



## AGENDA

### CITY COUNCIL MEETING

**NOVEMBER 19, 2024 @ 6:00 PM**

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, November 19, 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**

#### **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. REMINDER - CITY COUNCIL (CC) – TUESDAY, DECEMBER 3, 2024  
PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 11, 2024, 5 PM  
REMINDER - CITY COUNCIL (CC) – TUESDAY, DECEMBER 17, 2024  
REMINDER - CITY COUNCIL (CC) – TUESDAY, JANUARY 7, 2025  
PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JANUARY 8, 2025, 5 PM

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

2. APPROVAL OF MEETING MINUTES FOR NOVEMBER 12, 2024. [SPECIAL MEETING - CANCELED DUE TO LACK OF A QUORUM]
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 879, APPROVING THE 2024 TAX ROLL.
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE APPROVAL OF RENOVATIONS TO BE MADE AT CITY HALL.
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-821, ABOLISHING THE NEWSLETTER COMMITTEE

#### **INDIVIDUAL CONSIDERATION ITEMS**

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2024-815, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-817 REGARDING 7 VOTES FOR COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.
8. CONSIDERATION AND/OR ANY OTHER ACTION ON THE “WATER CCN TRANSFER PAYMENT AGREEMENT” BETWEEN THE CITY OF PARKER, TEXAS, AND INTEGRITY COMPANIES, LLC., RELATING TO THE TRANSFER OF PROPERTY FROM CITY OF PARKER’S CCN TO THE CITY OF WYLIE’S CCN. [ORDINANCE NO. 881]
9. CONSIDERATION AND/OR ANY OTHER ACTION ON THE AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF PARKER,” BETWEEN THE CITY OF PARKER AND THE CITY OF WYLIE RELATING TO THE TRANSFER OF APPROXIMATELY 48 ACRES LOCATED IN THE CITY OF WYLIE FROM PARKER’S WATER CERTIFICATE OF CONVENIENCE AND NECESSITY (“CCN”) TO WYLIE’S WATER CCN. [ORDINANCE NO. 882]
10. CONSIDERATION AND/OR APPROPRIATE ACTION ON THE “FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT - CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT,” PROVIDING FOR A SECOND POINT OF DELIVERY FOR THE CITY OF PARKER, SETTING MINIMUM WATER DELIVERY AMOUNTS, AND PROVIDING CONSERVATION REQUIREMENTS. [ORDINANCE NO. 883]
11. **TEMPORARY MORATORIUM EXTENSION:**  
 PUBLIC HEARING REGARDING EXTENSION OF THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.  
 CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 880 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.’S 871, 866, 854, 846, 844, 839, 833, 824, 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.
12. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES – PHASE 4 PRELIMINARY PLAT
13. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING - PHASE 6 AND 7 PRELIMINARY PLAT.

**ROUTINE ITEMS**

14. **UPDATE(S):**  
 FM2551  
 NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)  
 COMP PLAN  
 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

PROJECTS IN PROGRESS  
ENGINEERING REQUEST FOR QUALIFICATIONS (RFQs)  
NOISE COMMITTEE  
ANY ADDITIONAL UPDATES  
MONTHLY/QUARTERLY REPORTS  
[October 2024 - Building Permit/Code Report](#)  
[October 2024 – Court Report](#)  
[Investment 3rd Qtr. Report 2024](#)  
[October 2024 – Police Report](#)  
[October 2024 – Republic Services Inc., dba Allied Waste Services of Plano](#)

## **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).

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 November 15, 2024, by 8:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us). 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.

Date Notice Removed

Patti Scott Grey  
City Secretary

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



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	November 11, 2024
Exhibits:	<b><u>None</u></b>	

### AGENDA SUBJECT

REMINDER - CITY COUNCIL (CC) – TUESDAY, DECEMBER 3, 2024

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 11, 2024, 5 PM

REMINDER - CITY COUNCIL (CC) – TUESDAY, DECEMBER 17, 2024

REMINDER - CITY COUNCIL (CC) – TUESDAY, JANUARY 7, 2025

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JANUARY 8, 2025, 5 PM

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/14 /2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/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:	November 14, 2024
Exhibits:	<a href="#">Proposed Minutes</a>	

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR NOVEMBER 12, 2024. [SPECIAL MEETING - CANCELED DUE TO LACK OF A QUORUM]

### SUMMARY

Please review the attached minutes with Interim City Attorney Clifton's tracked changes accepted. If you have any questions, comments, and/or corrections, please contact the City Secretary at [PGrey@parkertexas.us](mailto:PGrey@parkertexas.us) or Interim City Attorney Clifton at Catherine Clifton [cc@gannawayclifton.law](mailto:cc@gannawayclifton.law) prior to the City Council meeting.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/xx/2024



**MINUTES  
CITY COUNCIL MEETING  
NOVEMBER 12, 2024**

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

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

Mayor Lee Pettle called the meeting to order at 6:04 p.m. Councilmembers Todd Fecht, Randy Kercho, and Buddy Pilgrim were present. Mayor Pro Tem Jim Reed and Councilmember Amanda Noe were absent.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage (his office), Interim City Attorney Catherine Clifton, Public Works Director Gary Machado, Assistant Fire Chief Justin Miller, and Police Chief Kenneth Price

**ESTABLISHING A QUORUM (WORKSHOP)**

Mayor Pettle asked Asst. City Administrator/City Secretary Scott Grey if there was a super quorum for tonight’s special meeting. Ms. Scott Grey replied no, as there only the Mayor and three (3) Councilmembers were present, Lee Pettle, Todd Fecht, Randy Kercho and Buddy Pilgrim respectively, and four (4) Councilmembers were needed for a super quorum.

Mayor Pettle asked Council if they were willing to wait a reasonable amount of time (30 minutes) to see if additional Councilmembers arrived or could be contacted. City Council agreed.

Mayor Pettle recessed the meeting for lack of a quorum at 6:05 p.m.

Mayor Pettle tried to call the meeting to order again, but seeing there was no change in councilmembers present said the workshop was canceled due to lack of a quorum.

Mayor Pettle also asked if the presenter would like to use the council chambers to make a presentation to the community members present, where the presentation would be informational only and there would be no deliberation and/or direction to staff.

Presenter Jordan Ramirez said he would like to proceed.

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

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 tried to call the meeting to order at 7:00 p.m. Councilmembers Todd Fecht, Randy Kercho, and Buddy Pilgrim were present. Mayor Pro Tem Jim Reed and Councilmember Amanda Noe were absent, but seeing there was no change in councilmembers present said the council meeting was canceled due to lack of a quorum.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage (his office), Interim City Attorney Catherine Clifton, Public Works Director Gary Machado, Assistant Fire Chief Justin Miller, and Police Chief Kenneth Price

Mayor Pettle then offered Ramirez the opportunity to continue to use the room to meet with community members.

APPROVED:

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

ATTESTED:

Approved on the 19th day  
of November, 2024.

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

PROPOSED



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Finance
Fund Balance-before expenditure:	Prepared by:	Finance/HR Manager Savage
Estimated Cost:	Date Prepared:	November 14, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Ordinance</a></li> <li>2. <a href="#">Tax Assessor Collector Kenneth L. Maun Letter, dated Oct. 8, 2024</a></li> <li>3. <a href="#">2024 Tax Roll Summary</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 879, APPROVING THE 2024 TAX ROLL.

### SUMMARY

Please review the letter of request from Tax Assessor Collector Kenneth L. Maun, dated October 8, 2024, and the 2024 Tax Roll Summary for approval in accordance with *Texas Property Tax Code*, Section 26.09 (e).

Sec. 26.09. CALCULATION OF TAX.

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15/2024 via Municode
Mayor:	<i>Lee Pettie</i>	Date:	11/XX/2024

**ORDINANCE NO. 879**  
*(Approval of 2024 Tax Roll)*

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE 2024 TAX ROLL PROVIDED BY COLLIN COUNTY TAX ASSESSOR / COLLECTOR PER TEXAS PROPERTY TAX CODE SECTION 26.09(e); PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Texas Property Tax Code, Section 26.09(e) provides in relevant part that the assessor shall enter the amount of tax determined in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.; and

**WHEREAS**, the City of Parker received a letter from Tax Assessor Collector, Kenneth L. Maun, dated October 8, 2024, with the 2024 Tax Roll Summary, both of which are attached hereto as Exhibit A and incorporated herein, requesting an ordinance evidencing the City Council approval of the 2024 Tax Roll in accordance with Texas Property Tax Code, Section 26.09(e); and

**WHEREAS**, the Finance Director has reviewed the 2024 Tax Roll Summary and finds it to be accurate.

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

**SECTION 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**SECTION 2. ENACTMENT**

The City Council hereby adopts this Ordinance approving the 2024 Tax Roll reflected in Exhibit A in accordance with Texas Property Tax Code, Section 26.09(e).

**SECTION 3. REPEALER**

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

**SECTION 4. SEVERABILITY**

If any article, paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not

affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to invalid, illegal, or unconstitutional, and shall not affect the validity of this Ordinance as a whole.

**SECTION 5. PROPER NOTICE AND MEETING**

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

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 19<sup>TH</sup> DAY OF NOVEMBER 2024.**

APPROVED:  
CITY OF PARKER

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

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Catherine Clifton, Interim City Attorney

**EXHIBIT A  
2024 TAX ROLL SUMMARY  
&  
TAX ASSESSOR COLLECTOR LETTER**

Proposed



**KENNETH L. MAUN**  
**TAX ASSESSOR COLLECTOR**  
**COLLIN COUNTY**  
**2300 Bloomdale Road, Suite 2366**  
**P.O. Box 8006**  
**McKinney, TX 75070-8006**  
**(972) 547-5020**  
**Fax: (214) 491-4808**  
**Email: kmaun@collincountytx.gov**

October 08, 2024

Lee Pettle, Mayor  
City of Parker  
5700 E. Parker Road  
Parker, TX 75002

Dear Mayor Pettle,

Attached is the 2024 Tax Roll Summary for City of Parker.

Submission of the 2024 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2024 Tax Roll for City of Parker.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Kenneth L. Maun".

Kenneth L. Maun  
Tax Assessor Collector

KLM:jd

Enclosure

cc: Grant Savage  
Patti Grey

2024 TAX ROLL SUMMARY

22 - PARKER CITY

	Amount	Count
NUMBER OF ACCOUNTS		2,575
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$1,349,680	
ROLLCODE: PERSONAL		
Personal	\$17,020,833	
ROLLCODE: REAL		
Agriculture	\$109,681,223	
Improvement	\$1,527,751,019	
Improvement Non-Home Site	\$22,842,068	
Land	\$548,791,962	
Land Ag Land	\$174,276	
Land Non-Home Site	\$45,057,014	
	<b>TOTAL MARKET VALUE</b>	
		<b>\$2,272,668,075</b>
DEFERRALS		
Ag	\$109,681,223	149
	<b>TOTAL DEFERRALS</b>	
		<b>\$109,681,223</b>
EXEMPTIONS		
23.231 Circuit Breaker Limitation	\$6,333,122	120
Autos , XO , PPV , XO , PPV	\$6,565,003	33
Cap Adjustment , XT , XT	\$251,945,122	1,361
Disabled	\$0	16
Disabled Veteran	\$29,117,425	73
Historic Site	\$0	1
Homestead	\$0	3
Miscellaneous , XV , XV	\$31,180,570	185
Nominal Value	\$24,906	31
Over 65	\$24,013,388	519
Solar/Wind	\$42,555	5
	<b>TOTAL EXEMPTIONS</b>	
		<b>\$349,222,091</b>
<b>GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS</b>		<b>\$458,903,314</b>
<b>TOTAL MARKET VALUE</b>		<b>\$2,272,668,075</b>
<b>TAXABLE VALUE</b>		<b>\$1,813,764,761</b>
<b>TAX RATE</b>		<b>0.310439</b>
ROLLCODE: MOBILE HOME		
Levy	\$3,796.27	69
ROLLCODE: PERSONAL		
Levy	\$32,249.52	132
ROLLCODE: REAL		
Levy	\$5,594,587.15	2,374
	<b>TOTAL LEVY</b>	
		<b>\$5,630,632.94</b>
<b>LEVY LOST DUE TO FROZEN</b>		<b>\$0.00</b>
<b>OTHER LOST LEVY</b>		<b>\$0.00</b>
<b>TOTAL LOST LEVY</b>		<b>\$0.00</b>

## 2024 TAX ROLL SUMMARY

## 22 - PARKER CITY

**Calculation Analysis**

	<b>Calc Levy</b>	<b>- Tax Amount</b>	<b>=</b>	<b>Diff.</b>	<b>Market Value</b>	<b>Exemption</b>	<b>Taxable Value</b>
<b>Frozen</b>	0.00	0.00		0.00	0	0	0
<b>DV100 (Excl. Frozen)</b>	0.00	0.00		0.00	31,272,917	27,427,088	3,845,829
<b>Prorated (Excl. Frozen)</b>	0.00	0.00		0.00	0	0	0
<b>Other</b>	6,077,164.61	6,077,164.61		0.00	2,410,307,411	456,549,716	1,953,757,695
<b>Total</b>	6,077,164.61	6,077,164.61		0.00	2,441,580,328	483,976,804	1,957,603,524
<b>DV100 (Incl. Frozen)</b>	0.00	0.00		0.00	0	0	0
<b>Prorated (Incl. Frozen)</b>	0.00	0.00		0.00	0	0	0



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: Finance/HR Director Savage
Estimated Cost:	Date Prepared: November 14, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Renovation Bids</a></li> <li>2. <a href="#">Photos</a></li> </ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE APPROVAL OF RENOVATIONS TO BE MADE AT CITY HALL.

### SUMMARY

Additional office space is needed to accommodate the hiring of an Administrative Assistant for Public Works. Bids were received to convert a storage area into an office. The bids also included framing a wall to help reduce noise from the back entrance and other minor repairs. Funds that have been budgeted for building maintenance will be used to make these renovations.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15/2024 via Municode
Mayor:	<i>Lee Pettle</i>	Date:	11/xx/2024



# INTERIOR OFFICE RENOVATION

OCT 25, 2024

## CITY OF PARKER

5700 E Parker Rd  
Parker, TX  
75002

[jskinner@onyxconstructiongroup.net](mailto:jskinner@onyxconstructiongroup.net)  
2149014886

# INTRODUCTION

Hi City of Parker,

Thank you for the opportunity to quote on the repairs and improvements to your property. Please find the detailed estimate below.

The following estimate is for:

1. Interior Office Renovation

Once the job is complete, we will perform a thorough inspection of your project to make sure we did everything correctly and up to our strict standards and the site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. Thanks for your time and consideration.

Kind regards,  
Jeff Skinner  
jskinner@onyxconstructiongroup.net  
214-901-4886

# BEST

Description	Qty	Unit price	Line total
Interior Renovation	1	\$7,490.00	\$7,490.00
<ul style="list-style-type: none"><li>-Caution off the work area</li><li>-Protect floor coverings with plastic</li><li>-Relocate (3)light fixtures for new wall construction clearance</li><li>-Frame up new sections of wall at specified locations(10 LF, 6 LF)</li><li>-Install batt insulation in new walls for sound control</li><li>-Install new 5/8" drywall on new walls</li><li>-TBT to match existing</li><li>-Install (2) 36x80 RH flat panel hollow core doors w/jambos</li><li>-Install new door casing to match existing</li><li>-Install new rubber cove base molding to match existing along new wall sections</li><li>-Paint all new wall sections to match existing</li><li>-Install (2) new matching troffer light fixtures</li><li>-Install (2) new door passage levers to match existing</li><li>-Recess the stubbed plumbing lines and cap off</li><li>-Patch the drywall at repair area(match texture)</li><li>-Patch damaged drywall at ceiling inside office(match texture)</li><li>-Patch the FRP panel inside the bathroom</li><li>-Clean up all job related debris and haul away</li></ul>			

**Estimate subtotal**            \$7,490.00  
**Total**                            \$7,490.00

# SIGNING & UPGRADES

**Best**

\$7,490.00

**Name:** City of Parker

**Address:** 5700 E Parker Rd, Parker, TX

Description	Qty	Unit price	Line total
<input type="checkbox"/> Interior Renovation	1	\$7,490.00	\$7,490.00

## Customer Comments / Notes

**Interior Office Renovation:**

**Date:**

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# TERMS & CONDITIONS

This proposal may be withdrawn if not accepted within 30 days. If material unit cost changes prior to the acceptance of the proposal, the additional cost will be subject to change order approval. Pricing does not include any engineering or architectural fees unless otherwise noted. This proposal does not cover replacement of materials not specifically stated. The scope of work is based on visible conditions. Any additional work will be subject to change order approval.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, Onyx Construction Group LLC provides a 1 year Workmanship Warranty.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis.

Warranty excludes acts of God, building movement, internal damages, and personal property. Onyx Construction Group LLC will not be responsible for delays out of their control such as weather, material shortages, equipment rental delays, labor strikes and labor shortages.

No equipment will be driven on sidewalks or curbs. Onyx Construction Group LLC will not be responsible for damage to concrete or asphalt caused by routine driving of equipment on parking lots.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize Onyx Construction Group LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

Onyx Construction LLC strives to provide a safe workspace on all projects and properties. Safety barricades and or precautions will be supplied as needed.

## **Payment Terms**

Payment terms for projects under \$15,000 is Net 30 Days.

For projects \$15,000 and over payments are to be made as follows, 50% upon commencement of work, 50% upon completion of project.

All payment terms are subject to credit approval.

Onyx Construction LLC reserves the right to collect 1.5% per month (not to exceed the maximum amount allowed by law) on all past due accounts.



## A & B Complete Property Servicing

6506 Falcon St.  
 Rowlett, TX 75089  
 F:(469)-233-8864  
 F: (214)-790-2618

[firefightingapd@msn.com](mailto:firefightingapd@msn.com)

TO: Parker Fire Department  
**5700 E Parker Rd.**  
**Parker, TX 75002**

SALES REP	INVOICE	Due Date
A. Dickey	BID	N/A

	Size	Total
Build two separate walls and add 2 inswing doors	N/A	
move 2 to 3 lights	N/A	
add light in the room that we are adding	N/A	
move 4 plumbing lines into wall, cap lines and fix drywall	N/A	
fix drywall in existing bathroom	N/A	
fix drywall in existing office	N/A	
sheetrock, tape/bed/texture and paint walls	N/A	
add basboards and door trim/paint	N/A	
	N/A	
	N/A	
	N/A	

	Please make payable to <b>A&amp;B Property Servicing</b>
--	--

	Payments
	SUBTOTAL
	SALES TAX
	<b>Total</b> \$9,000.00













## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	November 14, 2024
Exhibits:	<ol style="list-style-type: none"> <li><b><u>Proposed Resolution</u></b></li> <li><b><u>Res. No. 2022-703 (Newsletter Committee Appointments/Guidelines (Production &amp; Publication))</u></b></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-821, ABOLISHING THE NEWSLETTER COMMITTEE.

### SUMMARY

The Newsletter Committee is currently out of date and has not been producing a newsletter in recent years.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:		Date:	
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15 /2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024

**RESOLUTION NO. 2024-821**  
*(Abolishing the Newsletter Committee)*

**A RESOLUTION OF THE CITY OF PARKER, TEXAS, ABOLISHING THE NEWSLETTER COMMITTEE.**

**WHEREAS**, the City created a newsletter committee for which members were appointed to serve and for which procedures were modified and amended in Resolutions 2011-336, 2012-361, 2012-377, 20130411, 2014-437, 2016-517, 2018-575, and 2018-578; and

**WHEREAS**, the City has determined that the purposes for which the newsletter was created are now met by other means, rendering the newsletter obsolete.

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

**Section 1.** The Newsletter Committee is hereby abolished.

**Section 2.** Resolutions 2011-336, 2012-361, 2012-377, 20130411, 2014-437, 2016-517, 2018-575, and 2018-578 shall have no further force and effect.

**DULY RESOLVED** by the City Council of the City of Parker, Texas, on this 19th day of November, 2024.

APPROVED:

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

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
Interim City Attorney Catherine Clifton

**RESOLUTION NO. 2022-703**  
*(Newsletter Committee Appointments)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPOINTING MEMBERS TO SERVE ON THE NEWSLETTER COMMITTEE FOR 2022-2024.**

**WHEREAS** the City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events; and

**WHEREAS** the committee has been composed of the Mayor, one (1) Councilmember, the City Administrator, and the City Secretary; and

**WHEREAS** the City Council has previously determined guidelines approved in Resolution No. 2014-437 and attached hereto as Exhibit A, providing a procedure to be followed for the production and publication of the newsletter, designed to avoid waste and inefficiency which can result from less coordinated efforts;

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

The following persons are appointed to the Newsletter committee for the 2022-2024 term:

Mayor Lee Pettle, City Administrator, City Secretary; and Councilmember Cindy Meyer.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 7th day of June, 2022.

**CITY OF PARKER:**



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

**ATTEST:**

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

**APPROVED AS TO FORM:**

*L. M. Lansford III*  
\_\_\_\_\_  
Larence M. Lansford, III, City Attorney

## **Exhibit A**

### **1.0 Purpose and Scope**

The City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events.

### **2.0 Committee**

There shall be a Committee consisting of the Mayor, 1 (one) Councilmember, the City Administrator, and the City Secretary. Councilmember appointments shall be reviewed every two years in June

### **3.0 Content**

The content is to consist of City business including, but not limited to: Council actions, City finance, police and fire services, community development, elections, City events.

If space allows City organizations/clubs, whose membership consists of 75% Parker residents and which makes donations to the City of Parker in their yearly budget, and human interest stories on Parker residents.

### **4.0 Schedule**

The City newsletter shall be prepared and published in a timely, efficient and professional manner. The newsletter is to be published quarterly: winter, spring, summer and fall.



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	Mike Sheff
Estimated Cost:	Date Prepared:	November 14, 2024
Exhibits:	<a href="#"><u>Proposed Resolution</u></a>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2024-815, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF.

### SUMMARY

My retirement as Fire Chief, effective as of October 31, 2024, requires Council appoint new department leadership.

Justin Miller, presently Assistant Fire Chief, and Jeffrey Kendrick, presently Division Chief,

- i) serve Parker in their current roles with distinction,
- ii) have 19 years (Fairview) and 21 years (Plano), respective fire service experience, and
- iii) possess the requisite certifications and education necessary to successfully perform in their new roles.

These candidates have my full support.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Mike Sheff</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/xx/2024

**RESOLUTION NO. 2024-815**  
*(Appointment of Fire Chief and Assistant Fire Chief)*

**A RESOLUTION OF THE CITY OF PARKER, TEXAS, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF.**

**WHEREAS**, Ordinance 515 of the City of Parker ordinances requires the city council to appoint the Fire Chief and Assistant Fire Chief by majority vote of the city council; and

**WHEREAS**, the appointed officers serve at the pleasure of the city council; and

**WHEREAS**, the retirement of Fire Chief Mike Sheff will create a vacancy and the appointment of a new fire chief may create additional vacancies within the department;

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

**Section 1.** Justin Miller is appointed as Fire Chief for the City of Parker Fire Department effective November 1, 2024.

**Section 2.** Mr. Miller has met the following requirements and training to qualify for his position as Fire Chief as follows:

- a. An ability to interact and work with all members.
- b. An ability to work with City Council on all aspects of Department requirements.
- c. Minimum of thirty (30) hours training in incident command.
- d. Knowledge of City government functions and how they relate to the Fire Department.
- e. Ten years of paid or volunteer fire service.
- f. Minimum of sixty (60) hours training in officer development.
- g. Held prior tactical or officer position.
- h. No less than basic certification from SFFMA.

**Section 3.** Jeffrey Kendrick is appointed as Assistant Fire Chief for the City of Parker Fire Department effective November 1, 2024.

**Section 4.** Mr. Kendrick has met the following requirements and training to qualify for his position as Assistant Fire Chief as follows:

- a. An ability to interact and work with all members.
- b. An ability to work with City Council on all aspects of Department requirements.
- c. Minimum of thirty (30) hours training in incident command.
- d. Knowledge of City government functions and how they relate to the Fire Department.
- e. Five years of paid or volunteer fire service.
- f. Minimum of thirty (30) hours training in officer development.

**DULY RESOLVED** by the City Council of the City of Parker, Texas, on this 19th day of November, 2024.

APPROVED:

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

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
Interim City Attorney Catherine Clifton

Proposed



## 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 Mayor Pettle
Estimated Cost:	Date Prepared:	November 14, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution</a></li> <li>2. <a href="#">Collin Central Appraisal District letter, dated October 24, 2024</a></li> <li>3. <a href="#">Collin Central Appraisal District letter, dated September 26, 2024</a></li> <li>4. <a href="#">Texas Property Tax Code § 6.03</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-817 REGARDING 7 VOTES FOR COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

### SUMMARY

Please review the Collin Central Appraisal District letter, dated October 24, 2024, containing “NUMBER OF VOTES: 7” and an official ballot listing of nominees for the Board of Directors, Collin Central Appraisal District, for a one-year term beginning January 1, 2025. On October 2, 2024, City Council made no nominations via Resolution No. 2024-813. [Texas Property Tax Code § 6.03 (g) requires the action (nominations) be taken by resolution, if any.]

As stated, the City of Parker has 7 votes, and “each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.” Reminder, “each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2024, except taxing units with 250 or more votes.”

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15/2024 via Municode
Mayor:	<i>Lee Pettle</i>	Date:	11/XX/2024

**RESOLUTION NO. 2024-817**  
*(Votes for 2025-2026 CCAD Board of Directors)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS CASTING THE ALLOCATED 7 VOTES FOR CANDIDATE(S) TO SERVE ON THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR A ONE YEAR TERM BEGINNING JANUARY 1, 2025.**

**WHEREAS**, the City of Parker is located within Collin County, Texas; and

**WHEREAS**, the City of Parker has elected to utilize the services of Collin Central Appraisal District (CCAD); and

**WHEREAS**, the City of Parker would like to cast its allocated seven votes for a candidate or candidates listed on the official ballot for CCCAD directors for a term of one year commencing in January 2025;

**NOW, THEREFORE**, be it resolved by the City Council of the City of Parker, that the City casts its 7 votes for the following qualified candidate(s) as follows:

**Section 1. Candidate(s)**

_____	_____ VOTE(S)
_____	_____ VOTE(S)

PASSED AND APPROVED this 19th day of November, 2024.

**CITY OF PARKER:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Catherine Clifton, Interim City Attorney



# Collin Central Appraisal District

October 24, 2024

Patti Scott Grey, Assistant City Administrator/City Secretary  
Parker City  
5700 E. Parker Road  
Parker, TX 75002

RE: Board of Directors election, one-year term, beginning January 1, 2025

Dear Ms. Grey:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their surname.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2024, **except taxing units with 250 or more votes.**

**Taxing Units with 250 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.**

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

A handwritten signature in black ink that reads "Marty Wright".

Marty Wright  
Chief Appraiser

Enclosure



# Collin Central Appraisal District

## OFFICIAL BALLOT

ISSUED TO: Parker City

NUMBER OF VOTES: 7

FOR: BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM BEGINNING JANUARY 1, 2025.

NOMINEES	VOTES
ALVIN BENTON	
LISA BIDDLE	
MARVIN BOBO	
LINDSAY BUHLER	
AL ELY	
RICHARD GRADY	
ROBERT HALLBERG	
MICHELLE HOWARTH	
BRIAN MANTZEY	
SKIP MIDDLETON	
LEE MILLER	
SHERI SACHS	
JERRY TARTAGLINO	
VERONICA YOST	

October 24, 2024

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2024, **except taxing units with 250 or more votes.**



# Collin Central Appraisal District

2025  
COLLIN CENTRAL APPRAISAL DISTRICT  
BOARD OF DIRECTOR'S NOMINATIONS

ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX
MARVIN BOBO	Nominated by the Lovejoy ISD. Resides in Lucas, TX.
LINDSAY BUHLER	Nominated by the City of Sachse. Resides in Sachse, TX.
AL ELY	Nominated by Plano ISD. Resides in Plano, TX.
RICHARD GRADY	Nominated by the City of Plano. Resides in Plano, TX. <b>Current Board member.</b>
ROBERT HALLBERG	Nominated by City of Anna. Resides in Anna, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. <b>Current Board member.</b>
SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
LEE MILLER	Nominated by the City of Anna. Resides in Anna, TX.
SHERI SACHS	Nominated by the City of Anna. Resides in Anna, TX.
JERRY TARTAGLINO	Nominated by Plano ISD. Resides in Parker, TX.
VERONICA YOST	Nominated by City of Allen & Allen ISD. Resides in Allen, TX. <b>Current Board member.</b>



# Collin Central Appraisal District

September 26, 2024

To: Collin Central Appraisal District taxing entities

From: Marty Wright, Chief Appraiser

RE: Election of Collin Central Appraisal District Board of Directors

Ladies and Gentlemen,

The purpose of this letter is to provide an overview of the election process, and provide a detailed timeline for each phase for taxing entity appointed Board of Director's members. The process for electing the District's Board of Directors is outlined in the Texas Property Tax Code (TPTC) § 6.03. The deadline dates for the election are statutory and controlled by TPTC § 6.03.

On July 24, 2023, Governor Greg Abbott signed Senate Bill 2 into law which has added TPTC § 6.0301. In accordance with the new section, the District's Board of Directors makeup has changed significantly. The Legislature has seen fit to increase the total number of directors from five (5) appointed and one voting tax assessor-collector director, to nine (9) total directors.

Starting January 1, 2024 the Board of Directors will include three (3) publicly elected directors in addition to the five (5) appointed directors which are still elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. Appointed directors will begin staggered four-year terms on January 1<sup>st</sup> of even-numbered years, and elected directors will begin staggered four-year terms on January 1<sup>st</sup> of odd-numbered years. Another significant change in this new section is that the tax assessor-collector is now a voting ex officio member to ensure there are no tie votes.

**CALENDAR OF EVENTS FOR APPOINTED MEMBERS ON JANUARY 1, 2025**

**Title of Event:** Allocation of Votes

**Deadline:** Before October 1<sup>st</sup>, (September 30, 2024)

**Action:** Calculate the number of votes for each entity and notify the county judge, commissioners of the county, and presiding officers for cities, towns, school districts and college district.

**Responsible for Action:** Chief Appraiser

**Tax Code:** 6.03 (e)

**Summary of Action:** There are 5,000 total votes to be distributed based on tax levy. Each taxing unit’s vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Each taxing unit’s vote allocation will be delivered to the taxing unit in late-September.

*Example: If a taxing unit’s tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 500 votes.*

**Title of Event:** Nomination of Candidates

**Deadline:** Before October 15<sup>th</sup>, (since October 14, 2024 is Columbus Day the deadline will shift to the Friday before). **Deadline for delivery of nominating Resolution, received by the Chief Appraiser, is end-of-day October 11, 2024.**

**Action:** Nominate up to one (1) candidate for each position to be filled on the Board of Directors. All five (5) of the board positions are included in this election, therefore each taxing unit can nominate a maximum of five (5) candidates.

**Responsible for Action:** Governing body of each entity and entity’s presiding officer.

**Tax Code:** 6.03 (g)

**Summary of Action:** A taxing unit’s nomination(s) by written Resolution can be submitted at any time, as long as it is received by the Chief Appraiser by end-of-day October 11, 2024. The Resolution must include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

**Note:** This is the nominations part of the process and the written Resolution associated with this phase of the election should only include nominations of candidates.

**Title of Event:** Delivery of Ballots

**Deadline:** Before October 30<sup>th</sup>, **Deadline for delivery of ballots is end-of-day October 30, 2024.**

**Action:** Prepare and deliver a ballot listing the candidates whose names were timely submitted by a taxing unit.

**Responsible for Action:** Chief Appraiser

**Tax Code:** 6.03 (j)

**Summary of Action:** The Chief Appraiser will deliver a ballot listing the candidates, with their names sorted alphabetically by surname, to the presiding officer for each taxing unit. Additionally, each ballot will list the taxing unit name and their vote allocation. The ballots will be mailed the third week of October.

**Title of Event:** Taxing Units Cast Their Votes

**Deadline:** Before December 15<sup>th</sup>, (December 15<sup>th</sup> falls on a Sunday). **Deadline for delivery of voting Resolution, received by the chief appraiser, is end-of-day December 13, 2024.**

**Action:** Taxing unit determines its votes in public session by Resolution.

**Special Action (Tax Code Amendment): Taxing Units with 5% or more of the total votes MUST determine its votes by Resolution adopted at the FIRST or SECOND OPEN meeting of the governing body held after the Chief Appraiser delivers the ballot and the Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted. Taxing units with 250 or more votes are affected by this Tax Code change.**

**Responsible for Action:** Governing of each entity and entity’s presiding officer.

**Tax Code:** 6.03 (g), 6.03 (k and k-1 effective 1-1-2022)

**Summary of Action:** The governing body of each taxing unit entitled to vote shall determine its vote by Resolution. If an entity marks their votes next to the nominees name on the Ballot received from the Chief Appraiser, the marked Ballot must have an accompanying Resolution adopted in a public meeting determining the tax unit’s votes. The Resolution adopted in an open meeting of the taxing unit, or a copy of marked Ballot accompanied by the taxing unit’s voting Resolution must be received by the Chief Appraiser by end-of-day December 13, 2024. **Taxing units with 250 or more votes, please refer to the “Special Action (Tax Code Amendment)” section above concerning the deadlines for adopting your vote Resolution and submitting the Resolution to the Chief Appraiser.**

**Title of Event:** Election Results

**Deadline:** Before December 31<sup>st</sup>, (December 30, 2024)

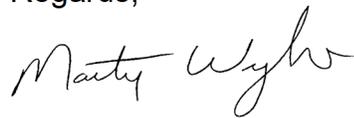
**Action:** Count the votes and declare the five (5) candidates who receive the largest cumulative vote totals elected to a staggered four-year term, beginning January 1, 2025.

**Responsible for Action:** Chief Appraiser

**Tax Code:** 6.03 (k)

**Summary of Action:** The Chief Appraiser will submit the election results before December 31, 2024 to each taxing unit and to the candidates.

Regards,



Marty Wright, CCA, RPA  
Chief Appraiser

## Texas Tax Code - TAX § 6.03. Board of Directors

Current as of April 14, 2021, | Updated by [FindLaw Staff](#)

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under [Section 6.05\(b\)](#) or if the commissioners court of the county enters into a contract under [Section 6.24\(b\)](#). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(b) Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

(c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, the junior college districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year. On receipt of a request, the chief appraiser shall certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the district.

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager;

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts; and

(4) to the presiding officer of the governing body of each junior college district participating in the district and to the president, chancellor, or other chief executive officer of those junior college districts.

(f) The chief appraiser shall calculate the number of votes to which each conservation and reclamation district entitled to vote for district directors is entitled and shall deliver written notice to the presiding officer of each conservation and reclamation district of its voting entitlement and right to nominate a person to serve as a director of the district before July 1 of each odd-numbered year.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(h) Each conservation and reclamation district entitled to vote may nominate by resolution adopted by its governing body one candidate for the district's board of directors. The presiding officer of the conservation and reclamation district's governing body shall submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year. Before August 1, the chief appraiser shall prepare a nominating ballot, listing all the nominees of conservation and reclamation districts alphabetically by surname, and shall deliver a copy of the nominating ballot to the presiding officer of the board of directors of each district. The board of directors of each district shall determine its vote by resolution and submit it to the chief appraiser before August 15. The nominee on the ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district if the nominee received more than 10 percent of the votes entitled to be cast by all of the conservation and reclamation districts in the appraisal district, and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(i) If no nominee of the conservation and reclamation districts receives more than 10 percent of the votes entitled to be cast under Subsection (h), the chief appraiser, before September 1, shall notify the presiding officer of the board of directors of each conservation and reclamation district of the failure to select a nominee. Each conservation and reclamation district may submit a nominee by September 15 to the chief appraiser as provided by Subsection (h). The chief appraiser shall submit a second nominating ballot by October 1 to the conservation and reclamation districts as provided by Subsection (h). The conservation and reclamation districts shall submit their votes for nomination before October 15 as provided by Subsection (h). The nominee on the second nominating ballot with the most votes is the nominee of the conservation and reclamation

districts in the appraisal district and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

(m) Repealed by [Acts 2007, 80th Leg., ch. 648, § 5\(4\)](#).



## 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 Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	November 15, 2024
Exhibits:	<ul style="list-style-type: none"> <li>• <a href="#">Proposed Ordinance with Exhibit A (the agreement)</a> <del>(to be provided Monday per Interim City Attorney Clifton)</del></li> </ul>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY OTHER ACTION ON THE “WATER CCN TRANSFER PAYMENT AGREEMENT” BETWEEN THE CITY OF PARKER, TEXAS, AND INTEGRITY COMPANIES, LLC., RELATING TO THE TRANSFER OF PROPERTY FROM CITY OF PARKER’S CCN TO THE CITY OF WYLIE’S CCN. [ORDINANCE NO. 881]

### SUMMARY

Information to be provided Monday.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/18 /2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024

**ORDINANCE NO. 881**  
**(CCN Transfer Payment Agreement)**

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A WATER CCN TRANSFER PAYMENT AGREEMENT BETWEEN THE CITY OF PARKER AND INTEGRITY COMPANIES, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Integrity Companies, LLC. (“Integrity”), owns property that is in the service area of the Parker Certificate of Convenience and Necessity (“CCN”) for water; and

WHEREAS, the same property owned by Integrity is within the city limits of the City of Wylie; and

WHEREAS, the property owned by Integrity does not currently have water facilities or service provided by the City of Parker; and

WHEREAS, Integrity has requested that its property be transferred from the Parker Certificate of Convenience and Necessity to the City of Wylie; and

WHEREAS, Integrity understands the costs to the City of Parker for transferring a portion of its CCN.

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

**Section 1.** The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

**Section 2.** The Water CCN Transfer Payment Agreement between the City of Parker and Integrity attached hereto as Exhibit A is hereby approved.

**Section 3.** The Mayor, or her designee, is hereby authorized to execute the approved Water CCN Transfer Payment Agreement.

**Section 4.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

**Section 5.** This Ordinance shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS THE 19<sup>TH</sup> DAY OF NOVEMBER, 2024.**

APPROVED:

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

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
Interim City Attorney Catherine Clifton

**WATER CCN TRANSFER PAYMENT AGREEMENT**

**INTEGRITY COMPANIES, LLC**

**AND**

**CITY OF PARKER, TEXAS**

This Water CCN Payment Agreement (“Agreement”) is entered into by and between Integrity Companies, LLC (the “Developer”) and the City of Parker, Texas (the “City of Parker”), each of whom agree to be bound by this Agreement (each individually, a “Party,” and collectively, the “Parties”), to be effective on the date of the last signatory herein below (“Effective Date”).

WHEREAS, Developer or an affiliate of Developer owns a certain approximately 48-acre tract of land within the northeastern corporate limits of the City of Wylie, Texas, and immediately east of the corporate limits of the City of Parker, identified by the Collin Central Appraisal District as Property ID: 2121734 and as depicted on **Attachment “A”** attached hereto and incorporated by reference (the “Development Property”); and

WHEREAS, the City of Parker is the holder of water certificate of convenience and necessity (“CCN”) No. 10207; and

WHEREAS, the City of Wylie is the holder of water CCN No. 10186, which is adjacent to and east and southeast of the City of Parker’s water CCN No. 10207;

WHEREAS, although the Development Property is located entirely within the corporate limits of the City of Wylie, the Development Property is also located entirely within the City of Parker’s water CCN No. 10207;

WHEREAS, the City of Parker has no customers or water utility infrastructure within or capable of providing retail water utility service to the Development Property;

WHEREAS, the City of Wylie has water infrastructure nearby the Development Property which can be utilized to provide water service to the Development Property with minimum upgrades, if any; and

WHEREAS, the City of Wylie is the holder of sewer CCN No. 20068, which includes the entirety of the Development Property and requires that retail sewer service be provided to the Development Property from the City of Wylie;

WHEREAS, since the Development Property is within the City of Wylie’s corporate limits, the Development Property is subject to the City of Wylie’s requirements for development; and

WHEREAS, for the orderly development of the Development Property, Developer desires to obtain the necessary development permits from the City of Wylie, and for the City of Wylie to provide both retail water utility service and retail sewer utility service to the Development Property;

WHEREAS, in consideration of foregoing the exclusive right pursuant to its water CCN to provide retail water utility service to the Development Property, the City of Parker has agreed to transfer the Development Property from the City of Parker’s water CCN service territory to the water CCN service territory of the City of Wylie (“CCN Transfer”);

WHEREAS, in exchange for just and adequate compensation from Developer as consideration, the City of Parker and Developer agree to the CCN Transfer pursuant to Tex. Water Code § 13.248 (“13.248 Agreement”), subject to City of Wylie City Council approval and agreement for the City of Wylie to undertake the obligation to provide retail water utility service to the Development Property; and

WHEREAS, Developer and the City of Parker and the City of Wylie must secure the approval of the Public Utility Commission of Texas (“PUC”), the state agency with jurisdiction over all CCN boundaries within the state, in order to accomplish the CCN Transfer.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City of Parker agree as follows:

**1. Representations; Development Property Subject to this Agreement.**

The City of Parker and Developer agree that the foregoing recitals, including the depiction of the Development Property in Attachment “A”: (a) are true and correct as of the Effective Date; (b) form the basis upon which the City of Parker and Developer negotiated and entered into this Agreement; (c) reflect the final intent of the City of Parker and Developer with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The City of Parker and Developer have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of City of Parker and Developer as reflected by the recitals, would not have entered into this Agreement.

**2. City of Parker’s Agreement to Cooperate in Processing the Necessary Documents at the PUC; Developer to Take the Lead.**

City of Parker agrees to actively cooperate, in the drafting, executing, and filing of the regulatory documents required by the PUC relating to the 13.248 Agreement. In order to minimize City of Parker’s workload and costs for securing the PUC approvals, Developer agrees to take the lead in coordination with the City of Wylie, and in complying with all subsequent processing of the documents at the PUC until the 13.248 Agreement is finalized. The petition to be filed with the PUC seeking approval of the 13.248 Agreement and the necessary exhibits and attachments will be in substantially in the form of the documents attached hereto as **Attachment “B”** and included therewith.

**3. Developer’ Agreement to Compensate City of Parker.**

In exchange for City of Parker’s cooperation in securing CCN service territory transfers via the 13.248 Agreement, Developer agrees to compensate City of Parker in the amount of \$15,000 as just and adequate compensation (“Compensation Amount”) for its reasonable and necessary legal costs, county recording costs incurred pursuant to Tex. Water Code § 13.257(r), and satisfaction of any further just and adequate compensation City of Parker might be entitled to in exchange for the proposed CCN service area transfer to the City of Wylie. Within three (3) business days of the effective date of the 13.248 Agreement, Developer will pay \$7,500.00 of the Compensation Amount. The remaining \$7,500 of the Compensation Amount will be paid within three (3) business days of the date that PUC approval of the 13.248 Agreement is final and appealable, providing no appeal has been filed.

**4. General Provisions**

Termination. If the City of Wylie has not agreed to and executed the 13.248 Agreement by January 31, 2025, either City of Parker or Developer has the option to terminate this Agreement without cause, neither party will have further obligations pursuant to this Agreement, and the Compensation Amount will not be due and payable.

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

Assignment. Developer may make an assignment of all or of a portion of Developer’s rights and obligations under this Agreement with the consent of the City of Parker, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Developer may make such an assignment to an affiliate or subsidiary of Developer without consent from the City of Parker.

Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Collin County District Court.

Sovereign Immunity. To the extent sovereign immunity applies to the City of Parker, the City of Parker expressly waives sovereign immunity for purposes of this Agreement.

Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

IN WITNESS THEREOF, Developer and City of Parker, through the authorized officer of each, do hereby execute this Settlement Payment Agreement.

By: \_\_\_\_\_  
Integrity Companies, LLC  
a Texas limited liability company

By: \_\_\_\_\_  
John Delin

Its: Managing Member

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

**City of Parker Texas**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



## 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 Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	November 15, 2024
Exhibits:	<ul style="list-style-type: none"> <li>• <a href="#">Proposed Ordinance with Exhibit A (the agreement)</a> <del>(to be provided Monday per Interim City Attorney Clifton)</del></li> </ul>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY OTHER ACTION ON THE AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF PARKER," BETWEEN THE CITY OF PARKER AND THE CITY OF WYLIE RELATING TO THE TRANSFER OF APPROXIMATELY 48 ACRES LOCATED IN THE CITY OF WYLIE FROM PARKER'S WATER CERTIFICATE OF CONVENIENCE AND NECESSITY ("CCN") TO WYLIE'S WATER CCN. [ORDINANCE NO. 882]

### SUMMARY

Information to be provided Monday.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/18 /2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024

**ORDINANCE NO. 882**  
**(CCN Transfer Payment Agreement)**

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A WATER CCN TRANSFER PAYMENT AGREEMENT BETWEEN THE CITY OF PARKER AND INTEGRITY COMPANIES, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Integrity Companies, LLC. (“Integrity”), owns property that is in the service area of the Parker Certificate of Convenience and Necessity (“CCN”) for water; and

WHEREAS, the same property owned by Integrity is within the city limits of the City of Wylie; and

WHEREAS, the property owned by Integrity does not currently have water facilities or service provided by the City of Parker; and

WHEREAS, Integrity has requested that it’s property be transferred from the Parker Certificate of Convenience and Necessity to the City of Wylie; and

WHEREAS, Integrity understands the costs to the City of Parker for transferring a portion of its CCN.

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

**Section 1.** The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

**Section 2.** The Water CCN Transfer Payment Agreement between the City of Parker and Integrity attached hereto as Exhibit A is hereby approved.

**Section 3.** The Mayor, or her designee, is hereby authorized to execute the approved Water CCN Transfer Payment Agreement.

**Section 4.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

**Section 5.** This Ordinance shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS THE 19<sup>TH</sup> DAY OF NOVEMBER, 2024.**

APPROVED:

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

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
Interim City Attorney Catherine Clifton

**AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF PARKER FOR THE TRANSFER OF APPROXIMATELY 48 ACRES OF WATER CCN TERRITORY**

This Agreement (the “Agreement”) is executed between the City of Wylie, Texas (“Wylie”) and the City of Parker, Texas (“Parker”), effective as of the Effective Date as described below (Wylie and Parker are also sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, Wylie and Parker are each political subdivisions of the State of Texas organized and operating under various provisions of the Texas Local Government Code and other statutory provisions, and for water service are each defined as a “retail public utility” as provided by Texas Water Code § 13.002(19); and

WHEREAS, Wylie holds water Certificate of Convenience and Necessity (“CCN”) No. 10186 issued by the Public Utility Commission of Texas (“PUC”) or a prior agency with CCN regulatory authority, which authorizes exclusive retail water utility service by Wylie in Collin County; and

WHEREAS, Parker holds water CCN No. 10207 issued by the PUC or a prior agency with CCN regulatory authority, which authorizes exclusive retail water utility service by Parker in Collin County; and

WHEREAS, Wylie and Parker entered into an agreement on or about March 30, 2010 whereby Wylie has agreed to provide wholesale potable water to Parker for retail sale by Parker to Parker’s water utility customers within a 236-acre tract of property which is located within Parker’s water CCN No.10127, but within the territorial jurisdiction of Wylie, described and depicted in Exhibit “A” (“236-Acre Wholesale Territory”); and

WHEREAS, Integrity Group, Inc. (“Developer”) seeks to develop a residential subdivision project on approximately 48 acres owned by Developers within the 236-Acre Wholesale Tract (“Development Property”) described and depicted in Exhibit “B1” and Exhibit “B2”; and

WHEREAS, Developer and Wylie agree that Wylie will provide water service to the Development Property as described therein; and

WHEREAS, Wylie and Parker agree pursuant to Texas Water Code § 13.248 that Wylie will extend retail public water utility service to the Development Property currently within Parker’s water CCN No. 10207; and

WHEREAS, conditioned upon PUC approval of this transaction, Wylie agrees to accept the Parker CCN water service area that includes the Development Property currently within Parker’s water CCN No. 10207 and accept the obligation to serve it as consideration for the proposed CCN area transfer of the Development Property from Parker to Wylie.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Wylie and Parker hereby agree as follows:

1. **Term.** This Agreement shall continue in effect for five (5) years from the Effective Date. Notwithstanding the foregoing, this Agreement will terminate earlier on the date approval by the PUC of this Agreement is final and non-appealable.

2. **Property Subject to the Agreement.** The property that is the subject of this Agreement for the water CCN service area proposed for transfer to Wylie is the Development Property consisting of the 48 acres depicted in Exhibit “B1” and Exhibit “B2”.

3. **Transfer of Parker CCN Service Areas.** Parker consents and agrees to the transfer to Wylie the water CCN service area depicted in Exhibit “B1” and Exhibit “B2”, provided the following conditions and obligations are satisfied:

3.1 Within 30 days of execution of this Agreement, Wylie and Parker shall jointly prepare, file and diligently prosecute, at their own expense, an application pursuant to Texas Water Code §13.248 with the PUC (“13.248 Application”) to have the Development Property depicted Exhibit “B1” and Exhibit “B2” transferred from Parker’s water CCN No. 10207 to the Wylie’s water CCN No. 10186. Parker consents to Wylie water service within the Development Property, including during the pendency of PUC consideration of the 13.248 Application, and will not object or otherwise attempt to defeat the 13.248 Application to include the Development Property within Wylie’s water CCN.

3.2 Wylie shall serve the Development Properties pursuant to separately agreed upon terms with Developer.

3.3 If the PUC denies the 13.248 Application for any reason, this Agreement shall be terminated when the PUC order denying the 13.248 Application is final and appealable.

4. **Retail Service.** Parker hereby consents to Wylie serving the Development Property as contemplated by this Agreement during the pendency of the 13.248 Application at the PUC. The Parties agree that on the Effective Date, the agreement entered into by Wylie and Parker on or about March 30, 2010 whereby Wylie has agreed to provide wholesale potable water to Parker for retail sale by Parker no longer applies to the Development Property. The Parties further agree that upon PUC approval of the 13.248 Application, Parker shall have no further obligation to provide service to the Development Property. Wylie and Parker entered into an agreement on or about March 30, 2010 whereby Wylie has agreed to provide wholesale potable water to Parker for retail sale by Parker

5. **No Facilities or Customers.** There are no facilities and no customers to transfer from Parker to Wylie, and thus, no compensation is required.

6. **Default.** In the event Wylie or Parker fail to comply with the terms of this Agreement, each Party has the right to enforce the terms of this Agreement by any remedy permitted by law.

7. **Miscellaneous.**
- a. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
  - b. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.
  - c. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
  - d. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
  - e. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities

required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

f. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

g. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and shall be deemed to have been properly given when delivered to the respective Party at the addresses below:

To Wylie:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

To Parker:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Each Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Agreement.

h. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

i. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

j. This Agreement shall be deemed drafted equally by each Party hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures on the following pages which is effective on the date of the latest signature (the “Effective Date”).

**[SIGNATURE PAGES TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Effective Date of the \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF PARKER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

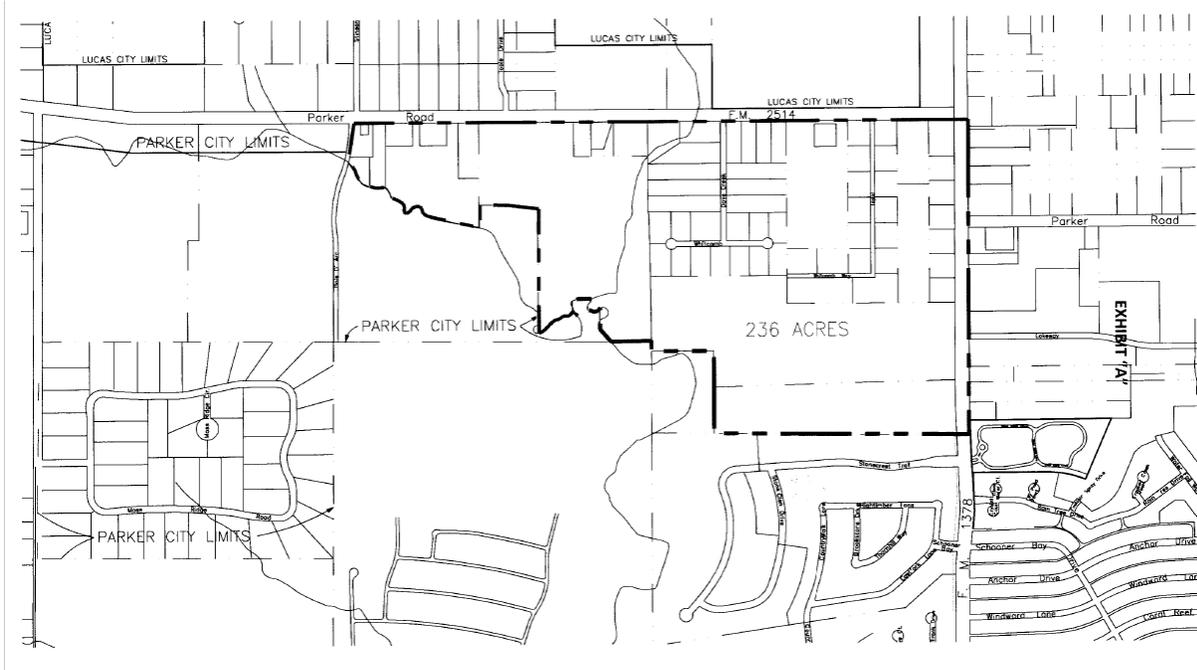
**CITY OF WYLIE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

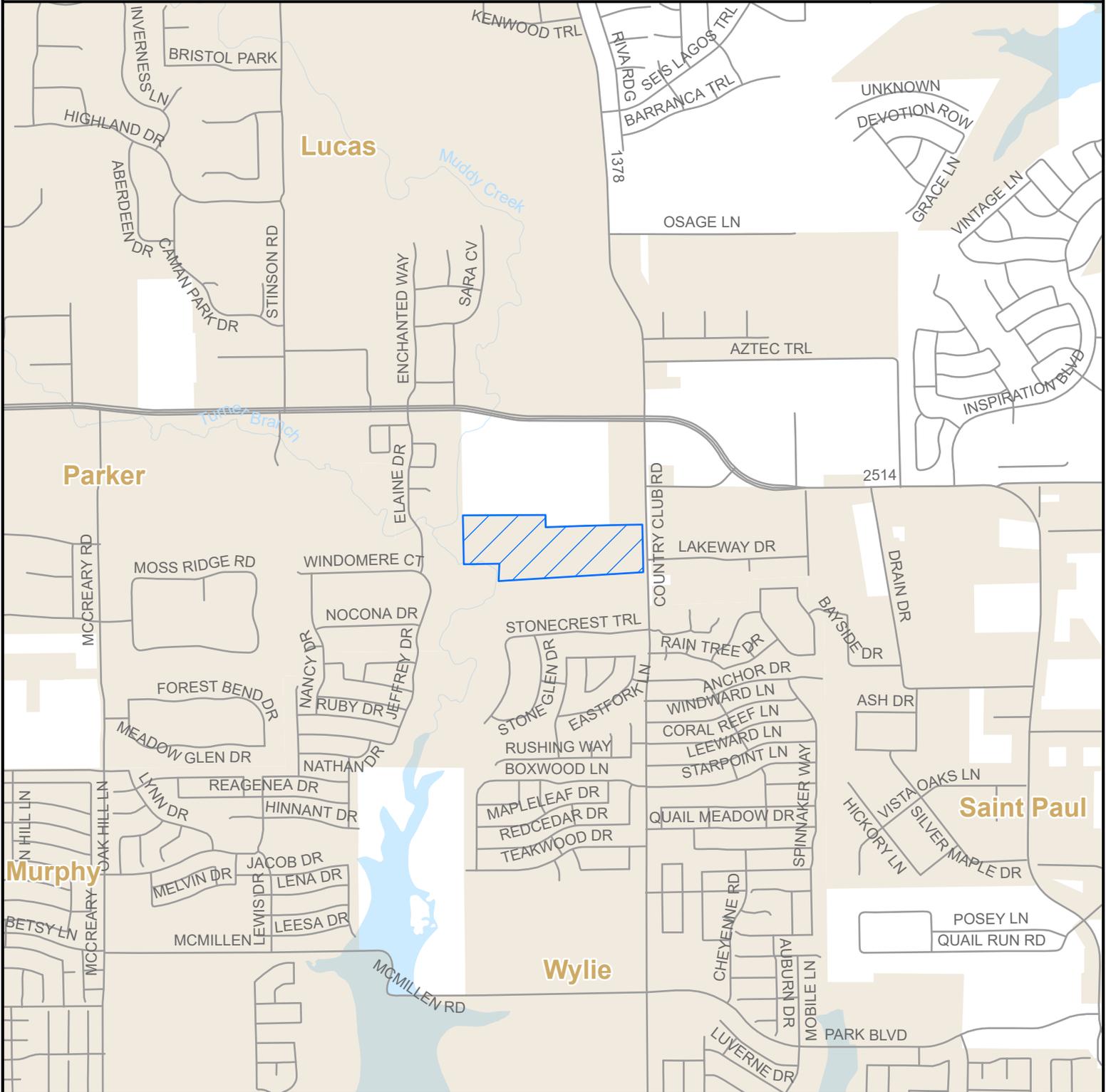
# Exhibit "A" - "236-Acre Wholesale Territory"



# Exhibit “B1” - CCN Transfer General Location Map

# Transfer a Petition of City of Parker (CCN No. 10207) to City of Wylie (CNN No. 10186) in Collin County

Meeting Date: 11/19/2024 Item 9.



General Location Map (Water)

**Legend**

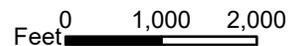
 Requested Water Area to Transfer from CCN No. 10207 to CCN No. 10186

Date Created: 8/23/2024



**GM civil**  
Engineering & Surveying

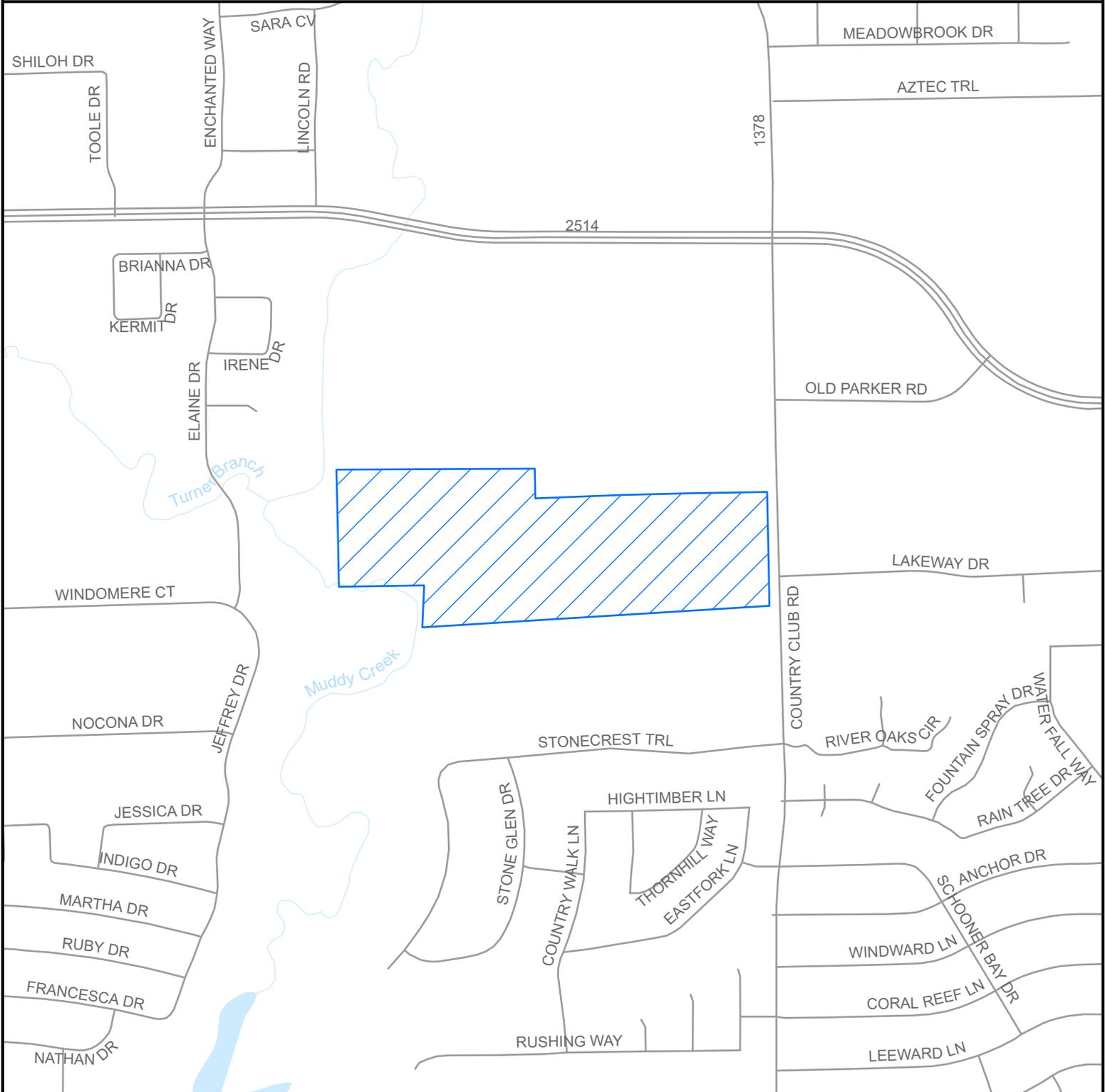
2559 SW Grapevine Pkwy.  
Grapevine, Texas 76051 - 817.329.4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700



# Exhibit “B2” - CCN Transfer Detailed Map

# Transfer a Petition of City of Parker (CCN No. 10207) to City of Wylie (CNN No. 10186) in Collin County

Meeting Date: 11/19/2024 Item 9.



## Legend

 Requested Water Area to Transfer from CCN No. 10207 to CCN No. 10186

Date Created: 8/23/2024

## Detailed Map (Water)



**GMcivil**  
Engineering & Surveying

2559 SW Grapevine Pkwy.  
Grapevine, Texas 76051 - 817.329.4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700



0 500 1,000  
Feet

# Tex. Water Code 13.248 PUC Pleading

PUC DOCKET NO. \_\_\_\_\_

<b>PETITION BY THE CITY OF WYLIE §  AND THE CITY OF PARKER FOR TEXAS §  WATER CODE §13.248 APPROVAL TO §  DESIGNATE WATER CERTIFICATE OF §  CONVENIENCE AND NECESSITY §  SERVICE AREAS BY CONTRACT IN §  COLLIN COUNTY, TEXAS §</b>	<b>BEFORE THE   PUBLIC UTILITY COMMISSION   OF TEXAS</b>
---	--

**THE CITY OF WYLIE’S AND THE CITY OF PARKER’S PETITION  
UNDER TEXAS WATER CODE § 13.248**

COME NOW, the City of Wylie, Texas (“Wylie”) and the City of Parker, Texas (“Parker”) (collectively “Petitioners”) and hereby file this Petition for approval under Texas Water Code (“TWC”) §13.248 and 16 Texas Administrative Code (“TAC”) §24.253 to designate certificate of convenience and necessity (“CCN”) service areas by contract and enforcement of same (“Petition”). The relief requested affects portions of Parker’s water CCN No. 10207 and portions of Wylie’s water CCN No. 10186 located in Collin County, Texas related to development of properties owned by Integrity Group, Inc. (“Developer”). In support thereof, Petitioners show the following.

**I. PURPOSE OF THE PETITION**

Petitioners file this Petition to request the Public Utility Commission of Texas (“Commission”) act to approve and enforce a contract in which Petitioners have agreed to transfer portions of Parker’s water CCN No. 10207 service area to existing Wylie water CCN No. 10186 service area. The Petitioners’ agreement designates the exchanged area to be served by Wylie. The specific transfer area and terms of the agreement are more specifically set forth in the Agreement Between Wylie and Parker included as **Exhibit 1** (the “Contract”).<sup>1</sup> Wylie has

<sup>1</sup> All Exhibits are hereafter attached and incorporated by reference.

received requests that it provide retail water utility service to planned development from the Developer in the transfer area subject to agreements under which Wylie has agreed to provide service.

**II. REQUEST FOR TRANSFER/DECERTIFICATION**

Pursuant to 16 TAC § 24.253, implementing TWC §13.248, Petitioners hereby provide the following information in furtherance of Commission approval for the CCN service area designations contemplated by this Petition:

1. A general location map and a detailed location map of the subject service area designations prepared in accordance with 16 TAC § 24.257(a) are included in **Exhibit 1** as **Exhibit “B1”** (General Location Map for the Water CCN service Area), and **Exhibit “B2”** (Detailed Map for the Water CCN service Area). Digital mapping is included as an attachment to this Petition for the general location and detailed location mapping.<sup>2</sup>
2. A copy of the executed Contract, the entirety of which is included as **Exhibit 1**.<sup>3</sup>
3. The number of customers to be transferred zero (0) water customers,<sup>4</sup> and no facilities are to be transferred.

The Contract was discussed at Wylie's \_\_\_\_\_, 2024 Council meeting. Pursuant to 16 TAC § 24.253(c)(2) and (3) attached as **Exhibit 2** is the affidavit of \_\_\_\_\_ as Mayor of Wylie and the Wylie Notice for the \_\_\_\_\_, 2024 meeting and approved meeting minutes.<sup>5</sup>

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<sup>2</sup> 16 TAC § 24.253(b)(1).  
<sup>3</sup> 16 TAC § 24.253(b)(2).  
<sup>4</sup> 16 TAC § 24.253(b)(3) and 16 TAC § 24.253(c)(1).  
<sup>5</sup> 16 TAC § 24.253(b)(4) and 16 TAC § 24.253(c)(2) and (3).

The Contract was discussed at Parker’s \_\_\_\_\_, 2024 Council meeting. Pursuant to 16 TAC § 24.253(c)(2) and (3) attached as **Exhibit 3** is the affidavit of \_\_\_\_\_ as Mayor of Parker and the Parker Notice for the \_\_\_\_\_, 2024 meeting and approved meeting minutes.<sup>6</sup>

The Commission has no standardized application form for the relief sought in this Petition and, thus, Petitioners are relying on 16 TAC § 24.253 for the contents of this Petition. However, that rule states that “any other information required by the commission” should be submitted.<sup>7</sup> Petitioners respectfully request that the Commission inform Petitioners if any other information is required. The undersigned will be the point of contact for this Petition.

**III. REQUEST FOR INFORMAL DISPOSITION**

Pursuant to 16 TAC § 22.35, Petitioners request informal disposition processing for this Application without a hearing as all requirements for same are met.<sup>8</sup> Since there are no customers, notice is not required pursuant to 16 TAC § 24.253(c)(1). Further, if the Application is approved, the decision will not be adverse to any party other than Commission Staff.<sup>9</sup> Thus, a hearing should not be required and informal disposition is appropriate.<sup>10</sup>

**IV. CONCLUSION**

Wylie and Parker respectfully request the Commission process this Petition under TWC § 13.248 and 16 TAC § 24.253 with respect to the agreed upon CCN transfers described herein and approve the CCN designations contemplated by the Contract. If for any reason the Commission finds the information submitted with this Petition is insufficient for acceptance, Petitioners

<sup>6</sup> 16 TAC § 24.253(b)(4) and 16 TAC § 24.253(c)(2) and (3).  
<sup>7</sup> 16 TAC § 24.253(b)(5).  
<sup>8</sup> 16 TAC § 22.35(a) and 24.253.  
<sup>9</sup> 16 TAC § 22.35(a)(2).  
<sup>10</sup> 16 TAC § 22.35(a)(3).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTORNEY FOR THE CITY OF WYLIE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTORNEY FOR THE CITY OF PARKER**

**CERTIFICATE OF SERVICE**

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail \_\_\_\_\_, 2024.

Derek Seal  
McGinnis Lochridge, LLP  
1111 West 6<sup>th</sup> Street, Ste. 400  
Austin, Texas 78703  
[dseal@mcginnislaw.com](mailto:dseal@mcginnislaw.com)  
**ATTORNEY FOR DEVELOPER**

By: \_\_\_\_\_



## 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 Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	November 15, 2024
Exhibits:	<ul style="list-style-type: none"> <li>• <a href="#"><u>Proposed Ordinance with Exhibit A (the agreement) (to be provided Monday per Interim City Attorney Clifton)</u></a></li> </ul>	

### AGENDA SUBJECT

CONSIDERATION AND/OR APPROPRIATE ACTION ON THE “FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT - CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT,” PROVIDING FOR A SECOND POINT OF DELIVERY FOR THE CITY OF PARKER, SETTING MINIMUM WATER DELIVERY AMOUNTS, AND PROVIDING CONSERVATION REQUIREMENTS. [ORDINANCE NO. 883]

### SUMMARY

Exhibit A is a proposed agreement with NTMWD providing for a second water take point, conservation requirements, and minimum water delivery amounts for the second take point..

### POSSIBLE ACTION

City Council may approve, deny, or direct staff to take appropriate action.

#### Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/19/2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024

**ORDINANCE NO. 883**  
**(Water Supply Amendatory Contract)**

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT – CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT BETWEEN THE CITY OF PARKER AND NTMWD PROVIDING FOR POINT OF DELIVERY NO. 2 FOR THE CITY OF PARKER, SETTING MINIMUM WATER DELIVERY AMOUNTS, AND PROVIDING CONSERVATION REQUIREMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Parker (“Parker”) and North Texas Municipal Water District (“NTMWD”) entered into a Potable Water Supply Amendatory Contract dated March 28, 2002, (the “Contract”); and

WHEREAS, Parker has constructed facilities to provide additional water supply for its citizens and seeks to connect those facilities to the NTMWD water supply; and

WHEREAS, Parker and NTMWD are authorized to enter into this First Amendment pursuant to Chapter 62, Acts of the 52<sup>nd</sup> Legislature, 1951 (Article 8280-141, Vernon’s Texas Civil Statutes), Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”) and other applicable laws.

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

**Section 1.** The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

**Section 2.** The First Amendment to North Texas Municipal Water District – City of Parker Potable Water Supply Amendatory Contract (the “Contract”) attached hereto as Exhibit A is hereby approved.

**Section 3.** The Mayor, or her designee, is hereby authorized to execute the approved Contract.

**Section 4.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

**Section 5.** This Ordinance shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS THE 19<sup>TH</sup> DAY OF NOVEMBER, 2024.**

APPROVED:

---

Mayor Lee Pettle

ATTEST:

---

City Secretary Patti Scott Grey

APPROVED TO FORM:

---

Interim City Attorney Catherine Clifton

**FIRST AMENDMENT TO  
NORTH TEXAS MUNICIPAL WATER DISTRICT  
  
CITY OF PARKER  
POTABLE WATER SUPPLY AMENDATORY CONTRACT**

THE STATE OF TEXAS                   §  
  §  
THE COUNTY OF COLLIN               §

THIS FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT - CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT (the “First Amendment”) made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the North Texas Municipal Water District, hereinafter called “NTMWD,” a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, and the City of Parker, hereinafter called “Parker” or “Customer.” NTMWD and Customer are each referred to herein as “party” and jointly referred to as “parties” in this Contract.

W I T N E S S E T H :

WHEREAS, NTMWD and Customer are authorized to enter into this First Amendment pursuant to Chapter 62, Acts of the 52<sup>nd</sup> Legislature, 1951 (Article 8280-141, Vernon’s Texas Civil Statutes), Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”) and other applicable laws;

WHEREAS, Customer and NTMWD previously entered into that certain Potable Water Supply Amendatory Contract dated March 28, 2002, (the “Contract”);

WHEREAS, Customer has requested a new point of delivery and an amendment to the Contract with NTMWD pursuant to Section 10 of the Contract;

WHEREAS, Customer’s request impacts the availability of capacity in NTMWD’s water transmission line beyond Customer’s original point of delivery;

WHEREAS current NTMWD policy addresses that impact by requiring Customer to pay the replacement cost of the reduced capacity of the NTMWD water transmission line between the original and new points of delivery through application of a higher calculated annual minimum over six years (“Policy 8”);

WHEREAS, NTMWD intends to commence a detailed review of Policy 8 to determine whether changes are appropriate so that implementation of Policy 8 to Customer’s new delivery point will be postponed until such review is complete;

WHEREAS, water conservation measures have been updated since the time of the original Contract;

WHEREAS, Customer and NTMWD intend for this First Amendment and the Contract to be collectively be referred to as the Contract, as modified herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD Customer agree as hereinafter set forth, to wit:

**Section 1. RECITALS, DEFINITIONS.** The recitals contained in the preamble hereof and the exhibit(s) hereto are hereby found to be true, and such recitals and exhibit(s) are hereby made a part of this Contract for all purposes. Defined terms herein are those as defined in the recitals above and in the Contract.

**Section 2. PURPOSE.** All portions of the Contract not herein amended shall remain in full force and effect.

**Section 3. SECTION 5 OF THE CONTRACT (POINT OF DELIVERY NO. 2).** Section 5 of the Contract is hereby amended to revise the description of the Points of Delivery as follows:

“Section 5. POINT(S) OF DELIVERY. A description and the location of the Point(s) of Delivery for the Customer are as follows:

“Point of Delivery No. 1: is generally located on NTMWD Wylie-McKinney twenty-inch (20”) pipeline near the intersection of FM 2514 and FM 1378 and consists of an 8” meter and a 10” tap. The location of Point of Delivery No. 1 is shown on the attached Exhibit A1.

“Point of Delivery No. 2: is generally located on NTMWD eighty-four-inch (84”) Allen/Plano/Frisco/McKinney Pipeline near FM 2551 and Parker Road and shall consist of a 16” meter and a 16” tap. The location of Point of Delivery No. 2 is shown on the attached Exhibit A2.

g  
“Exhibits A1 and A2 attached hereto identify the locations of the Point(s) of Delivery. Customer shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all treated water delivered to it under this Contract. All facilities and equipment must be inspected and approved by NTMWD and any construction from the NTMWD pipelines through the air gap connection must meet standard specifications of NTMWD. In order to change the size of meters, or size of the tap, the Contract shall be amended as set forth in Section 10, Modification. Parker and NTMWD agree that the facilities currently constructed to connect to the two delivery points on the date of the approval of the First Amendment meet all NTMWD standards and specifications.”

**Section 3. SECTION 8 OF THE CONTRACT (ANNUAL MINIMUM FOR POINT OF DELIVERY NO. 2).** Section 8 of the Contract is hereby amended to add the following new subparagraph (d):

“(d) Subject to the provisions of Section 19 as set forth below, Customer agrees that Customer will take or pay for 228,224,000 gallons of water (a daily average of 625,271 gallons per day) for Point of Delivery No. 2 over the Annual Payment Period, regardless of whether said quantity is actually taken by Customer in accordance with the same provisions of the Contract as have been applicable to Point of Delivery No. 1. Such annual minimum amount may be prorated to reflect commencement of service during an initial Annual Payment Period of less than 12 months.

**Section 4. SECTION 18 OF THE CONTRACT (WATER CONSERVATION).** Section 18 of the Contract is hereby replaced to read as follows:

“Section 18. WATER CONSERVATION. Customer agrees to adopt, implement, and enforce any and all ordinances and policies related to water conservation and drought management as required by the Texas Water Code, rules of the TCEQ and/or as may be adopted by the Board of Directors of NTMWD. NTMWD’s obligations pursuant to this Contract shall be subject to Customer preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by NTMWD and required or approved by the TCEQ, the Board, or any other federal, state, or local

regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Contract, Customer shall submit its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval, and Customer agrees to amend its water conservation plan or water conservation measures, and drought contingency plan as requested by NTMWD to comply with requirements of NTMWD's water conservation plan and drought contingency plan, program and/or rules. Customer shall also submit any changes or amendments to its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval.

NTMWD has adopted a water conservation plan and a drought contingency plan and may amend both from time to time. If Customer fails to implement NTMWD's and its own drought contingency plan when trigger conditions occur, NTMWD may implement rationing and collect the rate for water withdrawn, as well as enforce any contractual, statutory, or common law remedies available. The amount of water that is provided pursuant to this Contract when Customer is not in compliance with NTMWD's water conservation plan and drought contingency plan will be reduced to the amount estimated as necessary to satisfy Customer's demand if Customer was operating in compliance with both NTMWD's and Customer's drought contingency plans.

If NTMWD authorizes Customer to resell water from the System pursuant to the conditions included herein, Customer shall require through a contract condition that any successive user(s) of water from the System must implement water conservation measures that comply with NTMWD's and Customer's water conservation plans, measures, programs, and/or rules."

**Section 5. SECTION 19 OF THE CONTRACT (SPECIAL CONDITIONS-POLICY 8).** Section 19 of the Contract is amended to add a new subparagraph (d) items (i)-(vi) as follows:

"(d) Notwithstanding the provisions of Section 8 above, Customer shall have no Annual Minimum requirement and will only pay for water used at Point of Delivery No. 2 for the period of time commencing on the Effective Date to the three-year anniversary of the Effective Date. NTMWD shall invoice Customer monthly for water used at Point of Delivery No. 2 during such three-year period.

(e) This subparagraph Section 19 (e) (i)-(vi) shall be effective for the Annual Payment Period commencing after the three-year anniversary of the Effective Date of the First Amendment. Customer acknowledges and agrees that its request for Point of Delivery No. 2 impacts the availability of capacity in NTMWD's water transmission main for which Customer should provide compensation to the System. To this end, NTMWD shall apply a six-year phase-in of an annual minimum for Point of Delivery No. 2 as stated in Section 8 above in accordance with NTMWD's standard policy for "Additional Delivery Points and Transmission Line Extensions," (Policy 8) in return for NTMWD's commitment to provide this additional water service as follows:

- (i) The capital component of the Member City rate shall be calculated for the then current fiscal year which is to be divided into the cost of replacement capacity in the pipeline associated with Point of Delivery No. 2 (\$6,070,000), to determine the annual sixth year minimum necessary to provide for the annual debt service cost for the project.
- (ii) For that fractional part of the fiscal year in which the first tender of water at Point of Delivery No.2 shall be made available to Customer, the amount of the minimum shall be determined as the fractional part of the fiscal year remaining is to the first year's annual minimum.
- (iii) Notwithstanding provisions in Section 8 to the contrary, the annual minimum amount for Point of Delivery No. 2 will be phased-in over the first six (6) years NTMWD delivers water to Point of Delivery No. 2. The schedule identified in Figure 1, below, shall be the actual six-year minimums applicable to each year:

**Figure 1: Schedule of Six-Year Minimums**

YEAR	GALLONS
First	57,061,000
Second	91,297,600
Third	125,534,200
Fourth	159,770,800
Fifth	194,007,400
Sixth	228,224,000

- (iv) After the sixth year minimum has been reached, the minimum shall be increased in accordance with the then policy of the Board for all minimums..
- (v) Should NTMWD amend Policy 8 during the three-year period from the Effective Date of the First Amendment prior to its application to Customer in a manner that results in lower charges to Customer, NTMWD shall apply the amended Policy 8 to Customer’s Point of Delivery No. 2 in lieu of the provisions of this subparagraph (e).
- (vi) Customer agrees to pay the full Customer City rate applicable each year for all water purchased through Point of Delivery No. 2 until the sixth year annual minimum is achieved without the benefit of excess water sales, through the new delivery point, until the consumption at the new delivery point is in excess of the sixth year minimum. The minimum for each year during the six-year period shall be in accordance with the schedule provided above, except that in any year that the Customer exceeds the next projected year’s minimum, the higher of the two shall be the new minimum. Customer agrees that the purpose of the annual minimum for Point of Delivery No. 2 is to provide consideration for the reduced capacity in NTMWD’s existing pipeline caused by Customer’s new delivery point and provide the additional water service requested by Customer.

**Section 4. SEVERABILITY.** The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this First Amendment or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

*(Signatures on following pages.)*

**CITY OF PARKER**

By: \_\_\_\_\_  
Lee Pettle, Mayor

\_\_\_\_\_ Date

ATTEST:

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

STATE OF TEXAS           §

§

COUNTY OF COLLIN       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Lee Pettle, Mayor, City of Parker, Texas.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name of Notary:

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
George Crump, President

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Donald Imrie, Secretary

STATE OF TEXAS           §

§

COUNTY OF COLLIN       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by George Crump, President of the Board of Directors of North Texas Municipal Water District, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said conservation and reclamation district.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name of Notary:

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A1

Location of Points of Delivery No. 1



**Parker No. 1 Delivery Point**



# EXHIBIT A2

## Location of Points of Delivery No. 2



Parker No. 2  
Delivery Point

Parker No. 2  
Meter Vault

Plano McKinney Ph I Project B  
84" Pipeline



**Parker No. 2 Delivery Point**



**RESOLUTION NO. 2007-185** <sup>(A)</sup>  
*(NTMWD - Wastewater Treatment - Second Amendment)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF REGIONAL WASTEWATER  
CUSTOMER SERVICE AGREEMENT AMENDMENT TO AGREEMENT  
FOR CUSTOMER SERVICE WITH THE CITY OF PARKER**

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for wastewater customer service with North Texas Municipal Water District, (“NTMWD”);

WHEREAS, the North Texas Municipal Water District owns and operates a Regional Wastewater Treatment System and an Upper East Fork Regional Interceptor System that can provide customer (nonmember) service in accordance with the two systems' regional contracts and NTMWD District Policy No. 22;

WHEREAS, the City of Parker has requested that the NTMWD allow the City to provide sewer treatment and collector service to an additional 485 acres adjacent to Parker Lake Estates Phases I, II, and III by utilizing the customer service provision of the two NTMWD Regional Systems;

WHEREAS, NTMWD and the City of Parker entered into an Agreement for Customer Service dated January 25, 2001, and amended NOVEMBER 15, 2001, to allow the City to provide sewer treatment and collector service to a subdivision called Parker Lake Estates;

WHEREAS, the amendment entitled Regional Wastewater Customer Service Agreement Amendment to Agreement for Customer Service with the City of Parker, (“Amendment”), to that Agreement provides for modifications that will allow service to be provided to additional areas of the City in accordance to the terms of the Amendment,

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

SECTION 1. The Parker City Council finds the statements in the Preamble above to be true.

SECTION 2. The Parker City Council does approve and authorize the Mayor to execute the Amendment with NTMWD entitled Regional Wastewater Customer Service Agreement Amendment to Agreement for Customer Service with the City of Parker in substantially the form attached hereto as Exhibit A..

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

APPROVED AND ADOPTED this 25<sup>th</sup> day of September, 2007.

APPROVED:  
CITY OF PARKER



*[Handwritten signature in blue ink]*  
\_\_\_\_\_  
Jerry Tartaglino, Mayor

ATTEST:

*[Handwritten signature in black ink]*  
\_\_\_\_\_  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

*[Handwritten signature in blue ink]*  
\_\_\_\_\_  
James E. Shepherd, City Attorney

# **NORTH TEXAS MUNICIPAL WATER DISTRICT**

## **REGIONAL WASTEWATER CUSTOMER SERVICE AGREEMENT AMENDMENT TO AGREEMENT FOR CUSTOMER SERVICE WITH THE CITY OF PARKER**

WHEREAS, the North Texas Municipal Water District owns and operates a Regional Wastewater Treatment System and an Upper East Fork Regional Interceptor System that can provide customer (nonmember) service in accordance with the two systems' regional contracts and NTMWD District Policy No. 22;

WHEREAS, the City of Parker has requested that the NTMWD allow the City to provide sewer treatment and collector service to an additional 485 acres adjacent to Parker Lake Estates Phases I, II, and III by utilizing the customer service provision of the two NTMWD Regional Systems;

WHEREAS, NTMWD and the City of Parker entered into an Agreement for Customer Service dated January 25, 2001, and amended NOVEMBER 15, 2001, to allow the City to provide sewer treatment and collector service to a subdivision called Parker Lake Estates;

WHEREAS, this amendment to that Agreement shall provide for modifications that will allow service to be provided to additional areas of the City in accordance to the terms of this amendment.

THIS AMENDMENT TO THE CUSTOMER SERVICE AGREEMENT ENTERED INTO BY THE NORTH TEXAS MUNICIPAL WATER DISTRICT AND THE CITY OF PARKER shall provide the basis for modifications to the prior agreement with the additional terms presented below; however, all other terms of the prior agreement shall remain in full force and effect.

### **I. PURPOSE**

The North Texas Municipal Water District shall allow the City of Parker to serve an additional geographic area of 485 acres, with the City having the total responsibility to construct a system meeting all state and federal regulations and to transport the sewage to the existing point of entry at the northwest corner of Bethany Drive and F.M. 2551 in the City of Allen.

### **II. RESPONSIBILITIES**

#### **A. City of Parker**

1. The City of Parker will provide metering facilities capable of metering the total flow. This metering equipment and

installation shall be approved by NTMWD and shall become NTMWD property after installation.

- 2. The City of Parker will not make any future request for additional wastewater service.

III. LIMITATIONS

A. The following limitations shall apply to the combined flow from the existing areas and future areas through the existing meter station (point of entry):

- 1. The land area being served shall be only that 785 acres located south of Lucas Road, north of Curtis Drive, west of the City of Lucas, and east of Dillehay Drive as described in the June 2007 report by Chiang, Patel & Yerby, Inc. titled, "Engineering Report in Support of City of Parker Request for Wastewater Service";
- 2. The average daily flow from this area shall not exceed 287,250 gallons per day with a maximum daily flow not to exceed 861,750 gallons per day.

THIS AMENDMENT APPROVED BY THE NTMWD BOARD OF DIRECTORS at their regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, with authorization for execution by the President and Secretary of the NTMWD Board.

NORTH TEXAS MUNICIPAL WATER DISTRICT

\_\_\_\_\_  
James Kerr, Secretary

\_\_\_\_\_  
Bill Harrison, President

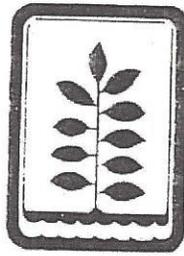
THIS AGREEMENT REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PARKER in a regular meeting on the 25<sup>th</sup> day of September 2007, with authorization for the Mayor and City Secretary to execute the agreement on behalf of the City of Parker.

CITY OF PARKER

Carrie S. Smith  
Carrie Smith, City Secretary

Jerry Tartaglino  
Jerry Tartaglino, Mayor

EXHIBIT A



**NORTH TEXAS MUNICIPAL  
WATER DISTRICT**

*Regional Service Through Unity*

April 2, 2002

Mr. Jeff Flanigan  
City of Parker  
5700 E. Parker Road  
Parker, Texas 75002

RE: CITY OF PARKER, POTABLE WATER  
SUPPLY AMENDATORY CONTRACT

Dear Mr. Flanigan:

Enclosed for your files are two (2) fully executed originals of the *City of Parker Potable Water Supply Amendatory Contract* between the City of Parker and the North Texas Municipal Water District.

If you have any questions or need additional information, please contact me at (972) 442-5405.

Sincerely,

JUDD R. SANDERSON  
Deputy Director of Finance

JAMES M. PARKS  
Executive Director

JMP:JRS:vh

xc: Mr. Joe Stankiewicz  
Mr. Randel Dobbs  
Mr. Steve Long

# NORTH TEXAS MUNICIPAL WATER DISTRICT

## CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT

THE STATE OF TEXAS:

THE COUNTY OF COLLIN:

THIS CONTRACT (the "Contract") made and entered into as of this the 28<sup>th</sup> day of March, 2002, by and between the North Texas Municipal Water District ("NTMWD"), a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, and the City of Parker ("Parker"):

### W I T N E S S E T H:

WHEREAS, NTMWD and Parker are authorized to enter into this Contract pursuant to the NTMWD's Act, Chapter 791, Texas Local Government Code, (the "Interlocal Cooperation Act"), and other applicable laws; and

WHEREAS, Parker is desirous of obtaining an adequate and dependable water supply; and

WHEREAS, Parker has requested an increase in potable water delivery from the NTMWD Wylie-McKinney twenty-inch (20") pipeline near FM 2514 and FM 1378; and

WHEREAS, NTMWD and Pecan Orchard Water Supply Corporation entered into a treated water supply contract dated September 22, 1973, and amended on January 25, 1974, July 31, 1974, November 18, 1974, and April 24, 1984; and

WHEREAS, on July 1, 1988, Pecan Orchard Water Supply Corporation assigned to Parker all of its rights, title and interest in the treated water supply contract with NTMWD dated September 22, 1973, and all amendments thereto; and

WHEREAS, it is deemed necessary and advisable by the parties hereto that the existing treated water supply contract dated September 22, 1973, and all amendments thereto, be amended and completely replaced with this contract so that the entire relationship between NTMWD and Parker with respect to treated water will be set forth in this contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD agrees to furnish and Parker agrees to pay for water upon the terms and conditions and for the consideration hereinafter set forth, to wit:

NTMWD/CITY OF PARKER  
POTABLE WATER SUPPLY AMENDATORY CONTRACT  
PAGE 2

Section 1. DEFINITION OF TERMS. The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

- (a) "Annual Payment" means the amount of money to be paid to NTMWD by Parker during each Annual Payment period.
- (b) "Annual Payment Period" means NTMWD's fiscal year, which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve (12) consecutive month period fixed by NTMWD.
- (c) "Parker" means the Contracting Party; also referred to as City of Parker.
- (d) "NTMWD" means the North Texas Municipal Water District as defined in the preamble to this Contract.
- (e) "MGD" is an abbreviation for "million gallons of water per day" and means a quantity of water during a period of time expressed for convenience in terms of an average annual daily quantity during an Annual Payment Period.
- (f) "System" means collectively the Existing System and the future water of NTMWD for projects, water storage, treatment, transportation, distribution, and supply, including all dams, reservoirs, and other properties or interests therein wherever located. Said terms do not include any of NTMWD's facilities which provide wastewater treatment or disposal services, or solid waste disposal services, of any kind. Said terms do not include any facilities acquired or constructed by NTMWD with the proceeds from the issuance of "Special Facilities Bonds," which are payable from any source, Contract, or revenues, whatsoever, other than revenues from the System.
- (g) "Water Year" means the period of August 1 of each calendar year through July 31 of the next following calendar years or such twelve (12) month period designated by NTMWD to all Members and Customers.

Section 2. QUANTITY. NTMWD agrees to sell and to deliver treated water under this Contract to Parker at its Point of Delivery as described in Section 5 hereof, and Parker agrees to take at its Point of Delivery all water required for use by Parker, except for approved emergency connections, during the term of this Contract, including all treated water for Parker's own use and for distribution to all customers served by Parker's water distribution system, or within the existing Texas Natural Resource Conservation Commissions' designated service area. It is specifically provided, however, that after the

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Contract Date, Parker shall not enter into, renew, or amend with regard to volume of water to be supplied, any agreement to supply any such treated water for use outside its boundaries or the area of its statutory extraterritorial jurisdiction, unless each such agreement is approved by the Board of Directors of NTMWD (which approval shall not be withheld unless the projected additional volume affects NTMWD's ability to provide service to others or conflicts with law or NTMWD Policy). Parker shall not become a party to any contract for the sale of treated water which would violate or be inconsistent with the provisions of this Contract, and all such contracts shall recognize the priority of treated water use as provided in this Contract. However, notwithstanding the foregoing provisions of this subsection, if, after the Contract Date, Parker should legally and finally annex any territory which has a source of treated water supply other than from Parker, then NTMWD and Parker are authorized to, and may, negotiate and enter into agreements which would allow the continued use of such other source within such annexed territory upon such terms and conditions as are mutually agreeable to NTMWD and Parker. NTMWD will use its best efforts to furnish and remain in position to furnish treated water sufficient for all reasonable treated water requirements of Parker, but its obligation shall be limited to the amount of treated water available to it from the System during routine operation. The current maximum rate of delivery shall be 2.5 times Parker's annual daily average, which is consistent with the capabilities and abilities of System facilities, and it is understood that the Board of Directors may from time to time adjust the maximum rate of delivery on an equitable and uniform basis to all Customer Cities. If treated water from the System must be rationed, such rationing shall, within the limits permitted by law, be done by NTMWD on an equal basis of the relative actual total amount of all treated water from the entire System taken by each respective Customer City, respectively, during the last preceding Annual Payment Period in which rationing among said customers was not necessary.

The maximum volume allowed shall be that volume capable of being supplied by the routine operation of NTMWD's system utilizing the meter and meter sizes as described in Section 5, Point of Delivery at the defined Point of Delivery.

Section 3. OTHER CONTRACTS. NTMWD reserves the right to supply treated water from the System to Additional or Other Contracting Parties as determined by the NTMWD Board of Directors.

Section 4. QUALITY. The water to be delivered by NTMWD and received by Parker shall be treated water from the System. Parker has satisfied itself that such water will be suitable for its needs, but NTMWD is obligated to treat such water so as to meet the standards of all State and Federal agencies having jurisdiction over water quality. NTMWD and Parker shall cooperate, each within its legal powers, in preventing, to the extent practicable, the pollution and contamination of the reservoirs and watersheds from which System water is obtained.

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Section 5. POINT OF DELIVERY. The Point of Delivery for Parker shall be an eight-inch (8") meter and ten-inch (10") tap located on the NTMWD Wylie-McKinney twenty-inch (20") pipeline near the intersection of FM 2514 and FM 1378.

Parker shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all treated water delivered to it under this Contract. All facilities and equipment must be inspected and approved by NTMWD and any construction from the NTMWD pipeline through the air gap connection must meet standard specifications of NTMWD. In order to change the type or size of meters, or size of the tap, the contract would need to be amended as set forth in Section 10, Modification.

Section 6. MEASURING EQUIPMENT. Parker shall furnish, and install at its own expense at the Point of Delivery the necessary rate of flow equipment of a standard type approved by NTMWD for measuring properly the quantity of treated water delivered under this agreement and such meter and other equipment so installed shall become the property of NTMWD. Parker shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of NTMWD. For the purpose of this agreement, the original record or reading of the meter shall be the journal or other record book of NTMWD in its office in which the records of the employees or agents of NTMWD who take the reading may be transcribed. Upon written request of Parker, NTMWD will send it a copy of such journal or record book, or permit it to have access to the same in the office of NTMWD during reasonable business hours.

Not more than once in any six (6) month time period, NTMWD shall test its meter if requested in writing by Parker to do so, in the presence of a representative of Parker, and the parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary, and if the check meter hereinafter provided for has been installed, the same shall be calibrated by Parker in the presence of a representative of NTMWD and the parties shall jointly observe any adjustment if necessary. If Parker shall in writing request NTMWD to calibrate its meter, then NTMWD shall give Parker notice of the time when any such calibration is to be made and if a representative of Parker is not present at the time set, NTMWD may proceed with calibration and adjustment in the absence of any representative of Parker.

If either party at any time observes a variation between the delivery meter and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other party, and the parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the same meter or meters shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours notice of the time of all tests of meters so that the other party may conveniently have a representative present.

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If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Parker may, at its option and its own expense, install and operate a check meter to check each meter installed by NTMWD. The measurement of water for the purpose of this agreement shall be solely by NTMWD meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by an employee or agent of NTMWD, but the reading, calibration and adjustment thereof shall be made only by Parker, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration, and adjustment thereof shall be made by NTMWD with like effect as if such check meter or meters had been furnished or installed by NTMWD.

Section 7. UNIT OF MEASUREMENT. The unit of measurement for treated water delivered under this Contract shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

Section 8. PRICE AND TERMS. Payments by Parker. The service to be performed under this Contract by NTMWD consists of the readiness of NTMWD to deliver to Parker upon its demand, water in accordance with the provisions of this Contract.

In return for such service, Parker agrees to compensate NTMWD by payment of certain minimum annual sums of money, for each of which said sums NTMWD agrees, if required by Parker, to deliver all, or so much thereof as Parker may desire, of a certain corresponding volume of water as follows:

- (a) For the Annual Payment Period beginning October 1, 2001, Parker will take or pay for 211,304,000 gallons of water (578,915 gallons per day) at a

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rate of five cents (5¢) above the rate established for the Member Cities of NTMWD, but in no event less than fifty cents (50¢) per thousand gallons. Any water delivered in excess of the amount allowed for the annual minimum will be purchased at a rate of five (5¢) per thousand gallons above the amount charged NTMWD Member Cities for excess water. Parker will be entitled to a maximum rate of delivery, which shall not be more than 2.50 times Parker's annual daily average. The minimum amount of water Parker will be required to purchase at the above rate or such other rate as may be from time to time determined by NTMWD, shall be calculated annually for the ensuing year and such amount shall be determined in the same manner as said amount is determined for the Member Cities. The annual minimum to be purchased during any ensuing year shall not be less than the highest total amount withdrawn from NTMWD's system by Parker during any previous year or 211,304,000 gallons, whichever is greater.

- (b) The quantities and rates set out in Section 2 and Section 8 hereof shall be reviewed at the end of the first full Annual Payment Period of service after the first delivery of water to Parker and each year thereafter, and the minimum amount of water to be purchased, rate per 1,000 gallons and the maximum rate of delivery shall be re-determined by the Board of Directors of NTMWD at that time in the same manner as applied to NTMWD Member Cities.

Payment of the minimum annual service charge listed above shall be made each year by Parker to NTMWD in twelve (12) equal monthly installments, each of which shall be due and payable on or before the 10<sup>th</sup> day of the month following the service. Payment of water delivered in any year in excess of the volume allowed for the minimum annual payment effective for that year, shall be made by Parker to NTMWD at the rates specified herein when in accordance with the following method:

When Parker exceeds 100% of the annual minimum amount during any water year, excess water will be billed on the first month following the month in which the 100% level was reached, for the excess water delivered in the month prior to the month being billed, and this procedure would continue to the end of the Annual Payment Period with Parker making payment for all excess not previously paid for on or before the 10<sup>th</sup> day of the month following the end of such year.

Liability for making payments, as herein set forth, shall commence on the date of the first tender of delivery of water to Parker by NTMWD at the Point of Delivery.

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- (c) In the event that Parker shall fail to make any such monthly payment or annual payment with the time herein in this section specified, interest on such amount shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with the interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, NTMWD may at its option discontinue delivery of water to Parker until the amount due NTMWD is paid in full with interest as herein specified.

Section 9. TERM OF CONTRACT. This Contract shall continue in force and effect for a period of thirty (30) years from the date of this Contract. This Contract shall be considered null and void if not executed by the City of Parker by July 31, 2002.

Section 10. MODIFICATION. This Contract may be changed or modified only with the consent of the governing bodies of both NTMWD and Parker. No such changes or modifications may be made which will affect adversely the prompt payment when due of all moneys required to be paid by Parker under the terms of this Contract.

Section 11. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Parker to make the payments required under Section 8 of this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 12. INSURANCE. NTMWD agrees to carry out and arrange for fire, casualty, public liability, and/or other insurance, including self insurance, on the System for purposes and in amounts which, as determined by NTMWD, ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that NTMWD shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of NTMWD's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the

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interruption of the services of such facilities. All premiums for such insurance shall constitute an Operation and Maintenance Expense of the System. The insurance coverage does not extend to any facility owned by Parker.

Section 13. REGULATORY BODIES AND LAWS. This Contract is subject to all applicable Federal and State Laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rules or regulation in any forum, having jurisdiction.

Section 14. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an office of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to NTMWD, to: North Texas Municipal Water District  
 P.O. Box 2408  
 Wylie, Texas 75098

If to Parker, to: City of Parker  
 5700 East Parker Road  
 Parker, Texas 75002

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other parties hereto.

Section 15. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provision, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitution, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections,

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provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 16. VENUE. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Collin County, Texas, which is the County in which the principal administrative offices of NTMWD are located. It is specifically agreed among the parties to this Contract that Collin County, Texas, is a principal place of performance of this Contract.

Section 17. OTHER CONDITIONS AND PROVISIONS.

- (a) Operation and Maintenance of System. NTMWD will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.
- (b) Title to Water. Indemnification. Title to all water supplied to the Contracting Party shall be in NTMWD up to the Point of Delivery, at which point title shall pass to Parker. NTMWD and Parker shall save and hold each other harmless from all claims, demands, and causes of action, which may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party.
- (c) Operating Expenses of Parker. Parker represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary "operating expenses" of its system, as defined in Vernon's ann. Tex. Civ. St. Article 1113, and that all such payments will be made from the revenues of its system. Parker represents and has determined that the treated water supply to be obtained from the System, including the Projects and other System facilities, is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of treated water therefore, and, accordingly, all payments required by this Contract to be made by Parker shall constitute reasonable and necessary operating expense of its respective system as described above, with the effect that the obligation to make such payments from revenues of such systems shall have priority over any obligation to make any payments from such revenues (whether of principal, interest, or otherwise) with respect to all bonds or other obligations heretofore or hereafter issued by Parker.

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- (d) Parker's Rate for Waterworks System. Parker agrees throughout the term of this Contract to continuously operate and maintain its waterworks system, and to fix and collect such rates and charges for water services to be supplied by its waterworks system as aforesaid as will produce revenues in an amount equal to at least (i) all of its payments under this Contract and (ii) all other amounts required to be paid from said revenues by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding. Parker agrees to file appropriate financial reports related to the Parker system including annual audits.

Section 18. WATER CONSERVATION. Parker agrees to consider for adoption and enforcement any and all ordinances generally related to water conservation as may be required by the rules of the Texas Natural Resources Conservation Commission and/or may be adopted or recommended by the Board of Directors of NTMWD for all Member and Customer Cities.

Section 19. SPECIAL CONDITIONS.

- (a) The parties acknowledge that they have entered into this agreement to set forth the terms and conditions under which NTMWD will continue to sell potable water to Parker and that upon execution, this Contract shall supercede and replace any prior contracts or agreements between the parties.
- (b) The meter size, location and any quantity set forth in this contract are intended to meet the water needs of Parker. The needs of Parker are independently determined by Parker and NTMWD has conducted no independent evaluation of the Parker Water System.
- (c) Parker agrees to use its best efforts to complete construction of the modifications of existing metering facilities and installation of control equipment necessary to utilize the increased volume of potable water from the NTMWD Wylie-McKinney twenty-inch (20") pipeline near FM 2514 and FM 1378 in Parker, and that such equipment will allow NTMWD to remotely monitor and control the delivery of potable water from Wylie. Should construction of said facilities and equipment not be completed by December 31, 2002, this contract shall become null and void.

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IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Contract.

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: Larry Parks  
Larry Parks  
President, Board of Directors

ATTEST:

Marvin Fuller, Sec  
Marvin Fuller  
Secretary, Board of Directors



CITY OF PARKER

By: David Hammel, Mayor  
3/26/02

ATTEST:

Benny McManis  
City Secretary

(SEAL)



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# 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 Public Works Director Gary Machado
Estimated Cost:	Date Prepared:	November 8, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Ordinance (w-Exhibits)</a></li> <li>2. <a href="#">Public Hearing Notice</a></li> <li>3. <a href="#">Ord. No.'s 871, 866, 854, 846, 844, 839, 833, 824, 815 &amp; 812 (Temporary Moratorium on Acceptance of Development Applications)</a></li> <li>4. <a href="#">Water Conservation PowerPoint</a></li> </ol>	

## AGENDA SUBJECT

### TEMPORARY MORATORIUM EXTENSION:

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

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 880 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.S 871, 866, 854, 846, 844, 839, 833, 824, 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

### SUMMARY

Please review information provided.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/14/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/xx/2024

**ORDINANCE NO. 880**

***(Extension of Temporary Moratorium on Acceptance of Development Applications)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for November 14, 2023, at the City Council and the City Council approved an extension on November 14, 2023, for an additional 120 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for March 19, 2024, at the City Council and the City Council approved an extension on March 19, 2024, for an additional 120 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for July 16, 2024, at the City Council for City Council's consideration of a 120-day extension following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for November 19, 2024, at the City Council for City Council's consideration of a 120-day extension following the then-current term; and

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

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**Section 2. DEFINITIONS**

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

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

**Section 3. APPLICABILITY**

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

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

#### **Section 4. PURPOSE**

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

- A. Review the City's policies on the acceptance of applications for municipal Permits for construction or development;
- B. Update the City's permitting and planning requirements and processes for utility and water infrastructure;
- C. Obtain and review public input and expert guidance; and
- D. Update the City's water utility infrastructure and supply.

#### **Section 5. ENACTMENT**

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

#### **Section 6. DURATION**

The duration of the extension of this temporary moratorium shall be for a period of one hundred twenty (120) days from November 26, 2024, the expiration of the previously adopted extension, after enactment of this Ordinance to March 26, 2025, or repeal of this Ordinance by the City, whichever is sooner.

#### **Section 7. EXTENSION**

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

#### **Section 8. EXCEPTIONS AND EXEMPTIONS**

- A. **Exceptions.** Any property owner who believes that he or she falls within the below exceptions shall provide notice of the exception at time of application for any permit with the City-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be

determined within the same time period as the administrative completeness check for each Project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Report is required, then the exception can be applied concurrently with the Request, but the time frame of the Request shall be controlling.

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

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

2. **Ongoing Projects.** The temporary moratorium extended by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider the implementation of a temporary moratorium. The provisions of this Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved water plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.
3. **Grandfathered Projects.** The temporary moratorium extended by this Ordinance shall not apply to Projects that are grandfathered as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after February 25, 2022, then a new request is not required to meet this exception. New permits applied for as part of a previously vested Project may proceed once an exception is applied for and approved as described herein.
4. **Development Agreement.** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, water, wastewater, and development rules pursuant to Texas Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New Permits applied for as part of a Development Agreement Project may proceed once an exception is applied for and approved as described herein.

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

## **Section 9. DETERMINATIONS AND APPEALS**

- A. Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

## **Section 10. REPEALER**

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

## **Section 11. SEVERABILITY**

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

## **Section 12. ENFORCEMENT**

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

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

**Section 13. PROPER NOTICE AND MEETING**

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

**Section 14. EFFECTIVE DATE**

This Ordinance shall be effective upon its approved execution and shall extend the moratorium for 120 days from the final day of the previously extended term of the temporary moratorium, which is November 26, 2024, to March 26, 2025.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 19TH DAY OF NOVEMBER, 2024.**

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Catherine Clifton, Interim City Attorney

## ATTACHMENT A

### PERMITS SUBJECT TO MORATORIUM

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

### PERMITS NOT SUBJECT TO MORATORIUM

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

ATTACHMENT B

Proposed

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhellp.com

CRAIG M. KERKHOFF, P.E.  
 GARY C. HENDRICKS, P.E., R.P.L.S.  
 JOE R. CARTER, P.E.  
 ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.  
 CHASE CRAWFORD, R.P.L.S.  
 JUSTIN R. IVY, P.E.  
 COOPER E. REINBOLD, P.E.

November 14, 2024

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

Re: Water Projections

Dear Mr. Machado:

The water system is now experiencing fall and winter demands that is well below the peak demand that occurred in the summer of 2024. We previously completed a demand study from records received for August 2024. In summary we reviewed the hourly records on the day of maximum usage and have tabulated those hourly results. Based on the number of July 2024 connections of 2,136 and a per unit density of 2.79 persons per unit calculates a population of 5,959. For August 21<sup>st</sup>, the maximum daily demand was 4,496,000 gallons which equates to a per capita demand of 754 gallons per capita per day. Since the July 2024 analysis of water usage, 38 additional homes have been brought online.

To meet the demand placed on the system all pumps at the Eastside Pump Station were in use. The design of a pump station to conform to the TCEQ requirements has the largest pump out at any given time as it is the backup pump in the event any of the three remaining pumps fail. The city reports that all four pumps have been required to meet 2024 summer demands. The city completed a site visit, pump testing and electrical review of the station on November 28, 2023. The findings of that evaluation along with recommendations was published to the City on December 27, 2023.

At the time of the site visit the pump station was operating satisfactorily with the pumps meeting the design flows of the manufacturers pump curves. Nine items were outlined in the evaluation memo to provide reliability and back up in the event of a failure of the station without a large backup pump being available. The city took action on April 2<sup>nd</sup> to amend the budget and authorized Public Works to act on a number of the recommended items to provide reliability to the Eastside Pump Station. It has been reported the oil change took place for each motor, Pump 4 was rebuilt and a back up 125 HP motor is on site.

We recommend no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station. In addition, we recommend the city consider more rigid water management requirements in an attempt eliminate the need to routinely run the backup pump to meet water demands, along with implementing the nine items in the evaluation report for increased reliability at the Eastside Pump Station.

We are available at your convenience to discuss our findings and recommendations.

Sincerely,



Craig M. Kerkhoff, P.E., C.F.M.

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

## PROFESSIONAL ENGINEERS

Texas Firm F526  
11910 Greenville Ave., Suite 600

RPLS Firm No. 100318-00  
Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

## Attachment B.1

### MEMORANDUM

**To:** Mr. Gary Machado

**From:** John W. Birkhoff, P.E. and Andrew Mata, P.E.

**Date:** 12/27/2023

**Subject:** Eastside Pump Station Evaluation

On November 28, 2023, a site visit was conducted with City Staff at the Eastside Pump Station to test the existing pumps and determine pump performance. Present during pump testing was a representative from the pump manufacturer (Odessa Pump) and a licensed electrician (H&H Electric). The tests were performed with the elevated storage tank (EST) and ground storage reservoir (GSR) at approximately half-full while testing the pumps individually and in series. The elevation of the pressure gauge located in the meter vault outside the pump room was measured to be 10 feet below ground level.

The evaluation commenced with all pumps off. The pressure at the gauge was determined to be 100 psi at zero flow and the GSR level was at 25 feet. The total dynamic head (TDH) is calculated using the following formula:

$$\begin{aligned} \text{TDH} &= \text{Pressure (psi)} * 2.31 \text{ ft./psi} - \text{GSR level} \pm \text{Pressure Gauge Elevation} \\ \text{TDH} &= 100 \text{ psi} * 2.31 \text{ ft./psi} - 25 \text{ ft.} - 10 \text{ ft.} = 196 \text{ TDH @ 0 gpm} \end{aligned}$$

Next, each pump was tested individually in the following order:

**Pump 1 is a 0.72 MGD (500 gpm) rated at 240 TDH.** The flow output of Pump 1 was determined to be 573 gpm, the GSR level was at 25 feet and the pressure was measured to be 97 psi. This results in a TDH of 189 feet for Pump 1 @ 573 gpm. **Pump horsepower is 40HP.**

**Pump 4 is a 0.72 MGD (500 gpm) rated at 240 TDH.** The flow output of Pump 4 was determined to be 586 gpm, the GSR level was at 24 feet and the pressure was measured to be 97.3 psi. This results in a TDH of 189.1 feet for Pump 4 @ 586 gpm. **Pump horsepower is 40 HP.**

**Pump 2 is a 2.16 MGD (1,500 gpm) rated at 240 TDH.** The flow output of Pump 2 was determined to be 1,686 gpm, the GSR level was at 23 feet and the pressure was measured to be 105.6 psi. This results in a TDH of 211 feet for Pump 2 @ 1,686 gpm. **Pump horsepower is 125 HP.**

**Pump 3 is a 2.16 MGD (1,500 gpm) rated at 240 TDH.** The flow output of Pump 3 was determined to be 1,743 gpm, the GSR level was at 24.3 feet and the pressure was measured to be 105.3 psi. This results in a TDH of 209 feet for Pump 3 @ 1,686 gpm. **Pump horsepower is 125 HP.**

Next, the pumps were tested in a series of combinations.

**Pumps 2 and 3 were tested together and had a flow output of 4.1 MGD (2,848 gpm).** The GSR level was at 23.4 feet and the pressure was measured to be 120.9 psi. This results in a TDH of 246 feet for Pump 2 + 3 @ 2,848 gpm.

**Pumps 1, 2 and 3 were tested together and had a flow output of 4.62 MGD (3,209 gpm).** The GSR level was at 25 feet and the pressure was measured to be 125.2 psi. This results in a TDH of 254 feet for Pumps 1 + 2 + 3 @ 3,209 gpm.

**Pumps 1 and 4 were then tested together and had a flow output of 1.67 MGD (1,153 gpm).** The GSR level was at 23 feet and the pressure was measured to be 99.3 psi. This results in a TDH of 196 feet for Pump 1 + 4 @ 1,153 gpm.

**Pumps 1, 3 and 4 were tested together and had a flow output of 3.70 MGD (2,568 gpm).** The GSR level was at 24.6 feet and the pressure was measured to be 115.6 psi. This results in a TDH of 232 feet for Pumps 1 + 3 + 4 @ 2,568 gpm.

**Pumps 1+2+3+4 The flow output for all pumps on was 4.72 MGD (3,275 gpm).** The GSR level was at 24.8 feet and the pressure was measured to be 127.6 psi. This results in a TDH of 260 feet for Pumps 1 + 2 + 3 + 4 @ 3,275 gpm.

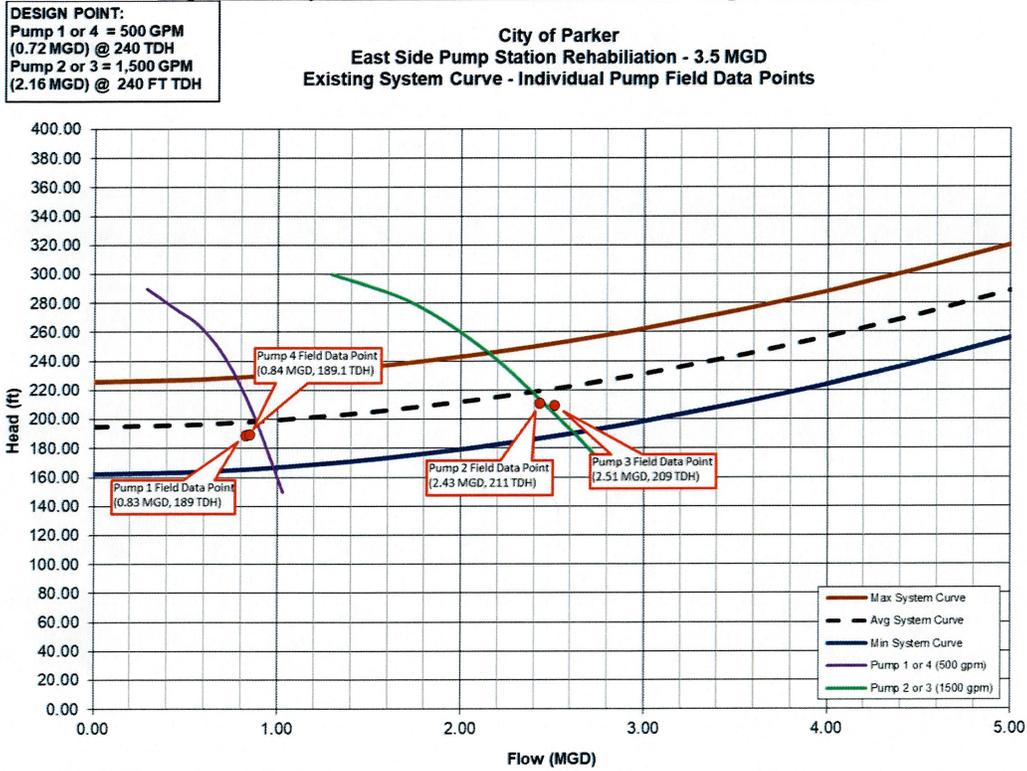
Table 1 is a summary of the data that was collected for the pump tests that were performed.

**Table 1: Eastside Pump Test Data**

<b>All Pumps Off:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
100	0	0	196	25
<b>Pump 1:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
97	573	0.83	189	25
<b>Pump 2:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
105.6	1686	2.43	211	23
<b>Pump 3:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
105.3	1743	2.51	209	24.3
<b>Pump 4:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
96.6	586	0.84	189.1	24
<b>Pump 2 + 3:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
120.9	2848	4.10	246	23.4
<b>Pump 1 + 2 + 3:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
125.2	3209	4.62	254	25
<b>Pump 1 + 4:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
99.3	1153	1.66	196	23
<b>Pump 1 + 3 + 4:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
115.6	2568	3.70	232	24.6
<b>All Pumps On:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
127.6	3275	4.72	260	24.8

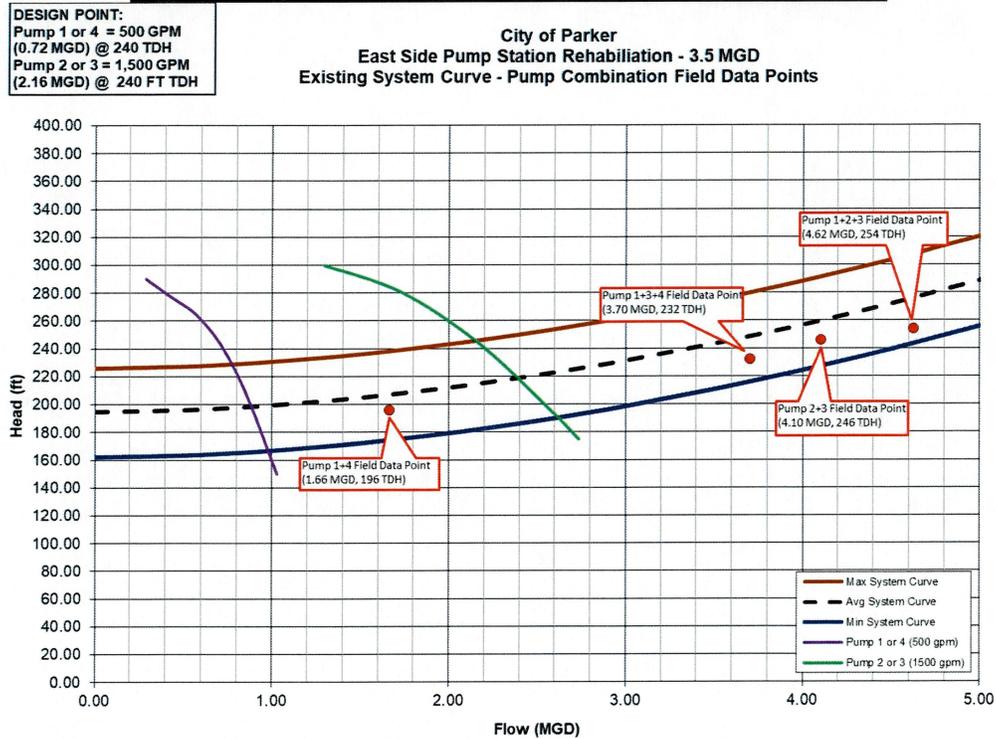
After calculating the total dynamic head for Pumps 1, 2, 3 and 4, the flow and the calculated total dynamic head is plotted on the system curve graph for each individual pump test, as shown in Figure 1.

**Figure 1 – System Curve with Individual Pump Field Data**



The flow and calculated total dynamic head for the pump combinations that were tested is plotted on Figure 2.

**Figure 1 – System Curve with Pump Combination Field Data**



## **SUMMARY & RECOMMENDATIONS**

### **Pumps & Motors**

During the testing, the pumps performed within the established system curve band indicating the pumps performed as designed. It was reported that Pumps 1 were rebuilt in September 2020 including re-bowled with new wear rings, bowl bearings, bowl shaft, new packing and a new electric motor.

To improve reliability of the pumps, we recommend pulling pump 2 and 4 and replacing the bowl bearings, wear rings, bowl shaft, stuffing box bearing and packing. This would require a lead time of 6-8 weeks each.

A weak link in the system of pump, motor and electrical switch gear is the electric motor. Pump 2 and Pump 4 are the large pumps that have 125 horses power motors. We recommend a spare 125 HP motor be purchased and stored in the Public Works building where it can be manually exercised. In the event of a motor failure the spare motor could be installed within a day or so. To order and receive a spare motor will have a lead time of 8-10 weeks.

Further we recommend that the oil in each motor be drained and replaced with new oil during the spring months.

The pump station was designed to meet demands and meet TCEQ requirement of all pumps running with the largest pump out (pump 2 or 3). This results in a firm pump capacity of 3.6 MGD. To meet summer demands all pumps are being run resulting in a flow of 4.72 MGD. Based on the review of pump combinations running two large pumps and two small pumps is an inefficient combination as the second small pump rated at 0.72 MGD only produces approximately 0.1 MGD. When two large pumps are running to meet demand and additional flow is needed, only one small pump should be utilized. Adding one small pump to the combination of two large pumps running provides an additional 0.51 MGD.

### **Electrical**

During the testing of the pumps and motors the motor control center cabinets were opened and inspected. During the running of the pump's amp draws were taken which showed Amps within acceptable limits. In addition, the electrical motor termination enclosure was opened at each motor and the wiring inspected and determined to be in good condition.

The motor control centers were rebuilt when the Eastside Pump Station Improvements project was completed in 2010 and the soft starter were replaced at that time. The life expectancy of soft starters is approximately 10-15 years. It is recommended that a standby soft starter for the large 125 HP motors be purchased in the event a starter fails. The starter can be removed and replaced within a day or two.

Other electrical equipment was evaluated, and the following recommendations were determined:

1. A current injection test be performed on the main breaker (recommend be completed every 10-15 years).
2. Replace the power monitoring unit (PMU) next to the main breaker.
3. Replace the 1-1/2-inch flex-tite conduit for all four pump motors from the floor to the motor termination enclosure.

Currently the pump room included the pumps, motors and motor control centers and the space has forced ventilation thru intake and exhaust fans. For the longevity and reliability of the electronics in the motor control centers, we recommend a block wall be constructed inside the pump building to separate the electrical motor control centers from the pumps and motors and the room be heated and air conditioned.

We have obtained budget numbers from Odessa Pump and from H&H Electric for the recommended work. Actual quotes will need to be obtained from vendors for each item of work.

1. Pull Pump 2 & 4 and replace bearings, wear rings, shaft, stuffing box and packing (turbine pump rebuild) Reset pump and make operational.	\$30,000.00
2. Change oil in all motors in the Spring of 2024 by Odessa Pump	\$1,000.00
3. Purchase one 125 HP motor and store at Public Works Building	\$15,000.00
4. Cost to remove and install 125 HP motor and make operational.	\$2,000.00
5. Purchase 125 HP motor starter and store at Public Works Building.	\$10,000.00
6. Remove and Replace 125 HP Motor Starer and make operational.	\$2,500.00
7. Complete the current injection test on the main breaker.	\$8,000.00
8. Replace 1-½ inch flex-tite conduit and cleanup hot dipped galvanized conduit at each pump motor.	\$2,500.00
9. Replace power monitoring unit at main breaker.	<u>\$5,000.00</u>
 TOTAL ALL ITEMS	 \$76,000.00

We have estimated quantities for construction of a block wall electrical room with insulated ceiling, access doors, lighting and air conditioning & heating and formulated an opinion of cost of approximately \$175,000.00 including design drawings.



Order Number 3409  
 Today's Date 29 Oct 2024  
 P.O. Number  
 Sales Rep(s) David Ferster

**Remit Payments (with Acct Number) to:**  
**Medium Giant, P.O. BOX 660040, DALLAS, TX 75266-0040**

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 5700 E PARKER RD  
 PARKER, TX 750026767  
 Tel: 972 442-6811  
 Account No: 100732

**Advertiser**  
**CITY OF PARKER**  
 5700 E PARKER RD  
 PARKER, TX 750026767  
 Tel: 972 442-6811  
 Account No: 100732

**Campaign Summary**

Description Moratorium Extension

**Cost Summary**

Net Amount \$296.50  
 Estimated Tax \$0.00  
**Total \$296.50**

**Products**

Line No.	Product	Description	First Issue Date	Number of Issues	Size / Lines	Amount
11829	The Dallas Morning News	Legal Special Rate - Legal Notices -> Legal Notices	11/1/2024	1	2x2.031	\$---

Public Hearing Notice for Consideration of an Extension of the Moratorium on New Development Pursuant to Texas Local Government Code Chapter 212, there will be a public hearing by the City of Parker's City Council concerning an extension of the temporary moratorium on the acceptance, review, and approvals necessary for the subdivision, site planning, development, or construction within the city limits and extraterritorial jurisdiction of the City of Parker, originally enacted Friday, March 11, 2022, at a scheduled meeting on Tuesday, November 19, 2024 beginning at 7:00 p.m., followed by discussion and possible action on the proposed ordinance by the Council regarding the same. The Public Hearing will be held at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002. Contact Public Works Director Gary Machado at (972) 442-6811 for more information or to comment regarding the proposed moratorium at any time before the public hearing.

**ORDINANCE NO. 871**

***(Extension of Temporary Moratorium on Acceptance of Development Applications)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for November 14, 2023, at the City Council and the City Council approved an extension on November 14, 2023, for an additional 120 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for March 19, 2024, at the City Council and the City Council approved an extension on March 19, 2024, for an additional 120 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for July 16, 2024, at the City Council for City Council's consideration of a 120-day extension following the then-current term; and

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

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

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

### **Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

### **Section 2. DEFINITIONS**

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

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

### **Section 3. APPLICABILITY**

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

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

**Section 4. PURPOSE**

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

- A. Review the City’s policies on the acceptance of applications for municipal Permits for construction or development;
- B. Update the City’s permitting and planning requirements and processes for utility and water infrastructure;
- C. Obtain and review public input and expert guidance; and
- D. Update the City’s water utility infrastructure and supply.

**Section 5. ENACTMENT**

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

**Section 6. DURATION**

The duration of the extension of this temporary moratorium shall be for a period of one hundred twenty (120) days from July 29, 2024, the expiration of the previously adopted extension, after enactment of this Ordinance to November 26, 2024, or repeal of this Ordinance by the City, whichever is sooner.

**Section 7. EXTENSION**

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

**Section 8. EXCEPTIONS AND EXEMPTIONS**

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

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

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

2. **Ongoing Projects.** The temporary moratorium extended by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider the implementation of a temporary moratorium. The provisions of this Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved water plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.
3. **Grandfathered Projects.** The temporary moratorium extended by this Ordinance shall not apply to Projects that are grandfathered as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after February 25, 2022, then a new request is not required to meet this exception. New permits applied for as part of a previously vested Project may proceed once an exception is applied for and approved as described herein.
4. **Development Agreement.** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, water, wastewater, and development rules pursuant to Texas Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New Permits applied for as part of a Development Agreement Project may proceed once an exception is applied for and approved as described herein.

- B. Waivers.** Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain water infrastructure at

property owners' sole expense in accordance with Texas Local Government Code Chapter 212, Subchapter E may apply for a waiver in accordance with City policy.

## **Section 9. DETERMINATIONS AND APPEALS**

- A. Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

## **Section 10. REPEALER**

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

## **Section 11. SEVERABILITY**

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

## **Section 12. ENFORCEMENT**

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

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

## **Section 13. PROPER NOTICE AND MEETING**

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

**Section 14. EFFECTIVE DATE**

This Ordinance shall be effective upon its approved execution and shall extend the moratorium for 120 days from the final day of the previously extended term of the temporary mortarium, which is July 29, 2024, to November 26, 2024.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 16TH DAY OF JULY, 2024.**



  
Lee Pettle, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

  
Patti Scott Grey, City Secretary

  
Catherine Clifton, Interim City Attorney

## ATTACHMENT A

### PERMITS SUBJECT TO MORATORIUM

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

### PERMITS NOT SUBJECT TO MORATORIUM

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

ATTACHMENT B

## ATTACHMENT B


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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

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

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

July 11, 2024

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

Re: Water Projections

Dear Mr. Olson:

The water system is now experiencing summer demands that have the potential to exceed the available supply and pumping capacity of the city. We previously completed a demand study from records received for August 2023. In summary we reviewed the hourly records on the day of maximum usage and have tabulated those hourly results. Based on the number of September 2023 connections of 2,108 and a per unit density of 2.79 persons per unit calculates a population of 5,882. For August 18th, the maximum daily demand was 4,242,888 gallons which equates to a per capita demand of 721 gallons per capita per day. The maximum hourly demand occurred at 6 AM at a rate of 1,236 gallons per capita. Since the August 2023 analysis of water usage, 28 additional homes have been brought online.

To meet the demand placed on the system all pumps at the Eastside Pump Station were in use. The design of a pump station to conform to the TCEQ requirements has the largest pump out at any given time as it is the backup pump in the event any of the three remaining pumps fail. The city reports that all four pumps have been required to meet 2024 summer demands to date except for one day. The city completed a site visit, pump testing and electrical review of the station on November 28, 2023. The findings of that evaluation along with recommendations was published to the City on December 27, 2023.

At the time of the site visit the pump station was operating satisfactorily with the pumps meeting the design flows of the manufacturers pump curves. Nine items were outlined in the evaluation memo to provide reliability and back up in the event of a failure of the station without a large backup pump being available. The city took action on April 2<sup>nd</sup> to amend the budget and authorized Public Works to act on a number of the recommended items to provide reliability to the Eastside Pump Station. It has been reported the oil change took place for each motor, Pump 4 was rebuilt and a back up 125 HP motor is on site.

We recommend no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station. In addition, we recommend the city consider more rigid water management requirements in an attempt eliminate the need to routinely run the backup pump to meet water demands, along with implementing the nine items in the evaluation report for increased reliability at the Eastside Pump Station.

We are available at your convenience to discuss our findings and recommendations.

Sincerely,  
  
 John W. Birkhoff, P.E.

**ORDINANCE NO. 866*****(Extension of Temporary Moratorium on Acceptance of Development Applications)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for March 19, 2024, at the City Council for City Council's consideration of a 120-day extension following the then-current term; and

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

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

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

## Section 4. PURPOSE

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

- A. Review the City's policies on the acceptance of applications for municipal Permits for construction or development;
- B. Update the City's permitting and planning requirements and processes for utility and water infrastructure;
- C. Obtain and review public input and expert guidance; and
- D. Update the City's water utility infrastructure and supply.

#### **Section 5. ENACTMENT**

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

#### **Section 6. DURATION**

The duration of the extension of this temporary moratorium shall be for a period of one hundred twenty (120) days from March 31, 2024, the expiration of the previously adopted extension, after enactment of this Ordinance to July 29, 2024, or repeal of this Ordinance by the City, whichever is sooner.

#### **Section 7. EXTENSION**

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

#### **Section 8. EXCEPTIONS AND EXEMPTIONS**

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

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

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

2. **Ongoing Projects.** The temporary moratorium extended by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider the implementation of a temporary moratorium. The provisions of this Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved water plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.
  3. **Grandfathered Projects.** The temporary moratorium extended by this Ordinance shall not apply to Projects that are grandfathered as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after February 25, 2022, then a new request is not required to meet this exception. New permits applied for as part of a previously vested Project may proceed once an exception is applied for and approved as described herein.
  4. **Development Agreement.** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, water, wastewater, and development rules pursuant to Texas Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New Permits applied for as part of a Development Agreement Project may proceed once an exception is applied for and approved as described herein.
- B. Waivers.** Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain water infrastructure at property owners' sole expense in accordance with Texas Local Government Code Chapter 212, Subchapter E may apply for a waiver in accordance with City policy.

## **Section 9. DETERMINATIONS AND APPEALS**

- A. Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

#### **Section 10. REPEALER**

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

#### **Section 11. SEVERABILITY**

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

#### **Section 12. ENFORCEMENT**

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

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

#### **Section 13. PROPER NOTICE AND MEETING**

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

and a public hearing were also provided as required by Texas Government Code Chapter 212, Subchapter E.

**Section 14. EFFECTIVE DATE**

This Ordinance shall be effective upon its approved execution and shall extend the moratorium for 120 days from the final day of the previously extended term of the temporary moratorium, which is March 31, 2024, to July 29, 2024.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 19TH DAY OF MARCH. 2024.**



  
Lee Pettie, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

  
Patti Scott Grey, City Secretary

  
Amy J. Stanphill, City Attorney

## **ATTACHMENT A**

### **PERMITS SUBJECT TO MORATORIUM**

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

### **PERMITS NOT SUBJECT TO MORATORIUM**

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

## ATTACHMENT B



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

11910 Greenville Ave., Suite 600

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 GARY C. HENDRICKS, P.E., R.P.L.S.  
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 CRAIG M. KERKHOFF, P.E.  
 JUSTIN R. IVY, P.E.  
 COOPER E. REINBOLD, P.E.

February 26, 2024

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

Re: Water Projections

Dear Mr. Olson:

The water system is now experiencing winter demand that is well below the peak demand that occurred in the summer of 2023. Springtime demands are approaching and historically the demands increase from winter demands to the peak summer demands. We completed a demand study from records received for August 2023. We reviewed the hourly records on the day of maximum usage and have tabulated those hourly results. Based on the number of September 2023 connections of 2,108 and a per unit density of 2.79 persons per unit calculates a population of 5,882. For August 18th, the maximum daily demand was 4,242,888 gallons which equates to a per capita demand of 721 gallons per capita. The maximum hourly demand occurred at 6 AM at a rate of 1,236 gallons per capita. Since the August analysis of water usage, 12 additional homes have been brought online.

To meet the demand placed on the system all pumps at the Eastside Pump Station were in use. The design of a pump station to conform to the TCEQ requirements has the largest pump out at any given time as it is the backup pump in the event any of the three remaining pumps fail. The City completed a site visit, pump testing and electrical review of the station on November 28, 2023. The findings of that evaluation along with recommendations was published to the City on December 27, 2023.

The pump station was operating satisfactorily with the pumps meeting the design flows of the manufacturers pump curves. Nine items were outlined in the evaluation memo to provide reliability and back up in the event of a failure of the station without a large backup pump being available. A copy of that evaluation is attached.

We recommend no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station. In addition, we recommend the city consider more rigid water management requirements in an attempt eliminate the need to routinely run the backup pump to meet water demands, along with implementing the nine items in the evaluation report for increased reliability at the Eastside Pump Station.

We are available at your convenience to discuss our findings and recommendations.

Sincerely,

John W. Birkhoff, P.E.

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

## PROFESSIONAL ENGINEERS

Texas Firm F526  
11910 Greenville Ave., Suite 600

RPLS Firm No. 100318-00  
Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

## Attachment B.1

### MEMORANDUM

**To:** Mr. Gary Machado

**From:** John W. Birkhoff, P.E. and Andrew Mata, P.E.

**Date:** 12/27/2023

**Subject:** Eastside Pump Station Evaluation

On November 28, 2023, a site visit was conducted with City Staff at the Eastside Pump Station to test the existing pumps and determine pump performance. Present during pump testing was a representative from the pump manufacturer (Odessa Pump) and a licensed electrician (H&H Electric). The tests were performed with the elevated storage tank (EST) and ground storage reservoir (GSR) at approximately half-full while testing the pumps individually and in series. The elevation of the pressure gauge located in the meter vault outside the pump room was measured to be 10 feet below ground level.

The evaluation commenced with all pumps off. The pressure at the gauge was determined to be 100 psi at zero flow and the GSR level was at 25 feet. The total dynamic head (TDH) is calculated using the following formula:

$$\begin{aligned} \text{TDH} &= \text{Pressure (psi)} * 2.31 \text{ ft./psi} - \text{GSR level} \pm \text{Pressure Gauge Elevation} \\ \text{TDH} &= 100 \text{ psi} * 2.31 \text{ ft./psi} - 25 \text{ ft.} - 10 \text{ ft.} = 196 \text{ TDH @ 0 gpm} \end{aligned}$$

Next, each pump was tested individually in the following order:

**Pump 1 is a 0.72 MGD (500 gpm) rated at 240 TDH.** The flow output of Pump 1 was determined to be 573 gpm, the GSR level was at 25 feet and the pressure was measured to be 97 psi. This results in a TDH of 189 feet for Pump 1 @ 573 gpm. **Pump horsepower is 40HP.**

**Pump 4 is a 0.72 MGD (500 gpm) rated at 240 TDH.** The flow output of Pump 4 was determined to be 586 gpm, the GSR level was at 24 feet and the pressure was measured to be 97.3 psi. This results in a TDH of 189.1 feet for Pump 4 @ 586 gpm. **Pump horsepower is 40 HP.**

**Pump 2 is a 2.16 MGD (1,500 gpm) rated at 240 TDH.** The flow output of Pump 2 was determined to be 1,686 gpm, the GSR level was at 23 feet and the pressure was measured to be 105.6 psi. This results in a TDH of 211 feet for Pump 2 @ 1,686 gpm. **Pump horsepower is 125 HP.**

**Pump 3 is a 2.16 MGD (1,500 gpm) rated at 240 TDH.** The flow output of Pump 3 was determined to be 1,743 gpm, the GSR level was at 24.3 feet and the pressure was measured to be 105.3 psi. This results in a TDH of 209 feet for Pump 3 @ 1,686 gpm. **Pump horsepower is 125 HP.**

Next, the pumps were tested in a series of combinations.

**Pumps 2 and 3 were tested together and had a flow output of 4.1 MGD (2,848 gpm).** The GSR level was at 23.4 feet and the pressure was measured to be 120.9 psi. This results in a TDH of 246 feet for Pump 2 + 3 @ 2,848 gpm.

**Pumps 1, 2 and 3 were tested together and had a flow output of 4.62 MGD (3,209 gpm).** The GSR level was at 25 feet and the pressure was measured to be 125.2 psi. This results in a TDH of 254 feet for Pumps 1 + 2 + 3 @ 3,209 gpm.

**Pumps 1 and 4 were then tested together and had a flow output of 1.67 MGD (1,153 gpm).** The GSR level was at 23 feet and the pressure was measured to be 99.3 psi. This results in a TDH of 196 feet for Pump 1 + 4 @ 1,153 gpm.

**Pumps 1, 3 and 4 were tested together and had a flow output of 3.70 MGD (2,568 gpm).** The GSR level was at 24.6 feet and the pressure was measured to be 115.6 psi. This results in a TDH of 232 feet for Pumps 1 + 3 + 4 @ 2,568 gpm.

**Pumps 1+2+3+4 The flow output for all pumps on was 4.72 MGD (3,275 gpm).** The GSR level was at 24.8 feet and the pressure was measured to be 127.6 psi. This results in a TDH of 260 feet for Pumps 1 + 2 + 3 + 4 @ 3,275 gpm.

Table 1 is a summary of the data that was collected for the pump tests that were performed.

**Table 1: Eastside Pump Test Data**

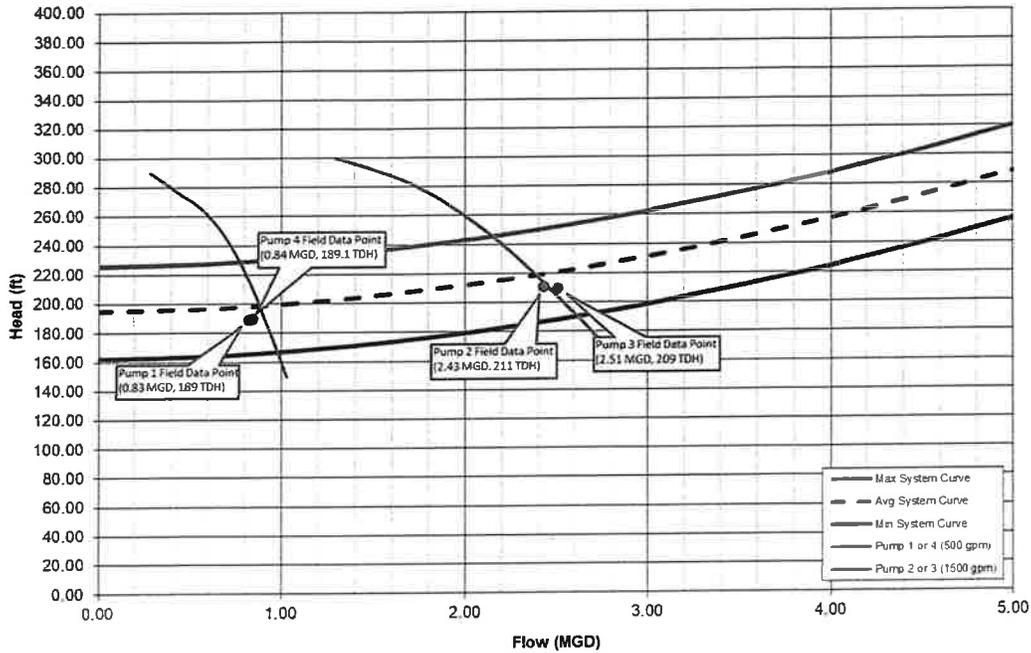
<b>All Pumps Off:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
100	0	0	196	25
<b>Pump 1:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
97	573	0.83	189	25
<b>Pump 2:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
105.6	1686	2.43	211	23
<b>Pump 3:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
105.3	1743	2.51	209	24.3
<b>Pump 4:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
96.6	586	0.84	189.1	24
<b>Pump 2 + 3:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
120.9	2848	4.10	246	23.4
<b>Pump 1 + 2 + 3:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
125.2	3209	4.62	254	25
<b>Pump 1 + 4:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
99.3	1153	1.66	196	23
<b>Pump 1 + 3 + 4:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
115.6	2568	3.70	232	24.6
<b>All Pumps On:</b>				
Pressure (psi)	Flow (gpm)	Flow (MGD)	TDH (ft)	GSR Level (ft)
127.6	3275	4.72	260	24.8

After calculating the total dynamic head for Pumps 1, 2, 3 and 4, the flow and the calculated total dynamic head is plotted on the system curve graph for each individual pump test, as shown in Figure 1.

**Figure 1 – System Curve with Individual Pump Field Data**

**DESIGN POINT:**  
 Pump 1 or 4 = 500 GPM  
 (0.72 MGD) @ 240 TDH  
 Pump 2 or 3 = 1,500 GPM  
 (2.16 MGD) @ 240 FT TDH

**City of Parker**  
**East Side Pump Station Rehabilitation - 3.5 MGD**  
**Existing System Curve - Individual Pump Field Data Points**

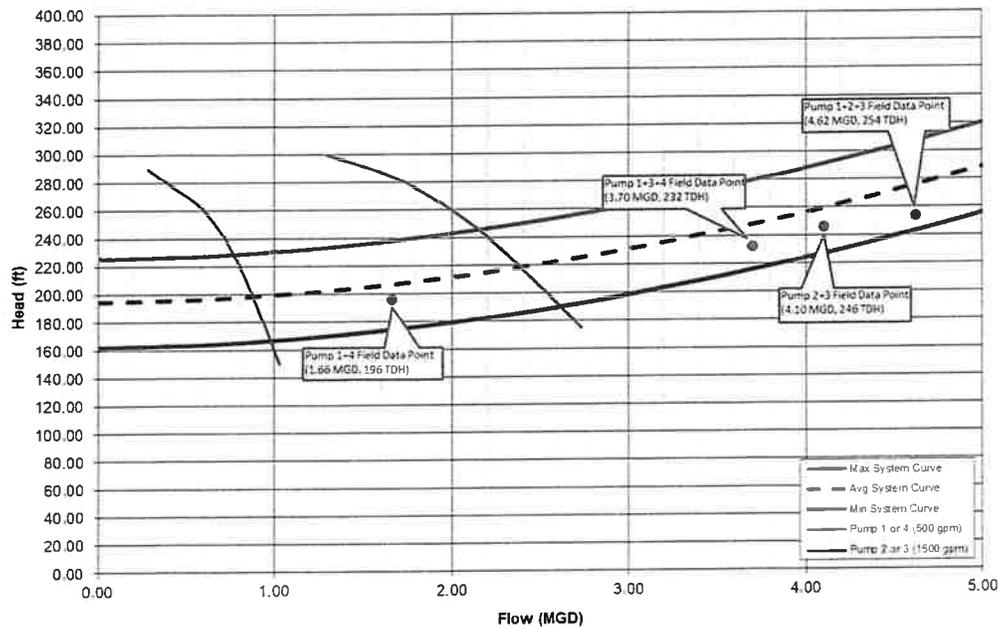


The flow and calculated total dynamic head for the pump combinations that were tested is plotted on Figure 2.

**Figure 1 – System Curve with Pump Combination Field Data**

**DESIGN POINT:**  
 Pump 1 or 4 = 500 GPM  
 (0.72 MGD) @ 240 TDH  
 Pump 2 or 3 = 1,500 GPM  
 (2.16 MGD) @ 240 FT TDH

**City of Parker**  
**East Side Pump Station Rehabilitation - 3.5 MGD**  
**Existing System Curve - Pump Combination Field Data Points**



## **SUMMARY & RECOMMENDATIONS**

### **Pumps & Motors**

During the testing, the pumps performed within the established system curve band indicating the pumps performed as designed. It was reported that Pumps 1 were rebuilt in September 2020 including re-bowled with new wear rings, bowl bearings, bowl shaft, new packing and a new electric motor.

To improve reliability of the pumps, we recommend pulling pump 2 and 4 and replacing the bowl bearings, wear rings, bowl shaft, stuffing box bearing and packing. This would require a lead time of 6-8 weeks each.

A weak link in the system of pump, motor and electrical switch gear is the electric motor. Pump 2 and Pump 4 are the large pumps that have 125 horses power motors. We recommend a spare 125 HP motor be purchased and stored in the Public Works building where it can be manually exercised. In the event of a motor failure the spare motor could be installed within a day or so. To order and receive a spare motor will have a lead time of 8-10 weeks.

Further we recommend that the oil in each motor be drained and replaced with new oil during the spring months.

The pump station was designed to meet demands and meet TCEQ requirement of all pumps running with the largest pump out (pump 2 or 3). This results in a firm pump capacity of 3.6 MGD. To meet summer demands all pumps are being run resulting in a flow of 4.72 MGD. Based on the review of pump combinations running two large pumps and two small pumps is an inefficient combination as the second small pump rated at 0.72 MGD only produces approximately 0.1 MGD. When two large pumps are running to meet demand and additional flow is needed, only one small pump should be utilized. Adding one small pump to the combination of two large pumps running provides an additional 0.51 MGD.

### **Electrical**

During the testing of the pumps and motors the motor control center cabinets were opened and inspected. During the running of the pump's amp draws were taken which showed Amps within acceptable limits. In addition, the electrical motor termination enclosure was opened at each motor and the wiring inspected and determined to be in good condition.

The motor control centers were rebuilt when the Eastside Pump Station Improvements project was completed in 2010 and the soft starter were replaced at that time. The life expectancy of soft starters is approximately 10-15 years. It is recommended that a standby soft starter for the large 125 HP motors be purchased in the event a starter fails. The starter can be removed and replaced within a day or two.

Other electrical equipment was evaluated, and the following recommendations were determined:

1. A current injection test be performed on the main breaker (recommend be completed every 10-15 years).
2. Replace the power monitoring unit (PMU) next to the main breaker.
3. Replace the 1-1/2-inch flex-tite conduit for all four pump motors from the floor to the motor termination enclosure.

Currently the pump room included the pumps, motors and motor control centers and the space has forced ventilation thru intake and exhaust fans. For the longevity and reliability of the electronics in the motor control centers, we recommend a block wall be constructed inside the pump building to separate the electrical motor control centers from the pumps and motors and the room be heated and air conditioned.

We have obtained budget numbers from Odessa Pump and from H&H Electric for the recommended work. Actual quotes will need to be obtained from vendors for each item of work.

1. Pull Pump 2 & 4 and replace bearings, wear rings, shaft, stuffing box and packing (turbine pump rebuild) Reset pump and make operational.	\$30,000.00
2. Change oil in all motors in the Spring of 2024 by Odessa Pump	\$1,000.00
3. Purchase one 125 HP motor and store at Public Works Building	\$15,000.00
4. Cost to remove and install 125 HP motor and make operational.	\$2,000.00
5. Purchase 125 HP motor starter and store at Public Works Building.	\$10,000.00
6. Remove and Replace 125 HP Motor Starer and make operational.	\$2,500.00
7. Complete the current injection test on the main breaker.	\$8,000.00
8. Replace 1-½ inch flex-tite conduit and cleanup hot dipped galvanized conduit at each pump motor.	\$2,500.00
9. Replace power monitoring unit at main breaker.	<u>\$5,000.00</u>
 TOTAL ALL ITEMS	 \$76,000.00

We have estimated quantities for construction of a block wall electrical room with insulated ceiling, access doors, lighting and air conditioning & heating and formulated an opinion of cost of approximately \$175,000.00 including design drawings.



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JUSTIN R. IVY, P.E.  
COOPER E. REINBOLD, P.E.

July 11, 2024

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

Re: Water Projections

Dear Mr. Olson:

The water system is now experiencing summer demands that have the potential to exceed the available supply and pumping capacity of the city. We previously completed a demand study from records received for August 2023. In summary we reviewed the hourly records on the day of maximum usage and have tabulated those hourly results. Based on the number of September 2023 connections of 2,108 and a per unit density of 2.79 persons per unit calculates a population of 5,882. For August 18th, the maximum daily demand was 4,242,888 gallons which equates to a per capita demand of 721 gallons per capita per day. The maximum hourly demand occurred at 6 AM at a rate of 1,236 gallons per capita. Since the August 2023 analysis of water usage, 28 additional homes have been brought online.

To meet the demand placed on the system all pumps at the Eastside Pump Station were in use. The design of a pump station to conform to the TCEQ requirements has the largest pump out at any given time as it is the backup pump in the event any of the three remaining pumps fail. The city reports that all four pumps have been required to meet 2024 summer demands to date except for one day. The city completed a site visit, pump testing and electrical review of the station on November 28, 2023. The findings of that evaluation along with recommendations was published to the City on December 27, 2023.

At the time of the site visit the pump station was operating satisfactorily with the pumps meeting the design flows of the manufacturers pump curves. Nine items were outlined in the evaluation memo to provide reliability and back up in the event of a failure of the station without a large backup pump being available. The city took action on April 2<sup>nd</sup> to amend the budget and authorized Public Works to act on a number of the recommended items to provide reliability to the Eastside Pump Station. It has been reported the oil change took place for each motor, Pump 4 was rebuilt and a back up 125 HP motor is on site.

We recommend no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station. In addition, we recommend the city consider more rigid water management requirements in an attempt eliminate the need to routinely run the backup pump to meet water demands, along with implementing the nine items in the evaluation report for increased reliability at the Eastside Pump Station.

We are available at your convenience to discuss our findings and recommendations.

Sincerely,  


John W. Birkhoff, P.E.

**ORDINANCE NO. 854**

***(Extension of Temporary Moratorium on Acceptance of Development Applications)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**Section 2. DEFINITIONS**

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

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

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

### **Section 3. APPLICABILITY**

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

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

### **Section 4. PURPOSE**

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

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

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

#### **Section 5. ENACTMENT**

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

#### **Section 6. DURATION**

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

#### **Section 7. EXTENSION**

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

#### **Section 8. EXCEPTIONS AND EXEMPTIONS**

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

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

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

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

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

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

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

## **Section 9. DETERMINATIONS AND APPEALS**

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

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

**B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.

**C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

#### **Section 10. REPEALER**

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

#### **Section 11. SEVERABILITY**

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

#### **Section 12. ENFORCEMENT**

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

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

#### **Section 13. PROPER NOTICE AND MEETING**

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

#### **Section 14. EFFECTIVE DATE**

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

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

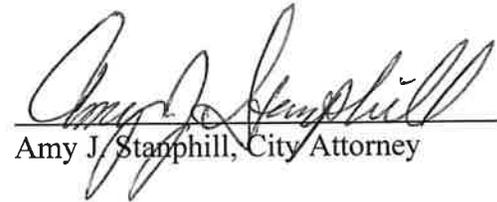


  
Lee Pettle, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

  
Patti Scott Grey, City Secretary

  
Amy J. Stanphill, City Attorney

## ATTACHMENT A

### PERMITS SUBJECT TO MORATORIUM

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

### PERMITS NOT SUBJECT TO MORATORIUM

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

ATTACHMENT B

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

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

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

November 7, 2023

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

Re: Water Projections

Dear Mr. Olson:

The water system is now experiencing fall and winter demand that is well below the peak demand that occurred in the summer of 2023. We completed a demand study from records received for August 2023. The day of maximum pumpage was determined and selected records were received from the city. The water records from the City show Friday, August 18<sup>th</sup> as being the day of maximum usage. This day exceeded demands reported in our August 10, 2023, letter in connection with the moratorium. We reviewed the hourly records on the day of maximum usage and have tabulated those hourly results. Based on the number of September 2023 connections of 2,108 and a per unit density of 2.79 persons per unit calculates a population of 5,882. For August 18<sup>th</sup>, the maximum daily demand was 4,242,888 gallons which equates to a per capita demand of 721 gallons per capita. The maximum hourly demand occurred at 6 AM at a rate of 1,236 gallons per capita. Since the September analysis of water usage, 11 additional homes have been brought online.

To meet the demand placed on the system all pumps at the Eastside Pump Station were in use. The design of a pump station to conform to the TCEQ requirements has the largest pump out at any given time as it is the backup pump in the event any of the three remaining pumps fail. Although the system performed during the summer of 2023, we recommend during the fall the city have the pumps and electrical switch gear checked out and flow test be run to determine if any work is required to minimize the probability of a pump or switch gear failure next summer in the event the new supply to the Central Pump Station is not in place.

We recommend no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station. In addition, we recommend the city consider more rigid water management requirements in an attempt eliminate the need to routinely run the backup pump to meet water demands.

We are available at your convenience to discuss our findings and recommendations.

Sincerely,



John W. Birkhoff, P.E.

**ORDINANCE NO. 2023-846**

***(Extension of Temporary Moratorium on Acceptance of Development Applications)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**Section 2. DEFINITIONS**

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

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

### **Section 3. APPLICABILITY**

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

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

### **Section 4. PURPOSE**

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

- A. Review the City’s policies on the acceptance of applications for municipal Permits for construction or development;
- B. Update the City’s permitting and planning requirements and processes for utility and water infrastructure;
- C. Obtain and review public input and expert guidance; and
- D. Update the City’s water utility infrastructure and supply.

## **Section 5. ENACTMENT**

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

## **Section 6. DURATION**

The duration of the extension of this temporary moratorium shall be for a period of ninety (90) days from September 3, 2003, the expiration of the previously adopted extension, after enactment of this Ordinance to December 2, 2023, or repeal of this Ordinance by the City, whichever is sooner..

## **Section 7. EXTENSION**

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

## **Section 8. EXCEPTIONS AND EXEMPTIONS**

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

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

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

2. **Ongoing Projects.** The temporary moratorium extended by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider the implementation of a temporary moratorium. The provisions of this

Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved water plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.

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

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

## **Section 9. DETERMINATIONS AND APPEALS**

**A. Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.

**B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.

**C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

**Section 10. REPEALER**

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

**Section 11. SEVERABILITY**

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

**Section 12. ENFORCEMENT**

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

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

**Section 13. PROPER NOTICE AND MEETING**

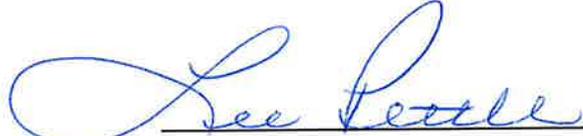
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and a public hearing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

**Section 14. EFFECTIVE DATE**

This Ordinance shall be effective upon its approved execution and shall extend the moratorium for 90 days from the final day of the previously extended term of the temporary moratorium, which is September 3, 2023, to December 2, 2023.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 15TH DAY OF AUGUST 2023.**

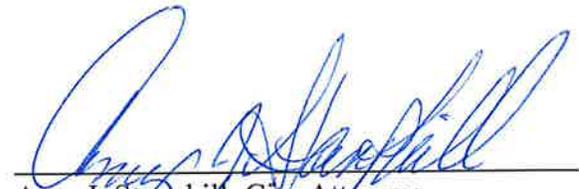


  
Lee Pettle, Mayor

ATTEST:

  
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

  
Amy J. Stanphill, City Attorney

## ATTACHMENT A

### PERMITS SUBJECT TO MORATORIUM

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

### PERMITS NOT SUBJECT TO MORATORIUM

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- Contractor Registration Form
- Grandfathered Status Request/Appeal
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- Building Addition Permit
- Accessory Structure Permit
- Demolition Permit
- Asbestos Compliance Statement
- Pyrotechnics/Fireworks Application
- Certificates of Occupancy Application
- Any Fire Permits
- Swimming Pool Permit

## ATTACHMENT B

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

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JOHN W. BIRKHOFF, P.E.  
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CRAIG M. KERKHOFF, P.E.  
JUSTIN R. IVY, P.E.  
COOPER E. REINBOLD, P.E.

August 10, 2022

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

Re: Water Projections - July 2023

Dear Mr. Olson:

We have completed a preliminary demand study from records received for the summer of 2023. The day of maximum pumpage was determined and selected records were received from the city. The water records from the City show Friday, June 30<sup>th</sup> as being the day of maximum usage. We reviewed the hourly records on the day of maximum usage and have tabulated those hourly results. Based on the number of current connections of 2,108 (41 additional meters from a year ago) and a per unit density of 2.79 persons per unit calculates a population of 5,882 (115 additional people from a year ago). For June 30<sup>th</sup> the maximum daily demand was 3,917,493 gallons which equates to a per capita demand of 666.0 gallons per capita. The maximum hourly demand occurred at 6 AM at a rate of 1,078.2 gallons per capita. The attached exhibits show how water was used on June 30, 2023, hour by hour and how the levels in the tanks fluctuated throughout the day.

The current North Texas Municipal Water District (NTMWD) contract allocates a maximum supply of 3.5 million gallons per day (MGD). By the current NTMWD contract, the NTMWD can provide the city 2.5(peak factor) times the average day volume. From August 1, 2022, through June 30, 2023 (11 months), the NTMWD supplied the City of Parker 591,630,000 gallons or an average volume of 1,771,347 gallons per day. Based on the 11 month average a peak flow rate of 4.43 MGD can be supplied by the NTMWD. On June 30<sup>th</sup> the city received a supply of 3.92 MGD from the NTMWD.

Based on the per capita demands experienced during the summer of 2022 and 2023, the City has exceeded its contractual NTMWD supply of 3.5 MGD. NTMWD was able to supply the peak demand experienced by the City of Parker.

Based on the 2023 peak usage being consistent with the 2022 peak usage, we recommend no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station.

We are available at your convenience to discuss our findings and recommendations.

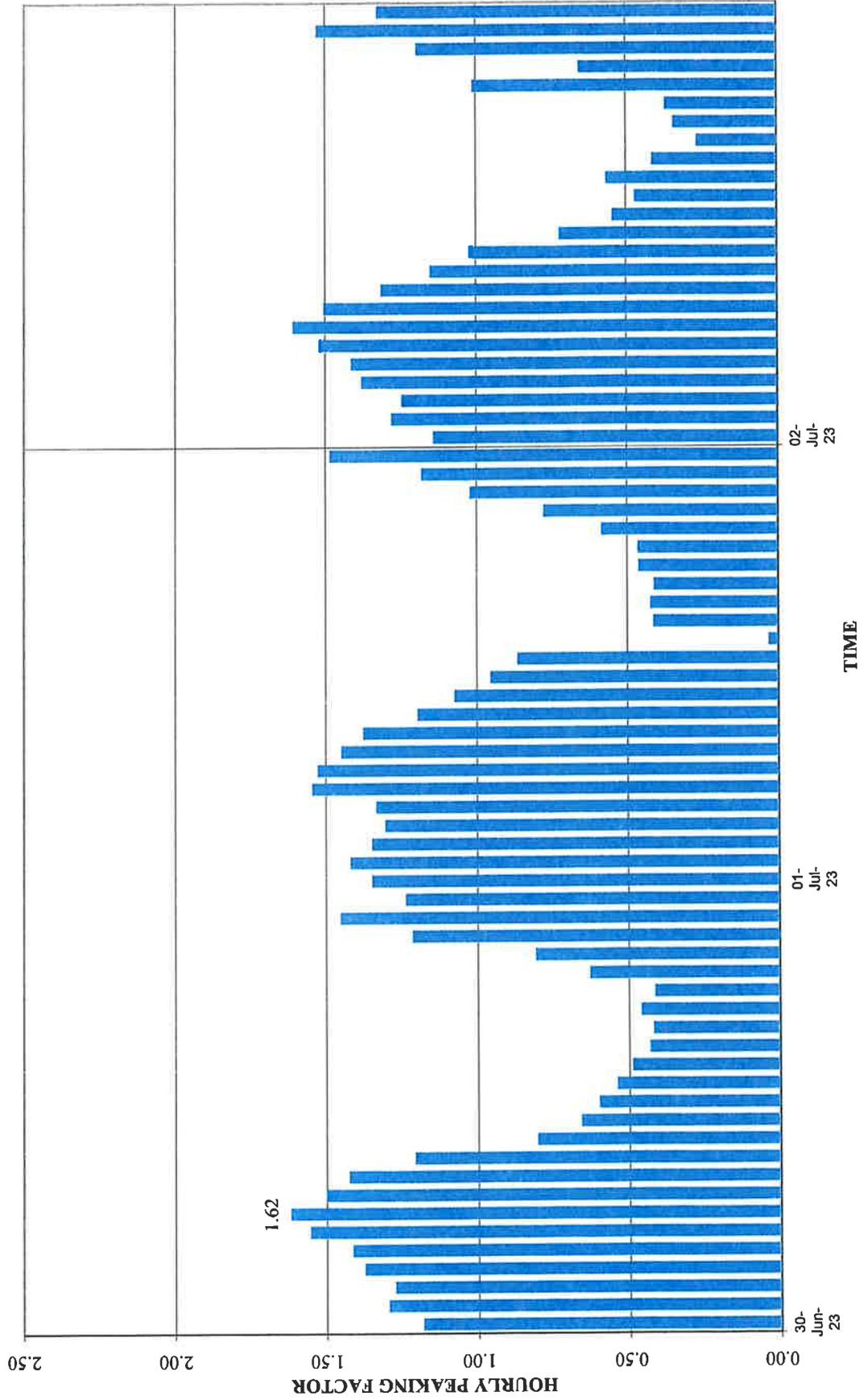
Sincerely,



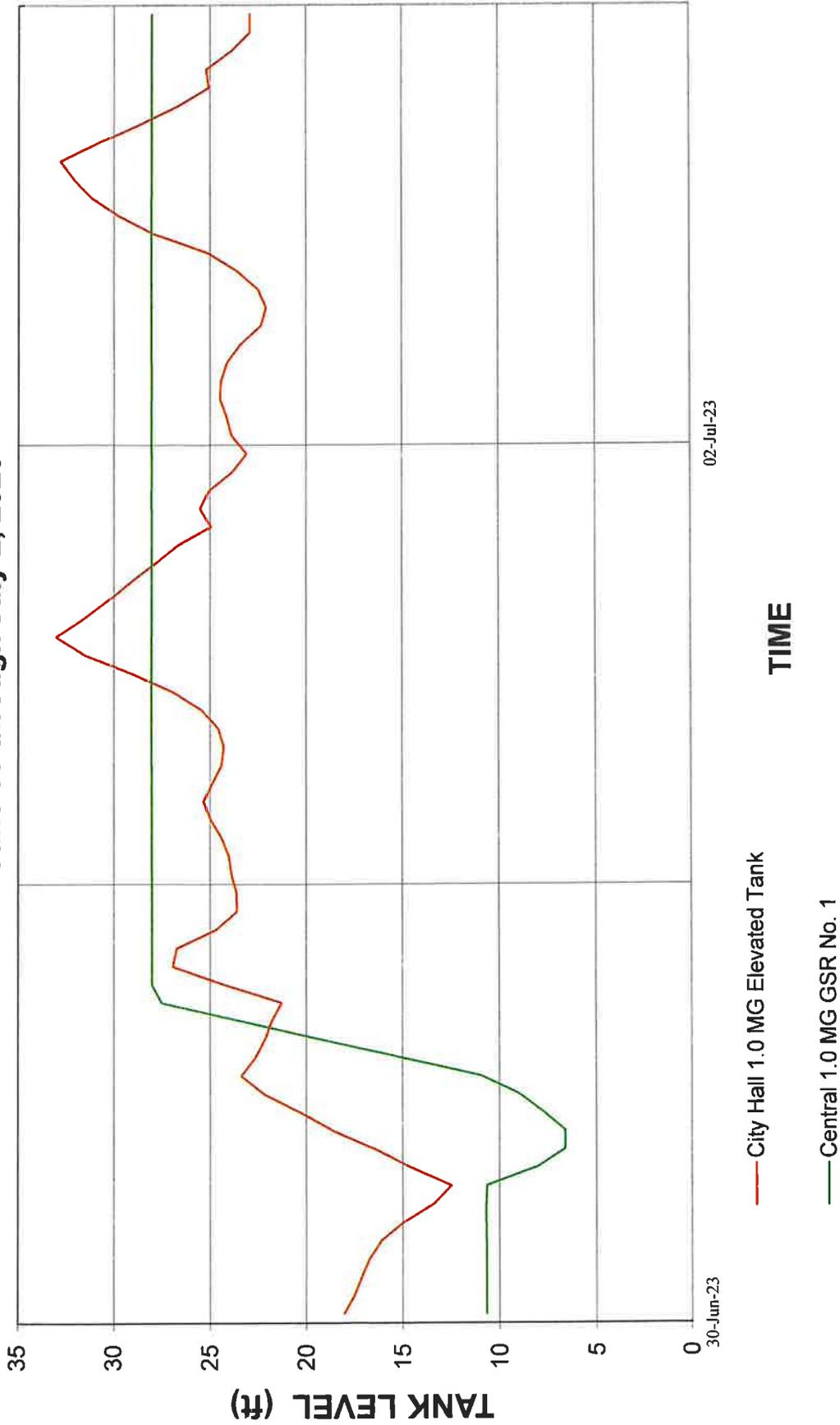
John W. Birkhoff, P.E.



**CITY OF PARKER, TEXAS  
DEMAND CURVE  
July 6 through July 9, 2022**



### CITY OF PARKER, TEXAS HOURLY TANK LEVELS June 30 through July 2, 2023





**ORDINANCE NO. 844**

***(Extension of Temporary Moratorium on Acceptance of Development Applications)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the notice for an additional extension of the temporary moratorium was published in the newspaper for a public hearing at City Council; and

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

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**Section 2. DEFINITIONS**

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

- A. **“Essential Public Facilities”** means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.
- B. **“Permit”** means a license, certificate, approval, registration, consent, permit, contract, or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a

regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought

- C. **“Project”** means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.
- D. **“Property Development”** means the construction, reconstruction, or other alteration or improvement of buildings or the subdivision or replatting of a subdivision of property.

### **Section 3. APPLICABILITY**

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

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

### **Section 4. PURPOSE**

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

- A. Review the City’s policies on the acceptance of applications for municipal Permits for construction or development;
- B. Update the City’s permitting and planning requirements and processes for utility and water infrastructure;
- C. Obtain and review public input and expert guidance; and
- D. Update the City’s water utility infrastructure and supply.

### **Section 5. ENACTMENT**

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

### **Section 6. DURATION**

The duration of the extension of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

### **Section 7. EXTENSION**

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

### **Section 8. EXCEPTIONS AND EXEMPTIONS**

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

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

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

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

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

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

## **Section 9. DETERMINATIONS AND APPEALS**

- A. Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

**Section 10. REPEALER**

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

**Section 11. SEVERABILITY**

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

**Section 12. ENFORCEMENT**

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

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

**Section 13. PROPER NOTICE AND MEETING**

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

**Section 14. EFFECTIVE DATE**

This Ordinance shall be effective upon the final day of the previously extended term of the temporary moratorium which is June 5, 2023 and shall extend the moratorium for 90 days.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 23RD DAY OF MAY 2023.**



  
Lee Pettle, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

  
Patti Scott Grey, City Secretary

  
Amy J. Stanphill, City Attorney

## ATTACHMENT A

### PERMITS SUBJECT TO MORATORIUM

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JUSTIN R. IVY, P.E.  
COOPER E. REINBOLD, P.E.

May 16, 2023

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

Re: Water Projections

Dear Mr. Olson:

As summer approaches, we anticipate an increase in the peak water demand as the City experienced in 2022 due to the additional residential homes constructed. During the summer of 2022 the NTMWD supplied the city with a maximum daily rate 3.84 MGD on the day of peak usage. This is in excess of the contract rate of 3.5 MGD. Below is a summary of the summer data presented at the first council meeting in September:

The current North Texas Municipal Water District (NTMWD) contract allocates a maximum supply of 3.5 million gallons per day (MGD). For the month ending July 31<sup>st</sup> the NTMWD supplied the City of Parker 119,031,000 gallons or an average of 3.84 MGD. From August 1, 2021, thru July 31, 2022, the NTMWD supplied the City of Parker 633,119,000 gallons or an average volume of 1,734,573 gallons per day. By the current NTMWD contract the NTMWD can provide the city 2.5 (peak factor) times the average day volume. For July of 2022 the average to maximum day peaking factor was. 2.21.

From December 1, 2022, through May 12, 2023, 38 additional homes have been brought online. The city projects over the next 60 to 90 days an additional 7 homes will be brought online. Those 45 homes equate to approximately 137 people.

Based on the summer of 2022 records, we recommend no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station. Further, we recommend the city develop water management controls that would be incorporated in a water management plan along with an educational component to the citizens. Until a new contract is executed with the NTMWD hot dry summers will stress the distribution system beyond its capacity. Water management controls will need to be implemented to minimize the impacts of demand being greater than supply.

We are available at your convenience to discuss our findings and recommendations.

Sincerely,

Craig M. Kerkhoff, P.E., C.F.M.

**ORDINANCE NO. 839**

***(Extension of Temporary Moratorium on Acceptance of Development Applications)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the notice for an additional extension of the temporary moratorium was published in the newspaper for a public hearing at City Council; and

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

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**Section 2. DEFINITIONS**

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

- A. **“Essential Public Facilities”** means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.
- B. **“Permit”** means a license, certificate, approval, registration, consent, permit, contract, or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought

- C. **“Project”** means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.
- D. **“Property Development”** means the construction, reconstruction, or other alteration or improvement of buildings or the subdivision or replatting of a subdivision of property.

### **Section 3. APPLICABILITY**

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

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

### **Section 4. PURPOSE**

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

- A. Review the City’s policies on the acceptance of applications for municipal Permits for construction or development;
- B. Update the City’s permitting and planning requirements and processes for utility and water infrastructure;
- C. Obtain and review public input and expert guidance; and
- D. Update the City’s water utility infrastructure and supply.

### **Section 5. ENACTMENT**

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

### **Section 6. DURATION**

The duration of the extension of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

## Section 7. EXTENSION

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

## Section 8. EXCEPTIONS AND EXEMPTIONS

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

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

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

2. **Ongoing Projects.** The temporary moratorium extended by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider the implementation of a temporary moratorium. The provisions of this Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved water plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.
3. **Grandfathered Projects.** The temporary moratorium extended by this Ordinance shall not apply to Projects that are grandfathered as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for

review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after February 25, 2022, then a new request is not required to meet this exception. New permits applied for as part of a previously vested Project may proceed once an exception is applied for and approved as described herein.

4. **Development Agreement.** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, water, wastewater, and development rules pursuant to Texas Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New Permits applied for as part of a Development Agreement Project may proceed once an exception is applied for and approved as described herein.

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

## **Section 9. DETERMINATIONS AND APPEALS**

- A. Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

## **Section 10. REPEALER**

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

**Section 11. SEVERABILITY**

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

**Section 12. ENFORCEMENT**

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

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

**Section 13. PROPER NOTICE AND MEETING**

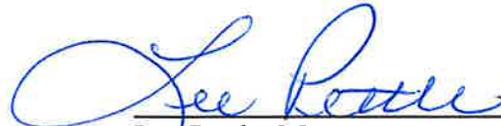
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and a public hearing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

**Section 14. EFFECTIVE DATE**

This Ordinance shall be effective upon the final day of the previously extended term of the temporary moratorium which is March 7, 2023 and shall extend the moratorium for 90 days.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 21ST DAY OF FEBRUARY 2023.**



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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

  
\_\_\_\_\_  
Catherine Clifton, Interim City Attorney

## **ATTACHMENT A**

### **PERMITS SUBJECT TO MORATORIUM**

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

### **PERMITS NOT SUBJECT TO MORATORIUM**

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

**ORDINANCE NO. 833*****(Extension of Temporary Moratorium on Acceptance of Development Applications)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the notice for an additional extension of the temporary moratorium was published in the newspaper for a public hearing at City Council; and

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

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**Section 2. DEFINITIONS**

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

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

- D. **“Property Development”** means the construction, reconstruction, or other alteration or improvement of buildings or the subdivision or replatting of a subdivision of property.

### **Section 3. APPLICABILITY**

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

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

### **Section 4. PURPOSE**

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

- A. Review the City’s policies on the acceptance of applications for municipal Permits for construction or development;
- B. Update the City’s permitting and planning requirements and processes for utility and water infrastructure;
- C. Obtain and review public input and expert guidance; and
- D. Update the City’s water utility infrastructure and supply.

### **Section 5. ENACTMENT**

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

### **Section 6. DURATION**

The duration of the extension of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

### **Section 7. EXTENSION**

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

## **Section 8. EXCEPTIONS AND EXEMPTIONS**

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

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

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

2. **Ongoing Projects.** The temporary moratorium extended by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider the implementation of a temporary moratorium. The provisions of this Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved water plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.
3. **Grandfathered Projects.** The temporary moratorium extended by this Ordinance shall not apply to Projects that are grandfathered as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status

Determination Request has been finalized by staff on or after February 25, 2022, then a new request is not required to meet this exception. New permits applied for as part of a previously vested Project may proceed once an exception is applied for and approved as described herein.

4. **Development Agreement.** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, water, wastewater, and development rules pursuant to Texas Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New Permits applied for as part of a Development Agreement Project may proceed once an exception is applied for and approved as described herein.

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## **Section 9. DETERMINATIONS AND APPEALS**

- A. Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

## **Section 10. REPEALER**

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

## **Section 11. SEVERABILITY**

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

**Section 12. ENFORCEMENT**

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

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

**Section 13. PROPER NOTICE AND MEETING**

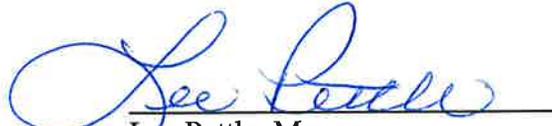
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and a public hearing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

**Section 14. EFFECTIVE DATE**

This Ordinance shall be effective upon the final day of the previously extended term of the temporary moratorium which is December 6, 2022 and shall extend the moratorium for 90 days.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 6TH DAY OF DECEMBER 2022.**



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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

  
\_\_\_\_\_  
Larence M. Lansford, III, City Attorney

## ATTACHMENT A

### PERMITS SUBJECT TO MORATORIUM

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

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- Contractor Registration Form
- Grandfathered Status Request/Appeal
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- On Site Sewage Facility Permit Application
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- Any Fire Permits
- Swimming Pool Permit



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### PUBLIC HEARING NOTICE FOR CONSIDERATION OF AN EXTENSION

Public Hearing Notice for Consideration of an Extension of the Moratorium on New Development

Pursuant to Texas Local Government Code Chapter 212, there will be a public hearing by the City of Parker's City Council concerning an extension of the temporary moratorium on the acceptance, review, and approvals necessary for the subdivision, site planning, development, or construction within the city limits and extraterritorial jurisdiction of the City of Parker, originally enacted Friday, March 11, 2022, at a scheduled meeting on Tuesday, December 6, 2022 beginning at 7:00 p.m., followed by discussion and possible action on the proposed ordinance by the Council regarding the same. The Public Hearing will be held at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002. Contact Public Works Director Gary Machado at (972) 442-6811 for more information or to comment regarding the proposed moratorium at any time before the public hearing.

Appeared in: *The Dallas Morning News* on Friday, 11/18/2022

Select notice to print

### NOTICE IS HEREBY GIVEN THAT THE GARLAND CITY COUNCIL OF

Notice is hereby given that the Garland City Council of the City of Garland, Texas, will hold a public hearing at 7:00 P.M. Tuesday, December 6, 2022 in the Council Chambers of William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the following applications:

Consideration of the application of Atlantic Urbana Acquisition Company II, LLC, requesting approval of 1) a Change in Zoning from Planned Development (PD) District 19-40 for Single-Family Use to a Planned Development (PD) District for Multi-Family-1 (MF-1) Use and 2) a Detail Plan for Multi-Family development. This property is located at 2201 East Miller Road and 2370 East Centerville Road. (District 2) (File Z 21-45)

Consideration of the application of JC Collision, requesting approval of 1) a Specific Use Provision for Automobile Sales, New or Used and 2) a Plan for Automobile Sales, New or Used on a property zoned Industrial (IN) District. This property is located at 2905 Forest Lane. (District 6) (File Z 22-39)

Consideration of the application of Digital Garland Ferris, LP, requesting approval of a Detail Plan for a Data Center. This item may include amendments to Planned Development (PD) District 20-17. This property is located at 805 Holford Road. (District 1) (File Z 22-47)

Appeared in: *The Dallas Morning News* on Sunday, 11/20/2022

Select notice to print

### NOTICE OF PUBLIC HEARING ON OCTOBER1, 2021, THE CITY OF



#### NOTICE OF PUBLIC HEARING

On October1, 2021, the City of Carrollton received \$834,928 of Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD). In accordance with federal regulation, these funds were used for the principal benefit of persons of low to moderate income in Carrollton.

The City of Carrollton is currently in the process of preparing a final Consolidated Annual Performance and Evaluation Report (CAPER) for the 2021 program year. This document reviews and reports on the on the accomplishments of the Carrollton CDBG program for the period spanning October 1, 2021, through September 30, 2022. A draft copy of the report is available for public review at City Hall, 1945 E. Jackson Road, Carrollton, Texas in the Environmental Services Department within the Community Development Program. A digital copy is also available online at <https://www.cityofcarrollton.com>.

The city will hold two public hearings to receive comments on the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2021 Program year. The first public hearing will be held before the Neighborhood Advisory Commission at 6:30pm on Thursday, November 10, 2022, in the City Hall Council Chambers. The second public hearing will be held before the Carrollton City Council at 7pm on Tuesday, December 6, 2022.

If you are unable to attend, you may submit written comments and/or ideas to the following address:

City of Carrollton  
c/o Brian Passwaters  
Environmental Services  
1945 E. Jackson Road  
Carrollton, TX 75006

You may submit your comments by email at: [community.development@cityofcarrollton.com](mailto:community.development@cityofcarrollton.com)

PHONE: (972) 466-5727  
FAX: (972) 466-3175

Appeared in: *The Dallas Morning News* on 10/23/2022 and 11/06/2022

Select notice to print

### 22-0007 CITY OF DALLAS ORDINANCES THE DALLAS CITY COUNCIL

22-0007  
CITY OF DALLAS ORDINANCES

The Dallas city council passed the following ordinances at a meeting of the city council on November 9, 2022. This ordinance becomes effective with this publication in accordance with the city charter.

Ordinance No. 32342

An ordinance amending Chapter 34, "Personnel Rules," of the Dallas City Code by amending Sections 34-9 and 34-25; allowing holiday pay for temporary employees; providing a saving clause; providing a severability clause; and providing an effective date.

Ordinance No. 32343



AFFIDAVIT OF PUBLICATION

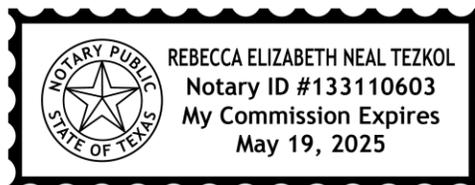
STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Mert Tezkol, advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

**CITY OF PARKER AD# 1837491**  
was published in The Dallas Morning News

DATE PUBLISHED  
November 18, 2022



A handwritten signature in blue ink, appearing to read "Mert Tezkol".

Mert Tezkol

November 18, 2022

A handwritten signature in blue ink, appearing to read "Rebecca E. Tezkol".

(Notary Public)

**ORDINANCE NO. 824*****(Extension of Temporary Moratorium on Acceptance of Development Applications)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City continues to take actions to increase the water supply of the City of Parker, but until actions can be finalized to increase the water capacity, allowing for additional water service connections to the Parker water service area will only exacerbate the situation; and

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

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

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

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

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

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

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

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

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

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

WHEREAS, the notice for an additional extension of the temporary moratorium was published in the newspaper for a public hearing at City Council; and

WHEREAS, based on the updated findings contained herein, information provided by City staff, and the evidence submitted at public hearings, the City Council has determined that existing development ordinances and regulations and other applicable laws are inadequate to prevent

existing essential public water facilities from exceeding capacity, thereby being detrimental to the public health, safety, and welfare of the residents of Parker; and

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**Section 2. DEFINITIONS**

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City’s Code of Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

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

**Section 3. APPLICABILITY**

The City of Parker hereby enacts this Ordinance in order to extend the temporary moratorium enacted on March 11, 2022 on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific

construction and land development activities. This extension of the temporary moratorium applies to all city zoning district uses within the City limits and ETJ.

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

#### **Section 4. PURPOSE**

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

- A. Review the City's policies on the acceptance of applications for municipal Permits for construction or development;
- B. Update the City's permitting and planning requirements and processes for utility and water infrastructure;
- C. Obtain and review public input and expert guidance; and
- D. Update the City's water utility infrastructure and supply.

#### **Section 5. ENACTMENT**

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

#### **Section 6. DURATION**

The duration of the extension of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

#### **Section 7. EXTENSION**

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

#### **Section 8. EXCEPTIONS AND EXEMPTIONS**

- A. **Exceptions.** Any property owner who believes that he or she falls within the below exceptions shall provide notice of the exception at time of application for any permit

with the City-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be determined within the same time period as the administrative completeness check for each Project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Report is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

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

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

2. **Ongoing Projects.** The temporary moratorium extended by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider the implementation of a temporary moratorium. The provisions of this Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved water plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.
3. **Grandfathered Projects.** The temporary moratorium extended by this Ordinance shall not apply to Projects that are grandfathered as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after February 25, 2022, then a new request is not required to meet this exception. New permits applied for as part of a previously vested Project may proceed once an exception is applied for and approved as described herein.
4. **Development Agreement.** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, water, wastewater, and development rules pursuant to Texas Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New Permits applied for as part of a

Development Agreement Project may proceed once an exception is applied for and approved as described herein.

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

## **Section 9. DETERMINATIONS AND APPEALS**

- A. Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
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In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance shall control.

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## **Section 12. ENFORCEMENT**

The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary

moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

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

**Section 13. PROPER NOTICE AND MEETING**

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

**Section 14. EFFECTIVE DATE**

This Ordinance shall be effective upon the final day of the previously extended term of the temporary moratorium which is September 7, 2022 and shall extend the moratorium for 90 days.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 6TH DAY OF SEPTEMBER 2022.**



Lee Pettle, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Patti Scott Grey, City Secretary

Larence M. Lansford, III, City Attorney

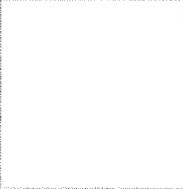
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**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

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

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

September 2, 2022

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

Re: Water Projections

Dear Mr. Olson:

We have completed a demand study for the summer of 2022. The summer of 2022 is being ranked in the top 10 hottest summers of record. The 2022 water records from the City shows July 8<sup>th</sup> as being the day of maximum usage for this summer. We reviewed the hourly records for the maximum day and the day before and after and have tabulated those hourly results. Based on the number of current connections of 2067 and a per unit density of 1.89 persons per unit calculates a population of 5,767. For July 8<sup>th</sup> the maximum daily demand was 4,011,949 gallons which equates to a per capita demand of 695.7 gallons per capita. The maximum hourly demand occurred at 10 PM at a rate of 1,190 gallons per capita. The attached exhibits show how water was used on July 8<sup>th</sup> hour by hour and how the levels in the tanks fluctuated throughout the day.

The current North Texas Municipal Water District (NTMWD) contract allocates a maximum supply of 3.5million gallons per day (MGD). For the month ending July 31<sup>st</sup> the NTMWD supplied the City of Parker 119,031,000 gallons or an average of 3.84 MGD. From August 1, 2021, thru July 31, 2022 the NTMWD supplied the City of Parker 633,119,000 gallons or an average volume of 1,734,573 gallons per day. By the current NTMWD contract the NTMWD can provide the city 2.5(peak factor) times the average day volume. For July of 2022 the average to maximum day peaking factor was. 2.21.

Based on the revised per capita demands experienced during the summer of 2022 the City has exceeded its contractual NTMWD supply of 3.5 MGD, however the peaking factor between average demand and peak demand was not exceeded (2.21 versus 2.5 ) The summer of 2022 shows the NTMWD was able to supply the peak demand experienced by the City of Parker.

Based on approved lots an additional 797 lots remain to be completed. Those 797 lots equates to a population of approximately 2,224 and a maximum daily demand of 1.55 MGD for a systemwide maximum daily demand of 5.6MGD.

Based on the summer of 2022 records, we recommend no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station. Further, we recommend that the city review the hourly usage records in depth and determine methods to better manage water and its peak use.

We are available at your convenience to discuss our findings and recommendations.

Sincerely,



John W. Birkhoff, P.E.

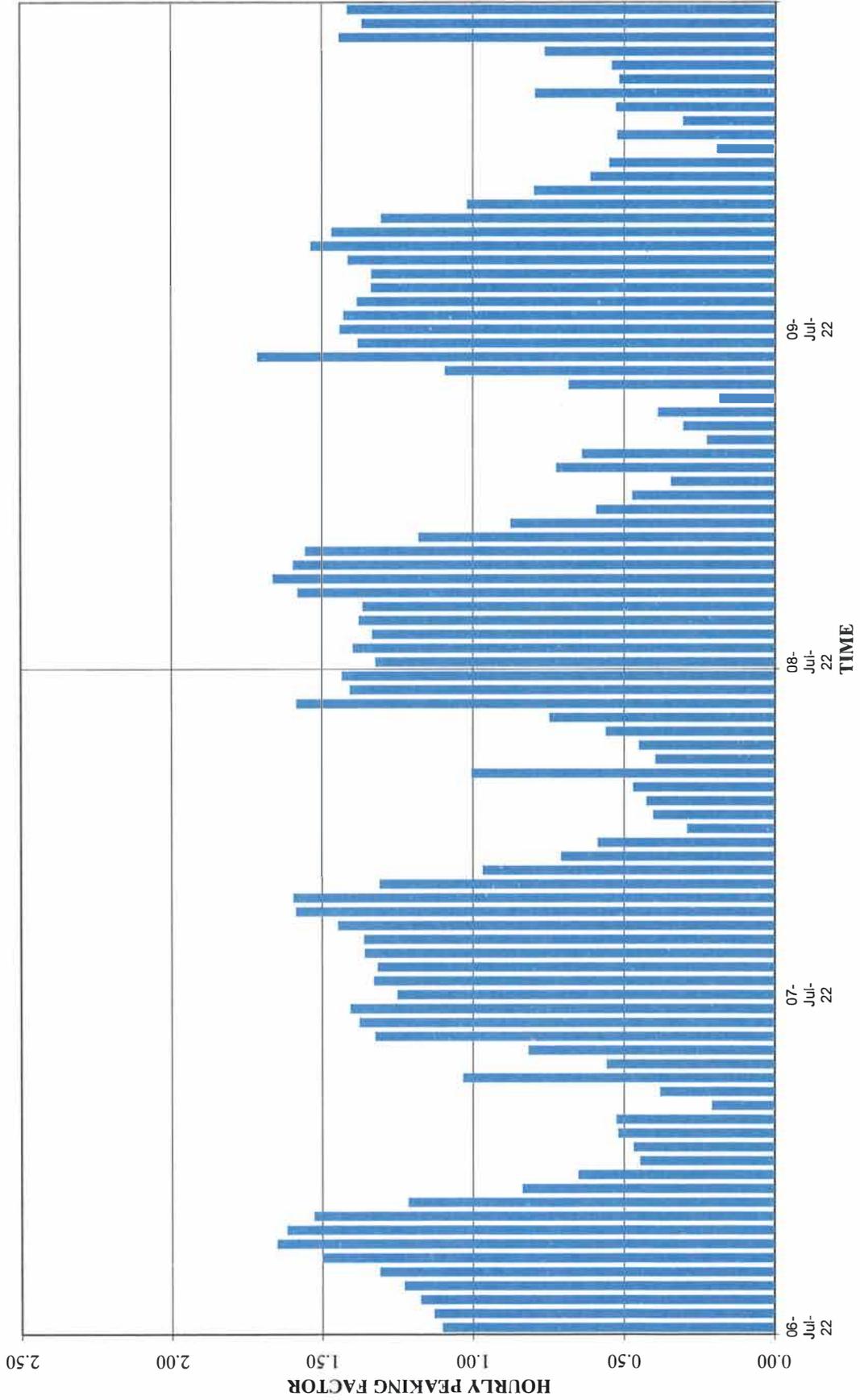
TABLE 1: CITY OF PARKER - DEMAND STUDY RESULTS  
July 6 - July 9, 2022

DATE	Time (hr)	Total Hourly Pumpage (GAL)	Volume into Elev. Storage (GAL)	Volume out of Elev. Storage (GAL)	Difference Between Vol. into Elev. Stor. & Out of Elev Storage (GAL) ( ) Represents Refill Deficiency	Net System Demand (GAL)	Net System Hour Demand (gal/day)	HOURLY PEAKING FACTOR
July 6, 2022	0:00	178,159.8	0.0	0.0		178,159.8	4,275,835.2	1.10
	1:00	191,962.2	(9,428.7)	0.0		182,533.5	4,380,804.0	1.13
	2:00	192,854.4	(3,142.9)	0.0		189,711.5	4,553,076.0	1.17
	3:00	192,328.2	0.0	6,285.8		198,614.0	4,766,736.0	1.23
	4:00	195,819.0	0.0	15,714.5		211,533.5	5,076,804.0	1.31
	5:00	198,577.2	0.0	44,000.6		242,577.8	5,821,867.2	1.50
	6:00	200,751.6	0.0	66,000.9		266,752.5	6,402,060.0	1.65
	7:00	201,770.4	0.0	59,715.1		261,485.5	6,275,652.0	1.62
	8:00	199,618.8	0.0	47,143.5		246,762.3	5,922,295.2	1.53
	9:00	193,255.2	0.0	3,142.9		196,398.1	4,713,554.4	1.21
	10:00	188,757.6	(53,644.0)	0.0		135,113.6	3,242,725.3	0.84
	11:00	186,994.8	(81,715.4)	0.0		105,279.4	2,526,705.6	0.65
	12:00	182,176.8	(110,001.5)	0.0		72,175.3	1,732,207.2	0.45
	13:00	190,084.8	(117,836.0)	3,357.6		75,606.4	1,814,554.7	0.47
	14:00	165,227.4	(81,173.9)	0.0		84,053.5	2,017,284.0	0.52
	15:00	98,962.2	(13,989.6)	0.0		84,972.6	2,039,342.4	0.53
	16:00	0.0	0.0	33,705.0		33,705.0	808,920.0	0.21
	17:00	0.0	0.0	61,458.5		61,458.5	1,475,004.0	0.38
	18:00	92,896.8	0.0	74,051.4		166,948.2	4,006,756.8	1.03
	19:00	99,202.8	(9,055.5)	0.0		90,147.3	2,163,535.2	0.56
	20:00	101,125.2	0.0	30,887.8		132,013.0	3,168,312.0	0.82
	21:00	179,578.8	0.0	34,523.9		214,102.7	5,138,464.8	1.32
	22:00	194,262.6	0.0	28,286.1		222,548.7	5,341,168.8	1.38
	23:00	208,478.4	0.0	18,857.4		227,335.8	5,456,059.2	1.41
<b>TOTAL</b>		<b>3,832,845.0</b>	<b>(479,987.5)</b>	<b>527,131.0</b>	<b>(47,143.5)</b>	<b>DAILY DEMAND 3,879,988.5</b>		
July 7, 2022	0:00	209,163.6	0.0	0.0		209,163.6	5,019,926.4	1.25
	1:00	209,552.4	0.0	12,571.6		222,124.0	5,330,976.0	1.33
	2:00	210,594.0	0.0	9,428.7		220,022.7	5,280,544.8	1.32
	3:00	211,486.8	0.0	15,714.5		227,201.3	5,452,831.2	1.36
	4:00	211,864.2	0.0	15,714.5		227,578.7	5,461,888.8	1.36
	5:00	213,615.6	0.0	28,286.1		241,901.7	5,805,640.8	1.45
	6:00	215,091.6	0.0	50,286.4		265,378.0	6,369,072.0	1.59
	7:00	213,375.0	0.0	53,429.3		266,804.3	6,403,303.2	1.60
	8:00	208,968.6	(47,143.5)	57,080.0		218,905.1	5,253,722.5	1.31
	9:00	189,249.6	(88,001.2)	60,437.6		161,686.0	3,880,465.2	0.97
	10:00	184,225.2	(119,430.2)	53,722.4		118,517.4	2,844,416.5	0.71
	11:00	178,583.4	(134,060.8)	53,722.4		98,245.0	2,357,878.9	0.59
	12:00	69,824.4	(71,476.5)	50,364.7		48,712.6	1,169,102.6	0.29
	13:00	0.0	0.0	67,487.9		67,487.9	1,619,708.5	0.40
	14:00	0.0	0.0	71,247.2		71,247.2	1,709,931.7	0.43
	15:00	0.0	0.0	78,555.7		78,555.7	1,885,337.8	0.47
	16:00	99,637.8	0.0	68,289.4		167,927.2	4,030,252.8	1.00
	17:00	101,548.8	(35,289.8)	0.0		66,259.0	1,590,216.0	0.40
	18:00	100,393.2	(25,070.3)	0.0		75,322.9	1,807,749.6	0.45
	19:00	101,766.0	(7,929.3)	0.0		93,836.7	2,252,080.8	0.56
	20:00	103,116.6	0.0	21,786.0		124,902.6	2,997,662.4	0.75
	21:00	177,930.6	0.0	87,121.1		265,051.7	6,361,240.8	1.59
	22:00	194,548.8	0.0	40,857.7		235,406.5	5,649,756.0	1.41
	23:00	208,282.2	0.0	31,429.0		239,711.2	5,753,068.8	1.43
<b>TOTAL</b>		<b>3,612,818.4</b>	<b>(528,401.6)</b>	<b>927,532.1</b>	<b>(399,130.5)</b>	<b>DAILY DEMAND 4,011,948.9</b>		
July 8, 2022	0:00	208,133.4	0.0	12,571.6		220,705.0	5,296,920.0	1.32
	1:00	211,143.6	0.0	22,000.3		233,143.9	5,595,453.6	1.40
	2:00	209,941.8	0.0	12,571.6		222,513.4	5,340,321.6	1.33
	3:00	207,961.8	0.0	22,000.3		229,962.1	5,519,090.4	1.38
	4:00	208,888.8	0.0	18,857.4		227,746.2	5,465,908.8	1.37
	5:00	213,444.0	0.0	50,286.4		263,730.4	6,329,529.6	1.58
	6:00	214,599.6	0.0	62,858.0		277,457.6	6,658,982.4	1.66
	7:00	215,950.2	0.0	50,286.4		266,236.6	6,389,678.4	1.60
	8:00	215,434.8	0.0	44,000.6		259,435.4	6,226,449.6	1.56
	9:00	206,634.0	(9,643.4)	0.0		196,990.6	4,727,773.3	1.18
	10:00	202,513.8	(56,572.2)	0.0		145,941.6	3,502,598.4	0.87
	11:00	199,412.4	(100,572.8)	0.0		98,839.6	2,372,150.4	0.59
	12:00	195,235.2	(116,287.3)	0.0		78,947.9	1,894,749.6	0.47
	13:00	188,895.0	(134,555.5)	3,357.6		57,697.1	1,384,731.5	0.35
	14:00	206,565.6	(201,458.8)	115,698.1		120,804.9	2,899,316.8	0.72
	15:00	209,575.2	(282,042.4)	179,145.3		106,678.1	2,560,275.2	0.64
	16:00	194,857.8	(157,223.3)	0.0		37,634.5	903,227.8	0.23
	17:00	192,099.6	(141,430.5)	0.0		50,669.1	1,216,058.4	0.30
	18:00	189,501.6	(124,765.7)	0.0		64,735.9	1,553,661.6	0.39
	19:00	100,919.4	(70,149.0)	0.0		30,770.4	738,489.6	0.18
	20:00	100,873.8	0.0	13,143.6		114,017.4	2,736,417.6	0.68
	21:00	104,215.2	0.0	78,150.2		182,365.4	4,376,769.6	1.09
	22:00	179,109.6	0.0	106,763.8		285,873.4	6,860,961.6	1.71
	23:00	195,738.6	0.0	34,571.9		230,310.5	5,527,452.0	1.38
<b>TOTAL</b>		<b>4,571,644.8</b>	<b>(1,394,701.0)</b>	<b>826,263.1</b>	<b>568,437.8</b>	<b>DAILY DEMAND 4,003,207.0</b>		

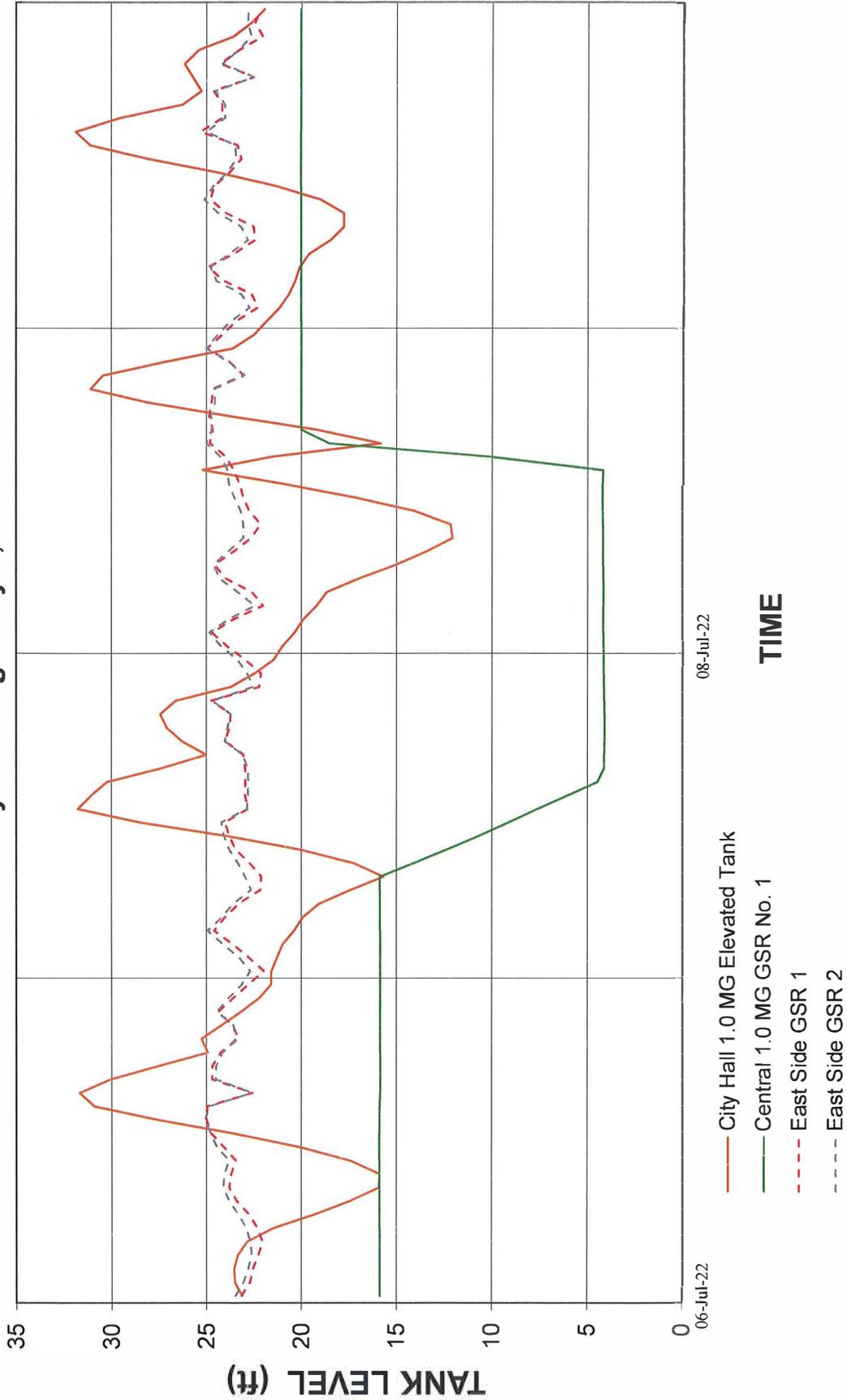
TABLE 1: CITY OF PARKER - DEMAND STUDY RESULTS  
July 6 - July 9, 2022

DATE	Time (hr)	Total Hourly Pumpage (GAL)	Volume into Elev. Storage (GAL)	Volume out of Elev. Storage (GAL)	Difference Between Vol. into Elev. Stor. & Out of Elev Storage (GAL) ( ) Represents Refill Deficiency	Net System Demand (GAL)	Net System Hour Demand (gal/day)	HOURLY PEAKING FACTOR
July 9, 2022	0:00	211,292.4	0.0	22,000.3		233,292.7	5,599,024.8	1.44
	1:00	209,254.8	0.0	22,000.3		231,255.1	5,550,122.4	1.43
	2:00	208,339.2	0.0	15,714.5		224,053.7	5,377,288.8	1.38
	3:00	207,080.4	0.0	9,428.7		216,509.1	5,196,218.4	1.34
	4:00	210,090.6	0.0	6,285.8		216,376.4	5,193,033.6	1.34
	5:00	213,237.6	0.0	15,714.5		228,952.1	5,494,850.4	1.41
	6:00	214,062.0	0.0	34,571.9		248,633.9	5,967,213.6	1.53
	7:00	212,391.0	0.0	25,143.2		237,534.2	5,700,820.8	1.47
	8:00	211,155.0	0.0	0.0		211,155.0	5,067,720.0	1.30
	9:00	206,016.0	(40,857.7)	0.0		165,158.3	3,963,799.2	1.02
	10:00	201,426.6	(72,286.7)	0.0		129,139.9	3,099,357.6	0.80
	11:00	196,265.4	(97,333.9)	0.0		98,931.5	2,374,356.0	0.61
	12:00	191,870.4	(102,861.4)	0.0		89,009.0	2,136,216.0	0.55
	13:00	101,217.0	(70,149.0)	0.0		31,068.0	745,632.0	0.19
	14:00	100,404.6	(15,732.0)	0.0		84,672.6	2,032,142.4	0.52
	15:00	0.0	0.0	49,321.5		49,321.5	1,183,716.0	0.30
	16:00	0.0	0.0	85,417.7		85,417.7	2,050,024.8	0.53
	17:00	99,180.0	0.0	29,353.2		128,533.2	3,084,796.8	0.79
	18:00	98,424.6	(14,841.5)	0.0		83,583.1	2,005,994.4	0.52
	19:00	99,305.4	(11,708.3)	0.0		87,597.1	2,102,330.4	0.54
	20:00	99,786.6	0.0	23,581.5		123,368.1	2,960,834.4	0.76
	21:00	177,587.4	0.0	55,808.4		233,395.8	5,601,499.2	1.44
	22:00	193,083.6	0.0	28,286.1		221,369.7	5,312,872.8	1.37
	23:00	207,126.0	0.0	22,000.3		229,126.3	5,499,031.2	1.41
<b>TOTAL</b>		<b>3,868,596.6</b>	<b>(425,770.5)</b>	<b>444,627.9</b>	<b>(18,857.4)</b>	<b>DAILY DEMAND 3,887,454.0</b>		

**CITY OF PARKER, TEXAS  
DEMAND CURVE  
July 6 through July 9, 2022**



### CITY OF PARKER, TEXAS HOURLY TANK LEVELS July 6 through July 9, 2022



**ORDINANCE NO. 815**  
*(Temporary Moratorium on Acceptance of Development Applications)*

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

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

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

WHEREAS, the City has developed a Comprehensive Plan for development within the City and desires to protect its ability to regulate development within its jurisdiction; and

WHEREAS, the City has started the process of revisiting the Comprehensive Plan and studying land use and development in the City limits and ETJ, and issued a Request for Qualifications for a professional land planning firm to provide comprehensive plan and development code services; and

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

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

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

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

WHEREAS, the City will change drastically if continued growth and development should occur under the City's existing Code of Ordinances and Comprehensive Plan, which no longer adequately address concerns about the effect of responsible development in the City and ETJ; and

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

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

WHEREAS, the City has determined that it is necessary to the health, safety, and welfare of the people in the City limits and ETJ to encourage and promote the development and use of the City's water utility and supply systems to serve the water provision needs of the citizens in the City limits and ETJ to prevent failure of water supply within the system; and

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

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

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

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

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

WHEREAS, the City continues to take actions to increase the water supply of the City of Parker, but until actions can be finalized to increase the water capacity, allowing for additional water service connections to the Parker water service area will only exacerbate the situation; and

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

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

WHEREAS, the City desires to study and evaluate the impact of further development, the need for additional water supply and facilities, appropriate zoning districts and district regulations, appropriate land use and water regulations, and issues that will affect future growth and development of the area within its jurisdiction; and

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

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

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

WHEREAS, the City Council is adopting a working plan and time schedule for achieving an updated comprehensive plan and development code as contained herein as **Attachment C**; and

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

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

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

WHEREAS, the notice for the possible extension of the temporary moratorium has been published in the newspaper for a public hearing at City Council; and

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

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**Section 2. DEFINITIONS**

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

- A. **“Essential Public Facilities”** means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.
- B. **“Permit”** means a license, certificate, approval, registration, consent, permit, contract, or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule,

regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought

- C. **“Project”** means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.
- D. **“Property Development”** means the construction, reconstruction, or other alteration or improvement of buildings or the subdivision or replating of a subdivision of property.

### **Section 3. APPLICABILITY**

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

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

### **Section 4. PURPOSE**

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

- A. Assess the short-term and long-term Comprehensive Plan;
- B. Review the City’s policies on the acceptance of applications for municipal Permits for construction or development;
- C. Update the City’s permitting and planning requirements and processes for utility and transportation infrastructure;
- D. Obtain and review public input and expert guidance; and
- E. Update the City’s water utility infrastructure and supply.

### **Section 5. ENACTMENT**

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

## **Section 6. DURATION**

The duration of the extension of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

## **Section 7. EXTENSION**

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

## **Section 8. EXCEPTIONS AND EXEMPTIONS**

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

1. **No Impact Projects.** The temporary moratorium extended by this Ordinance does not apply to a Project that does not:
  - Impact Water Supply and/or Capacity; and
  - Require land use modifications inconsistent with the updated Comprehensive Plan.

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

2. **Ongoing Projects.** The temporary moratorium extended by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider the implementation of a temporary moratorium. The provisions of this Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.

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

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

## **Section 9. DETERMINATIONS AND APPEALS**

- A. Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.

**C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the Project requesting the waiver has a substantial change and reapplies for a waiver.

**Section 10. REPEALER**

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

**Section 11. SEVERABILITY**

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

**Section 12. ENFORCEMENT**

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

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

**Section 13. PROPER NOTICE AND MEETING**

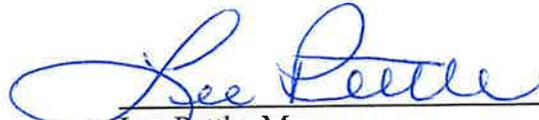
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and a public hearing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

**Section 14. EFFECTIVE DATE**

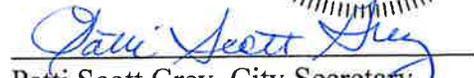
This Ordinance shall be effective upon the final day of the initial term of the temporary moratorium which is June 9, 2022 and shall extend the moratorium for 90 days.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 7<sup>th</sup> DAY OF JUNE 2022.**

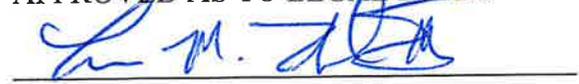


  
Lee Pettie, Mayor

ATTEST:

  
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

  
Larence M. Lansford, III, City Attorney

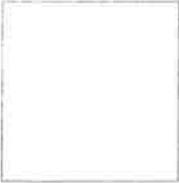
## ATTACHMENT A

### PERMITS SUBJECT TO MORATORIUM

- Building Permit Application
- Development Agreement
- Development Agreement Minor Modification/Amendment
- Plan Review Application
- Subdivision Application
- Site Development Application
- Conditional Use Permit
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- Wastewater Application
- Special District Agreement/Amendment
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### PERMITS NOT SUBJECT TO MORATORIUM

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- Contractor Registration Form
- Grandfathered Status Request/Appeal
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JUSTIN R. IVY, P.E.  
JULIAN T. LE, P.E.  
COOPER E. REINBOLD, P.E.

June 2, 2022

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

Re: Water Projections

Dear Mr. Olson:

We have reviewed the City of Parker's water demand projections from our February evaluation and we have no change to our recommendation that no additional lots be approved for development until a contract with NTMWD is executed. To recap our February evaluation determined that the demand from the City of Parker is at or beyond the supply of 3.5 MGD from NTMWD. The February evaluation has the same results as in previous years. Based on records provided by the City, the City pumped 3.33 MGD in August 2019 and 3.10 MGD in August of 2021. Water demand in the summer months is driven by higher temperatures and the duration between significant rain events. Historically, the hotter the weather and the longer period between rain events drives up water usage.

The February population is estimated to be 5,664 (meter count 2,030 times persons per meter 2.79). Based on the current population and the 2021 maximum daily usage, the 2021 maximum daily demand calculates to be approximately 472 gallons per capita per day (gpcd). The City also has an additional 834 lots currently being developed. Projecting the maximum daily demand including the upcoming residential lots, the maximum daily water demand will be 3,771,752 gallons. This is in excess of the currently contracted supply.

In the event a contract cannot be executed during the next 90 days of the moratorium, we will work with the city staff to monitor water usage during the months of June, July and August to better understand water usage during this period in 2022.

We are available at your convenience to discuss our findings and recommendations.

Sincerely,



John W. Birkhoff, P.E.

## ATTACHMENT C

### PLAN AND TIME SCHEDULE FOR UPDATED COMPREHENSIVE PLAN AND DEVELOPMENT CODE

- February 11, 2022: Issued RFQ for Comprehensive Plan
- March 2022: No responses received to Comprehensive Plan RFQ.
- May 2022: Required notices of public hearing and action by Planning and Zoning Commission (P&Z) on the Zoning Regulations sent to newspaper and posted on City Website
- June 9, 2022: Public Hearing before P&Z on Zoning Regulation Amendments
- June 2022: Initial meeting to review Comprehensive Plan document updates. Staff prepares revised Zoning Regulations based on P&Z Action; Required notices of public hearing and action by Planning and Zoning Commission (P&Z) on the Zoning Regulations sent to newspaper and posted on City Website
- June – Dec. 2022: Public Engagement, data collection, and drafting of documents; additional updates to codes as needed.
- July 2022: Public Hearing before City Council regarding Zoning Regulation Amendments
- August 2022: Council consideration and potential approval of Zoning Regulation Amendments
- January 2023: Presentation of draft Comprehensive Plan and Development Code to Planning and Zoning Commission and City Council; Comprehensive Plan and updated Development Code approved by City Council

**ORDINANCE NO. 812**  
*(Temporary Moratorium on Acceptance of Development Applications)*

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

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

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

WHEREAS, the City has developed a Comprehensive Plan for development within the City and desires to protect its ability to regulate development within its jurisdiction; and

WHEREAS, the City has started the process of revisiting the Comprehensive Plan and studying land use and development in the City limits and ETJ, and has issued a Request for Qualifications for a professional land planning firm to provide comprehensive plan and development code services; and

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

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

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

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

WHEREAS, the City will change drastically if continued growth and development should occur under the City's existing Code of Ordinances and Comprehensive Plan, which no longer adequately address concerns about the effect of responsible development in the City and ETJ; and

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

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

WHEREAS, the City has determined that it is necessary to the health, safety, and welfare of the people in the City limits and ETJ to encourage and promote the development and use of the City's water utility and supply systems to serve the water provision needs of the citizens in the City limits and ETJ to prevent failure of water supply within the system; and

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

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

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

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

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

WHEREAS, until actions can be taken to increase the water supply of the City of Parker, allowing for additional water service connections to the Parker water service area will only exacerbate the situation; and

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

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

WHEREAS, the City desires to study and evaluate the impact of further development, the need for additional water supply and facilities, appropriate zoning districts and district regulations, appropriate land use and water regulations, and issues that will affect future growth and development of the area within its jurisdiction; and

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

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

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

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

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

WHEREAS, all notices and hearings, including a hearing by the Planning & Zoning Commission, have been published and held in accordance with applicable statutes, law, and regulations; and

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

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

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

**Section 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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

**Section 2. DEFINITIONS**

As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined therein then the common meanings in accordance with ordinary usage.

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

### **Section 3. APPLICABILITY**

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

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

### **Section 4. PURPOSE**

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

- A. Assess the short-term and long-term Comprehensive Plan;
- B. Review the City's policies on the acceptance of applications for municipal Permits for construction or development;
- C. Update the City's permitting and planning requirements and processes for utility and transportation infrastructure;
- D. Obtain and review public input and expert guidance; and
- E. Update the City's water utility infrastructure and supply.

### **Section 5. ENACTMENT**

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

### **Section 6. DURATION**

The initial duration of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

### **Section 7. EXTENSION**

If the City determines that the initial period is insufficient for the City to fully complete its study and increase its water supply, this Ordinance may be renewed or extended for an additional period of time necessary to complete the implementation of the changes to the City codes, policies,

and processes and the implementation of actions necessary to expand the City's water supply in accordance with the time limits as provided by law upon a majority vote of the City Council.

## **Section 8. EXCEPTIONS AND EXEMPTIONS**

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

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  - Impact Water Supply and/or Capacity; and
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To make a determination of whether a Project is no impact as listed, an applicant shall apply for an exception to the moratorium.

2. **Ongoing Projects.** The temporary moratorium implemented by this Ordinance does not apply to any Projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of February 25, 2022, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a Permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to February 25, 2022. New Permits applied for as part of a previously approved Project may proceed once an exception is applied for and approved as described herein.
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permits applied for as part of a previously vested Project may proceed once an exception is applied for and approved as described herein.

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- A. **Exceptions.** The Public Works Director or his designee shall make all initial determinations regarding the status of all Projects seeking to apply for Permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for Projects filed within thirty (30) days of the effective date of this Ordinance may be filed without a corresponding Permit application. Any exception application filed within this period will be decided within (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, Project, plat, or all area covered by a particular Permit or agreement.
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**Section 12. ENFORCEMENT**

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

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

**Section 13. PROPER NOTICE AND MEETING**

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

**Section 14. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

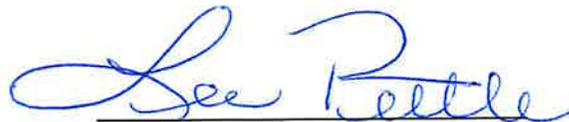
**READ & ACKNOWLEDGED** on First Reading on the 7<sup>th</sup> day of March 2022.

**READ, PASSED, AND APPROVED ON SECOND READING BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 11<sup>th</sup> DAY OF MARCH 2022.**



ATTEST:

  
Patti Scott Grey, City Secretary

  
Lee Pettle, Mayor

APPROVED AS TO LEGAL FORM:

  
Larence M. Lansford, III, City Attorney

## ATTACHMENT A

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ATTACHMENT B



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JULIAN T. LE, P.E.  
COOPER E. REINBOLD, P.E.

March 1, 2022

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

Re: Water Projections

Dear Mr. Olson:

We have evaluated the City of Parker's water demand projections and have determined that the demand from the City of Parker is at or beyond the supply of 3.5 MGD from NTMWD. This current evaluation has the same results as in previous years. Based on records provided by the City, the City pumped 3.33 MGD in August 2019 and 3.10 MGD in August of 2021. Water demand in the summer months is driven by higher temperatures and the duration between significant rain events. Historically, the hotter the weather and the longer period between rain events drives up water usage.

The current population is estimated to be 5,664 (meter count 2,030 times persons per meter 2.79). Based on the current population and the 2021 maximum daily usage, the 2021 maximum daily demand calculates to be approximately 472 gallons per capita per day (gpcd). The City also has an additional 834 lots currently being developed. Projecting the maximum daily demand including the upcoming residential lots, the maximum daily water demand will be 3,771,752 gallons. This is in excess of the currently contracted supply.

We recommend that no additional lots be approved within the City of Parker's CCN until the NTMWD supply contract can be completed and the Central Pump Station brought online. To complete the pump station will require the connection to the NTMWD 84-inch supply line, which will require approximately 30-60 days to schedule and complete.

We are available at your convenience to discuss our findings and recommendations.

Sincerely,

John W. Birkhoff, P.E.

City of Parker

# Water Conservation

# Check For Toilet Leaks

Put a few drops of food coloring in your toilet tank. If, without flushing, the coloring begins to appear in the bowl, you have a leak that may be wasting multiple gallons of water a day.

# Take Shorter Showers

A typical shower uses two to five gallons of water a minute. Limit your showers to the time it takes to soap up, wash down and rise off.

# Turn Water Off While Shaving

Fill the bottom of the sink with a few inches of warm water in which to rinse your razor.

# Make Sure Dishwasher and Washing Machines are Full

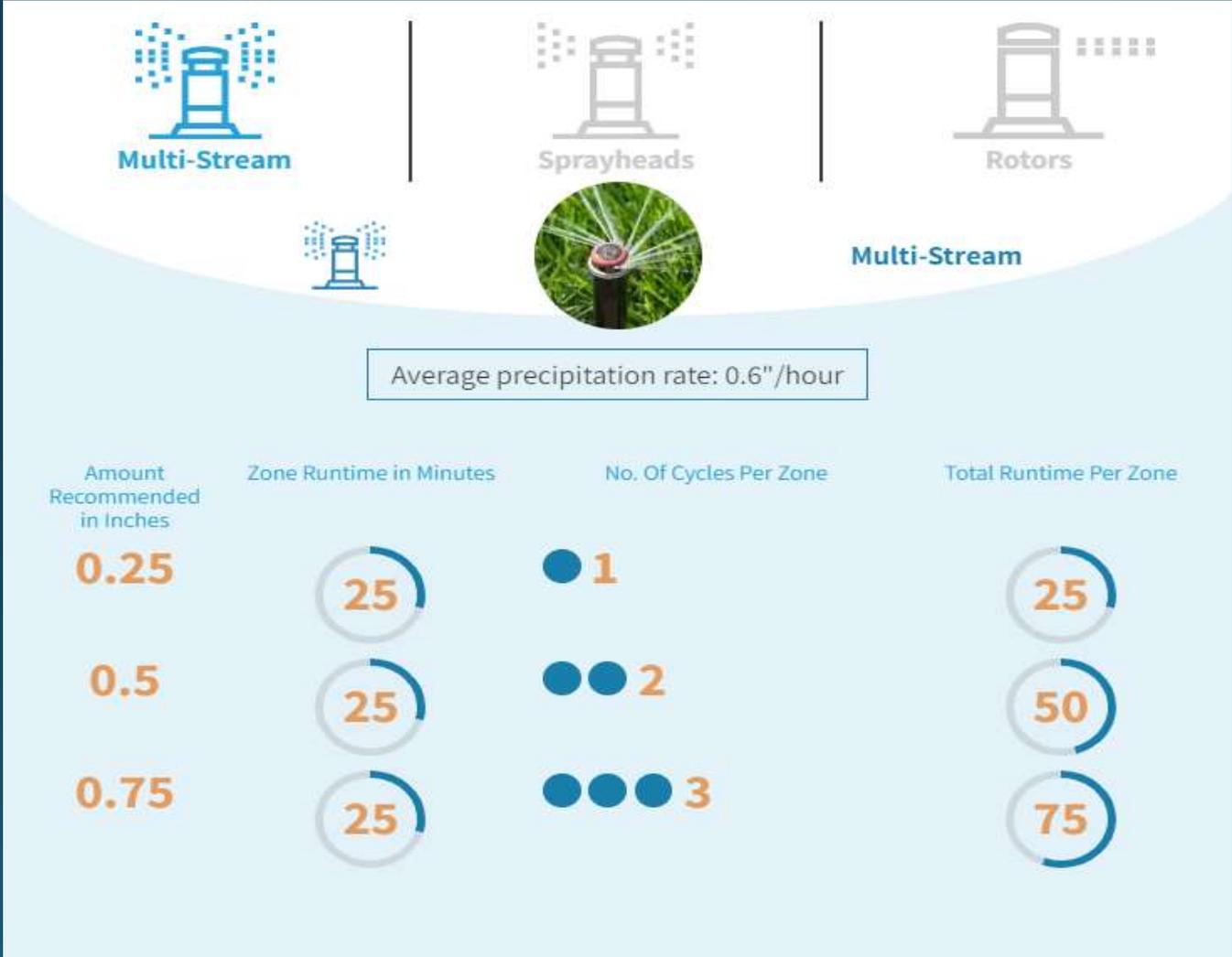
Running your dishwasher less often saves water and money.

Doing half loads, or small laundry loads add up to gallons of wasted water. Modify washer machine setting if you must do a small load.

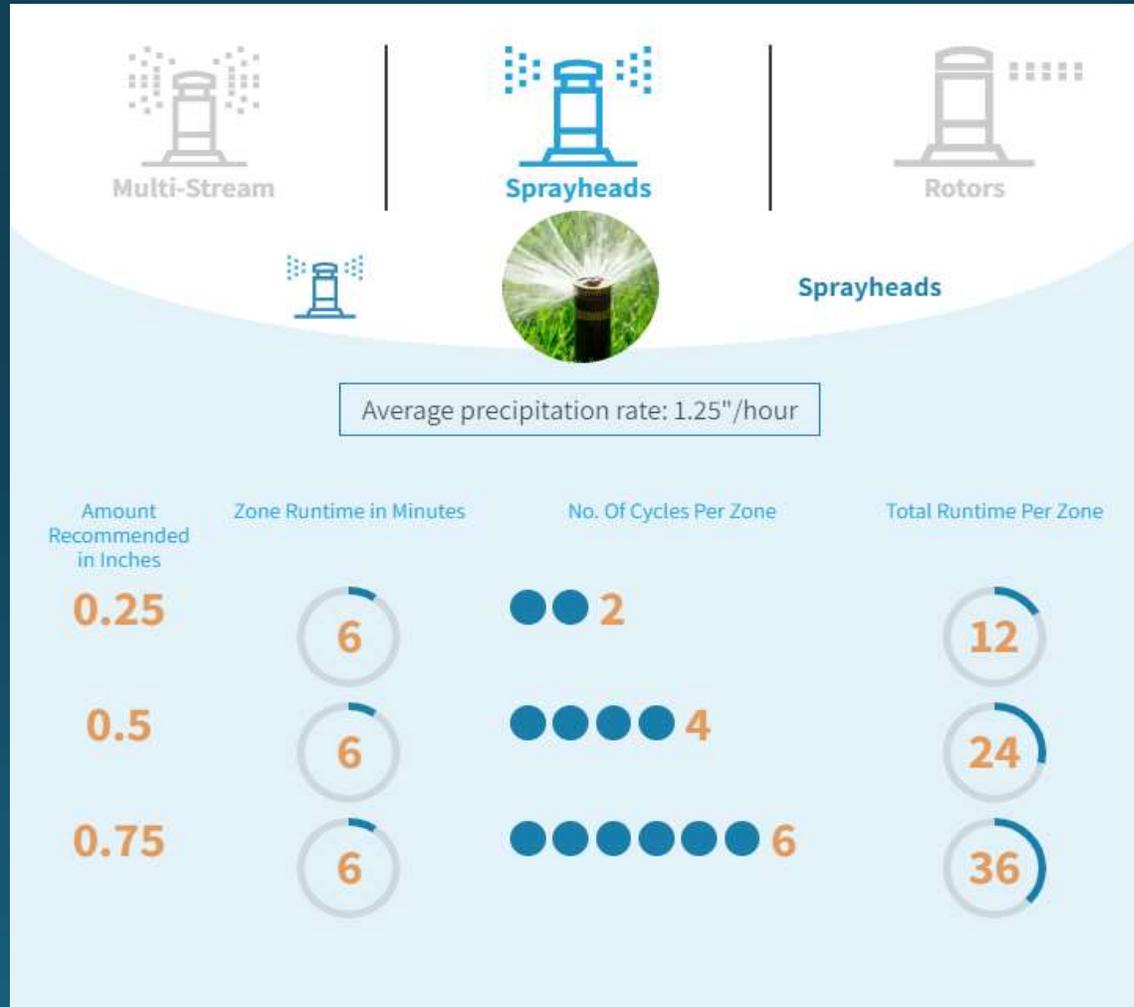
# Mowing

Raise mower blade height during summer and avoid cutting more than 1/3 of the leaf blade at one time to conserve water and reduce plant stress.

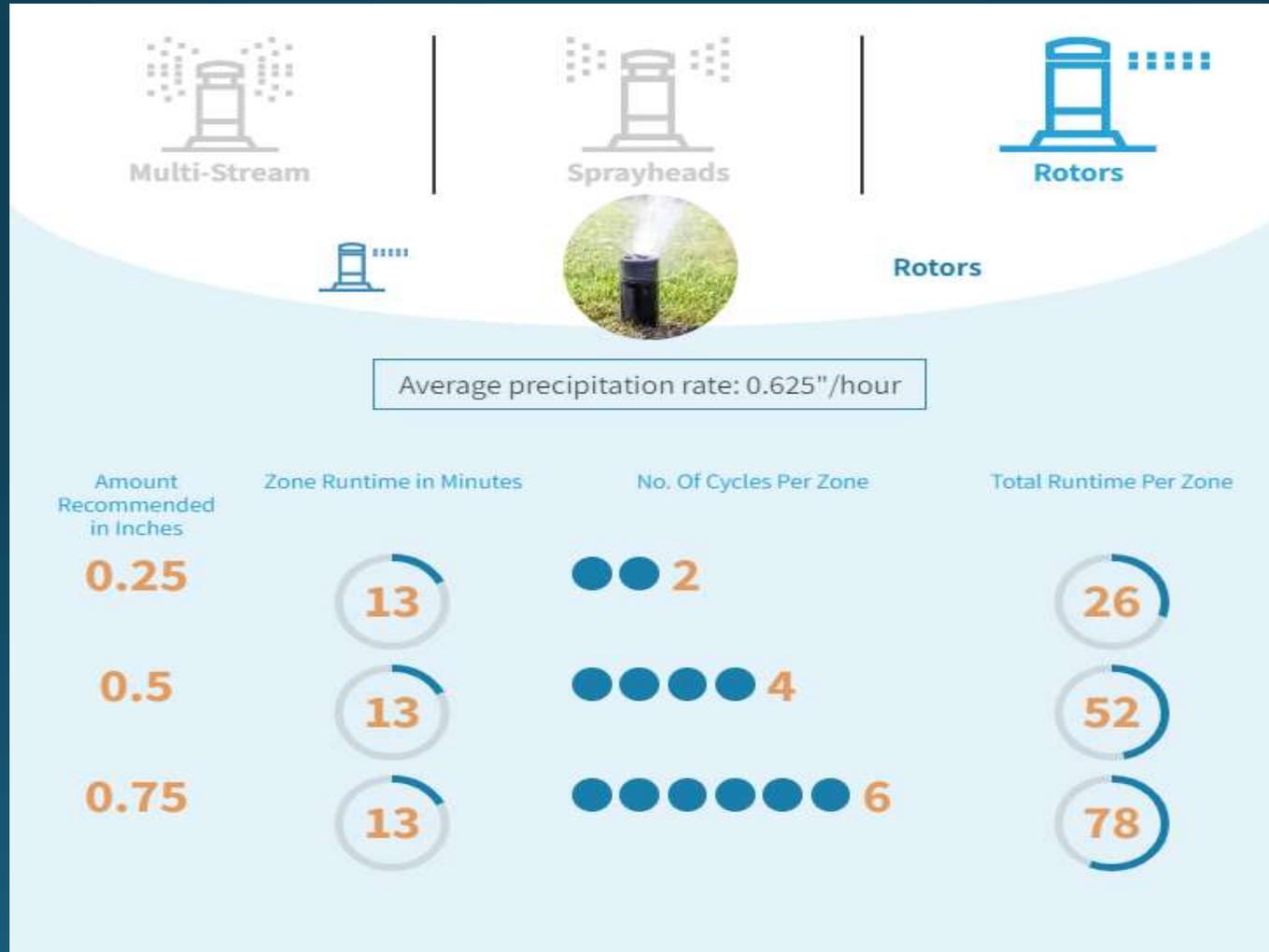
# Watering Yards



# Watering Yards



# Watering Yards



# Know When To Water

- Irrigate only when needed, and no more than twice per week (helps your lawn grow a deeper, healthier root system). For more information on when and how much to water, sign up for Water My Yard recommendations. It's like a watering calculator for your lawn.  
<https://watermyyard.org/#/Location>
- Water before 10 am or after 6 pm. In fact, it's best to water early in the morning (3am – 6am) when it's cooler outside to prevent evaporation
- Get to know your irrigation controller and the other parts of your irrigation system. Consider using a WaterSense labelled controller to water more efficiently.
- Install a rain and freeze sensor to prevent unnecessary watering. Here's how.
- Watering during the fall and winter is generally not needed except to maintain soil moisture during the unusually dry periods. Turn your controller off to prevent sprinklers from running automatically. Learn more.



## Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for Public Works Director Gary Machado
Estimated Cost:	Date Prepared: November 14, 2024
<ul style="list-style-type: none"> <li>Exhibits:</li> </ul>	<ul style="list-style-type: none"> <li>Development Application</li> <li>Fee receipt</li> <li>Engineer Letter</li> <li>Preliminary Plat</li> <li>Development Agreement</li> <li>Draft 2024 1024 P&amp;Z meeting minutes- <b>Received 2024 1118</b></li> </ul>

- AGENDA SUBJECT**

CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES – PHASE 4 PRELIMINARY PLAT.

**SUMMARY**

**Draft 2024 1024 P&Z meeting minutes update – Note:**

Whitestone Estates Development representatives made a presentation and the Commissioners asked questions about trees and drainage issues.

MOTION: Commissioner Lozano moved to recommend to the City Council approval of the Whitestone Estates Phase 4 preliminary plat.

Commissioner Sutaria seconded the motion. The motion carried 5-0.

Please review the information provided for Whitestone Estates – Phase 4 Preliminary Plat, 34 Residential Lots, 1 Common Area, 52.678 acres situated in the Thomas Estes Survey, Abstract No. 298, City of Parker, Collin County, Texas.

**POSSIBLE ACTION**

City Council may approve, approve with conditions, or deny. If no action is taken within 30 days from recommendation of approval by P&Z (10/24/2024), the plat will be approved by operation of law.

Inter – Office Use			
Approved by:	Enter Text Here		

Department Head/ Requestor:	<i>Gary Machado</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/xx/2024

**DONIHOO FARMS, LTD.**

September 26, 2024

City of Parker  
c/o Mr. Gary Machado  
5700 Parker Rd  
Parker, Texas 75002

Ref: Whitestone Estates – Phase 4  
Preliminary Plat Application

Dear Gary:

Attached is our Development Application for approval of the Preliminary Plat for Whitestone Estates Phase 4.

Please note that the Application Fees are attached and have been calculated below.

<i>Base Fee</i>	<i>\$800</i>
<i>\$30/Acre x 52.678 Acres =</i>	<i><u>\$1,580.34</u></i>
<i>Application Fee</i>	<i><b>\$2,380.34</b></i>

We request that the preliminary plat be placed on the next available P&Z Agenda, October 24, 2024.

Please contact me if you have any questions or additional concerns.

Sincerely,



Preston Walhood

enclosure

		<b>1576</b>	
<b>Donihoo Farms, Ltd.</b> 4040 N. Central Expwy., Suite 850 Dallas, Texas 75204 214-368-0238		<b>BANK OF TEXAS</b> Powered by BOK Financial 32-1432/1110 9/24/2024	
PAY TO THE ORDER OF <b>City of Parker</b>		<b>\$ **2,380.34</b>	
Two Thousand Three Hundred Eighty and 34/100*****		<b>DOLLARS</b>	
City of Parker 5700 E. Parker Road Parker, Texas 75002		AUTHORIZED SIGNATURE	
MEMO <b>Prelim Plat App Fee (52.678 Ac)</b>			

**COPY**

<b>Donihoo Farms, Ltd.</b>			<b>1576</b>
City of Parker		9/24/2024	
DF4-PRE DEV COSTS	Prelim Plat App Fee (52.678 Ac)		2,380.34
	Invoice #092324		

DonFarms-Chkg (BO	Prelim Plat App Fee (52.678 Ac)	2,380.34
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**DEVELOPMENT APPLICATION**  
**City of Parker, Texas**

Meeting Date: 11/19/2024 Item 12.  
SEP 26 2024  
Date Received

Proposed Name of Subdivision: Whitestone Estates – Phase 4

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

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

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

(Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: 52.678 Existing # of Lots/Tracts: 1 Tracts Existing Development Agreement  
If a PD, include the Ordinance with application)

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

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

Company Name: Donihoo Farms, LTD.

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

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

Engineering Company: Petitt-ECD

Contact Person: Ryan King, PE Title: Project Manager

Street/Mailing Address: 1600 N Collins Blvd, Suite 3300 City: Richardson State: Texas Zip: 75080

Phone: 972-941-8400 Fax: n/a Email Address: ryan@petitt-eed.com

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

STATE OF TEXAS §

COUNTY OF DALLAS §

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

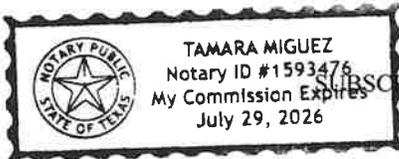
"I herby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

Stephen L Sallman  
Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 24th day of September, 2024

Notary Public in and for the State of Texas: Tamara Miguez

Over



**SUBMITTAL DEADLINES:** In accordance with the most recent Plat Submittal Calendar posted on the City of Parker Website.

**SUBMISSIONS.** Failure to submit all materials (including three sets of bound engineering plans) to the City with this application will result in an incomplete application. Submit twelve (12) FOLDED to 8 ½" X 11" copies of 24" X 36" prints [1"=100' scale] + electronic version in .jpeg, .tiff, or .pdf format. Applicant is to submit a complete copy of this application and drawings to the City Engineer.

**ALL APPLICATIONS MUST BE COMPLETE BEFORE THEY WILL BE PLACED ON A CITY AGENDA.** It is the applicant's responsibility to be familiar with and to comply with the requirements of this application and checklist as well as the City of Parker, Texas Code of Ordinances, Chapter 155, Subdivision Regulations ("Subdivision Regulations"). (.

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

**SUBMITTAL FEES:** All fees are due and payable at the time of application, except inspection and/or engineering fees, which are due at the time of preconstruction conference contemplated by §155.046 of the Subdivision Regulations. No construction shall take place prior to the preconstruction conference, g submission of certified construction cost bid(s) by the contractor(s) and Owner, and satisfaction of the remaining requirements of §155.046. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

**City Contact Information:**

**Public Workers Director**  
**City of Parker, Texas**  
**5700 E. Parker Road \* Parker, Texas 75002**  
**Phone 972-442-6811 \* Fax 972-442-2894 \* [www.parkertexas.us](http://www.parkertexas.us)**

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

\_\_\_\_\_  
 Signature Title   
OFFICIAL SUBMISSION DATE

Fees Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_ From : \_\_\_\_\_

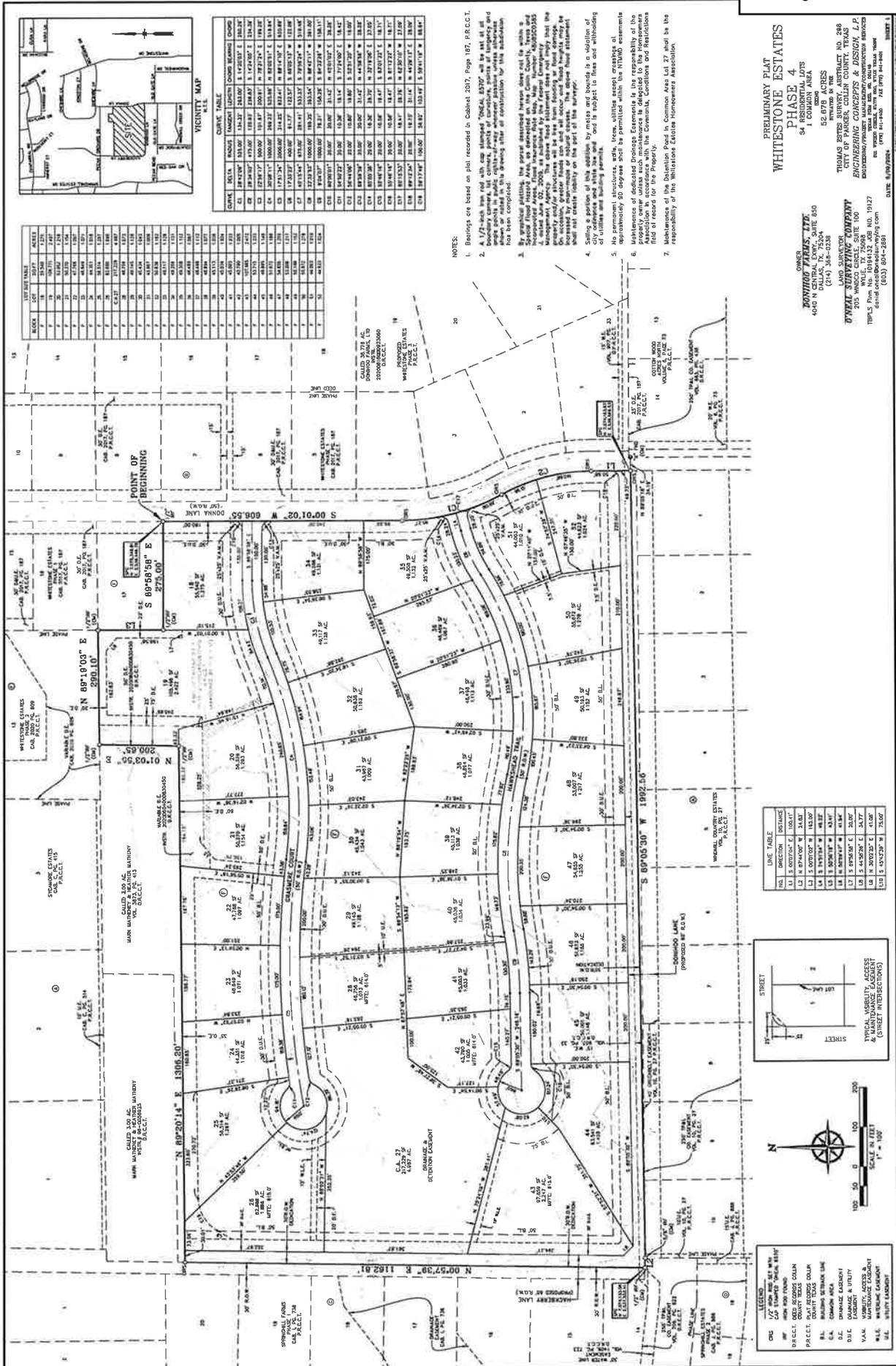
P&Z Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_ CC Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Plans routed for review on \_\_\_\_\_, to:  Public Works Director  
 City Engineer  
 Building Official  
 Fire Department  
 Police Department

Public Hearing Required:  Yes  No  
 Paper Notice \_\_\_\_\_ (date)  
 Written Notice \_\_\_\_\_ (date)



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**CHUNK TABLE**

CHUNK	AREA	PERCENT	CHUNK BEARING	CHUNK DISTANCE
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- NOTES:**
1. Bearings are based on plat recorded in Exhibit 2017, Page 187, PRECCT.
  2. The plat is subject to the provisions of the Texas Surveying Act, Chapter 81, Texas Property Code, and the rules and regulations of the State Board of Surveying and Mapping.
  3. By graphic platting, the parcel described herein does not include the area shown in the plat which is reserved for the use of the City of Parker, Texas, and which shall be created by the City of Parker, Texas, upon the completion of the platting process.
  4. The platting process shall not create liability on the part of the surveyor.
  5. No permanent structures, walls, fences, utilities except easements or approximately 90 degrees shall be permitted within the platting easement.
  6. The platting process shall not create liability on the part of the surveyor.
  7. The platting process shall not create liability on the part of the surveyor.

**PRELIMINARY PLAT**  
**WHITESTONE ESTATES**  
**PHASE 4**  
 84 RESIDENTIAL LOTS  
 1 COMMON AREA  
 52.672 ACRES

**OWNER:**  
 WHITESTONE ESTATES, LTD.  
 4040 N CENTRAL EXP., SUITE 650  
 DALLAS, TX 75204  
 (214) 350-1000

**DESIGNER:**  
 TYPICAL SURVEYING COMPANY  
 205 WINDCO CIRCLE, SUITE 100  
 DALLAS, TEXAS 75201  
 (817) 442-2881

**DATE:** 11/19/2024

**LEGEND**

- 1/2" PLAT
- 1/4" PLAT
- 1/8" PLAT
- 1/16" PLAT
- 1/32" PLAT
- 1/64" PLAT
- 1/128" PLAT
- 1/256" PLAT
- 1/512" PLAT
- 1/1024" PLAT
- 1/2048" PLAT
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- 1/132922726445372317372931072" PLAT
- 1/265845452890744635445862144" PLAT
- 1/531690905781489270891724288" PLAT
- 1/1063381811563978541783448576" PLAT
- 1/212676362312795708356689728" PLAT
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- 1/850705449251182833426779104" PLAT
- 1/1701410898502364668453558208" PLAT
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- 1/18268760525219397666845356100864" PLAT
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- 1/49039834726696376489957197996444444416" PLAT
- 1/9

OWNER'S CERTIFICATE AND DEDICATION

WHEREAS DOMHOO FARMS, LTD., a Texas limited partnership, has acquired certain interests in the Whitestone Estates Acre Tract of Land as conveyed to CREVIERA PARTNERS, LTD. BY DEED RECORDED IN VOLUME 3874, PAGE 202, OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (HEREINAFTER REFERRED TO AS "DEED 3874") AND BOUNDARIES AS FOLLOWS:

- 1) SOUTH 08 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 664.55 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "MICAL 8570" SET AT THE COMMON CORNER OF SAID 118.9785 ACRE TRACT, SAID BOUNDARY BEING THE WEST LINE OF WHITESTONE ESTATES, PHASE I, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN VOLUME 3874, PAGE 202, OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (HEREINAFTER REFERRED TO AS "DEED 3874"). SAID BOUNDARY BEING THE WEST LINE OF WHITESTONE ESTATES, PHASE I, FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 08 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 664.55 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "MICAL 8570" SET AT THE COMMON CORNER OF SAID 118.9785 ACRE TRACT, SAID BOUNDARY BEING THE WEST LINE OF WHITESTONE ESTATES, PHASE I, FOLLOWING FOUR (4) COURSES AND DISTANCES:

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THIS PLAT APPROVED SUBJECT TO ALL PLEADING ORDINANCES, LAWS, REGULATIONS AND RESOLUTIONS OF THE CITY OF PARKER, TEXAS, WITHOUT THE NECESSITY OF ANY TIME OR PRECEDING NOTICE TO ANY PARTY.

WITNESS MY HAND AT \_\_\_\_\_ TEXAS this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: Stephen L. Spence, Manager

STATE OF TEXAS COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Stephen L. Spence, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas My Commission Expires: \_\_\_\_\_

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: That I, Daniel Chase O'Hair, hereby certify that this plat was prepared from an actual and accurate survey of the land described herein, and that the same is in accordance with the subdivision regulations of the City of Parker, Collin County, Texas.

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Daniel Chase O'Hair, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas My Commission Expires: \_\_\_\_\_

OWNER'S CERTIFICATE AND DEDICATION

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Notary Public in and for the State of Texas My Commission Expires: \_\_\_\_\_

On-Site Sewage Facilities (OSDF) Note:

- Due to the site evaluator's determination that lots are predominantly class IV
- All lots must maintain adequate setbacks from On-Site Sewage Facilities. Presence of fractured and shallow rock may further limit type of alternative On-Site Sewage Facility that can be installed. All On-Site Sewage Facilities must be installed in accordance with the subdivision regulations of the City of Parker, Collin County, Texas.
- All lots must maintain adequate setbacks from On-Site Sewage Facilities. Presence of fractured and shallow rock may further limit type of alternative On-Site Sewage Facility that can be installed. All On-Site Sewage Facilities must be installed in accordance with the subdivision regulations of the City of Parker, Collin County, Texas.
- All lots must maintain adequate setbacks from On-Site Sewage Facilities. Presence of fractured and shallow rock may further limit type of alternative On-Site Sewage Facility that can be installed. All On-Site Sewage Facilities must be installed in accordance with the subdivision regulations of the City of Parker, Collin County, Texas.

HEALTH DEPARTMENT CERTIFICATION

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable rules and regulations of the State of Texas, and that the on-site sewage facilities are planned to be used.

Notary Public in and for the State of Texas My Commission Expires: \_\_\_\_\_

OWNER'S CERTIFICATE AND DEDICATION

WHEREAS DOMHOO FARMS, LTD., a Texas limited partnership, has acquired certain interests in the Whitestone Estates Acre Tract of Land as conveyed to CREVIERA PARTNERS, LTD. BY DEED RECORDED IN VOLUME 3874, PAGE 202, OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (HEREINAFTER REFERRED TO AS "DEED 3874") AND BOUNDARIES AS FOLLOWS:

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Notary Public in and for the State of Texas My Commission Expires: \_\_\_\_\_

PRELIMINARY PLAT WHITESTONE ESTATES PHASE I 84.50 ACRES 1 COMMON AREA 82.678 ACRES

OWNER: DOMHOO FARMS, LTD. 4000 W. PARKER ROAD, SUITE 650 DALLAS, TX 75244 (214) 368-0028

ENGINEER: THOMAS BATES ENGINEERING, L.P. 200 W. PARKER, COLLIN COUNTY, TEXAS ENGINEERING CONCEPTS & DESIGN, L.P. 200 W. PARKER, COLLIN COUNTY, TEXAS

DATE: 8/29/2024

Parcel Map Check Report

Meeting Date: 11/19/2024 Item 12.

Prepared by:  
Survey Dept.  
Pettit-ECD  
1600 N Collins Blvd.  
Date: Wed 09 25 2024 12:16:18 PM

Parcel Name: Overall

Description:

Process segment order counterclockwise: False  
Enable mapcheck across chord: False  
North: 7,075,349.8113' East: 2,539,446.7767'

Segment# 1: Line

Course: S0° 01' 01.86"W Length: 606.555'  
North: 7,074,743.2563' East: 2,539,446.5947'

Segment# 2: Curve

Length: 263.000' Radius: 525.000'  
Delta: 28.7024 (d) Tangent: 134.321'  
Chord: 260.258' Course: S14° 20' 02.53"E  
Course In: S89° 58' 58.14"E Course Out: S61° 18' 53.08"W  
RP North: 7,074,743.0988' East: 2,539,971.5947'  
End North: 7,074,491.1000' East: 2,539,511.0281'

Segment# 3: Curve

Length: 236.833' Radius: 475.000'  
Delta: 28.5675 (d) Tangent: 120.932'  
Chord: 234.388' Course: S14° 24' 05.49"E  
Course In: S61° 18' 53.08"W Course Out: N89° 52' 55.94"E  
RP North: 7,074,263.1011' East: 2,539,094.3250'  
End North: 7,074,264.0776' East: 2,539,569.3240'

Segment# 4: Line

Course: S0° 07' 04.06"E Length: 100.412'  
North: 7,074,163.6659' East: 2,539,569.5304'

Segment# 5: Line

Course: S89° 05' 29.97"W Length: 1,992.559'  
North: 7,074,132.0780' East: 2,537,577.2218'

Segment# 6: Line

Course: N87° 44' 00.46"W Length: 24.830'  
North: 7,074,133.0600' East: 2,537,552.4113'

Segment# 7: Line

Course: N0° 57' 39.00"E Length: 1,162.813'  
North: 7,075,295.7095' East: 2,537,571.9104'

Segment# 8: Line

Course: N89° 20' 13.86"E Length: 1,306.197'  
North: 7,075,310.8197' East: 2,538,878.0200'

Segment# 9: Line

Course: N1° 03' 54.57"E Length: 200.653'  
North: 7,075,511.4380' East: 2,538,881.7500'

Segment# 10: Line  
Course: N89° 19' 03.00"E Length: 290.097'  
North: 7,075,514.8935' East: 2,539,171.8264'

Segment# 11: Line  
Course: S0° 01' 01.86"W Length: 165.000'  
North: 7,075,349.8936' East: 2,539,171.7769'

Segment# 12: Line  
Course: S89° 58' 58.14"E Length: 275.000'  
North: 7,075,349.8111' East: 2,539,446.7769'

Perimeter: 6,623.950' Area: 2,294,659.63Sq.Ft.  
Error Closure: 0.0003 Course: S55° 25' 48.82"E  
Error North : -0.00019 East: 0.00027

Precision 1: 22,079,830.000

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

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Phone (214) 361-7900 www.bhcllp.com

CRAIG M. KERKHOFF, P.E.  
JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
ANDREW MATA, JR., P.E.  
DEREK B. CHANEY, P.E.  
JUSTIN R. IVY, P.E.  
COOPER E. REINBOLD, P.E.

October 14, 2024

Mr. Gary Machado  
City of Parker  
5700 E. Parker Rd.  
Parker, Texas 75002

**TRANSMITTED VIA EMAIL**

Re: Whitestone Estates Phase 4  
Preliminary Plat & Engineering Plan Review

Dear Mr. Machado:

As you requested, we have reviewed the pre-submittal for the Preliminary Plat & Engineering Plans for the Whitestone Estates – Phase 4 development prepared by Pettitt-ECD.

Our review of the Engineering Plans is for general compliance with the City of Parker’s development requirements and good engineering practice Our review does not relieve the engineer of record of their responsibilities under the Texas Engineering Practice Act.

We offer no further comments and all previous review comments have been addressed.

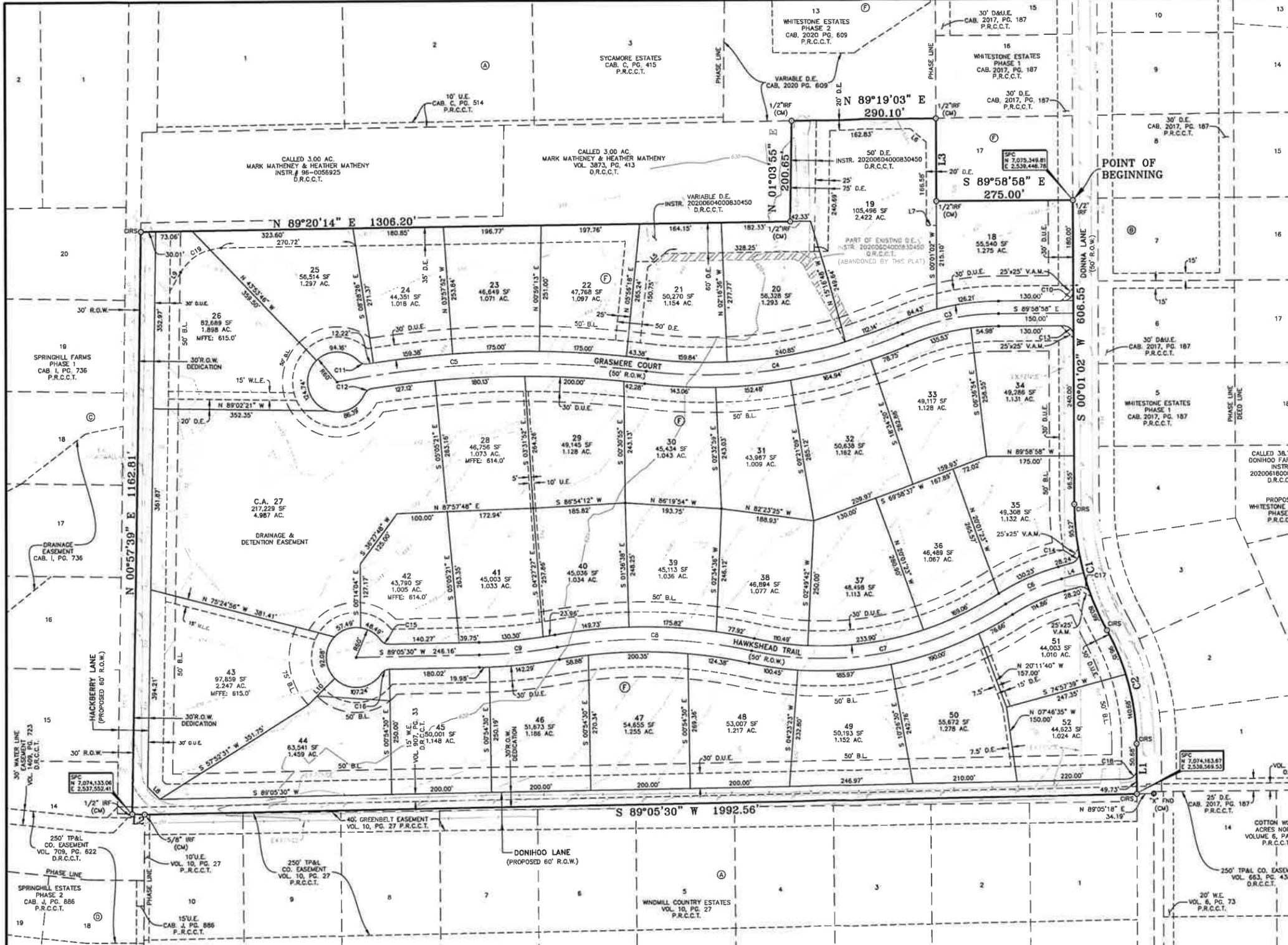
We are available to discuss our review further at your convenience.

Sincerely,

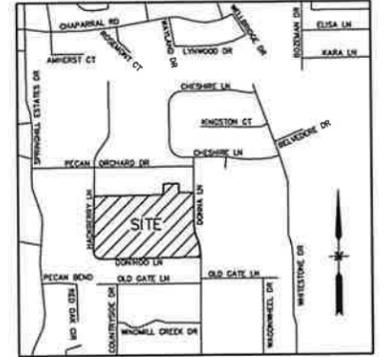
Justin R. Ivy

Justin R. Ivy, P.E.

Digitally signed by Justin R. Ivy  
DN: C=US, E=ivy@bhcllp.com,  
O=Birkhoff, Hendricks & Carter,  
L.L.P., OU=Partner, CN=Justin R.  
Ivy  
Reason: I am the author of this  
document  
Date: 2024.10.14 16:04:47-0500



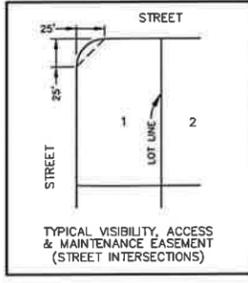
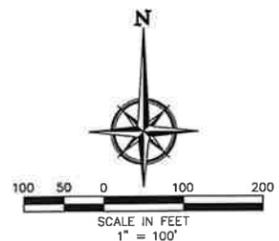
BLOCK	LOT	SQ. FT.	ACRES
F	18	56,540	1.275
F	19	106,771	2.497
F	20	53,052	1.218
F	21	50,270	1.154
F	22	47,768	1.097
F	23	46,649	1.071
F	24	44,351	1.018
F	25	56,514	1.297
F	26	82,889	1.886
F	C.A.27	217,229	4.987
F	28	46,796	1.073
F	29	49,145	1.128
F	30	45,434	1.043
F	31	43,967	1.009
F	32	50,538	1.162
F	33	49,117	1.128
F	34	49,298	1.131
F	35	49,308	1.132
F	36	46,489	1.067
F	37	48,498	1.113
F	38	46,894	1.077
F	39	45,113	1.036
F	40	45,036	1.034
F	41	45,003	1.033
F	42	43,790	1.005
F	43	107,685	2.472
F	44	53,715	1.233
F	45	49,995	1.148
F	46	51,872	1.186
F	47	54,655	1.255
F	48	53,008	1.217
F	49	50,199	1.152
F	50	55,672	1.278
F	51	44,003	1.010
F	52	44,823	1.034



CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	28°42'09"	525.00'	134.32'	263.00'	S 14°20'03" E	260.28'
C2	28°34'03"	475.00'	120.93'	236.83'	S 14°24'05" E	234.38'
C3	22°59'17"	500.00'	101.67'	200.61'	N 78°31'24" E	199.28'
C4	30°08'11"	1000.00'	289.23'	525.98'	N 82°05'51" E	519.94'
C5	17°51'34"	2000.00'	314.25'	623.41'	N 88°14'10" E	620.89'
C6	17°33'23"	400.00'	61.77'	122.57'	S 66°05'13" W	122.09'
C7	45°15'44"	675.00'	281.41'	533.23'	S 79°58'24" W	513.48'
C8	22°32'52"	1000.00'	199.35'	393.54'	N 88°41'11" W	391.00'
C9	9°04'07"	1000.00'	79.31'	158.28'	S 84°33'26" W	158.11'
C10	9°00'01"	20.00'	20.00'	31.42'	N 45°01'02" E	28.28'
C11	54°50'22"	20.00'	10.38'	19.14'	S 71°24'00" E	18.42'
C12	58°44'06"	20.00'	10.80'	19.80'	S 52°51'20" W	19.00'
C13	89°59'59"	20.00'	20.00'	31.42'	N 44°58'58" W	28.28'
C14	85°05'38"	20.00'	16.36'	29.70'	N 32°19'06" E	27.05'
C15	55°46'16"	20.00'	10.58'	19.47'	S 63°01'22" E	18.71'
C16	55°46'16"	20.00'	10.58'	19.47'	S 61°12'22" W	18.71'
C17	85°15'53"	20.00'	18.41'	29.76'	N 62°30'10" W	27.09'
C18	89°12'34"	20.00'	19.73'	31.14'	N 44°29'13" E	28.09'
C19	59°17'49"	100.00'	56.92'	103.49'	S 59°41'19" W	98.94'

- NOTES:
- Bearings are based on plot recorded in Cabinet 2017, Page 187, P.R.C.C.T.
  - A 1/2-inch iron rod with cap stamped "ONEAL 6570" will be set at all boundary corners, lot corners, points of curvature, points of tangency and angle points in public rights-of-way whenever possible unless otherwise shown or noted in this drawing after all construction for this subdivision has been completed.
  - By graphical plotting, the parcel described hereon does not lie within a Special Flood Hazard Area, as delineated on the Collin County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48085C0385 J, dated June 02, 2009, as published by the Federal Emergency Management Agency. The above flood statement does not imply that the property and/or structures will be free from flooding or flood damage. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The above flood statement shall not create liability on the part of the surveyor.
  - Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
  - No permanent structures, walls, trees, utilities except crossings at approximately 90 degrees shall be permitted within the NTWD easements.
  - Maintenance of dedicated Drainage Easements is the responsibility of the property owner unless such maintenance is delegated to the Homeowners Association in accordance with the Covenants, Conditions and Restrictions field of record for the Property.
  - Maintenance of the Detention Pond in Common Area Lot 27 shall be the responsibility of the Whitestone Estates Homeowners Association.

CRS	1/2" IRON ROD SET WITH CAP STAMPED "ONEAL 6570"
IRF	IRON ROD FOUND
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS
B.L.	BUILDING SETBACK LINE
C.A.	COMMON AREA
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
V.A.M.	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
W.L.E.	WATERLINE EASEMENT
U.E.	UTILITY EASEMENT



NO.	DIRECTION	DISTANCE
L1	S 00°07'04" E	100.41'
L2	N 87°44'00" W	24.83'
L3	S 00°01'02" W	165.00'
L4	S 74°51'54" W	46.22'
L5	S 50°56'16" W	43.41'
L6	N 50°59'47" W	41.94'
L7	S 86°58'58" E	20.00'
L8	S 44°58'26" E	34.77'
L9	N 30°02'25" E	41.08'
L10	S 45°43'39" W	75.00'

OWNER  
**DONIHOO FARMS, LTD.**  
 4040 N CENTRAL EXWY., SUITE 850  
 DALLAS, TX, 75204  
 (214) 368-0238

LAND SURVEYOR  
**O'NEAL SURVEYING COMPANY**  
 205 WINDCO CIRCLE, SUITE 100  
 WYLLIE, TX 75098  
 TBPLS Firm No. 10194132 JOB NO. 19127  
 daniel.oneal@onealsurveying.com  
 (903) 804-2891

PRELIMINARY PLAT  
**WHITESTONE ESTATES**  
 PHASE 4  
 34 RESIDENTIAL LOTS  
 1 COMMON AREA  
 BEING  
**52.678 ACRES**  
 SITUATED IN THE  
 THOMAS ESTES SURVEY, ABSTRACT NO. 298  
 CITY OF PARKER, COLLIN COUNTY, TEXAS  
**ENGINEERING CONCEPTS & DESIGN, L.P.**  
 ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
 TEXAS FIRM REG. NO. 001145  
 201 WINDCO CIRCLE, SUITE 200, WYLLIE TEXAS 75098  
 (972) 841-8400 FAX (972) 941-8401

OWNER'S CERTIFICATE AND DEDICATION

WHEREAS DONIHOO FARMS, LTD., IS THE OWNER OF A 52.678 ACRES OF LAND SITUATED IN THE THOMAS ESTES SURVEY, ABSTRACT NUMBER 298, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 119.9785 ACRE TRACT OF LAND AS CONVEYED TO GENOVA PARTNERS, LTD. BY DEED RECORDED IN VOLUME 5874, PAGE 2850, DEED RECORDS, COLLIN COUNTY, TEXAS (DRCT), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 17, BLOCK F, WHITESTONE ESTATES, PHASE 1, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN CABINET 2017, PAGE 187, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCT), SAME BEING IN THE WEST LINE OF WHITESTONE DRIVE;

THENCE ALONG THE WEST LINE OF SAID WHITESTONE DRIVE AND SAID WHITESTONE ESTATES, PHASE 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 00 DEGREES 01 MINUTES 02 SECONDS WEST, A DISTANCE OF 606.55 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET WHOSE CHORD BEARS SOUTH 14 DEGREES 20 MINUTES 03 SECONDS EAST, A DISTANCE OF 260.26 FEET;
2) SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28 DEGREES 42 MINUTES 09 SECONDS, AN ARC DISTANCE OF 263.00 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE BEGINNING OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET WHOSE CHORD BEARS SOUTH 14 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 234.39 FEET;
3) SOUTHEASTERLY, WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28 DEGREES 34 MINUTES 03 SECONDS, AN ARC DISTANCE OF 236.83 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE END OF SAID CURVE;
4) SOUTH 00 DEGREES 07 MINUTES 04 SECONDS EAST, A DISTANCE OF 100.41 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET IN THE SOUTH LINE OF THE ABOVE MENTIONED 119.9785 ACRE TRACT, SAME BEING WITHIN DONIHOO LANE, A 30 FT. PUBLIC ROAD, FROM WHICH AN "X" CUT FOUND FOR REFERENCE BEARS SOUTH 75 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 1.47 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 119.9785 ACRE TRACT AND GENERALLY ALONG SAID DONIHOO LANE, A DISTANCE OF 1992.56 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 87 DEGREES 44 MINUTES 00 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID 119.9785 ACRE TRACT, A DISTANCE OF 24.83 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 119.9785 ACRE TRACT, SAID BEING THE SOUTHEAST CORNER OF A 30 FOOT WIDE TRACT DEDICATED FOR RIGHT-OF-WAY OF HICKORY LANE, BY SPRINGHILL FARMS, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN CABINET 1, PAGE 736, PRCT;

THENCE NORTH 00 DEGREES 57 MINUTES 39 SECONDS EAST, ALONG THE WEST LINE OF SAID 119.9785 ACRE TRACT, COMMON TO THE EAST LINE OF SAID HICKORY LANE TRACT, DISTANCE OF 1162.81 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE COMMON WEST CORNER OF SAID 119.9785 ACRE TRACT A CALLED 3.00 ACRE TRACT, OF LAND AS CONVEYED TO MARK MATHENEY AND HEATHER MATHENEY BY DEED RECORDED IN VOLUME 3873, PAGE 413, DRCT;

THENCE ALONG THE COMMON LINES OF SAID 119.9785 ACRE TRACT AND SAID 3.00 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 89 DEGREES 20 MINUTES 14 SECONDS EAST, A DISTANCE OF 1306.20 FEET TO A 1/2-INCH IRON ROD FOUND;
2) NORTH 01 DEGREES 03 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.65 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE COMMON NORTH CORNER OF SAID 119.9785 ACRE TRACT AND SAID 3.00 ACRE TRACT, SAID BEING IN THE SOUTH LINE OF WHITESTONE ESTATES, PHASE 2, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN CABINET 2020, PAGE 609, PRCT;

THENCE NORTH 89 DEGREES 19 MINUTES 03 SECONDS EAST, ALONG THE COMMON LINE OF SAID 119.9785 ACRE TRACT AND SAID WHITESTONE ESTATES, PHASE 2, A DISTANCE OF 290.10 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF THE ABOVE MENTIONED LOT 17, BLOCK F, WHITESTONE ESTATES, PHASE 1;

THENCE OVER AND ACROSS SAID 119.9785 ACRE TRACT, ALONG THE BOUNDARY LINES OF SAID LOT 17, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 00 DEGREES 01 MINUTES 02 SECONDS WEST, A DISTANCE OF 165.00 FEET TO A 1/2-INCH IRON ROD FOUND;
2) SOUTH 89 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 52.678 ACRES OF LAND, MORE OR LESS.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, DONIHOO FARMS, LTD., acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein described property as WHITESTONE ESTATES, PHASE 4, an addition to the City of Parker, Texas, and does hereby dedicate in fee simple, to the public use forever, the streets, alleys and public areas shown thereon. The easements, as shown, are hereby dedicated for the purposes as indicated. The Utility and Drainage Easements being hereby dedicated for the mutual use and accommodation of the City of Parker and all public utilities desiring to use or using same. All and any public utility and the City of Parker shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in anyway endanger or interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the City of Parker and all public utilities shall, at all times, have the full Right of Ingress and Egress to or from and upon said Easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems, without the necessity, at any time or procuring the permission of anyone.

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

WITNESS MY HAND AT \_\_\_\_\_, TEXAS this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

For: DONIHOO FARMS, LTD., a Texas limited partnership
By: DF Advisers, LLC, its general partner

By: Stephen L. Sallman, Manager

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Stephen L. Sallman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas
My Commission Expires:

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Daniel Chase O'Neal, hereby certify, that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Parker, Collin County, Texas.

Preliminary, this drawing shall not be recorded for any purpose.

DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6570

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Daniel Chase O'Neal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas
My Commission Expires:

CITY APPROVAL CERTIFICATE

Recommended for Approval:

Chairman, Planning and Zoning Commission
City of Parker, Texas
Date

Approved and Accepted:

Mayor, City of Parker, Texas
Date

The undersigned, the City Secretary of the City of Parker, hereby certifies that the foregoing final plat of Whitestone Estates, Phase 4, a subdivision or addition to the City of Parker was submitted to the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the mayor to note the approval thereof by signing his name herein above subscribed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Secretary
City of Parker, Texas
Date

On-Site Sewage Facilities (OSSF) Notes:

(Due to the site evaluator's determination that lots are predominately class IV soils and rock).

- > All lots must utilize alternative type On-Site Sewage Facilities. Presence of fractured and shallow rock may further limit type of alternative type On-Site Sewage Facilities to Aerobic Treatment with Surface Application or Drip Irrigation on lots.
> All lots must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/streams/ponds, etc. (Per State regulations).
o Each lot has a drainage or drainage/utility easement to which setbacks will be required.
o There are several and/or large drainage/other easements on lots 19F, 20F, 21F, and 22F that might affect system placement, system type or final lot layout. Careful lot pre-planning with RS/PE is recommended on these lots.
> There are no easements other than those noted on the final plat. Any additional easements located on the plat that were not disclosed at the time of approval could render any lot unusable for future or existing OSSF and, therefore, uninhabitable.
> There were no permitted/approved existing structures with associated OSSF(s) on any lot at the time of approval. Any existing structures or OSSFs must be reviewed and permitted by Collin County Development Services prior to any use.
> Tree removal and/or grading for OSSF may be required on individual lots.
> There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
> Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.
> Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

HEALTH DEPARTMENT CERTIFICATION:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

PRELIMINARY PLAT
WHITESTONE ESTATES
PHASE 4

OWNER
DONIHOO FARMS, LTD.
4040 N CENTRAL EXWY., SUITE B50
DALLAS, TX, 75204
(214) 368-0238
LAND SURVEYOR
ONEAL SURVEYING COMPANY
205 WINDCO CIRCLE, SUITE 100
WYLIE, TX 75098
TBPLS Firm No. 10194132 JOB NO. 19127
daniel.oneal@onealsurveying.com
(903) 804-2891

34 RESIDENTIAL LOTS
1 COMMON AREA
BEING
52.678 ACRES
SITUATED IN THE
THOMAS ESTES SURVEY, ABSTRACT NO. 298
CITY OF PARKER, COLLIN COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS REG. NO. 001148
201 WINDCO CIRCLE, SUITE 200, WYLIE, TEXAS 75098
(972) 941-8400 FAX (972) 941-8401

DATE: 5/09/2024

SHEET 2 OF 2

**RESOLUTION NO. 2015-471***(Development Agreement - Donihoo Farms)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND GENEVA PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP AND WARNER LAND ADVISORS, L.P., A TEXAS LIMITED PARTNERSHIP PROVIDING FOR A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 131.6 ACRES OF LAND IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PARKER DESCRIBED IN EXHIBIT A, ATTACHED HERETO; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING A SAVINGS CLAUSE.**

**WHEREAS**, the Parties have the power and authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code; and

**WHEREAS**, the Parker City Council has reviewed an agreement by and between the City of Parker and GENEVA PARTNERS, LTD., A Texas limited partnership and WARNER LAND ADVISORS, L.P., a Texas limited partnership, entitled "Development Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

**SECTION 1.** The terms of the Agreement are approved.

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

**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Texas on this the 21~~st~~th day of April, 2015.

**CITY OF PARKER**

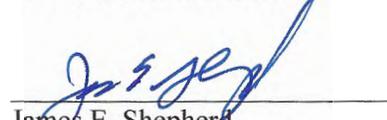


  
Z Marshall  
Mayor

**ATTEST:**

  
Carrie L. Smith  
City Secretary

**APPROVED AS TO FORM:**

  
James E. Shepherd  
City Attorney



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and executed this 21<sup>st</sup> day of April, 2015 (the "**Effective Date**"), by and among the CITY OF PARKER, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "**City**"), GENEVA PARTNERS, LTD., A Texas limited partnership ("**Property Owner**"), and WARNER LAND ADVISORS, L.P., a Texas limited partnership ("**Developer**"). The City, the Property Owner and the Developer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

**WHEREAS**, Property Owner is the owner of that certain approximate 131.6 acre tract of land located in the extraterritorial jurisdiction ("**ETJ**") of the City and being more particularly described on Exhibit A attached to this Agreement and made a part hereof (the "**Property**"), and

**WHEREAS**, the Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement, and

**WHEREAS**, the Property Owner has been notified of his right under Section 43.033(7) of the Texas Local Government Code (the "**Local Government Code**"), to enter into a development agreement in lieu of annexation by the City, and the Property Owner has waived and does waive his right to avoid annexation of land under an agricultural exemption; all as set forth in this Agreement, and

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

**WHEREAS**, the Parties desire to obtain the benefits of certainty and predictability regarding future development of the Property that can be provided by a development agreement for property that is currently located in the ETJ of the City, and which is to be annexed into the City as set forth in this Agreement, and

**WHEREAS**, the Parties have the power and authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code,

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## I. DEFINITIONS.

“City Council” means the City Council of the City.

“Development Plan” means the Development Plan attached hereto as Exhibit B which Development Plan and includes the Development Standards attached hereto as Exhibit C.

“Lender” means a person or entity that receives a collateral assignment, pledge, security interest, lien or other encumbrance of or in all or any part of the Property or in Developer’s right, title and interest in and to this Agreement to secure repayment of a debt or performance of an obligation by Developer.

“Lot Owner” means any “end-buyer of a fully developed and improved lot” within any platted single family residential subdivision as such phrase is used in Section 212.172(f) of the Local Government Code. Without limiting the foregoing, for purposes of this Agreement: (A) the term “end-buyer” means any owner, developer, tenant, user or occupant and (B) the term “fully developed and improved lot” means any lot, regardless of the use, for which a final plat has been approved by the City and recorded in the Official Real Property Records of Collin County, Texas.

## II. ANNEXATION AND DEVELOPMENT.

**1. Agreement Not to Annex.** The City guarantees the continuation of the extraterritorial status of the Owner’s Property, its immunity from annexation by the City, and its immunity from City Property taxes, until annexed under the terms of this Agreement.

**2. Development Plan.** Development of the property shall be in accordance with the conceptual plan of development, which is incorporated herein by reference and attached hereto as Exhibit B (as the same may be modified from time to time by written agreement of the Owner, the Developer and the City, the “Development Plan”). All development applications shall substantially comply with the Development Plan. Owner may make minor revisions to the development plan so long as the total number of single-family lots does not exceed ninety-one (91) lots. All ordinance provisions of the City not specifically modified by specific provisions of the Development Plan and Development Standards shall be in effect and enforceable within the property as they are in the remainder of the City. No lot shall be less than one net acre in size.

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

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

d. All uniform building, fire, plumbing, electrical, mechanical, energy, and property maintenance codes adopted by the City from time to time, including generally applicable local amendments thereto; and

e. Development of the Property shall be governed by and occur in accordance with the development regulations set forth in the City's Single Family Transitional (SFT) Zoning Classification of Chapter 156 of the Code of Ordinances, as specifically modified by the Development Standards attached hereto as Exhibit C.

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

**5. Annexation and Zoning.** The Parties agree that the Property shall not be annexed by the City prior to the fifth anniversary of this Agreement unless (a) the Property is no longer wholly owned by the Owner, or (b) the Owner files with the City a petition for annexation for the Property, whichever (a) or (b) may first occur. The petition to annex must be submitted within ten (10) business days after the recordation of a final plat for the Property. Owner expressly agrees and consents that the Property may be annexed, in whole or in part, by the City on the first occurring of the following:

- a. The fifth anniversary date of this Agreement has passed,
- b. The Owner does not own the Property, either through conveyance to an end buyer, or through foreclosure, or otherwise; or
- c. Failure to submit a valid final plat within the first five years after the Effective Date of this Agreement, and/or failure to timely submit a petition for annexation.
- d. Upon annexation, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the Property that it otherwise enjoys under the law to enforce development regulations within the City limits. Following annexation, the Parties contemplate and the Owner expressly agrees that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations. The City agrees, to the extent permitted by Section 212.172 of the Texas Local Government Code,, to zone the Property to a district (SF or SFT) that is consistent with the Governing Regulations. Regardless of the zoning of the Property after annexation, nothing herein shall be construed to prevent the Property from being developed in accordance with this Agreement. If the Property is zoned as contemplated by the Parties, the zoning shall be consistent with the Governing Regulations. Following annexation and zoning of the Property, any development of the annexed land may begin and shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Owner may, at its option, choose to develop in accordance with such zoning.

### III. WATER SYSTEM.

1. **Certificate of Convenience and Necessity** - The City is the holder of a water CCN that includes the Property.

2. **Water Service** - The City hereby represents that water capacity and pressures shall be available to serve the Development on the same basis as other properties within the same service area as the development. Owner agrees and acknowledges the water supply to the City and the Property is subject to the terms and conditions of the City's sole source of potable water, the North Texas Municipal Water District, and the City has no duty to provide any additional source, quantity, or quality of water to the Property than that provided by NTMWD to the City.

### IV. ROADWAY SYSTEM.

1. **Donihoo Lane** – Developer will not be required to make any improvements to Donihoo Lane.

2. **Hackberry Lane** – Developer will not be required to make any improvements to Hackberry Lane.

3. **Interior Roadway Construction** – On all interior roads in the subdivision, the City will allow the Developer to dedicate fifty (50) foot wide rights of way, with the exception of the N/S Residential Collector which shall have an eighty-five (85) foot right of way with a concrete section of thirty-two feet in width. Stamped concrete is not permitted

### V. TERM OF AGREEMENT.

This Agreement is a development agreement authorized by Section 212.172 of the Local Government Code. This Agreement shall continue in effect for a term of fifteen (15) years after the Effective Date and may be renewed by written agreement of the City and the Developer for two (2) successive periods of fifteen (15) years each, up to a maximum of forty-five (45) years after the Effective Date.

### VI. COLLATERAL ASSIGNMENT BY DEVELOPER TO LENDER.

Developer shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber its right, title and interest in and to this Agreement for the benefit of its Lender without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability, or, unless the Lender becomes the Property Owner of all or some portion of the Property. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a Lender, whether judicial or non-judicial.

## VII. TERMINATION.

In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. This Agreement may be terminated by the mutual written agreement of the Parties.

## VIII. DEFAULTS.

1. If a party is in default under this Agreement, the non-defaulting party must notify all parties in writing of an alleged failure by the non-defaulting party to comply with a provision of this Agreement, which notice must specify the alleged failure with reasonable particularity. The alleged defaulting party must, within thirty (30) days after receipt of such notice or such longer period of time as may be specified in such notice, either cure such alleged failure or, in a written response, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

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

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

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

5. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described hereinabove, the parties agree to submit the disputed issue to non-binding mediation. All parties to this Agreement shall participate in this mediation. The parties must participate in good faith, but in no event must they be obligated to pursue mediation that does not resolve the issue within two (2) days after the mediation is initiated or fourteen (14) days after mediation is requested. The parties participating in the mediation must share the costs of the mediation equally.

6. In the event of a determination that the defaulting party has committed a material breach of this Agreement that is not resolved in mediation, the non-defaulting party may file suit

in a court of competent jurisdiction in Collin County, Texas, and seek any relief available at law or in equity.

## IX. MISCELLANEOUS

1. **Notice.** Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given (i) by certified or registered mail and shall be deemed to have been given and received two (2) days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, or (ii) by personal delivery and/or by recognized overnight delivery service and shall be deemed to have been given and received upon such delivery. Such notice shall be given to the parties hereto at the address set forth in Exhibit D attached hereto. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

2. **Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

3. **Savings/Severability.** In case anyone or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4. **Authority.** Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to the Agreement.

6. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

7. **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

8. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

9. **Time is of the Essence.** Time is of the essence in this Agreement.

10. This Agreement constitutes a “permit” (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.

### 11. Recordation and Releases and Estoppel

a. **Recordation.** Pursuant to the requirements of Section 212.72(c) (4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of Collin County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property (“Successors”); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term “end-buyer” means any owner, developer, tenant, user, or occupant; (B) the term “fully developed and improved lot” means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term “land use and development regulation that apply to specific lots” mean the Development Standards applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).

b. **Releases.** From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff may execute, in recordable form, a release of this Agreement if the requirements of subsection (a) above have been satisfied (subject to the continued applicability of the applicable regulations in accordance with this Agreement). In addition, the City Administrator shall have the authority (but not the obligation) from time to time, to execute further releases of this Agreement with respect to specific tracts of land within the Property, if, in the sole discretion of the City Administrator, such releases are in the best interest of the City. Notwithstanding any other provision of this Agreement, any portion of the Property released from this agreement may be immediately annexed by the City, as may any portion of the Property conveyed to an “end user”.

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

12. **Assignment of Agreement.** Any assignment of this Agreement to an unaffiliated or unrelated entity of Developer requires approval of the City, which approval shall not unreasonably be withheld. A related or unrelated assignee under this subsection shall be subject to all of Developer’s obligations as set forth in this Agreement.

**13. Authority.** Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

**14. Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed; and pursuant to Section 212.172 of the TEX.LOC.GOV'T CODE as to the City.

**15. Binding Effect.** This Agreement runs with the land and will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.

**16. Authority.** The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of the Developer has been authorized to do so. Each assignee, lender or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

**17. Governmental Powers; Waivers of Immunity.** By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights.

Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

**18. Effective Date.** The Effective Date of this Development Agreement shall be either (i) the date on which this Agreement is approved by the City Council of the City or (ii) the date on which rezoning acceptable to Developer on the adjacent 322 acres (which is the subject of Developer's application for rezoning dated January 21, 2015) is approved by the City Council. The Agreement must be approved and executed by Owner and Developer prior to the City approval.

***[SIGNATURE PAGES FOLLOW]***

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of April 21, 2015.

**PROPERTY OWNER:**

GENEVA PARTNERS, LTD.,

a Texas limited partnership

By: Stephen L. Sallman, Mgr.

Name: Stephen L. Sallman

Title: Manager

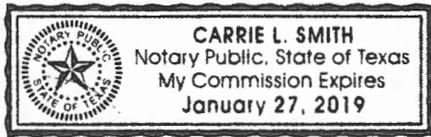
STATE OF TEXAS §

§

COUNTY OF ~~DALLAS~~ §

COLLIN

This instrument was acknowledged on the 21 day of April, 2015,  
by Stephen L. Sallman, Manager of Geneva Partners, Ltd. on behalf of said partnership.



Carrie L. Smith

Notary Public in and for the State of Texas

My Commission Expires: 1/27/2019

**DEVELOPER:**

WARNER LAND ADVISORS, L.P.,  
a Texas limited partnership

By: Warner Capital, L.L.C.,  
a Texas limited liability company,  
Its general partner

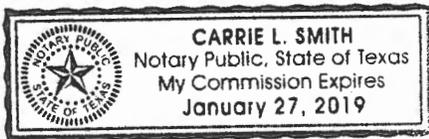
By: Stephen L. Sallman, Mgr.

Name: Stephen L. Sallman

Title: Manager

STATE OF TEXAS            §  
  §  
COUNTY OF ~~DALLAS~~    §  
                                  COLLIN

This instrument was acknowledged on the 21<sup>st</sup> day of April, 2015, by Stephen L. Sallman, Manager of Warner Capital, LLC, a Texas limited liability company, the General Partner of Warner Land Advisors, L.P., a Texas limited partnership, on behalf of said company and limited partnerships.



Carrie L. Smith

Notary Public in and for the State of Texas

My Commission Expires: 1/27/2019

**CITY:**

CITY OF PARKER, TEXAS



By: \_\_\_\_\_

Name: Z Marshall

Title: Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: James E. Shepherd

Title: City Attorney

SCHEDULE OF EXHIBITS:

Exhibit A – Description of Property

Exhibit B – Development Plan

Exhibit C – Development Standards

Exhibit D – Address for Notices

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SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

EXHIBIT ADescription of Property

## TRACT 1

## METES AND BOUNDS DESCRIPTION

47605

BEING a tract of land situated in the Thomas Estes Survey, Abstract No. 298, City of Parker, Collin County, Texas the subject tract being a portion of a tract of land conveyed to Billy Joe Donihoo according to the deed recorded in County Clerk's File Number 97-0009145 of the Deed Records of Collin County, Texas (DRCCT), the subject tract being more particularly described as follows;

BEGINNING at a "PK" nail set in the approximate center line of Hackberry Lane, same being the southwest corner of a tract of land conveyed to Mark Matheny according to the deed recorded in County Clerk's File Number 97-0021137 (DRCCT), from said "PK" nail a 1/2" iron pin found bears N 10° 04' 23" E, a distance of 203.03 feet;

THENCE, N 89° 59' 26" E, along the south line of said Matheny Tract, a distance of 1305.95 feet to a 1/2" iron pin found at corner;

THENCE, N 01° 42' 02" E, along the east line of said Matheny Tract, a distance of 200.76 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a 1/2" iron pin found bears N 04° 25' 45" W, a distance of 2.94 feet;

THENCE, N 89° 58' 50" E, passing a 1/2" iron pin found on line at a distance of 2696.05 feet and continuing a total distance of 2716.10 feet to a 1/2" iron pin with a yellow cap stamped Precise Land Surveying found at corner, from which a 1/2" iron pin found bears N 42° 39' 18" W, a distance of 1.19 feet;

THENCE, S 00° 32' 01" W, along the west line of Parker Estates, an addition to the City of Parker according to the file plat recorded in Cabinet A, Page 198 (DRCCT), a distance of 727.24 feet to a 1/2" iron pin found at corner;

THENCE, S 00° 53' 21" W, along the west line of a tract of land conveyed to Tareef Jarjour et, al, according to the deed recorded in Volume 2147, Page 41 (DRCCT), a distance of 636.64 feet to a 1/2" iron pin with a red cap found at the southwest corner of said Jarjour Tract and the northwest corner of a tract of land conveyed to Douglas P. Williams according to the deed recorded in Volume 1463, Page 303 (DRCCT), same being the northeast corner of a tract of land conveyed to Chieh Chen and Sherry K. Chern according to the deed recorded in County Clerk's File Number 92-0029270 (DRCCT);

THENCE, S 89° 31' 21" W, along the north line of said Chen Tract, a distance of 388.43 feet to a 1/2" iron pin found at the northeast corner of Cottonwood Acres North, an addition to the City of Parker according to the file plat recorded in, Volume 6, Page 84 (DRCCT);

THENCE, N 89° 29' 17" W, along the north line of said Cottonwood Acres North, a distance of 1604.36 feet;

THENCE, S 00° 39' 53" W, a distance of 3.96 feet to the northeast corner of Windmill Country Estates, an addition to the City of Parker according to the file plat recorded in Volume 10, Page 27 (DRCCT);

THENCE, S 89° 44' 29" W, along the north line of said Windmill Country Estates, and towards the south side of Donihoo Lane, a distance of 2026.43 feet to a 1/2" iron pin found at the northwest corner of said Windmill Country Estates;

THENCE, N 86° 17' 09" W, a distance of 25.01 feet;

THENCE, N 01° 36' 54" E, along the approximate center line of said Hackberry Lane, a distance of 1162.81 feet to the PLACE OF BEGINNING with the subject tract containing 5,226,264 square feet or 119.9785 acres of land.

pg A-1

TRACT 1 (CONT.)  
METES AND BOUNDS DESCRIPTION

4835S

BEING a tract of land situated in the Thomas Estes Survey, Abstract No. 298, City of Parker, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Chih-Chieh Chen and Sherry K. Chern according to the deed recorded in County Clerk's File No. 92-0029270 of the Deed Records of Collin County, Texas (DRCCT), the subject tract being more particularly described as follows;

BEGINNING at a 1/2" iron pin found with a red cap at the northeast corner of the subject tract same being the southeast corner of a tract of land conveyed to Geneva Partners, Ltd. according to the deed recorded in Volume 5874, Page 2850 (DRCCT), said point being the southwest corner of a tract of land conveyed to Tareef Jarjour etal according to the deed recorded in Volume 2147, Page 41 (DRCCT), and further being the northwest corner of a tract of land conveyed to Douglas F. Williams according to the deed recorded in Volume 1463, Page 303 (DRCCT);

THENCE, S 00° 34' 37" W, along the west line of said Williams Tract, a distance of 458.31 feet to a 1" iron pipe found at the southwest corner of said Williams Tract;

THENCE, S 00° 44' 55" W, along the west line of a tract of land conveyed to Plano Independent School District according to the deed recorded in Volume 5571, Page 4618 (DRCCT), a distance of 850.24 feet to a point for corner;

THENCE, S 89° 58' 09" W, along a north line of said Plano Independent School District Tract passing a wood fence corner post found at the northwest corner of said Plano Independent School District Tract at a distance of 30 feet and continuing along the north line of a tract of land conveyed to Geoffery L. Condren according to the deed recorded in County Clerk's File No. 94-0015084 (DRCCT), a total distance of 387.33 feet to a wood fence corner post found at the northwest corner of said Condren Tract, same being in the east line of Cottonwood Acres North, an addition to the City of Parker according to the file plat recorded in Volume 6, Page 84 (DRCCT);

THENCE, N 00° 38' 33" E, along the east line of said Cottonwood Acres North, passing a 1/2" iron pin found on line at a distance of 129.68 feet, continuing a total distance of 1305.51 feet to a 5/8" iron pin found at the northeast corner of said Cottonwood Acres North, same being in the south line of said Geneva Partners, Ltd tract;

THENCE, N 89° 31' 21" E, along the south line of said Geneva Partners, Ltd tract, a distance of 388.43 feet to the PLACE OF BEGINNING with the subject tract containing 507,485 square feet or 11.6503 acres of land.

pg. A-2

EXHIBIT A  
PROPERTY DESCRIPTION  
TRACT 2

**J.E. SMITH, LAND SURVEYOR**  
5269 HWY No. 377 SOUTH  
AUBREY, TEXAS 76227

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

BEGINNING at an 1/2 inch iron rod set for the Northeast corner of said THOMAS ESTES SURVEY, said corner being on the West line of Easy Acres Addition, an addition to Collin County according to the plat thereof recorded in Volume 6, page 87 of the Collin County Map Records, said corner also being the Southeast corner of a record 319.024 acre tract described in a deed to Douglas/Hall, Ltd., recorded in Volume 5434, page 940 of the Collin County Land Records;

THENCE with an old road and the East line of the THOMAS ESTES SURVEY, South 01 degrees 18 minutes 21 seconds West 97.68 feet to an 1/2 inch iron rod found at the Southwest corner of said Easy Acres Addition;

THENCE continuing with said old road and the East line of the THOMAS ESTES SURVEY, South 00 degrees 50 minutes 59 seconds West 2,110.69 feet to a 5/8 inch iron rod found for corner, said corner being the Northeast corner of the tract described in a deed to Billy Joe Donihoo recorded under Clerk's File No. 97-0009145;

THENCE North 89 degrees 36 minutes 13 seconds West at 2715.56 feet passing an 1/2 inch iron rod set at the Northeast corner of a record 3.00 acre tract (described in a deed recorded in Volume 3873, page 413 of the Collin County Land Records) and in all a total distance of 2854.56 feet to the Southeast corner of Sycamore Estates Subdivision (an addition to the City of Parker, according to the plat thereof as recorded in Volume 11, page 59 of the Collin County Map Records) for the Southwest corner hereof;

THENCE along the East line of said Sycamore Estates Subdivision, North 01 degrees 42 minutes 07 seconds East 344.20 to an 1/2 inch Iron rod found at a re-entrant corner hereof;

THENCE North 89 degrees 57 minutes 13 seconds West 132.47 feet to an 1/2 Inch iron rod found at an exterior ell corner hereof;

THENCE continuing with the East line of said Sycamore Estates Subdivision, North 00 degrees 12 minutes 07 seconds East 1859.47 feet to an 1/2 inch iron rod set at the Northeast corner of said Sycamore Estates Subdivision for the Northwest corner hereof, said corner being on the South line of said 319.024 acre tract;

THENCE South 89 degrees 42 minutes 32 seconds East a distance of 3003.76 feet to the Place of BEGINNING and containing 150.41 acres of land.

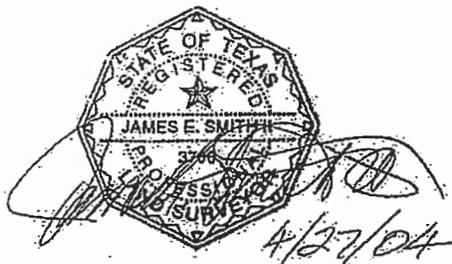


EXHIBIT A  
PROPERTY DESCRIPTION  
TRACT 3

J.E. SMITH, LAND SURVEYOR  
5269 HWY No. 377 SOUTH  
AUBREY, TEXAS 76227

All that certain tract or parcel of land lying and being situated in the City of Parker, Collin County, Texas, and being a part of the G.W. GUNNELL SURVEY, ABSTRACT NO. 350, and being that tract of land designated Parker Estates according to the plat thereof recorded in Cabinet 10, Page 28 of the Collin County Map Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at an 1/2 inch iron rod found on the West right-of-way line of F.M. Highway No. 2551 at the Southeast corner of Easy Acres Addition, an addition to Collin County according to the plat thereof recorded in Volume 6, Page 87 of the Collin County Map Records, said corner being the Northeast corner of the premises herein described; THENCE along the West right-of-way line of said F.M. Highway No. 2551, South 00 degrees 41 minutes 57 seconds West 1664.10 feet to an 1/2 inch iron rod set at a point of curvature; THENCE continuing along the West right-of-way line of said F.M. Highway along a curve to the left subtended by an angle of 12 degrees 17 minutes 20 seconds and a radius of 1954.86 feet, with a chord that bears South 05 degrees 26 minutes 43 seconds East 418.48 feet, an arc length of 419.28 feet to an 1/2 inch iron rod set on the East line of said GUNNELL SURVEY; THENCE along the East line of the G.W. GUNNELL SURVEY, South 00 degrees 48 minutes 47 seconds West passing the Northwest corner of a record 9.723 acre tract described in a deed recorded under Clerk's File No. 95-0023382 and in all a total distance of 748.16 feet to an 1/2 inch iron rod set for the Southeast corner hereof; THENCE South 89 degrees 59 minutes 09 seconds West at 40.7 feet passing a 3/4 inch iron rod found and in all a total distance of 2676.56 feet to an 1/2 inch iron rod set on the West line of said GUNNELL SURVEY for the Northwest corner of a record 34.996 acre tract (described in a deed recorded in Volume 2147, Page 41 of the Collin County Land Records) and the Southwest corner hereof; THENCE with an old road and the West line of said GUNNELL SURVEY (common with the East line of the THOMAS ESTES SURVEY, ABSTRACT NO. 298), North 00 degrees 49 minutes 04 seconds East 726.61 feet to a 5/8 inch iron rod found at the Southeast corner of a tract described in a deed to Parker Estates Associates recorded in Volume 1901, Page 930 of the Collin County Land Records; THENCE continuing with said old road in the West line of the G.W. GUNNELL SURVEY, North 00 degrees 50 minutes 59 seconds East 2110.69 feet to an 1/2 inch iron rod found at the Southwest corner of said Easy Acres Addition for the Northwest corner hereof; THENCE South 89 degrees 48 minutes 14 seconds East a distance of 2626.11 feet to the Place of BEGINNING and containing 171.93 acres of land.

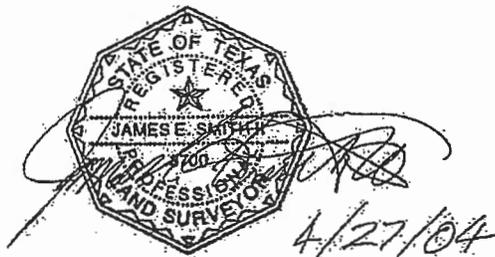


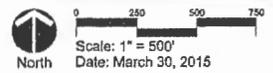
EXHIBIT B  
DEVELOPMENT PLAN



Land Use Summary	
<b>Tract 1</b>	
Gross Site Area:	131.63 acres
Total Lots:	91 lots
Gross Density:	1.45 acres/lot
Right of Way Area:	16.50 acres
Net Area:	115.13 acres
Net Lot Size:	1.27 acres

**SEC Planning, LLC**  
Land Planning + Landscape Architecture + Community Branding  
AUSTIN, TEXAS  
1512.246.7000 + 1512.246.7701  
www.secplanning.com + info@secplanning.com

**TRACT 1 LOTTING PLAN**  
**DONIHOO FARMS**  
**WARNER GROUP, INC.**  
PARKER, TEXAS



SHEET FILE: C:\141151-WARNER\ACTIVE\PLANNING\Output\2015-03-30 Exhibit\Tract 1 Lotting.dwg  
The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

## **EXHIBIT C**

### **Development Standards**

The following uses and standards shall be applied to the Property:

#### **1. Uses:**

- a. Single Family Residential and accessory uses per SFT zoning district requirements in the City Comprehensive Zoning Ordinance..

#### **2. Building Regulations for Property:**

- a. Minimum Lot Size: One Acre
- b. Average Lot Size: 1.30 acres gross average / 1.2 acre net average (over entire Property – not per platted phases )
- c. Minimum Width on Lots 1.5 acres or greater in size : 150 ft except as restricted below in Item 2.f. Adjacent Subdivision Requirements
- d. Setbacks for all Lots: Front Setback = 50', Side Setback 25', Rear Setback = 30', Corner Setback = 50'
- e. Cul-de-sacs - Cul-de-sacs may be up to 1,500 linear feet in length.
- f. Adjacent Subdivision Requirements:
  - (i) Lot widths adjacent to Windmill Country Estates and Cottonwood Acres North Additions shall not be less than 200 feet;
  - (ii) Lot width contiguous to Hackberry Lane shall not be less than 200 feet.

#### **3. Building Materials**

- a. Total Exterior Elevation --- 90% brick, stucco, stone, or masonry, exclusive of windows, doors, gables and trim.
- b. Any Single Elevation --- not less than 75% brick, stucco or

stone, on any one elevation, exclusive of windows, doors, gables and trim.

**4. Minimum Living Area** --- Minimum 3000 square feet (air conditioned) on all lots.

**5. Outbuildings** – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot. Outbuildings do not include accessory dwellings, which require a special use permit from the City.

**6. Fencing** – wrought iron or rail fencing per City of Parker ordinances.

**7. Utilities** – All utilities shall be installed underground.

**8. Mailboxes** - to be constructed of brick or stone material and located at the edge of street.

**9. Other Standards** – Unless addressed hereinabove, the development must comply with the requirements of the City's SFT zoning district and Subdivision Ordinance in effect on the Effective Date of the Development Agreement.

Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
05/11/2015 09:48:23 AM  
\$94.00 CJAMAL  
20150511000539840



A handwritten signature in cursive script that reads "Stacey Kemp".

**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**

October 24, 2024

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

The Planning & Zoning Commission met on the above date. Chair Wright called the meeting to order at 5:34 PM.

Commissioners Present:			
X	Chair Russell Wright		X
X	Vice Chair Joe Lozano		
	Commissioner & Secretary Wei Wei Jeang		X
	Commissioner David Leamy		
X	Commissioner Jasmat Sutaria		
Staff/Others Present:			
X	Public Works Dir. Gary Machado		
	City Secretary Patti Scott Grey		
			Interim City Attorney Catherine Clifton
			City Administrator Luke B. Olson

**APPOINTMENT OF ALTERNATE(S)**

Alternate Commissioners Estabrook and Ammar are included for the quorum.

**PLEDGE OF ALLEGIANCE**

The pledges were recited.

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

No public comments.

## INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING APPROVAL OF THE MEETING MINUTES FOR SEPTEMBER 26, 2024.

MOTION: Commissioner Lozano moved to approve the minutes.

Commissioner Sutaria seconded the motion. The motion carried 5-0.

2. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES – PHASE 4 PRELIMINARY PLAT.

Whitestone Estates Development representatives made a presentation and the Commissioners asked questions about trees and drainage issues.

MOTION: Commissioner Lozano moved to recommend to the City Council approval of the Whitestone Estates Phase 4 preliminary plat.

Commissioner Sutaria seconded the motion. The motion carried 5-0.

3. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING - PHASE 6 AND 7 PRELIMINARY PLAT.

Kings Crossing Development representatives made a presentation and the Commissioners asked questions about hydrology and drainage issues, and about prevention of silt accumulation in the creek during construction. The representatives were asked by Commissioner Ammar to summarize the flood study done in January. They confirmed that this development will be on a sewer system.

MOTION: Commissioner Estabrook moved to recommend to the City Council approval of the Kings Crossing Phases 6 and 7 preliminary plat.

Commissioner Lozano seconded the motion. The motion carried 5-0.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON REVISIONS TO THE COMPREHENSIVE PLAN (COMP PLAN).

Commissioners discussed the numerous revisions present in the packet and which version to send to the City Council for their consideration and review. Chair Wright suggested that he will identify the latest version and forwarding that version as the Comp Plan Consolidated Revision to the City's Administrator, who will make sure that the City Council works from that version. Commissioner Ammar stated that the citizen's (Terry Lynch) comments be a part of the packet.

MOTION: Commissioner Lozano moved to submit the Consolidated Revision of the Comp Plan with Terry Lynch's comments to the City Council.

Commissioner Sutaria seconded the motion. The motion carried 5-0.

5. FUTURE AGENDA ITEMS

None.

6. ADJOURN

Chair Wright adjourned the meeting at 6:20 PM.

Minutes Approved on \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chair Russell Wright

Attest and Prepared by:

\_\_\_\_\_  
Commissioner & Secretary Wei Wei Jeang



## Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for Public Works Director Gary Machado
Estimated Cost:	Date Prepared: November 14, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. Development Application</li> <li>2. Fee receipt</li> <li>3. Engineering Letter</li> <li>4. Preliminary Plat</li> <li>5. Development Agreement</li> <li>6. Draft 2024 1024 P&amp;Z meeting minutes – <b>Received 2024 1119</b></li> </ol>

### AGENDA SUBJECT

CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING - PHASE 6 AND 7, BLOCK A – BLOCK D PRELIMINARY PLAT.

### SUMMARY

#### Draft 2024 1024 P&Z meeting minutes update – Note:

Kings Crossing Development representatives made a presentation and the Commissioners asked questions about hydrology and drainage issues, and about prevention of silt accumulation in the creek during construction. The representatives were asked by Commissioner Ammar to summarize the flood study done in January. They confirmed that this development will be on a sewer system.

MOTION: Commissioner Estabrook moved to recommend to the City Council approval of the Kings Crossing Phases 6 and 7 preliminary plat.

Commissioner Lozano seconded the motion. The motion carried 5-0.

Please review the information provided for Kings Crossing Phase 6 and 7, Block A – Block D, Preliminary Plat, 82 Residential Lots, 1 Common Area, 118.001 acres situated in the Ann S. Hurt Survey, Abstract No. 428 and the A.J. Tucker Surve, Abstract No. 910, City of Parker, Collin County, Texas.

### POSSIBLE ACTION

City Council may approve, approve with conditions, or deny. If no action is taken within 30 days from recommendation of approval by P&Z (10/24/2024), the plat will be approved by operation of law.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15/2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024

# KINGS CROSSING SIX, LTD.

September 26, 2024

City of Parker  
c/o Mr. Gary Machado  
5700 Parker Rd  
Parker, Texas 75002

Ref: Kings Crossing Phase 6 and 7  
Preliminary Plat Application

Dear Gary:

Attached is our Development Application for approval of the Preliminary Plat for Kings Crossing Phase 6 and 7.

Please note that the Application Fees are attached and have been calculated below.

<i>Base Fee</i>	<i>\$800</i>
<i>\$30/Acre x 118 Acres =</i>	<i><u>\$3,540</u></i>
<i>Application Fee</i>	<i><b>\$4,340</b></i>

We request that the preliminary plat be placed on the next available P&Z Agenda, October 24, 2024.

Please contact me if you have any questions or additional concerns.

Sincerely,



Preston Walhood

enclosure

1025

**Kings Crossing Six, Ltd.**  
4040 N Central Expwy., Suite 850  
Dallas, Texas 75204  
214-368-0238

**BANK OF TEXAS**  
Powered by BOK Financial  
32-1432/1110

9/24/2024

PAY TO THE  
ORDER OF City of Parker

\$ \*\*4,340.00

Four Thousand Three Hundred Forty and 00/100\*\*\*\*\*

DOLLARS

City of Parker  
5700 E. Parker Road  
Parker, Texas 75002



AUTHORIZED SIGNATURE

MEMO

Prelim Plat App Fee (118 Acres)



**COPY**

**Kings Crossing Six, Ltd.**

City of Parker

Prelim Plat App Fee (118 Acres)  
Invoice #091724

9/24/2024

1025

4,340.00

Kings Six-Chk (BOTx) Prelim Plat App Fee (118 Acres)

4,340.00

Security features. Details on back.



**DEVELOPMENT APPLICATION**  
**City of Parker, Texas**



Proposed Name of Subdivision: Kings Crossing Phase 6 and 7

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

Physical Location of Property: N of Ph. 5, S & adjacent to Lucas Rd, E of Parker Lake Estates  
(Address and General Location – Approximate distance to the nearest existing street corner)

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

Ann S. Hurt Survey/Abs. 428; A.J. Tucker Survey/Abs. 910  
(Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Per Approved DA 9/11/07

Acreage: 119.001 Existing # of Lots/Tracts: 2 Tracts Existing Zoning: Parker 2007 Sub. Ord.  
(If a PD, include the Ordinance with application)

Property Owner's Name: Kings Crossing Six, Ltd Phone Number: 214-368-0238

Applicant/Contact Person: Stephen Sallman Title: \_\_\_\_\_

Company Name: Kings Crossing Six, Ltd

Street/Mailing Address: 4040 N. Central Expressway, Ste 850 City: Dallas State: TX Zip: 75204

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

Engineering Company: Pape-Dawson Consulting Engineers, LLC

Contact Person: Thomas Moss Title: Engineer/Project Manager

Street/Mailing Address: 6105 Tennyson Pkwy, Ste 210 City: Plano State: TX Zip: 75024

Phone: 214-420-8494 Fax: \_\_\_\_\_ Email Address: tmoss@pape-dawson.com

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

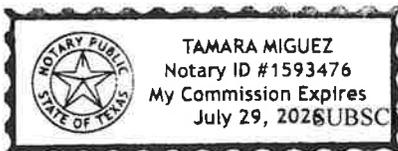
STATE OF TEXAS ) (

COUNTY OF Dallas ) (

BEFORE ME, a Notary Public, on this day personally appeared Stephen L. Sallman, manager the undersigned applicant, who, under oath, stated the following "I hereby certify that I am the owner, or duly authorized agent of the owner, (Proof must be attached, e.g. "Power of Attorney") for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

Stephen L. Sallman  
Owner / Agent (circle one)

24th day of September, 2024.



Notary Public in and for the State of Texas: Tamara Miguez

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

**SUBMITTAL DEADLINES:** In accordance with the most recent Plat Submittal Calendar posted on the City of Parker Website.

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

**ALL APPLICATIONS MUST BE COMPLETE BEFORE THEY WILL BE PLACED ON A CITY AGENDA.** It is the applicant's responsibility to be familiar with and to comply with the requirements of this application and checklist as well as the City of Parker, Texas Code of Ordinances, Chapter 155, Subdivision Regulations ("Subdivision Regulations"). (.

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

**SUBMITTAL FEES:** All fees are due and payable at the time of application, except inspection and/or engineering fees, which are due at the time of preconstruction conference contemplated by §155.046 of the Subdivision Regulations. No construction shall take place prior to the preconstruction conference, g submission of certified construction cost bid(s) by the contractor(s) and Owner, and satisfaction of the remaining requirements of §155.046. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

**City Contact Information:**

**Public Workers Director  
City of Parker, Texas  
5700 E. Parker Road \* Parker, Texas 75002  
Phone 972-442-6811 \* Fax 972-442-2894 \* [www.parkertexas.us](http://www.parkertexas.us)**

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

\_\_\_\_\_  
Signature Title    
**OFFICIAL SUBMISSION DATE**

Fees Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_ From : \_\_\_\_\_

P&Z Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_ CC Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Plans routed for review on \_\_\_\_\_, to:  Public Works Director

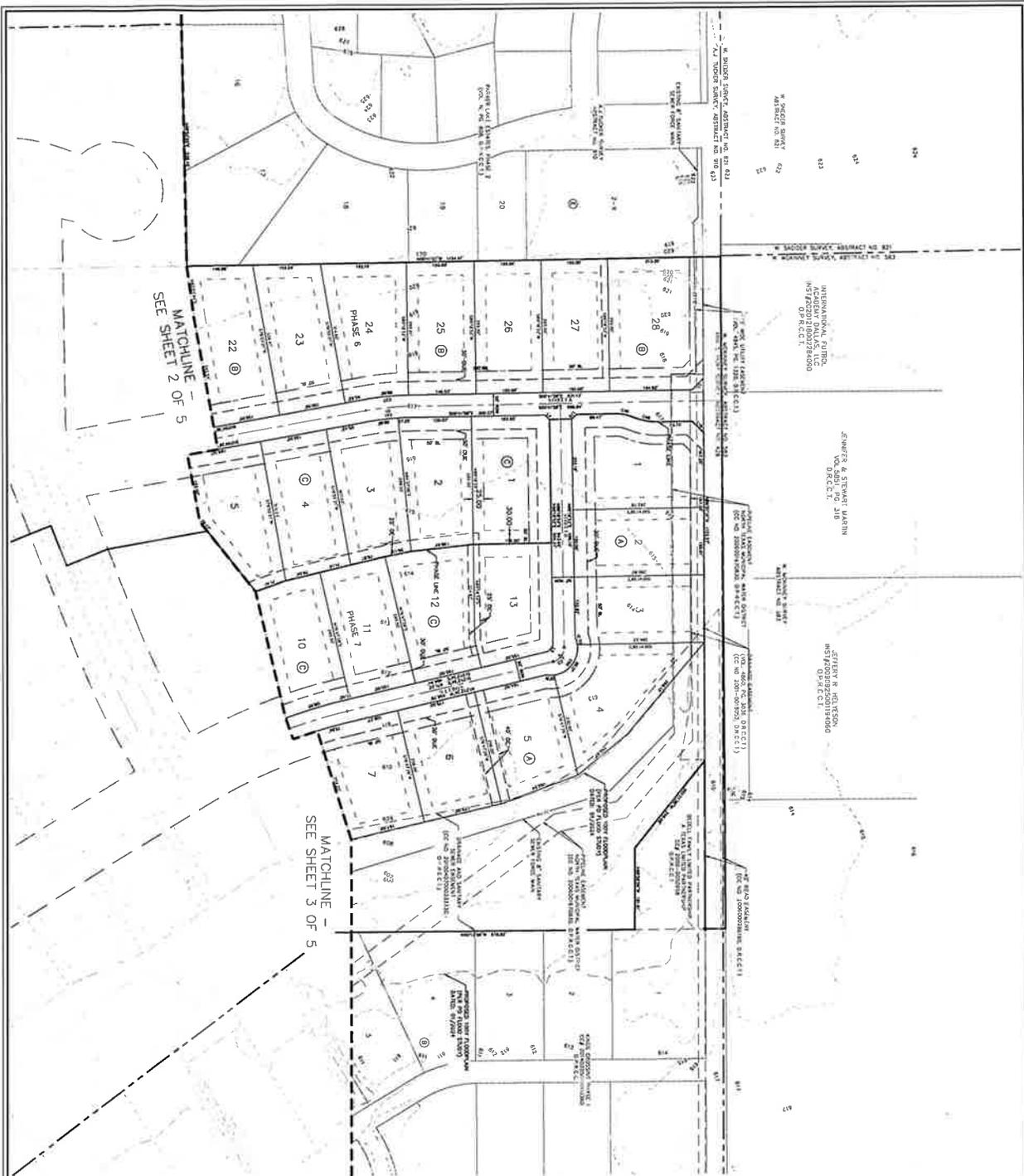
City Engineer

Building Official

Fire Department

Police Department

Public Hearing Required:  Yes  No  
Paper Notice \_\_\_\_\_ (date)  
Written Notice \_\_\_\_\_ (date)



**OWNER/DEVELOPER:**  
KINGS CROSSING S&L LTD  
4400 N CENTRAL EXPRESSWAY  
DALLAS, TEXAS 75204  
PHONE: 469-297-4400  
CONTRACT: 2024010101

**SURVEYOR:**  
PAPE-DAWSON ENGINEERS, INC.  
10000 WINDYBROOK DRIVE, SUITE 210  
PLANO, TEXAS 75024  
PHONE: 972-423-8800  
TXBLS: 00040, 00149-90

**DATE OF PREPARATION:** MARCH 1, 2024  
**PRELIMINARY PLAN**  
**KINGS CROSSING**  
**PHASE 6 & 7**  
**BLOCK A - BLOCK D**

BEING A TYPICAL ADJACENT STRIP TO THE ADJACENT SURVEY, AND SUBJECT MATTER IS NOT IN THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345

**CONTRACT NO. 2024010101**

**SHEET 1 OF 5**

**GENERAL NOTES:**

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
2. THE SURVEY IS BASED ON THE ADJACENT SURVEY AND THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345.
3. THE SURVEY IS BASED ON THE ADJACENT SURVEY AND THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345.
4. THE SURVEY IS BASED ON THE ADJACENT SURVEY AND THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345.
5. THE SURVEY IS BASED ON THE ADJACENT SURVEY AND THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345.
6. THE SURVEY IS BASED ON THE ADJACENT SURVEY AND THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345.
7. THE SURVEY IS BASED ON THE ADJACENT SURVEY AND THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345.
8. THE SURVEY IS BASED ON THE ADJACENT SURVEY AND THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345.
9. THE SURVEY IS BASED ON THE ADJACENT SURVEY AND THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345.
10. THE SURVEY IS BASED ON THE ADJACENT SURVEY AND THE CITY OF FORTWORTH CADASTRAL MAP NO. 12345.

**LEGEND:**

- 1. BOUNDARY LINE
- 2. SURVEY POINT
- 3. EASEMENT
- 4. EASEMENT
- 5. EASEMENT
- 6. EASEMENT
- 7. EASEMENT
- 8. EASEMENT
- 9. EASEMENT
- 10. EASEMENT

**SCALE:** 1" = 100'

**LOCATION MAP:**

**TYPICAL LOT DETAIL:**



**OWNER/DEVELOPER:**  
 KINGS CROSSING BK1, LTD.  
 4400 N. CENTRAL EXPRESSWAY  
 DALLAS, TEXAS 75204

**PROJECT DESIGNER:**  
 PAPER-DAWSON ENGINEERS  
 61007 S. DOWNSBOROUGH AVENUE, SUITE 210  
 PLANO, TEXAS 75024  
 TEL: 972.750.4100  
 TDD: 972.750.4100

**DATE OF PREPARATION:** MARCH 2024  
**PRELIMINARY PLAT**  
**OF**  
**KINGS CROSSING**  
**PHASE 6 & 7**  
**BLOCK A - BLOCK D**

BEING A TRACT OF LAND SITUATED IN THE EAST EIGHTH  
 SUBDIVISION, A SUBTRACT NUMBERED 181 IN THE CITY OF FORTWORTH,  
 TARRANT COUNTY, TEXAS

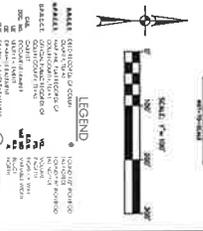
**PREPARED BY:**  
 PAPER-DAWSON ENGINEERS  
 61007 S. DOWNSBOROUGH AVENUE, SUITE 210  
 PLANO, TEXAS 75024  
 TEL: 972.750.4100  
 TDD: 972.750.4100

**SHEET 2 OF 5**



**GENERAL NOTES:**

1. THIS PLAT IS A PRELIMINARY PLAT AND IS SUBJECT TO THE APPROVAL OF THE CITY OF FORTWORTH, TEXAS.
2. THE CITY OF FORTWORTH, TEXAS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT AND THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT.
3. THE CITY OF FORTWORTH, TEXAS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT AND THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT.
4. THE CITY OF FORTWORTH, TEXAS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT AND THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT.
5. THE CITY OF FORTWORTH, TEXAS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT AND THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT.
6. THE CITY OF FORTWORTH, TEXAS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT AND THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT.
7. THE CITY OF FORTWORTH, TEXAS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT AND THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT.
8. THE CITY OF FORTWORTH, TEXAS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT AND THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT.
9. THE CITY OF FORTWORTH, TEXAS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT AND THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT.
10. THE CITY OF FORTWORTH, TEXAS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT AND THE CITY OF FORTWORTH, TEXAS, SUBDIVISION ACT.





LOT AREA TABLE

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
1	1,234	28.1
2	1,567	35.8
3	1,890	43.2
4	2,123	49.1
5	2,456	56.4
6	2,789	63.7
7	3,123	71.5
8	3,456	79.2
9	3,789	86.9
10	4,123	94.6
11	4,456	102.3
12	4,789	110.0
13	5,123	117.7
14	5,456	125.4
15	5,789	133.1
16	6,123	140.8
17	6,456	148.5
18	6,789	156.2
19	7,123	163.9
20	7,456	171.6
21	7,789	179.3
22	8,123	187.0
23	8,456	194.7
24	8,789	202.4
25	9,123	210.1
26	9,456	217.8
27	9,789	225.5
28	10,123	233.2
29	10,456	240.9
30	10,789	248.6
31	11,123	256.3
32	11,456	264.0
33	11,789	271.7
34	12,123	279.4
35	12,456	287.1
36	12,789	294.8
37	13,123	302.5
38	13,456	310.2
39	13,789	317.9
40	14,123	325.6
41	14,456	333.3
42	14,789	341.0
43	15,123	348.7
44	15,456	356.4
45	15,789	364.1
46	16,123	371.8
47	16,456	379.5
48	16,789	387.2
49	17,123	394.9
50	17,456	402.6
51	17,789	410.3
52	18,123	418.0
53	18,456	425.7
54	18,789	433.4
55	19,123	441.1
56	19,456	448.8
57	19,789	456.5
58	20,123	464.2
59	20,456	471.9
60	20,789	479.6
61	21,123	487.3
62	21,456	495.0
63	21,789	502.7
64	22,123	510.4
65	22,456	518.1
66	22,789	525.8
67	23,123	533.5
68	23,456	541.2
69	23,789	548.9
70	24,123	556.6
71	24,456	564.3
72	24,789	572.0
73	25,123	579.7
74	25,456	587.4
75	25,789	595.1
76	26,123	602.8
77	26,456	610.5
78	26,789	618.2
79	27,123	625.9
80	27,456	633.6
81	27,789	641.3
82	28,123	649.0
83	28,456	656.7
84	28,789	664.4
85	29,123	672.1
86	29,456	679.8
87	29,789	687.5
88	30,123	695.2
89	30,456	702.9
90	30,789	710.6
91	31,123	718.3
92	31,456	726.0
93	31,789	733.7
94	32,123	741.4
95	32,456	749.1
96	32,789	756.8
97	33,123	764.5
98	33,456	772.2
99	33,789	779.9
100	34,123	787.6

LOT AREA TABLE

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
101	34,456	795.3
102	34,789	803.0
103	35,123	810.7
104	35,456	818.4
105	35,789	826.1
106	36,123	833.8
107	36,456	841.5
108	36,789	849.2
109	37,123	856.9
110	37,456	864.6
111	37,789	872.3
112	38,123	880.0
113	38,456	887.7
114	38,789	895.4
115	39,123	903.1
116	39,456	910.8
117	39,789	918.5
118	40,123	926.2
119	40,456	933.9
120	40,789	941.6
121	41,123	949.3
122	41,456	957.0
123	41,789	964.7
124	42,123	972.4
125	42,456	980.1
126	42,789	987.8
127	43,123	995.5
128	43,456	1,003.2
129	43,789	1,010.9
130	44,123	1,018.6
131	44,456	1,026.3
132	44,789	1,034.0
133	45,123	1,041.7
134	45,456	1,049.4
135	45,789	1,057.1
136	46,123	1,064.8
137	46,456	1,072.5
138	46,789	1,080.2
139	47,123	1,087.9
140	47,456	1,095.6
141	47,789	1,103.3
142	48,123	1,111.0
143	48,456	1,118.7
144	48,789	1,126.4
145	49,123	1,134.1
146	49,456	1,141.8
147	49,789	1,149.5
148	50,123	1,157.2
149	50,456	1,164.9
150	50,789	1,172.6

LOT AREA TABLE

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
151	51,123	1,180.3
152	51,456	1,188.0
153	51,789	1,195.7
154	52,123	1,203.4
155	52,456	1,211.1
156	52,789	1,218.8
157	53,123	1,226.5
158	53,456	1,234.2
159	53,789	1,241.9
160	54,123	1,249.6
161	54,456	1,257.3
162	54,789	1,265.0
163	55,123	1,272.7
164	55,456	1,280.4
165	55,789	1,288.1
166	56,123	1,295.8
167	56,456	1,303.5
168	56,789	1,311.2
169	57,123	1,318.9
170	57,456	1,326.6
171	57,789	1,334.3
172	58,123	1,342.0
173	58,456	1,349.7
174	58,789	1,357.4
175	59,123	1,365.1
176	59,456	1,372.8
177	59,789	1,380.5
178	60,123	1,388.2
179	60,456	1,395.9
180	60,789	1,403.6
181	61,123	1,411.3
182	61,456	1,419.0
183	61,789	1,426.7
184	62,123	1,434.4
185	62,456	1,442.1
186	62,789	1,449.8
187	63,123	1,457.5
188	63,456	1,465.2
189	63,789	1,472.9
190	64,123	1,480.6
191	64,456	1,488.3
192	64,789	1,496.0
193	65,123	1,503.7
194	65,456	1,511.4
195	65,789	1,519.1
196	66,123	1,526.8
197	66,456	1,534.5
198	66,789	1,542.2
199	67,123	1,549.9
200	67,456	1,557.6

LOT AREA TABLE

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
201	67,789	1,565.3
202	68,123	1,573.0
203	68,456	1,580.7
204	68,789	1,588.4
205	69,123	1,596.1
206	69,456	1,603.8
207	69,789	1,611.5
208	70,123	1,619.2
209	70,456	1,626.9
210	70,789	1,634.6
211	71,123	1,642.3
212	71,456	1,650.0
213	71,789	1,657.7
214	72,123	1,665.4
215	72,456	1,673.1
216	72,789	1,680.8
217	73,123	1,688.5
218	73,456	1,696.2
219	73,789	1,703.9
220	74,123	1,711.6
221	74,456	1,719.3
222	74,789	1,727.0
223	75,123	1,734.7
224	75,456	1,742.4
225	75,789	1,750.1
226	76,123	1,757.8
227	76,456	1,765.5
228	76,789	1,773.2
229	77,123	1,780.9
230	77,456	1,788.6
231	77,789	1,796.3
232	78,123	1,804.0
233	78,456	1,811.7
234	78,789	1,819.4
235	79,123	1,827.1
236	79,456	1,834.8
237	79,789	1,842.5
238	80,123	1,850.2
239	80,456	1,857.9
240	80,789	1,865.6

LOT AREA TABLE

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
241	81,123	1,873.3
242	81,456	1,881.0
243	81,789	1,888.7
244	82,123	1,896.4
245	82,456	1,904.1
246	82,789	1,911.8
247	83,123	1,919.5
248	83,456	1,927.2
249	83,789	1,934.9
250	84,123	1,942.6

TYPE TABLE

TYPE	AREA (SQ. FT.)	AREA (SQ. YD.)
1	1,234	28.1
2	1,567	35.8
3	1,890	43.2
4	2,123	49.1
5	2,456	56.4
6	2,789	63.7
7	3,123	71.5
8	3,456	79.2
9	3,789	86.9
10	4,123	94.6
11	4,456	102.3
12	4,789	110.0
13	5,123	117.7
14	5,456	125.4
15	5,789	133.1
16	6,123	140.8
17	6,456	148.5
18	6,789	156.2
19	7,123	163.9
20	7,456	171.6
21	7,789	179.3
22	8,123	187.0
23	8,456	194.7
24	8,789	202.4
25	9,123	210.1
26	9,456	217.8
27	9,789	225.5
28	10,123	233.2
29	10,456	240.9
30	10,789	248.6
31	11,123	256.3
32	11,456	264.0
33	11,789	271.7
34	12,123	279.4
35	12,456	287.1
36	12,789	294.8
37	13,123	302.5
38	13,456	310.2
39	13,789	317.9
40	14,123	325.6
41	14,456	333.3
42	14,789	341.0
43	15,123	348.7
44	15,456	356.4
45	15,789	364.1
46	16,123	371.8
47	16,456	379.5
48	16,789	387.2
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52	18,123	418.0
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54	18,789	433.4
55	19,123	441.1
56	19,456	448.8
57	19,789	456.5
58	20,123	464.2
59	20,456	471.9
60	20,789	479.6
61	21,123	487.3
62	21,456	495.0
63	21,789	502.7
64	22,123	510.4
65	22,456	518.1
66	22,789	525.8
67	23,123	533.5
68	23,456	541.2
69	23,789	548.9
70	24,123	556.6
71	24,456	564.3
72	24,789	572.0
73	25,123	579.7
74	25,456	587.4
75	25,789	595.1
76	26,123	602.8
77	26,456	610.5
78	26,789	618.2
79	27,123	625.9
80	27,456	633.6
81	27,789	641.3
82	28,123	649.0
83	28,456	656.7
84	28,789	664.4
85	29,123	672.1
86	29,456	679.8
87	29,789	687.5
88	30,123	695.2
89	30,456	702.9
90	30,789	710.6
91	31,123	718.3
92	31,456	726.0
93	31,789	733.7
94	32,123	741.4
95	32,456	749.1
96	32,789	756.



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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

CRAIG M. KERKHOFF, P.E.  
GARY C. HENDRICKS, P.E., R.P.L.S.  
JOE R. CARTER, P.E.  
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.  
JUSTIN R. IVY, P.E.  
COOPER E. REINBOLD, P.E.  
CHASE R. CRAWFORD R.P.L.S.

October 21, 2024

Mr. Gary Machado  
City of Parker  
5700 E. Parker Rd.  
Parker, Texas 75002

**TRANSMITTED VIA EMAIL**

Re: Kings Crossing Phase 6 & 7  
Preliminary Plat & Engineering Plan Review

Dear Mr. Machado:

As you requested, we have reviewed the preliminary Plat & Engineering Plans for the Kings Crossing Phase 6 & 7 4 development prepared by Pape-Dawson Engineers.

Our review of the Engineering Plans is for general compliance with the City of Parker’s development requirements, subdivision ordinance, and good engineering practice. Our review does not relieve the design engineer of their responsibilities as the Engineer of Record under the Texas Engineering Practice Act.

We offer no further comments and all previous review comments have been addressed.

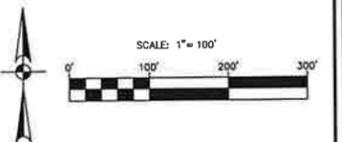
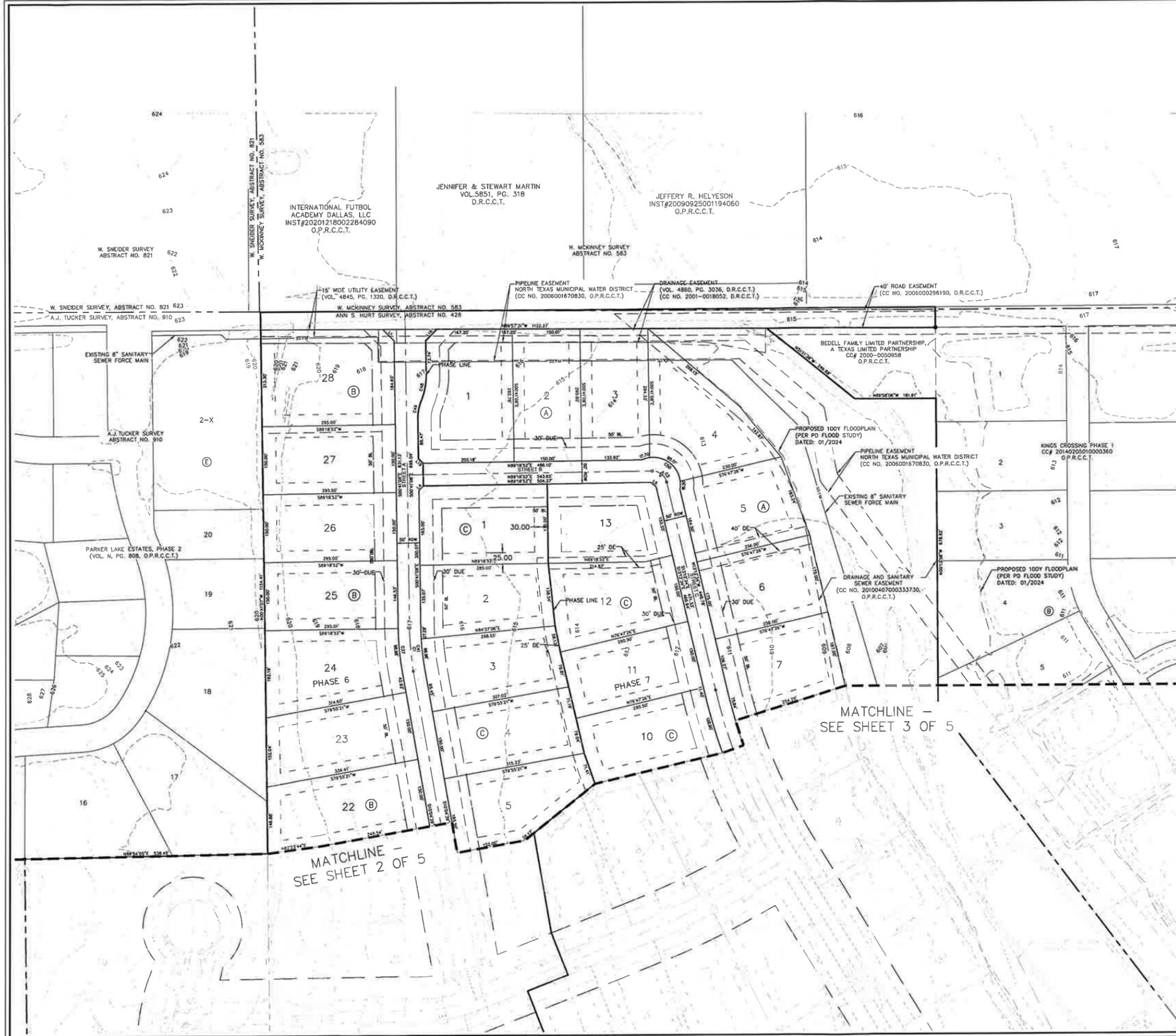
We are available to discuss our review further at your convenience.

Sincerely,

Justin R. Ivy

Justin R. Ivy, P.E.

Digitally signed by Justin R. Ivy  
DN: C=US, E=jivy@bhcllp.com,  
O=Birkhoff, Hendricks & Carter,  
LLP, OU=Partner, CN=Justin  
R. Ivy  
Reason: I am the author of this  
document  
Date: 2024.10.21  
09:43:02-05'00'



**LEGEND**

D.A.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS	●	FOUND 1/2\"/>
M.P.A.C.C.T.	MAP AND PLAT RECORDS OF COLLIN COUNTY, TEXAS	○	FOUND 1/2\"/>
O.P.A.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	PS	PAGES
C.A.B.	CAENET	R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER	VAR WID	VARIABLE WIDTH
UE	UTILITY EASEMENT	BLK	BLOCK
DE	DRAINAGE EASEMENT	N	NORTH
DUE	DRAINAGE & UTILITY EASEMENT	(M)	BLOCK LETTER
SE	SANITARY SEWER EASEMENT	○	STREET NAME CHANGE
BL	BUILDING LINE		

- GENERAL NOTES**
- COMMON AREA LOT 1X, BLOCK A SHALL BE DEDICATED AS LANDSCAPING, TRAILS, PEDESTRIAN ACCESS EASEMENTS. PORTIONS OF THIS LOT SHALL BE DRAINAGE EASEMENTS ALONG THE EASTERN FLOODPLAIN LINE AS NOTED, TO BE OWNED & MAINTAINED BY THE HOA.
  - SELLING A PORTION OF THIS ADDITION BY METES & BOUNDS IS A VIOLATION OF CITY ORDINANCE & STATE LAW & IS SUBJECT TO A FINE & WITHDRAWING OF UTILITIES & BUILDING PERMITS.
  - BASES OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE, (4202).
  - ALL LOT CORNERS SHALL BE MONUMENTED WITH A 2\"/>



**OWNER/DEVELOPER:**  
 KINGS CROSSING SIX, LTD  
 4040 N. CENTRAL EXPRESSWAY  
 SUITE 850  
 DALLAS, TEXAS 75204  
 PHONE: 469-387-4407  
 CONTACT: STEPHEN L SALLMAN

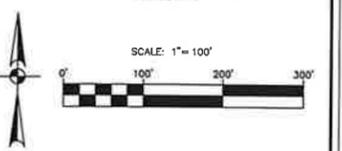
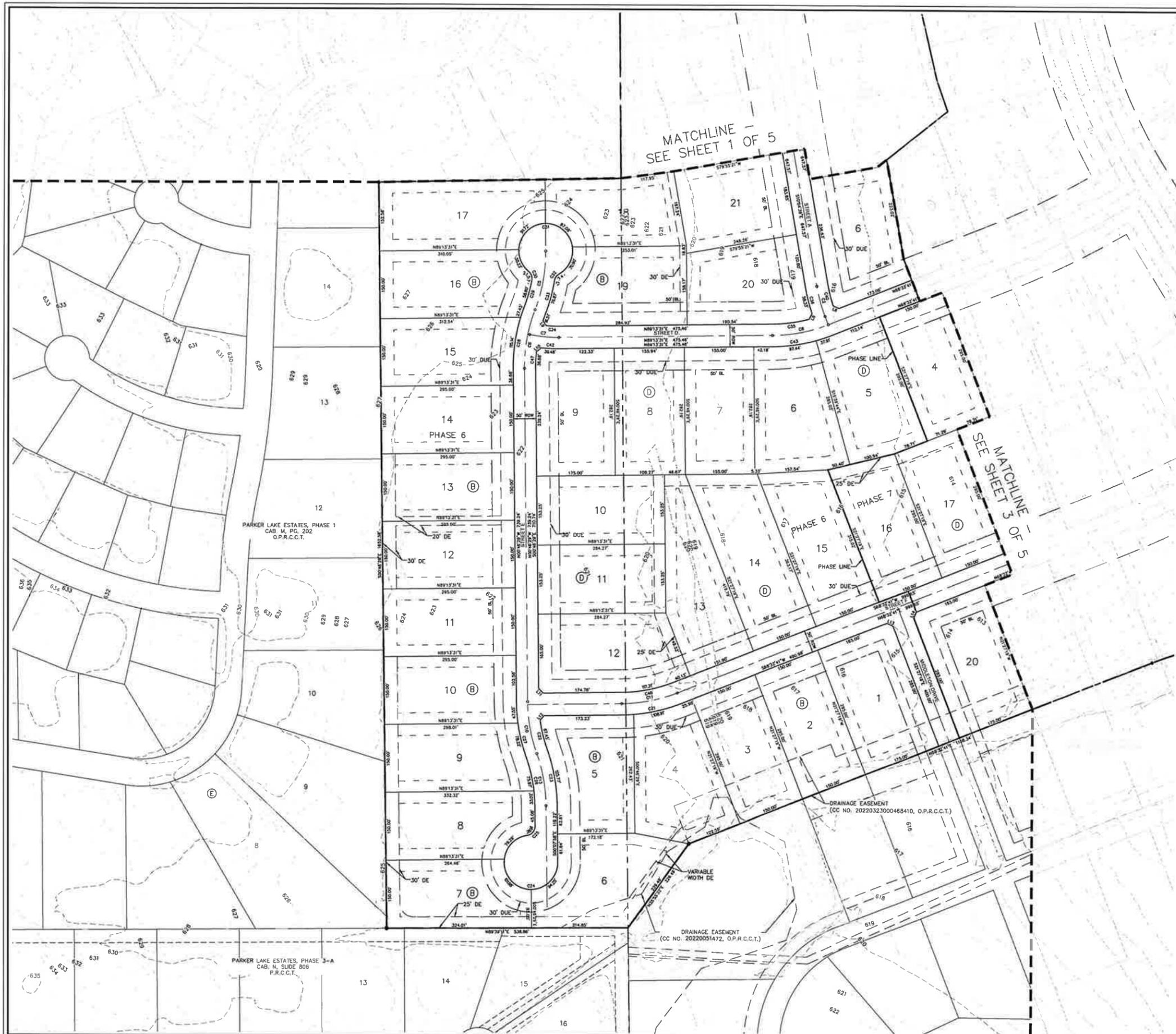
**SURVEYOR:**  
 PAPE-DAWSON ENGINEERS, INC.  
 6105 TENNYSON PARKWAY, SUITE 210  
 PLANO, TEXAS 75024  
 TEL: (214) 420-8494  
 TBPLS FIRM NO. 10194390

DATE OF PREPARATION: MARCH 7, 2024  
**PRELIMINARY PLAT**  
 OF  
**KINGS CROSSING**  
**PHASE 6 & 7**  
 BLOCK A - BLOCK D

**PAPE-DAWSON ENGINEERS**  
 6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

BEING A 118.001 ACRES SITUATED IN THE ANN S. HURT SURVEY, ABSTRACT NUMBER 428 AND THE A.J. TUCKER SURVEY, ABSTRACT NUMBER 910 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS.

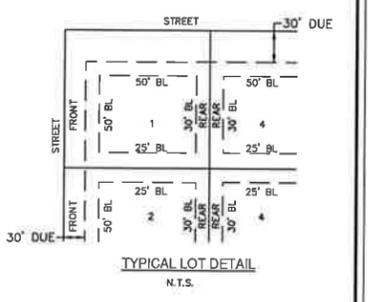
82 RESIDENTIAL LOTS  
 1 COMMON AREA LOTS



**LEGEND**

D.A.C.C.T. DEED RECORDS OF COLLIN COUNTY, TEXAS	● FOUND 1/2" R.O.W. ROD (AS NOTED)
M.P.R.C.C.T. MAP AND PLAT RECORDS OF COLLIN COUNTY, TEXAS	○ FOUND 5/8" R.O.W. ROD (AS NOTED)
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	○ VOL. VOLUME (AS NOTED)
CAB. CABINET	PC. PAGES
DOC. NO. DOCUMENT NUMBER	R.O.W. RIGHT-OF-WAY
UE UTILITY EASEMENT	VAR. WD. VARIABLE WIDTH
DE DRAINAGE EASEMENT	B.L. BLOCK
DU DRAINAGE & UTILITY EASEMENT	N. NORTH
SE SANITARY SEWER EASEMENT	Ⓜ BLOCK LETTER
BL BUILDING LINE	Ⓝ STREET NAME CHANGE

- GENERAL NOTES**
- COMMON AREA LOT 1X, BLOCK A SHALL BE DEDICATED AS LANDSCAPING, TRAILS, PEDESTRIAN ACCESS EASEMENTS. PORTIONS OF THIS LOT SHALL BE DRAINAGE EASEMENTS ALONG THE EASTERN FLOODPLAIN LINE AS NOTED, TO BE OWNED & MAINTAINED BY THE HOA.
  - SELLING A PORTION OF THIS ADDITION BY METES & BOUNDS IS A VIOLATION OF CITY ORDINANCE & STATE LAW & IS SUBJECT TO A FINE & WITHHOLDING OF UTILITIES & BUILDING PERMITS.
  - BASED ON BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE, (4202).
  - ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1" IRON ROD STAMPED AS NOTED.
  - "X" CUTS SET IN CONCRETE STREET PAVING AT ALL CENTER LINE INTERSECTIONS & POINTS OF CURVATURE.
  - ALL FENCING ADJACENT TO PARKS & COMMON AREA/OPEN SPACE LOTS SHALL BE ORNAMENTAL METAL.
  - 12.255 ACRES (533,823 SQ. FT.) OF STREET RIGHT-OF-WAY IS BEING DEDICATED BY DEED SIMPLE TO THE CITY OF PARKER.
  - REFERENCE THE APPROVED CROSSING & DRAINAGE ANALYSIS PREPARED BY PAPE-DAWSON, DATED FEBRUARY, 2024 FOR FLOODPLAIN DATA.
  - DISTANCES SHOWN ALONG CURVES STATE SAID CURVES ARE LENGTH & ITS RADIUS IS CONCENTRIC TO THE ROAD CENTERLINE, UNLESS OTHERWISE NOTED.



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4040 N. CENTRAL EXPRESSWAY  
SUITE 650  
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PHONE: 469-387-4407  
CONTACT: STEPHEN L SALLMAN

SURVEYOR:  
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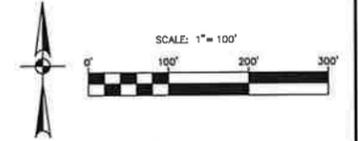
DATE OF PREPARATION: MARCH 7, 2024  
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82 RESIDENTIAL LOTS  
1 COMMON AREA LOTS

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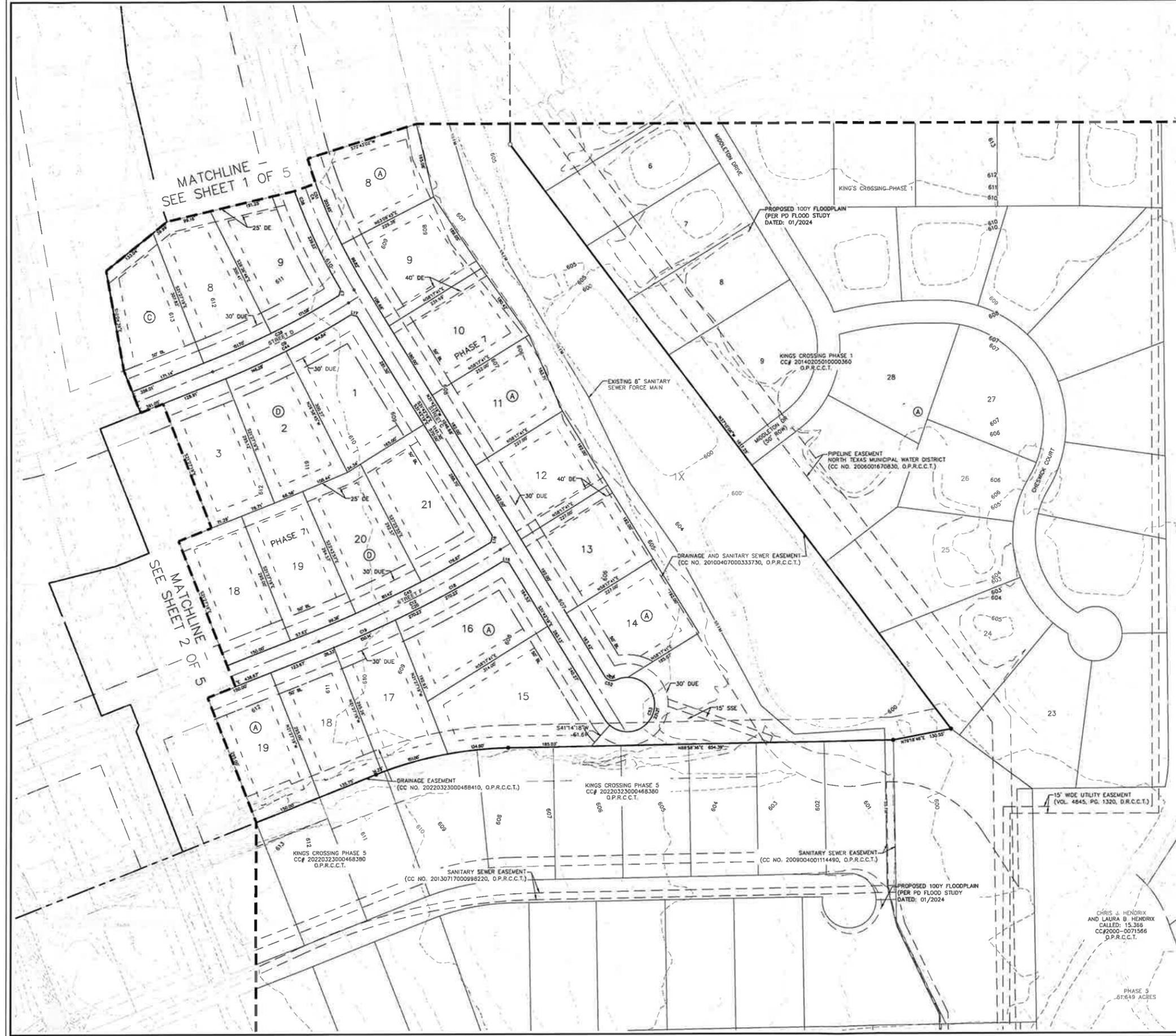
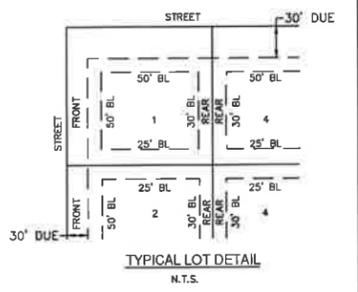


**LEGEND**

- D.R.C.C.T. DEED RECORDS OF COLLIN COUNTY, TEXAS
- M.P.R.C.C.T. MAP AND PLAT RECORDS OF COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
- C.B.L. CABINET
- DOC. NO. DOCUMENT NUMBER
- U.E. UTILITY EASEMENT
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- B.L. BUILDING LINE
- FOUND 1/2" R.O.N ROD (AS NOTED)
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- P.S. PAGES
- VOL. VOLUME
- R.O.W. RIGHT-OF-WAY
- VAR. W.D. VARIABLE WIDTH
- B.L.K. BLOCK
- N. NORTH
- B.L.K. BLOCK LETTER
- STREET NAME CHANGE

**GENERAL NOTES**

1. COMMON AREA LOT IX, BLOCK A SHALL BE DEDICATED AS LANDSCAPING, TRAILS, PEDESTRIAN ACCESS EASEMENTS. PORTIONS OF THIS LOT SHALL BE DRAINAGE EASEMENTS ALONG THE EASTERN FLOODPLAIN LINE AS NOTED, TO BE OWNED & MAINTAINED BY THE HOA.
2. SELLING A PORTION OF THIS ADDITION BY METES & BOUNDS IS A VIOLATION OF CITY ORDINANCE & STATE LAW & IS SUBJECT TO A FINE & WITHHOLDING OF UTILITIES & BUILDING PERMITS.
3. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE, (4202).
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1" IRON ROD STAMPED AS NOTED.
5. "X" CUTS SET IN CONCRETE STREET PAVING AT ALL CENTER LINE INTERSECTIONS & POINTS OF CURVATURE.
6. ALL FENCING ADJACENT TO PARKS & COMMON AREA/OPEN SPACE LOTS SHALL BE ORNAMENTAL METAL.
7. 12.255 ACRES (LESS 3% OF STREET RIGHT-OF-WAY) IS BEING DEDICATED BY FEE SIMPLE TO THE CITY OF PARKER.
8. REFERENCE THE APPROVED KINGS CROSSING & DRAINAGE ANALYSIS PREPARED BY PAPE-DAWSON, DATED FEBRUARY, 2024 FOR FLOODPLAIN DATA.
9. DISTANCES SHOWN ALONG CURVES STATE SAID CURVES ARC LENGTH & ITS RADIUS IS CONCENTRIC TO THE ROAD CENTERLINE, UNLESS OTHERWISE NOTED.



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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

DATE OF PREPARATION: MARCH 7, 2024  
PRELIMINARY PLAT  
OF  
**KINGS CROSSING**  
**PHASE 6 & 7**  
BLOCK A - BLOCK D

BEING A 118.001 ACRES SITUATED IN THE ANN S. HURT SURVEY, ABSTRACT NUMBER 428 AND THE A.J. TUCKER SURVEY, ABSTRACT NUMBER 910 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS.

82 RESIDENTIAL LOTS  
1 COMMON AREA LOTS

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	A	58018	1.335
2	A	42776	1.003
3	A	42772	1.003
4	B	91560	1.184
5	A	44603	1.024
6	A	44600	1.024
7	A	45024	1.034
8	A	44798	1.028
9	A	45796	1.074
10	A	44292	1.016
11	A	43589	1.001
12	A	43584	1.001
13	A	43584	1.001
14	A	43517	0.993
15	A	82324	1.566
16	A	52444	1.227
17	A	45490	1.044
18	A	44252	1.016
19	A	44250	1.016
20	A	51575	1.184

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	B	51575	1.184
2	B	44250	1.016
3	B	44250	1.016
4	B	53819	1.228
5	B	49154	1.105
6	B	52578	1.207
7	B	45720	1.050
8	B	47098	1.081
9	B	47318	1.086
10	B	44298	1.017
11	B	44250	1.016
12	B	44250	1.016
13	B	44250	1.016
14	B	44250	1.016
15	B	44250	1.016
16	B	48613	1.118
17	B	54188	1.244
18	B	43895	1.003
19	B	50640	1.183
20	B	46449	1.071
21	B	45166	1.037
22	B	52470	1.200
23	B	49250	1.126
24	B	50507	1.155
25	B	44250	1.016
26	B	44250	1.016
27	B	44250	1.016
28	B	62068	1.425

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	D	54973	1.282
2	D	47813	1.093
3	D	44251	1.018
4	D	44250	1.018
5	D	48045	1.103
6	D	49702	1.141
7	D	43740	1.004
8	D	44008	1.010
9	D	48358	1.133
10	D	43565	1.000
11	D	43565	1.000
12	D	52453	1.228
13	D	50392	1.157
14	D	38722	1.348
15	D	50284	1.168
16	D	43751	1.050
17	D	44250	1.018
18	D	43895	1.003
19	D	44374	1.023
20	D	44420	1.020
21	D	52136	1.187

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	C	48825	1.144
2	C	43880	1.007
3	C	45495	1.044
4	C	46889	1.071
5	C	43389	1.042
6	C	49055	1.127
7	C	43554	1.002
8	C	48548	1.068
9	C	48551	1.140
10	C	43656	1.002
11	C	43375	1.000
12	C	47848	1.098
13	C	44800	1.028

HOA AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1E	A	718120	16.488

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N43°18'37"W	35.58'
L4	N44°18'32"E	14.14'
L3	S81°56'31"W	15.80'
L8	N49°33'29"W	13.92'
L7	S12°39'06"W	14.20'
L6	N27°02'18"E	13.69'
L9	S33°7'53"E	12.72'
L10	S21°50'13"W	14.09'
L11	S49°48'39"E	14.14'
L12	S41°00'13"W	13.20'
L13	N46°37'19"W	14.14'
L14	N33°33'41"E	14.14'
L15	S78°38'19"E	14.10'
L16	N12°29'45"E	14.12'
L17	N78°38'17"W	14.10'
L18	N44°40'23"E	25.13'
L19	N49°41'08"W	14.14'

CENTERLINE CURVE DATA					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	600.000'	8.2330	S03°22'53.54"E	88.24'	88.350'
C2	350.000'	11.2240	S15°45'36.86"E	88.30'	88.304'
C3	32.000'	77.3835	S01°58'31.03"E	40.00'	43.271'
C4	1200.000'	18.2943	S22°27'28.20"E	385.70'	387.377'
C5	350.000'	21.4712	N10°07'57.43"E	132.29'	133.088'
C6	350.000'	21.4712	N10°07'57.43"E	132.29'	133.088'
C7	300.000'	12.3252	S84°20'52.92"E	65.57'	65.700'
C8	350.000'	20.4000	N78°37'06.05"E	125.83'	126.331'
C9	1860.000'	10.1500	N83°23'11.05"E	326.77'	327.217'
C10	350.000'	18.1257	N10°22'57.21"W	118.83'	117.363'
C11	350.000'	20.4000	N78°37'06.05"E	125.83'	126.331'
C12	225.000'	19.1500	N83°23'11.05"E	431.11'	431.709'
C13	350.000'	18.1257	N10°22'57.21"W	118.83'	117.363'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C18	2550.00'	008°04'18"	N41°32'37"E	270.10'	270.23'
C19	2550.00'	003°22'25"	N48°13'38"E	150.12'	150.14'
C20	2550.00'	008°04'18"	N41°32'37"E	270.10'	270.23'
C21	375.00'	018°35'27"	S78°51'35"W	108.53'	108.91'
C22	325.00'	011°53'27"	S14°02'48"E	87.23'	87.45'
C23	375.00'	018°35'27"	S78°51'35"W	108.53'	108.91'
C24	80.00'	097°00'07"	N42°13'25"W	89.65'	101.68'
C25	25.00'	082°49'09"	N40°38'08"E	28.48'	28.91'
C26	325.00'	013°22'38"	N03°17'37"W	73.80'	75.97'
C27	325.00'	011°37'03"	N14°00'54"W	78.00'	78.22'
C28	375.00'	017°35'31"	N08°01'17"E	114.60'	115.14'
C29	325.00'	010°19'54"	N10°50'47"E	58.52'	58.80'
C30	30.00'	081°46'48"	N02°12'33"W	20.54'	21.57'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C31	80.00'	083°29'26"	S49°11'41"E	78.84'	87.08'
C32	20.00'	020°48'22"	S24°40'48"W	11.16'	11.74'
C33	375.00'	011°44'40"	S15°08'24"W	76.73'	78.87'
C34	275.00'	008°09'04"	S87°48'07"E	28.30'	28.40'
C35	325.00'	014°30'53"	N41°58'00"E	82.11'	82.33'
C36	375.00'	008°04'18"	N41°32'37"E	270.10'	270.23'
C37	825.00'	009°04'24"	N05°32'28"W	98.87'	98.98'
C38	1225.00'	011°11'21"	S23°18'02"E	238.83'	238.23'
C39	1860.00'	005°17'07"	N41°13'44"E	171.52'	171.58'
C40	325.00'	008°42'08"	S14°25'42"E	48.31'	48.36'
C41	375.00'	008°40'20"	S08°44'28"E	86.92'	86.98'
C42	325.00'	008°57'38"	N87°17'40"W	28.48'	28.48'
C43	375.00'	014°33'18"	S81°48'53"W	83.17'	87.44'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C44	1815.00'	004°56'42"	S81°53'58"W	184.79'	184.84'
C45	2300.00'	002°41'38"	N44°23'04"E	181.39'	181.42'
C46	325.00'	020°40'50"	N78°53'04"E	114.87'	115.21'
C47	325.00'	008°30'07"	S03°28'37"W	36.86'	36.86'
C48	180.00'	023°04'24"	N10°51'50"E	80.00'	80.41'
C49	100.00'	023°04'24"	N10°51'50"E	40.00'	40.27'
C50	80.00'	080°23'37"	N32°11'04"W	85.50'	85.17'
C51	1195.00'	008°30'44"	N21°32'31"W	203.59'	203.83'
C52	30.00'	082°49'09"	S73°06'57"E	28.48'	28.91'
C53	80.00'	200°47'19"	S20°50'38"W	112.48'	231.21'

OWNER/DEVELOPER:  
KINGS CROSSING SIX, LTD  
4040 N. CENTRAL EXPRESSWAY  
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DALLAS, TEXAS 75204  
PHONE: 469-387-4407  
CONTACT: STEPHEN L SALLMAN

SURVEYOR:  
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TBPLS FIRM NO. 10194390

DATE OF PREPARATION: MARCH 7, 2024  
PRELIMINARY PLAT  
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**PHASE 6 & 7**  
BLOCK A - BLOCK D

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82 RESIDENTIAL LOTS  
1 COMMON AREA LOTS

DATE: MAY 02, 2024, 2:58:56 PM. USER: J. TUCKER. PLOT: 24020101. FILE: C:\Users\J.TUCKER\AppData\Local\Temp\AutoCAD\24020101\24020101.dwg

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

LEGAL DESCRIPTION

Tract 1

BEING a tract of land situated in the Ann S. Hurl Survey, Abstract No. 428, and the A.J. Tucker Survey, Abstract No. 910, Collin County, Texas, and being a portion of the Bedell Family Limited Partnership, a Texas Limited Partnership, a called 365 acre tract of land as described in the Warranty Deed recorded under Instrument No. 2000-0050958 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the center of West Lucas Road, from which a 1/2-inch iron rod set with a yellow plastic cap stamped "PAPE DAWSON" bears South 00 degrees 41 minutes 08 seconds East, a distance of 38.36 feet said iron rod being the on the south line of an existing 15-foot County Road Easement recorded in Volume 3501, Page 122, Deed Records, Collin County, Texas (D.R.C.C.T.), and the northeast corner of Lot 2-X, Block E of the Parker Lake Estates, Phase 2 addition, recorded in Volume N, Page 808, Plat Records, Collin County, Texas;

THENCE, North 89 degrees 47 minutes 24 seconds East, along said center of West Lucas Road, 707.42 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON";

THENCE, over and across the remainder of the said 365-acre tract:

South 00 degrees 41 minutes 08 seconds East, 332.75 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 00 degrees 41 minutes 08 seconds East, 50.00 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 89 degrees 18 minutes 52 seconds West, 77.18 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 00 degrees 41 minutes 08 seconds East, 175.00 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 06 degrees 08 minutes 57 seconds East, 138.54 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 11 degrees 19 minutes 05 seconds East, 59.13 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 13 degrees 12 minutes 34 seconds East, 78.81 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 13 degrees 12 minutes 34 seconds East, 71.19 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 13 degrees 12 minutes 34 seconds East, 79.04 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 19 degrees 36 minutes 09 seconds East, 71.41 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 51 degrees 24 minutes 52 seconds West, 199.20 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 79 degrees 55 minutes 21 seconds West, 152.00 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 10 degrees 04 minutes 39 seconds East, 236.63 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON" set at the beginning of a tangent curve to the left, having a radius of 325.00 feet, a central angle of 08 degrees 42 minutes 06 seconds, and a chord bearing and distance of South 14 degrees 25 minutes 42 seconds East, 49.31 feet;

Along with said tangent curve to the left, an arc length of 49.36 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON";

South 65 degrees 33 minutes 29 seconds East, 13.92 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 68 degrees 32 minutes 41 seconds East, 77.10 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 21 degrees 27 minutes 19 seconds East, 345.00 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 68 degrees 32 minutes 41 seconds West, 78.71 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 76 degrees 08 minutes 49 seconds West, 151.33 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 21 degrees 27 minutes 19 seconds East, 315.02 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 68 degrees 32 minutes 41 seconds East, 68.95 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 21 degrees 27 minutes 19 seconds East, 50.00 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 23 degrees 32 minutes 41 seconds West, 14.14 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 21 degrees 27 minutes 19 seconds East, 285.00 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON," and point being on the north line of called 51.265-acre tract of land conveyed to Kings Crossing Five, LTD., recorded under Instrument No. 20220323000468380 (O.P.R.C.C.T.);

THENCE, South 68 degrees 32 minutes 41 seconds West, with the north line of said called 51.265-acre tract, 647.59 feet to a found 1/2-inch iron rod with a plastic cap stamped "ONEIL";

THENCE, South 35 degrees 55 minutes 37 seconds West, 229.49 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "PAPE DAWSON," and point being the northeast corner of Parker Lake Estates Phase 3-A, as shown on plat recorded in Cabinet N, Slide 806 of Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE, South 89 degrees 39 minutes 11 seconds West, 538.86 feet to a found 1/2-inch iron rod, and point being the southwest corner of the Parker Lake Estates Phase 1, as shown on the plat recorded in Cabinet M, Page 202 - 203 of said Plat Records;

THENCE, North 00 degrees 46 minutes 29 seconds West, along the east line of said Parker Lake Estates Phase 1, 1652.58 feet to found 1/2-inch iron rod," and point being the easterly southwest corner Parker Lake Estates Phase 2, as shown on plat recorded in Cabinet N, Page 808 of said Plat Records;

THENCE, North 88 degrees 54 minutes 05 seconds East, 538.45 feet to a found 2-inch iron pipe;

THENCE, North 00 degrees 41 minutes 08 seconds West, 1193.28 feet to the POINT OF BEGINNING, containing 57.477 acres or 2,512,402 square feet of land, more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number 70361-06 by Pape Dawson Engineers, Inc.,

Tract 2

BEING a tract of land situated in the Ann S. Hurl Survey, Abstract No. 428, Collin County, Texas, and being a portion of the Bedell Family Limited Partnership, a Texas Limited Partnership, a called 365 acre tract of land as described in the Warranty Deed recorded under Instrument No. 2000-0050958 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a point in the centerline of West Lucas Road (no documentation found by surveyor), from which a 1/2 inch iron rod set with a yellow plastic cap stamped "PAPE DAWSON" bears South 00 degrees 41 minutes 08 seconds East, a distance of 38.37 feet said iron rod being the on the south line of an existing 15 foot County Road Easement recorded in Volume 3501, Page 122, Deed Records, Collin County, Texas (D.R.C.C.T.) and the northeast corner of Lot 2-X, Block E of the Parker Lake Estates, Phase 2 addition, recorded in Volume N, Page 808, (O.P.R.C.C.T.);

THENCE, North 89 degrees 47 minutes 24 seconds East, along said centerline of West Lucas Road, 707.21 feet to a set 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON," and being the POINT OF BEGINNING;

THENCE, North 89 degrees 47 minutes 24 seconds East, 791.00 feet along said centerline of West Lucas Road to a set 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON," and being the northwest corner of Kings Crossing Phase 1, and Addition to the City of Parker, Collin County, Texas, recorded under Instrument Number 2014020501000360 (O.P.R.C.C.T.);

THENCE, South 00 degrees 12 minutes 20 seconds East, 45.19 feet to a found 1/2" iron rod for corner in the south line of said West Lucas Road, and being the northeast corner of a called 1.00 acre tract of land conveyed to Kings Crossing Six, LTD., recorded under Instrument Number 202300145830 (O.P.R.C.C.T.);

THENCE, North 89 degrees 58 minutes 06 seconds West, 375.62 feet to a set 1/2" iron rod with plastic yellow cap stamped "PAPE DAWSON";

THENCE, South 51 degrees 11 minutes 38 seconds East, 249.68 feet to a set 1/2" iron rod with plastic yellow cap stamped "PAPE DAWSON";

THENCE, South 89 degrees 58 minutes 06 seconds East, 181.61 feet to a set 1/2" iron rod with plastic yellow cap stamped "PAPE DAWSON," and being the common west line of said Kings Crossing Phase 1;

THENCE, South 00 degrees 12 minutes 19 seconds East, along the west line of said Kings Crossing 1, 679.06 feet to a 5/8" iron rod found with cap stamped "Westwood" for corner;

THENCE, South 37 degrees 10 minutes 08 seconds East, along the west line of said Kings Crossing Phase 1, a distance of 1617.25 feet to a found 1/2" iron rod with a plastic cap stamped "ONEAL 6570" at an exterior corner of Lot 24, Block A of said Kings Crossing Phase 1;

THENCE, South 79 degrees 18 minutes 46 seconds West, along the north line of a called 51.265 acre tract of land conveyed to Kings Crossing Five, LTD., recorded under Instrument No. 20220323000468380 (O.P.R.C.C.T.), a distance of 130.55 feet to a found 1/2" iron rod with a plastic cap stamped "ONEIL" for corner;

THENCE, South 88 degrees 58 minutes 36 seconds West, along the north line of said Kings Crossing Five, LTD a distance of 854.39 feet to a found 1/2" iron rod with a yellow plastic cap stamped "ONEIL" and being the beginning of a tangent curve to the left having a radius of 841.00 feet, a central angle of 20 degrees 25 minutes 55 seconds, a chord bearing and distance of South 78 degrees 45 minutes 38 seconds West, 298.32 feet;

THENCE, along the north line of said Kings Crossing Five, LTD and said curve to the left with an arc length of 299.90 feet to a found 1/2-inch iron rod found for corner;

THENCE, South 68 degrees 32 minutes 41 seconds West, along the north line of said Kings Crossing Five, LTD, a distance of 460.75 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

THENCE, over and across said 356 acre tract of land the following:

North 21 degrees 27 minutes 19 seconds West, 285.00 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 23 degrees 32 minutes 41 seconds East, 14.14 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 21 degrees 27 minutes 19 seconds West, 50.00 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 68 degrees 32 minutes 41 seconds West, 68.95 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 21 degrees 27 minutes 19 seconds West, 315.02 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 76 degrees 08 minutes 49 seconds East, 151.33 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 68 degrees 32 minutes 41 seconds East, 78.71 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 21 degrees 27 minutes 19 seconds West, 345.00 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

South 68 degrees 32 minutes 41 seconds West, 77.10 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 65 degrees 33 minutes 29 seconds West, 13.92 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON" and the beginning of a non-tangent curve to the right having a radius of 325.00 feet, a central angle of 08 degrees 42 minutes 06 seconds, a chord bearing and distance of North 14 degrees 25 minutes 42 seconds West - 49.31 feet;

With an arc length of 49.36 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON";

North 10 degrees 04 minutes 39 seconds West, 236.63 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 79 degrees 55 minutes 21 seconds East, 152.00 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 51 degrees 24 minutes 52 seconds East, 199.20 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 19 degrees 36 minutes 09 seconds West, 71.41 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 13 degrees 12 minutes 34 seconds West, 79.04 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 13 degrees 12 minutes 34 seconds West, 71.19 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 13 degrees 12 minutes 34 seconds West, 78.81 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 11 degrees 19 minutes 05 seconds West, 59.13 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 06 degrees 08 minutes 57 seconds West, 138.54 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 00 degrees 41 minutes 08 seconds West, 175.00 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 89 degrees 18 minutes 52 seconds East, 77.18 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 00 degrees 41 minutes 08 seconds West, 50.00 feet to a set 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON";

North 00 degrees 41 minutes 08 seconds West, 332.75 feet to the POINT OF BEGINNING, and CONTAINING 60.324 of Acres or 2,627,713 Square Feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number 70361-06 by Pape Dawson Engineers, Inc.,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Kings Crossing Six, LTD, does hereby vacate that certain plot of Parker Estates, an addition to the City of Parker, Collin County, Texas, recorded in Volume X, Page X of the Map or Plat Records of Collin County, Texas, ("Parker Estates Plot") with the approval of the City of Parker, Texas,

That Warner Group, Inc, does hereby adopt this plat designating the herein described property as KINGS CROSSING PHASE 6 & 7, an addition to the City of Parker, Collin County, Texas, and does hereby dedicate in fee simple, to the public use forever, the streets and alleys shown thereon. The easements, as shown, are hereby dedicated for the purposes as indicated. The utility and drainage easements being hereby dedicated for the mutual use and accommodation of the City of Parker and all public utilities desiring to use or using same. All and any public utility and the City of Parker shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in anyway endanger or interfere with the construction, maintenance or efficiency of its respective systems on said easements, and the City of Parker and all public utilities shall, at all times, have the full right of ingress and egress to or from and upon their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems, without the necessity, at any time of procuring the permission of anyone.

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

WITNESS, my hand this the \_\_\_\_ day of \_\_\_\_\_ 2024,

FOR: KINGS CROSSING SIX, LTD.

By: xxx

By: xxx, xxx

xxx

By: \_\_\_\_\_

xxx, Manager

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS §
COUNTY OF COLLIN §

That I, xxx, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Parker,

xxx

Registered Professional Land Surveyor

No. xxx

STATE OF TEXAS §

COUNTY OF COLLIN §

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared xxx, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under me and seal of office, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public in and for the State of Texas

My Commission Expires On: \_\_\_\_\_

Notary Public in and for the State of Texas

My Commission Expires On: \_\_\_\_\_

Notary Public in and for the State of Texas

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Notary Public in and for the State of Texas

My Commission Expires On: \_\_\_\_\_



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



RECEIVED  
SEP 28 2007  
CITY OF PARKER

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

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

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

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

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

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

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

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

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

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

**DULY RESOLVED** by the City Council of the City of Parker, Texas on this the 21<sup>st</sup> day of August 2007.



APPROVED:

Jerry Tartaglino, Mayor

ATTEST:

Carrie L. Smith, City Secretary

Approved to Form:

---

James E. Shepherd, City Attorney

## DEVELOPMENT AGREEMENT

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

### I RECITALS

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

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

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

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

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

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

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

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

## II ANNEXATION AND DEVELOPMENT

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

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

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

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

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

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

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

## **2.0 WATER SYSTEM**

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

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

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

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

## **3.0 SANITARY SEWER**

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

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

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

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

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

#### **4.0 ROADWAY SYSTEM**

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

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

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

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

#### **5.0 GENERAL**

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

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

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

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

## **6.0 GENERAL**

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

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

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

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

If Notice to Owner:

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

with a copy to:

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

If Notice to Developer:

Steve Sallman  
4925 Greenville Avenue  
Suite 1020  
Dallas, Texas 75206

with a copy to:

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

If Notice to Parker:

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

with a copy to:

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

## 6.5 Defaults.

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

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

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

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

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

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

## 6.6 Miscellaneous:

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

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

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

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

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

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

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

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

EXECUTED as of the date first above written.

**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

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

By: Walter G. Bedell  
Walter G. Bedell

Its: President

Date: 9-4-07

**LEWIS BEND PARTNERS, LTD.,**

a Texas limited partnership

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

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

A Texas limited liability company,

General Partner

By: Stephen L. Sallman, mgr.

Stephen L. Sallman

Its: Manager

Date: 9/6/07

**WARNER CAPITAL, LLC,**  
a Texas limited liability company

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

Its: ~~President~~ manager

Date: 9/6/07



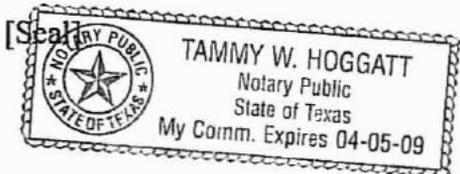
**CITY OF PARKER, TEXAS**

By: *Jerry Tartaglino*  
Jerry Tartaglino, Mayor

Date: *September 11, 2007*

STATE OF TEXAS )  
 )  
COUNTY OF Collin )

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



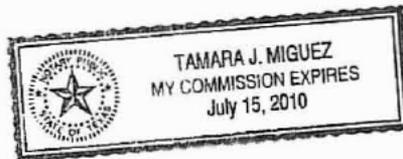
Tammy W. Hoggatt  
Notary Public--State of Texas

STATE OF TEXAS )  
 )  
COUNTY OF Dallas )

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

[Seal]

Tamara Miguez  
Notary Public--State of Texas

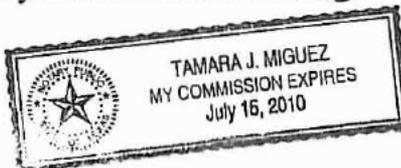


STATE OF TEXAS )  
 )  
COUNTY OF Dallas )

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

[Seal]

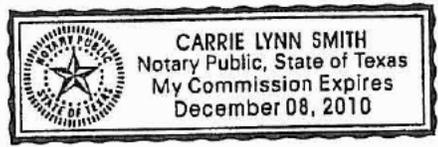
Tamara Miguez  
Notary Public--State of Texas



STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

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

[Seal]



*Carrie Lynn Smith*  
\_\_\_\_\_  
Notary Public--State of Texas

EXHIBIT "A"

**Legal Description**

**EXHIBIT "A"****TRACT 1, 2, 3 & 5**

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT "A"- CONTINUED**

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

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

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

**AND**

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

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

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

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

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

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

## EXHIBIT "A" - CONTINUED

TRACT 4

4856sur

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

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

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

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

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

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

**EXHIBIT "A" - CONTINUED**

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

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

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

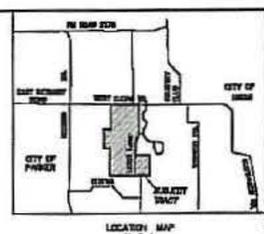
THENCE, West, along the south line of said Newman Living Trust tract and a south line of a tract of land conveyed to the previously mentioned John Braley and wife Christine Newman Braley, said line further being on the north line of a tract of land owned by John L. Morrison according to the Last Will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

**EXHIBIT "B"**  
**Conceptual Plan**

# Concept Plan

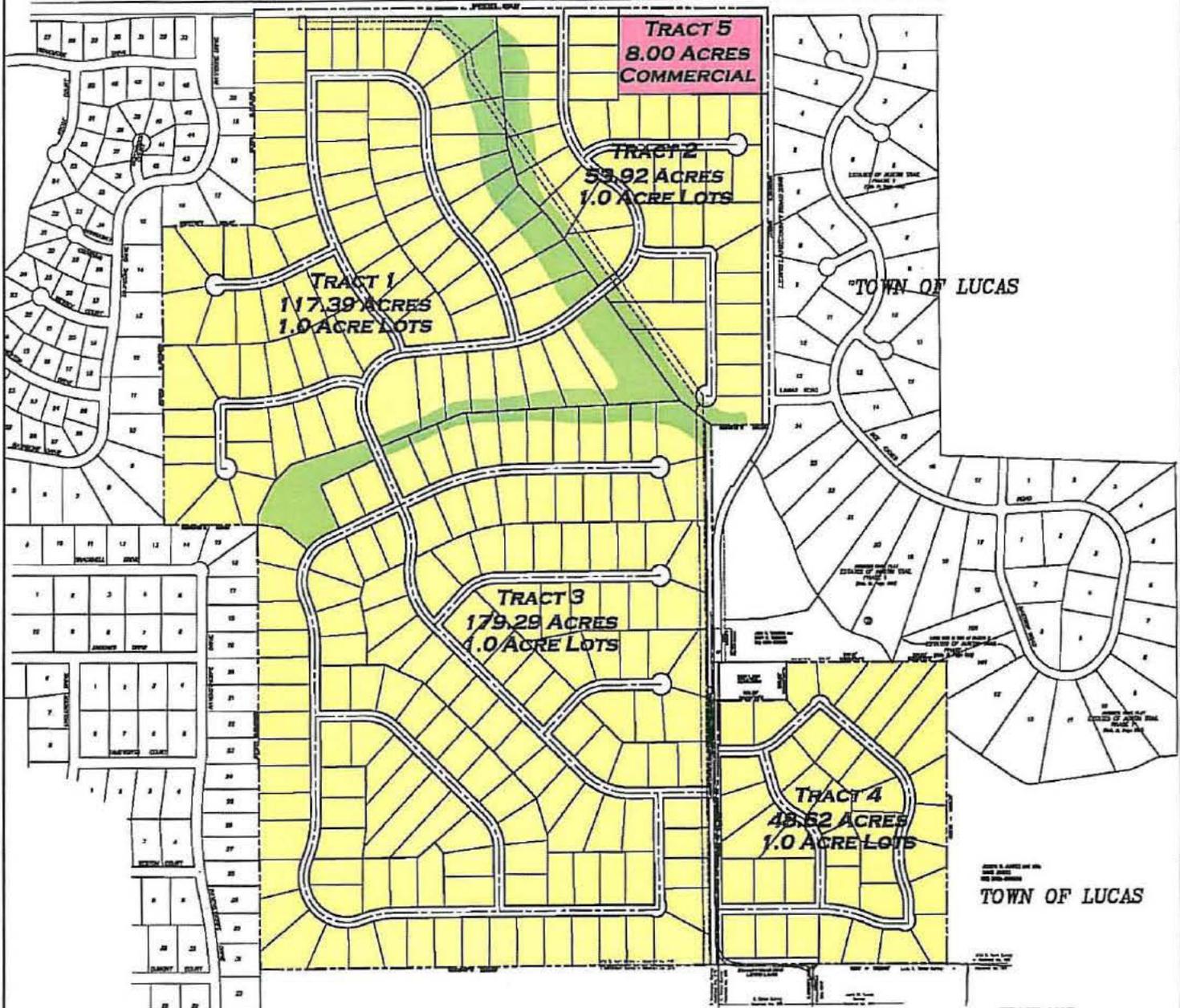
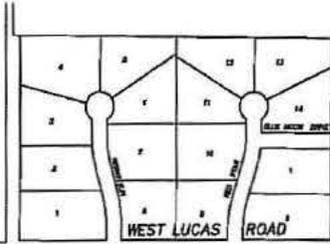


300 150 0 300 600  
SCALE: 1" = 300'



TOWN OF LUCAS

WEST LUCAS ROAD



COLLIN COUNTY

LUCAS ETJ

TRACT MAP  
OF  
407.221 ACRES

## Maximum Allowable Single Family Lots: 315

OUT OF THE  
ANN S. HURT SURVEY, ABSTRACT NO. 42B  
A.J. TUCKER SURVEY, ABSTRACT NO. 910  
IN THE  
CITY OF PARKER, COLLIN COUNTY, TEXAS  
SCALE 1"=300' - DATE 12/08  
BY CHANCE W.  
WALKER GROUP, INC.  
4021 Greenleaf Avenue - Suite 100 - Dallas, Texas 75238  
972-380-0228  
STEPHEN DUNFORD, INC., ENG.  
6000 Broadway - Suite 100 - Dallas, Texas 75226

## EXHIBIT "C"

**Special Regulations**

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

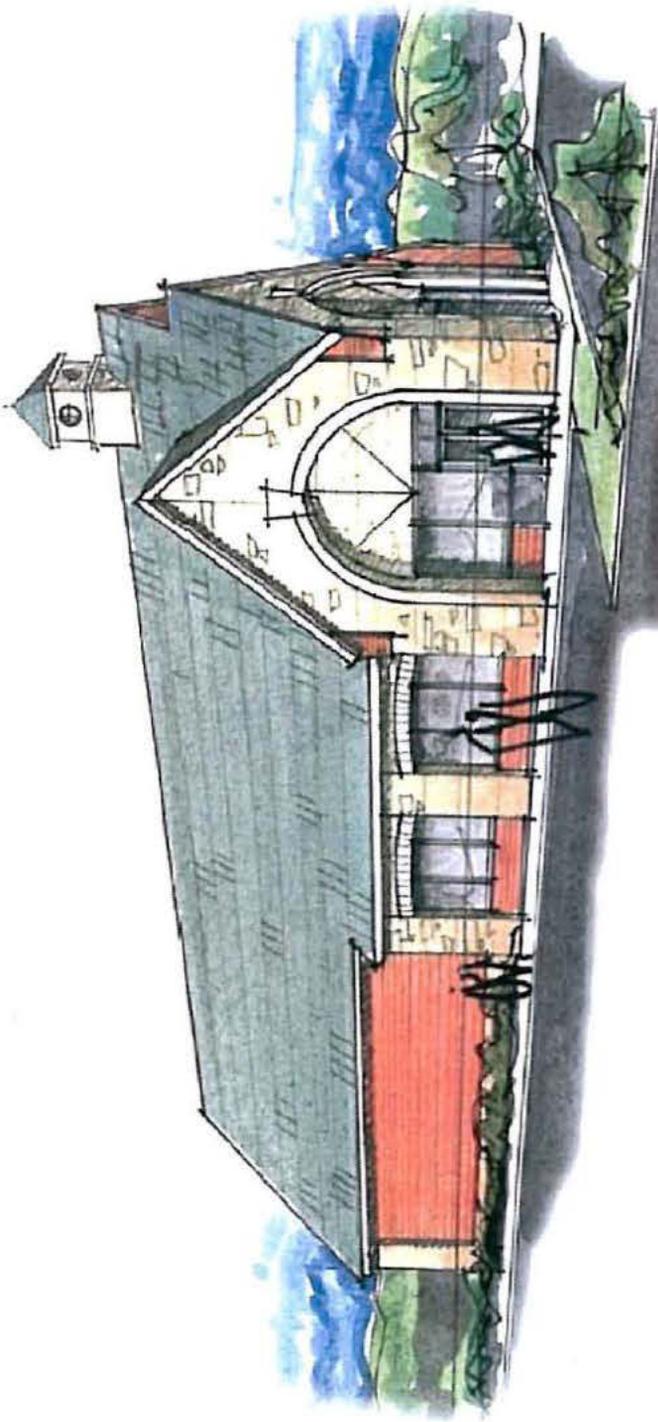
- The City shall have landscaping, site plan and architectural review in order to ensure residential style construction.
  - Height - No building or structure shall exceed two stories or 40' maximum height. Height limited to one story not to exceed 35' when located within 150' of a residence. Cupolas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

- lots except lots adjacent to Commercial Tract which may be a minimum of 2,500 square feet (air conditioned space).
- Tracts 1 and 4 – Min. 3,000 square feet (air conditioned space) on all lots.
  - Outbuildings – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot.
  - Fencing – per City of Parker ordinances.
  - Unless addressed hereinabove, development on Tracts 1-4 must comply with the City's SFT zoning district in effect on September 1, 2007.

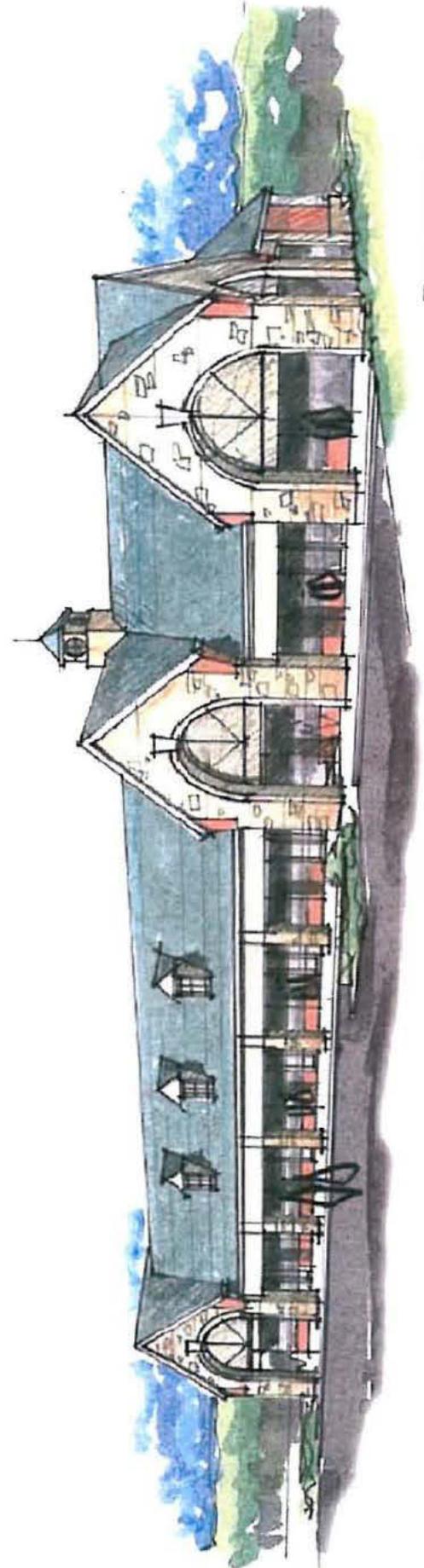
EXHIBIT "D"

**Elevation Examples**

Dallas\_1\4909475\9



**BUILDING 2**



**BUILDING 1**

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

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



A handwritten signature in cursive script that reads "Stacey Kemp".



## DEVELOPMENT AGREEMENT AMENDMENT #1

**THIS IS AMENDMENT #1** to that certain development agreement (the “Agreement”) dated the 11<sup>th</sup> day of September, 2007 by and among the City of Parker, Collin County, Texas, (the “City”), Bedell Family Limited Partnership, a Texas limited partnership (“Bedell”), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, “Developer”). The land area subject of the Agreement is to be known as “Kings Crossing”, the boundaries of which are set forth in the Agreement.

### I. RECITALS

- A. Developer has requested certain modifications to the Agreement to reflect the change in the need to remove reimbursement provisions for the renovation of Lewis Lane, and the corresponding need to increase funds for additional expenses to be incurred for offsite water lines, and on and offsite sewer lines.
- B. An additional sewer force main not contemplated in the original Agreement has been identified as a need for the development.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

- 1. The last sentence of paragraph 5.2 of the Agreement is deleted, and replaced with the following sentence:

“The maximum total reimbursement paid to the Developer for the combined reimbursement costs of the water system and sanitary sewer expansion shall not exceed the actual approved costs for those projects, and in no event shall exceed the sum of \$689,200.00.”

- 2. Section 5 of the Agreement is hereby amended by adding the following new paragraph 5.3:

**“5.3 Reimbursement of Developer’s Costs** – The reimbursement of Developer’s costs from fees collected within the development is limited to \$7,000 per lot in Paragraph 5.1. The disbursements will be paid or retained as follows:

- (1) The reimbursement funds collected by the City for each phase of the Development will be held by the City and paid quarterly to the Developer, subject to the following:

- a. No material claim has been made by the City with regard to the water, sewer, drainage, or road improvements subject to reimbursement under the Development Agreement which has not been resolved, or which is not insured by the maintenance bonds provided in accordance with the subdivision regulations.
- b. No material dispute and/or litigation is pending by and between the City and the Developer regarding any matter subject of this Development Agreement.

(2) In the event a. and/or b. above has occurred, the City may retain the funds which would otherwise have been paid to the Developer, but only to the extent reasonable to pay the estimated costs to cure the default or dispute. The funds may be retained by the City until the default is cured in accordance with paragraph 6.5 of the Development Agreement at which time the funds will be released.

5.3.1 The City of Lucas and Collin County have improved Lewis Lane. The original \$109,000 allocated in the Agreement incentives for the Developer will not be expended for that purpose. Any improvements required of the Developer by the City subdivision regulations, including any required improvements to Lewis Lane, will not be reimbursed.

5.3.2 No interest shall accrue to the Developer on any retained amount while held by the City.”

*(Signature page follows)*

This Agreement Amendment is effective on the date all parties have signed, which is the 18th day of June, 2013.

**“BEDELL”**

**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
Its Managing Partner

By: Walter G. Bedell  
Walter G. Bedell  
Its President

Date: 11-18-13

**“DEVELOPER”**

**LEWIS BEND PARTNERS, LTD.,**  
a Texas limited partnership

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

By: Warner Capital, L.L.C.,  
a Texas limited liability company,  
General Partner

By: Stephen L. Sallman, Mgr.  
Stephen L. Sallman  
Its Manager

Date: 11/4/13

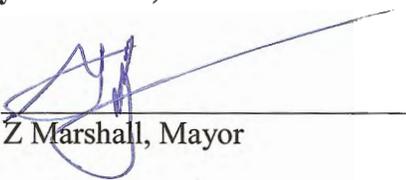
**WARNER CAPITAL, LLC,**  
a Texas limited liability company

By: Stephen L. Sallman, Mgr.  
Stephen L. Sallman  
Its Manager

Date: 11/4/13



“City”  
City of Parker, Texas

By:   
Z Marshall, Mayor

Date: November 22, 2013

Amends Res 2007-170  
& Ord 666

Kings Cross  
Bedell Tract

Meeting Date: 11/19/2024 Item 13.

**MOTION:** Mayor Pro Tem Levine moved to approve the development agreement with Steve Sallman by adding the following conditions: a lack of reimbursement to the developer for Lewis Lane; reimbursement to the developer phase by phase as developed, timed to 90% of the lots and the City is in receipt of fees from the builders; assignment of the contract and reimbursement is for actual costs not to exceed total approved; subject to Mayor Marshall and Steve Sallman signing revised agreement. Councilmember Pettie seconded with Councilmember Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

## PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Steve Sallman led the pledge.

TEXAS PLEDGE: Stacy Patrick led the pledge.

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

Stacy Patrick, 5202 Ravensthorpe – She requested that the Parker Women’s Club be placed on a future agenda to discuss possible changes to a portion of the City’s web site assigned to them.

## INDIVIDUAL CONSIDERATION ITEMS

### 4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JUNE 4, 2013. [SMITH]

City Secretary Smith requested the minutes be tabled to a future agenda to confirm some information from the meeting.

**MOTION:** Councilmember Pettie moved to table the minutes to a future meeting. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

### 5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2013- 414 AMENDING AN AGREEMENT WITH THE SOUTHEAST COLLIN COUNTY EMS COALITION; REPEALING RESOLUTION 2013-404. [SHEFF]

Parker is a member entity of the Southeast Collin County EMS Coalition and contracts with East Texas Medical Center for the provision of paramedic ambulance service to Parker. This contract expires September 30, 2013.

Resolution 2013-404 authorized a modification to the ambulance contract by i) extending its maturity through September 30, 2014 and ii) allowing the City of Lavon to exit the Coalition and the contract without penalty on November 1, 2013. During the extension period Parker was to pay its ratable share of the subsidy equal

**MINUTES**  
**CITY COUNCIL MEETING**

**June 18, 2013**

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

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

Mayor Marshall called the meeting to order at 3:00 p.m. Councilmembers Stone, Standridge, Levine, Pettie and Taylor were present.

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

**EXECUTIVE SESSION**

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

Mayor Marshall recessed the regular meeting at 3:01 p.m.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - a. GOVT. CODE 551.087—ECONOMIC DEVELOPMENT PROSPECT AND PROPOSAL REGARDING A PENDING PROJECT IN THE AREA OF LEWIS AND BETHANY ROADS—KINGS CROSSING.
  - b. GOVT. CODE 551.074 - DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION AND OR DUTIES OF MEMBERS OF THE POLICE DEPARTMENT AND THE CITY ADMINISTRATOR.
  - c. GOVT. CODE 551.071 - CONFIDENTIAL LEGAL ADVICE REGARDING THE ITEMS ABOVE.

2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the regular meeting at 5:30 p.m.

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



20140122000063210 01/22/2014 04:06:37 PM AG 1/6

**DEVELOPMENT AGREEMENT AMENDMENT #1**

**THIS IS AMENDMENT #1** to that certain development agreement (the “Agreement”) dated the 11<sup>th</sup> day of September, 2007 by and among the City of Parker, Collin County, Texas, (the “City”), Bedell Family Limited Partnership, a Texas limited partnership (“Bedell”), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, “Developer”). The land area subject of the Agreement is to be known as “Kings Crossing”, the boundaries of which are set forth in the Agreement.

**I.  
RECITALS**

- A. Developer has requested certain modifications to the Agreement to reflect the change in the need to remove reimbursement provisions for the renovation of Lewis Lane, and the corresponding need to increase funds for additional expenses to be incurred for offsite water lines, and on and offsite sewer lines.
- B. An additional sewer force main not contemplated in the original Agreement has been identified as a need for the development.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

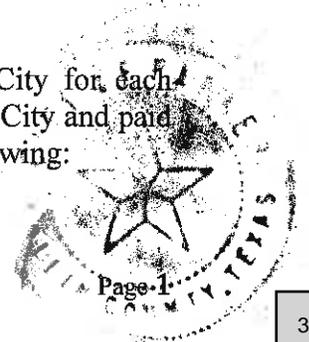
- 1. The last sentence of paragraph 5.2 of the Agreement is deleted, and replaced with the following sentence:

“The maximum total reimbursement paid to the Developer for the combined reimbursement costs of the water system and sanitary sewer expansion shall not exceed the actual approved costs for those projects, and in no event shall exceed the sum of \$689,200.00.”

- 2. Section 5 of the Agreement is hereby amended by adding the following new paragraph 5.3:

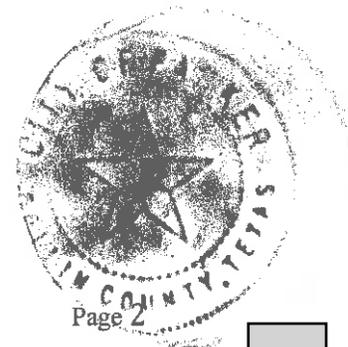
**“5.3 Reimbursement of Developer’s Costs** – The reimbursement of Developer’s costs from fees collected within the development is limited to \$7,000 per lot in Paragraph 5.1. The disbursements will be paid or retained as follows:

- (1) The reimbursement funds collected by the City for each phase of the Development will be held by the City and paid quarterly to the Developer, subject to the following:



- a. No material claim has been made by the City with regard to the water, sewer, drainage, or road improvements subject to reimbursement under the Development Agreement which has not been resolved, or which is not insured by the maintenance bonds provided in accordance with the subdivision regulations.
  - b. No material dispute and/or litigation is pending by and between the City and the Developer regarding any matter subject of this Development Agreement.
- (2) In the event a. and/or b. above has occurred, the City may retain the funds which would otherwise have been paid to the Developer, but only to the extent reasonable to pay the estimated costs to cure the default or dispute. The funds may be retained by the City until the default is cured in accordance with paragraph 6.5 of the Development Agreement at which time the funds will be released.
- 5.3.1 The City of Lucas and Collin County have improved Lewis Lane. The original \$109,000 allocated in the Agreement incentives for the Developer will not be expended for that purpose. Any improvements required of the Developer by the City subdivision regulations, including any required improvements to Lewis Lane, will not be reimbursed.
- 5.3.2 No interest shall accrue to the Developer on any retained amount while held by the City.”

*(Signature page follows)*



This Agreement Amendment is effective on the date all parties have signed, which is the 21st day of January, 2013. 2014.

**“BEDELL”**  
**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
Its Managing Partner

By: Walter G. Bedell  
Walter G. Bedell  
Its President

Date: 1/21/14

**“DEVELOPER”**  
**LEWIS BEND PARTNERS, LTD.,**  
a Texas limited partnership

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

By: Warner Capital, L.L.C.,  
a Texas limited liability company,  
General Partner

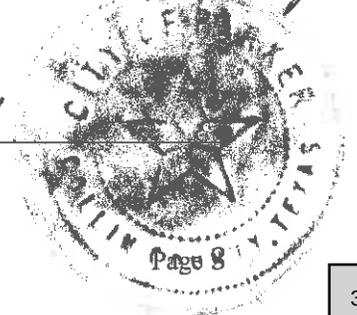
By: Stephen L. Sallman, mgr.  
Stephen L. Sallman  
Its Manager

Date: 1/15/14

**WARNER CAPITAL, LLC,**  
a Texas limited liability company

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

Date: 1/15/14





“City”  
City of Parker, Texas

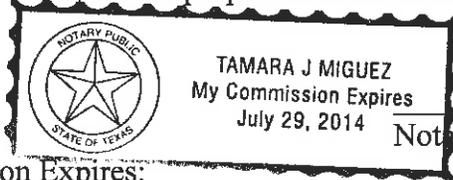
By:   
Z Marshall, Mayor

Date: Jan. 21, 2014



STATE OF TEXAS §  
COUNTY OF ~~COLLIN~~ <sup>Dallas</sup> §

This instrument was acknowledged before me on the 21st day of Jan., 2014, by Walter G. Bedell, for the purposes stated therein.



Tamara Miguez  
Notary Public, State of Texas

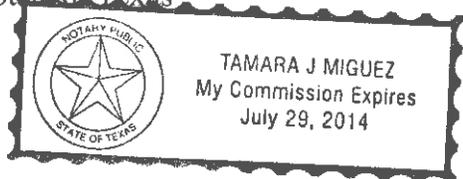
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF ~~COLLIN~~ <sup>Dallas</sup> §

This instrument was acknowledged before me on the 15th day of Jan., 2014, by Stephen L. Sallman, for the purposes stated therein.

Tamara Miguez  
Notary Public, State of Texas

My Commission Expires: 7-29-2014



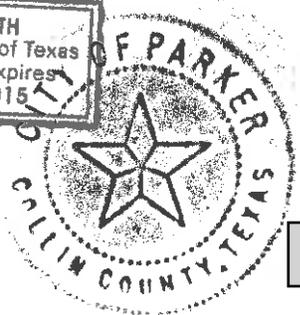
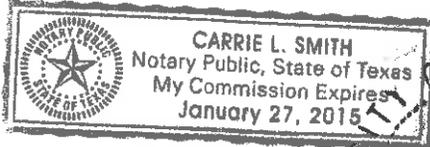
STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Z Marshall, known to me to be the Mayor of the City of Parker, whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, on behalf of the City of Parker.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 21st day of January, 2014.

Carrie L. Smith  
Notary Public, State of Texas

My Commission Expires: 1/27/15



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/22/2014 04:06:37 PM  
\$42.00 DLAIRD  
20140122000069210



A handwritten signature in black ink, which appears to read "Stacey Kemp". The signature is written in a cursive, flowing style.

**ORDINANCE NO. 830**  
*(Approval of Amendment #2 to Bedell Tract Development Agreement)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING AMENDMENT #2 TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PARKER, BEDELL FAMILY LIMITED PARTNERSHIP, LEWIS BEND PARTNERS, LTD., AND WARNER CAPITAL, LLC; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on August 21, 2007, via Resolution No. 2007-170, the City of Parker approved a Development Agreement with the Bedell Family Limited Partnership, Lewis Bend Partners, Ltd., and Warner Capital, LLC concerning property as more specifically described as Tracts 1, 2, 3, 4, and 5 therein (the “Bedell Tracts”), as attached hereto as Exhibit A (the “Development Agreement”), and

**WHEREAS**, on June 18, 2013, the City Council for the City of Parker, Texas approved an amendment to the Development Agreement for specific changes thereto, subject to the parties signing a revised agreement, and

**WHEREAS**, in November 2013, the parties signed Development Agreement Amendment #1, attached hereto as Exhibit B, effectuating the parties agreement following the June 18, 2013 council meeting; and

**WHEREAS**, the developer has requested additional changes to the Development Agreement related to parking space calculation and a limitation on allowed uses, and

**WHEREAS**, the developer has presented the City with a proposed Amendment #2 to the Development Agreement including language for both changes and is attached hereto as Exhibit C; and

**WHEREAS**, the City Council finds it is in the public interest to approve Amendment #2 to the Development Agreement;

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

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

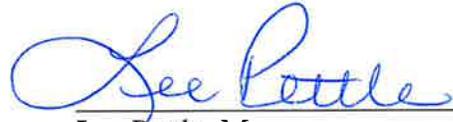
**Section 2.** The City Council hereby approves Amendment #2 to the Development Agreement as attached hereto as Exhibit C. The Mayor is authorized to execute Amendment #2 on behalf of the City and to carry out all duties and obligations of the City pursuant to the Development Agreement as amended.

**Section 3.** To the extent Resolution No. 2007-170 and the previously approved Development Agreement and Amendment #1 thereto are inconsistent with this ordinance, they are repealed. The remaining portions are to remain in full force and effect.

**Section 4.** This Ordinance shall take effect immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 15<sup>TH</sup> DAY OF NOVEMBER, 2022.**



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

ATTEST:

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

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Larence M. Lansford, III, City Attorney

## DEVELOPMENT AGREEMENT AMENDMENT #2

**THIS IS AMENDMENT #2** to that certain development agreement (the "Agreement") dated the 11<sup>th</sup> day of September, 2007 by and among the City of Parker, Collin County, Texas, (the "City"), Bedell Family Limited Partnership, a Texas limited partnership ("Bedell"), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, "Developer"). The land area subject of the Agreement is to be known as "Kings Crossing," the boundaries of which are set forth in the Agreement.

### I. RECITALS

- A. Developer has requested certain modifications to the Agreement to reflect a change in the parking requirement for commercial uses.
- B. Developer has also requested a modification to the Agreement in order to prohibit any Sexually Oriented Business uses.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

- 1. The third sentence under the subheading "Landscape Buffer & Screening" within the section regarding the "8 Acre 'Commercial' Tract 5" on **Exhibit C – Special Regulations** that describes the required parking ratio is deleted, and replaced with the following sentence:

"Parking shall be provided at a ratio of one parking space per 300 square feet of air-conditioned space."

- 2. Under the subheading "Allowable Uses" within the section regarding the "8 Acre 'Commercial' Tract 5" on **Exhibit C – Special Regulations**, the following shall be added:

"Sexually Oriented Businesses shall be specifically prohibited."

*(Signature page follows)*

This Agreement Amendment is effective on the date all parties have signed, which is the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**"BEDELL"**  
**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

Bedell Investments, Inc.  
Managing Partner

By: \_\_\_\_\_  
Sandy L. Bedell  
Vice-President

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

**"DEVELOPER"**  
**LEWIS BEND PARTNERS, LTD.,**  
a Texas limited partnership

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

Warner Capital, L.L.C.,  
a Texas limited liability company,  
General Partner

By: \_\_\_\_\_  
Stephen L. Sallman  
Its Manager

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

**WARNER CAPITAL, L.L.C.,**  
a Texas limited liability company,  
General Partner

By: \_\_\_\_\_  
Stephen L. Sallman  
Its Manager

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



"CITY"  
City of Parker, Texas

By: Lee Pettle  
Lee Pettle  
Mayor

Date: 11/16/2022

ATTEST:

Patti Scott Grey  
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

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

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by **Sandy Bedell**, for the purposes stated therein.

\_\_\_\_\_  
Notary Public in and for the State of Texas

SEAL  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by **Stephen L Sallman**, for the purposes stated therein.

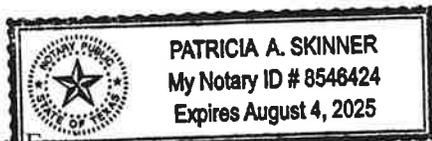
\_\_\_\_\_  
Notary Public in and for the State of Texas

SEAL  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared, **Lee Pettie**, known to me to be the **Mayor of the City of Parker**, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, on behalf of the City of Parker.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 16 day of November, 2022.



SEAL  
My Commission Expires: \_\_\_\_\_

Patricia A. Skinner  
Notary Public in and for the State of Texas

MINUTES  
**PLANNING AND ZONING COMMISSION MEETING**  
 October 24, 2024

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

The Planning & Zoning Commission met on the above date. Chair Wright called the meeting to order at 5:34 PM.

Commissioners Present:			
X	Chair Russell Wright		X
X	Vice Chair Joe Lozano		
	Commissioner & Secretary Wei Wei Jeang		X
	Commissioner David Leamy		
X	Commissioner Jasmat Sutaria		
Staff/Others Present:			
X	Public Works Dir. Gary Machado		
	City Secretary Patti Scott Grey		
			Alternate Lucy Estabrook
			Alternate Larkin Crutcher
			Alternate Lynnette Ammar
			Interim City Attorney Catherine Clifton
			City Administrator Luke B. Olson

**APPOINTMENT OF ALTERNATE(S)**

Alternate Commissioners Estabrook and Ammar are included for the quorum.

**PLEDGE OF ALLEGIANCE**

The pledges were recited.

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

No public comments.

## INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING APPROVAL OF THE MEETING MINUTES FOR SEPTEMBER 26, 2024.

MOTION: Commissioner Lozano moved to approve the minutes.

Commissioner Sutaria seconded the motion. The motion carried 5-0.

2. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES – PHASE 4 PRELIMINARY PLAT.

Whitestone Estates Development representatives made a presentation and the Commissioners asked questions about trees and drainage issues.

MOTION: Commissioner Lozano moved to recommend to the City Council approval of the Whitestone Estates Phase 4 preliminary plat.

Commissioner Sutaria seconded the motion. The motion carried 5-0.

3. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING - PHASE 6 AND 7 PRELIMINARY PLAT.

Kings Crossing Development representatives made a presentation and the Commissioners asked questions about hydrology and drainage issues, and about prevention of silt accumulation in the creek during construction. The representatives were asked by Commissioner Ammar to summarize the flood study done in January. They confirmed that this development will be on a sewer system.

MOTION: Commissioner Estabrook moved to recommend to the City Council approval of the Kings Crossing Phases 6 and 7 preliminary plat.

Commissioner Lozano seconded the motion. The motion carried 5-0.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON REVISIONS TO THE COMPREHENSIVE PLAN (COMP PLAN).

Commissioners discussed the numerous revisions present in the packet and which version to send to the City Council for their consideration and review. Chair Wright suggested that he will identify the latest version and forwarding that version as the Comp Plan Consolidated Revision to the City's Administrator, who will make sure that the City Council works from that version. Commissioner Ammar stated that the citizen's (Terry Lynch) comments be a part of the packet.

MOTION: Commissioner Lozano moved to submit the Consolidated Revision of the Comp Plan with Terry Lynch's comments to the City Council.

Commissioner Sutaria seconded the motion. The motion carried 5-0.

5. FUTURE AGENDA ITEMS

None.

6. ADJOURN

Chair Wright adjourned the meeting at 6:20 PM.

Minutes Approved on \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chair Russell Wright

Attest and Prepared by:

\_\_\_\_\_  
Commissioner & Secretary Wei Wei Jeang



# 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 Mayor Pettle
Estimated Cost:	Date Prepared:	November 14, 2024
Exhibits:	<b><u>None</u></b>	

**AGENDA SUBJECT**

UPDATE(S):

- FM2551
- NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)
- COMP PLAN
- TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
- PROJECTS IN PROGRESS
- ENGINEERING REQUEST FOR QUALIFICATIONS (RFQs)
- NOISE COMMITTEE
- ANY ADDITIONAL UPDATES
- MONTHLY/QUARTERLY REPORTS
- [October 2024 - Building Permit/Code Report](#)
- [October 2024 – Court Report](#)
- [Investment 3rd Qtr. Report 2024](#)
- [October 2024 – Police Report](#)
- [October 2024 – Republic Services Inc., dba Allied Waste Services of Plano](#)

**SUMMARY**

Please review information provided.

**POSSIBLE ACTION**

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/xx/2024

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
<b>2024</b>			
Feb(Mar), <del>May (July), Aug, Nov</del>	Fire Department Quarterly Report	Sheff/Miller	2nd Qtr 2024 0917 CC Agenda - Done
Feb(Mar), <del>May (July), Aug, Nov</del>	Investment Quarterly Report	Savage	3rd Qtr 2024 1119 - Done
Feb(Mar), May (July), Aug, Nov	Enterprise Update	ICA CC/F-HR GS	Waiting on Update (2024 1002 CC Mrg - next week)
	Mayor Pettie 2024 1111 Update	Pettie	Mayor Pettie 2024 1111 Update
<b>November 19, 2024</b>	Water issues (NTMWD, Moratorium. exceptio		
<b>December 3, 2024</b>	ILA St. Paul if not done		
<b>December 3, 2024</b>	Enterprise contract, if not done		
<b>TBD</b>	Pump Station if not done		
<b>TBD</b>	Records retention policy		
<b>TBD</b>	Annual records review		
<b>TBD</b>	Any resolutions ready		
<b>TBD</b>	Any plats ready		
<b>TBD</b>	Any ILAs ready		
<b>December 3, 2024</b>	Republic Contract if not done		
<b>November 19, 2024</b>	Tax roll certification if not done		
<b>December, 2024</b>	Engineering RFQs		
<b>December 3, 2024</b>	Board/Commission appointments		
<b>December 3, 2024</b>	TMRS		

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
December 3, 2024	Comp plan Workshop		
November 19, 2024	Rescind newsletter committee		
	Presentation:	Pettle	Per Mayor Pettle 2024 1111email
TBD	Town Hall		
	Updates:	Pettle	Per Mayor Pettle 2024 1111 email
November 19, 2024	FM2551		
November 19, 2024	NTMWD		
November 19, 2024	Comp plan		2024 1024 P&Z - Done
November 19, 2024	TCEQ		
November 19, 2024	Projects in Progress		
November 19, 2024	Engineering contracts		
November 19, 2024	Noise Committee		
	Workshops:	Pettle	Per Mayor Pettle 2024 1111 email
TBD	city protocols - Minutes, Agendas, Open Records requests process, etc.		
TBD	Comp plan		Tentatively - 2024 1203
TBD	Departmental Reports		
TBD	Zoning Codes (SAD, Commercial/retain)		
TBD	Public Works		
TBD	Police		
TBD	Personnel Manual		

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
TBD	Signage (political, rezoning, electronic)		
	Future Agenda Items	Pettle	Per Mayor Pettle 2024 1104 email
TBD	Southridge gate 2025		
TBD	Newsletter committee		
TBD	Procedural Manual		
TBD	Personnel Manual		
TBD	Procedures for Presentations		
TBD	Procedures for agendas		
TBD	Employment :Required time with city for paid training		
TBD	water impact fees (July 2025)		
TBD	CIP updates (April/May 2025)		
TBD	Microphones for Council Chambers, if not done	IT MF	Information Technology Mike Farchie
TBD	Pump station if not done		
TBD	Records retention policy		
TBD	Annual records review		
TBD	Any ILAs needed		
TBD	St Paul ILA/agreement		
TBD	Exceptions/Exemptions to water moratorium	ICA CC	
TBD	Attorney appointment		

**FUTURE AGENDA ITEMS**

	<b>ITEM DESCRIPTION</b>	<b>CONTACT</b>	<b>Notes - Last Updated</b>
TBD	Sign ordinance revisions consideration		
TBD	Leash law		
TBD	Sign ordinance for rezoning property		



# 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: November 14, 2024
Exhibits:	<a href="#">Future Agenda Items</a>

**AGENDA SUBJECT**

FUTURE AGENDA ITEMS

**SUMMARY**

Please review information provided.

**POSSIBLE ACTION**

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/15/2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024