



AGENDA
CITY COUNCIL MEETING
JUNE 17, 2025 @ 6:00 PM

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, June 17, 2025 at 6:00 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002. The City Council meeting will be open to the public and live streamed.

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

CALL TO ORDER – Roll Call and Determination of a Quorum

EXECUTIVE SESSION (6:00 - 7:00 PM) – 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, or duties of a city administrator.

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

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

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

RECONVENE REGULAR MEETING.

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

PLEDGE OF ALLEGIANCE

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

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

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

ITEMS OF COMMUNITY INTEREST

1. CITY HALL CLOSED – FRIDAY, JULY 4, 2025

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JULY 9, 2025, 5 PM

BUDGET/TAX RATE MEETINGS

INDIVIDUAL CONSIDERATION ITEMS

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESIGNATION OF COUNCIL MEMBER KERCHO.
3. REVIEW APPLICATIONS FOR COUNCIL MEMBER.
4. CONSIDERATION AND ANY APPROPRIATE ACTION ON ORDINANCE NO. 894 REGULATING NOISE WITHIN THE CITY OF PARKER.
5. RECEIVE PARKS AND RECREATION PRESENTATION AND GIVE P&R COMMISSION DIRECTION.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-825 MAKING APPOINTMENTS TO THE PARKS AND RECREATION (P&R) COMMISSION. (TWO NEW APPLICANTS: BILLY BARRON AND SARAH SHARPE)
7. CONSIDERATION, DISCUSSION, AND/OR ANY APPROPRIATE ACTION ON AN UNFILLED ADMINISTRATIVE ASSISTANT POSITION.
8. DISCUSS AND CONSIDER REFERRAL OF ORDINANCE NO. 201, RELATING TO FIREWORKS AND THE PREVENTION OF FIRES, TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION.
9. DISCUSS AND CONSIDER REFERRAL OF CHAPTER 153 REGARDING SIGNS TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION.
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-850 APPROVING AN ENGINEERING SERVICES AGREEMENT FOR A SECOND WATER TOWER.

ROUTINE ITEMS

11. UPDATE(S):

PROJECTS IN PROGRESS

FM2551

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), WASTEWATER TREATMENT PLANT (WWTP) AND **MUNICIPAL UTILITY DISTRICT** (MUD)

LEWIS LANE

POST OFFICE/ZIP CODE

NEWSLETTER

DUBLIN ROAD WATER LINES

PUMP STATION/ PUBLIC WORKS BUILDING

CAPITAL IMPROVEMENT PLAN (CIP)

COMPREHENSIVE PLAN (COMP)

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

[April 2025 - Building Permit/Code Report](#)

[May 2025 - Building Permit/Code Report](#)

[April 2025 – Court Report](#)

[May 2025 – Court Report](#)

[April 2025 - Finance \(monthly financials\) Report](#)

[May 2025 - Finance \(monthly financials\) Report](#)

[Investment 1st Qtr. Report 2025](#)

[Fire 1st Qtr. Report 2025](#)

[April 2025 – Police Report](#)

[May 2025 – Police Report](#)

[April 2025 – Republic Services Inc., dba Allied Waste Services of Plano](#)

[May 2025 – Republic Services Inc., dba Allied Waste Services of Plano](#)

DONATION(S)

12. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$1,000 [RES. NO. 2024-801])

Jim and Cyndi Daugherty donated snacks valued at \$30 to Police Department.

Angela Stegmaier donated Girl Scout Cookies valued at \$50 to Police Department.

Bhargari Patel donated cookies valued at \$10 to Police Department.

The Evans family donated Variety Snacks valued at \$65 to Police Department.

Maria Weiland donated snacks valued at \$40 to Police Department.

Humaira Hussain donated Girl Scout Cookies valued at \$75 to Police Department.

Maryam Boroujerdi & Mohammad Massoudi donated 1 dozen Nothing Bundt Cakes Bundtinis valued at \$28 to City Staff.

FUTURE AGENDA ITEMS

13. FUTURE AGENDA ITEMS

ADJOURN

**RECEPTION FOR
FORMER COUNCILMEMBER
RANDY KERCHO**

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 June 14, 2025, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at www.parkertexas.us

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 for Mayor Pettle
Estimated Cost:	Date Prepared:	June 11, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

CITY HALL CLOSED – FRIDAY, JULY 4, 2025

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JULY 9, 2025, 5 PM

[BUDGET/TAX RATE MEETINGS](#) (Hyperlink – Please click for additional info.)

SUMMAR

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:	06/12/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/ xx /2025



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 Mayor Pettle
Estimated Cost:	Date Prepared:	June 11, 2025
Exhibits:	<u>Councilmember Kercho's letter of resignation</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESIGNATION OF COUNCIL MEMBER KERCHO.

SUMMARY

Councilmember Kercho has provided his resignation dated June 12, effective June 18, 2025, and announced he will be moving out of the City of Parker.

POSSIBLE ACTION

City Council may accept the resignation or take no action. A resignation may not be denied. A vacancy occurs on the date the resignation is accepted by the appropriate authority or on the eighth day after the date of its receipt by the authority, whichever is earlier. .

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	06/12/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13/2025 via Municipode
Mayor	<i>Lee Pettle</i>	Date:	06/ xx /2025

RECEIVED

June 12, 2025

JUN 13 2025

City of Parker Texas
5700 Parker Rd
Parker, TX

**BY CITY SECRETARY
CITY OF PARKER**

Mayor Pettle:

Due to my impending move out of the city limits of Parker, I am submitting my resignation from the position of City Council Member effective as of June 18, 2025. Having resided in Parker for over 20 years it is clear to see that my family has cherished our time in our uniquely country city of Parker, Texas. I'm thankful I was able to give back to the city through my engagement in various committees, boards and my current Council position. Thank you and the wonderful staff & volunteers serving the City for the assistance everyone has provided me along my journey.

Randy Kercho
Council Member



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 Mayor Pettle
Estimated Cost:	Date Prepared:	June 11, 2025
Exhibits:	<u>Applications (Hyperlinked (Redacted))</u> <ul style="list-style-type: none"> • <u>Billy Barron</u> • <u>Melissa Tierce</u> • <u>Dawn R. Hedlund</u> • <u>Frank G. Merlino</u> • <u>Aubree Marino</u> • <u>Marcos Arias</u> 	

AGENDA SUBJECT

Review applicants for Council member appointment.

SUMMAR

Councilmember Kercho's elected term started in May of 2024 and expires May 2026. With Councilmember Kercho's resignation, the City of Parker, Texas has a vacancy. At the June 3, 2025, City Council meeting, a process was established to fill that vacancy. Please review the applications 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:	06/12/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13 /2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/ XX /2025

RECEIVED

APPLICATION FOR COUNCIL MEMBER APPOINTMENT

PLEASE FILL OUT AND RETURN TO PATTI SCOTT GREY AT
PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

JUN 06 2025

BY CITY SECRETARY
CITY OF PARKERNAME: **Billy Barron**

EMAIL: [REDACTED]

ADDRESS: [REDACTED]

PHONE NO.: [REDACTED]

HOW LONG A PARKER RESIDENT: **12 yrs.**DAYS/HOURS (AM/PM) OF YOUR AVAILABILITY: **Any**Brooks Farm HoA Board
Member & Treasurer,CITY PARTICIPATION/INVOLVEMENT: **Former Chair Parks & Rec., Former Secretary
of Home Rule Charter Commission, Noise
Committee, Collin County Master Gardner**

WHY ARE YOU SEEKING THIS APPOINTMENT TO COUNCIL:

**I feel my experience & knowledge of the City of Parker's
municipal workings and history will be a great asset to
the City.**

SOLICITUD DE NOMBRAMIENTO DE MIEMBRO DEL CONSEJO

POR FAVOR, COMPLETE Y DEVUÉLVALO A PATTI SCOTT GREY EN
PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

NOMBRE:

CORREO ELECTRÓNICO:

DIRECCIÓN:

TELÉFONO:

DURANTE CUÁNTO TIEMPO RESIDENTE EN PARKER:

DÍAS/HORAS (AM/PM) DE DISPONIBILIDAD:

PARTICIPACIÓN/INVOLUCRACIÓN EN LA CIUDAD:

¿POR QUÉ BUSCA ESTE NOMBRAMIENTO PARA EL CONSEJO?

RECEIVED

2-26

Prescribed by Secretary of State
 Section 141.031, Chapters 143 and 144, Texas Election Code
 09/2021

APPLICATION FOR A PLACE ON THE BALLOT FOR A GENERAL ELECTION
 FOR A CITY, SCHOOL DISTRICT OR OTHER POLITICAL SUBDIVISION

BY CITY SECRETARY

ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL. Failure to provide required information may result in rejection of application.

APPLICATION FOR A PLACE ON THE Parker City Council GENERAL ELECTION BALLOT

TO: City Secretary/Secretary of Board (name of election)

I request that my name be placed on the above-named official ballot as a candidate for the office indicated below.

OFFICE SOUGHT (Include any place number or other distinguishing number, if any.) INDICATE TERM

FULL

UNEXPIRED

Parker City Council

FULL NAME (First, Middle, Last)

Billy, Joseph, Barron

PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe location of residence.)

CITY Parker

STATE TX

ZIP 75002

PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT*

Billy, Joseph Barron

PUBLIC MAILING ADDRESS (Optional) (Address for which you receive campaign related correspondence, if available.)

CITY

STATE

ZIP

PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.)

OCCUPATION (Do not leave blank)

CFO Ryssor Benefits

DATE OF BIRTH

7/1/1966

VOTER REGISTRATION VID
NUMBER² (Optional)

TELEPHONE CONTACT INFORMATION (Optional)

Cell

Office:

Cell:

Home

Length of continuous residence as of date this application was sworn

FELONY CONVICTION STATUS (You MUST check one)

IN THE STATE OF TEXAS

IN TERRITORY/DISTRICT/PRECINCT FROM

I have not been finally convicted of a felony.

58 year(s)

12 year(s)

I have been finally convicted of a felony, but I have been pardoned or otherwise released from the resulting disabilities of that felony conviction and I have provided proof of this fact with the submission of this application.³

0 month(s)

0 month(s)

*If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan or contain a title, nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Please review sections 52.031, 52.032 and 52.033 of the Texas Election Code regarding the rules for how names may be listed on the official ballot.

Before me, the undersigned authority, on this day personally appeared (name of candidate) _____, who being by me here and now duly sworn, upon oath says:

"I, (name of candidate) _____, of _____, County, Texas, being a candidate for the office of _____, swear that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the constitution and laws of this state. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I am aware that I must disclose any prior felony conviction, and if so convicted, must provide proof that I have been pardoned or otherwise released from the resulting disabilities of any such final felony conviction. I am aware that knowingly providing false information on the application regarding my possible felony conviction status constitutes a Class B misdemeanor. I further swear that the foregoing statements included in my application are in all things true and correct."

X

SIGNATURE OF CANDIDATE

Sworn to and subscribed before me this the _____ day of _____ by _____
 (day) (month) (year) (name of candidate)

Signature of Officer Authorized to Administer Oath⁴

Printed Name of Officer Authorized to Administer Oath

Title of Officer Authorized to Administer Oath

TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE (If Applicable) PAID BY:

CASH CHECK MONEY ORDER CASHIERS CHECK OR PETITION IN LIEU OF A FILING FEE.

This document and \$ _____ filing fee or a nominating petition of _____ pages received. Voter Registration Status Verified

(See Section 1.007)

Date Received

Date Accepted

Signature of Filing Officer or Designee

Patti Grey

From: Billy Barron [REDACTED]
Sent: Thursday, June 5, 2025 12:33 PM
To: Patti Grey
Subject: Billy Council Application.pdf
Attachments: Billy Council Application.pdf

Hi,

I hope you are doing better. Attached is my application for Randy's position. I am out of town so I haven't signed it yet. I will be back on the 18th and contact you to take care of that.

Please confirm receipt.

Take Care,

Billy

RECEIVED

APPLICATION FOR COUNCIL MEMBER APPOINTMENT

PLEASE FILL OUT AND RETURN TO PATTI SCOTT GREY AT
PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

JUN 06 2025
 BY CITY SECRETARY
 CITY OF PARKER

NAME: Melissa Tierce

EMAIL: [REDACTED]

ADDRESS: [REDACTED]

PHONE NO.: [REDACTED]

HOW LONG A PARKER RESIDENT: 12 years

DAYS/HOURS (AM/PM) OF YOUR AVAILABILITY: fairly flexible (retired /empty nester)

CITY PARTICIPATION/INVOLVEMENT: Parker Women's Club past board member +
current member; Zoning Board of Adjustments

WHY ARE YOU SEEKING THIS APPOINTMENT TO COUNCIL:

(please see the back of this page)

SOLICITUD DE NOMBRAMIENTO DE MIEMBRO DEL CONSEJO

POR FAVOR, COMPLETE Y DEVUÉLVALO A PATTI SCOTT GREY EN
PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

NOMBRE:

CORREO ELECTRÓNICO:

DIRECCIÓN:

TELÉFONO:

DURANTE CUÁNTO TIEMPO RESIDENTE EN PARKER:

DÍAS/HORAS (AM/PM) DE DISPONIBILIDAD:

PARTICIPACIÓN/INVOLUCRACIÓN EN LA CIUDAD:

¿POR QUÉ BUSCA ESTE NOMBRAMIENTO PARA EL CONSEJO?

JUN 06 2025

BY CITY SECRETARY
CITY OF PARKER

my family and I have loved living in Parker for the past 12 years. Going on a walk every morning we have the joy of seeing long horns, horses, cows, goats, chickens, alpacas, among others. How many people get to say that located within city limits?

Parker is "Uniquely Country", a large reason many moved here. I would like to help preserve our legacy, whilst moving forward and continuing to provide expert services that citizens have come to appreciate.

I have always been active and taken on leadership roles in every aspect of my life. With this open seat, I feel I am now in a position where I could step up to serve Parker.

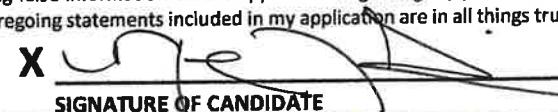
I would be honored for your consideration to serve my community and provide my skills by filling this city council seat.

Meeting Date: 06/17/2022

**APPLICATION FOR A PLACE ON THE BALLOT FOR A GENERAL ELECTION
FOR A CITY, SCHOOL DISTRICT OR OTHER POLITICAL SUBDIVISION**

JUN 06 2025

ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL. Failure to provide required information may result in rejection of application.

APPLICATION FOR A PLACE ON THE <u>Council</u> appointment		GENERAL ELECTION BALLOT	
TO: City Secretary/Secretary of Board CITY OF PARKER		(name of election)	
I request that my name be placed on the above-named official ballot as a candidate for the office indicated below.			
OFFICE SOUGHT (Include any place number or other distinguishing number, if any.) CITY COUNCIL MEMBER		INDICATE TERM	
<input checked="" type="checkbox"/> FULL		<input type="checkbox"/> UNEXPIRED	
FULL NAME (First, Middle, Last) Melissa Darlene Tierce		PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT* Melissa Tierce	
PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe location of residence.) [REDACTED]		PUBLIC MAILING ADDRESS (Optional) (Address for which you receive campaign related correspondence, if available.) [REDACTED]	
CITY Parker	STATE TX	ZIP 75002	CITY
CITY Parker		STATE TX	
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.) [REDACTED]		OCCUPATION (Do not leave blank) homemaker	DATE OF BIRTH 1,14,1971
VOTER REGISTRATION VUID NUMBER ² (Optional) 1077080658		TELEPHONE CONTACT INFORMATION (Optional) Home: _____ Office: _____ Cell: 214.693.9301	
FELONY CONVICTION STATUS (You MUST check one)		LENGTH OF CONTINUOUS RESIDENCE AS OF DATE THIS APPLICATION WAS SWORN	
<input checked="" type="checkbox"/> I have not been finally convicted of a felony.		IN THE STATE OF TEXAS 35 year(s) _____ month(s)	IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED 12 year(s) _____ month(s)
*If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan or contain a title, nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Please review sections 52.031, 52.032 and 52.033 of the Texas Election Code regarding the rules for how names may be listed on the official ballot.			
Before me, the undersigned authority, on this day personally appeared (name of candidate) Melissa Tierce , who being by me here and now duly sworn, upon oath says: "I, (name of candidate) Melissa Tierce , of Collin County, Texas, being a candidate for the office of CITY COUNCIL , swear that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the constitution and laws of this state. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I am aware that I must disclose any prior felony conviction, and if so convicted, must provide proof that I have been pardoned or otherwise released from the resulting disabilities of any such final felony conviction. I am aware that knowingly providing false information on the application regarding my possible felony conviction status constitutes a Class B misdemeanor. I further swear that the foregoing statements included in my application are in all things true and correct."			
X  SIGNATURE OF CANDIDATE			
Sworn to and subscribed before me this the 10th day of June , 2025 by Melissa Tierce (name of candidate).			
Signature of Officer Authorized to Administer Oath ⁴ Liliana Jimenez Printed Name of Officer Authorized to Administer Oath			
Title of Officer Authorized to Administer Oath Notary			
TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE (If Applicable) PAID BY: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CASHIERS CHECK OR <input type="checkbox"/> PETITION IN LIEU OF A FILING FEE. Expires May 1, 2029			
This document and \$ _____ filing fee or a nominating petition of _____ pages received. <input type="checkbox"/> Voter Registration Status Verified			
(See Section 1.007)			
Date Received	Date Accepted	Signature of Filing Officer or Designee	

RECEIVED

APPLICATION FOR COUNCIL MEMBER APPOINTMENT

JUN 11 2025

PLEASE FILL OUT AND RETURN TO PATTI SCOTT GREY AT **BY CITY SECRETARY**
PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM **CITY OF PARKER**

NAME: Dawn R Hedlund

EMAIL: [REDACTED]

ADDRESS: [REDACTED] Parker TX 75002

PHONE NO.: [REDACTED]

HOW LONG A PARKER RESIDENT: 5 years 1 mo 19 days

DAYS/HOURS (AM/PM) OF YOUR AVAILABILITY: Most Mon & Tues AM/PM; Wed-Thurs: PM only
Fri: Afternoon and PM only; Sat & Sun AM/PMCITY PARTICIPATION/INVOLVEMENT: See Footnotes¹ & ² for responses to the last two
questions.

WHY ARE YOU SEEKING THIS APPOINTMENT TO COUNCIL:

SOLICITUD DE NOMBRAMIENTO DE MIEMBRO DEL CONSEJO

POR FAVOR, COMPLETE Y DEVUÉLVALO A PATTI SCOTT GREY EN
PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

NOMBRE:

CORREO ELECTRÓNICO:

DIRECCIÓN:

TELÉFONO:

DURANTE CUÁNTO TIEMPO RESIDENTE EN PARKER:

DÍAS/HORAS (AM/PM) DE DISPONIBILIDAD:

PARTICIPACIÓN/INVOLUCRACIÓN EN LA CIUDAD:

¿POR QUÉ BUSCA ESTE NOMBRAMIENTO PARA EL CONSEJO?

¹ Actively engaged with the community while campaigning for this seat in May 2025 and currently hold a position of alternate on the City's Zoning Board of Adjustment. I continue to attend & participate in council meetings as well as attend & engage in citizen-held meetings regarding pending land development. I am using my legal expertise to represent citizens in a TPIA claim that seeks to obtain past and present documentation preserved by the City to protect citizens' property interests and preserve their way of life.

² By actively engaging with the community, demonstrating leadership, and aligning my experience with city priorities, I have positioned myself as a strong candidate ready to contribute meaningfully to local governance. Applying for city council is not just about seeking a position; it is about committing to serve the community and foster positive change. I have the availability and desire to commit to the level of involvement and passion required for a sitting council member through every step of the process.

2-26

Prescribed by Secretary of State
 Section 141.031, Chapters 143 and 144, Texas Election Code
 09/2021

JUN 11 2025

**APPLICATION FOR A PLACE ON THE BALLOT FOR A GENERAL ELECTION
 FOR A CITY, SCHOOL DISTRICT OR OTHER POLITICAL SUBDIVISION** **BY CITY SECRETARY**
CITY OF PARKER

ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL¹. Failure to provide required information may result in rejection of application.

APPLICATION FOR A PLACE ON THE CITY COUNCIL MEMBER GENERAL ELECTION BALLOT

TO: City Secretary/Secretary of Board (name of election)

I request that my name be placed on the above-named official ballot as a candidate for the office indicated below.

OFFICE SOUGHT (Include any place number or other distinguishing number, if any.)

INDICATE TERM

OPEN CITY COUNCIL SEAT

FULL

UNEXPIRED

FULL NAME (First, Middle, Last)

DAWN R. HEDLUND

PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT*

DAWN R. HEDLUND

PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe location of residence.)

PUBLIC MAILING ADDRESS (Optional) (Address for which you receive campaign related correspondence, if available.)

N/A

CITY

PARKER

STATE

TX

ZIP

75002

CITY

STATE

ZIP

PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.)

OCCUPATION (Do not leave blank)

CDM ATTORNEY

DATE OF BIRTH

2/2/72

VOTER REGISTRATION VUID NUMBER² (Optional)

TELEPHONE CONTACT INFORMATION (Optional)

Office:

Cell:

Home:

FELONY CONVICTION STATUS (You MUST check one)

LENGTH OF CONTINUOUS RESIDENCE AS OF DATE THIS APPLICATION WAS SWORN

IN THE STATE OF TEXAS

IN TERRITORY/DISTRICT/PRECINCT FROM

WHICH THE OFFICE SOUGHT IS ELECTED

I have not been finally convicted of a felony.

5 year(s)

5 year(s)

I have been finally convicted of a felony, but I have been pardoned or otherwise released from the resulting disabilities of that felony conviction and I have provided proof of this fact with the submission of this application.³

1 month(s)

1 month(s)

*If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan or contain a title, nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Please review sections 52.031, 52.032 and 52.033 of the Texas Election Code regarding the rules for how names may be listed on the official ballot.

Before me, the undersigned authority, on this day personally appeared (name of candidate) DAWN R HEDLUND, who being by me here and now duly sworn, upon oath says:

"I, (name of candidate) DAWN R. HEDLUND, of Collins County, Texas, being a candidate for the office of PARKER CITY COUNCIL, swear that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the constitution and laws of this state. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I am aware that I must disclose any prior felony conviction, and if so convicted, must provide proof that I have been pardoned or otherwise released from the resulting disabilities of any such final felony conviction. I am aware that knowingly providing false information on the application regarding my possible felony conviction status constitutes a Class B misdemeanor. I further swear that the foregoing statements included in my application are in all things true and correct."

X

6/11/2025

SIGNATURE OF CANDIDATE

Sworn to and subscribed before me this the 11th day of JUNE, 2025, by DAWN HEDLUND (name of candidate)

Signature of Officer Authorized to Administer Oath⁴

ANNA JACKSON
NOTARY

Title of Officer Authorized to Administer Oath

Printed Name of Officer Authorized to Administer Oath

ANNA JACKSON

My Notary ID # 133250435
 Expires August 4, 2025

TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE (If applicable) \$0.00

CASH CHECK MONEY ORDER CASHIERS CHECK OR PETITION IN LIEU OF A FILING FEE.

This document and \$ _____ filing fee or a nominating petition of _____ pages received.

Voter Registration Status Verified

(See Section 1.007)

Date Received

Date Accepted

Signature of Filing Officer or Designee

APPLICATION FOR COUNCIL MEMBER APPOINTMENT

PLEASE FILL OUT AND RETURN TO PATTI SCOTT GREY AT
PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

NAME: FRANK G. MERLINO

EMAIL: [REDACTED]

ADDRESS: [REDACTED]

PHONE NO.: [REDACTED]

HOW LONG A PARKER RESIDENT: 7 yrs.

DAYS/HOURS (AM/PM) OF YOUR AVAILABILITY: 5 pm AND AFTER / WEEKENDS TOO

CITY PARTICIPATION/INVOLVEMENT: REVISING LONG TERM PLAN COMMISSION

WHY ARE YOU SEEKING THIS APPOINTMENT TO COUNCIL:

I WOULD LIKE TO HELP THE MAYOR AND COUNCIL WITH THE
MANY ISSUES OUR CITY FACES.

SOLICITUD DE NOMBRAMIENTO DE MIEMBRO DEL CONSEJO

POR FAVOR, COMPLETE Y DEVUÉLVALO A PATTI SCOTT GREY EN
PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

NOMBRE:

CORREO ELECTRÓNICO:

DIRECCIÓN:

TELÉFONO:

DURANTE CUÁNTO TIEMPO RESIDENTE EN PARKER:

DÍAS/HORAS (AM/PM) DE DISPONIBILIDAD:

PARTICIPACIÓN/INVOLUCRACIÓN EN LA CIUDAD:

¿POR QUÉ BUSCA ESTE NOMBRAMIENTO PARA EL CONSEJO?

RECEIVED

JUN 12 2025

BY CITY SECRETARY
CITY OF PARKER

2-26

Prescribed by Secretary of State
 Section 141.031, Chapters 143 and 144, Texas Election Code
 09/2021

APPLICATION FOR A PLACE ON THE BALLOT FOR A GENERAL ELECTION FOR A CITY, SCHOOL DISTRICT OR OTHER POLITICAL SUBDIVISION

ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL¹ Failure to provide required information may result in rejection of application.

APPLICATION FOR A PLACE ON THE			GENERAL ELECTION BALLOT		
TO: City Secretary/Secretary of Board <i>I request that my name be placed on the above-named official ballot as a candidate for the office indicated below.</i>			(name of election)		
OFFICE SOUGHT (Include any place number or other distinguishing number, if any.) DEPARTING CITY COUNCIL BEAT			INDICATE TERM <input type="checkbox"/> FULL <input checked="" type="checkbox"/> UNEXPIRED		
FULL NAME (First, Middle, Last) FRANK G. MELLINO			PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT*		
PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe location of residence.) [REDACTED]			PUBLIC MAILING ADDRESS (Optional) (Address for which you receive campaign related correspondence, if available.)		
CITY PARKER	STATE TX	ZIP 75002	CITY	STATE	ZIP
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.) [REDACTED]	OCCUPATION (Do not leave blank) HUMAN RESOURCES		DATE OF BIRTH 9/26/59	VOTER REGISTRATION VID NUMBER ² (Optional)	
TELEPHONE CONTACT INFORMATION (Optional) Home: [REDACTED] Office: [REDACTED]			ATTORNEY	Cell: [REDACTED]	
FELONY CONVICTION STATUS (You MUST check one)			LENGTH OF CONTINUOUS RESIDENCE AS OF DATE THIS APPLICATION WAS SWORN		
<input checked="" type="checkbox"/> I have not been finally convicted of a felony. <input type="checkbox"/> I have been finally convicted of a felony, but I have been pardoned or otherwise released from the resulting disabilities of that felony conviction and I have provided proof of this fact with the submission of this application. ³			IN THE STATE OF TEXAS 45 year(s) 2 month(s)	IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED 7 year(s) 1 month(s)	
<small>*If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan or contain a title, nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Please review sections 52.031, 52.032 and 52.033 of the Texas Election Code regarding the rules for how names may be listed on the official ballot.</small>					
<p>Before me, the undersigned authority, on this day personally appeared (name of candidate) FRANK MELLINO, who being by me here and now duly sworn, upon oath says:</p> <p>"I, (name of candidate) FRANK MELLINO, of COLLIN County, Texas, being a candidate for the office of CITY COUNCIL, swear that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the constitution and laws of this state. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I am aware that I must disclose any prior felony conviction, and if so convicted, must provide proof that I have been pardoned or otherwise released from the resulting disabilities of any such final felony conviction. I am aware that knowingly providing false information on the application regarding my possible felony conviction status constitutes a Class B misdemeanor. I further swear that the foregoing statements included in my application are in all things true and correct."</p>					
<p>X <i>Frank G. Mellino</i></p> <p>SIGNATURE OF CANDIDATE</p>					
<p>Sworn to and subscribed before me this <u>10th</u> day of <u>JUNE</u>, <u>2025</u>, by <u>FRANK G. MELLINO</u>.</p> <p>(name of candidate)</p>					
<p><i>Anna Jackson</i></p> <p>Signature of Officer Authorized to Administer Oath⁴</p>					
<p><i>NOTARY</i></p> <p>Title of Officer Authorized to Administer Oath</p>					
<p>TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE (If Applicable) PAID BY:</p> <p><input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CASHIERS CHECK OR <input type="checkbox"/> PETITION IN LIEU OF A FILING FEE</p> <p>This document and \$ _____ filing fee or a nominating petition of _____ pages received.</p> <p><input type="checkbox"/> Voter Registration Status Verified</p>					
<p>/ / / / / / / /</p> <p>Date Received</p>			<p>(See Section 1.007)</p> <p>JUN 12 2025</p> <p>Signature of Filing Officer or Designee</p>		
<p>RECEIVED</p> <p>BY CITY SECRETARY</p> <p>CITY OF PARKER</p>					

Frank G. Merlino

Cell: [REDACTED]

Cross functional professional with experience in **Human Resources, Operations and Legal** environments. Successful in building departments and mentoring leaders. Highly developed group dynamic and conflict resolution skills.

Professional Experience

UT Southwestern Medical Center (Two Hospitals, Clinics, Research Labs and Medical School), Dallas, TX, December 12, 2011-present

HR Business Partner, Simmons Comprehensive Cancer Center (Hospital Oncology Units, Clinics, Clinical/Lab Research)

- Recognized by the Office of Development for employee donations to UTSouthwestern
- Conversation Partner, International Office
- Business Resource Group Mentor
- Gold Pin PACT Recipient
- Appointment to UT Systems Employee Advisory Counsel, Vice Chair
- Affinity Group Forum on Employee Health during COVID, Panelist, Feb. 2021
- Men as Allies/Advocates for Women in the Workplace Forum, Panelist, UTSW, July 2021
- Coordinating w/Executive Leadership and Faculty re.: Discipline and Discharge; Grievances; Leadership Development/Retention; Employee Engagement; Workforce Planning and Shaping; Diversity and Inclusion; Merit Compensation; Performance Appraisals/Calibration and Employee Surveys
- Supported all customer bases at UTSW, including all Nobel Laureate Departments and Centers

ThyssenKrupp Elevator

Director – People & Education, Customer Service Center - Managed human resources and training team of 10 and cross-managed upwards of 45 in business unit, reporting to Executive Vice President - coordinated EEOC/DOL responses/mediations/settlements and litigation discovery/settlement.

- "Out of the Box Thinker" Awardee.

American Airlines, DFW Airport, TX

Employee Relations-Arbitration Unit, Counsel - Responsible for grievance resolutions, mediations and investigations as liaison between management and union officials of the Allied Pilots Association, Association of Professional Flight Attendants and Transport Workers.

- Award by Transport Workers Union for ethical collaboration.

University of Dallas, Dallas, TX

Adjunct Professor - Developed and taught the Legal Environment course, a survey of Employment and Labor laws for Human Resources professionals, first of its kind within the university's MBA Program.

Epstein Becker & Green, Castaneda & Bruce, Dallas, TX

Attorney, Labor & Employment - Defended multi-state and international companies from lawsuits by former employees and audits by OFCCP, DOL and EEOC. Practiced before state and federal courts. Admitted to Texas Bar; U.S. District Court, Northern District of Texas; and U.S. Court of Appeals, Fifth Circuit.

Education and Training

JD, Southern Methodist University School of Law, Jurist Doctor, Alumni Scholarship Award, Internship at Presbyterian Hospital of Dallas – Legal Department

BA with Distinction, University of Michigan

Lean Six Sigma Yellow Belt Training, UTSW

Communicating Effectively, Increasing Personal Effectiveness, UTSW

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BY CITY SECRETARY
CITY OF PARKER

Consensus Problem Solving, National Mediation Board
Conflict Resolution, Northwestern University, The Kellogg School of Business
Mediation Training, The Resolution Group
Negotiating Solutions, The Mattford Group
Professional Ethics, Texas Bar Association
Research Assistant, Professor Ellen Pryor, SMU School of Law
Internship at Presbyterian Hospital of Dallas, Legal Department

Professional Publications

Quoted re. Employee defamation lawsuits-Fort Worth Star Telegram
Employment Discrimination & Torts
Quoted re. Legal aspects of civil employee strikes-Irving News
Contributing Editor, State by State Guide to Human Resources Law
Book Review, Texas Bar Journal
Current Developments in Workers' Compensation
Restrictive Covenants in Texas

Public Speaking

Texas Arbitrators' Forum, Texas Political Subdivisions Association, Allstate Insurance, Temple Human Resources Management Association, Greater Dallas Chamber of Commerce, Society of Human Resource Management, Criterion, Inc. and Haimes, Inc.

Community Involvement

President, DFW Healthcare Human Resources Association
Global Outreach Committee, local faith based non-profit
President, Friends & Family of the Plano FFA
Finance Committee, local faith based non-profit
Vice President for Compliance, Preston Meadows Homeowners Association
Southern Methodist University, Informal Courses Program Instructor
Rotary International Group Study Exchange, Brazil
Mock Trial Judge, National Trial Competition
Moot Court Judge, SMU School of Law Competition

Interests

Fiction and Non-fiction publications available on Amazon.com and Barnesandnoble.com
Running - Completed 2009 White Rock Lake Marathon

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JUN 12 2025

BY CITY SECRETARY
CITY OF PARKER

RECEIVED

APPLICATION FOR COUNCIL MEMBER APPOINTMENT

PLEASE FILL OUT AND RETURN TO PATTI SCOTT GREY AT

JUN 12 2025

PGREY@PARKERTEXAS.US by 6/12/2025, 5 PMBY CITY SECRETARY
CITY OF PARKER

NAME: Aubree Marino

EMAIL: [REDACTED]

ADDRESS: [REDACTED]

Parker TX 75002

PHONE NO.: [REDACTED]

HOW LONG A PARKER RESIDENT: 1 Year 10 months

DAYS/HOURS (AM/PM) OF YOUR AVAILABILITY: Mon - 10am-3pm - Tue- Friday- Open

CITY PARTICIPATION/INVOLVEMENT: Parker Womens Club

Previous ran for council

WHY ARE YOU SEEKING THIS APPOINTMENT TO COUNCIL: To Help Council fill an open seat of a very active council member. To Help the City work thru current and future issues.

SOLICITUD DE NOMBRAMIENTO DE MIEMBRO DEL CONSEJO

POR FAVOR, COMPLETE Y DEVUÉLVALO A PATTI SCOTT GREY EN

PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

NOMBRE:

CORREO ELECTRÓNICO:

DIRECCIÓN:

TELÉFONO:

DURANTE CUÁNTO TIEMPO RESIDENTE EN PARKER:

DÍAS/HORAS (AM/PM) DE DISPONIBILIDAD:

PARTICIPACIÓN/INVOLUCRACIÓN EN LA CIUDAD:

¿POR QUÉ BUSCA ESTE NOMBRAMIENTO PARA EL CONSEJO?

2-26

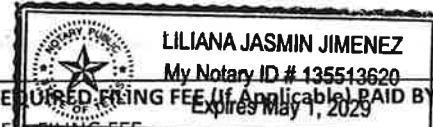
Prescribed by Secretary of State
 Section 141.031, Chapters 143 and 144, Texas Election Code
 09/2021

JUN 12 2025

APPLICATION FOR A PLACE ON THE BALLOT FOR A GENERAL ELECTION

FOR A CITY, SCHOOL DISTRICT OR OTHER POLITICAL SUBDIVISION ~~SECRETARY~~ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL¹ Failure to provide required information may result in rejection of application.

APPLICATION FOR A PLACE ON THE <u>City of Parker</u> GENERAL ELECTION BALLOT					
TO: City Secretary/Secretary of Board <u>(name of election)</u>					
I request that my name be placed on the above-named official ballot as a candidate for the office indicated below.					
OFFICE SOUGHT (Include any place number or other distinguishing number, if any.) <u>Council Member</u>		INDICATE TERM			
<input type="checkbox"/> FULL		<input type="checkbox"/> UNEXPIRED			
FULL NAME (First, Middle, Last) <u>Aubree Nicole Marino</u>		PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT*			
PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe location of residence.) [REDACTED]		PUBLIC MAILING ADDRESS (Optional) (Address for which you receive campaign related correspondence, if available.) [REDACTED]			
CITY <u>Parker</u>	STATE <u>TX</u>	ZIP <u>75002</u>	CITY <u>Parker</u>	STATE <u>TX</u>	ZIP <u>75002</u>
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.) [REDACTED]	OCCUPATION (Do not leave blank) <u>Marketing/rev management</u>		DATE OF BIRTH <u>2/13/1985</u>	VOTER REGISTRATION VUID NUMBER² (Optional)	
TELEPHONE CONTACT INFORMATION (Optional) Home: _____ Office: _____ Cell: _____					
FELONY CONVICTION STATUS (You MUST check one)		LENGTH OF CONTINUOUS RESIDENCE AS OF DATE THIS APPLICATION WAS SWORN			
<input checked="" type="checkbox"/> I have not been finally convicted of a felony.		IN THE STATE OF TEXAS <u>20</u> year(s) ____ month(s)		IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED <u>01</u> year(s) <u>10</u> month(s)	
<input type="checkbox"/> I have been finally convicted of a felony, but I have been pardoned or otherwise released from the resulting disabilities of that felony conviction and I have provided proof of this fact with the submission of this application. ³					
*If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan or contain a title, nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Please review sections 52.031, 52.032 and 52.033 of the Texas Election Code regarding the rules for how names may be listed on the official ballot.					
Before me, the undersigned authority, on this day personally appeared (name of candidate) <u>Aubree Marino</u> , who being by me here and now duly sworn, upon oath says: "I, (name of candidate) <u>Aubree Marino</u> , of <u>Collin</u> County, Texas, being a candidate for the office of <u>Council Member</u> , swear that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the constitution and laws of this state. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I am aware that I must disclose any prior felony conviction, and if so convicted, must provide proof that I have been pardoned or otherwise released from the resulting disabilities of any such final felony conviction. I am aware that knowingly providing false information on the application regarding my possible felony conviction status constitutes a Class B misdemeanor. I further swear that the foregoing statements included in my application are in all things true and correct."					
X <u>Aubree</u> <u>W</u> SIGNATURE OF CANDIDATE					
Sworn to and subscribed before me this the <u>12</u> day of <u>June</u> , <u>2025</u> , by <u>Aubree Marino</u> , (name of candidate).					
<u>Liliana Jimenez</u> Printed Name of Officer Authorized to Administer Oath					
<u>Liliana Jimenez</u> Signature of Officer Authorized to Administer Oath⁴					
<u>Notary</u> Title of Officer Authorized to Administer Oath					
TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE (If Applicable) PAID BY <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CASHIERS CHECK OR <input type="checkbox"/> PETITION IN LIEU OF FILING FEE This document and \$ _____ filing fee or a nominating petition of _____ pages received. <input type="checkbox"/> Voter Registration Status Verified					
<u> </u> / <u> </u>			(See Section 1.007)		
Date Received		Date Accepted		Signature of Filing Officer or Designee	



JUN 12 2025

APPLICATION FOR COUNCIL MEMBER APPOINTMENT BY CITY SECRETARY
CITY OF PARKERPLEASE FILL OUT AND RETURN TO PATTI SCOTT GREY AT
PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

NAME: Marcos Arias

EMAIL: [REDACTED]

ADDRESS: [REDACTED]

PHONE NO.: [REDACTED]

Parker, TX, 75002
HOW LONG A PARKER RESIDENT:

DAYS/HOURS (AM/PM) OF YOUR AVAILABILITY:

CITY PARTICIPATION/INVOLVEMENT: Volunteered at Parker fest twice, been to the
city council meetings more than four times.

WHY ARE YOU SEEKING THIS APPOINTMENT TO COUNCIL:

The city is in need of a police facility and many ways of funding it,There are still more concerns about the wastewater facility.

SOLICITUD DE NOMBRAMIENTO DE MIEMBRO DEL CONSEJO

POR FAVOR, COMPLETE Y DEVUÉLVALO A PATTI SCOTT GREY EN

PGREY@PARKERTEXAS.US by 6/12/2025, 5 PM

NOMBRE:

CORREO ELECTRÓNICO:

DIRECCIÓN:

TELÉFONO:

DURANTE CUÁNTO TIEMPO RESIDENTE EN PARKER:

DÍAS/HORAS (AM/PM) DE DISPONIBILIDAD:

PARTICIPACIÓN/INVOLUCRACIÓN EN LA CIUDAD:

¿POR QUÉ BUSCA ESTE NOMBRAMIENTO PARA EL CONSEJO?

2-26

Prescribed by Secretary of State
 Section 141.031, Chapters 143 and 144, Texas Election Code
 09/2021

JUN 12 2025

BY CITY SECRETARY

CITY OF PARKER

**APPLICATION FOR A PLACE ON THE BALLOT FOR A GENERAL ELECTION
 FOR A CITY, SCHOOL DISTRICT OR OTHER POLITICAL SUBDIVISION**

ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL. Failure to provide required information may result in rejection of application.

APPLICATION FOR A PLACE ON THE 2025 GENERAL ELECTION BALLOT				
TO: City Secretary/Secretary of Board I request that my name be placed on the above-named official ballot as a candidate for the office indicated below.				
OFFICE SOUGHT (Include any place number or other distinguishing number, if any.) <i>Parker City Council</i>	INDICATE TERM <input type="checkbox"/> FULL <input checked="" type="checkbox"/> UNEXPIRED			
FULL NAME (First, Middle, Last) <i>Marcos Arias</i>	PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT* <i>Marcos Arias</i>			
PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe location of residence.) <i>[Redacted]</i>		PUBLIC MAILING ADDRESS (Optional) (Address for which you receive campaign related correspondence, if available.) <i>[Redacted]</i>		
CITY <i>Parker</i>	STATE <i>TX</i>	ZIP <i>75002</i>	CITY <i>[Redacted]</i>	STATE <i>[Redacted]</i>
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.) <i>[Redacted]</i>	OCCUPATION (Do not leave blank) <i>Graphic Designer / Volunteer</i>	DATE OF BIRTH <i>1/30/88</i>	VOTER REGISTRATION VUID NUMBER² (Optional) <i>[Redacted]</i>	
TELEPHONE CONTACT INFORMATION (Optional) Home: _____ Office: _____ Cell: _____				
FELONY CONVICTION STATUS (You MUST check one)		LENGTH OF CONTINUOUS RESIDENCE AS OF DATE THIS APPLICATION WAS SWORN		
<input type="checkbox"/> I have not been finally convicted of a felony. <input type="checkbox"/> I have been finally convicted of a felony, but I have been pardoned or otherwise released from the resulting disabilities of that felony conviction and I have provided proof of this fact with the submission of this application. ³		IN THE STATE OF TEXAS <i>37</i> year(s) <i>[Redacted]</i> month(s)	IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED <i>32</i> year(s) <i>[Redacted]</i> month(s)	
*If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan or contain a title, nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Please review sections 52.031, 52.032 and 52.033 of the Texas Election Code regarding the rules for how names may be listed on the official ballot.				
Before me, the undersigned authority, on this day personally appeared (name of candidate) _____, who being by me here and now duly sworn, upon oath says: "I, (name of candidate) _____, of _____ County, Texas, being a candidate for the office of _____, swear that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the constitution and laws of this state. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I am aware that I must disclose any prior felony conviction, and if so convicted, must provide proof that I have been pardoned or otherwise released from the resulting disabilities of any such final felony conviction. I am aware that knowingly providing false information on the application regarding my possible felony conviction status constitutes a Class B misdemeanor. I further swear that the foregoing statements included in my application are in all things true and correct."				
X _____				
SIGNATURE OF CANDIDATE				
Sworn to and subscribed before me this _____ day of _____, _____, by _____ (day) (month) (year) _____ (name of candidate)				
Signature of Officer Authorized to Administer Oath ⁴		Printed Name of Officer Authorized to Administer Oath		
Title of Officer Authorized to Administer Oath				
TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE (If Applicable) PAID BY: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CASHIERS CHECK OR <input type="checkbox"/> PETITION IN LIEU OF A FILING FEE. This document and \$ _____ filing fee or a nominating petition of _____ pages received. <input type="checkbox"/> Voter Registration Status Verified				
<i>[Redacted]</i> Date Received	<i>[Redacted]</i> Date Accepted	(See Section 1.007) <i>[Redacted]</i> Signature of Filing Officer or Designee		



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	Police Chief Kenneth Price
Estimated Cost:	Date Prepared:	June 11, 2025
Exhibits:	1. <u>Proposed Ordinance</u> 2. <u>PowerPoint</u>	

AGENDA SUBJECT

CONSIDERATION AND ANY APPROPRIATE ACTION OF ORDINANCE NO. 894
REGULATING NOISE WITHIN THE CITY OF PARKER.

SUMMARY

The proposed ordinance was created by the appointed noise committee and staff, using the surrounding cities' ordinances and considering citizen input, the city's legal staff input, and that of other city stakeholders.

POSSIBLE ACTION

The Council may adopt the ordinance as written or direct staff and/or the noise committee to redraft with considerations provided by the Council.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Kenneth Price</i>	Date:	06/12/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/12/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/ xx /2025

ORDINANCE 894
(Noise Ordinance)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING TITLE XIII OF THE PARKER CITY CODE BY ADDING CHAPTER 131, NOISE OFFENSES; AMENDING TITLE IX, CHAPTER 94 OF THE PARKER CITY CODE; PROVIDING FOR PENALTY CLAUSE; PROVIDING FOR REPEALING AND SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker is a type A municipality organized under the Constitution and laws of the State of Texas; and

WHEREAS, the City Council of the City of Parker, Collin County, Texas, (“City Council”) has the authority under Texas Local Government Code Chapter 217 to define and prohibit any nuisance within the limits of the municipality; and

WHEREAS, the City Council has determined that it is in the best interest of the residents and visitors to the city to adopt regulations pertaining to noise.

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

SECTION 1. The recitals of this ordinance are hereby found to be true and correct and are incorporated into the body of this ordinance as if set forth fully herein.

SECTION 2. After deliberation, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety, and welfare of its citizens.

SECTION 3. The City of Parker, Texas Code of Ordinances is hereby amended to add Section 131, Noise Offenses, to Title XIII, General Offenses, as more fully set forth below:

New text is indicated by redline/underline and text being deleted is struck out:

TITLE XIII: General Offenses

Chapter 131: Noise Offenses

Section 131.01 Declaration of Ordinance.

(a) It is hereby declared to be the policy of the City to minimize the exposure to citizens to the

physiological and psychological harm of excessive noise and to protect, promote, and preserve the public health, comfort, convenience, safety, and welfare. It is the express intent of the City Council to control the level of noise in a manner which protects the sleep and repose of citizens; promotes the use, value, and enjoyment of property; and preserves the quality of the environment.

Section 131.02 Definitions and standards.

(a) All technical terminology used in this article, but not defined in this Ordinance, shall be interpreted in conformance with applicable standards prescribed by the American National Standards Institute or its successor publications or bodies.

(b) The following definitions shall apply in the interpretation and enforcement of this Ordinance:

A-weighted sound pressure level: The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read shall be designated dB(A) or dBA.

Authorized emergency vehicle: Fire and Police Department vehicles, public and private ambulances for which permits have been issued by the state board of health, emergency vehicles of municipal departments or public service corporations as are designated or authorized by the governing body of an incorporated City.

Background Sound Level: The sound level of the all-encompassing sound associated with a given environment, being usually a composite of sounds from many sources.

Commercial: shall mean any premises where offices, clinics, kennels, shopping and service establishments or similar retail establishments exist and where the use of less than twenty-five percent of the gross floor area meets the definition of residential premises.

Construction: shall mean any site preparation, assembly, erection, substantial repair, alteration, or similar action.

Daytime Hours: between the hours of 7am to 10pm.

Decibel: Logarithmic unit of measure used in describing the amplitude of sound, denoted as dBA.

Device: Any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

Director: Shall mean the manager of the departments or divisions designated by the City Administrator to enforce and administer this Ordinance.

Emergency work: Work made necessary to restore property to a safe condition following a public calamity, work to restore public utilities, or work required to protect persons or property from an imminent danger.

Motor Vehicle: Any vehicle propelled by mechanical power, such as, but not limited to, any passenger car, truck, truck-trailer, semitrailer, camper, motorcycle, minibike, go-cart, dune buggy, or racing vehicle.

Muffler: Any apparatus consisting of baffles, chambers, or acoustical absorbing material whose primary purpose is to transmit liquids or gases while causing a significant reduction in sound emission.

Person: Any individual, firm, association, partnership, corporation or any other entity, public or private.

Property boundary: An imaginary line at the ground surface and its vertical extension which separates the real property owned or occupied by one person from that owned or occupied by another person.

Public and private projects: Any activity other than the construction or alteration of a single-family dwelling that requires a building permit from the Building Inspection Department.

Public right-of-way: Any street, avenue, boulevard, highway, alley, or similar place, which is owned or controlled by a public governmental entity.

Public service work: Work conducted by a governmental entity in the interest of the community.

Sound: shall mean an oscillation in pressure, stress, particle displacement and particle velocity which induce auditory sensation.

Section 131.03 Method of noise measurement.

- (a) Sound level meter. Whenever portions of this article prohibit sound levels over a certain decibel limit, measurement of said sound levels shall be made with standardized sound meters, using the A-weighting network meeting the standards prescribed by the American National Standards Institute. The instruments shall be maintained in calibration and good working order. Calibration corrections shall be in accordance with manufacturer's recommendations. Measurements recorded shall be taken so as to provide a proper representation of the noise being measured. The microphone shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. Windscreens shall be used whenever appropriate.
- (b) Background sound level measurement. When the sound under investigation can be discontinued, the background sound shall be measured at the same location where the total sound was measured. When the sound under investigation cannot be reasonably discontinued, the background sound may be measured at an alternative location. The alternative location should be as close as feasible to the location of the total sound measurement, but so located that the source under investigation has no effect on the background sound level measurement. The size and distribution of buildings in the vicinity, the local topography, and the traffic at the alternate location should be reasonably similar to the conditions at the location of the total sound level measure.

Section 131.04 Presumptions

- (a) The following acts are presumed to be Noise Nuisances when such acts are done or accomplished or carried on in such a manner, or with such volume, intensity, or with continued duration, so as to unreasonably annoy, distress, or disturb the quiet, comfort, or repose of any person of reasonable nervous sensibilities within any distance specified in this Section 131.04 and/or Section 131.05; endanger or injure the safety or health of humans; interfere with the physical well-being of humans; or endanger or injure personal or real property:
 - (1) Animals: Owning, keeping, possessing, or harboring any domestic animal or animals (including fowl) which, by frequent or habitual noisemaking, unreasonably disturb or interfere with the use, comfort, and repose of neighboring persons.
 - (2) Motor Vehicle exhaust system: Discharging, or permitting to be discharged, into the open air, the exhaust of a Motor Vehicle except through a muffler, or similar device.

which will effectively and efficiently prevent loud and unreasonable noises.

- (3) Motor Vehicle signal device: The continued or frequent sounding of any horn or other signal device on any Motor Vehicle, except as a danger or warning signal.
- (4) Radios, musical instruments, and similar devices: The playing or permitting or causing the playing of any radio, television, phonograph, stereo system, drum, musical instrument, sound amplifier or similar device, whether stationary or located within a Motor Vehicle, which produces, reproduces, or amplifies sound in a manner that unreasonably disturbs or interferes with the peace, comfort, and repose of persons on bounding property, in any dwelling or other type of residence separate from the location of the source of the sound, or, if within a Motor Vehicle, within thirty (30) feet of the Motor Vehicle which is the source of the sound.

(b) The following acts are presumed to be Noise Nuisances when such acts are performed, accomplished, carried out at a time outside of Daytime Hours.

- (1) Building construction: The erection, including excavation, demolition, alteration, or repair, of any building, structure, or appurtenance thereto within any residential district or within 500 feet of any residential structure, except in the case of urgent necessity in the interest of public safety, or otherwise approved by the building official. This restriction shall also apply to the clearing of land prior to future development.
- (2) Street construction: The erection, including excavation, demolition, alteration, or repair, of any street, alley, or appurtenance thereto within any residential district or within 500 feet of any residential structure, except in the case of urgent necessity in the interest of public safety, for which approval shall be obtained from the Director.
- (3) Refuse Compacting Vehicles: Operating or permitting to be operated any refuse compacting, processing, or collection vehicle within any residential district or within 300 feet of any residential structure.
- (4) Loading and unloading operations: The generation of noise from the loading or unloading of trucks or similar large type vehicles (one ton and over); including the opening, closing, or other handling of boxes, crates, containers, building material, or similar operations connected with loading or unloading of such vehicles within any residential district or within 500 feet of any residential structure, except in the case of urgent necessity in the interest of public safety, for which approval shall be obtained from the Director.
- (5) Truck idling: The operation of any engine of any standing motor vehicle with a weight in excess of ten thousand (10,000) pounds manufacturer's Gross Vehicle Weight (GVW) within any residential district or within 500 feet of any residential structure.
- (6) Vehicle repairs or testing: The repairing, rebuilding, modifying, or testing of any Motor Vehicle (including off-road vehicles) or watercraft in such a manner as to cause a Noise Nuisance within any residential district or within 500 feet of any residential structure.

131.05 Offenses.

(a) Noise Nuisance: A person commits an offense by causing or allowing to cause a Noise Nuisance in violation of this ordinance, unless otherwise provided, if the person makes, causes to be made, or allows any noise:

- (1) Such that the sound causes injury, discomfort or distresses, or disturbs the quiet, comfort, or repose of any reasonable person with ordinary sensibilities located at least thirty (30) feet away from the source of the sound:
 - a. located on the receiving property or at the curb line or boundary line of the receiving property, or
 - b. located on property adjacent to the boundary line to the property, which is the source of the sound; or
 - c. located at least thirty (30) feet, or more, from where the source of the sound is generated, if in a space accessible to the public or a public right-of-way; or
- (2) Such sound is plainly audible by any peace officer or other enforcement agent located at least thirty (30) feet away from the source of the sound:
 - a. located on the receiving property or at the curb line or boundary line of the receiving property, or
 - b. located on property adjacent to the boundary line to the property, which is the source of the sound, or
 - c. located at least thirty (30) feet, or more, from where the source of the sound is generated, if in a space accessible to the public or a public right-of-way; or
- (3) Which exceeds the maximum permissible sound levels identified in the *Maximum Permissible Sound Levels* section.

131.06 Exemptions.

(a) It shall be an affirmative defense to prosecution under this Chapter that the sound forming the basis of the complaint was the result of one of the following:

- (1) The emission of sound for the purpose of alerting persons to an emergency.
- (2) The sound was produced by an authorized emergency vehicle.
- (3) The sound was produced by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger following fire, accident, or natural disaster.

- (4) The sound generated by spectators and participants of any outdoor event, race, festival, or concert that was sponsored, or co-sponsored by the city.
- (5) The sound generated in the discharge of a fireworks display permitted by the city.
- (6) The sound generated by any governmental body in the performance of a governmental function.
- (7) The sound generated by the normal maintenance of property provided the activities take place during Daytime Hours.
- (8) The sound was produced by the operation of properly maintained residential-type air conditioning, ventilating, heating devices, or pool equipment.
- (9) The sound was produced by a residential generator used in a testing period during Daytime Hours or during a power outage and/or an emergency event. Sound produced by generators used in place of a permanent electrical connection is not exempt from the provisions of this ordinance.

131.07 Maximum permissible sound levels.

The following noise standards, unless otherwise specifically indicated, shall apply to all property and when such noise level exceed the designated Decibel Sound Levels during the time specified, such noise level shall be presumed unreasonable:

Noise Standards

<u>Noise Standard</u>	<u>Time of Day</u>	<u>Decibel Levels</u>
<u>Within City Limits</u>	<u>Daytime Hours: 7:00 a.m. to 10:00 p.m.</u> <u>Non-Daytime Hours: 10:00 p.m. to 7:00 a.m.</u>	<u>65 dB(A)</u> <u>58 dB(A)</u>

Measurements may be taken at a point on adjacent private property or on an adjacent public right-of-way at or near the boundary line of the property where the noise is generated.

131.08 Penalty for violations.

Any person, firm, or corporation who is found to have violated any provision of this ordinance is guilty of a misdemeanor and, upon conviction, is punishable by a fine not to exceed the sum of Two Thousand and No/100 Dollars (\$2,000.00), for violations of public health, for each offense. Each day that the

violation occurs shall be considered a separate offense.

SECTION 4. The City of Parker, Texas Code of Ordinances Chapter 94.04 (K) is hereby amended to read as follows:

TITLE IX. GENERAL REGULATIONS

CHAPTER 94: HEALTH AND SANITATION; NUISANCES

(K) ~~The act of allowing or permitting on any premises owned or controlled by such person the emission of music, sound or other noise in a continuous, or for extended periods of time, in such a manner as to disturb persons living in the vicinity of the premises. It shall be presumed to be a violation of this subchapter if the continuous or extended periods of time produce sound or other noise at the property line of such property in excess of:~~

- ~~(1) Seventy five decibels, between the hours of 6:00 a.m. to 11:00 p.m.~~
- ~~(2) Sixty five decibels, between the hours of 11:00 p.m. and midnight.~~
- ~~(3) Fifty five decibels, between the hours of midnight and 1:00 a.m.~~
- ~~(4) Forty five decibels, between the hours of 1:00 a.m. and 6:00 a.m.~~

Intentionally omitted.

(L) ~~The act of creating, maintaining, or allowing on premises owned by, or subject to a person's control:~~

~~(1) The continuous, or for extended periods of time in such a manner as to disturb persons living in the vicinity of the premises, operation of motors, or the running or driving of motorized units, including, but not limited to, all terrain vehicles of either 3 or 4 wheels, motorcycles, go carts, golf carts, cars, trucks, or any other form of motorized or self propelled vehicle. It shall be presumed to be a violation of this subchapter if those continuous or extended periods of operation, either with an individual motorized unit, or in the aggregate with other motorized units at the same time, produce a noise or sound at the property line of the property as follows: 75 decibels between the hours of 6:00 a.m. and 11:00 p.m., or 65 decibels between the hours of 11:00 p.m. and 6:00 a.m.;~~

~~(2) The act of operating a motorized unit(s) so as to produce dust, dirt, or other airborne particles, which individually or in the aggregate with other motorized units at the same time substantially interfere with the comfortable enjoyment of adjacent properties;~~

~~(3) The act of operating a motorized unit(s) described above, either individually or in the aggregate with other motorized units at the same time, so as to pollute the air at the property line with noxious or offensive odors, gases, smoke, or vapors, or which produce material discomfort and annoyance to those residing in the vicinity, or which injure their health or property; or~~

~~(4) Any combination of noise, dust, and pollution emanating from a property as the result of operation of 1 or more motorized units shall also constitute a nuisance if these factors are present on a~~

~~continuous basis, or for extended periods of time, causing material discomfort and annoyance to those residing in the vicinity, or which injures their health or property.~~

Intentionally omitted.

SECTION 5. The provisions of Chapter 131 and the amendments of Chapter 94 set forth herein shall be published as appropriate in the Parker City Code as soon as practicable.

SECTION 6. All provisions of the ordinances of the City of Parker in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance, as amended hereby, be adjudged, or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 8. This ordinance shall take effect following its passage immediately from and after its the publication requirement of Texas Local Government Code Section 52.011 is satisfied.

INTRODUCED, PASSED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ON THIS THE 17TH DAY OF JUNE, 2025.

CITY OF PARKER, TEXAS:

Lee Pettle, MAYOR

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

Catherine Clifton, Interim City Attorney



Noise Ordinance

Prepared By:

Ralph Burdick

Patrol Sergeant

Email rburdick@parkertexas.us

Phone: (972) 442-0333 | Fax: (972) 429-7013

PARKER POLICE DEPARTMENT

5700 E. Parker Road, Parker, TX 75002

Committee Goal

The noise committee's goal was to create a fair and equitable city ordinance that would improve and protect the quality of life of the citizens of Parker and stakeholders.

How did the committee create the new ordinance?

- The group looked at the ordinances of cities in the area.
- Worked with the city attorney and prosecuting attorney prior to, during, and after the completion of the proposed draft of the ordinance.
- Used the City of Garland's and Allen's ordinances as a template for the new ordinance.
- Invited Southfork Ranch and Crosscreek Ranch to be present during meetings

Decibel Trends Found With Other Cities

City	Daytime dB	Nighttime dB
Allen	65dB(A)	58 dB(A)
Austin	75dB(C)	Plainly Audible
Garland	55-65dB(A)	50-60dB(A)
McKinney	65dB(A)	58 dB(A)
Murphy	60dB(A)	50 dB(A)
Parker	Current 75dB	Current 65, 60, 45dB
Plano	65dB or 10 above bg	55dB
San Antonio	63dB	63dB

Daytime Hours

City	Daytime
Allen	7am to 10pm
Austin	10am to 10pm
Fairview	7am to 10pm
Frisco	7am to 10pm
Garland	7am to 10pm
Lucas	7am to 7pm
McKinney	6am to 9pm
Murphy	7am to 9pm
Parker	6am to 11pm (Current)
Plano	7am to 10pm
Sasche	7am to 9pm
San Antonio	6am to 10pm
Wylie	7am to 7pm

Noise violation by a reasonable person standard

- Dallas
- Allen
- Austin
- Fairview
- Garland
- Lucas
- Mckinney
- Murphy
- Richardson
- Sachse
- San Antonio
- Wylie

Benefits



- Allows for a quicker response time for neighborhood complaints
- Provides the ability to decrease loud and excessive noise in various situations.
- Simplifies the current ordinance with one separate decibel level for nighttime and daytime hours.
- Meets the needs of the city as it continues to grow and the population becomes more dense

So What's New

- **New decibel reading of 65 daytime and 58 nighttime**
- **List of presumptive noise nuisances**
- **Better establishes noise meter usage**
- **Gives Officers the ability to enforce the noise ordinance without a sound meter**
- **Gives set nighttime hours**
- **Gives a set list of exemptions**

No commercial sound ordinance



- The two commercial venues are surrounded by residences.
- There are currently no commercially zoned areas in the City of Parker that have businesses built on the property.
- The noise that the current business creates can only affect residential areas and has no effect on other businesses.

I would like to thank the following people for working to create the noise ordinance

- Roxanne Bogdan
- Billy Barron
- Rick Debus
- Randy Kercho
- Laura Mawhinney



Thank you

Sgt. Ralph Burdick
(469) 512-2281
Rburdick@parkertexas.us

Questions?



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 Mayor Pettle
Estimated Cost:	Date Prepared:	June 11, 2025
Exhibits:	<u>PowerPoint</u>	

AGENDA SUBJECT

RECEIVE PARKS AND RECREATION PRESENTATION AND GIVE P&R COMMISSION DIRECTION.

SUMMAR

Please review information provided and be prepared to discuss.

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:	06/12/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13 /2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/ xx /2025



What We Do: Beautification





Junior Girl Scout Troop 2171 Pollinator Garden Project

COTTON GIN

William C. Parker, namesake of the community, was farmer and successful businessman who owned a gristmill and cotton gin. The cotton gin was first operated by mule power and later by steam engine fueled by wood and coal. After World War II farmers began to move to cities to work and cotton production declined. The gin in Parker fell silent. Today all that remains of the Parker Gin is part of the original foundation.



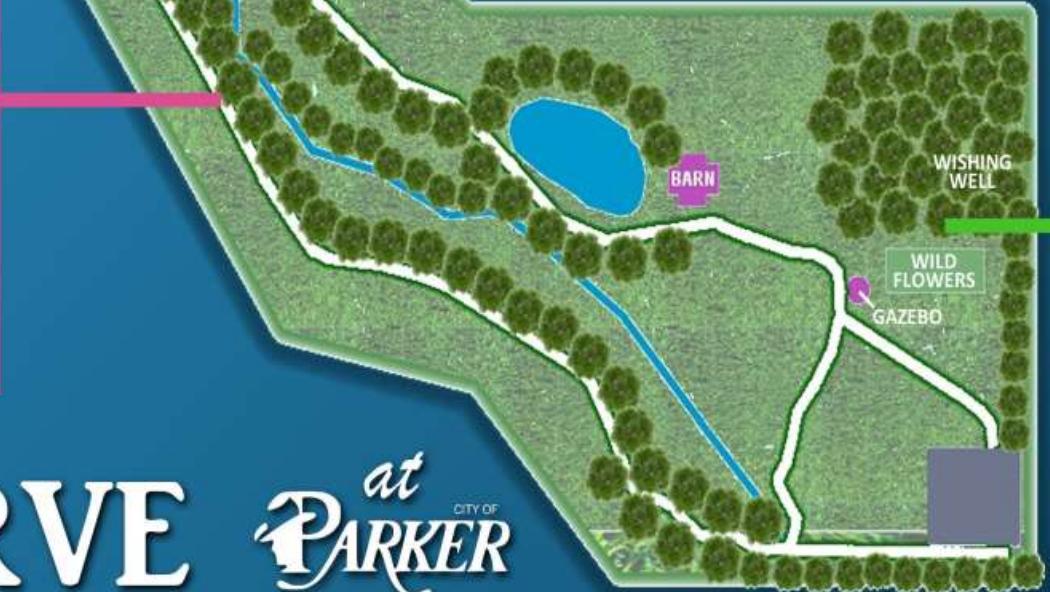
WALKING TRAIL

The Nature Trail winds through the Preserve in a long loop. Perfect for jogging or strolling, the Trail is about 4,250 feet, or 0.8 miles. Some stretches are crushed granite, other portions are concrete. In rainy weather, the ground to either side of the Trail can become muddy, but the Trail remains largely navigable. The path is particularly pleasant as you wander beneath the trees and near Maxwell Creek or the lake.

THE PRESERVE *at* **PARKER**
CITY OF PARKER

MAXWELL CREEK

Maxwell Creek stretches from just north of Parker Road, southward through the Preserve into Murphy, and east to a pond near Wylie. It was once much larger, with water supplied by the surrounding grasslands and scattered mini-forests. There was significant water flowing down the Creek to supply power for a gristmill that supplied flour and cornmeal from the grain raised there. Today the Creek has an elevation of 476 feet, is subject to flooding, and is a sleepy, attractive home for fish, waterfowl, and dragonflies.



ENV

Meeting Date: 06/17/2025 Item 5.

The Preserve is in a geographic area termed "The Blackland Prairie". At one time this whole area was part of the sea. The soil is "Houston clay", a Rendzina soil with gray/black surface layers of organic matter overlaying soft, lighter layers of marl, chalk, and soft limestone. Almost the entire Preserve lies in the flood plain of Maxwell Creek, and the normal annual rainfall is 30-40 inches. You are likely to see many kinds of wildlife in the Preserve: ducks and many other bird species; bobcats, coyotes, opossum, rabbits, raccoons, skunks and squirrels.

LANDMARKS

If you wander the Preserve, you'll find a number of features along the way that lend beauty and character to the parkland.

The Barn is a landmark worth looking at, though it is in disrepair. For reasons of safety, visitors are no longer allowed to enter it, but you can still appreciate its' historic beauty from your vantage point along the lake or the Nature Trail.

The Wishing Well is tucked away in the trees north of the Gazebo. The mouth of the well is sealed, so save your coins, but it is still a fun place to visit and take a seat nearby.

The Wildflower Garden is a beautiful work in progress just south of the trees. Be careful not to tread the garden under foot, but stroll by and see what flowers may be coming up this month.

The Gazebo is open to all. It is a welcome spot for relief from the sun in summer months, to rest for lunch and conversation, or just to enjoy the view.

What We Do:

Events



★
GREAT AMERICAN
CLEANUP!
★ Keep Parker Beautiful ★

1500+ attendees
20+ vendors
Music & food
Crafts & games
Petting zoo
Car show





What We Do: Projects



Parkerfest: \$15,000 annually

Holiday Lighting



\$4500 one-time + \$900 storage



Gazebo: \$50K - \$90K

Parker Pavilion

Meeting Date: 06/17/2025 Item 5.



PAVILION

Parker Police Department

REST
ROOMS

Parker Pavilion

Pavilion: \$140K

Restrooms: \$90K

Other: \$20K

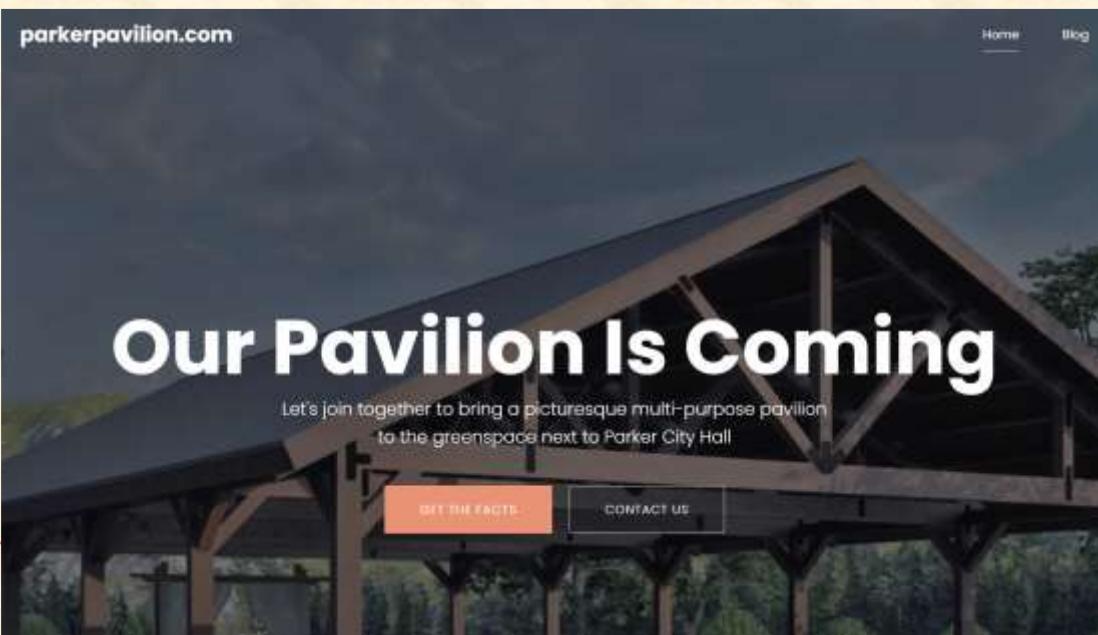
Total: **\$250K**

50% grant, 50% other



- 2025: Promote, public input, seek sponsorship
- Early 2026: Decide to proceed, grant application
- Late 2026: Grant approved, or reconsider
- Early 2027: Break ground
- Mid-late 2027: Project completion

parkerpavilion.com



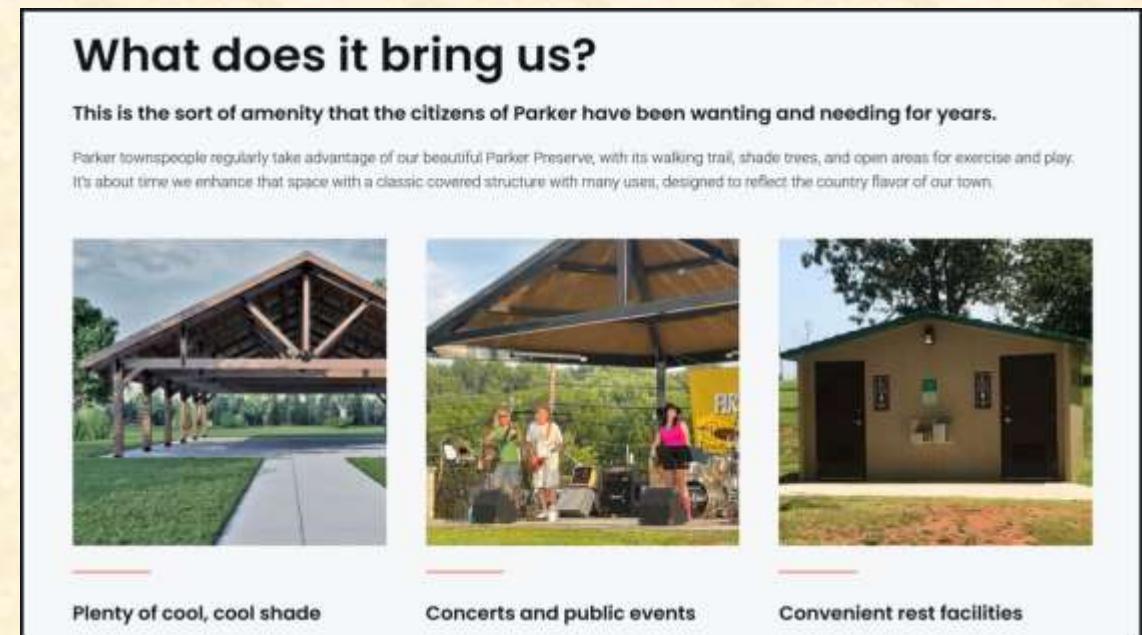
Our Pavilion Is Coming

Let's join together to bring a picturesque multi-purpose pavilion to the greenspace next to Parker City Hall.

GET THE FACTS CONTACT US

What does it bring us?

This is the sort of amenity that the citizens of Parker have been wanting and needing for years. Parker townspeople regularly take advantage of our beautiful Parker Preserve, with its walking trail, shade trees, and open areas for exercise and play. It's about time we enhance that space with a classic covered structure with many uses, designed to reflect the country flavor of our town.



Plenty of cool, cool shade

Concerts and public events

Convenient rest facilities

Account Number	Account Description	Itemized Amount	Actual	Actual	FY2022-23	FY2023-24
			FY2020-21	FY2021-22		
PARKS FUND REVENUES						
29-000-4900	Donations		750	15,000	10,339	5,000
29-000-4912	Other Income		-	105	420	-
29-000-5001	Transfer from General Fund		5,000	2,500	2,500	12,500
Total Revenues - Parks Fund			5,750	17,605	13,259	17,500
PARKS FUND EXPENDITURES						
	Supplies (items under \$5,000)					
29-320-8103	Food				300	
29-320-8107	Minor Tools & Equipment				-	
	Total Supplies				300	
	Maintenance					
29-320-8405	Land Maintenance					
	Total Maintenance				,000	
	Services/Sundry					
29-320-8604	Associations					
29-320-8622	Special Events				200	
	Total Services/Sundry				2,000	
	Capital (items over \$5,000)					
29-320-8904	Machines, Tools & Implements					
	Supplemental					
	Portable Modular Stage					
	Public Address Sound Equipment					
			10,000			
			20,000			
			30,000			
	Total Capital					
Total Expenditures - Parks Fund			2,175	5,297	12,950	17,
Total Parks Fund Surplus/(Deficit)			3,575	12,308	309	-

Meeting Date: 06/17/2025 Item 5.

Supplemental Portable Modular Stage Public Address Sound Equipment



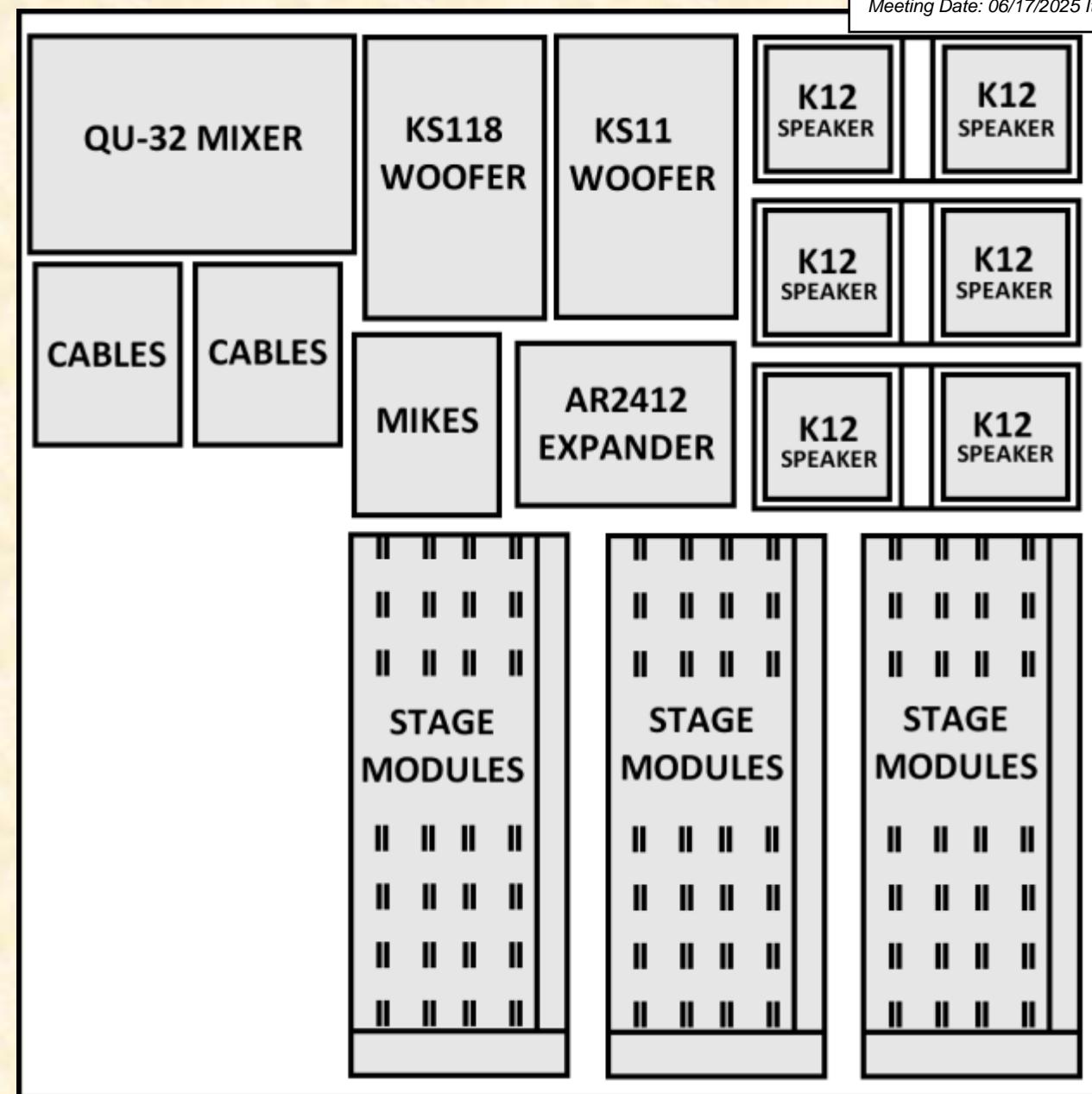
**City of Allen now loans
us a superior stage**

**Not enough storage at
City Hall**

**Rental storage cost
offsets the savings we
intended to reap**

Storage Needs

- About 75 sqft
- Climate controlled
- 10'x10' at \$75/month
- \$900 per year
- Wait for onsite space



Any questions or comments?

- Wildflowers
- Parkerfest
- Holiday Lights
- Gazebo
- Pavilion



THANK YOU!





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:	December 6, 2024
Exhibits:	Proposed Resolution Resolution No. 2023-728, 745, 751, 772, 2024-777, 786, 797 Application(s) – Billy Barron and Sarah Sharpe Reminder Alt. 1 - Richard Pratt's resignation, dated 2024 1101 Alt. 2 -Wendy Clark's resignation, dated 2024 1017 Alt. 4 – Vicki Pilgrim's resignation, dated 2024 1031 Attendance Record	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-825 MAKING APPOINTMENTS TO THE TO THE PARKS AND RECREATION (P&R) COMMISSION. (TWO NEW APPLICANTS: BILLY BARRON AND SARAH SHARPE)

SUMMARY

City Staff received resignation(s) from the following:

Resignation - Member	Position	Term	
Richard Pratt	Alternate One	Nov. 2024	Resignation
Wendy Clark	Alternate Two	Nov. 2024	Resignation
Vicki Pilgrim	Alternate Four	Nov. 2024	Resignation

The following Parks and Recreation (P&R) Commission members, whose term(s) expire November 30th, expressed a desire to continue to serve on P&R in their current positions:

Member	Position	Term Expiration	
Pier Burgess	Place Two; Voting - Secretary	Nov. 2024	Would like to continue
Frank DaCosta	Place Four; Voting - Chair	Nov. 2024	Would like to continue
Shauna Warmbrodt	Alternate Three	Nov. 2024	Would like to continue

Remaining Members:

Member	Position	Term Expiration	
Cherie Ware	Place One; Voting	Nov. 2025	Would like to continue
Cyndy Lane	Place Three; Voting – Vice Chair	Nov. 2025	Would like to continue
Donna DaCosta	Place Five; Voting	Nov. 2025	Would like to continue

In December of 2024, P&R Commission Chair Frank DaCosta had no concerns with current members and recommended no changes at that time. Mr. DaCosta understands, as does all P&R Commissioners serving, any and all appointments are at the pleasure of the Council. P&R Commission Chair Frank DaCosta said he is open to P&R Chair passing to

another commissioner if someone is willing and Council so desires. We have now receive two (2) application which have been provided to Council for review and possible appointment.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use-;			
Approved by:	Enter Text Here		
Department Head/ Requestor:		Date:	
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/xx/2025

RESOLUTION NO. 2025-825
(2025 Parks and Recreation Commission Appointments)

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

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

WHEREAS, Alternates One, Two, and Four are vacant; and

WHEREAS, the alternative members appointed herein shall begin service immediately and serve according to the Parks and Recreation Commission Ordinance.

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

SECTION 1. Appointment of Alternate Member with term expiring November 30, 2026

The following are hereby appointed to serve on the Zoning Board of Adjustment as alternate members for a two-year term, expiring November 30, 2026, or until their successors are appointed and qualified.

CURRENT

Vacant	Alternate 1	_____
Vacant	Alternate 2	_____
Vacant	Alternate 4	_____

SECTION 2. Effective Date

This Resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 17th day of June, 2025.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney

RESOLUTION NO. 2023-728
(2023 Parks and Rec Officer Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING PARKS AND RECREATION COMMISSION OFFICERS FROM AMONG THE MEMBERS.

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

WHEREAS, the Parks and Recreation Commission recommended that member Frank DaCosta serve as the Parks and Recreation Commission Chair; and

WHEREAS, the Parks and Recreation Commission recommended that member Lee Anne Turrentine serve as the Parks and Recreation Commission Vice Chair; and

WHEREAS, the Parks and Recreation Commission recommended that member Pier Burgess serve as the Parks and Recreation Commission Secretary; and

WHEREAS, the Parks and Recreation Commission recommended that member Donna DaCosta serve as the Parks and Recreation Commission Treasurer;

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

SECTION 1. Appointment of Officers with terms expiring November 30, 2023

The officers of the Park and Recreation Commission shall include a Chairperson, Vice-chairperson, Secretary, and Treasurer. The following people are hereby appointed to serve as the respective officer indicated below for a one-year term, expiring November 30, 2023, unless otherwise designated by Council:

Chairperson	<u>Frank DaCosta</u>
Vice-Chairperson	<u>Lee Ann Turrentine</u>
Secretary	<u>Pier Burgess</u>
Treasurer	<u>Donna DaCosta</u>

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

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



ATTEST:



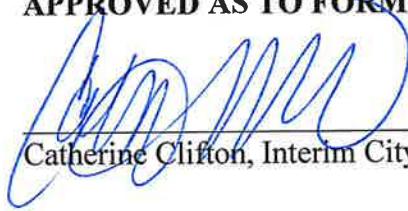
Patti Scott Grey, City Secretary

CITY OF PARKER:



Lee Pettle, Mayor

APPROVED AS TO FORM:



Catherine Clifton, Interim City Attorney

RESOLUTION NO. 2023-745
(Parks and Rec Appointment)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING A MEMBER TO SERVE ON THE PARKS AND RECREATION COMMISSION VOTING MEMBER PLACE 1

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

WHEREAS, Kimberly Hinshaw, Voting Member Place 1 with a term expiring November 30, 2023, has resigned creating a vacancy for Place 1 for the remainder of the term; and

WHEREAS, Place 5 Alternate, Cherie Ware, with a term expiring November 30, 2023, is interested in appointment to Voting Member Place 1 to fill the vacancy for the remainder of the term.

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

SECTION 1. Appointment of Voting Member with term expiring November 30, 2023:

The following is hereby appointed to serve on the Parks and Recreation Commission as a voting member for the remainder of a two-year term, expiring November 30, 2023, or until their successor is appointed and qualified.

Place 1 Cherie Ware

SECTION 2. Alternate Member Vacancy:

The following Alternate Member position is vacant as of the effective date of this Resolution.

Alt 1 Vacant

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 18th day of July 2023.

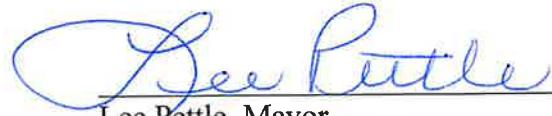


ATTEST:



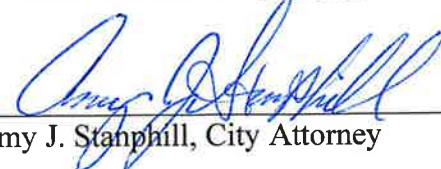
Patti Scott Grey, City Secretary

CITY OF PARKER:



Lee Pettle, Mayor

APPROVED AS TO FORM:



Amy J. Stanphill, City Attorney

RESOLUTION NO. 2023-751
(Parks and Rec Appointment)

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

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

WHEREAS, a vacancy currently exists for the Alternate One (1) position on the Parks and Recreation Commission expiring November 30, 2023; and

WHEREAS, the alternate member appointed herein shall begin service immediately and serve in the Alternate One (1) position according to the Parks and Recreation Commission Ordinance through November 30, 2023.

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

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

The following is hereby appointed to serve on the Parks and Recreation Commission as an Alternate Member for a two-year term, expiring November 30, 2023:

Alternate 1 Richard Pratt

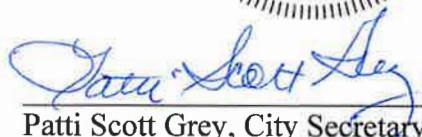
SECTION 2. Effective Date

This resolution shall be effective upon its passage.

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



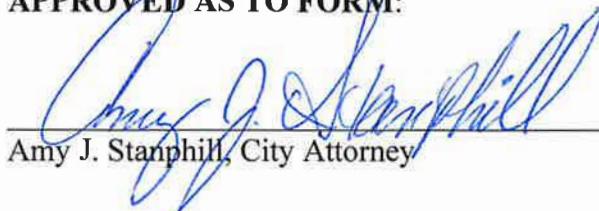
ATTEST:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettle, Mayor

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney



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Richard Pratt
6404 Northridge Parkway
Parker, TX 75502

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

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

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

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

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

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

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

Current

Cherie Ware	Place 1	Cherie Ware
Vacant	Place 3	Cyndy Lane
Donna DaCosta	Place 5	Donna DaCosta

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

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

Current

Richard Pratt	Alt 1	Richard Pratt
Vacant	Alt 2	Vacant
Vacant	Alt 3	Vacant
Cyndy Lane	Alt 4	Vacant

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

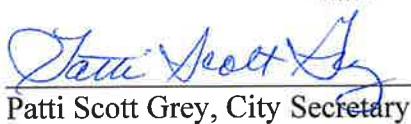
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the **14TH DAY OF NOVEMBER 2023**.

CITY OF PARKER:

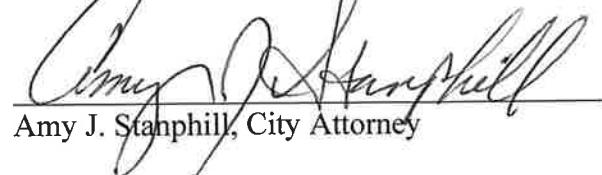



Lee Pettle, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney

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

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

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

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

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

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

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

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

Alternate 2 Wendy Clark

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

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



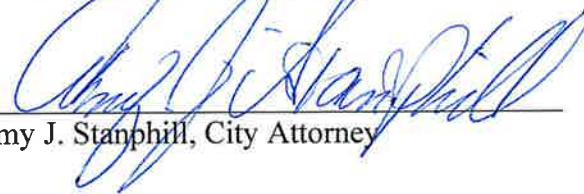
ATTEST:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettle, Mayor

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney



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Wendy Clark
6000 Gregory Lane
Parker, TX 75002-6712

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

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

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

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

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

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

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

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

Alternate 3 Shauna Warmbrodt

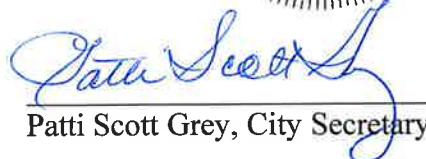
SECTION 2. Effective Date

This resolution shall be effective upon its passage.

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



ATTEST:

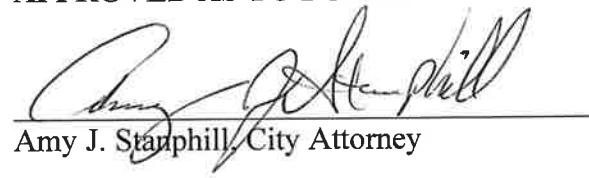

Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettle

Lee Pettle, Mayor

APPROVED AS TO FORM:


Amy J. Stanphill

Amy J. Stanphill, City Attorney

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

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

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

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

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

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

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

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

Alternate 4 Vicki Pilgrim

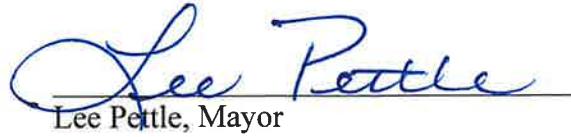
SECTION 2. Effective Date

This resolution shall be effective upon its passage.

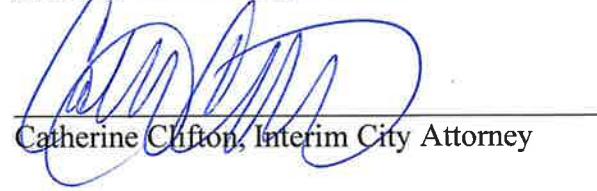
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 4th day of June 2024.

CITY OF PARKER:




Lee Pettle

APPROVED AS TO FORM:


Catherine Clifton, Interim City Attorney

ATTEST:


Patti Scott Grey

Patti Scott Grey, City Secretary



Meeting Date: 06/17/2025 Item 6.

JUN 06 2025

BY CITY SECRETARY
ON CITY OF PARKER

All applications are date stamped at the time submitted. Applications will be kept on file with the City Secretary for a period of 12 months.

Please read Resolution No. 2021-658 beginning on page 3 carefully regarding the appointment process.

All questions are to be directed to City Secretary Patti Scott Grey at 972-442-6811 or by email at pgrey@parkertexas.us .

Please complete thoroughly and print legibly in ink or type.

Please write a "1", "2", and "3" for your order of preference below:

Planning and Zoning Commission

Zoning Board of Adjustment

Parks and Recreation Commission

Please answer the following questions:

Name: Billy Barron

Phone: [REDACTED]

Home Address:

Spouse's Name (Optional):

Email Address:

Best Method to Contact You: Text/Email

Resident of Parker for 12 Years Are you a registered voter?: Yes

Residency requirements: 12 months residing in the City of Parker.

Are you related to any City employee and/or City Councilmember? YES NO

If yes please provide name and position:

Occupation: CFO

Education: MS of Computer Science, Univ of North Texas

Work Experience Applicable to the City Boards or Commissions to which you are applying:

Open Access This article is licensed under a Creative Commons Attribution 4.0 International License. The use, distribution and reproduction in other forms is permitted, provided the original author(s) and the copyright owner(s) are credited. The original article can be found at <https://doi.org/10.1186/s13643-023-02070-0>.

Special Knowledge or Experience Applicable to the City Boards/Commissions to which the Member is Appointed

JUN 06 2025

BY CITY SECRETARY

CITY OF PARKER

Previous Volunteer Experience (Religious, Civic, Youth, etc.):

Former Chair of Park Parks and Recreation, Current Collin County Master Gardener, Board Member/Treasurer of

Brooks Farm Estates HOA.

Have you attended any meetings of the board/commission for which you have applied? Yes _____

Please tell us briefly why you wish to serve as a volunteer and how your past business and/or work experience qualifies you:

Mayor Pettle and P&R Chair Frank DaCosta both asked me to return as they think my past experience would be helpful now. I know what the position involves.

A resume may be attached if you wish to provide more information.

In the event that I am placed as a volunteer with the City of Parker, I understand that I will be required to comply with all the City's rules, policies and regulations. I fully understand that if my services are no longer needed, or my performance is not acceptable, for any reason, the City of Parker has the right to terminate my appointment at any time, with or without notice.

Signature: Sally Garrison Date: 5/7/2025

Please return to City of Parker, City Secretary, 5700 E. Parker Road, Parker, Texas 75002, Fax 972-442-2894 or Email pgrey@parkertexas.us

NOTE: Information on this application is subject to the Texas Public Information Act.

Individuals appointed to serve on a board/commission/committee will be required to complete two hours of training relative to the Texas Open Meetings Act and Public Information Act.

RECEIVED

JUN 06 2025

RESOLUTION No. 2021-658
(Boards and Commissions Membership Selection)
(Repealing Res. 2019-598)

BY CITY SECRETARY
 CITY OF PARKER

**A RESOLUTION DEFINING A SELECTION PROCESS FOR
 APPOINTEES TO BOARDS AND COMMISSIONS OF THE CITY OF
 PARKER, COLLIN COUNTY, TEXAS.**

WHEREAS, the City Council of the City of Parker, Collin County, Texas desires to expand the involvement of residents of the City of Parker on the boards and commissions appointed by the City Council.

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

SECTION 1. Candidate Pool. The Parker City Council will seek to appoint the best qualified candidate to each of the boards and commissions of the City. Candidates may be considered from:

1. Existing Board and Commission Alternates who are interested in becoming voting board or commission members on which they serve as an alternate,
2. Members of other boards or commissions who are interested in transferring to the open board or commission
3. Recent board or commission applicants
4. Citizens of Parker who are not yet on a board or commission,

SECTION 2. Simultaneous Membership Prohibition. In order to promote diverse membership among the boards and commissions, no individual resident shall serve on more than one board or commission simultaneously, unless no other qualified candidates are available. If no qualified candidates are immediately available, the City will seek new applicants, through website notifications, announcements at Council meetings, discussions with Board and Commission chairpersons, and through requests of citizens. If, after 30 days of searching, no qualified candidates are available, then an individual who is already serving on one Board or Commission may be appointed to another Board or Commission, with the preferred appointment as an alternate member. However, no one individual shall serve simultaneously as a member on both Planning and Zoning Commission and Zoning Board of Adjustments.

SECTION 3. Qualification Process.

- 1) City Staff will check candidates for basic qualifications such as; residency, other Board membership in Parker, etc.
- 2) Staff will present qualified candidates to each Board if requested, and to Council.
- 3) The Council will review the recommendations and may select Applicants for interviews. Interviews for the Zoning Board of Adjustments may be held either in open or executive session. All other interviews will be in open session.

RECEIVED

SECTION 4. Officer Appointment Process. Officers of Boards and Commissions shall be appointed by nomination and majority vote by board or commission members appointed by City Council.

BY CITY SECRETARY

CITY OF PARKER

SECTION 5. Each Board and Commission shall determine an attendance meeting policy for members and notify the City Council of said policy.

SECTION 6. The Home Rule Charter Commission ("HRCC") or any future Home Rule Charter Review Committee ("HRCRC") shall be considered exempt from the requirements and restrictions of this Resolution. Membership criteria and selection of members to the HRCC or HRCRC shall be determined by the City Council.

SECTION 7. This resolution is effective upon its passage. Resolution 2019-598 is repealed and restated by this resolution.

APPROVED AND ADOPTED this 19th day of January, 2021.

ATTESTED

Patti Scott Grey


Lee Pettle, Mayor

APPROVED AS TO FORM:


Brandon Shelby, City Attorney

Patti Grey

From: Billy Barron <billyb@gmail.com>
Sent: Wednesday, May 7, 2025 2:53 PM
To: Patti Grey
Subject: P&R Application
Attachments: 2021 BOARD OR COMMISSION APPLICATION - PandZ ZBA PandR.pdf

Hi Patti,

Lee and Frank badgered me into reapplying. 😊

Thanks,

Billy



RECEIVED

MAY 29 2025

BOARD OR COMMISSION APPLICATION

**CITY SECRETARY
CITY OF PARKER**

All applications are date stamped at the time submitted. Applications will be kept on file with the City Secretary for a period of 12 months.

Please read Resolution No. 2021-658 beginning on page 3 carefully regarding the appointment process.

All questions are to be directed to City Secretary Patti Scott Gray at 972-442-6811 or by email at pgrey@parkertexas.us .

Please complete thoroughly and print legibly in ink or type.

Please write a "1", "2", and "3" for your order of preference below:

Planning and Zoning Commission	Zoning Board of Adjustment	Parks and Recreation Commission
<hr/>	<hr/>	<hr/>

Please answer the following questions:

Name: Sarah Sharpe **Phone:** [REDACTED]

Home Address: [REDACTED] **Spouse's Name (Optional):** Darrel Sharpe

Email Address: [REDACTED] **Best Method to Contact You:** Text Message

Resident of Parker for 6 **Years** **Are you a registered voter?:** Yes

Residency requirements: 12 months residing in the City of Parker.

Are you related to any City employee and/or City Councilmember? YES NO
If yes please provide name and position: Darrel Sharpe

Occupation: Project Manager at Alkami Technology

Education: BS Computer Science

Work Experience Applicable to the City Boards or Commissions to which you are applying:

My experience as a project manager has given me the skills to plan, coordinate, and execute complex initiatives, making me well-equipped to support the goals of the Parks and Recreation Commission.

Special Knowledge or Experience Applicable to the City Boards/Commissions to which you are applying:

My regular use of parks and bicycle trails has given me a good understanding of how these spaces serve our community, which I believe makes me a well-qualified candidate for the Parks and Recreation Commission.

Previous Volunteer Experience (Religious, Civic, Youth, etc.):

MAY 29 2025

- Faith Formation Teacher at St. Mark Catholic Church, Plano (2012-2017)
- Therapy Dog Team at Jonathan's Place children's emergency shelter, Garland (2017-2019) - Supported children in crisis through animal-assisted therapy visits.
- Therapy Dog Team at My Friend's House emergency shelter, City House, Plano (2020 - present) - Support children in crisis through animal-assisted therapy visits.

BY CITY SECRETARY
CITY OF PARKER

Have you attended any meetings of the board/commission for which you have applied? _____

Please tell us briefly why you wish to serve as a volunteer and how your past business and/or work experience qualifies you:

I would like to join the Parks and Recreation Commission to help support its mission of enhancing the quality of life for our community through thoughtful parks and recreation services. I strongly align with the commission's commitment to environmental stewardship, community-driven planning, and providing meaningful programs and spaces for residents and visitors alike. With a background in project management, I bring valuable experience in planning, coordination, and execution of complex projects—skills that can contribute to the successful development and maintenance of parks, trails, and recreational initiatives. I am particularly passionate about developing our trail system, which supports both environmental goals and the health and well-being of our growing community.

A resume may be attached if you wish to provide more information.

In the event that I am placed as a volunteer with the City of Parker, I understand that I will be required to comply with all the City's rules, policies and regulations. I fully understand that if my services are no longer needed, or my performance is not acceptable, for any reason, the City of Parker has the right to terminate my appointment at any time, with or without notice.

Signature: Sam Shope Date: 5-28-25

Please return to City of Parker, City Secretary, 5700 E. Parker Road, Parker, Texas 75002, Fax 972-442-2894 or Email pgrey@parkertexas.us

NOTE: Information on this application is subject to the Texas Public Information Act.

Individuals appointed to serve on a board/commission/committee will be required to complete two hours of training relative to the Texas Open Meetings Act and Public Information Act.

From: Richard Pratt
Sent: Friday, November 1, 2024 7:48 AM
To: Patti Grey <PGrey@parkertexas.us>
Subject: Re: Parks and Recreation (P&R) Commission Status Update

Patti,

I will resign my position on P&R when my term expires.

Thanks,

Richard Pratt
Sent from my mobile device

10/16, 2024

Name: Wendy Clark

Address: 6000 Gregory Lane

Parker, TX

I, Wendy Clark, resign from Parks and Rec effective immediately.

Regards,

Wendy Clark
Signature

Wendy Clark
Print Name

Any comments:

City Council accepted date: _____

Thanks Patti
Sent from my iPhone

On Feb 11, 2025, at 1:27 PM, Patti Grey <PGrey@parkertexas.us> wrote:

Not a problem . . Thank you for your quick response. I will relay info.

Patti

From: Vicki Pilgrim <>
Sent: Tuesday, February 11, 2025 1:13 PM
To: Patti Grey <PGrey@parkertexas.us>
Subject: Re: Parks and Recreation (P&R) Commission Status Update

Thanks so much Patti. I would love to continue but my mom's condition is definitely not improving. Because of this I'm hesitant to serve at this time. Thanks for thinking of me.
Sent from my iPhone

On Feb 11, 2025, at 11:22 AM, Patti Grey <PGrey@parkertexas.us> wrote:

Just checking back . . . The City of Parker has not made appointments to the P&R due to a lack of applications and Mayor Pettle thought your circumstances may have changed. **Are you still wanting to resign or would you like to continue? Just making sure . .**

Thank you.

Patti

From: Vicki Pilgrim <>
Sent: Wednesday, October 30, 2024 6:03 PM
To: Patti Grey <PGrey@parkertexas.us>
Subject: Re: Parks and Recreation (P&R) Commission Status Update
Importance: High

Hi Patti,
I was hoping that I would be able to stay on Parks & Recreation but circumstances with my mom at the current time will not allow me to do so. Please accept my resignation from this wonderful committee that I have enjoyed being a part of.

Thanks,
Vicki

On Oct 17, 2024, at 1:54 PM, Patti Grey <PGrey@parkertexas.us> wrote:

All:

It is that time again . . .

I need to know . . .

1. If you are willing to continue to serve on Parks and Recreation (P&R) Commission for another term/year, if Council so desires? In your current capacity?

Member	Position	Term
Cherie Ware	Place One; Voting	Nov
Pier Burgess	Place Two; Voting	Nov
Cyndy Lane	Place Three; Voting	Nov
Frank DaCosta	Place Four; Chair	Nov
Donna DaCosta	Place Five; Voting	Nov
Richard Pratt	Alternate One	Nov
Wendy Clark	Alternate Two	Nov
Shauna Warmbrodt	Alternate Three	Nov
Vicki Pilgrim	Alternate Four	Nov

Please let me know your thoughts by November 1, 2024, 12:00 noon, as Council would like to make appointments to Parks and Recreation (P&R) Commission at the November 12 or 19, 2024, 7:00 PM City Council meeting.

Let me know of any vacancies and/or resignations, as I have no applications for P&R at this time. Staff is requesting additional application(s) online from the city's website and at Council meetings just in case any vacancies arise.

Thank you!

Patti

Patti Scott Grey, CMC, CAMC
Asst. City Administrator/City Secretary
<image001.jpg>

City of Parker, Texas
5700 East Parker Road
Parker, TX 75002
972.442.6811 x235
972.442.2894 (Fax)
www.parkertexas.us
PGrey@parkertexas.us

"The City Secretary believes in being responsive to our citizens with professional knowledge, courtesy and timely service."

"Serving Citizens Today and Tomorrow, While Preserving the Records of the Past"

ATTENTION PUBLIC OFFICIALS!

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

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City of Parker
Parks and Recreation

Attendance Report 2023-2024

Term Expires	Place 1	Place 2	Place 3	Place 4	Place 5	Alt 1		Alt 2		Alt 3		Alt 4		
						23-Nov	F. DaCosta	Ware	D. DaCosta	Burgess	Lane	Pratt	Clark	Warmbrodt
Dec-13-2023	No Meeting													
Jan-10-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Feb-15-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mar-13-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Apr-10-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Apr-24-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
May-8-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jun-12-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
July-10-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Aug-14-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Sept-11-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Oct-9-2024	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nov-13-2024														

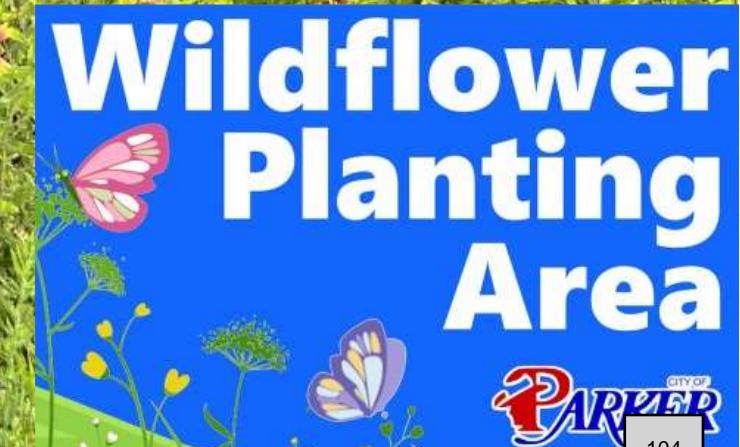
ParkerFest 2024 Committee Meetings

Attendance Report 2023-2024

Name	F. DaCosta	Ware	D. DaCosta	Burgess	Lane	Pratt	Clark	Warmbrodt	Pilgram	Estabrook	Pettie
June-5-2024	✓	✗	✓	✓	✗	✓	✗	✓	✗	✓	✓
July-3-2024	✓	✗	✓	✓	✓	✓	✗	✓	✗	✓	✓
July-31-2024	✓	✗	✓	✓	✗	✓	✗	✓	✗	✓	✗
Sept-7-2024	✓	✓	✓	✓	✗	✓	✗	✓	✓	✓	✓



What We Do: Beautification





Junior Girl Scout Troop 2171 Pollinator Garden Project

COTTON GIN

William C. Parker, namesake of the community, was farmer and successful businessman who owned a gristmill and cotton gin. The cotton gin was first operated by mule power and later by steam engine fueled by wood and coal. After World War II farmers began to move to cities to work and cotton production declined. The gin in Parker fell silent. Today all that remains of the Parker Gin is part of the original foundation.



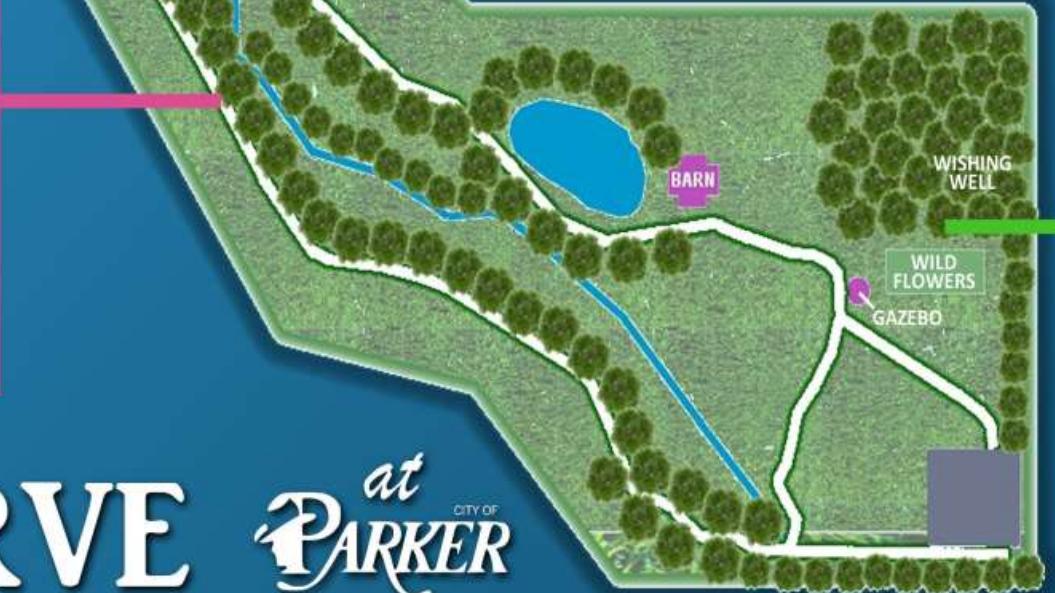
WALKING TRAIL

The Nature Trail winds through the Preserve in a long loop. Perfect for jogging or strolling, the Trail is about 4,250 feet, or 0.8 miles. Some stretches are crushed granite, other portions are concrete. In rainy weather, the ground to either side of the Trail can become muddy, but the Trail remains largely navigable. The path is particularly pleasant as you wander beneath the trees and near Maxwell Creek or the lake.

THE PRESERVE *at* **PARKER**
CITY OF PARKER

MAXWELL CREEK

Maxwell Creek stretches from just north of Parker Road, southward through the Preserve into Murphy, and east to a pond near Wylie. It was once much larger, with water supplied by the surrounding grasslands and scattered mini-forests. There was significant water flowing down the Creek to supply power for a gristmill that supplied flour and cornmeal from the grain raised there. Today the Creek has an elevation of 476 feet, is subject to flooding, and is a sleepy, attractive home for fish, waterfowl, and dragonflies.



ENV

Meeting Date: 06/17/2025 Item 6.

The Preserve is in a geographic area termed "The Blackland Prairie". At one time this whole area was part of the sea. The soil is "Houston clay", a Rendzina soil with gray/black surface layers of organic matter overlaying soft, lighter layers of marl, chalk, and soft limestone. Almost the entire Preserve lies in the flood plain of Maxwell Creek, and the normal annual rainfall is 30-40 inches. You are likely to see many kinds of wildlife in the Preserve: ducks and many other bird species; bobcats, coyotes, opossum, rabbits, raccoons, skunks and squirrels.

LANDMARKS

If you wander the Preserve, you'll find a number of features along the way that lend beauty and character to the parkland.

The Barn is a landmark worth looking at, though it is in disrepair. For reasons of safety, visitors are no longer allowed to enter it, but you can still appreciate its' historic beauty from your vantage point along the lake or the Nature Trail.

The Wishing Well is tucked away in the trees north of the Gazebo. The mouth of the well is sealed, so save your coins, but it is still a fun place to visit and take a seat nearby.

The Wildflower Garden is a beautiful work in progress just south of the trees. Be careful not to tread the garden under foot, but stroll by and see what flowers may be coming up this month.

The Gazebo is open to all. It is a welcome spot for relief from the sun in summer months, to rest for lunch and conversation, or just to enjoy the vi-

What We Do:

Events



★
GREAT AMERICAN
CLEANUP!
★ Keep Parker Beautiful ★

1500+ attendees
20+ vendors
Music & food
Crafts & games
Petting zoo
Car show





What We Do: Projects



Parkerfest: \$15,000 annually

Holiday Lighting



\$4500 one-time + \$900 storage



Gazebo: \$50K - \$90K

Parker Pavilion

Meeting Date: 06/17/2025 Item 6.



PAVILION

Parker Police Department

REST
ROOMS

Parker Pavilion

Pavilion: \$140K

Restrooms: \$90K

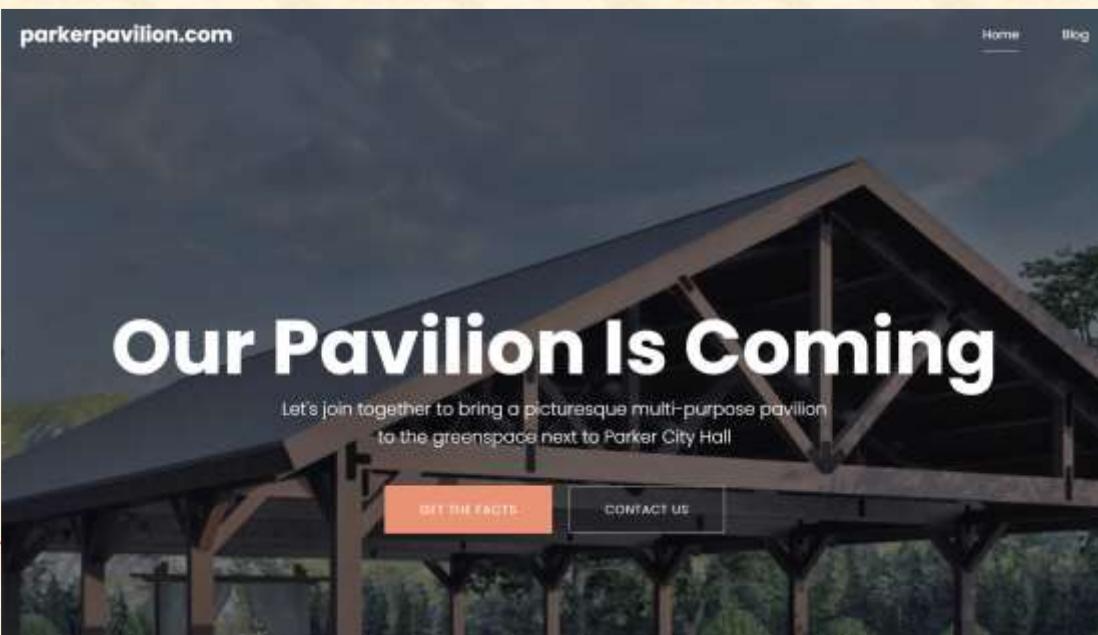
Other: \$20K

Total: **\$250K**

50% grant, 50% other



- 2025: Promote, public input, seek sponsorship
- Early 2026: Decide to proceed, grant application
- Late 2026: Grant approved, or reconsider
- Early 2027: Break ground
- Mid-late 2027: Project completion

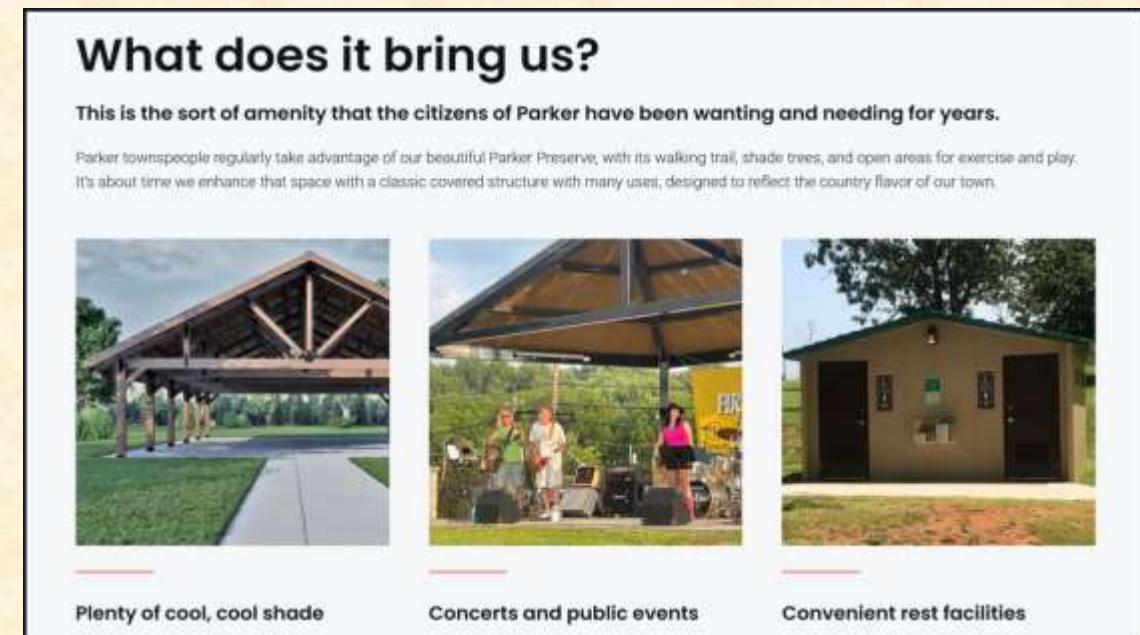


parkerpavilion.com

Our Pavilion Is Coming

Let's join together to bring a picturesque multi-purpose pavilion to the greenspace next to Parker City Hall

GET THE FACTS CONTACT US



What does it bring us?

This is the sort of amenity that the citizens of Parker have been wanting and needing for years. Parker townspeople regularly take advantage of our beautiful Parker Preserve, with its walking trail, shade trees, and open areas for exercise and play. It's about time we enhance that space with a classic covered structure with many uses, designed to reflect the country flavor of our town.

Plenty of cool, cool shade

Concerts and public events

Convenient rest facilities

Account Number	Account Description	Itemized Amount	Actual	Actual	FY2022-23	FY2023-24
			FY2020-21	FY2021-22		
PARKS FUND REVENUES						
29-000-4900	Donations		750	15,000	10,339	5,000
29-000-4912	Other Income		-	105	420	-
29-000-5001	Transfer from General Fund		5,000	2,500	2,500	12,500
Total Revenues - Parks Fund			5,750	17,605	13,259	17,500
PARKS FUND EXPENDITURES						
	Supplies (items under \$5,000)					
29-320-8103	Food				300	
29-320-8107	Minor Tools & Equipment				-	
	Total Supplies				300	
	Maintenance					
29-320-8405	Land Maintenance				,000	
	Total Maintenance				,000	
	Services/Sundry					
29-320-8604	Associations				200	
29-320-8622	Special Events					
	Total Services/Sundry				2,000	
	Capital (items over \$5,000)				5,297	
29-320-8904	Machines, Tools & Implements				5,125	
	Supplemental					
	Portable Modular Stage					
	Public Address Sound Equipment					
			10,000			
			20,000			
			30,000			
	Total Capital				-	-
Total Expenditures - Parks Fund			2,175	5,297	12,950	17
Total Parks Fund Surplus/(Deficit)			3,575	12,308	309	-
						119

**Supplemental
Portable Modular Stage
Public Address Sound Equipment**

Total Capital

Meeting Date: 06/17/2025 Item 6.



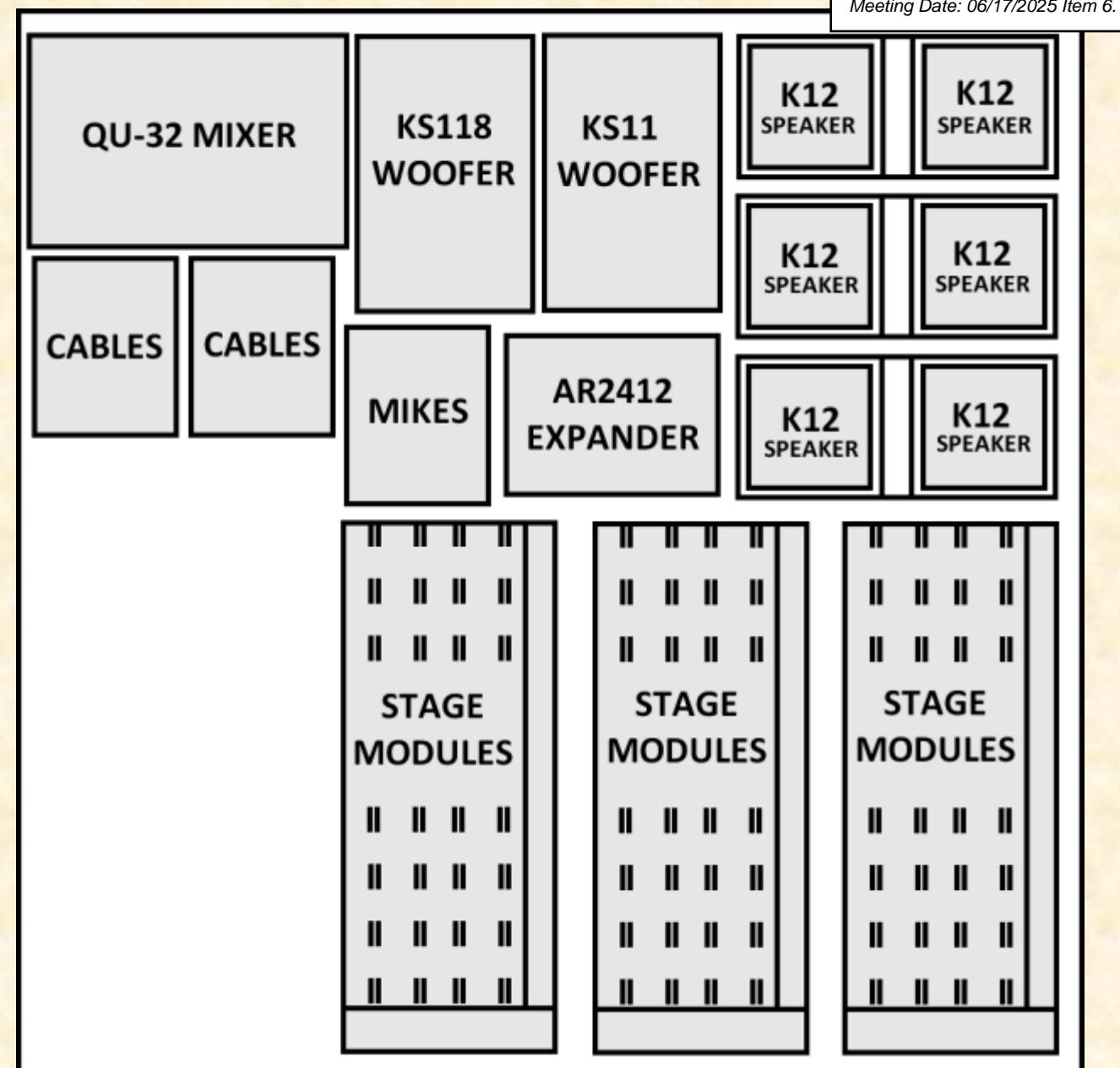
**City of Allen now loans
us a superior stage**

**Not enough storage at
City Hall**

**Rental storage cost
offsets the savings we
intended to reap**

Storage Needs

- About 75 sqft
- Climate controlled
- 10'x10' at \$75/month
- \$900 per year
- Wait for onsite space



Any questions or comments?

- Wildflowers
- Parkerfest
- Holiday Lights
- Gazebo
- Pavilion



THANK YOU!





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 Mayor Pettle
Estimated Cost:	Date Prepared:	June 11, 2025
Exhibits:		

AGENDA SUBJECT

CONSIDERATION, DISCUSSION, AND/OR ANY APPROPRIATE ACTION ON AN UNFILLED ADMINISTRATIVE ASSISTANT POSITION.

SUMMARY

This position has been in the budget for the current and previous fiscal years. Council previously directed that the position not be hired ("frozen") pending further evaluation for the need for the position. It has now been determined that the position is needed to hire an assistant city secretary. Therefore, it is recommended that Council permit the position to be filled (unfrozen).

POSSIBLE ACTION

City Council may leave position frozen. Recommendation: authorize the City to fill the vacant administrative assistant position.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:		Date:	
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/ xx /2025



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	
Estimated Cost:	Date Prepared:	June 11, 2025
Exhibits:	<u>Fireworks Ordinances</u> <u>Ordinance No. 201</u> <u>Ordinance No. 244</u> <u>Ordinance No. 413 (Southfork Ranch)</u>	

AGENDA SUBJECT

DISCUSS AND CONSIDER REFERRAL OF ORDINANCE NO. 201, RELATING TO FIREWORKS AND THE PREVENTION OF FIRES, TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION.

SUMMAR

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:		Date:	
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/12/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	06/XX/2025

ORDINANCE NO. 201

AN ORDINANCE OF THE CITY OF PARKER, TEXAS,
ESTABLISHING AND PROVIDING REGULATIONS FOR
THE CONTROL AND PREVENTION OF FIRES AND
FIREWORKS WITHIN THE CITY OF PARKER, TEXAS;
PROVIDING FOR A FINE NOT TO EXCEED ONE HUN-
DRED (\$100.00) DOLLARS FOR EACH OFFENSE;
AND DECLARING AN EMERGENCY.

WHEREAS, Article 1068(10) of Vernon's Civil Statutes of the State of Texas, annotated, provides that the governing body of the City shall have the power to establish such regulations for the control, prevention and extinguishment of fires as such governing body may deem expedient; and

WHEREAS, the City Council of the City of Parker, Texas, acting as a legislative body, is of the opinion that an immediate need exists to provide and establish regulations for the control and prevention of fires and fireworks within the City of Parker, Texas, to provide for and promote the health, safety, and welfare of the citizens of the City of Parker;

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

SECTION 1. Regulations Controlling the Location and Nature of Permitted Fires and Fireworks; all other Locations and Uses Not Here Set out Being Expressly Prohibited.

A. Permitted Fires

- 1) It shall be unlawful for any person to burn rubbish, trash, waste, leaves, grass, lumber or any other combustible material in or on any street or alley or on any lot within 250 feet of any structure in the City.
- 2) It shall be lawful to burn the afore-mentioned material in containers approved by the Fire Marshal or other person designated by the City Council so long as the container is located at least 50 feet from any structure.

- 3) The foregoing requirements shall not apply to "social" fires (barbecues, campfires, etc.) so long as such fires are small and are at all times attended and supervised by a responsible party.
- 4) It shall be unlawful to use or allow to be used or exploded, any fireworks within the City of Parker, Texas, within 250 feet of any structure.

B. Precautionary Measures

- 1) "Containers" as used above, shall be designed in such a manner as to be completely covered and containing a top to prevent sparks or flames from escaping from such container.
- 2) All permitted fires shall, at all times, be attended by a responsible party who shall have fire extinguishing equipment readily available at all times.

SECTION 2. Enforcement:

The Fire Marshal or any appointed representative, may prohibit any permitted fires and use of fireworks which they deem to be hazardous to public safety or health.

SECTION 3. Burning and Fireworks Permits.

Any person desiring a burning or fireworks permit, which shall act as a variance to Section 1 above, shall apply to the City Secretary or appointed representative for said permit. The City Secretary or appointed representative shall have the authority to issue or to deny the requested permit based upon:

- (a) A showing of necessity for the variance; and
- (b) A showing that the burning or the fireworks will present no safety hazard to the community.

SECTION 4. Penalties.

Any person who violates any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be assessed a fine not to exceed One Hundred (\$100.00) Dollars.

SECTION 5. Emergency.

The fact that there exists a need for fire prevention rules and regulations to protect the health, safety,

and welfare of the citizens of the City of Parker creates an emergency requiring that this Ordinance become effective immediately upon its passage and publication, and it is accordingly so ordained.

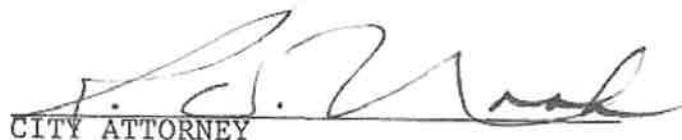
DULY PASSED BY THE CITY COUNCIL OF THE CITY OF PARKER,
TEXAS, ON THIS THE 4 DAY OF may, 1976.

APPROVED:



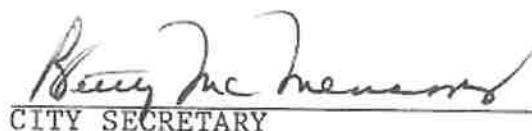
MAYOR

APPROVED AS TO FORM:



CITY ATTORNEY

ATTEST AND DULY ENROLLED:



CITY SECRETARY

ORDINANCE NO. 244

AN ORDINANCE OF THE CITY OF PARKER, TEXAS PROHIBITING FIREWORKS; DEFINING THE TERM FIREWORKS; DECLARING FIREWORKS TO BE A PUBLIC NUISANCE AND AUTHORIZING THEIR SEIZURE AND DESTRUCTION WHERE FOUND IN VIOLATION OF THIS ORDINANCE; AUTHORIZING THE PROSECUTION OF SUITS FOR INJUNCTIVE RELIEF IN AID OF THIS ORDINANCE; PROVIDING PENALTIES OF NOT LESS THAN \$25.00 NOR MORE THAN \$200.00 FOR VIOLATION OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE APPLICABLE AND IN FORCE WITHIN THE CORPORATE LIMITS OF THE CITY OF PARKER; PROVIDING THAT IT SHALL NOT BE NECESSARY TO NEGATE EXCEPTIONS IN PROSECUTIONS UNDER THIS ORDINANCE; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE.

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

Section 1. Definitions: The term "Fireworks" as used in this ordinance shall mean and include any firecrackers, cannon crackers, sky-rockets, torpedoes, Roman Candles, sparklers, squibs, fire balloons, star shell, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display and shall include all articles or substances within the commonly accepted meaning of fireworks whether herein specially designated and defined or not.

The term "person" shall mean and include any natural person, association of persons, partnerships, corporations, agent or officer of corporation and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors and administrators.

Section 2. Fireworks Prohibited: It shall be unlawful in the City of Parker, Texas for any person to manufacture, assemble, store, transport, receive, keep, sell, offer or have in his possession with intent to sell, use, discharge, cause to be discharged, ignite, detonate, fire or otherwise set in action any fireworks of any description.

Section 3. Fireworks a Public Nuisance: The presence of any fireworks within the jurisdiction of the City of Parker, in violation of this ordinance is hereby declared to be a common and public nuisance. The Fire Marshal or other appointed representative is directed and required to seize, and cause to be safely destroyed any fireworks found within the jurisdiction in violation of this ordinance and any police officer of the City of Parker or any other duly constituted peace officer is empowered to stop the transportation of and detain any fireworks found being transported illegally, and to seize and destroy any fireworks found stored illegally in any building in the City of Parker, Texas. Not notwithstanding any penal provision of this article, the City Attorney is authorized to file suit on behalf of the City of Parker or the Fire Marshal or other appointed representative, or both for injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the jurisdiction of the City of Parker and to aid the Fire Marshal or appointed representative in the discharge of his duties and to particularly prevent any person from interfering with the seizure and destruction of such fireworks, but it shall not be necessary to obtain any such injunctive relief as a prerequisite to such seizure and destruction. The Fire Marshal or other appointed representative is hereby authorized to enter any building where unlawful presence of fireworks is suspected in order to inspect the same for the presence of such fireworks.

Section 4. Penalties: Any person who shall manufacture, assemble, store, transport, receive, keep, sell, offer for sale or have in his possession with intent to sell any fireworks shall be fined not less than Twenty Five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00) for each offense. If the fireworks be separately wrapped or packaged, the doing or omitting to do any act prohibited by this ordinance shall be a separate offense as to each such separately wrapped or separately packed fireworks. Each day that a violation of this ordinance shall continue with respect to any package of fireworks shall constitute a separate offense. Any person who shall use, discharge, cause to be discharged, ignite, detonate, fire or otherwise set in action any fireworks shall be fined

not less than Twenty Five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Any parent or guardian of any minor child below the age of fourteen (14) who permits or allows such minor child to use, discharge, ignite, detonate, fire or otherwise set in action any fireworks shall be fined not less than Twenty Five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00).

Section 5. Territorial Applicability: This ordinance shall be applicable and in force throughout the territory of the City of Parker within its corporate limits.

Section 6. Not Necessary to Negative Exceptions: In any prosecution for any violation of this ordinance, it shall not be necessary for the prosecution to negative any provision or exception but the same may be raised by the defendant by way of defense.

Section 7. Repealing Clause: All provisions of any ordinance in conflict herewith are hereby repealed so far only as said ordinance effects only that portion herein; but the repeal of such ordinance shall not abate any pending prosecution for violation of such ordinance nor shall the same prevent a prosecution from being commenced for any violation of such ordinance which violation occurred prior to the repeal of the ordinance.

Section 8. Severability Clause: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances cannot be affected thereby, it being the intent of the City Council of the City of Parker in adopting this ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to this end, all provisions of this ordinance are declared to be severable.

PASSED AND APPROVED THIS 9th DAY OF JUNE, 1981
by the City Council of the City of Parker, Texas.


R. T. Lantrip, Mayor

ATTEST:


Betty McMenamy, City Secretary

ORDINANCE NO. 413

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, AMENDING THE AMENDED COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF PARKER, TEXAS, SO AS TO ESTABLISH ZONING OF A SPECIAL ACTIVITIES DISTRICT ON THE PROPERTY COMMONLY KNOWN AS SOUTHFORK RANCH) DESCRIBED IN EXHIBIT A ATTACHED HERETO; PROVIDING SPECIAL CONDITIONS; ADOPTING A CONCEPT PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parker City Council and the Parker Planning and Zoning Commission have held the required public hearings and have given the required notices related to the zoning of the property commonly known as Southfork Ranch, more specifically described in Exhibit A, as a Special Activities District; and

WHEREAS, the Parker City Council finds that zoning the property to the Special Activities District is consistent with the future land use policies and map in the City of Parker Comprehensive Plan; and

WHEREAS, the Parker City Council finds that the proposed uses and project design shown on the Concept Plan attached hereto as Exhibit B are compatible with existing and planned adjoining uses; and

WHEREAS, the Parker City Council finds that adequate public facilities, including open space, will be provided in a timely manner to support each phase of the development of the property; and

WHEREAS, the Parker City Council finds that the proposed uses and development standards shown on the Concept Plan are consistent with the purposes and standards of the Special Activities District regulations; and

WHEREAS, the Parker City Council finds that the proposed timing of development on the property is consistent with the overall growth and development of the City; and

WHEREAS, the establishment of this Special Activities District will promote the health, safety, and welfare of Parker's citizens.

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

SECTION 1. The purpose of this Special Activities District is to provide for and encourage the development of tourist-related commercial uses on the property commonly known as Southfork Ranch and described in Exhibit A, attached hereto and incorporated herein for all purposes.

SECTION 2. That the Amended Comprehensive Zoning Ordinance of the City of Parker, Texas, Ordinance No. 242A passed and approved the 13th day January, 1987, as heretofore amended, be, and the same is hereby, amended so as to establish zoning on the property commonly known as Southfork Ranch and described in Exhibit A to Special Activities District, as set forth in this ordinance.

SECTION 3. That unless such requirements constitute a conflict governed by section 6 of this ordinance, it is the express intent of this ordinance that the standards contained in all other ordinances regulating land development, including expressly the building code, shall apply. of all

SECTION 4. That the above change or establishment of zoning is approved subject to the following special conditions:

1. The uses authorized as permitted uses and conditional uses on the property shall be further restricted as follows:
 - a. The uses to be developed on the property, as well as the location and configuration of such uses shall be in compliance with the Concept Plan attached hereto and incorporated herein for all purposes as Exhibit B.
 - b. Facilities for the mixing of health and personal care products defined for the purposes of this ordinance as a facility for the preparation of health and personal care products utilizing non-polluting natural and other ingredients, including (but not limited to) aloe vera and bee pollen. Health and personal care products manufacturing shall be restricted to that portion of the property designated as Area B on the attached Concept Plan, and such facility shall be limited to floor space not to exceed 200,000 square feet in area. Access to the health and personal care products facility shall be exclusively from McWhirter Road.

The health and personal care products facility may have a cafeteria for the sole use and benefit of its employees. The plant need not conform to the architectural or design guidelines required for other structures in the district; provided, however, it must conform to applicable buildings codes, and must comply with all applicable setback and side yard requirements.

The health and personal care products facility may have a maximum of 10,000 square

feet of accessory buildings.

- c. No structures of any kind shall be constructed in that portion of the property designated as "Area A1 and A3" on the attached Concept Plan after the effective date of this Ordinance. No structure shall be allowed in the area designated as Area A2 without the property owner having applied for, and received, a conditional use permit describing the structure, and its use.
- d. The following uses are authorized at all other locations in the district, subject to the standards and conditions herein stated and the standards in the Special Activities District regulations which have not been otherwise modified by this ordinance.
 - (1) "Recreational" and "entertainment" uses, as those terms are used in the Land Use Legend of the attached Concept Plan, shall be allowed on all portions of the property, except the area designated "A1", "A2" and "A3" on the attached Concept Plan.

Areas A1, A2 and A3 have the following dimensions: Area A1 - 12 acres, 2406' X 300'; Area A2 - 5.6 acres, 200' X 1220'; Area A3 - 4.7 acres, 957' X 300'. The southern boundary line of Area A2 is 105' north of the northern property line of the private residence known as the Caton Property.

For purposes of this ordinance, "recreational" and "entertainment" uses consist of the following:

- (a) Dinner Playhouse
- (b) Farmer's Market
- (c) Conference or events facilities
- (d) Indoor or outdoor special events, such as rodeos, livestock exhibitions, auctions
- (e) Tennis Club or Golf Course
- (f) Picnic areas
- (g) Seasonal fireworks displays. Request for a use permit for a seasonal fireworks display shall be accompanied by a properly issued permit from the Fire Marshall, and may only be denied in times of drought or when the safety of the public is endangered by the activity. Fireworks displays shall be limited to no more than twelve (12) per year. No fireworks shall be permitted in area A.
- (h) Concerts
- (i) Conventions
- (j) Auto shows
- (k) Events the same or similar to the foregoing permitted uses which are conducted for the benefit of charitable organizations.

- (2) "Retail," as that term is used on the attached Concept Plan, shall include those uses authorized in the Special Activities District, but shall be limited to not more than 25,000 square feet in the aggregate, including existing uses. "Retail" uses do not include those customarily associated with a hotel or with a bed and breakfast establishment, and which related uses shall be permitted, if conducted only on the first floor and entirely within the hotel or bed and breakfast establishment. Retail as an accessory use to a hotel or bed and breakfast shall include those restaurants within hotel or bed and breakfast structures or immediately adjacent and ancillary to those uses.
- (3) "Restaurant," as that term is used in the Land Use Legend of attached Concept Plan, shall be defined as a facility, not to exceed three (3) in number, which are either Cafes, Restaurants, or Catering facilities, excluding fast food restaurants or drive-throughs, situated in structures not to exceed 15,000 square feet in area. "Restaurants" do not include food services enclosed within a hotel and of a nature customarily associated with such facility, or catering facilities associated with a conference or event facility. Restaurants as an accessory use to a hotel or bed and breakfast shall include those restaurants within hotel or bed and breakfast structures or immediately adjacent and ancillary to those uses. A cafeteria solely for the use of employees of the facility described herein as the aloe vera manufacturing plant shall not be considered restaurant use as to the limitations on size or number of restaurants.
- (4) Private club for the serving of alcoholic beverages, as provided in the Special Activities District, with no more than two such facilities (licenses) being allowed on the property or such additional licenses as required by the Texas Alcohol Beverage Commission rules. One private club is anticipated to be associated with hotel use.
- (5) Conference or events facility;
- (6) Hotel, not to exceed one facility limited to not more than 200 units
- (7) Bed and Breakfast Establishment, not to exceed one facility limited to not more than 50 units, with associated retail and restaurant uses located adjacent to same
- (8) Single family residences for on site caretaker or staff, not to exceed five (5) units in number

e. No uses other than those above listed, as authorized by the attached Concept Plan and defined herein, shall be allowed on the property.

f. Building setbacks within the district are as follows:

- (1) Structures for the aloe vera facility, hotel, bed and breakfast, retail, and restaurant uses shall have their structures no closer than one hundred (100) feet from the boundary line of the District (setback and side yard).
- (2) No structure shall be closer to the eastern boundary of FM 2551 than three hundred (300) feet, save and except structures existing on the date of this ordinance, which may be maintained, or which may be changed by enlargement or improvement in accordance with Section D.8 of the Special Activities District Ordinance of the Town, Ordinance No. 412.
- (3) The facility for the mixing of health and personal care products shall be set back one hundred (100) feet from the boundary of Area B depicted on the Concept Plan of the site. This one hundred (100) feet set back is inclusive of, not in addition to, the one hundred (100) foot set back described in (1) above.

g. Design requirements within the district are as follows:

- a. Facade Treatments and Colors shall conform to the following, subject to any exceptions which may be approved by City Council for the concept plan:
 - (1) All buildings must be constructed in uniform rural style. No modern or post-modern styles will be permitted. New construction shall be consistent with any existing buildings in the district.
 - (2) Colors of building materials must be neutrals, white or earth tones such as are consistent with adjacent buildings.
 - (3) Painted metal building materials, stucco, stone, concrete, wood, or brick may be allowed.
 - (4) Concrete block surfaces, or synthetic stucco finishes (e.g., EIFS) shall not be permitted.

h. Sign requirements within the district are as follows:

- (1) Monument style signs, not to exceed thirty-two (32) square feet in area (Visual Service Area, "VSA", as defined in Ordinance 350) constructed of the same or similar materials as other improvements on the property, and no more than five (5) feet from the ground as permitted in the district with the exception of the arched entryways which are exempt as they exist on the date of this ordinance.

- (2) No neon elements are allowed on sign surfaces, within the first three hundred (300) feet as measured from the center line of FM 2551 (Hogge Road).
- (3) Signs within the first three hundred (300) feet shall be placed at or near driveway entrances.
- (4) Temporary signs will be allowed for no more than seventy-two (72) hours per specific event and each sign shall not exceed fifteen (15) square feet VSA. These directional signs are exempted from Ordinance No. 350 and any amended ordinance regarding signs, except as to size.
- (5) Events within the Special Activities District shall be subject to the same sign regulations stated above whether the signs be placed by an entity within the District or a client of the entity.
- (6) All other provisions of the City sign ordinance, as amended, shall apply in the District, except as set forth above in 1-5.

i. The 40% open space requirement of this zoning classification applies on the property subject to this ordinance to the entirety of the property zoned by this ordinance.

2. Prior to any new construction, or exterior remodeling or additions to any existing structure which exceed 10% of either the structure's size or assessed value for tax purposes, for any of the uses authorized by the attached Concept Plan, the property owner or the owner's designated representative shall submit a site plan in accordance with the requirements contained in Section 5.D.8 of the Comprehensive Zoning Ordinance, Ordinance No. 242A, as amended.

3. Prior to any new construction, or exterior remodeling or additions to any existing structure which exceed 10% of either the structure's size or assessed value for tax purposes, for any of the uses authorized by the attached Concept Plan, the property owner or the owners' designated representative shall submit a parking plan which shall include the following information: parking areas and lots, aisles and spaces, handicap spaces, fire and traffic lanes, crosswalks, sidewalks and other facilities for pedestrian circulation, and loading areas with typical dimensions and surface types. Existing parking on the property is permitted under this ordinance. New parking, if any, should be shown on the parking plan required by this section. New parking placed on the property by the owner which is not hard surfaced (concrete or asphalt), need not be striped unless required by state or federal law, or pursuant to fire safety regulations.

4. Outdoor events on the property shall not continue or extend past midnight on Sunday, Monday, Tuesday, Wednesday and Thursday nights and past 1:00 a.m. on Friday and Saturday nights.

SECTION 5. That the property shall be used only in the manner and for the purposes

provided for by this ordinance pursuant to the Amended Comprehensive Zoning Ordinance of the City of Parker, as heretofore amended, and subject to the aforementioned special conditions.

SECTION 6. That all provisions of the ordinances of the City of Parker in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with provisions of this ordinance shall remain in full force and effect.

SECTION 7. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole, or any part of provision thereof other than the part so decided to invalid, illegal or unconstitutional, and shall not affect the validity of the Amended Comprehensive Zoning Ordinance as a whole.

SECTION 8. That any person, firm or corporation violating any of the provisions of this ordinance shall be subject to the same penalty as provided for in the Amended Comprehensive Zoning Ordinance of the City of Parker, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provides.

Dec. **DULY PASSED** by the city Council of the City of Parker, Texas, on the 10 day of

APPROVED:

Paul Shultz
MAYOR

APPROVED AS TO FORM:

James E. Shultz
CITY ATTORNEY

ATTEST:

Merle Palmer
CITY SECRETARY

Meeting Date: 06/17/2025 Item 8.

EXHIBIT "A"

All that certain lot, tract or parcel of land situated in the Sherwood Herring Survey, Abstract No. 404, Collin County, Texas, and being known as that tract of land conveyed to Lummie Mae Gatlin Wolfe as Tract II, per Deed recorded in Volume 1814, Page 516 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the Northwest corner of the above cited tract of land, said point being the Northeast corner of a tract of land conveyed to Fred R. Mobbs, et ux, per Deed recorded in Volume 3108, Page 616 of the Land Records of Collin County, Texas, said beginning point being further defined as being in the South line of a tract of land conveyed to Joe R. Duncan and Natalie M. Duncan, per Deed recorded in Volume 2812, Page 506 of the Land Records of Collin County, Texas;

THENCE North 89 deg. 36 min. 22 sec. East, along the South line of said Duncan tract, a distance of 321.05 feet to a 1/2" iron rod found for corner at the Northeast corner of said Wolfe tract, said point also being the Northwest corner of a tract of land conveyed to Robert V. Gatlin as Tract III, per Deed recorded in Volume 1814, Page 516 of the Land Records of Collin County, Texas;

THENCE South 00 deg. 17 min. 34 sec. East, along the East line of said Wolfe tract, and the West line of said Gatlin tract, a distance of 1652.75 feet to a 5/8" iron rod found for corner in the North line of County Road No. 247, said point being the Southeast corner of said Wolfe tract, and the Southwest corner of said Gatlin tract;

THENCE South 89 deg. 53 min. 19 sec. West, along the North line of said County Road, a distance of 321.65 feet to a 1/2" iron rod found for corner at the Southwest corner of said Wolfe tract, said point also being the Southeast corner of said Mobbs tract;

THENCE North 00 deg. 16 min. 20 sec. West, along the East line of said Mobbs tract, and the West line of said Wolfe tract, a distance of 1651.16 feet to the POINT OF BEGINNING, and containing 12.187 acres of land.

Meeting Date: 06/17/2025 Item 8.

EXHIBIT "A"

All that certain lot, tract or parcel of land situated in the Sherwood Herring Survey, Abstract No. 404, Collin County, Texas, and being part of a 12.183 acre tract of land described in a Deed recorded in Clerk's File No. 94-84905, and being further described as being part of a tract of land described in a Deed from John E. Gatlin and wife, Virginia Gail Gatlin, to Fred R. Mobbs and wife, Jean Thomas Mobbs, as recorded in Volume 3108, Page 616 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1" iron rod found for corner at the Northwest corner of the above cited tracts of land, said point also being an interior corner of a tract of land conveyed to Joe R. Duncan and Natalie M. Duncan, per Deed recorded in Volume 2812, Page 506 of the Land Records of Collin County, Texas;

THENCE North 89 deg. 38 min. 30 sec. East, along a Northerly South line of said Duncan tract, a distance of 321.47 feet to a 1/2" iron rod found for corner at the Northeast corner of said Mobbs tract, said point also being the Northwest corner of a tract of land conveyed to Lummie Mae Gatlin Wolfe, per Deed recorded in Volume 1814, Page 516 of the Land Records of Collin County, Texas;

THENCE South 00 deg. 16 min. 20 sec. East, along the West line of said Wolfe tract, and the East line of said Mobbs tract, a distance of 838.21 feet to a 1/2" iron rod set for corner;

THENCE South 89 deg. 47 min. 18 sec. West, a distance of 321.49 feet to a 1/2" iron rod set for corner in a Westerly East line of said Duncan tract, and the West line of said Mobbs tract;

THENCE North 00 deg. 16 min. 15 sec. West, along the West line of said Mobbs tract, and said East line of Duncan tract, a distance of 837.38 feet to the POINT OF BEGINNING, and containing 6.183 acres of land.

Meeting Date: 06/17/2025 Item 8.

EXHIBIT "A"

All that certain lot, tract or parcel of land situated in the Sherwood Herring Survey, Abstract No. 404, Collin County, Texas, and being known as that tract of land conveyed to Robert V. Gatlin as Tract III, per Deed recorded in Volume 1814, Page 516 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the Northwest corner of the above cited tract of land, said point being the Northeast corner of a tract of land conveyed to Lummie Mae Gatlin Wolfe, as Tract II, per Deed recorded in Volume 1814, Page 516 of the Land Records of Collin County, Texas, said beginning point being further defined as being in the South line of a tract of land conveyed to Joe R Duncan and Natalie M. Duncan, per Deed recorded in Volume 2812, Page 506 of the Land Records of Collin County, Texas;

THENCE North 89 deg. 29 min. 36 sec. East, along the North line of said Gatlin tract, a distance of 321.69 feet to a 1/2" iron rod found for corner at the Northeast corner of same;

THENCE South 00 deg. 15 min. 32 sec. East, along the East line of said Gatlin tract, a distance of 1653.88 feet to a 1/2" iron rod found for corner in the North line of County Road No. 247, said point being the Southeast corner of said Gatlin tract;

THENCE South 89 deg. 41 min. 44 sec. West, along the North line of said County Road, a distance of 36.00 feet to a 1/2" iron rod set for corner;

THENCE North 00 deg. 15 min. 32 sec. West, a distance of 458.53 feet to a 1/2" iron rod set for corner;

THENCE South 89 deg. 41 min. 44 sec. West, a distance of 95.00 feet to a 1/2" iron rod set for corner;

THENCE South 00 deg. 15 min. 32 sec. East, a distance of 458.53 feet to a 1/2" iron rod set for corner in the North line of County Road No. 247;

THENCE south 89 deg. 41 min. 44 sec. West, along the North line of said County Road, a distance of 189.71 feet to a 5/8" iron rod found for corner at the Southwest corner of said Gatlin tract, said point also being the Southeast corner of said Wolfe tract;

THENCE North 00 deg. 17 min. 34 sec. West, along the East line of said Wolfe tract, and the West line of said Gatlin tract, a distance of 1652.75 feet to the POINT OF BEGINNING, and containing 11.191 acres of land.

Meeting Date: 06/17/2025 Item 8.

EXHIBIT "A"

SITUATED in the State of Texas, County of Collin and in the Sherwood Herring Survey; Abstract No. 404, being a survey of a portion of the premises described and conveyed by deed recorded in Volume 748, Page 590 of the Collin County Records (known herein as TRACT A), and a combined survey of a portion of the property described and conveyed by deed recorded in Volume 748, Page 590 (known herein as parcel 1), the property described and conveyed by deed recorded in Volume 318, Page 353 (known herein as parcel 2), the property described and conveyed by County Clerk File No. 2730 (known herein as parcel 3), the property described and conveyed by County Clerk File No. 2731 (known herein as parcel 4), excluding from same a 5.836 acre parcel of land described and conveyed by deed recorded in Volume 926, Page 67 (known herein as parcel 5), with all of the above mentioned parcels (known herein as TRACT B) being in the Collin County Records and to which reference is herein made for further description:

TRACT A:

BEGINNING on the east line of F.M. Highway No. 2551 at an iron rod found marking the north line of aforementioned premises described and conveyed by deed recorded in Volume 748, Page 590;
 THENCE with said north line, South 89° 58' 00" East, 1,641.80 feet to an iron rod found marking the northeast corner of said premises;
 THENCE with the east line of said premises, South 0° 12' 15" West, a distance of 1,134.25 feet to an iron rod found for corner;
 THENCE parallel with the north line of the premises, North 89° 58' 00" West, a distance of 350.00 feet to an iron rod set for corner;
 THENCE North 0° 02' 00" East, a distance of 61.33 feet to an iron road set for corner;
 THENCE parallel with the north line of said premises, North 89° 58' 00" West, a distance of 1,297.16 feet to an iron rod set on the east line of F.M. Highway No. 2551;
 THENCE with the east line of said highway, North 0° 30' 00" East, a distance of 1,072.96 feet to the place of beginning and containing 1,785.960 square feet or 41.000 acres.

TRACT B:

BEGINNING on the east line of F.M. Highway No. 2551 at an iron rod found marking the south line of the premises described and conveyed by deed recorded in Volume 748, Page 590 of the Collin County Records (parcel 1 above);
 THENCE with the east line of F.M. Highway No. 2551, North 0° 30' 00" East, a distance of 66.64 feet to an iron rod set for corner;
 THENCE parallel with the north line of said parcel 1, South 89° 58' 00" East, a distance of 1,297.16 feet to an iron rod set for corner;
 THENCE South 0° 02' 00" West, a distance of 61.33 feet to an iron rod set for corner;
 THENCE parallel with the north line of parcel 1, South 89° 58' 00" East, a distance of 350.00 feet to an iron rod found marking the south corner of parcel 1 and also marking the northwest corner of said parcel 2;
 THENCE with the north line of parcel 2, North 90° 00' 00" East, a distance of 941.16 feet to an iron rod found marking the northeast corner of parcel 2;
 THENCE with the east line of parcel 2, South 0° 00' 00" West, a distance of 1,134.28 feet to an iron rod found marking the southeast corner of parcel 2;
 THENCE with the south line of parcel 2, South 89° 53' 00" West, a distance of 943.14 feet to an iron rod found for corner on the east line of parcel 3;
 THENCE with the east lines of parcel 3 and 4, South 0° 30' 00" East, a distance of 946.60 feet to an iron rod found for corner;

Meeting Date: 06/17/2025 Item 8.

THENCE South 89° 30' 00" West, a distance of 212.15 feet to an iron rod found for corner;
 THENCE South 0° 30' 00" East, a distance of 420.00 feet to an iron rod found on the south line of aforementioned parcel 4;
 THENCE with said south line, South 89° 30' 00" West, a distance of 1,492.52 feet to an iron rod found on the east line of F.M. Highway No. 2551;
 THENCE with the east line of said highway, North 1° 10' 30" East, a distance of 957.25 feet to an iron rod found marking the southwest corner of aforementioned parcel 5;
 THENCE with the south line of parcel 5, North 89° 51' 50" East, a distance of 823.61 feet to an iron rod found marking the southwest corner of parcel 5;
 THENCE North 0° 00' 00" East, a distance of 307.60 feet to an iron rod found marking the northeast corner of parcel 5;
 THENCE with the north line of parcel 5, South 89° 53' 00" West, a distance of 822.30 feet to an iron rod found on the east line of aforementioned F.M. Highway No. 2551;
 THENCE with the east line, North 1° 10' 30" East, a distance of 1,268.60 feet to the place of beginning and containing 5,059.662 square feet or 116.154 acres.

TRACT C:

Being situated in Collin County, Texas, in the Sherwood Herring Survey, Abstract No. 404, and being a part of 108.87 acres which is called out as First Tract in a Deed from Emma Frazier to Ruth Miller dated 10/18/32, recorded in Volume 290, Page 580, of the Collin County Deed Records, said part being a part of a 50 acre tract conveyed to Mary Ruth Miller Underwood as filed for record 3/24/66, under the County Clerk's File No. 2731 of the Collin County Deed Records and being more particularly described as follows:

BEGINNING at an iron stake in the east line of said 108.87 acres, from which the northeast corner of same bears North 2.113.36 feet;

THENCE South with the east line of said 108.87 acres, 420.34 feet to an iron stake therein;

THENCE South 89° 51' 08" West, 212.15 feet to an iron stake for corner;

THENCE North 00° 8' 52" West, 420.34 feet to a point for corner;

THENCE North 89° 51' 08" East, 213.23 feet to the point of beginning and containing 2.05 net acres of land, more or less.

LESS, SAVE and EXCEPT the following:

1. An undivided one-half (1/2) interest in the oil, gas and other minerals in and under and that may be produced from the above Tract A, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said Tract A for oil, gas and other minerals and removing the same therefrom.
2. That portion of the above-described property conveyed to various third parties in one square inch and one square foot parcels by deeds up to and including the date hereof.

CONCEPT PLAN LEGEND

AREA A1	300 FOOT BUILDING SET BACK FROM FM 2551 (Hogge Road) Existing buildings can be replaced, otherwise no new structures.
AREA A2	ADDITIONAL 200 FOOT SETBACK FROM FM 2551 (Hogge Road) Existing buildings can be replaced, otherwise no new structures unless approved for conditional use by City Council.
AREA A3	300 FOOT BUILDING SET BACK FROM FM 2551 (Hogge Road) Existing buildings can be replaced, otherwise no new structures.
AREA B	NATURALLY-BASED HEALTH AND PERSONAL CARE PRODUCTS MANUFACTURING Maximum of 200,000 square feet, with maximum 10,000 square feet of accessory buildings.

MAXIMUMS FOR PERMITTED USES

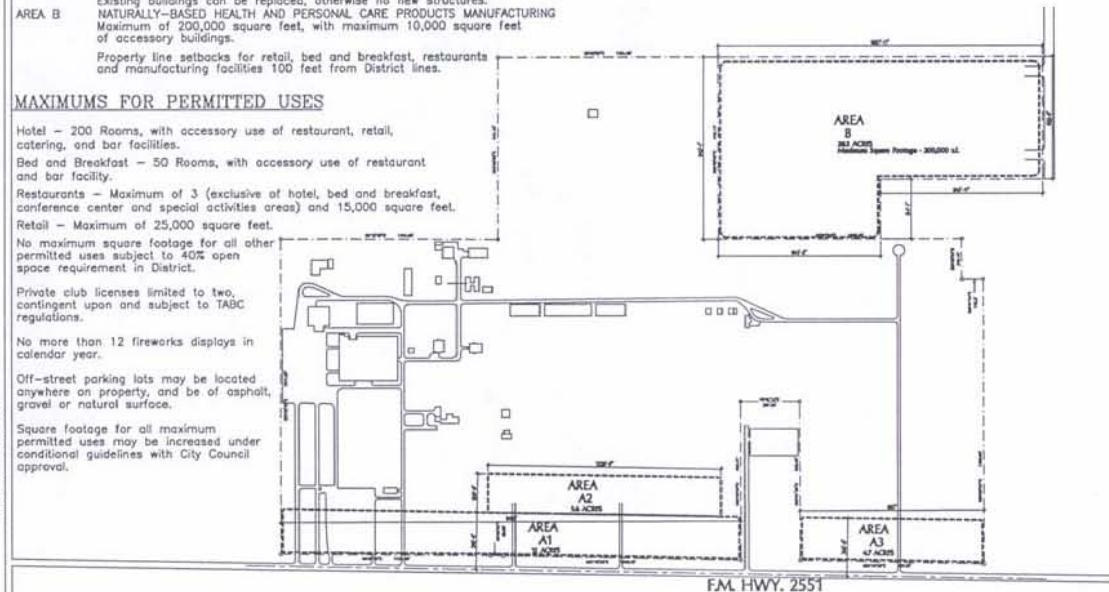
Hotel - 200 Rooms, with accessory use of restaurant, retail, catering, end bar facilities.
Bed and Breakfast - 50 Rooms, with accessory use of restaurant and bar facility.
Restaurants - Maximum of 3 (exclusive of hotel, bed and breakfast, conference center and special activities areas) and 15,000 square feet.
Retail - Maximum of 25,000 square feet.
No restaurants, food courts, or food facilities for all other permitted uses allowed to 40% open space requirements jo. District [] [] []

Private club licenses limited to two, contingent upon and subject to TABC regulations.

No more than 12 fireworks displays in calendar year.

Off-street parking lots may be located anywhere on property, and be of asphalt, gravel or natural surface.

Square footage for all maximum permitted uses may be increased under conditional guidelines with City Council approval.



CONCEPT PLAN

300447 4 1007 1007 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 Mayor Pettle
Estimated Cost:	Date Prepared:	June 11, 2025
Exhibits:	<u>CHAPTER 153: SIGN CONTROL</u> (Hyperlink – Ctrl +click) <u>§ 153.01 PURPOSE.</u> <u>§ 153.02 APPLICATION JURISDICTION.</u> <u>§ 153.03 DEFINITIONS.</u> <u>§ 153.04 PROHIBITED SIGNS.</u> <u>§ 153.05 AUTHORIZED SIGNS.</u> <u>§ 153.06 NONCONFORMING SIGNS.</u> <u>§ 153.07 STRUCTURAL REQUIREMENTS.</u>	

AGENDA SUBJECT

DISCUSS AND CONSIDER REFERRAL OF CHAPTER 153 REGARDING SIGNS TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION.

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:	06/12/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/xx/2025



Council Agenda Item

Budget Account Code: _____	Meeting Date:06/17/25 See above.
Budgeted Amount: _____	Department/ Requestor: PUBLIC WORKS / MACHADO
Fund Balance-before expenditure:	Prepared by: Public Works Director Machado
Estimated Cost: _\$ 8,053,000.00_	Date Prepared: 06/02/2025
Exhibits:	<ol style="list-style-type: none"> 1. <u>Proposed Ordinance or Resolution, if needed</u> 2. STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE XXX OR RESOLUTION NO. 2025-850 AWARDING CONTRACT(S) FOR A SECOND WATER TOWER.

SUMMARY

PLEASE REVIEW THE INFORMATION PROVIDED FOR ENGINEERING SERVICES AGREEMENT TO DESIGN AND BUILD A SECOND WATER TOWER IN PARKER RANCH.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	6/13/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	6/13/2025
Mayor		Date:	

RESOLUTION NO. 2025-850

(Professional Engineering Services Agreement – Water Tower)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING THE TERMS AND CONDITIONS OF THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT OF THE CITY OF PARKER AND BIRKHOFF, HENDRICKS & CARTER, LLP, FOR AN ELEVATED STORAGE TANK PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parker anticipates additional growth and development necessitating additional water storage; and

WHEREAS, the City of Parker requested a proposed agreement from the firm of Birkhoff, Hendricks & Carter, LLP for the herein described project, which is attached as Exhibit A (the "Agreement"); and

WHEREAS, the City of Parker finds that the terms and conditions of the Agreement are in the public interest and should be approved;

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

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

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

SECTION 3. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 4. That all provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

Resolution 2025-850

(Professional Engineering Services Agreement – Water Tower)

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 17th day of June, 2025.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney

*Resolution 2025-850
(Professional Engineering Services Agreement – Water Tower)*

CITY OF PARKER, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Parker, a Texas Type A General Law municipality ("CITY"), and Birkhoff, Hendricks & Carter, L.L.P., authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Parker Ranch 1 MG Elevated Storage Tank.

Article I Scope of Services

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

Article II Compensation

The ENGINEER's compensation shall be in the amount up to five hundred and two thousand seven hundred and 12/100 dollars (\$502,712) as set forth in Attachment B. Payment shall be considered full compensation for all labor (including all benefits, overhead and markups), materials, supplies, and equipment necessary to complete the Services.

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

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

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

Article III Term

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

Article IV

Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

C. Designation of Engineer's Personnel

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

D. Subsurface Investigations

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

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

E. Preparation of Engineering Drawings

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

F. Engineer's Personnel at Construction Site

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

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

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

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

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

H. Construction Progress Payments

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

I. Record Drawings

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

J. Right to Audit

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

K. INSURANCE

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

L. Independent Consultant

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

M. Disclosure

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

N. Asbestos or Hazardous Substances

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

O. Permitting Authorities - Design Changes

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

P. Schedule

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

Article V Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification

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

H. Contractor Claims and Third-Party Beneficiaries

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

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."
- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this Agreement.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. Litigation Assistance

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

J. Changes

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

Article VI

General Legal Provisions

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Contract Construction/No Waiver

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

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

L. Immigration Nationality Act

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

M. Prohibition On Contracts With Companies Boycotting Israel

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

N. Prohibition on Boycotting Energy Companies

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

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

O. Prohibition on Discrimination Against Firearm and Ammunition Industries

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

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

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

Attachment A - Scope of Services

Attachment B - Compensation

Attachment C - Amendments to Standard Agreement for Engineering Services

Attachment D - Project Schedule

Attachment E - Location Map

Attachment F – Insurance Requirements

Signatures and Attachments follow.

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

BY:
CITY OF PARKER, TEXAS

Lee Pettle
Mayor

Date: _____
ATTEST:

Patti Scott Grey
City Secretary

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



Craig M. Kerkhoff, P.E.
Managing Partner

Date: 12/13/24

APPROVED AS TO FORM AND LEGALITY

By: _____
City Attorney

Attachment "A"
ENGINEERING SERVICES
1.0 MG EST

Part I. DESIGN

Project consists of an 1.0 Million Gallon (MG) elevated storage tank that will be constructed on property already owned by the City. The tank will be connected to an existing 16-inch water line that has been stubbed to the property. The tank will be constructed on Lot 27X of the Parker Ranch Estates Phase 5 Addition

Preparation of construction plans, and specifications for a composite elevated tank design project with a 1,000,000 gallon capacity. The tanks design based on the following standards:

- American Water Works Association (AWWA)
- American Nation Standards Institute (ANSI)
- American Society of Testing Materials (ASTM)
- National Sanitation Foundation (NSF)
- American Concrete Institute (ACI)

Preparation of construction plans, and specifications for the project shall include:

1. Construction Plan-Profile Sheets prepared at a scale of not less than 1"= 20'.
2. Site plan and layout, grading plan, fencing plan
3. Provisions for concrete driveway to access tank truck doors and four (4) parking spaces.
4. Provisions for aluminum or welded steel ornamental fence around the EST site.
5. Drainage area map and storm drain design plans (no detention)
6. Prepare erosion control plan. The contractor shall be responsible for Storm Water Pollution Prevention plan and TCEQ storm water permit notifications and postings.
7. Standard Details.

8. Special Details, including:

- a. Pipe Connections
- b. Overflow and drain piping
- c. Connection to existing SCADA
- d. Mixing system
- e. Disinfection residual monitoring
- f. Tank Ladders
- g. Roof Hatches
- h. Vent and valving
- i. Wet Riser
- j. Roof Antenna Bracket
- k. Obstruction Light

9. Cover Sheet, Location Map and Sheet Index.

10. Submittals to State Regulatory Agencies, as required.

11. Preparation of FAA Notice of Determination of No Hazard

12. Provisions for adding the proposed elevated storage tank to the City's existing SCADA monitoring and control system.

13. Horizontal and Vertical Control will be set at the site

14. Coordinate with electric supplier to obtain electric service to tank

15. Two (2) Design review meetings.

16. Opinion of Probable Construction Estimate.

17. Preparation of Specifications and Contract Documents.

- a. Specifications will be prepared that will be in conformance with the Texas Commission on Environmental Quality (TCEQ) Regulations for containment systems. City's existing Logo will be included in the painting specifications. Three (3) logos will be included on the vertical face of the tank.

18. Printing of preliminary plans and specifications for review by the City.

Part II. BIDDING PHASE

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

Part III. CONSTRUCTION PHASE

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

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

Part IV. ADDITIONAL SERVICES

- A. Design Surveys – complete Topographic Surveys
- B. Geotechnical Evaluations and Recommendations
- C. Project Expenses – To include printing of plans and specifications for review and construction purposes. Trips to the job site.

Park VI. EXCLUSIONS

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

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

Attachment "B"
COMPENSATION
PROFESSIONAL ENGINEERING SERVICES

PART I. BASIC SERVICES

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

Design Phase.....	\$348,629
Bidding Phase	\$ 12,022
Construction Phase	<u>\$ 120,217</u>
Total: Basic Services Lump Sum Fee:	\$480,868

Opinion Of Probable Construction Cost: \$7,189,861

PART II. ADDITIONAL SERVICES

For the Additional Services described in Part IV we propose to be compensated on a salary cost basis times a multiplier of 2.49, with expenses at actual invoice cost times 1.15. The two-man survey crew will be billed at a crew rate of \$195 per hour. Automobile mileage for additional services will be invoiced at \$0.67 per mile.

Design Surveys.....	\$ 4,744
Geotechnical Evaluation	\$ 16,100
Project Expenses	\$ 1,000
Total: Additional Service Not to Exceed Amount:	\$21,844
TOTAL CONTRACT NOT TO EXCEED <u>\$502,712</u>	

Attachment "C"**AMENDMENTS TO STANDARD AGREEMENT FOR ENGINEERING SERVICES****1.0 MG EST****(1) Mailing of Notices**

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

Mr. Gary Machado
 Director of Public Works
 City of Parker
 5700 E. Parker Rd.
 Parker, Texas 75002
 Phone: (972) 442-4105
gmachado@parkertexas.us

With Copy To: Ms. Catherine Clifton
 City Attorney
 City of Parker
 5700 E. Parker Rd.
 Parker, Texas 75002
 Phone: (817) 442-7133
cc@gannawayclifton.law

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

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

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

(2) Land Survey Contact Information**Texas Board of Professional Land Surveying Contact Information**

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

Attachment "C" (continued)

AMENDMENTS TO STANDARD AGREEMENT FOR ENGINEERING SERVICES

1.0 MG EST

(3) Services to be Provided by the City:

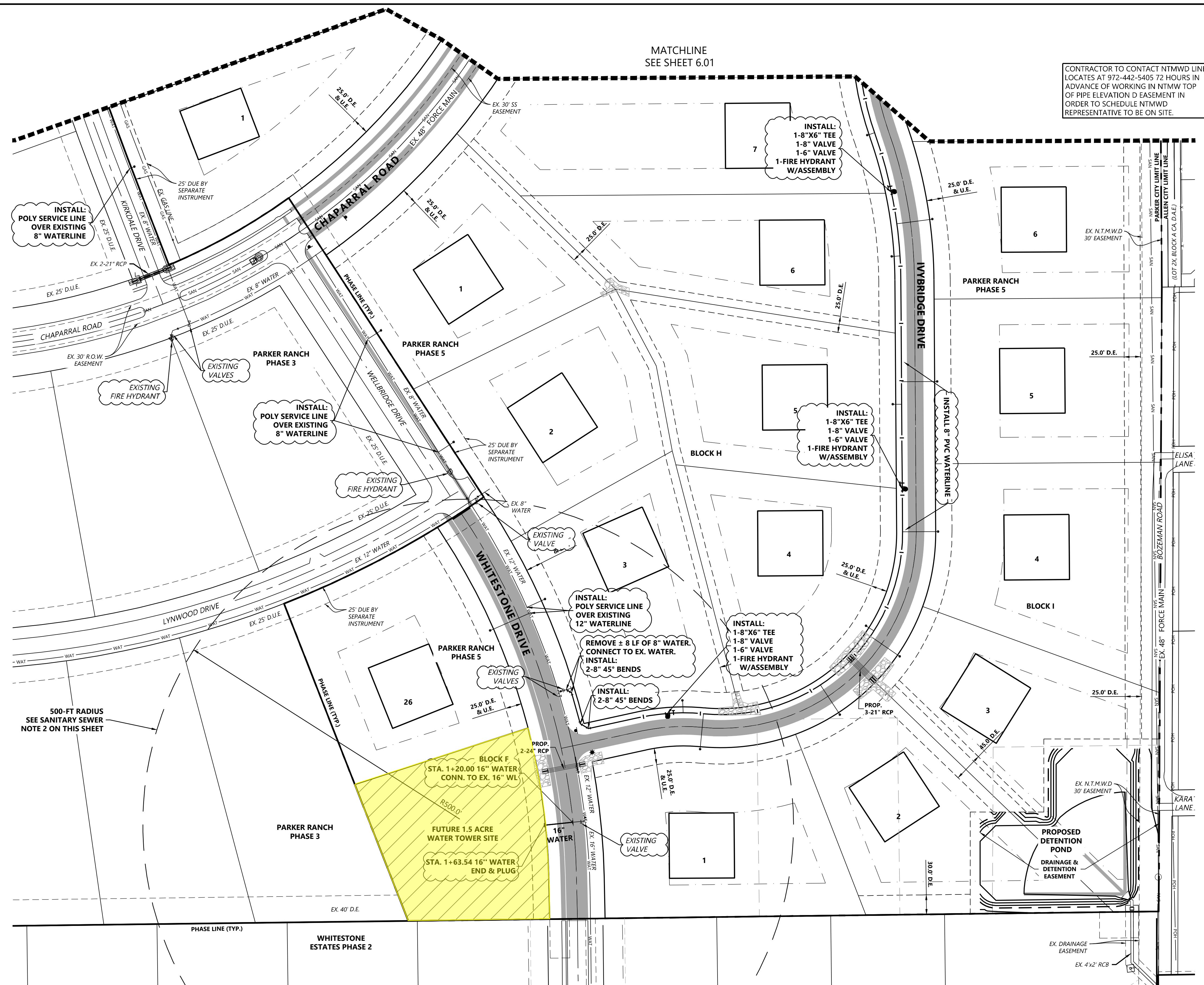
Attachment "D"

PROJECTED COMPLETION SCHEDULE
1.0 MG EST

Submit Preliminary Plans to City 3 months after Notice to Proceed

Complete Final Plans & Bidding Documents 2 months after City Review of
Preliminary Plans

Construction Phase 18 – 24 Months



DESIGNED: EPK
CHECKED: MDL
DRAWN: CEH
HORIZONTAL SCALE: 80'
VERTICAL SCALE:

INITIAL ISSUE: 11-6-2020
REVISIONS:

PREPARED FOR:

FIRST TEXAS HOMES, INC.

500 CRESCENT COURT, SUITE 350
DALLAS, TEXAS 75201

PRELIMINARY
NOT TO BE USED FOR:
CONSTRUCTION OR
BIDDING PURPOSES.
Engineer: MATTHEW D. LEFF, PE
P.E. No.: 3845
Date: 09-08-2021

Westwood

PARKER RANCH PHASE 5

PARKER, TEXAS

Westwood
Phone: (214) 473-4640 Toll Free: (888) 937-5150 2740 Dallas Parkway, Suite 280
Plano, TX 75093 westwoodps.com
Westwood Professional Services, Inc.
TBPES FIRM REGISTRATION NO. F-11756
TBLPS FIRM REGISTRATION NO. 10074301

WATER PLAN (2 OF 2)

6.02

PROJECT NUMBER: 0006535.20 DATE: 11-6-2020

Attachment "F"**INSURANCE REQUIREMENTS****1.0 MG EST****Insurance**

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

Commercial General Liability

\$1,000,000 each occurrence

\$1,000,000 aggregate

Automobile Liability

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

Worker's Compensation

Coverage A: statutory limits

Coverage B: \$100,000 each accident

\$500,000 disease - policy limit

\$100,000 disease - each employee

(2) Additional Insurance Requirements

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

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

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm F526

Project No. Busdev-ParkerClient: ParkerDate: 13-Dec-24Project: ESTBy: CMK

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
1,000,000 Gallon EST					
1	Constructing 1.00-MG Composite Elevated Steel Water Storage Tank (Reinforced Concrete Column and 1.0-MG Welded Steel Tank), in accordance with AWWA Standard D107-10 including All Instrumentation, Controls, Electrical, SCADA, Tank Piping, Containment System for Exterior Blasting & Painting, Dehumidification System, all Site Work, Offsite Storm Drainage Utilities & Appurtenances Proposed in these Documents	1	L.S.	\$ 5,865,000.00	\$ 5,865,000.00
2	For Painting the "Parker" Logo on the Exterior of the Tank Bowl	3	Ea.	\$ 25,000.00	\$ 75,000.00
3	Storm Water Pollution Prevention Plan	1	L.S.	\$ 2,500.00	\$ 2,500.00
4	Implementation of Storm Water Pollution Prevention Plan	1	L.S.	\$ 5,000.00	\$ 5,000.00
5	Preparation and Submitting to the City a Trench Safety Plan that is in accordance with latest OSHA Standards	1	L.S.	\$ 1,000.00	\$ 1,000.00
6	Furnish & Install a Complete Excavation Safety & Support System in Full Accordance with latest OSHA Standards	1	L.S.	\$ 1,000.00	\$ 1,000.00
7	Furnish, Install, Maintain & Remove Traffic Control Devices	1	L.S.	\$ 2,500.00	\$ 2,500.00
8	Furnish, Install and Maintain Hydromulch Seeding	13,068	S.Y.	\$ 2.00	\$ 26,136.00
9	Construct 8-Inch Reinforced Concrete	1,102	S.Y.	\$ 100.00	\$ 110,222.22
10	Furnish & Install 8-Foot Ornamental Fence	993	L.F.	\$ 115.00	\$ 114,195.00
11	Furnish & Install 22-Foot Cantilever Gate	1	Ea.	\$ 18,000.00	\$ 18,000.00
12	Furnish & Install 16-Inch (DR-18) Water Line	150	L.F.	\$ 125.00	18750
13	Furnish & Install 6-Inch (DR-18) Water Line	50	L.F.	\$ 75.00	\$ 3,750.00
14	Furnish & Install 6-Inch R. S. Gate Valve	1	Ea.	\$ 3,000.00	\$ 3,000.00
15	Furnish & Install Fire Hydrant	1	S.F.	\$ 6,000.00	\$ 6,000.00
16					\$ -

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm F526

Project No. Busdev-ParkerClient: ParkerDate: 13-Dec-24Project: ESTBy: CMK**ENGINEER'S OPINION OF CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Price	Amount
	Construction Subtotal:				\$ 6,252,053.22
	Contingencies and Miscellaneous Items	15%			\$ 937,808.00
	Total:				\$ 7,189,861.22
	Easement Acquisition	0	S.F.	\$ -	\$ -
	Engineering, Surveying, Construction Admin.				\$ 502,712
	Quality Control & Material Testing (included in Engineering Contract, typically 5% construction costs)	5.0%			\$ 359,493.06
	Project Total:				\$ 8,052,066.28
	For 250,000 gallon tank			USE:	\$ 8,053,000.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Birkhoff, Hendricks & Carter
 Dallas, TX United States

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
 2024-1248951

Date Filed:
 12/13/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Parker

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1.0 MG Parker Ranch EST
 Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kerkhoff, Craig	Dallas, TX United States	X	
	Mata, Andrew	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Craig M. Kerkhoff, and my date of birth is October 10, 1982.

My address is 11910 Greenville Ave, Suite 600, Dallas, Texas, 75243, USA.
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 13th day of December, 20 24.
 (month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)



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:	June 11, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

PROJECTS IN PROGRESS

FM2551

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), WASTEWATER TREATMENT PLANT (WWTP) AND MUNICIPAL UTILITY DISTRICT (MUD)

LEWIS LANE

POST OFFICE/ZIP CODE

NEWSLETTER

DUBLIN ROAD WATER LINES

PUMP STATION/ PUBLIC WORKS BUILDING

CAPITAL IMPROVEMENT PLAN (CIP)

COMPREHENSIVE PLAN (COMP)

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

[April 2025 - Building Permit/Code Report](#)

[May 2025 - Building Permit/Code Report](#)

[April 2025 – Court Report](#)

[May 2025 – Court Report](#)

[April 2025 - Finance \(monthly financials\) Report](#)

[May 2025 - Finance \(monthly financials\) Report](#)

[Investment 1st Qtr. Report 2025](#)

[Fire 1st Qtr. Report 2025](#)

[April 2025 – Police Report](#)

[May 2025 – Police Report](#)

[April 2025 – Republic Services Inc., dba Allied Waste Services of Plano](#)

[May 2025 – 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

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	06/12/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/ XX /2025



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for Mayor Pettle
Estimated Cost:	Date Prepared:	June 11, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$1,000 [RES. NO. 2024-801])

Jim and Cyndi Daugherty donated snacks valued at \$30 to Police Department.

Angela Stegmaier donated Girl Scout Cookies valued at \$50 to Police Department.

Bhargari Patel donated cookies valued at \$10 to Police Department.

The Evans family donated Variety Snacks valued at \$65 to Police Department.

Maria Weiland donated snacks valued at \$40 to Police Department.

Humaira Hussain donated Girl Scout Cookies valued at \$75 to Police Department.

Maryam Boroujerdi & Mohammad Massoudi donated 1 dozen Nothing Bundt Cakes Bundtinis valued at \$28 to City Staff.

SUMMARY

Please review information provided.

POSSIBLE ACTION

Inter – Office Use

Approved by:	Enter Text Here	Date:	
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	06/12/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/ XX /2025



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: June 11, 2025
Exhibits:	<u>Future Agenda Items – Work in Progress</u>

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

We are in the process of updating the Future Agenda Items and hope to have it updated soon.

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:	06/12/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	06/13 /2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	06/ xx /2025