



AGENDA

CITY COUNCIL REGULAR MEETING

JUNE 4, 2024 @ 6:00 PM

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, June 4, 2024 at 6:00 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002. The City Council meeting will be open to the public and live streamed.

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

CALL TO ORDER – Roll Call and Determination of a Quorum

WORKSHOP (6:00 PM – 7:00 PM)

CITY ATTORNEY: IN-HOUSE VS RETAINER

DISCUSSION ON COUNCIL AVAILABILITY FOR WORKSHOPS

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: I pledge allegiance to the flag of the United States of America; and to the republic for which it stands, one nation under God, indivisible with liberty and justice for all.

TEXAS PLEDGE: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

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

ITEMS OF COMMUNITY INTEREST

1. PARKS AND RECREATION COMMISSION (P&R) - SPECIAL – WEDNESDAY, JUNE 5, 2024, 5 PM – PARKERFEST PLANNING
- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JUNE 12, 2024, 5 PM
- CITY HALL CLOSED – THURSDAY, JULY 4, 2024
- CITY HALL CLOSED – FRIDAY, JULY 5, 2024

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 APRIL 23, 2024. [SPECIAL MEETING]
3. APPROVAL OF MEETING MINUTES FOR MAY 14, 2024. [SPECIAL MEETING]
4. APPROVAL OF MEETING MINUTES FOR MAY 21, 2024. [REGULAR MEETING]

INDIVIDUAL CONSIDERATION ITEMS

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-793 APPOINTING 2024-2026 COURT OFFICIALS.

- [6.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-794 APPOINTING INVESTMENT OFFICERS AND MEMBERS TO SERVE ON THE INVESTMENT COMMITTEE.
- [7.](#) DISCUSSION, CONSIDERATION, AND ACTION ON RESOLUTION NO. 2024-795 AUTHORIZING THE MAYOR OF PARKER TO EXECUTE A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE AMENDMENT OF RESOLUTION 2023-738 OF THE CITY COUNCIL OF THE CITY OF PARKER AUTHORIZING OFFICIAL BANKING SIGNATURES.
- [8.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-796, REGARDING NOMINATIONS OF A PRIMARY AND AN ALTERNATE REPRESENTATIVE FOR THE REGIONAL TRANSPORTATION COUNCIL (RTC).
- [9.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-797 MAKING AN APPOINTMENT TO THE PARKS AND RECREATION (P&R) COMMISSION ALTERNATE FOUR POSITION THROUGH EXPIRATION OF THE CURRENT TERM EXPIRING NOVEMBER 30, 2024.
- [10.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-798 DENYING RESTORE THE GRASSLANDS LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.
- [11.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-799 DENYING ZN PROPERTY HOLDINGS, LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.
- [12.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-800 DENYING CYNTHIA ANN HARVEY'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

ROUTINE ITEMS

[13.](#) UPDATE(S):

FM2551
STORM CLEANUP
WEBSITE
COMP PLAN
CAPITAL IMPROVEMENT PLAN (CIP)
POLICE VEHICLES
ANY ADDITIONAL UPDATES
QUARTERLY REPORT(S)

[Investment 1st Qtr. Report 2024](#)

DONATION(S)

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

Maryam Boroujerdi & Mohammad Massoudi donated 1 dozen Bundtinis from Nothing Bundt Cakes valued at \$30 to City Staff.

Susan Medrano donated 1 dozen donuts valued at \$10 to City Staff.

Greg and Julie Regh donated cookies valued at \$15 to the Police Department.

FUTURE AGENDA ITEMS

15. FUTURE AGENDA ITEMS

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 551.074 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).

Government Code Section 551.071(2) – Consultation with Attorney related to Texas Local Government Code Chapter 42, in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

RECONVENE REGULAR MEETING.

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

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 May 31, 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.

Date Notice Removed

Patti Scott Grey
City Secretary

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



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	May 29, 2024
Exhibits:	None	

AGENDA SUBJECT

PARKS AND RECREATION COMMISSION (P&R) - SPECIAL – WEDNESDAY, JUNE 5, 2024, 5 PM – PARKERFEST PLANNING

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JUNE 12, 2024, 5 PM

CITY HALL CLOSED – THURSDAY, JULY 4, 2024

CITY HALL CLOSED – FRIDAY, JULY 5, 2024

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator	<i>Luke B. Olson</i>	Date:	05/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: May 29, 2024
Exhibits:	Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR APRIL 23, 2024. [SPECIAL MEETING]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024



MINUTES
CITY COUNCIL MEETING
APRIL 23, 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 5:24 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Terry Lynch, and Amanda Noe were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, City Attorney Amy J. Stanphill, Public Works Director Gary Machado, Fire Chief Mike Sheff, Police Chief Kenneth Price, Police Sergeant Ralph Burdick, Police Sergeant Courtnye Dixon, Police Investigator Kyle Boles, Police Officer Cameron Turner, Police Officer Vanity Romines, and Police Officer Chris Lemonds

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Ray Hemmig led the pledge.

TEXAS PLEDGE: Peggy Threadgill led the pledge.

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 551.071 – 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.

Mayor Lee Pettle recessed the regular meeting to Executive Session at 5:28 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 7:45 p.m.

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

No action was taken.

Mayor Pro Tem Reed asked everyone to allow Attorney Art Rodriguez to review a PowerPoint presentation and then everyone will get an opportunity to speak or make public comments..

Mayor Pettle noted there would be no vote tonight.

Arturo “Art” D. Rodriguez, Jr., a Municipal Law Attorney and partner with Messer/Fort, PLLC, presented the *City of Parker – Restore the Grasslands (Development, Compromise and Settlement Agreement, April 23, 2024 PowerPoint. [See Exhibit 1 – City of Parker – Restore the Grasslands (Development, Compromise and Settlement Agreement, April 23, 2024 PowerPoint Presentation.)]*

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.

Kathy Sharpe, 5310 Westfield Drive, Parker, Texas, said any agreement should be in writing and signed by all parties. Ms. Sharpe voiced concern in regard to one way in/out emergency access and she said she is not happy with this process and believed it should be reviewed annually.

Christina Glenn, 4807 Shady Knolls, Parker, Texas, thanked City Council for not voting on the matter tonight, providing the presentation, and listening tonight.

Stewart Matthews, 4309 Glen Meadows, Drive, Parker, Texas, said he is glad City Council did not go against the Judge’s order; Gregory Lane should not be used; costs of police, fire, school and water increases should be explored and known prior to any agreement; and finally, there should be more open communication. Mr. Matthews said Rule 408 does not apply and residents should have more than 72 hours’ notice on such matters.

Rachel Weeks, 432 Parkside Court, Murphy, Texas, voiced concerns regarding how city services will be paid for and how increased traffic would be handled. Ms. Weeks requested the wastewater treatment facility be stopped.

Sumathi Naini, 3107 Bluffs Lane, Parker, Texas, said there has been no details/information on the project or cost/expense to Parker residents. Ms. Naini also commented that the high density is not in keeping with the City of Parker.

Mark Mixon, 6006 Bracknell Drive, asked if this process could be slowed down or density could be decreased. Mr. Mixon said he understood the developer does not live in Parker. Finally, he said he is against any proposed deal on the Huffines development.

Diane Davey, 5009 Willow Point Circle, said she has resided in Parker for almost 40 years, and she is concerned about tax costs related to this development and the impact on City services. Finally, she said she is disappointed in the lack of transparency.

Jerry Gibson, 4304 Springhill Estates Drive, Parker, Texas, said he loves this city (where my parents have lived for 50 years) so much he purchased a home here to rear his family. Mr. Gibson said the development density is too great and the City needs to keep Parker uniquely country. He said he appreciated the city’s work.

Emily Plummer, 5908 Gregory Lane, Parker, Texas, said using Gregory Lane for emergency access is inappropriate. This development impacts Gregory Lane's property owners and character.

Linda Nelson, 5802 Corinth Chapel Road, Parker, Texas, see attached. **[See Exhibit 2 – Linda Nelson's Parker Culture & Values comments, dated April 23, 2024.]**

Henrik Ax, 3506 McCreary Road, Parker, Texas, relinquished his time to Buddy Pilgrim.

Lindy M. "Buddy" Pilgrim, 3106 Bluffs Lane, Parker, Texas, said Rule 408 is the worst example of city government. Mr. Pilgrim said keeping information from Parker residents of Parker is shameful. The legal citing for confidentiality does not apply. Mr. Pilgrim said he is not happy with the process. The individual protestants of which he is one of 12, have valuable input and opinions. He said this was all done in secret and negotiated in fear, and he did not like the way the matter had been handled. The Huffines did not spend \$12.5 million to build a trailer park. Mr. Pilgrim asked who negotiated or is negotiating the re-notice of the MUD. Mr. Pilgrim asked City Council to read Mark and Cindy Stachiw's letter. **[See Exhibit 3 – Mark and Cindy Stachiw's letter, dated April 23, 2024.]**

WeiWei Jeang, 2709 Dublin Road, Parker, Texas, stated she has been on the Planning and Zoning Commission for 10 years and she too feels this was negotiated in secret with no input from citizens. Ms. Jeang said she is concerned about the lack of transparency and the City and Mayor should do what is right and follow the law and procedures on this or any settlement.

Duane Hinshaw, 5208 Estate Lane, Parker, Texas, said he and his wife Kimberly have lived in Parker for 30 years. The *Restore the Grasslands* name is not amusing. Dr. Hinshaw said it is good that no vote is being taken tonight. There has been a lack of transparency, and the development density needs to be reduced. He said this is "flood land" with possibly 60 buildable acres. He also cautioned the City to be careful that this development does not set precedent for Southfork Ranch.

Ray Hemmig, 3405 Bluffs Lane, Parker, Texas, stated he has been a Parker resident for 26 years and he is an Individual Protestant. Mr. Hemmig said he is not happy, and he feels he has been excluded. He asked City Council to stop these confidential sessions and noted there should be no vote until after the election and re-notice of the MUD.

Nathan Shea, 3106 Dublin Road, Parker, Texas, said he is a 20 year resident of this City, and he is very concerned about flooding. Mr. Shea said high density will affect property values and Parker needs transparency, not secrecy.

Scott Clark, 6000 Gregory Lane, Parker, Texas, said he was a former United States Navy Sea, Air, and Land (SEAL), who has extensive training in engineering of water ways. Mr. Clark said he and wife are rearing their three children here in Parker and plan to stay. He noted flood risks due to this development and an additional Federal Emergency Management Agency (FEMA) study regarding the flood risk with new buildings would be most helpful as would transparency. He said he appreciated City Council's service to the City.

Ted Lane, 5004 Dublin Creel Lane, Parker, Texas, said he is an Individual Protestant. Mr. Lane voiced concerns regarding the lack of transparency and being left out of all

communication. He said the Huffines' new MUD plan needed to be reviewed, noting flooding is not addressed. He also noted a new FEMA map should be out May 21, 2024. Mr. Lane said there is information out, but he is unclear as to what information is true or what is misinformation.

Stewart Matthews (2nd Time), 4309 Glen Meadows, Drive, Parker, Texas, said the City needs to review the Texas State Property Rights Act. If the City causes residents to be flooded, the City can be sued. Mr. Matthews said the city should postpone this matter until the new FEMA maps are presented, until after the elections, and for further details.

Dawn R. Hedlund, 4001 Rolling Knolls Drive, Parker, Texas, cautioned the City Attorney, stating the City Attorney works for City Council and not the Mayor. Ms. Hedlund suggested a town hall question and answer session on this matter, including a description of the process and a site plan. She asked that City Council not enter into any type of agreement/contract at this time.

Stacy Patrick, 4900 Cheshire Lane, Parker, Texas, said she and her family moved from Parker Lake Estates to Whitestone Estates for more land. Small homes on small lots are not Parker. Mrs. Patrick requested any agreement/settlement be postponed for a thorough 30 – 60 day review.

Laura Hernandez, 5906 Gregory Lane, Parker, Texas, said she was very concerned about flooding, and she felt betrayed by the way things have been handled. She asked that the matter wait for the FEMA maps to be completed.

Lynn Orozco, 5704 & 5700 Gregory Lane, Parker, Texas, said the proposed deal would change her way of life and is not in keeping with Gregory Lane.

Aubree Marino, 3901 Sycamore Lane, Parker, Texas, said there should be better communication. Mrs. Marino said the City could do better and she said she hopes the new website will aid in better communication. The CIP plan is a step forward.

John Chisolm, 2905 Dublin Road, Parker, Texas, said he has lived in Parker for 25 plus years, and he feels blessed to live in Parker, but he is afraid it is changing. Mr. Chisolm said he is confused over the Huffines development. Parker residents need more information before any vote is taken. At the moment, his vote would be to vote no.

Lindy M. "Buddy" Pilgrim (2nd Time), 3106 Bluffs Lane, Parker, Texas, said he and other residents need to see the site plan and they deserve to see the plat layout which the city has. This development will set a precedent for Southfork Ranch. He said he has had concerns regarding development negotiations from the beginning. Mr. Pilgrim said he does not think this agreement is reasonable.

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

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)
April 21 No Voting (21 de abril) (Sin votar)	April 22 Early Voting (22 de abril) (Votación adelantada) 8 am – 5 pm	April 23 Early Voting (23 de abril) (Votación adelantada) 8 am – 5 pm	April 24 Early Voting (24 de abril) (Votación adelantada) 8 am – 5 pm	April 25 Early Voting (25 de abril) (Votación adelantada) 8 am – 5 pm	April 26 Early Voting (26 de abril) (Votación adelantada) 8 am – 5 pm	April 27 Early Voting (27 de abril) (Votación adelantada) 8 am – 5 pm
April 28 No Voting (28 de abril) (Sin votar)	April 29 Early Voting (29 de abril) (Votación adelantada) 7am - 7pm	April 30 Early Voting (30 de abril) (Votación adelantada) 7am - 7pm	May 1 No Voting (1 de mayo) (Sin votar)	May 2 No Voting (2 de mayo) (Sin votar)	May 3 No Voting (3 de mayo) (Sin votar)	May 4 Election Day (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)
May 19 No Voting (19 de mayo) (Sin votar)	May 20 Early Voting (20 de mayo) (Votación adelantada) 7am - 7pm	May 21 Early Voting (21 de mayo) (Votación adelantada) 7am - 7pm	May 22 Early Voting (22 de mayo) (Votación adelantada) 7am - 7pm	May 23 Early Voting (23 de mayo) (Votación adelantada) 7am - 7pm	May 24 Early Voting (24 de mayo) (Votación adelantada) 7am - 7pm	May 25 Early Voting (25 de mayo) (Votación adelantada)
May 26 No Voting (26 de mayo) (Sin votar)	May 27 No Voting (27 de mayo) (Sin votar)	May 28 Election Day (28 de mayo) (Día de elección) 7am - 7pm	May 29 No Voting (29 de mayo) (Sin votar)	May 30 No Voting (30 de mayo) (Sin votar)	May 31 No Voting (31 de mayo) (Sin votar)	June 1 No Voting (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]

MOTION: Councilmember Noe moved to approve consent agenda items 1 through 3 as presented. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

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".

MOTION: Councilmember Lynch moved to approve Resolution No. 2024-787 adopting the FY 2023-2024 - FY 28-29 CAPITAL IMPROVEMENT PLAN attached hereto as Exhibit "A", as amended. Councilmember Fecht seconded with Councilmembers Fecht, Lynch, Noe, and Reed voting for the motion Councilmember Kercho voting against the motion. Motion carried 4-1. [**See Exhibit 4 – Exhibit "A" updated.**]

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]

MOTION: Councilmember Noe moved to approve 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.. Councilmember Lynch seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0. [**See Exhibit 5 – Agreement corrected(Amended Phases).**]

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.

MOTION: Councilmember Noe moved to approve 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.. Councilmember Fecht seconded.

Councilmembers Kercho and Lynch voiced concerns about TML newly elected city officials' orientation training.

Councilmembers Fecht and Noe voting for the motion and Councilmembers Kercho, Lynch and Reed voting against the motion. Motion failed 2-3.

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.

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

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.

MOTION: Councilmember Lynch moved to approve 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.

Councilmember Kercho voiced concerns about possibly needing a traffic study prior to the placement of stop signs.

City Administrator Olson noted a 1979 ordinance and that he and counsel would review that ordinance and the transportation code before sign placement.

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

ROUTINE ITEMS

10. UPDATE(S):

FM2551

City Administrator Olson said due to the weather, Texas Department of Transportation (TxDot) has made little progress, but work is being done at Parker Road and Dillehay.

WEBSITE

Councilmember Lynch stated the project is moving forward.

COMP PLAN

Councilmember Kercho said the Comp Plan is moving forward. The Committee was waiting on the Capital Improvement Plan (CIP) and that passed tonight, so it is now available. The Committee is also waiting on a couple revisions prior to setting up the next meeting.

POLICE VEHICLES

Police Chief Price noted the City received one F150 Pick up a week, week and a half ago, and the City is still waiting on the other F150, which should be here in July or August. The Ford Expedition is being outfitted and should be here soon.

REPORT RFQ ENGINEERING RESPONSES

City Administrator Olson said there were 28 responses to the Engineering Request for Qualification (RFQ). Staff thought we would start reviewing them this week.

FENCES IN EASEMENTS (City Administrator Olson)

City Administrator Olson said he discussed the matter with legal counsel and the City would handle this during the fence permit process. If the fence is to be placed in an easement, the applicant/owner would sign a waiver that the city is not responsible for damage if/when the fence is moved for access/repairs.

ANY ADDITIONAL UPDATES

None

MONTHLY/QUARTERLY REPORTS

City Council accepted the reports hyperlinked below:

[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.

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

FUTURE AGENDA ITEMS**12. FUTURE AGENDA ITEMS**

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

There was discussion about scheduling a 2nd City Council meeting in May. City Council is to send staff their schedule or availability.

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

She noted the next scheduled meeting would be a special meeting on Tuesday, May 14, 2024 for canvassing, as Tuesday, May 7, 2024 has been canceled and rescheduled for Tuesday, May 14, 2024 [Special - Canvassing].

ADJOURN

Mayor Lee Pettle adjourned the meeting at 10:33 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Approved on the 4th day
of June, 2024.

Patti Scott Grey, City Secretary

City of Parker - Restore the Grasslands

Development, Compromise and Settlement Agreement

April 23, 2024

Presented by Arturo D. Rodriguez, Jr.

Partner, Messer Fort, PLLC

How did we get here? (TPDES)

- ▲ Restore the Grasslands (“RTG”) and Harrington/Turner Enterprises (“HTE”) filed WWTP discharge permit (“TPDES”) Permit
- ▲ 52 Protestants admitted
- ▲ Hearing before State Office of Administrative Hearings - February 7-9, 2023
- ▲ TCEQ Hearing & Approval - April 16, 2023
- ▲ Up to 666 LUEs
- ▲ Parker and Others Sought Rehearing
- ▲ Denied by Operation of Law
- ▲ Parker and others Appealed to Travis County District Court
- ▲ Appeal still pending

How did we get here? (MUD Creation)

- ▲ HTE filed for creation of Collin County MUD No. 7 with TCEQ
- ▲ 39 Determined to be Affected Persons by TCEQ
- ▲ Over 600 homes to be created
- ▲ RTG Seeks to be Petitioner
- ▲ Two Mediations
- ▲ ALJ Requires Re-notice of Petition for Creation
- ▲ Re-Notice and Hearing Pending

Settlement Property

- ▶ Two areas
 - ▶ Approximately 12.4 acres Inside City of Parker
 - ▶ Approximately 103.3 acres In ETJ of Parker
- ▶ Inside City's Water CCN

Development, Compromise & Settlement Agreement - Density

- ▶ 5 In City Lots
 - ▶ 2+ acres
 - ▶ Variance sought for Depth and Width Requirements
 - ▶ ZBA Application in 90 days
- ▶ 255 ETJ Lots
 - ▶ Restricted to Single Family Residential + Amenities
 - ▶ Max 2.5 homes per gross acre
 - ▶ 70' min. Lot width
 - ▶ 2,200 sq. ft. of air-conditioned spaces
 - ▶ 90% exterior of masonry

Development, Compromise & Settlement Agreement - Other Issues

- ▶ Provide Sewer Service
 - ▶ Cancel TPDES Permit
 - ▶ No Wastewater Treatment Plant by RTG
- ▶ Annexation for 20 years
 - ▶ Strategic Partnership Agreement
- ▶ Divided Bridge over Maxwell Creek meets two road access under City Code
 - ▶ No ingress/egress to Gregory Lane
 - ▶ No ingress/egress to Rolling Ridge

Important Provisions

- ▶ Term - 45 years
- ▶ Vesting Rights
- ▶ 30 day cure provision
- ▶ Provisions “run with the land”
- ▶ Filed in real Property Records

Development, Compromise & Settlement Agreement - Litigation

- ▶ City of Parker will withdraw from MUD creation docket
- ▶ City of Parker will withdraw TPDES Appeal

Reasons for Consideration

- ▶ SB 2038
- ▶ Removal from ETJ
- ▶ No City Platting
- ▶ Density restriction - Over 60% reduction from TPDES Permit
- ▶ Use Restriction

Reasons for Consideration

- ▲ Min. Lot size
- ▲ Min. House Size
- ▲ Masonry Requirements
- ▲ Water and Sewer Services
- ▲ NTMWD Cost Sharing
- ▲ Cancellation of TPDES

10

Day / Date: **Tuesday, April 23, 2024**

Attention: **City Council, Mayor, and City Administrator**

Subject: **Parker Culture & Values**

Hello Mayor, Members of City Council and Members of City Staff,

My name is **Linda S. Nelson**. I reside at **5802 Corinth Chapel Road in Parker Village**. I have lived in Parker since 2009 for over 15 years and love this city.

My husband (Elvis Nelson) and my mother (Elaine Hand) who reside at the same address and vote in each election were unable to attend this evening due to health reasons but agree with the comments that I am providing.

I want to see all Parker residents, existing and future, continue to enjoy the unique country lifestyle - - that's what each Council member has committed to as they have run for election (or re-election).

I spoke last in this forum in February 2023 to encourage City Council on two key issues:

1. Regarding the work on an **integrated / comprehensive plan** that would provide full line-of-sight of the financial impacts to the City and individual households, the Forum held last week reflected that progress has indeed been made. The with a clear path forward to address questions, close information gaps, provide an 'all-in' view of costs and options for funding. I look forward to seeing the Council complete this very important work.
2. Regarding the work to build **strong, transparent, and sustainable partnerships and agreements**, while some progress has been made, not enough has been made in terms of scope and transparency. The request was for the Council to take a broader view beyond vendors or internal departments but to extend to other entities such as TxDot, NTMWD and Southfork - - and now the **Huffines ETJ development**.

Some members of the City Leadership may question what interest the citizens of Parker have with **Huffines ETJ development**. Maintaining a uniquely country lifestyle for Parker residents not only includes within the legal boundaries of Parker but the nearby areas that directly influence / impact our lifestyles.

The citizens of Parker are opposed to **Huffines ETJ development** because it is contrary to Parker's culture & values. We call on the Council to support the citizens in their opposition to this development however possible. I ask that my comments be included in the Council minutes.

Best regards,

Linda Nelson

From: Cindy Stachiw [REDACTED]

Sent: Monday, April 22, 2024 2:29 PM

To: Lee Pettie <LPettie@parkertexas.us>; Todd Fecht <tfecht@parkertexas.us>; Jim Reed <jreed@parkertexas.us>; Terry Lynch <tlynch@parkertexas.us>; Amanda Noe <anoe@parkertexas.us>; Randy Kercho <rkercho@parkertexas.us>; Luke Olson <lolson@parkertexas.us>

Subject: To be read into the official record at the City Council Meeting of April 23, 2024

Hon. Lee Pettie, Members of the Parker City Council and City Administrator, Based on your recent e-mail we understand that a proposed settlement with Huffines and the Municipal Utility District Proposal is being considered at tomorrow's City Council Meeting. Unfortunately we will be unable to attend the meeting.

We want to express our concern that a settlement is being considered without disclosure to the city at large and town hall meetings to discuss the ramifications of the settlement. As you know, Parker has fought long and hard over the last 20+ years to preserve the country atmosphere of Parker. Any settlement that would change the direction of the city needs more than just a single city council meeting and a larger discussion in the community. This is especially true given the amount of resources and effort already spent by the city and members of the community to oppose the MUD. Having a vote without a larger discussion is particularly troublesome as there is an election next month. The candidates were unable to address this proposed settlement as part of their debate and the electors have no idea what the positions of the various candidates may be. All that can be solved by tabling the proposed settlement for 30 days, to distribute a copy of the proposed settlement to the community and to hold at least one town hall to discuss the proposed settlement. This all could be accomplished before the election -- but any vote on the proposed settlement should be after the election to allow the city residents to elect the members of the council that reflect their views on this settlement.

Finally, if the City Council members have not been given at least one week's advance notice of what the proposed settlement that also would be a serious concern. Our city is not too large to make sure that the City Council members are brought up to speed on such a momentous settlement at least a week in advance. While we understand that there may be a need for confidentiality during settlement talks, once a proposal is on the table that is being considered for adoption, a full airing with both the city council and the community at large is appropriate and necessary. Anything less is not the kind of government that Parker has striven for over its life and should

not be the standard which is used now -- esp. if this settlement is
a complete surrender by Huffines, a dismissal of the MUD, and
development in accordance with Parker's long standing land use plan.
We would appreciate this e-mail be read into the record at tomorrow
night's meeting.

Mark and Cindy Stachiw

4404 Pecan Orchard Drive

Residents of Parker since October, 1996

[REDACTED]

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.

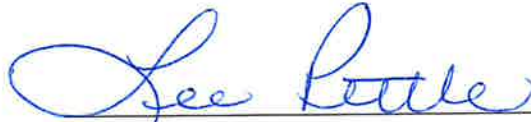
SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

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 Pettie, 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



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

Category	Project	Status	Proposed Costs	Funding Source	Grant \$ Funding	Grant Source
Buildings and Improvements						
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 ¹	Fund 65		
	Buildings & Improvements Total		1,200,000			
Vehicles and Equipment						
Police and Public Works	Replace Police and DPW Vehicles with Leased vehicles (Included in FY23-24 Budget)	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		
	Vehicles & Equipment Total		284,238			
Infrastructure						
Streets						
Maintenance (Patch)						
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. (Approved Res No 2024-779 3/19/2024)	IN PROGRESS	250,204	Fund 61		
	Subtotal		380,000			

Current Year Capital Projects

Repair						
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		
	Subtotal		677,249			
	Streets Total		1,057,249			
Drainage						
Annual Drainage Maintenance	Based on City Staff and Engineering Drainage Maintenance Assessment	IN PLANNING		Fund 63		
	Drainage Total					
Water and Sewer System						
Dillehay / FM2551	Replacing and relocating FM2551/Dillehay Water Lines (Various Approvals - see project detail)	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 (Approved Res No 2023-734 6/6/2023)	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		
	Water & Sewer System Total		2,676,368		2,364,598	
	Total All		5,217,855			
	Government (General) Funds		1,341,487			
	Proprietary (Water & Sewer) Funds		3,876,368		2,364,598	

¹ 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

Buildings and Improvements									
Building	Project	Proposed Costs						Potential Source	Potential Grant \$
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29		
Water Department Building	Design and construct the Water Department Building located at the Dillehay Pump Station	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	
	Building & Improvements Total	1,200,000	-	-	-	-	-		
									1,200,000

Vehicles and Equipment									
Department	Project	Proposed Costs						Potential Source	Potential Grant \$
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29		
Police and Public Works	Replace Police and DPW Vehicles with Leased vehicles	120,000	130,000	150,000	150,000	160,000	160,000	Fund 22	
Public Works	Add Dump truck				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		Fund 01	
Fire	Replace 2002 Smeal Fire Truck-Pumper (02-811) Approved Res No 2023-755 9/19/2023 w/ delivery est 605 Days								
Fire	Replace 2010 Ford F-750 Brush Truck (10-811) Approved Res No 2023-754 8/15/2023 delivery w/ 23-24 mo.		875,293					Fund 22	
			180,000					Fund 22	
									180,000

Meeting Date: 06/04/2024 Item 2.

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		70,500	Fund 22	
ALL	Other Computer Equipment < \$25k (Included in FY23-24 Budget)	105,000								105,000	Fund 28	
	Vehicle & Equipment Total	284,238	1,240,031	270,738	342,738	214,738	172,000			2,524,483		

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			

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	

Meeting Date: 06/04/2024 Item 2.

Capital Project Schedule

[illegible]

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
<i>Buildings and Improvements¹</i>	1,200,000	-	-	-	-	-	1,200,000
<i>Vehicles and Equipment</i>	284,238	1,240,031	270,738	342,738	214,738	172,000	2,524,483
<i>Infrastructure (Streets & Drainage)</i>	1,057,249	5,435,762	2,375,575	5,634,615	2,592,198	4,016,834	21,112,233
<i>Water and Sewer Systems</i>	2,676,368	-	1,373,880	5,016,250	415,916	-	9,482,414
Total ALL	5,217,855	6,675,793	4,020,193	10,993,603	3,222,851	4,188,834	34,319,130
<i>From Other Sources</i>	2,423,553						
<i>Government (General) Funds</i>	1,341,487	6,675,793	2,646,313	5,977,353	2,806,936	4,188,834	23,636,716
<i>Proprietary (Water & Sewer) Funds</i>	3,876,368	-	1,373,880	5,016,250	415,916	-	10,682,414
<i>From Other Sources</i>	2,423,553						

¹ 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	Water Impact Fee Report 2023-2033	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:

<u>Funds</u>		
#	Title	Purpose
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

Bond	Interest Rate	Maturity	Original Balance	Outstanding Balance	Remaining Principal + Interest
Government Activities (General Fund)					
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
Total			2,770,000	905,000	950,973
Business Type Activities (Water/Wastewater)					
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
Total			7,275,000	6,295,000	8,382,590
Total Long-Term Debt			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
Government Activities (General Fund)			
2015 Certificate of Obligation	165,016		
2019 General Obligation Refinancing Bond	170,256		
Total	335,272	9,388,506	4%
Business Type Activities (Water/Wastewater)			
2018 Combination Tax & Revenue Bond	395,950		
2019 General Obligation Refinancing Bond	158,994		
Total	554,944	6,639,678	8%

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
CIP Fund Activity							
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		3,915,911	(680,601)	(1,079,176)	(4,808,791)	(6,662,982)	(8,646,816)

*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>
CIP Activity							
	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
Governmental Capital Assets	\$ 32,207,815	\$ (723,175)	\$ -	\$ 31,484,641

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

	Beginning Balances	Increases	Decreases/ Reclassifications	Ending Balances
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
General Fund Financial Activity						
Revenues	6,983,356	6,997,174	6,850,073	6,906,032	6,963,945	6,921,990
Expenditures	5,148,923	5,358,197	5,409,607	5,674,692	5,952,897	6,142,979
Expenditures	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)
Net Change in Fund Balance (Before CIP Activity)	39,433	(156,023)	(354,534)	(563,660)	(783,952)	(1,015,990)
General Fund Balance						
Non Restricted Funds	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
Projected Growth						
# New Properties	-	-	-	-	-	-
Assessed Value	0%	0%	0%	0%	0%	0%
Average Home Value	0%	0%	0%	-	-	-
Expenses	5%	5%	5%	5%	5%	5%
Other Revenues	3%	3%	3%	3%	3%	3%
Values and Related Tax						
Assessed Value	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						
Tax Rate (NNR Projected)	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
Proprietary Fund Financial Activity		<i>Projected before Capital Improvements</i>					
Revenues		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
Expenses		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
Net Position (Restricted & Unrestricted)							
Ending		9,598,526	10,297,817	11,036,287	11,816,498	12,641,219	13,513,449
Minimum Fund Balance (12 Mo)							
Expenses		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
Projected Growth							
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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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 Pettie, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Amy J. Stanphill, City Attorney

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: 4/30/2024

Date: 4/25/24

ATTEST:

Patti Scott Grey
City Secretary

APPROVED AS TO FORM AND LEGALITY

By: _____
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

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.

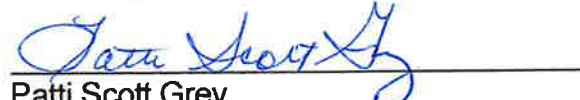
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date last written below by their respective officers thereunto duly authorized.

BY:
CITY OF PARKER, TEXAS



Lee Pettie
Mayor

Date: 4/30/2024
ATTEST:



Patti Scott Grey
City Secretary

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

Craig Kerkhoff, P.E.
Managing Partner

Date: _____

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: Betsy to South City Limit

c) <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 II: Parker Road to Dublin Creek

d) <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 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>
Total: Basic Services Lump Sum Fee:	\$192,600.00

Opinion Of Probable Construction Cost: \$2,443,000.00

Phase I: Betsy to South City Limit.....	\$1,040,000.00
Phase II: Parker Road to Dublin Creek.....	\$ 886,000.00
Phase III: Bluffs to Dublin Connector.....	\$ 517,000.00

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

Total: Additional Service Not to Exceed Amount: \$60,000.00

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

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

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

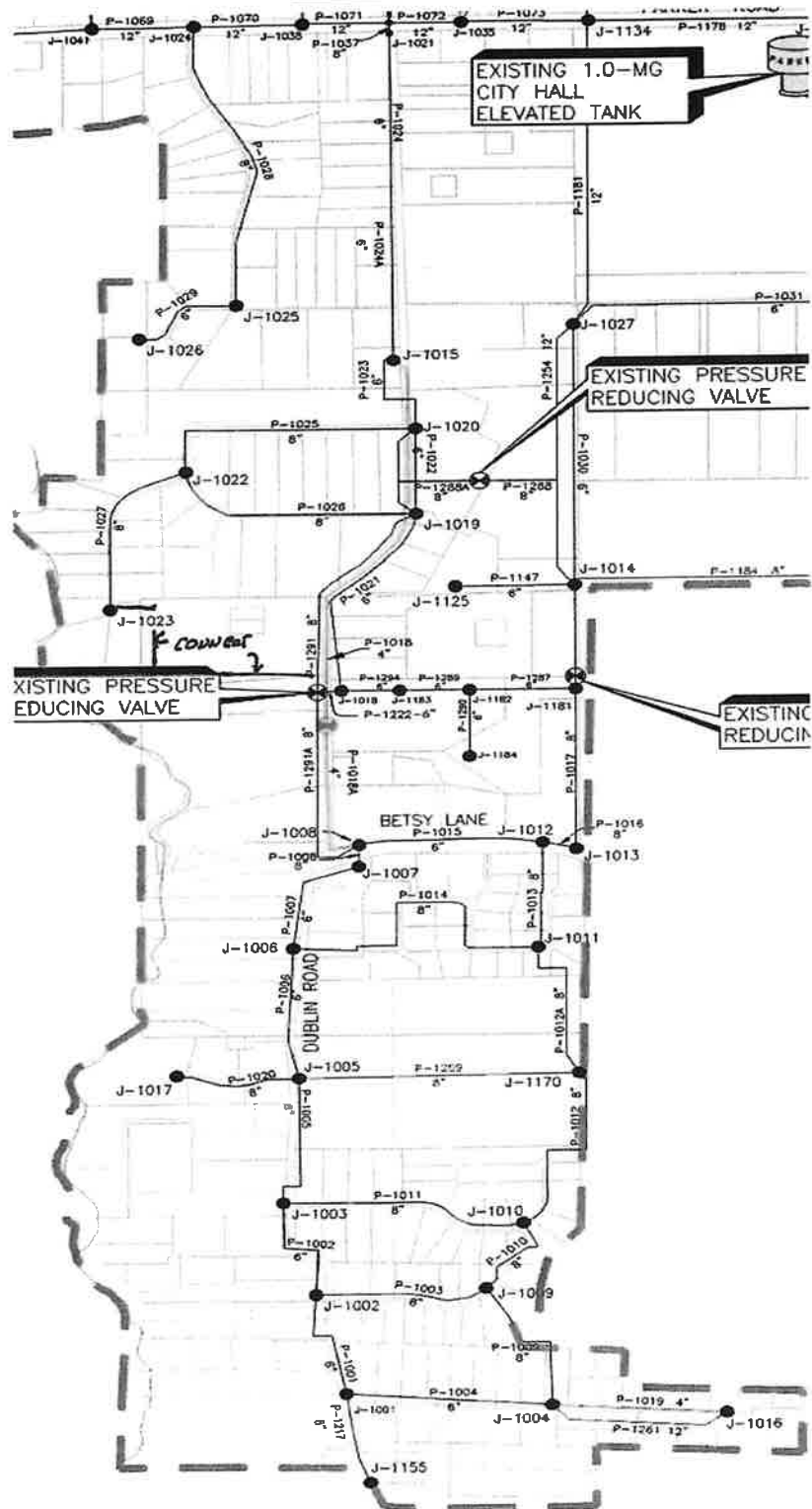
Complete Final Plans & Bidding Documents.....August 30, 2024

Advertise Project for Bids.....September 2024

Construction PhaseNovember 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: City Secretary
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: May 29, 2024
Exhibits:	Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR MAY 14, 2024. [SPECIAL MEETING]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024



MINUTES
CITY COUNCIL MEETING
MAY 14, 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 7:01 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Terry Lynch, and Amanda Noe were present. Councilmember elect Lindy M. “Buddy” Pilgrim was also present.

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

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Terry Lynch led the pledge.

TEXAS PLEDGE: Tom Macduff 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.

Lucy Estabrook, 4407 Church Lane, voiced her concern for the condition of Church Lane, stating it was unacceptable. Ms. Estabrook noted the street is ranked one of the lowest in the City, yet other streets are prioritized higher for maintenance.

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION OF RESOLUTION NO. 2024-791 CANVASSING THE ELECTION RETURNS AND DECLARATION OF RESULTS OF AN ELECTION HELD IN THE CITY OF PARKER, TEXAS ON MAY 4, 2024.

The election was held on May 4, 2024, to elect a Mayor and two Councilmembers at large. The final certification document and official May 4, 2024, election results from Collin County Elections Administrator Bruce Sherbet are, as follows:

FOR MAYOR:

Lee Pettle	310
-------------------	------------

FOR CITY COUNCIL:

Dawn R. Hedlund	259
Buddy Pilgrim	352
Randy Kercho	260
Aubree Marino	64

Mayor Lee Pettle ran unopposed. Buddy Pilgrim and Randy Kercho received the highest number of votes of the four candidates for the two contested offices of City

Councilmember. Therefore, Lee Pettle is hereby declared as re-elected Mayor and Buddy Pilgrim and Randy Kercho are hereby declared as elected City Councilmembers. All are to serve immediately after qualifying for the terms commencing May 14, 2024.

MOTION: Councilmember Noe moved to accept/approve Resolution No. 2024-791 with final numbers received May 13, 2024. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0. (See Exhibit 1 - Collin County Elections Administrator Bruce Sherbet's final certification document and official May 4, 2024 election results, dated May 13, 2024.)

2. ADMINISTER OATH OF OFFICE TO NEWLY/RE-ELECTED OFFICIALS.

CITY SECRETARY – MAYOR

MAYOR – COUNCILMEMBERS

City Secretary Scott Grey administered the Oath to re-elected Mayor Lee Pettle. Mayor Pettle administered the Oaths of Office to elected Councilmembers Buddy Pilgrim and Randy Kercho. The Councilmembers took their seats at the dais.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-792, APPOINTING THE 2024-2025 MAYOR PRO TEM.

Councilmember Noe nominated Councilmember Jim Reed for the 2024-2025 Mayor Pro Tem. Councilmember Kercho seconded. There being no other nominations, the nominations were closed. Mayor Pettle asked Councilmember Reed if he was willing to serve as 2024-2025 Mayor Pro Tem. Councilmember Reed said he was willing to serve.

MOTION: Councilmember Noe moved to approve Resolution No. 2024-792, appointing Councilmember Jim Reed to the position of Mayor Pro Tem. Councilmember Kercho seconded. Councilmembers Kercho, Noe, and Reed voting for the motion and Councilmembers Fecht and Pilgrim voting against the motion. Motion carried 3-2.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 868 APPOINTING AN INTERIM CITY ATTORNEY.

MOTION: Mayor Pro Tem Reed moved to approve Ordinance No. 868 appointing Catherine Clifton, Interim City Attorney. Councilmember Noe seconded.

After discussion, Councilmembers Kercho, Noe, and Reed voted for the motion and Councilmembers Fecht and Pilgrim voted against the motion. Motion carried 3-2.

Interim City Attorney Clifton moved to the dais.

5. PRESENTATION RECOGNIZING FORMER COUNCILMEMBER(S).

Mayor Pettle presented a plaque and reviewed former Councilmember Terry Lynch's many accomplishments and distinguished service to the City of Parker, Texas, 2020-2024. Former Councilmember Lynch thanked everyone.

The Mayor, City Council, City Staff, and audience applauded and expressed their appreciation.

ADJOURN

Mayor Lee Pettie adjourned the meeting at 7:47 p.m.

RECEPTION FOR THE
OUTGOING ELECTED OFFICIAL(S)
AND
WELCOMING THE NEW COUNCILMEMBER(S)

APPROVED:

Mayor Lee Pettie

ATTESTED:

Approved on the 4th day
of June, 2024.

Patti Scott Grey, City Secretary

STATE OF TEXAS

§

CANVASS OF THE
CITY OF PARKER
GENERAL ELECTION

COUNTY OF COLLIN

§

May 4, 2024

I, Bruce Sherbet, the undersigned Elections Administrator of Collin County, do hereby certify that I have made an actual check and comparison of all the ballots tabulated as voted with the Return Sheets, and the unused ballots as recorded on the Register of Official Ballots. I, therefore, make the following report of my findings from the May 4, 2024 City of Parker General Election that was held in Collin County, Texas.

I hereby certify the results to be a full, true and correct tabulation, audit and count of the votes cast in the said election.

WITNESS, my hand on this the 13th day of May 2024.



Bruce Sherbet
Elections Administrator
Collin County

Summary Results Report
Joint General and Special Election
May 4, 2024

Combined Accumulated Totals
FINAL
COLLIN COUNTY

Mayor - City of Parker

Vote For 1

	TOTAL	VOTE %		Election Day	Early Voting	Ballots By Mail	Provision al	Limited Ballot
Lee Pettie	310	100.00%		114	179	17	0	0
Total Votes Cast	310	100.00%		114	179	17	0	0
Overvotes	0			0	0	0	0	0
Undervotes	209			91	116	2	0	0
Contest Totals	519			205	295	19	0	0

Councilmember-At-Large - City of Parker

Vote For 2

	TOTAL	VOTE %		Election Day	Early Voting	Ballots By Mail	Provision al	Limited Ballot
Dawn R. Hedlund	259	27.70%		120	130	9	0	0
Buddy Pilgrim	352	37.65%		127	215	10	0	0
Randy Kercho	260	27.81%		99	156	5	0	0
Aubree Marino	64	6.84%		23	35	6	0	0
Total Votes Cast	935	100.00%		369	536	30	0	0
Overvotes	0			0	0	0	0	0
Undervotes	103			41	54	8	0	0
Contest Totals	1,038			410	590	38	0	0



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: May 29, 2024
Exhibits:	Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR MAY 21, 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 prior to the City Council meeting.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024



MINUTES
CITY COUNCIL MEETING
MAY 21, 2024

CALL TO ORDER – Roll Call and Determination of a Quorum

The Parker City Council met in regular meeting on the above date at Parker City Hall – Fire Department Training Room, 5700 E. Parker Road, Parker, Texas, 75002.

Mayor Lee Pettle called the meeting to order at 6:00 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Amanda Noe, and Buddy Pilgrim were present.

Staff Present: City Administrator Luke Olson, Interim City Attorney Catherine Clifton, Fire Chief Mike Sheff, Police Chief Kenneth Price, and Police Sergeant Ralph Burdick

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:

1. Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
2. Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney.
3. Government Code Section 551.071 —Consultation with the City's attorneys concerning the legal status, strategies, and options for resolution in Cause No. 296-02421-2024, styled Ware, et al. v. Restore the Grasslands and City of Parker, where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Parker and the Parker City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation.
4. Government Code Section 551.071(2) – Consultation with Attorney related to Texas Local Government Code Chapter 42, 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).
5. Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.
6. Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

Mayor Lee Pettle recessed the regular meeting to Executive Session at 6:04 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 8:30 p.m.

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

No action was taken.

WORKSHOP

Mayor Pettle announced City Council would not be going into a workshop tonight. The workshop posting was in error. This workshop is planned for the June 4, 2024 City Council meeting.

CITY ATTORNEY DISCUSSION

ADJOURN

Mayor Lee Pettle adjourned the meeting at 8:31 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Approved on the 4th day
of June, 2024.

Patti Scott Grey, City Secretary



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 for Municipal Court Clerk Lori Newton
Estimated Cost:	Date Prepared:	May 29, 2024
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. Candidate Municipal Court Judge Resume 3. Current Municipal Court Alt. Judge Cover Letter, Resume and Info (Res. No. 2023-766) 4. Candidate City Prosecuting Attorney Resume 5. Resolution No. 2023-766 (Appointment of Municipal Officials) 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-793 APPOINTING 2024-2026 COURT OFFICIALS.

SUMMARY

City Council adopted Resolution No. 2023-766, passed and approved October 17, 2023 reflects the most recent City of Parker, Court Official appointments, as follows:

Municipal Court Judge: Raymond D. Noah

Municipal Court Alternate Judge: Cass Robert Callaway

City Prosecuting Attorney: David Hill

Alternate Prosecuting Attorney: Amy J. Stanphill

Municipal Court Clerk: Lori Newton.

This Resolution is to amend and restate Resolution No. 2023-766, while making the appointments the City normally makes every other year, which run concurrent with the term of the city's Mayor, as follows:

Municipal Court Judge: Raymond D. Noah has decided to retire and does not want to be reappointed; current Municipal Court Alternate Judge Cass Robert Callaway would like to remain as our Alternate Judge; City Prosecuting Attorney David Hill is seeking the Municipal Court Judge position; Larence "Trey" M. Lansford III is seeking the City Prosecuting Attorney position; the Alternate Prosecuting Attorney position is currently vacant; and current Municipal Court Clerk Lori Newton would like to remain as our Municipal Court Clerk.

§ 31.03 MUNICIPAL COURT JUDGE; ALTERNATE.

- A) The City Council shall appoint a legally qualified person as Municipal Court Judge, who shall serve a term concurrent with the term of the city's Mayor. The Municipal Court Judge shall be compensated at a rate as established by the City Council by resolution from time to time.
- B) The City Council may appoint a legally qualified person as Alternate Municipal Court Judge, who shall serve a term concurrent with the term of the city's Mayor. The Alternate Municipal Court Judge shall be compensated at the same rate as established by the City Council for the Municipal Court Judge.

(Ord. 381-95, passed 3-14-1995)

§ 31.04 MUNICIPAL COURT CLERK.

The City Secretary shall serve as the Municipal Court Clerk unless the City Council appoints a Court Clerk who shall qualify within the term provided by law. The term of the Municipal Court Clerk shall be concurrent with the term of the Mayor.
(Ord. 381-95, passed 3-14-1995)

📖 § 31.05 PROSECUTING ATTORNEY.

The City Attorney shall serve as the prosecuting attorney in the Municipal Court unless the City Council shall appoint another qualified attorney to be the prosecuting attorney of the Municipal Court.

(Ord. 381-95, passed 3-14-1995)

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:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024

RESOLUTION NO. 2024-793
(Appointment of Municipal Court Officials)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ESTABLISHING TERMS OF OFFICE FOR THE MUNICIPAL COURT JUDGE, ALTERNATE COURT JUDGE, AND PROSECUTING ATTORNEY, LEAVING THE ALTERNATE PROSECUTING ATTORNEY VACANT, AND ESTABLISHING THE TERM FOR THE MUNICIPAL COURT CLERK AND APPOINTING INDIVIDUALS TO THOSE OFFICES.

WHEREAS, the City Council of the City of Parker desires to establish uniformity in the appointment of its municipal court officials; and

WHEREAS, the City Council of the City of Parker has determined that two year terms, coinciding with the terms of the mayor of Parker are appropriate;

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

SECTION 1. The terms of office for municipal court officials, including municipal court judge, municipal court alternate judge, and city prosecutor, are to coincide with the two-year term of the mayor of Parker. The current term is May 2024 through May 2026. Persons appointed to municipal court office shall hold the office for the term appointed, and thereafter until either re-appointed or until a successor has been appointed by the city council, and qualified.

SECTION 2. For the current term ending on the municipal election date in May 2024, the following are appointed:

- a. Municipal court judge: _____
- b. Municipal court alternate judge: _____
- c. City prosecuting attorney: _____
- d. Alternate prosecuting attorney: Vacant
- e. Municipal Court Clerk: _____

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 4th day of June, 2024.

APPROVED:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney

Proposed

LAW OFFICE OF DAVID C. HILL

PRESTON COMMONS WEST

8117 PRESTON ROAD

SUITE 300

DALLAS, TEXAS 75225

TEL: (214) 762-3813

FAX: (214) 594-9127

EDUCATION:

SMU School of Law
Juris Doctor, 1992

Southern Methodist University
BBA - Business, 1989
BA - English
Minor - Medieval Studies

BAR ADMISSIONS:

State Bar of Texas, 1992
Federal District Court, Northern District of Texas, 1995

PROFESSIONAL EXPERIENCE:

Dallas County District Attorney's Office, 1992 - 1995

Responsible for the prosecution of misdemeanor and felony level cases. Promoted to serve as Chief Prosecutor of two misdemeanor courts. Successfully served as lead felony prosecutor in multiple serious felony jury trials, including, but not limited to, murder, aggravated robbery, and other violent felony offenses.

Fiedler & Akin, P.C., 1995 - 1998

Served as an associate attorney in the representation of clients in civil, family law, and criminal cases.

Law Office of David C. Hill, 1998 - present

Represent clients in the most difficult of life situations, including, but not limited to, civil, family law, and criminal matters.

PERSONAL:

Father of two sons who are pursuing graduate school studies in Political Science and Archaeology.

Painter, classical musician (flute), and an avid, lifelong fossil hunter. Have contributed personal fossil finds to several museums and schools, including specimens on public display at The Perot Museum of Nature & Science, Dallas, Texas.

Eagle Scout

RESOLUTION NO. 2023-766
(Appointment of Alternate Municipal Judge)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING AND RESTATING RESOLUTION NO. 2023-736 ESTABLISHING TERMS OF OFFICE FOR THE MUNICIPAL COURT JUDGE, MUNICIPAL COURT ALTERNATE JUDGE, AND PROSECUTING ATTORNEY AND ALTERNATE PROSECUTING ATTORNEY, AND MUNICIPAL COURT CLERK AND APPOINTING INDIVIDUALS TO THOSE OFFICES; AUTHORIZING EXECUTION OF RELATED AGREEMENTS AND DOCUMENTS; AND PROVIDING REPEALER.

WHEREAS, the City Council of the City of Parker desires to establish uniformity in the appointment of its municipal court officials; and

WHEREAS, the City Council of the City of Parker has determined that two-year terms, coinciding with the terms of the mayor of Parker are appropriate; and

WHEREAS, the currently appointed Municipal Court Alternate Judge has decided to retire and appointment of a new Municipal Court Alternate Judge is required.

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

SECTION 1. The terms of office for municipal court officials, including municipal court judge, municipal court alternate judge, and city prosecutor, are to coincide with the two-year term of the mayor of Parker. The current term is May 2022 through May 2024. Persons appointed to municipal court office shall hold the office for the term appointed, and thereafter until either re-appointed or until a successor has been appointed by the city council, and qualified.

SECTION 2. For the current term ending on the municipal election date in May 2024, the following are appointed:

- a. Municipal Court Judge: Raymond D. Noah
- b. Municipal Court Alternate Judge: Cass Robert Callaway
- c. City Prosecuting Attorney: David Hill
- d. Alternate Prosecuting Attorney: Amy J. Stanphill
- e. Municipal Court Clerk: Lori Newton

SECTION 3. The Mayor is hereby authorized to execute all necessary documents in connection with the agreement for Alternate Judge services on behalf of the City of Parker.

SECTION 4. 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 RESOLVED by the City Council of the City of Parker, Texas on this the 17th
day of October, 2023.



**APPROVED:
CITY OF PARKER**



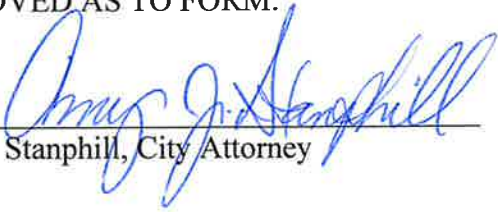
Mayor Lee Pettie

ATTEST:



City Secretary Patti Scott Grey

APPROVED AS TO FORM:



Amy J. Stanphill, City Attorney

ORDINANCE NO. 381-95

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ESTABLISHING A MUNICIPAL COURT FOR THE CITY OF PARKER PURSUANT TO CHAPTER 29 OF THE GOVERNMENT CODE PROVIDING FOR JURISDICTION, APPOINTMENT OF MUNICIPAL JUDGE AND ALTERNATE JUDGE, TERM OF OFFICE AND COMPENSATION, AND PROVIDING FOR A COURT CLERK AND PROSECUTING ATTORNEY, AND PROVIDING FOR CONFLICTS AND SEVERABILITY.

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

SECTION 1. ESTABLISHMENT. The Parker City Council hereby establishes the Parker Municipal Court which shall be operated in accordance with the constitution and laws of the State of Texas.

SECTION 2. JURISDICTION.

(A) The municipal court has exclusive original jurisdiction within the territorial limits of the City of Parker in all criminal cases that:

- (1) arise under the ordinances of the City of Parker; and
- (2) are punishable only by a fine not to exceed:
 - (a) \$2,000 in all cases arising under the City's ordinances that govern fire safety, zoning, or public health and sanitation, including dumping of refuse; or
 - (b) \$500 in all other cases.

(B) The municipal court has concurrent jurisdiction with the justice court of a precinct in which the City of Parker is located in all criminal cases arising under state law that:

- (1) arise within the territorial limits of the City of Parker; and
- (2) are punishable only by a fine not to exceed \$500.

(C) The municipal court has jurisdiction in the forfeiture and final judgment of all bail bonds and personal bonds taken in criminal cases of which the court has jurisdiction.

SECTION 3. MUNICIPAL COURT JUDGE. The City Council shall appoint a legally qualified person as municipal court judge who shall serve a term concurrent with the term of the City's mayor. The Parker municipal court judge shall be compensated at a rate as established by the City Council by resolution from time to time.

SECTION 4. ALTERNATE MUNICIPAL COURT JUDGE. The City Council may appoint a legally qualified person as alternate municipal court judge who shall serve a term concurrent with the term of the City's mayor. The Parker alternate municipal court judge shall be compensated at the same rate as established by the City Council for the municipal court judge.

SECTION 5. COURT CLERK. The City's secretary shall serve as the municipal court clerk unless the City Council appoints a court clerk who shall qualify within the term provided by law. The term of the municipal court clerk shall be concurrent with the term of the Mayor.

SECTION 6. PROSECUTING ATTORNEY. The City's Attorney shall serve as the prosecuting attorney in the Parker municipal court, unless the City Council shall appoint another qualified attorney to be the prosecuting attorney of the Parker municipal court.

SECTION 7. CONFLICTS. All ordinances and provisions of the City of Parker, Texas, including but not limited to Ordinance No. 126, that are in conflict with this Ordinance shall be and the same are hereby repealed, and all ordinances and provisions of ordinances of said City not so repealed are hereby retained in full force and effect.

SECTION 8. SEVERABILITY. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be deemed severable and, should any such paragraph, sentence, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of this Ordinance left standing.

DULY APPROVED AND PASSED by the City Council of the City of Parker, Collin County, Texas, this 14 day of March, 1995.

CITY OF PARKER

by: Jack Albritton
Jack Albritton, Mayor

ATTEST:

Betty McMenamy
Betty McMenamy, City Secretary

APPROVED AS TO FORM:

John E. Rapier
John E. Rapier, City Attorney

Wednesday, August 30, 2023

Ms. Amy Stanphill

City Attorney

City of Parker

5700 East Parker Road

Parker, Texas 75002

astanphill@parkertexas.us

Re: Parker Municipal Court Associate Judgeship Letter of Interest

Ms. Stanphill,

Thank you for reaching me regarding the available municipal court associate judgeship for your court.

As you know, I am a 19-year licensed Texas attorney with comprehensive experience in municipal court. I have been a municipal judge for 14 years. I serve several cities, and absolutely love the work of being a municipal judge. For me, my judgeships aren't a side gig, or a part-time interest. I devote all my professional time, research, and work to municipal court judging.

My judicial philosophy is rooted in the following principles:

- Every defendant, from all walks of life, whether represented by an attorney or not, deserve to be treated with **respect**, **fairness** and with **justice** as the primary goal.
- **Educate. Educate. Educate.** When on the bench, it is fundamentally important to make sure the person before you understand what he/she is charged with, what their rights are and what their options are for disposition. No person should ever leave the court with questions unanswered or confused about what the court ordered them to do.
- All rules of evidence, discovery, and law should be strictly applied/followed.
- The use of **technology** and modern communication methods should be favored to promote a faster, more efficient docket and to promote a better experience for the defendants trying to access the court to handle their business.
- Applying a "let's get this done" work ethic, when serving defendants, attorneys, the prosecutors, and the court staff, should be a high priority to reduce the overall workload of the municipal court team.

I believe my judicial philosophy would match up well with your court team.

Because I have been practicing in municipal court for many years now, I have built strong relationships with the lawyers and judges who work in municipal courts. This network of municipal court practitioners is a great resource when it comes to innovating a court process or redoing a court form or learning the best way to accomplish some process. If joining your court, I would bring all of that goodwill and network with me.

I also have extensive criminal law experience as a prosecutor and defense attorney. With that experience, I am able to serve police departments (particularly the detectives in CID, the patrol officers seeking blood warrants, etc.) with a level of knowledge not typical of a municipal court judge. I also keep up with the court of appeals rulings on search and seizure issues, criminal law probable cause rulings, and other criminal law issues. Just recently a 2nd Court of Appeals case affecting blood draw warrants issued in May led me to re-write our blood search warrant template and to work with police departments to promulgate the updated version to all the officers.

Several years ago, I became a faculty member of the Texas Municipal Courts Education Center (TMCEC). Since then, I have been a frequent presenter, teaching topics such as preemption, commercial driver's license masking, ethics, and this year – trial procedure to judges and clerks all over Texas. This year, I had perfect attendance, presenting at all nine judge school trainings (Tyler, Austin, San Antonio, Galveston, Houston, Corpus Christi, Dallas, El Paso, San Angelo, and Houston) – teaching to over a thousand Texas judges. Ryan Turner (Executive Director) and Mark Goodner (General Counsel and Director of Education) can vouch for my hard work for their organization and passion for municipal court practice.

It would be an honor to serve Parker as an associate municipal judge. I look forward to hearing back from you.

My email address is cass.callaway@gmail.com and my cell number is 214-808-8958.

Sincerely,



Judge Cass Robert Callaway

CASS ROBERT CALLAWAY

Post Office Box 570722, Dallas, Texas 75357-0722
214-808-8958 Cell/Text – cass.callaway@gmail.com

EDUCATION

Admitted to the Texas Bar, Supreme Court of Texas, November 2004 (19-year practicing attorney)
Texas Tech School of Law, Doctor of Jurisprudence, May 2004
University of Texas at Austin, Bachelor of Science Communications, December 1998

EXPERIENCE

Municipal Court Judge/Magistrate November 2010 – Present (11 years municipal court judge experience)

- Serve as part-time presiding municipal judge of the Murphy, Hutchins, Glenn Heights, Westworth Village, Westover Hills, and Mansfield municipal courts
- Serve as associate/alternate judge for Addison, Burleson, and Rowlett municipal courts
- Preside over criminal bench and jury trials, dangerous dog determinations, property hearings, animal cruelty determinations, juvenile magistration/interviews, jail bond hearings (15.17 hearings), 16.22 hearings/reviews (mental health)
- Proficient in INCODE and LT court software systems
- Magistrate jailed defendants, setting bail, emergency protective orders (EPO), setting bond conditions, and explaining requirements of jail release/promise to appear
- Review arrest and search warrant affidavits, draft and sign warrants
- Faculty/trainer presenter for the Texas Municipal Courts Education Center (TMCEC) teaching Texas municipal judges on legal issues (preemption, CDL enforcement, trial procedure, and ethics)
- Assist municipal court staff with docket control, court procedures, drafting standing orders, setting fines, and all other court procedure/process related tasks
- Proficient in conducting all court dockets, hearings and proceedings on Zoom including jury trials (presided over one of three Class C misdemeanor courts in the state to conduct a jury trial on Zoom from pretrial to a verdict), setting up Zoom dockets, ensuring security, etc.

Law Office of Cass Callaway

Dallas, Texas

Owner/Lawyer

February 2006-May 2020

- Defended people accused of Class C misdemeanors all the way up to first degree felonies in county and district courts throughout the North Texas area
- Litigated municipal court trials (over 100 jury trials) and (over 750 bench trials)
- Local counsel for civil expunction and nondisclosure law firm based in California – argued expunction and nondisclosure legal issues/hearings in county and district courts all across Texas
- Served as city attorney for Venus and Godley, Texas prosecuting in their municipal courts as well as serving the city councils as legal counsel for employee, land use, open meetings compliance, public information requests, and litigation

City of Fort Worth

Fort Worth, Texas

Prosecuting Attorney

January 2005-February 2006

- Represented the State of Texas and the City of Fort Worth in jury and bench trials (150+)
- Drafted motions, wrote legal memos, and prepare all required written materials for trial
- Interviewed witnesses and prepared them to testify in jury and bench trials

Law Office of Floyd Holder

Lubbock, Texas

Law Clerk/Legal Researcher

January 2003-May 2004

- Worked with defense team that represented a Texas Tech Medical School researcher who sparked a national terror scare over missing bubonic plague, a complex federal criminal case that involved wire and contract fraud, tax evasion, terrorism statutes, transporting hazardous substances and smuggling

University of Texas at Austin Conflict Resolution Center

Austin, Texas

Mediator

August-December 1998

- Mediated tenant, family, personnel and roommate conflicts in student run mediation center

LAW AND COURTROOM TRAINING/PROFESSIONAL MEMBERSHIPS

Texas Municipal Court Education Center (TMCEC) Faculty/Trainer/Curriculum Development, Municipal Judge School (Annually), Texas Municipal Courts Association Member, Criminal Trial College Practicum Graduate, Member of the Texas Bar, Member in Good Standing



STATE BAR of TEXAS

**MR. CASS ROBERT CALLAWAY**

Eligible to Practice in Texas

LAW OFFICE OF CASS CALLAWAY**Bar Card Number:** 24045601**TX License Date:** 11/05/2004**Primary Practice Location:** Fort Worth , Texas

PO Box 570722

Dallas, TX 75357-0722

CONTACT INFORMATION**Tel:** 214-360-9787 📞**Practice Areas:** Criminal, Government/Administrative**Statutory Profile Last Certified On:** 05/14/2021**PRACTICE INFORMATION****Firm:** Law Office of Cass Callaway**Firm Size:** Solo**Occupation:** Private Law Practice**Practice Areas:** Criminal, Government/Administrative**Services Provided:**

Deaf/Hard of Hearing Translation: Not Specified

ADA-accessible client service: Not Specified

Language translation: Not Specified

Fee Options Provided: ?

None Reported By Attorney

Please note: Not all payment options are available for all cases, and any payment arrangement must be agreed upon by the attorney and his/her client. The State Bar of Texas is not responsible for payment arrangements between an attorney and his/her client.

COURTS OF ADMITTANCE**Federal:**

None Reported By Attorney

Other Courts:

None Reported By Attorney

Other States Licensed:

None Reported By Attorney

Please note: This information is self-reported by Texas attorneys. Current license or admittance status can only be certified by the appropriate court or licensing entity.

Foreign Language Assistance:

None Reported By Attorney

LAW SCHOOL**School****Degree earned**

Texas Tech University

Graduation Date 05/2004**PUBLIC DISCIPLINARY HISTORY****State Bar of Texas**

No Public Disciplinary History

Other States

None Reported By Attorney

Sanctions that indicate a judgment is on appeal are still in effect but are not final and subject to change. To request a copy of a disciplinary judgment that is not available online or for more information about a specific disciplinary sanction listed above, please contact the Office of the chief Disciplinary Counsel at (877) 953-5535.

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PROFESSIONAL SERVICES AGREEMENT FOR ALTERNATE MUNICIPAL COURT JUDGE Parker Municipal Court

THIS AGREEMENT is made and entered into on October 18, 2023, by and between the **City of Parker, Texas** ("City"), a Type-A general law city situated in Collin County, Texas, and **Cass Robert Callaway** ("Callaway").

WHEREAS, on **October 17, 2023**, the City Council of the City of Parker, Texas, approved **Resolution Number 2023-766**, in which the City Council appointed Cass Robert Callaway to serve as an alternate judge of the Parker Municipal Court and authorized the Mayor execute an agreement for professional services for an alternate judge with Cass Robert Callaway.

NOW, THEREFORE, in consideration of the mutual promises and benefits provided herein, the foregoing premises agreed upon by the parties and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

I. EFFECTIVE DATE AND APPOINTMENT OF ALTERNATE JUDGE

A. The City does hereby appoint and contract for the services of Cass Robert Callaway to serve as an alternate municipal judge and magistrate for and under the laws of the State of Texas, for a term of two years pursuant to TEXAS GOVERNMENT CODE Section 29.005¹, beginning **October 18, 2023** and continuing through midnight **October 18, 2025**, with all powers, rights and duties of said appointment and as provided by ordinances of the City and subject to the terms and conditions herein. Provided however, said two-year term is subject to the City of Parker Code of Ordinances Section § 31.03 which provides that the City Council may appoint a legally qualified person as Alternate Municipal Court Judge, who shall serve a term concurrent with the term of the city's Mayor. This initial appointment is for the remainder of the Mayor's term to the May 2024 election. A reappointment ordinance will be presented to Council for all Municipal Officers in May 2024.

B. Callaway has been appointed in accordance with the ordinances of the City, upon approval of the City Council.

C. Callaway shall perform duties in compliance with the ordinances of the City, specifically but not limited to, Chapter 31: Municipal Court.

II. TERM AND TERMINATION

¹ TEXAS GOVERNMENT CODE Section Sec. 29.005. TERM OF OFFICE. The judge of a municipal court serves for a term of office of two years unless the municipality provides for a longer term pursuant to Article XI, Section 11, of the Texas Constitution. A municipal court judge who is not reappointed by the 91st day following the expiration of a term of office shall, absent action by the appointing authority, continue to serve for another term of office beginning on the date the previous term of office expired.

A. Callaway shall serve at the pleasure of the City Council and at such times as determined necessary by Callaway or by City for the proper administration of the Parker Municipal Court and for the provision of the services identified in this agreement. This agreement and Callaway's services may be terminated at any time by the City Council, in accordance with applicable state law. The services of Callaway shall be utilized by City on an as-needed basis.

B. If Callaway desires to terminate this agreement, he shall provide a minimum thirty (30) day notice to the City and ensure availability to cover any dockets that he is already scheduled to serve within such thirty (30) day period.

III. COMPENSATION OF ALTERNATE JUDGE

The City shall compensate Callaway as follows:

A. As compensation for all required services herein during the term of this agreement, the City agrees to pay to Callaway as follows:

\$600.00	Per Docket Covered
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B. Callaway shall send an invoice to the **Parker Municipal Court, Court Administrator, 5700 East Parker Road, Parker, Texas 75002** and/or email to **Lori Newton, LNewton@parkertexas.us** once per month. The invoice shall indicate the type of service performed and the date of each service.

C. City shall pay Callaway once per month within thirty (30) days from the date the invoice is received by City.

D. Callaway will not be compensated for time spent attending state required training or for the cost of such training. And Callaway will not be reimbursed for professional licensure fees or occupation taxes.

E. Callaway shall be, always and for all purposes, considered an **independent contractor** of the City, as that term is defined by Texas legal authority, not an employee of the City. Callaway agrees that no property right shall be created by the execution of this agreement. Callaway shall be exclusively responsible for the payment of his own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to workers' compensation and Social Security obligations, professional fees, or dues. Callaway shall not be eligible to participate in any benefit program provided by the City for its employees.

IV. DUTIES OF ALTERNATE JUDGE

A. During the duration of this agreement, Callaway shall, in the absence of the presiding judge, preside over the Parker Municipal Court and perform all the duties set forth below.

B. Callaway shall perform the functions and duties specified in the applicable sections of the ordinances of the City and shall perform such other legally permissible and proper duties and functions as the City shall assign from time to time.

C. Callaway shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas (dockets, reviewing/signing judgments/orders, participating in court security committee activities, entering docket entries in court software/court files, setting fine amounts, and other duties bestowed upon a municipal judge). Callaway shall also perform all services and duties customarily performed by a magistrate in the State of Texas (juvenile confession magistrations, animal cruelty hearings, stolen property hearings, 15.17 hearings, junked vehicle hearings, municipal code public nuisance abatement administrative warrants, premises/evidentiary search warrants, administering oaths, at-large arrest warrants, emergency protective orders, and other duties bestowed upon a municipal magistrate).

D. Callaway shall comply with all provisions of the TEXAS CODE OF JUDICIAL CONDUCT, the TEXAS RULES OF JUDICIAL ADMINISTRATION, the RULES OF JUDICIAL EDUCATION², the ordinances of the City, Chapter 29 of the TEXAS GOVERNMENT CODE, and all other applicable laws pertaining to the operations of the Parker Municipal Court, and duties as a magistrate. In the event of a conflict between the terms of this agreement and said codes, ordinance, statutes, or laws, the terms of said codes, ordinances, statutes, or laws shall govern.

E. Callaway shall timely perform all duties, without unnecessary delay or postponement.

F. Callaway is required to keep abreast of state law and local ordinances, including state-mandated fees for the Parker Municipal Court. Although a recognized function of judicial discretion, Callaway shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the rules adopted by the City and shall be uniform and consistent in the implementation of judicial policy in accordance with state law and local ordinances. Callaway shall apply the law and enter judgments in accordance with state law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.

² <https://www.txcourts.gov/media/1447901/rules-of-judicial-education.pdf>

G. Callaway shall be available for all duties according to the monthly schedule prepared by the presiding judge and court administrator, including after hours, weekends, and holidays.

H. Callaway shall complete an anti-bribery "Statement of Appointed Officer" per TEXAS CONSTITUTION Article XVI, Sec. 1(b) and swear to the "Oath of Office" as required by TEXAS CONSTITUTION Article XVI, Sec. 1(a) as soon as practicable after appointment.

V. CONSISTENT JUDICIAL ADMINISTRATION

A. The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, Callaway shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center ("TMCEC").

B. Callaway shall adhere to all standing orders and local rules of the court set by the presiding judge.

VI. ON CALL PROCEDURES

A. Callaway shall coordinate with the presiding judge and the court administrator to develop a schedule of "on call" dates for each month. Callaway shall then serve during the scheduled times as the "on call" judge/magistrate for the City and police department.

B. When "on call," Callaway must return calls/requests for service within fifteen (15) minutes.

C. It is the responsibility of Callaway to notify the court and the police department of current telephone numbers, email address, and location where Callaway may be reached while on "on call" duty if said number or location are different from any such numbers or location on file.

VII. MUNICIPAL COURT

A. Callaway, in the absence of the presiding judge, is responsible for signing court documents and orders, and shall do so when at the court. Callaway shall also be available to the court staff to sign documents remotely/virtually if requested.

B. Court dockets shall commence promptly for scheduled docket times on designated court dates. Callaway shall make every effort to take the bench and convene court dockets at the designated docket time.

VIII. GENERAL PROVISIONS

A. This agreement represents the entire and integrated agreement between the City and Callaway and supersedes all prior negotiations and representations and/or agreements either written or oral. This agreement may be amended only by written instrument signed by both the City and Callaway. Callaway further states that he has carefully read the foregoing agreement, understands the contents thereof and signs the same as Callaway's own free act.

B. This agreement shall be governed by the laws of the State of Texas and venue for any proceeding related to this agreement shall be in Collin County, Texas. This agreement is not assignable.

C. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. City shall, within thirty (30) days of this appointment, comply with TEXAS GOVERNMENT CODE Section 29.013(a), notifying the Texas Judicial Council of the appointment³.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date shown above.

CITY OF PARKER, TEXAS:

By: 
Lee Pettie, Mayor

ATTEST:

By: 
Patti Scott Grey, City Secretary

³ <https://www.tmcce.com/wp-content/uploads/2023/05/MunicipalCourtPersonnelForm.pdf>

APPROVED AS TO LEGAL FORM:

By: 
Amy J. Stanphill, City Attorney

CALLAWAY:

Cass Robert Callaway
Post Office Box 570722
Dallas, Texas 75357-0722
cass.callaway@gmail.com

Larence M. Lansford, III (“Trey”)

EXPERIENCE

City of Garland, Texas, Garland, Texas

Deputy City Attorney – January 2023 – Present

- Supervise three Senior Assistant Attorneys and lead transactional department.
- Advise Council and City Staff on transactional and eminent domain legal matters.
- Assist with the preparation of ordinances, resolutions, and presentations to Council.
- City Attorney’s Office liaison to the Garland Municipal Courts.
- Assist with municipal prosecutions.
- Substitute attendance at Garland Foundation for Development and Planning Commission meetings for legal advice/recommendations.
- Attend all meeting of the 2023-2024 Charter Review Committee; draft all proposed recommended changes to the charter and adjoining ballot propositions.
- Draft and review contracts and agreements, provide legal recommendations, and negotiate with opposing counsel as necessary.

City of Parker, Texas, Parker, Texas

City Attorney – January 2022 – January 2023

- First full-time city-employed City Attorney appointed by Council.
- Advise Council and City Staff on all legal matters.
- Assist with the preparation of ordinances, resolutions, and presentations to Council.
- Attend all City Council meetings for legal advice/recommendations and parliamentary procedure.
- Attend selected board and commission meetings (including Planning & Zoning and Parks & Recreation commissions) for legal advice/recommendations and parliamentary procedure.
- Review all contracts and agreements, provide legal recommendations, and negotiate with opposing counsel as necessary.
- Assist with the review of Public Information Act requests and prepare letters to the Attorney General’s Office for the withholding of documents.
- Coordinate and supervise outside counsel.
- Assist with municipal prosecutions.

City of Denton, Texas, Denton, Texas

Deputy City Attorney – August 2016 – January 2022

- Assist various city departments & boards (including Airport, Board of Ethics, Capital Projects, DME, Engineering, Library, Parks, Transportation, and Water/Wastewater) with legal advice/recommendations regarding contract and agenda issues.

- Assist all city departments with real estate ownership and title issues, as well as drafting of real estate transaction documents and associated ordinances, resolutions, and presentations for approval.
- Assist with supervision and direction of infrastructure and capital improvement projects for various city departments.
- Provide training to new attorneys regarding general municipal and department specific procedures.
- Attend Board of Ethics, Mobility Committee, Traffic Safety Commission, and Airport Committee meetings to assist with parliamentary procedure and legal advice/recommendations.
- Support and substitute attendance at Planning and Zoning Commission and Public Utility Commission meetings as necessary.
- Prepare eminent domain ordinances and motions for approval.
- Prosecute, manage, and supervise condemnation cases with outside counsel. (All pre-litigation work is performed in-house.)
- Review 3-way development contracts for legal compliance.
- Provide real estate advice and recommendations as necessary to Code Enforcement.

Solo Practitioner, Fort Worth, Duncanville, and Richardson, Texas

Attorney – March 2016 – Present

- Represent clients in a variety of contract and real estate matters.

Winstead PC, Houston and Fort Worth, Texas

Attorney – June 2011 – March 2016

- Lead Associate outside counsel for two domestic Fortune 500 oil and gas pipeline corporations managing complex Texas pipeline right-of-way acquisition projects spanning thousands of miles, communicating with clients and contractors daily, and supervising associates, paralegals, and assistants.
- Prepared and reviewed midstream oil and gas instruments, including pipeline easements, right-of-way agreements, license agreements, surface use agreements, road access easements, hydrostatic testing agreements, contracts for sale of real estate, assignments, and confidentiality agreements.
- Represented oil and gas corporations in negotiations with landowners or counsel for the acquisition of easements, right-of-way agreements, license agreements, surface use agreements, contracts for sale of real estate, and confidentiality agreements.
- First chair counsel in Texas State Court oil and gas eminent domain proceedings to acquire surface and pipeline easements.
- First chair counsel at numerous temporary restraining order and temporary injunction hearings.
- Represented clients in Texas State Court litigation involving exploration, production and marketing disputes, lease terminations, surface use and damages, and general contract disputes.
- Represented clients at oral hearings, prepared motions and pleadings, conducted interviews and depositions of parties, witnesses, and experts, drafted

and negotiated settlement agreements, represented clients in mediation, prepared discovery requests and responses, conducted legal research and drafted related memoranda.

Mullin Hoard & Brown, LLP, Amarillo, Texas

Attorney – April 2008 – June 2011

- Trial experience including first chair counsel in two Texas State Court litigation cases involving breach of contract and second chair counsel in several Texas State Court litigation cases involving family law matters and a large property damage dispute.
- Represented clients at oral hearings, prepared motions and pleadings, conducted interviews and depositions of parties, witnesses, and experts, drafted and negotiated settlement agreements, represented clients in mediation, prepared discovery requests and responses, conducted legal research and drafted related memoranda.
- Extensive deed and title searches for grassfire cases and lease tracing.

Law Offices of Rod Goble, Waco, Texas

Legal Intern/Law Librarian – August 2007 – April 2008

James E. Wren, III: Attorney at Law, Waco, Texas

Legal Research Assistant – August 2007 – April 2008

EDUCATION

Baylor Law School, Waco, Texas

Juris Doctor, February 2008 (Cum Laude)

Overall G.P.A. 3.34/4.0 (Approx. Top 12%)

Houston Baptist University, Houston, Texas

Bachelor of Arts in Speech Communications and Christianity, February 2005

Overall G.P.A. 4.0/4.0 (Summa Cum Laude)

ADMISSIONS

State Bar of Texas, May 2008

United States District Court – Northern District of Texas, November 2008

Fifth Circuit Court of Appeals, April 2023

United States Supreme Court, May 2023

CURRENT ASSOCIATIONS

American Bar Association, Member 2008 – Present

Fifth Circuit Bar Association, Member 2023 - Present

Texas Bar College, Member 2019 - Present

PRIOR ASSOCIATIONS

Amarillo Area Bar Association, Member 2008 – 2011

Amarillo Area Young Lawyer's Association, Member 2008 – 2011;
Board of Directors 2009 – 2011

Denton County Bar Association, Member 2016 – 2022

Houston Bar Association, Member 2011 – 2013

National Association of Parliamentarians, Member 2020 - 2023

Tarrant County Bar Association, Member 2013 – 2016
Vice Chair, Energy Section 2015 - 2016

Tarrant County Young Lawyers Association, Member 2013 – 2016

Texas Association of Defense Counsel, Member 2010 – 2011

PUBLICATIONS

What's in the Pipeline? An Update on Eminent Domain Law
Texas Bar Journal, March 2016

A New Dawn for Condemnation: Recent Developments and Changes in Procedure and Jurisprudence
Sixty-Third Annual Institute on Oil and Gas Law, Matthew Bender & Company, Inc., a member of the LexisNexis Group, 2012.

Of Mice and Men: Legal Issues for the Lethal Injection of Animals and Humans
Journal of Law, Ethics and Intellectual Property, Vol. 2, Issue 1, 2008



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: May 29, 2024
Exhibits:	1. Proposed Resolution

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-794 APPOINTING INVESTMENT OFFICERS AND MEMBERS TO SERVE ON THE INVESTMENT COMMITTEE.

SUMMARY

The City's Investment Policy requires that an Investment Committee, consisting of the Mayor, City Administrator, Finance Director and two other Council Members be appointed by resolution for a term of one year. The Investment Committee reviews the City's investment strategies and monitors the results of the investment program at least quarterly.

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:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024

RESOLUTION NO. 2024-794
(2024-2025 Investment Officers and Committee)

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

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

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

SECTION 1. Appointment of Investment Officers

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

SECTION 2. Appointment of Committee Members

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

<u>TITLE</u>	
	Lee Pettie _____ Mayor
	_____ Investment Official
	_____ Investment Official

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 4th day of June, 2024.

CITY OF PARKER:

Lee Pettie, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Catherine Clifton, Interim City Attorney



Council Agenda Item

Budget Account Code:	Meeting Date: See above
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: May 29, 2024
Exhibits:	<u>Proposed Resolution</u>

AGENDA SUBJECT

DISCUSSION, CONSIDERATION, AND ACTION ON RESOLUTION NO. 2024-795 AUTHORIZING THE MAYOR OF PARKER TO EXECUTE A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE AMENDMENT OF RESOLUTION 2023-738 OF THE CITY COUNCIL OF THE CITY OF PARKER AUTHORIZING OFFICIAL BANKING SIGNATURES.

SUMMARY

This Resolution would require all checks issued by the City of Parker to contain two signatures and must be signed by at least one of the following: the Mayor, the Mayor Pro-Tem or a councilmember set forth in the authorized signatories for the City of Parker depository accounts with American National Bank.

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:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024

RESOLUTION NO. 2024-795
(Amending ANB Bank Signature Authorization)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE AMENDMENT OF RESOLUTION NO. 2023-738 OF
THE CITY COUNCIL OF THE CITY OF PARKER AUTHORIZING
OFFICIAL BANKING SIGNATURES.**

WHEREAS, accounts have been established in the name of the City of Parker with the American National Bank of Texas, wherein may be deposited any of the funds of the City of Parker, whether represented by cash, checks, note, or other evidence(s) of debt, and from which deposit withdrawals may be made in the name of the City of Parker by duly authorized officials of the city;

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

SECTION 1. Powers Granted

The City Council of the City of Parker revokes any prior authorizations and grants the following authorized officials and persons set forth below in Section 2 to act as signatories with respect to the City of Parker's depository accounts held at American National Bank of Texas.

SECTION 2. Appointment of Authorized Officials

The following persons are the officials of the City of Parker and those authorized to act as signatories on the City of Parker's depository accounts, and true and original signatures of such officials and persons shall be provided to American National Bank of Texas as required thereby and maintained on record with the bank.

Lee Pettie
Jim Reed

Luke Olson
Patti Grey

Mayor
Mayor Pro-Tem
Councilmember
City Administrator
Assistant City Administrator / City Secretary

SECTION 3. Check Signatures

All checks issued by the City of Parker must contain two signatures and must be signed by at least one of the following: the Mayor, the Mayor Pro-Tem or a councilmember set forth above in Section 2.

DULY RESOLVED AND ADOPTED by the City Council of the City of Parker, Collin County, Texas, on this the 4th day of June, 2024.

CITY OF PARKER, TEXAS

Lee Pettie, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	May 29, 2024
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. City of Allen, TX letter, dated May 15, 2024 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-796, REGARDING NOMINATIONS OF A PRIMARY AND AN ALTERNATE REPRESENTATIVE FOR THE REGIONAL TRANSPORTATION COUNCIL (RTC).

SUMMARY

Please review information provided and be prepared to endorse/nominate Michael Schaeffer, Councilmember, City of Allen, as Primary RTC Representative, and Matthew Porter, Mayor, City of Wylie, as Alternate RTC Representative, on behalf of our community for the term July 1, 2024, to June 30, 2026.

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:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024

RESOLUTION NO. 2024-796
(Regional Transportation Council (RTC) Nomination(s))

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS; NOMINATING/ENDORISING PRIMARY AND ALTERNATE REPRESENTATIVES TO THE REGIONAL TRANSPORTATION COUNCIL ON BEHALF OF THE CITY OF PARKER FOR THE TERM JULY 1, 2024, TO JUNE 30, 2026.

WHEREAS, the City of Parker shares a regular and alternate seat on the Regional Transportation Council (“RTC”) with the cities of Allen, Lavon, Lucas, Murphy, Parker, Rowlett, Sachse, and Wylie; and

WHEREAS, City of Allen Mayor Pro Tem currently serves and the primary representative and City of Wylie Mayor serves as the alternate representative; and

WHEREAS, City of Allen Mayor Pro Tem does not wish to serve another term as primary representative; and

WHEREAS, Michael Shaeffer, Councilmember, City of Allen and Matthew Porter, Mayor, City of Wylie, each meet(s) the qualifications and has/have expressed an interest in serving on the Regional Transportation Council (RTC) as Primary and Alternate Representatives respectively;

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

The City Council of the City of Parker, Texas authorizes the Mayor to execute and deliver this Resolution and/or an endorsement to the RTC, endorsing/nominating the following as representatives for the Regional Transportation Council:

PRIMARY REPRESENTATIVE _____ and
ALTERNATE REPRESENTATIVE _____ .

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 4th day of June, 2024.

CITY OF PARKER:

Lee Pettie, Mayor

ATTEST:

Patti Scott Grey, City Secretary
Resolution No. 2024-796
Regional Transportation Council (RTC) Nomination

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney

Proposed



May 15, 2024

The Honorable Vicki Sanson
Mayor
City of Lavon
PO Box 340
Lavon, TX 75166

The Honorable Dusty Kuykendall
Mayor
City of Lucas
665 Country Club Road
Lucas, TX 75002

The Honorable Scott Bradley
Mayor
City of Murphy
206 North Murphy Road
Murphy, TX 75094

The Honorable Lee Pettie
Mayor
City of Parker
5700 E. Parker Road
Parker, TX 75002

The Honorable Blake Margolis
Mayor
City of Rowlett
4000 Main Street
Rowlett, TX 75088

The Honorable Jeff Bickerstaff
Mayor
City of Sachse
3815 B Sachse Road
Sachse, TX 75048

The Honorable Matthew Porter
Mayor
City of Wylie
300 Country Club Road
Wylie, TX 75098

RE: Regional Transportation Council Representation

Dear Mayor Sanson, Mayor Kuykendall, Mayor Bradley, Mayor Pettie, Mayor Margolis, Mayor Bickerstaff, and Mayor Porter:

The Regional Transportation Council (RTC) is requesting nominations for the regular and alternate seat shared by our communities. Allen Mayor Pro Tem Chris Schulmeister currently serves as the Primary Representative to the RTC for our shared seat, with Mayor Porter of Wylie serving as the Alternate Representative. With one year remaining in his term of office, Mayor Pro Tem Schulmeister has decided not to seek a new term. Allen Councilmember Michael Schaeffer has expressed a willingness to serve as your Primary Representative to the RTC with Mayor Porter of the City of Wylie continuing as the Alternate Representative. Both Councilmember Schaeffer and Mayor Porter would serve the length of the term of appointment to the RTC.

If you have any questions or would like to discuss further, please contact me at 214.509.4120 or bbrooks@cityofallen.org.

Sincerely,

Baine L. Brooks
Mayor

cc: Ms. Kim Dobbs, City Manager, City of Lavon
Ms. Joni Clarke, City Manager, City of Lucas
Ms. Aretha L. Adams, City Manager, City of Murphy
Mr. Luke Olson, City Manager, City of Parker
Mr. David Hall, City Manager, City of Rowlett
Ms. Gina Nash, City Manager, City of Sachse
Mr. Brent Parker, City Manager, City of Wylie
The Honorable Chris Schulmeister, Mayor Pro Tem, City of Allen
The Honorable Michael Schaeffer, City Council, City of Allen
Mr. Eric Ellwanger, City Manager, City of Allen

Attachments:

Bio for The Honorable Michael Schaeffer, City of Allen
Regional Transportation Council Representative Endorsement Form

MICHAEL SCHAEFFER

Councilmember Place No. 1

Term 2024-2027

Councilmember Michael Schaeffer is committed to building a best-in-class community that attracts both families and businesses through exceptional amenities and intentional, responsible growth.

Prior to his election to Allen City Council, Schaeffer spent more than eleven years as a board member on the Allen Economic Development Corporation, including two years as vice president and eight as president. He also served as the public safety subcommittee chair during the 2023 City of Allen CIP bond campaign and participated in the library subcommittee for the 2016 City of Allen CIP bond campaign. In addition, Schaeffer has served on the board of the Allen Public Safety Recovery Fund and the 2010 Allen Census Committee.

Schaeffer is a small business owner with experience in the construction and restaurant industries. He and his family have lived in Allen for more than 25 years.

Contact Michael Schaeffer

Phone: 214.509.4121

[Email](#)

Regional Transportation Council Representative Endorsement

On behalf of the City of _____,

I, _____, Mayor, do hereby endorse the following to serve as RTC Primary and Alternate Representatives on behalf of our community for the term July 1, 2024, to June 30, 2026:

PRIMARY REPRESENTATIVE – Michael Schaeffer, Councilmember, City of Allen

ALTERNATE REPRESENTATIVE – Matthew Porter, Mayor, City of Wylie

SIGNED:

Mayor

ATTEST:

By: _____

Name: _____

Title: City Secretary

Date: _____



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	May 29, 2024
Exhibits:	<ol style="list-style-type: none">1. Proposed Resolution2. Application(s) – 1 - (Emailed to Mayor/City Council only)<ul style="list-style-type: none">o Vicki Pilgrim3. History – Res. No. 2024-786, 2024-777, 2023-772 and Res. No. 2022-721 (See attached.)	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-797 MAKING AN APPOINTMENT TO THE PARKS AND RECREATION (P&R) COMMISSION ALTERNATE FOUR POSITION THROUGH EXPIRATION OF THE CURRENT TERM EXPIRING NOVEMBER 30, 2024.

SUMMARY

Current members:

Member	Position	Term Expiration
Cherie Ware	Place One (1)	Nov. 30, 2025
Pier Burgess	Place Two (2)	Nov. 30, 2024
Cyndy Lane	Place Three (3)	Nov. 30, 2025
Frank DaCosta	Place Four (4)	Nov. 30, 2024
Donna DaCosta	Place Five (5)	Nov. 30, 2025
Richard Prat	Alternate One (1)	Nov. 30, 2024
Wendy Clark	Alternate Two (2)	Nov. 30, 2024
Shauna Warmbrodt	Alternate Three (3)	Nov. 30, 2024
Vacant	Alternate Four (4)	Nov. 30, 2024

We received one (1) application, which was provided to City Council via email and if the Council desires, that applicant could be appointed to the vacant Alternate Four (4) position for the remainder of the current term expiring November 30, 2024.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024

RESOLUTION NO. 2024-797
(Parks and Rec Appointment)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING A MEMBER TO SERVE ON THE PARKS AND RECREATION COMMISSION ALTERNATE FOUR POSITION THROUGH ITS CURRENT TERM EXPIRING NOVEMBER 30, 2024.

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

WHEREAS, a vacancy currently exists for the remainder of the Alternate Four (4) position on the Parks and Recreation Commission expiring November 30, 2024; and

WHEREAS, the alternate member appointed herein shall begin service immediately and serve in the Alternate Four (4) position according to the Parks and Recreation Commission Ordinance through the expiration of the current term ending November 30, 2024.

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

SECTION 1. Appointment of an Alternate Member through the expiration of the current term expiring November 30, 2024.

The following is hereby appointed to serve on the Parks and Recreation Commission as an Alternate Member through the expiration of the current term expiring November 30, 2024:

Alternate 4 _____

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 4th day of June 2024.

CITY OF PARKER:

Lee Pettie, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Catherine Clifton, Interim City Attorney

RESOLUTION NO. 2024-786
(Parks and Rec Appointment)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING A MEMBER TO SERVE ON THE PARKS AND RECREATION COMMISSION ALTERNATE THREE POSITION THROUGH ITS CURRENT TERM EXPIRING NOVEMBER 30, 2024.

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

WHEREAS, a vacancy currently exists for the remainder of the Alternate Three (3) position on the Parks and Recreation Commission expiring November 30, 2024; and

WHEREAS, the alternate member appointed herein shall begin service immediately and serve in the Alternate Three (3) position according to the Parks and Recreation Commission Ordinance through the expiration of the current term ending November 30, 2024.

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

SECTION 1. Appointment of an Alternate Member through the expiration of the current term expiring November 30, 2024.

The following is hereby appointed to serve on the Parks and Recreation Commission as an Alternate Member through the expiration of the current term expiring November 30, 2024:

Alternate 3 Shauna Warmbrodt

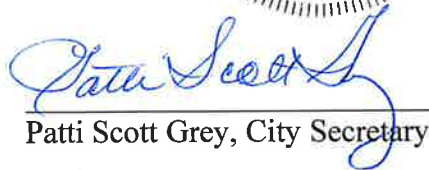
SECTION 2. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 2nd day of April 2024.




ATTEST:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettie, Mayor

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney

RESOLUTION NO. 2024-777
(Parks and Rec Appointment)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,
TEXAS, APPOINTING A MEMBER TO SERVE ON THE PARKS AND
RECREATION COMMISSION ALTERNATE TWO POSITION**

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

WHEREAS, a vacancy currently exists for the Alternate Two (2) position on the Parks and Recreation Commission expiring November 30, 2024; and

WHEREAS, the alternate member appointed herein shall begin service immediately and serve in the Alternate Two (2) position according to the Parks and Recreation Commission Ordinance through November 30, 2024.

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

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

The following is hereby appointed to serve on the Parks and Recreation Commission as an Alternate Member for a two-year term, expiring November 30, 2024:

Alternate 2 Wendy Clark

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 6th day of February 2024.



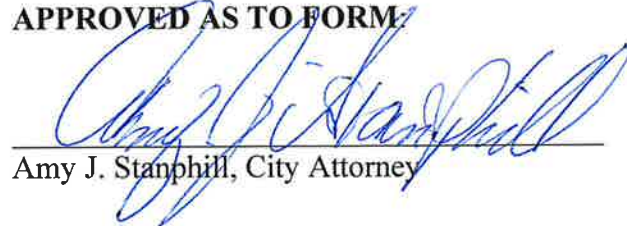
ATTEST:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettle, Mayor

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney



5700 EAST PARKER ROAD • PARKER, TEXAS 75002

Wendy Clark
6000 Gregory Lane
Parker, TX 75002-6712

FIRST-CLASS



US POSTAGETM PITNEY BOWES
ZIP 75002
02 7H
0006115883 FEB 13 2024
\$ 000.88⁰

RESOLUTION NO. 2023-772
(Parks and Rec Appointments)

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

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

WHEREAS, the positions set forth below are expiring November 30, 2023, and appointments are requested.

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2025:

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

<u>Current</u>		
Cherie Ware	Place 1	<u>Cherie Ware</u>
Vacant	Place 3	<u>Cyndy Lane</u>
Donna DaCosta	Place 5	<u>Donna DaCosta</u>

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

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a one-year term, expiring November 30, 2024, or until their successors are appointed and qualified.

<u>Current</u>		
Richard Pratt	Alt 1	<u>Richard Pratt</u>
Vacant	Alt 2	<u>Vacant</u>
Vacant	Alt 3	<u>Vacant</u>
Cyndy Lane	Alt 4	<u>Vacant</u>

SECTION 2. Effective Date

This resolution shall be effective upon its passage.


PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the **14TH DAY OF NOVEMBER 2023**.



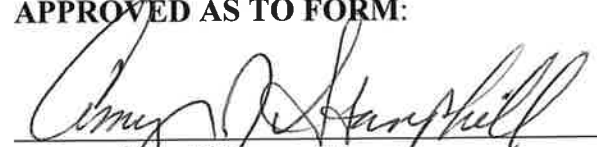
CITY OF PARKER:


Lee Pettie, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney

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

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

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

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

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

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

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

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

Place 2 Pier Burgess
 Place 4 Frank DaCosta

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

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

Place 5: Donna DaCosta

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

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

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

SECTION 4. Effective Date

This resolution shall be effective upon its passage.

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



CITY OF PARKER:

Lee Pettie
Lee Pettie, Mayor

ATTEST:

Patti Scott Grey
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

L M Lansford III
Larence M. Lansford, III, City Attorney



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	May 29, 2024
Exhibits:	1. Proposed Resolution 2. Petition	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-798 DENYING RESTORE THE GRASSLANDS LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

This petition was filed pursuant to Senate Bill 2038 (SB2038). SB 2038 is an unconstitutional delegation of legislative authority because pursuant to Section 42.023 of the Texas Local Government Code, the ETJ of the City may only be reduced if the City Council has exercised its legislative authority to consent to the reduction of the City's ETJ and pursuant to Article II, Section 1 of the Texas Constitution. Landowners may not be delegated the legislative authority to remove their property from the City's ETJ without the consent of the City Council. Therefore, a petition for removal from the ETJ is invalid if the City Council denies its consent. Approval of this resolution has the effect of denying consent to removal from the ETJ.

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:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024

RESOLUTION NO. 2024-798
(Restore The Grasslands LLC's Petition Denial)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER DENYING RESTORE THE GRASSLANDS LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 6, 2024, Restore the Grasslands LLC (the "Petitioner") submitted a petition for the release of property from the extraterritorial jurisdiction of the City of Parker (the "ETJ"), a copy of which is attached hereto as Exhibit A (the "Petition"); and

WHEREAS, the property sought to be released is described by metes and bounds in Exhibit A (the "Property"); and

WHEREAS, pursuant to Section 42.023 of the Texas Government Code, the ETJ of the City may only be reduced if the City Council has exercised its legislative authority to consent to the reduction of the City's ETJ; and

WHEREAS, pursuant to Article II, Section 1 of the Texas Constitution, landowners may not be delegated the legislative authority to remove their property from the City's ETJ without the consent of the City Council; and

WHEREAS, Subchapter D of the Texas Local Government Code Chapter 42 is an unconstitutional delegation of legislative authority and conflicts with the City's grant of legislative discretion under Local Government Code section 42.023; and

WHEREAS, the City Council finds that it is in the best interest of the City to deny its consent to the Petition, the removal of the Property from the City's ETJ, and to the reduction in size of the City's ETJ; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF PARKER HEREBY RESOLVES:

SECTION 1. The above recitals are adopted as findings of the City Council.

SECTION 2. The Petition for release of the Property from the City's ETJ is hereby denied.

SECTION 3. The City denies consent to the removal of the Property from the City's ETJ and the reduction in size of the City's ETJ.

SECTION 4. This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 4th day of June 2024.

CITY OF PARKER:

Lee Pettie, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney

May 6, 2024

VIA E-MAIL AND CERTIFIED MAIL RETURN
RECEIPT REQUESTED AND HAND DELIVERY

City of Parker Mayor and City Council Members
c/o Patti Scott Grey
City Secretary
City of Parker
5700 E. Parker Rd.
Parker, TX 75002
E-mail: pgrey@parkertexas.us

Re: Petition for ETJ Release

Dear Ms. Grey,

Enclosed with this letter is a Petition for ETJ Release for property located in the City of Parker's extraterritorial jurisdiction. Please provide a copy of the enclosed petition to the City of Parker Mayor and each member of the City Council.

Sincerely,

Restore the Grasslands LLC

By: 
Name: John C. Cox, Manager

encl.

**PETITION FOR RELEASE FROM
THE CITY OF PARKER'S EXTRATERRITORIAL JURISDICTION**

THE STATE OF TEXAS §

COUNTY OF COLLIN §

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF PARKER, TEXAS:

The undersigned (collectively, the "Petitioner"), acting pursuant to Chapter 42 of the Texas Local Government Code, as amended (the "Act"), respectfully petition the City of Parker, Texas ("City") to release certain property located within the City's extraterritorial jurisdiction, as more particularly described in the metes and bounds description and map of the property to be released attached as **Exhibit A** (the "Property"). In support of same, Petitioner would show the following:

I.

The Property is located wholly within the extraterritorial jurisdiction of the City and is not within the corporate limits or extraterritorial jurisdiction of any other municipality. Petitioner requests release of the Property from the extraterritorial jurisdiction of the City of Parker, Texas.

II.

The Property is not located in an area:

- (i) within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted;
- (ii) that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county in which the population grew by more than fifty percent (50%) from the previous federal census in the federal census conducted in the year 2020 and has a population of greater than 240,000;
- (iii) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million and that is within fifteen (15) miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted, and in a county with a population of more than two (2) million;
- (iv) designated as an industrial district under Section 42.044 of the Texas Local Government Code; or
- (v) subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

III.

The persons or entities (through authorized representatives) signing this Petition constitute a majority in value of the holders of title to the Property, as shown by the tax rolls of the Collin County Appraisal District.

IV.

In compliance with the Act, the Petitioner requests that the City immediately release the Property from the City's extraterritorial jurisdiction, as required by Section 42.105(c), Texas Local Government Code. If the City fails to release the Property from the City's extraterritorial jurisdiction by the later of the 45th day after the date the City receives this Petition or the next meeting of the City Council that occurs after the 30th day after the date the City receives this Petition, the Property will be released from the City's extraterritorial jurisdiction by operation of law.

V.

WHEREFORE, the Petitioner respectfully prays that this petition be granted in all respects and that the City Council of the City of Parker, Texas adopts an ordinance or resolution releasing the Property from the City's extraterritorial jurisdiction.

[SIGNATURE PAGE TO FOLLOW]

FILED WITH THE CITY OF PARKER, TEXAS on the 6 day of MAY,
2024.

PETITIONER:

Restore the Grasslands LLC,
a Texas limited liability company

By: [Signature]
John C. Cox, Manager

Date Signed: 5/1/2024

Birthdate: October 1, 1950

Residence Address: 2694 FM 2458,
Justiceburg, Texas 79330

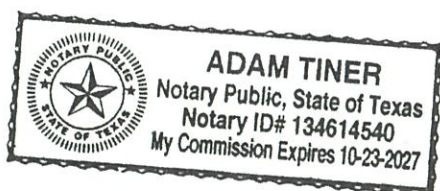
STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on this 1ST day of MAY,
2024, by John C. Cox, in his capacity as Manager of Restore The Grasslands LLC, a Texas limited
liability company, on behalf of said limited liability company.

[Signature]
Notary Public in and for the State of Texas

(NOTARY SEAL)



PETITIONER:

Lavania Andrade
Lavania Andrade
Date Signed: 05-01-2024
Birthdate: 11/14/1977
Residence Address: 1531 Rustic
Timbers Ln. Flower Mound, TX 75028

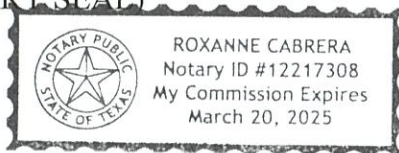
STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 1 day of May, 2024, by
Lavania Andrade.

Roxanne Cabrera
Notary Public in and for the State of Texas

(NOTARY SEAL)



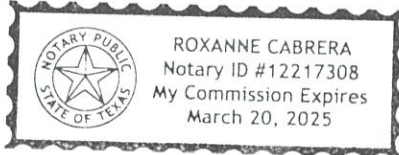
PETITIONER:

Skylar Sheff
Skylar Sheff
Date Signed: 05/01/24
Birthdate: 02/10/1993
Residence Address: 6080 Water
ST, APT #1363 Pico TX
75024

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 1 day of May, 2024, by Skylar Sheff.



(NOTARY SEAL)

Roxanne Cabrera
Notary Public in and for the State of Texas

PETITIONER:



Joseph Hoffman

Date Signed: 5-1-24

Birthdate: 2-4-1992

Residence Address: 8112 Stern St.

Frisco, TX 75035

STATE OF TEXAS §

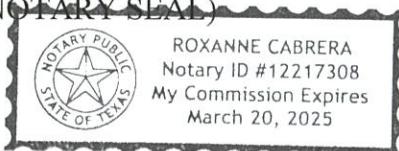
COUNTY OF Dallas §

This instrument was acknowledged before me on the 1 day of May, 2024, by Joseph Hoffman.



Notary Public in and for the State of Texas

(NOTARY SEAL)



PETITIONER:



Leonard Joanidhi

Date Signed: 5-1-24

Birthdate: 09-18-94

Residence Address: 8820 Tatenhill Pl.
McKinney, TX 75070

STATE OF TEXAS §

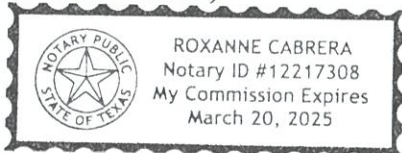
COUNTY OF Dallas §

This instrument was acknowledged before me on the 1 day of May, 2024, by Leonard Joanidhi.



Notary Public in and for the State of Texas

(NOTARY SEAL)



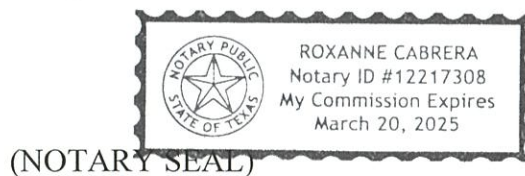
PETITIONER:

Margaret Moore
Margaret Moore
Date Signed: 5/3/24
Birthdate: 04/12/60
Residence Address: 4821 Rushden Rd.
McKinney, TX 75070

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 3 day of May, 2024, by Margaret Moore.



Roxanne Cabrera
Notary Public in and for the State of Texas

EXHIBIT "A"

BEING A 101.829 -ACRE TRACT OF LAND SITUATED IN THE PHILLIP ANDERSON SURVEY, ABSTRACT NO. 10, WITHIN THE ETJ OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AND PART OF A CALLED 62.822 ACRE TRACT OF LAND, AND ALL OF A CALLED 40.477 ACRE TRACT DESCRIBED TO HARRINGTON/TURNER ENTERPRISES, LP BY DEED RECORDED IN INSTRUMENT NUMBER 20081014001223870, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID 101.829 -ACRE TRACT, WITH BEARINGS BASED UPON THE DOCUMENT MENTIONED ABOVE, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 40.477-ACRE HARRINGTON/TURNER TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID PHILLIP ANDERSON SURVEY;

THENCE WITH THE BOUNDS OF SAID 40.477-ACRE AND SAID 60.822-ACRE HARRINGTON/TURNER TRACTS, THE FOLLOWING COURSES AND DISTANCES:

NORTH 01°29'40" WEST, A DISTANCE OF 1,002.43 FEET;

NORTH 88°57'12" EAST, A DISTANCE OF 1,391.03 FEET;

NORTH 88°22'14" EAST, A DISTANCE OF 263.27 FEET

NORTH 89°12'05" EAST, A DISTANCE OF 113.28 FEET TO THE NORTH COMMON CORNER OF SAID 40.477-ACRE AND SAID 60.822-ACRE TRACTS;

NORTH 89°02'10" EAST, A DISTANCE OF 888.35 FEET;

NORTH 88°53'56" EAST, A DISTANCE OF 326.30 FEET;

NORTH 88°52'29" EAST, A DISTANCE OF 326.37 FEET;

NORTH 88°46'49" EAST, A DISTANCE OF 614.30 FEET;

NORTH 88°36'08" EAST, A DISTANCE OF 63.33 FEET;

NORTH 01°43'10" WEST, A DISTANCE OF 244.84 FEET;

NORTH 88°41'07" EAST, A DISTANCE OF 992.61 FEET TO THE CALLED LOCATION OF A WESTERLY CITY LIMITS LINE BEING 300.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID PHILLIP ANDERSON SURVEY AS DESCRIBED BY JUDGEMENT RECORDED IN VOLUME 1610, PAGE 348 OF SAID DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 01°29'40" EAST, WITH SAID CITY LIMITS LINE BEING 300.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID PHILLIP ANDERSON SURVEY, A DISTANCE OF 240.38 FEET TO THE SOUTHERLY LINE SAID 60.822-ACRE HARRINGTON/TURNER TRACT;

THENCE WITH THE BOUNDS OF SAID 40.477-ACRE AND SAID 60.822-ACRE HARRINGTON/TURNER TRACTS, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88°20'46" WEST, A DISTANCE OF 756.92 FEET;

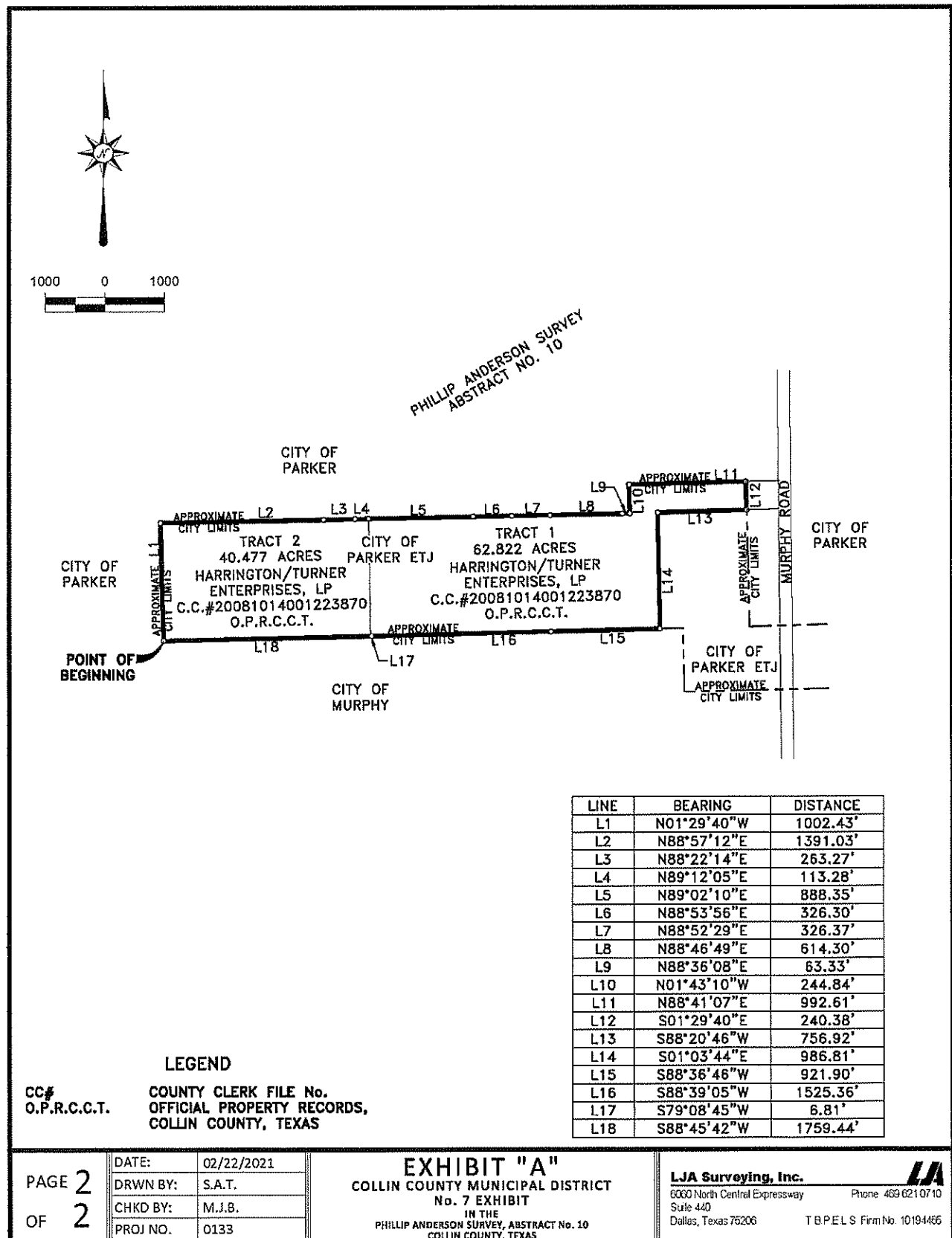
SOUTH 01°03'44" EAST, A DISTANCE OF 986.81 FEET;

SOUTH 88°36'46" WEST, A DISTANCE OF 921.90 FEET;

SOUTH 88°39'05" WEST, A DISTANCE OF 1,525.36 FEET;

SOUTH 79°08'45" WEST, A DISTANCE OF 6.81 FEET TO THE SOUTH COMMON CORNER OF SAID 40.477-ACRE AND SAID 60.822-ACRE TRACTS;

SOUTH 88°45'42" WEST, A DISTANCE OF 1,759.44 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 101.829 ACRES (4,435,654 SQ. FEET), OF LAND.





Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	May 29, 2024
Exhibits:	1. Proposed Resolution 2. Petition	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-799 DENYING ZN PROPERTY HOLDINGS, LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

This petition was filed pursuant to Senate Bill 2038 (SB2038). SB 2038 is an unconstitutional delegation of legislative authority because pursuant to Section 42.023 of the Texas Local Government Code, the ETJ of the City may only be reduced if the City Council has exercised its legislative authority to consent to the reduction of the City's ETJ and pursuant to Article II, Section 1 of the Texas Constitution. Landowners may not be delegated the legislative authority to remove their property from the City's ETJ without the consent of the City Council. Therefore, a petition for removal from the ETJ is invalid if the City Council denies its consent. Approval of this resolution has the effect of denying consent to removal from the ETJ.

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:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024

RESOLUTION NO. 2024-799
(ZN Property Holdings, LLC'S *Petition Denial*)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER DENYING ZN PROPERTY HOLDINGS, LLC'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 14, 2024, ZN PROPERTY HOLDINGS, LLC (the "Petitioner") submitted a petition for the release of property from the extraterritorial jurisdiction of the City of Parker (the "ETJ"), a copy of which is attached hereto as Exhibit A (the "Petition"); and

WHEREAS, the property sought to be released is described by metes and bounds in Exhibit A (the "Property"); and

WHEREAS, pursuant to Section 42.023 of the Texas Government Code, the ETJ of the City may only be reduced if the City Council has exercised its legislative authority to consent to the reduction of the City's ETJ; and

WHEREAS, pursuant to Article II, Section 1 of the Texas Constitution, landowners may not be delegated the legislative authority to remove their property from the City's ETJ without the consent of the City Council; and

WHEREAS, Subchapter D of the Texas Local Government Code Chapter 42 is an unconstitutional delegation of legislative authority and conflicts with the City's grant of legislative discretion under Local Government Code section 42.023; and

WHEREAS, the City Council finds that it is in the best interest of the City to deny its consent to the Petition, the removal of the Property from the City's ETJ, and to the reduction in size of the City's ETJ; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF PARKER HEREBY RESOLVES:

SECTION 1. The above recitals are adopted as findings of the City Council.

SECTION 2. The Petition for release of the Property from the City's ETJ is hereby denied.

SECTION 3. The City denies consent to the removal of the Property from the City's ETJ and the reduction in size of the City's ETJ.

SECTION 4. This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 4th day of June 2024.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Catherine Clifton, Interim City Attorney



PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF PARKER,
TEXAS:

ZN PROPERTY HOLDINGS, LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 4.2292 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Parker, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Collin Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117

of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on 5/14/2024, 2024.

ZN PROPERTY HOLDINGS, LLC,
a Texas limited liability company

By: Zada Nicholson

Name: Zada Nicholson

Title: Trustee

DOB: 5/20/1980

Residence Address: 3900 McCreary
Parker, TX 75002 ¹²⁸

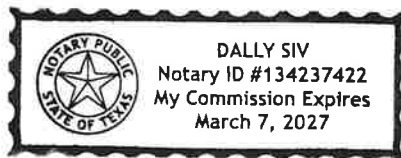
Date of Signing: 5/14/2024

THE STATE OF TEXAS

§
§
§

COUNTY OF Collin

This instrument was acknowledged before me on May 14th, 2024,
by Zada Nicholson as Member of ZN PROPERTY HOLDINGS, LLC, a Texas limited
liability company, on behalf of said limited liability company.



Dally Siv

Notary Public, State of Texas

(NOTARY SEAL)

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

LEGAL DESCRIPTION (TRACT 5)

BEING a tract of land situated in the City of Parker, Collin County, Texas, out of the S.T. Lewis Survey, Abstract No. 529 and being part of Tract One and Tract Four conveyed to McCreary Family Trust according to the deed recorded in Volume 4844, Page 2894, Deed Records, Collin County, Texas, also being part of a 63.34 acre tract of land conveyed to Leslie McCreary according to the deed recorded in Volume 382, Page 389, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod set with red plastic cap stamped "SCI" in the south right of way line of Parker Road (F.M. 2514), (variable-width right of way), the southwest corner of a 0.5131 acre tract of land conveyed to the State of Texas by deed recorded in Clerk's File Number 20151008001280520, Deed Records, Collin County, Texas;

THENCE, along said south right of way line and said 0.5131 acre tract, South 80 degrees 51 minutes 55 seconds East, a distance of 435.30 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, continuing along said south right of way line, and said 0.5131 acre tract, South 15 degrees 12 minutes 29 seconds East, a distance of 52.74 feet to a 5/8" iron rod found with aluminum cap stamped TX DOT";

THENCE, continuing along said south right of way line, and said 0.5131 acre tract, South 82 degrees 53 minutes 43 seconds East, a distance of 125.97 feet; to a 5/8" iron rod found with aluminum cap stamped TX DOT";

THENCE, continuing along said south right of way line, and said 0.5131 acre tract, North 53 degrees 17 minutes 51 seconds East, a distance of 79.79 feet to a 5/8" iron rod found with aluminum cap stamped TX DOT";

THENCE, continuing along said south right of way line, and said 0.5131 acre tract, South 89 degrees 46 minutes 26 seconds East, a distance of 82.46 feet to 5/8" iron rod set with plastic cap stamped "SCI";

THENCE, departing said south right of way line, South 01 degrees 05 minutes 11 seconds West, a distance of 232.90 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, North 88 degrees 54 minutes 49 seconds West, a distance of 732.74 feet to a 5/8" iron rod set with plastic cap stamped "SCI", lying in the east line of McCreary Road (105' right of way), the east line of a 2.151 acre tract of land conveyed to the City of Parker, Texas by deed recorded in Clerk's File Number 20070605000757970, Deed Records, Collin County, Texas;

THENCE, continuing along said east right of way line, and said 2.151 acre tract, North 00 degrees 02 minutes 16 seconds East, a distance of 285.43 feet to a 5/8" iron rod found with aluminum cap stamped TX DOT" in the south right of way line of Parker Road (F.M. 2514), (variable-width right of way), the southwest corner of a 0.5131 acre tract of land conveyed to the State of Texas by deed recorded in Clerk's File Number 20151008001280520, Deed Records, Collin County, Texas;

THENCE, along said south right of way line and said 0.5131 acre tract, North 45 degrees 02 minutes 25 seconds East, a distance of 30.78 feet to **THE POINT OF BEGINNING**, and containing 184,226 square feet, or 4.2292 acres of land, more or less.

Being a portion of the property described as Tract 2 in Fidelity National Title Insurance Company GF No. 23010547TB.

 10-2-2023
Douglas S. Loomis
Registered Professional Land Surveyor No. 5199



EXHIBIT C

COLLIN CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Collin County, Texas, and find that, as of April 17, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Collin County, Texas, for the tax year 2024 in the name(s) of:

TR 2 - ZN PROPERTY HOLDINGS LLC

TR 3 - ZN PROPERTY HOLDINGS LLC

TR5 - ZN PROPERTY HOLDINGS LLC *

<u>OWNER/ACCOUNT</u>	<u>ACREAGE</u>	<u>VALUE</u>
R-6529-000-0100-1	18.4121ac	\$1,520,000.00
R-6529-000-0110-1	1.0003ac	\$80,000.00
R-6529-000-0120-1	4.2292ac	\$549,796.00

CERTIFIED this 9th day of MAY, 2024.

By: Marty Wright
 Name: Marty Wright
 Title: Chief Appraiser

*New account for 2024 due to legal description error on original deed. Appraisal Notice to be mailed prior to May 15, 2024.

LEGAL DESCRIPTION (TRACT 5)

BEING a tract of land situated in the City of Parker, Collin County, Texas, out of the S.T. Lewis Survey, Abstract No. 529 and being part of Tract One and Tract Four conveyed to McCreary Family Trust according to the deed recorded in Volume 4844, Page 2894, Deed Records, Collin County, Texas, also being part of a 63.34 acre tract of land conveyed to Leslie McCreary according to the deed recorded in Volume 382, Page 389, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod set with red plastic cap stamped "SCI" in the south right of way line of Parker Road (F.M. 2514), (variable-width right of way), the southwest corner of a 0.5131 acre tract of land conveyed to the State of Texas by deed recorded in Clerk's File Number 20151008001280520, Deed Records, Collin County, Texas;

THENCE, along said south right of way line and said 0.5131 acre tract, South 80 degrees 51 minutes 55 seconds East, a distance of 435.30 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, continuing along said south right of way line, and said 0.5131 acre tract, South 15 degrees 12 minutes 29 seconds East, a distance of 52.74 feet to a 5/8" iron rod found with aluminum cap stamped TX DOT";

THENCE, continuing along said south right of way line, and said 0.5131 acre tract, South 82 degrees 53 minutes 43 seconds East, a distance of 125.97 feet; to a 5/8" iron rod found with aluminum cap stamped TX DOT";

THENCE, continuing along said south right of way line, and said 0.5131 acre tract, North 53 degrees 17 minutes 51 seconds East, a distance of 79.79 feet to a 5/8" iron rod found with aluminum cap stamped TX DOT";

THENCE, continuing along said south right of way line, and said 0.5131 acre tract, South 89 degrees 46 minutes 26 seconds East, a distance of 82.46 feet to 5/8" iron rod set with plastic cap stamped "SCI";


THENCE, departing said south right of way line, South 01 degrees 05 minutes 11 seconds West, a distance of 232.90 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

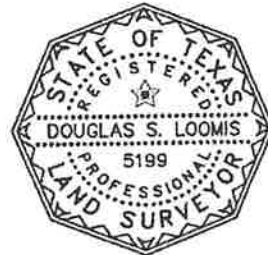
THENCE, North 88 degrees 54 minutes 49 seconds West, a distance of 732.74 feet to a 5/8" iron rod set with plastic cap stamped "SCI", lying in the east line of McCreary Road (105' right of way), the east line of a 2.151 acre tract of land conveyed to the City of Parker, Texas by deed recorded in Clerk's File Number 20070605000757970, Deed Records, Collin County, Texas;

THENCE, continuing along said east right of way line, and said 2.151 acre tract, North 00 degrees 02 minutes 16 seconds East, a distance of 285.43 feet to a 5/8" iron rod found with aluminum cap stamped TX DOT" in the south right of way line of Parker Road (F.M. 2514), (variable-width right of way), the southwest corner of a 0.5131 acre tract of land conveyed to the State of Texas by deed recorded in Clerk's File Number 20151008001280520, Deed Records, Collin County, Texas;

THENCE, along said south right of way line and said 0.5131 acre tract, North 45 degrees 02 minutes 25 seconds East, a distance of 30.78 feet to **THE POINT OF BEGINNING**, and containing 184,226 square feet, or 4.2292 acres of land, more or less.

Being a portion of the property described as Tract 2 in Fidelity National Title Insurance Company GF No. 23010547TB.

 10-2-2023
Douglas S. Loomis
Registered Professional Land Surveyor No. 5199





Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	May 29, 2024
Exhibits:	1. Proposed Resolution 2. Petition	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-800 DENYING CYNTHIA ANN HARVEY'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

This petition was filed pursuant to Senate Bill 2038 (SB2038). SB 2038 is an unconstitutional delegation of legislative authority because pursuant to Section 42.023 of the Texas Local Government Code, the ETJ of the City may only be reduced if the City Council has exercised its legislative authority to consent to the reduction of the City's ETJ and pursuant to Article II, Section 1 of the Texas Constitution. Landowners may not be delegated the legislative authority to remove their property from the City's ETJ without the consent of the City Council. Therefore, a petition for removal from the ETJ is invalid if the City Council denies its consent. Approval of this resolution has the effect of denying consent to removal from the ETJ.

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:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024

RESOLUTION NO. 2024-800
(Cynthia Ann Harvey's *Petition Denial*)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER DENYING CYNTHIA ANN HARVEY'S PETITION FOR REMOVAL OF PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER AND DENYING THE CITY'S CONSENT TO THE REDUCTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 14, 2024, CYNTHIA ANN HARVEY (the "Petitioner") submitted a petition for the release of property from the extraterritorial jurisdiction of the City of Parker (the "ETJ"), a copy of which is attached hereto as Exhibit A (the "Petition"); and

WHEREAS, the property sought to be released is described by metes and bounds in Exhibit A and B (the "Property"); and

WHEREAS, pursuant to Section 42.023 of the Texas Government Code, the ETJ of the City may only be reduced if the City Council has exercised its legislative authority to consent to the reduction of the City's ETJ; and

WHEREAS, pursuant to Article II, Section 1 of the Texas Constitution, landowners may not be delegated the legislative authority to remove their property from the City's ETJ without the consent of the City Council; and

WHEREAS, Subchapter D of the Texas Local Government Code Chapter 42 is an unconstitutional delegation of legislative authority and conflicts with the City's grant of legislative discretion under Local Government Code section 42.023; and

WHEREAS, the City Council finds that it is in the best interest of the City to deny its consent to the Petition, the removal of the Property from the City's ETJ, and to the reduction in size of the City's ETJ; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF PARKER HEREBY RESOLVES:

SECTION 1. The above recitals are adopted as findings of the City Council.

SECTION 2. The Petition for release of the Property from the City's ETJ is hereby denied.

SECTION 3. The City denies consent to the removal of the Property from the City's ETJ and the reduction in size of the City's ETJ.

SECTION 4. This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 4th day of June 2024.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Catherine Clifton, Interim City Attorney

MAY 14 2024

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF PARKER,
TEXAS:

CYNTHIA ANN HARVEY, Independent Executor of the Estate of Martha J. Moseley, deceased ("Cynthia Ann Harvey") and ZN PROPERTY HOLDINGS, LLC, a Texas limited liability company ("ZN Property") (collectively, the "Petitioners"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 42.6897 acres of land contained within two (2) tracts of land described by metes and bounds in **Exhibits A-1 and A-2**, respectively, and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Parker, Texas (the "City"), and in support of this petition the Petitioners represent, covenants, and agrees as follows:

I.

Cynthia Ann Harvey holds fee simple title to the portion of the Land described in **Exhibit A-1**, ZN Property holds fee simple title to the portions of the Land described in **Exhibit A-2**, and the Petitioners hereby represent that they own a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificates of ownership provided by the Collin Central Appraisal District, attached hereto as **Exhibits C-1 and C-2**.

II.

The Petitioners represent that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioners represent that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioners represent that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioners represent that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioners represent that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on May 14, 2024.

CYNTHIA ANN HARVEY, Independent
Executor of the Estate of Martha J. Moseley,
deceased

By: Cynthia Ann Harvey
Name: Cynthia Ann Harvey
Title: Trustee
DOB: 01/15/1962
Residence Address: 660 Cross Fence Dr
McKinney TX 75069
Date of Signing: 05/14/2024

THE STATE OF TEXAS

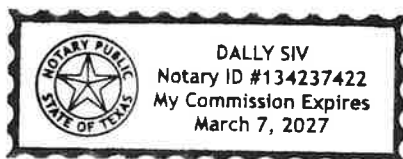
§
§
§

COUNTY OF Collin

This instrument was acknowledged before me on May 14th, 2024,
by CYNTHIA ANN HARVEY, Independent Executor of the Estate of Martha J. Moseley,
deceased.

Dally Siv
Notary Public, State of Texas

(NOTARY SEAL)



ZN PROPERTY HOLDINGS, LLC,
a Texas limited liability company

By: Zada Nicholson
 Name: Zada NICHOLSON
 Title: Trustee
 DOB: 5/20/1940
 Residence Address: 3900 McCreary Rd,
Parker, TX, 75002
 Date of Signing: 5/14/2024

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2024,
 by Zada Nicholson as Member of ZN PROPERTY HOLDINGS, LLC, a Texas limited
 liability company, on behalf of said limited liability company.

 Notary Public, State of Texas

(NOTARY SEAL)

Attachments:

Exhibits A-1 and A-2: Descriptions of the Land

Exhibit B: Map of the Land

Exhibits C-1 and C-2: Certificates of Ownership

LEGAL DESCRIPTION (TRACT 1)

BEING a tract of land situated in the City of Parker, Collin County, Texas, out of the S.T. Lewis Survey, Abstract No. 529 and being part of Tract One and Tract Four conveyed to McCreary Family Trust according to the deed recorded in Volume 4844, Page 2894, Deed Records, Collin County, Texas, also being part of a 63.34 acre tract of land conveyed to Leslie McCreary according to the deed recorded in Volume 382, Page 389, Deed Records, Collin County, Texas, also being the property conveyed to Martha J. Moseley according to the deed recorded in Clerk's File No. 2023000027939, Deed Records, Collin County, Texas as corrected in Clerk's File No. 2023000066710, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the east right of way line of McCreary Road, (105' right of way), the southeast corner of A 0.376 acre tract of land conveyed to the City of Parker, Texas, according to the deed recorded in Clerk's File Number 20070605000757970, Deed Records, Collin County, Texas, the northwest corner of Lot 1, Block C, Moss Ridge Estates, according to the plat thereof recorded in Cabinet D, Page 196, Map Records, Collin County, Texas, and lying in the south line of said McCreary tracts;

THENCE, along said east right of way line, North 00 degrees 11 minutes 17 seconds East, a distance of 479.65 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, departing said east right of way line, South 89 degrees 55 minutes 57 seconds East, a distance of 332.91 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, North 00 degrees 04 minutes 03 seconds East, a distance of 452.48 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, South 89 degrees 39 minutes 36 seconds East, a distance of 1050.23 feet to a 5/8" iron rod set with red plastic cap stamped "SCI" in the east line of said McCreary tracts, the west line of a 56.723 acre tract of land conveyed to J. and L. Lin Trust, according to the deed recorded in Volume 5099, Page 4539, Deed Records, Collin County, Texas;

THENCE, along the common line of said 56.723 acre tract and of said McCreary tracts, South 00 degrees 20 minutes 24 seconds West, a distance of 28.26 feet to a 5/8" iron rod found with plastic cap stamped "PETITT R.P.L.S. 4087";

THENCE, continuing along said common line, North 89 degrees 24 minutes 05 seconds West, a distance of 96.21 feet to a 5/8" iron rod found with plastic cap stamped "PETITT R.P.L.S. 4087";

THENCE, continuing along said common line, South 00 degrees 46 minutes 23 seconds East, a distance of 902.83 feet to a 5/8" iron rod set with red plastic cap stamped "SCI"; the southwest corner of said 56.723 acre tract, the southeast corner of said McCreary tracts, and lying in the north line of said Moss Ridge Estates;

THENCE, along the south line of said McCreary tracts, the north line of said Moss Ridge Estates, North 89 degrees 59 minutes 06 seconds West, a distance of 33.08 feet to a 5/8" iron rod found with red plastic cap stamped "R.P.L.S. 5199";

THENCE, continuing along said common line, North 89 degrees 47 minutes 48 seconds West, a distance of 1267.96 feet to the **POINT OF BEGINNING**, and containing 1,057,530 square feet, or 24.2776 acres of land, more or less.

Being the same property described as Tract 1 in Fidelity National Title Insurance Company GF No. 23010547TB.


 Douglas S. Loomis
 Registered Professional Land Surveyor No. 5199



LEGAL DESCRIPTION (TRACT 2)

BEING a tract of land situated in the City of Parker, Collin County, Texas, out of the S.T. Lewis Survey, Abstract No. 529 and being part of Tract One and Tract Four conveyed to McCreary Family Trust according to the deed recorded in Volume 4844, Page 2894, Deed Records, Collin County, Texas, also being part of a 63.34 acre tract of land conveyed to Leslie McCreary according to the deed recorded in Volume 382, Page 389, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the east right of way line of McCreary Road (105' right of way), in the north line of a 2.00 acre tract of land conveyed to Randall and Zada Nicholson Living Trust, according to the deed recorded in County Clerk's File No. 97-0000824, Deed Records, Collin County, Texas, the southeast corner of a 2.151 acre tract of land conveyed to the City of Parker, Texas, according to the deed recorded in Clerk's File Number 20070605000757970, Deed Records, Collin County, Texas, and lying in a curve to the right;

THENCE, along said east right of way line and said 2.151 acre tract, and along said curve to the right through a central angle of 08 degrees 22 minutes 03 seconds, a radius of 797.50 feet, an arc length of 116.47 feet, a chord bearing of North 10 degrees 13 minutes 28 seconds East, and a chord distance of 116.36 feet to a 5/8" iron rod found with cap stamped "Sparr Survey", the beginning of a curve to the left;

THENCE, continuing along said east right of way line, and said 2.151 acre tract, and along said curve to the left through a central angle of 14 degrees 22 minutes 14 seconds, a radius of 902.50 feet, an arc length of 226.36 feet, a chord bearing of North 07 degrees 13 minutes 23 seconds East, and a chord distance of 225.77 feet to a 5/8" iron rod set with red plastic cap stamped "SCI" set at the end of said curve;

THENCE, continuing along said east right of way line, and said 2.151 acre tract, North 00 degrees 02 minutes 16 seconds East, a distance of 531.65 feet to a 5/8" iron rod set with red plastic cap stamped "SCI".

THENCE, departing said east right of way line, and said 2.151 acre tract, South 88 degrees 54 minutes 49 seconds East, a distance of 732.74 feet to a 5/8" iron rod set with red plastic cap stamped "SCI".

THENCE, South 01 degrees 05 minutes 11 seconds West, a distance of 427.86 feet to a 5/8" iron rod set with red plastic cap stamped "SCI".

THENCE, South 88 degrees 54 minutes 49 seconds East, a distance of 606.50 feet to a 5/8" iron rod set with red plastic cap stamped "SCI", lying in the east line of said McCreary tracts, the west line of a 56.723 acre tract of land conveyed to J. and L. Lin Trust, according to the deed recorded in Volume 5099, Page 4539, Deed Records, Collin County, Texas;

THENCE, along the common line of said McCreary and Lin tracts, South 00 degrees 20 minutes 24 seconds West, a distance of 336.34 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, departing said common line, North 89 degrees 39 minutes 36 seconds West, a distance of 1050.23 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, South 00 degrees 04 minutes 03 seconds West, a distance of 87.25 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, North 89 degrees 55 minutes 57 seconds West, passing a 5/8" iron rod set with red plastic cap stamped "SCI" at the northeast corner of said Nicholson Living Trust tract at a distance of 68.69 feet, and continuing along the north line of said Nicholson Living Trust tract a total distance of 327.96 feet to the **POINT OF BEGINNING**, and containing 802,032 square feet, or 18.4121 acres of land, more or less.

Being a portion of the property described as Tract 1 in Fidelity National Title Insurance Company GF No. 23010547TC.


 Douglas S. Loomis
 Registered Professional Land Surveyor No. 5199



EXHIBIT C-1

COLLIN CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Collin County, Texas, and find that, as of April 17, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Collin County, Texas, for the tax year 2024 in the name(s) of:

TR 1 - MARTHA J MOSELEY

<u>OWNER/ACCOUNT</u>	<u>ACREAGE</u>	<u>VALUE</u>
R-6529-000-0090-1	24.2687	\$1,504,659.00

CERTIFIED this 17th day of MARCH, 2024.

By: Marty Wright
 Name: Marty Wright
 Title: Chief Appraiser

LEGAL DESCRIPTION (TRACT 1)

BEING a tract of land situated in the City of Parker, Collin County, Texas, out of the S.T. Lewis Survey, Abstract No. 529 and being part of Tract One and Tract Four conveyed to McCreary Family Trust according to the deed recorded in Volume 4844, Page 2894, Deed Records, Collin County, Texas, also being part of a 63.34 acre tract of land conveyed to Leslie McCreary according to the deed recorded in Volume 382, Page 389, Deed Records, Collin County, Texas, also being the property conveyed to Martha J. Moseley according to the deed recorded in Clerk's File No. 2023000027939, Deed Records, Collin County, Texas as corrected in Clerk's File No. 2023000066710, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the east right of way line of McCreary Road, (105' right of way), the southeast corner of A 0.376 acre tract of land conveyed to the City of Parker, Texas, according to the deed recorded in Clerk's File Number 20070605000757970, Deed Records, Collin County, Texas, the northwest corner of Lot 1, Block C, Moss Ridge Estates, according to the plat thereof recorded in Cabinet D, Page 196, Map Records, Collin County, Texas, and lying in the south line of said McCreary tracts;

THENCE, along said east right of way line, North 00 degrees 11 minutes 17 seconds East, a distance of 479.65 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, departing said east right of way line, South 89 degrees 55 minutes 57 seconds East, a distance of 332.91 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, North 00 degrees 04 minutes 03 seconds East, a distance of 452.48 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, South 89 degrees 39 minutes 36 seconds East, a distance of 1050.23 feet to a 5/8" iron rod set with red plastic cap stamped "SCI" in the east line of said McCreary tracts, the west line of a 56.723 acre tract of land conveyed to J. and L. Lin Trust, according to the deed recorded in Volume 5099, Page 4539, Deed Records, Collin County, Texas;

THENCE, along the common line of said 56.723 acre tract and of said McCreary tracts, South 00 degrees 20 minutes 24 seconds West, a distance of 28.26 feet to a 5/8" iron rod found with plastic cap stamped "PETITT R.P.L.S. 4087";

THENCE, continuing along said common line, North 89 degrees 24 minutes 05 seconds West, a distance of 96.21 feet to a 5/8" iron rod found with plastic cap stamped "PETITT R.P.L.S. 4087";

THENCE, continuing along said common line, South 00 degrees 46 minutes 23 seconds East, a distance of 902.83 feet to a 5/8" iron rod set with red plastic cap stamped "SCI"; the southwest corner of said 56.723 acre tract, the southeast corner of said McCreary tracts, and lying in the north line of said Moss Ridge Estates;

THENCE, along the south line of said McCreary tracts, the north line of said Moss Ridge Estates, North 89 degrees 59 minutes 06 seconds West, a distance of 33.08 feet to a 5/8" iron rod found with red plastic cap stamped "R.P.L.S. 5199";

THENCE, continuing along said common line, North 89 degrees 47 minutes 48 seconds West, a distance of 1267.96 feet to the **POINT OF BEGINNING**, and containing 1,057,530 square feet, or 24.2776 acres of land, more or less.

Being the same property described as Tract 1 in Fidelity National Title Insurance Company GF No. 23010547TB.


Douglas S. Loomis
Registered Professional Land Surveyor No. 5199



EXHIBIT C-2

COLLIN CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Collin County, Texas, and find that, as of April 17, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Collin County, Texas, for the tax year 2024 in the name(s) of:

TR 2 - ZN PROPERTY HOLDINGS LLC

TR 3 - ZN PROPERTY HOLDINGS LLC

TR5 - ZN PROPERTY HOLDINGS LLC *

<u>OWNER/ACCOUNT</u>	<u>ACREAGE</u>	<u>VALUE</u>
R-6529-000-0100-1	18.4121ac	\$1,520,000.00
R-6529-000-0110-1	1.0003ac	\$80,000.00
R-6529-000-0120-1	4.2292ac	\$549,796.00

CERTIFIED this 9th day of MAY, 2024.

By: Marty Wright
 Name: Marty Wright
 Title: Chief Appraiser

*New account for 2024 due to legal description error on original deed. Appraisal Notice to be mailed prior to May 15, 2024.

LEGAL DESCRIPTION (TRACT 2)

BEING a tract of land situated in the City of Parker, Collin County, Texas, out of the S.T. Lewis Survey, Abstract No. 529 and being part of Tract One and Tract Four conveyed to McCreary Family Trust according to the deed recorded in Volume 4844, Page 2894, Deed Records, Collin County, Texas, also being part of a 63.34 acre tract of land conveyed to Leslie McCreary according to the deed recorded in Volume 382, Page 389, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

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THENCE, along said east right of way line and said 2.151 acre tract, and along said curve to the right through a central angle of 08 degrees 22 minutes 03 seconds, a radius of 797.50 feet, an arc length of 116.47 feet, a chord bearing of North 10 degrees 13 minutes 28 seconds East, and a chord distance of 116.36 feet to a 5/8" iron rod found with cap stamped "Sparr Survey", the beginning of a curve to the left;

THENCE, continuing along said east right of way line, and said 2.151 acre tract, and along said curve to the left through a central angle of 14 degrees 22 minutes 14 seconds, a radius of 902.50 feet, an arc length of 226.36 feet, a chord bearing of North 07 degrees 13 minutes 23 seconds East, and a chord distance of 225.77 feet to a 5/8" iron rod set with red plastic cap stamped "SCI" set at the end of said curve;

THENCE, continuing along said east right of way line, and said 2.151 acre tract, North 00 degrees 02 minutes 16 seconds East, a distance of 531.65 feet to a 5/8" iron rod set with red plastic cap stamped "SCI".

THENCE, departing said east right of way line, and said 2.151 acre tract, South 88 degrees 54 minutes 49 seconds East, a distance of 732.74 feet to a 5/8" iron rod set with red plastic cap stamped "SCI".

THENCE, South 01 degrees 05 minutes 11 seconds West, a distance of 427.86 feet to a 5/8" iron rod set with red plastic cap stamped "SCI".

THENCE, South 88 degrees 54 minutes 49 seconds East, a distance of 606.50 feet to a 5/8" iron rod set with red plastic cap stamped "SCI", lying in the east line of said McCreary tracts, the west line of a 56.723 acre tract of land conveyed to J. and L. Lin Trust, according to the deed recorded in Volume 5099, Page 4539, Deed Records, Collin County, Texas;

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THENCE, departing said common line, North 89 degrees 39 minutes 36 seconds West, a distance of 1050.23 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, South 00 degrees 04 minutes 03 seconds West, a distance of 87.25 feet to a 5/8" iron rod set with red plastic cap stamped "SCI";

THENCE, North 89 degrees 55 minutes 57 seconds West, passing a 5/8" iron rod set with red plastic cap stamped "SCI" at the northeast corner of said Nicholson Living Trust tract at a distance of 68.69 feet, and continuing along the north line of said Nicholson Living Trust tract a total distance of 327.96 feet to the **POINT OF BEGINNING**, and containing 802,032 square feet, or 18.4121 acres of land, more or less.

Being a portion of the property described as Tract 1 in Fidelity National Title Insurance Company GF No. 23010547TC.


 Douglas S. Loomis
 Registered Professional Land Surveyor No. 5199





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:	May 29, 2024
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

FM2551
 STORM CLEANUP
 WEBSITE
 COMP PLAN
 CAPITAL IMPROVEMENT PLAN (CIP)
 POLICE VEHICLES
 ANY ADDITIONAL UPDATES
 QUARTERLY REPORT(S)
[Investment 1st Qtr. Report 2024](#)

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/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:	May 29, 2024
Exhibits:	<u>None</u>	

AGENDA SUBJECT

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

Maryam Boroujerdi & Mohammad Massoudi donated 1 dozen Bundtinis from Nothing Bundt Cakes valued at \$30 to City Staff.

Susan Medrano donated 1 dozen donuts valued at \$10 to City Staff.

Greg and Julie Regh donated cookies valued at \$15 to the Police Department.

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/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: May 29, 2024
Exhibits:	Future Agenda Items

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	05/30/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	05/xx/2024 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	05/xx/2024

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
2024			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	1st Qtr 2024 0618 CC Agenda - Tentative
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	1st Qtr 2024 0604 CC Agenda
Feb(Mar), May (July), Aug, Nov	Enterprise Update	Olson/Savage	2023 1101 - Request for Quarterly Update;2024 0220
	Council Committee Updates	Council	
	Website Dev. Subcommittee (M LP, MPT JR & CM TL)	Council	2023 0620; 2024 0319;
June 18, 2024	ENGINEERING CONTRACTS (RFQ)		Update
June 18, 2024	Departmental Report Refresh		Update
June 18, 2024	Records Retention-Policy Schedules		
June 18, 2024	Annual Record Review		
June 18, 2024	TCEQ		
June 18, 2024	Discussion on funding new facility/timing Nov or May		
	Workshops		
	Website		
	Open Meetings/Public records/Quorums/Ethics		4-Jun
	Personnel Manual		
	Comp Plan Subcommittee		
	Goal Setting/Planning		
	Budget Workshop		4-Jun
	Other:		
	Required employment for time if we train you \$\$\$		

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
	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
	Fences in Easement		23-Apr
June	Departmental Report Review (Kercho)		
	Pump Station		
	Records Retention Policy 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		
2025			
	Southridge gate - 2025		