



AGENDA

CITY COUNCIL REGULAR MEETING

DECEMBER 2, 2025 @ 5:30 PM

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, December 2, 2025 at 5:30 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002. The City Council meeting will be open to the public and live streamed.

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

CALL TO ORDER – Roll Call and Determination of a Quorum

WORKSHOP (5:30 PM)

1. PROPOSED NOISE ORDINANCE

[Proposed Noise Ordinance Fact Sheet](#)

ADJOURN

CALL TO ORDER – Roll Call and Determination of a Quorum

PLEDGE OF ALLEGIANCE

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

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

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

ITEMS OF COMMUNITY INTEREST

2. LONE STAR SANTA TOY DRIVE - Lone Star Santa Toy Drive is now through Christmas. Collection box is in Parker City Hall Foyer. We are collecting new unwrapped toys for children affected by natural disasters throughout Texas.

[2026 ZONING AND DEVELOPMENT REVIEW SCHEDULE](#)

CANCELED- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 10, 2025, 5 PM

CITY HALL CLOSED – CHRISTMAS EVE, WEDNESDAY, DECEMBER 24, 2025

CITY HALL CLOSED – CHRISTMAS DAY, THURSDAY, DECEMBER 25, 2025

CITY HALL CLOSED – DAY AFTER CHRISTMAS, FRIDAY, DECEMBER 26, 2025

CITY HALL CLOSED – NEW YEAR'S DAY, THURSDAY, JANUARY 1, 2026

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JANUARY 14, 2026, 5 PM

INDIVIDUAL CONSIDERATION ITEMS

3. APPROVAL OF MEETING MINUTES FOR JULY 1, 2025. [REGULAR MEETING]
4. CONSIDER, DISCUSS, GIVE STAFF DIRECTION, AND ANY APPROPRIATE ACTION ON ORDINANCE NO. 894 REGULATING NOISE WITHIN THE CITY OF PARKER.
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-873, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT.
6. DISCUSSION, CONSIDERATION, AND ANY APPROPRIATE ACTION RATIFYING THE NOMINATION OF DARREL SHARPE TO THE TEXAS COALITION FOR AFFORDABLE POWER. [RESOLUTION NO. 2025-874]
- 7. KINGS CROSSING PHASE SIX, LTD. 56.939 ACRE TRACT OUT OF THE ANN S. HURT SURVEY, ABSTRACT NO. 428, AND THE AJ TUCKER SURVEY, ABSTRACT NO. 910, COLLIN COUNTY, TEXAS, PLAT APPROVAL, MUNICIPAL SERVICES AGREEMENT, AND ANNEXATION:**
 - CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING PHASE SIX FINAL PLAT.
 - PUBLIC HEARING FOR ANNEXATION OF KINGS CROSSING PHASE SIX LTD., 56.939 ACRES SITUATED IN THE ANN S. HURT SURVEY AND THE A.J. TUCKER SURVEY, ABSTRACT NO. 910, ABSTRACT NO. 428, COLLIN COUNTY, TEXAS.
 - CONSIDERATION AND/OR APPROPRIATE ACTION ON ORDINANCE NO. 904, AUTHORIZING EXECUTION OF THE MUNICIPAL SERVICES AGREEMENT (MSA).
 - CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 905, ANNEXING APPROXIMATELY 56.939 ACRES SITUATED IN THE ANN S. HURT SURVEY AND THE A.J. TUCKER SURVEY, ABSTRACT NO. 910, ABSTRACT NO. 428, COLLIN COUNTY, TEXAS INTO THE CITY LIMITS.

ROUTINE ITEMS

8. UPDATE(S):

FM2551

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

LEWIS LANE

DUBLIN ROAD

CAPITAL IMPROVEMENT PLAN (CIP)

PERSONNEL MANUAL

ANY ADDITIONAL UPDATES

DONATION(S)

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

Pam and Allen Terrell donated water, coffee, tea, and hot chocolate valued at \$40 to the Police Department.

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

Pam and Allen Terrell donated Pumpkin Blondies and Pecan Pie Bars valued at \$35 to Parker Administration.

FUTURE AGENDA ITEMS

10. FUTURE AGENDA ITEMS

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

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

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

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

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

RECONVENE REGULAR MEETING.

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

ADJOURN

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

I certify that this Notice of Meeting was posted on or before November 24, 2025, at the Parker City Hall, as 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 Hull
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 Hull for City Attorney Clifton/City Administrator Manton
Estimated Cost:	Date Prepared:	November 6, 2025
Exhibits:	Please see agenda item for additional information.	

AGENDA SUBJECT

WORKSHOP

PROPOSED NOISE ORDINANCE

[Proposed Noise Ordinance Fact Sheet](#)

SUMMARY

Council discussion on the latest version of the proposed noise ordinance.

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 Hull</i>	Date:	11/06/2025
City Attorney:	<i>Catherine Clifton</i>	Date:	11/18/2025 via Municode
City Administrator:	<i>Kent Manton</i>	Date:	11/ 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 Hull for City Administrator Manton
Estimated Cost:	Date Prepared:	November 6, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

[**LONE STAR SANTA TOY DRIVE**](#) - Lone Star Santa Toy Drive is now through Christmas. Collection box is in Parker City Hall Foyer. We are collecting new unwrapped toys for children affected by natural disasters throughout Texas.

- [**2026 ZONING AND DEVELOPMENT REVIEW SCHEDULE**](#)
- **CANCELED** - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 10, 2025, 5 PM
- CITY HALL CLOSED – CHRISTMAS EVE, WEDNESDAY, DECEMBER 24, 2025
- CITY HALL CLOSED – CHRISTMAS DAY, THURSDAY, DECEMBER 25, 2025
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- CITY HALL CLOSED – NEW YEAR'S DAY, THURSDAY, JANUARY 1, 2026
- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JANUARY 14, 2026, 5 PM

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council, please review "Items of Community Interest".

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Hull</i>	Date:	11/06/2025
City Attorney:	<i>Catherine Clifton</i>	Date:	11/18/2025 via Municode
City Administrator:	<i>Kent Manton</i>	Date:	11/ xx /2025



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Hull
Estimated Cost:	Date Prepared:	November 6, 2025
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JULY 1, 2025. [REGULAR MEETING]

SUMMARY

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

POSSIBLE ACTION

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

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Hull</i>	Date:	11/06/2025
City Attorney:	<i>Catherine Clifton</i>	Date:	11/24/2025 via Municode
City Administrator:	<i>Kent Manton</i>	Date:	11/24/2025 via Municode



MINUTES
CITY COUNCIL MEETING
JULY 1, 2025

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 6:02 p.m. Mayor Pro Tem Buddy Pilgrim and Councilmembers Billy Barron, Roxanne Bogdan, Colleen Halbert, and Darrel Sharpe were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, City Attorney Catherine Clifton, Public Works Director Gary Machado, City Engineer Craig M. Kerkhoff, P.E., C.F.M., Assistant Fire Chief Jeff Kendrick, and Police Chief Kenneth Price

EXECUTIVE SESSION (6:00 – 7:00 PM) - Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

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

Government Code Section 551.074 Personnel – To deliberate the appointment, employment, 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).

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

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 7:05 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Ed Lynch led the pledge.

TEXAS PLEDGE: Parks and Recreation (P&R) Commission Chair Frank DaCosta led the pledge.

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

Ed Lynch, 5809 Middleton, voiced his concerns about the proposed noise ordinance, asking City Council to remember the City of Parker is “uniquely country”. Mr. Lynch also stated, “we are one nation under God, indivisible with liberty and justice for all”. He indicated if Council adopted the noise ordinance as proposed, they would violate the residents’ “freedom and liberty, and you will approve totalitarianism.” Mr. Lynch stated he brought Council a copy of the definition of totalitarianism because it is clear this will be totalitarianism. Finally, Mr. Lynch asked if the noise ordinance is adopted that the city workers not be exempted. (See Exhibit 1 - Ed Lynch’s handout, dated July 1, 2025.)

The following residents submitted written comments,

- Andy Redmond, 7275 Moss Ridge Road (See Exhibit 2 - Andy Redmond’s email, dated July 1, 2025.); and
- Susan Godfrey Medrano, 4406 Dover Drive (See Exhibit 3 - Susan Godfrey Medrano’s email, dated July 1, 2025.).

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

1. CITY HALL CLOSED – FRIDAY, JULY 4, 2025
PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JULY 9, 2025, 5 PM

BUDGET/TAX RATE MEETINGS

COUNCIL MEMBER APPOINTMENT TO FILL VACANCY

2. RECEIVE AND CONSIDER STATEMENTS FROM APPLICANTS FOR THE VACANT COUNCILMEMBER POSITION.

The Mayor and City Council received applications and statements from the following candidates,

- Billy Barron, 6707 Overbrook Drive, (See Exhibit 4 - Billy Barron’s application, dated June 6, 2025.);
- Melissa Tierce, 4203 Sycamore Lane, (See Exhibit 5 - Melissa Tierce’s application and statement, dated June 6, 2025.);
- Dawn R. Hedlund, 4001 Rolling Knolls Drive, rescinded her application for consideration to fill the city council seat and resigned from Zoning Board of Adjustment effective immediately. (See Exhibit 6 - Dawn R. Hedlund’s application, dated June 11, 2025, and email, dated June 30, 2025.);

- Frank G. Merlino, 4206 Glen Meadows, (See Exhibit 7 - Frank G. Merlino's application and resume, dated June 12, 2025.);
- Aubree Marino, 3901 Sycamore Lane, (See Exhibit 8 - Aubree Marino's application, dated June 12, 2025.); and
- Marcos Arias, 3605 Hogge Drive, (See Exhibit 9 - Marcos Arias' application, dated June 12, 2025.).

for the vacant Councilmember position.

3. CONVENE INTO A CLOSED EXECUTIVE SESSION, IF NECESSARY, TO CONDUCT INTERVIEWS AND/OR DELIBERATE THE APPOINTMENT OF AN INDIVIDUAL TO SERVE AS A COUNCIL MEMBER TO OCCUPY THE CURRENTLY VACANT COUNCIL POSITION (GOVERNMENT CODE 551.074).

Mayor Lee Pettle recessed the regular meeting to Executive Session at 8:15 p.m. Reconvene regular meeting.

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

Any appropriate deliberation and/or action on any of the Executive Session subjects listed above.

No action was taken.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING RESOLUTION NO. 2025-852 APPOINTING AN INDIVIDUAL TO SERVE AS A COUNCIL MEMBER TO OCCUPY THE CURRENTLY VACANT COUNCIL POSITION FOR THE REMAINDER OF THE TERM.

City Council thanked each candidate for their participation.

MOTION: Mayor Pro Tem Pilgrim moved to appoint Billy Barron and approve Resolution No. 2025-852 appointing an individual (Billy Barron) to serve as a council member to occupy the currently vacant council position for the remainder of the term. Councilmember Halbert seconded with Councilmembers Bogdan, Halbert, Pilgrim, and Sharpe for the motion. Motion carried 4-0.

5. SWEARING IN OF NEWLY APPOINTED COUNCILMEMBER AND SEATING.

Mayor Pettle administered the Oath of Office to newly appointed Councilmember Billy Barron. Councilmember Barron took his respective seat at the dais.

City Council, staff, and residents welcomed newly appointed Councilmember Billy Barron.

INDIVIDUAL CONSIDERATION ITEMS

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-825 MAKING APPOINTMENTS TO THE PARKS AND RECREATION COMMISSION.

MOTION: Councilmember Bogdan moved to approve Resolution No. 2025-825 making appointments to the Parks and Recreation (P&R) Commission, appointing Frank DaCosta to Place 2 voting and Sarah Sharpe to Place 4 voting positions. Councilmember Barron seconded with Councilmembers Barron, Bogdan, Halbert,

and Pilgrim voting for the motion, no one voting against the motion, and Councilmember Sharpe abstaining. Motion carried 4-0-1.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2025-848 ESTABLISHING A PROCEDURE FOR COUNCIL NOMINATIONS.

No action was taken.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-850 APPROVING AN ENGINEERING SERVICES AGREEMENT FOR A SECOND WATER TOWER.

MOTION: Mayor Pro Tem Pilgrim moved to approve Resolution No. 2025-850 approving an engineering services agreement for a second water tower. Councilmember Sharpe seconded with Councilmembers Barron, Bogdan, Halbert, Pilgrim, and Sharpe for the motion. Motion carried 5-0.

9. CONSIDERATION AND ANY ACTION ON THE FLOOR PLAN/LAYOUT OF THE PUBLIC WORKS BUILDING CENTRAL PUMP STATION.

MOTION: Councilmember Halbert moved to approve the floor plan/layout of the public works building at the central pump station. Councilmember Bogdan seconded with Councilmembers Barron, Bogdan, Halbert, Pilgrim, and Sharpe for the motion. Motion carried 5-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-851, ADOPTING TEXAS STATE LIBRARY AND ARCHIVES COMMISSION SCHEDULES.

MOTION: Councilmember Bogdan moved to approve Resolution No. 2025-851, adopting Texas State Library and Archives Commission Schedules. Mayor Pro Tem Pilgrim seconded with Councilmembers Barron, Bogdan, Halbert, Pilgrim, and Sharpe for the motion. Motion carried 5-0.

ROUTINE ITEMS

11. UPDATE(S):

FM2551

Public Works Director Machado said Texas Department of Transportation (TxDOT) is making a lot of progress. They are supposed to be getting additional concrete in August.

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

Mayor Pro Tem Pilgrim said everyone is still waiting to schedule the first hearing, so there is no news at this time. He also said nothing has happened with the appeal on the wastewater treatment.

LEWIS LANE

Interim City Attorney Clifton said the City is still actively working to get a long term resolution for Lewis Lane. The City of Parker would like to take responsibility for maintenance of Lewis Lane but needs the northern portion of

the road to be brought up to a certain standard in order to take over maintenance and that is what the city is working toward currently.

POST OFFICE/ZIP CODE

Councilmember Halbert said she did not have an update at this time.

DUBLIN ROAD WATER LINES

Public Works Director Machado said the phase 2 of the Dublin water lines is set to start in approximately two (2) weeks as work in finishing on phase 1.

NEWSLETTER

Mayor Pettle said the City is in the process of getting things together. Please bear with us. Mayor Pettle noted we are hoping to have a revised resolution soon to City Council, calling for an electronic newsletter.

CAPITAL IMPROVEMENT PLAN (CIP)

Mayor Pettle said the CIP will be coming to City Council pretty soon for an update. She would like to get a City Administrator involved prior to the final update.

PERSONNEL MANUAL

Interim City Attorney Clifton said she sent the Personnel Manual to City Council. Mayor Pettle requested City Council review and get their edits back to the interim City Attorney as soon as possible. It was noted City Council would like to have a workshop soon and possibly have the Personnel Manual approved before the fiscal year changes, October 1. Interim City Attorney Clifton said she thought that was a reasonable target.

COMPREHENSIVE PLAN (COMP PLAN)

Mayor Pettle indicated City Council needs to have a workshop, and hopefully the Comprehensive Plan (Comp Plan) will be ready for a public hearing, and consideration for approval in the near future.

ANY ADDITIONAL UPDATES

COLLIN COUNTY TRAILS PLAN

Councilmember Barron said Collin county is in the middle of updating the County Trails Plan. Mr. Barron said there are some things in the plan that he did not think were suitable for the City of Parker. He said this plan was better than the plan from over a decade ago but there was still room for improvement, and he and Councilmember Bogdan have a meeting scheduled next week to discuss the plan with Collin County representatives.

CITY ADMINISTRATOR

Mayor Pettle said interviews were performed June 28, 2025, by three Councilmembers.

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

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

Government Code Section 551.074 Personnel – To deliberate the appointment, employment, or duties of a city administrator.

Mayor Lee Pettle recessed the regular meeting to Executive Session at 9:44 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 10:49 p.m.

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

No action was taken.

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])

Chip and Linda Justice donated Tiff's Treats valued at \$50 to the Police Department.

Frank DaCosta (Nonnies Camp) donated baked goods valued at \$25 to the Public Works Department.

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

FUTURE AGENDA ITEMS

13. FUTURE AGENDA ITEMS

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

Mayor Pro Tem Pilgrim requested City Council have a discussion on funding for long term projects.

Hearing no additional requests, Mayor Pettle encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, July 15 2025.

ADJOURN

Mayor Lee Pettle adjourned the meeting at 10:50 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Patti Scott Hull, City Secretary

Approved on the 2nd day
of December, 2025.

PROPOSED

Politics, Law & Government > Politics & Political Systems

totalitarianism

government

[Simplify This Article](#)

[Ask the Chatbot](#)

⋮

Written and fact-checked by The Editors of Encyclopaedia Britannica
Last Updated: Jun 11, 2025 • Article History

Table of Contents

Top Questions

What is totalitarianism?



How did totalitarianism get its name?



What are examples of totalitarian rule?



⌄ Show more

totalitarianism, form of [government](#) that theoretically permits no individual freedom and that seeks to subordinate all aspects of individual life to the [authority](#) of the [state](#). Italian [dictator](#) [Benito Mussolini](#) coined the term *totalitario* in the early 1920s to characterize the new [fascist](#) state of Italy, which he further described as “all within the state, none outside the state, none against the state.” By the beginning of [World War II](#), [totalitarian](#) had become synonymous with absolute and oppressive single-party government. Other modern examples of totalitarian states include the [Soviet Union](#) under [Joseph Stalin](#), [Nazi Germany](#) under [Adolf Hitler](#), the [People's Republic of China](#) under [Mao Zedong](#), and [North Korea](#) under the [Kim dynasty](#).

General characteristics of totalitarianism

In the broadest sense, totalitarianism is characterized by strong central rule that attempts to control and direct all aspects of individual life through coercion and repression. Historical examples of such centralized totalitarian rule include the [Mauryan](#) dynasty of India (c. 321–c. 185 BCE), the [Qin dynasty](#) of China (221–207 BCE), and the reign of [Zulu](#) chief [Shaka](#) (c. 1816–28). Nazi Germany (1933–45) and the Soviet Union during the Stalin era



Benito Mussolini

Key People: Hannah Arendt • Juan Linz

Related Topics: political system • ideology • dictatorship • patrimonialism • one-party state

On the Web: University of Glasgow - Enlighten Publications - 'Totalitarianism and geogra, (Show more)

[See all related content](#)



Patti Grey

From: [REDACTED]
Sent: Tuesday, July 1, 2025 12:21 PM
To: Lee Pettle; Patti Grey
Subject: 7/1/25 Council meeting resident comment.

Dear Mayor and Council:

I'm Andy Redmond of [REDACTED]

Hoping each of you are well, **please read my comments**, as I'm unable to attend.

-Proposed Public Works building/design:

I'm for the Public works team to construct a "right sized" storage building to preserve our City's Public Works equipment. The proposed drawing will come back as a very expensive building, that's far in excess of our needs.

Suggest :

- Utilize a metal building concept that is modular , so "space" can be added as required.
- Drastic reduction of office areas (retaining only one office, one small conference room and team work area with several shared workstations should be more than adequate). Outward facing meetings with developers and the public could use existing infrastructure at City Hall.
- One shop bay is likely sufficient (as it's my understanding we outsource mechanical repairs and maintenance on all equipment). Therefore, the building should more resemble a storage building/pole barn.
- The large bays on the right side are probably appropriate, but only a shed roof with no sides is needed, gravel for floor, etc.

General agenda items:

Recent agenda's seem to have some random agenda items. (unnecessary noise ordinance, rush to retain archetectural services for an additional water tower without first seeking NTMWD approval etc.)

The last several councils seemed to have a focus of updating and adopting a comprehensive plan, capital improvement plan etc. which dictates future city goals.

Current council should focus on continuing completing both of these--then when a need arises we've already planned and budgeted for that particular need or item.

Thanks for your service to our fine city.

Best,
 Andy Redmond

Exhibit 3

From: [Susan Godfrey Medrano](#)
To: [Patti Grey](#)
Subject: Council Meeting 7/1 public comments
Date: Tuesday, July 1, 2025 1:00:07 PM

Hey Patti

I wanted to send email comments for the mtg this evening in case I can't make it. See below:

Council, I wanted to express publicly that I think the approach Council has taken with the appointment process for the open Council seat is terrific. It's transparent and it lets the public not only see the process but has allowed those that wish to do so, to participate.

Well done.
Susan Medrano
[REDACTED]

Sent from my iPhone

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: AnyBrooks 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

JUN 06 2025

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 OPTIONAL¹. 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

PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT²

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.)

6707 Overbrook Dr.

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

CITY

STATE

ZIP

Parker

TX

75002

CITY

STATE

ZIP

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

OCCUPATION (Do not leave blank)

DATE OF BIRTH

VOTER REGISTRATION VUID NUMBER³ (Optional)

CFO Russon Benefits

7/1/1966

TELEPHONE CONTACT INFORMATION (Optional)

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. <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 58 year(s) 0 month(s)
		IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED 12 year(s) 0 month(s)

¹If 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 _____, (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

Date Received

Date Accepted

(See Section 1.007)

Signature of Filing Officer or Designee

RECEIVED

JUN 06 2025

BY CITY SECRETARY
CITY OF PARKER

Exhibit 5

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: 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 AdjustmentsWHY 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?

2-26

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

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**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 OPTIONAL². Failure to provide required information may result in rejection of application.

APPLICATION FOR A PLACE ON THE COUNCIL appointment GENERAL ELECTION BALLOT			
CITY OF PARKER, SECRETARY			
<p>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.</p>			
OFFICE SOUGHT (Include any place number or other distinguishing number, if any.)		INDICATE TERM	
<u>City council member</u>		<input checked="" type="checkbox"/> FULL	<input type="checkbox"/> UNEXPIRED
FULL NAME (First, Middle, Last) <u>Melissa Darlene Tierce</u>		PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT ³ <u>Melissa Tierce</u>	
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 <u>Parker</u>	STATE <u>TX</u>	ZIP <u>75002</u>	CITY [REDACTED]
CITY [REDACTED]		STATE [REDACTED]	ZIP [REDACTED]
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.)		OCCUPATION (Do not leave blank) <u>homemaker</u>	DATE OF BIRTH <u>1/14/1971</u>
VOTER REGISTRATION VUID NUMBER ² (Optional) <u>1077080658</u>			
TELEPHONE CONTACT INFORMATION (Optional)			
Home: [REDACTED]	Office: [REDACTED]	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 <u>35</u> year(s) [REDACTED] month(s)	IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED <u>12</u> year(s) [REDACTED] month(s)
<p>*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.</p>			
<p>Before me, the undersigned authority, on this day personally appeared (name of candidate) <u>Melissa Tierce</u>, who being by me here and now duly sworn, upon oath says:</p> <p>"I, (name of candidate) <u>Melissa Tierce</u>, of <u>Collin</u> County, Texas, being a candidate for the office of <u>City Council</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."</p>			
 SIGNATURE OF CANDIDATE			
<p>Sworn to and subscribed before me this <u>1st</u> day of <u>June</u>, 2025, by <u>Melissa Tierce</u> (name of candidate)</p>			
<p><u>Liliana Jimenez</u> Printed Name of Officer Authorized to Administer Oath</p>			
<p>NOTARY Title of Officer Authorized to Administer Oath</p>			
<p>TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE</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 This document and \$ <u> </u> filing fee or a nominating petition of <u> </u> pages received.</p>			
<p>My Notary ID # 1234567890 RECEIVED FILING FEE (If Applicable) PAID BY: OF A MUNICIPAL FEE. Expires May 1, 2029</p>			
<p>Voter Registration Status Verified</p>			
Date Received		Date Accepted	
		(See Section 1.007)	
		Signature of Filing Officer or Designee	

RECEIVED

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.

Good evening. My name is Melissa Tierce. My family and I have had the joy of living in Parker for the past 12 years.

You might be asking why I put my application in for this open position, but haven't run for office before. First, it's the season.

Our only son graduated from college last year and is now running his own successful company and my husband sold his business last year and we are adjusting to him being retired.

When my son was young there was this movie titled "Robots". Well, one of the main characters was Mr. Bigweld and he was the head of Bigweld Industries, the supplier of spare robot parts in Robot City. His character would always say, "see a need, fill a need." Well, I began to realize this was exactly how I live.

- ◆ FROM being hired to build a development office from scratch for Prestonwood Christian Academy
- ◆ to starting a field trip group because I was homeschooling my son and wanted to explore with other moms and kids
- ◆ to forming a support group for those dealing with Eosinophilic Diseases because this was a new disease and there was nothing available
- ◆ to working with Denver Children's Hospital to change the hospital protocol's because my son's life was at risk
- ◆ to forming a foundation in memory of a friend that we lost too early
- ◆ to building and running a med-spa for my best friend because she asked
- ◆ to forming a local Arizona State University group for all the mamas who needed connection after our children moved 3 states away to college (and by the way, there's a lot more of us here than you'd think)
- ◆ and everything in between

I see there is a need to fill the vacant city council seat, and I would like to fill that need

I am the first to share that I do not have any previous government/political service experience. But, I do feel I learned a lot through Leadership Plano, Class XV and the Plano Citizens Police Academy. I also have a heart for people. I have strong leadership skills. I am honest and I have a desire to make my community, my home, the best it can be. But with this, I want you to know that I am eager to learn and have a desire to grow in knowledge of how Parker runs.

I desire to preserve the country feel and look of Parker. Our family was dreaming of owning land before we were blessed to move to Parker 12 years ago. And, Parker has such a charm you won't find in many places. I've enjoyed meeting so many lovely people through the Parker Women's Club

I desire fiscal responsibility and transparency in government and I believe it starts at the local level. After my husband retired I have come to understand now more than ever how important forming and following a budget is. If being due-diligent with my family's funds are important, the importance of doing so with the budget of the city is even greater.

I have a desire for effective city planning, and working with those cities that surround us

I always place the highest esteem in integrity and honesty in everything that I do

I desire to make a difference in my community and serving as the voice of Parker citizens would be a privilege to hold

I am sorry that travel did not allow me to be present there with you this evening, but I want you to know what an honor it is to even be considered for such an important task as serving on the Parker City Council.

Thank you

Patti Grey

Subject: FW: Resignation of position on Zoning Adjustment Committee & Rescinding Application for Open City Council Seat

From: Lee Pettle [REDACTED]

Sent: Tuesday, July 1, 2025 12:32 AM

To: Patti Grey [REDACTED]

Subject: Fw: Resignation of position on Zoning Adjustment Committee & Rescinding Application for Open City Council Seat

Sent from my T-Mobile 5G Device

Get [Outlook for Android](#)

From: Buddy Pilgrim [REDACTED]

Sent: Monday, June 30, 2025 7:29:58 PM

To: Lee Pettle [REDACTED]; Dawn Hedlund [REDACTED]

Subject: Re: Resignation of position on Zoning Adjustment Committee & Rescinding Application for Open City Council Seat

Hi Dawn,

This is unexpected. I'm sorry you feel the need or desire to do so. That said, thank you for the advance notice. Knowing this going in will make our selection job easier tomorrow.

Keep looking for ways to be involved in Parker. You have a lot you can contribute.

If I may ever be of assistance, please let me know.

For Parker,

Buddy Pilgrim
Mayor Pro Tem

Get [Outlook for iOS](#)

From: Lee Pettle [REDACTED]>

Sent: Monday, June 30, 2025 7:13:45 PM

To: Dawn Hedlund [REDACTED]; Buddy Pilgrim [REDACTED]

Subject: Re: Resignation of position on Zoning Adjustment Committee & Rescinding Application for Open City Council Seat

Hi Dawn,

I am sorry to learn of this. If you ever change your mind, please let me know. We almost always have open positions.

Lee

Sent from my T-Mobile 5G Device

Get [Outlook for Android](#)

From: Dawn Hedlund [REDACTED]

Sent: Monday, June 30, 2025 7:04:56 PM

To: Lee Pettle [REDACTED] Buddy Pilgrim [REDACTED]

Subject: Resignation of position on Zoning Adjustment Committee & Rescinding Application for Open City Council Seat

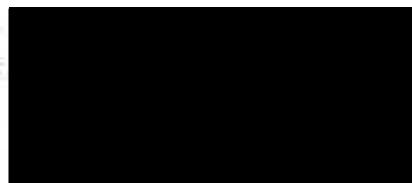
Dear Mayor Pettle and Mayor Pro Tem Pilgrim:

This email serves as a formal, written notice of my **resignation** from the Zoning Adjustment Committee, effective immediately.

I would also like to **rescind my application** for consideration to fill the city council seat vacated by Randy Kercho earlier last month.

Kind regards,

Law Office of Dawn R Hedlund, PLLC



HEDLUND

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APPLICATION FOR COUNCIL MEMBER APPOINTMENT

JUN 11 2025

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

**BY CITY SECRETARY
CITY OF PARKER**

NAME: Dawn R Hedlund

EMAIL: [REDACTED]

ADDRESS: 4001 Rolling Knolls Dr, 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/PM

CITY PARTICIPATION/INVOLVEMENT: See Footnotes^{1&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 on 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.

RECEIVED

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 <u>CITY COUNCIL MEMBER</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>OPEN CITY COUNCIL SEAT</u>		INDICATE TERM <input checked="" type="checkbox"/> FULL <input type="checkbox"/> UNEXPIRED
FULL NAME (First, Middle, Last) <u>DAWN R. HEDLUND</u>		PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT* <u>DAWN R. HEDLUND</u>
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.) <u>4001 ROLLING BROOKS DR</u>		
CITY <u>PARKER</u>	STATE <u>TX</u>	ZIP <u>75002</u>
CITY <u></u>		STATE <u></u>
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.) <u></u>		OCCUPATION (Do not leave blank) <u>ATTORNEY</u>
DATE OF BIRTH <u>2/2/72</u>		VOTER REGISTRATION VUID NUMBER ² (Optional) <u></u>
TELEPHONE CONTACT INFORMATION (Optional)		
Home: <u></u>	Office: <u></u>	Cell: <u></u>
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		<small>IN THE STATE OF TEXAS</small> <u>5</u> year(s) <u>1</u> month(s)
		<small>IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED</small> <u>5</u> year(s) <u>1</u> 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>		
<small>Before me, the undersigned authority, on this day personally appeared (name of candidate), <u>DAWN R HEDLUND</u>, who being by me here and now duly sworn, upon oath says:</small> <small>"I, (name of candidate) <u>DAWN R. HEDLUND</u>, of <u>Collins</u> County, Texas, being a candidate for the office of <u>PARKER CITY COUNCIL</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."</small>		
<small>X <u>6/11/2025</u></small>		
SIGNATURE OF CANDIDATE		
<small>Sworn to and subscribed before me this <u>11th</u> day of <u>JUNE</u>, <u>2025</u>, by <u>DAWN HEDLUND</u>.</small>		
<small>(day) (month) (year) (name of candidate)</small>		
<small>Signature of Officer Authorized to Administer Oath⁴ <u>ANNA JACKSON</u> Title of Officer Authorized to Administer Oath <u>NOTARY</u></small>		
<small>Printed Name of Officer Authorized to Administer Oath <u>ANNA JACKSON</u> My Notary ID # 133250435 Expires August 4, 2025</small>		
<small>TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE. US MAIL</small>		
<small><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.</small>		
<small>This document and \$ <u> </u> filing fee or a nominating petition of <u> </u> pages received. <input type="checkbox"/> Voter Registration Status Verified</small>		
<small>Date Received <u> </u> Date Accepted <u> </u></small>		<small>(See Section 1.007) Signature of Filing Officer or Designee</small>

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: 4206 GLEN MEADOWS

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		
<p>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.</p>		
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.) 4206 OPEN MEADOWS DRIVE		
CITY PARKER	STATE TX	ZIP 75002
CITY PARKER	STATE TX	ZIP 75002
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.)	OCCUPATION (Do not leave blank) HUMAN RESOURCES	DATE OF BIRTH 9/26/59
VOTER REGISTRATION VUID NUMBER (Optional)		
TELEPHONE CONTACT INFORMATION (Optional) ATTORNEY Cell: _____ Home: _____ Office: _____		
FELONY CONVICTION STATUS (You MUST check one)		
<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		
LENGTH OF CONTINUOUS RESIDENCE AS OF DATE THIS APPLICATION WAS SWORN IN THE STATE OF TEXAS 15 year(s) 2 month(s) 7 year(s) 1 month(s) IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED		
<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>		
X Frank G. Mellino SIGNATURE OF CANDIDATE		
<p>Sworn to and subscribed before me this the <u>13th</u> day of <u>JUNE</u>, <u>2025</u>, by FRANK G. MELLINO. <small>(name of candidate)</small></p>		
<p><u>ANNA JACKSON</u> <small>Signature of Officer Authorized to Administer Oath⁴</small></p>		
<p>NOTARY <small>Title of Officer Authorized to Administer Oath</small></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>RECEIVED <small>(See Section 1.007)</small> JUN 12 2025</p>		
Date Received <small>____/____/____</small>	Date Accepted <small>____/____/____</small>	Signature of Filing Officer or Designee <small>_____ BY CITY SECRETARY CITY OF PARKER</small>

Frank G. Merlino



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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JUN 12 2025

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 Haines, 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

RECEIVED

JUN 12 2025

**BY CITY SECRETARY
CITY OF PARKER**

Exhibit 8

APPLICATION FOR COUNCIL MEMBER APPOINTMENT

RECEIVED

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: 3901 Sycamore Lane
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 councilWHY 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?

RECEIVED

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

T^Y SECRETARYALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL¹. Failure to provide required information may result in denial of application.

OUT OF TERM

APPLICATION FOR A PLACE ON THE City of Parker 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

Council Member

 FULL UNEXPIRED

FULL NAME (First, Middle, Last)

Aubree Nicole Marino

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.)

3901 Sycamore Lane

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

3901 Sycamore Lane

CITY

Parker

STATE

TX

ZIP

75002

CITY

Parker

STATE

TX

ZIP

75002

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

OCCUPATION (Do not leave blank)

DATE OF BIRTH

VOTER REGISTRATION VUID NUMBER² (Optional)

2113 11985

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

 I have not been finally convicted of a felony.

IN THE STATE OF TEXAS

20 year(s)

IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED

11 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

month(s)

10 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) Aubree Marino, who being by me here and now duly sworn, upon oath says:

"I, (name of candidate) Aubree Marino, of Collin County, Texas, being a candidate for the office of Council Member, 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 Liliana Jimenez

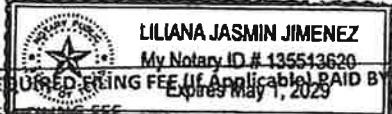
SIGNATURE OF CANDIDATE

Sworn to and subscribed before me this the 12th day of June, 2025, by Aubree Marino, (name of candidate)

Liliana Jimenez
 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 FILING FEE

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

Voter Registration Status Verified

Date Received

Date Accepted

Signature of Filing Officer or Designee

RECEIVED

JUN 12 2025

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

Exhibit 9

NAME: Marcos Arias

EMAIL: [REDACTED]

ADDRESS: 3605 Hogge Drive
Parker TX, 75002

PHONE NO.: [REDACTED]

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?

RECEIVED

JUN 12 2025

2-16
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** **CITY OF PARKER**

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>2025</u>		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.)		<input type="checkbox"/> INDICATE TERM <input type="checkbox"/> FULL <input checked="" type="checkbox"/> UNEXPIRED	
Parker City Council FULL NAME (First, Middle, Last)		PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT*	
Marcos Arias		Marcos Arias	
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.)			
3605 Hogge Drive			
CITY	STATE	ZIP	CITY
Parker	TX	75002	STATE ZIP
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.)		OCCUPATION (Do not leave blank)	DATE OF BIRTH
		Graphic Designer / Volunteer	1/30/88
VOTER REGISTRATION VUID NUMBER ² (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 type="checkbox"/> I have not been finally convicted of a felony.		IN THE STATE OF TEXAS 37 year(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.		IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED 32 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), _____, 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			
_____ / _____ / _____		_____ / _____ / _____	
Date Received		Date Accepted	
(See Section 1.007)			
Signature of Filing Officer or Designee			



Council Agenda Item

Budget Account Code: Not applicable	Meeting Date: See above.
Budgeted Amount: Not applicable	Department/ Requestor: Council
Fund Balance-before expenditure: Not applicable	Prepared by: ACA/CS Scott Hull for Police Chief Kenneth Price
Estimated Cost: Not applicable	Date Prepared: November 6, 2025
Exhibits:	<ol style="list-style-type: none"> 1. <u>Proposed Ordinance (clean)</u> 2. <u>Proposed Ordinance (with edits)</u> 3. <u>Fact Sheet</u> 4. <u>PowerPoint</u>

AGENDA SUBJECT

CONSIDERATION, DISCUSSION, DIRECTION TO STAFF, 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

This item allows for action by council to adopt the ordinance. However, it is anticipated that Council will indicate their preferences on specific issues within the ordinance such that staff can make any necessary revisions to allow for further consideration on the 12/16 agenda. The Council may adopt the ordinance as written or with changes; take no action; postpone to a date certain; or direct staff to redraft with considerations provided by the Council.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Kenneth Price</i>	Date:	11/06/2025
City Attorney:	<i>Catherine Clifton</i>	Date:	11/24/2025 via Municode
City Administrator:	<i>Kent Manton</i>	Date:	11/24/2025 via Municode

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 reasonable person with ordinary 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 receiving property line: or
- (2) Such sound is plainly audible by any peace officer or other enforcement agent located at least thirty (30) feet away from the receiving property line: 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, ears, 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 30TH DAY OF SEPTEMBER, 2025.**

CITY OF PARKER, TEXAS:

Lee Pettle, MAYOR

ATTEST:

Patti Scott Hull, City Secretary

APPROVED AS TO LEGAL FORM:

Catherine Clifton, City Attorney

Proposed

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 reasonable person with ordinary 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 receiving property line: or
- (2) Such sound is plainly audible by any peace officer or other enforcement agent located at least thirty (30) feet away from the receiving property line: 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 30TH DAY OF September, 2025.

CITY OF PARKER, TEXAS:

Lee Pettle, MAYOR

ATTEST:

Patti Scott Hull, City Secretary

APPROVED AS TO LEGAL FORM:

Catherine Clifton, City Attorney

Proposed

Proposed Noise Ordinance Fact Sheet:

There is a new City of Parker Noise Ordinance currently proposed. There have been a lot of questions & misinformation circulating regarding the proposed noise ordinance so the Noise Committee developed this Frequently Asked Questions Fact Sheet to address common questions.

Do we currently have a noise ordinance?

Yes, it can be found at this link:

https://codelibrary.amlegal.com/codes/parker/latest/parker_tx/0-0-0-1174

Where can I read a copy of the new proposed Noise Ordinance?

June 17, 2025 Council Meeting, Agenda Item 4. Pages 25-33

<https://www.parkertexas.us/ArchiveCenter/ViewFile/Item/3944>

Where can I view the presentation given by Police Chief Price & the Noise Committee to the City Council?

June 17, 2025 Council Meeting, Agenda Item 4. Pages 34-45

<https://www.parkertexas.us/ArchiveCenter/ViewFile/Item/3944>

Who Organized this Noise Committee?

On July 2, 2024 City Council Agenda Item 8. Page 4 & 5. Council members Fecht, Pilgrim, Reed, Kercho and Noe voted unanimously to form the committee to review Parker's Noise Ordinance.

<https://www.parkertexas.us/ArchiveCenter/ViewFile/Item/3701>

What are the limitations of the current Noise Ordinance?

- The current ordinance relies on sound meter (decibel level) readings and does not provide police with the discretion to issue violations using their best judgment.
- The current ordinance also has decibel levels that are fairly generous to accommodate South Fork and Cross Creek events. However, the levels are not appropriate for the majority of residential Parker neighborhoods.

How was the proposed Noise Ordinance developed?

- The Noise Committee evaluated and discussed Parker noise complaints from police records, along with review of complaints posted on social media, reported to the Mayor and personal experiences of committee members.
- The Committee invited Southfork Ranch and Cross Creek Ranch to open Committee meetings to learn their business practices, how they handle noise and solicit their input.
- The Committee extensively reviewed noise ordinances of other cities in the area.
- The Committee decided to originally use City of Allen's ordinance as a template for the new ordinance because it had been recently updated. The City Prosecutor also recommended the committee also look at City of Garland's ordinance. These two were used as the basis of the proposed ordinance.

- Mr. Kercho and Police Chief Price met with the City of Allen Police chief to discuss their noise ordinance.
- The Committee worked with the city attorney and prosecuting attorney prior to, during, and after the completion of the proposed draft of the new noise ordinance.
- The Committee has met thirteen (13) times in the last year (as of 7/1/25). All meetings have been posted, open to the public and advertised during Council meetings and in Mayor's updates. Most have been audio recorded and are available on the website.

What has changed from our old ordinance to the new proposed ordinance?

- Provides Police Officers the ability to enforce the noise ordinance without a sound meter (decibel level) reading
- Changes the Daytime hours from 6am-11pm to 7am-10pm
- Provides a list presumptive noise nuisances
- Provides a list of Exemptions to noise offenses
- Better establishes noise meter usage
- Establishes decibel levels of 65 db daytime and 58 db nighttime. Previously, the limits were 75 db daytime and 65 db at night.

What are some other cities' decibel levels?

- Allen 65 daytime, 58 nighttime
- Murphy 60 daytime, 50 nighttime
- Plano 65 daytime, 55 nighttime
- Garland 55-65 daytime, 50-60 nighttime

What are some other cities' daytime hours?

- Allen 7am-10pm
- Fairview 7am-10pm
- Garland 7am-10pm
- McKinney 6am-9pm
- Murphy 7am-9pm
- Plano 7am-10pm
- Sasche 7am-10pm

Are there other Cities that use the “reasonable person” standard in their Noise Ordinance?

Dallas, Allen, Austin, Fairview, Garland, Lucas, McKinney, Murphy, Richardson, Sachse, San Antonio, Wylie

Are there any exemptions from the Noise Nuisances during daytime hours?

Yes! Building Construction, Street Construction, Refuse Vehicles, Loading and unloading operations, Truck Idling, Vehicle repairs and testing, maintaining your property (mowing, edging, roof/fence repairs, etc.), residential generators used in a testing period.

Are there any exemptions to the noise ordinance?

Yes! Emergency vehicles, emission of sound for the purpose of alerting people to an emergency, sound 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, sound generated by spectators and participants of outdoor event, race, festival or a concert sponsored by the city. Sound generated by fireworks permitted by the city, sound generated by the governmental body in the performance of a governmental function, sound produced by the operation of properly maintained residential air conditioning, ventilating, heating devices or pool equipment, the sound of a residential generator during power outage.

Will sounds from my animals violate the proposed ordinance?

-The ordinance applies if the animals are frequent or habitual noisemakers, or unreasonably disturb your neighbors. This does not mean that if your dog occasionally barks, you are in violation. If your dog barks all day everyday, that might qualify as frequent, habitual and unreasonable.

The crickets, cicadas and coyotes in my backyard can be loud. Will I be in violation? No, these are not owned, kept, possessed, or harbored animals.

Can I mow my yard and maintain my property?

Of course! During Daytime hours (7am-10pm), maintaining your property/house is expected and allowed.

Do Council and the Mayor have to follow this proposed ordinance?

Absolutely, as they are citizens who have the same rules as everyone else. The governmental body is exempt only when performing a governmental function, such as road repair.

How did you arrive at the maximum fine of \$2,000?

The current ordinance has a maximum fine of \$2,000. The new proposed ordinance does not change that.

Has the proposed ordinance been reviewed by an attorney?

Yes, it has been reviewed by the City Attorney and City Prosecutor.

Has this document been passed by the City Council?

Not yet. It was presented to Council at the June 17, 2025 meeting. Council made three recommendations for further discussion to the Committee.

- Evaluate a minimum fine as the proposed ordinance only lists a maximum fine.
- Evaluate the distance requirement the noise can be heard from.
- Who would receive the citation should one be issued in different circumstances.

Can I still send in my comments on this issue?

Yes. Please send in your comments to the Mayor or any of the city council members. Please read the proposed ordinance thoroughly before commenting.



Noise Ordinance

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.

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 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
Wylie	55dB(A)	50dB(A)

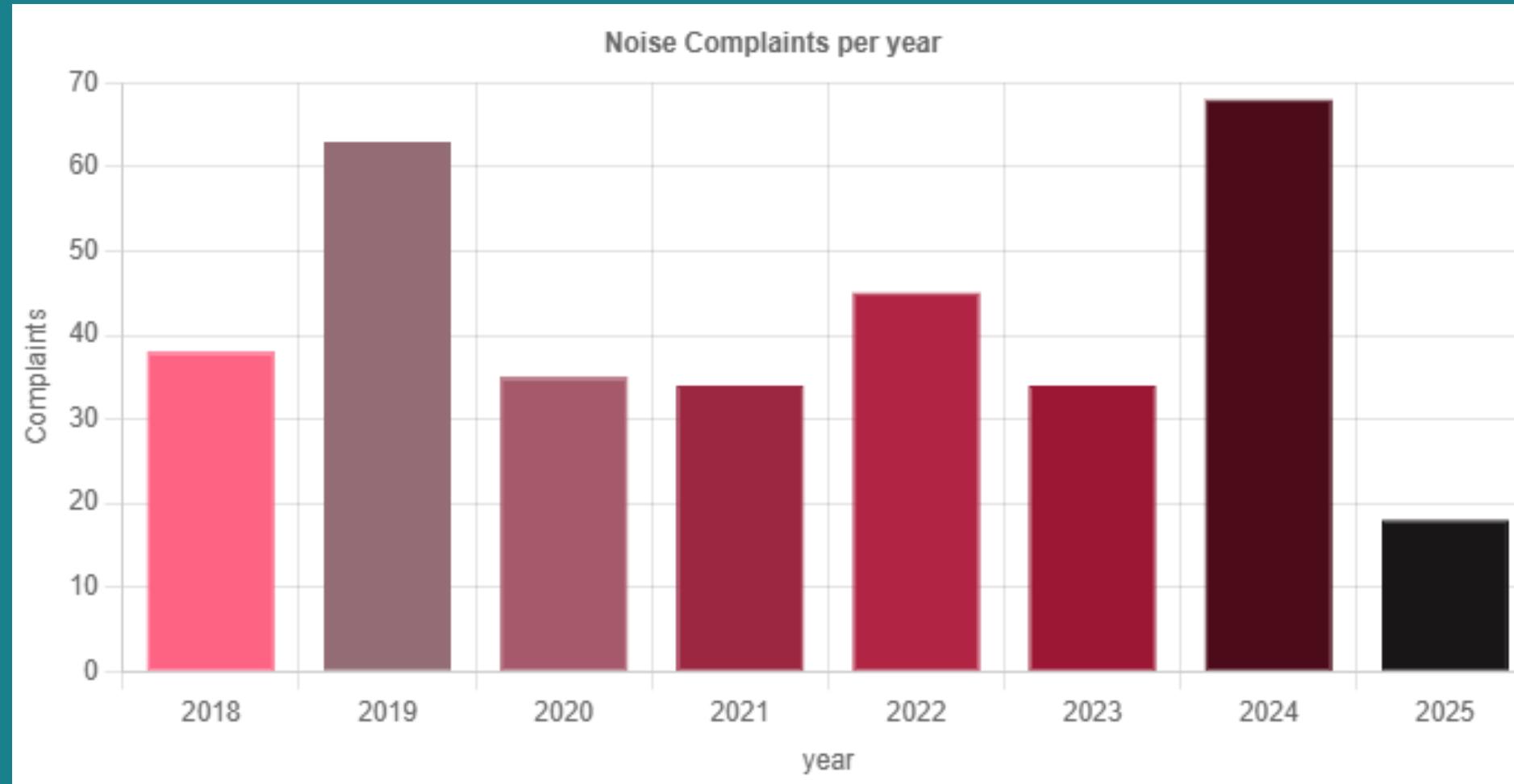
Daytime Hours

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

Noise complaint trends



Noise complaint data January 2018 to June 2025

- 345 Calls over loud noise
- 63 calls for loud noise at Southfork Ranch
- Approximately 4.42 noise complaints per month
- 4 warning given and no citations

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**

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:	Republic Services Inc.
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Hull for City Administrator Manton
Estimated Cost:	Date Prepared:	November 17, 2025
Exhibits :	<ol style="list-style-type: none"> 1. <u>Proposed Resolution w- Exhibit A</u> 2. <u>CPI Table</u> 3. <u>Res. No. 2024-820 (Solid Waste Rates and Fees Adjustment) - Increase</u> 4. <u>Res. No. 2023-774 (Solid Waste Rates and Fees Adjustment) - Increase</u> 5. <u>Res. No. 2023-724 (Solid Waste Rates and Fees Adjustment) - Increase</u> 6. <u>Res. No. 2021-685 (2022 Solid Waste Agreement)</u> 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-873, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT.

SUMMARY

In December of 2021 the City of Parker executed a contract with Republic Service Inc. The Contract permits Republic to request a rate adjustment to the monthly service charge not more often than once per year to reflect changes in operating costs or increased costs due to (i) changes in location of disposal facilities, (ii) increase in disposal costs after the first year of the contract, (iii) increased fuel costs, or changes in local, state, or, federal statutes, rules, ordinances, regulations, or other laws. This action is to increase the rate for 2026.

POSSIBLE ACTION

City Council may approve, deny, postpone to request additional information, or direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Hull</i>	Date:	11/17/2025
Finance Review:	<i>Grant Savage</i>	Date	11/17/2025 via Municode
City Attorney:	<i>Catherine Clifton</i>	Date:	11/18/2025 via Municode
City Administrator:	<i>Kent Manton</i>	Date:	11/20/2025 via Municode

RESOLUTION NO. 2025-873
(*Republic Waste Services Rate Adjustment*)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING A RATE ADJUSTMENT FOR ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF PLANO PURSUANT TO THE WASTE COLLECTION AND DISPOSAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2021-685, the City approved and entered into a Waste Collection and Disposal Agreement (the “Agreement”) with Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano (“Republic”); and

WHEREAS, the City approved a rate adjustment as reflected in Exhibit A for 2025 through Resolution No. 2024-820 in accordance with the original agreement; and

WHEREAS, Section 5.B of the Contract permits Republic to request a rate adjustment to the monthly service charge not more often than once per year to reflect changes in operating costs or increased costs due to (i) changes in location of disposal facilities, (ii) increase in disposal costs after the first year of the contract, (iii) increased fuel costs, or (iv) changes in local, state, or, federal statutes, rules, ordinances, regulations, or other laws; and

WHEREAS, Republic has requested a rate adjustment effective January 1, 2026 as shown on Exhibit A; and

WHEREAS, the City cannot unreasonably withhold approval of the rate adjustment; and

WHEREAS, the City finds that the rate adjustment meets the terms of the Contract 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 rate adjustment as shown in Exhibit A is approved.

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

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 2nd day of December, 2025.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Hull, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, City Attorney

Proposed



Mayor Pettle
City of Parker
5700 East Parker Road
Parker, TX. 75002

Re: Price Increase Request

Dear Mayor,

Republic Services wishes to thank the City of Parker for the opportunity to be the provider of choice for your solid waste, recycling, and disposal services. We enjoy working with the community and look forward to continuing our partnership for years to come.

This letter is to notify you of the annual rate adjustment for your city. Per the terms of the contract, we may request an adjustment to reflect changes in cost of doing business, and operating cost from year over year.

Per our agreement, we have utilized the Consumer Price Index (water sewer trash) 12 month average which averaged 5.05%.

We trust that you will agree that our service provides your community with superior quality solid waste and recycling collection. We look forward to our continued partnership.

Sincerely,

Rick Bernas
Division Municipal Services Manager

Consumer Price Index for All Urban Consumers (CPI-U)**Original Data Value****Series Id:** CUUR0000SEHG**Not Seasonally Adjusted****Series Title:** Water and sewer and trash collection services in U.S. city average,**Area:** U.S. city average**Item:** Water and sewer and trash collection services**Base Period:** DECEMBER 1997=100**Years:** 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244	319.403	
2024	2401.247			3569.818					
	1168.571			3750.113					
2025	2522.411				5.05%				
	1227.702								

Oct	Nov	Dec	HALF1	HALF2
216.380	217.004	217.386		
223.420	224.399	224.745		
230.614	231.522	231.842		
238.936	241.774	242.204	234.760	239.509
246.741	247.364	247.567	242.969	246.345
254.781	255.650	256.456	250.331	254.588
264.278	264.580	265.365	259.202	263.748
276.892	277.824	278.464	270.076	276.337
291.683	292.694	292.915	284.687	291.425
306.336	308.015	308.234	299.305	305.520
				314.127

City of Parker
Base Rates 12/01/21

Residential	
Residential Service 1x a week (2 carts)	\$ 12.27
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.18
Recycling Service	\$ 5.68
Additional cart	\$ 8.52
Carry Out Service	\$ 20.13
Extra Cart Carry Out Service	\$ 11.39
Special bulk services - per hour	\$ 95.00
Replacement recycle cart	\$ 50.00

Commercial	
Size	1x
8-yd	\$ 153.34
	2x
	\$ 255.88
	3x
	4x
	5x
	6x
	Extra
Delivery	\$ 132.61
Removal	\$ 132.61
Relocate	\$ 132.61
Exchange	\$ 132.61
Extra Yards (per yard)	\$ 43.50
Casters (per collection, per container)	\$ 5.30
Locks (per collection, per container)	\$ 2.66
Enclosures (per collection, per container)	\$ 2.66

Industrial					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 132.61	\$ 3.50	\$ 106.46	\$ 240.96	\$ 35.00
Removal	132.61			Wash	265.23
Dry Run	180.35			Liner	\$ 37.13
Relocate	132.61				

City Services	
City Hall - 4 Free rolloffs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
\$ 240.96	\$ 35.00

City of Parker
Base Rates 01/01/2023

Residential	
Residential Service 1x a week (2 carts)	12.82
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.28
Recycling Service	5.93
Additional cart	8.90
Carry Out Service	21.02
Extra Cart Carry Out Service	11.90
Special bulk services - per hour	99.23
Replacement recycle cart	52.23

Commercial							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	160.16	267.27	-	-	-	-	-
Delivery	138.51						
Removal	138.51						
Relocate	138.51						
Exchange	138.51						
Extra Yards (per yard)	45.44						
Casters (per collection, per container)	5.54						
Locks (per collection, per container)	2.78						
Enclosures (per collection, per container)	2.78						

Industrial					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	138.51	3.66	111.20	251.68	36.56
Removal	138.51			Wash	277.03
Dry Run	188.38			Liner	38.78
Relocate	138.51				

City Services	
City Hall - 4 Free rolloffs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
251.68	36.56

City of Parker
Base Rates 01/01/2024

Residential	
Residential Service 1x a week (2 carts)	13.49
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.40
Recycling Service	6.24
Additional cart	9.36
Carry Out Service	22.12
Extra Cart Carry Out Service	12.52
Special bulk services - per hour	104.39
Replacement recycle cart	54.94

Commercial							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	168.49	281.16	-	-	-	-	-
Delivery	145.71						
Removal	145.71						
Relocate	145.71						
Exchange	145.71						
Extra Yards (per yard)	47.80						
Casters (per collection, per container)	5.82						
Locks (per collection, per container)	2.92						
Enclosures (per collection, per container)	2.92						

Industrial					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	145.71	3.85	116.98	264.75	38.46
Removal	145.71			Wash	291.44
Dry Run	198.17			Liner	40.80
Relocate	145.71				

City Services	
City Hall - 4 Free rolloffs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
264.75	38.46

City of Parker
Base Rates 01/01/2025

Residential	
Residential Service 1x a week (2 carts)	14.17
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.52
Recycling Service	6.55
Additional cart	9.83
Carry Out Service	23.23
Extra Cart Carry Out Service	13.14
Special bulk services - per hour	109.62
Replacement recycle cart	57.69

Commercial							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	176.93	295.25	-	-	-	-	-
Delivery	153.01						
Removal	153.01						
Relocate	153.01						
Exchange	153.01						
Extra Yards (per yard)	50.19						
Casters (per collection, per container)	6.12						
Locks (per collection, per container)	3.07						
Enclosures (per collection, per container)	3.07						

Industrial					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	153.01	4.04	122.84	278.01	40.39
Removal	153.01			Wash	306.04
Dry Run	208.10			Liner	42.84
Relocate	153.01				

City Services	
City Hall - 4 Free rolloffs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
278.01	40.39

Password =Parker

City of Parker
Base Rates 12/01/21

Residential Service 1x a week (2 carts)	\$ 12.27
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.18
Recycling Service	\$ 5.68
Additional cart	\$ 8.52
Carry Out Service	\$ 20.13
Extra Cart Carry Out Service	\$ 11.39
Special bulk services - per hour	\$ 95.00
Replacement recycle cart	\$ 50.00

Commercial and Industrial base rates

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 153.34	\$ 255.88					

Delivery	\$ 132.61
Removal	\$ 132.61
Relocate	\$ 132.61
Exchange	\$ 132.61
Extra Yards (per yard)	\$ 43.50
Casters (per collection, per container)	\$ 5.30
Locks (per collection, per container)	\$ 2.66
Enclosures (per collection, per container)	\$ 2.66

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 132.61	\$ 3.50	\$ 106.46	\$ 240.96	\$ 35.00

Removal	132.61	Wash	265.23
Dry Run	180.35	Liner	\$ 37.13
Relocate	132.61		

City Services

City Hall - 4 Free rolloffs per year / city events

(1) 30-yd rolloff City Hall usage - Free

Additional Rolloff

Haul Rate	Disposal per ton
\$ 240.96	\$ 35.00

City of Parker
Base Rates 12/01/22

CPI % **4.450%**
1.0445

Residential Service 1x a week (2 carts)	\$ 12.82
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.28
Recycling Service	\$ 5.93
Additional cart	\$ 8.90
Carry Out Service	\$ 21.03
Extra Cart Carry Out Service	\$ 11.90
Special bulk services - per hour	\$ 99.23
Replacement recycle cart	\$ 52.23

Commercial and Industrial base rates

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 160.16	\$ 267.27	\$ -	\$ -	\$ -	\$ -	\$ -

Delivery	\$ 138.51
Removal	\$ 138.51
Relocate	\$ 138.51
Exchange	\$ 138.51
Extra Yards (per yard)	\$ 45.44
Casters (per collection, per container)	\$ 5.54
Locks (per collection, per container)	\$ 2.78
Enclosures (per collection, per container)	\$ 2.78

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 138.51	\$ 3.66	\$ 111.20	\$ 251.68	\$ 36.56

Removal	\$ 138.51	Wash	\$ 277.03
Dry Run	\$ 188.38	Liner	\$ 38.78
Relocate	\$ 138.51		

City Services

City Hall - 4 Free rolloffs per year / city events

(1) 30-yd rolloff City Hall usage - Free

Additional Rolloff

Haul Rate	Disposal per ton
\$ 251.68	\$ 36.56

City of Parker
Base Rates 12/01/23

CPI % **5.200%**
1.052

Residential Service 1x a week (2 carts)	\$ 13.49
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.40
Recycling Service	\$ 6.24
Additional cart	\$ 9.36
Carry Out Service	\$ 22.12
Extra Cart Carry Out Service	\$ 12.52
	\$ 104.39
Replacement recycle cart	\$ 54.94

Commercial and Industrial base rates

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 168.49	\$ 281.16	\$ -	\$ -	\$ -	\$ -	\$ -

Delivery	\$ 145.71
Removal	\$ 145.71
Relocate	\$ 145.71
Exchange	\$ 145.71
Extra Yards (per yard)	\$ 47.80
Casters (per collection, per container)	\$ 5.82
Locks (per collection, per container)	\$ 2.92
Enclosures (per collection, per container)	\$ 2.92

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 145.71	\$ 3.85	\$ 116.98	\$ 264.75	\$ 38.46

Removal	\$ 145.71	Wash	\$ 291.44
Dry Run	\$ 198.17	Liner	\$ 40.80
Relocate	\$ 145.71		

City Services

City Hall - 4 Free rolloffs per year / city events

(1) 30-yd rolloff City Hall usage - Free

Additional Rolloff

Haul Rate	Disposal per ton
\$ 264.75	\$ 38.46

City of Parker
Base Rates 12/01/24

CPI % **5.010%**
1.0501

Residential Service 1x a week (2 carts)	\$ 14.17
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.52
Recycling Service	\$ 6.55
Additional cart	\$ 9.83
Carry Out Service	\$ 23.23
Extra Cart Carry Out Service	\$ 13.14
Special bulk services - per hour	\$ 109.62
Replacement recycle cart	\$ 57.69

Commercial and Industrial base rates

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 176.93	\$ 295.25	\$ -	\$ -	\$ -	\$ -	\$ -

Delivery	\$ 153.01
Removal	\$ 153.01
Relocate	\$ 153.01
Exchange	\$ 153.01
Extra Yards (per yard)	\$ 50.19
Casters (per collection, per container)	\$ 6.12
Locks (per collection, per container)	\$ 3.07
Enclosures (per collection, per container)	\$ 3.07

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 153.01	\$ 4.04	\$ 122.84	\$ 278.01	\$ 40.39

Removal	\$ 153.01	Wash	\$ 306.04
Dry Run	\$ 208.10	Liner	\$ 42.84
Relocate	\$ 153.01		

City Services

City Hall - 4 Free rolloffs per year / city events

(1) 30-yd rolloff City Hall usage - Free

Additional Rolloff

Haul Rate	Disposal per ton
\$ 278.01	\$ 40.39

City of Parker
Base Rates 12/01/25

CPI % **0.000%**

1

Residential Service 1x a week (2 carts)	\$ 14.17
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.52
Recycling Service	\$ 6.55
Additional cart	\$ 9.83
Carry Out Service	\$ 23.23
Extra Cart Carry Out Service	\$ 13.14
Special bulk services - per hour	\$ 109.62
Replacement recycle cart	\$ 57.69

Commercial and Industrial base rates

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 176.93	\$ 295.25	\$ -	\$ -	\$ -	\$ -	\$ -

Delivery	\$ 153.01
Removal	\$ 153.01
Relocate	\$ 153.01
Exchange	\$ 153.01
Extra Yards (per yard)	\$ 50.19
Casters (per collection, per container)	\$ 6.12
Locks (per collection, per container)	\$ 3.07
Enclosures (per collection, per container)	\$ 3.07

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 153.01	\$ 4.04	\$ 122.84	\$ 278.01	\$ 40.39

Removal	\$ 153.01	Wash	\$ 306.04
Dry Run	\$ 208.10	Liner	\$ 42.84
Relocate	\$ 153.01		

City Services

City Hall - 4 Free rolloffs per year / city events

(1) 30-yd rolloff City Hall usage - Free

Additional Rolloff

Haul Rate	Disposal per ton
\$ 278.01	\$ 40.39

EXHIBIT A**SOLID WASTE PRICING****Solid Waste and Recycling Rates****SOLID WASTE**

1x a week MSW: 2 carts \$12.27

Recycle Collection

1x a week: 1 cart \$5.68

Brush/Bulk

Monthly – 10-yard max. \$2.18

(4 foot sections neatly stacked)

Extra Cart \$8.52

Carry Out Services

1xwk: 2 carts \$20.13

Extra carryout additional carts \$11.39

Special bulk services - \$95.00 and hour

City Hall – 4 free rolloffs per year / city events

One - 30-yard rolloff City Hall usage Free

Additional Rolloff containers \$240.96 plus \$35.00 a ton

8-yard container – 1 time per week \$153.34

8-yard container – 2 times per week \$255.88

Supplemental Rates – Commercial and Industrial**Frontload**

DEL – delivery \$132.61

EXC- Exchanges \$132.61

EXY extra Yardage outside container \$43.50 per yard

REL relocates \$132.61

REM – removal \$132.61

LRN locks \$2.66 per service

GAT- gate \$2.66 per service

CAS- casters \$5.30 per pick up

Industrial Rolloff - 30 yard container \$240.96 plus \$ 35.00 per ton

Industrial Rolloff

DEL – delivery \$132.61

DRY- dry run \$180.35

Liner \$27.13

Line 337.13

REL- relocate \$132.61
REM- removal \$132.61
Rental - \$105.00 monthly - \$3.50 daily
WAS- washout \$265.23

3. Collection and Processing. City shall pay Company a rate of \$5.68 per Unit, \$2 collection and \$2.96 for processing of Recyclable Materials from [Residential Units, Facilities, Small Commercial Units, Large Commercial Units, Industrial Permar Industrial Temporary Units]. City's Collection and Processing rate assumes that, on average, Recyclable Material consists of no more than 20% Unacceptable Material (the "Unacceptable Material Threshold"). The Collection and Processing rate is subject to Rate Adjustment forth in Section 7 of the Agreement.

G. City Shall Pay Contractor-\$125.00 /hour, plus disposal for all work to collect additional volumes of Garbage and Rubbish resulting from severe weather or other emergency situations. The City may take any alternative actions deemed necessary by the Council under federal, state or local emergency rules or regulations. Any missed trash pick ups due to a Force Majeure will be adjusted immediately upon the termination of the reasoning and pick up will be adjusted.

S. Recycling Container: Recycling Container means a plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of not less than five (95) gallons provided by Contractor. All Recycling Containers and other equipment that Contractor furnishes under this Agreement shall remain Contractor's property. City and Customers shall use the equipment only for its proper and intended purpose.

Customer shall not overload (by weight or volume), remove or alter the equipment. The Contractor shall be entitled to charge the Customer replacement costs for each Recycling Container that is lost, stolen, destroyed, or requested after a residential Customer is initially issued a Recycling Container. Residential Customers may receive one additional Recycling Container at an additional fee of \$50.00. Customer is not required to pay for damage to Contractor's equipment.

1.73 for the
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The term of this Agreement shall begin as of the Effective Date (defined on the si below) and shall continue through December 31, 2026, except as it may be extended below. On or before October 1, 2026 (the "Termination Notice Deadline"), either provide written notice to the other party that it intends to terminate this A "Termination Notice") effective December 31, 2026 (the "Termination Date"). If a Termination Notice is given on or before October 1, 2026, then the term of this Agreement shall be extended until December 31, 2031.

SECTION 11.

TERMINATION

If either party breaches any material provision of this Agreement and such breach is substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. Upon termination, the City shall pay Contractor only such charges and fees for the work performed on or before the termination effective date and Contractor shall collect its and Contractor shall have no further obligation to perform any Services under this Agreement. Any notice required by this Section 11 shall be sent by registered or certified mail to the address set forth below in Section 12(h) with specific reasoning in support of the breaching party's claim that the alleged breaching party has substantially breached a provision of this Agreement. Upon termination or expiration of this Agreement, amounts due hereunder (up to the date of termination or expiration) by either party to the other shall be paid in accordance with the provisions of this Agreement, less any amounts due to the non-breaching party as a result of the breach of this Agreement.

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SECTION 5.

CHARGES

A. Residential: City and Contractor agree that the initial residential monthly charge for household waste, monthly recycling charge and monthly brush and yard waste charge shall be as provided in Exhibit A and Attachment 1 to this Agreement, which is hereto and incorporated herein by reference.

B. Base Rate Adjustments: Upon request by Contractor but not more often than once per calendar year, the City will consider adjustments to the monthly service charge or of monthly customer charges above the levels then in effect, to reflect changes in operating costs of Contractor or increased costs due to: (i) changes in location of disposal facilities (ii) changes in disposal costs after the first year of the contract (iii) increased fuel costs; or (iv) changes in state, or federal statutes, rules, ordinances, regulations, or other laws. Any proposed adjustment shall be subject to the City Council approval, which shall not be unreasonably withheld or delayed. Contractor shall give the City of Parker forty five (45) days' notice of any proposed price increase.

I. Annual Increase: Contractor shall increase/decrease the rates for all services on each anniversary of the Effective Date of this Agreement in an amount equal to the annual increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Solid Waste Collection Services) U.S. City Average, as published by United States Department of Commerce, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve months preceding.

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C. Government Fees: Contractor shall be entitled to petition the City Council to immediate pass through of any fees or taxes hereafter imposed by federal, state, or local government agencies, which are payable to said agency by reason of the nature of the services conducted by Contractor in the operation of a sanitary Landfill.

D. Approval Required: Except as provided above, the City Council shall have final authority in granting any and all rate increases and adjustments.

E. Customer Billing: City agrees to bill all residential Customers under the contract with Contractor in the City limits of Parker, Texas.

F. Payment to Contractor: City shall bill the Customers and shall pay the Contractor such remittance to be received by Contractor within 30 days of the City's receipt of the payment.

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RESOLUTION NO. 2024-820
(Republic Waste Services Rate Adjustment)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING A RATE ADJUSTMENT FOR ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF PLANO PURSUANT TO THE WASTE COLLECTION AND DISPOSAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2021-685, the City approved and entered into a Waste Collection and Disposal Agreement (the “Agreement”) with Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano (“Republic”); and

WHEREAS, the City approved a rate adjustment as reflected in Exhibit A for 2024 through Resolutions 2023-774 in accordance with the original agreement; and

WHEREAS, Section 5.B of the Contract permits Republic to request a rate adjustment to the monthly service charge not more often than once per year to reflect changes in operating costs or increased costs due to (i) changes in location of disposal facilities, (ii) increase in disposal costs after the first year of the contract, (iii) increased fuel costs, or (changes in local, state, or, federal statutes, rules, ordinances, regulations, or other laws; and

WHEREAS, Republic has requested a rate adjustment effective January 1, 2025 as shown on Exhibit A; and

WHEREAS, the City cannot unreasonably withhold approval of the rate adjustment; and

WHEREAS, the City finds that the rate adjustment meets the terms of the Contract 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 rate adjustment as shown in Exhibit A is approved.

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

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 3rd day of December, 2024.

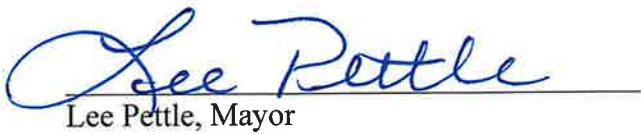


ATTEST:



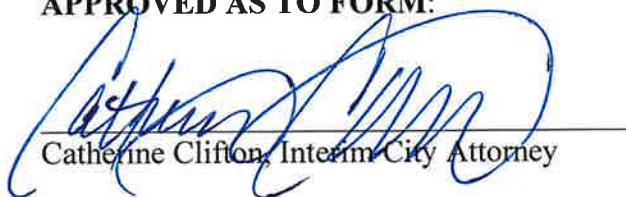
Patti Scott Grey, City Secretary

CITY OF PARKER:



Lee Pettle, Mayor

APPROVED AS TO FORM:



Catherine Clifton, Interim City Attorney



Mayor Pettle
City of Parker
5700 East Parker Road
Parker, TX. 75002

Re: Price Increase Request

Dear Luke,

Republic Services wishes to thank the City of Parker for the opportunity to be the provider of choice for your solid waste, recycling, and disposal services. We enjoy working with the community and look forward to continuing our partnership for years to come.

This letter is to notify you of the annual rate adjustment for your city. Per the terms of the contract, we may request an adjustment to reflect changes in cost of doing business, and operating cost from year over year.

Per our agreement, we have utilized the Consumer Price Index (water sewer trash) 12 month average which averaged 5.01%.

We trust that you will agree that our service provides your community with superior quality solid waste and recycling collection. We look forward to our continued partnership.

Sincerely,

Rick Bernas
Division Municipal Services Manager

City of Parker
Base Rates 01/01/2025

Residential	
Residential Service 1x a week (2 carts)	14.17
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.52
Recycling Service	6.55
Additional cart	9.83
Carry Out Service	23.23
Extra Cart Carry Out Service	13.14
Special bulk services - per hour	109.62
Replacement recycle cart	57.69

Commercial							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	176.93	295.25	-	-	-	-	-
Delivery	153.01						
Removal	153.01						
Relocate	153.01						
Exchange	153.01						
Extra Yards (per yard)	50.19						
Casters (per collection, per container)	6.12						
Locks (per collection, per container)	3.07						
Enclosures (per collection, per container)	3.07						

Industrial					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	153.01	4.04	122.84	278.01	40.39
Removal	153.01			Wash	306.04
Dry Run	208.10			Liner	42.84
Relocate	153.01				

City Services	
City Hall - 4 Free rolloffs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
278.01	40.39

Consumer Price Index for All Urban Consumers (CPI-U) Original Data Value

Series Id:	CUUR0000SEHG
Not Seasonally Adjusted	
Series Title:	Water and sewer and trash collection services in U.S.
Area:	U.S. city average
Item:	Water and sewer and trash collection services
Base Period:	DECEMBER 1997=100
Years:	2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004
2016	218.370	219.036	219.649	220.506	221.360	221.358	222.554	223.111	223.420	224.399	
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117		

<u>Dec</u>	<u>HALF1</u>	<u>HALF2</u>
209.414		
217.386		
224.745		
231.842		
242.204	234.760	239.509
247.567	242.969	246.345
256.456	250.331	254.588
265.365	259.202	263.748
278.464	270.076	276.337
292.915	284.687	291.425
	299.305	

**RESOLUTION NO.2021-685
(2022 Solid Waste Agreement)**

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF CONTRACT SOLID WASTE SERVICES WITH REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO

WHEREAS, the City of Parker issued a request for proposals for solid waste services and received several responses for review; and

WHEREAS, the City of Parker has carefully considered the proposals received and wishes to proceed to execute a contract; and

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments; NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

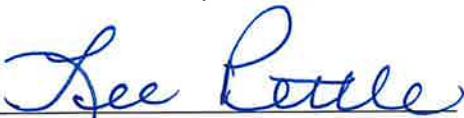
SECTION 1. The negotiated contract with REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION, hereafter referred to as "Contractor" is approved in the form attached hereto as Exhibit A.

SECTION 2. The Parker City Council does authorize the Mayor to execute the contract on approval of this resolution, and take such other action as may be needed to have the terms of the contract performed by the city and the Contractor, as stated in the contract.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Parker, Collin County, Texas, on this the 21st day of December, 2021.

CITY OF PARKER, TEXAS


Lee Pettle, Mayor



ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Scott Levine, Interim City Attorney

WASTE COLLECTION AND DISPOSAL AGREEMENT

STATE OF TEXAS
COUNTY OF COLLIN

THIS WASTE COLLECTION AND DISPOSAL AGREEMENT (this "Agreement") is entered into as of that date set forth on the signature page hereto (the "Effective Date"), by and between the City of Parker, Collin County, Texas ("City"), and Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano ("Contractor").

A. Contractor and City entered into an Agreement for the collection and disposal of residential waste as of December 1, 2009 (the "Original Agreement").

B. Contractor and City have entered into a series of amendments to the Original Agreement .

C. The latest amendment to the Original Agreement is terminated on December 31, 2021. The Original Agreement and all prior agreements and amendments between the parties are terminated on the effective date of this Agreement.

D. Contractor and City desire to enter into this Agreement for services as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and City hereby agree as follows:

SECTION 1.

GRANT

City hereby grants to Contractor an exclusive contract (save and except the City performing its own service) to engage in the business of collecting and disposing of residential Garbage, Trash, Brush, Rubbish, debris, and other Refuse and residential Recyclable Materials within the corporate limits of the City and, further, hereby grants to Contractor permission to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and removal of Garbage, Trash, Brush, debris and other Refuse and residential Recyclable Material, subject to the limitations, terms and conditions hereinafter specified and contained in this Agreement. In the event that any commercial (i.e., business) customers are established within City limits, Contractor shall have the right of first refusal to negotiate a commercial waste collection and disposal agreement.

SECTION 2.

DEFINITIONS

Wherever used herein, the hereinafter listed terms shall have the following meanings:

- A. Brush: Tree and shrub trimmings, which are not easily placed in disposable containers.
- B. Bulky Wastes: Stoves, refrigerators, water tanks, washing machines, furniture, Construction Debris (generated from the Residential Unit only) and other waste materials other than Dead Animals, Excluded Waste, or Stable Matter with weights or volumes greater than those allowed for the applicable Bins or polycarts. Customer shall be responsible for the proper removal of refrigerants and other hazardous wastes from Bulky Wastes and shall properly tag Bulky Wastes as being free of refrigerants and other hazardous wastes prior to removal by Contractor.
- C. Bundle: Tree, shrub and Brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter or height with respect to newspapers and magazines, or fifty (50) lbs. in weight.
- D. City: City of Parker, Texas, a municipal corporation in Collin County, Texas
- E. City Council: The Parker City Council.
- F. Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- G. Contractor: Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano, and its successor(s) and/or affiliates under this Agreement.
- H. Curbside Service: Garbage, Trash and Recyclable Materials to be picked up by Contractor, which will be located at the curbside of the street bearing the Customer's address.
- I. Customer: An occupant of a Residential Unit who generates Refuse.
- J. Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- K. Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty (30) gallons or less and which if capable of containing Garbage or Trash without leaking remitting odors, and which weighs, when loaded, less than fifty (50) pounds.

- L. Excluded Waste: 1) Hazardous waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; (3) liquid wastes; (4) pathological and biological wastes; (5) explosives; (6) material that the disposal facility is not authorized to receive and/or dispose of; (7) other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment; (8) other materials which cannot be legally accepted at the applicable disposal facility; and (9) any otherwise regulated waste.
- M. Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescent or easily decomposable waste animal or vegetable matter, which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Excluded Waste, Rubbish or Stable Matter.
- N. Handicapped Customers: A residential household in which members of the household are handicapped to the extent that they are unable to place Garbage at curbside.
- O. Hazardous Waste: Solid waste, in any amount, identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 6901), or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- P. Landfill: A facility used by Contractor where Trash and Garbage are disposed of by burying between layers of earth.
- Q. Permanent Containers: Closed, waterproof, plastic container with a capacity of 95 gallons provided by Contractor for containing Garbage or Trash.
- R. Recyclable Materials: Any non-hazardous material or substance that can be put to beneficial reuse, resale, recycled, or reclaimed in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, glossy inserts, and other paper; plastics, bottles, and plastic film; aluminum and metal cans; ferrous and non-ferrous metals; and glass. Recyclable Materials shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination.
- S. Recycling Container: Recycling Container means a plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of ninety-five (95) gallons provided by Contractor. All Recycling Containers and other equipment that Contractor furnishes under this Agreement shall remain Contractor's property. The City and Customers shall use the equipment only for its proper and intended purpose and

shall not overload (by weight or volume), remove or alter the equipment. The Contractor shall be entitled to charge the Customer replacement costs for each Recycling Container that is lost, stolen, destroyed, or requested after a residential Customer is initially provided a Recycling Container. Residential Customers may receive one additional container for an additional fee of \$50.00. Customer is not required to pay for damage to carts caused by Contractor.

- T. Refuse: Residential Refuse and Bulky Waste, Small Construction Projects and Stable Matter generated at a Residential Unit, unless the context otherwise requires. Refuse does not include Excluded Waste.
- U. Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- V. Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- W. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Excluded Waste or Stable Matter.
- X. Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- Y. Trash: All household Refuse other than Garbage, debris, Brush and Bulky Wastes; trash shall include grass, yard clippings, weeds, heavy accumulations of newspapers and magazines, Recyclable Materials, old clothes, and other household trash of the like kind, but shall not include Excluded Waste or special waste.

SECTION 3.

CONTRACTOR'S DUTIES AND OBLIGATIONS

It shall be the duty and obligation of Contractor to perform the following services:

- A. Contractor agrees to furnish and maintain trucks, equipment, machinery, tools, labor and Landfill site, at its own expense, to collect Garbage, Trash, Brush and Recyclable Materials from Residential Unit premises within the corporate limits of the City in a clean and sanitary manner and dispose of the same in a lawful and appropriate manner at a location to be

determined by Contractor outside the corporate limits of the City. Contractor shall provide Curbside Service to residential Customers and service to Handicapped Customers. If the street address is not safely accessible or is determined to be dangerous to the Contractor, then an alternate point of collection will be determined by the City, and reasonable notice of such an alternate point shall be provided to Contractor by City. Contractor shall not be responsible for any damages to the City's pavement, curbing, or other driving surfaces resulting from Contractor providing services within the City's limits., not caused by the contractor's negligence, gross negligence, or willful misconduct.

B. Contractor agrees to establish daily routes and special schedules for the collection of Garbage, Trash, Brush, and Recyclable Materials as necessary to fulfill the requirements of this Agreement. Further, Contractor will utilize written route books for use in the collection of Refuse from all residential and commercial Customers. Contractor agrees to make one Garbage collection each week for each residential Customer and will collect Recyclable Materials at the same time. Hours of service shall be from 7:00 a.m. to 7:00 p.m. for residential Customers. No collections will be made on Sundays. Contractor shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall continue with its other regularly scheduled collections during such holiday weeks. Any dates skipped will be made up.

C. Contractor shall provide a special collection service for Brush, Bulky Wastes and/or Bundles monthly to all residential Customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of 10 (ten) cubic yards of waste per month as described in definitions for Brush, Bulky Waste, and Bundles on the date determined by the City of Parker and Republic. Additional volumes that exceed the ten cubic yard limit may be called into Contractor for a special pick up at \$95.00 per hour. Contractor will arrange the additional services with the customer directly.

D. Contractor agrees, at its own expense, to provide a telephone answering service from 8:00 am. to 5:00 pm. daily, Monday through Friday, excluding legal holidays, for the purpose of handling complaints and other calls regarding Refuse collection service provided by Contractor. Contractor agrees to secure an annual listing in at least one telephone directory covering Collin County under the name by which it conducts business in the community.

E. Contractor agrees that Customer complaints shall be addressed and resolved within twenty-four (24) hours of receipt of such complaint. Any missed pickups of Residential Garbage will be collected within 24 hours after notice to Contractor.

F. Contractor will provide curbside collection of residential items, which are not disposed of during normal residential pickup at the request of the Customer. The residential Customer shall pay the Contractor directly for this service. Such service will be quoted on a time and material basis agreed upon between Contractor and City.

G. Contractor shall not be obligated to pick up Excluded Waste including, but not limited to, refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

H. Contractor shall comply with all municipal, county, state and federal laws in its performance of this Agreement.

SECTION 4.

CONTRACTOR'S RIGHTS

A. If Refuse, Dead Animals, or Excluded Waste are discovered before they are collected by Contractor, Contractor may refuse to collect the entire container that contains the Refuse, Dead Animals, or Excluded Waste. In such situations, Contractor shall contact the City and the City shall promptly undertake appropriate action to ensure that such Refuse, Dead Animals, or Excluded Waste are removed and properly disposed of by the depositor, generator, or Customer that is responsible for the Refuse, Dead Animals, or Excluded Waste. In the event Refuse, Dead Animals, or Excluded Waste are present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Refuse, Dead Animals, or Excluded Waste at a facility authorized to accept such Refuse, Dead Animals, or Excluded Waste in accordance with Applicable Law and charge the depositor, generator, or responsible Customer for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Refuse, Dead Animals, or Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor, generator, or responsible Customer and to collect the costs incurred by Contractor in connection with such Refuse, Dead Animals, or Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release the City from any liability for any such costs incurred by Contractor in connection with such Refuse, Dead Animals, or Excluded Waste, except to the extent that such Refuse, Dead Animals, or Excluded Waste are determined to be attributed to the City.

B. To the extent any type of Commercial Recyclable Material received within City limits collected from a commercial customer by the contractor which is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify City and Customer shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may suspend or discontinue any or all Recycling services to Commercial Customer, or dispose of the Recyclable Materials in a landfill and update the City's rates accordingly. This provision expressly does not apply to Residential Recyclable Material.

SECTION 5.

CHARGES

A. Residential: City and Contractor agree that the initial residential monthly service charge for household waste, monthly recycling charge and monthly brush and bulky waste charge shall be as provided in Exhibit A and Attachment 1 to this Agreement, which is attached hereto and incorporated herein by reference.

B. Base Rate Adjustments: Upon request by Contractor but not more often than once per calendar year, the City will consider adjustments to the monthly service charge and schedule of monthly customer charges above the levels then in effect, to reflect changes in operating costs of Contractor or increased costs due to: (i) changes in location of disposal facilities (ii) increase in disposal costs after the first year of the contract (iii) increased fuel costs; or (iv) changes in local, state, or federal statutes, rules, ordinances, regulations, or other laws. Any proposed increase will be subject to the City Council approval, which shall not be unreasonably withheld. Contractor shall give the City of Parker forty five (45) days' notice of any proposed price increase to consider.

C. Government Fees: Contractor shall be entitled to petition the City Council for an immediate pass through of any fees or taxes hereafter imposed by federal, state, or local government agencies, which are payable to said agency by reason of the nature of the operations conducted by Contractor in the operation of a sanitary Landfill.

D. Approval Required: Except as provided above, the City Council shall be the final authority in granting any and all rate increases and adjustments.

E. Customer Billing: City agrees to bill all residential Customers serviced by Contractor in the City limits of Parker, Texas.

F. Payment to Contractor: City shall bill the Customers and shall pay Contractor such remittance to be received by Contractor within 30 days of the City's receipt of the invoice.

SECTION 6.

SPILLAGE

Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor's acts or those of any of Contractor's employees, in which case all scattered Refuse shall be picked up promptly by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Utility Department of the City so that proper notice can be given to the Customer at the premises to properly contain Refuse.

SECTION 7.

NON-COLLECTION

Should a dispute arise between City, Contractor, and/or a Customer as to whether the Contractor actually failed to make a collection (whether the Contractor missed a pickup), the

decision of the City Administrator or Mayor of City on such matter shall be final and City and Contractor agree to abide by said decision. However, it is understood and agreed by and between City and Contractor that if any Customer fails to timely place Brush, Permanent Containers or Disposable Containers out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from one's premises, or places improper Bundles or volumes of Brush or Trash for collection or places Excluded Waste out for collection, Contractor may refrain from collecting all or a portion of such Brush, Garbage and Trash or Excluded Waste and shall notify City of the reason for such non-collection. Contractor shall also provide notice to the Customer of the reason for such non-collection (unless such non-collection is the result of the Customer's failure to timely place the Brush or containers out for collection). Contractor's notice to the Customer shall be in writing, attached to the container or the front door of the residence and shall indicate the nature of the problem and the correction required, and such Garbage may then be collected at the next regular collection date (provided, however, that Contractor shall never be required to collect Excluded Waste). The City may investigate when notified by a Customer that Garbage, Trash or Brush have not been removed from his premises on the scheduled collection day, and where no notice of non-collection nor a change in collection schedule has been received from Contractor. If the investigation discloses that Contractor has failed to collect Garbage, Trash or Brush from the subject premises without cause, Contractor shall collect same within twenty-four (24) hours after a collection order is issued by City. If contractor fails to pickup on said service day due to any circumstances the City will be credited for that day of missed service.

SECTION 8.

INDEMNIFICATION

Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by: (1) that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents or (2) breach of this Agreement.

All provisions of this Agreement shall be interpreted to preserve the governmental immunities of the City, and the independent contractor status of Contractor. The governmental immunities of the City shall include, and not be limited to, those applicable to the Contractor's operation of vehicles within the City, all issues which may arise as to the Contractor's and the Contractor's employees, and/or the Contractor's obligations to other governmental agencies, or the affiliates, parent corporations, and subsidiaries of Contractor.

SECTION 9.

INSURANCE

Contractor agrees to carry, at a minimum, the following types of insurance:

**Workers' Compensation or
other state approved
program**

Coverage A	Statutory
Coverage B - Employers	\$1,000,000 each Bodily Injury by Accident
Liability or other state approved program	\$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000
Pollution Endorsement	Liability MCS-90 endorsement for pollution liability coverage

**Commercial General
Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
Excess Umbrella Liability	\$1,000,000 each occurrence, if needed to satisfy the total limits or cover required herein.

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. The coverage may be provided by Contractor's parent corporation with appropriate documentation and approval of the City. Certificates evidencing such insurance contracts shall be deposited with City prior to the commencement of this Agreement, and thereafter on request. A lapse in approved insurance coverage at any time during the term of this Agreement is cause for immediate termination of service by City, with such damages, if any, paid by Contractor. The City shall provide Contractor with at least twenty days' notice prior to a vote of the City Council on the question of termination. The Contractor shall have the opportunity to present a certificate of insurance providing proof of insurance to cure the default prior to the Council meeting. Contractor will provide proof of insurance of the coverage and minimums specified above prior to the effective date of this Agreement, and on each anniversary date of this Agreement. The City may request additional proof of insurance at any time during the term of this agreement, and the Contractor agrees to provide a certificate of insurance with blanket-form endorsements evidencing such coverage required herein within 10 days of the request.

SECTION 10.

TERM

The term of this Agreement shall begin as of the Effective Date (defined on the signature page below) and shall continue through December 31, 2026, except as it may be extended as provided below. On or before October 1, 2026 (the "Termination Notice Deadline"), either party may provide written notice to the other party that it intends to terminate this Agreement (a "Termination Notice") effective December 31, 2026 (the "Termination Date"). If no Termination Notice is given on or before October 1, 2026, then the term of this Agreement shall be extended until December 31, 2031.

SECTION 11.

TERMINATION

If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party.. Upon termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement. Any notice required by this Section 11 shall be sent by registered or certified mail addressed to the address set forth below in Section 12(h) with specific reasoning in support of the non-breaching party's claim that the alleged breaching party has substantially breached the terms and provisions of this Agreement. Upon termination or expiration of this Agreement, all amounts due hereunder (up to the date of termination or expiration) by either party to the other shall be paid in accordance with the provisions of this Agreement, less any damages of the non-breaching party as a result of the breach of this Agreement.

SECTION 12

MISCELLANEOUS

A. Assignment: This Agreement and any and all rights and obligations of Contractor hereunder may be assigned by Contractor to any parent company or subsidiary of Contractor with prior written consent of the City, which shall not be unreasonably withheld so as long as all obligations of Contractor in this Agreement are assumed in writing by the assignee, and proof of insurance is provided, and all other obligations of the Contractor are performed by the Assignee in accordance with this Agreement. The Agreement may be assigned to any other third party with the prior written consent of the City Council, which shall not be unreasonably withheld.

B. Authority: Contractor and City agree that, except as otherwise provided herein, the City Council of the City of Parker will be authority for the approval of charges or services not contemplated by this Agreement and for the disposition of any dispute between a Customer and Contractor. The City Council of the City of Parker may designate a city employee to act as an enforcement officer hereunder and to act as a liaison between City and Contractor. Any provisions contained herein to the contrary notwithstanding, Contractor shall not be required

under this Agreement to collect and remove debris or other Trash resulting from construction, major remodeling, general cleanup of property, or resulting from a sizable amount of Trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial Customer, Contractor shall collect and remove such Trash and debris and shall receive for such services a fee or charge mutually acceptable to Contractor and the requesting Customer. Contractor shall have exclusive rights to hauling and disposal of such Trash and debris for an agreed-upon fee.

C. Compliance with Laws: Contractor shall comply with all rules and regulations of the Texas Commission on Environmental Quality and the Environmental Protection Agency. In this regard, Contractor shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous, medical, non-conforming or other Excluded Waste. City agrees to pass such ordinances as are necessary in the discretion of the City Council to effectuate all terms of this Agreement including all duties and obligations required of residential Customers. Both parties and their officers, agents, employees, representatives, contractors, and authorized subcontractors by the City shall abide by and comply with all applicable laws in the performance of this Agreement.

D. Inspection: City and its representatives shall have the right to inspect and examine the books and records of Contractor relating to the services performed by it under this Agreement during normal business hours upon reasonable notice.

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

F. Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor (each a "Force Majeure Event") Contractor's failure to perform, or delay in performance, due to a Force Majeure Event shall not constitute a breach of this Agreement.. The services required by this Agreement do not include the collection and disposal of significantly increased volumes of Residential Refuse resulting from a tornado, severe straight winds or severe storms.

G. City Shall Pay Contractor-\$125.00 /hour, plus disposal for all work necessary to collect additional volumes of Garbage and Rubbish resulting from severe weather conditions or may take any alternative actions deemed necessary by the Council under federal, state or county emergency rules or regulations. Any missed trash pick ups due to a Force Majeure will be collected immediately upon the termination of the reasoning and pick up will be adjusted.

H. Notice: Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing, mailed postage prepaid, certified mail, return receipt requested or sent by fax, to:

If to City:

Mayor
City of Parker

5700 East Parker Road
 Parker, Texas 75002
 Telephone: 972.442.6811
 Fax: 972.442.2894

If to Contractor:

General Manager
 Allied Waste Systems, Inc.
 4200 E. 14th St.
 Plano, Texas 75074
 Telephone: 469.443.7019
 Fax: 972.881.9077

The parties will each notify the other in writing of any changes to the notification and contact information above.

I. Annual Increase: Contractor shall increase/decrease the rates for all services effective on each anniversary of the Effective Date of this Agreement in an amount equal the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

J. No Third Party Beneficiary: This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement.

K. Severability: If any provision of this Agreement is held to be void, illegal or unenforceable under present or future laws effective during the term hereof, or for any reason or in any respect, such provision shall be fully severable and this Agreement shall be construed and enforced as if such void, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected in any way by the void, illegal or unenforceable provision or by its severance. Furthermore, inlieu of such severed provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such severed provision as may be possible and be valid, legal and enforceable.

L. Entire Agreement: This Agreement (together with any exhibits, attachments, or appendices attached hereto) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s).

M. Governing Law, Venue and Consent to Jurisdiction: This Agreement, and the rights, remedies, obligations, and duties of the parties shall be governed by, construed in accordance with and enforced under the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state. If any action is brought to enforce or interpret this Agreement, exclusive venue for such action shall be proper in the state district courts of Collin County, Texas. The parties irrevocably (i) submit to the exclusive jurisdiction of the state courts of the State of Texas over any action or proceeding arising out of a breach of this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

N. Non-Appropriation: The City shall ensure that at all times during the term of this Agreement that the City will charge, pursuant to an ordinance duly passed by the City's governing body, a sufficient rate from the City's solid waste customers to pay the amounts due under this Agreement and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for Customers' services hereunder. The City shall provide to Contractor a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. In the event that no funds or insufficient funds are collected, appropriated and budgeted for payment of amounts due hereunder by City to Contractor, City shall notify Contractor and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to City of any kind whatsoever, except as to the payment of amounts due and payable for which appropriations have been made for said fiscal period. City covenants that it will provide Contractor *as much notice as possible* of this contingency. In the event that no funds or insufficient funds are collected and the City notifies Contractor of such, Contractor shall immediately have the right to terminate this Agreement.

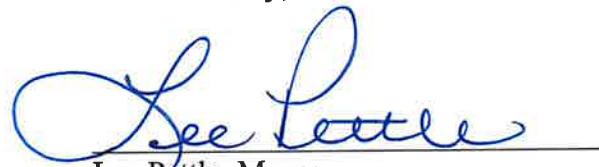
(Signatures begin on next page)

Executed to be effective from and after the 21st day of December, 2021 (the "Effective Date").

ALLIED WASTE SYSTEMS, INC., a
Delaware corporation


Print Name: Amy Adcox

CITY OF PARKER,
Collin County, Texas


Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

EXHIBIT A

SOLID WASTE PRICING

Solid Waste and Recycling Rates

SOLID WASTE

1x a week MSW: 2 carts \$12.27

Recycle Collection

1x a week: 1 cart \$5.68

Brush/Bulk

Monthly – 10-yard max. \$2.18

(4 foot sections neatly stacked)

Extra Cart \$8.52

Carry Out Services

1xwk: 2 carts \$20.13

Extra carryout additional carts \$11.39

Special bulk services - \$95.00 and hour

City Hall – 4 free rolloffs per year / city events

One - 30-yard rolloff City Hall usage Free

Additional Rolloff containers \$240.96 plus \$35.00 a ton

8-yard container – 1 time per week \$153.34

8-yard container – 2 times per week \$255.88

Supplemental Rates – Commercial and Industrial

Frontload

DEL – delivery \$132.61

EXC- Exchanges \$132.61

EXY extra Yardage outside container \$43.50 per yard

REL relocates \$132.61

REM – removal \$132.61

LRN locks \$2.66 per service

GAT- gate \$2.66 per service

CAS- casters \$5.30 per pick up

Industrial Rolloff - 30 yard container \$240.96 plus \$ 35.00 per ton

Industrial Rolloff

DEL – delivery \$132.61

DRY- dry run \$180.35

Liner \$37.13

REL- relocate \$132.61

REM- removal \$132.61

Rental - \$105.00 monthly - \$3.50 daily

WAS- washout \$265.23

Attachment 1

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 "**Recyclable Materials**" are any non-hazardous materials or substances that can be put to beneficial reused, resold, recycled, or reclaimed in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, glossy inserts, and other paper; plastics, bottles, and plastic film; aluminum and metal cans; ferrous and non-ferrous metals; and glass.

1.2 "**Acceptable Material**" means the materials listed in Section 8 below.

1.3 "**Unacceptable Material**" means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing ("Recycling Services").

2. City's Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. City shall pay Company a rate of \$5.68 per Unit, \$2.73 for the collection and \$2.96 for processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. City's Collection and Processing rate assumes that, on average, City's Recyclable Material consists of no more than 20% Unacceptable Material (the "**Unacceptable Material Threshold**"). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Company shall return 70% of City's recycling commodity value to City each month. City's "**Recycling Commodity Credit**" shall be determined by multiplying the per-ton market value of the processing facility's Average Commodity Mix by the number of tons of Recyclable Material collected from City and processed each month. The processing facility's "**Average Commodity Mix**" means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility's Average Facility

Commodity Mix is set forth in the attached Exhibit B-1. The per-ton value of the processing facility's Average Commodity Mix shall be determined each month by applying the most recently available indices or actual values (as set forth in Exhibit B-1) to the facility's Average Commodity Mix including any negative commodity market values and Company's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("Residue").

6. Reporting and Credit. Company will provide City with a monthly report detailing the total tons of Recyclable Material received from the City during the previous month and the calculation of City's Recycling Commodity Credit for that month. If the City's account is billed in the aggregate to the City, the previous month's Recycling Commodity Credit will be issued as a credit on the next month's invoice to the City (if the Recycling Commodity Credit exceeds the City's invoice amount, then Company will issue a check to City for the balance of its Recycling Commodity Credit). If the City's account is Customer-billed, then Company will issue a check to City for its full Recycling Commodity Credit each month (in arrears).

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

9. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

Attachment 2
(Insert Companies Insurance Provided by company)



CERTIFICATE OF LIABILITY INSURANCE

Attachment 2

Meeting Date: 12/02/2025 Item 5.

Page 1 of 2 DATE (MM/DD/YYYY)
12/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
	E-MAIL ADDRESS: certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co. INSURER B: Indemnity Insurance Co of North America INSURER C: ACE Fire Underwriters Insurance Co. INSURER D: Illinois Union Insurance Company INSURER E: INSURER F:	22667 43575 20702 27960

COVERAGES

CERTIFICATE NUMBER: 2093014

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> <hr/> <hr/> <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <hr/> OTHER: _____					EACH OCCURRENCE	\$ 5,000,000					
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000					
						MED EXP (Any one person)						
						PERSONAL & ADV INJURY	\$ 5,000,000					
						GENERAL AGGREGATE	\$ 5,000,000					
						PRODUCTS -COMP/OP AGG	\$ 5,000,000					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000			
								BODILY INJURY(Per person)				
								BODILY INJURY (Per accident)				
								PROPERTY DAMAGE (Per accident)				
								EACH OCCURRENCE				
								AGGREGATE				
B	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N			WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> E.L. EACH ACCIDENT <input type="checkbox"/> E.L. DISEASE -EA EMPLOYEE <input type="checkbox"/> E.L. DISEASE -POLICY LIMIT	<input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4079 - Named Insured Includes: Allied Waste Systems, Inc. - Dba: Republic Services of Plano

CERTIFICATE HOLDER

CANCELLATION

City of Parker
5700 E Parker Rd
Allen, TX 75002-6754
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aug 2000



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2093014

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



Council Agenda Item

Budget Account Code:	Not applicable	Meeting Date:	See above.
Budgeted Amount:	Not applicable	Department/ Requestor:	Council
Fund Balance-before expenditure:	Not applicable	Prepared by:	ACA/CS Scott Hull for City Administrator Manton
Estimated Cost:	Not applicable	Date Prepared:	November 20, 2025
Exhibits:	<ol style="list-style-type: none"> 1. <u>Proposed Resolution</u> 2. <u>2025 1117 Assistant to the Executive Director Drew Shores email</u> 3. <u>2026 TCAP Board Ballot</u> 		

AGENDA SUBJECT

DISCUSSION, CONSIDERATION, AND ANY APPROPRIATE ACTION RATIFYING THE NOMINATION OF DARREL SHARPE TO THE TEXAS COALITION FOR AFFORDABLE POWER. [RESOLUTION NO. 2025-874]

SUMMARY

There was insufficient time for Council action before the deadline for nominations to the TCAP Board of Directors. Councilmember Darrel Sharpe expressed interest in serving in this role, and due to the short time for action, the City Administrator Kent Manton, submitted his nomination to serve.

POSSIBLE ACTION

Council may approve or deny the resolution. Passing this resolution will ratify the nomination of Darrel Sharpe to the TCAP Board of Directors, affirming his eligibility on the current TCAP ballot. Denial would result in his withdrawal as a candidate.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Hull</i>	Date:	11/20/2025
City Attorney:	<i>Catherine Clifton</i>	Date:	11/24/2025 via Municode
City Administrator:	<i>Kent Manton</i>	Date:	11/24/2025 via Municode

RESOLUTION NO. 2025-874
(*TCAP Nominee*)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, RATIFYING THE NOMINATION OF DARREL SHARPE TO THE TEXAS COALITION FOR AFFORDABLE POWER

WHEREAS; the City of Parker did not have a council meeting between the time it received notice of the opportunity to nominate a candidate to the Board of Directors for the Texas Coalition for Affordable Power (“TCAP”); and

WHEREAS, Councilmember Darrel Sharpe expressed interest in serving on the TCAP Board of Directors; and

WHEREAS, the City of Parker finds that it is in the best interests of the City for Darrel Sharpe to be nominated and serve on the TCAP Board of Directors.

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

SECTION 1. The nomination of Darrel Sharpe to the TCAP Board of Directors is hereby ratified.

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 December, 2025.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Hull, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, City Attorney

From: [Drew Shores](#)
To: [Patti Grey](#)
Subject: TCAP 2026 Elections
Date: Monday, November 17, 2025 9:08:05 AM
Attachments: [2026 TCAP BOARD BALLOT.pdf](#)

TCAP Member,

Attached to this email is the ballot for the election of **Seven** members to the TCAP Board of Directors for the 2026-2027 term of office. Due to a Board vacancy, after the seven positions are filled, the next highest low-consumption candidate will be placed in the unexpired Place 11 term (2025-2026). **PLEASE BE SURE THAT NO MORE THAN EIGHT CANDIDATES HAVE BEEN CHECKED!** Ballots with more than eight casted votes will be rejected.

Fourteen individuals have volunteered to become candidates for the TCAP Board of Directors, and their brief biographies are included in the PDF file.

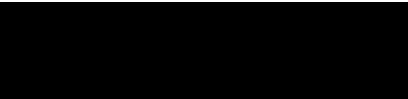
Again this year, the ballot is a fillable pdf form that allows you the option to click on your selections, electronically sign your name and click on submit to email back to TCAP.

Your involvement in selecting directors is very important. **Only one ballot per member city/entity.**

I encourage you to complete the ballot and mail or scan/email the signed ballot to me before the **Friday, January 2nd, 2026 deadline**. Ballots can also be presented at the annual membership on Friday, January 9, 2026 9:00 a.m. at the Hilton Austin Airport.

--

Drew Shores
Assistant to the Executive Director
[Texas Coalition for Affordable Power](#)



2026-2027 TCAP Board Ballot

Meeting Date: 12/02/2025 Item 6.

BALLOT – 2026/2027 TCAP BOARD OF DIRECTORS

Instructions for Voting:

Only one ballot per member city/entity. The member representative is entitled to cast seven for the seven current positions. PLEASE BE SURE THAT NO MORE THAN EIGHT CANDIDATES HAVE BEEN CHECKED! **Ballots with more than eight cast votes will be rejected.** No more than one vote may be cast for the same nominee. Places 2, 4, and 6 will be filled by the three candidates in the high consumption (HC) category receiving the most votes. Place 8 will be filled by the candidate in the medium consumption (MC) category receiving the most votes. Place 10 will be filled by the candidate in the low consumption (LC) category receiving the most votes. Places 12 and 14 will be filled by the two candidates receiving the most votes but who were not elected to a particular consumption category. The exception to this rule is the requirement in TCAP Bylaws that stipulates the board of directors include at least one member from each of the four ERCOT zones (North, South, West, and Houston). Nominees who are incumbents (I) are noted on the ballot.

After the seven positions are filled, the next highest low consumption candidate will be placed in the unexpired Place 11 term.

(Vote for eight)

Names were randomly drawn for ballot order

<input type="checkbox"/> Omar Williams, Fate – LC	<input type="checkbox"/> Darrel Sharpe, Parker – LC
<input type="checkbox"/> Courtney Alvarez, Kingsville – MC (I)	<input type="checkbox"/> Brady Olsen, Bedford – LC
<input type="checkbox"/> Jace Berryman, Wilmer – LC	<input type="checkbox"/> Nicole Ganey, Deer Park – HC
<input type="checkbox"/> Cesar Garcia, Kemah – LC	<input type="checkbox"/> Henry Arredondo, – Dilley, LC (I)
<input type="checkbox"/> Aaron Smith, Odessa – HC (I)	<input type="checkbox"/> Dewey Stoffels, Grapevine – HC
<input type="checkbox"/> Isaac Tawil, McAllen – HC (I)	<input type="checkbox"/> Gary Broz, Edna – LC (I)
<input type="checkbox"/> Kinley Hegglund, Wichita Falls – HC (I)	<input type="checkbox"/> David Esquivel, Tomball – MC (I)

<p>Please complete and return by 5 p.m. C.S.T., January 2nd, 2026 to: Drew Shores, TCAP Secretary P.O. Box 5 Addison, TX 75001 or dshores@tcaptx.com</p> <p>You may also submit in person by 9:00 a.m. at the January 9, 2026 TCAP Annual Membership Meeting</p>	<p>Submitted by (MUST BE COMPLETED):</p> <p>Printed Name _____ Signature _____ Member City/Entity: _____</p>
--	--

Submit

2026/2027 TCAP Board Biographies

Meeting Date: 12/02/2025 Item 6.

(alphabetical order)



Courtney Alvarez, City of Kingsville

Courtney Alvarez is the City Attorney for the City of Kingsville, Texas. She has served as a city attorney for Kingsville since 2000. She received a BBA in International Business and a BBA in Finance from the University of Texas in Austin. Courtney attended law school at the South Texas College of Law in Houston and interned at the Texas Supreme Court. Prior to her career in Kingsville, she worked at an insurance defense firm in Corpus Christi. She was involved with the South Texas Aggregation Project (STAP) from its creation in 2001 to its later merger with Cities Aggregation Power Project (CAPP) in 2011 to form TCAP. Courtney has served on the TCAP Board of Directors since its formation in 2011. She has been licensed to practice law in the State of Texas for thirty years. Courtney is a member of several professional organizations which include the State Bar of Texas, the Texas Bar College, the Texas Municipal Courts Association, the International Municipal Lawyers Association, the Texas City Attorneys Association, and the Texas Bar Government Law Council. She currently serves as the TCAP President.



Henry Arredondo, City of Dilley

Henry Arredondo is Senior Manager with over 30 years of experience in manufacturing, distribution, banking, and municipal management operations. Currently he works at the City of Dilley where he is the City Administrator. Henry Arredondo holds a Master's degree in Business Administration and Bachelor's degree in Finance and is passionate about youth sports. In his free time, he enjoys golfing, fishing, and cycling.



Jace Berryman, City of Wilmer

Jace Armani Garcia Berryman is an emerging public administrator and current Assistant to the City Administrator for the City of Wilmer, Texas. He supports citywide operations and strategic initiatives with a focus on grant management, policy compliance, and employee engagement. In his current role, Jace helps administer the City's EPA Clean Ports grant; serves as a liaison to Municipal Court administration; Oversees Special Events; and designs recruitment and community-facing materials aligned with municipal branding.

Previously, Jace consulted on congressional and municipal campaigns, leading canvassing teams, producing data-driven reports, fundraising, and developing cohesive campaign materials. With a passion for community involvement and improvement, he has delivered an outcomes framework and Impact Report for Helping Hands Open Hearts, a nonprofit geared towards feeding the homeless populations of the DFW Metroplex.

Jace is completing a Master of Public Affairs at The University of Texas at Dallas in December 2025 and holds a B.A. in Political Science from Austin College. His technical toolkit spans ArcGIS, SPSS/Stata, Laserfiche, Microsoft 365/Google Workspace, and Adobe Creative Suite. He is motivated by transparency, equitable service delivery, and measurable community impact.

2026/2027 TCAP Board Biographies

Meeting Date: 12/02/2025 Item 6.

(alphabetical order)



Gary Broz, City of Edna

Gary was born on September 15, 1955, in San Angelo, Texas. Gary and his siblings grew up just outside San Angelo. He graduated from Paint Rock High School then went to College at Sul Ross State University in Alpine, Texas, where he received a bachelor's degree in 1977.

After school, I came back home to the family farm and ranch. Mid-80's were bad farming years. He went back to work outside the family farm and ranch as General Manager of the Paint Rock Wool Warehouse, where they brokered wool, lamb feedlot, general store and an automotive center.

In 1987, Gary went to work for the City of Brady, beginning as Purchasing Agent and moving up to Director of Public Works. He soon became Assistant City Manager and was promoted to City Manager in 1997.

After leaving Brady in November 2000 accepted the position of City Manager in Port Lavaca, where he worked until November 2009. Then Gary and his wife moved to Liberty, Texas, as he continued his career as City Manager in Liberty until his retirement in June 2018. Where he guided the upgrade of the City's Electrical System. After retiring, he and his wife moved outside Columbus, Texas to start enjoying retirement. In July 2018, Gary was asked to be the City Manager in Eagle Lake, Texas where he worked until May of 2020. When the City of Edna proudly hired Gary to be their City Manager where he is now.

Gary has been married to Georgia for forty-six (46) years. They have two children. Their daughter Shauna and her husband live in Bay City, Texas with two (2) granddaughters and son Jonathan and his wife live in Port Lavaca, Texas with their grandson and two granddaughters.



David Esquivel, PE City of Tomball

David Esquivel currently serves as City Manager for the City of Tomball. David previously served the City of Cleburne for 11 years in various capacities including Public Works director and Assistant City Manager. David came to the City of Tomball as the Public Works director and then served as the Assistant City Manager before the City Council appointed him as the City Manager in July 2021. David holds a Bachelor of Science degree in civil engineering from Texas Tech University and is a registered professional engineer. David has a wonderful wife, Brandilyn, and blessed with 3 terrific kids. Twin daughters Nadia and Sophia and a son Joaquin.



Kinley Hegglund, City of Wichita Falls

Kinley Hegglund is the City Attorney for the City of Wichita Falls. He has served in the Wichita Falls City Attorney's Office since May of 2000, first as the City Prosecutor, then as the Senior Assistant City Attorney before being appointed City Attorney in 2014. Kinley was born and raised in San Angelo, Texas. He graduated with a Doctorate of Jurisprudence from the Texas Tech School of Law in 1999 and received his bachelor of Business Administration degree from Texas A&M in 1995. He was licensed to practice law in Texas in 1999 and is also admitted as an attorney authorized to practice before the United States Court of Appeals for the Fifth Circuit as well as before the Supreme Court

2026/2027 TCAP Board Biographies

Meeting Date: 12/02/2025 Item 6.

(alphabetical order)

of the United States. He was the genesis of the gang injunction program in Wichita Falls, and has become the leading authority on gang injunction litigation in Texas. Kinley was recognized by the International Municipal Lawyers Association as a Local Government Fellow in 2014 and was awarded the Susan Rocha Award for Outstanding Service by an Assistant City Attorney in June 2014 by the Texas City Attorneys Association. In addition to representing the City, Kinley is the legal advisor for the Wichita Falls Economic Development Corporation, 4B Sales Tax Corporation, and the City-County Hospital Board. He is also the City's representative to the Atmos Cities Steering Committee and the ONCOR Cities Steering Committee. Kinley has 2 children, Timothy and Gabrielle. He is a current member of the Board of Directors for United Regional Health Care System.



Nicole Ganey, City of Deer Park

I am a highly motivated, dedicated, and ambitious municipal finance professional with over eight years experience in local government. I am experienced in a broad range of municipal financial functions. I started my local government career as a Utility Billing Clerk and am currently serving as the Director of Finance for the City of Deer Park. In addition, I serve as the Secretary of the Gulf Coast Chapter Government Finance Officers Association (GCGFOA). I hold memberships in multiple other local government organizations. I would be honored to be considered to represent my peers on the Texas Coalition for Affordable Power (TCAP) Board of Directors.



Cesar Garcia, City of Kemah

Cesar Garcia is the City Administrator for Kemah, Texas, bringing nearly two decades of public service experience to the role. He holds a Master's degree in Sports Administration from the University of Miami and has a diverse background spanning parks and recreation, hospitality, events, economic development, and government operations. With a passion for energy, sustainability, tourism, and open government, he is honored to be nominated to serve on the TCAP Board. He is currently serving on TCMA Region 6 Board as the Secretary/Treasurer and well as Bay Area Houston Economic Partnership's Tourism Committee Chair.

Garcia's leadership philosophy centers on communication, empathy, and collaboration to drive progress and positive change within the community. As city Administrator, he focuses on advancing key infrastructure projects, fostering economic development, and ensuring the continued success of Kemah as a premier destination for residents and visitors alike.



Brady Olsen, City of Bedford

Brady Olsen has served Texas cities for the past nine years. He currently serves as the Director of Finance for the City of Bedford, where he applies his expansive knowledge of accounting, investments, and budgeting to lead a team of 17. Brady worked three years with Moody's Investor's Service as an Associate Analyst.

During his tenure with Moody's, he reviewed rated and reviewed local government municipal bonds primarily in Texas. He also is a Certified Government Finance Officer and Registered Tax Assessor Collector. Brady is also a proud graduate of Texas A&M, where he holds both a Master's in Public Service and Administration and two Bachelor's degrees: Political Science and Economics. He is also an avid community volunteer. He serves on the board for the Women's

2026/2027 TCAP Board Biographies

Meeting Date: 12/02/2025 Item 6.

(alphabetical order)

Center of Tarrant County and is a Member of the Government Finance Officers Association Legislative Committee, as well as many others.



Darrel Sharpe, City of Parker

I've lived in Parker for 6 years, originally moving to take advantage of its spacious lots and peaceful setting - all while being close to my place of work.

My family is my "Why." Husband of Sarah since 2001, we have been blessed by three children (Christian, Logan, and Katie). Christian serves in the Navy, and Logan and Katie attend Collin College. Our other family members - our border collies - keep us happy and busy.

I have a career spanning 3 decades in engineering, consulting and sales. I received my Bachelors of Science in Computer Engineering from the University of Missouri, later a Masters of Science in Computer Science from Johns Hopkins University in Baltimore.

While I'm originally from Missouri, Texas has been my home for over 15 years. As the saying goes, "I didn't have the good fortune to be born in Texas, but I got here as soon as I could."

I'm an avid cook, and I like to endanger the waistlines of my family with the cuisine of my adopted home like brisket as the cuisine of my family, like ragù.



Aaron Smith, City of Odessa

Aaron Smith serves as Assistant City Manager for the City of Odessa, bringing extensive operations, project management, and municipal leadership expertise. He is a past City Manager of Tulia Texas, Ogallala Nebraska, Whitehouse Texas and past City Administrator of Kemah Texas. In addition, Aaron served as a Senior Managing Director at Texas Tech University, Operations Division. With a strong focus on efficiency and innovation, Aaron oversees key initiatives that enhance the city's infrastructure, services, and community engagement. His commitment to excellence ensures that Odessa remains a vibrant and thriving place to live, work, and visit. Known for his collaborative approach, Aaron excels at streamlining processes and implementing strategic solutions that drive meaningful outcomes. His dedication to public service reflects a deep passion for building strong communities and fostering growth. Aaron enjoys staying connected to emerging trends in city management. He is a member of the Texas City Management Association. Aaron is married to his wife Jennifer, 19 years, and they have a 12 year old daughter.



Dewey Stoffels, City of Grapevine

Dewey Stoffels is the Environmental Manager for the City of Grapevine, where he manages environmental work in such a way as to promote prosperity while generating a sense of pride in the Grapevine community. His work product is intended to resonate the message “‘Grapevine is a great place to visit’, ‘Grapevine is a great place to work’, and most of all, ‘Grapevine is a great place to live’”.

Key program areas include:

1. Materials Management: Overseeing trash, recycling, reuse, and hazardous waste to minimize environmental impact.

2026/2027 TCAP Board Biographies

Meeting Date: 12/02/2025 Item 6.

(alphabetical order)

2. Water Quality Protection to ensure:
 - Potable and groundwater remain drinkable;
 - Lakes and streams stay swimmable and fishable;
 - Wastewater is efficiently treatable.
3. Vector Control: Combating disease-carrying mosquitoes for public health.
4. Air Quality and Sustainable Energy: Promoting efficiency and cleaner air.

Dewey's areas of research and study include: management, drinking water, wastewater, surface water, steam generation water quality, statistical problem solving, marketing, accounting, and law. He has worked as a solar grazer in the field of agrivoltaics, managed environmental affairs for three North Texas cities, taught college science labs for SFA, researched the effects of timber harvesting and lumber yard pollution in forest streams (assessed surface water physical and chemical parameters, benthic macroinvertebrates, & fish) for the US Forest Service, machined tens of thousands of fluid control valve components, worked constructing stock tanks, assembled thousands of airplane seats, waited on hundreds of tables, served a-many-of pizza waiting on customers, he's hauled countless bales of hay, and hand-picked a small mountain of rocks off of the farm field plains of the North Texas Blackland Prairie. He is grateful for God's grace and His creation.



Isaac Tawil, City of McAllen

Isaac Tawil is a proven community leader with over 25 years of dedicated service to Texas municipalities. His extensive experience and expertise span multiple facets of municipal governance, making him an invaluable asset to the communities he serves. On September 13, 2024, Mr. Tawil was appointed as the City Manager of McAllen, where he currently oversees the City's \$650 million budget and is responsible for the daily management of the City's international airport, two international ports of entry, cultural arts facilities and golf course among 36 city departments. Prior to serving as City Manager, Tawil served in the City Attorney's Office for nearly 13 years, most recently as City Attorney, where he provided McAllen with practical legal and management advice on a wide array of issues. His role in negotiating and composing first-of-their-kind economic development agreements and fostering international relationships designed to stimulate local economic growth has been instrumental in McAllen's continued prosperity. Mr. Tawil has significant experience working with airports, public safety, code compliance, human resources, public infrastructure development, land acquisition, real estate, cultural arts, complex construction management, municipal finance, public utilities, and capital improvement procurement. His experience with intergovernmental federal and state cooperation, community and social services, grant compliance, emergency management, and healthcare systems further underscore his comprehensive understanding of municipal operations. Mr. Tawil holds a Bachelor of Arts degree from the University of Texas at Austin and a law degree from St. Mary's University School of Law. He is an active member of Temple Emanuel and enjoys spending time with his wife and three children.



Omar Williams, City of Fate

Omar Williams serves as the Assistant to the City Manager for the City of Fate, Texas, where he supports strategic planning, organizational development, and major capital initiatives that strengthen community infrastructure and enhance resident engagement.

2026/2027 TCAP Board Biographies

Meeting Date: 12/02/2025 Item 6.

(alphabetical order)

He began his public service career in 2012 with the U.S. Navy, serving five years on active duty as a Hospital Corpsman. Following his military service, he worked for the federal government as an auditor, conducting program and performance reviews. Before joining the City of Fate, Omar spent three years with the Texas Coalition for Affordable Power (TCAP), where he served as Assistant to the Executive Director after completing a graduate internship.

Omar holds a B.A. in English from the University of Kansas and an M.P.A. from the University of North Texas. He currently serves on the Texas Advisory Committee for the U.S. Global Leadership Coalition and the Fund for Veterans' Assistance Advisory Committee under the Texas Veterans Commission. He is also a member of the Texas City Management Association (TCMA), International City/County Management Association (ICMA), and the National Forum for Black Public Administrators (NFBPA).

Favorite Quote: “The most damaging phrase in the language is ‘We’ve always done it this way.’” — Rear Admiral Grace Hoppe



Council Agenda Item

Budget Account Code: Not applicable	Meeting Date: See above.
Budgeted Amount: Not applicable	Department/ Requestor: Kings Crossing Six, LTD
Fund Balance-before expenditure: Not applicable	Prepared by: ACA/CS Scott Hull for Liliana Jimenez/Public Works Director Machado
Estimated Cost: Not applicable	Date Prepared: November 17, 2025
Exhibits:	<ol style="list-style-type: none"> 1. <u>Engineering letter (will be provided in meeting)</u> 2. <u>1-6 Proposed Ord. No. 904 MSA Ordinance - KINGS CROSSING SIX</u> 3. <u>Kings Crossing Six LTD Services Agreement (Exhibit A)</u> 4. <u>Kings Crossing Six Metes and Bounds (Exhibit A.1)</u> 5. <u>1-6 Proposed Ord. No. 905 Annexation Ordinance - Kings Crossing Six</u> 6. <u>Development Application</u> 7. <u>Annexation Request Form</u> 8. <u>Final Plat</u> 9. <u>Fee payments</u> 10. <u>Resolution 2007-170: Development Agreement</u>

AGENDA SUBJECT

KINGS CROSSING PHASE SIX, LTD. 56.939 ACRE TRACT OUT OF THE ANN S. HURT SURVEY, ABSTRACT NO. 428, AND THE AJ TUCKER SURVEY, ABSTRACT NO. 910, COLLIN COUNTY, TEXAS, PLAT APPROVAL, MUNICIPAL SERVICES AGREEMENT, AND ANNEXATION:

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING PHASE SIX FINAL PLAT.

PUBLIC HEARING FOR ANNEXATION OF KINGS CROSSING PHASE SIX LTD., 56.939 ACRES SITUATED IN THE ANN S. HURT SURVEY AND THE A.J. TUCKER SURVEY, ABSTRACT NO. 910, ABSTRACT NO. 428, COLLIN COUNTY, TEXAS.

CONSIDERATION AND/OR APPROPRIATE ACTION ON ORDINANCE NO. 904, AUTHORIZING EXECUTION OF THE MUNICIPAL SERVICES AGREEMENT (MSA).

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 905, ANNEXING APPROXIMATELY 56.939 ACRES SITUATED IN THE ANN S. HURT SURVEY AND THE A.J. TUCKER SURVEY, ABSTRACT NO. 910, ABSTRACT NO. 428, COLLIN COUNTY, TEXAS INTO THE CITY LIMITS.

SUMMARY

Please review the information provided for Final plat of Kings Crossing Phase Six Final Plat, Block B – Block D, Lots 1-28, Block B, Lots 1-6, Block C; Lots 5-15, Block D, being 56.939 acres situated in the A.J. Tucker Survey, Abstract No. 910, and the Ann S. Hurt Survey, Abstract No. 428, in the City of Parker, Collin County, Texas, 45 Residential Lots.

ZONING

Please review the information provided.

Any questions, contact Public Works Director Gary Machado at Gmachado@parkertexas.us prior to the City Council meeting.

Final Plat

Kings Crossing Phase Six Final Plat, Block B – Block D, Lots 1-28, Block B, Lots 1-6, Block C; Lots 5-15, Block D, being 56.939 acres situated in the A.J. Tucker Survey, Abstract No. 910, and the Ann S. Hurt Survey, Abstract No. 428, in the City of Parker, Collin County, Texas, 45 Residential Lots.

POSSIBLE ACTION

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

Inter – Office Use			
Approved by:	Enter Text Here		
Public Work Director:	<i>Gary Machado</i>	Date:	11/xx/2025
City Attorney:	<i>Catherine Clifton</i>	Date:	11/xx/2025 via Municode Software
City Administrator:	<i>Kent Manton</i>	Date:	11/25/2025 via Municode Software

ORDINANCE NO. 904

(Municipal Services Agreement for Kings Crossing Six)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, REGARDING A MUNICIPAL SERVICES AGREEMENT, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 43.0672, BETWEEN THE CITY OF PARKER AND KINGS CROSSING SIX FOR THE PROVISION OF CITY SERVICES TO APPROXIMATELY 56.939 ACRES OF LAND REQUESTED BY OWNER TO BE ANNEXED, GERNALLY LOCATED IN THE SURVEY AND ABSTRACT 428 ANN S HURT SURVEY AND THE SURVEY AND ABSTRACT 910 AJ TUCKER SURVEY, SOUTH OF AND ADJACENT TO LUCAS ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant Kings Crossing Six, Ltd. (hereafter the “Owner”) has submitted a petition for voluntary annexation of approximately 56.939 acres situated in the Ann S. Hurt Survey, Abstract No. 428 and the A.J. Tucker Survey, Abstract No. 910, Collin County, Texas as described in Exhibit A.1 attached hereto and incorporated herein (the “Property”); and

WHEREAS, pursuant to Texas Local Government Code section 43.0672, the City of Parker, Texas (the “City”) must first negotiate a written Services Agreement with the Owner of the real property subject to a petition for voluntary annexation that contains (1) the services that the City will provide on the effective date of the annexation and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City and Owner have come to an agreement about the provision of services to the Property upon and following the annexation of the Property; and

WHEREAS, the City Council of the City of Parker finds it to be in the best interest of the citizens of Parker to enter into a Municipal Services Agreement with the Owner;

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

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

Section 2. The Municipal Services Agreement (“Agreement”), made in accordance with applicable provisions of state law pertaining to annexation and attached hereto as Exhibit A, is approved.

Section 3. The Mayor, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City of Parker under the Agreement.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 2ND DAY OF DECEMBER 2025.

Lee Pettle, Mayor

ATTEST:

Patti Scott Hull, City Secretary

APPROVED AS TO LEGAL FORM:

Catherine Clifton, City Attorney

EXHIBIT A
MUNICIPAL SERVICES AGREEMENT
KINGS CROSSING SIX, LTD.

Proposed

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into this 2nd day of December 2025 by and between the City of Parker, Texas, a Type-A General Law municipality ("City") and Kings Crossing Six, Ltd. (hereafter "Owner" whether one or more).

RECITALS:

WHEREAS, Section 43.0671 of the Texas Local Government Code ("TLGC") permits the City to annex an area if each owner in the area requests the annexation; and

WHEREAS, when the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the property to be annexed on or after the effective date of annexation; and

WHEREAS, the Owner has filed a written petition with the City for voluntary annexation of the Property ("Annexation Case"); and

WHEREAS, the Owner owns approximately 56.939 acres situated in the Ann S. Hurt Survey, Abstract No. 428 and the AJ Tucker Survey, Abstract No. 910, located in the City's extraterritorial jurisdiction, as described in the Application for Annexation and related attachments attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Parker City Council;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation case.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
- 3. MUNICIPAL SERVICES.** Commencing on the effective date of annexation, City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services available by any method or means by which the City makes such municipal services available to any other area of the City, including per the City's infrastructure extension policies, ordinances, and developer or property owner participation in accordance with applicable City ordinances, rules, regulations, and policies.

A. Police

Police protection from City's Police Department shall be provided to the area annexed at a level consistent with current methods and procedures presently provided to areas with similar topography, land use, and population density, on the effective date of the ordinance of annexation in accordance with City of Parker Ordinance 489 and state and federal law. Some of these services include:

1. Normal patrols and response;
2. Handling of complaints and incident reports;
3. Special units, such as traffic enforcement, investigations, and special weapons; and
4. Coordination with other public safety support agencies.

As development commences on the Property, sufficient police protection, including personnel and equipment will be provided to furnish the Property with the level of police services consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, police protection will be provided at a level consistent with other areas of the City having similar characteristics of topography, land use, and population density.

B. Fire Protection

The Parker Fire Department will provide emergency and fire prevention services to the annexation area at a level consistent with current methods and procedures presently provided to area of the City of Parker having similar characteristics of topography, land use, and population density on the effective date of the ordinance of annexation in accordance with City of Parker Ordinance 258 and state and federal law. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment, and transport by Advanced Life Support (ALS) fire engines, trucks, and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

As development commences on the Property, sufficient fire protection, including personnel and equipment will be provided to furnish the Property with the level of fire protection consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, fire protection will be provided at a level consistent with other areas of the City having similar characteristics of topography, land use, and population density.

C. Emergency Medical Service

The Parker Fire Department will provide the following emergency and safety services to the annexation area at a level consistent with current methods and procedures presently provided to areas of the City of Parker having similar characteristics of topography, land use, and population density on the effective date of the ordinance of annexation in accordance with City of Parker Ordinance 258 and state and federal law. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;
2. Pre-hospital emergency Advanced Life Support (ALS) response; and
3. Medical rescue services.

As development commences on the Property, sufficient emergency medical service, including personnel and equipment will be provided to furnish the Property with the level of emergency medical service consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, emergency medical service will be provided at a level consistent with other areas of the City having similar characteristics of topography, land use, and population density.

D. Solid Waste

The City of Parker will provide solid waste collection in accordance with the City's contract with the City Solid Waste Collection Contractor.

E. Water Service

The proposed annexation area is located within the City's Water Service Area as defined by Certificate of Convenience and Necessity (CCN) Number 10207 as issued by the Texas Commission on Environmental Quality (TCEQ).

Connections to existing City water distribution mains for water service will be provided in accordance with City of Parker Ordinance 345A, the City's Development Code, associated Water/Wastewater Criteria Manual, and existing City ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance.

As new development occurs within the Property, extensions of water distribution mains if required, cost participation shall be in accordance with the City ordinances and policies existing at the time of development. Water service capacity shall be provided consistent service to areas of the City having similar characteristics of topography, land use, and population density. The water infrastructure shall be compatible with the City's water master plan.

Operation and maintenance of water facilities and infrastructure that lie within the service area of another water utility will be the responsibility of that utility.

Existing developments, businesses, or homes that are on individual water wells or private water systems will be allowed to remain on those systems until a request for water service is made to the City. The requests for service will be handled in accordance with the applicable utility service line extension and connection policies in place at the time the request for service is received.

F. Wastewater Facilities

The proposed annexation area is located within the City's Sewer Service Area as defined by CCN Number 21001 as issued by the TCEQ.

As development commences in the annexation area, wastewater service shall be in accordance with the existing City ordinances and policies. If required, City participation in the costs of sanitary sewer main extensions shall be in accordance with applicable City ordinances and regulations existing at the time of development. Capacity shall be provided consistent with other areas having similar characteristics of topography, land use, and population density. The sanitary sewer infrastructure shall be compatible and consistent with the City's wastewater master plan.

Operation and maintenance of wastewater facilities and infrastructure lying within the service area of another wastewater utility will be the responsibility of that utility. Similarly, operation and maintenance of private wastewater facilities will be the responsibility of the private property owner.

G. Roads and Streets

Emergency street maintenance, defined as repairs necessary to prevent imminent damage or injury to the health or safety of the public or any person, as determined by the Public Works Director, shall be provided within the Property upon the effective date of the annexation. Routine maintenance will be provided to the Property and will be scheduled as part of the City's annual program, in accordance with the current policies and procedures defined by ordinance or otherwise established by the City.

Any construction or reconstruction will be considered within the Property on a Citywide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs, in conformance with fiscal allotments by the City Council. If an existing sign remains, it will be reviewed and placed on the City's inventory listing for routine replacement, based upon an engineering study. New signs will be installed, when necessary, based upon an engineering study.

Routine maintenance of road/street markings will be evaluated and scheduled within the yearly budgetary allotments by the City Council.

H. Drainage

Connections to existing City drainage facilities will be provided in accordance with City ordinances existing at the time of the request for connection. Drainage fees will be assessed at the rates established by City ordinance and will be charged on the utility bill after annexation. All runoff, whether directly tied into the system or not, impacts the system and will be charged.

As new development occurs within the Property, drainage facilities will be extended or improved by the developer. Any cost participation shall be in accordance with City ordinance and policies existing at the time of development. Drainage facilities extended by the City will have to be a Capital Improvement Project (CIP) project and bonds will need to be sold. Drainage capacity shall be provided consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Existing developments, businesses, or homes that are on existing drainage systems will be allowed to continue to remain on those systems until a request for drainage facilities is made to the City. Any requests for City improvements to existing drainage facilities will be handled in accordance with the applicable extension and connection policies currently in place at the time the request for improved drainage facilities is received by the City. These will be ranked in the CIP project matrix, in accordance with the City drainage plan.

I. Parks, Playgrounds, and Swimming Pools

Residents of the annexed area may utilize all existing park and recreation facilities as of the effective date of the annexation. Fees for such usage shall be in accordance with the current fees established by ordinance.

Maintenance of public parks, playgrounds, and swimming pools is expressly accepted by the City as publicly owned.

J. Publicly Owned Facilities

Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Parker on the effective date of the annexation.

K. Permitting and Inspections

Permitting and inspections shall be obtained through the City, as outlined by City ordinance.

L. Other Services

Other services that may be provided by the City, such as municipal and general administration, will be made available as of the effective date of the annexation. The City shall provide a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City.

having topography, land use, and population density similar to those reasonably contemplated or projected in the area of the Property.

4. UNIFORM LEVEL OF SERVICES NOT REQUIRED. Nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Property, if different characteristics of topography, land use, and population density justify different levels of service.

5. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. EFFECTIVE DATE; TERM. The effective date of this Agreement is the date of the annexation of the Property. This Agreement shall be valid for a term of ten (10) years from the Effective Date.

7. VENUE AND GOVERNING LAW. Venue shall be in the state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

8. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

9. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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

11. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. SUCCESSORS AND ASSIGNS. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of how the Property is developed.

13. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the complete agreement of the parties to this Agreement and supersedes all prior written agreements between the parties. This Agreement shall not be amended unless executed in

writing by both parties. The parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

**THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE
ABOVE FIRST WRITTEN.**

Lee Pettle, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Patti Scott Grey, City Secretary

Catherine Clifton, City Attorney

EXHIBIT A.1

[Annexation Application, Legal Description
and Survey of Property]



OWNER'S CERTIFICATE AND DEDICATION
STATE OF TEXAS)
COUNTY OF COLLIN)

METES AND BOUNDS DESCRIPTION

PHASE SIX

BEING A TRACT OF LAND SITUATED IN THE ANN S. HURT SURVEY, ABSTRACT NO. 428, AND THE A.J. TUCKER SURVEY, ABSTRACT NO. 910, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 117.555 ACRE TRACT OF LAND CONVEYED TO KINGS CROSSING SIX, LTD., AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2023000145829 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A POINT IN THE CENTER OF WEST LUCAS ROAD, FROM WHICH A 1/2-INCH IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON" BEARS SOUTH 00 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 38.87 FEET SAID IRON ROD BEING ON THE SOUTH LINE OF AN EXISTING 15-FOOT COUNTY ROAD EASEMENT RECORDED IN VOLUME 3501, PAGE 122, DEED RECORDS, COLLIN COUNTY, TEXAS (D.R.C.C.T), AND THE NORTHEAST CORNER OF LOT 2-X, BLOCK E, OF THE PARKER LAKE ESTATES, PHASE 2 ADDITION, RECORDED IN VOLUME N, PAGE 808, AND UNDER DOCUMENT NUMBER 2002-0063087, PLAT RECORDS, COLLIN COUNTY, TEXAS (P.R.C.C.T);

THENCE, NORTH 89 DEGREES 47 MINUTES, 24 SECONDS EAST, ALONG SAID CENTER OF WEST LUCAS ROAD, A DISTANCE OF 1498.21 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON," AND BEING THE NORTHWEST CORNER OF KINGS CROSSING PHASE 1, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, RECORDED UNDER INSTRUMENT NUMBER 20140205010000360, Q.P.R.C.G.T.:

THENCE, SOUTH 00 DEGREES 12 MINUTES 20 SECONDS EAST, A DISTANCE OF 45.19 FEET TO THE SOUTH LINE OF SAID WEST LUCAS ROAD, AND BEING THE NORTHEAST CORNER OF A CALLED 1.00-ACRE TRACT OF LAND CONVEYED TO KINGS CROSSING SIX, LTD., RECORDED UNDER DOCUMENT NUMBER 2023000145830, O.P.R.C.T., AND FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 69 DEGREES 04 MINUTES 14 SECONDS WEST, 0.20 FEET;

THENCE, ALONG SAID SOUTH LINE, NORTH 89 DEGREES 59 MINUTES 06 SECONDS WEST, A DISTANCE OF 1107.87 FEET TO A SET 1/2-INCH IRON ROD WITH PLASTIC YELLOW CAP STAMPED "PAPE DAWSON";

THENCE, OVER AND ACROSS THE REMAINDER OF THE SAID 117.555 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 40 MINUTES 23 SECONDS WEST, A DISTANCE OF 35.13 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON".

SOUTH 00 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 73.74 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'PAPE DAWSON' AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 04 MINUTES 26 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 10 DEGREES 51 MINUTES 05 SECONDS WEST, 60.00 FEET;

ALONG WITH SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 60.41 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON" AT THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 04 MINUTES 26 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 10 DEGREES 51 MINUTES 05 SECONDS WEST, 40.00 FEET;

ALONG WITH SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 40.27 FEET TO A SET 1/2-INCH IRON ROD WITH THE FOLLOWING PLASTIC CAP STAMPED "PAPE DAWSON".

SOUTH 00 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 88.47 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON".

SOUTH 45 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON".

SOUTH 00 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A SET 1/2-INCH IRON ROD WITH A

NORTH 89 DEGREES 18 MINUTES 52 SECONDS EAST, A DISTANCE OF 275.00 FEET TO A SET 1/2-INCH IRON ROD WITH A MYLON PLASTIC CAP STAMPED "DABE DAWSON".

SOUTH 00 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 175.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 06 DEGREES 08 MINUTES 57 SECONDS EAST, A DISTANCE OF 138.54 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 11 DEGREES 19 MINUTES 05 SECONDS EAST, A DISTANCE OF 59.13 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 13 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 78.81 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 13 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 71.19 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 13 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 79.04 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 19 DEGREES 36 MINUTES 10 SECONDS EAST, A DISTANCE OF 71.41 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 51 DEGREES 24 MINUTES 52 SECONDS WEST, A DISTANCE OF 173.03 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 10 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 223.02 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 68 DEGREES 32 MINUTES 41 SECONDS WEST, A DISTANCE OF 95.96 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 295.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 68 DEGREES 32 MINUTES 41 SECONDS WEST, A DISTANCE OF 78.71 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 76 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 151.33 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 315.02 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

NORTH 68 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 68.95 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 23 DEGREES 32 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 285.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON," AND POINT BEING ON THE NORTH LINE OF SAID 49.585 ACRE TRACT OF LAND CONVEYED TO KINGS CROSSING PHASE 5, LTD., RECORDED UNDER INSTRUMENT NUMBER 2023010000566, O.P.R.C.C.T.;

THENCE, SOUTH 68 DEGREES 32 MINUTES 41 SECONDS WEST, WITH THE NORTH LINE OF SAID 49.585 ACRE TRACT, A DISTANCE OF 647.59 FEET TO A POINT FOR CORNER FROM WHICH A FOUND 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "ONEIL" BEARS NORTH 13 DEGREES 03 MINUTES 38 SECONDS EAST, 0.20 FEET;

THENCE, SOUTH 35 DEGREES 55 MINUTES 37 SECONDS WEST, A DISTANCE OF 229.49 FEET TO THE NORTHEAST CORNER OF PARKER LAKE ESTATES PHASE 3-A, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 806 OF PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), AND FROM WHICH A FOUND 3/4-INCH IRON ROD BEARS NORTH 78 DEGREES 26 MINUTES 07 SECONDS EAST, 0.18 FEET;

THENCE, SOUTH 89 DEGREES 39 MINUTES 11 SECONDS WEST, A DISTANCE OF 538.86 FEET TO THE SOUTHEAST CORNER OF THE PARKER LAKE ESTATES PHASE 1, AS SHOWN ON THE PLAT RECORDED IN CABINET M, PAGE 202 - 203, P.R.C.C.T., AND FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 75 DEGREES 11 MINUTES 38 SECONDS EAST, 0.17 FEET;

THENCE, NORTH 00 DEGREES 46 MINUTES 29 SECONDS WEST, ALONG THE EAST LINE OF SAID PARKER LAKESTATES PHASE 1, A DISTANCE OF 1652.58 FEET TO THE SOUTHWEST CORNER OF LOT 16, BLOCK E OF PARKER LAKE ESTATES PHASE 2, AS SHOWN ON PLAT RECORDED IN CABINET N, PAGE 808, P.R.C.C.T., AND FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 44 DEGREES 12 MINUTES 35 SECONDS 35 EAST, 0.22 FEET;

THENCE, NORTH 88 DEGREES 54 MINUTES 05 SECONDS EAST, A DISTANCE OF 538.45 FEET TO A FOUND 2-INCH IRON PIPE;

THENCE, NORTH 00 DEGREES 41 MINUTES 08 SECONDS WEST, A DISTANCE OF 1154.41 FEET TO SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

THENCE, NORTH 00 DEGREES 41 MINUTES 08 SECONDS WEST, A DISTANCE OF 38.87 FEET TO **THE POINT OF BEGINNING**, AND CONTAINING 56.939 ACRES OR 2,480,263 SQUARE FEET OF LAND, MORE OR LESS, AND BEING PREPARED UNDER JOB NUMBER 70361-01 BY PAPE DAWSON CONSULTING ENGINEERS, LLC.

ORDINANCE NO. 905
(Annexation for Kings Crossing Six)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 56.939 ACRES SITUATED IN THE ANN S. HUNT SURVEYS, ABSTRACT NO. 428, AND THE A.J. TUCKER SURVEY, ABSTRACT NO. 910, COLLIN COUNTY, TEXAS INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF PARKER, TEXAS; PROVIDING FINDINGS OF FACT; PROVIDING A REPLEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker, Texas (“City”) is a Type-A, General Law municipality located in Collin County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of the property owner in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition from Kings Crossing Six, Ltd. requesting the voluntary annexation of the area described in Exhibit A.1; and

WHEREAS, the area identified in Exhibit A.1, approximately 56.939 acres situated in the Ann S. Hurt Survey, Abstract No. 428 and A.J. Tucker Survey, Abstract 910, in Collin County, is adjacent and contiguous to the City limits; and

WHEREAS, City staff proceeded with negotiating a service agreement with the property owner, in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of the Texas Local Government Code on December 2, 2025; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City;

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

Section 1. Findings of Fact

The recitations contained in the preamble of this Ordinance are hereby found to be true and correct legislative and factual findings of the City Council of Parker, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

Section 2. Annexation of Territory

- A. The property in the area described in Exhibit A.1, attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Parker, Texas, and is made an integral part hereof.
- B. The official map and boundaries of the City of Parker, Texas are hereby amended and revised so as to include the area annexed.
- C. The annexation agreement, executed prior to the annexation approval in accordance with Section 43.0670 of the Texas Local Government Code is attached hereto as Exhibit A and incorporated herein for all intents and purposes.
- D. The owner and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Parker, Texas and are hereby bound by all acts, ordinances, and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3. Filing

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries.
- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Collin County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance map of the entire City that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

Section 4. Repealer

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

Section 5. Severability

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

Section 6. Proper Notice and Meeting

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

Section 14. Effective Date

This Ordinance shall be effective, and the annexation achieved herein shall be final and complete, immediately upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 2ND DAY OF DECEMBER 2025.

Lee Pettle, Mayor

ATTEST:

Patti Scott Hull, City Secretary

APPROVED AS TO LEGAL FORM:

Catherine Clifton, City Attorney

v 12.19.23



DEVELOPMENT APPLICATION

City of Parker, Texas

OCT 23 2025

Proposed Name of Subdivision: Kings Crossing Phase 6

Plat Approval Requested **Filing Fee**

<input type="checkbox"/> Preliminary Plat	<u>\$800.00 + \$30/acre</u>
<input type="checkbox"/> Site Plan	<u>\$300.00 + \$25/acre</u>
<input type="checkbox"/> Replat/Amended	<u>\$500.00 plus \$15/lot</u>

<input checked="" type="checkbox"/> Final Plat	<u>\$800.00 + \$30/acre</u>
<input type="checkbox"/> Minor Plat (5 lots or less)	<u>\$500.00 + \$100/lot</u>
<input type="checkbox"/> Development Plat	<u>\$300.00 + \$30/acre</u>

Filing Fee

Physical Location of Property: N. of Ph. 5, S & adjacent to Lucas Rd., E of Parker Lake Estates

(Address and General Location – Approximate distance to the nearest existing street corner)

Brief Legal description of Property (must attach accurate metes and bound description to application):

A.J. Tucker Survey Abs. 910, Ann S. Hurt Survey Abs. 428

(Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: 56.939 Existing # of Lots/Tracts: 45 Existing Zoning: _____
(If a PD, include the Ordinance with application)

Property Owner's Name: Kings Crossing Six, LTD Phone Number: 214-368-0238

Applicant/Contact Person: Stephen L. Sallman Title: _____

Company Name: Kings Crossing Six, LTD

Street/Mailing Address: 4040 N. Central Expwy, Ste 850 City: Dallas State: TX Zip: 75204

Phone: 214-368-0238 Fax: _____ Email Address: ssallman@warnergroup.com

Engineering Company: Pape-Dawson

Contact Person: Thomas Moss Title: Engineer/Project Manager

Street/Mailing Address: 6105 Tennyson Pkwy, Ste 210 City: Plano State: TX Zip: 75024

Phone: 214-420-8494 Fax: _____ Email Address: tmoss@pape-dawson.com

**** READ BEFORE SIGNING BELOW:** If there is more than one property owner, complete a separate sheet with the same wording as below. The City requires all Original Signatures. If applicant is other than the property owner, a "Power of Attorney" with original, notarized signatures is required.

STATE OF TEXAS) (

COUNTY OF COLLIN) (

BEFORE ME, a Notary Public, on this day personally appeared Stephen L. Sallman, manager the undersigned applicant, who, under oath, stated the following "I hereby certify that I am the owner, or duly authorized agent of the owner, (Proof must be attached, e.g. "Power of Attorney") for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

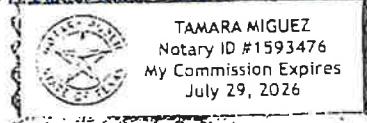
Stephen L. Sallman
Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 18th day of September, 2025.

Tamara Miguez

Notary Public in and for the State of Texas:

City of Parker * 5700 E Parker Road, Suite 5002, 972-442-6811 Fax 972-442-2894 www.parkertexas.us



SUBMITTAL DEADLINES: In accordance with the most recent Plat Submittal Calendar posted on the City of Parker Website.

SUBMISSIONS. Failure to submit all materials (including three sets of bound engineering plans) to the City with this application will result in an incomplete application. Submit twelve (12) FOLDED to 8 1/2" X 11" copies of 24" X 36" prints [1"=100' scale] + electronic version in jpeg, .tiff, or .pdf format. Applicant is to submit a complete copy of this application and drawings to the City Engineer.

ALL APPLICATIONS MUST BE COMPLETE BEFORE THEY WILL BE PLACED ON A CITY AGENDA. It is the applicant's responsibility to be familiar with and to comply with the requirements of this application and checklist as well as the City of Parker, Texas Code of Ordinances, Chapter 155, Subdivision Regulations ("Subdivision Regulations").

NOTICE OF PUBLIC RECORDS: The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e. copy) such documents.

SUBMITTAL FEES: All fees are due and payable at the time of application, except inspection and/or engineering fees, which are due at the time of preconstruction conference contemplated by §155.046 of the Subdivision Regulations. No construction shall take place prior to the preconstruction conference, g submission of certified construction cost bid(s) by the contractor(s) and Owner, and satisfaction of the remaining requirements of §155.046. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

City Contact Information:

Public Works Director
City of Parker, Texas
5700 E. Parker Road * Parker, Texas 75002
Phone 972-442-6811 * Fax 972-442-2894 * www.parkertexas.us

OFFICE USE ONLY This submittal meets the City of Parker's requirements per City ordinances for processing.

[Signature]

Public Works Director

Title

10/23/2025

OFFICIAL SUBMISSION DATE

Fees Paid \$2,500.17 Check # 2046 From: Kings Crossing Six, LTD

P&Z Agenda Date: 11/13/25 Action: _____ CC Agenda Date: 12/1/25 Action: _____

Current Zoning: _____ Ordinance Number: _____ Date Approved: _____

Staff Comments forwarded to applicant on: _____ Revisions Due no later than: _____

Plans routed for review on _____ to: Public Works Director

City Engineer

Building Official

Fire Department

Police Department

Public Hearing Required: Yes No

Paper Notice _____ (date) _____

Written Notice _____ (date) _____

SUBMITTAL REQUIREMENTS:

Failure to submit all materials to the City with complete application will result in delays scheduling the agenda date.

- Twelve (12) FOLDED copies of drawing(s) 24" X 36" [1"=100' scale]
- Five (5) FOLDED 11 X 17
- Three (3) Complete Engineering Plans
- Three (3) General Tree Survey
- Property Metes and Bounds on 8 1/2 X 11 Sheet
- Proof of Ownership (Warranty Deed or Tax Certificate)
- Power of Attorney

The face of the plat shall show the following:

- Date of preparation
- Scale of plat
- North arrow
- Name and address of:
 - Applicant
 - Engineer or Surveyor responsible for preparation of plat
- Survey and abstract with tract designation
- Location of major and/or secondary thoroughfares located with or adjacent to the property.
- Location of existing or platted streets within and adjacent to the existing property
- Location of existing right-of-ways, utility and/or drainage easements.
- Vicinity map showing location of tracts by reference to existing streets or highways.
- Subdivision boundary lines, indicated by heavy lines, and the computed acreage of the subdivision. The subdivision boundary shall be construed to include the part of adjacent boundary streets which were previously established by dedication or purchase from the tract being subdivided.
- Legal description of the property to be subdivided, and metes and bounds description of the subdivision perimeter.
- Primary control points or descriptions, and ties to such control points to which all dimensions, angles, bearings, block numbers and similar data shall be referred.
- Names of the owners of contiguous parcels of un-subdivided land, and names of contiguous subdivisions and the County Recorder's book and page number thereof, and the lot patterns of these subdivisions.
- Location of the city limits lines, the outer border of the City's extraterritorial jurisdiction and zoning district boundaries, if they traverse the subdivision, or form part of the boundary of the subdivision, or are contiguous to such boundary.
- If there is no adjacent subdivision, a map on a small scale shall be included with the preliminary plan, and oriented the same way, to show the nearest subdivision in each direction; it shall show how the streets, alleys, or highways in the subdivision submitted may connect with those in the nearest subdivision, if situated within two thousand (2,000) feet of the proposed subdivision.
- All other data required by the City of Parker, Texas Code of Ordinances Chapter 155, Subdivision Regulations, available for view at <https://www.parkertexas.us> .



ZONING BOUNDARY CHANGE APPLICATION FORM
ANNEXATION REQUEST FORM

1. Requesting: Permanent Zoning _____
 Re-Zoning _____ (See Note*)
 Annexation _____

*Note: If requesting re-zoning, please attach a letter stating nature of re-zoning request; i.e. state present zoning and type of zoning change requested.

Applicant/Company Name: Kings Crossing Six, Ltd

Company Address: 4040 North Central Expressway, Suite 850, Dallas, Texas 75204

Company Phone Number: 214-368-0238

Company Email: ssallman@warnergroup.com

Contact Name: Preston Walhood, Vice President

Contact Phone Number: 214-368-0238

Contact Email: pwalhood@warnergroup.com

2. Description and Location of Property:

- Survey and abstract: A.J. Tucker Survey Abs. 910, Ann S. Hurt Survey Abs. 428
- Lot and block: _____
- Total number of acres: 56.939
- Location further described: N. of Ph. 5, S & adjacent to Lucas Rd., E of Parker Lake Estates

3. Attach 8 copies of the preliminary plat or survey that contains:

- North point, scale, and date
- Name and address of:
 - Applicant
 - Engineer or surveyor responsible for survey of plat
- Survey and abstract with tract designation
- Location of major and/or secondary thoroughfares located with or adjacent to the property
- Location of existing or platted streets within and adjacent to the existing property
- Location of all existing rights of way, utility, and/or drainage easements

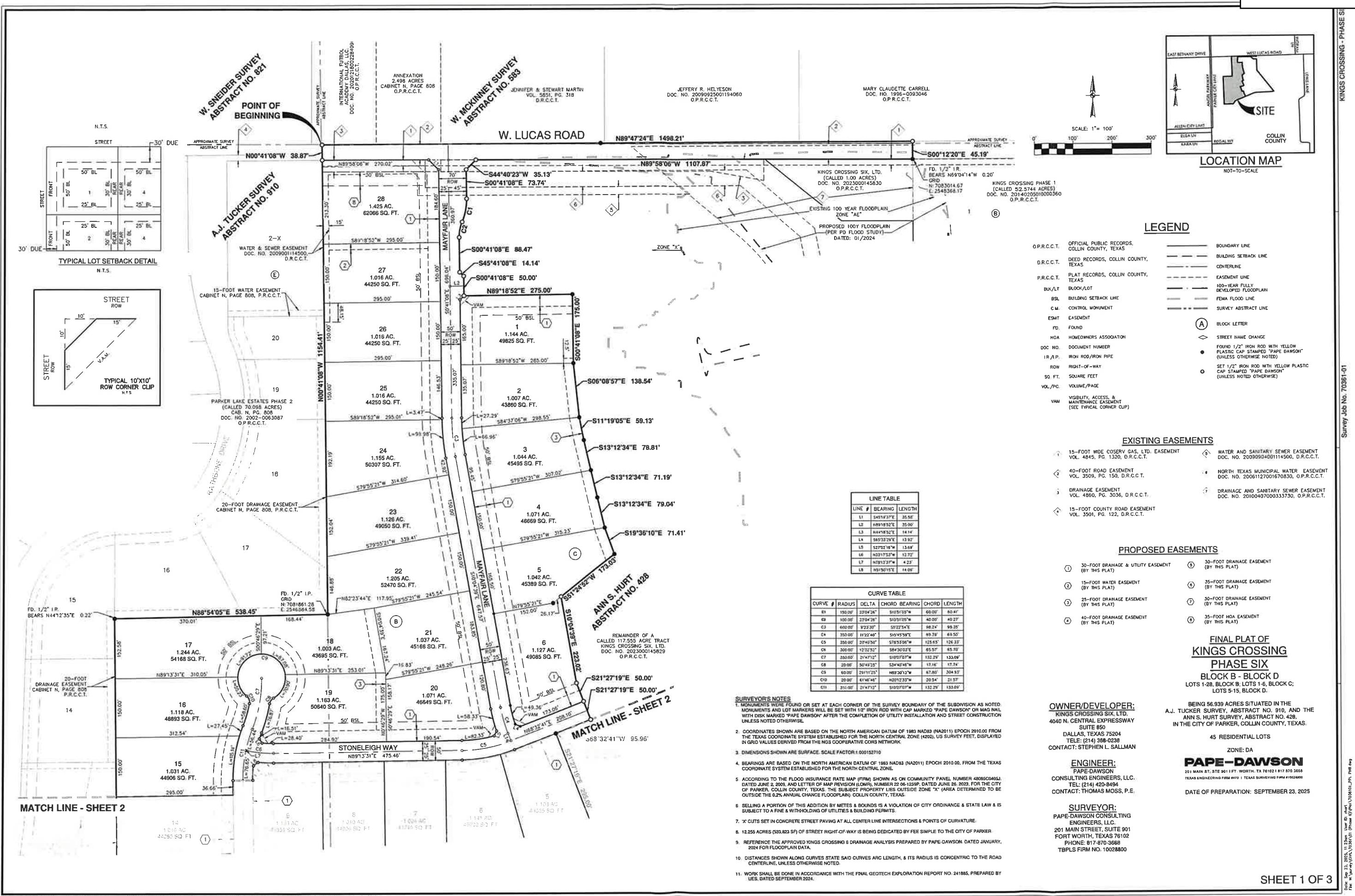
Page 2

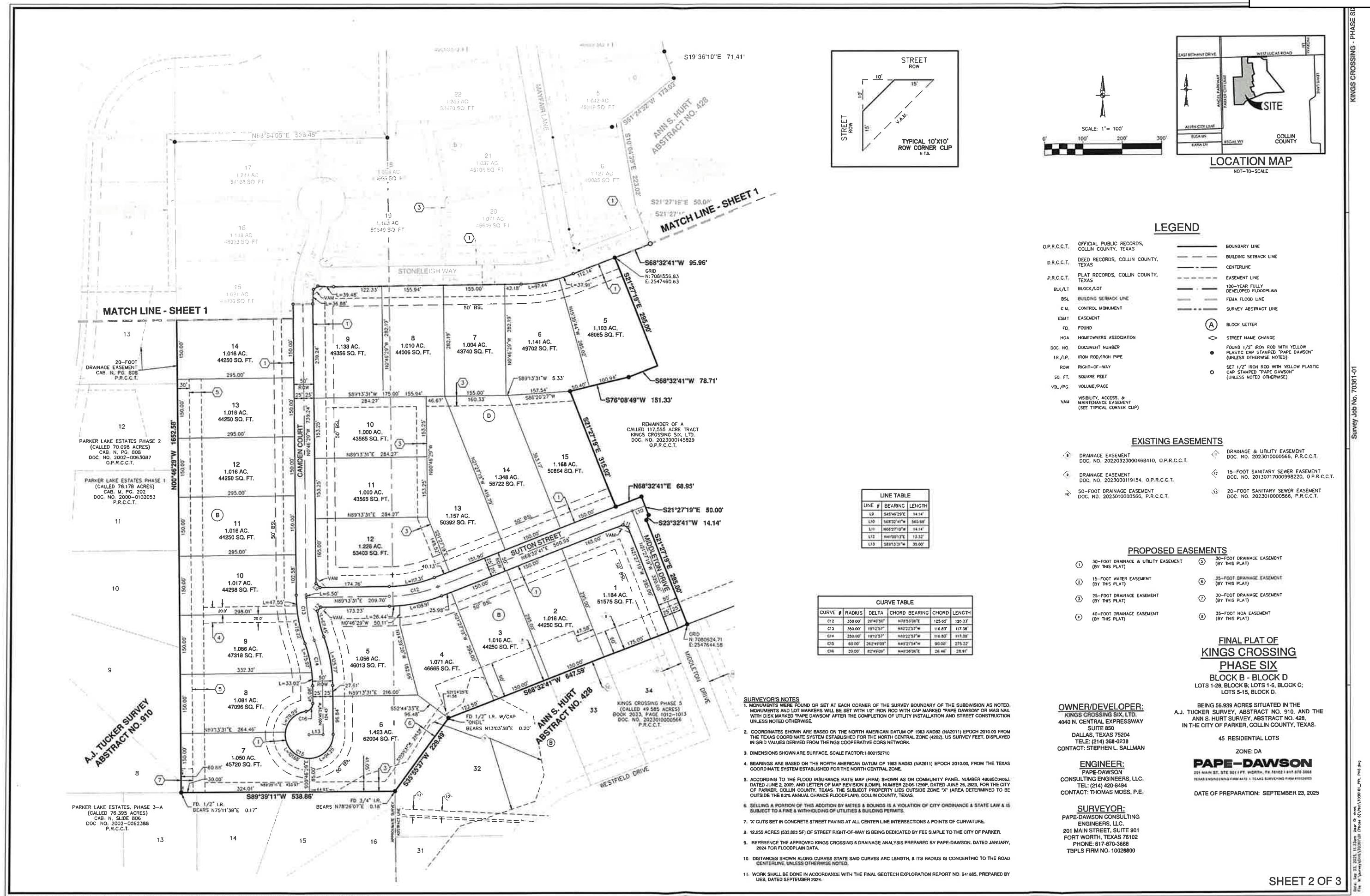
4. Fees (Non-Refundable): See Attached Fee Schedule

All fees are due and payable at the time of application. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

All the requirements and fees of this application are submitted to the City of Parker requesting a hearing date for a Public Hearing before the Planning and Zoning Commission and/or the City Council as may be required. Hearing dates will be scheduled in accordance with provisions of the City of Parker's Comprehensive Zoning Ordinance.

Applicant: Steph L. Sellmer Date: 10/21/2025
Accepted: OMS Date: 10/23/2025





OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS

COUNTY OF COLLIN

METES AND BOUNDS DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE ANGELA ESTATE, SUBDIVISION, BEING THE A.J. TUCKER SURVEY, ABSTRACT NO. 910 COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 17.555 ACRE TRACT OF LAND CONVEYED TO KINGS CROSSING SIX, LTD., AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 202200145892 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING AT A POINT IN THE CENTER OF WEST LUCAS ROAD, FROM WHICH A 1/2-INCH IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON" BEARS SOUTH 00 DEGREES 46 MINUTES 29 SECONDS WEST, ALONG THE EAST LINE OF SAID PARKER LAKE ESTATES PHASE 1, A DISTANCE OF 165.38 FEET TO THE SOUTHWEST CORNER OF LOT 16, BLOCK E OF PARKER LAKE ESTATES PHASE 2, AS SHOWN ON PLAT RECORDED IN CABINET N, PAGE 828, P.R.C.T., AND FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 44 DEGREES 12 MINUTES 35 SECONDS 33 EAST, 0.22 FEET;

THENCE, NORTH 00 DEGREES 46 MINUTES 29 SECONDS WEST, A DISTANCE OF 528.45 FEET TO A FOUND 1/2-INCH IRON PIPE;

THENCE, NORTH 00 DEGREES 41 MINUTES 08 SECONDS WEST, A DISTANCE OF 1154.41 FEET TO SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

THENCE, NORTH 00 DEGREES 41 MINUTES 08 SECONDS WEST, A DISTANCE OF 38.67 FEET TO THE POINT OF BEGINNING, AND CONTAINING 56.939 ACRES OR 2,480.233 SQUARE FEET OF LAND, MORE OR LESS

THENCE, NORTH 00 DEGREES 47 MINUTES, 24 SECONDS EAST, ALONG SAID CENTER OF WEST LUCAS ROAD, A DISTANCE OF 1498.21 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", BEING THE NORTHWEST CORNER OF KINGS CROSSING PHASE 1, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, RECORDED UNDER DOCUMENT NUMBER 2014020501000850, O.P.R.C.T.;

THENCE, SOUTH 00 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 45.18 FEET TO THE SOUTH LINE OF SAID WEST LUCAS ROAD, AND BEING THE NORTHEAST CORNER OF A CALLED 1.00-ACRE TRACT OF LAND CONVEYED TO KINGS CROSSING SIX, LTD., RECORDED UNDER DOCUMENT NUMBER 202200145892, O.P.R.C.T., AND FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, 0.20 FEET;

THENCE, ALONG SAID SOUTH LINE, NORTH 00 DEGREES 03 MINUTES 06 SECONDS WEST, A DISTANCE OF 1107.87 FEET TO A SET 1/2-INCH IRON ROD WITH PLASTIC YELLOW CAP STAMPED "PAPE DAWSON";

THENCE, OVER AND ACROSS THE REMAINDER OF THE SAID 17.555 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 40 MINUTES 23 SECONDS WEST, A DISTANCE OF 15.13 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 00 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 72.74 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON" AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 04 MINUTES 28 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 10 DEGREES 51 MINUTES 05 SECONDS WEST, 40.00 FEET;

ALONG WITH SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 60.41 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON" AT THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 04 MINUTES 28 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 10 DEGREES 51 MINUTES 05 SECONDS WEST, 40.00 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 40.27 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 00 DEGREES 41 MINUTES 01 SECONDS EAST, A DISTANCE OF 48.47 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 45 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 00 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

NORTH 00 DEGREES 18 MINUTES 52 SECONDS EAST, A DISTANCE OF 275.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 00 DEGREES 41 MINUTES 38 SECONDS EAST, A DISTANCE OF 175.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 00 DEGREES 08 MINUTES 57 SECONDS EAST, A DISTANCE OF 135.54 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 11 DEGREES 19 MINUTES 05 SECONDS EAST, A DISTANCE OF 59.13 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 00 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 78.81 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 13 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 71.19 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 13 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 79.04 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 13 DEGREES 39 MINUTES 10 SECONDS EAST, A DISTANCE OF 71.41 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 51 DEGREES 24 MINUTES 52 SECONDS WEST, A DISTANCE OF 173.03 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 10 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 223.02 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.90 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 68 DEGREES 32 MINUTES 41 SECONDS WEST, A DISTANCE OF 95.96 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 18 SECONDS EAST, A DISTANCE OF 295.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 68 DEGREES 32 MINUTES 41 SECONDS WEST, A DISTANCE OF 78.71 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 76 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 151.33 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 18 SECONDS EAST, A DISTANCE OF 315.02 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

NORTH 00 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 68.95 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 32 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

SOUTH 21 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 285.00 FEET TO A SET 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON" AND POINT BEING ON THE NORTH LINE OF CALLED 49.585 ACRE TRACT OF LAND CONVEYED TO KINGS CROSSING PHASE 1, LTD., RECORDED UNDER INSTRUMENT NUMBER 202201002986, O.P.R.C.T.;

THENCE, SOUTH 68 DEGREES 32 MINUTES 41 SECONDS WEST, WITH THE NORTH LINE OF SAID CALLED 49.585 ACRE TRACT, A DISTANCE OF 647.59 FEET TO A POINT FOR CORNER FROM WHICH A FOUND 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "ONEIL" BEARS NORTH 13 DEGREES 00 MINUTES 38 SECONDS EAST, 0.20 FEET;

THENCE, SOUTH 25 DEGREES 55 MINUTES 37 SECONDS WEST, A DISTANCE OF 229.49 FEET TO THE NORTHEAST CORNER OF PARKER LAKE ESTATES PHASE 5-A, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 806, P.R.C.T., AND FROM WHICH A FOUND 3/4-INCH IRON ROD BEARS NORTH 78 DEGREES 26 MINUTES 07 SECONDS EAST, 0.16 FEET;

THENCE, SOUTH 89 DEGREES 39 MINUTES 11 SECONDS WEST, A DISTANCE OF 538.66 FEET TO THE SOUTHEAST CORNER OF THE PARKER LAKE ESTATES PHASE 1, AS SHOWN ON PLAT RECORDED IN CABINET M, PAGE 202 - 203, P.R.C.T., AND FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 78 DEGREES 11 MINUTES 33 SECONDS EAST, 0.17 FEET;

SURVEYOR'S NOTES

1. MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION AS NOTED. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" IRON ROD WITH CAP MARKED "PAPE DAWSON" OR MAG NAIL WITH DISK MARKED "PAPE DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.

2. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202), US SURVEY FEET, DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.

3. DIMENSIONS SHOWN ARE SURFACE SCALE FACTOR: 1.000152710

4. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE.

5. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) SHOWN AS ON COMMUNITY PANEL NUMBER 44050004051, DATED JUNE 2, 2009, AND LETTER OF MAP REVISION (LOMR) NUMBER 22-06-1259, DATED JUNE 26, 2023, FOR THE CITY OF PARKER, COLLIN COUNTY, TEXAS, THE SUBJECT PROPERTY LIES OUTSIDE ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), COLLIN COUNTY, TEXAS.

6. SELLING A PORTION OF THIS ADDITION BY METES & BOUNDS IS A VIOLATION OF CITY ORDINANCE & STATE LAW & IS SUBJECT TO A FINE & WITHHOLDING OF UTILITIES & BUILDING PERMITS.

7. 'X' CUTS SET IN CONCRETE STREET PAVING AT ALL CENTER LINE INTERSECTIONS & POINTS OF CURVATURE.

8. 12.255 ACRES (533.823 SF) OF STREET RIGHT-OF-WAY IS BEING DEDICATED BY FEE SIMPLE TO THE CITY OF PARKER.

9. REFERENCE THE APPROVED KINGS CROSSING 6 DRAINAGE ANALYSIS PREPARED BY PAPE-DAWSON, DATED JANUARY, 2024 FOR FLOODPLAIN DATA.

10. DISTANCES SHOWN ALONG CURVES STATE SAID CURVES ARC LENGTH & ITS RADIUS IS CONCENTRIC TO THE ROAD CENTERLINE, UNLESS OTHERWISE NOTED.

11. WORK SHALL BE DONE IN ACCORDANCE WITH THE FINAL GEOTECH EXPLORATION REPORT NO. 241885, PREPARED BY UES, DATED SEPTEMBER 2024.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ELLIOTT PAT BUSBY DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS.

ELLIOTT PAT BUSBY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 558
FIRM REGISTRATION NO. 10028800
PAPE DAWSON CONSULTING ENGINEERS, LLC.
201 MAIN STREET, SUITE 901
FORT WORTH, TEXAS 76102
TELE: (817) 870-3569
EMAIL: EBUSBY@PAPE-DAWSON.COM

CERTIFICATION DATE: SEPTEMBER 2025

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ELLIOTT PAT BUSBY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY APPROVAL CERTIFICATE

RECOMMENDED FOR APPROVAL:

CHAIRMAN, PLANNING AND ZONING COMMISSION
CITY OF PARKER, TEXAS

APPROVED AND ACCEPTED:

MAYOR, CITY OF PARKER, TEXAS

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF PARKER, TEXAS, HEREBY CERTIFIES THAT THE VACATING OF THE PARKER ESTATES PLAT AND THE FOREGOING DEDICATION OF PLAT OF KINGS CROSSING PHASE 6, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AND MATTERS FURTHER NOTED, WERE APPROVED BY THE CITY COUNCIL FOR FORMAL ACTION THEN AND THERE ACCEPTED BOTH THE VACATING OF THE PARKER ESTATES PLAT AND THE DEDICATION OF STREETS, ALLEYS, EASEMENTS AND PUBLIC PLACES AS SHOWN AND SET FORTH IN AND UPON SAID MAP OR PLAT, AND SAID CITY COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE APPROVAL THEREOF BY THE CITY COUNCIL, BY SIGNING THIS PLAT IN THE SPACE HEREIN ABOVE PROVIDED.

WITNESS, MY HAND THIS _____, 2025.

CITY SECRETARY, CITY OF PARKER, TEXAS

FINAL PLAT OF
KINGS CROSSING
PHASE SIXBLOCK B - BLOCK D;
LOTS 1-28, BLOCK B; LOTS 1-6, BLOCK C;
LOTS 5-15, BLOCK D.

BEING 56.939 ACRES SITUATED IN THE
A.J. TUCKER SURVEY, ABSTRACT NO. 910, AND THE
ANN S. HURT SURVEY, ABSTRACT NO. 428,
IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS.

45 RESIDENTIAL LOTS

ZONE: DA

OWNER/DEVELOPER:
KINGS CROSSING SIX, LTD.
4040 N. CENTRAL EXPRESSWAY
SUITE 850
DALLAS, TEXAS 75204
TELE: (214) 368-0238
CONTACT: STEPHEN L. SALLMAN

ENGINEER:
PAPE DAWSON
CONSULTING ENGINEERS, LLC.
TEL: (214) 420-8494
CONTACT: THOMAS MOSS, P.E.

SURVEYOR:
PAPE-DAWSON
CONSULTING ENGINEERS, LLC.
201 MAIN STREET, SUITE 901
FORT WORTH

2046

INTERBANK
OKLAHOMA CITY, OK

39-70/1030

Development Account
4040 N. Central Expressway, Suite 850
Dallas, Texas 75204



9/12/2025

\$ **2,508.17

PAY TO THE
ORDER OF City of Parker

Two Thousand Five Hundred Eight and 17/100 **** DOLLARS

 Security features. Details on back.

Natalie Wijler
AUTHORIZED SIGNATURE

Kings Crossing Six, Ltd.

2046

9/12/2025

2,508.17

Invoice #090325
Final Plat Submittal-Kings Phase 6
(56.939 Ac x \$30 = \$800)

City of Parker
CONST DRAW

MEMO
Final Plat Submittal-Kings 6


Kings Six-Const (IB)

Final Plat Submittal-Kings 6

2,508.17



October 21, 2025

Mr. Gary Machado
Public Works Director
CITY OF PARKER
5700 E. Parker Road
Parker, Texas 75002

Re: Kings Crossing Phase 6
Inspection Fee Calculation

Mr. Machado,

Below is our calculation of the inspection fees for this project based on the attached final invoices for your review.

CONSTRUCTION COSTS:

Water Improvements	\$511,655.05
Sanitary Sewer Improvements	\$852,312.00
Storm Improvements	\$514,880.00
Paving Improvements	\$1,027,400.35
Total Construction Costs	<hr/> \$2,906,247.40
 Inspection Fees (5%)	 \$145,312.37

Please let us know if you have any questions or if we can be of further assistance with this matter. Thank you.

Sincerely,

David Tipton
469-628-3922
david@overwatchtx.com

Double R Utilities, Inc.

466 Poetry Road
 Royse City, TX 75189
 (972)772-9060 Fax (972)772-9075

BID PROPOSAL

Date: 11-05-24 Revised 12-20-24

EXHIBIT A

Warner Group
 4040 N. Central Expressway, Suite 850
 Dallas, TX 75204

Reference Project: Kings Crossing Phase 6&7
 Parker Rd
 Parker, TX

Quantities and Prices:

Item	Quantity	Unit Price	Total
WATER - Phase 6			
1 8" C-900 PVC Pipe	5633 LF @	\$ 48.25	\$ 271,792.25
2 PVC Encasement for 8" PVC under Pavement	371 LF @	80.00	29,680.00
3 Remove Ex. 8" Waterline	558 LF @	15.00	8,370.00
4 Connect to Ex. 12" WL by Cut-In 12"x8" Tee	1 EA @	4,500.00	4,500.00
5 Remove 90-Degree Bend and Connect to Ex. 8" WL	2 EA @	3,500.00	7,000.00
6 Remove Plug and Connect to Ex. 8" WL	3 EA @	3,120.00	9,360.00
7 12" Plug on Ex. 12" WL	4 EA @	1,500.00	6,000.00
8 8" Gate Valve	19 EA @	2,680.00	50,920.00
9 Fire Hydrant Assembly	10 EA @	7,692.00	76,920.00
10 1" Water Svc. & PVC Encasement Under Pavement	45 EA @	650.00	29,250.00
11 1" Water Svc. Stub for Ph 7 & PVC Encasement	3 EA @	500.00	1,500.00
12 Ductile Iron Fittings	1.9 TN @	8,612.00	16,362.80
13 Hydrostatic Test & Chlorinate	5633 LF @	0.75	4,224.75
14 Trench Safety	5633 LF @	0.50	2,816.50
SUB-TOTAL WATER AMOUNT			\$ 518,696.30
\$511,655.05			

Item	Quantity	Unit Price	Total
WATER - Phase 7			
1 8" C-900 PVC Pipe	0 LF @	\$ 48.25	\$ 0.00
2 PVC Encasement for 8" PVC under Pavement	0 LF @	80.00	0.00
3 Remove Plug and Connect to Ex. 8" WL	0 EA @	3,120.00	0.00
4 8" Gate Valve	0 EA @	2,680.00	0.00
5 Fire Hydrant Assembly	0 EA @	7,692.00	0.00
6 1" Water Svc. & PVC Encasement Under Pavement	0 EA @	650.00	0.00
7 Extend 1" Water Svc. from Ph 6 & PVC Encasement	0 EA @	700.00	0.00
8 Ductile Iron Fittings	0 TN @	8,612.00	0.00
9 Hydrostatic Test & Chlorinate	0 LF @	0.75	0.00
10 Trench Safety	0 LF @	0.50	0.00
11 Remobilization for Ph7 Construction	0 LS @	2,500.00	0.00
SUB-TOTAL WATER AMOUNT			\$ 0.00

Item	Quantity	Unit Price	Total
Sanitary Sewer - Phase 6			
1 8" SDR-35 PVC Sewer	7532 LF @	\$ 69.00	\$ 519,708.00
2 SDR-26 Encasement at WL Crossing	144 LF @	106.00	15,264.00
3 8" Plug	1 EA @	500.00	500.00
4 4' Diameter Manhole - Conshield	31 EA @	6,488.00	201,128.00
5 Connect To Existing Manhole	1 EA @	2,242.00	2,242.00
6 4" SDR-35 Sewer Lateral	45 EA @	1,621.00	72,945.00
7 4" SDR-35 Sewer Lateral - Phase 7 Svc	25 EA @	1,621.00	40,525.00

Double R Utilities, Inc.

466 Poetry Road
 Royse City, TX 75189
 (972)772-9060 Fax (972)772-9075

BID PROPOSAL EXHIBIT A

8 Trench Safety	7532 LF @	1.00	7,532.00
9 Testing & Television Inspection	7532 LF @	2.50	18,830.00
SANITARY SEWER BID AMOUNT		\$ 878,674.00	\$852,312.00
		Total	0.00

Item	Quantity	Unit Price	Total
Sanitary Sewer - Phase 7			
1 8" SDR-35 PVC Sewer	0 LF @	\$ 71.00	\$ 0.00
2 SDR-26 Encasement at WL Crossing	0 LF @	126.00	0.00
3 4' Diameter Manhole - Conshield	0 EA @	6,488.00	0.00
4 Remove Plug & Connect To Existing 8" PVC	0 EA @	2,242.00	0.00
5 4" SDR-35 Sewer Lateral	0 EA @	1,921.00	0.00
6 Trench Safety	0 LF @	2.00	0.00
7 Testing & Television Inspection	0 LF @	2.70	0.00
8 Remobilization for Ph7 Construction	0 LS @	2,500.00	0.00
SANITARY SEWER BID AMOUNT			\$ 0.00

Item	Quantity	Unit Price	Total
STORM - Phase 6			
1 21" RCP	251 LF @	\$ 88.00	\$ 22,088.00
2 4'x2' RCB	142 LF @	280.00	39,760.00
3 4'x3' RCB	200 LF @	298.00	59,600.00
4 5'x2' RCB	71 LF @	326.00	23,146.00
5 5'x3' RCB	294 LF @	359.00	105,546.00
6 2x21" 4:1 TXDOT Safety End Treatment	4 EA @	3,900.00	15,600.00
7 2x4'x2' 4:1 TXDOT Safety End Treatment	2 EA @	9,580.00	19,160.00
8 2x4'x3' 4:1 TXDOT Safety End Treatment	2 EA @	11,443.00	22,886.00
9 5'x2' 4:1 TXDOT Safety End Treatment	2 EA @	7,663.00	15,326.00
10 3x5'x3' 4:1 TXDOT Safety End Treatment w/ Pipe Runne	2 EA @	35,280.00	70,560.00
11 Concrete Apron	740 SY @	85.00	62,900.00
12 Concrete RipRap	246 SY @	166.00	40,836.00
13 2' Wide Concrete Pilot Channel	182 SY @	96.00	17,472.00
14 Trench Safety	958 LF @	1.00	958.00
15 TV Inspection	958 LF @	1.00	958.00
SUB-TOTAL DRAINAGE AMOUNT			\$ 516,796.00
			\$ 514,880.00

Item	Quantity	Unit Price	Total
STORM - Phase 7			
1 30" RCP	0 LF @	\$ 119.00	\$ 0.00
2 4'x2' RCB	0 LF @	280.00	0.00
3 5'x3' RCB	0 LF @	359.00	0.00
4 30" 4:1 TXDOT Safety End Treatment	0 EA @	4,060.00	0.00
5 4'x2' 4:1 TXDOT Safety End Treatment	0 EA @	6,720.00	0.00
6 2x4'x2' 4:1 TXDOT Safety End Treatment	0 EA @	9,580.00	0.00
7 2x4'x2' 4:1 FW-S TXDOT Headwall	0 EA @	10,380.00	0.00
8 5'x3' 4:1 TXDOT Safety End Treatment	0 EA @	8,150.00	0.00
9 Cement Stabilized Sand for Force Main	0 LF @	40.00	0.00

Double R Utilities, Inc.

466 Poetry Road
 Royse City, TX 75189
 (972)772-9060 Fax (972)772-9075

BID PROPOSAL

EXHIBIT A

10	Concrete Apron	0	SY @	85.00	0.00
11	Concrete RipRap	0	SY @	166.00	0.00
12	4' Wide Concrete Pilot Channel	0	SY @	115.00	0.00
13	Trench Safety	0	LF @	1.00	0.00
14	TV Inspection	0	LF @	1.00	0.00
SUB-TOTAL DRAINAGE AMOUNT				\$ 0.00	
2 YEAR, 10% MAINT. BOND				\$ 12,000.00	
TOTAL BID AMOUNT				\$ 1,832,166.30	
				\$1,878,847.05	

This bid was prepared from unapproved plans. Inclusions: labor, material, equipment, insurance, and supervision to install water, sanitary sewer, and storm sewer per City of Parker specifications, mechanical soil compaction, and stock piling of excess spoils. Exclusions: engineering, permit, or inspection fees, air relief valve, rock excavation, haul off excess spoils, soil compaction testing, materials testing, grade-to-drain, removal/replace concrete paving, any survey/layout, landscape replacement, any paving replacement, erosion control/inlet, SWPPP, brush/tree clearing, sodding/seeding, conflicts w/ existing utilities, or re-mobilization. NOTE: Proposal has been revised to construct necessary infrastructure for Phase 6 only.

Due to material price fluctuations, this price is good for 15 days.


 Jeff Lawrence
 Project Manager



PROPOSAL

November 5, 2024

Page 1 of 2

Meeting Date: 12/02/2025 Item 7.

Nevada, TX 75173

469-344-7686

EXHIBIT A

Project: Kings Crossing Ph. 6

Location: Parker, TX

Owner: Warner Group

Attn: Preston Walhood

Item	Phase 6 Description	Unit	Quantity	Unit Price	Total
1	6" 4,000 PSI Reinforced Concrete Pavement 24' E-E #3@18's	SY	15,242	\$ 53.05	\$ 808,588.10
2	6" Lime Stabilized Subgrade (1' Past B.O.C.)	SY	16,372	\$ 3.25	\$ 53,209.00
3	Hydrated Lime 41#/SY	TON	336	\$ 340.00	\$ 114,240.00
4	6" Temporary Unreinforced Concrete	SY	523	\$ 62.75	\$ 32,818.25
5	Sawcut, Remove, & Dispose 18" Of Existing Asphalt Shoulder	LF	104	\$ 25.00	\$ 2,600.00
6	Connect To Existing Asphalt Street With Proposed Concrete (W. Lucas Road)	EA	1	\$ 2,500.00	\$ 2,500.00
7	Remove Barricade & Connect To Existing Street Header	EA	1	\$ 750.00	\$ 750.00
8	Two Way Blue Reflector (TYP)	EA	9	\$ 40.00	\$ 360.00
9	Concrete Street Header & Barricade	EA	3	\$ 1,000.00	\$ 3,000.00
10	Stop Sign (30") (Installed on Excluded Decorative Light Post)	EA	4	\$ 415.00	\$ 1,660.00
11	Stop Sign (36") (Installed on Excluded Decorative Light Post)	EA	1	\$ 525.00	\$ 525.00
12	Street Name Blade (Installed on Excluded Decorative Light Post)	EA	10	\$ 715.00	\$ 7,150.00
13	Maintenance Bond 2 Year 100%	LG	1	\$ 13,500.00	\$ 13,500.00
TOTAL PAVING IMPROVEMENTS:					\$ 1,040,800.35
					\$1,027,400.35

SEE PAGE TWO FOR EXCLUSIONS, QUALIFICATIONS AND NOTES

PROPOSAL IS VALID FOR 30 DAYS

Chris Harp Construction, LLC

Joshua Crowley
Paving Estimator
estimating@chrisharpconstruction.com

2064

Kings Crossing Six, Ltd.

Development Account,
4040 N Central Express, Suite 850
Dallas, Texas 75204

INTERBANK
OKLAHOMA CITY, OK

39-70/1030

**PAY TO THE
ORDER OF**

City of Parker

One Hundred Forty-Five Thousand Three Hundred Three and 37/100

Security features. Details on back

\$ 145,312.37

10/22/2025

DOLLARS

**City of Parker
5700 E. Parker Road
Parker, Texas 75002**

MEMO

City Inspection Fees-Kings 6

Kings Crossing Six, Ltd.

2064

**City of Parker
LOAN ACTIVITY-PH 6 DEV:City App & In
Invoice #102125
City Inspection Fees-Kings 6
(\$2,906,247.40 x 5%)**

10/22/2025

145,312.37

Kings Six-Const (IB) City Inspection Fees-Kings 6

145,312.37



October 21, 2025

Mr. Gary Machado
Public Works Director
CITY OF PARKER
5700 E. Parker Road
Parker, Texas 75002

Re: Kings Crossing Phase 6
Escrow for Improvements

Mr. Machado,

Due to a conflict with an existing CoServ gas line along Lucas Road we are unable to pour the concrete rip rap areas at the headwalls of the culvert under the entrance into the subdivision from Lucas Road. We have been in contact with CoServ about this but are hindered by their timeline to get this relocated. Therefore, I have calculated the escrow amount of these improvements to be set aside as a guaranty of their completion below for your review

CONSTRUCTION COSTS:

Concrete Rip Rap	150 SY	166	\$24,900.00
Total Construction Costs			\$24,900.00

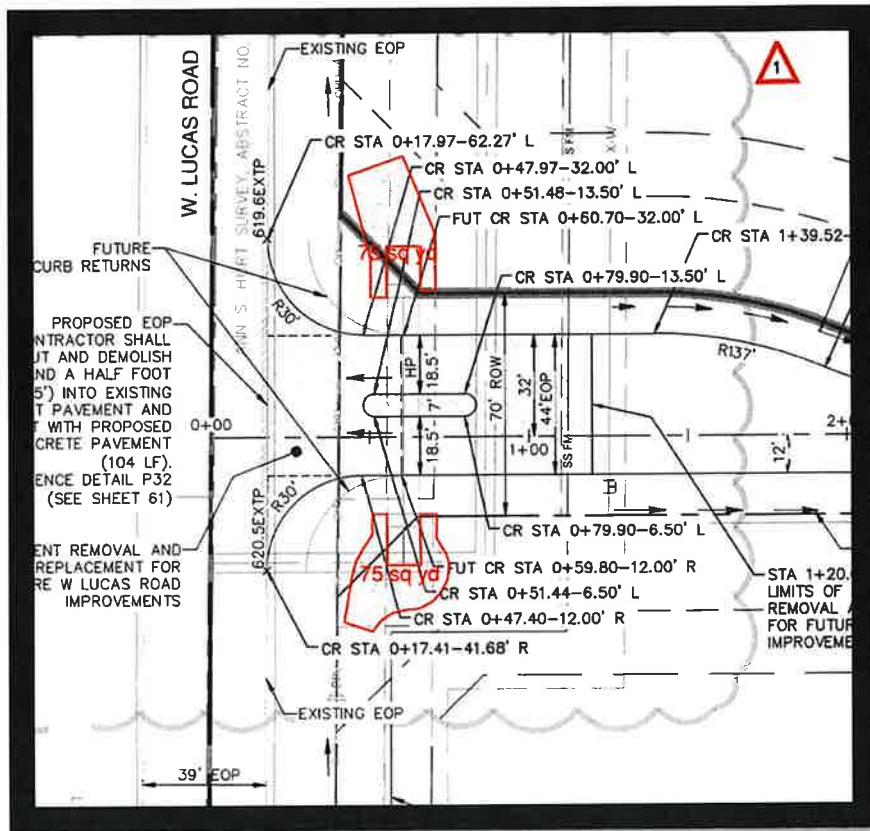
Escrow Amount (120% of Cost)	\$29,880.00
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Please let us know if you have any questions or if we can be of further assistance with this matter. Thank you.

Sincerely,

A handwritten signature in blue ink that appears to read 'David Tipton'.

David Tipton
469-628-3922
david@overwatchtx.com



Item	Quantity	Unit Price	Total
STORM - Phase 6			
1 21" RCP	251	LF @ \$ 88.00	\$ 22,088.00
2 4'x2' RCB	142	LF @ 280.00	39,760.00
3 4'x3' RCB	200	LF @ 298.00	59,600.00
4 5'x2' RCB	71	LF @ 326.00	23,146.00
5 5'x3' RCB	294	LF @ 359.00	105,546.00
6 2x21" 4:1 TXDOT Safety End Treatment	4	EA @ 3,900.00	15,600.00
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8 2x4'x3' 4:1 TXDOT Safety End Treatment	2	EA @ 11,443.00	22,886.00
9 5'x2' 4:1 TXDOT Safety End Treatment	2	EA @ 7,663.00	15,326.00
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11 Concrete Apron	740	SY @ 85.00	62,900.00
12 Concrete RipRap	246	SY @ 166.00	40,836.00
13 2' Wide Concrete Pilot Channel	182	SY @ 96.00	17,472.00
14 Trench Safety	958	LF @ 1.00	958.00
15 TV Inspection	958	LF @ 1.00	958.00
SUB-TOTAL DRAINAGE AMOUNT			\$ 516,796.00

2065

Kings Crossing Six, Ltd.
Development Account
4040 N. Central Expwy., Suite 850
Dallas, Texas 75204

卷之三

10/22/2015

PAY TO THE City of Parker
ORDER OF

City of Parker
5700 E. Parker Road
Parker, Texas 75002

MEMO Escrow Deposit-Kings 6

Kings Crossing Six, Ltd.

City of Parker
LOAN ACTIVITY-PH 6 DEV:City App & In
Invoice #102125
Escrow Deposit-Kings 6
(Concrete Rip Rap-150 sy)

2008

29.880,00

10/22/2025

2008

29.880,00

10/22/2025

2008

29.880,00

10/22/2025

29,880.00

Kings Six-Const (IB) Escrow Deposit-Kings 6

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PRINTED ON PAPER WITH A WATERMARK THAT READS "PRINTED ON PAPER WITH A WATERMARK".

2051

Kings Crossing Six, Ltd.

Development Account
4040 N. Central Expressway, Suite 850
Dallas, Texas 75204

INTERBANK
OKLAHOMA CITY, OK
39-70/1030

10/21/2025

**PAY TO THE
ORDER OF** City of Parker

Six Hundred Eighty-Four and 70/100*

City of Parker
5700 E. Parker Road
Parker, Texas 75002

\$ **684.70

DOLLARS

Security features. Details on back.

MEMO

Annexation Application (Kings S

AUTHORIZED SIGNATURE

○

Kings Crossing Six, Ltd.

10/21/2025

2051

684.70

City of Parker
LOAN ACTIVITY-PH 6 DEV:City App & In
Invoice #102125
Annexation Application
{\$400 Base Fee + \$5/ac @ 56.939 Acres}

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

SEP 28 2007

CITY OF PARKER

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

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

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

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

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

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

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

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

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

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

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



ATTEST:

Carrie L. Smith
Carrie L. Smith, City Secretary

APPROVED:



Jerry Tartaglino, Mayor

Approved to Form:

James E. Shepherd, City Attorney

DEVELOPMENT AGREEMENT

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

I RECITALS

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

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

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

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

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

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

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

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

II

ANNEXATION AND DEVELOPMENT

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

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

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

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

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

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

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

2.0 WATER SYSTEM

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

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

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

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

3.0 SANITARY SEWER

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

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

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

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

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

4.0 ROADWAY SYSTEM

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

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

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

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

5.0 GENERAL

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

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

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

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

6.0 GENERAL

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

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

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

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

If Notice to Owner:

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

with a copy to:

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

If Notice to Developer:

Steve Sallman
4925 Greenville Avenue
Suite 1020
Dallas, Texas 75206

with a copy to:

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

If Notice to Parker:

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

with a copy to:

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

6.5 Defaults.

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

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

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

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

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

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

6.6 Miscellaneous:

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

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

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

- (iii) Estoppel. From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute a written estoppel certificate to the person or entity making the request: (1) describing, in detail, the status (e.g., unperformed, partially performed, or fully performed) of any material obligation that is identified in the request; (2) identifying any material obligations that are in default or which, with the giving of notice or passage of time, would be in default; and (3) stating that, except as otherwise identified, and to the extent true, that to the best knowledge and belief of the City, the parties are in substantial compliance with their material obligations under this Agreement.
- n. Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.
- o. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.
- p. Authority. The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

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

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

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

EXECUTED as of the date first above written.

BEDELL FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

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

By: Walter G. Bedell
Walter G. Bedell

Its: President

Date: 9-4-07

LEWIS BEND PARTNERS, LTD.,

a Texas limited partnership

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

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

A Texas limited liability company,

General Partner

By: Stephen L. Sallman, mgr.

Stephen L. Sallman

Its: Manager

Date: 9/6/07

WARNER CAPITAL, LLC,
a Texas limited liability company

By: Stephen L. Sallman, mgr.
Stephen L. Sallman
Its: President Manager

Date: 9/6/07

CITY OF PARKER, TEXAS



By:

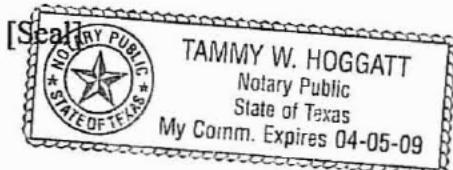
Jerry Tartaglino
Jerry Tartaglino, Mayor

Date:

September 11, 2007

STATE OF TEXAS)
COUNTY OF Bellaire)

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



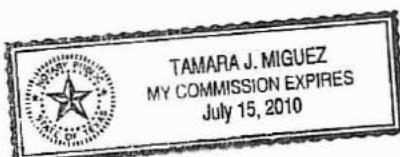
Tammy W. Hoggatt
Notary Public--State of Texas

STATE OF TEXAS)
COUNTY OF Dallas)

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

[Seal]

Tamara J. Miguez
Notary Public--State of Texas

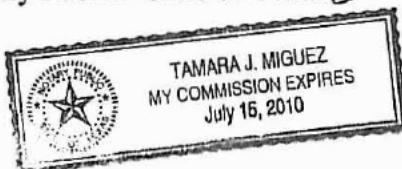


STATE OF TEXAS)
COUNTY OF Dallas)

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

[Seal]

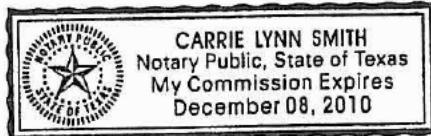
Tamara J. Miguez
Notary Public--State of Texas



STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 15th day of September, 2007,
by **JERRY TARTAGLINO**, Mayor of the City of Parker, Texas.

[Seal]



Carrie L. Smith
Notary Public--State of Texas

EXHIBIT "A"

Legal Description

EXHIBIT "A"

TRACT 1, 2, 3 & 5

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"- CONTINUED

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

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

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

AND

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

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

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

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

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

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

EXHIBIT "A" - CONTINUED

TRACT 4

4856sur

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

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

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

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

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

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

EXHIBIT "A" - CONTINUED

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

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

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

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

EXHIBIT "B"

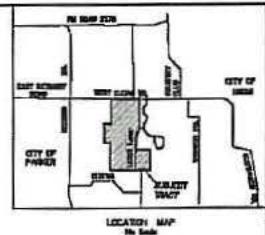
Conceptual Plan

Concept Plan

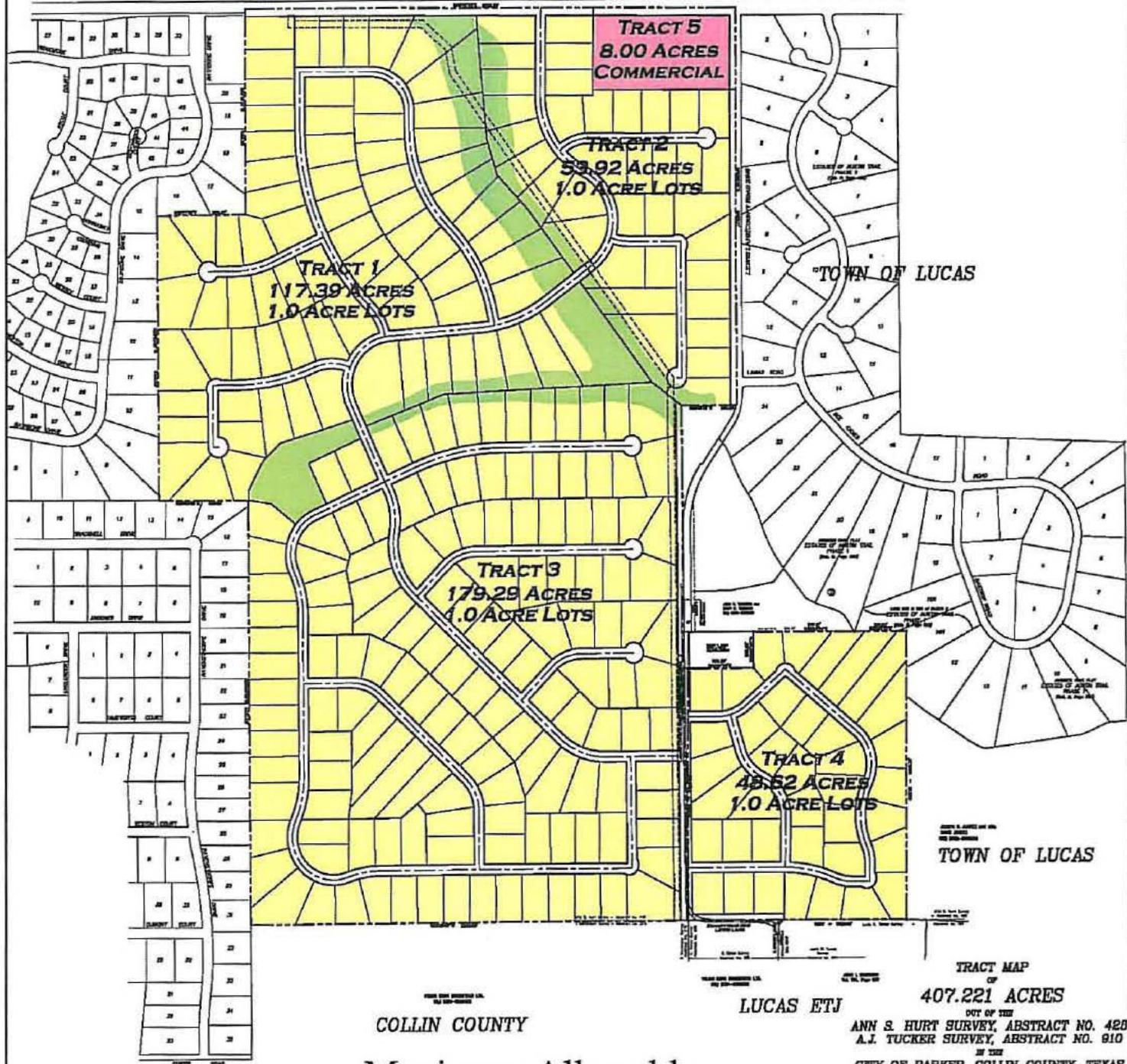


300 150 0 300 600
SCALE: 1" = 300'

TOWN OF LUCAS



WEST LUCAS ROAD



Maximum Allowable
Single Family Lots: 315

EXHIBIT "C"

Special Regulations

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

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

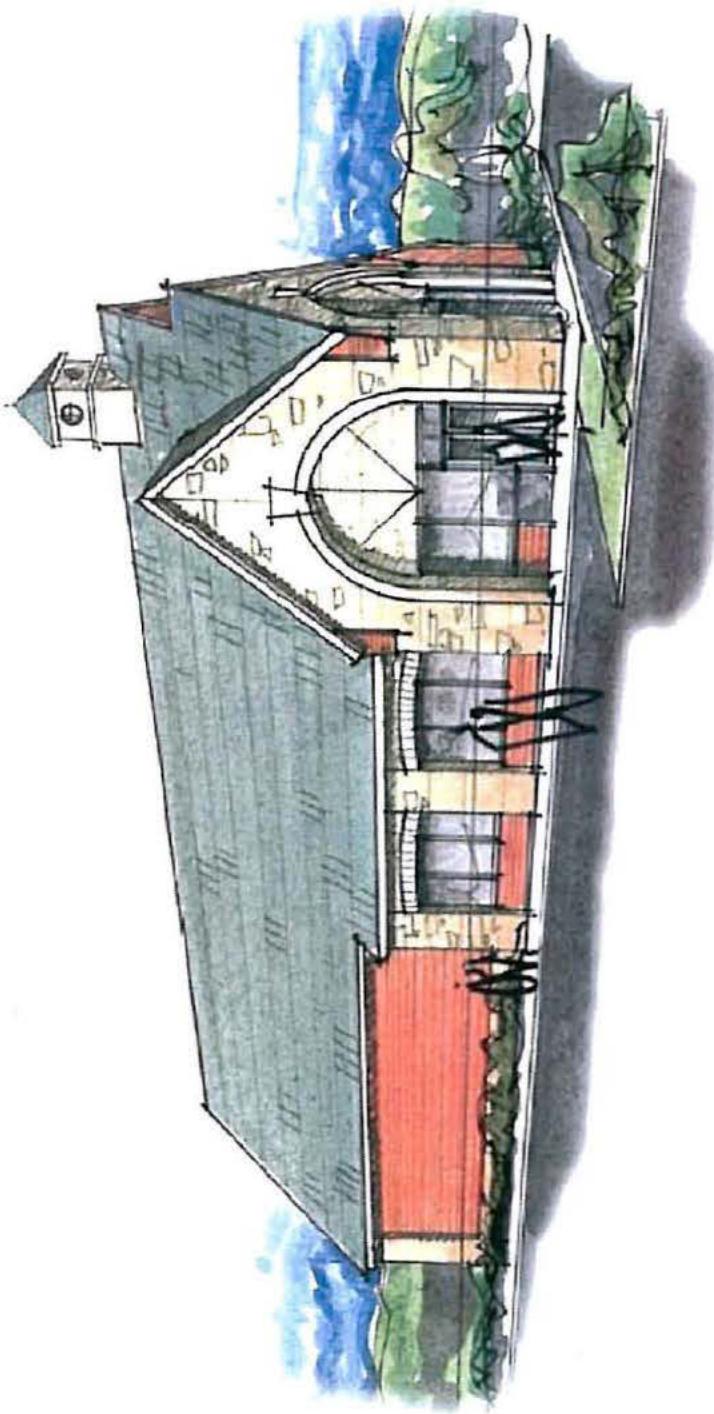
- lots except lots adjacent to Commercial Tract which may be a minimum of 2,500 square feet (air conditioned space).
 - Tracts 1 and 4 – Min. 3,000 square feet (air conditioned space) on all lots.
- Outbuildings – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot.
- Fencing – per City of Parker ordinances.
- Unless addressed hereinabove, development on Tracts 1-4 must comply with the City's SFT zoning district in effect on September 1, 2007.

EXHIBIT "D"

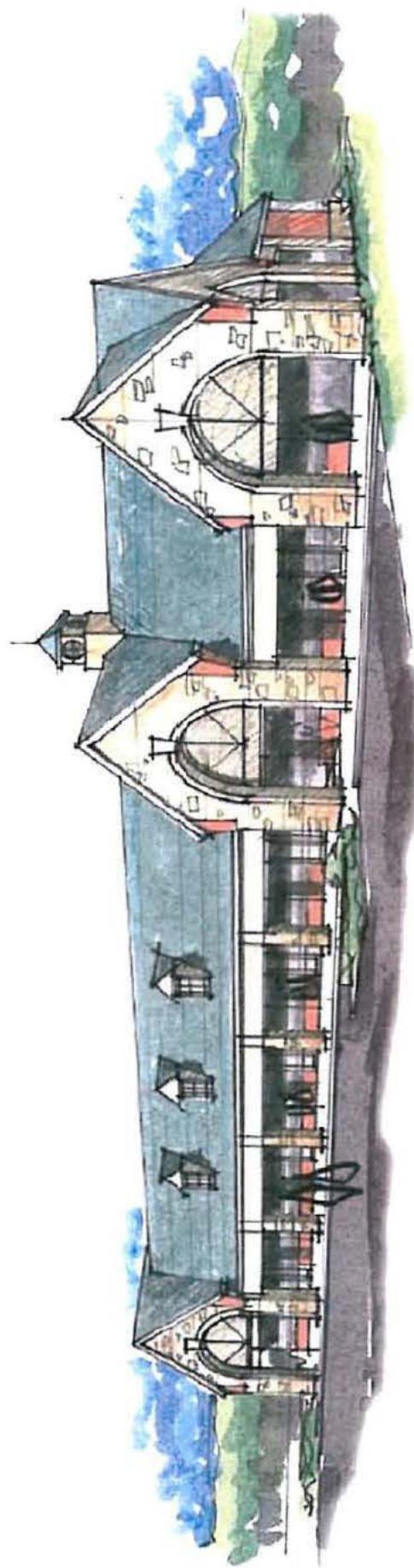
Elevation Examples

Dallas_1\4909475\9

BUILDING 2



BUILDING 1



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

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



A handwritten signature in black ink that reads "Stacey Kemp".



DEVELOPMENT AGREEMENT AMENDMENT #1

THIS IS AMENDMENT #1 to that certain development agreement (the “Agreement”) dated the 11th day of September, 2007 by and among the City of Parker, Collin County, Texas, (the “City”), Bedell Family Limited Partnership, a Texas limited partnership (“Bedell”), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, “Developer”). The land area subject of the Agreement is to be known as “Kings Crossing”, the boundaries of which are set forth in the Agreement.

I. **RECITALS**

- A. Developer has requested certain modifications to the Agreement to reflect the change in the need to remove reimbursement provisions for the renovation of Lewis Lane, and the corresponding need to increase funds for additional expenses to be incurred for offsite water lines, and on and offsite sewer lines.
- B. An additional sewer force main not contemplated in the original Agreement has been identified as a need for the development.

NOW THEREFORE, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

1. The last sentence of paragraph 5.2 of the Agreement is deleted, and replaced with the following sentence:

“The maximum total reimbursement paid to the Developer for the combined reimbursement costs of the water system and sanitary sewer expansion shall not exceed the actual approved costs for those projects, and in no event shall exceed the sum of \$689,200.00.”

2. Section 5 of the Agreement is hereby amended by adding the following new paragraph 5.3:

“5.3 Reimbursement of Developer’s Costs – The reimbursement of Developer’s costs from fees collected within the development is limited to \$7,000 per lot in Paragraph 5.1. The disbursements will be paid or retained as follows:

- (1) The reimbursement funds collected by the City for each phase of the Development will be held by the City and paid quarterly to the Developer, subject to the following:

- a. No material claim has been made by the City with regard to the water, sewer, drainage, or road improvements subject to reimbursement under the Development Agreement which has not been resolved, or which is not insured by the maintenance bonds provided in accordance with the subdivision regulations.
- b. No material dispute and/or litigation is pending by and between the City and the Developer regarding any matter subject of this Development Agreement.

(2) In the event a. and/or b. above has occurred, the City may retain the funds which would otherwise have been paid to the Developer, but only to the extent reasonable to pay the estimated costs to cure the default or dispute. The funds may be retained by the City until the default is cured in accordance with paragraph 6.5 of the Development Agreement at which time the funds will be released.

5.3.1 The City of Lucas and Collin County have improved Lewis Lane. The original \$109,000 allocated in the Agreement incentives for the Developer will not be expended for that purpose. Any improvements required of the Developer by the City subdivision regulations, including any required improvements to Lewis Lane, will not be reimbursed.

5.3.2 No interest shall accrue to the Developer on any retained amount while held by the City."

(Signature page follows)

This Agreement Amendment is effective on the date all parties have signed, which is the 18th day of June, 2013.

“BEDELL”

BEDELL FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: Bedell Investments, Inc.,
Its Managing Partner

By: Walter G. Bedell
Walter G. Bedell
Its President

Date: 11-18-13

“DEVELOPER”

LEWIS BEND PARTNERS, LTD.,
a Texas limited partnership

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

By: Warner Capital, L.L.C.,
a Texas limited liability company,
General Partner

By: Stephen L. Sallman, Mgr.
Stephen L. Sallman
Its Manager

Date: 11/4/13

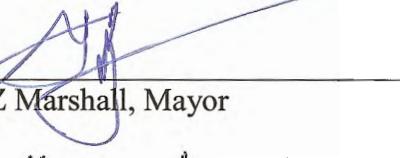
WARNER CAPITAL, LLC,
a Texas limited liability company

By: Stephen L. Sallman, Mgr.
Stephen L. Sallman
Its Manager

Date: 11/4/13



“City”
City of Parker, Texas

By: 
Z Marshall, Mayor

Date: November 22, 2013

MOTION: Mayor Pro Tem Levine moved to approve the development agreement with Steve Sallman by adding the following conditions: a lack of reimbursement to the developer for Lewis Lane; reimbursement to the developer phase by phase as developed, timed to 90% of the lots and the City is in receipt of fees from the builders; assignment of the contract and reimbursement is for actual costs not to exceed total approved; subject to Mayor Marshall and Steve Sallman signing revised agreement. Councilmember Pettle seconded with Councilmember Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Steve Sallman led the pledge.

TEXAS PLEDGE: Stacy Patrick led the pledge.

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

Stacy Patrick, 5202 Ravensthorpe – She requested that the Parker Women's Club be placed on a future agenda to discuss possible changes to a portion of the City's web site assigned to them.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JUNE 4, 2013. [SMITH]

City Secretary Smith requested the minutes be tabled to a future agenda to confirm some information from the meeting.

MOTION: Councilmember Pettle moved to table the minutes to a future meeting. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2013- 414 AMENDING AN AGREEMENT WITH THE SOUTHEAST COLLIN COUNTY EMS COALITION; REPEALING RESOLUTION 2013-404. [SHEFF]

Parker is a member entity of the Southeast Collin County EMS Coalition and contracts with East Texas Medical Center for the provision of paramedic ambulance service to Parker. This contract expires September 30, 2013.

Resolution 2013-404 authorized a modification to the ambulance contract by i) extending its maturity through September 30, 2014 and ii) allowing the City of Lavon to exit the Coalition and the contract without penalty on November 1, 2013. During the extension period Parker was to pay its ratable share of the subsidy equal

MINUTES**CITY COUNCIL MEETING****June 18, 2013****CALL TO ORDER – Roll Call and Determination of a Quorum**

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

Mayor Marshall called the meeting to order at 3:00 p.m. Councilmembers Stone, Standridge, Levine, Pettle and Taylor were present.

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

EXECUTIVE SESSION

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

Mayor Marshall recessed the regular meeting at 3:01 p.m.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
 - a. GOVT. CODE 551.087—ECONOMIC DEVELOPMENT PROSPECT AND PROPOSAL REGARDING A PENDING PROJECT IN THE AREA OF LEWIS AND BETHANY ROADS—KINGS CROSSING.
 - b. GOVT. CODE 551.074 - DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION AND OR DUTIES OF MEMBERS OF THE POLICE DEPARTMENT AND THE CITY ADMINISTRATOR.
 - c. GOVT. CODE 551.071 - CONFIDENTIAL LEGAL ADVICE REGARDING THE ITEMS ABOVE.
2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the regular meeting at 5:30 p.m.

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



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Hull for City Administrator Manton
Estimated Cost:	Date Prepared:	November 17, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

FM2551

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

LEWIS LANE

DUBLIN ROAD

CAPITAL IMPROVEMENT PLAN (CIP)

PERSONNEL MANUAL

ANY ADDITIONAL UPDATES

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 Hull</i>	Date:	11/17/2025
City Attorney:	<i>Catherine Clifton</i>	Date:	11/18/2025 via Municode
City Administrator:	<i>Kent Manton</i>	Date:	11/ xx /2025



Council Agenda Item

Budget Account Code: Not applicable		Meeting Date:	See above.
Budgeted Amount: Not applicable		Department/ Requestor:	City Council
Fund Balance-before expenditure: Not applicable		Prepared by:	City Secretary Scott Hull for City Administrator Manton
Estimated Cost:		Date Prepared:	November 17, 2025
Exhibits:	None		

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])

Pam and Allen Terrell donated water, coffee, tea, and hot chocolate valued at \$40 to the Police Department.

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

Pam and Allen Terrell donated Pumpkin Blondies and Pecan Pie Bars valued at \$35 to Parker Administration.

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may accept or decline donation(s).

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Hull</i>	Date:	11/17/2025
City Attorney:	<i>Catherine Clifton</i>	Date:	11/24/2025 via Municode
City Administrator:	<i>Kent Manton</i>	Date:	11/24/2025 via Municode



Council Agenda Item

Budget Account Code:	Not applicable	Meeting Date:	See above.
Budgeted Amount:	Not applicable	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Not applicable	Prepared by:	ACA/CS Scott Hull for City Administrator Manton
Estimated Cost:	Not applicable	Date Prepared:	November 17, 2025
Exhibits:	<u>Future Agenda Items</u>		

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

The “Future Agenda Items” document is still a work in progress, but we have attached an update for your review.

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 Hull</i>	Date:	11/17/2025
Fire Review	<i>Justin Miller</i>		11/XX/2025
Public Works Review	<i>Gary Machado</i>		11/XX/2025
Police Review	<i>Kenneth Price</i>		11/XX/2025
Finance/HR Review	<i>Grant Savage</i>		11/XX/2025
City Attorney:	<i>Catherine Clifton</i>	Date:	11/24/2025 via Municode
City Administrator:	<i>Kent Manton</i>	Date:	11/24/2025 via Municode

Date and Other Information	Item Description	Contact	Notes
2025 or later	Southridge gate request	Richard Pratt/Gary Machado	met in 2023 on this and put off this construction completes
Jul-05	Water impact fees	Machado/Kerkoff	
10/21/2025	Public Works building	Machado	design approved by Council 7/1/25. Cost estimates to Council
12/2/2025	Fee Schedule	Machado/Savage/Clifton	
10/21/2025	Any plats	Machado	
TBD	Roberts Rules of Order	Pettle	To find and show video on parliamentary proceures and RRO
TBD	Post Office/Zip Code	Halbert	took over from Lynch
Nov-25	Board/Commission appointments	Patti Grey	as necessary
Dec 2 or sooner if possible	Lucas ILA	Clifton	on going
25-Nov	Procedures of Public Comments	Pettle/Clifton	
10/30/2025	CIP updates	Manton/staff	Include funding sources. Awaiting City Administrator.
TBD	Resolution on employment required time with city	Clifton	
TBD	Council Procedures	Pettle	
TDB	Agenda procedures	Clifton/Grey/Pettle	law changed on posting
TBD	Procedures of Presentations	Pettle/Clifton/Grey	
In Progress	Personnel Manual	Clifton	edits in progress. Target date for completion 10-1-25
TBD	Procedural manual	Pettle/Clifton/Grey/C.A	
Quarterly	Investment Report	Savage	
Quarterly	Departmental Reports	Dept. Heads	
10/21/2025	Comp Plan	Pettle	
TBD	Council Training	Clifton	
TBD	Retreat	Bogdan	
TBD	Trail Plan	Barron	with P and R.
25-Nov	Park rules revision for waiving etc	Pettle/Clifton	