 PM

To: Gabriel Novak, P.E., C.F.M.

Subject: Revision Request Received –LOMR Case Number (23-06-0949P) – [City of Parker City, Collin County, TX] – Response Requested

Dear Gabriel Novak:

We have received your request that the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issue a revision to the flood hazard information on the applicable National Flood Insurance Program (NFIP) map for Collin County, Texas and Incorporated Areas. This e-mail is being sent to officially acknowledge the receipt of your request and replaces the paper copy acknowledgement letters previously issued by FEMA. We ask that you please respond directly to this e-mail to verify that it has been received.

The case number assigned to your request is 23-06-0949P, and the project identifier is Whitestone.

We are reviewing your submitted data and will contact you if additional information is required to process your request.

If additional information is not required, we will issue a final letter of determination within 90 days of receiving your request. Please be aware that this LOMR will become effective approximately 4.5 months after the final letter of determination is issued.

If you have general questions about your request, FEMA policy, or the NFIP, please contact the FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1 877 FEMA MAP (1 877 336 2627). If you have specific questions concerning your request, the case reviewer's contact information is listed below, or please contact the Revisions Coordinator for your State, Mr. Sushban Shrestha, P.E., CFM, by e-mail at sushban.shrestha@aecom.com or by telephone at (682) 316-7670.

Please be assured we will do our best to respond to all inquiries in a timely manner.

Thank you,

Kavitha Jain, E.I.T, CFM

AECOM, a member of Compass PTS JV

CONFIDENTIALITY NOTICE: The transmission of personally identifiable information (PII) such as an individual's social security number, date and place of birth, and other information that is linked or linkable to the individual is strictly prohibited. Such information should not be included, whether embedded or in an attachment, in any communication sent to this email address. The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or such individual's agent, or if this message has been addressed to you in error, please alert the sender immediately by reply email and then delete this message and any attachments. If you are not the intended recipient, please be advised that any use, dissemination, copying, or storage of this message and any attachments is strictly prohibited.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite 400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
 Houston, TX 77042
 713-812-0800 / 888-344-3362

Bond No.4463432

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Double R Utilities, Inc. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Parker as Obligee, in the penal sum of One Hundred Fifty-two Thousand Three Hundred Nine & 06/100 (\$152,309.06) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with City of Parker dated April 5, 2023 for Whitestone Estates Ph.5&6, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of 2 year (s) after acceptance by the City of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of 2 year (s) from and after acceptance by the City of the work performed under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 5 day of April, 2023.

Double R Utilities, Inc.

Principal

By: 

SureTec Insurance Company

By:

Johnny Moss, Attorney-in-Fact

POA# 4221941

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Tony Fierro, Jay Jordan, Johnny Moss, Steven W. Searcey, Robert J. Shuya, Mistie Beck, Jeremy Barnett, Robert G. Kanulh, Jade Porter, Jennifer Cisneros, Jarrett Willson, Jack Nottingham

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Million and 00/100 Dollars (\$20,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

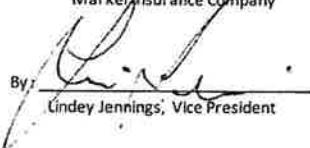
"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of February , 2022 .

SureTec Insurance Company

By: 
Michael C. Keimig, President

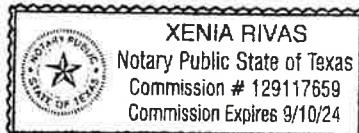


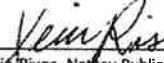
Markel Insurance Company
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 15th day of February , 2022 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, deposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

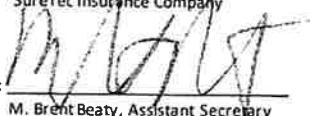
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Xenia Rivas, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 5 day of April, 2023.

SureTec Insurance Company

By: M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221941
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Bond No. 

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, L.H. Lacy Company, Ltd.

as Principal,

and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of Texas

as Surety, are held and firmly bound unto City of Parker

as Obligee, in the sum of Two Million, One Hundred Twenty-Four Thousand, Four Hundred Ninety-One and 78/100- (\$2,124,491.78) DOLLARS,

for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 22nd day of December, 2022.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the 7th day of December, 2021, for Paving Improvements for White's Estate Phase 5 & 6

the terms of which agreement were completed and accepted the day of , ;
and

WHEREAS the Principal has given a Two (2) year guarantee under said agreement or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is, if the Principal shall well and truly comply with such guarantee, then this obligation to remain in full force.

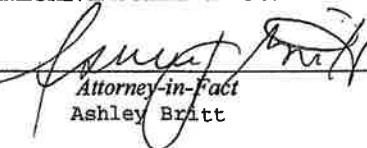
PROVIDED that no right of action shall be created by this bond to or for the use of any person or corporation other than the Obligee named.

PROVIDED FURTHER, the Surety shall have no liability under this bond unless the Obligee shall give written notice of claim to the Surety at its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202 such notice to be given within the Two (2) year maintenance period.

L.H. Lacy Company, Ltd.

Principal

GREAT AMERICAN INSURANCE COMPANY

By: 

Attorney-in-Fact
Ashley Britt



January 16, 2023

Warner Group
Attn: Preston Walhood
pwalhood@warnergroup.com

Re: FM 2551 & BELVEDERE DR- PARKER

To Whom It May Concern:

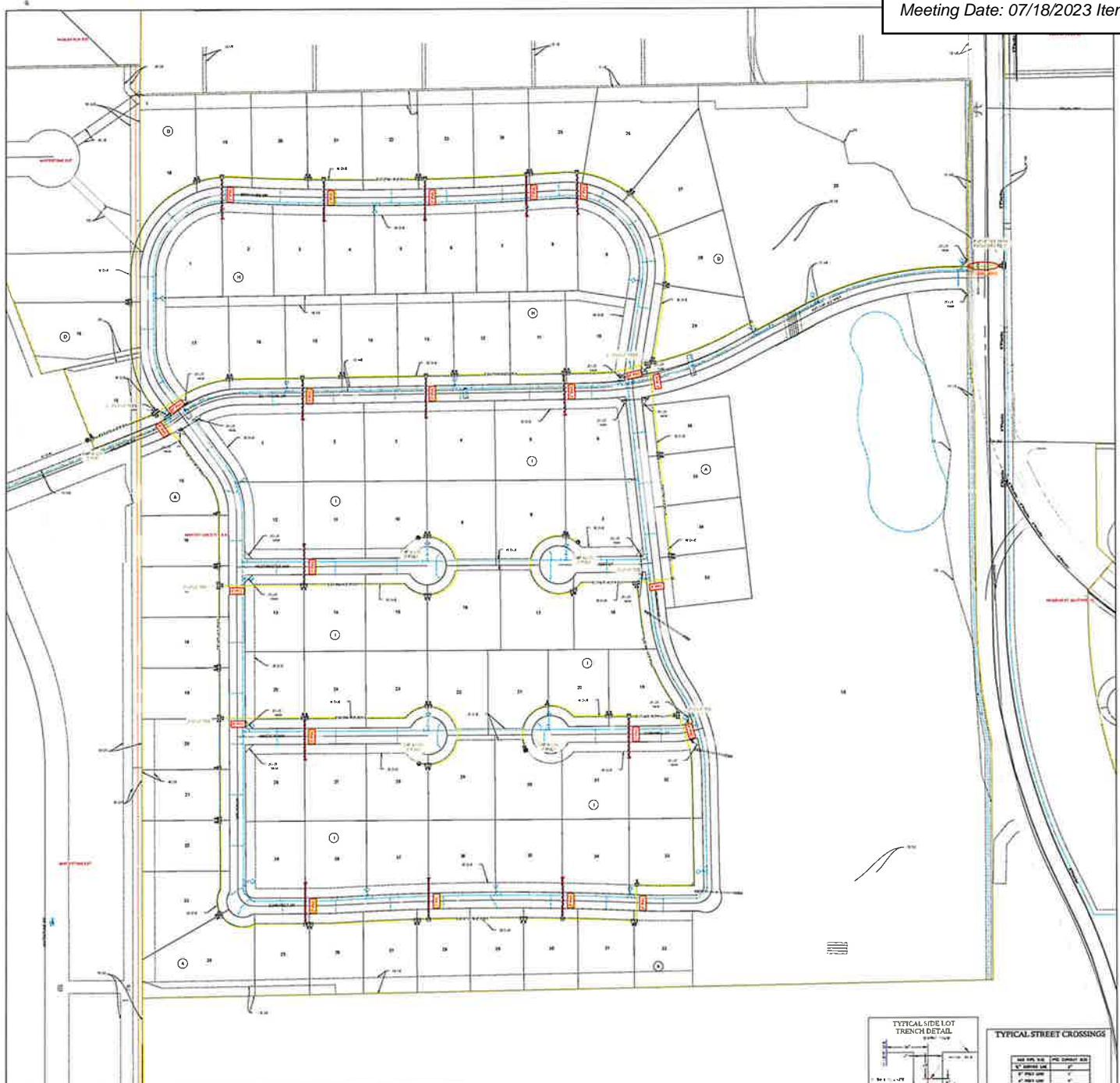
Please accept this letter as notification of the gas status for the above referenced project. According to our records, CoServ Gas has completed pipe installation and gas is pressurized.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Afton Reeves".

Afton Reeves
Service & Logistics Supervisor
CoServ
areeves@coserv.com



LEONHARD

Distribution Material Sieve Off **Sieve Off**

Distribution Material	Sieve Off	Plot Type	Color
"2" Plastic (Inital)	— "1/4" Sieve Loss (Initial)	Loss	Yellow
"3" Plastic (Initial)	— "1/4" Sieve Loss (Replot)	Loss	Yellow
"4" Plastic (Initial)	— "1/4" Sieve Loss (Replot)	Loss	Yellow
"6" Plastic (Initial)	— "1/4" Sieve Loss (Replot)	Loss	Yellow
"2" Coated Steel (Initial)	— "1/4" Sieve Loss (Initial)	Loss	Blue
"4" Coated Steel (Initial)	— "1/4" Sieve Loss (Initial)	Loss	Blue
"6" Coated Steel (Initial)	— "1/4" Sieve Loss (Initial)	Loss	Blue
"2" Coated Steel (Astrand)	— "1/4" Sieve Loss (Initial)	Loss	Blue

The symbols below use the following color scheme:

Icon legend for piping components and valves:

- Existing / Unknown: Yellow box
- Install: Green box
- Abandon: Red box
- Remove: Orange box
- Non-Verified: Grey box

Icon	Component	Status
EPIC	Shut Stop	Test Pending
Coupling	Service Line Tap	
HV Tap Tee	Farm Tee	Anode (Install)
Reducer	Pop Valve	
Tap Tee	Steel Valve	Pressure Monitor
Tee	△ Residential Pipe (Install)	
Elbow	Gas Commercial Pipe (Install)	
End Cap	Vert Stack	

NOTICE

CoServ.

7011 Sherman
Canyon, TX 76429
(800) 274-4614

WHITESTONE EST 5 & 6

For official Calvert Life Story. Calvert does not guarantee the accuracy regarding any aspects of this data. Calvert reserves the right to this data without notification to any user and assumes no



PO Box 548 / 14568 FM 121
Van Alstyne, TX 75495
(903) 482-7100
www.Grayson-Collin.Coop

January 12, 2023

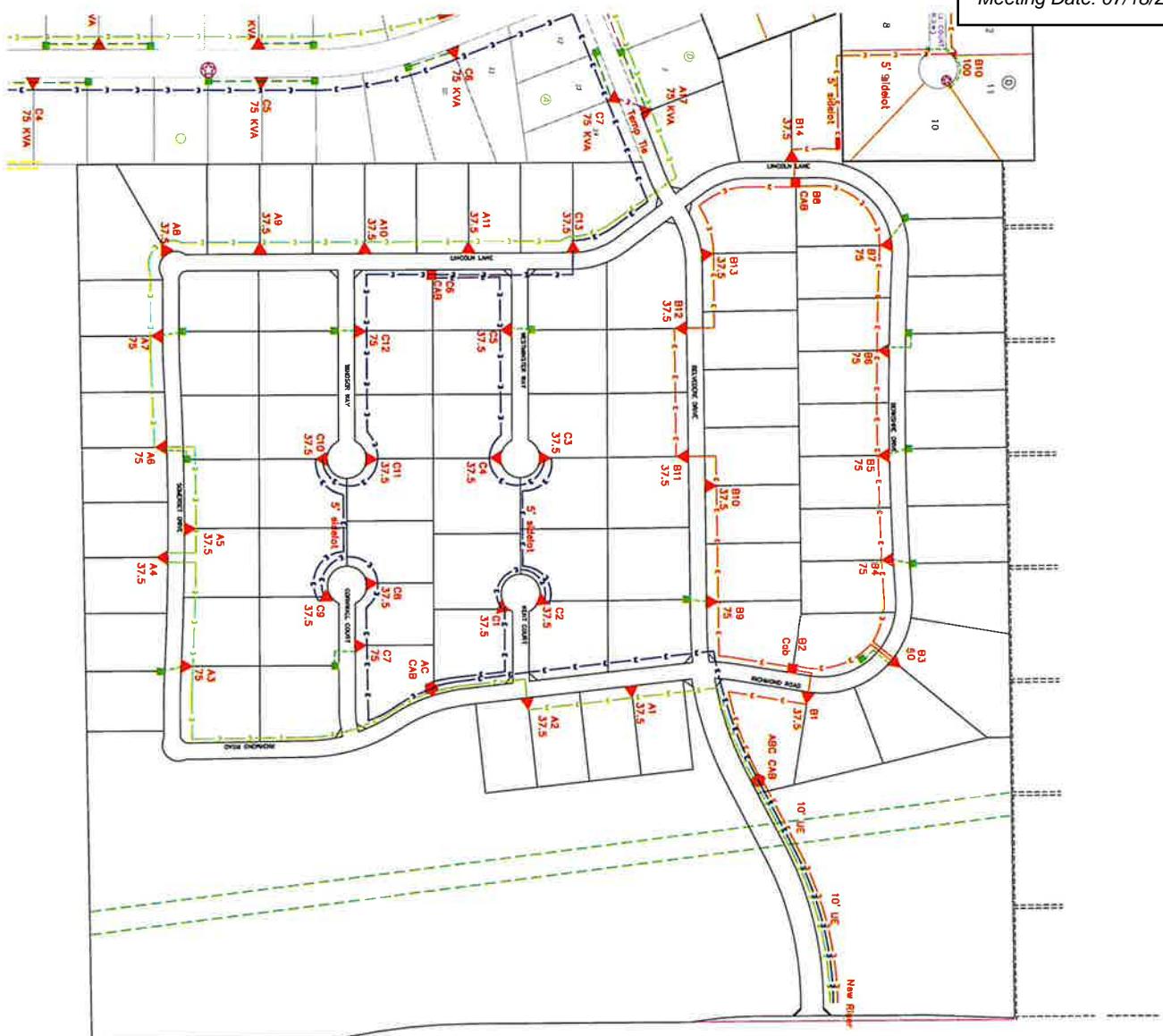
TO: Whom It May Concern
RE: Whitestone Phase 5/6

Grayson Collin Electric Cooperative has completed installation of the underground electric infrastructure within Whitestone Phase 5/6 in Parker, Texas. All available transformers, pedestals and streetlights are energized.

I am looking forward to working with you on future projects and please feel free to contact me at (903)-482-7143 or wmcginnis@gcec.net if you have any questions.

Sincerely,

Will McGinnis
Operations Assistant



14.4kV

Gas, 15 kw per house 93 Lots

A = Phase 28 lots

Phase 37/94

G = Bhnsa 2B 241

ABC = Bases:

Secondary

23

4x8 Vault

▲ Pad mount transformer

卷之三

Secondary pedestal

④ Street Light

Tutor Order No. 37

Grayson™

B. Normal Response

Phase 5-6

111

102

108





January 13, 2023

DAVID TIPTON



david@overwatchtx.com

469.628.3922

RE: Whitestone Ph.5

Mr. Tipton,

This letter is to confirm that the infrastructure has been put in place for Spectrum Cable Services to be provided in the subdivision Whitestone Ph.5 single family residential in Parker TX.

Sincerely,



[Jessie Acevedo](#) | Business Development Specialist | (C) 469 595-3004
1565 Chenault St, Dallas TX ,75228



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 for City Administrator Olson
Estimated Cost:	Date Prepared:	July 13, 2023
Exhibits:	<u>Proposed Ordinance</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 845 AMENDING ORDINANCE NUMBER 832, POLICE DEPARTMENT OPERATIONS, TO CHANGE "PUBLIC SAFETY COMMITTEE" TO "MAYOR" AND CLARIFY PROCEDURES FOR ADOPTION OF RULES, REGULATIONS, AND ORDERS

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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx/2023

ORDINANCE NO. 2023-845
(Police Department Operations)
(Amending Ordinance No. 832 that amended Ordinance Nos. 770 & 498)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING ORDINANCE NUMBER 832, POLICE DEPARTMENT OPERATIONS TO CHANGE “PUBLIC SAFETY COMMITTEE” TO “MAYOR” AND CLARIFY PROCEDURES FOR ADOPTION OF RULES, REGULATIONS, AND ORDERS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 498 providing for Police Department Operations was adopted by the City Council of the City of Parker on March 13, 2001, and

WHEREAS, Ordinance No. 770 which amended Ordinance No. 498 was adopted by the City Council of the City of Parker on May 21, 2019; and

WHEREAS, Ordinance No. 498 and any subsequent amendments are to be codified by reference in Section 33.02 of the City of Parker Code of Ordinances; and

WHEREAS, Ordinance No. 832 was adopted by the City Council of the City of Parker on November 15, 2022, which established a Public Safety Committee consisting of the Mayor, Mayor Pro Tem, and a Councilmember, and amended Ordinance Nos. 498 and 770; and

WHEREAS, the City Council of the City of Parker, Texas finds it is in the public interest to make certain amendments to Ordinance No. 832 to replace the “Public Safety Committee” with the “Mayor” solely and clarify the process for adoption of rules, regulations, and orders as detailed herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS:

Section 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance as if fully set forth herein.

Section 2. Section 2 of Ordinance No. 832, shall be and read:

The Chief of Police shall have immediate direction and control of the Police Department subject to the supervision of the Mayor and also subject to such rules, regulations, and orders as City Council may prescribe not inconsistent with the Ordinances of the City. After Council adoption, the Chief of Police shall promulgate all policies governing the conduct of the Department which shall, in addition to applicable laws, provisions, and ordinances, constitute the rules of the administration and conduct of the Department.

Section 3. All other provisions of Ordinance Nos. 832 shall remain in full force and effect. To the extent provisions of other Ordinances of the City of Parker are in conflict with this Ordinance, said provisions are hereby repealed only to the extent of the conflict. All other provisions shall remain in full force and effect.

Section 4. It is the intent of the City Council that each sentence, paragraph, subdivision, clause, phrase, and section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left in effect.

Section 5. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 6. This Ordinance shall take effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 18th DAY OF JULY, 2023.

ATTEST:

Patti Scott Grey, City Secretary

Lee Pettle, Mayor

APPROVED AS TO LEGAL FORM:

Amy J. Stanphill, City Attorney



Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:		Date Prepared:	July 13, 2023
Exhibits:	1. <u>Proposed Resolution</u> 2. <u>Model Staff Report</u>		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-744 FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

SUMMARY

On June 29, 2023, Oncor Electric Delivery Company, LLC ("Oncor") filed an Application to Amend its Distribution Cost Recovery Factor and Update its Mobile Generation Riders. In the filing, the Company is seeking an increase in distribution revenues of approximately \$152.78 million. In the same filing, the Company also seeks to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover an additional \$1.07 million.

OCSC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. We are recommending that OCSC denies the requested relief.

The Public Utility Commission's rules allow cities 60 days to act on this application. That deadline is August 28, 2023. **Accordingly, we request that each city schedule the draft resolution included with this memorandum for consideration at their next council meeting.**

If you have any concerns or question please do not hesitate to contact us. We appreciate your continued support.

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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx/2023

RESOLUTION NO. 2023-744
(Denying 2023 Oncor Distribution Cost Recovery Factor &
Increase Distribution Rates Application)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" or "COMPANY") APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF STEERING COMMITTEE LEGAL COUNSEL; FINDNG THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO ONCOR AND STEERING COMMITTEE LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an application to Amend its Distribution Cost Recovery Factor ("DCRF") and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately \$152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover \$1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the OCSC members and attorneys recommend that members deny the DCRF; and

WHEREAS, the City Council finds that it should adopt the OCSC'S.

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

SECTION 1. The findings set forth in this Resolution are hereby incorporated herein as it set out fully.

SECTION 2. The City is authorized to participate with Cities in PUC Docket No. 55190.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4. Subject to the right to terminate employment or engagement at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with Oncor, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

SECTION 5. Oncor shall continue to charge its existing rates to customers within the City.

SECTION 6. The City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

SECTION 7. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 8. A copy of this Resolution shall be sent to Oncor, care of J. Michael Sherburne, VP – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; and to Tab R. Urbantke, Hunton Andrews Kurth, LLP, 1445 Ross Ave., Ste. #3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Ste. #1900, Austin, Texas 78701.

SECTION 9. This Resolution shall become effective immediately upon passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Parker, Texas, on this the 18th day of July 2023.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

Amy J. Stanphill, City Attorney

Proposed

MODEL STAFF REPORT REGARDING ONCOR ELECTRIC DELIVERY COMPANY, LLC'S DISTRIBUTION COST RECOVERY FACTOR AND MOBILE GENERATION RIDERS FILING

On June 30, 2023, Oncor Electric Delivery Company, LLC (“Oncor” or “Company”) filed an Application to Amend its Distribution Cost Recovery Factor (“DCRF”) and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately \$152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately \$1.07 million.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor (“OCSC”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

Explanation of “Be It Resolved” Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company’s DCRF filing, PUC Docket No. 55190.

2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. This paragraph finds that the Company’s application is unreasonable and should be denied.

4. This section states that the Company’s current rates shall not be changed.

5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.

6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

7. This section provides that Oncor and counsel for OCSC will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel.



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 for City Administrator Olson
Estimated Cost:		Date Prepared: July 13, 2023
Exhibits:	1. <u>Proposed Resolution</u> 2. <u>Res. No. 2023-728, Res. No. 2022-721, and Res. No. 2021-684</u>	

AGENDA SUBJECT

PARKS AND RECREATION (P&R) COMMISSION

PRESENTATION

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-745 MAKING AN APPOINTMENT TO THE PARKS AND RECREATION (P&R) COMMISSION.

SUMMARY

Note: Mayor Pettle reported July 14, 2023 P&R recommended accepting P&R Place 1 Kim Hinshaw's resignation and appointing P&R Alt. 1 Cherie Ware to fill Ms. Hinshaw's unexpired term, ending November 30, 2023 (leaving one (1) alternate vacancy). 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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx/2023

RESOLUTION NO. 2023-745
(Parks and Rec Appointment)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING A MEMBER TO SERVE ON THE PARKS AND RECREATION COMMISSION VOTING MEMBER PLACE 1

WHEREAS, Members and Alternate members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in the each resolution appointing the respective Member and Alternate member; and

WHEREAS, Kimberly Hinshaw, Voting Member Place 1 with a term expiring November 30, 2023, has resigned creating a vacancy for Place 1 for the remainder of the term; and

WHEREAS, Place 5 Alternate, Cherie Ware, with a term expiring November 30, 2023, is interested in appointment to Voting Member Place 1 to fill the vacancy for the remainder of the term.

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

SECTION 1. Appointment of Voting Member with term expiring November 30, 2023:

The following is hereby appointed to serve on the Parks and Recreation Commission as a voting member for the remainder of a two-year term, expiring November 30, 2023, or until their successor is appointed and qualified.

Place 1 Cherie Ware

SECTION 2. Alternate Member Vacancy:

The following Alternate Member position is vacant as of the effective date of this Resolution.

Alt 1

Vacant

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 18th day of July 2023.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Amy J. Stanphill, City Attorney

Proposed

RESOLUTION NO. 2023-728
(2023 Parks and Rec Officer Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING PARKS AND RECREATION COMMISSION OFFICERS FROM AMONG THE MEMBERS.

WHEREAS, Members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 97.05(A)(1); and

WHEREAS, the Parks and Recreation Commission recommended that member Frank DaCosta serve as the Parks and Recreation Commission Chair; and

WHEREAS, the Parks and Recreation Commission recommended that member Lee Anne Turrentine serve as the Parks and Recreation Commission Vice Chair; and

WHEREAS, the Parks and Recreation Commission recommended that member Pier Burgess serve as the Parks and Recreation Commission Secretary; and

WHEREAS, the Parks and Recreation Commission recommended that member Donna DaCosta serve as the Parks and Recreation Commission Treasurer;

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

SECTION 1. Appointment of Officers with terms expiring November 30, 2023

The officers of the Park and Recreation Commission shall include a Chairperson, Vice-chairperson, Secretary, and Treasurer. The following people are hereby appointed to serve as the respective officer indicated below for a one-year term, expiring November 30, 2023, unless otherwise designated by Council:

Chairperson	<u>Frank DaCosta</u>
Vice-Chairperson	<u>Lee Ann Turrentine</u>
Secretary	<u>Pier Burgess</u>
Treasurer	<u>Donna DaCosta</u>

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 7th day of March, 2023.

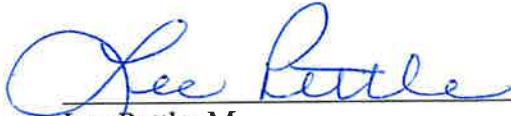


ATTEST:



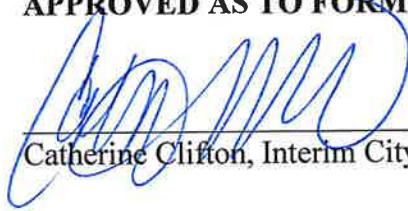
Patti Scott Grey, City Secretary

CITY OF PARKER:



Lee Pettle, Mayor

APPROVED AS TO FORM:



Catherine Clifton, Interim City Attorney

RESOLUTION NO. 2022-721
(2022 Parks and Rec Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PARKS AND RECREATION COMMISSION

WHEREAS, Members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 97.05(A)(1); and

WHEREAS, Alternate Members of the Parks and Recreation Commission serve one-year terms commencing on December 1st and ending on November 30th, as set forth in Section 97.05(B) of the City of Parker Code of Ordinances; and

WHEREAS, Member for Place Five (5), Cherie Ware, has submitted a resignation for her current term and requested to be appointed as an Alternate Member;

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2024:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting Members for the two-year term, beginning December 1, 2022 and expiring November 30, 2024, or until their successors are appointed and qualified.

Place 2 Pier Burgess
Place 4 Frank DaCosta

SECTION 2. Acceptance of Resignation and Appointment to Fill Remainder of Term expiring November 30, 2023:

The resignation of Cherie Ware for Place 5 is hereby accepted, and the following is hereby appointed to serve on the Parks and Recreation Commission as a voting Member for the remainder of the two-year term, expiring November 30, 2023, or until a successor is appointed and qualified.

Place 5: Donna DaCosta

SECTION 3. Appointment of Alternate Members with terms expiring November 30, 2023:

The following are hereby appointed to serve on the Parks and Recreation Commission as Alternate Members for a one-year term, expiring November 30, 2023, or until their successors are appointed and qualified.

Alt 1	<u>Cherie Ware</u>
Alt 2	<u>Melanie Harris</u>
Alt 3	<u>Paula Johnston - Hutka</u>
Alt 4	<u>Cyndy Lane</u>

SECTION 4. Effective Date

This resolution shall be effective upon its passage.

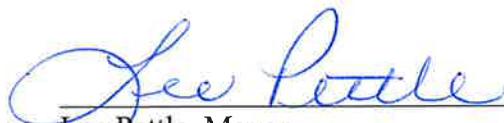
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 15th day of November, 2022.



ATTEST:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettle, Mayor

APPROVED AS TO FORM:


Larence M. Lansford, III, City Attorney

RESOLUTION NO. 2021-684
(Parks and Rec Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PARKS AND RECREATION COMMISSION

WHEREAS, Members and Alternate members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below; and

WHEREAS, the Parks and Recreation Commission is newly established therefore the members appointed herein shall begin service immediately and serve terms according to the Parks and Recreation Ordinance; and

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2022:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for the remainder of a two-year term, expiring November 30, 2022, or until their successors are appointed and qualified.

Place 2 Pier Burgess
 Place 4 Frank DaCosta

SECTION 2. Appointment of Voting Members with terms expiring November 30, 2023:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a two-year term, expiring November 30, 2023, or until their successors are appointed and qualified.

Place 1 Kimberly Hinshaw
 Place 3 LeAnn Turrentine
 Place 5 Cherie Ware

SECTION 3. Appointment of Alternate Members with terms expiring November 30, 2022:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a one-year term, expiring November 30, 2022, or until their successors are appointed and qualified.

Alt 1 Donna DaCosta
 Alt 2 Melanie Harris

Alt 3
Alt 4

Paula Johnston - Hutka
Vacant

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 16th day of November, 2021.



ATTESTED:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Dettle, Mayor

APPROVED AS TO FORM:



Scott D. Levine, Interim City Attorney

CITY OF PARKER:-



CITY OF
5700 EAST PARKER ROAD • PARKER, TEXAS 78002



Russell Wright
5207 Estate Lane
Parker, TX 75094



CITY OF
5700 EAST PARKER ROAD • PARKER, TEXAS 78002



Wei Wei Jeang
2709 Dublin Rd.
Parker, TX 75094



5700 EAST PARKER ROAD • PARKER, TEXAS 75002

Jasmat Sutaria
5205 Creekside Ct.
Parker, TX 75094



5700 EAST PARKER ROAD • PARKER, TEXAS 75002

Larkin Crutcher
5305 Estate Lane
Parker, TX 75094





5700 EAST PARKER ROAD • PARKER, TEXAS 75002



JR Douglas
5001 Hackberry Lane
Parker, TX 75002



5700 EAST PARKER ROAD • PARKER, TEXAS 75002



Todd Fecht
7234 Moss Ridge Circle
Parker, TX 75002

Meeting Date: 07/18/2023 Item 9.



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:	July 14, 2023
Exhibits:	<u>Resolution No. 2016-520 (Acceptance of Gifts to the City by the Mayor)</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION IN THE TOTAL AMOUNT OF \$1,500 FROM TOP OF TEXAS POD TO BE ALLOCATED TO THE CITY OF PARKER VOLUNTEER FIRE 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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/XX/2023

RESOLUTION NO. 2016-520
(Acceptance of Gifts to the City by the Mayor)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE MAYOR TO ACCEPT, OR REJECT, GIFTS TO THE CITY OF PARKER OF A VALUE OF \$500.00 OR LESS; AND REQUIRING A RECORD TO BE KEPT BY THE CITY OF ALL ACCEPTED OR REJECTED GIFTS.

WHEREAS, the prior policy of the City of Parker has been for the City to take formal action regarding the proposed donation of all gifts to the City of Parker, and

WHEREAS, the City Council has determined that gifts to the City of a value of \$500.00 or less could be accepted, or rejected, by the Mayor at the Mayor's discretion, and

WHEREAS, all other gifts, and all gifts including any form of real estate, shall continue to be placed on the City Council Agenda;

NOW, THEREFORE BE IT RESOLVED by the City Council by the City of Parker, Texas as follows:

1. The Mayor is authorized to accept or reject in writing all gifts offered to the City of Parker of a monetary value of \$500.00 or less, and excluding all other gifts; including any form of real estate. The Mayor may make such inquiry as to the nature and purpose of the gift as the Mayor requires.
2. All gifts of a value of more than \$500.00, or which include real estate, shall be placed on the City Council Agenda for formal approval, or rejection, by vote of the City Council.
3. A written or electronic record of each and every gift offered to, and either accepted or rejected by the City of Parker shall be maintained as a public record. The minutes of a city council meeting are sufficient.

Resolved this 30th day of August, 2016.



Marshall, Mayor

ATTEST:

Patti Scott Grey
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

James E. Shepherd
James E. Shepherd, City Attorney



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:	June 13, 2023
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

FM2551

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

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

[June 2023 – Court Report](#)

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

[May-June 2023 – Republic Services Inc., dba Allied Waste Services of Plano](#)

[June 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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/XX/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:	July 13, 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)

Joe Lozano donated 1 bag of apples, 1 box of 18 count chips, and 24-12oz. Gatorade, valued at \$37 to the Public Works Department.

The Terrell family donated one (1) case (48 count) and one (1) case (24 count) valued at \$15 to the Police & Fire Departments.

The Evans family donated snacks valued at \$50 to the Police Department.

Chip and Linda Justice donated \$100 of Tiff's Treats to the Police Department.

The Wurth family donated Assorted Cookies valued at \$10.00 to the Fire Department.

The Wurth family donated Mini Lemon Ice Butter Cream Cupcakes valued at \$10.00 to City Hall Office Staff.

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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/xx/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: Jul 13, 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:	07/13/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	07/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	07/XX/2023

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
2023			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	1st Qtr 2022 0523 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 and 2023 0620
Tentatively - July 19, 2023	Planning Session	Mayor	Rescheduled
Tentatively July 19, 2023	Budget Meetings	Savage	Rescheduled
Tentatively - August, 2023	Public Safety Appt.	Mayor	2023 0613 - CA AS - Waiting on Ord. Amendment
Tentatively - August, 2023	ZBA Vacancy Appt.	Mayor	2023 0620 ZBA Alternate Resignation
Tentatively - August, 2023	Goal Setting Council Workshop	Mayor	2023 0503
Tentatively - August, 2023	CIP Workshop	Mayor	2023 0411 Canceled; 2023 0503 T
Tentatively - August, 2023	3 Street Bids	Machado	2023 0614 MLP Added
Tentatively - August, 2023	Comp Plan Meeting	Mayor	Added 2023 0621
Tentatively August 15, 2023	Set Proposed Tax Rate	Savage	Set 2023 0712
Tentatively Sept. 5, 2023	Adopt Tax Rate for 2023	Savage	Set 2023 0712
Tentatively Sept. 5, 2023	Adopt FY 2023-2024 Budget	Savage	Set 2023 0712
Tentatively - 2023	Review Franchise Agreements	Mayor	Added 2023 0621

INFORMATION

WILL BE MADE

AVAILABLE AT

THE MEETING.