



AGENDA
CITY COUNCIL MEETING
November 18, 2014 @ 5:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, November 18, 2014 at 5:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

EXECUTIVE SESSION – 5:00 TO 7:00

Pursuant to the provisions of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
 - a. Government Code Section 551.074 Personnel—Review of individual staff member's roles, to deliberate the appointment, employment, evaluation, compensation, reassignment, duties, discipline, or dismissal of a public officer or employee- All City employees and officers of the City.
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

PLEDGE OF ALLEGIANCE

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

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

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

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

4. APPROVAL OF MEETING MINUTES FOR OCTOBER 21, 2014. [SMITH]
5. APPROVAL OF OCTOBER REPORTS - ANIMAL CONTROL, POLICE DEPARTMENT, BUILDING DEPARTMENT, MUNICIPAL COURT, WEBSITE AND FIRE DEPARTMENT.

INDIVIDUAL CONSIDERATION ITEMS

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON OPPOSING THE PROPOSED FUTURE ALIGNMENT OF FM 2551. [MARSHALL]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PRELIMINARY PLAT FOR KINGS CROSSING PHASE 2. [FLANIGAN]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKS AND RECREATION COMMISSION. [FLANIGAN]
9. PRESENTATION ON A LAND PLAN FOR PROPERTY LOCATED AT CURTIS ROAD AND FM 2551 BY JOHN AUGHINBAUGH. [FLANIGAN]
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A RESOLUTION 2014-464 APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES FOR THE PROVISION OF BACKUP PARAMEDIC AMBULANCE SERVICE BY THE CITY OF WYLIE, TEXAS . [SHEPHERD/SHEFF]
11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARTICIPATING IN THE "FILE FOR LIFE" PROGRAM. [STONE]
12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON WATER RATE STUDY. [FLANIGAN]

ROUTINE ITEMS

13. FUTURE AGENDA ITEMS
14. UPDATES
 - a. MCCREARY ROAD MONUMENT SIGN
15. 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 that require 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 14, 2014 by 5:00 p.m. at the Parker City Hall.

Date Notice Removed

Carrie L. Smith, TRMC
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: November 18, 2014
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C. Smith
Estimated Cost:	Date Prepared: October 31, 2014
Exhibits:	Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR OCTOBER 21, 2014. [SMITH]

SUMMARY

POSSIBLE ACTION

Approve, Table

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiff Hay</i>	Date:	11/14/14

MINUTES
CITY COUNCIL MEETING
OCTOBER 21, 2014

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 5:30 p.m. Councilmembers Stone, Standridge, Levine, Pettle and Taylor were present.

Staff Present: City Attorney James Shepherd, City Secretary Carrie Smith, Finance/H.R. Manager Johnna Boyd, Police Chief Bill Rushing and Fire Chief Mike Sheff

EXECUTIVE SESSION – 5:30 TO 7:00

Pursuant to the provisions of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

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

Texas Government Code Chapter 551, Sections 551.071 (legal advice and litigation) and 551.074 (personnel)

- a. Legal advice regarding legal and contractual obligations and liabilities for road improvements within the City and its ETJ
- b. Legal advice regarding personnel and litigation-Police Department
- c. Legal advice regarding City liability and contract provisions for ambulance services.

Mayor Marshall recessed the meeting to closed session at 5:31 p.m.

2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the meeting at 7:00 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Pettle led the pledge.

TEXAS PLEDGE: Mayor Pro Tem Levine led the pledge.

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

No comments.

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

4. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 16, 2014. [SMITH]
5. APPROVAL OF MEETING MINUTES FOR OCTOBER 6, 2014. [SMITH]
6. APPROVAL OF CANCELING THE REGULAR MEETING SCHEDULED FOR NOVEMBER 4, 2014 DUE TO ELECTION. [MARSHALL]
7. APPROVAL OF SEPTEMBER DEPARTMENT REPORTS - ANIMAL CONTROL, POLICE DEPARTMENT, MUNICIPAL COURT, BUILDING DEPARTMENT AND WEBSITE.

MOTION: Councilmember Standridge moved to approve the consent agenda as presented. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

8. REPUBLIC WASTE QUARTERLY REPORT [BERNAS]

Republic's General Manager Dallas Business Unit Rick Bernas reviewed the third quarter report. (See Exhibit 8)

Mr. Bernas stated the term "Drive By's" refers to the number of homes that were serviced during the quarter.

Finance/H.R. Manager requested Mr. Bernas check into the number of broken carts that have been reported in the last quarter.

Mr. Bernas thanked the Mayor and Council for allowing Republic to be a part of the community and presented ParkerFest Co-chair Sandy Waites, with a donation of \$500.

9. PARKS AND RECREATION QUARTERLY REPORT [STACHIW]

Parks and Recreation Commission Chairperson Cindy Stachiw provided an update on ParkerFest. There are currently 27 paid vendors totaling \$945. The Committee is proud to announce the event is fully self-funded over and above. There will be two food vendors and a shaved ice truck. Parking will be across the street on Gray

Lane and City staff will use flags and barriers to direct traffic. Mayor Marshall thanked Co-chairs Cindy Stachiw and Sandy Waites for all their hard work on the event.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 716 ANNEXING APPROXIMATELY 50.104 ACRES OF LAND IN THE GEORGE W. EASTES SURVEY, ABSTRACT NO. 300, AND THE SURRY E. DONALDSON SURVEY, ABSTRACT NO. 278, COLLIN COUNTY, TEXAS. GENERALLY LOCATED AT CURTIS ROAD AND LEWIS LANE. [SHEPHERD]

As required by law, two public hearings were held; the first on September 2 and the second on September 16. This is a voluntary annexation request by developer Ron Haynes.

MOTION: Councilmember Taylor moved to approve Ordinance 716 as presented. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES FOR THE PROVISION OF BACKUP PARAMEDIC AMBULANCE SERVICE BY THE CITY OF WYLIE, TEXAS . [SHEPHERD/SHEFF]

City Attorney Shepherd has not received approval of his requested changes to the agreement from all parties involved and requested this item be tabled.

MOTION: Councilmember Stone moved to table this item to a future meeting. Councilmember Standridge seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MAYOR AND COUNCIL'S TERMS. [MARSHALL]

Mayor Marshall noted this item was discussed previously in 2012, when the Council had the opportunity to change the election date for the City without requiring a special election.

Mayor Marshall has received comments from citizens wanting to know why the Mayor and Councilmember terms have not been extended; so he felt the Council should revisit this issue. Extending the terms will potentially save the City the cost of an election every couple of years.

Mayor Marshall reviewed the presentation in exhibit 12.

Any changes to the Mayor and Council terms require a special election. The deadline to call the 2015 Election is February 27, 2015 so there is some time to discuss this further.

Three year staggered terms would result in two elections in every three year period, subject to runoff elections, or other legal requirements. Those elected must receive a majority vote of 51% or more or a runoff election will be required.

City Attorney Shepherd will verify the law on filling a vacancy, but believes the Texas Constitution requires councils with extended terms to fill a vacancy by a special election within 120 days after such vacancy occurs.

Council discussed the City's annual cost for elections. The first year of a Councilmember's term has a learning curve that requires an investment by the City for training and education. They each feel that they are just learning the ropes when their first term is expiring. They also discussed the costs of campaigning for candidates.

This item will be brought back on a future agenda for further discussion.

13. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MODIFICATION OF THE FIRE STATION. [LEVINE]

City Engineer Birkhoff has recommended Spurgin and Associates Architects to prepare a conceptual plan for modifications to the Fire Station. A conceptual plan will cost approximately \$1,500.00, whereas construction plans will cost anywhere from \$10,000.00 to \$12,000.00.

Mayor Pro Tem Levine recommends the Council spend this small amount to get a good concept plan of what the Fire Chief would ultimately like to achieve with the addition to the station.

Mayor Pro Tem Levine will meet with Mr. Spurgin and Chief Sheff if the Council approves.

MOTION: Councilmember Taylor moved to approve hiring Spurgin & Associates Architects to prepare a concept plan for modifications to the Fire Station at a cost of no more than \$1,500.00; and, authorize Mayor Pro Tem Levine to meet with Mr. Spurgin and Chief Sheff on this project. Councilmember Pettle seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

ROUTINE ITEMS

14. FUTURE AGENDA ITEMS

- FM 2551 Opposition Resolution
- Council Terms
- Wylie Ambulance Backup Service

- McCreary Road Monument Sign

15. UPDATES

None

16. ADJOURN

Mayor Marshall adjourned the meeting at 7:41 pm.

APPROVED:

Mayor Z Marshall

ATTESTED:

City Secretary Carrie L. Smith

APPROVED on the _____ day
of _____, 2014.

Exhibits:

8 - Republic Waste Quarterly Report
12 - Election Presentation

July 2014 - Sept. 2014 Report

CC Minutes
October 21, 2014
Exhibit 8

Rick Bernas

ALLIED WASTE SERVICES OF PLANO



YTD tons 2014



PARKER	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Solid Waste	395	379	337	
Recycle	109	127	128	
Bulk/Brush	203	272	229	

TOTALS 707 778 694



Drive By's 2014



Homes Serviced:

1ST qtr: 3,677

2ND qtr: 3,753

3RD qtr: 3,755

Drive by's

1ST qtr: 35,549

2ND qtr: 26,267

3RD qtr: 28,277



Disposal Cost



2014

**S/W 1st / 2nd qtr:
\$34,086**

2014

**3 rd qtr: \$ 13,914
YTD total \$ 48,000**



YoY Diesel Cost / gallon



2013

2014

3 rd qtr: \$3.54

2013 avg. \$3.84

2012 Avg. / gallon \$3.86

2011 Avg. / gallon \$3.78

2009 RFP Bid \$2.60 /Act '09 \$2.41

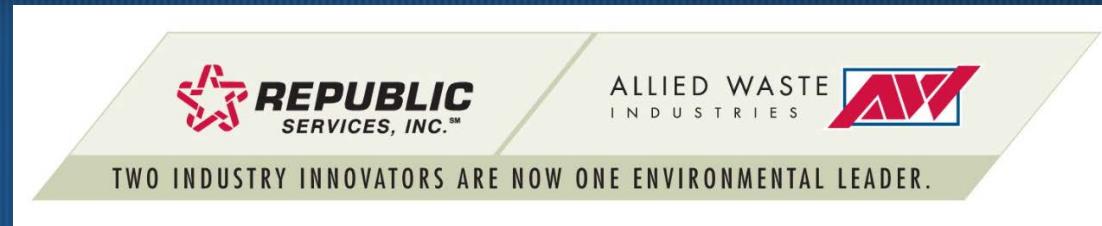
Avg cost/gallon \$ 3.72



July - Sept.: 4 calls

Conclusion - Action plans





Thank You
CITY OF PARKER



Election 2015

Cities Surveyed

- 32 North Texas Cities Surveyed
 - 16 Cities have 2-year Council Terms
 - 14 Cities have 3-year Council Terms
 - 2 Cities have 4-year Council Terms

City	County	May Annually	May Odd Years	ember Ann	Term	Term Limits
Allen	Collin	1			3 years	none
Anna	Collin			1	3 years	none
Bonham	Fannin	1			2 years	none
Celina	Collin	1			3 years	none
Coppell		1			3 years	none
Denison		1			3 years	2
Farmersville	Collin	1			2 years	none
Forney		1			2 years	none
						3 terms or no more than 18 years combined
Frisco	Collin/Denton	1			3 years	
Garland	Dallas	1			2 years	3
Greenville	Hunt	1			3 years	2
Heath	Rockwall	1			2 years	none
Howe	Grayson	1			2 years	none
Lake Worth	Tarrant	1			2 years	none
Lowry Crossing	Collin			1	2 years	none
Lucas	Collin	1			3 years	none
McKinney	Collin		1		4 years	2
McLendon-Chisholm	Rockwall	1			2 years	none
Murphy	Collin			1	3 years	none
Paris	Lamar	1			2 years	3
Pilot Point	Denton	1			2 years	none
Plano	Collin/Denton		1		4 years	2
Prosper	Collin/Denton	1			3 years	18 years
Richardson	Collin/Dallas		1		2 years	6
Royce City	Rockwall	1			2 years	none
Seagoville	Dallas	1			2 years	none
Sherman	Grayson			1	3 years	2
St. Paul	Collin	1			2 years	none
Terrell	Kaufman	1			3 years	3
The Colony	Denton	1			3 years	2
Whitesboro		1			2 years	none
Wylie	Collin/Rockwall	1			3 years	none
		25	3	4		

Three Year Staggered Terms-

- 2015- three council- local support
- 2016- mayor and two council- county support
- 2017- no election
- 2018- three council- local support
- 2019- mayor and two council- county support
- 2020- no election
- 2021- three council – local support
- 2022- mayor and two council- county support
- 2023- no election

Next nine years- 3 years county support, 3 years local support, 3 years no election

Four Year Staggered Terms- County Support All Years

- 2015- three council
- 2016- mayor & two council
- 2017- no election
- 2018- no election
- 2019- three council
- 2020- mayor & two council
- 2021 and beyond -same yearly cycle

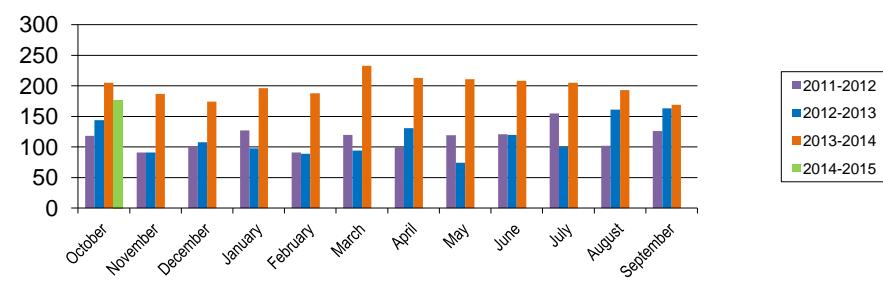
City of Parker
POLICE DEPARTMENT
MONTHLY REPORT

Calls					
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015	
October	118	144	205	177	
November	91	91	187		
December	101	108	174		
January	127	98	196		
February	91	89	188		
March	120	94	233		
April	100	131	213		
May	119	74	211		
June	121	120	208		
July	155	100	205		
August	102	161	193		
September	126	163	169		
Y-T-D Total	1371	1373	2382	177	

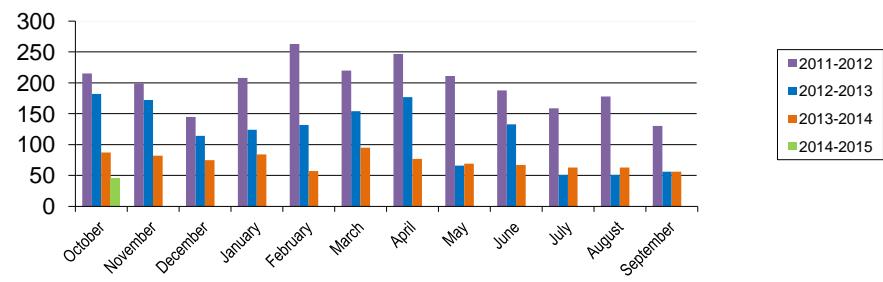
Traffic Stops					
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015	
October	215	182	87	46	
November	199	172	82		
December	145	114	75		
January	208	124	84		
February	263	132	57		
March	220	154	95		
April	247	177	77		
May	211	66	69		
June	188	133	67		
July	159	51	63		
August	178	51	63		
September	130	56	56		
Y-T-D Total	2363	1412	875	46	

Total Reports					
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015	
October	21	29	18	26	
November	12	20	11		
December	13	21	10		
January	18	16	22		
February	22	15	21		
March	27	14	23		
April	12	13	29		
May	13	27	16		
June	19	17	18		
July	22	13	21		
August	9	15	18		
September	34	21	16		
Y-T-D Total	222	221	223	26	

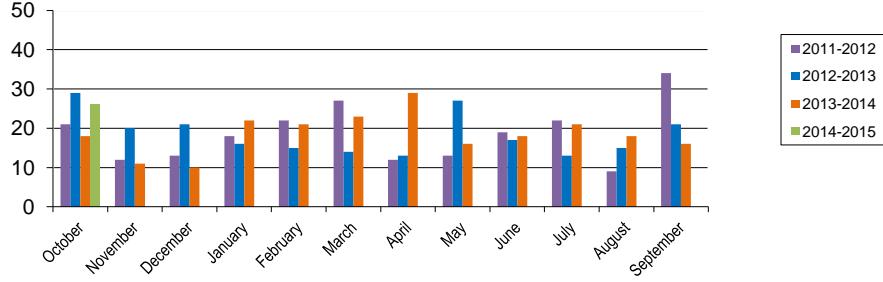
Calls



Traffic Stops



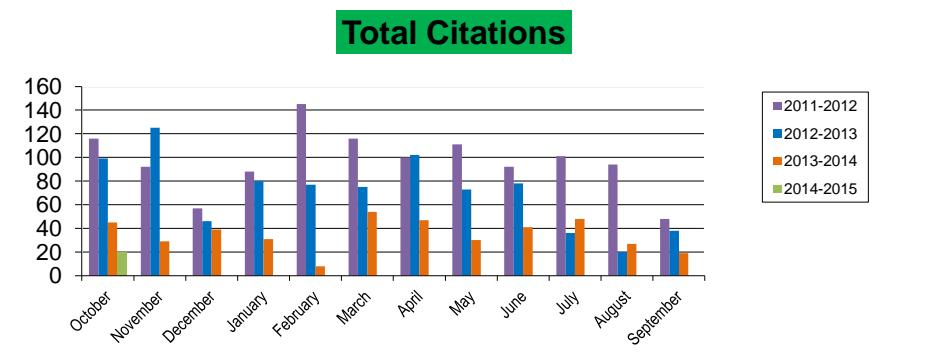
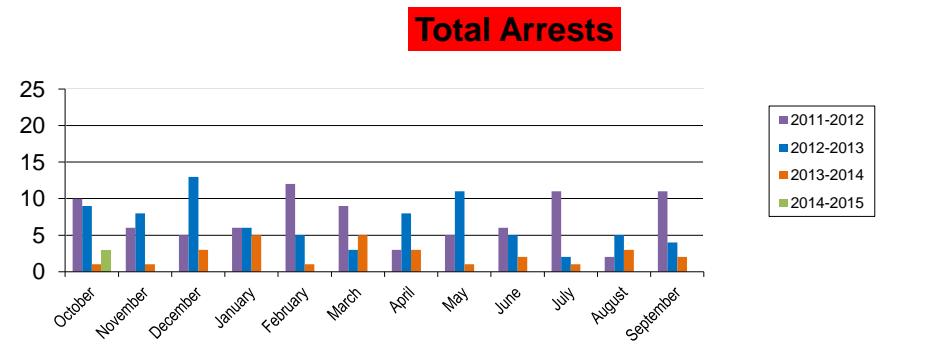
Total Reports



City of Parker
POLICE DEPARTMENT
MONTHLY REPORT

Total Arrests				
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015
October	10	9	1	3
November	6	8	1	
December	5	13	3	
January	6	6	5	
February	12	5	1	
March	9	3	5	
April	3	8	3	
May	5	11	1	
June	6	5	2	
July	11	2	1	
August	2	5	3	
September	11	4	2	
Y-T-D Total	86	79	28	3

Total Citations				
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015
October	116	99	45	20
November	92	125	29	
December	57	46	39	
January	88	80	31	
February	145	77	8	
March	116	75	54	
April	100	102	47	
May	111	73	30	
June	92	78	41	
July	101	36	48	
August	94	20	27	
September	48	38	19	
Y-T-D Total	1160	849	418	20



City of Parker
POLICE DEPARTMENT
VEHICLE MAINTENANCE

RESERVE OFFICERS



CITY OF

BUILDING PERMIT TOTALS

Oct-14

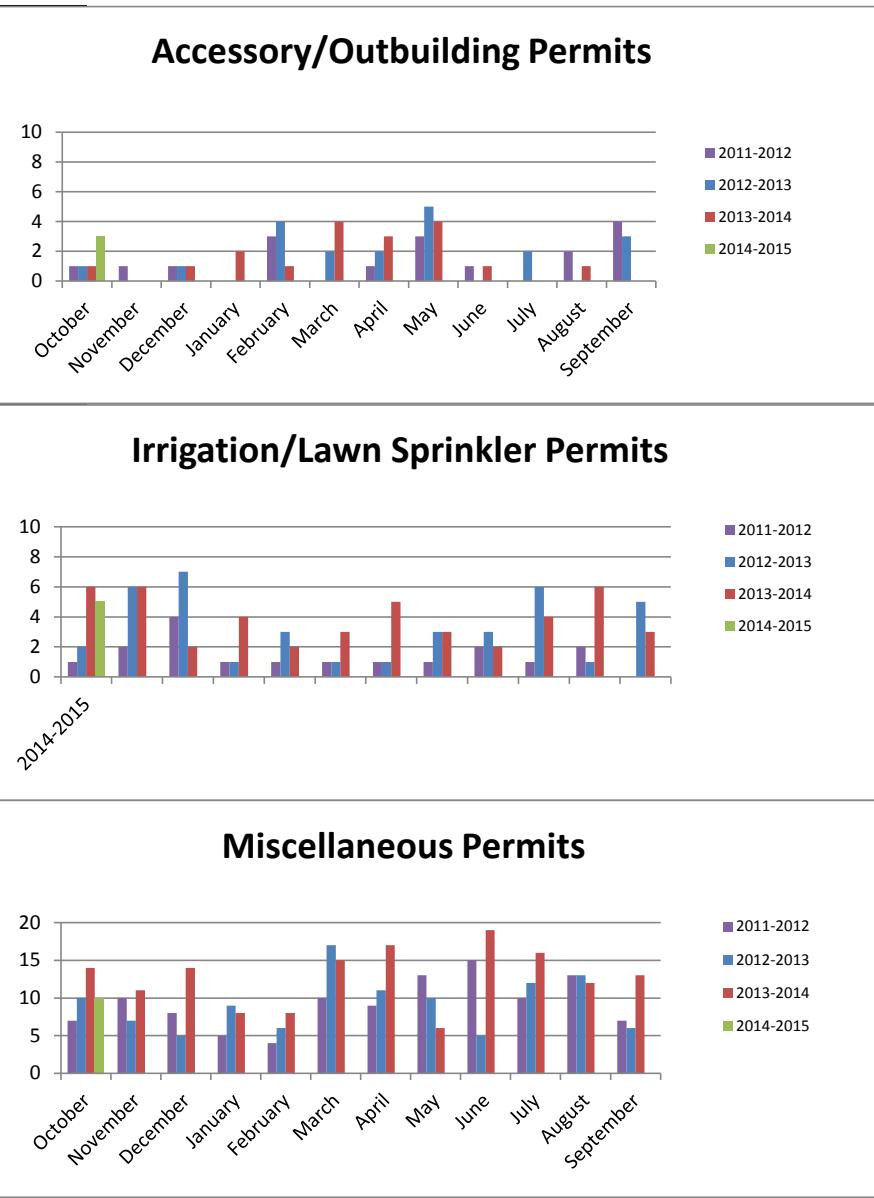
ACCESSORY/OUTBUILDING PERMITS	3
IRRIGATION/LAWN SPRINKLER PERMITS	5
MISCELLANEOUS PERMITS	10
SWIMMING POOL PERMITS	6
REMODEL/ADDITION PERMITS	1
SINGLE FAMILY RESIDENTIAL PERMITS	2
INSPECTIONS	88

PERMIT GRAPHS

Accessory/Outbuildings Permits				
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015
October	1	1	1	3
November	1	0	0	
December	1	1	1	
January	0	0	2	
February	3	4	1	
March	0	2	4	
April	1	2	3	
May	3	5	4	
June	1	0	1	
July	0	2	0	
August	2	0	1	
September	4	3	0	
Y-T-D Total	17	20	18	3

Irrigation/Lawn Sprinkler Permits				
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015
October	1	2	6	5
November	2	6	6	
December	4	7	2	
January	1	1	4	
February	1	3	2	
March	1	1	3	
April	1	1	5	
May	1	3	3	
June	2	3	2	
July	1	6	4	
August	2	1	6	
September	0	5	3	
Y-T-D Total	17	39	46	5

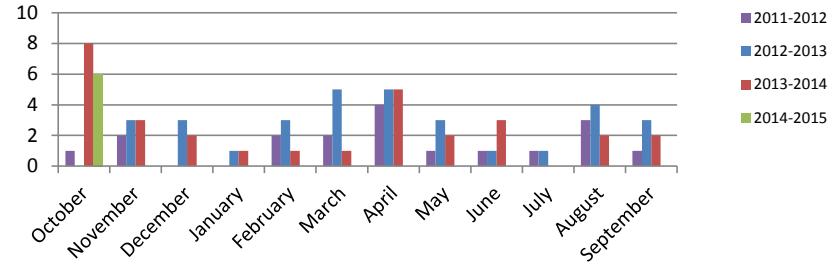
Miscellaneous Permits				
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015
October	7	10	14	10
November	10	7	11	
December	8	5	14	
January	5	9	8	
February	4	6	8	
March	10	17	15	
April	9	11	17	
May	13	10	6	
June	15	5	19	
July	10	12	16	
August	13	13	12	
September	7	6	13	
Y-T-D Total	111	111	153	10



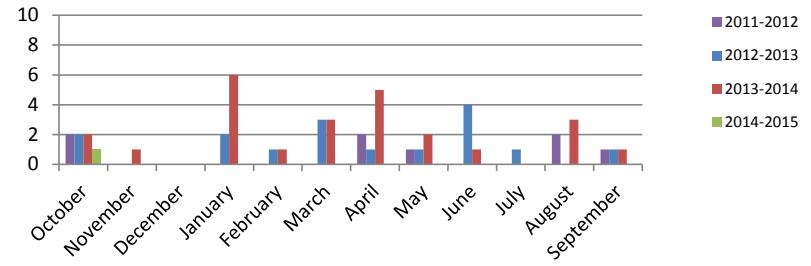
PERMIT GRAPHS

Swimming Pool Permits					
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015	
October	1	0	8	6	
November	2	3	3		
December	0	3	2		
January	0	1	1		
February	2	3	1		
March	2	5	1		
April	4	5	5		
May	1	3	2		
June	1	1	3		
July	1	1	0		
August	3	4	2		
September	1	3	2		
Y-T-D Total	18	32	30	6	
Remodel/Addition Permits					
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015	
October	2	2	2	1	
November	0	0	1		
December	0	0	0		
January	0	2	6		
February	0	1	1		
March	0	3	3		
April	2	1	5		
May	1	1	2		
June	0	4	1		
July	0	1	0		
August	2	0	3		
September	1	1	1		
Y-T-D Total	8	16	25	1	
Single Family Residential Building Permits					
Fiscal Year	2011-2012	2012-2013	2013-2014	2014-2015	
October	2	7	3	2	
November	1	0	3		
December	1	3	4		
January	2	3	5		
February	2	4	0		
March	6	6	8		
April	0	5	5		
May	3	2	3		
June	4	2	0		
July	5	1	3		
August	2	6	3		
September	0	2	2		
Y-T-D Total	28	41	39	2	

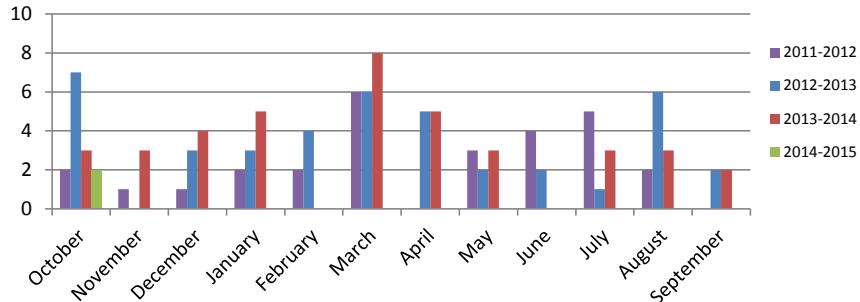
Swimming Pool Permits



Remodel/Addition Permits



Single Family Residential Permits



CITY OF PARKER
PERMIT LOG
OCTOBER 2014

PERMIT NUMBER	ISSUE DATE	TYPE	ADDRESS	CONTRACTOR	DESCRIPTION	ESTIMATED VALUE	TOTAL SQUARE FOOTAGE	PERMIT FEE	DEPOSIT FEE	WATER METER FEE
2014-1016	10/9/2014	ACC	5010 HACKBERRY LN	MORTON BUILDINGS	STALL BARN	58,193.00	1,080	\$225	NA	NA
2014-1017	10/16/2014	ACC	5204 RAVENSTHORPE DR	SPRING CREEK FENCE AND GATE	PATIO COVER	4,000.00	168	\$100	NA	NA
2014-1018	10/23/2014	ACC	6701 OVERBROOK DR	M CHRISTOPHER CUSTOM HOMES	ADDITION	135,555.00	1,291	\$375	NA	NA
2014-6030	10/16/2014	FENCE	6202 SOUTHRIDGE PKWY	TITAN FENCE	FENCE	7,912.50	NA	\$75	NA	NA
2014-3016	10/8/2014	FSPR	3106 BLUFFS LN	RES COM	FIRE SPRINKLER	NA	NA	\$150	NA	NA
2014-3017	10/16/2014	FSPR	6906 OVERBROOK DR	GS FIRE PROTECTION LLC	FIRE SPRINKLER	NA	NA	\$150	NA	NA
2014-4035	10/6/2014	IRR	6401 NORTHRIDGE PKWY	SOAK N GROW	IRRIGATION SYSTEM	1,000.00	NA	\$75	NA	NA
2014-4036	10/9/2014	IRR	5907 MIDDLETON DR	ML JOHNSON	IRRIGATION SYSTEM	1,100.00	NA	\$75	NA	NA
2014-4037	10/15/2014	IRR	6807 AUDUBON DR	SPRINKLER DESIGNS AND MOW	IRRIGATION SYSTEM	6,000.00	NA	\$75	NA	NA
2014-4038	10/16/2014	IRR	6710 OVERBROOK DR	M.L. JOHNSON	IRRIGATION SYSTEM	1,100.00	NA	\$75	NA	NA
2014-4039	10/23/2014	IRR	4603 MEADOW RIDGE	SOAK N GROW	IRRIGATION SYSTEM	1,000.00	NA	\$75	NA	NA
2014-7037	10/9/2014	PLUM	1905 DUBLIN RD	ACTFAST PLUMBING	WATER HEATER	NA	NA	\$75	NA	NA
2014-7038	10/10/2014	PLUM	6003 ANDOVER DR	ALS PLUMBING	50 GAL NATURAL GAS WATER HEATER	NA	NA	\$75	NA	NA
2014-7039	10/13/2014	PLUM	5605 KENSINGTON CT	BENJAMIN FRANKLIN PLUMBING	TANKLESS WATER HEATER	NA	NA	\$75	NA	NA
2014-7040	10/14/2014	PLUM	7293 MOSS RIDGE RD	JOHN KING	REPLACE WATER HEATER	NA	NA	\$75	NA	NA
2014-7041	10/16/2014	PLUM	4309 SPRINGHILL ESTATES DR	SAME DAY PLUMBING	WATER HEATER	NA	NA	\$75	NA	NA
2014-7042	10/24/2014	PLUM	5903 RIDGEMORE DR	LASITER PLUMBING	50 GAL GAS WATER HEATER	NA	NA	\$75	NA	NA
2014-7043	10/27/2014	PLUM	6906 AUDUBON DR	AL'S PLUMBING	50 GAL GAS WATER HEATER	NA	NA	\$75	NA	NA
2014-10018	10/9/2014	POOL	6710 OVERBROOK DR	RIVERBEND	POOL	45,000.00	NA	\$500	NA	NA
2014-10019	10/10/2014	POOL	7511 FOREST BEND DR	VENTURE POOLS	POOL	35,000.00	NA	\$500	NA	NA
2014-10020	10/16/2014	POOL	5204 RAVENSTHORPE DR	M CHRISTOPHER POOLS	POOL	75,000.00	NA	\$500	NA	NA
2014-10021	10/16/2014	POOL	6802 GREENHILL CT	HOBERT POOLS	POOL	48,000.00	NA	\$500	NA	NA
2014-10022	10/23/2014	POOL	6804 OVERBROOK DR	GOLD MEDAL POOLS	POOL	45,000.00	NA	\$500	NA	NA
2014-10023	10/28/2014	POOL	6102 SOUTHRIDGE PKWY	FOLEY POOLS	POOL	55,000.00	NA	\$500	NA	NA
2014-80018	10/1/2014	REMOD	4408 PECAN BEND	ELEGANT IMPROVEMENTS	ADDITION	38,670.00	247	\$250	NA	NA
2014-9030	10/1/2014	SFR	5503 ESTATE LN	CLEVE ADAMSON CUSTOM HOMES	NEW RESIDENCE	180,000.00	8,584	\$5,315	\$1,000	\$2,000
2014-9031	10/8/2014	SFR	7203 MEADOW GLEN DR	GRAND HOMES	NEW RESIDENCE	656,900.00	6,769	\$4,244	\$1,000	\$2,000
					TOTAL =	1,394,430.50		\$14,783	\$2,000	\$4,000

INSPECTION LOG
OCTOBER 2014

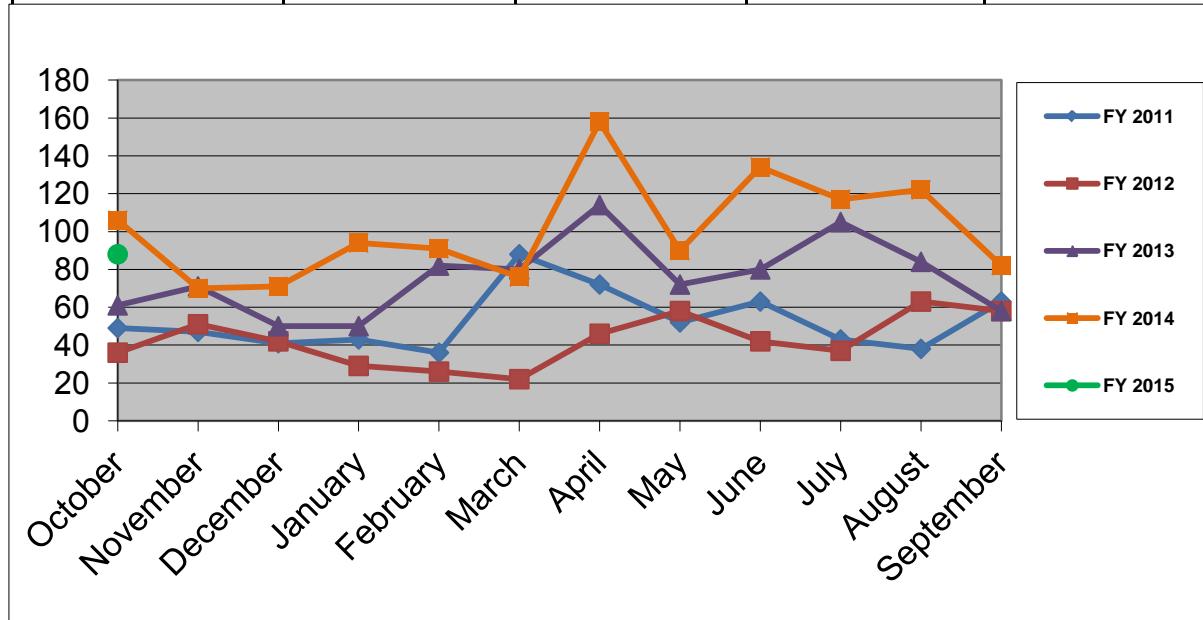
PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2014-1013	6900 AUDUBON DR	ACC	FRAMING	10/6/2014	10/6/2014	TRUE		ISS	1
2014-1013	6900 AUDUBON DR	ACC	ELECTRICAL ROUGH	10/16/2014	10/16/2014	TRUE		ISS	1
2014-6020	7301 FOREST BEND DR	FENCE	FENCE FINAL	10/16/2014	10/16/2014	TRUE		FINAL	1
2014-6026	6710 OVERBROOK DR	FENCE	FENCE FINAL	10/23/2014	10/23/2014	TRUE		FINAL	1
2014-6030	6202 SOUTHRIDGE PKWY	FENCE	FENCE FINAL	10/13/2014	10/13/2014	TRUE		FINAL	1
2014-3013	6802 GREENHILL CT	FSPR	BACKFLOW CERTIFICATE ON FILE	10/10/2014	10/10/2014	TRUE		ISS	1
2014-3016	3106 BLUFFS LN	FSPR	FIRE HYDRO VISUAL	10/23/2014	10/23/2014	TRUE		ISS	1
2014-3014	6702 HAVENHURST CT	FSPR	FIRE HYDRO VISUAL	10/3/2014	10/3/2014	TRUE		ISS	1
2014-3010	6705 HAVENHURST CT	FSPR	FIRE FINAL	10/15/2014		FALSE	FAILED 10/15/14	ISS	1
2014-4036	5907 MIDDLETON DR	IRR	BACKFLOW CERTIFICATE ON FILE	10/15/2014	10/15/2014	TRUE		FINAL	1
2014-4033	6200 SOUTHRIDGE PKWY	IRR	BACKFLOW CERTIFICATE ON FILE	10/15/2014	10/15/2014	TRUE		FINAL	1
2014-4035	6401 NORTHRIDGE PKWY	IRR	BACKFLOW CERTIFICATE ON FILE	10/22/2014	10/22/2014	TRUE		FINAL	1
2014-4039	4603 MEADOW RIDGE	IRR	BACKFLOW CERTIFICATE ON FILE	10/31/2014	10/31/2014	TRUE		FINAL	1
2014-6028	5506 ELISA LN	MISC	DRIVEWAY/CULVERT	10/3/2014	10/3/2014	TRUE		FINAL	1
2014-7038	6003 ANDOVER DR	PLUM	WATER HEATER	10/29/2014	10/29/2014	TRUE		FINAL	1
2014-7039	5605 KENSINGTON CT	PLUM	WATER HEATER	10/15/2014	10/15/2014	TRUE		FINAL	1
2014-10008	1904 DUBLIN RD	POOL	POOL FINAL	10/14/2014	10/14/2014	TRUE		FINAL	1
2014-10015	3100 DUBLIN RD	POOL	DECK STEEL	10/23/2014	10/23/2014	TRUE		ISS	1
2014-10015	3100 DUBLIN RD	POOL	GAS LINE TO POOL HEATER	10/30/2014	10/30/2014	TRUE		ISS	1
2014-10017	7510 FOREST BEND DR	POOL	DECK STEEL	10/16/2014	10/16/2014	TRUE		ISS	1
2014-10017	7510 FOREST BEND DR	POOL	FENCE FINAL	10/30/2014	10/30/2014	TRUE		ISS	1
2014-10019	7511 FOREST BEND DR	POOL	BELLY STEEL	10/24/2014	10/24/2014	TRUE		ISS	1
2014-10021	6802 GREENHILL CT	POOL	BELLY STEEL	10/23/2014	10/23/2014	TRUE		ISS	1
2014-10016	2704 MARY CT	POOL	GAS LINE TO POOL HEATER	10/1/2014	10/1/2014	TRUE		ISS	1
2013-10026	4406 BOULDER DR	POOL	POOL FINAL	5/23/2014	10/1/2014	TRUE	FAILED 5/23/14	FINAL	2
2014-80006	5803 BRACKNELL DR	REMOD	BUILDING FINAL	10/2/2014	10/9/2014	TRUE	FAILED 10/2/14	FINAL	2
2014-80010	5400 ELISA LN	REMOD	OTHER	10/10/2014	10/10/2014	TRUE	HVAC DUCT	ISS	1
2014-80004	6707 ESTADOS DR	REMOD	ELECTRICAL ROUGH	10/24/2014	10/24/2014	TRUE		ISS	1
2014-80004	6707 ESTADOS DR	REMOD	MECHANICAL ROUGH	10/24/2014	10/24/2014	TRUE		ISS	1
2014-80004	6707 ESTADOS DR	REMOD	FRAMING	10/24/2014	10/24/2014	TRUE		ISS	1
2014-80014	5200 ESTATE LN	REMOD	FRAMING	10/8/2014	10/8/2014	TRUE	PATIO	ISS	1
2014-80014	5200 ESTATE LN	REMOD	ELECTRICAL ROUGH	10/8/2014	10/8/2014	TRUE	PATIO	ISS	1
2014-80012	7275 MOSS RIDGE RD	REMOD	OTHER	10/3/2014	10/3/2014	TRUE	WATER LINE	FINAL	1
2014-80012	7275 MOSS RIDGE RD	REMOD	BUILDING FINAL	10/9/2014	10/9/2014	TRUE		FINAL	1
2014-9012	6202 SOUTHRIDGE PKWY	SFR	BUILDING FINAL	10/7/2014	10/13/2014	TRUE	FAILED 10/7/14	FINAL	2

INSPECTION LOG
OCTOBER 2014

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2014-9012	6202 SOUTHRIDGE PKWY	SFR	SURVEY PLAT	10/13/2014	10/13/2014	TRUE		FINAL	1
2014-9009	6710 OVERBROOK DR	SFR	METER RELEASE - GAS	10/1/2014	10/1/2014	TRUE		FINAL	1
2014-9009	6710 OVERBROOK DR	SFR	BUILDING FINAL	10/21/2014	10/23/2014	TRUE	FAILED 10/21/14	FINAL	2
2013-9035	6903 AUDUBON DR	SFR	BUILDING FINAL	10/22/2014	10/29/2014	TRUE	FAILED 10/22/14	FINAL	2
2013-9035	6903 AUDUBON DR	SFR	SURVEY PLAT	10/29/2014	10/29/2014	TRUE		FINAL	1
2014-9003	6807 AUDUBON DR	SFR	DRIVEWAY APPROACH	10/29/2014		FALSE	FAILED 10/29/14	ISS	1
2014-9003	6807 AUDUBON DR	SFR	OTHER	10/30/2014	10/30/2014	TRUE	METER BASE RELOCATION	ISS	1
2014-9017	3106 BLUFFS LN	SFR	PLUMBING TOP-OUT	10/16/2014		FALSE	FAILED 10/16/14 & 10/23/14	ISS	2
2014-9017	3106 BLUFFS LN	SFR	ELECTRICAL ROUGH	10/16/2014		FALSE	FAILED 10/16/14 & 10/23/14	ISS	2
2014-9017	3106 BLUFFS LN	SFR	MECHANICAL ROUGH	10/16/2014		FALSE	FAILED 10/16/14 & 10/23/14	ISS	2
2014-9017	3106 BLUFFS LN	SFR	FRAMING	10/16/2014		FALSE	FAILED 10/16/14 & 10/23/14	ISS	2
2014-9028	6604 ESTADOS DR	SFR	T-POLE	10/20/2014	10/20/2014	TRUE		ISS	1
2014-9028	6604 ESTADOS DR	SFR	FORM SURVEY	10/23/2014	10/23/2014	TRUE		ISS	1
2014-9028	6604 ESTADOS DR	SFR	PLUMBING ROUGH	10/23/2014	10/27/2014	TRUE	FAILED 10/23/14	ISS	2
2014-9030	5503 ESTATE LN	SFR	T-POLE	10/16/2014	10/24/2014	TRUE	FAILED 10/16/14 & 10/22/14	ISS	3
2014-9030	5503 ESTATE LN	SFR	PLUMBING ROUGH	10/22/2014	10/22/2014	TRUE		ISS	1
2014-9030	5503 ESTATE LN	SFR	FORM SURVEY	10/22/2014	10/22/2014	TRUE		ISS	1
2014-9025	7507 FOREST BEND DR	SFR	PLUMBING ROUGH	10/2/2014	10/2/2014	TRUE		ISS	1
2014-9025	7507 FOREST BEND DR	SFR	FORM SURVEY	10/2/2014	10/2/2014	TRUE		ISS	1
2014-9025	7507 FOREST BEND DR	SFR	FOUNDATION	10/14/2014	10/14/2014	TRUE		ISS	1
2014-9029	5001 HACKBERRY LN	SFR	PLUMBING ROUGH	10/1/2014	10/1/2014	TRUE		ISS	1
2014-9029	5001 HACKBERRY LN	SFR	FOUNDATION	10/15/2014	10/15/2014	TRUE		ISS	1
2014-9006	6701 HAVENHURST CT	SFR	BUILDING FINAL	10/15/2014		FALSE	FAILED 10/15/14	ISS	1
2014-9016	6702 HAVENHURST CT	SFR	PLUMBING TOP-OUT	10/10/2014	10/22/2014	TRUE	FAILED 10/10/14 & 10/15/14	ISS	3
2014-9016	6702 HAVENHURST CT	SFR	ELECTRICAL ROUGH	10/10/2014	10/22/2014	TRUE	FAILED 10/10/14 & 10/15/14	ISS	3
2014-9016	6702 HAVENHURST CT	SFR	MECHANICAL ROUGH	10/10/2014	10/22/2014	TRUE	FAILED 10/10/14 & 10/15/14	ISS	3
2014-9016	6702 HAVENHURST CT	SFR	FRAMING	10/10/2014	10/22/2014	TRUE	FAILED 10/10/14 & 10/15/14	ISS	3
2014-9008	6704 HAVENHURST CT	SFR	BUILDING FINAL	10/15/2014		FALSE	FAILED 10/15/14	ISS	1
2014-9014	6705 HAVENHURST CT	SFR	DRIVEWAY APPROACH	10/23/2014	10/23/2014	TRUE		ISS	1
2014-9015	6800 HAVENHURST CT	SFR	METER RELEASE - GAS	10/23/2014	10/23/2014	TRUE		ISS	1
2014-9015	6800 HAVENHURST CT	SFR	METER RELEASE - ELECTRIC	10/23/2014	10/24/2014	TRUE	FAILED 10/23/14	ISS	2
2014-9031	7203 MEADOW GLEN DR	SFR	T-POLE	10/16/2014	10/16/2014	TRUE		ISS	1
								TOTAL=	88

Monthly Inspection Report

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
October	49	36	61	106	88
November	47	51	71	70	
December	41	42	50	71	
January	43	29	50	94	
February	36	26	82	91	
March	88	22	80	76	
April	72	46	114	158	
May	52	58	72	90	
June	63	42	80	134	
July	43	37	105	117	
August	38	63	84	122	
September	63	58	58	82	
Year Total	635	510	907	1211	88



CODE ENFORCEMENT REPORT
2014-2015

Violation Description	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
High Grass	1												1
Illegal Dumping													0
Illegal Structure													0
Illegal Vehicle													0
Junked Vehicles													0
Lot Maintenance	2												2
Trash and Debris	2												2
ITEM TOTALS	5	0	5										

Officer Actions	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
Verbal Warnings	5												5
Complied/Resolve	5												5
10 Day Notice	2												2
Extension Granted													0
Complied/Resolve	2												2
Citations Issued													0
Stop Work Order													0
Misc													0
ITEM TOTALS	14	0	14										

CRIMINAL SECTION

Court	City of Parker		TRAFFIC MISDEMEANORS			NON-TRAFFIC MISDEMEANORS			
Month	10	Year	2014	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:				1,370	5	0	22	445	14
a. Active Cases				916	4	0	6	206	7
b. Inactive Cases				454	1	0	16	239	7
2. New Cases Filed				11	0	0	0	7	3
3. Cases Reactivated				10	0	0	0	10	1
4. All Other Cases Added				0	0	0	0	0	0
5. Total Cases on Docket (Sum of Lines 1a, 2, 3 & 4)				937	4	0	6	223	11
6. Dispositions Prior to Court Appearance or Trial:									
a. Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP Art. 27.14))</i>				15	0	0	0	11	2
b. Dismissed by Prosecution				0	0	0	0	0	0
7. Dispositions at Trial:									
a. Convictions									
1) Guilty Plea or Nolo Contendere				0	0	0	0	0	0
2) By the Court				0	0	0	0	0	0
3) By the Jury				0	0	0	0	0	0
b. Acquittals:									
1) By the Court				0	0	0	0	0	0
2) By the Jury				0	0	0	0	0	0
c. Dismissed by Prosecution				0	0	0	0	0	0
8. Compliance Dismissals:									
a. After Driver Safety Course (CCP, Art. 45.0511)				8					
b. After Deferred Disposition (CCP, Art. 45.051)				15	0	0	0	0	2
c. After Teen Court (CCP, Art. 45.052)				0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)								0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)							0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)				4					
g. All Other Transportation Code Dismissals				0	0	0	0	0	0
9. All Other Dispositions				0	0	0	0	0	0
10. Total Cases Disposed (Sum of Lines 6,7,8 & 9)				42	0	0	0	11	4
11. Cases Placed on Inactive Status				1	0	0	1	0	0
12. Total Cases Pending End of Month:				1,339	5	0	22	441	13
a. Active Cases (Equals Line 5 minus the sum of Lines 10 & 11)				894	4	0	5	212	7
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 11)				445	1	0	17	229	6
13. Show Cause Hearings Held				5	0	0	0	0	0
14. CasesAppealed:									
a. After Trial				0	0	0	0	0	0
b. Without Trial				0	0	0	0	0	0

ADDITIONAL ACTIVITY

Court	City of Parker	NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month	10		
1. Magistrate Warnings:		0	
a. Class C Misdemeanors		0	
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			TOTAL
2. Arrest Warrants Issued:			
a. Class C Misdemeanors		2	
b. Class A and B Misdemeanors		0	
c. Felonies		0	
3. Capiases Pro Fine Issued		0	
4. Search Warrants Issued		0	
5. Warrants for Fire, Health and Code Inspections Filed	(CCP, Art. 18.05)	0	
6. Examining Trials Conducted		0	
7. Emergency Mental Health Hearings Held		0	
8. Magistrate's Orders for Emergency Protection Issued		0	
9. Magistrate's Orders Ignition Interlock Device Issued	(CCP, Art. 17.441)	0	
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0	
11. Driver's License Denial, Revocation or Suspension Hearings Held	(TC, Sec. 521.300)	0	
12. Disposition of Stolen Property Hearings Held	(CCP, Ch. 47)	0	
13. Peace Bond Hearings Held		0	
14. Cases in Which Fine and Court Costs Satisfied by Community Service:			
a. Partial Satisfaction		0	
b. Full Satisfaction		0	
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		0	
16. Cases in Which Fine and Court Costs Waived for Indigency		0	
17. Amount of Fines and Court Costs Waived for Indigency		\$ 0.00	
18. Fines, Court Costs and Other Amounts Collected:			
a. Retained by City		\$ 2,469.85	
b. Remitted to State		\$ 1,435.85	
c. Total		\$ 3,905.70	

PIWIK

Website Parker, TX

Date range: 2014, October

Monthly Web Report

Visits Summary



Name	Value
Unique visitors	3163
Visits	4167
Actions	13673
Maximum actions in one visit	116
Bounce Rate	48%
Actions per Visit	3.3
Avg. Visit Duration (in seconds)	00:02:42

Mobile vs Desktop

Mobile vs Desktop	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
Desktop	2441	7792	3.19	00:03:14	47.93%	0%
Unknown	1257	3925	3.12	00:01:57	49.72%	0%
Mobile	469	1956	4.17	00:01:50	42.86%	0%

Referrer Type

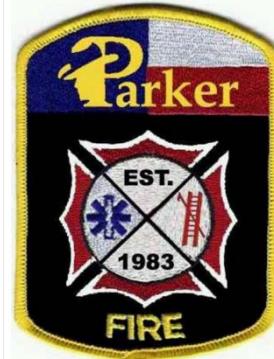
Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	2149	6298	2.93	00:03:01	57.1%	\$ 0
Search Engines	1880	7066	3.76	00:02:26	36.81%	\$ 0
Websites	138	309	2.24	00:01:06	55.8%	\$ 0

Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
🇺🇸 United States	3780	12931	3.42	00:02:45	45.4%	\$ 0
❓ Unknown	275	460	1.67	00:01:47	70.91%	\$ 0
🇩🇪 Germany	32	33	1.03	00:00:00	96.88%	\$ 0
🇷🇺 Russian Federation	14	14	1	00:00:00	100%	\$ 0
🇵🇭 Philippines	10	19	1.9	00:00:04	70%	\$ 0
🇨🇦 Canada	8	98	12.25	00:05:08	37.5%	\$ 0
🇫🇷 France	8	45	5.63	00:18:33	37.5%	\$ 0
🇮🇳 India	7	23	3.29	00:06:08	14.29%	\$ 0
🇬🇧 United Kingdom	4	6	1.5	00:01:50	75%	\$ 0
🇧🇷 Brazil	3	3	1	00:00:00	100%	\$ 0
🇨🇳 China	3	3	1	00:00:00	100%	\$ 0
🇸🇬 Singapore	3	3	1	00:00:00	100%	\$ 0
🇦🇺 Australia	2	3	1.5	00:00:15	50%	\$ 0
🇨🇿 Czech Republic	2	2	1	00:00:00	100%	\$ 0
🇮🇹 Italy	2	2	1	00:00:00	100%	\$ 0
🇵🇱 Poland	2	9	4.5	00:41:52	0%	\$ 0
🇸🇳 Senegal	2	2	1	00:00:00	100%	\$ 0
❓ Anonymous Proxy	1	1	1	00:00:00	100%	\$ 0
🇦🇲 Armenia	1	2	2	00:00:10	0%	\$ 0
🇧🇭 Bahrain	1	1	1	00:00:00	100%	\$ 0
🇯🇵 Japan	1	1	1	00:00:00	100%	\$ 0
🇲🇽 Mexico	1	2	2	00:03:09	0%	\$ 0
🇳🇬 Nigeria	1	1	1	00:00:00	100%	\$ 0
Others	4	9	2.25	00:00:30	75%	\$ 0

Parker Fire Department

Report for 9 Mos. Ending September 2014



Highlights

- **Emergency Calls**
 - For the **three months** July through September 2014 we responded to 67 calls for service. This compares to a similar 46 calls over the same period of 2013.
 - For the **nine months** January through September 2014 we responded to 206 calls. This compares to 177 calls over the same period of 2013 representing a 16% increase in total calls for service.
 - Of the 206 total calls during the 9 mos. ended September, 183 or 89% occurred in Parker. This compares to 160 calls over the same period of 2013 for a 14% increase in Parker (only) calls.
 - Year to-date we provided mutual aid 23 times compared to 15 the prior year. We received mutual aid from neighboring departments 4 times thus far in 2014.
 - We responded to 11 calls for structure fires over the 9 mos. ended September 2014; thankfully, all were mutual aid based responses outside of Parker which explains the low level of mutual aid received.
- **Response Metrics**
 - Our overall average response time over the **3 mos. period July – September 2014** was **7:03**, and for the **9 mos. period January – September 2014** was **7:17**. This compares to 8:53 over the same 9 mos. of 2013. This measurement excludes mutual aid calls and represents overall average response times within Parker's fire district.
 - The improvement in 2014 is attributed to the favorable impact of the stipend crew.

Highlights

- **Stipend Program**

- Over the 9 mos. ending June 2014, 40% of responses occurred while a stipend crew was on duty and 60% occurred while the station was unstaffed. This figure excludes both calls inside of Parker where we were disregarded prior to arrival and excludes mutual aid calls. The figure continues to reinforces the relevance of the stipend program.
- Over the 9 mos. when a stipend crew was on duty, 93% of the time it was staffed by at least 2 firefighters (66% staffed by 3 firefighters). These figures are up slightly over 6 month stats. 6% of the time we had a single firefighter on duty. We failed to cover a weekday with at least 1 firefighter on only 4 weekdays over the 9 mos. representing only 1% of the possible weekdays.
- 60 % of the time we were advanced life support capable with at least one paramedic on the crew.
- Over the **9 mos. January – September, 2014**, the average response time of the stipend crew was **4:17** minutes compared to **9:56** when the station was not staffed. This represents an improvement of 57% in response time by the stipend crew.
- The stipend program began October 1, 2013. Over the the 12 mos. of the **fiscal year 2014 (Oct 1, 2013-Sep 30, 2014)** the average response time of the stipend crew was 4:16 minutes compared to 9:45 when the station was not staffed.

- **Training**

- The department continues to drill a minimum of three Tuesday's each month with the one Tuesday dedicated to EMS continuing education.
- During the 3 mos. July – September the department underwent live fire training on two occasions.

- **Membership**

- Membership stands at 41 volunteers (plus a fire marshal and a Chaplin) unchanged from December 2013.

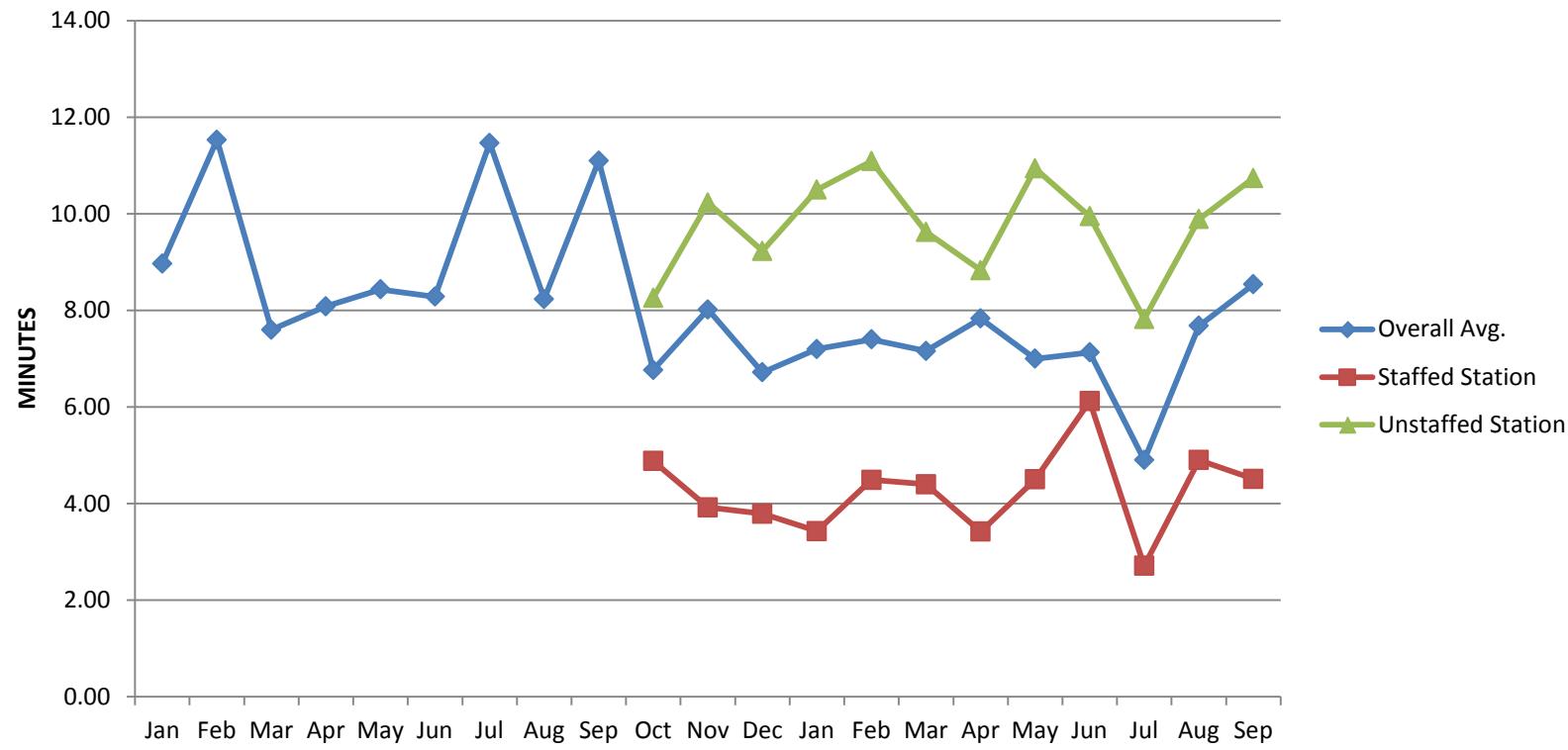
Calls for Service

- For the 9 mos. ended September 2014 total emergency calls were 206 compared to 177 for the comparable period of 2013.
- Excluding mutual aid given, we responded to 183 calls in Parker, up 14% over the prior year. This is driven by an increase in medical calls.

	Parker FD Call Volume						Current Calendar Yr 9 mos. Ended Sept	
	2008	2009	2010	2011	2012	2013	2013	2014
Structure Fire	26	15	16	15	18	11	6	11
Medical Call	81	74	111	92	98	103	73	89
All Others	148	128	92	127	144	126	98	106
Total	255	217	219	234	260	240	177	206
Less: Mutual Aid Given	-43	-29	-24	-30	-24	-20	-17	-23
Total Parker (only) Volume	212	188	195	204	236	220	160	183
% Change		-11%	4%	5%	16%	-7%		14%

Avg. Response Times

2013 plus Jan - Sept 2014
Monthly Average Response Time
Showing Impact of Staffed/Unstaffed Station
(excludes mutual aid)



Losses from Fires

- Fortunately, no structure fires occurred in Parker over the three months ended September 2014.
 - Property threatened by grass fires, unless high dollar farming equipment was a risk of loss, is excluded.
- The chart below depicts the 6 year trend and current year-to-date estimated losses.

Estimated Dollar Value Saved & Lost				
Threatened by Fire (excludes small grass fires)				
Year	Value	Est. Total	Est. \$	Est. \$
			Lost	Saved
Jan-Sep 2014	Nil	Nil	NA	NA
12 mos. 2013	1,411,000	62,000	1,349,000	96%
2012	3,160,000	690,000	2,470,000	78%
2011	Nil			
2010	792,000	283,000	509,000	64%
2009	1,116,000	228,000	888,000	80%
2008	6,755,000	1,020,000	5,735,000	85%

Operational Readiness

In service:

- ✓ Engine 811
- ✓ Engine 812
- ✓ Truck 811
- ✓ Brush 811
- Tac 811
- ✓ Tac 812

Comments

- All apparatus are in service, however, Tac 811 has been diagnosed with a transmission cooler leak that will require the expenditure of approx. \$1,000 to repair.
- As communicated in both the planning and budget work sessions, the fire department used fundraising money to purchase a replacement for Tac 811. It was received in October. Tac 811 will be returned to the City for auction.

2014 Continuing Initiatives

- ISO re-rating during 2014. *Dept. continues preparation. It is advantageous for us to develop a history of stipend crew response times.*
- Stipend shift coverage. *Ongoing.*
- Address ambulance contract that matures September 30. *An amend and extend of the current ETMC ambulance contract for an additional 5 years was approved and is now operative.*
- Address overnight station sleeping accommodations to ensure timely response to emergencies. *Concept design stage.*
- Recruit new volunteers. *Ongoing.*



Council Agenda Item

Budget Account Code:	Meeting Date: November 18, 2014
Budgeted Amount:	Department/ Requestor: Mayor Marshall
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: 11/13/2014
Exhibits:	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON OPPOSING THE PROPOSED FUTURE ALIGNMENT OF FM 2551. [MARSHALL]

SUMMARY

Southridge Subdivision objects to the construction of the planned FM 2551 extension through their community. Significant factors include the costs expended on the planned roadway, an alternate route, and the expense of changing from the planned route to an alternate.

POSSIBLE ACTION

Approve, Table or Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffi Hay</i>	Date:	11/14/14



Council Agenda Item

Budget Account Code:		Meeting Date: November 18, 2014
Budgeted Amount:		Department/ Requestor: Planning and Zoning
Fund Balance-before expenditure:		Prepared by: J. Flanigan
Estimated Cost:		Date Prepared: 11/12/2014
Exhibits:	City Engineer Review Letter 4 - dated 11/13/2014 Planning and Zoning's 10/9 meeting minutes Proposed Preliminary Plat City Engineer Review Letter 3 - dated 10/7/2014 Development Agreement Resolution 2007-170	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PRELIMINARY PLAT FOR KINGS CROSSING PHASE 2. [FLANIGAN]

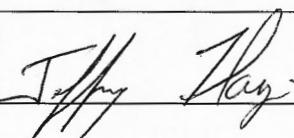
SUMMARY

Please see the attached Planning and Zoning minutes for October 9, 2014. You will find all outstanding issues in the City Engineer Review 4 letter dated 11/13/2014.

Note: Review letter 4, dated 11/13/2014 - The developer has agreed to use 2-feet freeboard in drainage channels. City Engineer is currently reviewing the plans.

POSSIBLE ACTION

Approve, Table or Deny

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	11/14/14

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

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MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

November 13, 2014

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

Re: Kings Crossing Phase 2 – Fourth Review

Dear Mr. Flanigan:

As requested, we have reviewed the Final Plat and Engineering Plans for the Kings Crossing Phase 2, dated October 31, 2014. We received these plans via courier from Tipton Engineering on November 3, 2014.

Our review of the Preliminary Plat and Engineering Plans is for general compliance with the City of Parker's development requirements and good engineering practice, and does not relieve the engineer of record of his responsibilities under the Texas Engineering Practice Act and Texas Surveyor's Act. Listed below are the comments regarding the enclosed plans:

Comments

1. Only 1 point of access from an improved public roadway is provided for this development. City Ordinance requires 2 points of access be provided. Response letter provided states that the developer will request a variance.
2. 2-feet freeboard is required above the 100-year water surface elevation (WSEL) in the drainage channels.
3. Maximum length cul-de-sac is 600-feet. Response letter provided by the developer states that the PD Ordinance allows cul-de-sac lengths of 1,500 feet. City to verify.
4. Written release is required from existing easement holders prior to construction.

The plans provided for our review have been marked-up to represent the comments above and are attached with this letter. We are available to discuss our review comments further at your convenience.

Sincerely,



Craig M. Kerkhoff, P.E.

Enclosures

cc: Mr. Richard Hovas

MINUTES
PLANNING AND ZONING COMMISSION MEETING
October 9, 2014

CALL TO ORDER – Roll Call and Determination of a Quorum

The Planning and Zoning Commission met on the above date. Chairperson Wright called the meeting to order at 7:00 P.M.

Commissioners Present:

Chairperson Wright	X Commissioner Raney
X Commissioner Sutaria	X Commissioner Lozano
X Commissioner Stanislav	

Alternate Jeang	X Alternate Cassavechia
x Alternate Leamy	

Alternate Cassavechia was appointed a voting member.

Staff/Others Present

X City Administrator Flanigan	X City Secretary Smith
X Developer Steve Sallman	X Developer's Engineer Richard Hovas

PLEDGE OF ALLEGIANCE

The pledges were recited.

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.

None

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR SEPTEMBER 18, 2014.

Amendment: Page 2, Item 3 - replace Standridge with Stanislav

MOTION: Commissioner Sutaria move to approve the minutes as amended. Commissioner Stanislav seconded with Commissioners Cassavechia, Sutaria, Lozano, and Stanislav voting for. Motion carried 4-0. Commissioner Raney abstained.

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PRELIMINARY PLAT FOR KINGS CROSSING PHASE 2.

City Council approved a development agreement in 2007, Resolution 2007-170, on this tract of land, AKA Bedell Tract. The plat must comply with the agreement. City Engineer has reviewed the preliminary plat and noted six items that are outstanding in the third review letter dated 10/7/2014. Lot sizes allowed per the agreement are 1 acre minimum.

Developer Steve Sallman and his Engineer Richard Hovas were present to answer questions.

1. Only 1 point of access from an improved public roadway is provided for this development. City Ordinance requires 2 points of access be provided. The developer is requesting a variance.

City Administrator Flanigan stated the second access point will be provided in a future phase of the development. Currently there are other developments; such as Edgewater, Creekside, The Knolls and McCreary Creek that have been granted a variance by constructing wider entry ways. The entry proposed for this development is 2 24-foot lanes divided by a 5-foot median. The 2 wider roadways provides for emergency traffic. Mr. Sallman stated in other developments the 2 divided lanes meets the 2 points of access requirement. This development will have a second access connecting to a future phase. It was clarified that all phases on the Bedell tract are required to be developed in accordance with the approved development agreement and concept plan.

Commission discussion ensued. It was communicated to the developer all future phases are required to meet the City code and have 2 points of access. Commissioner Stanislav has a concern with the traffic load on Lewis Lane once all phases are developed. He would like the developer to consider an additional connection to Lewis Lane.

2. 2-feet freeboard is required above the 100-year water surface elevation (WSEL) in the drainage channels. The previous response letter provided stated that 2-feet of freeboard is to be provided between the 100-year WSEL and the finished pads of the adjacent lots. The City may consider the 2-feet freeboard between the 100-year WSEL and the finished pad elevation with a minimum of 1-foot freeboard contained within the channel.

City Administrator Flanigan stated this requirement is not found in the City Codes and he will check with the City Engineer to find out where this requirement can be found.

The City Flood Prevention Ordinance states:

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) [Section 16-165](#), (ii) [Section 16-172](#)(8), or (iii) [Section 16-177](#)(3), the following provisions are required:

(1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to two (2) feet above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in [Section 16-173](#)(1)(a), is satisfied.

The 2-foot freeboard requirement makes the ditch deeper and the added slope causes maintenance issues for the property owner. The ditch will handle a 100-year flood event. They are requesting a variance for 1.7-foot freeboard.

3. The depth shown on the calculations for the off-site channel does not match the contours provided.

This is an engineering issue to be resolved prior to going before Council.

4. Riprap shall be placed at each end of all storm culverts, discharges, and bends in the drainage channel.

This is an engineering issue to be resolved prior to going before Council.

5. Maximum length cul-de-sac is 600-feet. Response letter provided by the developer states that the development agreement allows cul-de-sac lengths of 1,500 feet. City to verify.

The cul-de-sac's are temporary and will no longer be a dead end when the next phase is constructed. The 1,500 feet is allowed by the Development Agreement.

6. Written release is required from existing easement holders prior to construction.

This is an engineering issue to be resolved prior to going before Council.

MOTION: Commissioner Raney moved to recommend approval of Kings Crossing Phase 2 Preliminary Plat subject to:

Items 3, 4 and 6 noted in the City Engineer review letter dated 10/7/2014 being resolved prior to going to Council, and

Allowing a variance for Items 1 and 5 noted in the City Engineer review letter dated 10/7/2014 as requested, and

Allowing a variance for Item 2 subject to a 2-feet freeboard within a minimum 2-foot elevation.

In all future phases the developer is to provide two points of access.

Commissioner Sutaria seconded with Commissioners Cassavechia, Raney, Wright, Lozano and Stanislav voting for. Motion carried 5-0.

ROUTINE ITEMS

3. FUTURE AGENDA ITEMS

- Heritage Zoning classification
- Parker Road Estates Phase 2 Preliminary Plat

4. ADJOURN

Chairperson Wright adjourned at 8:41 p.m.

Minutes Approved on _____ day of _____, 2014.

Chairman Russell Wright

Attest:

Commission Secretary Stanislav

Prepared by City Secretary Carrie L. Smith

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

PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

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ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

October 7, 2014

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

Re: Kings Crossing Phase 2 – Third Review

Dear Mr. Flanigan:

As requested, we have reviewed the Final Plat and Engineering Plans for the Kings Crossing Phase 2, dated October 5, 2014. We received these plans via courier from Tipton Engineering on October 6, 2014.

Our review of the Preliminary Plat and Engineering Plans is for general compliance with the City of Parker's development requirements and good engineering practice, and does not relieve the engineer of record of his responsibilities under the Texas Engineering Practice Act and Texas Surveyor's Act. Listed below are the comments regarding the enclosed plans:

Comments

1. Only 1 point of access from an improved public roadway is provided for this development. City Ordinance requires 2 points of access be provided. Response letter provided states that the developer will request a variance.
2. 2-feet freeboard is required above the 100-year water surface elevation (WSEL) in the drainage channels. The previous response letter provided stated that 2-feet of freeboard is provided between the 100-year WSEL and the finished pads of the adjacent lots. The City may consider the 2-feet freeboard between the 100-year WSEL and the finished pad elevation with a minimum of 1-foot freeboard contained within the channel.
3. The depth shown on the calculations for the off-site channel does not match the contours provided.
4. Riprap shall be placed at each end of all storm culverts, discharges, and bends in the drainage channel.
5. Maximum length cul-de-sac is 600-feet. Response letter provided by the developer states that the PD Ordinance allows cul-de-sac lengths of 1,500 feet. City to verify.
6. Written release is required from existing easement holders prior to construction.

Mr. Jeff Flanigan
City of Parker
October 7, 2014
Page 2 of 2

The plans provided for our review have been marked-up to represent the comments above and are attached with this letter. We are available to discuss our review comments further at your convenience.

Sincerely,

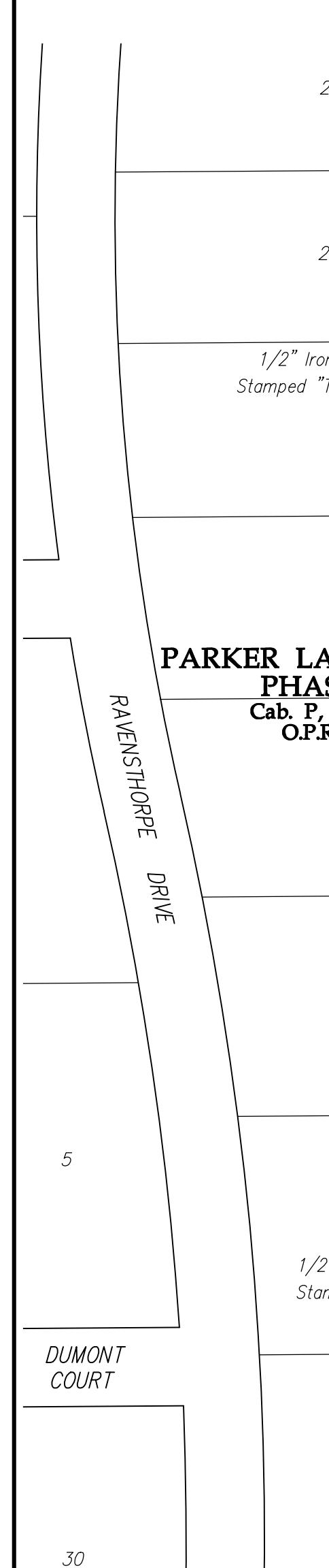


Craig M. Kerkhoff, P.E.

Enclosures

cc: Mr. Richard Hovas

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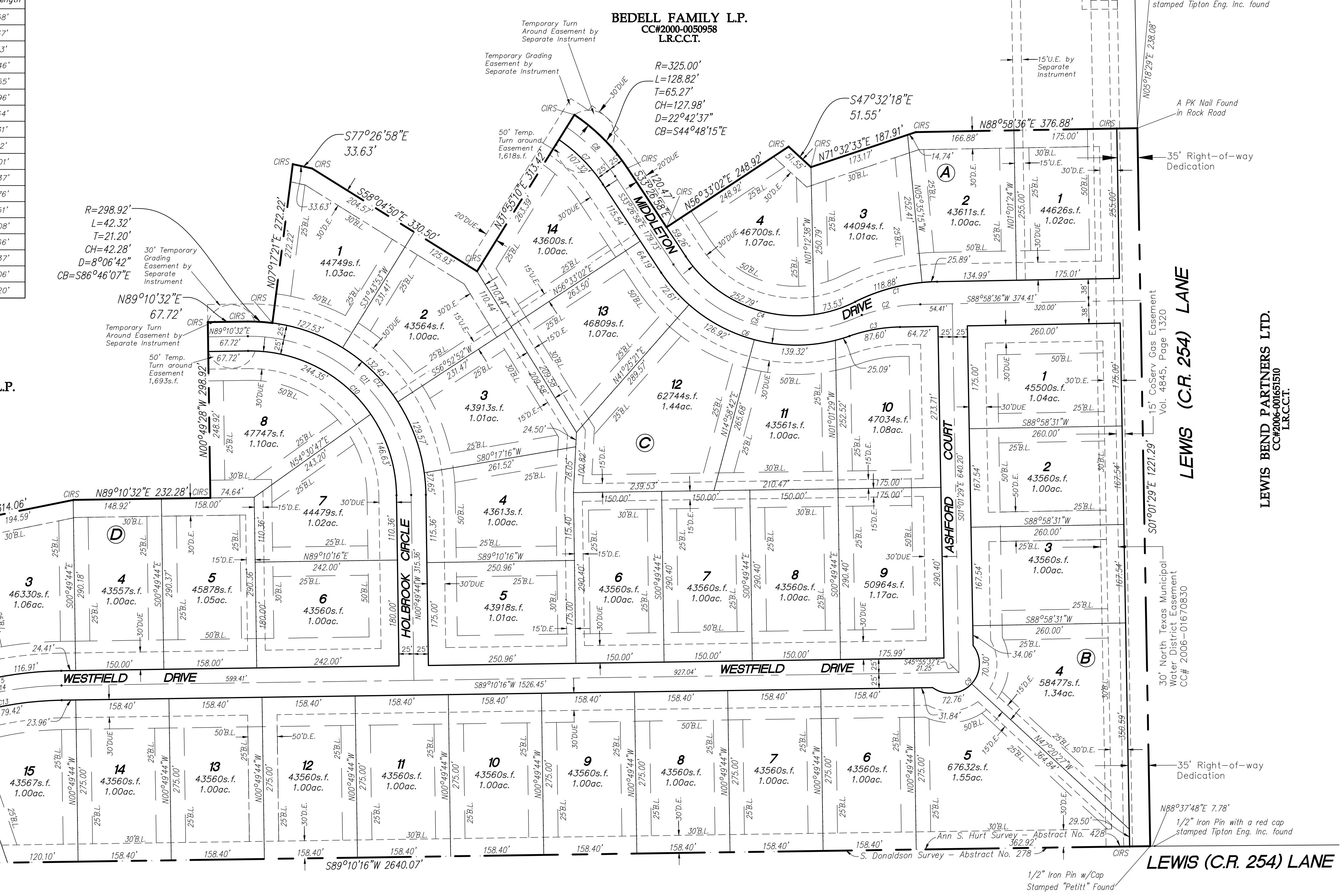


LEGEND

DE - Drainage Easement
DUE - Drainage & Utility Easement
BL - Building Line
UE - Utility Easement
SSE - Sanitary Sewer Easement
CIRS - 5/8" Iron rod with a yellow cap stamped "WESTWOOD PS" set
L.R.C.C.T. - Land Records, Collin County, Texas
O.P.R.C.C.T. - Official Public Records, Collin County, Texas

NOTICE:
1. Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits. Property does not lie within floodplain limits.
2. No part of this property falls within the 100 year floodplain limits according to Flood Insurance Rate Map 48085C0405J Map revised June 02, 2009.
3. Variance requested to allow divided boulevard for the second point of access for Phase 2.

Curve Table					
Curve #	Delta	Radius	Length	Chord Bearing	Chord Length
C1	25°31'21"	325.00'	144.77'	S 76°12'55" W	143.58'
C2	22°10'21"	300.00'	116.10'	S 77°53'25" W	115.37'
C3	18°15'07"	275.00'	87.60'	S 79°51'02" W	87.23'
C4	83°05'47"	225.00'	326.32'	S 74°59'52" E	298.46'
C5	79°44'47"	250.00'	347.96'	S 73°19'22" E	320.55'
C6	75°49'33"	275.00'	363.94'	S 71°21'45" E	337.96'
C7	22°21'39"	275.00'	107.32'	N 44°37'46" W	106.64'
C8	22°33'00"	300.00'	118.07'	N 44°43'27" W	117.31'
C9	163°56'08"	50.00'	143.06'	N 44°04'23" E	99.02'
C10	89°59'44"	248.92'	390.98'	N 45°49'36" W	352.01'
C11	89°59'44"	273.92'	430.25'	N 45°49'36" W	387.37'
C12	81°53'02"	298.92'	427.20'	N 41°46'15" W	391.76'
C13	19°45'00"	570.00'	196.48'	S 79°17'46" W	195.51'
C14	19°45'00"	595.00'	205.10'	S 79°17'46" W	204.08'
C15	19°45'00"	620.00'	213.71'	S 79°17'46" W	212.66'
C16	132°05'04"	230.00'	530.22'	S 44°32'12" E	420.37'
C17	132°05'04"	255.00'	587.85'	S 44°32'12" E	466.06'
C18	129°21'38"	280.00'	632.18'	S 45°53'55" E	506.20'



A
PRELIMINARY PLAT
OF
KING'S CROSSING PHASE 2
OUT OF THE
ANN S. HURT SURVEY, ABSTRACT NO. 428
IN THE
CITY OF PARKER, COLLIN COUNTY, TEXAS
56.0995 ACRES
46 RESIDENTIAL LOTS

OWNER: PARKER BEDELL FARMS, LTD.
4925 Greenville Avenue, Suite 1020
Dallas, TX 75206
TEL: 214-368-0238
Steve Saltman, ssallman@warnergroup.com

ENGINEER/SURVEYOR: 2740 North Dallas Parkway,
Suite 280 Plano, Texas 75093

Firm No. F-11756
Survey Firm No. 10074301
Richard Hovas,
richard.hovas@westwoodcp.com

TIPTON ENGINEERING
a division of Westwood

STATE OF TEXAS X
COUNTY OF COLLIN X

OWNERS CERTIFICATE

BEING a 56.0995 acre tract of land situated in the Ann Hurt Survey, Abstract No. 428, Collin County, Texas, the subject tract being a portion of a 356 acres tract of land conveyed to the Bedell Family Limited Partnership, a Texas limited partnership, by Warranty Deed recorded in Clerk's File Number 2000-0050958 of the Land Records Of Collin County, Texas (LRCC), said 56.0995 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Bedell 356 acre tract, and the northwest corner of a 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. according to the Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCC), said Beginning point further being located on the east line of Parker Lake Estates Phase 3-B, an addition to the City Of Parker according to the Final Plat recorded in Cabinet P, Page 936 (LRCC), a 1/2" iron pin with a cap stamped "Petitt" found at corner, from which a 1/2" iron pin found at the southeast corner of Lot 31, Block A of said Parker Lake Estates Phase 3-B bears S 00° 24' 46" E - 37.45 feet;

THENCE, N 00° 48' 13" W, along the west line of said Bedell tract and the east line of said Parker Lake Estates Phase 3-B, a distance of 684.95 feet to a 1/2" iron pin with a cap stamped Tipton Eng, Inc. found at corner;

THENCE, S 71° 13' 05" E, a distance of 256.16 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, around a non-tangent curve to the right having a central angle of 02° 43' 26", a radius of 280.00 feet, and a chord of N 20° 08' 38" E-13.31 feet, a distance of 13.31 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 68° 29' 39" W, a distance of 50.00 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 81° 40' 04" E, a distance of 219.59 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 78° 32' 23" E, a distance of 314.06 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 89° 10' 32" E, a distance of 232.28 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 00° 49' 28" W, a distance of 298.92 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 89° 10' 32" E, a distance of 67.72 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, around a tangent curve to the right having a central angle of 08° 06' 42", a radius of 298.92 feet and a chord of S 86° 46' 07" E - 42.28 feet, on arc distance of 42.32 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 07° 17' 21" E, a distance of 272.22 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 77° 26' 58" E, a distance of 33.63 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 58° 04' 50" E, a distance of 330.50 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 31° 55' 10" E, a distance of 313.42 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, around a non-tangent curve to the right having a central angle of 22° 42' 37", a radius of 325.00 feet, and a chord of S 44° 48' 15" E-127.98 feet, a distance of 128.82 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 33° 26' 58" E, a distance of 120.47 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 56° 33' 02" E, a distance of 248.92 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 47° 32' 18" E, a distance of 51.55 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 71° 32' 33" E, a distance of 187.91 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 88° 58' 36" E, a distance of 376.88 feet to a point on the east line of said Bedell 356 acre tract, said point being in Lewis Lane, an undedicated portion of a public right-of-way, a PK nail set in rock road at corner, from which the most westerly northwest corner of a 48.6223 acre tract of land conveyed to Lewis Bend Partners, Ltd. according to the Warranty Deed with Vendors Lien recorded in County Clerk File Number 2006-001651500 (LRCC) bears N 05° 18' 29" E, a distance of 238.08 feet;

THENCE, S 01° 01' 29" E, along the said Bedell 356 acre tract east line and generally along Lewis Lane, a distance of 1221.29 feet to the southeast corner of said Bedell 356 acre tract, a 1/2" iron pin with a cap stamped "Petitt" found at corner, from said corner the southwest corner of the previously mentioned Lewis Bend Partners, Ltd. 48.6223 acre tract bears N 88° 37' 48" E, a distance of 7.78 feet;

THENCE, S 89° 10' 16" W, along the south line of said Bedell 356 acre tract and the north lines of a 13.75 acre tract of land and the previously mentioned 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. by the warranty deed recorded in County Clerk File Number 2002-0068655 (LRCC), a distance of 2640.07 feet to the Place Of Beginning with the subject tract containing 2,443,698 Square Feet or 56.0995 Acres of Land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, PARKER BEDELL FARMS, LTD., acting herein by and through its duly authorized officer, do hereby adopt this plat designating the herein described property as KING'S CROSSING PHASE II, an addition to the City of Parker, Texas and do hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public areas shown thereon. The easements, as shown, are hereby dedicated for the purposes as indicated. The Utility and Drainage Easements being hereby dedicated for the mutual use and accommodation of the City of Parker and all public utilities desiring to use or using same. All and any public utility and the City of Parker shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in anyway endanger or interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the City of Parker and all public utilities shall, at all times, have the full Right of Ingress and Egress to or from and upon said Easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its' respective systems, without the necessity, at any time or procuring the permission of anyone.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Parker, Texas.

WITNESS MY HAND AT _____, TEXAS this the ____ day of _____, 2014.

PARKER BEDELL FARMS, LTD., a Texas limited partnership

By: _____ Stephen L. Sallman, Manager

RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission
City of Parker, Texas

Date _____

APPROVED AND ACCEPTED

Mayor, City of Parker, Texas

Date _____

The undersigned, the City Secretary of the City of Parker, hereby certifies that the foregoing Final plat of KING'S CROSSING PHASE 1, a subdivision or addition to the City of Parker was submitted to the City Council on this _____ day of _____, 2014, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the approval thereof by signing his name herein above subscribed.

WITNESS my hand this _____ day of _____, 2014.

City Secretary
City of Parker, Texas

STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared Stephen L. Sallman, of PARKER BEDELL FARMS, LTD., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PARKER BEDELL FARMS, LTD., and that he executed the same as the act of such limited partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, 2014.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harry L. Dickens do hereby certify that I prepared this plat from an actual and an 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.

Harry L. Dickens
Registered Professional
Land Surveyor No. 5939

THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Harry L. Dickens, known to me to be the person whose name is subscribed for the purpose and consideration therein expressed

GIVEN UNDER MY HAND SEAL OF OFFICE, this _____ day of _____, 2014.

Notary Public in and for the State of Texas

A
PRELIMINARY PLAT
OF
KING'S CROSSING PHASE 2

OUT OF THE
ANN S. HURT SURVEY, ABSTRACT NO. 428
IN THE
CITY OF PARKER, COLLIN COUNTY, TEXAS

56.0995 ACRES
46 RESIDENTIAL LOTS

OWNER: PARKER BEDELL FARMS, LTD.
4925 Greenville Avenue, Suite 1020
Dallas, TX 75206
TEL: 214-368-0238
Steve Sallman, ssallman@warnergroupp.com

ENGINEER/SURVEYOR: 2740 North Dallas Parkway,
Suite 280 Plano, Texas 75093
(214) 473-4640
Firm No. F-11756
Survey Firm No. 10074301
Richard Hovas,
richard.hovas@westwoods.com

TIPTON ENGINEERING
a division of **Westwood**

October 03, 2014

Sheet: 2 of 2

**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) Estoppe. 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

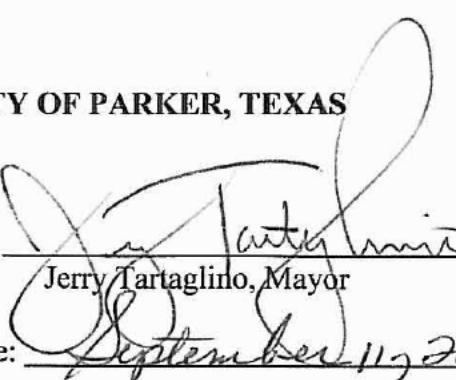
By: Stephen L. Sallman, mgr.
Stephen L. Sallman
Its: President Manager

Date: 9/6/07

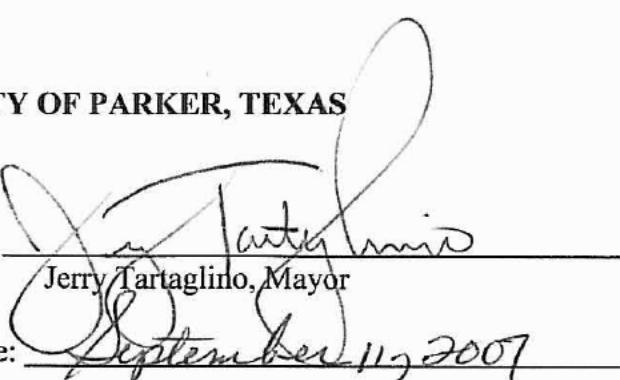


CITY OF PARKER, TEXAS

By:

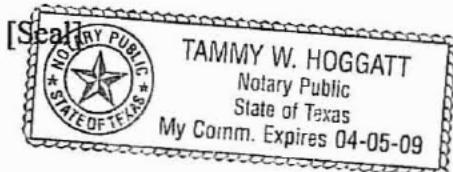

Jerry Tartaglino, Mayor

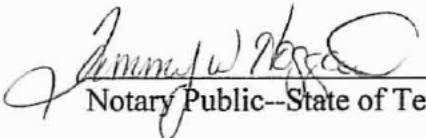
Date:


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

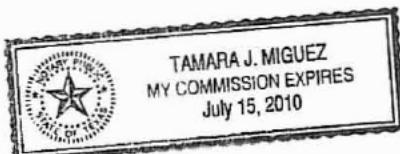
STATE OF TEXAS)
COUNTY OF Dallas)

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]



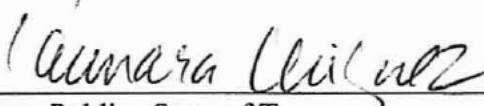
Tamara J. Miguez
Notary Public--State of Texas



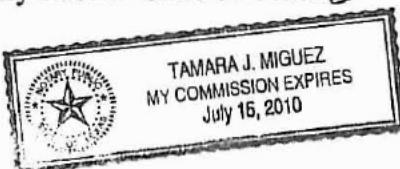
STATE OF TEXAS)
COUNTY OF Dallas)

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]



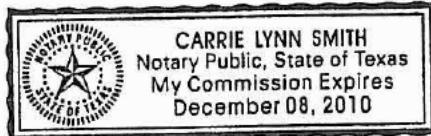
Tamara J. Miguez
Notary Public--State of Texas



STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 11th day of September, 2007,
by **JERRY TARTAGLINO**, Mayor of the City of Parker, Texas.

[Seal]



me on the 11th day of September, 2007,
Parker, 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.

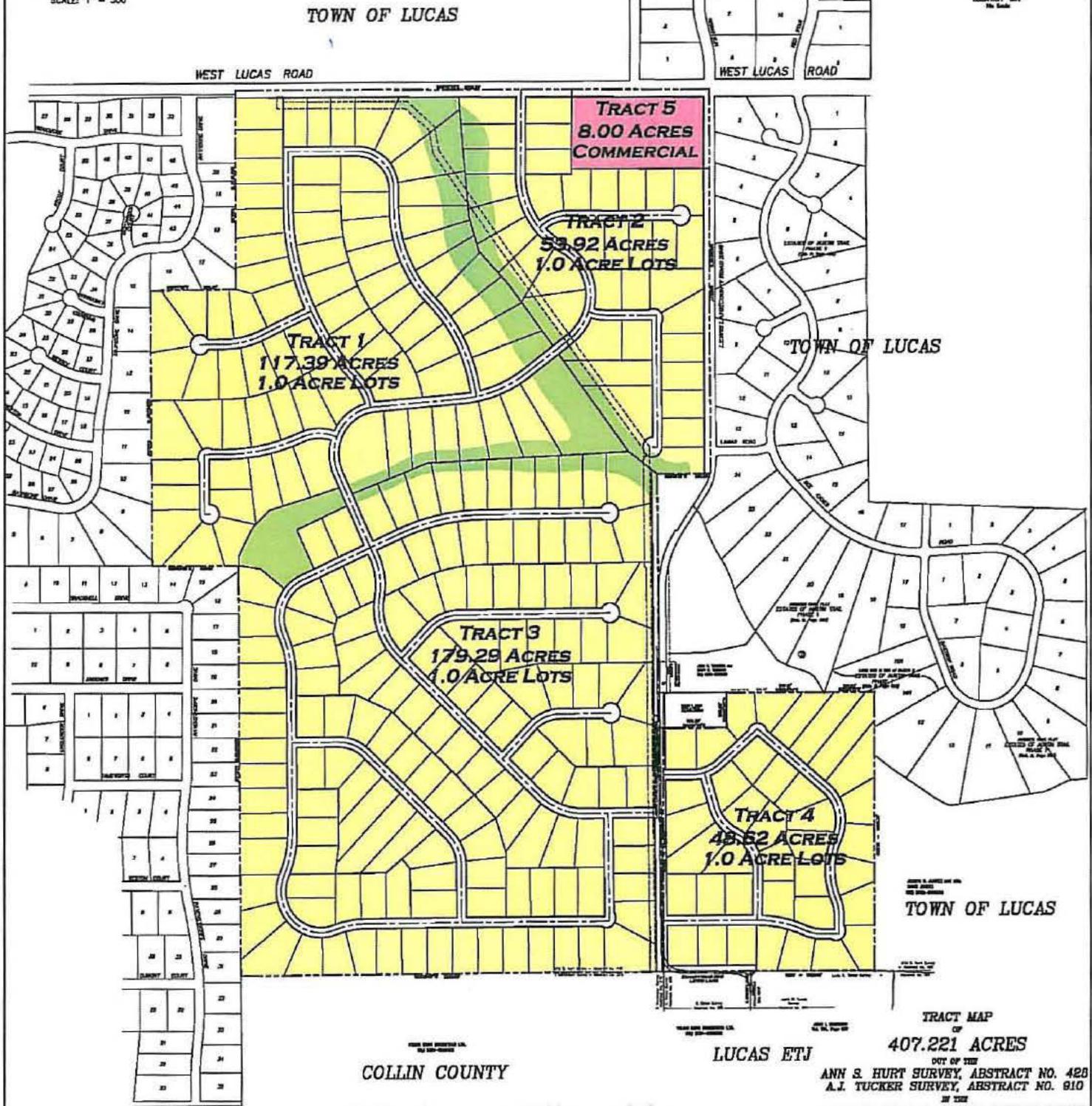
EXHIBIT "B"

Conceptual Plan



300 150 0 300 600
SCALE: 1" = 300'

Concept Plan



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

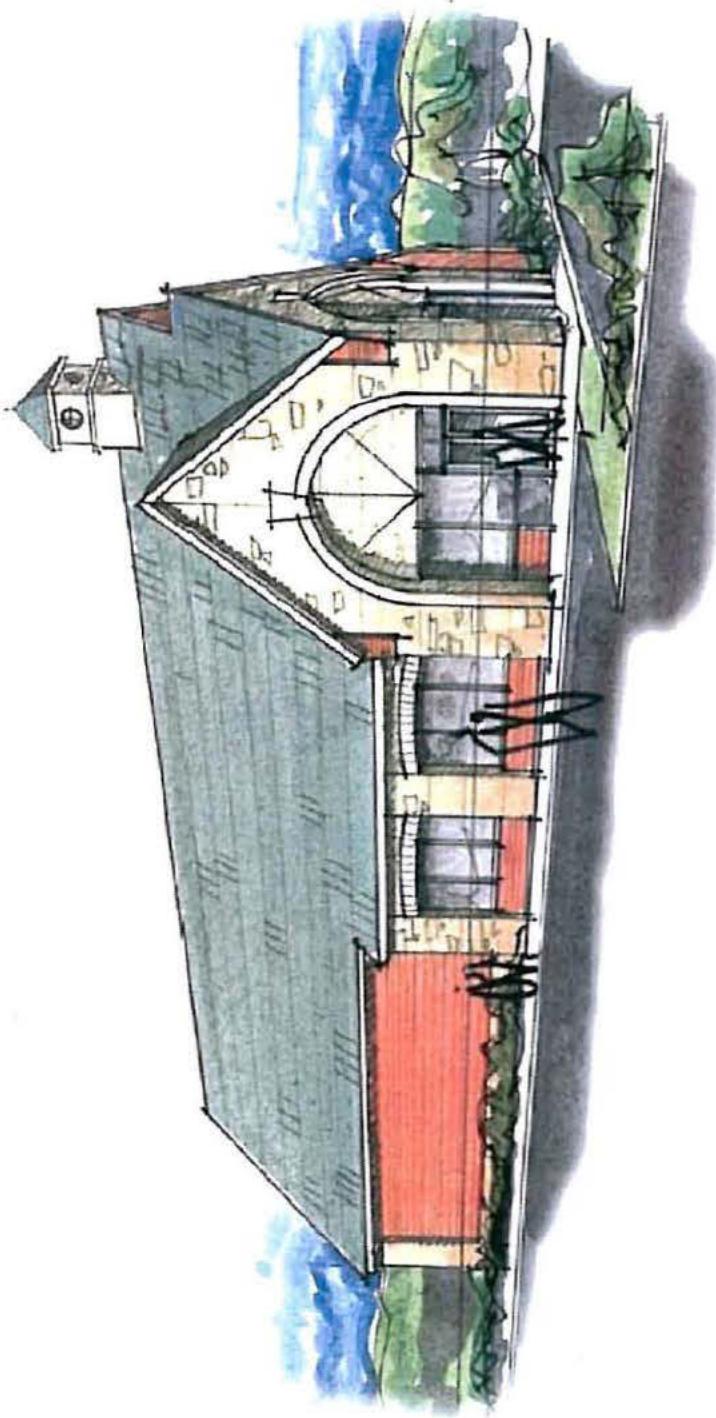
- lots except lots adjacent to Commercial Tract which may be a minimum of 2,500 square feet (air conditioned space).
- Tracts 1 and 4 – Min. 3,000 square feet (air conditioned space) on all lots.
- Outbuildings – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must 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"

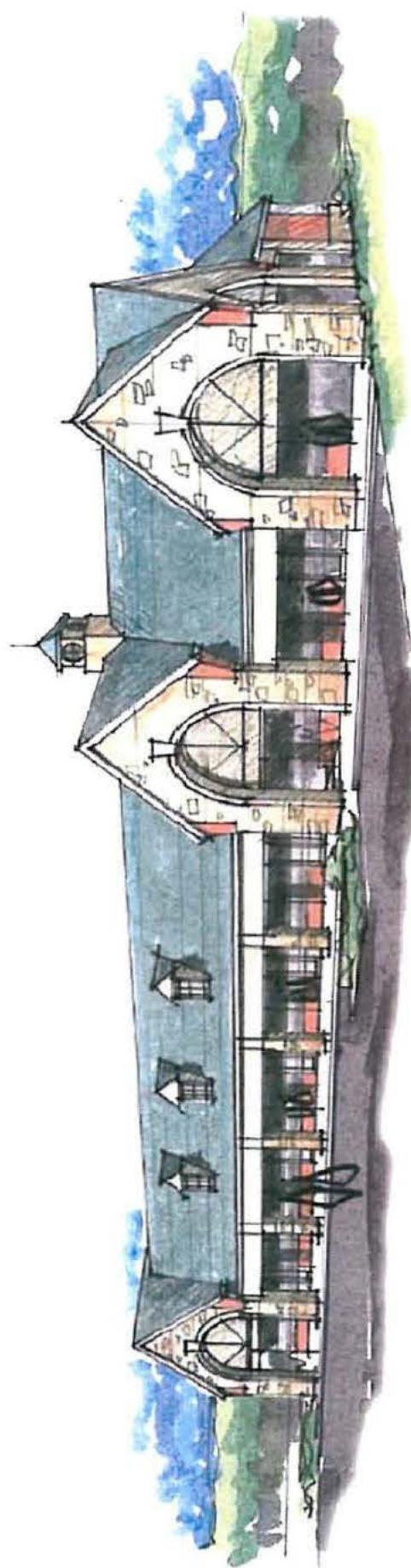
Elevation Examples

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

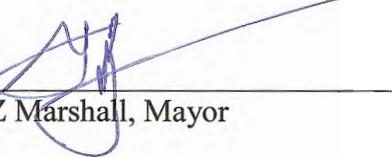
WARNER CAPITAL, LLC,
a Texas limited liability company

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: November 18, 2014
Budgeted Amount:		Department/ Requestor: City Administrator Flanigan
Fund Balance-before expenditure:		Prepared by: J. Flanigan
Estimated Cost:		Date Prepared: November 12, 2014
Exhibits:	Attendance Record for 2013 - 2014 (under summary below) Ordinance 608, 658 & 683	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKS AND RECREATION COMMISSION. [FLANIGAN]

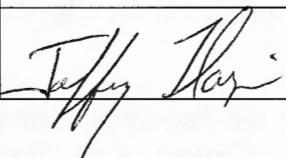
SUMMARY

Commissioner Waites gave a letter of resignation to the City Secretary effective immediately and Commissioner Stachiw's term expires at the end of November and she does not wish to continue to serve on the board.

As of November 12, 2014

Parks and Recreation Commission		<i># of meetings attended</i>	<i># of 2013-2014 meetings</i>	<i>Term Expires</i>
Place 1	Joe Sterk/ VACANT	7	11	Vacant
Place 2	Bart Blydes/ VACANT	7	11	Vacant
Place 3	Julie Ellison	8	11	11/2014
Place 4	Cindy Stachiw/ VACANT	9	11	11/2014
Place 5	Sandy Waites/ VACANT	10	11	Resigned
Alt 1	Brooke Asiatico	1	11	11/2014
Alt 2	Phyllis Houx/ VACANT	5	11	Vacant
Alt 3	Rene Sims	0	11	11/2015
Alt 4	Frank Guynn	2	11	11/2014

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	11/14/14

ORDINANCE NO. 608

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, REGARDING ESTABLISHMENT AND REGULATIONS FOR THE PARKS AND RECREATION COMMISSION OF THE CITY OF PARKER; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE, AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City of Parker City Council has determined the City should establish a Parks and Recreation Commission as an advisory commission to the City Council, and provide regulations for same; and

WHEREAS, the primary function of the Parks and Recreation Commission will be the advice and assistance to the City in the open space area known as the "Preserve," adjacent to City Hall; and

WHEREAS, the City of Parker has determined that codification of its ordinances will help eliminate repetitive or conflicting provisions of the City's ordinances; and

WHEREAS, some portions of the City's ordinances with regard to the Parks and Recreation Commission (the "Commission" and/or the "Conservancy") as the prior board are either in conflict, or in need of modification;

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

SECTION 1. Compensation of Members. Members of the Commission shall serve without compensation.

SECTION 2. Meetings.

(a) Regular Meetings. The Commission shall meet at least bi-monthly. Such bi-monthly meeting shall be on the last Wednesday of every other month at 7:30 p.m. in the City Hall unless another time, date and place be designated by the chairman, and all members of the Commission notified at least seven days in advance. Regular meetings shall be in the months of January, March, May, July, September and November. The regular meeting in November may be set each year by resolution of the Commission as the first, second, third or fourth Wednesday of November to avoid conflict with the Thanksgiving holidays.

(b) Special Meetings. Special meetings may be called by the chairman or by written request sent to the chairman or vice chairman by three members of the Commission.

SECTION 3. Voting and Quorum. All questions presented for a vote of the Parks and Recreation Commission shall be decided by a simple majority of those present. A meeting may not be held unless a majority of the members are in attendance.

SECTION 4. Attendance of City Administrator and/or City Council Liaison. The City Administrator and/or City Council Liaison may be in attendance at Commission meetings as required by the City Council. The City Administrator may have other members of the staff in attendance at Commission meetings when required or requested by the Commission. The City Administrator may participate in meetings to provide staff assistance, reports and recommendations as requested by the Commission.

SECTION 5.

(a) Places. The Parks and Recreation Commission for the City of Parker shall consist of seven members appointed by a majority of the City Council. Each member shall serve in a place designated by the Council. Places 1, 2, 3 and 4 shall have two year terms commencing June 1, 2007, and ending May 31, 2009. Places 5, 6 and 7 shall have one year terms starting June 1, 2007, and ending May 31, 2008. Thereafter, places 5, 6 and 7 shall be for two years, with the first being June 1, 2008, through May 31, 2010. Alternates are appointed for two year terms, commencing June 1 of each year. There are no term limits for appointees. Upon the passage of this Ordinance, the Council may designate, or redesignate, current members, and/or any members to be appointed, into each Place, with the appropriate provisions as to the fulfillment of any unexpired terms. Unless otherwise designated by the City Council, the Commission member serving in a designated Place upon the passage of this Ordinance continues in that Place through May of the even, or odd, year for that Place. All members of the Commission continue to serve until their successors are appointed and qualified; save and except when a member resigns, in writing. Such resignation shall be effective the date of its receipt by the City Secretary.

(b) Alternates. A majority of the City Council may appoint one, two, or three alternates to the Parks and Recreation Commission. The terms of the alternates will be one year terms, unless specifically set at the time of the appointment of the alternate as a two year term. An alternate may be reappointed at the discretion of the Council. Regardless of the term assigned to the alternate, the City Council may remove an alternate with or without cause at any time. Terms of alternates commence June 1 of each year. All alternates continue to serve until their successors are appointed and qualified; save and except when an alternate resigns in writing. Alternate members shall be classified as members for all purposes other than regular voting.

(c) Duties. The duties of the officers of the Parks and Recreation Commission shall be as follows:

(1) Chairman. The chairman shall preside at all meetings when he is present. The chairman shall implement or cause to have implemented any practice

or procedure in the calling of meetings, conduct of meetings, or reporting of activities that he considers in the best interest of the Commission and shall so inform the City Council or consult with the City Council when necessary or desirable. It shall be the responsibility of the chairman to request from the City Administrator support activity needed from the City. It shall be the responsibility of the chairman to submit reports to the City Council, when necessary or requested, relative to such matters as Commission activity, participation by members, and any other matters deemed significant relative to the Commission's functions. The chairman may represent the Parks and Recreation Commission at public functions.

(2) Vice-Chairman. The vice-chairman shall assist the chairman in directing the total affairs of the Commission. In the absence of chairman, the vice-chairman shall assume all duties of the chairman.

(3) Secretary. The secretary shall take minutes and maintain the books and records of the Commission.

SECTION 6. Powers and Duties. The Commission shall have the following powers and perform the following duties:

(a) Advisory capacity to council. The primary role of the Commission shall be to advise the Council regarding the City land known as the Preserve, adjacent to City Hall. It shall act only in an advisory capacity to the City Council in all matters pertaining to nature areas, trails, open space, historical areas, public gardens, and public activity, collectively referred to as recreation, shall acquaint itself with and make a continuous study and inspection of the complete "open spaces plan" [or "nature plan"] of the City; and shall advise with the City Council from time to time as to the present and future maintenance, operation, planning, acquisition, development, enlargement and use policy of the City open space property.

(b) Recommend Standards. It shall recommend the adoption of standards on areas, facilities, program and financial support.

(c) Review, Maintenance of Master Planning Guide; Review of Services and Needs. There shall be created a master planning guide for City open spaces areas and the Commission shall review and maintain such master planning guide. Such master planning guide shall be considered, revised and maintained with technical assistance and recommendations of the City staff and the City plan commission. The master planning guide shall be reviewed at least bi-annually and periodically updated. The Commission shall periodically review all recreation services that exist or that may be needed and interpret the needs of the public to the City Council and to the City Administrator. In the conduct of the above activities, the Commission shall, at the request of the City Council, hold public hearings provided notice is published in the official City newspaper at least ten days prior to such public hearings.

(d) Rules and Regulations for Conduct of Business. It shall follow the rules and regulations prescribed by the City Council for the conduct of its business.

(e) Other Recommendations to Council. It shall make any other recommendations to the City Council regarding recreation matters that it considers advisable, or which are requested by the City Council.

(f) Solicitations. It may solicit for the City gifts, revenues, bequests or endowments of money or property as donations or grants from persons, subject to the prior approval and acceptance by the City Council. All funds are the property of the City, to be accepted and/or expended by the City Council.

(g) Reports. It shall cause to have reports prepared as required on any aspect of the program or facilities. No such reports shall be made available to other than Commission members and City Council members without action by the Commission in a formal meeting.

SECTION 7. Subcommittees.

(a) Appointment. The Parks and Recreation Commission, by a majority vote of the quorum present at any regular or special meeting, may appoint such members and citizens as reasonable and prudent to subcommittees to serve the purposes of the Parks and Recreation Commission.

(b) Termination. These committees may be dissolved in a like manner, or by the City Council.

SECTION 8. Short Title. This article shall be commonly known and cited as the "Parks and Recreation Commission Ordinance."

SECTION 9. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Park means an open space, a park, or any other area in the City owned or used by the City, and devoted to active or passive recreation, including all planted expressways, parkways, and right-of-ways maintained by the City.

Recreation means those matters defined in 6(a) above.

Vehicle means any conveyance employing wheels, track-laying devices, runners, fans, or propellers, whether motor-powered, animal-drawn, or self-propelled. The term shall include trailers of any size, kind or description. Exceptions are made for baby carriages and vehicles in the service of the City.

SECTION 10. Enforcement.

(a) Officials. The City Administrator, park attendants designated by the City Administrator, and police department shall, in connection with their duties imposed by law, diligently enforce the provisions of this article.

(b) Ejectment. The City Administrator, park attendants designated by the City Administrator, and any member of police department shall have the authority to eject from the park any person acting in violation of this article.

(c) Seizure of Property. The City Administrator, park attendants designated by the City Administrator, or any member of police department shall have the authority to seize and confiscate any property, thing or device in the park used in violation of this article.

SECTION 11. Unlawful Acts. Within the limits of any City park, or designated City open space, it shall be unlawful for any person to do any of the acts hereinafter specified, except as may be otherwise provided:

(a) To ride, drive, or go on any drive or street in any park at a speed greater than the posted speed limits, upon any bicycle, motorcycle, automobile, or any other vehicle whatsoever, or to ride or drive any such motorcycle, automobile, or other motorized vehicle upon any sidewalk, hike, or jogging trail or walk, except in designated areas.

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

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

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

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

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

(g) To camp overnight, without written permission of the City Administrator or Mayor.

(h) To possess or consume any alcoholic beverage.

- (i) To disturb in any manner any picnic, meeting, service, concert, exercise, or exhibition.
- (j) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device.
- (k) To sell or offer for sale any food, drinks, confections, merchandise, or services.
- (l) To place or dump any trash, refuse, solid waste, grass clippings, leaves, or other objectionable or unsightly matter in any park.
- (m) To conduct or participate in any tournament, camp, or organized sporting activity which has not been specifically authorized by the City Administrator or Mayor or which conflicts with a scheduled activity or event authorized by the City Administrator or Mayor.

One or more of the rules above may be waived, in advance, in writing, by the Mayor or City Administrator.

SECTION 12. Use of Commercial Vehicles, Etc. All vehicles used for the purpose of transporting freight and merchandise, or brick, stone or gravel, and all those commonly known as floats, moving wagons, express or delivery wagons are prohibited from entering upon or being driven through any of the public parks of the City, except by special permission of the Mayor or city administrator subject to appropriate conditions and safeguards.

SECTION 13. Parking Vehicles. No vehicle shall be driven over or across the curbs, sidewalks, grass or lawn within any park area unless signs permit. Parking is to be done in areas set aside for this purpose only. In areas having no parking set aside, all parking will take place outside of the boundary or curbline, where existing. Where parking stalls have been designated, all vehicles shall be parked on such lots within and between the lines designating a single vehicle parking space and not otherwise. Where parking lots or areas within public parks of the City have been designated for head-in parking to front on a visible parking line without delineated single vehicle spaces, the front of the vehicle shall be placed on the parking line and as near as practicable to the side of the last parked vehicle in line. No vehicle shall be parked or left behind any other vehicle in the parking line or back of such parking line in any manner so as to obstruct, block or hinder ingress or egress from the line. Officers of the police department of the City shall issue to violators of this section traffic tickets or notices to answer to charges in the manner prescribed by the applicable ordinances and the case shall proceed in accordance with such applicable sections. Where a vehicle is parked or left in violation of this section in such a manner as to obstruct or block traffic, and the owner or operator of the vehicle cannot be found, police officers of the City may move the vehicle so that traffic will not be impeded. No variation to the requirements of this section shall be allowed except by special permit issued by the City Administrator.

SECTION 14. City Sponsored Events. City sponsored events or use of park and park facilities may be exempted from the requirements contained in sections 13, 14 and 15 upon written approval by the City Administrator or Mayor.

SECTION 15. Park Facilities.

(a) Use of park facilities for group sponsored events and games must be prescheduled with and approved by the City Administrator or Mayor.

(b) The City Administrator or Mayor shall have the authority to issue special permits, grant exceptions, or waivers to any of the terms of section 13 for authorized events and activities.

(c) No person shall advertise an event, meeting or activity or the time, permitted hours, or usage of an event, meeting, or activity to be held or conducted in a park facility unless such event, meeting or activity and advertisement of such event, meeting, or activity and the time, permitted hours, or usage have been approved by the City Administrator or Mayor.

SECTION 16. Damages and Cost of Services. The person, group, organization or entity reserving the use of a park facility shall be responsible for all damages to City property and for the cost of any park maintenance services, emergency or public safety services including police and fire, provided to, at or dispatched to the park facility as a result of such person's, group's or the organization's misuse, improper or unlawful use of the park facility.

SECTION 17. Severability Clause. If any word, phrase, paragraph, section or portion of this ordinance is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the ordinance shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the ordinance as a whole.

SECTION 18. Penalty Clause. Any person, firm or corporation violating any of the provisions of this Ordinance or of the Code of Ordinances, as amended hereby, shall be guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Parker, Texas, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense and each and every day said violation is continued shall constitute a separate offense.

SECTION 19. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication, and it is so ordained.

DULY PASSED by the City Council of the City of Parker, Texas, on the 27th day of
February, 2007.



ATTEST:

Carrie L. Smith
Carrie L. Smith, City Secretary

APPROVED:

Joe Cordina
Joe Cordina, Mayor Pro-Tem

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

ORDINANCE NO. 658
(Amending Ordinance No. 608, Parks and Recreation Commission)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING ORDINANCE NO. 608, ESTABLISHMENT AND REGULATIONS FOR THE PARKS AND RECREATION COMMISSION, REDUCING THE PARKS AND RECREATION COMMISSION FROM SEVEN TO FIVE MEMBERS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE, AND ESTABLISHING A REPORTING REQUIREMENT.

WHEREAS, the City Council of the City of Parker, Collin County, Texas has reviewed the historical trends regarding the Parks and Recreation Commission; and

WHEREAS, a reduction from a seven-member to a five-member Parks and Recreation Commission would allow additional volunteers to be appointed to fill all board and commission vacancies; and

WHEREAS, this reduction will take place through attrition by voluntary resignation of Commission members at their own volition, expiration of their terms, and/or removal by the City Council; and

WHEREAS, the Parks and Recreation Commission will provide a quarterly report to the City Council, detailing their actions for the previous quarter, their goals for the upcoming quarter, and a budget report; and

WHEREAS, a special meeting of Parks and Recreation may be called only with the consent of the Chair, the Vice Chair, and the Council Liason.

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

SECTION 1. SPECIAL MEETINGS. Ordinance 608, at Section 2 (b) is amended to read as follows:

“SECTION 2.

(b) Special Meetings. A special meeting may be called with the agreement of the chair, vice-chair, and Council Liaison.”

SECTION 2. MEMBERS PLACES. Ordinance 608, Section 5 is amended to read as follows:

“SECTION 5.

(a) Places. Prior to 2012, the Parks and Recreation Commission for the City of Parker shall consist of seven members appointed by a majority of the City Council. Each member shall serve in a place designated by the Council. Places 1, 2, 3 and 4 shall have two year terms expiring May 31 in odd years. Places 5, 6 and 7 shall be for two years, expiring on May 31 in even years. Alternates are appointed for one year terms, commencing June 1 of each year. There are no term limits for appointees. Upon the passage of this Ordinance, the Council may designate, or re-designate, current members, and/or any members to be appointed, into each Place, with the appropriate provisions as to the fulfillment of any unexpired terms. Unless otherwise designated by the City Council, the Commission member serving in a designated Place upon the passage of this Ordinance continues in that Place through May of the even, or odd, year for that Place. All members of the Commission continue to serve until their successors are appointed and qualified; save and except when a member resigns, in writing. Such resignation shall be effective the date of its receipt by the City Secretary.

The City Council has determined that the Board will be reduced from seven members to five members on or before the expiration of the terms in 2012. The City Council may exercise any combination of resignations, term expirations, or terminations in order to meet that goal.”

SECTION 3. POWERS AND DUTIES. Ordinance 608, Section 6, is amended to add Section (g) as follows:

“SECTION 6.

(g) The commission will provide a quarterly report to the City Council, detailing their actions for the previous quarter, and their goals for the upcoming quarter. The report on the expenditures requested and granted by the staff and City

Council will be given, together with the requested expenditures for the upcoming quarter. The commission does not have an independent budget. All expenditures are to be reviewed and approved by the City Administrator or Mayor, or their designee.”

SECTION 4. SEVERABILITY. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part 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. REPEALER CLAUSE. That all provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication, and it is so ordained.

5th **DULY PASSED** by the City Council of the City of Parker, Collin County, Texas, on the day of October, 2010.

APPROVED:

Joe Cordina, Mayor

ATTEST:



Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

Ordinance No. 658
(Amending Ordinance No. 608, Parks and Recreation Commission)

PUBLIC COMMENTS The City Council invites any person with business before the Council not scheduled on the agenda to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

No comments.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR SEPTEMBER 21, 2010.

Mayor Pro-tem Threadgill moved to approve the minutes as written. Councilmember Marshall seconded with Councilmembers Marshall, Sumrow, Threadgill and Evans voting for. Motion carried 4-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDMENTS TO ORDINANCE 608, THE PARKS AND RECREATION COMMISSION.

Councilmember Evans, liaison for the Parks and Recreation Commission, said the members felt very strongly about keeping 7 members on the board.

Mayor Cordina read a written statement by Chairperson Sterk:

Dear City Council,

I am sorry I cannot be at the meeting tonight. I have talked with Phyllis and she will not be able to make it but hopefully Bill Bailey will be there. At the last P&R meeting (last week) we discussed the possibility of the P&R board being reduced from 7 to 5 members (3 alternates either way). In my opinion, the board felt this is not the best action to be taken for P&R. Eleanor was at the meeting and she may be able to express some of our concerns. Here are some points I would like to make to you to consider:

- We are not the same as P&Z and ZBA and it would be a mistake to make us be like them
- We are an action committee and we do many sub-events together. We need to extra resources and the board likes having a say in what is done.
- While anyone can be on a sub-committee (ie Joe Lozano helps with Scouts) the board wants an appointed member as the head of a sub-committee.
- Getting 4 out of 7 is easier than getting 3 out of 5 for a meeting. (Julie Ellison was out for a couple of meetings because of her new born but we had no issues keeping our meetings going when she was gone.
- Being able to work with 2 other board members is nice and not having that as a quorum was helpful.
- I am not aware of any vote in P&R that was a split decision. Are votes are easy we just want to be kept the same.
- It has been brought up that we didn't always meet when scheduled. Well there are many reasons for this. But mostly we did not meet when there was no reason to have a meeting. Now with the grant, we have a lot more to do and are meeting more often. I do not want to hold a meeting for sake of a meeting. Remember, I don't think P&Z met very often before Joe was Mayor, because they had nothing on their agenda.

There are other thoughts but please keep P&R the same as it is now. We like it that way. If you need more volunteers, I can get you names ASAP. I just need to know that you want me to get more volunteers for P&R. This is my specialty.

Thanks for taking time to read my email and I am sorry I could not make it tonight but will try to be there for the next meeting if needed or if tabled until then.

Joe Sterk

Councilmember Evans felt the board should have been meeting in the winter months to be planning for upcoming projects.

Mayor Pro-tem Threadgill said it is easier to get 3 members than 4 for a quorum. He has issues with conversations being held outside of the open public meeting. He feels 3 members can influence the action of the other members.

Councilmember Sumrow agreed with Mayor Pro-tem Threadgill. She sees a need to go to a 5 member board and recommends attrition, as people leave that position will not be filled. She said the Council is asking for more accountability from the board by requiring quarterly reports.

Mayor Pro-tem Threadgill said he had heard rumors about Parks and Recreation wanting to form a 501 (c). This is an issue as the Preserve is City property. City Attorney Shepherd agreed this would be a problem. Council would still control how funds raised by an individual group may be used in the Preserve. The Preserve is City owned property that is governed by the City Council and not individual fund raisers.

Parks and Recreation Commission member Bill Bailey was allowed to speak. He asked, if it was illegal for 3 people (which is not a quorum) to get together outside a public meeting? City Attorney Shepherd stated, "no, however Council doesn't want City business conducted in this manner".

Mr. Bailey said the P&R never considered a 501(c). That idea was Joe Sterk's to collect money as an individual and make a donation for larger projects.

Mr. Bailey said if there is a problem with 7 members reduce the board to 5 now. If there is illegal or unethical behavior Council should stop it immediately. He said he would like to see Councilmembers attend the P&R meetings and not rely on hear say.

Discussion ensued.

MOTION: Councilmember Sumrow moved to adopt Ordinance 658 subject to: modify Section 5a) reducing members from 7 to 5 in the next 2-years; 6g) require quarterly reports; 2b) to call a special meeting requires a consensus of the Chair, Vice-Chair and Council liaison. Mayor Pro-tem Threadgill seconded with Councilmembers Marshall, Sumrow, Threadgill and Evans voting for. Motion carried 4-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2010-315, REGARDING POLICY FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

ORDINANCE NO. 683

(Amending Ordinance No. 658A, Parks and Recreation Commission)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING ORDINANCE NO. 658A, ESTABLISHMENT AND REGULATIONS FOR THE PARKS AND RECREATION COMMISSION, AMENDING THE TERMS OF THE PARKS AND RECREATION COMMISSION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Parker, Collin County, Texas wishes to make the appointed terms of its Boards and Commissions consistent;

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

SECTION 1. MEMBERS PLACES. Ordinance 658A, Section 5 is amended to read as follows:

“SECTION 5.

(a) Places. The Parks and Recreation Commission for the City of Parker shall consist of five members appointed by a majority of the City Council. Each member shall serve in a place designated by the Council. Places 1, 3, and 5 shall have two year terms, expiring May 31 in odd years. Places 2 and 4 shall have two year terms, expiring May 31 in even years. All terms commence on June 1 of the even or odd year assigned that Place.

Alternates are appointed for two year terms.

There are no term limits for appointees. Upon the passage of this Ordinance, the Council may designate, or re-designate, current members, and/or any members to be appointed, into each Place, with the appropriate provisions as to the fulfillment of any unexpired terms.

Unless otherwise designated by the City Council, the Commission member serving in a designated Place upon the passage of this Ordinance continues in that Place through May 31 of the even or odd year term for that Place. All members of the Commission continue to serve until their successors are appointed and qualified; save and except when a member resigns, in writing. Such resignation shall be effective the date of its receipt by the City Secretary.

SECTION 2. SEVERABILITY. 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.

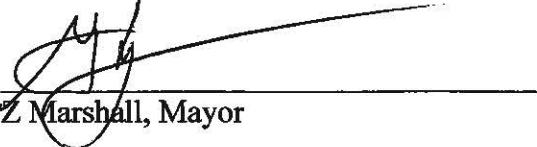
SECTION 3. REPEALER CLAUSE. All provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

III **DULY PASSED** by the City Council of the City of Parker, Collin County, Texas, on the day of September, 2012.



APPROVED:


Z Marshall, Mayor

ATTEST:


Carrie L. Smith, City Secretary

APPROVED AS TO FORM:


James E. Shepherd, City Attorney



Council Agenda Item

Budget Account Code:		Meeting Date: November 18, 2014
Budgeted Amount:		Department/ Requestor: City Administrator Flanigan
Fund Balance-before expenditure:		Prepared by: J. Flanigan
Estimated Cost:		Date Prepared: 11/13/2014
Exhibits:	Concept Plan	

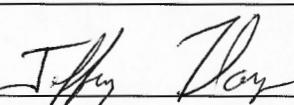
AGENDA SUBJECT

PRESENTATION ON A LAND PLAN FOR PROPERTY LOCATED AT CURTIS ROAD AND FM 2551 BY JOHN AUGHINBAUGH. [FLANIGAN]

SUMMARY

POSSIBLE ACTION

Discuss and provide developer with input on the concept plan.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	11/14/14



CRITERIA BASED ON CITY OF PARKER REQUIREMENTS FOR 1 ACRE LOTS.

NO. LOTS	34
PAD SIZE	100' X 100'
AVERAGE LOT SIZE	1 ACRE
MIN. FRONT BUILDING LINE	50 FT
MIN. BACK BUILDING LINE	30 FT
MIN. SIDE BUILDING LINE	25 FT
MIN. CORNER BUILDING LINE	50 FT
RIGHT OF WAY	60 FT

PRELIMINARY LANDPLAN WESTRIDGE ESTATES PARKER, TEXAS



1651 North Glenville Drive
Suite 208
Richardson, Texas 75081

Tel. No. (214) 221-9955
Fax No. (214) 340-3550

SCALE: 1" = 200'

DATE: AUG. 2014 J

JOB. NO. 0500300



Council Agenda Item

Budget Account Code:	1-40-6310	Meeting Date:	November 18, 2014
Budgeted Amount:	\$25,700	Department/ Requestor:	Fire Department
Fund Balance-before expenditure:	\$25,700	Prepared by:	Shepherd/Sheff
Estimated Cost:	\$10,658	Date Prepared:	11/12/2014
Exhibits:	Proposed Resolution		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-I-11
APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY
MEDICAL SERVICES FOR THE PROVISION OF BACKUP PARAMEDIC
AMBULANCE SERVICE BY THE CITY OF WYLIE, TEXAS . [SHEFF]

SUMMARY

This item is now ready for final deliberation and vote. It was tabled from a prior meeting, as described below.

Tabled from City Council meeting 9/2/2014.

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014 -- 461 APPROVING A CONTRACT ENTITLED INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES COALITION---AN AGREEMENT AMONG THE CITY OF PARKER AND THE LOCAL GOVERNMENTAL ENTITIES CONSTITUTING THE SOUTHEAST COLLIN COUNTY EMS COALITION.

Chief Sheff stated, "Pursuant to the ETMC EMS contract, the City of Wylie is tasked with providing backup ambulance service for Coalition members when ETMC EMS ambulances are unavailable, memorialized under an Interlocal Cooperation Agreement between Wylie and Parker. The Agreement runs concurrent with the ETMC EMS contract and matures September 30, 2014."

City Attorney Shepherd requested this item be tabled to a future meeting to allow additional time to resolve issues in the contract. Chief Sheff had no opposition.

MOTION: Mayor Pro Tem Levine moved to table this item to a future meeting. Councilmember Pettle seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

The City of Parker is a member of the Southeast Collin County EMS Coalition. As a member, Parker contracts with East Texas Medical Center d/b/a East Texas Medical Center Emergency Medical Service ("ETMC EMS") for primary paramedic ambulance service. Pursuant to the ETMC EMS contract, the City of Wylie is tasked with providing backup ambulance service for Coalition members when ETMC EMS ambulances are unavailable, memorialized under an Interlocal Cooperation Agreement between Wylie and Parker. The Agreement runs concurrent with the ETMC EMS contract and matures September 30, 2014.

The fire department recommends extending the Interlocal Cooperation Agreement with the City of Wylie for an additional five years to run concurrent with the amended and extended ETMC EMS contract now before Council under separate resolution. Our recommendation is based on satisfactory service to the City and its citizens at reasonable cost. *Discussed below, our recommendation carries an acknowledgement of a sub-optimal release and indemnity provision (unchanged from the current Agreement), with the further recommendation that the city attorney continue negotiations with Wylie for amended provision(s).* Approval of the Interlocal will represent its third consecutive five-year extension.

Parker Fire Department provides first-responder, paramedic level emergency medical services to our citizens but does not operate an ambulance. ETMC EMS is and has been our City's primary ambulance provider. ETMC EMS operates one paramedic ambulance dedicated solely to 911 calls within the Coalition, plus one paramedic ambulance, stationed at Wylie Lake Pointe and used primarily for hospital-to-hospital non-emergency transportation, but, when available, provides 911 service to the Coalition. When either of the ETMC EMS ambulances is unavailable, Parker and all other affected parties to the ETMC EMS agreement further contract with the City of Wylie for backup ambulance service provided by Wylie Fire Rescue. Wylie Fire Rescue operates two ambulances dedicated solely to 911 service.

Dispatch protocols call for an ETMC EMS ambulance to be dispatched first before a Wylie ambulance is utilized. Dispatch of both ETMC EMS and Wylie ambulances is managed by Wylie Fire Dispatch thereby providing a seamless handling of an EMS call by the dispatch center. Additionally, Wylie maintains mutual aid arrangements with neighboring municipalities regarding the use of additional ambulances in the event a Wylie backup ambulance is unavailable to respond to an emergency in Parker.

The City of Wylie apportions its cost for providing backup service amongst all Coalition members ratably based upon actual utilization. The apportionment, paid in quarterly installments, is derived by dividing the cost of back-up ambulances (as determined annually by Wylie at its sole discretion) by the number of calls received the previous year by each Coalition member. For fiscal year 2014/2015, Wylie will charge \$888.24 per response substantially unchanged from the current fiscal year's charge.

For FY 2013/2014 the charge to Parker for backup ambulance service was \$19,628 based on 22 emergency runs into Parker *during 2012*. For FY 2014/2015, the charge to Parker will reduce to \$10,659 based upon 12 runs *during 2013*. For purposes of reference, the chart below depicts FY 2014/2015 total allocations amongst all Coalition members,

	# Backup	Per Call Charge	Fee due Wylie
	Calls 2013		
Wylie	285	\$888.24	\$253,148.40
Collin County	21	\$888.24	\$18,653.04
Lavon	13	\$888.24	\$11,547.12
Parker	12	\$888.24	\$10,658.88
St. Paul	2	\$888.24	\$1,776.48
TOTALS	333		\$295,783.92

The Interlocal Cooperation Agreement contains sub-optimal release and indemnity provisions arising from the operation of and service rendered by a Wylie ambulance that carry a potential and unquantifiable economic impact to the City. The Fire Department acknowledges the issue but balances the tradeoff with the high certainty of execution regarding the timely dispatch and arrival of an ambulance. Life threatening, emergency medical events require prompt transport to an appropriate hospital and delays typically experienced in seeking mutual aid ambulances from neighboring municipalities are avoided by use of the Wylie backup ambulance platform.

POSSIBLE ACTION

Approve, Modify, Table or Deny.

Inter – Office Use			
Approved by:			
Department Head:	Chief Sheff by email	Date:	Thu 11/13/2014 11:31 AM
City Attorney:	Jim Shepherd by email	Date:	Thu 11/13/2014 9:36 AM

}

City Administrator:		Date:	11/14/14
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RESOLUTION NO. 2014-464

*(Contractual Agreement for Emergency Services
with the Collin County EMS Coalition)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF A CONTRACT ENTITLED
“INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY
MEDICAL SERVICES COALITION”**

WHEREAS, the City of Parker desires to contract for the provision of paramedic ambulance service by the Southeast Collin County EMS Coalition (“Coalition”)

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

SECTION 1. The Parker City Council does authorize the Mayor to execute the agreement entitled **“INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES COALITION”**. A copy of the Agreement is attached to this Resolution as Exhibit A.

SECTION 2. This resolution shall be effective upon its passage.

APPROVED AND ADOPTED this _____ day of _____, 2014.

APPROVED:
CITY OF PARKER

Z Marshall, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**INTERLOCAL COOPERATION AGREEMENT FOR
EMERGENCY MEDICAL SERVICES COALITION**

This Agreement is made and entered into by and among County of Collin ("Collin County"), the City of Lavon, Texas ("Lavon"), the City of Parker, Texas ("Parker"), the Town of Saint Paul, Texas ("St. Paul"), and the City of Wylie, Texas ("Wylie") each of said Cities being a municipal corporation organized and operating under the laws of the State of Texas (collectively referred to as the "Governmental Entities" or singularly as "Governmental Entity") acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act") provides the authority to political subdivisions to contract with each other to facilitate the governmental functions and services of the governmental entities under the terms of the Act; and

WHEREAS, the Governmental Entities desire to maximize the efficiency and effectiveness of emergency medical services by entering into an agreement to provide for regional emergency medical services; and

WHEREAS, the Governmental Entities intend to enter into this new Agreement to create the Coalition to provide for regional emergency medical services, rather than rely on a previous interlocal agreement which included other governmental entities; and

WHEREAS, the forming of a Coalition for the purposes of obtaining emergency medical services for all of the Governmental Entities will result in more efficient provision of services to each Governmental Entity.

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
PURPOSE**

1.1 The purpose of this Agreement is to create the Southeast Collin County EMS Coalition ("Coalition") by and among the Governmental Entities for the purpose of contracting and/or providing for regional emergency medical services to the Governmental Entities.

ARTICLE II **EMERGENCY MEDICAL SERVICES**

2.1 The Governmental Entities shall each designate a representative for the Coalition. The Coalition shall negotiate the terms of a contract for the provision of emergency medical services to all Governmental Entities in a manner consistent with this Agreement. The Coalition may also propose a contract for mutual aid amongst Governmental Entities, and compensation for services performed.

2.2 Any contract negotiated by the Coalition must be adopted and executed by the governing body of each Governmental Entity prior to becoming effective against any Governmental Entity.

2.3 All members agree to pay their part of the costs associated with running the back-up ambulances. The apportionment is derived by dividing the cost of back-up ambulances by the number of calls received the previous year by each Governmental Entity. The cost is to be paid to Wylie in quarterly installments. The costs allocated to each member are listed on Exhibit "B" attached hereto and incorporated as if fully set forth herein. Costs associated with Exhibit "B" may change annually as derived by dividing the cost of back-up ambulances by the number of calls received the previous year by each Governmental Entity or as mutually agreed upon by Governmental Entities. (Exhibit "A" among Governmental Entities is used to describe the document showing Subsidy payments to E.T.M.C.)

2.4 At all times while equipment and personnel of the Governmental Entities are traveling to, from, or within the territorial limits of any of the other Governmental Entities in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and course of duty of the Governmental Entity which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of such Governmental Entity.

2.5 In the event that any individual employee or representative of any of the Governmental Entities performing duties subject to the Agreement shall be cited as a defendant party to any state or federal civil lawsuit, or if a claim or demand for damages or liability is asserted against such individual arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arose out of an official act within the scope of his or her duties as a member of the Governmental Entity where regularly employed. The benefits described in this paragraph shall be supplied by the Governmental Entities where the individual is regularly employed. However, in situations where any of the other Governmental Entities may be liable, in whole or in part, for the payment of damages, then such other Governmental Entities may intervene in such causes of action to protect its interest.

ARTICLE III FINANCIAL OBLIGATIONS

3.1 The Governmental Entities represent and covenant that their respective financial obligations and liability arising herein, or as part of the Coalition, shall constitute operating expenses of the Governmental Entities payable from funds annually budgeted and appropriated therefore.

3.2 Each Governmental Entity shall be responsible for a share of any financial obligation created by the Coalition and approved by all Governmental Entities, in a percentage equal to that Governmental Entity's population divided the total population of all Governmental Entities, as established by the 2000 U.S. Census.

ARTICLE IV TERM

4.1 The term of this Agreement shall be for one (1) year commencing on the last date all of the Governmental Entities have executed the Agreement (the "Effective Date"), and shall automatically renew for successive one (1) year terms on the anniversary date of the Effective Date thereafter, unless terminated by written agreement of all Governmental Entities.

4.2 Any one Governmental Entity may terminate its rights and obligations under this Agreement by giving one hundred eighty (180) days prior written notice to the other Governmental Entities. Any financial obligation or liability of a Governmental Entity arising from this Agreement, or any contract executed in connection with this Agreement shall survive termination of this Agreement.

ARTICLE V LIABILITY AND IMMUNITY

5.1 The parties hereto agree to exercise their best efforts in the performance of the obligations of each party hereunder. Each party to this Agreement waives all claims against the other party for any loss, damage, personal injury, or death occurring as a consequence of the performance of or failure to perform this Agreement. Nothing contained in the Agreement shall in any way be construed so as to confer any vested right or benefit to any third party not a party to this contract. Each party shall be solely responsible for any civil liability arising from furnishing or obtaining the services contemplated herein as fully as and to the same extent as that party would have been responsible in the absence of this Agreement, in accordance with Section 791.006(a), Texas Government Code, as amended.

5.2 In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall, to the extent allowed by law, indemnify and hold harmless other Governmental Entities (innocent of any intentional tort or gross

negligence) of and from all liability, claims, suits, demands, losses, damages and attorneys' fees resulting from the intentional tort and/or gross negligence.

5.3 It is expressly understood and agreed that, in the execution of this Agreement, none of the Governmental Entities waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Governmental Entities do not create any obligations express or implied, other than those set forth herein, and this Agreement, shall not create any rights in any parties not a signatory hereto. The remedies of any of the Governmental Entities hereto with respect to a claim against any of the other Governmental Entities hereto shall not be impaired by this Agreement when the claim does not arise from the services provided pursuant to this Agreement.

ARTICLE VI INSURANCE

6.1 Each Governmental Entity shall maintain in full force and effect during the term of the Agreement, insurance for comprehensive bodily injury, death and property damage insuring and naming each Governmental Entity as an additional insured against all claims, demands, or actions relating to the Services with a minimum combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence for injury to persons (including death) and for property damage or destruction.

ARTICLE VII DEFAULT

7.1 In the event any of the Governmental Entities shall fail to perform any financial obligation hereunder, any one or more of non-defaulting Government Entities shall give written notice of such failure, and if the defaulting Government Entity has not cured such failure within ten (10) days after receipt of such written notice, any one or more of the non-defaulting Governmental Entities shall have the right to cure such failure and recover from the defaulting Governmental Entity the amount of money paid if any, by the non-defaulting Governmental Entity to cure such failure, with interest at the highest rate allowed by law.

7.2 In the event that the Coalition enters into an agreement on behalf of the Governmental Entities that exceeds a term of one year, a defaulting Governmental Entity's responsibility to cure shall remain until full expiration of the Agreement entered into by the Coalition and in such case, the non-defaulting Governmental Entities shall have the right to recover from the defaulting Governmental Entity all amounts necessary to cure the default.

ARTICLE VIII MISCELLANEOUS

8.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action shall be in Collin County, Texas.

8.2 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

Lavon:	City of Lavon Attn: Mayor P.O. Box 340 Lavon, Texas 75166
Parker:	City of Parker Attn: City Administrator 5700 East Parker Road Parker, Texas 75002
St. Paul:	Town of Saint Paul Attn: Mayor 2505 Butscher's Block Saint Paul, Texas 75098
Wylie:	City of Wylie Attn: Mindy Manson, City Manager 2000 Highway 78 Wylie, Texas 75098
Collin County:	Collin County Attn: Jason Browning, Fire Marshal 4690 Community Blvd., #200 McKinney, TX 75071

Any party may, at any time, by written notice to the other Governmental Entities, designate different or additional persons or different addresses for the giving of notices hereunder.

8.3 **Entire Agreement.** This Agreement is the entire agreement. There is no other collateral or oral agreement among the parties that in any way relates to the subject matter of this Agreement.

8.4 **Amendment.** This Agreement may be amended by the written agreement of all parties hereto.

8.5 **Severability.** In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.6 **Assignment.** This Agreement may not be assigned by any Governmental Entity without the express written consent of all Governmental Entities.

8.7 **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF LAVON, TEXAS

By: _____

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Print Name: _____

Title: City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF PARKER, TEXAS

By: _____

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Print Name: _____

Title: City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF SAINT PAUL, TEXAS

By: _____
Print Name: _____
Title: Mayor

ATTEST:

By: _____
Print Name: _____
Title: City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF WYLIE, TEXAS

By: _____
Mindy Manson, City Manager

ATTEST:

By: _____
Carole Ehrlich, City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

COLLIN COUNTY, TEXAS

By: _____
Keith Self, Judge

ATTEST:

By: _____

Southeast Collin County EMS Coalition Exhibit B 2014-2015



Member	No. of Back-up Ambulance Calls	No. of Back-up Ambulance Calls	Ambulance Back-up Fees Payable to Wylie	Quarterly Back-up Ambulance Fees	Ambulance Back-up Fees (Annual) Payable to Wylie	Quarterly Back-up Ambulance Fees
	2012	2013	2013-2014	2013-2014	2014-2015	2014-2015
Collin County	65	21	\$57,994.30	\$14,498.58	\$18,653.04	\$4,663.26
Wylie	453	285	\$404,175.66	\$101,043.92	\$253,148.40	\$63,287.10
Parker	22	12	\$19,628.84	\$4,907.21	\$10,658.88	\$2,664.72
Lavon	18	13	\$16,059.96	\$4,014.99	\$11,547.12	\$2,886.78
St. Paul	10	2	\$8,922.20	\$2,230.55	\$1,776.48	\$444.12
Totals	568	333	\$506,781	\$126,695	\$295,783.92	\$73,945.98
			(\$892.22 per response)		(\$888.24 per response)	



Council Agenda Item

Budget Account Code:	Meeting Date: November 18, 2014
Budgeted Amount:	Department/ Requestor: Councilmember Stone
Fund Balance-before expenditure:	Prepared by: T Stone
Estimated Cost:	Date Prepared: 11/7/2014
Exhibits:	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARTICIPATING IN THE "FILE FOR LIFE" PROGRAM. [STONE]

SUMMARY

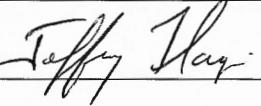
FILE OF LIFE PACKETS

The File of Life packet is a red plastic magnetic file folder containing a form of your personal health history, medications, physician information and emergency contacts. The packet attaches to your refrigerator, readily visible for Parker paramedics and first responders to find. There is also a perforated, detachable portion to place in your wallet or purse.

This form will enable the Parker Fire Department responding personnel to obtain a quick and accurate medical history when a patient or family member is unable to offer one.

POSSIBLE ACTION

Approve, Deny, Table

Inter - Office Use			
Approved by:			
Department Head:	Councilmember Stone by email Councilmember Stone by email	Date:	Thu 11/13/2014 9:02 AM Thu 11/13/2014 9:02 AM
City Attorney:	Not reviewed Not reviewed	Date:	
City Administrator:		Date:	11/14/14



Council Agenda Item

Budget Account Code:	Meeting Date: November 18, 2014
Budgeted Amount:	Department/ Requestor: City Administrator Flanigan
Fund Balance-before expenditure:	Prepared by: J. Flanigan
Estimated Cost:	Date Prepared: 11/12/2014
Exhibits:	Water Rate Study

AGENDA SUBJECT

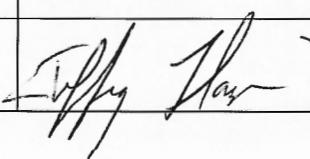
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON WATER RATE STUDY.

SUMMARY

Attached is a spreadsheet of the water rate study with projected cost of water from NTMWD over the next 7 years, the water department maintenance and operations plus a 2% increase per year, debt service, and \$200K per year for capital improvements.

The two yellow highlighted areas are our goal.

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	11/14/14

CITY OF PARKER WATER RATE STUDY 2014

	Projected Expenses								
	Budget Year								
	Actual	Proposed							
		2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	
Projected Cost of Water per 1,000 Gallons		\$2.11	\$2.37	\$2.59	\$2.83	\$3.08	\$3.29	\$3.46	\$3.58
Take or Pay Gallons	(2011)	533,654,000	533,654,000	533,654,000	533,654,000	533,654,000	533,654,000	533,654,000	533,654,000
Total Cost of Water - NTMWD		\$1,126,010	\$1,264,760	\$1,382,164	\$1,510,241	\$1,643,654	\$1,755,722	\$1,846,443	\$1,910,481

Anticipated Annual Increase	Budget Year								
	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	

Water Department Expenses (less cost of NTMWD)	+ Debt											
Service / +200K CPI		+	2.0%		\$1,273,116	\$1,298,578	\$1,324,550	\$1,351,041	\$1,378,062	\$1,405,623	\$1,433,735	\$1,462,410
Cost of Water - NTMWD					\$1,126,010	\$1,264,760	\$1,382,164	\$1,510,241	\$1,643,654	\$1,755,722	\$1,846,443	\$1,910,481
Total Projected Expenses					\$2,399,126	\$2,563,338	\$2,706,714	\$2,861,282	\$3,021,716	\$3,161,345	\$3,280,178	\$3,372,891

GALLON Break Points	PROPOSED Consumption per Break	PROPOSED Price per 1000 gal	Current Water Rates	Price for Designated Consumption									
				Base All meters	Consumed 15,000	Consumed 30,000	Consumed 50,000	Consumed 70,000	Consumed 80,000	Consumed 90,000	Consumed 100,000	Consumed >125,000	
0 - 4,000	4,000	\$34.00	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4,001 - 15,000	11,000	\$3.25	\$2.25		\$35.75	\$35.75	\$35.75	\$35.75	\$35.75	\$35.75	\$35.75	\$35.75	
15,001 - 30,000	15,000	\$4.00	\$2.85			\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	
30,001 - 50,000	20,000	\$5.00	\$3.60				\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	
50,001 - 70,000	20,000	\$8.00	\$4.00					\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	
70,001 - UP		\$11.00	\$7.15						\$110.00	\$220.00	\$330.00	\$605.00	
Monthly Cost for Consumption				\$40.00	\$35.75	\$95.75	\$195.75	\$355.75	\$465.75	\$575.75	\$685.75	\$960.75	
Percentage of Homes per Consumption (Based on 12 month average)				15.60%	39.76%	20.09%	12.60%	6.27%	1.64%	1.09%	0.72%	2.24%	
Number of Homes Per Consumption (Based on 1404 Meters x Percentage)				219 w/ base only	1,404	558	282	177	88	23	15	10	32
Monthly Income from Water					\$56,176.67	\$19,957.44	\$27,001.50	\$34,631.44	\$31,306.00	\$10,712.25	\$8,780.19	\$6,914.65	\$30,263.63
Annual Income from Water					\$674,120.00	\$239,489.25	\$324,018.00	\$415,577.25	\$375,672.00	\$128,547.00	\$105,362.25	\$82,975.75	\$363,163.50

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
December 2, 2014	Backup due to the City Secretary by FRIDAY, NOVEMBER 21, 2014 - due to holiday		
December 2, 2014	BOARD APPLICATION INTERVIEWS.	Marshall	moved from November 18 per Jeff. Current Terms expire November 30.
December 2, 2014	S-8 Codification Supplement	Shepherd	DEADLINE to submit changes is December 4.
December 2, 2014	FRANCHISE AGREEMENT WITH GRAYSON COLLIN ELECTRIC COOP. [SHEPHERD]	Shepherd	tabled at 9/16 meeting
December 2, 2014	FRANCHISE AGREEMENT WITH ONCOR ELECTRIC. [SHEPHERD]	Shepherd	tabled at 9/16 meeting
TBD	EXTENDING MAYOR AND COUNCIL TERMS	MARSHALL	
TBD	AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION ON LANDSCAPE MAINTENANCE ALONG FM2551/HOGGE ROAD. [FLANIGAN]	Shepherd	tabled at 9/2 meeting to allow some issues with the contract to be resolved
TBD	Fire Department Building Modification	Levine	
December 16, 2014	Backup due to the City Secretary by December 8, 2014		
December 16, 2014	Department Reports	Various Departments	
TBD	Public hearing on Comp Plan Ordinance	Levine	Public Notice must be posted 15 days prior. P&Z held PH on October 9th.
2015			
February 3, 2015	Call General Election	City Secretary	Three Council Seats - Statutory Deadline February 27.
January 31, 2015	Review Birkhoff Contract	Flanigan	Review annually fees and insurance
Jan., Apr., July., Oct,	P&R quarterly report		REQUIRED - DO NOT REMOVE FROM THIS AGENDA PER JEFF.