



AGENDA
CITY COUNCIL MEETING
August 7, 2012 @ 7:00 PM

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, August 7, 2012 at 7:00 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

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.

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JULY 16, 2012.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JULY 17, 2012.
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 681, ANNEXING APPROXIMATELY 52.57 ACRES OF LAND IN THE ANN HURT SURVEY, ABSTRACT 428, A PORTION OF THE PROPERTY COMMONLY KNOWN AS THE BEDELL TRACT.
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING REVISION OF THE \$1000 FEE FOR AN INITIAL SPECIAL USE PERMIT (SUP) FOR AN ACCESSORY DWELLING.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A REVIEW OF THE PROPOSED 2012-2013 BUDGETS.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-382 APPROVING A SCHEDULE FOR PUBLIC HEARINGS AND VOTE ON FISCAL YEAR 2012-2013 GENERAL BUDGET.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-383 APPROVING A SCHEDULE FOR PUBLIC HEARINGS AND RECORD VOTE ON THE PROPOSED 2012 TAX RATE.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-384 APPOINTING MEMBERS AND OFFICERS TO THE PLANNING AND ZONING COMMISSION.

ROUTINE ITEMS

9. FUTURE AGENDA ITEMS

10. ADJOURN

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

I certify that this Notice of Meeting was posted on August 3, 2012 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us.

Date Notice Removed

Carrie L. Smith, TRMC, CMC
City Secretary

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



Council Agenda Item

Budget Account Code:	Meeting Date: August 7, 2012
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 7/31/2012
Exhibits:	1. Meeting Minutes

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JULY 16, 2012.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JULY 17, 2012.

SUMMARY

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

Carrie

POSSIBLE ACTION

Move to approve the Meeting Minutes as written (or amended).

Inter - Office Use			
Approved by:			
Department Head:	<i>Carrie Smith</i>	Date:	8/3/2012
City Attorney:		Date:	
City Administrator:	<i>Jeffrey Hargis</i>	Date:	8/3/12

MINUTES

CITY COUNCIL MEETING Annual Budget Worksession

July 16, 2012

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 Marshall called the meeting to order at 4:00 p.m. with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor present. A quorum was present.

Staff Present: City Attorney James Shepherd, City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/H.R. Manager Johnna Boyd, Police Chief Tony Fragoso, Officer John Paul, Fire Chief Mike Sheff and Court Clerk Lori Newton.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Taylor led the pledge.

TEXAS PLEDGE: Councilmember Pettie led the pledge.

BUDGET WORK SESSION

City Staff presented to the City Council a proposed balanced budget for fiscal year 2012-2013 for discussion. No tax increase was proposed. The budget was figured on the current tax rate of 0.377080.

Staff reviewed the proposed budget with Council. The proposed budget includes necessities only. All additional requests have been removed and presented to Council for discussion.

The following requested items are to be purchased in the current FY 2011-2012 budget after necessary budget reallocations:

- Administration – Council Chambers Sound/Recording System at \$5,000 to be paid from City Property Improvements fund.
- Police – one Taser with camera at \$1300. (Priority 2)
- Police – two personal cameras at \$2000. (Priority 3)

The following items will be added to the proposed budget or removed from the department's "Requested Items" list:

- Administration - Economic Development (Bedell) - \$50,000.
- Administration – Ipads – Council – Removed completely.
- Police – Training Budget increased \$3000.

- Police – New Patrol Unit after unit 200 has over 100,000 miles and with Council approval – \$40,000. (Priority 1)
- Police – Thermal Imaging Units – Removed completely. (Priority 5)
- Police – Bullet Proof Glass for Police Building – Removed completely. (Priority 4)
- Police – Personnel promotion money. – Keep on list for future discussion, \$4000. (Priority 6)
- Fire – Reduced Reimbursement per Call – \$25,000
- Public Works- Parker Road Drainage, change to annual street maintenance and add \$30,000.
- Future Capital Improvements (reduced) - \$0
- Parks and Recreation – Keep Texas Beautiful membership - \$100.
- Court – Baliff pay - \$1000. To be paid from reserved Security Court Fund.

ROUTINE ITEMS

ADJOURN

Mayor Marshall adjourned the meeting at 8:22 p.m.

APPROVED:

Mayor Z Marshall

ATTESTED:

City Secretary Carrie L. Smith, TRMC, CMC

APPROVED on the _____ day of
_____, 2012.

MINUTES
CITY COUNCIL MEETING

July 17, 2012

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Marshall called the meeting to order at 7:00 p.m. with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor present. A quorum was present.

Staff Present: City Attorney James Shepherd, City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/H.R. Manager Johnna Boyd and Police Chief Tony Fragos.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: A boy scout from the audience led the pledge.

TEXAS PLEDGE: Mayor Pro Tem Levine led the pledge.

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

No comments

PROCLAMATION

Mayor Marshall issued a Proclamation, proclaiming the week of August 28 to September 3, 2012 as Japan Week.

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JUNE 26, 2012.

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

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JULY 10, 2012.

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

3. PUBLIC HEARING, REGARDING AN ANNEXATION PETITION FOR APPROXIMATELY 52.57 ACRES OF LAND IN THE ANN HURT SURVEY, ABSTRACT 428, COMMONLY KNOWN AS THE BEDELL TRACT.

City Attorney Shepherd noted this is one tract of a 400 acre planned development, Resolution 2007-270.

Mayor Marshall opened the public hearing at 7:12 pm.

Applicant Steve Sallman noted the request is for Council to annex the 52 acre tract into the City limits.

No further comments.

Mayor Marshall closed the public hearing at 7:14 pm.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 679, ANNEXING APPROXIMATELY 6.353 ACRES OF LAND IN THE RICHARD SPARKS SURVEY, ABSTRACT # 850, COLLIN COUNTY, TEXAS.

Submitted by Henry Cleburne Raney, Lura R. Raney, Curtis Pohl, Alexander Dinverno, Marie Dinverno, Scott E. Fletcher, Maria J. Fletcher, Steve Rhodes, and Sally Rhodes to the City of Parker, Collin County, Texas, requesting annexation of approximately 6.353 acres of land in the Richard Sparks survey, Abstract # 850, Collin County, Texas. The land proposed by the Petitioners is to be annexed, zoned and replatted to become additions to Lots 3, 4, 6, 7, and 8 of Block A of Brooks Farm Estates.

In accordance with state law the two required public hearings were held on June 26 and July 17.

MOTION: Councilmember Leamy moved to approve Ordinance 679 as written. Councilmember Pettie seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

5. PUBLIC HEARING, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 680 APPROVING SINGLE FAMILY TRANSITIONAL ZONING WITH CONDITIONS FOR APPROXIMATELY 6.353 ACRES OF LAND IN THE RICHARD SPARKS SURVEY, ABSTRACT # 850, COLLIN COUNTY, TEXAS.

Submitted by Henry Cleburne Raney, Lura R. Raney, Curtis Pohl, Alexander Dinverno, Marie Dinverno, Scott E. Fletcher, Maria J. Fletcher, Steve Rhodes, and Sally Rhodes to the City of Parker, Collin County, Texas, requesting zoning of approximately 6.353 acres of land in the Richard Sparks survey, Abstract # 850, Collin

County, Texas. The land proposed by the Petitioners is to become additions to Lots 3, 4, 6, 7, and 8 of Block A of Brooks Farm Estates.

The applicants have requested the same zoning as Ordinance 568, Brooks Farm, SFT with Conditions.

Planning and Zoning Commission met on June 14th and recommend approval by Council.

Mayor Marshall opened the public hearing at 7:17 pm.

No comments.

Mayor Marshall closed the public hearing at 7:18 pm.

MOTION: Councilmember Leamy moved to approve Ordinance 680 as written. Councilmember Taylor seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A REPLAT OF BROOKS FARM ESTATES BLOCK "A" LOTS 3, 4, 6, 7 AND 8.

Submitted by Henry Cleburne Raney, Lura R. Raney, Curtis Pohl, Alexander Dinverno, Marie Dinverno, Scott E. Fletcher, Maria J. Fletcher, Steve Rhodes, and Sally Rhodes to the City of Parker, Collin County, Texas, requesting a replat of approximately 6.353 acres of land in the Richard Sparks survey, Abstract # 850, Collin County, Texas. The land proposed by the Petitioners is to be replatted to become additions to Lots 3, 4, 6, 7, and 8 of Block A of Brooks Farm Estates. The lots will become Brooks Farms Estates, Phase 1, Lots 3R, 4R, 6R, 7R and 8R.

MOTION: Councilmember Leamy moved to approve the replat as presented. Councilmember Sumrow seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012 – 381 APPOINTING THE CITY JUDGE, ALTERNATE JUDGE AND PROSECUTOR.

Resolution 2012-381 is to be amended as follows:

Section 1 – "...term is May 20, 2012 – May 10, 2014"

Section 2 - "May 12, 2012" changed to "May 10, 2014."

It was noted there is to be no additional compensation for court officials at this time.

MOTION: Councilmember Pettie moved to approve Resolution 2012-381 appointing 1) Municipal court judge: Raymond D. Noah; 2) Municipal court alternate judges: William E. Guyer and Effren Ordandez; and 3) City prosecuting attorney: David Hill with terms ending May 10, 2014. Councilmember Leamy seconded with

Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

8. PRESENTATION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PLAN FOR CREATION AND MAINTENANCE OF A TREE MEMORIAL IN THE PRESERVE.

Parks and Recreation Commissions Vice Chairperson Phyllis Houx reviewed the Commission's recommendations for a tree memorial in the Preserve. (See Exhibit 8A)

The Commission recommended beginning the planting in the open area across from City Hall. They proposed beginning with five Live Oaks along Parker Road to create a buffer with a uniform appearance. They also recommend an action plan be in place for the location of the trees. The purchaser would be allowed to select the tree type, but not the location.

Each tree would include a plaque. The plaques would be bronze and inserted in concrete in front of the tree. They would be similar to ones used in the City of Plano.

Planting would take place in late fall or early winter. The deadline on the application could be extended to October if Council desires.

Future additions to the Memorial could be benches with back rests. These could be scout projects or the public could purchase with a plaque.

The cost of the trees would be decided by the City and the trees should be warrantied for one year. The price of the tree should include the cost of the plaque.

Council discussion ensued. Staff is to look into purchasing trees with a warranty by a vendor. The cost/fees for the trees will be reviewed and added to the annual fee schedule. The program will be adopted by resolution and advertised on the City website and in the City newsletter. There was discussion of creating a restricted fund for replacing trees. Change the title to Recognition Grove.

Issues for Council's decision are 1) the change of the name, 2) should there be plaques, and 3) how should staff approach the sale of the first five Live Oaks along Parker Road.

MOTION: Councilmember Leamy moved to have City Attorney Shepherd prepare and bring back a Resolution to implement the Tree Recognition Program. Councilmember Pettie seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

ROUTINE ITEMS

9. FUTURE AGENDA ITEM REQUESTS.

Executive Session to review Ordinance 481 is to be delayed to August 21.

10. ADJOURN

Mayor Marshall adjourned the meeting at 7:59 p.m.

APPROVED:

Mayor Z Marshall

ATTESTED:

City Secretary Carrie L. Smith, TRMC, CMC

APPROVED on the _____ day of
_____, 2012.

EXHIBITS
8 A – Tree Memorial Program

CITY OF PARKER TREE MEMORIAL PROGRAM

A positive way to expand the community's involvement in planting trees is through the creation of a TREE MEMORIAL PROGRAM. Trees promote healing for grieving families and friends who have suffered a loss, and these trees serve as a living tribute to friends or loved ones, both living and passed on. The new trees resulting from this program provide a place of quiet reflection and a sense of comfort to those in need as well as enhancing public property and reducing noise and air pollution.

Participating in this program is a wonderful way to honor someone special and to add value to our city.

You may choose from several species that grow well in Parker, which include Live Oak, Shumardi Red Oak, Chinquapin Oak, Cedar Elm, Chinese Pistache, Bald Cypress and Red or White Crepe Myrtles.

The trees will come with a 4"x9" permanent personalized plaque.

The trees will be planted near City Hall and around the Parker Fire Department. The City of Parker has a Tree Memorial Plan illustrating the specific species locations. You may view the plan at City Hall.

The trees will be 4" caliper, the Crepe Myrtles will have multiple stocks and be 6' – 8' tall, planted and maintained by the city, with plantings occurring in the fall.

Please fill out the following application which includes pricing of trees and plaque and submit your request to Parker City Hall by August 31st to ensure fall planting.

*THE CITY OF PARKER PARKS AND RECREATION BOARD THANKS
YOU FOR YOUR PARTICIPATION*

TREE MEMORIAL APPLICATION FORM

NAME: _____ PHONE: _____

ADDRESS: _____

EMAIL: _____

*TREE SELECTION *** Price includes plaque*

___ Red Crepe Myrtle \$375 ___ White Crepe Myrtle \$375
___ Bald Cypress \$500 ___ Cedar Elm \$500
___ Live Oak \$500 ___ Shumardi Red Oak \$500
___ Chinquapin Oak \$650 ___ Chinese Pistache \$650

INFORMATION FOR THE PLAQUE

Please select one of the following plaque headers:

___ In Honor Of ___ In Memory Of ___ In Recognition Of

Please provide the name of person or group you would like listed:

Please provide the date(s) you would like listed on the plaque:

*Please make checks payable to "The City of Parker" and submit to:
Parker City Hall, 5700 E. Parker Rd, Parker, TX 75002 972-442-
6811*

Please submit request by September 30th to ensure fall planting



Council Agenda Item

Budget Account Code:	Meeting Date: August 7, 2012
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: 7/30/2012
Exhibits:	1) Proposed Ordinance 681 2) Resolution 2007-170

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 681, ANNEXING APPROXIMATELY 52.57 ACRES OF LAND IN THE ANN HURT SURVEY, ABSTRACT 428, A PORTION OF THE PROPERTY COMMONLY KNOWN AS THE BEDELL TRACT.

SUMMARY

This is the next phase of annexation of 52.57 acres of the approximately 407 acres known as the Bedell property. The property is regulated by Resolution 2007-170, the development agreement with the developer dated September 11, 2007.

POSSIBLE ACTION

Move to approve Ordinance 681 as written.

Inter – Office Use			
Approved by:			
Department Head:	<i>Smith</i>	Date:	8/3/2012
City Attorney:	<i>by Email</i>	Date:	8/3/2012
City Administrator:	<i>Tuffy Day</i>	Date:	8/3/12

ORDINANCE 681
(Annexation – 52.57 acres)

AN, ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ANNEXING APPROXIMATELY 52.57 ACRES OF LAND IN THE ANN HURT SURVEY, ABSTRACT # 428, COLLIN COUNTY, TEXAS, INTO THE CITY LIMITS OF PARKER, TEXAS, ADOPTING A SERVICE PLAN, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS, GRANTING TO SAID TERRITORY AND TO ALL INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDS SAID INHABITANTS BY ALL THE ACTS AND ORDINANCES OF THE SAID CITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, IN ACCORDANCE WITH Chapter 43 of the Texas Local Government Code, §43.028, a petition for annexation of land described herein was submitted to the City, and duly considered and accepted by the City Council of Parker; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a service plan was prepared and two public hearings were noted and held in accordance with §43.052 of the Texas Local Government Code to consider comments from the public for and against the annexation of such property into the City of Parker; and

WHEREAS, the City of Parker believes that annexation of the property hereinafter described is in the best interests of the citizens of Parker, and the owners and residents of the area seeking annexation.

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

SECTION 1. ANNEXATION:

That the following described territory, to wit:

Approximately 52.57 acres of land in the ANN HURT SURVEY, ABSTRACT # 428 COLLIN COUNTY, TEXAS and more particularly described as follows:

See attached EXHIBIT "A"

be and the same is hereby annexed into the City of Parker, Collin County, Texas, and that the boundary limits of the City of Parker, Texas, be and the same are hereby extended to include the above - described territory within the city limits of the City of Parker, Texas, and that the same shall hereafter be included with the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of other citizens of the City of Parker, Texas and shall be bound by the acts and ordinances of said City.

SECTION 2. SERVICE PLAN:

The Service Plan attached hereto as EXHIBIT "B" is hereby adopted and the same shall govern the delivery of Parker's municipal services to the annexed territory, subject to the terms of the Development Agreement with the Applicant adopted by the City Council by Resolution 2007-170.

SECTION 3. SEVERABILITY:

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

SECTION 4. FULL FORCE AND EFFECT:

That all provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance are, 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. EFFECTIVE DATE:

This Ordinance shall be effective on the date of its adoption, subject to pre - clearance by the Justice Department.

SECTION 6. FILING INSTRUCTIONS:

The City Secretary is directed to file a certified copy of this Ordinance with the County Clerk of Collin County, Texas, and with the Collin County Central Appraisal District.

ADOPTED by the City Council of the City of Parker, Texas, on this _____ day of _____, 2012.

APPROVED:

Mayor Z Marshall

ATTEST:

City Secretary Carrie L. Smith

APPROVED AS TO FORM:

City Attorney James E. Shepherd

Exhibits:

Exhibit A – Legal description

Exhibit B – Service Plan

ORDINANCE 681
EXHIBIT A – LEGAL DESCRIPTION
52.57 ACRE TRACT

BEING a tract of land situated in the Ann Hurt Survey, Abstract No. 428, Collin County, Texas, the subject tract being a portion of that described 356 acres tract of land conveyed to the Bedell Family Limited Partnership, a Texas limited partnership, according to the Warranty Deed recorded in Collin County Clerk File Number 2000-0050958 of the Land Records Of Collin County Texas (LRCCT), the subject tract being more particularly described as follows;

COMMENCING at the southwest comer of said Bedell 356 acre tract, and the northwest comer of a 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. according to the Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCCT), said Beginning point further being located on the east line of Parker Lake Estates Phase 3-B, an addition to the City Of Parker according to the Final Plat recorded in Cabinet P, Page 936 (LRCCT), a 1/2" iron pin with a cap stamped "Petitt" found at comer, from which a 112" iron pin found at the southeast comer of Lot 31, Block A of said Parker Lake Estates Phase 3-B bears S 00° 24' 46" E - 37.45 feet;

THENCE, N 89° 33' 49" E, along the south line of said Bedell 356 acre tract and the north lines of a 13.75 acre tract and a 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. by the said Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCCT), a distance of 2640.04 feet to the southeast comer of said Bedell 356 acre tract;

THENCE, N 00° 38' 13" W, along the east line of said Bedell 356 acre tract and the east line of a called 1 acre tract by the same Warranty Deed recorded in Collin County Clerk File Number 2000-0050958 (LRCCT), part of the way also being along the west line of a tract of land conveyed to Chris J. Hendrix and Laura B Hendrix according to the General Warranty Deed With Vendor's Lien recorded in County Clerk File Number 2000-0071566 (LRCCT), and along Lewis Lane part of the way, a distance of 2980.81 feet to the PLACE OF BEGINNING of the herein described tract of land, said Place of Beginning being an ell comer of said Bedell owned tract and the northwest comer of the said Chris J. Hendrix and Laura B Hendrix tract, a 5/8" iron pin found at comer;
THENCE, N 53° 17' 06" W, a distance of 223.30 feet;

THENCE, 36° 47' 10" W, a distance of 1617.25 feet;

THENCE, N 00° 10' 38" E, a distance of 880.42 feet to a point on the north line of the said Bedell 356 acre tract and approximate centerline of W. Lucas Road (C. R. 263), a PK nail set in asphalt pavement at comer;
THENCE, S 89° 49' 22" E, along said Bedell 356 acre tract north line and approximate centerline of said W. Lucas Road and along the north line of the Ann Hurt Survey, Abstract No. 428, distance of 643.44 feet to a PK nail set in asphalt pavement at comer;

THENCE, S 00° 10' 52" W, leaving the said Bedell 356 acre tract north line and approximate centerline of W. Lucas Road, a distance of 420.08 feet to a 1/2" iron pin with a red cap stamped Tipton Eng Inc. set at comer;

THENCE, S 89° 49' 08" E, a distance of 830.73 feet to a point on the east line of said Bedell 356 acre tract and approximate centerline of Lewis Lane, said point further being approximately 39.5 feet west of the westerly line Lot 3, Block B of the Amended Final Plat of Estates At Austin Trail Phase II, an addition to the City Of Lucas according to the Final Plat recorded in Cabinet P, Page 437 (LRCCT), a PK nail in asphalt pavement set at **comer**;

THENCE, S 00° 09' 08" E, along the east line of said Bedell 356 acre tract and along Lewis Lane, a distance of 1883.54 feet to a most easterly southeast comer of said Bedell 356 acre tract, a 5/8" iron pin with a cap stamped "Petitt" found at comer;

THENCE, S 89° 50' 37" W, along a south line of said Bedell 356 acre tract and a north line of the previously mentioned Chris J. Hendrix and Laura B Hendrix tract north line, a distance of 333.10 feet to the Place Of Beginning with the subject tract containing 2,290,142 Square Feet or 52.5744 Acres of Land.

ORDINANCE 681
EXHIBIT “B”
SERVICE PLAN

Section 1. Subject to and conditioned upon the agreements set forth in the Development Agreement for the Property described in the annexation ordinance to which this service plan is attached, the City of Parker (“the City”) will provide the following services to the territory or property so annexed if and only as required in the Development Agreement:

- A. Police protection in accordance with the City of Parker Ordinance 498 and state and federal law;
- B. Volunteer fire department service and emergency medical service in accordance with City of Parker Ordinance No. 258 and state and federal law;
- C. Solid waste collection in accordance with the City of Parker’s contract with the city solid waste collection contractor;
- D. Maintenance of water service in connection with the City of Parker Ordinance No. 345A;
- E. Enforcement of all zoning ordinances, building codes, and miscellaneous penal ordinances including but not limited to regulation of animals, roads and streets, fireworks, alcoholic beverages, firearms, littering and dumping, except as provided in this Service Plan, and/or in any zoning ordinance imposed on the land subject to this Service Plan;
- F. Maintenance of public roads and streets, and
- G. Maintenance of public parks, playgrounds and swimming pools and any other publicly owned facilities, buildings or services, if any are expressly accepted by the City as publicly owned.

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

SEP 28 2007

CITY OF PARKER

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

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

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

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

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

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

SECTION 1. The terms and conditions of the Agreement are approved, pursuant to the Texas Local Government code chapters 212 and 380, and all other relevant law.

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

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

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

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



APPROVED:

A handwritten signature in blue ink, appearing to read "Jerry Tartaglino", is written over a horizontal line.

Jerry Tartaglino, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Carrie L. Smith", is written over a horizontal line.

Carrie L. Smith, City Secretary

Approved to Form:

James E. Shepherd, City Attorney

DEVELOPMENT AGREEMENT

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

I RECITALS

A. Developer owns certain land (Tract 4) and is the prospective purchaser of certain other land (Tracts 1, 2, 3 and 5) (the "Property") located in the extraterritorial jurisdiction ("ETJ") of the City of Parker, Collin County, Texas. The proposed development of the Property (the "Development") is more fully described in Exhibit "A" attached hereto and depicted on the conceptual plan attached as Exhibit "B" hereto.

B. Bedell is the record owner of Tracts 1, 2, 3 and 5 shown on the conceptual plan attached as Exhibit "B" ("Bedell's Tracts").

C. The Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement.

D. The Parties intend that the Property will continue to exist within the City's ETJ and be immune from annexation by the City to the extent provided by law and by this Agreement.

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

F. The Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement.

G. The Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Sections 212.172 and 380 of the Texas Local Government Code.

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

II ANNEXATION AND DEVELOPMENT

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

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

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

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

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

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

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

2.0 WATER SYSTEM

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

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

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

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

3.0 SANITARY SEWER

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

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

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

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

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

4.0 ROADWAY SYSTEM

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

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

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

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

5.0 GENERAL

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

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

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

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

6.0 GENERAL

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

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

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

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

If Notice to Owner:

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

with a copy to:

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

If Notice to Developer:

Steve Sallman
4925 Greenville Avenue
Suite 1020
Dallas, Texas 75206

with a copy to:

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

If Notice to Parker:

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

with a copy to:

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

6.5 Defaults.

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

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

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

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

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

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

6.6 Miscellaneous:

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

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

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

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

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

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

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

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

EXECUTED as of the date first above written.

BEDELL FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

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

By: Walter G. Bedell
Walter G. Bedell

Its: President

Date: 9-4-07

LEWIS BEND PARTNERS, LTD.,

a Texas limited partnership

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

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

A Texas limited liability company,

General Partner

By: Stephen L. Sallman, mgr.

Stephen L. Sallman

Its: Manager

Date: 9/6/07

WARNER CAPITAL, LLC,
a Texas limited liability company

By: Stephen L. Sallman, mgr.
Stephen L. Sallman

Its: ~~President~~ manager

Date: 9/6/07



CITY OF PARKER, TEXAS

By: _____

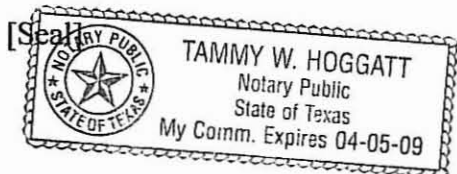
Jerry Tartaglino, Mayor

Date: _____

September 11, 2007

STATE OF TEXAS)
)
COUNTY OF Collin)

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



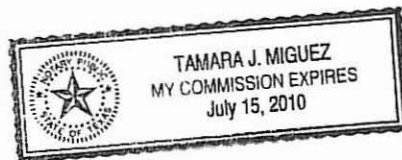
Tammy W. Hoggatt
Notary Public--State of Texas

STATE OF TEXAS)
)
COUNTY OF Dallas)

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

[Seal]

Tamara Miguez
Notary Public--State of Texas

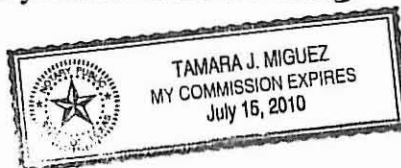


STATE OF TEXAS)
)
COUNTY OF Dallas)

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

[Seal]

Tamara Miguez
Notary Public--State of Texas



STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

[Seal]




Notary Public--State of Texas

EXHIBIT "A"

Legal Description

EXHIBIT "A"

TRACT 1, 2, 3 & 5

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"- CONTINUED

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

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

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

AND

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

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

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

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

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

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

EXHIBIT "A" - CONTINUED

TRACT 4

4856sur

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

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

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

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

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

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

EXHIBIT "A" - CONTINUED

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

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

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

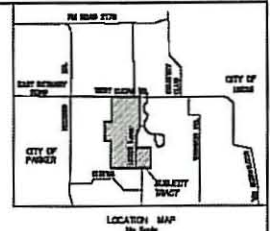
THENCE, West, along the south line of said Newman Living Trust tract and a south line of a tract of land conveyed to the previously mentioned John Braley and wife Christine Newman Braley, said line further being on the north line of a tract of land owned by John L. Morrison according to the Last Will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

EXHIBIT "B"
Conceptual Plan



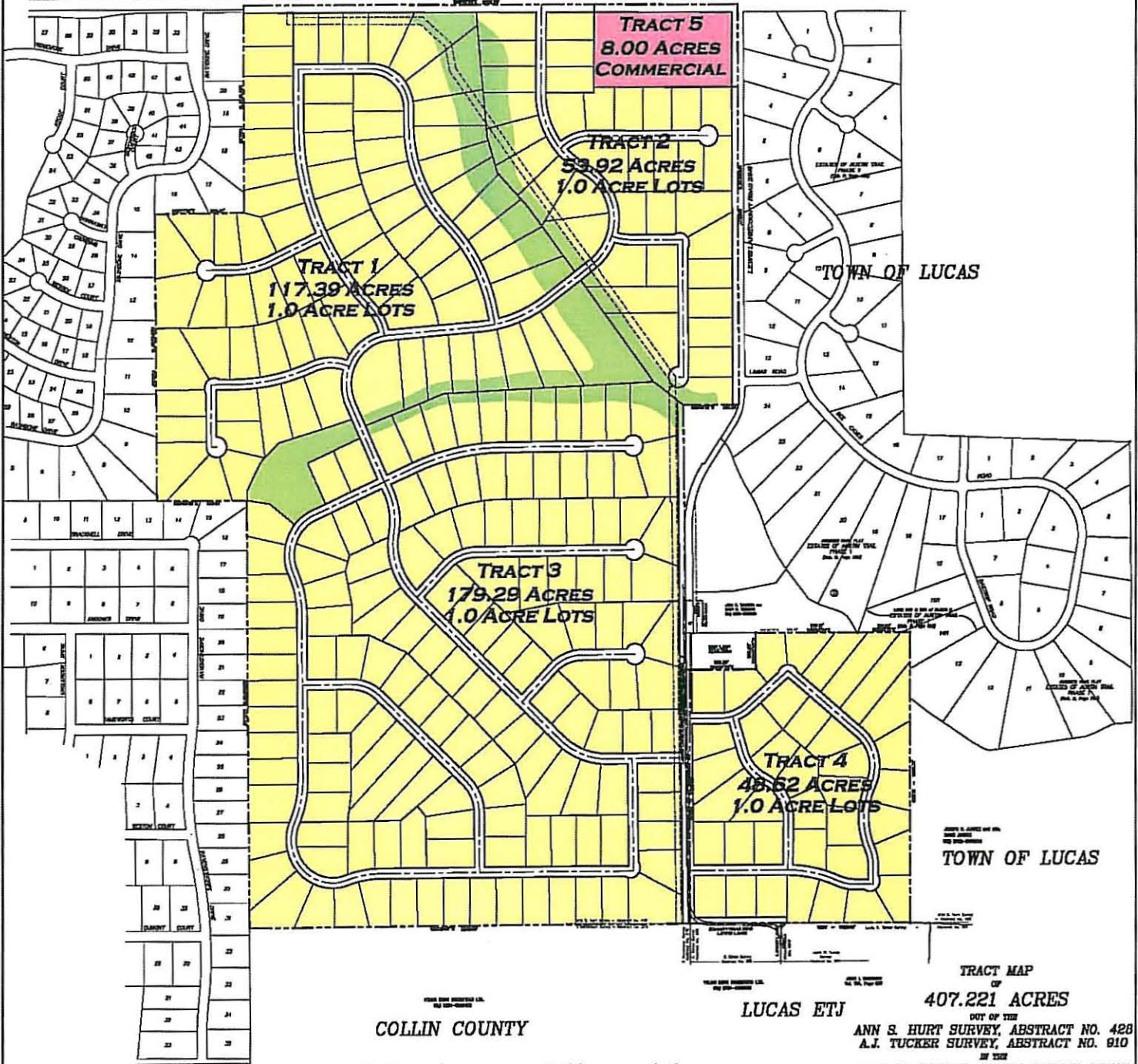
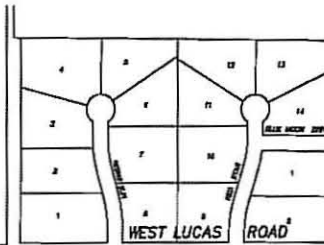
300 150 0 300 600
SCALE: 1" = 300'

Concept Plan



TOWN OF LUCAS

WEST LUCAS ROAD



COLLIN COUNTY

LUCAS ETJ

TRACT MAP
OF
407.221 ACRES

OUT OF THE
ANN S. HURT SURVEY, ABSTRACT NO. 428
A.J. TUCKER SURVEY, ABSTRACT NO. 910

CITY OF PARKER, COLLIN COUNTY, TEXAS

SCALE 1"=300' DATE 12/08

OWNER

WARMER GROUP, INC.
4021 Greenville Avenue - Suite 1200 - Dallas, Texas 75241
214-358-0238

BY TIPTON ENGINEERING, INC.
6331 Broadway Blvd., Suite 100, San Antonio, Texas 78217-1000

Maximum Allowable
Single Family Lots: 315

EXHIBIT "C"

Special Regulations

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

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

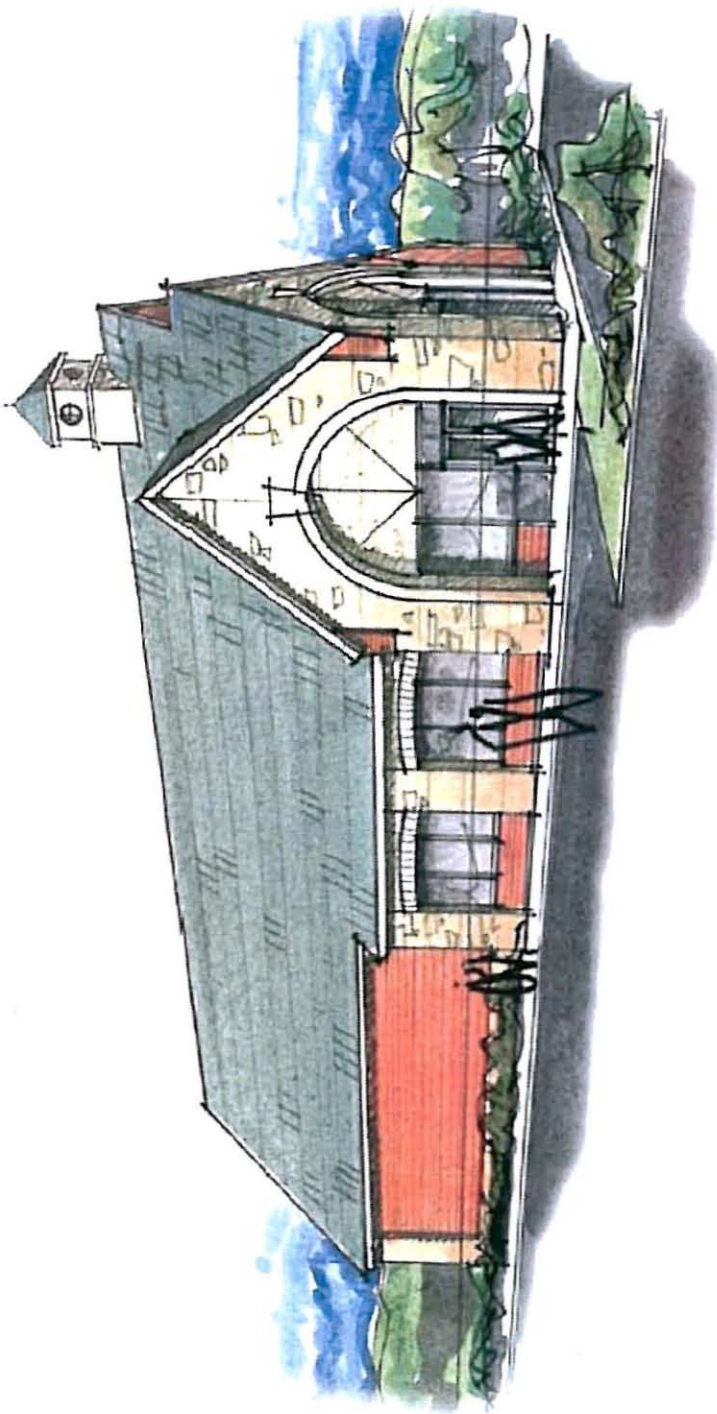
lots except lots adjacent to Commercial Tract which may be a minimum of 2,500 square feet (air conditioned space).

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

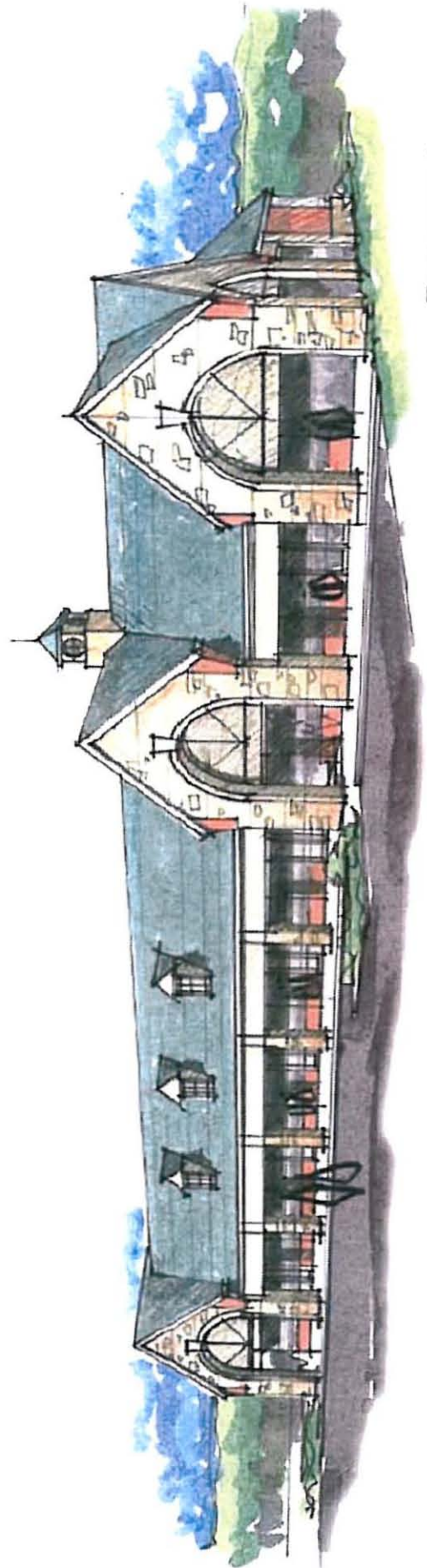
EXHIBIT "D"

Elevation Examples

Dallas_1\4909475\9



BUILDING 2



BUILDING 1

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

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



A handwritten signature in cursive script, reading "Stacey Kemp".



Council Agenda Item

Budget Account Code:	Meeting Date: August 7, 2012
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: J Flanigan
Estimated Cost:	Date Prepared: 8/2/2012
Exhibits:	1)

AGENDA SUBJECT

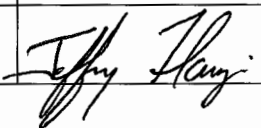
CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING REVISION OF THE \$1000 FEE FOR AN INITIAL SPECIAL USE PERMIT (SUP) FOR AN ACCESSORY DWELLING.

SUMMARY

The SUP application requires detailed information regarding the proposed project, such as; accessory dwelling, large animal activities, golf courses, rodeo, grain elevator, common stables, riding academy, towers, and large barns, which in the majority of cases requires a review by the city engineer's office, and legal review by the city attorney. Public notices and hearings are required before Planning and Zoning and City Council for all SUP's. The publication fees (in the newspaper) and postal costs for the notices can exceed \$500 per notice. The result is the \$1000 fee for the initial SUP application and will not, in many cases pay for the aggregate costs of newspaper publication fees, postal notice costs, engineering fees, and the pro rata costs of legal and staff review. These fees are routinely reviewed annually in the fall along with all city fees.

POSSIBLE ACTION

Move to amend the fee for a SUP
Move to table to a future date
Move to not amend the fee for a SUP

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	8/3/12



Council Agenda Item

Budget Account Code:	Meeting Date: August 7, 2012
Budgeted Amount:	Department/ Requestor: Mayor Marshall
Fund Balance-before expenditure:	Prepared by: J Flanigan
Estimated Cost:	Date Prepared: 8/2//2012
Exhibits:	1) Budget Adjustments 2) 2012-2013 Proposed Budget

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A REVIEW OF THE PROPOSED 2012-2013 BUDGETS.

SUMMARY

Brief review of changes made to the proposed budget.

POSSIBLE ACTION

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	

City of Parker

Proposed Adjustments for 2012 / 2013 Budget

REVENUES

Dept	Description	Adjustment
Revenue	Certified Value Adjustment	(\$3,486)
Revenue	Fund Balance - Security (Bailiff)	\$1,000
Revenue	Transfer from Reserves	\$50,000
	Total Changes to Revenue	\$47,514

EXPENSES

Dept	Description	Adjustment
Administration	Bedell Track - Economic Development	\$50,000
Administration	City Council Contingency	(\$77,895)
Administration	Personnel Adjustment (4% / TMRS)	\$1,817
Administration	Window Upgrage from 2013 to 2012	(\$3,385)
Administration	Contingency (Admin) to balance	\$3,327
Police	New Vehicle	\$40,000
Police	Increase Training	\$3,000
Police	Donations	\$1,000
Police	New Vests from 2013 to 2012	(\$3,000)
Police	Crimescene Camera from 2013 to 2012	(\$450)
Court	Security Fund (Bailiff)	\$1,000
Parks & Rec	Keep America Beautiful	\$100
Public Works	Street maintenance (drainage)	\$30,000
Public Works	Tree Program	\$2,000
	Total Changes to Expenses	\$47,514
	Balance	\$0

CASH FLOW - RESERVES

	Projected Increase to Reserves (2012)	\$160,000
	2012 / 2013 Fund Balance Transfer	(\$50,000)
	2013 Expenses paid in 2012	(\$6,835)
	Estimated Increase to Reserves - 2011 / 2012 Budget	\$103,165

**City of Parker-General Fund
Proposed Budget - FY 2012 / 2013**

ACCT #	Revenue - SUMMARY	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Revenue	2012 / 2013 Proposed before adjs	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Revenues						
	Revenues	2,655,974	2,619,602	2,661,365	0	2,661,365
	County Funds	0	12,500	12,500	0	12,500
FUND BALANCE TRANSFERS						
	Restricted Fund Balance Transfers	6,758	49,000	9,000	1,000	10,000
	Fund Balance Transfers			0	50,000	50,000
	Grand Total all Sources	2,662,731	2,681,102	2,682,865	51,000	2,733,865
Expenses by Department - SUMMARY		Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 Proposed before adjs	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Administration		168,960	314,250	381,945	(27,953)	353,992
Police Department		163,307	200,980	141,800	40,550	182,350
Municipal Court		72,900	90,720	100,645	1,000	101,645
Fire Department		147,647	236,851	227,750	0	227,750
Building and Code Enforcement		5,516	8,000	10,700	0	10,700
Parks and Recreation		17,144	33,000	34,000	100	34,100
Public Works		75,216	437,545	394,100	32,000	426,100
City Property		42,643	73,850	63,000	0	63,000
Capital Improvement Fund		0	3,985	10,000	0	10,000
Debt Service		283,112	337,824	365,098	0	365,098
Personnel Costs				957,313	1,817	959,130
	Total Expenses by Dept	976,445	1,737,005	2,686,351	47,514	2,733,865

Revenue Less Expenses (0)

2012 Total Taxable Value	RATE	516,565,506	CERTIFIED
M & O Revenue	0.306402	1,582,767	
I & S Revenue	0.070678	365,098	
Other Revenue		731,000	
Total Revenue		2,678,865	
Combined Rate	0.377080		

City of Parker-General Fund
Proposed Budget - FY 2012 / 2013

ACCT #	Revenue - City	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Revenue	2012 / 2013 (before adjustments)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Revenues						
1-10-4100	Current year taxes - M & O	1,511,083	1,553,528	1,582,767		1,582,767
3-90-4101	Current year taxes - I & S	333,302	337,824	365,098		365,098
1-10-4120	Delinquent Taxes - M & O	5,230	8,400	6,384		6,384
3-90-4121	Delinquent taxes - I & S	1,581	0	2,016		2,016
1-10-4125	Penalties & Interest - M & O	7,476	11,600	9,400		9,400
3-90-4125	Penalties & Interest - I & S	1,712	0	2,200		2,200
1-10-4130	Building permits	138,386	160,000	160,000		160,000
1-10-4140	Franchise and use fees	194,231	200,000	200,000		200,000
1-10-4150	Special use permits	200	1,000	1,000		1,000
1-10-4160	Filing fees	0	1,000	1,000		1,000
1-10-4170	Fines	184,128	130,000	180,000		180,000
1-10-4190	Other income	136,562	90,000	10,000		10,000
1-10-4220	Sales tax collected	102,426	90,000	100,000		100,000
1-10-4225	Mixed beverage tax	2,024	2,400	2,500		2,500
1-10-4400	Alarm registrations/permits	9,030	7,500	9,000		9,000
1-10-4500	Interest Income	28,601	26,350	30,000		30,000
	Sub-total Revenue	2,655,974	2,619,602	2,661,365	0	2,661,365
County Funds						
County	County - Trails	0	12,500	12,500		12,500
	Sub-Total Grants	0	12,500	12,500	0	12,500
FUND BALANCE TRANSFERS						
Restricted	Security Fund	310	1,500	1,500	1,000	2,500
Restricted	Technology Fund	6,448	7,500	7,500		7,500
FNDBAL	Reserves	0	40,000	0	50,000	50,000
	Sub-Total Fund Balance Trfs	6,758	49,000	9,000	51,000	60,000
	Grand Total all Sources	2,662,731	2,681,102	2,682,865	51,000	2,733,865

**City of Parker-General Fund
Proposed Budget - 2012 / 2013**

ACCT #	ADMINISTRATION	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 Proposed Budget (before adj's)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-10-6000	Office supplies	2,795	5,500	5,500		5,500
1-10-6010	Postage	3,057	5,000	5,000		5,000
1-10-6015	Printing	2,551	3,000	3,500		3,500
1-10-6016	Printing projects	0	2,000	1,000		1,000
1-10-6017	Economic Development	0	0	0	50,000	50,000
1-10-6020	Computer & software upgrades	7,135	12,000	11,000	(3,385)	7,615
1-10-6025	Website maintenance	3,150	5,000	5,000		5,000
1-10-6030	Copy machine lease	771	1,400	1,400		1,400
1-10-6035	Office equipment	54	2,000	2,000		2,000
1-10-6040	Newsletter expense	4,198	17,690	7,000		7,000
1-10-6045	Memberships, dues & subscrpt	2,456	3,200	3,200		3,200
1-10-6050	Data processing tax stmts	1,257	1,300	1,350		1,350
1-10-6055	Central appraisal district	8,775	12,100	13,000		13,000
1-10-6060	Election expense	5,408	11,500	8,000		8,000
1-10-6065	Legal notice advertisement	3,904	6,500	12,000		12,000
1-10-6070	County filing fees	207	500	500		500
1-10-6090	Council food & supplies	1,273	2,000	2,000		2,000
1-10-6095	City Council contingency	11,120	31,000	127,895	(77,895)	50,000

**City of Parker-General Fund
Proposed Budget - 2012 / 2013**

ACCT #	ADMINISTRATION	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 Proposed Budget (before adj's)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-10-6875	Records Management	2,700	5,500	5,500		5,500
1-10-6920	Contingency expense (Admin)	7,944	18,000	10,000	3,327	13,327
1-10-6930	Other expense	4,117	5,000	5,000	0	5,000
1-10-7300	Auditor fees	9,500	10,000	10,000		10,000
1-10-7400	Legal fees	66,062	110,000	100,000		100,000
1-10-7600	Technology support	11,059	20,000	20,000		20,000
1-10-7700	Codification services	1,057	1,060	1,100		1,100
1-10-7900	Staff training & education	1,379	13,000	13,000		13,000
1-10-7905	Training (P&Z/Council)	7,031	10,000	8,000		8,000
	Total	168,960	314,250	381,945	(27,953)	353,992

Personnel Costs - Fund 1

Salaries	746,654.78	4 % Increase
Benefits	79,080.65	Adjusted rate
Health Insurance	89,010.00	
Medicare matching	11,000.49	
W/C Insurance	21,383.93	
Overtime	7,000.00	
Personnel Contingency	5,000.00	
Total Personnel Costs	<u>959,129.85</u>	

City of Parker-General Fund
Proposed Budget - FY 2012 / 2013

ACCT #	POLICE	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 Proposed Budget (before adjs)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-20-6000	Office supplies	1,333	2,000	2,000		2,000
1-20-6010	Printing	682	1,000	1,000		1,000
1-20-6020	Computer & software upgrades	3,499	3,500	3,500		3,500
1-20-6045	Memberships, dues & subscrpt	2,508	3,500	3,500		3,500
1-20-6100	Communications	6,097	9,000	8,500		8,500
1-20-6200	Vehicle fuel, oil, wash, & track	27,270	39,000	37,000		37,000
1-20-6340	Gas, oil, propane, & electric	3,977	5,500	5,500		5,500
1-20-6410	Vehicle repairs & maintenance	7,406	9,500	12,500		12,500
1-20-6420	Camera & in-car video equip	490	1,000	1,000		1,000
1-20-6430	Department equipment	874	1,000	1,000		1,000
1-20-6435	Electronic repairs & radios	1,937	2,000	2,000		2,000
1-20-6440	Crime scene equiment & suppl	227	500	700	(450)	250
1-20-6445	Crime prevention	0	1,000	1,000		1,000
1-20-6450	CCSO-dispatch service	19,726	19,730	21,100		21,100
1-20-6455	CCSO-inmate boarding	489	3,000	3,000		3,000
1-20-6460	Uniforms & officer equip	1,510	4,000	7,000	(3,000)	4,000
1-20-6465	Animal control	6,382	9,500	12,000		12,000
1-20-6470	Child abuse task force	2,481	2,750	2,500		2,500
1-20-6475	"800" mhz radios	671	1,000	1,000		1,000
1-20-6495	New patrol units	64,395	64,500	0	40,000	40,000
1-20-6878	Tuition reimbursement	0	1,000	1,000		1,000
1-20-7800	Insurance - liability	7,006	8,000	8,000		8,000
1-20-7900	Training & education	4,349	9,000	7,000	3,000	10,000

**City of Parker-General Fund
Proposed Budget - FY 2012 / 2013**

ACCT #	POLICE	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 Proposed Budget (before adjs)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
TBD	Donation Dollars (\$1,000)			0	1,000	1,000
	Total	163,307	200,980	141,800	40,550	182,350

**City of Parker-General Fund
Proposed Budget - FY 2012 / 2013**

ACCT #	MUNICIPAL COURT	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 Proposed Budget (before adjs)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-30-6000	Office supplies	198	1,000	1,000		1,000
1-30-6020	Court technology fund	6,448	7,500	7,500		7,500
1-30-6080	Security fund	310	1,500	1,500	1,000	2,500
1-30-6510	Court refunds and jury costs	535	1,800	1,800		1,800
1-30-6520	State court costs	55,692	65,000	75,000		75,000
1-30-6545	Court food and supplies	123	250	225		225
1-30-7100	Judge fees	4,815	6,420	6,420		6,420
1-30-7111	Prosecuting attorney fees	4,500	6,000	6,000		6,000
1-30-7900	Court training and education	280	1,250	1,200		1,200
	Total	72,900	90,720	100,645	1,000	101,645

ACCT #	FIRE DEPT.	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 Proposed Budget (before adjs)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-40-6000	Office equip & supplies	582	1,000	1,000		1,000
1-40-6010	Printing & postage	655	1,200	1,200		1,200
1-40-6045	Memberships, dues & Subscr	2,669	2,500	3,500		3,500
1-40-6100	Communications	1,753	3,500	3,500		3,500
1-40-6200	Vehicle operation & maint	20,375	21,679	17,000		17,000
1-40-6300	Medical director	0	2,000	1,500		1,500
1-40-6305	Fire marshall expense	158	250	250		250
1-40-6310	Medical transport	31,702	35,000	32,000		32,000
1-40-6315	Medical supplies (consumables)	3,899	4,987	5,000		5,000
1-40-6320	Dispatch services	25,618	25,618	30,500		30,500

**City of Parker-General Fund
Proposed Budget - FY 2012 / 2013**

ACCT #	FIRE DEPT.	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 Proposed Budget (before adjs)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-40-6325	Reimbursement per call	9,999	25,000	25,000		25,000
1-40-6340	Gas, oil, propane, & electric	12,694	20,000	20,000		20,000
1-40-6345	Consumable fire suppression	144	1,000	1,000		1,000
1-40-6350	Equipment & electronic repairs	3,461	7,500	7,500		7,500
1-40-6360	Uniforms & equipment	1,644	6,000	6,000		6,000
1-40-6365	Replacement gear	10,405	20,000	20,000		20,000
1-40-6370	Software licensing fees	3,266	5,000	5,000		5,000

ACCT #	FIRE DEPT.	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 Proposed Budget (before adjs)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-40-6375	Inoculations/physicals/screens	440	1,000	1,000		1,000
1-40-6380	Building maintenance & upgrades	762	2,000	2,000		2,000
1-40-6390	Capital equipment	2,013	2,013	4,000		4,000
1-40-6395	Radio & air tank replacement	0	20,000	15,000		15,000
1-40-7800	Insurance - Liability	4,204	4,204	4,750		4,750
1-40-7810	Insurance - Workers Comp	2,100	2,100	2,550		2,550
1-40-7820	Insurance - Fire Dept AD&D	0	6,300	6,500		6,500
1-40-7900	Training & education	7,104	15,000	12,000		12,000
1-40-7915	Used Vehicle	2,000	2,000	0		0
	Total	147,647	236,851	227,750	0	227,750

City of Parker-General Fund
Proposed Budget - FY 2012 / 2013

ACCT #	BUILDING & CODE	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 (before adjustments)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-50-6020	Computer equip & software	0	0	500		500
1-50-6045	Memberships, dues & subscr	156	250	250		250
1-50-6100	Communications	521	1,000	750		750
1-50-6200	Vehicle fuel, oil, wash & track	3,413	4,000	6,500		6,500
1-50-6910	Miscellaneous supplies	106	500	500		500
1-50-6940	Uniforms	300	300	300		300
1-50-7800	Insurance - liability	315	450	400		400
1-50-7900	Training & education	705	1,500	1,500		1,500
	Total	5,516	8,000	10,700	0	10,700

**City of Parker-General Fund
Proposed Budget - FY 2012 / 2013**

ACCT #	PARKS & REC	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 (before adjustments)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-55-6800	Dues & Memberships	0	0	0	100	100
1-55-6810	Preserve & Trails	12,500	23,000	25,000		25,000
1-55-6820	Consultant support	100	500	500		500
1-55-6830	Site Improvements	0	1,500	1,500		1,500
1-55-6840	Routine maintenance	306	2,500	1,500		1,500
1-55-6850	Parkerfest	3,383	3,500	3,500		3,500
1-55-6860	Scout projects	854	2,000	2,000		2,000
	Total	17,144	33,000	34,000	100	34,100

City of Parker-General Fund
Proposed Budget - FY 2012 / 2013

ACCT #	PUBLIC WORKS	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 (before adjustments)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-60-6340	Gas, oil, propane, & electric	1,360	4,500	4,000		4,000
1-60-6600	Administration Fee	0	10,000	0		0
1-60-6610	Street maintenance & repair	3,618	298,500	300,000	30,000	330,000
1-60-6630	Median Expense	7,798	9,000	9,750		9,750
1-60-6640	Drainage expense	6,071	25,000	15,000		15,000
1-60-6650	Public safety & signage	3,820	9,000	7,500		7,500
1-60-6660	Tools & equipment	666	10,000	5,000		5,000
1-60-6670	Vehicle & tractor expense	9,788	12,000	13,000		13,000
1-60-6672	Tractor Rental	0	4,000	4,000		4,000
1-60-6675	Mower & fuel	4,199	4,500	5,000		5,000
1-60-6680	Lawn mower purchase	17,438	20,000	0		0
1-60-7200	Engineering fees	19,462	25,000	25,000		25,000
1-60-7500	GIS computer services	265	5,000	5,000		5,000
1-60-7800	Insurance - liability	732	1,045	850		850
TBD	Tree Program	0	0	0	2,000	2,000
	Total	75,216	437,545	394,100	32,000	426,100

**City of Parker-General Fund
Budget Proposal - FY 2012 / 2013**

ACCT #	CITY PROPERTY	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 (before adjustments)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-65-6100	Communications	3,366	7,000	5,000		5,000
1-65-6340	Gas, oil, propane, & electric	9,072	12,500	13,000		13,000
1-65-6710	Maintenance & operations	22,704	25,000	27,500		27,500
1-65-6720	Improvements	950	20,000	10,000		10,000
1-65-7800	Insurance - Liability	6,550	9,350	7,500		7,500
	Total	42,643	73,850	63,000	0	63,000

**City of Parker-General Fund
Proposed Budget - FY 2012 / 2013**

ACCT #	FUTURE CAPITAL IMPROVEMENTS	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 (before adjustments)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
1-85-9220	Future Capital Improvements	0	3,985	10,000		10,000
	Total	0	3,985	10,000	0	10,000

**City of Parker-General Fund
Proposed Budget - 2012 / 2013**

ACCT #	DEBT SERVICE	Actuals as of: 8/2/2012	2011 / 2012 Budgeted Expenses	2012 / 2013 (before adjustments)	2012 / 2013 Adjustments	2012 / 2013 Proposed Budget
Expenditures						
3-90-9000	2010 Refunding Bonds	90,092	100,235	101,936		101,936
3-90-9020	2011 Refunding Bonds	193,019	237,589	263,162		263,162
	Total	283,112	337,824	365,098	0	365,098

2012 / 2013 Debt Service	365,098
Taxable Value	516,565,506

Debt Service Tax Rate	0.07068
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**Council Agenda Item**

Budget Account Code:	Meeting Date: August 7, 2012
Budgeted Amount:	Department/ Requestor: State Statute
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 8/2//2012
Exhibits:	1) Proposed Resolution

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-382 APPROVING A SCHEDULE FOR PUBLIC HEARINGS AND VOTE ON FISCAL YEAR 2012-2013 GENERAL BUDGET.

SUMMARY

Discuss schedule for the public hearings and vote.

Public Hearing – September 4 at 7 p.m.

Vote – September 18

POSSIBLE ACTION

Move to approve Resolution 2012 -382 as written.

Inter - Office Use			
Approved by:			
Department Head:	<i>Johanna Boyd</i>	Date:	<i>8-3-12</i>
City Attorney:		Date:	
City Administrator:	<i>Jeffrey Hays</i>	Date:	<i>8/3/12</i>

Resolution 2012-382
(2012-2013 Budget Schedule)

A RESOLUTION OF THE CITY OF PARKER, APPROVING A DATE, TIME AND LOCATION FOR ACTION; AND APPROVING A DATE, TIME AND LOCATION FOR A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2012-2013 BUDGET.

WHEREAS, The City of Parker shall schedule a date to take action on the proposed budget;
and

WHEREAS, a public hearing on the proposed budget;

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

SECTION 1. The City Council will hold a Public Hearing at 7:00 p.m. at City Hall Council Chambers, 5700 E. Parker Road on September 4, 2012 take action vote on the proposed budget and tax rate September 18, 2012 at 7:00 p.m. at City Hall Council Chambers, 2700 E. Parker Road;

SECTION 3. A supermajority of Council must be present September 18, 2012 Council Meeting.

SECTION 4. This Resolution shall become effective upon its passage.

APPROVED BY THE CITY OF PARKER, TEXAS, COLLIN COUNTY, ON THIS 7TH DAY OF AUGUST, 2012.

APPROVED:

Mayor Z Marshall

ATTEST:

City Secretary Carrie L. Smith

APPROVED AS TO FORM:

City Attorney James E. Shepherd



Council Agenda Item

Budget Account Code:	Meeting Date: August 7, 2012
Budgeted Amount:	Department/ Requestor: State Statute
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 8/2//2012
Exhibits:	1) Resolution

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-383 APPROVING A SCHEDULE FOR PUBLIC HEARINGS AND RECORD VOTE ON THE PROPOSED 2012 TAX RATE.

SUMMARY

Discuss schedule for the public hearings and vote.

First Public Hearing – August 21 at 7 p.m.
Second Public Hearing – September 4 at 7 p.m.
Vote – September 18

The proposed 2012 Tax rates are as follows:

Maintenance and Operation Rate	\$0.306402
Interest and Sinking Fund Rate	\$0.070678
Total Tax Rate	\$0.377080 per \$100

No rate increase is proposed.

NOTE: The language in the notice reads "The City Council will take action on the proposed 2012 Tax Rate Increase"; however, there will not be a tax rate increase. The language is mandated by the State. There will be an increase in tax revenue due to an increase in property values.

POSSIBLE ACTION

Move to approve Resolution 2012 -383 as written.

Inter-Office Use			
Approved by:			
Department Head:	<i>Johanna Boyd</i>	Date:	<i>8-3-12</i>
City Attorney:		Date:	
City Administrator:	<i>Teffy Hargis</i>	Date:	<i>8/3/12</i>

RESOLUTION 2012-383
(Proposed 2012 Tax Rate Increase)

A RESOLUTION OF THE CITY OF PARKER, SETTING A PROPOSED TAX RATE INCREASE FOR 2012; APPROVING A DATE, TIME AND LOCATION FOR ACTION; AND APPROVING A DATE, TIME AND LOCATION FOR TWO (2) PUBLIC HEARINGS ON THE PROPOSED 2012 TAX RATE INCREASE.

WHEREAS, the City of Parker City Council has found it to be in the best interest of the City to propose a 2012 Tax Rate increase;

WHEREAS, the City of Parker shall schedule a date to take action on the proposed rate; and

WHEREAS, two public hearings will be held on the proposed rates;

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

SECTION 1. The proposed 2012 Tax rates are as follows:

Maintenance and Operation Rate	\$0.306402
<u>Interest and Sinking Fund Rate</u>	<u>\$0.070678</u>
Total Tax Rate	\$0.377080 per \$100

SECTION 2. The City Council will hold two (2) Public Hearings at 7:00 p.m. at City Hall Council Chambers, 5700 E. Parker Road on the following dates:

First Public Hearing –	Tuesday, August 21, 2012
Second Public Hearing –	Tuesday, September 4, 2012

SECTION 3. The City Council will take action on the proposed 2012 Tax Rate Increase on September 18, 2012 at 7:00 p.m. at City Hall Council Chambers, 5700 E. Parker Road;

SECTION 4. Staff is hereby directed to publish all required public notices.

SECTION 5. This Resolution shall become effective upon its passage.

APPROVED BY THE CITY OF PARKER, TEXAS, COLLIN COUNTY, THIS 7th DAY OF AUGUST, 2012.

APPROVED:

Mayor Z Marshall

ATTESTED:

City Secretary Carrie L. Smith

APPROVED TO FORM:

City Attorney James E. Shepherd



Council Agenda Item

Budget Account Code:	Meeting Date: August 7, 2012
Budgeted Amount:	Department/ Requestor: P&Z Commission
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 8/2//2012
Exhibits:	1) Proposed Resolution 2) Appointees Applications

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-384 APPOINTING MEMBERS AND OFFICERS TO THE PLANNING AND ZONING COMMISSION.

SUMMARY

Planning and Zoning Commission held public interviews with applicants: Rick Herzberger, Cleburne Raney, Jasmat Sutaria, Brian Deaver and Anthony Cassavechia.

June 28, 2012 P&Z Minutes

MOTION: Commissioner Stanislav moved to recommend to Council appointment of Steven Schroeder and Joe Lozano to voting members. Commissioner Schroeder seconded with Commissioners Schroeder, Wright, Lozano and Stanislav voting for. Motion carried 4-0.

July 30, 2012 P&Z Minutes

MOTION: Commissioner Lozano moved to recommend to Council appointments:

voting members for a term of two years, expiring June 30 of 2014.

Place 2	Joe Lozano
Place 3	Leonard Stanislav
Place 5	Steven Schroeder

alternate members for a term of two years, expiring June 30, 2014.

[Per Ordinance 557, Section 3 - *terms of the alternates will be one-year terms, **unless** specifically set at the time of the appointment as a two-year term.*]

Alternate 1 Rick Herzberger
Alternate 2 Cleburne Raney
Alternate 3 Jasmat Sutaria

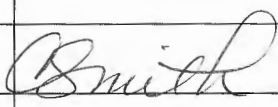
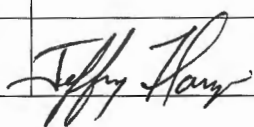
officers including a Chairperson, Vice-chairperson, and Secretary for a term of one-year, expiring June 30 of 2013.

Chairperson Russell Wright
Vice Chairperson Joe Lozano
Secretary Leonard Stanislav

Commissioner Schroeder seconded with Commissioners Stone, Schroeder, Wright and Lozano voting for. Motion carried 4-0.

POSSIBLE ACTION

Move to approve Resolution 2012-384 as written.

Inter - Office Use			
Approved by:			
Department Head:		Date:	8/3/2012
City Attorney:		Date:	
City Administrator:		Date:	8/3/12

RESOLUTION NO. 2012-384
(2012-2013 P&Z Appointments)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,
TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO
SERVE ON THE PLANNING AND ZONING COMMISSION**

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

SECTION 1. Appointment of Voting Members

The following are hereby appointed to serve on the Planning and Zoning Commission as voting members for a term of two years, expiring June 30, 2014.

Place 2	Joe Lozano
Place 3	Leonard Stanislav
Place 5	Steven Schroeder

The terms of Places 1 and 4 expire in 2013, and are not affected by this Resolution.

SECTION 2. Appointment of Alternate Members Expiring June 2014.

The following are hereby appointed to serve on the Planning and Zoning Commission as alternate members for a term of two years, expiring June 30, 2014.

Alternate 1	Rick Herzberger
Alternate 2	Cleburne Raney
Alternate 3	Jasmat Sutaria

SECTION 3. Appointment of Officers Expiring June 2013

THAT the officers of the Planning and Zoning Commission shall include a Chairperson, Vice-chairperson, and Secretary for a term of one-year, expiring June 30, 2013.

Chairperson	Russell Wright
Vice Chairperson	Joe Lozano
Secretary	Leonard Stanislav

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 7th day of August, 2012.

APPROVED:

Z Marshall, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

Future Council Agenda Items

approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/ Requestor	Notes
60	Ex Session Ord 481	August 21, 2012	Marshall	
15	Approval of 2011-2012 Auditor	August 21, 2012	Boyd	used same auditing firm for 5-years, time to Change
10	Public Hearing 1 on proposed tax rate	August 21, 2012	Smith	
15	Discuss RESOLUTION 2011-345 ENTITLED MAYOR AND COUNCIL TRAVEL AND EXPENSES.	August 21, 2012	Marshall	
20	Allied Waste Quarterly report	August 21, 2012	Allied	Required per contract
15	Board Appointments - ZBA & Parks	August 21, 2012	Smith	Council will receive recommendations from boards and commissions in accordance with Res 2011-348 - Need Resolutions
15	Recognition Program	August 21, 2012	Flanigan	7/17 - Shepherd to prepare resolution and bring back for Council approval
10	Public Hearing 2 on proposed tax rate and proposed budget	September 4, 2012	Smith	
20	Parks Quarterly report	September 4, 2012	Sterk	Required per Ordinance
30	Budget Amendment	September 4, 2012	Flanigan	Tentative
15	Investment Policy, Officer and committee	September 4, 2012	Boyd	Required by statute to review and appoint annually.
PLEASE NOTE A SUPERMAJORITY MUST BE AT THE SEPTEMBER 18 MEETING FOR THE VOTE ON THE BUDGET AND TAX RATE.				
5	Vote on 2012-2013 Budget	September 18, 2012	Smith	
5	Vote on 2012-2013 Tax Rate	September 18, 2012	Smith	
	Dublin Road	TBD		
	Animal Control Ord Review	Fall 2012	Pettle	
	Media Broadcasting of Council Meetings	Winter 2012	Pettle	

Future Council Agenda Items

approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/ Requestor	Notes
	Drainage issues in the City	TBD	Pettle	