



## AGENDA

### CITY COUNCIL SPECIAL MEETING

**APRIL 23, 2024 @ 5:00 PM**

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, April 23, 2024 at 5:00 PM at the **Parker City Hall**, 5700 E. Parker Road, Parker, Texas, 75002. The City Council meeting will be open to the public and live streamed.

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

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

#### **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.

#### **EXECUTIVE SESSION START TO FINISH – Pursuant to the provision of Chapter 551, Texas Government Code the City Council may hold a closed meeting.**

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

Government Code Section 551.071 – Consultation with City Attorney concerning Pending or Contemplated Litigation, or a settlement offer, or on a matter in which the duty of the attorney to City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. To Wit: A Proposed Development, Compromise and Settlement Agreement by and among the City of Parker, Texas, Restore the Grasslands, LLC, and following its creation and confirmation by an election, Collin County Municipal Utility District No. 7 pertaining to *Application for the Creation of Collin County Municipal Utility District No. 7*, TCEQ Docket No. 2022-0533-DIS and State Office of Administrative Hearings Docket No. 582-23-01498; and *City of Parker, Texas v. Texas Commission on Environmental Quality*, Cause No. D-1-GN-23-008332 in the 250th Judicial District Court, Travis County Texas.

RECONVENE REGULAR MEETING

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

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

#### **ITEMS OF COMMUNITY INTEREST**

1. PARKS AND RECREATION COMMISSION (P&R) SPECIAL MEETING – WEDNESDAY, APRIL 24, 2024, 5 PM @ DACOSTA RESIDENCE, 6003 SOUTHRIDGE PKWY, PARKER, TX

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 27, 2024, 10AM-2PM

**May 4, 2024 Joint General and Special Election - Early Voting Locations, Dates and Hours**

*(4 de mayo de 2024 Elección general y especial conjunta - Lugares de Votación Temprana, Fechas y Horas)*

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
<b>April 21 No Voting</b> (21 de abril) (Sin votar)	<b>April 22 Early Voting</b> (22 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 23 Early Voting</b> (23 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 24 Early Voting</b> (24 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 25 Early Voting</b> (25 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 26 Early Voting</b> (26 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 27 Early Voting</b> (27 de abril) (Votación adelantada)  8 am – 5 pm
<b>April 28 No Voting</b> (28 de abril) (Sin votar)	<b>April 29 Early Voting</b> (29 de abril) (Votación adelantada)  7am - 7pm	<b>April 30 Early Voting</b> (30 de abril) (Votación adelantada)  7am - 7pm	<b>May 1 No Voting</b> (1 de mayo) (Sin votar)	<b>May 2 No Voting</b> (2 de mayo) (Sin votar)	<b>May 3 No Voting</b> (3 de mayo) (Sin votar)	<b>May 4 Election Day</b> (4 de mayo) (Día de elección)  7am - 7pm

CITY COUNCIL (CC) – TUESDAY, MAY 7, 2024, 7 PM – CANCELED – RESCHEDULED SPECIAL CITY COUNCIL MEETING – TUESDAY, MAY 14, 2024, 7 PM – CANVASSING

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, MAY 8, 2024, 5 PM

CONCERT IN THE PRESERVE - SATURDAY: MAY 11, 2024, 6 PM – 8 PM

CITY COUNCIL (CC) – TUESDAY, MAY 21, 2024, 7 PM – CANCELED

**May 28, 2024 Primary Runoff Election- Early Voting Locations, Dates and Hours**

*(Elección primaria de segunda vuelta del 28 de mayo de 2024: lugares, fechas y horarios de votación anticipada)*

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
<b>May 19 No Voting</b> (19 de mayo) (Sin votar)	<b>May 20 Early Voting</b> (20 de mayo) (Votación adelantada)  7am - 7pm	<b>May 21 Early Voting</b> (21 de mayo) (Votación adelantada)  7am - 7pm	<b>May 22 Early Voting</b> (22 de mayo) (Votación adelantada)  7am - 7pm	<b>May 23 Early Voting</b> (23 de mayo) (Votación adelantada)  7am - 7pm	<b>May 24 Early Voting</b> (24 de mayo) (Votación adelantada)  7am - 7pm	<b>May 25 Early Voting</b> (25 de mayo) (Votación adelantada)
<b>May 26 No Voting</b> (26 de mayo) (Sin votar)	<b>May 27 No Voting</b> (27 de mayo) (Sin votar)	<b>May 28 Election Day</b> (28 de mayo) (Día de elección)  7am - 7pm	<b>May 29 No Voting</b> (29 de mayo) (Sin votar)	<b>May 30 No Voting</b> (30 de mayo) (Sin votar)	<b>May 31 No Voting</b> (31 de mayo) (Sin votar)	<b>June 1 No Voting</b> (1 de Junio) (Sin votar)

CITY COUNCIL (CC) – TUESDAY, OCTOBER 1, 2024, 7 PM – CANCELED – NATIONAL NIGHT OUT (NNO)

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 5 2024, 7 PM – CANCELED – DUE TO NOVEMBER 5, 2024 GENERAL ELECTION VOTING

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

- [2.](#) APPROVAL OF MEETING MINUTES FOR MARCH 26, 2024. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) - PHASED APPROACH WORKSHOP]
- [3.](#) APPROVAL OF MEETING MINUTES FOR APRIL 2, 2024. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) - PHASED APPROACH WORKSHOP]
- [4.](#) APPROVAL OF MEETING MINUTES FOR APRIL 2, 2024. [REGULAR MEETING]

#### **INDIVIDUAL CONSIDERATION ITEMS**

- [5.](#) CONSIDERATION AND ANY APPROPRIATE ACTION CONCERNING RESOLUTION NO. 2024-787 ADOPTING THE FY 2023-2024 - FY 28-29 CAPITAL IMPROVEMENT PLAN ATTACHED HERETO AS EXHIBIT "A".
- [6.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-785 AUTHORIZING EXECUTION OF A STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES WITH THE CITY'S ENGINEER, BIRKHOFF, HENDRICKS & CARTER, LLP, RELATED TO THE WATER LINE RELOCATION AND IMPROVEMENTS ON DUBLIN ROAD, AND AUTHORIZING EXECUTION OF ANY NECESSARY AND RELATED DOCUMENTS. [POSTPONED 2024 0319]
- [7.](#) CONSIDERATION AND APPROPRIATE ACTION ON ADOPTION OF RESOLUTION NO. 2024-788 ESTABLISHING TML NEWLY ELECTED CITY OFFICIALS' ORIENTATION TRAINING REQUIREMENTS FOR NEWLY ELECTED OR APPOINTED COUNCILMEMBERS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.
- [8.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-789 SUSPENDING CERTAIN PARK RULES APPLICABLE TO THE PRESERVE, A CITY PARK, PURSUANT TO SECTIONS 97.11 AND 97.14 OF THE PARKER CODE OF ORDINANCES FOR THE CONCERT IN THE PRESERVE ON SATURDAY, MAY 11, 2024, FROM 5:00 P.M. TO 9:00 P.M., UPON SATISFYING CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.
- [9.](#) CONSIDERATION AND ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-790 AUTHORIZING THE FUTURE PLACEMENT OF STOP SIGNS SO THERE WILL BE THREE STOP SIGNS AT THE INTERSECTION OF DUBLIN & CREEKSIDE COURT, AND THREE STOP SIGNS AT THE INTERSECTION OF DUBLIN AND EDGEWATER COURT THEREBY CREATING A THREE-WAY STOP AT EACH INTERSECTION.

#### **ROUTINE ITEMS**

- [10.](#) UPDATE(S):
  - FM2551
  - WEBSITE
  - COMP PLAN
  - POLICE VEHICLES
  - REPORT RFQ ENGINEERING RESPONSES
  - FENCES IN EASEMENTS (City Administrator Olson)
  - ANY ADDITIONAL UPDATES

## MONTHLY/QUARTERLY REPORTS

[March 2024 - Building Permit /Code Report](#)

[March 2024 – Court Report](#)

[March 2024 – Finance \(monthly financials\) Report](#)

[February / March 2024 – Police Report](#)

[March 2024 – Republic Services Inc., dba Allied Waste Services of Plano](#)

## DONATION(S)

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

Murphy Dental and Implant Center donated snacks valued at \$20 to the Police Department.

Maryam Boroujerdi and Mohammad Massoudi donated 1 dozen Bundtinis valued at \$28 to City Staff.

Joni Cobb donated snacks valued at \$40 to the Police Department.

## FUTURE AGENDA ITEMS

### 12. FUTURE AGENDA ITEMS

## ADJOURN

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

I certify that this Notice of Meeting was posted on or before April 19, 2024, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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Date Notice Removed

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Patti Scott Grey  
City Secretary

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





## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	April 15, 2024
Exhibits:	None	

### AGENDA SUBJECT

1. PARKS AND RECREATION COMMISSION (P&R) SPECIAL MEETING – WEDNESDAY, APRIL 24, 2024, 5 PM @ DACOSTA RESIDENCE, 6003 SOUTHRIDGE PKWY, PARKER, TX

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 27, 2024, 10AM-2PM

#### May 4, 2024 Joint General and Special Election - Early Voting Locations, Dates and Hours

(4 de mayo de 2024 Elección general y especial conjunta - Lugares de Votación Temprana, Fechas y Horas)

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CONCERT IN THE PRESERVE - SATURDAY: MAY 11, 2024, 6 PM – 8 PM

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(Elección primaria de segunda vuelta del 28 de mayo de 2024: lugares, fechas y horarios de votación anticipada)

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
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<b>May 26</b> <b>No Voting</b> (26 de mayo) (Sin votar)	<b>May 27</b> <b>No Voting</b> (27 de mayo) (Sin votar)	<b>May 28</b> <b>Election Day</b> (28 de mayo) (Día de elección)  <b>7am - 7pm</b>	<b>May 29</b> <b>No Voting</b> (29 de mayo) (Sin votar)	<b>May 30</b> <b>No Voting</b> (30 de mayo) (Sin votar)	<b>May 31</b> <b>No Voting</b> (31 de mayo) (Sin votar )	<b>June 1</b> <b>No Voting</b> (1 de Junio) (Sin votar)
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CITY COUNCIL (CC) – TUESDAY, OCTOBER 1, 2024, 7 PM – CANCELED – NATIONAL NIGHT OUT (NNO)

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 5 2024, 7 PM – CANCELED – DUE TO NOVEMBER 5, 2024 GENERAL ELECTION VOTING

## SUMMARY

Please review information provided.

## POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator	<i>Luke B. Olson</i>	Date:	04/xx/2024



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: April 15, 2024
Exhibits:	<a href="#">Proposed Minutes</a>

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR MARCH 26, 2024. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) - PHASED APPROACH WORKSHOP]

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024



**MINUTES**  
**CITY COUNCIL MEETING**  
**MARCH 26, 2024**

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

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

Mayor Lee Pettle called the meeting to order at 4:00 p.m. Mayor Pro Tem Jim Reed and Councilmembers Randy Kercho, Terry Lynch, and Amanda Noe were present. Councilmember Todd Fecht was absent.

Staff Present: City Administrator Luke Olson, Finance/Human Resources Director Grant Savage, City Attorney Amy J. Stanphill, and Public Works Director Gary Machado

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

No comments

**WORKSHOP**

**CAPITAL IMPROVEMENT PLAN (CIP)**

**CONSIDERATION OF PHASED APPROACH**

Mayor Pettle turned the meeting over to the Council for a recap, review of updates, which were included in tonight's packet, "City of Parker, Texas Capital Improvement Plan FY23-24 – FY28-29 03/19/2024 Rev 0.6", and further discussion of the CIP plan.

The Mayor, Council, and City Staff made suggestions for additional corrections/updates. Councilmembers Noe and Lynch said they would make the changes to the draft documents.

The CIP meeting ended at 5:52 p.m. (per video)

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

Mayor Lee Pettle reconvened/called the Executive Session portion of the meeting to order at 6:00 p.m. (per video)

Mayor Pettle verified there was a super quorum still present. Mayor Pro Tem Jim Reed and Councilmembers Randy Kercho, Terry Lynch, and Amanda Noe were present. Councilmember Todd Fecht was absent.

Staff Present: City Administrator Luke Olson and City Attorney Amy J. Stanphill

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

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

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

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

Mayor Lee Pettie recessed the regular meeting to Executive Session at 6:01 p.m. (per video)

RECONVENE REGULAR MEETING.

Mayor Lee Pettie reconvened the meeting at 7:19 p.m. (per video)

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

No action was taken.

## ADJOURN

Mayor Lee Pettie adjourned the meeting at 7:20 p.m. (per video)

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettie

ATTESTED:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

Approved on the 23rd day  
of April, 2024.



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: April 4, 2024
Exhibits:	<a href="#">Proposed Minutes</a>

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR APRIL 2, 2024. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) - PHASED APPROACH WORKSHOP]

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024





**MINUTES**  
**CITY COUNCIL MEETING**  
**APRIL 2, 2024**

**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.

At 4:00 p.m., Mayor Lee Pettie asked Council if they would like to delay for 15 minutes, as she was waiting on a quorum, there were a couple councilmembers missing and possibly caught in traffic. Council agreed a delay would be helpful. The Mayor recessed the meeting at 4:01 p.m. for 15 minutes.

Mayor Lee Pettie called the meeting to order at 4:15 p.m. Mayor Pro Tem Jim Reed (arrived at 4:15 p.m.) and Councilmembers Todd Fecht (arrived at 5:37 p.m.), Randy Kercho, Terry Lynch, and Amanda Noe.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, and City Attorney Amy J. Stanphill

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

No comments

**WORKSHOP**

CAPITAL IMPROVEMENT PLAN (CIP)

CONSIDERATION OF PHASED APPROACH

Mayor Pettie turned the meeting over to the Council, continuing to review updates, which were included in tonight's packet, "City of Parker, Texas Capital Improvement Plan FY23-24 – FY28-29 03/19/2024 Rev 0.6".

The Mayor, Council, and City Staff made suggestions for additional corrections/updates. Councilmembers Noe and Lynch said they would make the changes to the draft documents.

**ADJOURN**

Mayor Lee Pettie adjourned the meeting at 6:02 p.m.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettie

ATTESTED:

Approved on the 23rd day  
of April, 2024.

\_\_\_\_\_  
Patti Scott Grey, City Secretary

Proposed



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	April 4, 2024
Exhibits:	<a href="#">Proposed Minutes</a>	

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR APRIL 2, 2024. [REGULAR MEETING]

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024



**MINUTES**  
**CITY COUNCIL MEETING**  
**APRIL 2, 2024**

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

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

Mayor Lee Pettie called the meeting to order at 6:02 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Terry Lynch, and Amanda Noe were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, City Attorney Amy J. Stanphill, and Public Works Director Gary Machado (arrived at 6:30 p.m.)

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

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

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

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

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

Mayor Lee Pettie recessed the regular meeting to Executive Session at 6:03 p.m.

**RECONVENE REGULAR MEETING.**

Mayor Lee Pettie reconvened the meeting at 6:45 p.m.

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

No action was taken.

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Councilmember Randy Kercho led the pledge.

TEXAS PLEDGE: Councilmember Terry Lynch led the pledge.

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

No comments

## ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

1. LAST DAY TO REGISTER TO VOTE FOR THE MAY 4, 2024, GENERAL ELECTION - THURSDAY, APRIL 4, 2024

SOLAR ECLIPSE WATCH PARTY - MONDAY, APRIL 8, 2024, 12:30 PM – 3:00 PM

CANDIDATES NIGHT - THURSDAY, APRIL 11, 2024, 7 PM – VICTORY CHURCH – 6301 E. PARKER ROAD

CITY COUNCIL (CC) – TUESDAY, APRIL 16, 2024, 7 PM – CANCELED – RESCHEDULED  
SPECIAL CITY COUNCIL MEETING – TUESDAY, APRIL 23, 2024, 6 PM

GREAT AMERICAN CLEANUP - SATURDAY, APRIL 20, 2024. 9 AM

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 27, 2024, 10AM-2PM

### MAY 4, 2024 – GENERAL ELECTION (EV AND ED INFO)

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
<b>April 21</b> <b>No Voting</b> (21 de abril) (Sin votar)	<b>April 22</b> <b>Early Voting</b> (22 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 23</b> <b>Early Voting</b> (23 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 24</b> <b>Early Voting</b> (24 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 25</b> <b>Early Voting</b> (25 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 26</b> <b>Early Voting</b> (26 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 27</b> <b>Early Voting</b> (27 de abril) (Votación adelantada)  8 am – 5 pm
<b>April 28</b> <b>No Voting</b> (28 de abril) (Sin votar)	<b>April 29</b> <b>Early Voting</b> (29 de abril) (Votación adelantada)  7am - 7pm	<b>April 30</b> <b>Early Voting</b> (30 de abril) (Votación adelantada)  7am - 7pm	<b>May 1</b> <b>No Voting</b> (1 de mayo) (Sin votar)	<b>May 2</b> <b>No Voting</b> (2 de mayo) (Sin votar)	<b>May 3</b> <b>No Voting</b> (3 de mayo) (Sin votar)	<b>May 4</b> <b>Election Day</b> (4 de mayo) (Día de elección)  7am - 7pm <b>Election Day</b>

CITY COUNCIL (CC) – TUESDAY, MAY 7, 2024, 7 PM – CANCELED – RESCHEDULED  
SPECIAL CITY COUNCIL MEETING – TUESDAY, MAY 14, 2024, 7 PM - CANVASSING

CONCERT IN THE PARK - SATURDAY: MAY 11, 2024, **TBD**

CITY COUNCIL (CC) – TUESDAY, OCTOBER 1, 2024, 7 PM – CANCELED – NATIONAL NIGHT OUT (NNO)

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 5 2024, 7 PM – CANCELED – DUE TO NOVEMBER 5, 2024 GENERAL ELECTION VOTING

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

2. APPROVAL OF MEETING MINUTES FOR MARCH 19, 2024. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) - PHASED APPROACH WORKSHOP]
3. APPROVAL OF MEETING MINUTES FOR MARCH 19, 2024. [REGULAR MEETING]

**MOTION:** Mayor Pro Tem Reed moved to approve the consent agenda items 1 and 2 as presented. Councilmembers Lynch and Noe seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

## INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-786 MAKING AN APPOINTMENT TO THE PARKS AND RECREATION (P&R) COMMISSION ALTERNATE THREE POSITION EXPIRING NOVEMBER 30, 2024.

**MOTION:** Councilmember Lynch moved to nominate Shauna Warmbrodt to the Parks and Recreation (P&R) Commission Alternate Three position expiring November 30, 2024. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

The nominations were closed, due to Shauna Warmbrodt's application being the only application received.

**MOTION:** Councilmember Lynch moved to approve Resolution No. 2024-786 making an appointment to the Parks and Recreation (P&R) Commission Alternate Three position expiring November 30, 2024, namely Shauna Warmbrodt. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 867 AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2023-2024 OPERATING BUDGET.

City Administrator Olson reviewed the item from the packet, in Finance/Human Resources Director Savage's absence, stating "the purpose of this agenda item is to amend the City's FY 2023-2024 budget by the following amounts for a salary adjustment, utility impact fee study and repairs at the east end pump station:

Fund	Account	Description	Budget	Budget Amendment	Revised Budget	Reason
General	01-120-8001	Salary	346,680	2,230	348,910	Salary Adjustment
Water	03-600-8001	Salary	299,937	2,230	302,167	Salary Adjustment
Water	03-600-8407	Plant, Towers, Wells, Pumps	15,000	76,000	91,000	Pump Station Repairs
Utility Impact	60-900-8605	Professional Services	-	24,368	24,368	Utility Impact Fee Study".

**MOTION:** Councilmember Noe moved to approve Ordinance No. 867 authorizing expenditures and approving amendment(s) to the FY 2023-2024 Operating Budget. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.



6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 845 AMENDING ORDINANCE NUMBER 832, POLICE DEPARTMENT OPERATIONS, TO CHANGE THE PUBLIC SAFETY COMMITTEE COMPOSITION TO TWO MEMBERS, "MAYOR" AND "MAYOR PRO TEM," REMOVING THE THIRD COUNCILMEMBER POSITION.

MOTION: Councilmember Noe moved to postpone Ordinance No. 845 amending Ordinance Number 832, Police Department Operations, to change the Public Safety Committee composition to two members, "Mayor" and "Mayor Pro Tem," removing the third councilmember position, until May 14, 2024 or later. Councilmember Lynch seconded.

Councilmember Lynch indicated she would like to see the Public Safety Committee disbanded; she thought City Administrator Olson should be included, and Council should be updated regularly.

Mayor Pettie said the committee was created to help City Administrator Olson and new Parker Police Chief Price.

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

## **ROUTINE ITEMS**

7. UPDATE(S):

### **FM2551**

City Administrator Olson said, "It is a mess." Texas Department of Transportation (TxDot) is currently installing box culverts and pouring concrete for headwalls to Maxwell Creek.

### **WEBSITE**

City Administrator Olson said progress was being made towards the new website. City Staff had a meeting this Thursday, April 4<sup>th</sup> and plans were being made for the full Website Committee to get a sneak peek soon.

### **COMP PLAN**

Councilmember Kercho said the Committee is making good progress and the next meeting is on Friday, April 5, 2024, at 2:00 PM.

### **CAPITAL IMPROVEMENT PLAN (CIP)**

Councilmember Noe indicated the plan was being updated. Once revisions are made copies will be available to residents prior to a Town Hall meeting on Wednesday, April 17<sup>th</sup> at City Hall. Details are being finalized.

### **POLICE VEHICLES**

City Administrator Olson said two of the three vehicles are being built and the police truck should be delivered any day now.

### **REPORT RFQ ENGINEERING RESPONSES**

City Administrator Olson said the City received 28 packets in response to the RFQ and the review process should start soon.

### **TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)**

City Attorney Stanphill said “continued confidential settlement negotiations on the matter” are ongoing.

**ANY ADDITIONAL UPDATES**

None

**DONATION(S)**

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

Maryam Boroujerdi & Mohammad Massoudi of 2203 Dublin Rd. donated 1-Dozen of Bundtins value of \$28.00 from Nothing Bundt Cakes.

Leanne Holiman donated 18 individual Last Crumb Cookies valued at \$200.00 to City Staff.

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

**FUTURE AGENDA ITEMS**

9. FUTURE AGENDA ITEMS

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

Councilmember Lynch said she would like to request an item to revoke the ordinance establishing the Public Safety Committee be placed on future agenda items.

Hearing no additional requests, the Mayor encouraged everyone to email her any requests.

She noted the next regularly scheduled meeting for Tuesday, April 16, 2024 has been canceled and rescheduled for Tuesday, April 23, 2024 [Special].

**ADJOURN**

Mayor Lee Pettie adjourned the meeting at 7:07 p.m.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettie

ATTESTED:

Approved on the 23rd day  
of April, 2024.

\_\_\_\_\_  
Patti Scott Grey, City Secretary



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council & Staff
Fund Balance-before expenditure:	Prepared by:	City Attorney Stanphill
Estimated Cost:	Date Prepared:	April 9, 2024
Exhibits:	<ol style="list-style-type: none"> <li><a href="#">1. Proposed Resolution</a></li> <li><a href="#">2. FY 23-24 – FY 28-29 Capital Improvement Plan</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND ANY APPROPRIATE ACTION CONCERNING RESOLUTION NO. 2024-787 ADOPTING A CAPITAL IMPROVEMENT PLAN.

### SUMMARY

The City's first Capital Improvements Plan (CIP) has been created and is attached. The CIP is a living document that provides the City of Parker with a starting point to focus on present and future projects. The CIP will be reviewed at least annually during the budget process and the necessary changes will be made.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024

**RESOLUTION NO. 2024-787**  
**(FY 23-24 – FY 28-29 Capital Improvement Plan)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ADOPTING A CAPITAL IMPROVEMENT PLAN ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parker desires a capital improvement plan that provides a six-year forecast of the City of Parker’s capital project needs and estimated costs for current and future projects; and

**WHEREAS**, the FY 23-24 – FY 28-29 Capital Improvement Plan attached hereto as Exhibit “A” (“Capital Improvement Plan”) provides a six-year forecast of the City of Parker’s capital project needs and estimated costs for current and future projects; and

**WHEREAS**, the Capital Improvement Plan is intended to be a living document to be reviewed and updated at least annually during the budget process; and

**WHEREAS**, the City Council of the City of Parker, Texas has reviewed and approves the FY 23-24 – FY 28-29 Capital Improvement Plan attached hereto as Exhibit “A”.

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

**SECTION 1.** The FY 23-24 – FY 28-29 Capital Improvement Plan attached hereto as Exhibit “A” is hereby adopted.

**SECTION 2.** All provisions of the resolutions of the City of Parker, Texas, in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

**SECTION 3.** Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Parker, Texas, on this the 23rd day of April, 2024.

**CITY OF PARKER:**

\_\_\_\_\_  
Lee Pettle, Mayor

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Patti Scott Grey, City Secretary

\_\_\_\_\_  
Amy J. Stanphill, City Attorney

**EXHIBIT “A”**

**FY 23-24 – FY 28-29 CAPITAL IMPROVEMENT PLAN**

PROPOSED





# City of Parker Texas Capital Improvement Plan FY23-24 - FY28-29

04/23/2024 Rev 1.0

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## Introduction

The Parker Capital Improvement Plan (CIP) provides a six-year view into the city's proposed and approved capital expenditures. The CIP is envisioned to be a living document which is updated annually to reflect capital needs and expenditure additions/deletions and/or changes in costs and serve as a point of reference during the city's annual budgeting process. Ultimately, the plan encourages careful project planning and design to avoid costly mistakes and to help Parker reach desired community objectives within its fiscal capacity.

A well-planned maintained and executed capital plan is a wise investment that will enable the city to:

- maximize use of municipal assets
- lower maintenance and replacement costs
- enhance efficiencies in vehicles and equipment
- decrease future expenditures through proactive maintenance and replacement of equipment, facilities, and infrastructure
- assist in identifying the alternative means to finance capital needs and weigh the impact on the City's tax rates against its proposed capital needs
- maintain the attractiveness of Parker as a place to live

The CIP is updated annually to address:

- progress made toward the planned projects, including funding options
- updating the six-year projections
- keeping current with changing information and priorities relating to the city's needs

Adequate funding of capital needs presents many small cities with significant challenges, and Parker is no exception. With appropriate planning and careful use of resources, the City of Parker can address many of its most pressing needs affordably and sustainably.

This plan was developed in close collaboration with the Mayor, City Administrator, Finance Director, City Attorney, Department Directors, City Engineer, and City Council. The effort could only come to fruition with these stakeholders' deep engagement.

### Capital Planning Process Goals and Objectives

The Capital Planning Process seeks the following objectives:

- to maintain Parker's physical assets by providing funding in the annual operating budget to protect its capital investments and minimize future maintenance and replacement costs

- to pursue a preventive maintenance program as a cost-effective approach to protecting its capital investments and maximizing the useful life of its capital assets including the procurement of outside services where city staff capacity or expertise appears insufficient to perform such preventative maintenance
- to identify and preserve the infrastructure and equipment needed to achieve exemplary levels of public services and quality of life possible by annually updating the six-year Capital Improvement Plan to ensure adequate investment in the City's capital assets

### Definition of a Capital Asset

Capital assets for purposes of the CIP are defined in Resolution 2022-706. Capital assets are real or personal property that have a value equal to or greater than the capitalization threshold defined and have an estimated life of longer than one year. Capital assets include land, land improvements, buildings and building improvements, machinery and equipment, computer equipment, vehicles and heavy equipment, infrastructure, and construction in progress.

Per Resolution 2022-706, capitalization thresholds and estimated useful lives of capital asset categories are as follows:

Asset Description	Capitalization Threshold	Estimated Useful Lives
Land	\$1	
Land Improvements	\$12,500	20 Yrs
Buildings & Building Improvements	\$25,000	30 Yrs - 40 Yrs
Vehicles and equipment		
• Computer Equipment	\$25,000	3 Yrs – 10 Yrs
• Vehicles & Heavy Equipment	\$1	5 Yrs – 20 Yrs
• Machinery & Equipment	\$2,500	5 Yrs – 10 Yrs
Infrastructure	\$25,000	20 Yrs

Donated capital assets are recorded at their estimated fair market value at the time of acquisition plus ancillary charges. Assets acquired with grant funds will be capitalized based on the grant agreement.

Water and Sewer assets are capitalized and have useful lives based upon the underlying asset type (primarily building & building improvements, infrastructure, and machinery & equipment)

The Capital Improvement Plan will address capital projects with a cost of \$25,000 or greater. Other projects affecting these assets will be included in total.

### Capital Improvements Planning Process

The annual capital planning process is a process by which the city identifies the need to acquire new capital assets, repair or replace existing assets, and the proposed financing of each. It is an

annual process conducted with the Mayor, City Administrator, Finance Director, City Attorney, Department Directors, City Engineer, and City Council. The process includes the following steps:

- conduct an annual review of the capital asset requirements of the city as well as proposals addressing the needs of the city’s infrastructure and/or the acquisition and maintenance of capital assets
- review proposals for possible approval by City Council
- make recommendations and consider project scope and funding regarding the above
- review in conjunction with the Annual budgeting process
- staff prepares and presents an annual summary
- update the Capital Improvement Plan based on the annual review

Approved projects are those that have been approved by City Council by its adoption of a resolution. Approved projects include the Council-adopted resolution number. Proposed costs reflect an estimation of the total costs to be incurred for each Capital Project. Once a project is approved and if bids received by the City exceed the proposed estimate by more than 10%, the project may not commence prior to re-consideration and approval by City Council and/or its citizens, if so required.

The CIP may be used for identifying potential funding needs, sources, and re-allocations. It is a tool to help monitor our progress in achieving our stated goals and report on completion success. It is a template to communicate an overall scope of the city’s future project needs.

The CIP is a living plan, as such, proposals as well as approved capital expenditures are subject to change based on new service delivery needs, special financing opportunities, emergency needs, compliance with unfunded mandates, and changing economic conditions. Every effort is made to make the six-year plan as accurate, thorough, and predictable as possible.

References to “Fund XX” in the Project Schedules refer to particular accounting funds maintained by the City. They are largely funded by the City’s existing revenue sources inclusive of ad valorem taxes, sales taxes and water and wastewater fees. Other funding references are generally from external sources stemming typically from Federal, State, or County funds made available to municipalities.

## Current Fiscal Year Approved & Proposed Capital Projects (FY23-24)

The following schedule reflects both Approved & Proposed Projects targeted for expenditures during the current fiscal year as identified in the Annual CIP Process. This inventory of the upcoming year's approved & proposed capital projects is a tool to be used in budget planning, staff resourcing, and a way to monitor the implementation of the Capital Plan. See "Capital Improvement Planning Process" for a description of Approved and Proposed.



**Current Year Capital Projects**

<i>Category</i>	<i>Project</i>	<i>Status</i>	<i>Proposed Costs</i>	<i>Funding Source</i>	<i>Grant \$ Funding</i>	<i>Grant Source</i>
<b><i>Buildings and Improvements</i></b>						
Water Department Building	Design and construct the Water Department Building located at the Dillehay Pump Station	IN DESIGN	1,200,000	Fund 62		
City Facilities	Evaluate, design, and construct/or renovate existing facilities to provide for needs of the city.	IN PLANNING	TBD <sup>1</sup>	Fund 65		
	<b><i>Buildings &amp; Improvements Total</i></b>		<b><i>1,200,000</i></b>			
<b><i>Vehicles and Equipment</i></b>						
Police and Public Works	Replace Police and DPW Vehicles with Leased vehicles <b>(Included in FY23-24 Budget)</b>	IN PROGRESS	120,000	Fund 22		
Police	Tasers, In-Car and Body Worn Cameras (Resolution 2024-782, approved 2/20/2024) \$213,688.73 total spread evenly over 5 years)	IN PROGRESS	42,738	Fund 01		
ALL	Other Vehicles & Equipment <\$25k (Included in FY23-24 Budget)	IN PROGRESS	16,500	Fund 22		
ALL	Other Computer Equipment < \$25k (Included in FY23-24 Budget)	IN PROGRESS	105,000	Fund 28		
	<b><i>Vehicles &amp; Equipment Total</i></b>		<b><i>284,238</i></b>			
<b><i>Infrastructure</i></b>						
<b><i>Streets</i></b>						
<b><i>Maintenance (Patch)</i></b>						
Annual Street Maintenance	Based on City staff and engineering Street Maintenance Assessment	IN PLANNING	129,796	Fund 61		
Patch portions of Curtis Road, Dublin Road, Lewis Lane and Moss Ridge	Asphalt on Curtis Road (Dillehay to Southridge Pkwy). Repair asphalt roadway on Dublin Road S-curve between Creekside and Edgewater. Repair a portion of Asphalt roadway on Lewis Lane. Replace selected concrete panels on Moss Ridge. <b>(Approved Res No 2024-779 3/19/2024)</b>	IN PROGRESS	250,204	Fund 61		
	<b><i>Subtotal</i></b>		<b><i>380,000</i></b>			

**Current Year Capital Projects**

<b>Repair</b>						
Lewis Lane (ALL)	Complete jurisdiction analysis and obtain written agreement on the responsibilities of entities.	IN PLANNING		Fund 61		
Gray Lane	PCI 25; 2211'x19' Remix	IN PLANNING	677,249	Fund 61		
	<b>Subtotal</b>		<b>677,249</b>			
	<b>Streets Total</b>		<b>1,057,249</b>			
<b>Drainage</b>						
Annual Drainage Maintenance	Based on City Staff and Engineering Drainage Maintenance Assessment	IN PLANNING		Fund 63		
	<b>Drainage Total</b>		-			
<b>Water and Sewer System</b>						
Dillehay / FM2551	Replacing and relocating FM2551/Dillehay Water Lines ( <b>Various Approvals - see project detail</b> )	IN PROGRESS	1,200,000	CC Funds	1,200,000	
Dublin Road Water Lines Eng	Design new Water Infrastructure plan for Dublin Road (North and South)	IN PLANNING	252,000	ARPA	252,000	
Dublin Road- South Water Line	Remove and replace existing water lines along Dublin Road- South	IN PLANNING	1,200,000	ARPA & Fund 62	912,598	
Water Impact Fee Study	2023-2033 Water Impact Fee Analysis ( <b>Approved Res No 2023-734 6/6/2023</b> )	COMPLETE (With REVIEW in 6 mo.)	24,368	Fund 60		
NTMWD Delivery Point No.2	Connecting the lines from Dillehay (Central) Pump Station to NTMWD	IN PLANNING	TBD	Fund 62		
	<b>Water &amp; Sewer System Total</b>		<b>2,676,368</b>		<b>2,364,598</b>	
	<b>Total All</b>		<b>5,217,855</b>			
	<b>Government (General) Funds</b>		<b>1,341,487</b>			
	<b>Proprietary (Water &amp; Sewer) Funds</b>		<b>3,876,368</b>		<b>2,364,598</b>	

<sup>1</sup> The city has \$976,635 allocated in the facilities fund (Fund 65) as of Sept. 30, 2023. Capital allocations toward city facility projects are contingent upon project scope and estimated cost and will ultimately be refined based on contractor bids.

## Capital Project Schedule (FY23-24 through FY28-29)

The FY23-24 through FY28-29 Capital Project Schedule is a working document that aims to identify all known proposed capital expenditures which may arise over the next six years. Early identification allows more time to weigh their expected benefits against their costs and to consider financing alternatives. Projects are listed in these categories: Facilities, Vehicles and Equipment, Streets, Drainage, Water Infrastructure, Parks and Public Spaces. While this schedule cannot possibly identify all possible future capital needs, it can allow the city to forecast, prioritize and schedule planned capital expenditures over a six-year horizon.

The Capital Project Schedule incorporates the Current Fiscal Year Approved & Proposed Capital Projects schedule in addition to potential capital needs over the following five-year period. Overall, it presents a six-year view of Approved & Proposed Capital Projects and the associated individual and cumulative estimated costs. See “Capital Improvement Planning Process” for description of Approved and Proposed.

**Capital Project Schedule**

<b>Buildings and Improvements</b>											
<b>Building</b>	<b>Project</b>	<b>Proposed Costs</b>							<b>Potential Source</b>	<b>Potential Grant \$</b>	<b>Potential Grant Source</b>
		<b>FY23-24</b>	<b>FY24-25</b>	<b>FY25-26</b>	<b>FY26-27</b>	<b>FY27-28</b>	<b>FY28-29</b>	<b>Grand Total</b>			
Water Department Building	Design and construct the Water Department Building located at the Dillehay Pump Station	1,200,000						1,200,000	Fund 62		
City Facilities	Evaluate, design, and construct and/or renovate existing facilities to provide for needs of city.							-	Fund 65		
Annual Building Maintenance	Based on Facilities Maintenance Assessment							-	Fund 65		
	<b>Building &amp; Improvements Total</b>	<b>1,200,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,200,000</b>			
<b>Vehicles and Equipment</b>											
<b>Department</b>	<b>Project</b>	<b>Proposed Costs</b>							<b>Potential Source</b>	<b>Potential Grant \$</b>	<b>Potential Grant Source</b>
		<b>FY23-24</b>	<b>FY24-25</b>	<b>FY25-26</b>	<b>FY26-27</b>	<b>FY27-28</b>	<b>FY28-29</b>	<b>Grand Total</b>			
Police and Public Works	Replace Police and DPW Vehicles with Leased vehicles	120,000	130,000	150,000	150,000	160,000	160,000	870,000	Fund 22		
Public Works	Add Dump truck				150,000			150,000	Fund 01		
Police	Tasers, In-Car and Body Worn Cameras (Approved Res No 2024-782, 2/20/2024) \$213,688.73 total spread evenly over 5 years)	42,738	42,738	42,738	42,738	42,738		213,690	Fund 01		
Fire	Replace 2002 Smeal Fire Truck-Pumper (02-811) Approved Res No 2023-755 9/19/2023 w/delivery est 605 Days		875,293					875,293	Fund 22		
Fire	Replace 2010 Ford F-750 Brush Truck (10-811) Approved Res No 2023-754 8/15/2023 delivery w/ 23-24 mo.		180,000					180,000	Fund 22		

**Capital Project Schedule**

Fire	Replace 2016 Ford F-250 (16-812)			60,000				60,000	Fund 22		
ALL	Other Vehicles & Equipment <\$25k (Included in FY23-24 Budget)	16,500	12,000	18,000		12,000	12,000	70,500	Fund 22		
ALL	Other Computer Equipment < \$25k (Included in FY23-24 Budget)	105,000						105,000	Fund 28		
	<b>Vehicle &amp; Equipment Total</b>	<b>284,238</b>	<b>1,240,031</b>	<b>270,738</b>	<b>342,738</b>	<b>214,738</b>	<b>172,000</b>	<b>2,524,483</b>			

**Infrastructure**

Street Segment	Expenditure	Proposed Costs							Potential Source	Potential Grant \$	Potential Grant Source
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Grand Total			
Streets											
Maintenance (Patch)											
Annual Street Maintenance	Based on City staff and engineering Street Maintenance Assessment	129,796	380,000	380,000	380,000	380,000	380,000	2,029,796	Fund 61		
Patch portions of Curtis Road, Dublin Road, Lewis Lane and Moss Ridge	Asphalt on Curtis Road (Dillehay to Southridge Pkwy). Repair asphalt roadway on Dublin Road S-curve between Creekside and Edgewater. Repair a portion of Asphalt roadway on Lewis Lane. Replace selected concrete panels on Moss Ridge. (Approved Res No 2024-779 3/19/2024)	250,204						250,204	Fund 61		
	Subtotal	380,000	380,000	380,000	380,000	380,000	380,000	2,280,000			
Repairs											
Dublin Road South (Betsy to South Limit)	Remix straight segments 5300’x22’, Reconstruct S-Curve 600’x22’, Asphalt w/ Glas Pave		1,785,950					1,785,950	Fund 61		
Dublin Road North (Parker to Betsy)	Remix complete section. 7957’x22’, Asphalt w/ Glas Pave				2,985,223			2,985,223	Fund 61		

**Capital Project Schedule**

Lewis Lane (ALL)	Complete jurisdiction analysis and obtain written agreement on the responsibilities of entities.							-	Fund 61		
Lewis Lane (ALL)	PCI 40; 4,740 est total (reconstruct)		2,472,503					2,472,503	Fund 61		
Church Ln	PCI 20; 2,172' (reconstruct)			1,212,277				1,212,277	Fund 61		
Gray Ln	PCI 25; 2211'x19' (remix)	677,249						677,249	Fund 61		
Donihoo Ln	PCI 35; 2,037' (reconstruct)				1,216,514			1,216,514	Fund 61		
Hackberry Ln (Donihoo to Pecan Orchard)	PCI 40; 1,763' (reconstruct)				1,052,879			1,052,879	Fund 61		
Hackberry Ln (Pecan Orchard to Cul de Sac)	PCI 40; 1,674' (reconstruct)					1,069,708		1,069,708	Fund 61		
Ranchview Ln	PCI 40; 1,002' (remix)		328,358					328,358	Fund 61		
Woodcreek	PCI 40; 668' (remix)		218,952					218,952	Fund 61		
Kara Lane	PCI 45; 2,606' (ovelay)					469,691		469,691	Fund 61		
Pecan Orchard Ln	PCI 50; 2,234' (remix)			783,298				783,298	Fund 61		
Wagon Wheel	PCI 50; 1.676' (remix)					672,799		672,799	Fund 61		
Sycamore Ln	PCI 55; 5,319' (reconstruct)						3,636,834	3,636,834	Fund 61		
	<b>Subtotal</b>	<b>677,249</b>	<b>4,805,762</b>	<b>1,995,575</b>	<b>5,254,615</b>	<b>2,212,198</b>	<b>3,636,834</b>	<b>18,582,233</b>			
	<b>Streets Total</b>	<b>1,057,249</b>	<b>5,185,762</b>	<b>2,375,575</b>	<b>5,634,615</b>	<b>2,592,198</b>	<b>4,016,834</b>	<b>20,862,233</b>			
<b>Drainage</b>											
Annual Drainage Maintenance	Based on City Staff and Engineering Drainage Maintenance Assessment							-	Fund 63		

**Capital Project Schedule**

Dublin Road South S-Curve	Engineering Study and construction of a drainage improvement for S-Curve		250,000					250,000	Fund 63		
	<b>Drainage Total</b>	-	<b>250,000</b>	-	-	-	-	<b>250,000</b>			
	<b>Infrastructure Total</b>	<b>1,057,249</b>	<b>5,435,762</b>	<b>2,375,575</b>	<b>5,634,615</b>	<b>2,592,198</b>	<b>4,016,834</b>	<b>21,112,233</b>			

**Water and Sewer Systems**

Project	Expenditure	Proposed Costs							Potential Source	Potential Grant \$	Potential Grant Source
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Grand Total			
FM2551 / Dillehay	Replacing and relocating FM2551/Dillehay Water Lines (Various Approvals - see project detail)	1,200,000						1,200,000	CC Funds	1,200,000	CC Funds
Dublin Road Water Lines Engineering	Design new Water Infrastructure plan for Dublin Road (North and South)	252,000						252,000	ARPA	252,000	ARPA
Dublin Road – South Water Lines	Remove and replace existing water lines along Dublin Road - South	1,200,000						1,200,000	ARPA & Fund 62	971,553	ARPA
Dublin Road North Water Lines	Replacing Dublin Road – North Water Lines			1,373,880				1,373,880	Fund 62		
Water Impact Fee Study	2023-2033 Water Impact Fee Analysis <b>Approved Res No 2023-734 6/6/2023</b>	24,368						24,368	Fund 60		
NTMWD Delivery Point No. 2	Connecting the lines from Dillehay (Central) Pump Station to NTMWD	TBD						-	Fund 60		
Bois D' Arc Lane	8-inch Water Line					415,916		415,916	Fund 62		
Elevated Storage Tank	Design and Build 2 <sup>nd</sup> Water Tower at Chaparral				5,016,250			5,016,250	Fund 62		
	<b>Water &amp; Sewer Total</b>	<b>2,676,368</b>	<b>-</b>	<b>1,373,880</b>	<b>5,016,250</b>	<b>415,916</b>	<b>-</b>	<b>9,482,414</b>		<b>2,423,553</b>	

## Capital Project Schedule

## Capital Project Schedule Summary

	Proposed Costs							From Other Sources
	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Grand Total	
<b>Buildings and Improvements<sup>1</sup></b>	1,200,000	-	-	-	-	-	1,200,000	-
<b>Vehicles and Equipment</b>	284,238	1,240,031	270,738	342,738	214,738	172,000	2,524,483	-
<b>Infrastructure (Streets &amp; Drainage)</b>	1,057,249	5,435,762	2,375,575	5,634,615	2,592,198	4,016,834	21,112,233	-
<b>Water and Sewer Systems</b>	2,676,368	-	1,373,880	5,016,250	415,916	-	9,482,414	2,423,553
<b>Total ALL</b>	<b>5,217,855</b>	<b>6,675,793</b>	<b>4,020,193</b>	<b>10,993,603</b>	<b>3,222,851</b>	<b>4,188,834</b>	<b>34,319,130</b>	<b>2,423,553</b>
<b>From Other Sources</b>	<b>2,423,553</b>							
<b>Government (General) Funds</b>	<b>1,341,487</b>	<b>6,675,793</b>	<b>2,646,313</b>	<b>5,977,353</b>	<b>2,806,936</b>	<b>4,188,834</b>	<b>23,636,716</b>	
<b>Proprietary (Water &amp; Sewer) Funds</b>	<b>3,876,368</b>	<b>-</b>	<b>1,373,880</b>	<b>5,016,250</b>	<b>415,916</b>	<b>-</b>	<b>10,682,414</b>	<b>2,423,553</b>
<b>From Other Sources</b>	<b>2,423,553</b>							

<sup>1</sup> Totals shown reflect estimates for the Water Department Building and assumes the funding source to be the Proprietary Fund. Fund 65 (Capital Facilities Fund) has a balance of \$976,635 as of September 30, 2023. The total cost of future municipal facilities (which may be partially funded by fund 65) is TBD and not reflected in this table.



## Capital Projects

### Building and Improvement Projects

There are several municipal facility capital projects currently under consideration and planning. The following section provides an overview of these proposed projects.

**Project:** New Water Department Building at the Dillehay Pump Station

**Status:** Proposed - In Planning/Design - Construction planned for FY23-24

**Department:** Public Works Water Department

**Project Scope:** This project scope is to design and build a new Water Department Facility located on the same property as the new Dillehay pump station. The building is envisioned to be a 12,000 sqft. metal building with a brick façade. The building will have an enclosed office space within the larger building and several large garage doors to allow for equipment maintenance. - The scope of work for FY23-24 is to complete the design and construction of the building.

**Background:** The water department personnel have been operating out of the Old Parker Fire Station and the old white metal garage building (located adjacent to the old fire station). These buildings have offices, restrooms, work benches, tools and equipment, storage, and work facilities. The buildings have reached the end of their useful life and are not fit for reuse or renovation. The Old Fire Station is a metal building with a brick façade that was built in 1982. The old white garage is of similar vintage and is showing signs of age. Relocating the water department offices, storage, and shop facilities to the location near the Dillehay pump station will enable these buildings to be vacated, allowing for their demolition, making way for alternative uses of the land.

**Funding:** This is a project for administration of our Water System. Funding may be from Fund 62 (Utility Construction Fund).

**Timeline:** The project should commence imminently.

**Project:** City Facilities**Status:** Under Review**Department:** All City Government**Project Scope:** After the departmental needs have been reviewed and prioritized, funding options identified, and a plan of action defined for proceeding, the next steps can begin.**Background:**

The Parker Police Department has operated out of a portable building for several years. The building was purchased in February 2024 eliminating the monthly rent.

Parker City Hall is challenged to meet the space needs of the Parker Administrative Staff and the Council and Municipal Court Chambers. The space lacks proper ADA accessibility, sufficient parking, and has constrained meeting, office, and storage space.

Several options have been considered over the years and in the recent past voters have rejected proposals on two separate occasions. For the last several years, the city has allocated funds to a Facilities Fund for the purpose of addressing these needs. The balance as of September 30, 2023, was \$976,635.

**Funding:** This project may be funded through the Capital Facilities Fund (Fund 65).**Timeline:** TBD***Building and Improvement Maintenance***

Parker owns a portfolio of at least 7 buildings of various ages, as noted below, providing the most recent dates of assessment and/or replacement.

<i>Facility</i>	<i>Address</i>	<i>PCA 360 Audit</i>	<i>Roof Assessed</i>	<i>Roof last Replaced</i>	<i>HVAC Replaced</i>	<i>Septic Replaced</i>	<i>Generators Replaced</i>
Parker City Hall	5700 E. Parker Road		2022		2015-2018		
Parker Fire Department	5700 E. Parker Road		2022		2008	2023	2009
Parker Police Dept.	5700 E. Parker Road		N/A		2014		
Parker Water Dept.	5700 E. Parker Road		2022		2020		
East Water Storage Facility	Parker Road						2007
Central Water Storage Facility	Dillehay			2021	2020-2021		2021
Elevated Water Storage Facility	5700 E. Parker Road						
Record Storage Building	5700 E. Parker Road						

Infrastructure Projects (Streets and Drainage)

Infrastructure Capital Improvement planning is driven by the mission to provide a safe and reliable street and drainage system for residents and visitors. The plan considers both scheduled maintenance and repair of poor streets and other surface drainage issues.

Streets identified in the 2021 Street Condition Survey with a rating of below fair condition are included in the infrastructure projects. For each street, additional information, including average daily traffic, number of properties on the street, other areas utilizing the street, alternate route available, drainage conditions, and previous work on the street, was reviewed by the CIP team.

Many of the projects for streets, drainage, and water are interrelated and are considered as one within the Capital Improvement Plan for specific projects. Below is a recap of projects grouped by the major project.

Street maintenance refers to patching portions of asphalt or concrete. Street repair refers to one of three methods to renovate a large section or complete street. They include:

Reconstruct	12' flexbase material, 1.5" asphalt, glass pave, and 2" asphalt
Remix	remix existing roadbed w/ cement, placing 1" asphalt with glass pave and 1.5" asphalt
Overlay	2" overlay with glas pave between existing and new

**Project:** FM2551 (from FM2514 to FM2170)

**Status:** Approved - IN PROGRESS

**Department:** Public Works Water Department

**Project Scope:** Reconstruction and widening of FM2551 from 2 lanes to a 6-lane thoroughfare. TXDOT has oversight of the construction. The city is responsible for the movement of water lines and utilities and providing input to project managers for the safety of residents.

**Background:** The continued local housing growth and development has resulted in a significant increase in the traffic volume on this road during recent years. Dillehay (2551) has been planned for expansion at both the county and state levels for quite some time. The scheduled

widening of the road is taking place now. Parker has an obligation to fund the water infrastructure portion of the project.

**Funding:** Collin County has committed to provide \$1,200,000 in funding for this project and the city has entered into Interlocal Agreements to aid in performing the work needed. Our city engineer, Birkhoff & Assoc. has been contracted to perform the engineering services related to the movement of utilities.

**Timeline:** Construction Start: Fall 2023. End: Summer 2026

**Project:** Dublin Road – South (Betsy to South City Limit)

**Status:** Proposed – IN DESIGN

**Department:** Public Works

**Project Scope:** This project estimate includes the replacement of the road surface, addressing a critical S-Curve, and replacement of a water line. This is a multi-year project. The first phase of this project is to replace the water lines, which may include an engineering study and acquiring right of way on some properties. Drainage improvement needs for the S-Curve will be determined and addressed. Right-of-way study will be completed as needed.

**Background:** The Street Condition Survey identified the majority of this street with a very poor rating of 30.

This is a significant collector street for subdivisions and private streets in the southern portion of Dublin Road. In addition, many people take this street to travel north and south as an alternative to FM2551 (Murphy Rd). A traffic study in 2021 showed an average traffic volume of 1,456 vehicles per day.

A city water line lies along and under this street. These lines are aging and undersized and need to be replaced. Such replacement should be coordinated with the reconstruction of the road. The current roadway is approximately 20' wide. The width of this street may be increased to 22'-24' wherever possible. The street has an S-curve that experiences accidents with drivers running off the street. The design will consider options to improve the safety of the road. A drainage review will also be performed to determine that the streets will include proper drainage after construction.

**Funding:** This street project may be funded with money from Capital Street Construction Fund (Fund 61), drainage costs may be funded from the Capital Drainage Fund (Fund 63), and the

Water Line is projected to be funded using available American Rescue Plan Act of 2021 (ARPA) funds.

**Timeline:** This project should commence imminently after the water lines are replaced, and the necessary drainage study is complete. The S-Curve drainage plan should be implemented in conjunction with the road reconstruction project.

**Project:** Dublin Road – North (Parker Road to Betsy)

**Status:** Proposed – IN PLANNING

**Department:** Public Works

**Project Scope:** This project includes replacing the road surface and water lines. It will mirror that of South Dublin Road.

**Background:** The Street Condition Survey identified this street to have a poor rating of 45-50.

This is a significant collector street for subdivisions and streets in the northern portion of Dublin Road. In addition, many people take this street for traveling north and south as an alternative to FM2551. A traffic study in 2021 showed an average traffic volume of 1,640 vehicles per day.

In 2020, maintenance was performed on the street, providing important stabilization in areas that were in poor condition. However, the street has shown early signs of wear that need to be addressed.

A city water line lies along and under this street. These lines are aging and undersized. These lines need to be replaced. Such replacement should be coordinated with the reconstruction of the road. The current roadway is approximately 20' wide. The width of this street may be increased to 22'-24' wherever possible. The street has an S-curve that experiences accidents with drivers running off the street. The design will consider options to improve the safety of the road. A drainage review will also be performed to determine that the streets will include proper drainage after construction.

**Funding:** This street project may be funded with money from Capital Street Construction Fund (Fund 61), drainage costs may be funded from the Capital Drainage Fund (Fund 63), and the Water Line may be funded through the Utility Construction Fund (Fund 62).

**Timeline:** Target of FY25-26 for water lines and FY26-27 for the road.

**Project:** Lewis Lane**Status:** Proposed**Department:** Public Works**Project Scope:** The goal for FY23-24 is to complete a jurisdiction analysis and perform maintenance on southern portions of Lewis Lane.

The portions that are within Parker's responsibility will be targeted for reconstruction in future years working with Lucas and Collin County to coordinate their segments at the same time. A drainage review will be performed prior to commencing work to ensure no significant drainage issues need to be addressed.

**Background:** The Street Condition Survey rated the total of Lewis Lane with a 40 PCI rating, one in poor condition. This is a collector street with increasing populations from residents in subdivisions within Parker and Lucas. In addition, this street is a north/south alternative for FM2551 (Dillehay)

This street is the responsibility of multiple entities (Parker, Lucas, and Collin County). The Developer of Kings Crossing reconstructed a portion of the street (Kings Crossing Phase 3N to Phase 3S) in 2022. The remaining portions of the street are maintained by adding asphalt to patches, which deteriorate when rains occur.

**Funding:** This project may be paid through the Capital Street Construction Fund (Fund 61).**Timeline:** Target dates to complete jurisdiction analysis and first segment in FY23-24 with the remaining portion of road FY24-25.**Project:** Gray Lane**Status:** Proposed - IN PLANNING**Department:** Public Works**Project Scope:** Road reconstruction

**Background:** Gray Lane was evaluated by the Street Condition Survey with a very poor rating of 25

**Funding:** This project may be paid through the Capital Street Construction Fund (Fund 61).

**Timeline:** Target FY23-24

## Water and Sewer System Projects

Water Improvement planning is driven by the need to maintain our water systems in working condition, providing safe and sufficient water for residents as needed. Water improvements include the needs of our water lines, standalone or interconnected with storage tanks, valves, hydrants, and water towers.

The city has several water infrastructure projects in the planning stage. The goal of these projects is to continue to provide a water distribution system that meets the necessary volume and peak demand projections associated with future growth projections of our city. The projects scoped here are derived from the Water Impact Fee Report 2023-2033 .

Water infrastructure improvements connected to streets are identified in the Infrastructure Projects above.

### **Project:** Water Impact Fee Study

**Status:** Approved - COMPLETE (with pending request by City Council to review in 6 months)

**Department:** Water Utility Department

**Project Scope:** The city contracted with our city engineer to assist City staff in providing a 2023-2033 Impact Fee Analysis to provide the Capital Improvement Plan of the water distribution system and a Water Impact Fee Study outlining Capital Improvements of the system and a calculation of the Water Impact Fee.

**Background:** The City of Parker owns and operates their water distribution system comprised of pump stations, ground storage reservoirs, elevated storage tanks, and pipeline infrastructure. This system is being improved and expanded to meet the needs of the water demands imposed by the current residents and future residents of Parker. Chapter 395 of the Texas Local Government Code requires that political subdivisions create a Capital Improvement Plan and its costs if it wishes to impose “impact fees” on new development.

The Water Impact Fee Report 2023-2033 was completed and on December 19, 2023, the council approved Ordinance 862.

**Funding:** The is a Water System project. The costs of this project may be paid through the Utility Impact Fee Fund (Fund 60)

**Timeline:** Target FY23-24 (1st Quarter)

**Project:** NTMWD Delivery Point #2

**Status:** Approved - IN PROGRESS

**Department:** Water Utility Department

**Project Scope:** Attach the Central Pump Station to the NTMWD delivery point. The bulk of this work has already been completed. This is to make the final connection.

**Background:** The city completed construction of the Central Pump Station in FY22-23. For the station to be fully operational, it must be attached to the NTMWD delivery point.

**Funding:** The is a Water System project. These funds are part of the Utility Construction Fund (Fund 62).

**Timeline:** contingent upon completion of a NTMWD contract amendment.

**Project:** Build a Secondary Elevated Water Tower at Chaparral Road

**Status:** Proposed - targeting FY26-27

**Department:** Water Utility Department

**Project Scope:** To construct a secondary elevated water tower and 16" water pipe infrastructure to connect to the existing water distribution system.



**Background:** The Water Impact Fee Report 2023-2033 recommends constructing a secondary water tower to meet the projected water demand of residents based on future growth projections.

An Elevated storage tank within the Parker water distribution system is required by TCEQ to maintain system pressure. The Parker secondary elevated storage tank is expected to be sized to meet the maximum hourly demand working in conjunction with the pump stations, while maintaining system pressures.

The City currently has one 1.0-MG elevated storage tank located on Parker Road, adjacent to City Hall, with a high water level at 800-ft MSL. The Chaparral Elevated Storage Tank and water line project would consist of constructing an elevated storage tank with approximately 385 linear feet of 16-inch waterline connected between the new elevated tank and the existing 16-inch waterlines. The utilized capacity during the CFR period was calculated to be 63.0%

**Funding:** This project may be funded through the Utility Impact Fee Fund (Fund 60) and Utility Construction Fund (Fund 62)

**Timeline:** Commence construction on or before FY26-27.

## Reference Reports for Capital Needs

Category	Plan Reference Title	Last Updated
City Vision	Comprehensive Plan	In revision
Buildings and Improvements	Facilities Maintenance Plan	(update annually)
Infrastructure	Street Maintenance Plan	(update annually)
Infrastructure	Street Condition Survey	2021 (update every 5 years)
Infrastructure	Drainage Maintenance Plan	(update annually)
Water and Sewer System	<a href="#">Water Impact Fee Report 2023-2033</a>	2023 (update every 5 years)
Vehicles and Equipment	Equipment Capital Replacement Schedule	2023 (update annually)
Vehicles and Equipment	Technology Replacement Schedule	(update annually)

## Financing the CIP

CIP Projects are funded through general fund revenues and other resources available to the City. Funding considerations go beyond individual projects. The city's funding strategies will consider several variables, including amounts available in project funds, other City needs, debt, and the impact on taxpayers. Below, we will address the city's sources of funds and current funding.

### Sources of Funds

#### **Operational Revenue:** Revenues generated in the

- Government (General) Fund through ad valorem taxes, sales taxes or fees.
- Proprietary (Water & Sewer) Fund primarily through water & wastewater revenues.

**Local Sales Tax** – The city charges a 2% Sales Tax. The General Fund receives a 1% sales tax. In May 2023, the voters elected to adopt a 1% sales tax dedicated to repairing and maintaining existing city streets in accordance with Chapter 327 of the Texas Tax Code. The new tax went into effect on October 1, 2023. These revenues are directly applied to the Street Maintenance Fund. This tax expires after four years unless a new election is held to reauthorize the tax.

**Impact Fees** – The city charges a **Water Impact Fee** on new Single-Family Residences based on a Water Impact Fee Study. New residential homes pay a fee based on the size of their water meter. The use of these funds is restricted to financing capital improvements required by new developments in accordance with Chapter 395 of the Texas Local Government Code.

**Developer Contributions:** Contributions of capital infrastructure in conjunction with new development in the city.

**Intergovernmental:** Funds supplied through other governmental agencies such as TxDOT, Collin County, State, and/or Federal government.

**Other Grants and Donations:** Funds received from other organizations and individuals.

**Bonds:** Bonds refer to debts of the City arising from Municipal Bonds issued by the City.

There are different kinds of borrowing, each with its advantages and disadvantages.

- **General Obligation Bonds (GO):** Debt instruments authorized by a positive vote among registered voters.
- **Certificates of Obligation (CO):** Debt instruments authorized by a positive vote of City Council.

- **Revenue Bonds:** Debt instruments, the repayment of which depends on the revenue stream generated by the city's water & wastewater system.

## Current Funding

**Government (General) Funds** are supported from several sources, which include:

**Transfers:** The city has established a pay-as-you-go approach to addressing capital needs using special funds. A portion of the city's General Fund and Proprietary Fund Operational Revenues are allocated each year to these funds during the annual budgeting process. They can only be used for the purpose specified without subsequent city council approval. Funds to which transfers are made include:

<b><i>Funds</i></b>		
<b><i>#</i></b>	<b><i>Title</i></b>	<b><i>Purpose</i></b>
22	Equipment Replacement Fund	Equipment Replacement Fund - Purchase or lease of city vehicles
24	Technology Replacement Fund	Replacement of existing technology equipment
61	Capital Street Construction Fund	Construction or maintenance of street projects.
63	Capital Drainage Fund	Construction or maintenance of drainage-related improvements.
65	Capital Facilities Fund	Land acquisition, construction, renovation, and equipping of city facilities.

**Sales Tax:** This includes the 1% sales tax dedicated for street repair and maintenance. These amounts are directly reported to the Street Construction Fund. The city anticipates approximately \$380,000 in fiscal 2023-24.

**Proceeds** from the sale of city property within these funds are directly allocated to these funds. The equipment replacement fund reflects \$140,000 proceeds from the sale of city property.

## Proprietary Funds (Water/Wastewater)

**Utility Impact Fees Fund (Fund 60):** This fund is funded by the Water Impact Fees from New Single Family Residential homes. As of September 30, 2023, the Utility Impact Fees Fund had a balance of \$2,024,621

**Utility Construction Fund (Fund 62):** This fund was initially funded from the \$6,075,000 proceeds of the 2018 combination tax and revenue bond plus interest earned to construct facilities needed for water services operations. The balance in this fund at September 30, 2023 is \$506,000. Future additions to this fund may come from revenues collected in anticipation of future capital needs, debt from the sale of revenue bonds, and grants as may become available.

**American Rescue Plan Act of 2021 (ARPA):** The provisions of this act provided supplemental funds to the city in FY21 and FY22. These funds can only be used for specified purposes, including investment in water infrastructure. *Funding must be obligated by the end of calendar year 2024 and expended by the end of calendar year 2026.* As of September 30, 2023, the City has \$1,223,553 of these funds to be allocated for qualified capital projects. City Council has the authority to spend these funds within the authority of the act.

**County Funds:** The city has an agreement to receive funds from Collin County for purpose of the 2551/Dillehay Project. For more information, refer to that project.

## Existing Debt Obligations

<i>Bond</i>	<i>Interest Rate</i>	<i>Maturity</i>	<i>Original Balance</i>	<i>Outstanding Balance</i>	<i>Remaining Principal + Interest</i>
<b>Government Activities (General Fund)</b>					
2015 Certificate of Obligation	2.09%	2025	1,485,000	320,000	326,688
2019 General Obligation Refinancing Bond	3.00%	2028	1,285,000	585,000	624,285
<b>Total</b>			2,770,000	905,000	950,973
<b>Business Type Activities (Water/Wastewater)</b>					
2018 Combination Tax & Revenue Bond	3.00-4.00%	2038	6,075,000	5,755,000	7,786,050
2019 General Obligation Refinancing Bond	3.00%	2028	1,200,000	540,000	596,540
<b>Total</b>			7,275,000	6,295,000	8,382,590
<b>Total Long-Term Debt</b>			10,045,000	7,200,000	9,333,563

*Balances as of September 30, 2023*

## Long Term Debt

The Capital Plan is a means for identifying projects that may be accomplished through the use of debt financing.

Long-term debt is an important financing source for capital projects that cannot be accommodated within the annual operating budget. The Capital Plan is a means for identifying projects that are candidates for debt financing.

The amount of annual debt service to be authorized is an important consideration in determining options for long term debt. Best practices recommend that annual debt service should range from 2% of operating revenues at the low end to no more than 10% of operating revenues at the high end. Below is the current year debt ratio calculation.

### Debt Ratio Calculations

Bond	FY23-24		
	Debt Service	Budgeted Revenues	Debt Ratio
<b>Government Activities (General Fund)</b>			
2015 Certificate of Obligation	165,016		
2019 General Obligation Refinancing Bond	170,256		
<b>Total</b>	<b>335,272</b>	<b>9,388,506</b>	<b>4%</b>
<b>Business Type Activities (Water/Wastewater)</b>			
2018 Combination Tax & Revenue Bond	395,950		
2019 General Obligation Refinancing Bond	158,994		
<b>Total</b>	<b>554,944</b>	<b>6,639,678</b>	<b>8%</b>

Another factor when considering adding debt is the impact on the city bond rating. The current city rating from [S&P Global rating is AA+](#)

### Projected Cash Needs

Below is a recap of the projected cash needs over the CIP period. These projections identify the point at which additional funds may be needed.

#### General Fund

		Projected					
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
<i>CIP Fund Activity</i>							
Sales Tax - Street Mtce *		380,000	380,000	380,000	380,000	380,000	380,000
Other Receipts		165,000	-	-	-	-	-
CIP Plan Projects		(1,804,749)	(6,801,512)	(2,603,575)	(5,934,615)	(4,059,190)	(4,188,834)
Net Activity		(1,259,749)	(6,421,512)	(2,223,575)	(5,554,615)	(3,679,190)	(3,808,834)
Beginning CIP Funds		3,350,660	3,915,911	(680,601)	(1,079,176)	(4,808,791)	(6,662,982)
Transfers to CIP		1,825,000	1,825,000	1,825,000	1,825,000	1,825,000	1,825,000
Ending CIP Funds		<b>3,915,911</b>	<b>(680,601)</b>	<b>(1,079,176)</b>	<b>(4,808,791)</b>	<b>(6,662,982)</b>	<b>(8,646,816)</b>

\*Values are based on an estimate of sales tax revenues

## Proprietary Funds

		<i>Projected</i>					
		<i>FY23-24</i>	<i>FY24-25</i>	<i>FY25-26</i>	<i>FY26-27</i>	<i>FY27-28</i>	<i>FY28-29</i>
<b>CIP Activity</b>							
	Water Impact Fee Receipts	75,000	-				
	Grants	2,400,000	-				
	CIP Plan Projects	(3,815,800)	-	(1,200,000)	(5,016,250)	-	-
	Net Activity	(1,340,800)	-	(1,200,000)	(5,016,250)	-	-

Refer to Appendix B for a projection of the activity and fund balances for the Plan period and recap of assumptions used in producing the projections.

## Capital Planning Cycle

The Capital Planning Cycle is held in coordination with the Annual Budget Cycle.

In anticipation of the annual budget cycle the Mayor, City Council, and Staff will make the necessary updates to the CIP.

## Appendix A

### Capital Assets per the Audited Financial Statements as of September 30, 2023.

A summary of changes in governmental activities capital assets for the year end was as follows:

	Beginning Balances	Increases	Decreases/ Reclassifications	Ending Balances
Capital assets, not being depreciated:				
Land	\$ 843,484	\$ -	\$ -	\$ 843,484
Construction in progress	77,176	-	-	77,176
Total capital assets not being depreciated	920,660	-	-	920,660
Capital assets, being depreciated/amortized:				
Land improvements	212,367	-	-	212,367
Buildings and improvements	2,616,328	-	-	2,616,328
Vehicles and equipment	3,631,707	241,928	-	3,873,635
Infrastructure	53,208,149	1,537,749	-	54,745,898
Right-to-use leased assets	277,248	85,891	-	363,139
Total capital assets, being depreciated/amortized	59,945,798	1,865,568	-	61,811,367
Less accumulated depreciation/amortization:				
Land improvements	(113,890)	(10,618)	-	(124,508)
Buildings and improvements	(1,035,221)	(61,183)	-	(1,096,404)
Vehicles and equipment	(2,541,487)	(433,431)	-	(2,974,918)
Infrastructure	(24,771,189)	(2,032,338)	-	(26,803,527)
Right-to-use leased assets	(196,856)	(51,173)	-	(248,029)
Total accumulated depreciation/amortization	(28,658,643)	(2,588,743)	-	(31,247,386)
Net capital assets being depreciated/amortized	31,287,155	(723,175)	-	30,563,981
<b>Governmental Capital Assets</b>	<b>\$ 32,207,815</b>	<b>\$ (723,175)</b>	<b>\$ -</b>	<b>\$ 31,484,641</b>

A summary of changes in business-type activities capital assets for the year end was as follows:

	<b>Beginning Balances</b>	<b>Increases</b>	<b>Decreases/ Reclassifications</b>	<b>Ending Balances</b>
Capital assets, not being depreciated:				
Land	\$ 323,666	\$ -	\$ -	\$ 323,666
Construction in progress	6,140,345	59,922	-	6,200,267
Total capital assets not being depreciated	6,464,011	59,922	-	6,523,933
Capital assets, being depreciated:				
Water and sewer system	23,752,566	1,628,831	-	25,381,397
Vehicles and equipment	162,131	-	-	162,131
Total capital assets being depreciated	23,914,697	1,628,831	-	25,543,528
Less accumulated depreciation				
Water and sewer system	(6,831,792)	(642,345)	-	(7,474,137)
Vehicles and equipment	(159,749)	(2,567)	-	(162,316)
Total accumulated depreciation	(6,991,541)	(644,912)	-	(7,636,453)
Net capital assets being depreciated	16,923,156	983,919	-	17,907,075
Total Capital Assets	\$ 23,387,167	\$ 1,043,841	\$ -	\$ 24,431,008



## Appendix B

Below is a projection of the General Fund activity for the Plan period and recap of assumptions used. No growth in the number of homes, assessed home value, or average home value was assumed with the intent to provide a conservative future fund projection.

	Budget	Projected Before Capital Improvements				
	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
<i>General Fund Financial Activity</i>						
<b>Revenues</b>	6,983,356	6,997,174	6,850,073	6,906,032	6,963,945	6,921,990
<b>Expenditures</b>	5,148,923	5,358,197	5,409,607	5,674,692	5,952,897	6,142,979
<b>Expenditures</b>	1,834,433	1,638,977	1,440,466	1,231,340	1,011,048	779,010
Transfers In	30,000	30,000	30,000	30,000	30,000	30,000
Transfers Out	(1,825,000)	(1,825,000)	(1,825,000)	(1,825,000)	(1,825,000)	(1,825,000)
<b>Net Change in Fund Balance (Before CIP Activity)</b>	39,433	(156,023)	(354,534)	(563,660)	(783,952)	(1,015,990)
<i>General Fund Balance</i>						
<b>Non Restricted Funds</b>	6,904,507	6,748,484	6,393,949	5,830,289	5,046,337	4,030,347
Expenses)	5,148,923	5,358,197	5,409,607	5,674,692	5,952,897	6,142,979
<b>Projected Growth</b>						
<b># New Properties</b>	-	-	-	-	-	-
<b>Assessed Value</b>	0%	0%	0%	0%	0%	0%
<b>Average Home Value</b>	0%	0%	0%	-	-	-
<b>Expenses</b>	5%	5%	5%	5%	5%	5%
<b>Other Revenues</b>	3%	3%	3%	3%	3%	3%
<i>Values and Related Tax</i>						
<b>Assessed Value</b>	1,698,917,381	1,698,917,381	1,698,917,381	1,698,917,381	1,698,917,381	1,698,917,381
Average Home Value	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Average Home Tax Burden	3,227	3,210	3,092	3,092	3,092	3,031
% Change						
<b>Tax Rate (NNR Projected)</b>	0.322680	0.321036	0.309188	0.309174	0.309151	0.303121
M&O	0.302978	0.303121	0.303121	0.303121	0.303121	0.303121
I&S (adjusted w/ debt)	0.019702	0.017915	0.006067	0.006053	0.006030	-

## Proprietary Fund activity for the Plan period and recap of assumptions used.

		Projected					
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
<b>Proprietary Fund Financial Activity</b>		<i>Projected before Capital Improvements</i>					
<b>Revenues</b>		6,008,200	6,571,580	7,189,988	7,868,880	8,614,257	9,432,720
Water & Sewer		5,432,200	5,975,420	6,572,962	7,230,258	7,953,284	8,748,612
Sanitation		576,000	596,160	617,026	638,621	660,973	684,107
<b>Expenses</b>		5,265,717	5,792,289	6,371,518	7,008,669	7,709,536	8,480,490
Operating Income		742,483	779,291	818,470	860,210	904,721	952,230
Non-Operating Revenue(Expense)							
Income Before Transfers		742,483	779,291	818,470	860,210	904,721	952,230
Capital Contributions							
Transfers		(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)
Change in Net Position		662,483	699,291	738,470	780,210	824,721	872,230
Change in Net Investment In Capital Assets							
Net Change in Net Position (Restricted & Unrestricted)		662,483	699,291	738,470	780,210	824,721	872,230
<b>Net Position (Restricted &amp; Unrestricted)</b>							
Ending		9,598,526	10,297,817	11,036,287	11,816,498	12,641,219	13,513,449
<b>Minimum Fund Balance (12 Mo)</b>							
<b>Expenses</b>		5,265,717	5,792,289	6,371,518	7,008,669	7,709,536	8,480,490
Remaining Funds		4,332,809	4,505,529	4,664,770	4,807,828	4,931,682	5,032,959
<b>Projected Growth</b>							
Revenues			3.5%	3.5%	3.5%	3.5%	3.5%
Water Rates			10.0%	10.0%	10.0%	10.0%	10.0%
Expenses			5.0%	5.0%	5.0%	5.0%	5.0%
Average Home Usage							
Purchased Water Usage							
Purchased Water Cost							
Depreciation							
Debt Service		556,478	554,945	552,645	551,755	551,452	550,539

## Revision History

Revision 1.0	Initial Release
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## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council & Staff
Fund Balance-before expenditure:	Prepared by:	City Attorney Stanphill
Estimated Cost:	Date Prepared:	April 9, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution</a></li> <li>2. <a href="#">Standard Agreement for Engineering Related Professional Services</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-785 AUTHORIZING EXECUTION OF A STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES WITH THE CITY'S ENGINEER, BIRKHOFF, HENDRICKS & CARTER, LLP, RELATED TO THE WATER LINE RELOCATION AND IMPROVEMENTS ON DUBLIN ROAD, AND AUTHORIZING EXECUTION OF ANY NECESSARY AND RELATED DOCUMENTS. [POSTPONED 2024 0319]

### SUMMARY

Council authorized staff to obtain a scope of services for engineering services performed by the City's Engineer, Birkhoff, Hendricks & Carter, LLP, and estimated probable costs related to the water line relocation and improvements on Dublin Road at its February 6, 2024, Council Meeting. This agreement is only for the engineering costs and is broken into three phases. This is not putting a contract in place to go out to bid, as that will come after the engineering. The funding for Phase 1, 2, and 3 engineering will be paid out of CLFRF (federal funds). Council can subsequently decide what phase(s) they wish to bid out in the future after the full engineering is done. It has been staffs intention to at least complete Phase 1 of the project using CLFRF funds. Future phases will be decided by City Council and the funding mechanism at that time could be using reserves to cover any gaps or issue debt to cover those costs associated with the project.

The City's Engineer has completed the City's Standard Agreement for Engineering Related Professional Services and exhibits reflecting the estimates of probable costs for the multi-phased project which is attached as Exhibit A to the Resolution included with this item.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024



**RESOLUTION NO. 2024-785**

*(Dublin Rd Water Line Project Professional Engineering Services Agreement)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING THE TERMS AND CONDITIONS OF THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT OF THE CITY OF PARKER AND BIRKHOFF, HENDRICKS & CARTER FOR WATER LINE RELOCATION AND IMPROVEMENTS ON DUBLIN ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council deems it in the best interest of the citizens of the City of Parker to have the Dublin Road water line relocation and related improvements performed, and

**WHEREAS**, upon receiving City Council authorization, staff obtained a scope of services for engineering services performed by the City's Engineer, Birkhoff, Hendricks & Carter, LLP, and estimated probable costs related to the water line relocation and related improvements on Dublin Road; and

**WHEREAS**, the City of Parker finds that the terms and conditions of the agreement attached hereto as Exhibit A are in the public interest and should be approved;

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

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

**SECTION 2.** The terms and conditions of the Agreement are approved.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 23rd day of April 2024.

**CITY OF PARKER:**

\_\_\_\_\_  
Lee Pettle, Mayor

**ATTEST:**

\_\_\_\_\_  
Patti Scott Grey, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Amy J. Stanphill, City Attorney

EXHIBIT A

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL  
SERVICES WITH BIRKHOFF, HENDRICKS & CARTER, LLP, RELATED TO THE  
WATER LINE RELOCATION AND IMPROVEMENTS ON DUBLIN ROAD

Proposed



## CITY OF PARKER, TEXAS

### STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Parker, a Texas Type A General Law municipality ("CITY"), and Birkhoff, Hendricks & Carter, L.L.P., authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Dublin Road Waterline Replacement – Project No. <CPN here>.

#### Article I Scope of Services

The Scope of Services is set forth in Attachment A. Negotiated changes to this Agreement, if any, are included in Attachment C.

#### Article II Compensation

The ENGINEER's compensation shall be in the amount up to two hundred fifty-two thousand six hundred and 00/100 dollars (\$252,600.00) as set forth in Attachment B. Payment shall be considered full compensation for all labor (including all benefits, overhead and markups), materials, supplies, and equipment necessary to complete the Services.

Engineer shall provide monthly invoices to City. The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in Attachment D to this AGREEMENT, to reasonably substantiate the invoices.

Payments for services rendered shall be made in accordance with the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Acceptance by Engineer of said payment shall release City from all claims or liabilities under this Agreement for anything related to, performed, or furnished in connection with the Services for which payment is made, including any act or omission of City in connection with such Services.

#### Article III Term

Time is of the essence. Unless otherwise terminated pursuant to Article VI. D. herein, this Agreement shall be for a term beginning upon the effective date, as described below, and shall continue until the expiration of the funds or completion of the subject matter contemplated herein pursuant to the schedule, whichever occurs first. Unless specifically otherwise amended, the original term shall not exceed five years from the original effective date.

## **Article IV Obligations of the Engineer**

### **A. General**

The ENGINEER will serve as the CITY's professional engineering representative under this Agreement, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

### **B. Standard of Care**

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and
- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

### **C. Designation of Engineer's Personnel**

- (1) The ENGINEER and CITY shall agree upon the designation of the ENGINEER's "Project Manager" prior to starting work on contract.
- (2) ENGINEER shall inform CITY in writing of a proposed change to their designated project manager prior to making the change or immediately upon receiving notification that the designated project manager is separating employment with the ENGINEER.
- (3) ENGINEER shall provide resumes to the CITY of the proposed replacement project manager(s), who shall have similar qualifications and experience as the outgoing person, for review and approval.

### **D. Subsurface Investigations**

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

#### **E. Preparation of Engineering Drawings**

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

#### **F. Engineer's Personnel at Construction Site**

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the contract documents, nor shall anything in the contract documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects

in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the contract documents, the ENGINEER shall inform the CITY.

- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the contract documents.

#### **G. Opinions of Probable Cost, Financial Considerations, and Schedules**

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

#### **H. Construction Progress Payments**

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

**I. Record Drawings**

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

**J. Right to Audit**

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this contract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this contract. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to reproduce such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of hard copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

**K. INSURANCE**

Engineer shall not commence work under this Agreement until it has obtained all insurance required under Attachment F and City has approved such insurance.

**L. Independent Consultant**

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

**M. Disclosure**

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this contract and prior to final payment under the contract.

**N. Asbestos or Hazardous Substances**

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

**O. Permitting Authorities - Design Changes**

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this Agreement was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this Agreement which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

**P. Schedule**

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment D to this AGREEMENT.

**Article V  
Obligations of the City**

**A. City-Furnished Data**

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

**B. Access to Facilities and Property**

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

**C. Advertisements, Permits, and Access**

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

**D. Timely Review**

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the project schedule prepared in accordance with Attachment D.

**E. Prompt Notice**

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

**F. Asbestos or Hazardous Substances Release.**

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the project.

**G. Contractor Indemnification**

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at the construction site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

**H. Contractor Claims and Third-Party Beneficiaries**

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this Agreement.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.



**I. Litigation Assistance**

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

**J. Changes**

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

## **Article VI General Legal Provisions**

**A. Authorization to Proceed**

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

**B. Reuse of Project Documents**

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

**C. Force Majeure**

CITY and ENGINEER shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to: acts of the public enemy, fires, strikes, lockouts, natural disasters, epidemics/pandemics, wars, riots, material or labor restrictions by any governmental authority and/or any other similar causes.

**D. Termination**

- (1) This AGREEMENT may be terminated
  - a.) by the City for its convenience upon 30 days' written notice to ENGINEER.
  - b.) by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.
- (2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:
  - a.) Reasonable cost of reproduction or electronic storage of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
  - b.) The reasonable time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.
- (3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all projected termination expenses. The CITY'S approval shall be obtained in writing prior to proceeding with termination services.

**E. Suspension, Delay, or Interruption to Work**

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

**F. Indemnification**

**The ENGINEER shall indemnify or hold harmless the CITY against liability for any damage committed by the ENGINEER or ENGINEER's agent, consultant under contract, or another entity over which the ENGINEER exercises control to the extent that the damage is caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier. CITY is entitled to recover its reasonable attorney's fees in proportion to the ENGINEER's liability.**

**G. Assignment**

ENGINEER shall not assign all or any part of this AGREEMENT without the prior written consent of CITY.

**H. Jurisdiction**

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Collin County, Texas.

**I. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Articles V.F., VI.B., VI.D., VI.F., VI.H., and VI.I. shall survive termination of this AGREEMENT for any cause.

**J. Observe and Comply**

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER agrees to defend, indemnify and hold harmless CITY and all of its officers, agents and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.**

**K. Contract Construction/No Waiver**

The parties acknowledge that each Party and, if it so chooses, its counsel, have reviewed and revised Agreement and that the normal rule of contract construction, to the effect that any ambiguities are to be resolved against the drafting party, must not be employed in the interpretation of Agreement or any amendments or exhibits hereto.

The failure of CITY or ENGINEER to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of CITY's or ENGINEER's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

#### **L. Immigration Nationality Act**

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this Agreement for violations of this provision by ENGINEER.

#### **M. Prohibition On Contracts With Companies Boycotting Israel**

ENGINEER unless a sole proprietor, acknowledges that in accordance with Chapter 2271 of the Texas Government Code, if ENGINEER has 10 or more full time-employees and the contract value is \$100,000 or more, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, ENGINEER certifies that ENGINEER'S signature provides written verification to the City that if Chapter 2271, Texas Government Code applies, ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

#### **N. Prohibition on Boycotting Energy Companies**

ENGINEER acknowledges that in accordance with Chapter 2276 of the Texas Government Code, the CITY is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more, which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the

meaning ascribed to those terms by Chapter 2276 of the Texas Government Code. **To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, ENGINEER certifies that ENGINEER's signature provides written verification to the CITY that ENGINEER: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

**O. Prohibition on Discrimination Against Firearm and Ammunition Industries**

ENGINEER acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, the CITY is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate," "firearm entity" and "firearm trade association" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code. **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, ENGINEER certifies that ENGINEER's signature provides written verification to the CITY that ENGINEER: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services
- Attachment B - Compensation
- Attachment C - Amendments to Standard Agreement for Engineering Services
- Attachment D - Project Schedule
- Attachment E - Location Map
- Attachment F - Insurance Requirements

Signatures and Attachments follow.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date last written below by their respective officers thereunto duly authorized.

BY:  
CITY OF PARKER, TEXAS

BY:  
ENGINEER  
Birkhoff, Hendricks & Carter, L.L.P.

\_\_\_\_\_  
Lee Pettie  
Mayor

\_\_\_\_\_  
Craig Kerkhoff, P.E.  
Managing Partner

Date: \_\_\_\_\_  
ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Patti Scott Grey  
City Secretary

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
Amy J. Stanphill  
City Attorney

**Attachment "A"**  
**ENGINEERING SERVICES**  
**Dublin Road Waterline Replacement**

**Part I. DESIGN**

**1) Alignment Study**

a) Develop Alternative Alignments

Develop workable horizontal alignments for the distribution water line sections shown in subsection c & d. Alternatives will be prepared utilizing the City's aerial mapping, plat and abstract information. No field surveys.

b) Evaluate Alternatives

Review and evaluate alternatives with City staff.

**Phase I: Parker Road to Dublin Creek**

c) <u>Line No.</u>	<u>Line Size</u>	<u>Approximate Length</u>
Line 1024	8-Inch	1,225 L.F.
Line 1024A	8-Inch	1,710 L.F.
Line 1023	8-Inch	820 L.F.
Line 1022	8-Inch	905 L.F.
Ridgeview Connection	8-Inch	<u>20 L.F.</u>
Total Phase I:		4,680 L.F.

**Phase II: Betsy to South City Limit**

d) <u>Line No.</u>	<u>Line Size</u>	<u>Approximate Length</u>
Line P1007	8-Inch	1,060 L.F.
Line P1006	8-Inch	1,300 L.F.
Line P1005	8-Inch	1,290 L.F.
Line P1002	8-Inch	1,090 L.F.
Line P1001	8-Inch	<u>1,075 L.F.</u>
Total Phase II:		5,815 L.F.

**Phase III: Bluffs to Dublin Connector**

e) <u>Line No.</u>	<u>Line Size</u>	<u>Approximate Length</u>
Connector	8-Inch	<u>2,600 L.F.</u>
Total Phase III:		2,600 L.F.

**Total All Lines: (Phase I, II, III)                      13,095 L.F.**

**2) Preliminary Plans**

- a) Submit preliminary plans at 60% and 90% for review and input.
- b) Prepare preliminary waterline plans based on one selected alignment.
  - Establish horizontal alignment.
  - Establish vertical alignment.
- c) Develop sequence for connection to existing system at cross streets.
- d) Work with affected utilities such as Water, Gas, Telephone, Cable TV, and Electric to obtain information for horizontal and vertical data for their facilities. Identify which utilities must be protected or relocated.
- e) Prepare Cover Sheet location map and sheet index.
- f) Prepare Coordinate Control sheet.
- g) Prepare pavement replacement plan and repair cross section.
- h) Prepare General Notes.
- i) Plot franchise utility facilities from DigTESS flagging in plan view.
- j) Notify City of number and location of requested soil borings for City Geotechnical Engineer to complete.
- k) Notify City of locations for pot holing of existing city and franchise utility underground facilities for City Sue Contractor to complete.
- l) Coordinate with NTMWD on their facilities along Dublin Road.



- m) Prepare preliminary outline of specifications and contract documents. Specifications and contract documents will utilize NCTCOG Standard Specifications as the base. Submit at 60% submittal.
- n) Develop preliminary opinion of probable construction cost at 90%. Submit opinion of cost at 90% submittal.
- o) Include standard details in 90% plan set.
- p) Prepare erosion control plans in 90% plan set.
- q) Submit two sets of preliminary plans to the City for review at 60% and 90%.
- r) Meet with the City to discuss preliminary plans and specifications.
- s) Distribute the preliminary plans to local utility companies at 60% and obtain information regarding impacts to their facilities based on these plans.

## **Part II. FINAL PLANS**

- A. Revise preliminary plans incorporating comments from the City.
- B. Incorporate comments from the utility companies.
- C. Design appurtenances such as special connections, details, etc.
- D. Prepare final quantity take-off and formulate opinion of probable construction cost based on final plans. No financial analysis or economic feasibility projections are included.
- E. Finalize construction plans, specifications, proposal and bid schedule, and bidding documents.
- F. Submit two sets of final bid documents including bid proposal forms, construction plans, specifications, and contract documents.

**Part III. BIDDING PHASE**

Project will be bid as one package with three phases. City will have option to select one or more phases to a single contractor.

- A. Assist the City staff in advertising for bids. This will include Birkhoff, Hendricks & Carter, L.L.P. posting electronic "Notice to Contractors" on Civcast. City will have Notice published in local newspaper. City will pay for cost of advertising in local newspaper.
- B. Upload electronic copy of bidding documents to Civcast site.
- C. Provide bidding documents to City of Parker.
- D. Assist the City during opening of bids and provide bidding tally sheets. Complete check of bids.
- E. Provide bid tabulation to City and post tabulation on Civcast site in electronic format.
- F. Formulate opinion from information received from Contractor and provide the City a recommendation for award of a construction contract. Transmit recommendation letter in electronic format.

**Part IV. CONSTRUCTION PHASE**

- A. Prepare and process construction contracts having both contractor and City execute contracts.
- B. Furnish eight sets of prints of the final plans and specifications to the City for construction use by the City and Contractor at pre-construction meeting.
- C. Attend a Pre-Construction Conference, including preparing an Agenda.
- D. Review shop drawings and other submittal information, which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the

necessity to construct a complete and workable facility in accordance with the Contract Documents. Shop drawing review will be completed electronically between all parties.

- E. Provide written responses to requests for information or clarification to City or Contractor. Response will be sent electronically.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work. Change order and changed sheets will be transmitted electronically.
- G. Make periodic site visits during construction as the project requirements dictate. Site visits to be made at the request of the City. Seven visits included. This includes coordination meetings between the City and Contractor to address problems. On-site safety precautions, programs and responsibility are the responsibility of the City's construction contractor. Contractor is responsible for their means and methods to construct the project.
- H. Review monthly pay request from information obtained in the field, prepare formal pay request with recommendation for payment to the City. Transmittal will be electronically sent. No site visits will be made. Progress will be provided by City.
- I. Accompany the City during their final inspection of the project. Prepare and provide Contractor City's punch list. Transmittal will be electronically sent.
- J. Prepare Record Drawings. Utilizing on-site representative and Contractor construction record information, consultant will prepare one set of 11"x 17" reproducible record drawings on paper and one set of electronic image files in .TIFF or .PDF format. No certification that construction contractor work is in accordance with the plans and specifications.

## **Part V. ADDITIONAL SERVICES**

- A. Design Surveys – complete Topographic Surveys along new waterline routes. Survey will include edge of road and topography on side of road waterline will be placed.
- B. Complete field surveys to attempt to locate and to set iron pins at easements.

- C. Preparation of Metes & Bound Descriptions and exhibit for easements that will be required. Ten (10) easement descriptions are included for the purpose of establishing a budget for this phase of work. Documents will be sealed, signed and dated by a Registered Professional Land Surveyor in the State of Texas. Acquisition is not included.
- D. Printing of plans and specifications for review and construction purposes.

## **Park VI. EXCLUSIONS**

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Contractor's means and methods.
- C. Environmental clean-up
- D. Environmental impact statements and assessments.
- E. Fees for permits or advertising.
- F. Fiduciary responsibility to the City.
- G. On-site safety precautions, programs and responsibility (Contractor's Responsibility).
- H. Phasing of Contractor's work.
- I. Preliminary Engineering Reports
- J. Quality control and testing services during construction.
- K. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- L. Services in connection with condemnation hearings.
- M. Traffic Engineering Studies and Reports
- N. Title searches.
- O. Trench safety designs.

**Attachment "B"**  
**COMPENSATION**  
**PROFESSIONAL ENGINEERING SERVICES**  
**Dublin Road Waterline Replacement**

**PART I. BASIC SERVICES**

Payment for Part I - Basic Services, Part II - Bidding Phase, and Part III - Construction Phase, described under Design, Bidding and Construction Administration, shall be on a **Lump Sum Basis** in the following Amounts:

Design Phase .....	\$175,600.00
Bidding Phase .....	\$ 5,000.00
Construction Phase .....	<u>\$ 12,000.00</u>
<b>Total: Basic Services Lump Sum Fee:</b>	<b>\$192,600.00</b>

Opinion Of Probable Construction Cost: \$2,438,000.00

**PART II. ADDITIONAL SERVICES**

For the Additional Services described in Part IV we propose to be compensated on a salary cost basis times a multiplier of 2.40, with expenses at actual invoice cost times 1.15. The two-man survey crew will be billed at a crew rate of \$185 per hour. Automobile mileage for additional services will be invoiced at \$0.50 per mile.

Design Surveys .....	\$ 13,500.00
Easement Surveys .....	\$ 3,500.00
Preparation of Plat & Field Note Descriptions (12-each) .	\$ 42,000.00
Printing of Plans & Specifications .....	\$ 1,000.00
<b>Total: Additional Service Not to Exceed Amount:</b>	<b>\$60,000.00</b>

**TOTAL CONTRACT NOT TO EXCEED ..... \$252,600.00**

**Attachment "C"**  
**AMENDMENTS TO STANDARD AGREEMENT FOR ENGINEERING SERVICES**  
**Dublin Road Waterline Replacement**

(1) Mailing of Notices

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

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

With Copy To: Ms. Amy Stanphill  
 City Attorney  
 City of Parker  
 5700 E. Parker Rd.  
 Parker, Texas 75002  
 Phone: (972) 442-4105  
[astanphill@parkertexas.us](mailto:astanphill@parkertexas.us)

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

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

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

(2) Land Survey Contact Information

**Texas Board of Professional Land Surveying Contact Information**

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.

**Attachment "C" (continued)**  
**AMENDMENTS TO STANDARD AGREEMENT FOR ENGINEERING SERVICES**  
**Dublin Road Waterline Replacement**

(3) Services to be Provided by the City:

a.) Land Rights Acquisition

Land Rights Acquisition Services in connection with contacting and negotiating with affected landowners where rights-of-ways and/or easements are required.

b.) Sue Level I Services

Pothole existing waterlines or other utilities as necessary and when City is unable to locate.

c.) Geotechnical Investigation and Pavement Design

Geotechnical - Soil borings to extend five (5) to eight (8) feet. Five soil borings to be taken. Pavement design will be included for repairs to Dublin Road.

**Attachment "D"**  
**PROJECTED COMPLETION SCHEDULE**  
**Dublin Road Waterline Replacement**

Notice to Proceed from City.....March 25, 2024

Submit Preliminary Plans to City.....June 28, 2024

Submit Field Notes and Exhibits.....July 17, 2024

Complete Final Plans & Bidding Documents.....August 30, 2024

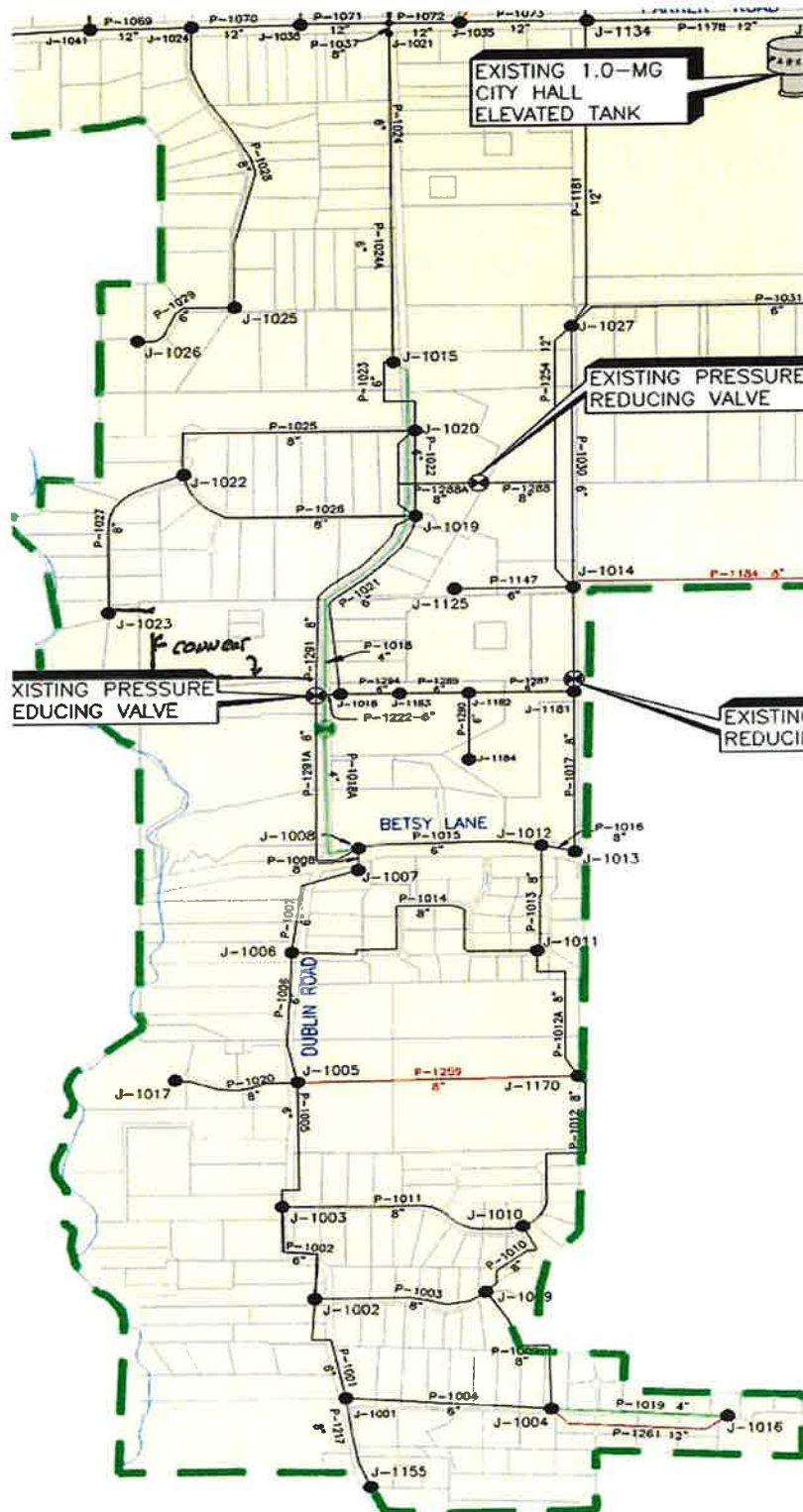
Advertise Project for Bids.....September 2024

Construction Phase .....November 2024 – April 2025



## Attachment "E"

### LOCATION MAP



**Attachment "F"**  
**INSURANCE REQUIREMENTS**  
**Dublin Road Waterline Replacement**

**Insurance**

- (1) Engineer shall not commence work under this Agreement until it has obtained all insurance required under this Article and the City has approved such insurance, nor shall Engineer allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been so obtained and approval given by the City; provided, however, Engineer may elect to add any subconsultant as an additional insured under its liability policies.

Commercial General Liability  
 \$1,000,000 each occurrence  
 \$1,000,000 aggregate

Automobile Liability  
 \$1,000,000 each accident (or reasonably equivalent limits of coverage if written on a split limits basis). Coverage shall be on any vehicle used in the course of the Project.

Worker's Compensation  
 Coverage A: statutory limits  
 Coverage B: \$100,000 each accident  
 \$500,000 disease - policy limit  
 \$100,000 disease - each employee

- (2) Additional Insurance Requirements
- a. Except for employer's liability insurance coverage under Engineer's worker's compensation insurance policy, the City, its officers, employees and servants shall be endorsed as an additional insured on Engineer's insurance policies.
  - b. Certificates of insurance shall be delivered to the City Administrator's Office, 5700 E. Parker Rd, Parker, Texas 75002 prior to commencement of work.
  - c. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.

- d. Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.
- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- f. Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- g. Workers' compensation insurance policy(s) covering employees employed on the Project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- h. City shall not be responsible for the direct payment of insurance premium costs for Engineer's insurance.
- i. Engineer's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- j. In the course of the Agreement, Engineer shall report, in a timely manner, to the City Administrator's office, any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- k. Engineer's liability shall not be limited to the specified amounts of insurance required herein.
- l. Upon the request of City, Engineer shall provide complete copies of all insurance policies required by these Agreement documents.



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council & Staff
Fund Balance-before expenditure:	Prepared by:	City Attorney Stanphill
Estimated Cost:	Date Prepared:	April 9, 2024
Exhibits:	1. <a href="#">Proposed Resolution</a>	

### AGENDA SUBJECT

CONSIDERATION AND APPROPRIATE ACTION ON ADOPTION OF RESOLUTION NO. 2024-788 ESTABLISHING TML NEWLY ELECTED CITY OFFICIALS' ORIENTATION TRAINING REQUIREMENTS FOR NEWLY ELECTED OR APPOINTED COUNCILMEMBERS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

### SUMMARY

Section 552.012 of the Texas Government Code requires public officials to receive training in the requirements of the Public Information Act ("PIA") within 90 days of taking the oath of office or otherwise assuming the responsibilities of office.

Section 551.005 of the Texas Government Code requires members of a governmental body to participate in education training sessions covering the Texas Open Meetings Act ("TOMA") within 90 days of taking the oath of office or otherwise assuming the responsibilities of office.

The Texas Municipal League ("TML"), of which the City of Parker is a member, offers a comprehensive training program currently titled, ***TML Newly Elected City Officials' Orientation***, for newly elected city officials and adoption of this Resolution would establish the City Council's determination that in addition to the PIA and TOMA required training, newly elected or appointed councilmembers would benefit from attending the ***TML Newly Elected City Officials' Orientation***, or any successor training program offered by TML, within 90 days of taking the oath of office.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024

**RESOLUTION NO. 2024-788**  
**(New Councilmember Training)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS ESTABLISHING TML NEWLY ELECTED CITY OFFICIALS' ORIENTATION TRAINING REQUIREMENTS FOR NEWLY ELECTED OR APPOINTED COUNCILMEMBERS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 552.012 of the Texas Government Code, requires public officials to receive training in the requirements of the Public Information Act ("PIA") within 90 days of taking the oath of office or otherwise assuming the responsibilities of office; and

**WHEREAS**, Section 551.005 of the Texas Government Code requires members of a governmental body to participate in education training sessions covering the Texas Open Meetings Act ("TOMA") within 90 days of taking the oath of office or otherwise assuming the responsibilities of office; and

**WHEREAS**, the Texas Attorney General provides training videos online that satisfy the PIA and TOMA training requirements; and

**WHEREAS**, the Texas Municipal League ("TML"), of which the City of Parker is a member, offers a comprehensive training program currently titled, *TML Newly Elected City Officials' Orientation*, for newly elected city officials; and

**WHEREAS**, the City Council has determined that in addition to the PIA and TOMA required training, newly elected or appointed councilmembers would benefit from attending the *TML Newly Elected City Officials' Orientation*, or any successor training program offered by TML, within 90 days of taking the oath of office.

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

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

**SECTION 2.** Newly elected or appointed councilmembers must attend the TML Newly Elected City Officials' Orientation, or any successor training program offered by TML, within 90 days of taking the oath of office.

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

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective immediately from and after its passage.

**DULY RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 23RD DAY OF APRIL 2024.**

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

\_\_\_\_\_  
Amy J. Stanphill, City Attorney



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Administration
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Attorney Stanphill
Estimated Cost:	Date Prepared:	April 12, 2024
Exhibits:	1. <a href="#">Proposed Resolution</a> 2. <a href="#">Copy of Sections 97.11 and 97.14 of the Code of Ordinances</a>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-789 SUSPENDING CERTAIN PARK RULES APPLICABLE TO THE PRESERVE, A CITY PARK, PURSUANT TO SECTIONS 97.11 AND 97.14 OF THE PARKER CODE OF ORDINANCES FOR THE CONCERT IN THE PRESERVE ON SATURDAY, MAY 11, 2024, FROM 5:00 P.M. TO 9:00 P.M., UPON SATISFYING CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

### SUMMARY

Concert in the Preserve is set to be held in The Preserve on Saturday, May 11, 2024, from 6:00 p.m. to 8:00 p.m. Live music, and food and drink vendors are expected to be part of the event. Because The Preserve is a City park, generally the Park Rules found in Section 97.11 of the Parker Code of Ordinances would apply. Several of these Rules would prohibit the expected event and/or vendors. These Rules include:

“... (1) No motorized vehicles, except for wheelchairs for the disabled, are allowed in any park, trail, or sidewalk, except within designated parking areas...

...(10) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device...

...(11) To sell or offer for sale any food, drinks, confections, merchandise, or services...

... (19) To park or operate any truck-tractor, trailer, semitrailer, pole-trailer in a park facility parking lot at any time...

... (22) To advertise, solicit, and/or conduct a business in the park in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park, or involved more than 2 representatives of the business, or which occurs for more than 1 hour in any 3-day period...[and]

...(24) To use or operate mechanical or amplified music, sound or voice.”

Subsection (B) of 97.11 allows the City to approve the waiver of Park Rules for good cause. Further, Section 97.14 states that City sponsored events or use of park facilities may be exempt from the Park Rules as reasonably necessary for the operation of the event.

The proposed resolution would waive the six rules itemized above between the hours of 5:00 p.m. and 9:00 p.m. for the set-up, operation, and clean-up of Concert in the Preserve 2024.

**POSSIBLE ACTION**

Approve the Resolution or  
Reject the proposed Resolution.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/XX/2024
City Administrator:	<i>Luke B. Olson</i>	Date:	04/XX/2024



**RESOLUTION NO. 2024-789**  
*(Park Rules Suspension for Concert in the Preserve 2024)*

**A RESOLUTION SUSPENDING CERTAIN PARK RULES APPLICABLE TO THE PRESERVE, A CITY PARK, PURSUANT TO SECTIONS 97.11 AND 97.14 OF THE PARKER CODE OF ORDINANCES FOR THE CONCERT IN THE PRESERVE ON SATURDAY, MAY 11, 2024, FROM 5:00 P.M. TO 9:00 P.M., UPON SATISFYING CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Parker, Texas (the City) through the Parks and Recreation Commission (“P&R”) will host the Concert in the Preserve event on Saturday, May 11, 2024, as a community event (the “Event”); and

WHEREAS, P&R has requested that they be allowed to have vendors at the event to sell food, drink, confections, merchandise, and/or services at the Event; and

WHEREAS, P&R has also requested that a live band be allowed to play amplified music at the Event; and

WHEREAS, Section 97.11(A) of the Parker Code of Ordinances states, in part, that the following activities are unlawful in the limits of a City park:

“... (1) No motorized vehicles, except for wheelchairs for the disabled, are allowed in any park, trail, or sidewalk, except within designated parking areas...

... (10) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device...

... (11) To sell or offer for sale any food, drinks, confections, merchandise, or services...

... (19) To park or operate any truck-tractor, trailer, semitrailer, pole-trailer in a park facility parking lot at any time...

... (22) To advertise, solicit, and/or conduct a business in the park in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park, or involved more than 2 representatives of the business, or which occurs for more than 1 hour in any 3-day period...[and]

... (24) To use or operate mechanical or amplified music, sound or voice.” ; and

WHEREAS, pursuant to Section 97.11(B) of the Parker Code of Ordinances, the City may approve in advance the waiver of park rules for good cause; and

WHEREAS, Section 97.14 of the Parker Code of Ordinances states that “City sponsored events or use of park facilities may be exempt from all or a portion of the provisions of § 97.11 as is reasonably necessary for operation of the event”; and

WHEREAS, the City Council deems it in the public interest and that good cause has been shown to waive the six rules specified above for and during the Event on Saturday, May 11, 2024, from 5:00 PM to 9:00 PM so long as certain conditions are met.

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

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

**Section 2.** Subject to the following conditions, Sections 97.11(A)(1), (10), (11), (19), (22), and (24) are hereby waived for the Event, on Saturday, May 11, 2024, from 5:00 PM to 9:00 PM, to be held at the Preserve, located at 5700 E. Parker Road, Parker, Texas 75002:

1. The Parks & Recreation Commission shall be responsible for rental of any booth or space necessary by vendors.
2. Vendors at the event shall abide by all laws, resolutions, rules, and regulations, and shall be responsible to obtain any temporary license(s) and permit(s) necessary for the selling of their respective items, including but not limited to, alcoholic beverages.
3. Any vendor must agree to indemnify the City of Parker against any liability incident to the selling of their respective products at the Event.

**Section 3.** This Resolution shall be effective upon passage and approval.

**DULY RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 23RD DAY OF APRIL 2024.**

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

\_\_\_\_\_  
Amy J. Stanphill, City Attorney

## § 97.11 UNLAWFUL ACTS.

(A) Within the limits of any city park, or designated city open space, it shall be unlawful for any person to do any of the acts hereinafter specified, except as may be otherwise provided:

(1) No motorized vehicles, except for wheelchairs for the disabled, are allowed in any park, trail, or sidewalk, except within designated parking areas.

(2) To damage, move, alter, cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, equipment, or other structure, apparatus or property, or to pluck, pull up, cut, take, or remove any shrub, bush, plant or flower, or to mark or write upon, paint, or deface in any manner, any building, monument, fence, bench, equipment or other structure;

(3) To cut or remove any wood, turf, grass, soil, rock, sand, gravel, or fertilizer;

(4) To make or kindle a fire except in picnic stoves, braziers, fire pits, or designated areas provided for that purpose;

(5) To place, abandon, or leave garbage, cans, bottles, papers, or other refuse in any park except in proper waste receptacles;

(6) To participate or engage in any activity in any park area when such activity will create a danger to the public or may be considered a public nuisance;

(7) To camp overnight, without written permission of the City Administrator or Mayor;

(8) To possess or consume any alcoholic beverage;

(9) To disturb in any manner any picnic, meeting, service, concert, exercise, or exhibition;

(10) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device;

(11) To sell or offer for sale any food, drinks, confections, merchandise, or services.

(12) To place or dump any trash, refuse, solid waste, grass clippings, leaves, or other objectionable or unsightly matter in any park; and/or

(13) To conduct or participate in any tournament, camp, or organized sporting activity which has not been specifically authorized by the City Administrator or Mayor or which conflicts with a scheduled activity or event authorized by the City Administrator or Mayor.

(14) To carry a firearm, except those persons who are peace officers or are duly licensed by the State of Texas to carry a concealed handgun in accordance with the provisions of the Texas Concealed Handgun License Laws, as amended.

(15) To discharge firearms, fireworks, BB guns, air guns, bow and arrow, sling shots, blow guns, rockets, or paint ball guns.

(16) To swim, bathe, wade in or pollute the water of any fountain, pond, lake or stream.

(17) To remain, stay or loiter in the area of the park between the hours of 11:00 p.m. and 5:00 a.m. inclusive, every day of the week.

(18) To enter into/onto the wooden structure in the Preserve known as the “Barn,” including its loft, stairs, roof; and/or all other structures or areas as restricted by signage.

(19) To park or operate any truck-tractor, trailer, semitrailer, pole-trailer in a park facility parking lot at any time.

(20) For the owner or person with possession or custody of a domestic animal to allow the animal to defecate in the park without immediate removal and disposal of such feces in proper waste receptacles.

(21) To discard, abandon, litter, or break any glass container. No glass beverage containers are permitted in the park.

(22) To advertise, solicit, and/or conduct a business in the park in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park, or involves more than 2 representatives of the business, or which occurs for more than 1 hour in any 3-day period.

(23) To use or operate any gas operated remote controlled airplanes; boat, car, drone or other motorized, model device, including radio-controlled devices such as helicopters; parasail, hang glider or hot air balloons, in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park.

(24) To use or operate mechanical or amplified music, sound or voice.

(B) One or more of the rules above may be waived for good cause, in advance, by the city, upon written request by an applicant.

(Ord. 608, passed 2-27-2007; Am. Ord. 722, passed 1-20-2015) Penalty, see § [97.99](#)

## **§ 97.14 CITY-SPONSORED EVENTS.**

City sponsored events or use of park facilities may be exempt from all or a portion of the provisions of § [97.11](#) as is reasonably necessary for operation of event.

(Ord. 608, passed 2-27-2007; Am. Ord. 722, passed 1-20-2015)



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council & Staff
Fund Balance-before expenditure:	Prepared by:	City Administrator Luke Olson
Estimated Cost:	Date Prepared:	April 9, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution</a></li> <li>2. <a href="#">Proposed Intersections for Stop Signs Exhibit</a></li> <li>3. <a href="#">Ordinance No 229.</a></li> <li>4. <a href="#">City Code Sections 70.15 and 70.99</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-790 AUTHORIZING THE FUTURE PLACEMENT OF STOP SIGNS SO THERE WILL BE THREE STOP SIGNS AT THE INTERSECTION OF DUBLIN & CREEKSIDE COURT, AND THREE STOP SIGNS AT THE INTERSECTION OF DUBLIN AND EDGEWATER COURT THEREBY CREATING A THREE-WAY STOP AT EACH INTERSECTION.

### SUMMARY

City Councilmember Noe requested an agenda item to consider the addition of stop signs at the intersections of Dublin and Creekside Court, and Dublin and Edgewater Court. Attached is a schematic of where those stop signs would be located. This would make each intersection a three-way stop.

Also attached is Parker Code of Ordinances Sections 70.15 & 70.99, and Ordinance No. 229.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024

**RESOLUTION NO. 2024-790**  
***(Stop Signs Creekside Ct & Edgewater Ct.)***

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS AUTHORIZING THE FUTURE PLACEMENT OF STOP SIGNS SO THERE WILL BE THREE STOP SIGNS AT THE INTERSECTION OF DUBLIN & CREEKSIDE COURT, AND THREE STOP SIGNS AT THE INTERSECTION OF DUBLIN & EDGEWATER COURT THEREBY CREATING A THREE-WAY STOP AT EACH INTERSECTION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City of Parker Ordinance No. 229, codified in the City of Parker Code of Ordinances as Section 70.15, with the related penalty provision in Section 70.99 establishes authority for stop signs; and

**WHEREAS**, a City of Parker Councilmember requested the future addition of stop signs at the intersections of Dublin and Creekside Court, and Dublin and Edgewater Court to create a three-way stop at each intersection as reflected on Exhibit “A” hereto; and

**WHEREAS**, the City Council has approved the future addition of stop signs at the intersections of Dublin and Creekside Court, and Dublin and Edgewater Court to create a three-way stop at each intersection.

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

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

**SECTION 2.** This Resolution authorizing the future addition of stop signs at the intersections of Dublin and Creekside Court, and Dublin and Edgewater Court to create a three-way stop at each intersection as reflected on Exhibit “A” hereto is hereby adopted by the City Council.

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

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective immediately from and after its passage.

**DULY RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 23RD DAY OF APRIL 2024.**

\_\_\_\_\_  
Lee Pettle, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

\_\_\_\_\_  
Amy J. Stanphill, City Attorney

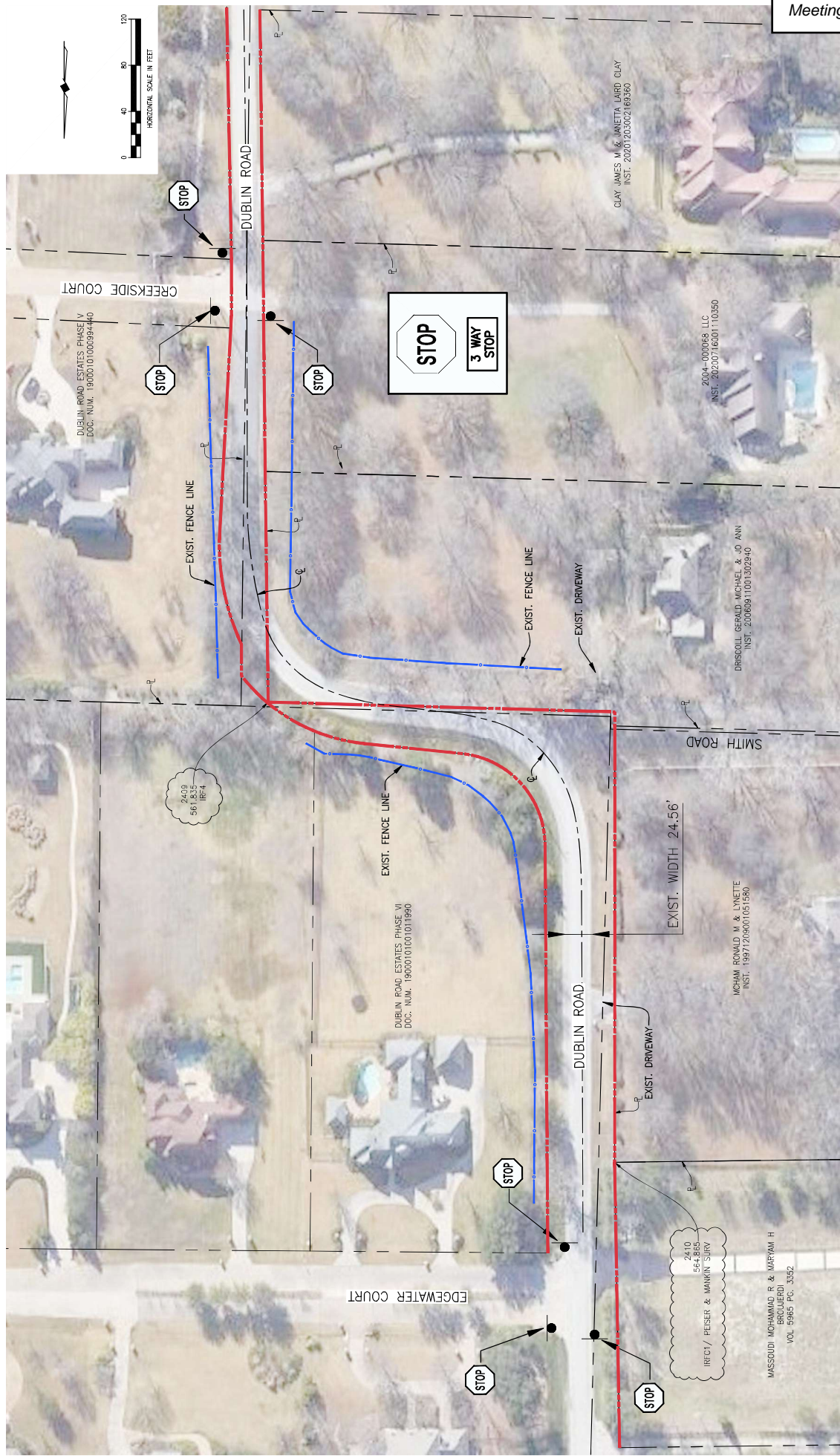
EXHIBIT A

SCHEMATIC OF PROPOSED FUTURE STOP SIGNS

THREE STOP SIGNS AT DUBLIN/CREEKSIDE CT. AND DUBLIN/EDGEWATER CT.

Proposed





These plans and related specifications are the property of Birkhoff, Hendricks & Carter, L.L.P. and are not to be used for any other project without the written consent of Birkhoff, Hendricks & Carter, L.L.P. The drawing is prepared to the best of the knowledge and belief of the engineer and is not a warranty or representation of the accuracy of the information contained herein. The engineer assumes no responsibility for the accuracy of the information contained herein. The engineer will not be held responsible for any errors or omissions in the drawing or for any consequences resulting therefrom.		BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TBPE Firm No. 526; TBPE S Firm No. 10031800 11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-5900	CITY OF PARKER, TEXAS DUBLIN ROAD S-CURVE ANALYSIS DUBLIN - PROPOSED 3 WAY STOP SIGN LAYOUT	BHS PROJECT NO. 4086-304 December 2022	SHEET #
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REVISED: 12/19/22 - JYORK H:\Projects\Parker\4086-304 EMBRT EXISTING.dwg PLOTTED BY: JEFF YORK ON 12/19/2022 PLOT SCALE: 1:2 PLOT STYLE: 11x17.dwt

ORDINANCE NO. 229

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, AUTHORIZING THE INSTALLATION OF STOP SIGNS IN THE CITY; REQUIRING OBEDIENCE TO SAID SIGNS; PROVIDING SPECIFICATIONS FOR SUCH SIGNS; RATIFYING ALL EXISTING SIGNS; PROVIDING FOR A PENALTY NOT TO EXCEED TWO HUNDRED DOLLARS (\$200) FOR EACH OFFENSE, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The City Marshal shall have the authority to place and maintain stop signs whenever he deems it necessary for the regulation of traffic of this City or under state law.

SECTION 2. All stop signs shall conform to the manual and specifications as approved by the State Highway Commission.

SECTION 3. Except when directed to proceed by a police officer, every driver of a vehicle approaching an intersection indicated by a stop sign shall stop before entering the crosswalk on the near side of the intersection or, in the event there is no crosswalk, shall stop at a clearly marked stop line, but if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection.

SECTION 4. All stop signs heretofore placed or erected by the City of Parker which are in use for the purpose of regulating, warning or guiding traffic are hereby affirmed, ratified and declared to be the official control devices, providing they are not inconsistent with the provisions of state law.

SECTION 5. In any prosecution for a violation of this ordinance, proof that any stop sign was actually in place on any street shall constitute prima facie evidence that the same is installed by the City Marshall pursuant to the authority of this ordinance.

SECTION 6. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction in Municipal Court shall be subject to a fine not to exceed TWO HUNDRED DOLLARS (\$200) for each offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

DULY PASSED by the City Council of the City of Parker,  
Texas, on the 17 day of July, 1979.

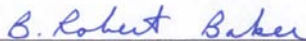
APPROVED:

  
MAYOR

ATTEST:

  
CITY SECRETARY

APPROVED AS TO FORM:

  
CITY ATTORNEY



## TRAFFIC RULES

### § 70.15 STOP SIGNS.

(A) The Chief of Police shall have the authority to place and maintain stop signs whenever he or she deems it necessary for the regulation of traffic of this city or under state law.

(B) All stop signs shall conform to the manual and specifications as approved by the State Highway Commission.

(C) Except when directed to proceed by a police officer, every driver of a vehicle approaching an intersection indicated by a stop sign shall stop before entering the crosswalk on the near side of the intersection, or, in the event there is no crosswalk, shall stop at a clearly marked stop line, but if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection.

(D) All stop signs heretofore placed or erected by the city which are in use for the purpose of regulating, warning, or guiding traffic are hereby affirmed, ratified, and declared to be the official control devices, provided they are not inconsistent with the provisions of state law.

(E) In any prosecution for a violation of this section, proof that any stop sign was actually in place on any street shall constitute prima facie evidence that the same is installed by the Chief of Police pursuant to the authority of this section.

(Ord. 229, passed 7-17-1979) [Penalty, see § 70.99](#)

### § 70.99 PENALTY.

(A) (1) Whenever in this title an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in this title the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is otherwise provided in this code of ordinances, the violation shall be punished by a fine not exceeding \$500; provided, however, that no penalty shall be greater or less than the penalty provided for the same or a similar offense of the laws of the state.

(2) Each day a violation of this code or of any ordinance continues shall constitute a separate offense.

(B) Any person violating any of the provisions of [§ 70.01](#) shall be deemed guilty of a misdemeanor, and, upon conviction in the Municipal Court of the city, shall be subject to a fine in an amount not to exceed the sum of \$200 for each offense.

(Ord. 382, passed 7-11-1995)

(C) Any person violating any of the provisions of [§ 70.15](#) shall be deemed guilty of a misdemeanor, and, upon conviction in Municipal Court, shall be subject to a fine not to exceed \$200 for each offense.

(D) Any person violating any of the provisions of § [70.16](#) shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not more than \$200 for each offense plus court and state costs.

(Ord. 229, passed 7-17-1979; Am. Ord. 584, passed 12-13-2005)



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	April 8, 2024
Exhibits:	<b><u>None</u></b>	

### AGENDA SUBJECT

#### UPDATE(S):

FM2551  
 WEBSITE  
 COMP PLAN  
 POLICE VEHICLES  
 REPORT RFQ ENGINEERING RESPONSES  
 FENCES IN EASEMENTS (City Administrator Olson)  
 ANY ADDITIONAL UPDATES  
 MONTHLY/QUARTERLY REPORTS  
[March 2024 - Building Permit /Code Report](#)  
[March 2024 – Court Report](#)  
[March 2024 – Finance \(monthly financials\) Report](#)  
[February / March 2024 – Police Report](#)  
[March 2024 – Republic Services Inc., dba Allied Waste Services of Plano](#)

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	April 8, 2024
Exhibits:	<b><u>None</u></b>	

### AGENDA SUBJECT

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

Murphy Dental and Implant Center donated snacks valued at \$20 to the Police Department.

Maryam Boroujerdi and Mohammad Massoudi donated 1 dozen Bundtinis valued at \$28 to City Staff.

Joni Cobb donated snacks valued at \$40 to the Police Department.

### SUMMARY

*Please review information provided.*

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: April 8, 2024
Exhibits:	<a href="#">Future Agenda Items</a>

### AGENDA SUBJECT

FUTURE AGENDA ITEMS

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/18/2024
City Attorney:	<i>Amy J. Stanphill</i>	Date:	04/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	04/xx/2024



**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes
<b>2024</b>			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	4th Qtr 2023 0319 CC Agenda
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	4th Qtr 2024 0206 CC Agenda
Feb(Mar), May (July), Aug, Nov	Enterprise Update		2023 1101 - Request for Quarterly Update;2024 0220
	<b>Council Committee Updates</b>	Council	
	Public Safety Committee (MLP, MPTMS, & CMDA)	Council	2022 1115 and 2022 1206; Postponed 2023 0718; 2024 0402 [Postponed]
	Website Dev. Subcommittee (CMCM, CMTL, & MLP)	Council	2024 0212:2024 0319;
<b>May 14, 2024</b>	Canvass		
<b>May 14, 2024</b>	Administer Oaths		
<b>May 14, 2024</b>	Appoint Mayor Pro Tem		
<b>May 14, 2024</b>	Plaque Presenatation		
<b>May 14, 2024</b>	Reception		
<b>May 21, 2024</b>	Court Officials		
<b>May 21, 2024</b>	Investment Offices		
<b>May 21, 2024</b>	Banking Signatures		
<b>May 21, 2024</b>	Website Committee Appoitment (s)		
<b>May 21, 2024</b>	Engineering contracts RFQ		
<b>May 21, 2024</b>	TCEQ/MUD		
<b>June 4, 2024</b>	TCEQ		
<b>June 4, 2024</b>	Departmental Report Refresh		

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes
June 4, 2024	Records Retention <del>Policy</del> Schedules		
June 4, 2024	Stop signs [Creekside&Dublin] [Edgewater&Dublin]		
June 4, 2024	Annual Record Review		
June 18, 2024	TCEQ		
June 18, 2024	Dublin /roads waterline		
June 18, 2024	Discussion on funding new facility/timing Nov or May		
	<b>Workshops</b>		
	Website		
	Open Meetings/Public records/Quorums/Ethics		4-Jun
	Personnel Manual		
	Comp Plan Subcommittee		
	Goal Setting/Planning		
	Budget Workshop		4-Jun
	<b>Other:</b>		
	Required employment for time if we train you \$\$\$		
	Required procedures for agenda submittal		
	Required procedures for presentations		
	Newsletter Committee Revised Resolution		
	Procedural Manual		
	Revised donations that mayor can accept		
	RFQ for Engineering services		4.2; 4/23

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes
	Fences in Easement		23-Apr
June	Departmental Report Review (Kercho)		
	Pump Station		
	Records Retention <del>Policy</del> Schedule		
	Annual Records review		
	Stop Signs on Dublin at Edgewter and Creekside		
	Dublin /roads waterline relocation		
	Open Meetings/Public records/Quorums/Ethics		4-Jun
	Budget Workshop		
	Microphones for Council Chamber		
	Rescinding Public Safety Committee		
	Any ILAs not done		
	Fire Department Ambulance and other		
August 6, 2024	P&R Annual Review		
<b>2025</b>			
	Southridge gate - 2025		
July 1, 2025	Water Impact Fees (6 mths to 1 yr) July 2025		