



AGENDA
CITY COUNCIL MEETING
DECEMBER 5, 2023 @ 6:00 PM

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, December 5, 2023 at 6:00 PM 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

1. PLANNING AND ZONING (P&Z) COMMISSION MEETING - THURSDAY, DECEMBER 7, 2023, 5 PM

Canceled - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 13, 2023, 5 PM

CANCELED - CITY COUNCIL (CC) – TUESDAY, JANUARY 2, 2024, 7 PM

INDIVIDUAL CONSIDERATION ITEMS

2. APPROVAL OF MEETING MINUTES FOR NOVEMBER 14, 2023. [SPECIAL MEETING]
3. REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION:

PRESENTATION

DISCUSSION/CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-774, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION(S) FROM

JAMES AND LEANN TURRENTINE DONATED \$1000 TO POLICE DEPARTMENT;

JAMES AND LEANN TURRENTINE DONATED \$1000 TO FIRE DEPARTMENT;

JOHN CHISOLM PROVIDED (LUCKY'S TACO – SERGIO RIVERA) LUNCH VALUED AT \$864 FOR CITY STAFF; AND

CINDY VO, TEAM LEADER/ESCROW OFFICER PROVIDENCE TITLE, RICHARDSON, TEXAS, PROVIDED THANKSGIVING LUNCH VALUED AT \$560 FOR CITY STAFF,

(OVER \$500.01).

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-771 MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA). [POSTPONED 2023 1114]

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKER RANCH ESTATES PHASE 5 FINAL PLAT.

ROUTINE ITEMS

7. UPDATE(S):

ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON

2551

NEWSLETTER

WEBSITE

COMP PLAN w/Council and Planning and Zoning (P&Z) Commission

CAPITAL IMPROVEMENT PLAN (CIP)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

ANY ADDITIONAL UPDATES

DONATION(S)

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

Jay Foster Farms donated ground beef during Parkerfest valued at \$80 to the Police Department.

Moe Chigani donated smoked turkey valued at \$125 to the Police Department.

FUTURE AGENDA ITEMS

9. FUTURE AGENDA ITEMS

ADJOURN

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions 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 December 1, 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:	November 27, 2023
Exhibits:	None	

AGENDA SUBJECT

PLANNING AND ZONING (P&Z) COMMISSION MEETING - THURSDAY, DECEMBER 7, 2023, 5 PM

Canceled - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 13, 2023, 5 PM

CANCELED - CITY COUNCIL (CC) – TUESDAY, JANUARY 2, 2024, 7 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:	11/30/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/xx/2023 via Municode
City Administrator	<i>Luke B. Olson</i>	Date:	12/xx/2023



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:	November 20, 2023
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR NOVEMBER 14, 2023. [SPECIAL MEETING]

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:	11/09/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/ xx /2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	11/ xx /2023



MINUTES
CITY COUNCIL MEETING
NOVEMBER 14, 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 6:00 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Terry Lynch, and Amanda Noe 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, City Engineer John Birkhoff, P.E., Fire Division Chief (Admin) Jeff Kendrick, and Police Sergeant Courtney Dixon

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

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

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

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

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

Mayor Lee Pettle recessed the regular meeting to Executive Session at 6:02 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 7:01 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Lucy Estabrook led the pledge.

TEXAS PLEDGE: Harryette (Elaine) Hand led the pledge.

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

No comments

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

Canceled - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 13, 2023, 5 PM

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 21, 2023 (CANCELED – DUE TO THANKSGIVING HOLIDAY)

CANCELED - CITY COUNCIL (CC) – TUESDAY, JANUARY 2, 2024, 7 PM

PRESENTATION

ELVIS AND LINDA NELSON DONATION

Linda Nelson presented the Parker Fire Department with a \$500 check. Mrs. Nelson said the Fire Department provided outstanding care and service when her husband, Elvis, was ill and during a fire incident. She said her and her family enjoyed living in Parker because of the wonderful service and everyone treated each other like family.

Mayor Pettle, on behalf of herself, City Council, and City Staff, thanked the Nelsons for their kind and generous donation and asked the fire department personnel present to relay the Nelsons comments.

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 OCTOBER 17, 2023. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) - PHASED APPROACH WORKSHOP]
2. APPROVAL OF MEETING MINUTES FOR OCTOBER 17, 2023. [REGULAR MEETING]
3. APPROVAL OF MEETING MINUTES FOR OCTOBER 24, 2023. [JOINT CITY COUNCIL & PLANNING AND ZONING (P&Z) COMMISSION COMPREHENSIVE PLAN WORKSHOP]
4. APPROVAL OF MEETING MINUTES FOR OCTOBER 30, 2023. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) - PHASED APPROACH WORKSHOP]
5. CONSIDERATION AND APPROPRIATE ACTION ON RESOLUTION NO 2023-767 REGARDING PARTICIPATION IN THE TEXAS SMARTBUY PROGRAM OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 271.083 FOR THE PURCHASE OF TOXICOLOGY BLOOD EVIDENCE COLLECTION KITS.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-768 OF THE CITY OF PARKER. TEXAS FINDING THAT COSERV GAS, LTD.'S STATEMENT OF INTENT TO INCREASE RATES WITHIN THE CITY SHOULD BE DENIED; 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 THE CITY'S LEGAL COUNSEL.

MOTION: Councilmember Noe moved to approve consent agenda items 1 through 6 as read. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS (1 of 2)

7. TEMPORARY MORATORIUM EXTENSION:

PUBLIC HEARING REGARDING EXTENSION OF THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 854 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.'S 846, 844, 839, 833, 824, 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

Mayor Pettle opened a public hearing regarding the extension of the temporary moratorium at 7:09 p.m.

City Engineer John W. Birkhoff, P.E., of Birkhoff, Hendricks & Carter, LLP, greeted the Mayor and Council and reviewed the City of Parker's current water supply and demand. With reference to his "Water Projections" letter included in tonight's Council packet, dated November 7, 2023, to City Administrator Luke Olson, Mr. Birkhoff indicated after the engineering firm's August 2023 evaluation, "the day of maximum pumpage was determined and selected records were received from the city. The water records from the City show Friday, August 18th as being the day of maximum usage. This day exceeded demands reported in our August 10, 2023, letter in connection with the moratorium. We reviewed the hourly records on the day of maximum usage and have tabulated those hourly results. Based on the number of September 2023 connections of 2,108 and a per unit density of 2.79 persons per unit calculates a population of 5,882. For August 18th, the maximum daily demand was 4,242,888 gallons which equates to a per capita demand of 721 gallons per capita. The maximum hourly demand occurred at 6 AM at a rate of 1,236 gallons per capita. Since the September analysis of water usage, 11 additional homes have been brought online.

To meet the demand placed on the system all pumps at the Eastside Pump Station were in use. The design of a pump station to conform to the TCEQ requirements has the largest pump out at any given time as it is the backup pump in the event any of the three remaining pumps fail. Although the system performed during the summer of 2023, we recommend during the fall the city have the pumps and electrical switch gear checked out and flow test be run to determine if any work

is required to minimize the probability of a pump or switch gear failure next summer in the event the new supply to the Central Pump Station is not in place. Birkhoff, Hendricks & Carter, LLP recommends no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station. In addition, they recommend the city consider more rigid water management requirements in an attempt eliminate the need to routinely run the backup pump to meet water demands."

City Administrator Olson said the City is doing routine maintenance on the pumps and will do an annual inspection of all pumps in December along with ordering supplies to have on hand as the supply chain is slow at times.

Mayor Pettle asked if anyone in the audience had comments.

Zakiuddin Syed, owner of a Parker Road lot (not addressed yet), said he purchased his land/lot in late 2021, prior to the moratorium, and he is waiting for permits and approval to build his home. He currently maintains contact with Public Works Director Machado.

No one else came forward.

Mayor Pettle declared the public hearing closed at 7:21 p.m.

Ordinance No. 854 caption was read, as follows:

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 854 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.'S 846, 844, 839, 833, 824, 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

MOTION: Councilmember Kercho moved to amend Ordinance No. 854 from 90 to 120 days and approve Ordinance No. 854 extending the temporary moratorium enacted by Ordinance No.'s 846, 844, 839, 833, 824, 815 and 812 on the acceptance, review, and approvals necessary for the subdivision, site planning, development, or construction within the city limits and extraterritorial jurisdiction of the City of Parker, noting the moratorium could be ended by City Council after thorough review of circumstances. Councilmember Lynch seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0. [See **Exhibit 1 – Amended Ordinance No. 854 (Extension of Temporary Moratorium on Acceptance of Development Applications) – 120 days, dated November 14, 2023.**]

PRESENTATION

i TEXAS COALITION FOR AFFORDABLE POWER [TCAP] – ELECTRIC SUPPLY

Texas Coalition for Affordable Power (TCAP) Executive Director Margaret Somereve reviewed the TCAP For Cities – By Cities – Making a Powerful Choice PowerPoint

[See **Exhibit 2 – TCAP For Cities – By Cities – Making a Powerful Choice PowerPoint, dated November 14, 2023.**] and responded to questions from the Mayor and Council.

INDIVIDUAL CONSIDERATION ITEMS (2 of 2)

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-769 REGARDING 7 VOTES FOR COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

MOTION: Councilmember Lynch moved to approve Resolution No. 2023-769 awarding the City of Parker's seven (7) votes for Collin County Central Appraisal District to Richard Williams. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 855 APPOINTING A DEPUTY CITY SECRETARY WITH THE POWERS AND DUTIES TO ASSIST WITH SAID OFFICE AND TO SERVE IN THE ABSENCE OF THE CITY SECRETARY

The ordinance would appoint a Deputy City Secretary to act in the absence of the City Secretary. After discussion, the City Council decided to reappoint Court Clerk Newton.

MOTION: Councilmember Lynch moved to approve Ordinance No. 855 appointing a Deputy City Secretary with the powers and duties to assist with said office and to serve in the absence of the City Secretary. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-770 MAKING APPOINTMENTS TO THE PLANNING AND ZONING (P&Z) COMMISSION.

It was noted that staff spoke with the P&Z Commissioners and all members expressed a desire to continue their service with the following members up for reappointment:

Member	Position	Term Expiration
Russell Wright	Place One; Chairperson	Nov. 30, 2023
Wei Wei Jeang	Place Three, Secretary	Nov. 30, 2023
Jasmat Sutaria	Place Five	Nov. 30, 2023
Larkin Crutcher	Alternate 1	Nov. 30, 2023
JR Douglas	Alternate 2	Nov. 30, 2023
Lucy Estabrook	Alternate 3	Nov. 30, 2023

MOTION: Councilmember Lynch moved to approve Resolution No. 2023-770, making appointments/re-appointments to the Planning and Zoning (P&Z)

Commission, and re-appointing the expiring P&Z Officers with the following expiration dates:

Member	Position	Term Expiration
Russell Wright	Place One; Chairperson	Nov. 30, 2025
Wei Wei Jeang	Place Three, Secretary	Nov. 30, 2025
Jasmat Sutaria	Place Five	Nov. 30, 2025
Larkin Crutcher	Alternate 1	Nov. 30, 2025
Lucy Estabrook	Alternate 2	Nov. 30, 2025
Lynnette Ammar	Alternate 3	Nov. 30, 2025

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

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-771 MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA).

It was noted that staff spoke with the ZBA members, and all members expressed a desire to continue their service with the following members up for reappointment:

Member	Position	Term Expiration
Steve Schoenekase	Place One (1), Vice Chair	Nov. 30, 2023
Andrew Ellison	Place Three (3), Chair	Nov. 30, 2023
Brian Deaver	Place Five (5)	Nov. 30, 2023

Councilmember Lynch stated in the future it would be helpful for those with two (2) years terms to have the attendance reports for two years available.

MOTION: Councilmember Lynch moved to replace Brian Deaver, Place Five (5) with ZBA applicant Allison Sumrow and approve Resolution No. 2023-771, making appointments/re-appointments to the Zoning Board of Adjustment (ZBA), as follows:

Member	Position	Term Expiration
Steve Schoenekase	Place One (1), Vice Chair	Nov. 30, 2025
Andrew Ellison	Place Three (3), Chair	Nov. 30, 2025
Allison Sumrow	Place Five (5)	Nov. 30, 2025

Councilmember Noe seconded. After an attendance discussion and Councilmember Kercho, a former ZBA member, commenting on how ZBA meeting dates are scheduled, no Councilmember voted for the motion. Motion failed, 0-0.

MOTION: Mayor Pro Tem Reed moved to postpone Resolution No. 2023-771, making appointments/re-appointments to the Zoning Board of Adjustment (ZBA) and requesting additional review of the resolution and ordinances related to ZBA. Councilmember Fecht seconded with Councilmembers Fecht, Lynch, Noe, and Reed voting for the motion to postpone. Councilmember Kercho voting against the motion. Motion carried 4-1.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-772 MAKING APPOINTMENTS TO THE PARKS AND RECREATION (P&R) COMMISSION.

It was noted that staff spoke with the P&R Commissioners and certain members (LeAnn Turrentine, Melanie Harris, and Paula Johnston-Hutka, have decided to step down at this time.) provided resignations, while others have expressed a desire to continue their service, as follows:

Member	Position	Term Expiration
Cherie Ware	Place One; Voting	Nov. 30, 2023 Would like to continue
LeAnn Turrentine	Place Three; Voting	Nov. 30, 2023 Resignation
Donna DaCosta	Place Five; Voting	Nov. 30, 2023 Would like to continue
Richard Pratt	Alternate One	Nov. 30, 2023 Would like to continue
Melanie Harris	Alternate Two	Nov. 30, 2023 Resignation
Paula Johnston-Hutka	Alternate Three	Nov. 30, 2023 Resignation
Cyndy Lane	Alternate Four	Nov. 30, 2023 Would like to continue

MOTION: Councilmember Noe moved to approve Resolution No. 2023-772 making appointments/reappointments to the Parks and Recreation (P&R) Commission, as follows:

Member	Position	Term Expiration
Cherie Ware	Place One; Voting	Nov. 30, 2025
Pier Burgess	Place Two; Secretary	Nov. 30, 2024
Cyndy Lane	Place Three; Voting	Nov. 30, 2025
Frank DaCosta	Place Four; Chair	Nov. 30, 2024
Donna DaCosta	Place Five; Voting	Nov. 30, 2025
Richard Pratt	Alternate One	Nov. 30, 2024
Vacant	Alternate Two	Nov. 30, 2024
Vacant	Alternate Three	Nov. 30, 2024
Vacant	Alternate Four	Nov. 30, 2024

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

7. CONSIDERATION, DISCUSSION, AND/OR APPROPRIATE ACTION ON RESOLUTION NO 2023-773 REGARDING APPROVAL OF THE 2023-2024 INVESTMENT POLICY.

Finance/Human Resources Director Savage reviewed the item stating, Section 2256.005, Texas Government Code requires the City Council review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and record any

changes made. The investment policy was last reviewed by the City Council on June 20, 2023. Currently, there are no proposed changes.

MOTION: Councilmember Lynch moved to approve Resolution No 2023-773 accepting the 2023-2024 Investment Policy. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 856 REGARDING A TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS) ADJUSTMENT.

Finance/Human Resources Director Savage reviewed the item stating, during the FY 2023-2024 budget process, the Mayor and Council approved an increase in TMRS contribution rates. This change will become effective on January 1, 2024. The employee rate will increase from 6% to 7% and the city rate will increase from 12% to 14%.

MOTION: Councilmember Lynch moved to approve Ordinance No. 856 regarding a Texas Municipal Retirement System (TMRS) adjustment. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 857, APPROVING THE 2023 TAX ROLL.

Finance/Human Resources Director Savage reviewed the item stating, the City received a letter, dated October 10, 2023, from Tax Assessor Collector Kenneth L. Maun with the 2023 Tax Roll Summary. With Ordinance No. 857, City Staff is seeking formal approval in accordance with *Texas Property Tax Code*, Section 26.09 (e), provided, as follows:

Sec. 26.09. CALCULATION OF TAX.

(e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.

MOTION: Mayor Pro Tem Reed moved to approve Ordinance No. 857, formally approving the 2023 Tax Roll. Councilmember Lynch seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON SETTING A PUBLIC HEARING DATE FOR THE WATER IMPACT FEE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN AND IMPACT FEES

UPDATE IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE CHAPTER 395.

MOTION: Mayor Pro Tem Reed moved to set a public hearing date, Tuesday, December 19, 2023, for the Water Impact Fee Land Use Assumptions, Capital Improvement Plan and Impact Fees Update in accordance with Texas Local Government Code Chapter 395. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 858 AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2023-2024 OPERATING BUDGET. [SAND SPREADER]

Finance/Human Resources Director Savage reviewed the item stating, the purpose of this agenda item is to reappropriate unspent funds from the FY 2022-2023 budget to the FY 2023-2024 budget in the amount of \$6,000. These funds will be used to purchase a vehicle mounted sand spreader in the Public Works department that was approved as a supplemental in the FY 2022-2023 budget.

MOTION: Councilmember Noe moved to approve Ordinance No. 858 authorizing expenditures and approving amendment(s) to the FY 2023-2024 Operating Budget. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

ROUTINE ITEMS

12. UPDATE(S):

FM2551

City Administrator Olson reported power polls are being installed and no disruption in traffic has been noted thus far.

ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON

City Administrator Olson reported Enterprise is completing a new vehicle chart plan for the City, based on the new market realities and they hope to be at the December 5, 2023 City Council meeting in person or virtually to answer our vehicle questions.

NEWSLETTER

Mayor Pettle noted one newsletter has gone out electronically in its new version. Councilmember Lynch indicated she has had positive comments, while Mayor Pettle related that she has had mostly negative comments. The Mayor encouraged residents to read the newsletter (The newsletter is on the website @ <https://www.parkertexas.us/ArchiveCenter/ViewFile/Item/3512>). She asked residents to send their feedback to Assistant City Administrator/City Secretary Scott Grey at pgrey@parkertexas.us, noting the newsletter is a work in progress.

WEBSITE

City Administrator Olson said City Staff has met with CivicPlus®, the City's website vendor, to provide additional information for new website.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

City Attorney Stanphill stated a Zoom Hearing has been scheduled for the Metropolitan Utilities District, or M.U.D., beginning Tuesday, November 28, 2023, 9 am. There is a preliminary Zoom hearing on Monday, November 20, 2023. The City is hoping to receive information on our motion to dismiss the MUD application on or before the Monday, November 20, 2023 hearing, as well as getting a ruling on numerous other motions. The City has filed an appeal of the Wastewater Treatment Plant (WWTP) ruling from TCEQ with the Travis County District Court. The City does not know how long it may be before we get a ruling.

CAPITAL IMPROVEMENT PLAN (CIP)

Councilmember Lynch reported the CIP draft proposal is almost there, but still has open items to be completed. It was noted that the draft proposal is attached to the minutes of this meeting and residents are encouraged to read the CIP proposal and send their comments to Assistant City Administrator/City Secretary Scott Grey at pgrey@parkertexas.us, comments will be related to Council. Mrs. Lynch also noted there is a public comment section at each CIP meeting, should anyone like to give their comments in person. Mayor Pettle noted the CIP proposal has been a cooperative effort of all of Council and staff with Terry Lynch and Amanda Noe taking the lead. The City Council thanked all involved for their efforts.

COMP PLAN

Mayor Pettle related a joint meeting with Council and Planning and Zoning would be the next step and that meeting is being arranged. Once scheduled, it will be posted and open to the public.

POLICE VEHICLES

City Administrator Olson reported three (3) vehicles have been purchased and Enterprise will add them to our contract for services. Those vehicles are being shipped to Texas and are fully outfitted for police duty. Due to the supply chain issues, the City will have to keep you posted on a delivery date.

ANY ADDITIONAL UPDATES

None

MONTHLY/QUARTERLY REPORTS

Council accepted the departmental and quarterly reports hyperlinked below:

[September 2023 - Code Report](#)

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

[October 2023 – Court Report](#)

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

[Fire 3rd Qtr. Report 2023](#)

[Investment3rd Qtr. Report 2023](#)

[September - October 2023 – Police Report](#)

[September 2023 Police Report](#)

[October 2023 Police Report](#)

DONATION(S)

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

Kristl Pearl from Dublin Road Estates' National Night Out (NNO) event donated \$154 and \$130 cash respectively to Parker Fire and Police Departments [2 of 2 Donations – Note: Kristl Pearl from Dublin Road Estates' National Night Out (NNO) event donated \$100 each via Phil & JoAnn DeNitto checks 10348 & 10349 to Parker Fire and Police Departments.{1 of 2 Donations - Recorded on 2023 1017 CC Agenda/Minutes}].

E.B.A. Automotive 5843 Curtis Dr. Suite 500 Allen, TX 75002 donated donuts valued at \$10 to the City of Parker.

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

Elvis and Linda Nelson donated \$500 to the Parker Fire Department in recognition of their efforts to save Elvis' life in January 2022 and their property in February 2023.

Kathy Young donated homemade banana nut bread valued at \$10 to the Parker Police Department.

The Regh's donated Nothing Bundt Cakes valued at 30.00 to the Parker Police Department.

Scott Jeffries and Andrea Petro donated \$500 each to the Parker Fire and Police Departments.

First United, Durant, OK donated \$500 via Check No. 229278 to City of Parker, TX Parkerfest.

Maryam Boroujerdi and Mohammad Massoudi donated one (1) Dozen Bundtinis valued at \$28 to City Staff.

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

FUTURE AGENDA ITEMS

14. 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, December 5, 2023.

ADJOURN

Mayor Lee Pettle adjourned the meeting at 9:04 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Patti Scott Grey, City Secretary

Approved on the 5th day
of December, 2023.

PROPOSED

ORDINANCE NO. 854
(Extension of Temporary Moratorium on Acceptance of Development Applications)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, AND DETERMINATION AND APPEALS; PROVIDING FOR SEVERABILITY, REPEALER, ENFORCEMENT, PROPER NOTICE AND MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Parker, Texas (the “City Council”), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations and infrastructure were not designed to address; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to extend the enacted moratorium in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction on real property in the City Limits and extraterritorial jurisdiction (“ETJ”); and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace, or order of the City and is necessary for carrying out a power granted by law to the City; and

WHEREAS, Texas Local Government Code Chapters 211, 212, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures, and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally sustainable and environmentally responsible manner; and

WHEREAS, the City limits and ETJ are comprised of a combination of topographical, ecological, and other features that create significant development challenges; and

WHEREAS, as codified in Texas Water Code Chapter 552, Subchapter A, the Legislature of the State of Texas granted municipalities the authority to own and operate “utility systems,” which include water systems designed to provide domestic consumption of water; and

WHEREAS, Texas Water Code Section 552.015 grants Type A general-law municipalities the authority to provide for municipal water supply systems; and

WHEREAS, the City has determined that it is necessary to the health, safety, and welfare of the people in the City limits and ETJ to encourage and promote the development and use of the

City's water utility and supply systems to serve the water provision needs of the citizens in the City limits and ETJ to prevent failure of water supply within the system; and

WHEREAS, the City conducted an updated analysis to determine the adequacy of the City's current water supply, facilities, and the need beyond the estimated capacity that is expected to result from properties currently in development; and

WHEREAS, upon review of the updated analysis by the City's Engineer and City Administrator, the City Council has made findings contained herein as **Attachment B** related to the inadequacy of existing essential public facilities in accordance with Section 212.135 of the Texas Local Government Code; and

WHEREAS, the City Council finds that certain essential public water infrastructure, supply, and improvements throughout the City limits and ETJ are inadequate and insufficient to adequately serve new development; and

WHEREAS, relying on the analysis provided by City staff, the outstanding permits issued by the City prior to this moratorium, and the City's impact fee analysis, the City Council makes the following findings:

1. Taking in account all water that has been committed by contract, the City's water facilities are at capacity; and
2. The current water system has bottlenecks that threaten the proper operation of the City's water system; and
3. Based on these bottlenecks and the contractual commitments that will utilize all additional supply of the City's water system, there is currently no additional supply available to commit to development of lots; and
4. This moratorium is reasonably limited to property located in the City limits and ETJ.

WHEREAS, the City continues to take actions to increase the water supply of the City of Parker, including but not limited to investigating options within the current contract with North Texas Municipal Water District and alternative options, but until actions can be finalized to increase the water capacity, allowing for additional water service connections to the Parker water service area will only exacerbate the situation; and

WHEREAS, the City Council finds that a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in the City limits and ETJ will prevent the situation from becoming worse, and will allow the City time to address the measures needed to remedy the shortage of supply and to secure funds to pay for such remedial measures; and

WHEREAS, additional evaluation of the existing supply, infrastructure, and development is needed to allow for growth and development within the City limits and ETJ while protecting the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, the City desires to continue its study and evaluation of the impact of further development, the need and source of additional water supply and facilities, appropriate water regulations, and issues that will affect future growth and development of the area within its jurisdiction; and

WHEREAS, the City finds this evaluation process will require community input and will take a reasonable amount of time to complete; and

WHEREAS, the City has determined that resources for additional water supply must be readily available to the City before the City's water system can serve new development; and

WHEREAS, the City has determined that it is necessary to study and update its development ordinances and procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthen the connection between the City's Code of Ordinances and the goals and needs of the City's residents, and to protect the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, in order for the City to have adequate and reasonable time to review, evaluate, and revise the City's development ordinances in light of the most recent legislative changes effective September 1, 2023, and to consider the impact of the ordinances upon future growth, public health and safety, development, the natural environment, and place of architectural and ecological importance and significance within the City limits and ETJ, the City wishes to maintain the *status quo* by extending the enacted temporary moratorium, during which certain applications for development permits and/or approvals will be suspended; and

WHEREAS, the purpose of prohibiting certain applications for development permits and/or approvals during this period includes, within limitation, preserving the *status quo* during the planning process, eliminating incentives for hurried applications, facilitating thoughtful and consistent planning, avoiding exploitation of the delays inherent in the municipal legislative process, and preventing applications from undermining the effectiveness of the revised rules by applying for permits and/or approvals in order to avoid the application of new, possibly more restrictive, development regulations; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement the moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Texas Local Government Code Chapter 212, Subchapter E; and

WHEREAS, all notices and hearings, including a hearing by the Planning & Zoning Commission, were published and held in accordance with applicable statutes, law, and regulations and a temporary moratorium was originally adopted on March 11, 2022 for a period of 90 days; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at City Council and City Council approved an extension on June 7, 2022 for an additional 90 days following the original term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at City Council and City Council approved an extension on September 6, 2022 for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at the City Council and City Council approved an extension on December 6, 2022 for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at the City Council and City Council approved an extension on March 7, 2023 for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at the City Council and City Council approved an extension on May 23, 2023 for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for August 15, 2023 at the City Council for City Council's consideration of an extension of an additional 90 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for November 14, 2023 at the City Council for City Council's consideration of an extension following the then-current term; and

WHEREAS, based on the updated findings contained herein, information provided by City staff, and the evidence submitted at public hearings, the City Council has determined that existing development ordinances and regulations and other applicable laws are inadequate to prevent existing essential public water facilities from exceeding capacity, thereby being detrimental to the public health, safety, and welfare of the residents of Parker; and

WHEREAS, the City Council finds that the enactment of this Ordinance is directly related to the immediate preservation of the public peace, health, or safety.

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

Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT

The recitals contained in the preamble of this ordinance are incorporated into the body of this Ordinance as if set out fully herein as legislative findings of fact.

Section 2. DEFINITIONS

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of

Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

- A. **“Essential Public Facilities”** means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.
- B. **“Permit”** means a license, certificate, approval, registration, consent, permit, contract, or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought
- C. **“Project”** means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.
- D. **“Property Development”** means the construction, reconstruction, or other alteration or improvement of buildings or the subdivision or replatting of a subdivision of property.

Section 3. APPLICABILITY

The City of Parker hereby enacts this Ordinance in order to extend the temporary moratorium enacted on March 11, 2022 on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities. This extension of the temporary moratorium applies to all city zoning district uses within the City limits and ETJ.

Unless a Project falls within an Exception (as provided below), this temporary moratorium applies to all applications for property development permits. Permits that are affected or not affected by the moratorium are attached as **Attachment A**. The applicability of the moratorium to any permit not listed shall be determined based on the purpose of the moratorium and may be added to the list by the City Administrator or Mayor.

Section 4. PURPOSE

This temporary moratorium is being extended to maintain the *status quo*, and to:

- A. Review the City’s policies on the acceptance of applications for municipal Permits for construction or development;
- B. Update the City’s permitting and planning requirements and processes for utility and water infrastructure;

- C. Obtain and review public input and expert guidance; and
- D. Update the City's water utility infrastructure and supply.

Section 5. ENACTMENT

The City of Parker hereby enacts this Ordinance extending the temporary moratorium on the City's acceptance, review, approval, and issuance of permits in the City limits and ETJ.

Section 6. DURATION

The duration of the extension of this temporary moratorium shall be for a period of one hundred twenty (120) days from December 2, 2023, the expiration of the previously adopted extension, after enactment of this Ordinance to March 31, 2024, or repeal of this Ordinance by the City, whichever is sooner.

Section 7. EXTENSION

If the City determines that the period is insufficient for the City to fully complete its study and increase its water supply, this Ordinance may be renewed or extended for an additional period of time necessary to complete the implementation of the changes to the City codes, policies, and processes and the implementation of actions necessary to expand the City's water supply in accordance with the time limits as provided by law upon a majority vote of the City Council.

Section 8. EXCEPTIONS AND EXEMPTIONS

A. **Exceptions.** Any property owner who believes that he or she falls within the below exceptions shall provide notice of the exception at time of application for any permit with the City-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be determined within the same time period as the administrative completeness check for each Project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Report is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

1. **No Impact Projects.** The temporary moratorium extended by this Ordinance does not apply to a Project that does not:
 - Impact Water Supply and/or Capacity; and

To make a determination of whether a Project is no impact as listed, an applicant shall apply for an exception to the moratorium.

2. **Ongoing Projects.** The temporary moratorium extended by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of

February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider the implementation of a temporary moratorium. The provisions of this Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved water plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.

3. **Grandfathered Projects.** The temporary moratorium extended by this Ordinance shall not apply to Projects that are grandfathered as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after February 25, 2022, then a new request is not required to meet this exception. New permits applied for as part of a previously vested Project may proceed once an exception is applied for and approved as described herein.
4. **Development Agreement.** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, water, wastewater, and development rules pursuant to Texas Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New Permits applied for as part of a Development Agreement Project may proceed once an exception is applied for and approved as described herein.

B. Waivers. Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain water infrastructure at property owners' sole expense in accordance with Texas Local Government Code Chapter 212, Subchapter E may apply for a waiver in accordance with City policy.

Section 9. DETERMINATIONS AND APPEALS

A. Exceptions. The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt.

Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.

- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

Section 10. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance shall control.

Section 11. SEVERABILITY

If any article, paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of this Ordinance as a whole.

Section 12. ENFORCEMENT

The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity.

Section 13. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and a public hearing were also provided as required by Texas Government Code Chapter 212, Subchapter E.

Section 14. EFFECTIVE DATE

This Ordinance shall be effective upon its approved execution and shall extend the moratorium for 120 days from the final day of the previously extended term of the temporary mortarium, which is December 2, 2023, to March 31, 2024.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER,
COLLIN COUNTY, TEXAS, THIS 14TH DAY OF NOVEMBER 2023.**

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

Amy J. Stanphill, City Attorney

ATTACHMENT A

PERMITS SUBJECT TO MORATORIUM

- Building Permit Application
- Development Agreement
- Development Agreement Minor Modification/Amendment
- Plan Review Application
- Subdivision Application
- Site Development Application
- Conditional Use Permit
- Variance Application
- Wastewater Application
- Special District Agreement/Amendment
- Accessory Dwelling Unit Permit
- Mobile/Modular Home Permit

PERMITS NOT SUBJECT TO MORATORIUM

- Zoning Amendment/PDD Application
- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- Operational Permit/Inspection Application
- On Site Sewage Facility Permit Application
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Master Sign Plan
- License to Encroach
- Exterior Lighting Compliance Review
- Zoning Determination Letter Request
- Building Addition Permit
- Accessory Structure Permit
- Demolition Permit
- Asbestos Compliance Statement
- Pyrotechnics/Fireworks Application
- Certificates of Occupancy Application
- Any Fire Permits
- Swimming Pool Permit

ATTACHMENT B

For Cities – By Cities

Making a Powerful
Choice

Texas Coalition for Affordable Power

Exhibit 2

Who is TCAP?



TCAP Board

Place 1- Grand Prairie (North) Chuong Phung Assistant City Attorney January 2019	Place 2- McAllen (South) Roy Rodriguez City Manager July 2021, 2016	Place 3- Victoria (South) Gilbert Reyna Chief Financial Officer Pre Merger (STAP)	Place 4 – Hidalgo Co. (South) Hon. Richard Cortez County Judge May 2023	Place 5- Sugar Land (Houston) Scott Butler Executive Director May 2023	Place 6-North Richland Hills (North) Karen Manila Assistant City Manager January 2012	Place 7-Hurst (North) Clayton Fulton Assistant City Manager January 2021	Place 8- Kingsville (South) Courtney Alvarez City Attorney Pre Merger (STAP)	Place 9- Lancaster (North) Carey Neal Assistant City Manager July 2021	Place 10- Edna (South) Gary Broz City Manager January 2021	Place 11 -Anna (North) Alan Guard Finance Director January 2023	Place 12-Tomball (Houston) David Esquivel City Manager July 2021	Place 13-Lewisville (North) Clifford Howard Fiscal Services Manager January 2013	Place 14-Wichita Falls (West) Darron Leiker City Manager July 2016	Place 15- South Texas Water Authority (South) Jo Ella Wagner Asst. ED/Finance Director January 2023
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At Large

Small Members

Large Members

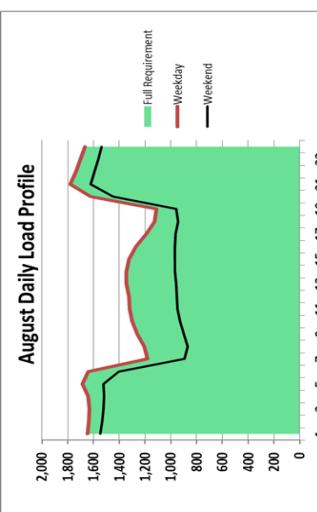
Medium Members

Meeting Date: 12/05/2023 Item 2.

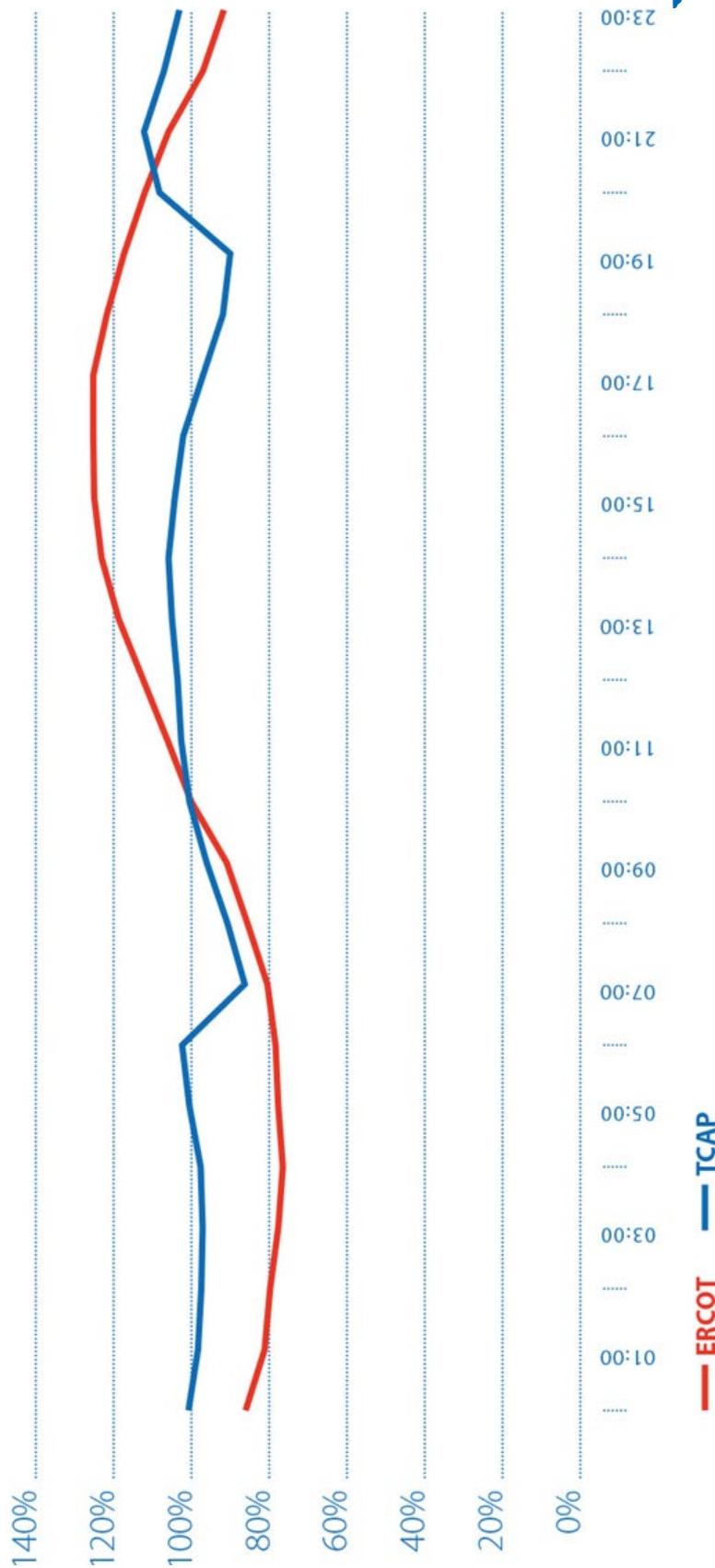


WHY TCAP?

- Non-profit organization
- Wholesale Market
- Pool 1 billion kWh of energy to negotiate low rates
- Attractive Load Profile

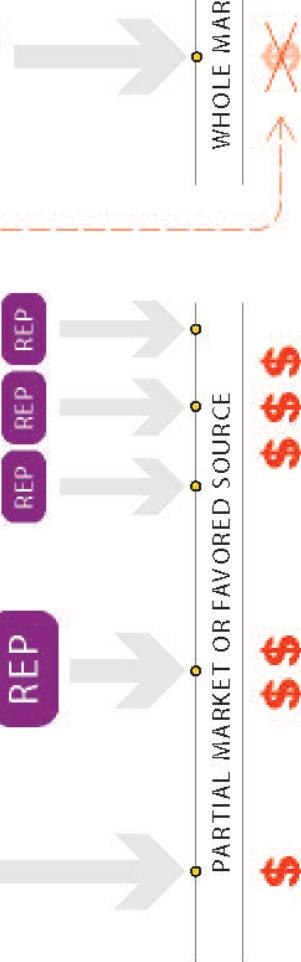


Average August Day Load—ERCOT vs. TCAP (Hourly Demand % of Average)



Uniquely Different

MUNICIPAL BUYER



WHOLESALE MARKET

Local Government Code

- Section 304
 - Energy Aggregation for Local Governments
 - Section 252.022
 - Exempts electricity from bidding requirements

Bifurcated Contract

- Buys in wholesale market
- REP only a billing partner
- Can change REP and not lose price

Membership Services

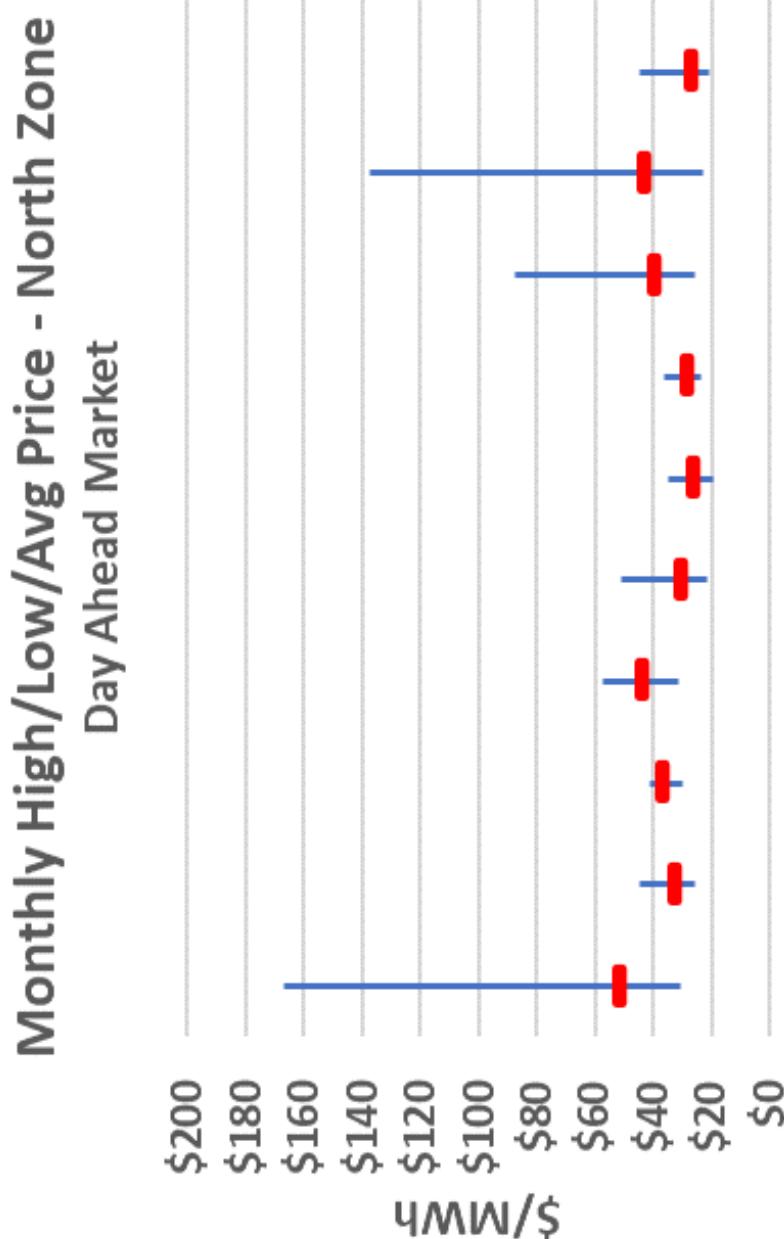
- Annual Budget estimates
- Help with state reporting
- Access to Energy consultants
- Review of renewable contracts
- Energy conservation programs
- TCAP billing portal
- Webinars
- Peer elected Board of Directors

Contracting



- **Fixed Price, Fixed Term Contracts**
Pro - Energy price fixed for up to 5 years
Pro – Can plan budgets 5 years out
Con – Pick one day in the year to make 5 years of purchases
Con – Not able to take advantage if energy prices fall
- **SHP – Strategic Purchasing**
Pro – flexible, can take advantage of market
Pro – take advantage of falling prices
Pro – can lock in a contract if market or city changes mind
Con – prices are fixed for 1-year periods only
Con – prices could be higher one year than the previous

SHP - The Average Is Much More Stable

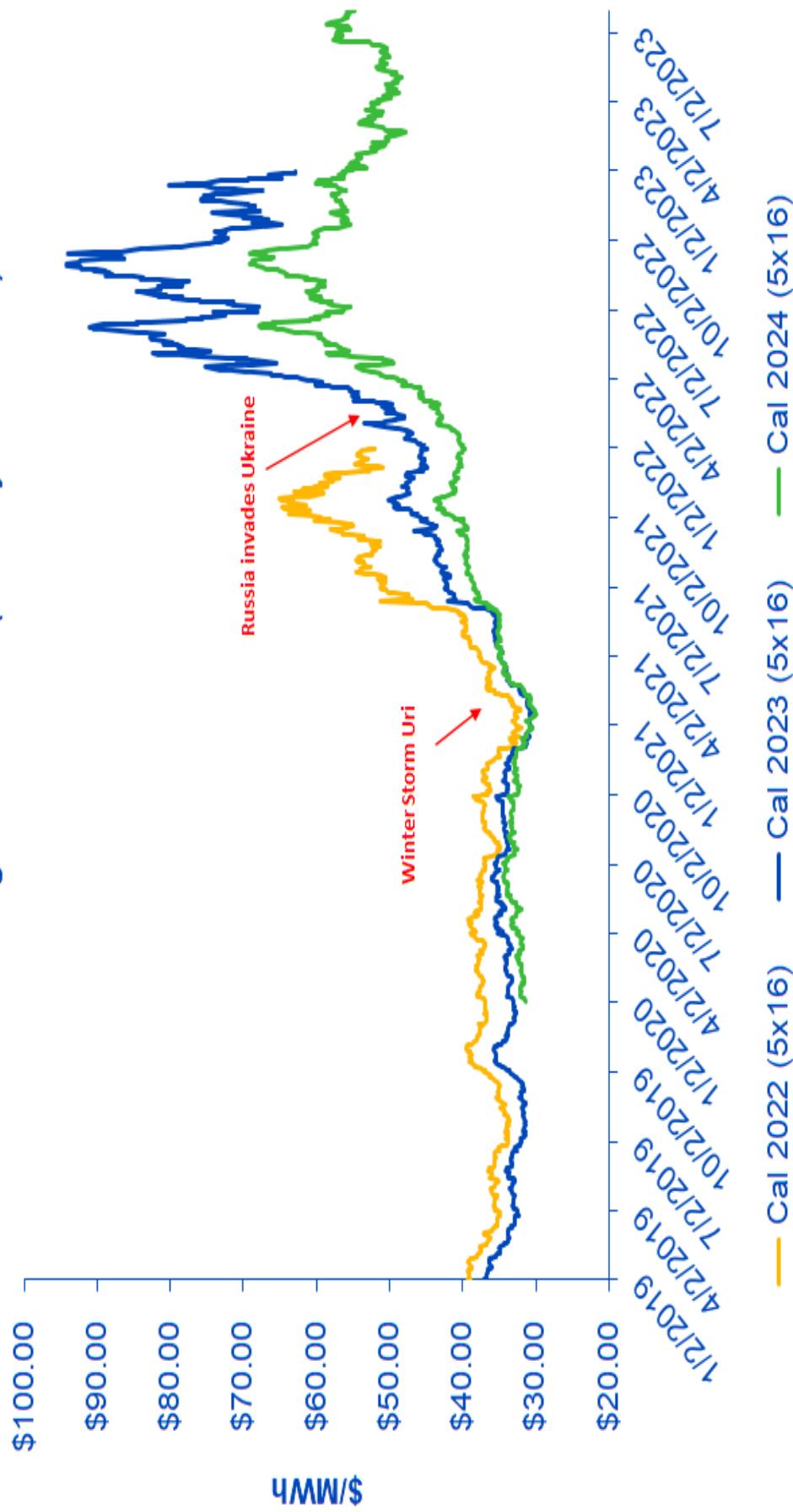


Price Range Varies Greatly by Year

But Average Pricing is Much Less Volatile

Electricity Prices

ERCOT NORTH HUB FUTURES PRICING During On Peak Hours (Weekdays 6AM-10PM)



ERCOT Pricing Pattern Dynamics

Why Does Price Change Over Time?

Meeting Date: 12/05/2023 Item 2.

Current Year or Next Year: Prices Often Higher in Immediate Next Year Reflecting Uncertainty Created by Current Market Problems and Issues

Two Years out: Market Feels Short Term Problems will be Resolved. Carrying Charges and Market Premium are Low. Typically, **A Good Time to Buy.**

More than Two Years: Prices Increase Over Time Reflecting Carrying Costs of Procurement for Future Needs and Risk Premiums for future market uncertainty

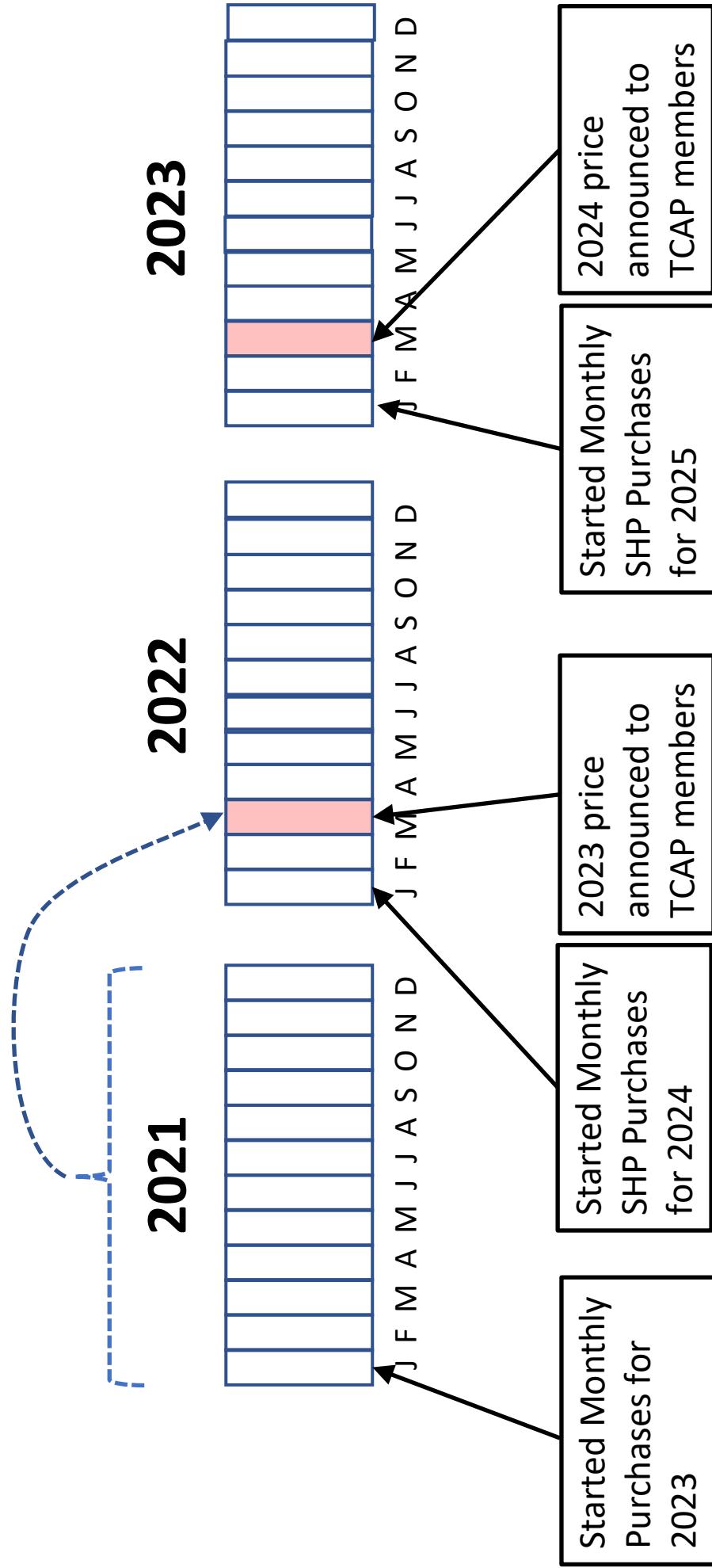


SHP Mechanics – What is Different?

- **Ultra-Competitive RFP Process for Procurement**
 - Multiple RFPs for Each Year’s Procurement to Mitigate Price Risk
- **Periodic Procurements**
 - Avoids the “All-In” Guess of a Single Fixed Price Multi-Year Deal
- **Fits Member Needs**
 - Timely – Price known Prior to Fiscal Year Budgeting Needs
 - **Market Competitive** – Avoids Having To Explain a Long Term Out of Market Price to Citizens



SHP – Timeline



2024 – Purchases for 2026

2025 – Purchases for 2027. Also review purchasing strategy for post 2027

The board reviews the market at every board meeting to determine if something needs to change



- ERCOT continues to spend money to buy more of these products.
 - Used for extra capacity in the market
 - Prior to Uri - \$2.15 MW
 - Typically - \$4.00 MW
 - Spiked to \$8.65 MW in June
- TCAP has entered into an agreement with Broad Reach Power
 - leading utility-scale battery storage
 - fixed price over a five-year period.
- Contract allows for renegotiation when ERCOT adds more ancillary services to market.

Ancillary Service Costs



QUESTIONS?

Margaret Somereve
msomereve@tcaptx.com
972-764-3136



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Administrator Olson
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Luke Olson
Estimated Cost:	Date Prepared:	November 28, 2023
Exhibits :	<ol style="list-style-type: none"> 1. Proposed Resolution w- Exhibit A 2. CPI Table 3. Republic Services Inc. Manager Rick Bernas' Presentation (Reviewed @ the meeting) 4. Res. No. 2023-724 (Solid Waste Rates and Fees Adjustment) - Increase 5. Res. No. 2021-685 (2022 Solid Waste Agreement) 	

AGENDA SUBJECT

REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION:

PRESENTATION

DISCUSSION/CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-774, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT.

SUMMARY

In December of 2021 the City of Parker executed a contract with Republic Service Inc. The Contract permits Republic to request a rate adjustment to the monthly service charge not more often than once per year to reflect changes in operating costs or increased costs due to (i) changes in location of disposal facilities, (ii) increase in disposal costs after the first year of the contract, (iii) increased fuel costs, or changes in local, state, or, federal statutes, rules, ordinances, regulations, or other laws. This action is to increase the rate for 2024.

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:	11/30/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/xx/2023 via Municode
City Administrator	<i>Luke B. Olson</i>	Date:	12/xx/2023

RESOLUTION NO. 2023-774
(*Republic Waste Services Rate Adjustment*)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING A RATE ADJUSTMENT FOR ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF PLANO PURSUANT TO THE WASTE COLLECTION AND DISPOSAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2021-685, the City approved and entered into a Waste Collection and Disposal Agreement (the “Agreement”) with Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano (“Republic”); and

WHEREAS, Section 5.B of the Contract permits Republic to request a rate adjustment to the monthly service charge not more often than once per year to reflect changes in operating costs or increased costs due to (i) changes in location of disposal facilities, (ii) increase in disposal costs after the first year of the contract, (iii) increased fuel costs, or (changes in local, state, or, federal statutes, rules, ordinances, regulations, or other laws; and

WHEREAS, Republic has requested a rate adjustment effective January 1, 2024 as shown on Exhibit A; and

WHEREAS, the City cannot unreasonably withhold approval of the rate adjustment; and

WHEREAS, the City finds that the rate adjustment meets the terms of the Contract and should be approved;

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

SECTION 1. The recitals contained in the preamble of this resolution are incorporated into the body of this resolution as is set out fully herein.

SECTION 2. The rate adjustment as shown in Exhibit A is approved.

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

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 5th day of December, 2023.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Amy J. Stanphill, City Attorney

Proposed

EXHIBIT A**City of Parker
Base Rates 01/01/2024**

Residential	
Residential Service 1x a week (2 carts)	13.49
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.40
Recycling Service	6.24
Additional cart	9.36
Carry Out Service	22.12
Extra Cart Carry Out Service	12.52
Special bulk services - per hour	104.39
Replacement recycle cart	54.94

Commercial							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	168.49	281.16	-	-	-	-	-
Delivery	145.71						
Removal	145.71						
Relocate	145.71						
Exchange	145.71						
Extra Yards (per yard)	47.80						
Casters (per collection, per container)	5.82						
Locks (per collection, per container)	2.92						
Enclosures (per collection, per container)	2.92						

Industrial					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	145.71	3.85	116.98	264.75	38.46
Removal	145.71			Wash	291.44
Dry Run	198.17			Liner	40.80
Relocate	145.71				

City Services	
City Hall - 4 Free rolloffs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
264.75	38.46

CPI for All Urban Consumers (CPI-U)**Original Data Value****Series Id:** CUUR0000SEHG**Not Seasonally Adjusted****Series Title:** Water and sewer and trash collection services in U.S.**Area:** U.S. city average**Item:** Water and sewer and trash collection services**Base Period:** DECEMBER 1997=100**Years:** 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203		
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414		
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279				284.687	

RESOLUTION NO. 2023-724
(Republic Waste Services Rate Adjustment)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING A RATE ADJUSTMENT FOR ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF PLANO PURSUANT TO THE WASTE COLLECTION AND DISPOSAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2021-685, the City approved and entered into a Waste Collection and Disposal Agreement (the “Agreement”) with Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano (“Republic”); and

WHEREAS, Section 5.B of the Contract permits Republic to request a rate adjustment to the monthly service charge not more often than once per year to reflect changes in operating costs or increased costs due to (i) changes in location of disposal facilities, (ii) increase in disposal costs after the first year of the contract, (iii) increased fuel costs, or (changes in local, state, or, federal statutes, rules, ordinances, regulations, or other laws; and

WHEREAS, Republic has requested a rate adjustment as shown on Exhibit A; and

WHEREAS, the City cannot unreasonably withhold approval of the rate adjustment; and

WHEREAS, the City finds that the rate adjustment meets the terms of the Contract and should be approved;

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

SECTION 1. The recitals contained in the preamble of this resolution are incorporated into the body of this resolution as is set out fully herein.

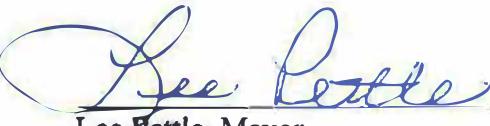
SECTION 2. The rate adjustment as shown in Exhibit A is approved.

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

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 17th day of January, 2023.



CITY OF PARKER:



Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Interim City Attorney

2023 CPI INCREASE

Meeting Date: 12/05/2023 Item 3.

Indices	2021	2022				
CPI - w/s/t 100%	2872.333	3000.014	127.681	4.45%	4.45%	
Totals 100%				Increase	4.45%	

Recycle adjustment

Services	Current	Inc/dec	New Rate	
MSW	\$ 12.27	\$ 0.55	\$ 12.82	
Recycle	\$ 5.68	\$ 0.25	\$ 5.93	New
Brush/Bulk	\$ 2.18	\$ 0.10	\$ 2.28	Monthly
				\$ 21.02
Extra cart	\$ 8.52	\$ 0.38	\$ 8.90	
Carryout	\$ 20.13	\$ 0.89	\$ 21.02	
Extra cart	\$ 11.39	\$ 0.51	\$ 11.90	
Add'l Rolloff	\$ 240.96	\$ 10.71	\$ 251.67	

Exhibit A

Patti Grey

From: Bernas, Richard <RBernas@republicservices.com>
Sent: Saturday, January 14, 2023 11:13 AM
To: Patti Grey; Luke Olson
Subject: Fwd: Parker CPI
Attachments: Parker PI 010123.pdf

Here is a version with commercial included

Get [Outlook for iOS](#)

From: Shortnacy, Leslie Lalonde <LShortnacy@republicservices.com>
Sent: Friday, January 13, 2023 4:43:48 PM
To: Bernas, Richard <RBernas@republicservices.com>
Cc: Henderson, Deborah <DHenderson2@republicservices.com>; Heinz, Erik <EHeinz@republicservices.com>
Subject: RE: Parker CPI

Happy Friday

Here is the corrected City of Parker rate sheet.

Leslie Shortnacy

Dallas Fort Worth Billing Supervisor

1450 E Cleveland Rd
 Hutchins, TX 75141
e Lshortnacy@republicservices.com
o 9723382517
c 2142328266
w RepublicServices.com



Sustainability in Action

From: Bernas, Richard <RBernas@republicservices.com>
Sent: Wednesday, January 11, 2023 3:40 PM
To: Shortnacy, Leslie Lalonde <LShortnacy@republicservices.com>
Subject: Parker CPI

I FOUND AN ERROR ON THE CALC

The increase is actually 4.45 not 4.77.

Rick Bernas

City of Parker
Base Rates 01/01/2023

Residential	
Residential Service 1x a week (2 carts)	12.82
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.28
Recycling Service	5.93
Additional cart	8.90
Carry Out Service	21.02
Extra Cart Carry Out Service	11.90
Special bulk services - per hour	99.23
Replacement recycle cart	52.23

Commercial							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	160.16	267.27	-	-	-	-	-
Delivery	138.51						
Removal	138.51						
Relocate	138.51						
Exchange	138.51						
Extra Yards (per yard)	45.44						
Casters (per collection, per container)	5.54						
Locks (per collection, per container)	2.78						
Enclosures (per collection, per container)	2.78						

Industrial					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	138.51	3.66	111.20	251.68	36.56
Removal	138.51			Wash	277.03
Dry Run	188.38			Liner	38.78
Relocate	138.51				

City Services	
City Hall - 4 Free rolloffs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
251.68	36.56

**RESOLUTION NO.2021-685
(2022 Solid Waste Agreement)**

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF CONTRACT SOLID WASTE SERVICES WITH REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO

WHEREAS, the City of Parker issued a request for proposals for solid waste services and received several responses for review; and

WHEREAS, the City of Parker has carefully considered the proposals received and wishes to proceed to execute a contract; and

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments; NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

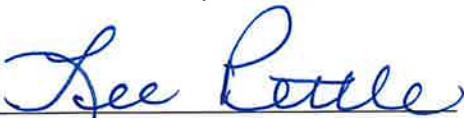
SECTION 1. The negotiated contract with REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION, hereafter referred to as "Contractor" is approved in the form attached hereto as Exhibit A.

SECTION 2. The Parker City Council does authorize the Mayor to execute the contract on approval of this resolution, and take such other action as may be needed to have the terms of the contract performed by the city and the Contractor, as stated in the contract.

SECTION 3. This resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Parker, Collin County, Texas, on this the 21st day of December, 2021.

CITY OF PARKER, TEXAS


Lee Pettle, Mayor



RESOLUTION NO. 2021-685
(2022 Solid Waste Agreement)

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Scott Levine, Interim City Attorney

WASTE COLLECTION AND DISPOSAL AGREEMENT

STATE OF TEXAS
COUNTY OF COLLIN

THIS WASTE COLLECTION AND DISPOSAL AGREEMENT (this "Agreement") is entered into as of that date set forth on the signature page hereto (the "Effective Date"), by and between the City of Parker, Collin County, Texas ("City"), and Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano ("Contractor").

A. Contractor and City entered into an Agreement for the collection and disposal of residential waste as of December 1, 2009 (the "Original Agreement").

B. Contractor and City have entered into a series of amendments to the Original Agreement .

C. The latest amendment to the Original Agreement is terminated on December 31, 2021. The Original Agreement and all prior agreements and amendments between the parties are terminated on the effective date of this Agreement.

D. Contractor and City desire to enter into this Agreement for services as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and City hereby agree as follows:

SECTION 1.

GRANT

City hereby grants to Contractor an exclusive contract (save and except the City performing its own service) to engage in the business of collecting and disposing of residential Garbage, Trash, Brush, Rubbish, debris, and other Refuse and residential Recyclable Materials within the corporate limits of the City and, further, hereby grants to Contractor permission to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and removal of Garbage, Trash, Brush, debris and other Refuse and residential Recyclable Material, subject to the limitations, terms and conditions hereinafter specified and contained in this Agreement. In the event that any commercial (i.e., business) customers are established within City limits, Contractor shall have the right of first refusal to negotiate a commercial waste collection and disposal agreement.

SECTION 2.

DEFINITIONS

Wherever used herein, the hereinafter listed terms shall have the following meanings:

- A. Brush: Tree and shrub trimmings, which are not easily placed in disposable containers.
- B. Bulky Wastes: Stoves, refrigerators, water tanks, washing machines, furniture, Construction Debris (generated from the Residential Unit only) and other waste materials other than Dead Animals, Excluded Waste, or Stable Matter with weights or volumes greater than those allowed for the applicable Bins or polycarts. Customer shall be responsible for the proper removal of refrigerants and other hazardous wastes from Bulky Wastes and shall properly tag Bulky Wastes as being free of refrigerants and other hazardous wastes prior to removal by Contractor.
- C. Bundle: Tree, shrub and Brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter or height with respect to newspapers and magazines, or fifty (50) lbs. in weight.
- D. City: City of Parker, Texas, a municipal corporation in Collin County, Texas
- E. City Council: The Parker City Council.
- F. Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- G. Contractor: Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano, and its successor(s) and/or affiliates under this Agreement.
- H. Curbside Service: Garbage, Trash and Recyclable Materials to be picked up by Contractor, which will be located at the curbside of the street bearing the Customer's address.
- I. Customer: An occupant of a Residential Unit who generates Refuse.
- J. Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- K. Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty (30) gallons or less and which if capable of containing Garbage or Trash without leaking remitting odors, and which weighs, when loaded, less than fifty (50) pounds.

- L. Excluded Waste: 1) Hazardous waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; (3) liquid wastes; (4) pathological and biological wastes; (5) explosives; (6) material that the disposal facility is not authorized to receive and/or dispose of; (7) other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment; (8) other materials which cannot be legally accepted at the applicable disposal facility; and (9) any otherwise regulated waste.
- M. Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescent or easily decomposable waste animal or vegetable matter, which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Excluded Waste, Rubbish or Stable Matter.
- N. Handicapped Customers: A residential household in which members of the household are handicapped to the extent that they are unable to place Garbage at curbside.
- O. Hazardous Waste: Solid waste, in any amount, identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 6901), or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- P. Landfill: A facility used by Contractor where Trash and Garbage are disposed of by burying between layers of earth.
- Q. Permanent Containers: Closed, waterproof, plastic container with a capacity of 95 gallons provided by Contractor for containing Garbage or Trash.
- R. Recyclable Materials: Any non-hazardous material or substance that can be put to beneficial reuse, resale, recycled, or reclaimed in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, glossy inserts, and other paper; plastics, bottles, and plastic film; aluminum and metal cans; ferrous and non-ferrous metals; and glass. Recyclable Materials shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination.
- S. Recycling Container: Recycling Container means a plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of ninety-five (95) gallons provided by Contractor. All Recycling Containers and other equipment that Contractor furnishes under this Agreement shall remain Contractor's property. The City and Customers shall use the equipment only for its proper and intended purpose and

shall not overload (by weight or volume), remove or alter the equipment. The Contractor shall be entitled to charge the Customer replacement costs for each Recycling Container that is lost, stolen, destroyed, or requested after a residential Customer is initially provided a Recycling Container. Residential Customers may receive one additional container for an additional fee of \$50.00. Customer is not required to pay for damage to carts caused by Contractor.

- T. Refuse: Residential Refuse and Bulky Waste, Small Construction Projects and Stable Matter generated at a Residential Unit, unless the context otherwise requires. Refuse does not include Excluded Waste.
- U. Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- V. Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- W. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Excluded Waste or Stable Matter.
- X. Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- Y. Trash: All household Refuse other than Garbage, debris, Brush and Bulky Wastes; trash shall include grass, yard clippings, weeds, heavy accumulations of newspapers and magazines, Recyclable Materials, old clothes, and other household trash of the like kind, but shall not include Excluded Waste or special waste.

SECTION 3.

CONTRACTOR'S DUTIES AND OBLIGATIONS

It shall be the duty and obligation of Contractor to perform the following services:

- A. Contractor agrees to furnish and maintain trucks, equipment, machinery, tools, labor and Landfill site, at its own expense, to collect Garbage, Trash, Brush and Recyclable Materials from Residential Unit premises within the corporate limits of the City in a clean and sanitary manner and dispose of the same in a lawful and appropriate manner at a location to be

determined by Contractor outside the corporate limits of the City. Contractor shall provide Curbside Service to residential Customers and service to Handicapped Customers. If the street address is not safely accessible or is determined to be dangerous to the Contractor, then an alternate point of collection will be determined by the City, and reasonable notice of such an alternate point shall be provided to Contractor by City. Contractor shall not be responsible for any damages to the City's pavement, curbing, or other driving surfaces resulting from Contractor providing services within the City's limits., not caused by the contractor's negligence, gross negligence, or willful misconduct.

B. Contractor agrees to establish daily routes and special schedules for the collection of Garbage, Trash, Brush, and Recyclable Materials as necessary to fulfill the requirements of this Agreement. Further, Contractor will utilize written route books for use in the collection of Refuse from all residential and commercial Customers. Contractor agrees to make one Garbage collection each week for each residential Customer and will collect Recyclable Materials at the same time. Hours of service shall be from 7:00 a.m. to 7:00 p.m. for residential Customers. No collections will be made on Sundays. Contractor shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall continue with its other regularly scheduled collections during such holiday weeks. Any dates skipped will be made up.

C. Contractor shall provide a special collection service for Brush, Bulky Wastes and/or Bundles monthly to all residential Customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of 10 (ten) cubic yards of waste per month as described in definitions for Brush, Bulky Waste, and Bundles on the date determined by the City of Parker and Republic. Additional volumes that exceed the ten cubic yard limit may be called into Contractor for a special pick up at \$95.00 per hour. Contractor will arrange the additional services with the customer directly.

D. Contractor agrees, at its own expense, to provide a telephone answering service from 8:00 am. to 5:00 pm. daily, Monday through Friday, excluding legal holidays, for the purpose of handling complaints and other calls regarding Refuse collection service provided by Contractor. Contractor agrees to secure an annual listing in at least one telephone directory covering Collin County under the name by which it conducts business in the community.

E. Contractor agrees that Customer complaints shall be addressed and resolved within twenty-four (24) hours of receipt of such complaint. Any missed pickups of Residential Garbage will be collected within 24 hours after notice to Contractor.

F. Contractor will provide curbside collection of residential items, which are not disposed of during normal residential pickup at the request of the Customer. The residential Customer shall pay the Contractor directly for this service. Such service will be quoted on a time and material basis agreed upon between Contractor and City.

G. Contractor shall not be obligated to pick up Excluded Waste including, but not limited to, refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

H. Contractor shall comply with all municipal, county, state and federal laws in its performance of this Agreement.

SECTION 4.

CONTRACTOR'S RIGHTS

A. If Refuse, Dead Animals, or Excluded Waste are discovered before they are collected by Contractor, Contractor may refuse to collect the entire container that contains the Refuse, Dead Animals, or Excluded Waste. In such situations, Contractor shall contact the City and the City shall promptly undertake appropriate action to ensure that such Refuse, Dead Animals, or Excluded Waste are removed and properly disposed of by the depositor, generator, or Customer that is responsible for the Refuse, Dead Animals, or Excluded Waste. In the event Refuse, Dead Animals, or Excluded Waste are present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Refuse, Dead Animals, or Excluded Waste at a facility authorized to accept such Refuse, Dead Animals, or Excluded Waste in accordance with Applicable Law and charge the depositor, generator, or responsible Customer for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Refuse, Dead Animals, or Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor, generator, or responsible Customer and to collect the costs incurred by Contractor in connection with such Refuse, Dead Animals, or Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release the City from any liability for any such costs incurred by Contractor in connection with such Refuse, Dead Animals, or Excluded Waste, except to the extent that such Refuse, Dead Animals, or Excluded Waste are determined to be attributed to the City.

B. To the extent any type of Commercial Recyclable Material received within City limits collected from a commercial customer by the contractor which is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify City and Customer shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may suspend or discontinue any or all Recycling services to Commercial Customer, or dispose of the Recyclable Materials in a landfill and update the City's rates accordingly. This provision expressly does not apply to Residential Recyclable Material.

SECTION 5.

CHARGES

A. Residential: City and Contractor agree that the initial residential monthly service charge for household waste, monthly recycling charge and monthly brush and bulky waste charge shall be as provided in Exhibit A and Attachment 1 to this Agreement, which is attached hereto and incorporated herein by reference.

B. Base Rate Adjustments: Upon request by Contractor but not more often than once per calendar year, the City will consider adjustments to the monthly service charge and schedule of monthly customer charges above the levels then in effect, to reflect changes in operating costs of Contractor or increased costs due to: (i) changes in location of disposal facilities (ii) increase in disposal costs after the first year of the contract (iii) increased fuel costs; or (iv) changes in local, state, or federal statutes, rules, ordinances, regulations, or other laws. Any proposed increase will be subject to the City Council approval, which shall not be unreasonably withheld. Contractor shall give the City of Parker forty five (45) days' notice of any proposed price increase to consider.

C. Government Fees: Contractor shall be entitled to petition the City Council for an immediate pass through of any fees or taxes hereafter imposed by federal, state, or local government agencies, which are payable to said agency by reason of the nature of the operations conducted by Contractor in the operation of a sanitary Landfill.

D. Approval Required: Except as provided above, the City Council shall be the final authority in granting any and all rate increases and adjustments.

E. Customer Billing: City agrees to bill all residential Customers serviced by Contractor in the City limits of Parker, Texas.

F. Payment to Contractor: City shall bill the Customers and shall pay Contractor such remittance to be received by Contractor within 30 days of the City's receipt of the invoice.

SECTION 6.

SPILLAGE

Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor's acts or those of any of Contractor's employees, in which case all scattered Refuse shall be picked up promptly by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Utility Department of the City so that proper notice can be given to the Customer at the premises to properly contain Refuse.

SECTION 7.

NON-COLLECTION

Should a dispute arise between City, Contractor, and/or a Customer as to whether the Contractor actually failed to make a collection (whether the Contractor missed a pickup), the

decision of the City Administrator or Mayor of City on such matter shall be final and City and Contractor agree to abide by said decision. However, it is understood and agreed by and between City and Contractor that if any Customer fails to timely place Brush, Permanent Containers or Disposable Containers out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from one's premises, or places improper Bundles or volumes of Brush or Trash for collection or places Excluded Waste out for collection, Contractor may refrain from collecting all or a portion of such Brush, Garbage and Trash or Excluded Waste and shall notify City of the reason for such non-collection. Contractor shall also provide notice to the Customer of the reason for such non-collection (unless such non-collection is the result of the Customer's failure to timely place the Brush or containers out for collection). Contractor's notice to the Customer shall be in writing, attached to the container or the front door of the residence and shall indicate the nature of the problem and the correction required, and such Garbage may then be collected at the next regular collection date (provided, however, that Contractor shall never be required to collect Excluded Waste). The City may investigate when notified by a Customer that Garbage, Trash or Brush have not been removed from his premises on the scheduled collection day, and where no notice of non-collection nor a change in collection schedule has been received from Contractor. If the investigation discloses that Contractor has failed to collect Garbage, Trash or Brush from the subject premises without cause, Contractor shall collect same within twenty-four (24) hours after a collection order is issued by City. If contractor fails to pickup on said service day due to any circumstances the City will be credited for that day of missed service.

SECTION 8.

INDEMNIFICATION

Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by: (1) that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents or (2) breach of this Agreement.

All provisions of this Agreement shall be interpreted to preserve the governmental immunities of the City, and the independent contractor status of Contractor. The governmental immunities of the City shall include, and not be limited to, those applicable to the Contractor's operation of vehicles within the City, all issues which may arise as to the Contractor's and the Contractor's employees, and/or the Contractor's obligations to other governmental agencies, or the affiliates, parent corporations, and subsidiaries of Contractor.

SECTION 9.

INSURANCE

Contractor agrees to carry, at a minimum, the following types of insurance:

**Workers' Compensation or
other state approved
program**

Coverage A	Statutory
Coverage B - Employers	\$1,000,000 each Bodily Injury by Accident
Liability or other state approved program	\$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000
Pollution Endorsement	Liability MCS-90 endorsement for pollution liability coverage

**Commercial General
Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
Excess Umbrella Liability	\$1,000,000 each occurrence, if needed to satisfy the total limits or cover required herein.

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. The coverage may be provided by Contractor's parent corporation with appropriate documentation and approval of the City. Certificates evidencing such insurance contracts shall be deposited with City prior to the commencement of this Agreement, and thereafter on request. A lapse in approved insurance coverage at any time during the term of this Agreement is cause for immediate termination of service by City, with such damages, if any, paid by Contractor. The City shall provide Contractor with at least twenty days' notice prior to a vote of the City Council on the question of termination. The Contractor shall have the opportunity to present a certificate of insurance providing proof of insurance to cure the default prior to the Council meeting. Contractor will provide proof of insurance of the coverage and minimums specified above prior to the effective date of this Agreement, and on each anniversary date of this Agreement. The City may request additional proof of insurance at any time during the term of this agreement, and the Contractor agrees to provide a certificate of insurance with blanket-form endorsements evidencing such coverage required herein within 10 days of the request.

SECTION 10.

TERM

The term of this Agreement shall begin as of the Effective Date (defined on the signature page below) and shall continue through December 31, 2026, except as it may be extended as provided below. On or before October 1, 2026 (the "Termination Notice Deadline"), either party may provide written notice to the other party that it intends to terminate this Agreement (a "Termination Notice") effective December 31, 2026 (the "Termination Date"). If no Termination Notice is given on or before October 1, 2026, then the term of this Agreement shall be extended until December 31, 2031.

SECTION 11.

TERMINATION

If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party.. Upon termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement. Any notice required by this Section 11 shall be sent by registered or certified mail addressed to the address set forth below in Section 12(h) with specific reasoning in support of the non-breaching party's claim that the alleged breaching party has substantially breached the terms and provisions of this Agreement. Upon termination or expiration of this Agreement, all amounts due hereunder (up to the date of termination or expiration) by either party to the other shall be paid in accordance with the provisions of this Agreement, less any damages of the non-breaching party as a result of the breach of this Agreement.

SECTION 12

MISCELLANEOUS

A. Assignment: This Agreement and any and all rights and obligations of Contractor hereunder may be assigned by Contractor to any parent company or subsidiary of Contractor with prior written consent of the City, which shall not be unreasonably withheld so as long as all obligations of Contractor in this Agreement are assumed in writing by the assignee, and proof of insurance is provided, and all other obligations of the Contractor are performed by the Assignee in accordance with this Agreement. The Agreement may be assigned to any other third party with the prior written consent of the City Council, which shall not be unreasonably withheld.

B. Authority: Contractor and City agree that, except as otherwise provided herein, the City Council of the City of Parker will be authority for the approval of charges or services not contemplated by this Agreement and for the disposition of any dispute between a Customer and Contractor. The City Council of the City of Parker may designate a city employee to act as an enforcement officer hereunder and to act as a liaison between City and Contractor. Any provisions contained herein to the contrary notwithstanding, Contractor shall not be required

under this Agreement to collect and remove debris or other Trash resulting from construction, major remodeling, general cleanup of property, or resulting from a sizable amount of Trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial Customer, Contractor shall collect and remove such Trash and debris and shall receive for such services a fee or charge mutually acceptable to Contractor and the requesting Customer. Contractor shall have exclusive rights to hauling and disposal of such Trash and debris for an agreed-upon fee.

C. Compliance with Laws: Contractor shall comply with all rules and regulations of the Texas Commission on Environmental Quality and the Environmental Protection Agency. In this regard, Contractor shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous, medical, non-conforming or other Excluded Waste. City agrees to pass such ordinances as are necessary in the discretion of the City Council to effectuate all terms of this Agreement including all duties and obligations required of residential Customers. Both parties and their officers, agents, employees, representatives, contractors, and authorized subcontractors by the City shall abide by and comply with all applicable laws in the performance of this Agreement.

D. Inspection: City and its representatives shall have the right to inspect and examine the books and records of Contractor relating to the services performed by it under this Agreement during normal business hours upon reasonable notice.

E. Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor (each a "Force Majeure Event") Contractor's failure to perform, or delay in performance, due to a Force Majeure Event shall not constitute a breach of this Agreement.. The services required by this Agreement do not include the collection and disposal of significantly increased volumes of Residential Refuse resulting from a tornado, severe straight winds or severe storms.

G. City Shall Pay Contractor-\$125.00 /hour, plus disposal for all work necessary to collect additional volumes of Garbage and Rubbish resulting from severe weather conditions or may take any alternative actions deemed necessary by the Council under federal, state or county emergency rules or regulations. Any missed trash pick ups due to a Force Majeure will be collected immediately upon the termination of the reasoning and pick up will be adjusted.

H. Notice: Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing, mailed postage prepaid, certified mail, return receipt requested or sent by fax, to:

If to City:

Mayor
City of Parker

5700 East Parker Road
 Parker, Texas 75002
 Telephone: 972.442.6811
 Fax: 972.442.2894

If to Contractor:

General Manager
 Allied Waste Systems, Inc.
 4200 E. 14th St.
 Plano, Texas 75074
 Telephone: 469.443.7019
 Fax: 972.881.9077

The parties will each notify the other in writing of any changes to the notification and contact information above.

I. Annual Increase: Contractor shall increase/decrease the rates for all services effective on each anniversary of the Effective Date of this Agreement in an amount equal the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

J. No Third Party Beneficiary: This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement.

K. Severability: If any provision of this Agreement is held to be void, illegal or unenforceable under present or future laws effective during the term hereof, or for any reason or in any respect, such provision shall be fully severable and this Agreement shall be construed and enforced as if such void, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected in any way by the void, illegal or unenforceable provision or by its severance. Furthermore, inlieu of such severed provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such severed provision as may be possible and be valid, legal and enforceable.

L. Entire Agreement: This Agreement (together with any exhibits, attachments or appendices attached hereto) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous 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. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s).

M. Governing Law, Venue and Consent to Jurisdiction: This Agreement, and the rights, remedies, obligations, and duties of the parties shall be governed by, construed in accordance with and enforced under the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state. If any action is brought to enforce or interpret this Agreement, exclusive venue for such action shall be proper in the state district courts of Collin County, Texas. The parties irrevocably (i) submit to the exclusive jurisdiction of the state courts of the State of Texas over any action or proceeding arising out of a breach of this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

N. Non-Appropriation: The City shall ensure that at all times during the term of this Agreement that the City will charge, pursuant to an ordinance duly passed by the City's governing body, a sufficient rate from the City's solid waste customers to pay the amounts due under this Agreement and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for Customers' services hereunder. The City shall provide to Contractor a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. In the event that no funds or insufficient funds are collected, appropriated and budgeted for payment of amounts due hereunder by City to Contractor, City shall notify Contractor and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to City of any kind whatsoever, except as to the payment of amounts due and payable for which appropriations have been made for said fiscal period. City covenants that it will provide Contractor *as much notice as possible* of this contingency. In the event that no funds or insufficient funds are collected and the City notifies Contractor of such, Contractor shall immediately have the right to terminate this Agreement.

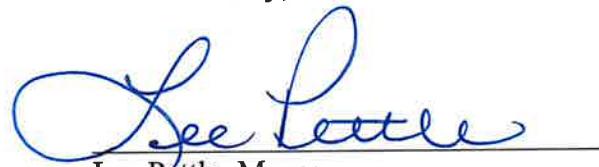
(Signatures begin on next page)

Executed to be effective from and after the 21st day of December, 2021 (the "Effective Date").

ALLIED WASTE SYSTEMS, INC., a
Delaware corporation


Print Name: Amy Adcox

CITY OF PARKER,
Collin County, Texas


Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

EXHIBIT A

SOLID WASTE PRICING

Solid Waste and Recycling Rates

SOLID WASTE

1x a week MSW: 2 carts \$12.27

Recycle Collection

1x a week: 1 cart \$5.68

Brush/Bulk

Monthly – 10-yard max. \$2.18

(4 foot sections neatly stacked)

Extra Cart \$8.52

Carry Out Services

1xwk: 2 carts \$20.13

Extra carryout additional carts \$11.39

Special bulk services - \$95.00 and hour

City Hall – 4 free rolloffs per year / city events

One - 30-yard rolloff City Hall usage Free

Additional Rolloff containers \$240.96 plus \$35.00 a ton

8-yard container – 1 time per week \$153.34

8-yard container – 2 times per week \$255.88

Supplemental Rates – Commercial and Industrial

Frontload

DEL – delivery \$132.61

EXC- Exchanges \$132.61

EXY extra Yardage outside container \$43.50 per yard

REL relocates \$132.61

REM – removal \$132.61

LRN locks \$2.66 per service

GAT- gate \$2.66 per service

CAS- casters \$5.30 per pick up

Industrial Rolloff - 30 yard container \$240.96 plus \$ 35.00 per ton

Industrial Rolloff

DEL – delivery \$132.61

DRY- dry run \$180.35

Liner \$37.13

REL- relocate \$132.61

REM- removal \$132.61

Rental - \$105.00 monthly - \$3.50 daily

WAS- washout \$265.23

Attachment 1

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 "**Recyclable Materials**" are any non-hazardous materials or substances that can be put to beneficial reused, resold, recycled, or reclaimed in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, glossy inserts, and other paper; plastics, bottles, and plastic film; aluminum and metal cans; ferrous and non-ferrous metals; and glass.

1.2 "**Acceptable Material**" means the materials listed in Section 8 below.

1.3 "**Unacceptable Material**" means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing ("Recycling Services").

2. City's Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. City shall pay Company a rate of \$5.68 per Unit, \$2.73 for the collection and \$2.96 for processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. City's Collection and Processing rate assumes that, on average, City's Recyclable Material consists of no more than 20% Unacceptable Material (the "**Unacceptable Material Threshold**"). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Company shall return 70% of City's recycling commodity value to City each month. City's "**Recycling Commodity Credit**" shall be determined by multiplying the per-ton market value of the processing facility's Average Commodity Mix by the number of tons of Recyclable Material collected from City and processed each month. The processing facility's "**Average Commodity Mix**" means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility's Average Facility

Commodity Mix is set forth in the attached Exhibit B-1. The per-ton value of the processing facility's Average Commodity Mix shall be determined each month by applying the most recently available indices or actual values (as set forth in Exhibit B-1) to the facility's Average Commodity Mix including any negative commodity market values and Company's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("Residue").

6. Reporting and Credit. Company will provide City with a monthly report detailing the total tons of Recyclable Material received from the City during the previous month and the calculation of City's Recycling Commodity Credit for that month. If the City's account is billed in the aggregate to the City, the previous month's Recycling Commodity Credit will be issued as a credit on the next month's invoice to the City (if the Recycling Commodity Credit exceeds the City's invoice amount, then Company will issue a check to City for the balance of its Recycling Commodity Credit). If the City's account is Customer-billed, then Company will issue a check to City for its full Recycling Commodity Credit each month (in arrears).

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

9. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

Attachment 2
(Insert Companies Insurance Provided by company)

*Attachment 2*

Meeting Date: 12/05/2023 Item 3.

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2 DATE (MM/DD/YYYY)
12/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:	
		PHONE (A/C No.Ext):	FAX (A/C No.Ext):
		E-MAIL ADDRESS:certificateteam@ccmsi.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE American Insurance Co.	22667
		INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Fire Underwriters Insurance Co.	20702
		INSURER D: Illinois Union Insurance Company	27960
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2093014

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G72482074	06/30/2021	06/30/2022	EACH OCCURRENCE	\$ 5,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 5,000,000		
	MED EXP (Any one person)								
	PERSONAL & ADV INJURY						\$ 5,000,000		
	GENERAL AGGREGATE						\$ 5,000,000		
	PRODUCTS -COMP/OP AGG						\$ 5,000,000		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION S			ISA H25549752	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
	BODILY INJURY(Per person)								
	BODILY INJURY (Per accident)								
	PROPERTY DAMAGE (Per accident)								
	EACH OCCURRENCE								
	AGGREGATE								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE <input checked="" type="checkbox"/> OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C67824064 AOS WLR C67824027 CA/MAJOR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	E.L. EACH ACCIDENT						\$ 3,000,000		
	E.L. DISEASE -EA EMPLOYEE						\$ 3,000,000		
	E.L. DISEASE -POLICY LIMIT						\$ 3,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4079 - Named Insured Includes: Allied Waste Systems, Inc. - Dba: Republic Services of Plano

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Parker
5700 E Parker Rd
Allen, TX 75002-6754
United States

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2093014

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



1.

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:	November 27, 2023
Exhibits:	<u>Exhibit (s)</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION(S) FROM

JAMES AND LEANN TURRENTINE DONATED \$1000 TO POLICE DEPARTMENT;
 JAMES AND LEANN TURRENTINE DONATED \$1000 TO FIRE DEPARTMENT;
 JOHN CHISOLM PROVIDED (LUCKY'S TACO – SERGIO RIVERA) LUNCH VALUED AT \$864 FOR CITY STAFF; AND
 CINDY VO, BILINGUAL IN VIETNAMESE, RICHARDSON, TEXAS, PROVIDED THANKSGIVING LUNCH VALUED AT \$560 FOR CITY STAFF (OVER \$500.01).

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
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Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/30/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/ xx /2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/ xx /2023

DATE 10-3-2023PAY TO THE
ORDER OFParker Police Department \$ 1000.00
one thousand dollars + 00 —DOLLARS Security Features
Includes: Denotes on Back**CHASE** 
JPMorgan Chase Bank, N.A.
www.Chase.comMEMO Donation to Parker Police Department

MP

City of Parker Texas
5700 East Parker Road
Parker, TX 75002DATE : 11/21/2023 11:40 AM
OPER : FrontDesk
TKBY : PS
TERM : 99
REC# : R00042931100 Misc Transaction 1000.00
Jamie Turrentine PD Donation 1000.00Paid By: Jamie Turrentine PD Donation
2-Check 1000.00 REF:3885.00APPLIED 1000.00
TENDERED 1000.00

CHANGE 0.00

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

DATE : 11/29/2023 11:24 AM
OPER : FrontDesk
TKBY : AJ
TERM : 99
REC# : R00042995

100 Misc Transaction 1000.00
Jamie Turrentine-Fire Dept. Donation
10

Paid By: Jamie Turrentine-Fire Dept.
Dona
2-Check 1000.00 REF:3886

APPLIED	1000.00
TENDERED	1000.00
CHANGE	0.00

3886

22-61/110

DATE 10-3-2023

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Parker Fire Department
One thousand dollars to
Jamie Turrentine

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO Donation from Jamie
Turrentine



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:	November 27, 2023
Exhibits:	Proposed Resolution Resolution No. 2021-683; 2022-720; 2023-725; 2023-729; 2023-747; 2023-752 Application(s) – (Emailed 2023 1113 to Mayor/City Council only) Rajiv Gaind, Allison Sumrow, & Lynnette Ammar (2023 1114 Council appointed Lynnette Ammar P&Z Alternate.) Attendance Record (2023 & 2022-added)		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-771 MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA). [POSTPONED 2023 1114]

SUMMARY

At the November 14, 2023 Special City Council meeting, this item was postponed.

The following Zoning Board of Adjustment (ZBA), whose term(s) expire November 30th, expressed a desire to continue to serve on ZBA in their current positions:

Member	Position	Term Expiration
Steve Schoenekase	Place One (1), Vice Chair	Nov. 30
Andrew Ellison	Place Three (3), Chair	Nov. 30
Brian Deaver	Place Five (5)	Nov. 30

ZBA Chair Ellison said he has no concerns with current members; therefore, recommends no changes at this time.

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:	11/30/2023
Interim City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/ xx /2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/ xx /2023

RESOLUTION NO. 2023-771

(2023 Zoning Board of Adjustment Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below:

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, 2025:

The following are hereby appointed to serve on the Zoning Board of Adjustment as voting members for a two-year term, expiring November 30, 2025, or until their successors are appointed and qualified.

Place 1
Place 3
Place 5

SECTION 2. Appointment of Officers

The officers of the Zoning Board of Adjustment shall include a Chairperson and Vice-chairperson, for a term of two-years, expiring on the same date as the member's term, unless otherwise designated by council.

Chairperson
Vice Chairperson

SECTION 5. 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 5th day of December, 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. 2021-683

(2021 Zoning Board of Adjustment Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO SERVE ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below:

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, 2023:

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

Place 1	<u>Steve Schoenekase</u>
Place 3	<u>Andrew Ellison</u>
Place 5	<u>Brian Deaver</u>

SECTION 2. Appointment of Officers

The officers of the Zoning Board of Adjustment shall include a Chairperson and Vice-chairperson, for a term of two-years, expiring on the same date as the member's term, unless otherwise designated by council.

Chairperson	<u>Andrew Ellison</u>
Vice Chairperson	<u>Brian Deaver</u>

SECTION 5 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.



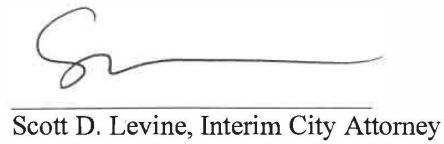
ATTESTED:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettle, Mayor

APPROVED AS TO FORM:


Scott D. Levine, Interim City Attorney



5700 EAST PARKER ROAD • PARKER, TEXAS 75002

Steve Schoenekase
7289 Moss Ridge Road
Parker, TX 75002



5700 EAST PARKER ROAD • PARKER, TEXAS 75002

Andrew Ellison
6005 Dumont Ct.
Parker, TX 75002





5700 EAST PARKER ROAD • PARKER, TEXAS 75002

Brian Deaver
6004 Tamsworth Ct
Parker, TX 75002



RESOLUTION NO. 2022-720
(2022 Zoning Board of Adjustment Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO SERVE ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

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 Zoning Board of Adjustment as voting Members for a two-year term, beginning December 1, 2022 and expiring November 30, 2024, or until their successors are appointed and qualified:

Place 2	<u>Randy Kercho</u>
Place 4	<u>Don Dickson</u>

SECTION 2. Appointment of Alternate Members with terms expiring November 30, 2024

The following are hereby appointed to serve on the Zoning Board of Adjustment as Alternate Members for a two-year term, beginning December 1, 2022 and expiring November 30, 2024, or until their successors are appointed and qualified:

Alternate 1	<u>Lucy Estabrook</u>
Alternate 2	<u>Vacant</u>

SECTION 3. Appointment of Officers

Officers shall be appointed by the Zoning Board of Adjustment following the installation of the newly appointed Members and Alternate Members in accordance with Resolution No. 2021-658. Resolution No. 2021-683 is repealed only to the extent that it is inconsistent with this section. The remainder of Resolution No. 2021-683 shall remain in full force and effect.

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.



CITY OF PARKER:


Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Larence M. Lansford, III, City Attorney

RESOLUTION NO. 2023-725

(2023 Zoning Board of Adjustment Appointment to Vacant Alternate Position)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING AN ALTERNATE MEMBER TO SERVE ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

WHEREAS, Resolution No. 2022-720, approved November 15, 2022, had one remaining Alternate Position, Alternate 2, which needs to be filled;

WHEREAS, the alternate member appointed herein shall begin service immediately and serve according to the Zoning Board of Adjustment Ordinance;

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

SECTION 1. Appointment of an Alternate Member with term expiring November 30, 2024

The following is hereby appointed to serve on the Zoning Board of Adjustment as an Alternate Member for a two-year term, expiring November 30, 2024:

Alternate 2

Trudy Jackson

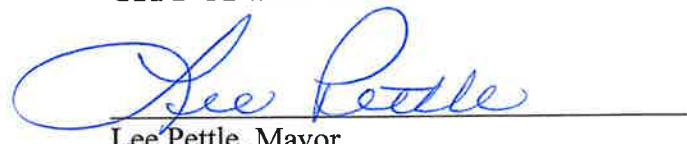
SECTION 2 Effective Date

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 17th day of January, 2023.



CITY OF PARKER:

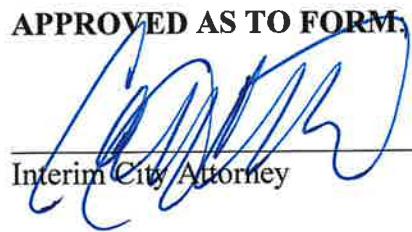

Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Interim City Attorney

RESOLUTION NO. 2023-729
(2023 Zoning Board of Adjustment Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING ZONING BOARD OF ADJUSTMENT OFFICERS FROM AMONG THE MEMBERS

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances; and

WHEREAS, the Zoning Board of Adjustment recommended that member Andrew Ellison serve as the Zoning Board of Adjustment Chair; and

WHEREAS, the Zoning Board of Adjustment recommended that member Steve Schoenekase serve as the Zoning Board of Adjustment Vice Chair;

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 Zoning Board of Adjustment shall include a Chairperson and Vice-chairperson. 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>Andrew Ellison</u>
Place 4	<u>Steve Schoenekase</u>

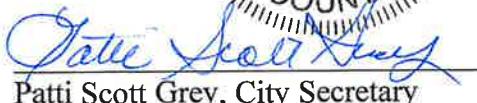
SECTION 2. Effective Date

This resolution shall be effective upon its passage.

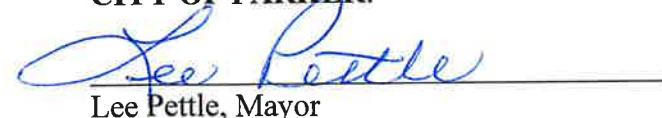
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 7th day of March, 2023.



ATTEST:


 Patti Scott Grey, City Secretary

CITY OF PARKER:


 Lee Pettle, Mayor

APPROVED AS TO FORM:


 Catherine Clifton, Interim City Attorney

RESOLUTION NO. 2023-747

(2023 Zoning Board of Adjustment Appointment to Vacant Alternate Position)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING AN ALTERNATE MEMBER TO SERVE ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

WHEREAS, one Alternate Position, Alternate 1 is vacant;

WHEREAS, the alternate member appointed herein shall begin service immediately and serve according to the Zoning Board of Adjustment Ordinance;

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

SECTION 1. Appointment of an Alternate Member with term expiring November 30, 2024

The following is hereby appointed to serve on the Zoning Board of Adjustment as an Alternate Member for a two-year term, expiring November 30, 2024:

Alternate 1 _____ Lindy M. (Buddy) Pilgrim _____

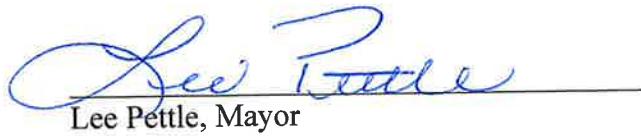
SECTION 2 Effective Date

This resolution shall be effective upon its passage.

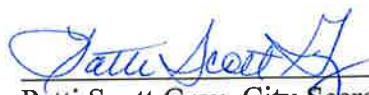
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 1st day of August, 2023.



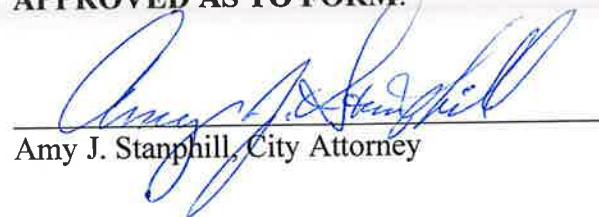
CITY OF PARKER:


Lee Pettle, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney

RESOLUTION NO. 2023-752

(2023 Zoning Board of Adjustment Appointment to Vacant Alternate Position)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING THE CURRENT ALTERNATE 2 POSITION HOLDER TO THE VACANT PLACE TWO POSITION, AND APPOINTING AN ALTERNATE MEMBER TO SERVE IN THE THEN VACANT ALTERNATE 2 POSITION ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

WHEREAS, Randy Kercho resigned his Place Two voting member position effective August 1, 2023, when he was appointed to City Council;

WHEREAS, the Alternate 2 position has been held by Trudy Jackson who has seniority as an Alternate on the Zoning Board of Adjustment and Ms. Jackson desires to be moved to the Place Two voting member position;

WHEREAS, if Trudy Jackson is moved to Place Two, the Alternate 2 position is vacant; and

WHEREAS, the alternate member appointed herein shall begin service immediately and serve in the Alternate 2 position according to the Zoning Board of Adjustment Ordinance.

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

SECTION 1. Appointment of an Alternate Member with term expiring November 30, 2024

The following is hereby appointed to serve on the Zoning Board of Adjustment as an Alternate Member for a two-year term, expiring November 30, 2024:

Alternate 2

Ted Lane

SECTION 2 Effective Date

This resolution shall be effective upon its passage.

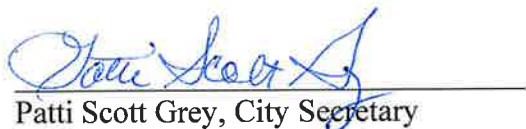
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 15th day of August, 2023.



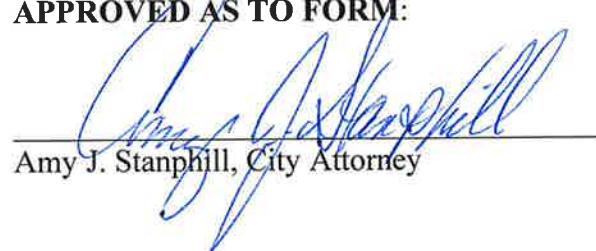
CITY OF PARKER:


Lee Pettle, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney

Zoning Board of Adjustment 2023 Attendance

2

2023 Res. No. 2022-720			Place 3 Chairman Andrew Ellison	Place 4 Don Dickson	Place 1 Steve Schoenekase	Place 2 Randy Kercho	Place 5 Vice Chair Brian Deaver	Alternate 1 Lucy Estabrook	Alternate 2 Trudy Jackson
2023									
Jan									
Feb	20		✓	Absent	✓	✓	Absent	✓	✓
Mar									
Apr	6								
May	8		✓	✓	✓	✓	Absent	✓	✓
Jun									
Jul									
Aug									
Sept									
Oct									
Nov									
Dec									
2023 Absences		0	1	0	0	2	0	0	

Zoning Board of Adjustment 2022 Attendance

2

2022 Res. No. 2021-683			Place 3 Chairman Andrew Ellison	Place 4 Don Dickson	Place 1 Steve Schoenekase	Place 2 Randy Kercho	Place 5 Vice Chair Brian Deaver	Alternate 1 Jason Shepard	Alternate 2 Vacant
2022									
Jan									
Feb									
Mar									
Apr	6		✓	✓	Absent	✓	✓	✓ (Voting for Steve Schoenekase)	Vacant
May									
Jun									
Jul									
Aug									
Sept									
Oct									
Nov									
Dec									
2022 Absences		0	0	1	0	0	0	0	0



Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: P&Z Commission
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for Public Works Director Gary Machado
Estimated Cost:	Date Prepared: November 27, 2023
Exhibits:	<ol style="list-style-type: none"> 1. John W. Birkhoff, P.E., letter 2. Development Application 3. Waiver w/Fee receipt 4. Final Plat 5. Development Agreement

AGENDA SUBJECT

CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON PARKER RANCH ESTATES PHASE 5 FINAL PLAT.

SUMMARY

Please review the information provided for Parker Ranch Estates Phase 5 Final Plat, Lots 1, 6-16, Block E; Lot 26, Block F; Lots 1-10, Block H, Lots 1-9, Block I; and Lots 1X, 2-6, Block J; 37 Residential Lots and 1 common area, 84.236 acres, out of the James Bradley Survey, Abstract No. 89, in the City of Parker, Collin County, Texas.

On November 9, 2023, Planning and Zoning (P&Z) Commission recommended Parker Ranch Estates Phase 5 Final Plat be approved 3-0 {P&Z Vice Chair Lozano, Alt. Crutcher, and Alt. Estabrook}.

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:	11/29/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/ <i>xx</i> /2023 via Municode
City Administrator	<i>Luke B. Olson</i>	Date:	12/ <i>xx</i> /2023

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.

October 24, 2023

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

Re: Parker Ranch No. 5
Preliminary Punch List

Dear Mr. Machado:

You have reported that the items on October 11, 2023, letter that was generated from our visit of October 10, 2023 are now complete. We also viewed photographs of completed concrete work. This subdividing is now complete, and we offer not further comments.

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

Sincerely,



John W. Birkhoff, P.E.

WAIVER OF EXPEDITION

I HEREBY WAIVE MY RIGHTS TO APPROVAL THROUGH LACK OF CITY ACTION ON THE ABOVE REFERENCED PLAT WITHIN THE TIME FRAMES SET FORTH IN 212.009, TEXAS LOCAL GOVERNMENT CODE AND I AGREE THE PLAT SUBMITTED WILL BE APPROVED ONLY BY AFFIRMATIVE COUNCIL ACTION.

APPLICANT:


 (Signature)
 Name: Justin Zuniga
 Title: LAND DEPARTMENT
 Phone: 469.446.5135
 Address: 500 Crescent Court
Suite 350
Dallas, TX 75201
 Date: 10/2/23

CITY OF PARKER:
RECEIVED BY:

(Signature)
 Name: _____
 Title: _____
 Date: _____

Corporation; Partnership;
 Individual; or
 Other (description)

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)

SUBMITTAL REQUIREMENTS:

Failure to submit all materials to the City with complete application will result in delays scheduling the agenda date.

- Five (5) FOLDED copies of drawing(s) 24" X 36" [1"=100' scale]
- Twelve (12) FOLDED 11 X 17
- Three (3) Complete Engineering Plans (if applicable)
- N/A** Three (3) General Tree Survey
- Property Metes and Bounds on 8 1/2 X 11 Sheet
- Proof of Ownership (Warranty Deed or Tax Certificate)
- Power of Attorney

The face of the plat shall show the following:

- Date of preparation
- Scale of plat
- North arrow
- Name and address of:
 - Applicant
 - Engineer or Surveyor responsible for preparation of plat
- Survey and abstract with tract designation
- Location of major and/or secondary thoroughfares located with or adjacent to the property.
- Location of existing or platted streets within and adjacent to the existing property
- Location of existing right-of-ways, utility and/or drainage easements.
- Vicinity map showing location of tracts by reference to existing streets or highways.
- Subdivision boundary lines, indicated by heavy lines, and the computed acreage of the subdivision. The subdivision boundary shall be construed to include the part of adjacent boundary streets which were previously established by dedication or purchase from the tract being subdivided.
- Legal description of the property to be subdivided, and metes and bounds description of the subdivision perimeter.
- Primary control points or descriptions, and ties to such control points to which all dimensions, angles, bearings, block numbers and similar data shall be referred.
- Names of the owners of contiguous parcels of un-subdivided land, and names of contiguous subdivisions and the County Recorder's book and page number thereof, and the lot patterns of these subdivisions.
- Location of the city limits lines, the outer border of the City's extraterritorial jurisdiction and zoning district boundaries, if they traverse the subdivision, or form part of the boundary of the subdivision, or are contiguous to such boundary.
- If there is no adjacent subdivision, a map on a small scale shall be included with the preliminary plan, and oriented the same way, to show the nearest subdivision in each direction; it shall show how the streets, alleys, or highways in the subdivision submitted may connect with those in the nearest subdivision, if situated within two thousand (2,000) feet of the proposed subdivision.
- All other data required by the Zoning and Subdivision Ordinances, available for view at www.parkertexas.us.

1403106-MCCB

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of December 19, 2014, by GRAHAM MORTGAGE CORPORATION ("Grantor"), to FIRST TEXAS HOMES, INC. ("Grantee"), whose address is 500 Crescent Court, Suite 350, Dallas, Texas 75201.

1. Conveyance and Warranty of Title.

Grantor GRANTS, SELLS, and CONVEYS to Grantee, subject to the Permitted Exceptions (as defined below), all of the real property more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with (i) the improvements thereon and all of Grantor's rights to appurtenances, easements, adjacent streets and alleys, strips, and gores, (ii) all of Grantor's right, title and interest in and to any personal property located thereon, and (iii) all of Grantor's right, title and interest in and to any warranties, guaranties and other intangible property related to such real property (collectively, the "Property").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions together with all and singular the rights and appurtenances thereto in anywise belonging, to Grantee, its successors and assigns, forever; and Grantor binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

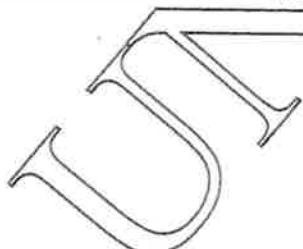
2. Permitted Exceptions.

This Deed is made, and is accepted by Grantee, subject to the restrictions, easements, covenants and encumbrances described on Exhibit B attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions").

3. "AS-IS"

EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN CONTRACT OF COMMERCIAL SALE BY AND BETWEEN GRANTOR AND GRANTEE DATED EFFECTIVE JULY 30, 2014 (THE "CONTRACT") AND THE DOCUMENTS DELIVERED AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND HAS NOT, AT ANY TIME, MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE TO BE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE ITEMS DELIVERED TO GRANTEE UNDER THE CONTRACT, OR OF ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR TO GRANTEE, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT AND THE DOCUMENTS DELIVERED AT CLOSING, GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR SHALL SELL AND CONVEY TO GRANTEE AND GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." GRANTEE WILL NOT RELY ON, AND GRANTOR IS NOT LIABLE FOR OR BOUND BY ANY OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, MADE OR FURNISHED BY GRANTOR OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT GRANTOR TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, VERBALLY, ORALLY OR IN WRITING. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE HAS CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS GRANTEE DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF CURATIVE ACTIONS TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT OR IN ANY DOCUMENTS DELIVERED AT CLOSING.

[signature page follows]



EXECUTED as of the date of acknowledgement below, but made to be effective as of the date first written above.

GRANTOR:

**GRAHAM MORTGAGE CORPORATION,
a Texas corporation**

By: Dean Castelhano
Name: Dean Castelhano, President
Title:

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on December 18, 2014, by Dean Castelhano, President
_____, the _____ of Graham Mortgage Corporation, a Texas corporation, on behalf
of said corporation.

Linda K. West
Notary Public, State of Texas

My Commission Expires: _____

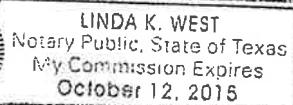


EXHIBIT "A"

Being a 205.9329 acre tract of land situated in the J.S. Bradley Survey, Abstract No. 89 and the J. Snider Survey, Abstract No. 848, in the City of Parker, Collin County, Texas and being a part of a 319.021 acre tract of land conveyed to Graham Mortgage Corporation by deed recorded in Instrument No. 2010080300798510, Official Public Records, Collin County, Texas and a part of a Remainder of a 105.992 acre tract of land conveyed to Graham Mortgage Corporation by deed recorded in Instrument No. 20101116001248230, Official Public Records, Collin County, Texas, said 205.9329 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of a tract of land conveyed as Tract 1 to Allen Independent School District by deed recorded in Instrument No. 20090521000619350, Deed Records, Collin County, Texas from which a 1/2 inch iron rod with red plastic cap stamped "TIPTON" bears South 21° 35' 20" West, a distance of 0.68 feet, same being on the common northeast corner of the remainder of said Graham 105.992 acre tract on the south line of Bethany Ridge Estates III, Phase A, an addition to the City of Allen according to the plat recorded in Cabinet J, Page 800, Plat Records, Collin County, Texas;

THENCE South 00° 23' 20" East, along the west line of said Allen Independent School District tract and the common east line of said remainder tract, a distance of 1320.95 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD" found for the southwest corner of said Allen Independent School District tract and the common southeast corner of said remainder tract, same being on the north line of said 319.021 acre tract;

THENCE North 89° 16' 48" East, along the north line of said 319.021 acre tract and the common south line of said Allen Independent School District tract, a distance of 1815.00 feet to an "X" Cut in concrete found for the northeast corner of said 319.021 acre tract, same being on Malone Road (a 30 foot Right-of-Way) as recorded in Volume 4214, Page 1763 and Volume 4244, Page 3622, Deed Records Collin County, Texas;

THENCE along the east line of said 319.021 acre tract, the following courses and distances:

South 00° 23' 13" East, a distance of 1661.24 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner;

South 00° 16' 51" West, a distance of 959.31 feet to a 1/2 inch iron rod with yellow plastic cap found for the southeast corner of said 319.021 acre tract;

THENCE South 89° 16' 29" West, along the south line of said 319.021 acre tract and the common north line of Parker Estates Associates, an addition to the City of Allen according to the plat recorded in Volume 1901, Page 390, Plat Records, Collin County, Texas, a distance of 2787.53 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner in the north line of said Parker Estates Addition and the common northeast corner of Sycamore Estates, an addition to the City of Allen, according to the plat recorded in Volume 11, Page 59, Plat Records, Collin County, Texas;

THENCE along the west line of said Remainder tract, the following courses and distances:

North 09° 56' 50" West, a distance of 880.07 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner;

North 80° 03' 10" East, a distance of 330.55 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner;

North 09° 56' 50" West a distance of 846.92 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner and the beginning of a tangent curve to the right having a central angle of 09° 13' 31", a radius of 1340.30 feet and a long chord that bears North 05° 20' 05" West, a distance of 215.57 feet;

Along said tangent curve to the right, an arc distance of 215.81 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner;

North 00° 43' 19" West, a distance of 670.83 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner;

South 89° 16' 41" West, a distance of 907.44 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner;

North 00° 41' 20" West, a distance of 275.00 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner;

North 77° 25' 43" West, a distance of 213.14 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner;

South 89° 16' 41" West, a distance of 36.07 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" found for corner and being in the east line of a tract of land conveyed Kimberly Bolin by deed recorded in County Clerk's File No. 20070717000986660, Deed Records, Collin County, Texas;

North 00° 44' 50" West, a distance of 294.19 feet to a 1/2 inch iron rod found for the northeast corner of a 1.137 acre tract of land conveyed to Elizabeth Bolin by deed recorded in County Clerk's File No. 20070717000986670, Deed Records, Collin County, Texas;

North 89° 16' 40" East, a distance of 1491.20 feet to a bent 1/2 inch iron rod found for the southeast corner of a tract of land conveyed to Allen Independent School District by deed recorded in Volume 3914, Page 1347, Deed Records, Collin County, Texas;

THENCE North 00° 42' 53" West along the west line of said 105.992 acre tract and the common east line of said Allen Independent School District tract, a distance of 679.95 feet to a 1/2 inch iron rod with cap stamped "CORWIN" found for the northwest corner of said 105.992 acre tract;

THENCE North 89° 16' 33" East along the north line of said 105.992 acre tract and the common south line of said Bethany Ridge Estates III Phase A, a distance of 634.16 feet the POINT OF BEGINNING and containing 8,970,435 square feet or 205.9329 acres more or less.

SAVE AND EXCEPT:

Being a 1.500 acre tract of land situated in the J.S. Bradley Survey, Abstract No. 89, in the City of Parker, Collin County, Texas and being a part of a 319.021 acre tract of land conveyed to Graham Mortgage Corporation by deed recorded in Instrument No. 2010080300798510, Official Public Records, Collin County, Texas, a part of the Remainder of a 105.992 acre tract of land conveyed to Graham Mortgage Corporation by deed recorded in Instrument No. 20101116001248230, Official Public Records, Collin County, Texas, said 1.500 acre tract being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch capped iron rod found for the southeast corner of said 319.021 acre tract, the southwest corner of Easy Acres Addition, an addition to the City of Parker, Texas, recorded in Volume 6, Page 87, Deed Records Collin County, Texas, situated in the D. Hearn Survey, Abstract No. 427, the northwest corner of Parker Estates, an Addition to the City of Parker, Texas, recorded in Volume 10, Page 28, Plat Records Collin County, Texas, situated in the G. Gunnell Survey, Abstract No. 350, and the northeast corner of Parker Estates Associates recorded in Volume 1901, Page 930, Plat Records Collin County, Texas;

THENCE South 89 Degrees 16 Minutes 29 Seconds West, along the common north line of said Parker Estates Associates tract and the south line of said 319.021 acre tract, a distance of 397.76 feet to the Point of Beginning a 5/8 inch capped iron rod stamped "Westwood PS" set for corner;

THENCE South 89 Degrees 16 Minutes 29 Seconds West, along the common north line of said Parker Estates Associates tract and the south line of said 319.021 acre tract, a distance of 216.00 feet to a 5/8 inch capped iron rod stamped "Westwood PS" set for corner;

THENCE departing said common line, and over and across said 319.021 acre tract the following courses and distances;

North 00 Degrees 43 Minutes 31 Seconds West, a distance of 302.50 feet to a 5/8 inch capped iron rod stamped "Westwood PS" set for corner;

North 89 Degrees 16 Minutes 29 Seconds East, a distance of 216.00 feet to a 5/8 inch capped iron rod stamped "Westwood PS" set for corner;

THENCE South 00 Degrees 43 Minutes 31 Seconds East, a distance of 302.50 feet to the POINT OF BEGINNING and containing 65,340 square feet or 1.500 acres more or less.

Exhibit B

- (1) Easement executed by S. S. Ballew to American Telephone and Telegraph Company, dated December 18, 1928, filed December 19, 1928, recorded in Volume 274, Page 101, of the Deed Records of Collin County, Texas, as noted on survey dated May 14, 2014, prepared by Harry L. Dickens, R.P.L.S. No. 5939.
- (2) Easement executed by Emma Jean Haggard Hall to Pecan Orchard Water Supply Corporation, filed October 13, 1965, recorded in Volume 662, Page 195, of the Deed Records of Collin County, Texas, as noted on survey dated May 14, 2014, prepared by Harry L. Dickens, R.P.L.S. No. 5939.
- (3) Easement executed by Luther Bolin to Pecan Orchard Water Supply Corporation, dated September 30, 1965, filed October 13, 1965, recorded in Volume 662, Page 198, of the Deed Records of Collin County, Texas, as noted on survey dated May 14, 2014, prepared by Harry L. Dickens, R.P.L.S. No. 5939.
- (4) Easement executed by Emajean Haggard Hall, Trustee, to North Texas Municipal Water District, dated November 22, 1985, filed May 14, 1986, recorded in Volume 2366, Page 867, of the Real Property Records of Collin County, Texas, as shown on survey dated May 14, 2014, prepared by Harry L. Dickens, R.P.L.S. No. 5939.
- (5) Easement awarded to North Texas Municipal Water District in Judgment entered under Cause No. 219-490-85, filed June 11, 1986, recorded in Volume 2386, Page 541, of the Real Property Records of Collin County, Texas, as shown on survey dated May 14, 2014, prepared by Harry L. Dickens, R.P.L.S. No. 5939.
- (6) Easement executed by Graham Mortgage Corporation to North Texas Municipal Water District, dated April 23, 2014, filed April 25, 2014, recorded under Instrument No. 20140425000401090, of the Real Property Records of Collin County, Texas, as shown on survey dated May 14, 2014, prepared by Harry L. Dickens, R.P.L.S. No. 5939.
- (7) Terms, conditions and provisions of unrecorded Farming Lease by and between Graham Mortgage Corporation (Landlord) and Bill Donihoo (Tenant), dated March 2, 2011, as evidenced by Special Warranty Deed filed January 2, 2014, recorded under Instrument No. 20140102000004300, of the Real Property Records of Collin County, Texas, as noted on survey dated May 14, 2014, prepared by Harry L. Dickens, R.P.L.S. No. 5939.
- (8) Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument filed October 23, 1952, in Volume 460, Page 454, of the Deed Records of Collin County, Texas.
- (9) Terms and conditions of that certain unrecorded Farming Lease by and between Graham Mortgage Corporation (Landlord) and Gerald Lewis (Tenant).

(10) The following as shown on survey dated May 14, 2014, prepared by Harry L. Dickens, R.P.L.S. No. 5939:

1. That portion of subject property lying within the right of way of Bozeman/Malone Road on the Easterly property line, and within the right of way of Cheyenne Drive along a portion of the North property line.
2. Rights, if any, of third parties with respect to well located near an internal westerly property line.

UNOFFICIAL



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/29/2014 02:59:40 PM
\$50.00 CJAMAL
20141229001413160

ORDINANCE NO. 546

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF PARKER AS HERETOFORE AMENDED, BY ZONING A NEWLY ANNEXED PARCEL OF LAND OF APPROXIMATELY 399.7 ACRES OF LAND, AND ADDITIONAL LAND OF APPROXIMATELY 43 ACRES, EACH, IN COLLIN COUNTY, TEXAS, FOR A TOTAL OF APPROXIMATELY 443.309 ACRES, SAID PARCEL OF LAND BEING ZONED IN ITS NORTHERN PORTION SINGLE FAMILY TRANSITIONAL (SFT), AND ITS SOUTHERN PORTION SINGLE FAMILY (SF), AS SET FORTH SPECIFICALLY HEREIN, PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$2,000.00 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker Planning and Zoning Commission and the governing body of the City of Parker, in compliance with the laws of the State of Texas and the ordinances of the City of Parker, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance of the City of Parker should be amended to zone the land described herein;

WHEREAS, by Ordinance No. 518, the City of Parker did annex approximately 399.7 acres of land in the John Snyder Survey, Abstract 848, Collin County, Texas, portions of which were owned by the Hall families, and the Bolin families; and

WHEREAS, Douglas Properties, Inc. has requested zoning of those properties as set forth in this Ordinance, together with an additional parcel of land of approximately 43 acres; and

WHEREAS, the total of approximately 443.309 acres is to be zoned by this Ordinance in its northern portion, Single Family Transitional (SFT), and its southern portion, Single Family (SF), as more particularly described below:

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

SECTION 1. The Comprehensive Zoning Ordinance of the City of Parker, Texas, Ordinance 483, as heretofore amended, be, and the same is hereby amended by zoning the 443.309 acre tract (the "Subdivision" or the "443.309 acre tract") submitted by Douglas Properties, Inc. (the "Developer"), more particularly described by metes and bounds as shown on the attached Exhibit A, to zone the property in its northern portion as Single Family Transitional (SFT), and in its Southern portion as Single Family (SF). The areas of SFT (the "SFT tract"), and SF (the "SF tract"), are each specifically described by Exhibit B. The zoning and special conditions of the SFT and the SF tracts are as follows:

1. The southern thirty (30%) percent of the Subdivision shall be zoned Single Family (SF). The metes and bounds description of the SF portion of the Subdivision is as shown in the attached Exhibit B. The Developer will submit to the City a survey of the property showing the dividing line between the SF and SFT tracts, with an additional copy reduced in size and appropriate for attaching to this Ordinance as Exhibit B2. The line dividing the SF and SFT tracts (the "SF/SFT boundary line") may be placed by the Developer to include an area of the Subdivision which is greater than 30%, should the Developer desire to do so. The area of the Subdivision north of the SF/SFT boundary line shall be SFT, and the area of the Subdivision south of said line shall be SF. All of the Subdivision south of the right of way dedicated for Chaparral Road shall be zoned SF.

2. Any platted lot whose area is crossed by the SF/SFT boundary line shall conform to whichever zoning classification in which more than half of the lot lies. In the event the lot is divided 50/50 by the SF/SFT boundary line, the lot shall be SF.

3. All lots in the Subdivision which are adjacent to, and have a contiguous lot line with a developed Parker Residential lot must be two acres net. A "Parker Residential lot" is defined as a lot contiguous to the Subdivision which is developed and utilized as a residential lot on or before the date of preliminary plat approval of the Subdivision. The preliminary plat shall include all of the Subdivision.

4. No more than 246 single family residential lots shall be platted or permitted on the 443.309 acre tract, notwithstanding any other provision of this Ordinance, or lot density which might otherwise be permitted in the SF and/or SFT tracts.

5. No home shall face, nor shall any home have a driveway which shall access Chaparral Road, Allen Heights Drive, Springhill Estates Drive, or any other right-of-way in the Subdivision, or adjacent thereto, planned for construction as a four lane road, divided or undivided, and/or which includes a 105 foot wide right of way dedication (M4D-S).

6. The Developer shall provide an access road leading from the southern portion of the Subdivision (SF) in a southerly direction towards Parker Road. The location is to be approved by the City Council, on the recommendation of the City Engineer, and in compliance with the City's Master Thoroughfare Plan, at the time of review of the preliminary plat of the Subdivision. The Developer will submit with the preliminary plat a location for a 2 lane access road in the northwestern section of the Subdivision, to Allen Heights Drive.

7. The Developer shall construct a landscaped boulevard entrance to the Subdivision at the intersection of Chaparral Drive and Allen Heights/Springhill Estates Drive, in accordance with the landscape plan submitted by the Developer for approval by the City, and a construction plan approved by the City Engineer. The Chaparral intersection is in addition to the two lane access road described above in No. 6.

8. Chaparral Road will be constructed in the Subdivision by the developer, dedicated to the public vehicular use. The specific construction schedule and specifications for Chaparral Road are as shown in Exhibit C, and as required in the Subdivision regulations.

(a) The road is to be designed with a one hundred-five (105) foot right of way, in accordance with the city's four-lane divided thoroughfare specifications designated as M4D-S. The initial construction of the road will be a two-lane road, with a fully developed landscaped and irrigated median between the lanes. Construction will be performed in such a way that the addition of two (2) additional lanes of traffic may be added to the two (2) initial lanes. The construction of Chaparral Road will begin on the western side of the Subdivision, where Chaparral Road intersects with Allen Heights Road/Springhill Drive, and shall continue in an easterly direction as the phases of the Subdivision are developed. The eastern end of Chaparral Road shall be placed as approved by the City Council upon approval of the preliminary plat. The eastern end point shall be at the eastern city limits of the City of Parker, at Malone Drive, north of the Easy Acres Subdivision. Chaparral Road shall be completed, and open for public use, at the request of the City, regardless of the stage of the Subdivision development, or upon the final plat approval for that phase of the Subdivision's development, whichever shall first occur. The developer's obligation to construct the entire length of Chaparral Road from the City's western boundary to the City's eastern boundary is required by this ordinance, and is not contingent on the development of the Subdivision.

(b) The landscape plan for Chaparral Road's entrance into the Subdivision at Allen Heights road shall be submitted by the developer for approval to the City Council on or before the date of preliminary plat approval.

9. The Developer is required to use all commercially reasonable good faith efforts to direct the traffic resulting from construction in the Subdivision to Allen Heights Road and Bethany Drive. All reasonable means are to be employed to reduce construction traffic on Springhill Drive and Parker Road.

10. The Developer will dedicate to the City an area of four (4) acres of land in the Subdivision for public purposes, including but not limited to ground or elevated water utility facilities, and/or fire, police and EMS services. The location of the tract will be determined by the City and the Developer prior to preliminary plat approval. The decision on the location of the public tract will not be unreasonably withheld, conditioned, or delayed by any party.

11. All trail systems within the Subdivision shall be available for use by the general public. All maintenance and repair of the trails system shall be provided and paid for by the Developer, the required and mandatory homeowners association, and/or the individual property owners whose land is encumbered by the trail, as the case may be. The trails system will be constructed by the Developer in accordance with the plans and specifications to be agreed upon by the City staff and the Developer, with input from the Conservancy of Parker. Such agreements are not to be unreasonably withheld, conditioned, or delayed, by the City, or the Developer.

12. The Developer agrees not to remove the existing treed areas except to the absolute minimum amount of tree removal necessary for development. The tree removal, if any, will be done with the approval of the City staff with the advice of the Conservancy of Parker.

13. The Developer will submit a landscape plan, trail plan, and a tree plan, to the City for approval on or before the date of filing of the preliminary plat.

14. All onsite infrastructure, including roads and utilities, is to be constructed and paid for by the Developer. Any offsite required development will be governed by the City's Pro-Rata Ordinance, as limited by any State or Federal law.

15. The Developer and/or builder is to provide each residential structure with a septic system for each individual home. The septic system shall comply with all requirements of the City of Parker, Collin County, and the Texas Commission on Environmental Quality. No public sanitary sewer system will be constructed for the Subdivision.

16. The Developer will dedicate all additional right-of-way required by the City of Parker Subdivision Ordinance and the City of Parker Settlement Agreement of the annexation litigation with the City of Allen for that portion of Allen Heights Road adjacent to the Subdivision. The required right-of-way for Allen Heights Road will be dedicated, irrigated and landscaped. Landscape plans will be submitted with the preliminary plat. Maintenance and irrigation of all of Allen Heights right-of-way, as with all other common areas and landscaping in the Subdivision will be maintained and paid by the Developer and/or the Homeowner's Association.

SECTION 2. That the property shall be used only in the manner and for the purposes as required in the SFT and SF zoning classifications provided for by this Ordinance pursuant to the Amended Comprehensive Zoning Ordinance of the City of Parker, as heretofore amended, and subject to the aforementioned special conditions. Any dispute as to the operation, effect, or interpretation of this Ordinance shall be determined by the Parker City Council at a meeting properly noticed and held on the subject.

SECTION 3. That should any sentence, paragraph, Subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Parker, as heretofore amended, and upon

conviction shall be punished by a fine not to exceed the sum of \$2,000.00 for ~~each offense, and~~ each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published either (a) in every issue of the official newspaper of the City of Parker for two days, or (b) one issue of the newspaper if the official newspaper is a weekly paper. An affidavit by the printer or the publisher of the official newspaper verifying the publication shall be filed in the office of the City Secretary.

ADOPTED this 23rd day of September, 2003, by
the Parker City Council.

APPROVED:

David Hammel
David Hammel, Mayor

ATTEST:

Betty McMenamy
Betty McMenamy, City Secretary

Exhibits:

- A. Subdivision Metes and Bounds
- B. SF & SFT Metes and Bounds
- C. Chaparral Road Specifications

EXHIBIT A
Subdivision Metes and Bounds

LEGAL DESCRIPTION

4286 LEG

BEING a tract of land situated in the City of Parker, Collin County, Texas and in the J. Snider Survey, Abstract No. 848, and being part of a tract of land described in a deed to Luther Bolin recorded in Volume 378, Page 48 of the Deed Records of Collin County, Texas and being part of a tract of land described in a deed to Emajean Haggard Hall recorded in Volume 646, Page 647 of the Deed Records of Collin County, Texas and being more particularly described as follows;

COMMENCING at a 3/8" iron rod found on the east line of Allen Heights Drive (variable right of way) being the northwest corner of said Bolin tract;

THENCE, S 00° 25' 18" E, with said east right of way line a distance of 966.00 feet to the POINT OF BEGINNING;

THENCE, S 89° 33' 23" E, leaving said right of way line a distance of 1085.36 feet to a point for corner;

THENCE, N 00° 26' 37" E, a distance of 965.99 feet to a point on the south line of Bethany Ridge Estates, an addition to Collin County, Texas recorded in Cabinet J, Slide 692, of the Deed Records of Collin County, Texas;

THENCE, S 89° 33' 22" E, along the said south line of Bethany Ridge Estates a distance of 971.20 feet to the northwest corner of a tract of land described in deed to Allen ISD recorded in Clerks File Number 97-0039110 of the Deed Records of Collin County, Texas;

THENCE, S 00° 26' 37" W, along the west line of said Allen ISD tract a distance of 680.00 feet to a 3/8" iron rod found with cap stamped "CORWIN ENGR. INC.;"

THENCE, S 89° 33' 23" E, along the south line of said Allen ISD tract a distance of 803.32 feet to a 3/8" iron rod found with cap stamped "CORWIN ENGR. INC." being the southeast corner of said Allen ISD tract;

THENCE, N 00° 26' 37" E, with the east line of said Allen ISD tract a distance of 680.00 feet to a 5/8" iron rod found on the north line of said Bolin tract and on the south line of Bethany Ridge 3, an addition to Collin County, Texas recorded in Cabinet J, Slide 800 of the Deed Records of Collin County, Texas;

THENCE, S 89° 33' 23" E, with the common line of said Bolin tract and said Bethany Ridge 3, passing at a distance of 1002.10 feet, a 1/2" iron rod found being the southeast corner of said Bethany Ridge 3 and being the southwest corner of Bethany Ridge 3, Phase B, an addition to Collin County, Texas recorded in Cabinet K, Slide 704 of the Map Records of Collin County, Texas passing at a distance of 1507.45 feet, a 1/2" iron

EXHIBIT A

rod found being the southeast corner of said Bethany Ridge 3, Phase B and being the southwest corner of Bethany Ridge IV, an addition to Collin County, Texas recorded in Cabinet L, Slide 894 of the Map Records of Collin County, Texas, passing at a distance of 2313.79 feet a 1/2" iron rod found being the southwest corner of a tract of land described in a deed to North Texas Municipal water District recorded in Volume 2882, Page 480 of the Deed Records of Collin County, Texas, passing at a distance of 2413.66 feet a 1/2" iron rod found at the west corner of the south terminus of Malone Road being the southeast corner of said North Texas Municipal Water District tract, continuing with the north line of said Bolin tract a total distance of 2449.23 feet to a 1/2" iron rod set with cap stamped "Precise Land Surv." in Malone Road being the northeast corner of said Bolin tract;

THENCE, S 00° 46' 29" W, along said Malone Road and with the east line of said Bolin tract passing at a distance of 1320.72 feet to a 1/2" iron rod set with cap stamped "Precise Land Surv." being the southwest corner of said Bolin tract and being the northeast corner of a tract of land described in a deed to Emajean Haggard Hall recorded in Volume 646, Page 647 of the Deed Records of Dallas County, Texas continuing for a total distance of 2982.11 feet to a 1/2" iron rod found being the original southwest corner of a tract of land described in a deed to Dawneill Shelley recorded in Volume 3841, Page 480 of the Deed Records of Collin County, Texas and being the original northwest corner of Easy Acres Addition, an addition to Collin County, Texas recorded in Volume 6, Page 87 of the Map Records of Collin County, Texas;

THENCE, S 01° 27' 51" W, with the east line of said Hall tract and along said road a distance of 959.49 feet to a 1/2" iron rod wet with cap stamped "Precise Land Surv.;"

THENCE, N 89° 33' 23" W, leaving said road a distance of 3003.79 feet to a 1/2" iron rod set with cap stamped "Precise Lan Surv." being the northeast corner of Lot 7, Block A of Sycamore Estates, an addition to the City of Parker, Collin County, Texas recorded in Volume 11, Page 39 of the Map Records of Collin County, Texas;

THENCE, N 89° 49' 07" W, with the common line of said Hall tract and said Lots 7 and 8, a distance of 773.66 feet to a 1/2" iron rod found;

THENCE, S 89° 49' 10" W, with the common line of said Hall tract and said Lot 8 and Lot 19 of Replat of Sycamore Estates, an addition to the City of Parker, Collin County, Texas recorded in Cabinet C, Slide 415 of the Map Records of Collin County, Texas a distance of 1501.83 feet to a 1/2" iron rod found on the east line of said Allen Heights Drive (variable width right of way) being the southwest corner of said Hall tract;

THENCE, N 00° 28' 36" E, with the east line of said Allen Heights Drive, a distance of 2995.30 feet to the POINT OF BEGINNING containing 19,310.549 square feet or 443.309 acres of land.

EXHIBIT A

EXHIBIT B

EXHIBIT B-1 SF Tract (Tract B)

EXHIBIT B-2 SFT Tract (Tract A)

EXHIBIT B-3 Zoning Exhibit

LEGAL DESCRIPTION

4286LEG3

BEING a tract of land situated in the City of Parker, Collin County, Texas and in the J. Snider Survey, Abstract No. 848, and being part of a tract of land described in a deed to Emajean Haggard Hall recorded in Volume 646, Page 647 of the Deed Records of Collin County, Texas and being more particularly described as follows;

COMMENCING at a 3/8" iron rod found on the east line of Allen Heights Drive (variable right of way) being the northwest corner of said Hall tract;

THENCE, S 00° 25' 18" E, with said east right of way line a distance of 3135.86 feet to the POINT OF BEGINNING;

THENCE, N 84° 48' 03" E, leaving said right of way line a distance of 5323.95 feet to a point in Malone Road;

THENCE, S 00° 46' 29" W, along said Malone Road and with the east line of said Hall tract for a distance of 369.66 feet to a 1/2" iron rod found being the original southwest corner of a tract of land described in a deed to Dawnell Shelley recorded in Volume 3841, Page 480 of the Deed Records of Collin County, Texas and being the original northwest corner of Easy Acres Addition, an addition to Collin County, Texas recorded in Volume 6, Page 87 of the Map Records of Collin County, Texas;

THENCE, S 01° 27' 51" W, with the east line of said Hall tract and along said road a distance of 959.49 feet to a 1/2" iron rod wet with cap stamped "Precise Land Surv.;"

THENCE, N 89° 33' 23" W, leaving said road a distance of 3003.79 feet to a 1/2" iron rod set with cap stamped "Precise Land Surv." being the northeast corner of Lot 7, Block A of Sycamore Estates, an addition to the City of Parker, Collin County, Texas recorded in Volume 11, Page 39 of the Map Records of Collin County, Texas;

THENCE, N 89° 49' 07" W, with the common line of said Hall tract and said Lots 7 and 8, a distance of 773.66 feet to a 1/2" iron rod found;

THENCE, S 89° 49' 10" W, with the common line of said Hall tract and said Lot 8 and Lot 19 of Replat of Sycamore Estates, an addition to the City of Parker, Collin County, Texas recorded in Cabinet C, Slide 415 of the Map Records of Collin County, Texas a distance of 1501.83 feet to a 1/2" iron rod found on the east line of said Allen Heights Drive (variable width right of way) being the southwest corner of said Hall tract;

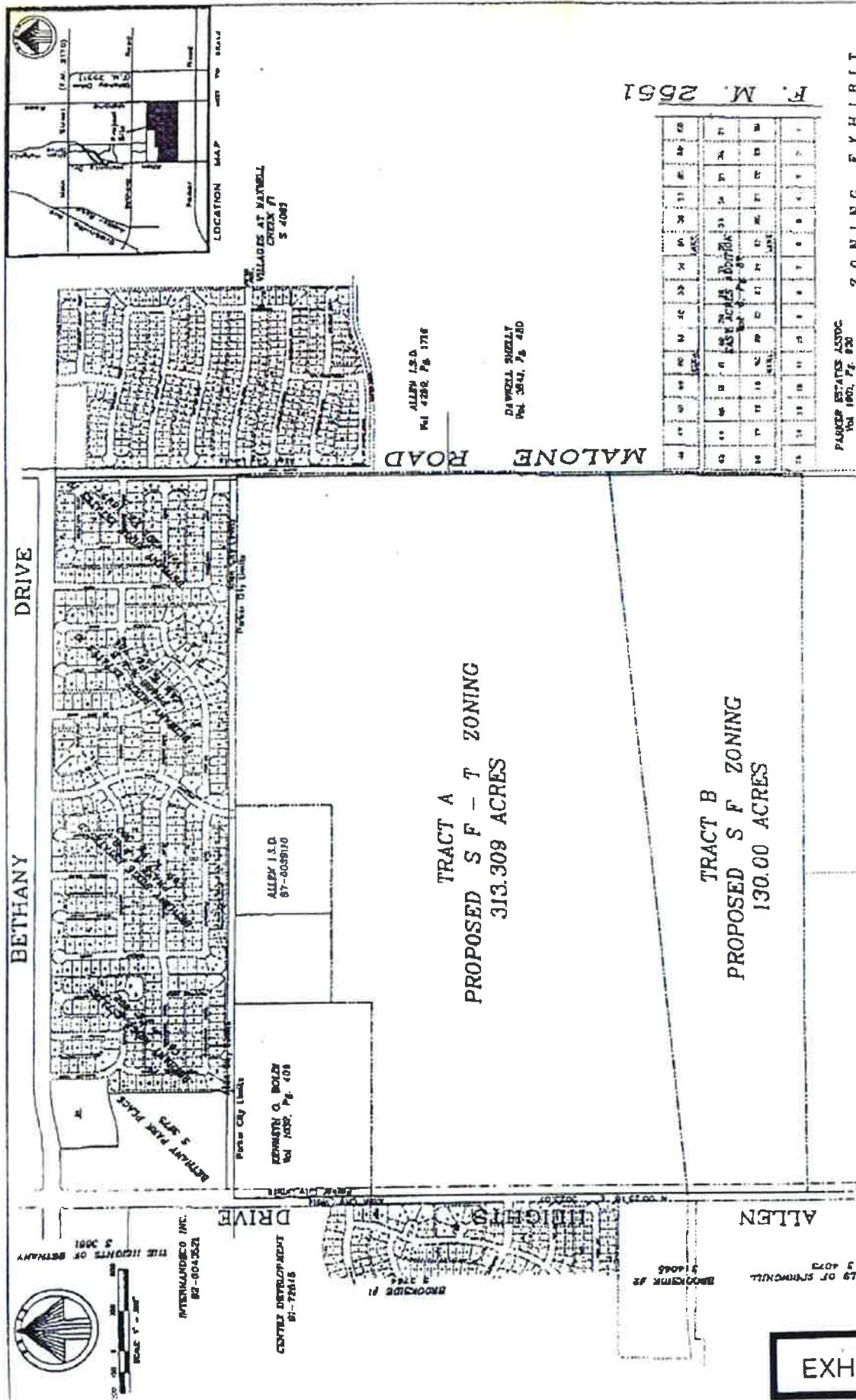
THENCE, N 00° 28' 36" E, with the east line of said Allen Heights Drive, a distance of 825.43 feet to the POINT OF BEGINNING containing 5,662.800 square feet or 130.00 acres of land.

EXHIBIT B-1

EXHIBIT B-2

SFT Zoning Tract

The SFT Tract is a 313.309 acre tract, which is that portion of the Subdivision described in Exhibit A, save and except that SF portion of the Subdivision shown in the attached Zoning Exhibit as Tract B (130 acres) described in Exhibit B-1. The SFT tract is shown in Exhibit B-3 as Tract A.



ZONING EXHIBIT
443.309 ACRES
JOHN SNYDER SURVEY, ABSTRACT NO. 649
IN THE
CITY PARKER, COLLIN COUNTY, TEXAS

PAPERS STATES ASSOC

5445

EXHIBIT B-3

EXHIBIT C
Chaparral Road Specifications

Chaparral Road will be constructed in accordance with this zoning ordinance, and the City Subdivision Regulations. Unless otherwise stated, the road will be two lanes eighteen (18) feet wide separated by a median. The median and parkways will be irrigated and landscaped. The landscape plans will be submitted with the preliminary plat for approval. Chaparral Road will be constructed of concrete.

OWNER'S CERTIFICATE

STATE OF TEXAS)
COUNTY OF COLLIN)(

WHEREAS First Texas Homes, Inc. is the sole owner of an 84.236 acre tract of land situated in the James Bradley Survey, Abstract No. 89, City of Parker, Collin County, Texas, and being a part of the 205.9329 acre tract of land conveyed to First Texas Homes, Inc. by deed of record in Instrument No. 20141229001413160, of the Official Public Records of Collin County, Texas; said 84.236 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner in the north right-of-way line of Keswick Drive, a 60-foot right-of-way, at the southeast corner of Lot 17, Block E, of Parker Ranch Estates Phase 3, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2018, Page 221, of the Map Records of Collin County, Texas;

THENCE North 00 degrees 43 minutes 12 seconds West, along the east line of said Lot 17, Block E, a distance of 300.00 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner in the south line of Lot 22, Block B, Parker Ranch Estates, Phase 4B, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2020, Page, 768, of said Map Records, at the northeast corner of said Lot 17, Block E;

THENCE North 89 degrees 16 minutes 48 seconds East, along the south line of said Lot 22, Block B, at a distance of 60.36 feet passing the southeast corner of said Lot 22, Block B, Parker Ranch Estates, Phase 4B, and being the southwest corner of Lot 10, Block B, Parker Ranch Estates, Phase 4A, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2020, Page, 766, of said Map Records, continuing along the common line between said 205.9329 acre tract and said Block B, Parker Ranch Phase 4A, in all a total distance of 1,875.36 feet to a cut "X" in concrete found at the southeast corner of Lot 1, of said Block B, and being at the most easterly northeast corner of said 205.9329 acre tract; said point being in the west right-of-way line of Malone Road, a variable width right-of-way;

THENCE South 00 degrees 23 minutes 13 seconds East, departing the said common line between the 205.9329 acre tract and Block B, Parker Ranch Estates, Phase 4A, along the said west line of Malone Road, at a distance of 551.68 feet passing the west corner of the south terminus of said Malone Road, and the northwest corner of Lot 2X, Block A, of Morgan Crossing Phase One, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2006, Page 715, of said Plat Records, at a distance of 976.22 feet passing the southwest corner of said Lot 2X, Block A, of Morgan Crossing Phase One and the northwest corner of Lot 2X, Block A, of Morgan Crossing Phase Two, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2006, Page 717, of said Plat Records, continuing along the west line of the said Lot 2X, Block A, Morgan Crossing Phase Two, in all a total distance of 1,661.24 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the southwest corner of said Lot 2X, Block A, Morgan Crossing Phase Two, said point being the west corner of the north terminus of Bozeman Drive, a 30-foot right-of-way;

THENCE South 00 degrees 16 minutes 51 seconds West, along the west right-of-way line of Bozeman Road, a distance of 959.31 feet to a 1/2" iron rod with a yellow plastic cap found at the northeast corner Lot 11, Block D, Whitestone Estates, Phase 2, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2020, Page, 609, of said Map Records and the southeast corner of said 205.9329 acre tract;

THENCE South 89 degrees 16 minutes 29 seconds West, departing the said west line of Bozeman Road, along the common line between the said 205.9329 acre tract and said Block D, Whitestone Estates, Phase 2, at a distance of 850.89 feet passing the east corner of the north terminus of Whitestone Drive, an 85-foot right-of-way, continuing along the common line between the said 205.9329 acre tract and the said north terminus of Whitestone Drive, in all a total distance of 935.89 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the southeast corner of a 1.5 acre tract of land conveyed to the City of Parker, by deed of record in Instrument No. 20200714001090270, of the Official Public Records of Collin County, Texas; said point being at the west corner of the said north terminus of Whitestone Drive, and being at the northeast corner of Lot 1, Block F, of said Whitestone Estates, Phase 2;

THENCE departing the said common line between the 205.9329 acre tract and the north terminus of Whitestone Drive, over and across said 205.9329 acre tract and along the east and north line of said City of Parker tract, the following courses and distances:

North 01 degrees 15 minutes 34 seconds West, a distance of 63.92 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the beginning of a non-tangent curve to the left;

Along said tangent curve to the left having a central angle of 13 degrees 19 minutes 23 seconds, a radius of 1,000.00 feet, and an arc length of 232.53 feet (chord bears North 07 degrees 55 minutes 16 seconds West, 232.01 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said City of Parker tract;

South 71 degrees 56 minutes 02 seconds West, a distance of 279.92 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner in the northeast line of Lot 25, Block F, of said Parker Ranch Estates Phase 3; said point being the northwest corner of said City of Parker tract;

THENCE North 21 degrees 22 minutes 41 seconds West, departing the said north line of the City of Parker tract, along the said northeast line of Lot 25, Block F, Parker Ranch Estates, Phase 3, a distance of 298.59 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 25, Block F; said point being in the southerly right-of-way line of Linwood Drive, a 60-foot right-of-way, and in a non-tangent curve to the right;

THENCE along the easterly line of said Parker Ranch Estates Phase 3, the following courses and distances:

Along said southerly line of Linwood Drive non-tangent curve to the left having a central angle of 13 degrees 21 minutes 01 second, a radius of 1,496.06 feet, and an arc length of 348.59 feet (chord bears North 61 degrees 56 minutes 49 seconds East, 347.80 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the intersection of the said southerly

line Linwood Drive and the northeast right-of-way line of Wellbridge Drive, an 85-foot right-of-way;

North 33 degrees 06 minutes 01 second West, departing the said southerly line of Linwood Drive, along the northeast right-of-way line of said Wellbridge Drive, a distance of 548.91 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the intersection the said northeast line of Wellbridge Drive, and the northwest right-of-way line of Chaparral Road, a 105-foot right-of-way; said point being the beginning of a non-tangent curve to the right;

Departing said northeast line of Wellbridge Drive, along said northwest line of Chaparral Road and said non-tangent curve to the right having a central angle of 12 degrees 47 minutes 23 seconds, a radius of 947.50 feet, and an arc length of 211.50 feet (chord bears South 60 degrees 43 minutes 25 seconds West, 211.06 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the intersection of the said northwest line of Chaparral Road and the northeast right-of-way line of Kirkdale Drive, a 60-foot right-of-way;

North 21 degrees 04 minutes 44 seconds West, departing the said northwest line of Chaparral Drive, along the said northeast line of Kirkdale Drive, a distance of 175.95 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the beginning of a tangent curve to the right;

Along said Kirkdale Drive and said tangent curve to the right having a central angle of 01 degrees 37 minutes 06 seconds, a radius of 2,970.00 feet, and an arc length of 83.89 feet (chord bears North 20 degrees 16 minutes 11 seconds West, 83.88 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the south corner of Lot 2, Block E, of said Parker Ranch Phase 3;

North 70 degrees 32 minutes 22 seconds East, departing the said northeast line of Kirkdale Drive, a distance of 452.02 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the east corner of said Lot 2, Block E;

North 55 degrees 40 minutes 34 seconds West, a distance of 195.79 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 2 Block E and the southeast corner of Lot 3, of said Block E;

North 16 degrees 01 minute 41 seconds West, a distance of 186.88 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 3, Block E and the southeast corner of Lot 4, of said Block E;

North 09 degrees 55 minutes 51 seconds West, a distance of 188.84 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 4, Block E, and the southeast corner of Lot 5, of said Block E;

North 05 degrees 50 minutes 22 seconds West, a distance of 188.84 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 5, Block E;

South 86 degrees 12 minutes 23 seconds West, a distance of 325.00 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northwest corner of said Lot 5,

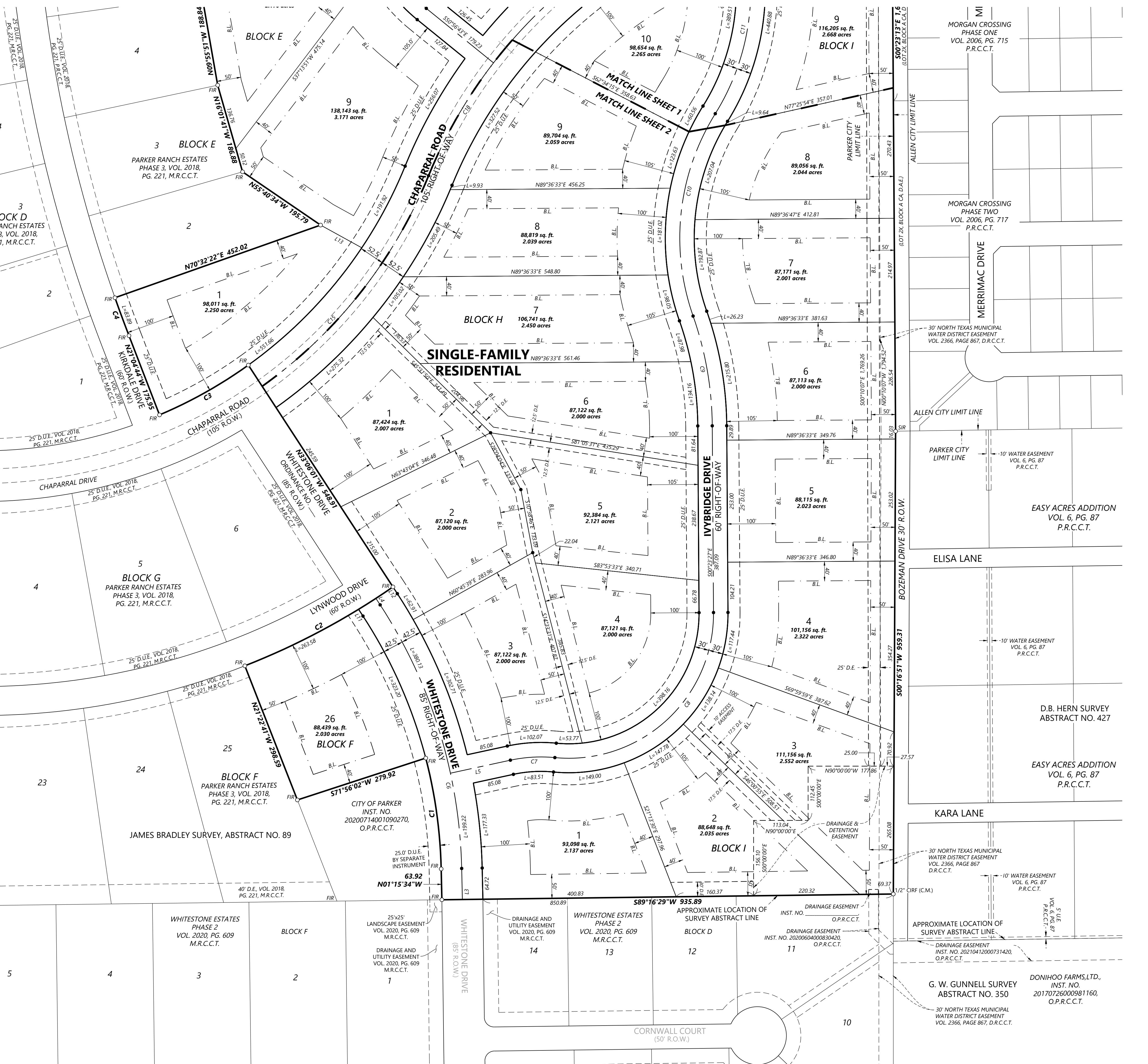
Block E; said point being in the said East line of Kirkdale Drive; said point being in a non-tangent curve to the right;

Along said east line of Kirkdale Drive and said non-tangent curve to the right having a central angle of 03 degrees 04 minutes 17 seconds, a radius of 2,970.00 feet, and an arc length of 159.22 feet (chord bears North 02 degrees 15 minutes 29 seconds West, 159.20 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the end of said curve;

North 00 degrees 43 minutes 20 seconds West, continuing along said east line of Kirkdale Drive, a distance of 109.97 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the intersection of the said east line of Kirkdale Drive, and the said north line of Keswick Drive;

THENCE South 89 degrees 16 minutes 48 seconds West, departing the said east line of Kirkdale Drive, along the said north line of Keswick Drive, a distance of 93.72 feet to the **POINT-OF-BEGINNING**, containing **3,669,310 square feet or 84.236 acres of land**.

PARKER RANCH ESTATES PHASE 5



SCALE 1" = 100'

SURVEYOR'S NOTES

1. Basis of bearing is the final plat of Parker Ranch Phase 1, as recorded in Volume 2016, Page 548, O.P.R.C.C.T.
2. All exterior corners set are monumented with a 5/8" diameter iron rod with yellow plastic cap stamped "WESTWOOD PS". All interior corners are monumented with a 1/2" diameter iron rod with yellow plastic cap stamped "WESTWOOD PS".
3. Selling a portion of this addition by metes and bounds is a violation of city subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
4. According to the Flood Insurance Rate Map (Firm) Community Panel No. 48085c0385 J, Dated June 2 2009, the subject tract does not appear to be within the 100 Year Floodplain.

ON-SITE SEWER FACILITY NOTES

- > All lots must utilize alternative On-Site Sewage Facilities. Presence of solid/fractured rock may further limit type of alternative On-Site Sewage Facilities on individual lots.
- > Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations). No variances will be granted for setbacks or for OSSF reduction.
- > Lot 1/X is an open space lot and no OSSF can be installed on lot 1/X.
- > There is a 25' drainage and utility easement along all street-adjacent property lines of each lot to which OSSF setbacks will apply.
- > There is a 10'-0" drainage easement along each property line to which OSSF setbacks may apply.
- > There is a 30' water easement along the eastern property lines of lots 3/I, 4/I, 5/I, 6/I, 7/I, 8/I and 9/I to which OSSF setbacks will apply.
- > There is a large, variable width drainage/detention easement along the side/rear of lots 2/I and 3/I to which OSSF setbacks will apply. Careful pre-planning with RS/PE will be required for these lots.
- > Due to a proposed, adjacent, aboveground municipal water storage tank, lots 26/F, 1/I and 3/H will be precluded from surface irrigation OSSF disposal and must use belowground OSSF disposal options. Careful pre-planning with RS/PE will be required for lots 26/F, 1/I and 3/H.
- > There are no easements other than those noted above.
- > There were no permitted/approved existing structures with associated OSSF(s) on lot at the time of approval. Any existing structures or OSSFs on lots must be reviewed and permitted by Collin County Development Services prior to any use.
- > Tree removal and/or grading for OSSF may be required on individual lots.
- > There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
- > Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.
- > Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

LEGEND	
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
M.R.C.C.T.	MAP RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
INSTR. #	INSTRUMENT NUMBER
AC.	ACRE
D.U.E.	DRAINAGE & UTILITY EASEMENT
R.O.W.	RIGHT OF WAY
VOL. PG.	VOLUME, PAGE
B.L.	BUILDING LINE
FIR	IRON ROD FOUND WITH YELLOW CAP STAMPED "WESTWOOD PS"
CIRF	IRON ROD WITH YELLOW CAP POINT OF TANGENCY/POINT OF CURVATURE
SIR	5/8" CAPPED IRON ROD SET WITH YELLOW CAP STAMPED "WESTWOOD PS"
P.O.B.	POINT OF BEGINNING
OSSF	ON-SITE SEWER FACILITY
D.E.	DRAINAGE EASEMENT
(C.M.)	CONTROLLING MONUMENT

FINAL PLAT
OF
PARKER RANCH ESTATES
PHASE 5

LOTS 1, 6-16, BLOCK E; LOT 26, BLOCK F;
LOTS 1-10, BLOCK H, LOTS 1-9, BLOCK I;
AND LOTS 1X, 2-6, BLOCK J;

37 RESIDENTIAL LOTS AND 1 COMMON AREA
84.236 ACRES

OUT OF THE
JAMES BRADLEY SURVEY, ABSTRACT NO. 89,
IN THE
CITY OF PARKER, COLLIN COUNTY TEXAS
OWNER

FIRST TEXAS HOMES, INC.
500 CRESCENT COURT, SUITE 350
DALLAS, TX 75201

ENGINEER/SURVEYOR
Westwood
Phone: (214) 473-4640
TollFree: (888) 937-5150
westwoods.com

Westwood Professional Services, Inc.
TPBS Firm Reg. No. 11756
TPBS Firm Reg. No. 10074301

N: 0006535.20\1 Project Data\DWG\Survey\0006535.20 Parker Ranch Phase 5 final plat.dwg

2/3

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS First Texas Homes, Inc. is the sole owner of an 84.236 acre tract of land situated in the James Bradley Survey, Abstract No. 89, City of Parker, Collin County, Texas, and being a part of the 205.9329 acre tract of land conveyed to First Texas Homes, Inc. by deed of record in Instrument No. 2014129001413160, of the Official Public Records of Collin County, Texas; said 84.236 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner in the north right-of-way line of Keswick Drive, a 60-foot right-of-way, at the southeast corner of Lot 17, Block E, Parker Ranch Estates Phase 3, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2018, Page 221, of the Map Records of Collin County, Texas;

THENCE North 00 degrees 43 minutes 12 seconds West, along the east line of said Lot 17, Block E, a distance of 300.00 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner in the south line of Lot 22, Block B, Parker Ranch Estates, Phase 4B, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2020, Page 768, of said Map Records, at the northeast corner of said Lot 17, Block E;

THENCE North 89 degrees 16 minutes 48 seconds East, along the south line of said Lot 22, Block B, at a distance of 60.36 feet passing the southeast corner of said Lot 22, Block B, Parker Ranch Estates, Phase 4B, and being the southwest corner of Lot 10, Block B, Parker Ranch Estates, Phase 4A, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2020, Page 766, of said Map Records, continuing along the common line between said 205.9329 acre tract and said Block B, Parker Ranch Phase 4A, in a total distance of 1,875.36 feet to a cut "X" in concrete found at the southeast corner of Lot 1, of said Block B, and being at the most easterly northeast corner of said 205.9329 acre tract; said point being in the west right-of-way line of Malone Road, a variable width right-of-way;

THENCE South 00 degrees 23 minutes 23 seconds East, departing the said common line between the 205.9329 acre tract and Block B, Parker Ranch Estates, Phase 4A, along the said west line of Malone Road, at a distance of 551.68 feet passing the west corner of the south terminus of said Malone Road, and the northwest corner of Lot 2X, Block A, of Morgan Crossing Phase One, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2006, Page 715, of said Plat Records, at a distance of 976.22 feet passing the southwest corner of said Lot 2X, Block A, of Morgan Crossing Phase One and the northwest corner of Lot 2X, Block A, of Morgan Crossing Phase Two, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2006, Page 717, of said Plat Records, continuing along the west line of the said Lot 2X, Block A, of Morgan Crossing Phase Two, in a total distance of 1,661.24 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at the southwest corner of said Lot 2X, Block A, of Morgan Crossing Phase Two, said point being the west corner of the north terminus of Bozeman Drive, a 30-foot right-of-way;

THENCE South 00 degrees 16 minutes 51 seconds West, along the west right-of-way line of Bozeman Road, a distance of 959.31 feet to a 1/2" iron rod with a yellow plastic cap found at the northeast corner Lot 11, Block D, Whitestone Estates, Phase 2, an addition to the City of Parker, Collin County, Texas, according to the plat thereof recorded in Volume 2020, Page 609, of said Map Records and the southwest corner of said 205.9329 acre tract;

THENCE South 89 degrees 16 minutes 29 seconds West, departing the said west line of Bozeman Road, along the common line between the 205.9329 acre tract and said Block D, Whitestone Estates, Phase 2, at a distance of 850.89 feet passing the east corner of the north terminus of Whitestone Drive, an 85-foot right-of-way, continuing along the common line between the 205.9329 acre tract and the said north terminus of Whitestone Drive, in a total distance of 935.89 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the southeast corner of the north terminus of said 205.9329 acre tract; said point being at the west corner of the said north terminus of Whitestone Drive, and being at the northeast corner of Lot 1, Block F, of said Whitestone Estates, Phase 2;

THENCE departing the said common line between the 205.9329 acre tract and the north terminus of Whitestone Drive, over and across said 205.9329 acre tract and along the east and north line of said City of Parker tract, the following courses and distances:

North 01 degrees 15 minutes 34 seconds West, a distance of 63.92 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the beginning of a non-tangent curve to the left;

Along said tangent curve to the left having a central angle of 13 degrees 19 minutes 23 seconds, a radius of 1,000.00 feet, and an arc length of 232.53 feet (chord bears North 07 degrees 55 minutes 16 seconds West, 232.01 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said City of Parker tract;

South 71 degrees 56 minutes 02 seconds West, a distance of 279.92 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner in the northeast line of Lot 25, Block F, of said Parker Ranch Estates Phase 3, said point being the northwest corner of said City of Parker tract;

THENCE North 21 degrees 22 minutes 41 seconds West, departing the said north line of the City of Parker tract, along the said northeast line of Lot 25, Block F, Parker Ranch Estates, Phase 3, a distance of 298.59 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 25, Block F, said point being in the southerly right-of-way line of Linwood Drive, a 60-foot right-of-way, and in a non-tangent curve to the right;

THENCE along the easterly line of said Parker Ranch Estates Phase 3, the following courses and distances:

Along said southerly line of Linwood Drive non-tangent curve to the left having a central angle of 13 degrees 21 minutes 01 second, a radius of 1,496.06 feet, and an arc length of 348.59 feet (chord bears North 61 degrees 56 minutes 49 seconds East, 347.80 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the intersection of the said southerly line Linwood Drive and the northeast right-of-way line of Wellbridge Drive, an 85-foot right-of-way;

North 33 degrees 06 minutes 01 second West, departing the said southerly line of Linwood Drive, along the northeast right-of-way line of said Wellbridge Drive, a distance of 548.91 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the intersection of the said northeast line of Wellbridge Drive, and the northwest right-of-way line of Chaparral Road, a 105-foot right-of-way; said point being the beginning of a non-tangent curve to the right;

Departing said northeast line of Wellbridge Drive, along said northwest line of Chaparral Road and said non-tangent curve to the right having a central angle of 12 degrees 47 minutes 23 seconds, a radius of 947.50 feet, and an arc length of 211.50 feet (chord bears South 60 degrees 43 minutes 25 seconds West, 211.06 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the intersection of the said northwest line of Chaparral Road and the northeast right-of-way line of Kirkdale Drive, a 60-foot right-of-way;

North 21 degrees 04 minutes 44 seconds West, departing the said northwest line of Chaparral Drive, along the said northeast line of Kirkdale Drive, a distance of 175.95 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the beginning of a tangent curve to the right;

Along said Kirkdale Drive and said tangent curve to the right having a central angle of 01 degrees 37 minutes 06 seconds, a radius of 2,970.00 feet, and an arc length of 83.89 feet (chord bears North 20 degrees 16 minutes 11 seconds West, 83.88 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the south corner of Lot 2, Block E, of said Parker Ranch Phase 3;

North 70 degrees 32 minutes 22 seconds East, departing the said northeast line of Kirkdale Drive, a distance of 452.02 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the east corner of said Lot 2, Block E;

North 55 degrees 40 minutes 34 seconds West, a distance of 195.79 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 2 Block E and the southeast corner of Lot 3, of said Block E;

North 16 degrees 01 minute 41 seconds West, a distance of 186.88 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 3, Block E, and the southeast corner of Lot 4, of said Block E;

North 09 degrees 55 minutes 51 seconds West, a distance of 188.84 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 4, Block E, and the southeast corner of Lot 5, of said Block E;

North 05 degrees 50 minutes 22 seconds West, a distance of 188.84 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 5, Block E;

South 86 degrees 12 minutes 23 seconds West, a distance of 325.00 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 5, Block E; said point being in the said east line of Kirkdale Drive; said point being in a non-tangent curve to the right;

Along said east line of Kirkdale Drive and said non-tangent curve to the right having a central angle of 03 degrees 04 minutes 17 seconds, a radius of 2,970.00 feet, and an arc length of 159.22 feet (chord bears North 02 degrees 15 minutes 29 seconds West, 159.20 feet) to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the end of said curve;

North 00 degrees 43 minutes 20 seconds West, continuing along said east line of Kirkdale Drive, a distance of 109.97 feet to a 5/8" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the intersection of the said east line of Kirkdale Drive, and the said north line of Keswick Drive;

THENCE South 89 degrees 16 minutes 48 seconds West, departing the said east line of Kirkdale Drive, along the said north line of Keswick Drive, a distance of 93.72 feet to the POINT-OF-BEGINNING, containing 3,669.310 square feet or 84.236 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, FIRST TEXAS HOMES, INC. and the City of Parker, acting herein by and through its duly authorized officer, do hereby adopt this plat designating the herein above described property as PARKER RANCH ESTATES PHASE 5 an addition to the City of Parker, Texas, and do hereby dedicate, in fee simple, to the public use forever, the streets, alleys, and public use areas shown thereon. The easements, as shown, are hereby dedicated for the purposes as indicated. The Utility and Drainage Easements being hereby dedicated for the mutual use and accommodation of the City of Parker and all public utilities desiring to use or using same. All and any public utility and the City of Parker shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the City of Parker and all public utilities shall, at all times, have the full right of ingress and egress to or from and upon said Easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems, without the necessity, at any time or procuring the permission of anyone.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Parker, Texas.

WITNESS MY HAND AT _____, TEXAS this the _____ day of _____, 2023.

FIRST TEXAS HOMES, INC.

By: KEITH HARDESTY

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Keith Hardesty, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST TEXAS HOMES, INC., and that he executed the same as the act of such limited partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission
City of Parker, Texas

Date _____

APPROVED AND ACCEPTED

Mayor, City of Parker, Texas

Date _____

The undersigned, the City Secretary of the City of Parker, hereby certifies that the foregoing Preliminary map or plat of PARKER RANCH ESTATES PHASE 5 a subdivision or addition to the City of Parker was submitted to the City Council on this _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the approval thereof by signing his name herein above subscribed.

WITNESS my hand this _____ day of _____, 2023.

City Secretary
City of Parker, Texas

HEALTH DEPARTMENT CERTIFICATION:

I, AS A REPRESENTATIVE OF COLLIN COUNTY DEVELOPMENT SERVICES, DO HEREBY CERTIFY THAT THE ON-SITE SEWAGE FACILITIES DESCRIBED ON THIS PLAT CONFORM TO THE APPLICABLE OSSF LAWS OF THE STATE OF TEXAS. THAT SITE EVALUATION HAVE BEEN SUBMITTED REPRESENTING THE SITE CONDITIONS IN THE AREA IN WHICH ON-SITE SEWAGE FACILITIES ARE PLANNED TO BE USED.

DESIGNATED REPRESENTATIVE FOR COLLIN COUNTY DEVELOPMENT SERVICES

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
I, Jason B. Armstrong, Registered Professional Land Surveyor for Westwood, PS, do hereby certify that the plat shown herein accurately represents the results of an on-the-ground survey made in August, 2021, under my direction and supervision, and further certify that all corners are as shown thereon, and that said plat has been prepared in accordance with the platting rules and regulations of the City of Parker, Texas.

Date: This the _____ day of _____, 2023.

Jason B. Armstrong
Registered Professional Land Surveyor No. 5557

THE STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared Jason B. Armstrong, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WESTWOOD, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Lot Table																			
Lot #	Total Area (Ac.)	Lot #	Buildable Area(Ac.)	Lot #	Total Area (Ac.)	Lot #	Buildable Area(Ac.)	Lot #	Total Area (Ac.)	Lot #	Buildable Area(Ac.)	Lot #	Total Area (Ac.)	Lot #	Buildable Area(Ac.)	Lot #	Total Area (Ac.)		
Lot 1 Block E	2.250	Lot 1 Block E	0.417	Lot 26 Block F	2.030	Lot 26 Block F	0.527	Lot 1 Block H	2.007	Lot 1 Block H	0.557	Lot 1 Block I	2.137	Lot 1 Block I	0.573	Lot 2 Block J	1.500	Lot 2 Block J	0.480
Lot 6 Block E	1.500	Lot 6 Block E	0.461					Lot 2 Block H	2.000	Lot 2 Block H	0.733	Lot 2 Block I	2.035	Lot 2 Block I	0.783	Lot 3 Block J	1.808	Lot 3 Block J	0.914
Lot 7 Block E	1.747	Lot 7 Block E	0.669					Lot 3 Block H	2.000	Lot 3 Block H	0.495	Lot 3 Block I	2.552	Lot 3 Block I	1.187	Lot 4 Block J	1.730	Lot 4 Block J	0.751
Lot 8 Block E	2.170	Lot 8 Block E	0.930					Lot 4 Block H	2.000	Lot 4 Block H	0.638	Lot 4 Block I	2.322	Lot 4 Block I	0.966	Lot 5 Block J	1.877	Lot 5 Block J	0.923
Lot 9 Block E	3.171	Lot 9 Block E	1.498					Lot 5 Block H	2.121	Lot 5 Block H	0.807	Lot 5 Block I	2.023	Lot 5 Block I	0.787	Lot 6 Block J	1.653</td		

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF PARKER AS HERETOFORE AMENDED, BY ZONING A NEWLY ANNEXED PARCEL OF LAND OF APPROXIMATELY 399.7 ACRES OF LAND, AND ADDITIONAL LAND OF APPROXIMATELY 43 ACRES, EACH, IN COLLIN COUNTY, TEXAS, FOR A TOTAL OF APPROXIMATELY 443.309 ACRES, SAID PARCEL OF LAND BEING ZONED IN ITS NORTHERN PORTION SINGLE FAMILY TRANSITIONAL (SFT), AND ITS SOUTHERN PORTION SINGLE FAMILY (SF), AS SET FORTH SPECIFICALLY HEREIN, PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$2,000.00 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker Planning and Zoning Commission and the governing body of the City of Parker, in compliance with the laws of the State of Texas and the ordinances of the City of Parker, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance of the City of Parker should be amended to zone the land described herein;

WHEREAS, by Ordinance No. 518, the City of Parker did annex approximately 399.7 acres of land in the John Snyder Survey, Abstract 848, Collin County, Texas, portions of which were owned by the Hall families, and the Bolin families; and

WHEREAS, Douglas Properties, Inc. has requested zoning of those properties as set forth in this Ordinance, together with an additional parcel of land of approximately 43 acres; and

WHEREAS, the total of approximately 443.309 acres is to be zoned by this Ordinance in its northern portion, Single Family Transitional (SFT), and its southern portion, Single Family (SF), as more particularly described below;

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

SECTION 1. The Comprehensive Zoning Ordinance of the City of Parker, Texas, Ordinance 483, as heretofore amended, be, and the same is hereby amended by zoning the 443.309 acre tract (the "Subdivision" or the "443.309 acre tract") submitted by Douglas Properties, Inc. (the "Developer"), more particularly described by metes and bounds as shown on the attached Exhibit A, to zone the property in its northern portion as Single Family Transitional (SFT), and in its Southern portion as Single Family (SF). The areas of SFT (the "SFT tract"), and SF (the "SF tract"), are each specifically described by Exhibit B. The zoning and special conditions of the SFT and the SF tracts are as follows:

SPECIAL CONDITIONS

Meeting Date: 12/05/2023 Item 6.

1. The southern thirty (30%) percent of Family (SF). The metes and bounds description of the SF portion of the Subdivision is as shown in the attached Exhibit B. The Developer will submit to the City a survey of the property showing the dividing line between the SF and SFT tracts, with an additional copy reduced in size and appropriate for attaching to this Ordinance as Exhibit B2. The line dividing the SF and SFT tracts (the "SF/SFT boundary line") may be placed by the Developer to include an area of the Subdivision which is greater than 30%, should the Developer desire to do so. The area of the Subdivision north of the SF/SFT boundary line shall be SFT, and the area of the Subdivision south of said line shall be SF. All of the Subdivision south of the right of way dedicated for Chaparral Road shall be zoned SF.

2. Any platted lot whose area is crossed by the SF/SFT boundary line shall conform to whichever zoning classification in which more than half of the lot lies. In the event the lot is divided 50/50 by the SF/SFT boundary line, the lot shall be SF.

3. All lots in the Subdivision which are adjacent to, and have a contiguous lot line with a developed Parker Residential lot must be two acres net. A "Parker Residential lot" is defined as a lot contiguous to the Subdivision which is developed and utilized as a residential lot on or before the date of preliminary plat approval of the Subdivision. The preliminary plat shall include all of the Subdivision.

4. No more than 246 single family residential lots shall be platted or permitted on the 443.309 acre tract, notwithstanding any other provision of this Ordinance, or lot density which might otherwise be permitted in the SF and/or SFT tracts.

5. No home shall face, nor shall any home have a driveway which shall access Chaparral Road, Allen Heights Drive, Springhill Estates Drive, or any other right-of-way in the Subdivision, or adjacent thereto, planned for construction as a four lane road, divided or undivided, and/or which includes a 105 foot wide right of way dedication (M4D-S).

6. The Developer shall provide an access road leading from the southern portion of the Subdivision (SF) in a southerly direction towards Parker Road. The location is to be approved by the City Council, on the recommendation of the City Engineer, and in compliance with the City's Master Thoroughfare Plan, at the time of review of the preliminary plat of the Subdivision. The Developer will submit with the preliminary plat a location for a 2 lane access road in the northwestern section of the Subdivision, to Allen Heights Drive.

7. The Developer shall construct a landscaped boulevard entrance to the Subdivision at the intersection of Chaparral Drive and Allen Heights/Springhill Estates Drive, in accordance with the landscape plan submitted by the Developer for approval by the City, and a construction plan approved by the City Engineer. The Chaparral intersection is in addition to the two lane access road described above in No. 6.

8. Chaparral Road will be constructed in [REDACTED] dedicated to the public vehicular use. The specific cons Chaparral Road are as shown in Exhibit C, and as required

Meeting Date: 12/05/2023 Item 6.

(a) The road is to be designed with a one hundred-five (105) foot right of way, in accordance with the city's four-lane divided thoroughfare specifications designated as M4D-S. The initial construction of the road will be a two-lane road, with a fully developed landscaped and irrigated median between the lanes. Construction will be performed in such a way that the addition of two (2) additional lanes of traffic may be added to the two (2) initial lanes. The construction of Chaparral Road will begin on the western side of the Subdivision, where Chaparral Road intersects with Allen Heights Road/Springhill Drive, and shall continue in an easterly direction as the phases of the Subdivision are developed. The eastern end of Chaparral Road shall be placed as approved by the City Council upon approval of the preliminary plat. The eastern end point shall be at the eastern city limits of the City of Parker, at Malone Drive, north of the Easy Acres Subdivision. Chaparral Road shall be completed, and open for public use, at the request of the City, regardless of the stage of the Subdivision development, or upon the final plat approval for that phase of the Subdivision's development, whichever shall first occur. The developer's obligation to construct the entire length of Chaparral Road from the City's western boundary to the City's eastern boundary is required by this ordinance, and is not contingent on the development of the Subdivision.

(b) The landscape plan for Chaparral Road's entrance into the Subdivision at Allen Heights road shall be submitted by the developer for approval to the City Council on or before the date of preliminary plat approval.

9. The Developer is required to use all commercially reasonable good faith efforts to direct the traffic resulting from construction in the Subdivision to Allen Heights Road and Bethany Drive. All reasonable means are to be employed to reduce construction traffic on Springhill Drive and Parker Road.

10. The Developer will dedicate to the City an area of four (4) acres of land in the Subdivision for public purposes, including but not limited to ground or elevated water utility facilities, and/or fire, police and EMS services. The location of the tract will be determined by the City and the Developer prior to preliminary plat approval. The decision on the location of the public tract will not be unreasonably withheld, conditioned, or delayed by any party.

11. All trail systems within the Subdivision shall be available for use by the general public. All maintenance and repair of the trails system shall be provided and paid for by the Developer, the required and mandatory homeowners association, and/or the individual property owners whose land is encumbered by the trail, as the case may be. The trails system will be constructed by the Developer in accordance with the plans and specifications to be agreed upon by the City staff and the Developer, with input from the Conservancy of Parker. Such agreements are not to be unreasonably withheld, conditioned, or delayed, by the City, or the Developer.

12. The Developer agrees not to remove the trees on the property. The removal, if any, will be done with the approval of Conservancy of Parker.

Meeting Date: 12/05/2023 Item 6.

13. The Developer will submit a landscape plan, trail plan, and a tree plan, to the City for approval on or before the date of filing of the preliminary plat.

14. All onsite infrastructure, including roads and utilities, is to be constructed and paid for by the Developer. Any offsite required development will be governed by the City's Pro-Rata Ordinance, as limited by any State or Federal law.

15. The Developer and/or builder is to provide each residential structure with a septic system for each individual home. The septic system shall comply with all requirements of the City of Parker, Collin County, and the Texas Commission on Environmental Quality. No public sanitary sewer system will be constructed for the Subdivision.

16. The Developer will dedicate all additional right-of-way required by the City of Parker Subdivision Ordinance and the City of Parker Settlement Agreement of the annexation litigation with the City of Allen for that portion of Allen Heights Road adjacent to the Subdivision. The required right-of-way for Allen Heights Road will be dedicated, irrigated and landscaped. Landscape plans will be submitted with the preliminary plat. Maintenance and irrigation of all of Allen Heights right-of-way, as with all other common areas and landscaping in the Subdivision will be maintained and paid by the Developer and/or the Homeowner's Association.

SECTION 2. That the property shall be used only in the manner and for the purposes as required in the SFT and SF zoning classifications provided for by this Ordinance pursuant to the Amended Comprehensive Zoning Ordinance of the City of Parker, as heretofore amended, and subject to the aforementioned special conditions. Any dispute as to the operation, effect, or interpretation of this Ordinance shall be determined by the Parker City Council at a meeting properly noticed and held on the subject.

SECTION 3. That should any sentence, paragraph, Subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Parker, as heretofore amended, and upon

conviction shall be punished by a fine not to exceed the amount of \$500.00 for each and every day such violation shall be committed.

Meeting Date: 12/05/2023 Item 6.

SECTION 6. In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published either (a) in every issue of the official newspaper of the City of Parker for two days, or (b) one issue of the newspaper if the official newspaper is a weekly paper. An affidavit by the printer or the publisher of the official newspaper verifying the publication shall be filed in the office of the City Secretary.

ADOPTED this 23rd day of September, 2003, by

the Parker City Council.

APPROVED:

David Hammel
David Hammel, Mayor

ATTEST:

Betty McMenamy
Betty McMenamy, City Secretary

Exhibits:

- A. Subdivision Metes and Bounds
- B. SF & SFT Metes and Bounds
- C. Chaparral Road Specifications

EXHIBIT A
Subdivision Metes and Bounds

LEGAL DESCRIPTION

4286 LEG

BEING a tract of land situated in the City of Parker, Collin County, Texas and in the J. Snider Survey, Abstract No. 848, and being part of a tract of land described in a deed to Luther Bolin recorded in Volume 378, Page 48 of the Deed Records of Collin County, Texas and being part of a tract of land described in a deed to Emajean Haggard Hall recorded in Volume 646, Page 647 of the Deed Records of Collin County, Texas and being more particularly described as follows;

COMMENCING at a 3/8" iron rod found on the east line of Allen Heights Drive (variable right of way) being the northwest corner of said Bolin tract;

THENCE, S 00° 25' 18" E, with said east right of way line a distance of 966.00 feet to the POINT OF BEGINNING;

THENCE, S 89° 33' 23" E, leaving said right of way line a distance of 1085.36 feet to a point for corner;

THENCE, N 00° 25' 37" E, a distance of 965.99 feet to a point on the south line of Bethany Ridge Estates, an addition to Collin County, Texas recorded in Cabinet J, Slide 692, of the Deed Records of Collin County, Texas;

THENCE, S 89° 33' 22" E, along the said south line of Bethany Ridge Estates a distance of 971.20 feet to the northwest corner of a tract of land described in deed to Allen ISD recorded in Clerks File Number 97-0039110 of the Deed Records of Collin County, Texas;

THENCE, S 00° 26' 37" W, along the west line of said Allen ISD tract a distance of 680.00 feet to a 3/8" iron rod found with cap stamped "CORWIN ENGR. INC.",

THENCE, S 89° 33' 23" E, along the south line of said Allen ISD tract a distance of 803.32 feet to a 3/8" iron rod found with cap stamped "CORWIN ENGR. INC." being the southeast corner of said Allen ISD tract;

THENCE, N 00° 26' 37" E, with the east line of said Allen ISD tract a distance of 680.00 feet to a 5/8" iron rod found on the north line of said Bolin tract and on the south line of Bethany Ridge 3, an addition to Collin County, Texas recorded in Cabinet J, Slide 800 of the Deed Records of Collin County, Texas;

THENCE, S 89° 33' 23" E, with the common line of said Bolin tract and said Bethany Ridge 3, passing at a distance of 1002.10 feet, a 1/2" iron rod found being the southeast corner of said Bethany Ridge 3 and being the southwest corner of Bethany Ridge 3, Phase B, an addition to Collin County, Texas recorded in Cabinet K, Slide 704 of the Map Records of Collin County, Texas passing at a distance of 1507.45 feet, a 1/2" iron

EXHIBIT A

rod found being the southeast corner of said Bethany Ridge 3, Phase B and being the southwest corner of Bethany Ridge IV, an addition to Collin County, Texas recorded in Cabinet L, Slide 894 of the Map Records of Collin County, Texas, passing at a distance of 2313.79 feet a 1/2" iron rod found being the southwest corner of a tract of land described in a deed to North Texas Municipal water District recorded in Volume 2882, Page 480 of the Deed Records of Collin County, Texas, passing at a distance of 2413.66 feet a 1/2" iron rod found at the west corner of the south terminus of Malone Road being the southeast corner of said North Texas Municipal Water District tract, continuing with the north line of said Bolin tract a total distance of 2449.23 feet to a 1/2" iron rod set with cap stamped "Precise Land Surv." in Malone Road being the northeast corner of said Bolin tract;

THENCE, S 00° 46' 29" W, along said Malone Road and with the east line of said Bolin tract passing at a distance of 1320.72 feet to a 1/2" iron rod set with cap stamped "Precise Land Surv." being the southwest corner of said Bolin tract and being the northeast corner of a tract of land described in a deed to Emajean Haggard, Hall recorded in Volume 646, Page 647 of the Deed Records of Dallas County, Texas continuing for a total distance of 2982.11 feet to a 1/2" iron rod found being the original southwest corner of a tract of land described in a deed to Dawaell Shelley recorded in Volume 3841, Page 480 of the Deed Records of Collin County, Texas and being the original northwest corner of Easy Acres Addition, an addition to Collin County, Texas recorded in Volume 6, Page 87 of the Map Records of Collin County, Texas;

THENCE, S 01° 27' 51" W, with the east line of said Hall tract and along said road a distance of 959.49 feet to a 1/2" iron rod wet with cap stamped "Precise Land Surv.,"

THENCE, N 89° 33' 23" W, leaving said road a distance of 3003.79 feet to a 1/2" iron rod set with cap stamped "Precise Lan Surv." being the northeast corner of Lot 7, Block A of Sycamore Estates, an addition to the City of Parker, Collin County, Texas recorded in Volume 11, Page 39 of the Map Records of Collin County, Texas;

THENCE, N 89° 49" 07" W, with the common line of said Hall tract and said Lots 7 and 8, a distance of 773.66 feet to a 1/2" iron rod found;

THENCE, S 89° 49' 10" W, with the common line of said Hall tract and said Lot 8 and Lot 19 of Replat of Sycamore Estates, an addition to the City of Parker, Collin County, Texas recorded in Cabinet C, Slide 415 of the Map Records of Collin County, Texas a distance of 1501.83 feet to a 1/2" iron rod found on the east line of said Allen Heights Drive (variable width right of way) being the southwest corner of said Hall tract;

THENCE, N 00° 28' 36" E, with the east line of said Allen Heights Drive, a distance of 2995.30 feet to the POINT OF BEGINNING containing 19,310,549 square feet or 443.309 acres of land.

EXHIBIT A

EXHIBIT B

EXHIBIT B-1 SF Tract (Tract B)

EXHIBIT B-2 SFT Tract (Tract A)

EXHIBIT B-3 Zoning Exhibit

LEGAL DESCRIPTION

4286LEG3

BEING a tract of land situated in the City of Parker, Collin County, Texas and in the J. Snider Survey, Abstract No. 848, and being part of a tract of land described in a deed to Emajean Haggard Hall recorded in Volume 646, Page 647 of the Deed Records of Collin County, Texas and being more particularly described as follows;

COMMENCING at a 3/8" iron rod found on the east line of Allen Heights Drive (variable right of way) being the northwest corner of said Bolin tract;

THENCE, S 00° 25' 18" E, with said east right of way line a distance of 3135.86 feet to the POINT OF BEGINNING;

THENCE, N 84° 48' 03" E, leaving said right of way line a distance of 5323.95 feet to a point in Malone Road;

THENCE, S 00° 46' 29" W, along said Malone Road and with the east line of said Hall tract for a distance of 369.66 feet to a 1/2" iron rod found being the original southwest corner of a tract of land described in a deed to Dawnell Shelley recorded in Volume 3841, Page 480 of the Deed Records of Collin County, Texas and being the original northwest corner of Easy Acres Addition, an addition to Collin County, Texas recorded in Volume 6, Page 87 of the Map Records of Collin County, Texas;

THENCE, S 01° 27' 51" W, with the east line of said Hall tract and along said road a distance of 959.49 feet to a 1/2" iron rod wet with cap stamped "Precise Land Surv.:";

THENCE, N 89° 33' 23" W, leaving said road a distance of 3003.79 feet to a 1/2" iron rod set with cap stamped "Precise Lan Surv." being the northeast corner of Lot 7, Block A of Sycamore Estates, an addition to the City of Parker, Collin County, Texas recorded in Volume 11, Page 39 of the Map Records of Collin County, Texas;

THENCE, N 89° 49' 07" W, with the common line of said Hall tract and said Lots 7 and 8, a distance of 773.66 feet to a 1/2" iron rod found;

THENCE, S 89° 49' 10" W, with the common line of said Hall tract and said Lot 8 and Lot 19 of Replat of Sycamore Estates, an addition to the City of Parker, Collin County, Texas recorded in Cabinet C, Slide 415 of the Map Records of Collin County, Texas a distance of 1501.83 feet to a 1/2" iron rod found on the east line of said Allen Heights Drive (variable width right of way) being the southwest corner of said Hall tract;

THENCE, N 00° 28' 36" E, with the east line of said Allen Heights Drive, a distance of 825.43 feet to the POINT OF BEGINNING containing 5,662,800 square feet or 130.00 acres of land.

EXHIBIT B-2
SFT Zoning Tract

The SFT Tract is a 313.309 acre tract, which is that portion of the Subdivision described in Exhibit A, save and except that SF portion of the Subdivision shown in the attached Zoning Exhibit as Tract B (130 acres) described in Exhibit B-1. The SFT tract is shown in Exhibit B-3 as Tract A.

EXHIBIT C
Chaparral Road Specifications

Chaparral Road will be constructed in accordance with this zoning ordinance, and the City Subdivision Regulations. Unless otherwise stated, the road will be two lanes eighteen (18) feet wide separated by a median. The median and parkways will be irrigated and landscaped. The landscape plans will be submitted with the preliminary plat for approval. Chaparral Road will be constructed of concrete.



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:	November 29, 2023
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON
 2551
 NEWSLETTER
 WEBSITE
 COMP PLAN w/Council and Planning and Zoning (P&Z) Commission
 CIP
 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
 ANY ADDITIONAL UPDATES

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:	11/30/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/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:	November 29, 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)

Jay Foster Farms donated ground beef during Parkerfest valued at \$80 to the Police Department.

Moe Chigani donated smoked turkey valued at \$125 to the Police Department.

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/30/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/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: November 29, 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:	11/30/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/XX/2023

	ITEM DESCRIPTION	CONTACT	Notes
2023			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	3rd Qtr 2023 1114 CC Agenda
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	3rd Qtr 2023 1114 CC Agenda
Feb(Mar), May (July), Aug, Nov	Enterprise Update		2023 1101 - Request for Quarterly Update; 2023 1114; 2023 1205
	Council Committee Updates	Council	
	Public Safety Committee (MLP, MPTMS, & CMDA)	Council	2022 1115 and 2022 1206; Postponed 2023 0718
	Website Dev. Subcommittee (CMCM, CMTL, & MLP)	Council	2022 1115, 2022 1209, & 2023 0912; 2023 1016
Tentatively - Dec. 19, 2023	Parkerfest Donations List	Mayor	Added 2023 1108
Tentatively - Dec. 19, 2023	Enterprise Fleet Management Update		2023 1114; 2023 1205;
Tentatively - Dec. 19, 2023	Employee Personnel Manual		
Tentatively - Dec. 19, 2023	Kings Crossing Phase 5 Final Plat		
Tentatively - Dec. 19, 2023	Boards & Commissions - Attendance Policy Review	Mayor	2023 0725; Added at 2022 1115 CC Meeting
Tentatively - Dec. 19, 2023	Public Hearing - Water Impact Fees		
Tentatively - Dec. 19, 2023	Water Master Plan	Mayor	Added 2023 0809
Tentatively - Dec. 19, 2023	Water Impact		
Tentatively -TBA	Joint CC/P&Z Comprehensive Plan Mtg		2023 1024 Canceled, due to lack of P&Z
Tentatively -TBA	Subdivision Regs	Mayor	Added 2023 0809; 2023 0830
Tentatively - TBA	Newsletter - update resolution??		
2024			
Tentatively - Jan. XX, 2024	CIP discusses/actions	Mayor	
Tentatively - 2024	Planning Session	Mayor	Rescheduled
Tentatively - 2024	Goal Setting Council Workshop	Mayor	2023 0503
Tentatively - 2024	Public Safety Appt.	Mayor	2023 0613 - CA AS - Waiting on Ord. Amendment
Tentatively - 2024	Review Franchise Agreements	Mayor	Added 2023 0621
Tentatively - 2024	Agenda Submiss Process	Mayor	Added 2023 0809
Tentatively - 2024	Presentation Submiss Process	Mayor	Added 2023 0809 - Make sure 9/5 takes care of everything
Tentatively - 2024	Required Elected Officials Training	Mayor	Added 2023 0809
Tentatively - 2024	Oncor & Frontier Franchise (All?) - Review Ongoing	Savage	2021 0615 added - When due