



AGENDA
CITY COUNCIL MEETING
FEBRUARY 2, 2016 @ 6:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, February 2, 2016 at 6:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

PLEDGE OF ALLEGIANCE

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

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

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

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.

1. APPROVAL OF MEETING MINUTES FOR DECEMBER 15, 2015. [SCOTT GREY]
2. CONSIDERATION AND APPROPRIATE ACTION ON RESOLUTION 2016-502, APPOINTING MARK BARNABY TO THE POSITION OF ASSISTANT CHIEF, PARKER FIRE DEPARTMENT. [SHEFF]

INDIVIDUAL CONSIDERATION ITEMS

3. CONSIDERATION AND APPROPRIATE ACTION ON RECOMMENDATIONS FROM THE WATER RATE REVIEW COMMITTEE ON RETAINING AN OUTSIDE CONSULTANT. [LEVINE]
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 733 CALLING FOR AN ELECTION TO BE HELD ON MAY 7, 2016 TO ELECT A MAYOR AND TWO CITY COUNCILMEMBERS-AT-LARGE; PROVIDING FOR EARLY

VOTING; APPOINTING AN EARLY VOTING CLERK, ELECTION JUDGE, AND ALTERNANT JUDGE, PROVIDING FOR ORDER AND NOTICE OF THE ELECTION. [SHEPHERD]

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FINAL PLAT FOR KINGS CROSSING 2. [FLANIGAN]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FINAL PLAT FOR SOUTHRIDGE EAST. [FLANIGAN]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PRELIMINARY PLAT FOR KINGS CROSSING 3. [FLANIGAN]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FINAL PLAT OF RIGHT OF WAY DEDICATION, OF CURTIS ROAD IN THE AREA BETWEEN THE SOUTHRIDGE AND SOUTHRIDGE EAST SUBDIVISIONS. [FLANIGAN]
9. FUTURE AGENDA ITEMS

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

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

- a. Government Code Section 551.074 Personnel—To deliberate the appointment, evaluation, reassignment, and/or duties, of elected officials: councilmembers

11. RECONVENE REGULAR MEETING.

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

13. 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 January 29, 2016 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us.

Date Notice Removed

Patti Scott Grey
City Secretary

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



Council Agenda Item

Item 1
C Sec Use Only

Budget Account Code:	Meeting Date: February 2, 2016
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: January 27, 2016
Exhibits:	1. Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR DECEMBER 15, 2015. [SCOTT GREY]

SUMMARY

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

POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	1/27/2016
City Attorney:		Date:	
City Administrator:		Date:	1-29-16

MINUTES
CITY COUNCIL MEETING

December 15, 2015

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. Council members Stone, Standridge, Levine, Pettle and Taylor were present.

Staff Present: City Administrator Jeff Flanigan, Finance/H.R. Manager Johnna Boyd, City Secretary Patti Scott Grey, City Attorney Jim Shepherd, Police Chief Bill Rushing, and Police Captain Kenneth Price

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Standridge led the pledge.

TEXAS PLEDGE: Councilmember Pettle 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

EXECUTIVE SESSION 5:30 P.M. TO 6:00 P.M. – 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. TX. Govt. Code 551.071—Confidential legal advice regarding municipal legal position regarding noncompliance with subdivision regulation requirements affecting Allen Heights Road construction.

Mayor Marshall recessed the regular meeting to Executive Session at 5:33 p.m.

2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the meeting at 6:10 p.m.

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

No action was taken.

INDIVIDUAL CONSIDERATION ITEMS

Mayor Marshall asked City Council to consider changing the order of tonight's agenda, switching items four (4) and five (5). City Council agreed.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PRELIMINARY PLAT FOR DONIHOO FARMS PHASE 1. [FLANIGAN] (See Exhibit 1.)

City Administrator Flanigan said the Preliminary Plat for Donihoo Farms Phase 1 item was on the Planning and Zoning (P&Z) Commission agenda last Thursday, December 10, 2015. It was recommended for approval; with the provision City Engineer Birkhoff approved all the corrections. The developer was told the City would try to have the item on tonight's, Tuesday December 15, 2015, City Council agenda. The Preliminary Plat for Donihoo Farms Phase 1; the engineering letter from our city engineers, Birkhoff, Hendricks & Carter, LLP, stating some things that needed to be completed; and a letter from Westwood Professional Services, responding to those items; were in the City Council packet. Our Engineer Craig Kerkhoff, P.E. was present to respond to questions, as well as the Developer Steve Sallman.

Mayor Marshall asked Mr. Sallman if he would like to address City Council. Mr. Sallman stated his name and firm's address, 4925 Greenville Avenue, Dallas, Texas, for the record. Mr. Sallman passed around information regarding Donihoo Farms and reviewed updates on the property. Mayor Pro Tem Levine asked Mr. Sallman how the configuration of Donihoo Farms Phase 1 came about. Mr. Sallman said they wanted to develop on the hill in the center of the project in the beginning and stay away from the high voltage lines on the south side, plus they wanted to come off Parker Road across from the Plano Independent School District (PISD) tract. He said they would have stopped there, but the City's Ordinances require two means of access into a subdivision. The second means of access connected to Donna Lane.

Mayor Marshall confirmed with Mr. Sallman all the engineer's comments were addressed and the development would meet TxDot requirements. The Mayor asked Engineer Craig Kerkhoff to come forward. Mr. Kerkhoff stated his name, firm, and address, Birkhoff, Hendricks & Carter, LLP, 11910 Greenville Avenue, Dallas, Texas, for the record. He stated the plat comments were corrected; a majority of the comments were fairly minor. They have resubmitted a set of plans and everything, including drainage should be addressed prior to the preconstruction conference.

MOTION: Councilmember Standridge moved to approve the preliminary plat for Donihoo Farms, Phase 1. Councilmember Taylor seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

Mayor Marshall said Council was waiting on City Attorney Shepherd, so they would move forward with item 6 and return to item 4.

6. WATER RATE REVIEW COMMITTEE RECOMMENDATIONS [ASIATICO]

Brooke Asiatico said the Parker Water Rate Review Committee formally met several times over the previous two months following its creation, in order to gather and review data and information; receive input from citizens; discuss water rates and related issues with neighboring cities; and deliberate upon recommendations to be made to the Parker City Council relative to the 2015 City of Parker water rates, previously adopted in Ordinance No. 720, on January 22, 2015.

At the November 18, 2015 Water Rate Review Committee meeting, the committee unanimously approved the recommendations. Ms. Asiatico presented a PowerPoint, reviewing the various comments and recommendations in full for City Council, as follows:

General Comments

- We have not been meeting our water budget.
 - For the previous two years, the Water Department budget has been in the red by a combined \$500,000+.
 - We also do not presently have water improvements in this budget, which sorely needs to be addressed.
 - Additionally, we will continue to have debt service payments (bonds).
 - NTMWD estimates continued increases of 5 – 10% per year for the foreseeable future.
- A flat rate of \$7.66 per 1,000 gallons used would be required, if Parker only sells as little as it did last year versus \$4.82 per 1,000 gallons, if we sell our NTMWD take-or-pay minimum, so some incentive needs to be built into reaching our maximum without going over.
- So, revenues had to rise earlier this year, when the rates were changed to meet the water department budget deficit.

General Recommendations

- Consider the following:
 1. Consider alternative billing options that water users can opt into, including, but not limited to, electronic billing or full-page billing with envelopes
 2. Communication educating the citizens on their billing (e.g., WaterMyYard.org (or comparable site) for conservation tips; Texas A&M landscape water calculator)
 3. Additional bond programs for additionally necessary water infrastructure improvements
 4. Adopt a watering schedule for the spring and summer months to contribute to conservation.

5. Ordinances requiring developers to install drought-resistant, Texas-friendly landscaping and simple-to-use irrigation panels; OR a surcharge on their plantings, paid by the homeowner or homebuilder
6. Work in cooperation with other NTMWD customer and member cities, which are subject to take-or-pay minimum contracts with the NTMWD, where beneficial to Parker.

Water Rate Recommendations

1. Commission a Water Rate Study from Dan Jackson (or similar) to provide 2 or 3 water rate proposals from which to choose which address the following critical concerns:
 - a. Anticipated additional developer revenues from impact fees recommended;
 - b. NTMWD Take-Or-Pay Contract “minimum” and how member cities and other customer cities are addressing;
 - c. The City of Parker paying its water usage costs;
 - d. Anticipated increases over the next 5 – 10 years (per NTMWD rate increases);
 - e. The minimum amount of water to operate a household, and to keep landscaping alive and green during hottest months;
 - f. Keeping in mind that current budget divided by lowest Parker consumption (361mm) = \$7.66 per 1,000 gallons, create a 4-tiered rate structure allowing the historical data of consumption to be the guide for precision of these recommended tiers:
 - Consumers of the least amount of water per month (base rate) (0 – 4,000);
 - Consumer-conservers (4,001 – 50,000);
 - Mid-range consumers (50,001 – 80,000);
 - Smallest number of consumers of the MOST amount of water per month (over 80,000 gallons) historically; and/or
 - Consider surcharge options that apply seasonally.
 - g. The City of Parker’s citizen philosophy of country living near the city;
 - h. If Take-or-Pay system remains our only option, the rate structure should encourage conservation to not raise our take-or-pay future minimum, while also building in an incentive for achieving the sale of most of our take-or-pay water.
 - i. Neighboring cities water rates (within the NTMWD);
 - j. Alternatively, consider an option that is based on a flat rate structure (cost per 1,000 gallons used) per meter in Parker of allowed usage per year, based on take-or-pay minimum as the denominator, with any overage from the user charged a significant surcharge.

2. Begin to bill on a specific and definitive date each month consistently for as close to a 30-day billing period as possible (e.g., the last Friday of each month, etc.) to prevent pushing consumers into higher tiers in longer billed months. With only 75 meters left to "go digital" out of 1,450 (only 5% of total), we should begin monthly digital readings now for billing;
3. Review and consider economical and efficient options for averaged Water Department billing and implement it – the consumers of the least and most amounts of water (and everyone in between) will appreciate the option;
4. Regular rate increases are necessary to avoid sudden rate hike shock.
5. Upon receipt of Water Rate Study commissioned, have Water Rate Committee review the proposed alternatives to ensure objectives noted above were met (and structure the commissioned contract this way) for any final changes prior to City Council consideration of new Rate Tier Structure.
6. Consider top tier rates or surcharge to any water user within the Extra Territorial Jurisdiction (ETJ), following any safe harbor Water Rate Study completed.

Ms. Asiatico thanked everyone. Mayor Pro Tem Levine thanked Brooke Asiatico and Brian Deaver for their efforts. Mr. Levine said the bottom line was the committee would like to get the City Council's approval to meet with Dan Jackson and find out what it would cost to do a study and discuss with him the scope of the study and then bring that information back to the City Council.

MOTION: Councilmember Levine moved to accept the Parker Water Rate Review Committee's recommendations/report to City Council and the City Council authorize the committee to meet with Dan Jackson to obtain a cost proposal for the scope of work for the described study with the information the committee provided and report back to City Council. Councilmember Pettle seconded.

Mayor Marshall asked if there was any more discussion. Councilmember Standridge said he had a comment or question, because he attended some of the committee meetings. He wanted to be positive he understood what the committee did. Item #1, "a.-i.", identified the things the committee expected the consultant to bring back and tell the committee whether they were right or wrong, and "j." answered the question. He wanted to make sure the money we were trying to identify, which was not budgeted, was going to be used effectively. He asked if we already had an answer, before spending the \$30,000 for a consultant.

Mayor Pro Tem Levine said the committee could not come to a definitive answer. The Committee needed guidance on what the City should charge various segments for their rates. The alternative included in the report was an afterthought Ms. Asiatico was kind enough to include in her presentation. Mr. Levine said while he liked the idea, he did not know if it made sense from an economic standpoint. The idea was included in the report so a consultant, an expert in the field, could say that was original or that was the most ridiculous idea ever heard. To be clear, the committee did not arrive at that alternative and say this was a great idea. Mr. Levine said it was an idea we included for the consultant's review. Most of the surrounding cities, who have implemented a tiered rate structure, have already completed water studies to advise

them on what rates needed to be at the different user points and how that would affect their city economically. City Engineer John Birkhoff recommended having a study to answer our questions and the Committee decided that was best. The reason the committee suggested Dan Jackson was Mr. Jackson could let us know what services he could provide, at what cost, and the Committee could report back. Councilman Standridge said the consultant would either provide us with a cost/price structure or a flat rate. Mayor Pro Tem said no, the City has a cost/price structure. Councilmember Standridge said yes, and it identified future price increases, according to the chart provided by our City Administrator. City Administrator said yes, the original chart did have forecasted rates for North Texas and what it would do to our budget. When the City implemented the rate increase, that was supposed to help us through the next three years; so, in two (2) years the City would need to do another increase.

Mayor Pro Tem said the rate structure the City had could be characterized in two (2) ways, in one way you could certainly say it promoted conservation and in the other way you could certainly say it created a shortfall in the budget, because people stopped using water. What we have done thus far has resulted in less water usage, dramatically. The weather could have played a factor as well. On the other hand, we have excess water under North Texas Municipal Water District's (NTMWD's) take-or-pay. The City needed the structure examined by someone whose expertise was to analyze water rate structures; that is what the committee determined. Ms. Asiatico agreed and she said she wanted to mirror what Mr. Levine noted, which was cities who have undergone these studies were surprised how our city operated without having had a study. To complete our due diligence, in light of the critical factors the committee uncovered through deliberations, meetings, and discussions, the committee thought a professional study was necessary, because all these concerns have not undergone a measured, studied, formulaic tiered rate structure assessment. In the Committee's view, it would be money well spent to have that baseline completed, so you, as city council members, and the citizens you represent, would know we have done everything we could to get to the right answer and the way to do that would be thorough study by a professional.

Councilmember Pettle said all this was saying was the committee wanted to meet with a consultant, find out what a consultant could offer the City, at what cost, and bring that information back to City Council. It was not authorizing the Committee to do anything further.

Councilmember Stone asked if the consultant could find out if there was some way to sell the excess water we cannot use. Mayor Marshall said our contract does not allow that currently. He said he was not sure if that could be changed. Ms. Asiatico commented two of the most critical points were to maximize our take-or-pay for the lowest cost, while not going over it, creating a new take-or-pay minimum and to encourage conservation, so when we grow and have more users in the city, we would be where we need to be. We would maximize the amount of water we have, while having the take-or-pay minimum at the lowest rate for each user. Those two things were what the committee thought a consultant would be able to tell us. The Committee did not have that expertise.

Councilmembers Levine, Pettle, Standridge, Stone and Taylor voted for the motion. Motion carried 5-0.

Mayor Marshall thanked everyone again.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FINAL PLAT FOR PARKER RANCH ESTATES PHASE 1. [FLANIGAN] (See Exhibit 2.)

City Attorney Shepherd stated the City had construction difficulties on the connection of two subdivision roads from Parker Ranch towards Allen Heights. Part of the consideration tonight was to resolve or help the City make sure those difficulties would be resolved. After long conversations with Developer Shaddock, Mr. Shaddock has agreed to provide some cash security for the City to ensure the final corrections and completions to Salisbury and Chaparral, as they meet Allen Heights. He agreed to provide various plans for the approval of Mr. Kerkhoff's engineering firm and Mr. Kerkhoff's firm will take careful evaluation of every step necessary in the construction. The letter of credit was reviewed. It required two or three very small changes. He said he had discussed those changes with Mr. Shaddock. Mr. Shaddock would get those changes back to the bank and change the letter of credit accordingly, he and the bank would sign off on it, and he would deliver it to the City tomorrow. He said he did not have an update on the plat itself.

City Administrator Flanigan said City Engineer Kerkhoff reviewed the plat and it complied with our city regulations. The only concern was the two connecting roads and that was being addressed.

Mayor Marshall asked the developer to come forward. Developer Peter Shaddock came forward and stated his address, 17330 Preston Park Boulevard, for the record. City Attorney Shepherd asked Mr. Shaddock if he could agree the problem with the roads as best as we could tell was not something the City created. Mr. Shaddock agreed. After several lengthy discussions on the letter of credit, we came to a final agreement and Mr. Shaddock agreed to go to the bank tomorrow, get the letter of credit corrected and signed, return it to the city for review and signing. Mr. Shaddock said yes, he agreed.

The Mayor asked Engineer Craig Kerkhoff to come forward. Mr. Kerkhoff stated his name, firm, and address, Birkhoff, Hendricks & Carter, Consulting Engineers, 11910 Greenville Avenue, Dallas, Texas, for the record. Mr. Kerkhoff said it appeared the letter of credit was agreed upon, the developer's engineers will revise the engineering plans accordingly to fix and correct the drives, they will send them to the City for review and approval, they will send it to the City of Allen, Texas, for the permit. Once they stake in the field, our firm will go out with a survey crew and verify locations and elevations to ensure the correctness.

City Attorney Shepherd said as part of this item, the city received a letter from Richard Hovas, a professional engineer, dated December 14, 2015, in which Mr. Hovas basically assumes responsibilities for some of the difficulties the city had experienced with these two (2) roads. He asked that the City Secretary place the December 14, 2015, letter from Mr. Hovas with the file as part of our discussion this evening.

Mayor Marshall asked if there were any questions of either Mr. Shaddock or Mr. Kerkhoff. Mayor Pro Tem Levine said his understanding, based on construction requirements within the letter of credit, was our engineers would review the site before the next pour takes place on those street connections. Mr. Kerkoff said he had not seen the letter of credit. It was his understanding their engineer would go through the field survey with the existing conditions and then cement plans. Basically, they would use those conditions and get back with the City on how they plan to correct those concerns. City Attorney Shepherd said that was correct and if and when necessary our engineers would send out their own independent team to verify the findings.

Mayor Marshall asked if there were any questions.

City Attorney Shepherd reviewed the City Council's options, one to deny the plat, based on improperly laid concreted streets, however, we have worked through that problem tonight and that was the purpose of the letter of credit; and another option was to approve the plat, subject to the condition of successfully receiving tomorrow the amended, Irrevocable Standby Letter of Credit No. 418, from Mr. Shaddock's Company, Master Developers-TCB, LLC, in the form provided tonight. If the motion was to approve the plat with that condition, the conditions should be achieved tomorrow and the plat could be filed, allowing Mr. Shaddock to sell homes. If there was a different position, the critical issue would be when Mr. Shaddock would be able to sell homes.

MOTION: Councilmember Levine moved to approve the Final Plat for Parker Ranch Estates Phase 1, with the condition of acceptance of the Irrevocable Standby Letter of Credit No. 418, in the form the City Attorney provided the applicant, signed by the applicant and the bank. Councilmember Taylor seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

7. HOLIDAY RECEPTION

Mayor Marshall said we would finish the agenda, adjourn the meeting, and then have a holiday reception. Item 7 was a holiday reception to recognize and thank all those Parker citizens serving on our various boards and commissions. The Mayor asked everyone to remain briefly after tonight's meeting for the reception.

ROUTINE ITEMS

8. FUTURE AGENDA ITEMS

Mayor Marshall asked if there were any items to be added to the future agenda. He stated the next regularly scheduled meeting would be Tuesday, January 5, 2016.

Councilmember Standridge asked if the Water Rate Review Committee should be added. Mayor Marshall said yes.

Mayor Marshall asked for clarification on the Board Appointment Res. 2013-433 Update. As he understood it, that was to review the entire resolution. City

Administrator said yes. The Mayor asked that the item be placed on the January 5, 2016, agenda.

9. ADJOURN

Mayor Marshall adjourned the meeting at 7:02 p.m.

APPROVED:

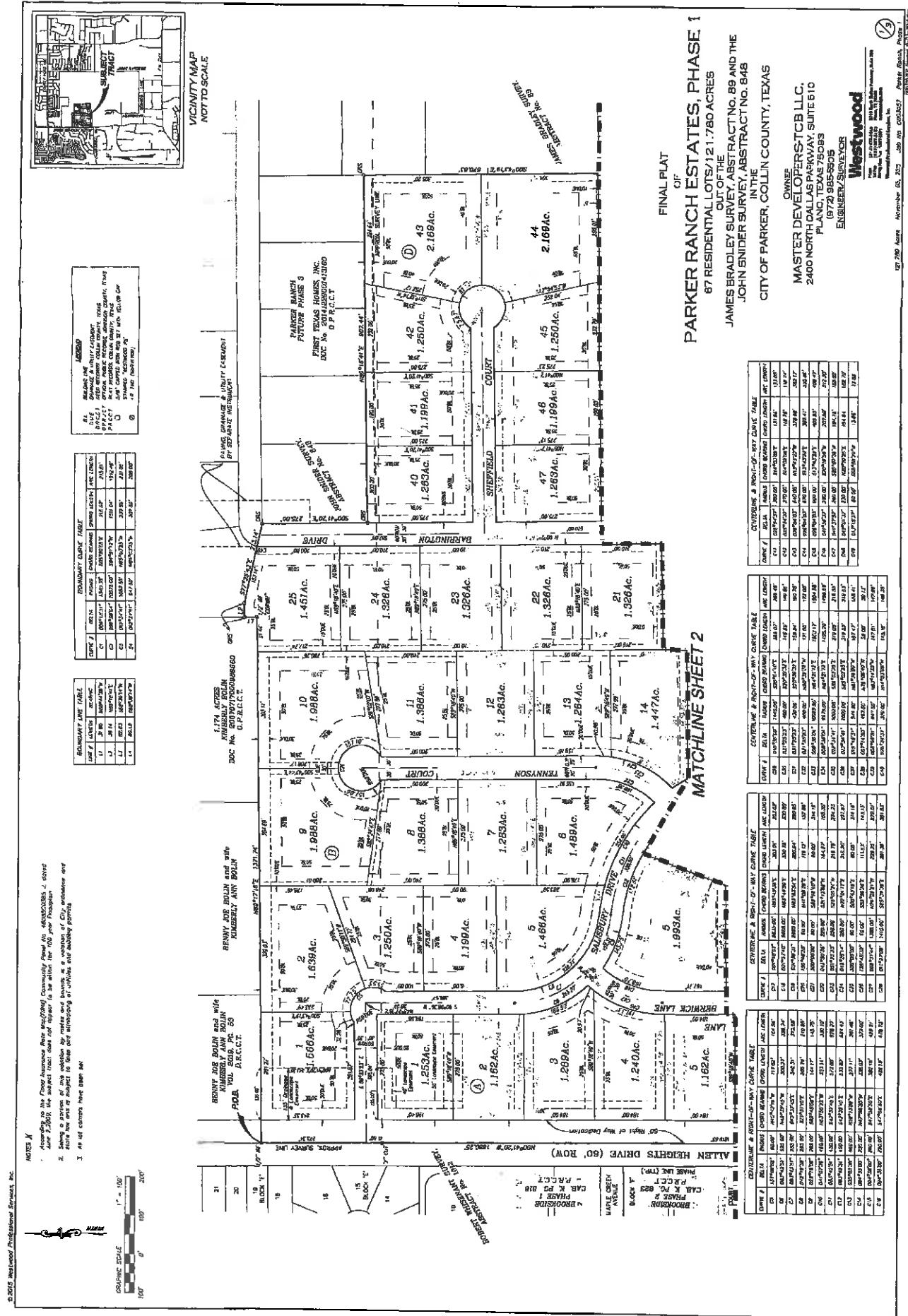
Mayor Pro Tem Scott Levine

Approved on the 2nd day
of February, 2016.

Patti Scott Grey, City Secretary

EXHIBIT 2

PARKER RANCH, PHASE 1





Council Agenda Item

Item 2
C Sec Use Only

Budget Account Code:	N/A	Meeting Date:	February 2, 2016
Budgeted Amount:	A/A	Department/ Requestor:	Fire Department/ Chief Sheff
Fund Balance-before expenditure:	N/A	Prepared by:	Fire Department/ Chief Sheff
Estimated Cost:	N/A	Date Prepared:	January 24, 2016
Exhibits:	Proposed Resolution		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2016-502, APPOINTING MARK BANABY ASSISTANT FIRE CHIEF, PARKER FIRE DEPARTMENT. [SHEFF]

SUMMARY

The position of assistant fire chief is vacant due to the recent resignation from the fire department of Assistant Chief Marcus Allen. City ordinance enables the Council to appoint the assistant fire chief. We have identified a candidate with the necessary qualifications and desire to volunteer his time to perform the duties of Assistant Fire Chief for the City.

Mark Barnaby is a Parker resident and a TCFP Commission-certified firefighter presently serving as a Division Chief in the Parker Volunteer Fire Department. He has been a volunteer with Parker since 2001 progressing through the ranks into his present position. Chief Barnaby presently handles many of the administrative details of the department.

POSSIBLE ACTION

Approve, Modify, Table or Deny

Inter - Office Use

Approved by:			
Department Head:	Fire Chief Mike Sheff	Date: 01/24/2016	By email
City Attorney:		Date:	
City Administrator:		Date:	1-29-16

RESOLUTION NO. 2016-502
(Appointing the Assistant Fire Chief)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS
APPOINTING MARK BARNABY AS ASSISTANT FIRE CHIEF OF THE
PARKER FIRE DEPARTMENT**

WHEREAS, Ordinance No. 515 of the City of Parker ordinances requires the City Council to appoint the Fire Chief, Assistant Fire Chief, and Fire Marshal by majority vote of the City Council; and

WHEREAS, recent personnel changes have left the position of Assistant Fire Chief vacant; and

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

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

SECTION 1. The Parker City Council does hereby appoint Mark Barnaby as the sole Assistant Fire Chief of the City of Parker Fire Department, effective immediately.

SECTION 2. Mark Barnaby has met the following requirements and training to qualify for the position as Assistant Fire Chief as follows:

- a. An ability to interact and work with the members of the Volunteer Fire Department, its Fire Chief, and former Assistant Fire Chief.
- b. An ability to work with the Mayor and City Council on all aspects of Volunteer Fire Department requirements.
- c. Knowledge of city government functions and how they relate to the Volunteer Fire Department.
- d. Ten years of paid and/or volunteer fire service.

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

APPROVED AND ADOPTED this 2nd day of February, 2016.

APPROVED:
CITY OF PARKER

Mayor Pro Tem Scott Levine

ATTEST:

Patty Scott Gray, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney



Council Agenda Item

Item 3
C Sec Use Only

Budget Account Code:	Meeting Date: February 2, 2016
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: January 27, 2016
Exhibits:	

AGENDA SUBJECT

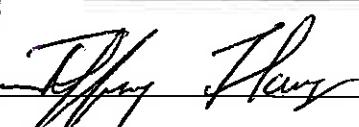
CONSIDERATION AND APPROPRIATE ACTION ON RECOMMENDATIONS FROM THE WATER RATE REVIEW COMMITTEE ON RETAINING AN OUTSIDE CONSULTANT. [LEVINE]

SUMMARY

The Mayor and Staff met with the consultant on January 18 and the Water Rate Review Committee (WRRC) met with the consultant on January 26. They discussed qualifications, the proposal and WRRC recommendations.

POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	1-29-16

January 18, 2016

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

Dear Mr. Flanigan:

Thank you for allowing **Economists.com (now a part of Willdan Financial Services)** the opportunity to present this proposal to provide a water utility cost of service rate analysis for FY 2016 and beyond for the City of Parker ("The City"). We are an economic and financial consulting firm, with offices throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management. Our specific services include:

- Water and Wastewater Rate Studies
- Storm Water Utility Rate Studies
- Sanitation Rate Studies
- Economic evaluation of water resources
- Financial Feasibility Studies
- Connection and Impact Fee Studies
- Privatization Analysis

More information is available on our firm and professionals at our web sites, www.economists.com and www.willdan.com. Economists.com merged with Willdan Financial Services in April 2015, and going forward we are transitioning to consolidating under the Willdan Financial Services name. Other than the name change and additional resources, there will be little discernible change to our relationship with our clients or operations.

For the City of Parker, our workplan includes the following specific assistance:

- 1) Using current budget, volume, and capital improvement plan ("CIP") data, the project team will create and customize a ten year water cost of service forecast model. The model will identify current and forecast operating expenses, capital outlays and debt service for the period FY 2016 – 2025. The model will adhere to AWWA ratemaking standards to ensure that the cost of service for each customer class is just, reasonable and accurate.

- 2) The project team will prepare several alternative proposed water rate structures for the Town Council to consider. Each alternative developed will enable the Town to recover sufficient revenues to fund operating and capital costs.
- 3) The project team will summarize its water analysis into a PowerPoint summary presentation with appendixes containing critical backup data.
- 4) We will conduct a meeting with City staff to review preliminary results, a workshop with the City Council to discuss our findings and recommendations, and a public hearing to discuss the impact of the rate plan on ratepayers. The purpose of the meeting and public involvement process will be to ensure that to the best extent possible, staff, council and ratepayers adequately evaluate alternative rate plans and choose the most appropriate rate

This analysis will include all water rate classes, with a particular focus on the following:

- A forecast and understanding of the impact of projected increases in North Texas Municipal Water District's ("NTMWD") treated water rates on the City's water budget and current rate plan.
- Development of a rate plan that will support the City's need to issue new debt service for the construction of a new Pump station, currently estimated at \$8.0 million and any other capital needs in the City's long term capital improvement plan. The rate plan(s) developed will be designed to achieve the fund balance and financial ratios required by the City's financial policies and lien holders.
- An analysis of the cost to serve the City's water accounts compared to revenues currently being realized, and a comparison of the City's residential water rates and structure compared to those of other North Texas water providers, particularly those that are also NTMWD Customer and Member cities in the area.

Attached is an initial request for information for the data that we will require to perform our analysis. Please contact Rebecca Schafer with any questions pertaining to this data request.

As a Vice President of Willdan Financial Services, I will manage and have primary responsibility for preparing this analysis for the City. Your primary contact for this analysis will be Ms. Rebecca Schafer, Senior Project Manager. We will bill at time and expense, at my current rate of \$195 per hour, and Ms. Schafer's billing rate of \$160 per hour.

We propose to complete the scope of services for a not to exceed total of \$20,000. However, if the City wishes to forego the full written report documenting the analysis and recommendations in order to reduce costs we will prepare the analysis and provide only PowerPoint documentation for a not to exceed total of \$15,000. We reserve the right to invoice for services on a monthly basis. Payment is requested 30 days after receipt of each invoice.

If this proposal is acceptable to you, please execute one copy of this letter and return it to our Plano office. Thank you for this opportunity; we look forward to continuing to work with the City on this important engagement.

Respectfully submitted,
WILLDAN | ECONOMISTS.COM



Dan V. Jackson
Vice President

ACCEPTED BY:

Date

Please initial to indicate desired option:

\$20,000 option to include full written report documenting analysis and recommendations in addition to PowerPoint presentation

\$15,000 option without full written report documenting analysis and recommendations in addition to PowerPoint presentation

**CITY OF PARKER
WATER RATE STUDY
INITIAL REQUEST FOR INFORMATION**

1. Please provide a copy of the City's FY 2016 water utility **line item** budget, and if available, the City's most recent audited financial statement.
2. Please provide the total gallons of water consumed by month for each of the City's defined customer classes for all months from October 2010 to the present.
3. Please provide the total number of active water accounts for each of the City's customer classes by month for all months from October 2010 to the present.
4. Please provide the total water revenues for each of the City's customer classes by month for all months from October 2010 to the present.

NOTE: information for items 2 through 4 would be available on the monthly billing summary from the utility billing system. I have included a sample report with this request. However, it would be most useful if we could obtain a "data dump" of this information into Excel. While we would need to manipulate the data for our analysis, having historical consumption data by rate block would be more useful for our analysis and rate design. I will be happy to talk with or sit down with your utility billing supervisor to assist in getting this data.

5. Please provide copies of volume data provided by NTMWD for water pumped by month for all months from October 2010 to the present.
6. Please provide a copy of current rate letter from NTMWD giving rates and "take or pay" amounts.
7. Please provide debt service schedules for all water debt currently outstanding.
8. Please provide an initial estimate of the city's capital improvement plan requirements for the water system for the period FY 2016 – FY 2025. It would be ideal if projects could be individually identified with an estimate of the year that the project is most likely to take place.
9. Please provide a copy of the City's current water rate ordinances.(If different than on website)
10. If the City maintains a record of precipitation by day or month, please forward that data from October 2010 to the present.
11. Please provide an electronic copy of the City's logo for use on our presentations and your report.

Contact with information and questions:
Rebecca Schafer RSchafer@willdan.com 972-378-6588



Council Agenda Item

Item 4
C'Sec Use Only

Budget Account Code:	Meeting Date: February 2, 2016
Budgeted Amount:	Department/ Requestor: City Attorney Jim Shepherd
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: January 27, 2016
Exhibits:	1) Proposed Ordinance No. 733

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 733 CALLING FOR AN ELECTION TO BE HELD ON MAY 7, 2016 TO ELECT A MAYOR AND TWO CITY COUNCILMEMBERS-AT-LARGE; PROVIDING FOR EARLY VOTING; APPOINTING AN EARLY VOTING CLERK, ELECTION JUDGE, AND ALTERNANT JUDGE, PROVIDING FOR ORDER AND NOTICE OF THE ELECTION. [MARSHALL]

SUMMARY

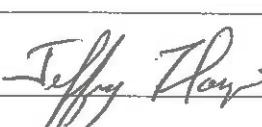
TIME FOR ORDERING THE ELECTION

General election. A city must order its general election not later than the 78th day before Election Day, whether the election is held on the May or November uniform election date [EC §3.005(c)]. For our May 7, 2016 election, that translates to February 19 as the deadline.

The ordinance will also appoint Patti Scott Grey as the Early Voting Clerk, appoint Cindy Meyer as Election Judge and Stephanie Casson as Alternate Judge.

POSSIBLE ACTION

Approve, Modify or Deny

Inter - Office Use			
Approved by:			
Mayor Marshall		Date:	
City Attorney:		Date:	
City Administrator:		Date:	1-29-16

ORDINANCE No. 733
(Order and Notice of May 7, 2016 Election)

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, CALLING FOR AN ELECTION TO BE HELD ON MAY 7, 2016 TO ELECT A MAYOR AND TWO CITY COUNCILMEMBERS-AT-LARGE; PROVIDING FOR EARLY VOTING; PROVIDING FOR THE APPOINTMENT OF THE EARLY VOTING CLERK, ELECTION JUDGE, AND ALTERNANT JUDGE, AND PROVIDING FOR ORDER AND NOTICE OF THE ELECTION; AND PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION.

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

SECTION 1. That the Mayor of the City of Parker, Texas, with the concurrence of the City Council, orders an election to be held on May 7, 2016, for the purpose of electing a Mayor and two City Councilmembers-at-Large.

SECTION 2. The polling place in the City of Parker for this election is as follows:

Precincts	Location	Address	City
"VOTE CENTERS"*	Parker City Hall	5700 E. Parker Road	Parker

* City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

SECTION 3. The polls shall be open from 7:00 a.m. until 7:00 p.m.

SECTION 4. Said election shall be conducted in accordance with the Texas Election Code and only resident qualified voters of the City of Parker will be entitled to vote.

SECTION 5. Candidates file at-large and adhere to the filing period accordingly. Candidate Packets are available in the City Secretary's Office. The candidate filing period for the General Election for Mayor and two Councilmembers-at-Large; are as follows: January 20, 2016 through February 19, 2016 at 5:00 p.m.

Candidates must file in the City Secretary's Office located at 5700 E. Parker Road, Parker, Texas.

SECTION 6. Early voting

A. Early voting by personal appearance shall be available at Parker City Hall, 5700 E. Parker Road, Parker, Texas, beginning on April 25, 2016 and ending on May 3, 2016 as set forth below:

Polling Place*	Address	City
Collin County Election Office (Main Early Voting Location)	2010 Redbud Blvd., #102	McKinney
Parker City Hall	5700 E. Parker Road	Parker

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 24	Apr 25 Early Voting 8am to 5pm	Apr 26 Early Voting 8am to 5pm	Apr 27 Early Voting 8am to 5pm	Apr 28 Early Voting 8am to 7pm	Apr. 29 Early Voting 8am to 5pm	Apr. 30 Early Voting 8am to 5pm
May 1	May 2 Early Voting 7am to 7pm	May 3 Early Voting 7am to 7pm	May 4	May 5	May 6	May 7 Election Day 7am to 7pm

* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

B. The Early Voting Clerk shall be Patti Scott Grey. The Early Voting Clerk may appoint such Deputy Early Voting Clerks as the Early Voting Clerk deems necessary. The Mayor is authorized to appoint the Election Judge, and take any other actions necessary to provide personnel to properly conduct the election.

SECTION 7. Applications for ballot by mail shall be requested from and mailed to the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069 by April 26, 2016. Applications for ballots by mail must be received no later than the close of business on April 26, 2016, at 7 P.M., unless the overseas deadline applies.

SECTION 8. The City Council of Parker, Texas does hereby appoint Cindy Meyer as election judge and Stephanie Casson as alternant judge for the election to be held on May 7, 2016. The City Secretary is hereby instructed to send notice of appointment to each election judge of their appointment for the election as stated above in accordance with Tex. Elec. Code Ann. §32.009.

SECTION 9. The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election.

SECTION 10. All Ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordered herein.

ADOPTED this 2nd day of February, 2016, by the City Council of the City of Parker, Collin County, Texas.

APPROVED:

Mayor Pro Tem Scott Levine

ATTEST:

City Secretary Patti Scott Grey

APPROVED AS TO FORM:

City Attorney James E. Shepherd

CITY OF PARKER
ORDER AND NOTICE OF GENERAL ELECTION
(ORDEN Y AVISO DE ELECCION GENERAL)

To the Registered Voters of Parker, Texas:
(A los votantes registrados del Parker Texas;)

An election is hereby ordered to be held on May 7, 2016 for the purpose to elect a Mayor and two (2) Councilmembers-at-Large.

(Por la presente se ordena que se llevara a cabo una eleccion el 7 de Mayo de 2016 con el proposito para elegir el alcalde y dos (2) miembro del concilio.)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 7, 2016, for voting in a general election, to elect a Mayor and two (2) Councilmembers-at-Large.

(Notifquese, por la presente, que las casillas electorales sitadas abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el 7 de Mayo de 2016 para votar en la Eleccion General para elegir el alcalde y dos (2) miembro del concilio.)

LOCATION(S) OF POLLING PLACES
(DIRECCION(ES) DE LAS CASILLAS ELECTORALES)

Precincts	Location	Address	City
“VOTE CENTERS”*	Parker City Hall	5700 E. Parker Road	Parker

* City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

(Ciudad los electores pueden votar en cualquiera de los adicionales elecciones dia votación centros abiertos bajo contrato completo de servicios con la administración de elecciones del Condado de Collin.)*

EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED EACH WEEKDAY AT
(LA VOTACION ADELANTADA EN PERSONA SE LLEVARA A CABO DE LUNES A VIERNES EN)

Polling Place*	Address	City
Collin County Election Office (Main Early Voting Location)	2010 Redbud Blvd., #102	McKinney
Parker City Hall	5700 E. Parker Road	Parker

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 24	Apr 25 Early Voting 8am to 5pm	Apr 26 Early Voting 8am to 5pm	Apr 27 Early Voting 8am to 5pm	Apr 28 Early Voting 8am to 7pm	Apr. 29 Early Voting 8am to 5pm	Apr. 30 Early Voting 8am to 5pm
May 1	May 2 Early Voting 7am to 7pm	May 3 Early Voting 7am to 7pm	May 4	May 5	May 6	May 7 Election Day 7am to 7pm

* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

(Ciudad los electores pueden votar en cualquiera de los lugares de votación anticipada adicionales abiertos bajo contrato completo de servicios con la administración de elecciones del Condado de Collin.)*

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:)

COLLIN COUNTY ELECTIONS ADMINISTRATION OFFICE

(Name of Early Voting Clerk) (Nombre del Secretario de la Votacion En Adelantada)

2010 REDBUD BLVD., SUITE 102, MCKINNEY, TEXAS 75069

(Address) (Direccion)

(City) (Ciudad)

(Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on April 26, 2016.

(Las solicitudes para boletas que se votaran en ausencia por correo debean recibirse para el fin de las horas de negocio el)
(date) (fecha) : de 26, Abril, 2016.

Issued this the _____ day of _____, 2016.

(Esitada este dia _____ de _____, 2016.)

Mayor Pro Tem Scott Levine

Firma Del Alcalde

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.



Council Agenda Item

Item 5
C Sec Use Only

Budget Account Code:	Meeting Date: February 2, 2016
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: January 27, 2016
Exhibits:	

AGENDA SUBJECT

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

SUMMARY

Kings Crossing 2 was recommended for approval January 28, 2016; subject to completion of the Birkhoff, Hendricks & Carter, LLP letter, dated January 21, 2016.

POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffy Flanigan</i>	Date:	1-29-16

PARKER BEDELL FARMS, LTD.

4925 Greenville Ave., Suite 1020

Dallas, Texas 75206

(214) 368-0238:Office

(214) 368-0812:Fax

January 27, 2016

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

Ref: Final Plat Kings Crossing Phase 2 – BHC Engineers Letter dated January 21, 2016

Dear Jeff:

We are in receipt of John Birkhoff's letter dated January 21, 2016, concerning final requirements for Kings Crossing Phase 2. Please be advised that we are in agreement with your engineer's recommendations and have taken steps to comply with the items listed in the letter. Specifically, our excavation contractor, Vilhauer Excavation, will be on site next week to address items 1 – 3, and plans to complete this work in less than 3 weeks. Additionally, we are committed to maintaining the erosion control devices. Our contractor Stormcon will be monitoring the erosion control on a regular basis and following any storm event, and will make repairs to these devices as necessary to keep them functional. We will also monitor the growth of the vegetation, providing additional seeding where required.

We request approval of the Final Plat and, prior to the filing of the Plat, will post surety with the City in an amount equal to 120% of the estimated cost of the outstanding work to be completed, in accordance with the Development Agreement.

Please contact me if you have any questions or additional concerns.

Sincerely,



Stephen L. Sallman
Manager

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DIREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

January 21, 2016

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

Re: Kings Crossing Phase II
Early Plat Approval

Dear Mr. Flanigan:

We visited the site on January 20, 2016 to determine if the addition has moved forward to the point of accepting the work for early plat recording. It is our opinion this addition is progressing to the point where early plat recording could be considered by the City, if the developer maintains the erosion control devices at the four outfall locations along Lewis Lane and throughout the addition until vegetation is established on the site. Erosion control and vegetation of the site is imperative to prevent pollution of the water if the US and the following items observed during our visit are immediately addressed:

1. Channels are ponding water at many locations throughout the addition. Channels need to be graded to the elevations shown in the construction plans and silt removed after each rain event.
2. The channel for drainage channel B do not match the typical section shown in the plans behind lots 6, 7 and 8 located along Westfield Drive. It appears storm water will spill over these lots as it cannot be contained in the constructed channel.
3. It was observed that deep cuts were taken along the west line of Lot 1 and Lot 14 along Holbrook Circle and at the end of Middleton Drive. It appears retaining walls will be required to maintain the near vertical cut and drainage channels will be required to prevent flooding of Lot 1 and 2 located along Holbrook Circle.
4. It appears seed was spread, but not tilled. Seed is just lying on the firmly compacted ground.

We recommend that the developer be notified of the observations made from our visit and that each item be address prior to the City issuing any building permits. For early plat approval by the City, the developer will need to submit a cost estimate to complete all work including items in this letter, plus 20 percent, as per the developer's agreement. All costing will need to be reviewed and accepted by the City Engineering.

We are available at your convenience to discuss any questions you may have with our observations.

Sincerely,

John W. Birkhoff, P.E.

DEVELOPMENT APPLICATION

City of Parker, Texas

Proposed Name of Subdivision: KING'S CROSSING PHASE 2

Plat Approval Requested	Filing Fee	Filing Fee
<input type="checkbox"/> Preliminary Plat	<u>\$800.00 + \$30/acre</u>	
<input type="checkbox"/> Site Plan	<u>\$300.00 + \$25/acre</u>	
<input type="checkbox"/> Replat/Amended	<u>\$500.00 plus \$15/lot</u>	
		<input checked="" type="checkbox"/> Final Plat
		<input type="checkbox"/> Minor Plat (5 acres or less)
		<input type="checkbox"/> Development Plat
		<u>\$800.00 + \$30/acre</u>
		<u>\$500.00 + \$100/lot</u>
		<u>\$300.00 + \$30/acre</u>

Physical Location of Property: South 4,500' of West Lucas Road and West of Lewis Lane
(Address and General Location - Approximate distance to the nearest existing street corner)

Brief Legal description of Property (must attach accurate metes and bounds description to application):
Ann S. Hurt Survey Abstract No. 428 (Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: 56.0995 Ac. Existing # of Lots/Tracts: 46 Lots Existing Zoning: PD Res. No. 2007-170
(If a PD, include the Ordinance with application)

Property Owner's Name: Parker Bedell Farms, LTD. Phone Number: 214-368-0238

Applicant/Contact Person: Steve Sallman Title:

Company Name: Parker Bedell Farms, LTD.

Street/Mailing Address: 4925 Greenville Ave. Suite 1020 City: Dallas State: Tx. Zip: 75206

Phone: 214-368-0238 Fax: Email Address:

Engineering Company: Westwood PS

Contact Person: Richard Hovas Title:

Street/Mailing Address: 2740 North Dallas Parkway Suite 280 City: Plano State: TX Zip: 75093

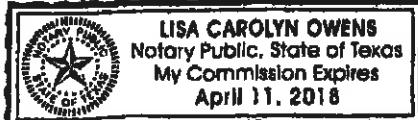
Phone: 214-473-4640 Fax: Email Address: Richard.Hovas@westwoodps.com

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

STATE OF TEXAS) (

COUNTY OF COLLIN) (

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



SUBSCRIBED AND SWORN TO before me, this the 18th day of December, 2015

Notary Public in and for the State of Texas:

Lisa C. Owens

Over

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

WAIVER OF EXPEDITION

I HEREBY WAIVE MY RIGHTS TO APPROVAL THROUGH LACK OF CITY ACTION ON THE ABOVE REFERENCED PLAT WITHIN THE TIME FRAMES SET FORTH IN 212.009, TEXAS LOCAL GOVERNMENT CODE AND I AGREE THE PLAT SUBMITTED WILL BE APPROVED ONLY BY AFFIRMATIVE COUNCIL ACTION.

APPLICANT:

Stephen J. Salter
(Signature)

Name: Stephen L. Sallman ^(Signature)

Title: Manager

Phone: 214-368-0238 Ext 223

Address: 4925 Greenville Ave

Suite 1020

Dallas, Tx 75206

Date: 12/18/15

Corporation; Partnership:

Individual: or

Other (describe)

Other (description)

CITY OF PARKER:
RECEIVED BY:

(Signature)

Title:

Date:

PARKER BEDELL FARMS, LTD.
4925 Greenville Ave., Suite 1020
Dallas, Texas 75206
(214) 368-0238:Office
(214) 368-0812:Fax

December 18, 2015

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

RECEIVED
DEC 21 2015
CITY OF PARKER

Ref: Kings Crossing Phase 2 – Final Plat Filing

Dear Jeff:

Attached is our Development Application for approval of the Final Plat for Kings Crossing Phase 2. Please note that the Application Fees are not attached, but the amount of the Fees should be applied to reimbursements due under the Development Agreement, a copy of which is attached. We have calculated the Application Fee as follows:

Base Fee	\$ 800.00
\$30/acre x 56 Acres =	<u>1,680.00</u>
Application Fee	\$ 2,480.00

We request that the Final plat be placed on the P & Z Agenda at the first meeting in January. The Development Agreement regulating development of Kings Crossing provides for the filing of the plat prior to 100% completion of the public improvements, provided that a surety is established by the Owner in the amount of 120% of the estimated cost of the outstanding work (see attached copy of para. 6.3 of the Development Agreement). The subdivision improvements have been completed with the exception of revegetation and placement of rip rap. Our engineer will provide an estimate of the cost of the remaining work for your review along with the required drawings. We will provide a Letter of Credit in the amount required, as we did for Kings Crossing Phase 1.

Please contact me if you require additional information to accommodate our request.

Sincerely,



Stephen L. Sallman



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

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.

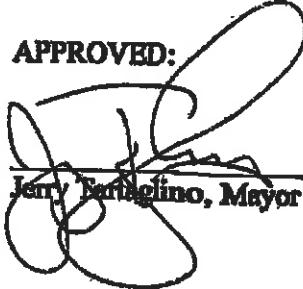
DULY RESOLVED by the City Council of the City of Parker, Texas on this
the 21st day of August 2007.



ATTEST:

Carrie L. Smith
Carrie L. Smith, City Secretary

APPROVED:


Jerry Nativelino, 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: 9-9-07

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, mgz.

Stephen L. Sallman

Its: Manager

Date: 9/6/07

WARNER CAPITAL, LLC,
a Texas limited liability company

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

Date: 9/6/07



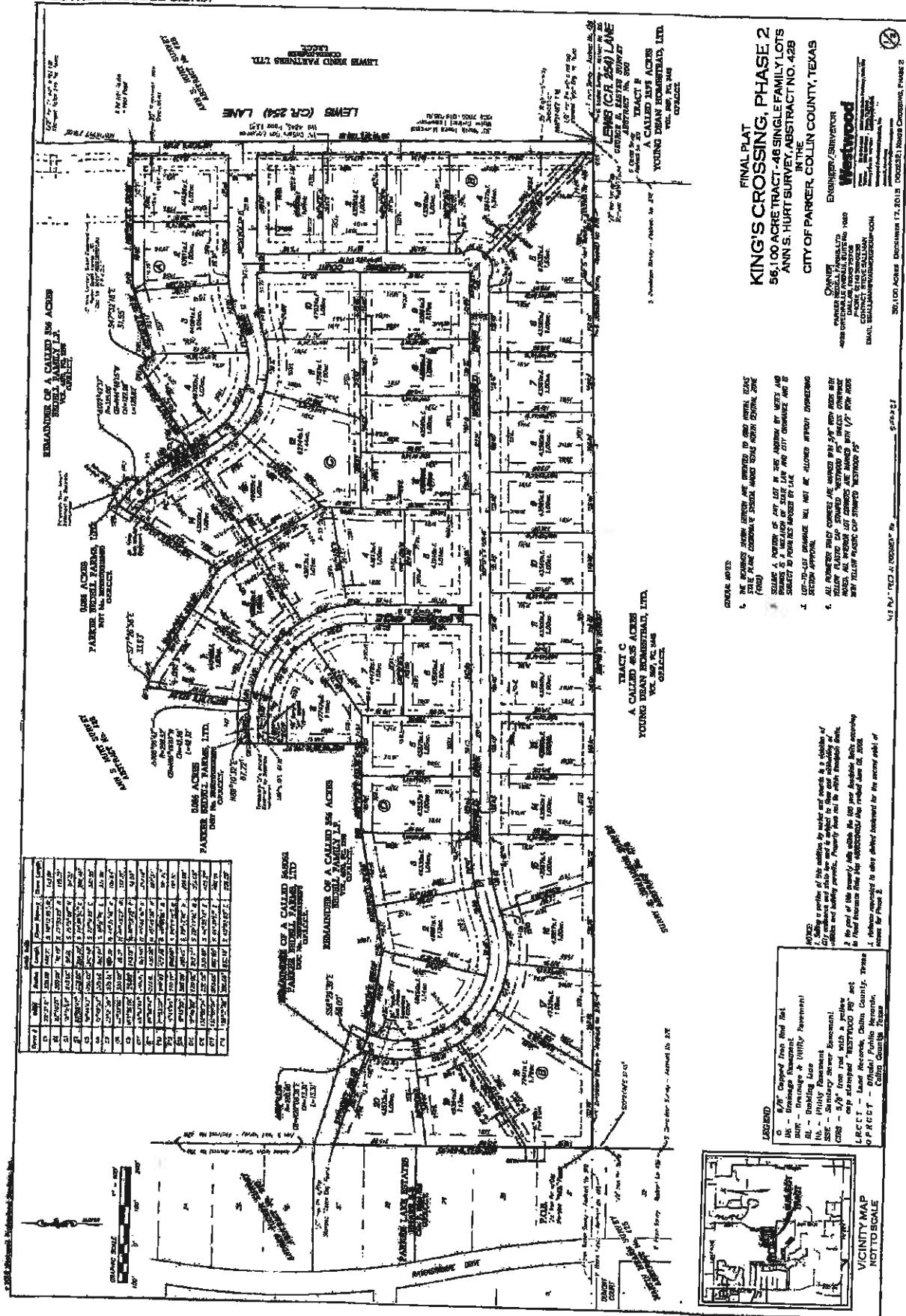
CITY OF PARKER, TEXAS

By:

Jerry Tartaglino
Jerry Tartaglino, Mayor

Date:

September 11, 2007





Council Agenda Item

Item 6
C Sec Use Only

Budget Account Code:	Meeting Date: February 2, 2016
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: January 27, 2016
Exhibits:	<ul style="list-style-type: none">1. Birkhoff, Hendricks & Carter, LLP letter, dated January 21, 20162. Haynes Response3. Birkhoff, Hendricks & Carter, LLP letter, dated January 25, 2016

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FINAL PLAT FOR SOUTHRIDGE EAST. [FLANIGAN]

SUMMARY

The Planning and Zoning Commission recommended approval on January 28, 2016; subject to the Developer's letter attached and working with Birkhoff, Hendricks & Carter, LLP on erosion control methods.

POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	1-29-16

Haynes Development Company



January 27, 2016

Planning and Zoning Commission and City Council:

John Birkhoff has reviewed the subdivision and we agree with all his comments.

Due to the unusually wet spring, fall and winter (50% more rainfall than normal fell last year) and the fact the subject site is very flat which causes water to not run off for days, we have not been able to come back and complete fine grading after the gas, electric, telephone and cable companies have installed their lines in October – January. In fact, it was so wet that the installation of these items took three times longer than they projected. Therefore, we have not been able to fine grade the bar ditches and parkways to the level we would like as the soil is so saturated from these recent rains and the constant flow of water in the bar ditches.

Currently, our engineers have certified that grading is 95%, or “substantially complete” (within approximately +/- 3 inches of tolerance) and in accordance with the approved plans. In addition, the bar ditches are functioning as the plans called for as evidenced by the way they have handled the substantial rains we have had over the past 3 months.

Therefore, we would like to propose a plan to fine grade the bar ditches in Southridge East and sod the bar ditches as homes are completed. In the meantime, to address the City’s concerns about “standing water” we propose to hand rake and fill any areas where ponding occurs. Even if the bar ditches were perfect today there is no doubt that by the time houses are built and driveways are installed that the ditches will be well outside a +/- .1’ tolerance anyway. Without the final step of sodding the ditches and parkways after they are fine graded and the houses are built, they will not stay within the tolerance required and needed.

Attached is a proposal from our contractor to fine grade the bar ditches, parkway and some of the lots. The attached proposal from our contractor states this is expected to cost \$11,500. We would like to propose escrowing with the City over twice this amount to insure the plan outlined below is adhered to.

Proposed Plan

1. Developer proposes to escrow \$25,000 with the City of Parker for the purpose of:

- a. Assuring the City that the finished bar ditch grades are correctly set by the surveyor of record at the completion of each home by the builder.
- b. Assuring the City that the developer and builder maintain proper SWPPP procedures and maintenance throughout the building process. This will include repair to silt fences and removal of any silt that might build up behind silt fences and rock check dams.
- c. Assuring the City that as the builder completes each home fine grading of the parkways and bar ditches is done properly and subsequently sodded.
- d. Assuring the City that the builder will construct driveway culverts at the proper elevation as per the subdivision engineering plans.

2. The builder (Chesmar Homes) will be required to cause its surveyor to comply with elevations shown on the Engineering Plans to set all drive way culverts and final grades for the parkway and bar ditches. Once the driveway culvert is built and the bar ditches have been fine graded and sodded, the Engineer of Record will come back and confirm that these have been built as per the approved engineering plans. This shall be done as a condition of receiving a Certificate of Occupancy for every home.

3. Each homeowner shall be responsible for maintaining the bar ditches on or adjacent to their property. To insure that this is done the developer and builder shall establish an HOA for the community, which shall have ultimate power over this aspect of the community. The HOA shall maintain a fund to make repairs as needed if the homeowner does not and have the power to back charge the respective homeowner that is negligent in maintaining these. Therefore, the HOA can timely maintain and make repairs as needed. Such repairs shall also include maintaining the check dams and removal of any siltation that may occur after the subdivision is built out.

4. The CC&R's state that homeowners are barred from doing anything within the bar ditches that might impede the proper flow of storm water. This can be enforced both by the City of Parker and by the HOA.

5. Once the Engineer of Record has certified that all bar ditches and driveway culverts have been properly graded and built the City shall return the escrow deposit back to the developer.

Sincerely,



Ronald N. Haynes, Jr.
President



1651 N. Glenville Drive, Ste 208
Richardson, Texas 75081
214.221.9955
Fax 214.340.3550

February 21, 2015

Jeff Flanigan
City Administrator
5700 E. Parker Rd.
Parker, TX 75002

RE: Certification of Substantial Completion for the Grading Improvements
Southridge East Addition
Collin County
Parker, Texas

Dear Jeff:

The Grading Improvements for Southridge East are 95% substantially complete. To the best of my knowledge the project has been constructed in accordance with the approved plans and specifications.

If you have any questions or require any additional information, please feel free to call me at (214) 221-9955.

Sincerely,
Petitt Barraza LLC
TBPE Firm Registration No. 1488

Robert D. Petitt, Jr., P.E.

Proposal

From:  **BRAZOS VALLEY CONTRACTING CO.**
P.O. Box 154039 * Waco, Texas 76715
Office (254) 875-2552 Fax (254) 875-2593
e-mail: brazoscc@yahoo.com

Proposal **1**
Date **1/22/2016**

To: **Haynes Development**
8214 Westchester, Suite 650
Dallas, Tx 75225

Submitted: Ron Haynes

For: **Southridge Phase 3**
Parker, TX

Fine Grading

Item	Item Description	Quantity	Unit Price	Amount
1	Ditches	15,000	SY \$ 0.50	\$ 7,500.00
2	Lots	20	EA \$ 200.00	\$ 4,000.00
			TOTAL \$	11,500.00

Note: In Dry Months

Exclude: Erosion Control
Import-Export Fill
Placement Of Topsoil
Hazardous Waste Removal

Testing
Storm Water Run-Off Expense
Inspection Fee

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Brazos Valley Contracting Co.

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
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.

January 25, 2016

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

Re: South Ridge Addition

We have reviewed the email response on escrowing money in lieu of immediate action on completing final grading and vegetation of the site and removing ponding of water in the drainage ditches. If the final grading of the ditches is left to construction of homes, the completion of this project will be hit and miss as some homes will be delayed and other lots not sold for extended periods of time. The developer states he has seeded the incomplete work and it will be difficult to maintain with the clumps in the parkways and standing water in the channels. Standing water in the channels will create a condition for accelerated mesquite breeding.

The surface of the area regardless of grade will rapidly dry out with sun and wind. This will allow light-weight equipment to complete the work. In place of light weight equipment, laborers could be utilized to final rake the parkways and to remove silt build up in the channels. Other developments in Parker have been able to accomplish completion of their projects under the same conditions on relatively flat grades.

Conditions as they are, without erosion control at the top of bank and at intermediate locations in the channels will allow further silt build-up. The site must be graded with proper erosion control measures in place to prevent silting and pollution of the waters of the US.

The proposal from their contractor only covers fine grading of the channel and parkways. It does not include erosion control nor does it cover the solid sodding that was stated in their response or any other kind of vegetation to be established. The proposal basically puts off finished work to the home builder.

If the City is considering the proposal, I recommend that at a minimum the parkways be fine graded and grass established as soon as possible. It is our opinion, that this can be completed with laborers working from the pavement. Silt fence to be furnished and installed across the channel at each lot line and be maintained after each storm event. Silt fence shall remain in place at lot lines until the lot upstream and downstream are completed and vegetation established. To minimize erosion into the ditches, the lot side of the channel should have silt fence furnished installed and maintained at the top of bank of each undeveloped lot. At locations where water is ponding creating health hazards the ponding shall be immediately remediated by the developer during the buildout of the homes.

We are available at your convenience to discuss any questions you may have with our review and recommendations.

Sincerely,



John W. Birkhoff, P.E.

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
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.

January 21, 2016

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

Re: Southridge Estates Addition East
Punch List

Dear Mr. Flanigan:

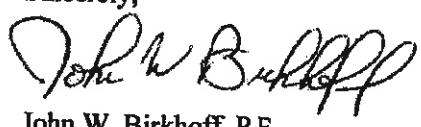
We visited the site on January 20, 2016 to determine if the addition was complete. It is our opinion this addition is not complete. The following item were observed and need to be addressed:

1. Channels are ponding water at many locations throughout the addition. Channels need to be graded to the elevations shown in the construction plans.
2. Channels have silt built up that needs to be removed and the channels need to be maintained after each storm event to prevent pollution of the waters of the US. This must be an ongoing process to keep channel grades as designed, until vegetation holds the soils in place.
3. The parkways and channels have not been final graded. The existing areas are uneven, have large clumps. It appears no finishing equipment was utilized for the final grading prior to commencing the establishment of vegetation.
4. Vegetation has not been established. If seeded, the mix must meet NCTCOG specifications and be 100 pounds of Rye per acre combined with unhulled Bermuda at 20 pounds per acre.
5. Within the right of way there exist debris containing steel post and wood at various locations. Final site cleanup needs to occur.
6. Of note the pads were fine graded and vegetation has been established.

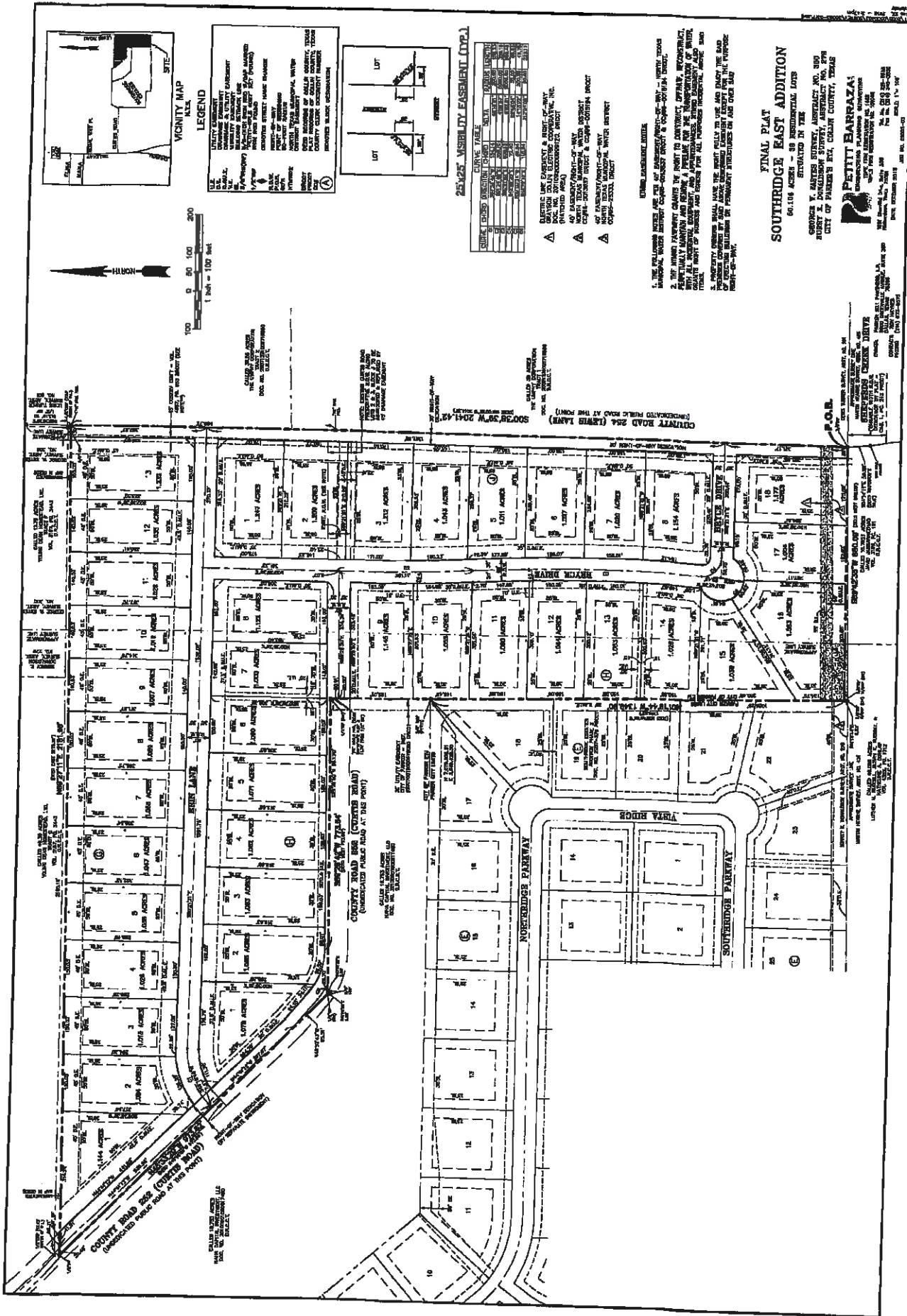
We recommend that the developer be notified of the observations made from our visit and that each item be address prior to the City Council accepting the project.

We are available at your convenience to discuss any questions you may have with our observations.

Sincerely,



John W. Birkhoff, P.E.





Council Agenda Item

Item 7
C'Sec Use Only

Budget Account Code:	Meeting Date: February 2, 2016
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: January 27, 2016
Exhibits:	1. Birkhoff, Hendricks & Carter, LLP letter, dated January 19, 2016 2. December 10, 2016 P&Z Minutes

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PRELIMINARY PLAT
FOR KINGS CROSSING 3. [FLANIGAN]

SUMMARY

Planning and Zoning (P&Z) Commission recommended approval of the Preliminary Plat at the December 10, 2015 P&Z meeting; subject to completing Birkhoff, Hendricks & Carter, LLP punch list and renumbering some lot numbers.

POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	1-29-16

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

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JOHN W. BIRKHOFF, P.E.
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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.

January 19, 2016

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

Re: Kings Crossing – Phase 3

Dear Mr. Flanigan:

As requested, we have reviewed the Preliminary Plat and Engineering Plans for the Kings Crossing Phase 3, dated January 8, 2016. We received these plans from Westwood Professional Services on January 11, 2016.

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:

Preliminary Plat Comments

1. Water line easement required where water line is shown outside Lewis Lane ROW.

Storm Plan Comments

2. Manning's roughness coefficient used of 0.030 signifies a well maintained channel. While this may be the intent of the channels along the individual lots (please confirm), is there a maintenance agreement that will regularly maintain the channel along Lewis Lane as well.
3. Provide the previously submitted drainage report that included this phase. The previous phase that was submitted with the report included calculations regarding valley storage. It is unclear if those calculations included the proposed grading with this phase. The proposed plans show fill in several areas of the floodplain but does not address any valley storage loss. It appears that a pond is being filled in with this grading as well, clarify if this was also part of the previous drainage study.
4. Label the velocities in the creek being discharged into.
5. Minimum channel velocity is 2 fps. Maximum discharge velocity from a culvert is 8 fps.

Mr. Jeff Flanigan
City of Parker
January 19, 2016
Page 2 of 2

Utility Plan Comments

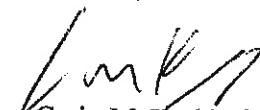
6. Provide a 0.1-foot drop across proposed manhole connections.

Details Comments

7. Provide a geotechnical report.
8. Remove notes 2 and 3 from the cover sheet regarding filling in low areas.

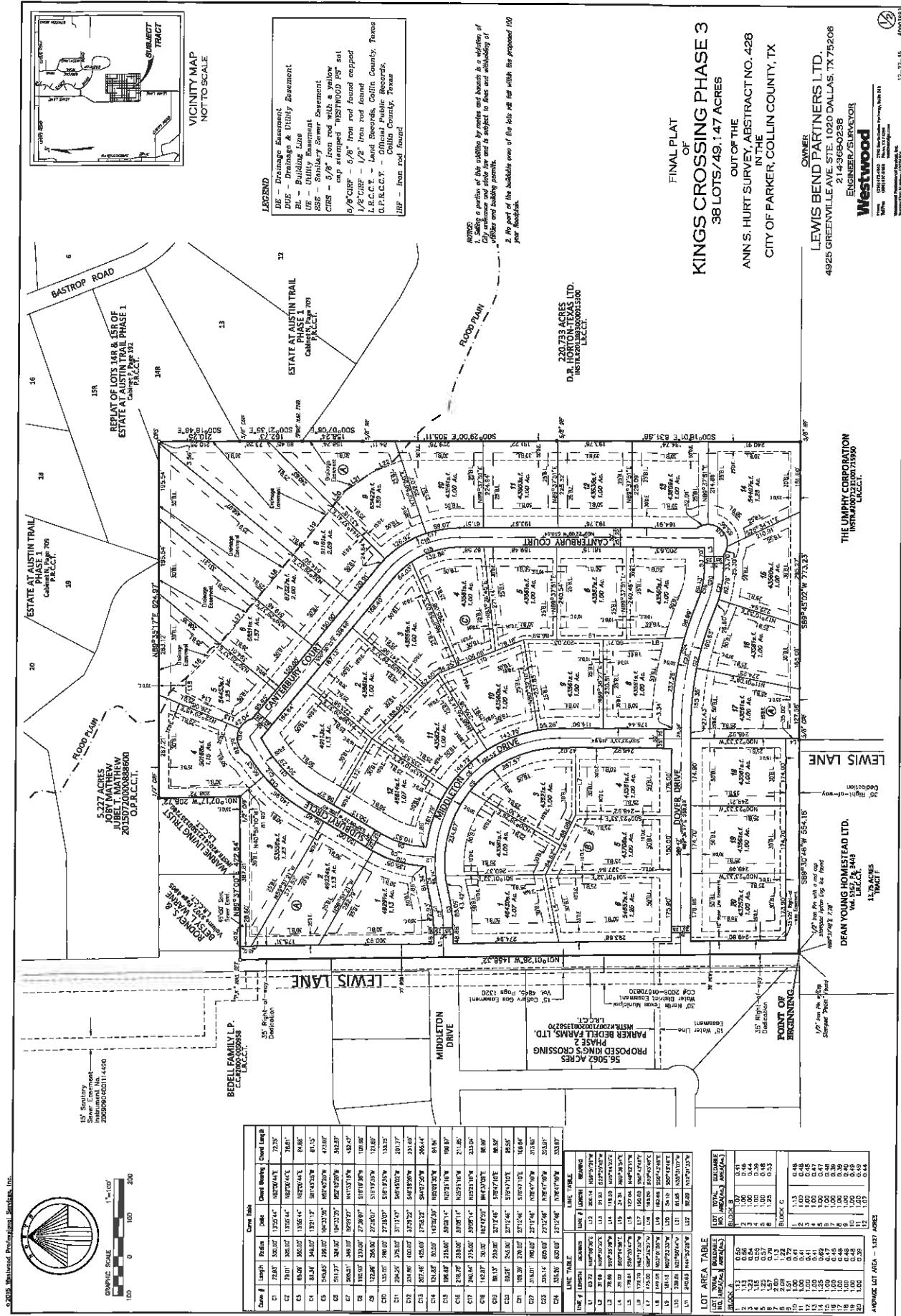
The plans provided for our review have been marked-up to represent the comments above and are attached with this letter. We are available to discuss our review comments further at your convenience.

Sincerely,



Craig M. Kerkhoff, P.E.

Enclosures



MINUTES
PLANNING AND ZONING COMMISSION MEETING
December 10, 2015

CALL TO ORDER – Roll Call and Determination of a Quorum

The Planning and Zoning (P&Z) Commission met on the above date. Chairperson Wright called the meeting to order at 7:00 p.m. Mr. Wright stated Commissioner Leonard Stanislav was not present and then reminded everyone Mr. Stanislav had resigned and P&Z Commission appointments were made. The P&Z Commission was short a voting member tonight, so Chairperson Wright asked Alternate Two David Leamy to be a voting member. P&Z Member Leamy agreed.

Commissioners Present:

✓ Chairperson Wright	Alternate Cassavechia
✓ Commissioner Lozano	✓ Alternate Leamy
✓ Commissioner Jeang	✓ Alternate Douglas
✓ Commissioner Raney	
Commissioner Sutaria	

Staff/Others Present:

✓ City Administrator Flanigan

PLEDGE OF ALLEGIANCE

The pledges were recited.

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

No comments.

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR NOVEMBER 12, 2015.

MOTION: Commissioner Leamy moved to approve the minutes as presented. Commissioner Lozano seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON KING CROSSING PHASE 3. (EXHIBIT – KING CROSSING PHASE 3)

Chairperson Wright asked City Administrator Flanigan to update the P&Z Commission. Mr. Flanigan reviewed the item, stating King Crossing Phase 3 was formerly part of the development agreement referred to as the Bedell Tract in the NE corner of Parker. A plat and letter from the City Engineer were provided, noting two (2) plat related issues and other construction related issues. The two (2) preliminary plat issues needed to be addressed along with the drainage, prior to going to the City Council. Most of the other issues were already completed or in the process. Mr. Flanigan said he had the Developer and the Developer's Engineer present to answer any questions. Commissioner Lozano pointed out that the plat and the location map did not match. The NW corner was not notched out; it appeared to be a rectangle on the location map. Block A was mislabeled 50, 46, 49, 48 and should be 11, 12, 13, 14. The developer said the plat comments would be corrected by the next day, including the waterline easement. City Administrator Flanigan said our City Engineer would not allow construction to start until all the issues were addressed.

MOTION: Commissioner Leamy moved to recommend approval of the preliminary plat of King's Crossing Phase 3, with the noted notched area change to the subject tract on the location map; the renumbering of Block A from 50, 46, 49, 48 to 11, 12, 13, 14; and all engineering punch list items corrected. Commissioner Jeang seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON DONIHOO FARMS PHASE 1. (EXHIBIT – DONIHOO FARMS PHASE 1)

Chairperson Wright asked City Administrator Flanigan to update the P&Z Commission on the drainage plan and other issues. Mr. Flanigan said he received a letter, stating Donihoo Farms Phase 1 addressed all items from the City Engineer's comments. All easements will be provided to the city prior to construction. The engineer will review the comments and the rest of the items were construction related and would be addressed prior to a pre-construction meeting. The Developer and Developer's Engineer were present if there are any questions.

MOTION: Commissioner Leamy moved to recommend approval of Donihoo Farms Phase 1, with the provision City Engineer Birkhoff approves all the corrections to the questions. Commissioner Jeang seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE RESERVE OF SOUTHRIDGE. (EXHIBIT – THE RESERVE OF SOUTHRIDGE)

Chairperson Wright asked City Administrator Flanigan to update the P&Z Commission. After some discussion Chairperson Wright asked for a motion.

MOTION: Commissioner Raney moved to recommend approval of The Reserve of Southridge Preliminary Plat, subject to the following:

1. The right-of-way for the extension of new FM 2551 through the 7 acre parcel will be dedicated at no cost at the City's direction in accordance with an instrument acceptable to the City Attorney;
2. A maintenance agreement for the pond on the 7 acres with language acceptable to the City Attorney will be executed by the owners of the Reserve and the 7 acre tract;
3. The owners of the Reserve will file an application for annexation of the Reserve by the City; and
4. Additional r.o.w. will be dedicated for Curtis Drive on the 7 acre tract at the City's direction in accordance with an instrument with language acceptable to the City Attorney;
5. Landscaping and including trees (3" trees / 30' apart) be added behind three (3) homes on the eastside of the North/South four lane;
6. A Letter of Map Revision (LOMR) filed with Federal Emergency Management Agency (FEMA) to formally revise the effective Flood Insurance Rate Map (FIRM);
7. A fifteen-foot (15') variance along Curtis Lane, instead of the full thirty-foot (30') dedication, on the northern part of the subdivision tract;
8. A construction entrance off of F.M. 2551 (be shown on the construction drawing) to minimize the impact to Curtis Lane; and
9. Completion of the items in John Birkhoff's letter.

Annexation will occur when the plat is approved. If they want Police and Fire services, they will annex before any homes are built.

Commissioner Leamy seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

ROUTINE ITEMS

5. FUTURE AGENDA ITEMS

No Future Agenda Items at this time.

6. ADJOURN

Chairperson Wright adjourned the meeting at 7:29 p.m.



Minutes Approved on 6th day of January, 2016.



Chairman Russell Wright

Attest:



Debbie Raney
Commission Secretary Raney



Patti Scott Grey
Prepared by City Secretary Patti Scott Grey

Exhibit(s):

- A - King Crossing Phase 3
- B - Donihoo Farms Phase 1
- C - The Reserve of Southridge



Council Agenda Item

Item 8
C Sec Use Only

Budget Account Code:	Meeting Date: February 2, 2016
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: January 29, 2016
Exhibits:	See attached Plat.

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FINAL PLAT OF
RIGHT OF WAY DEDICATION, OF CURTIS ROAD IN THE AREA BETWEEN THE
SOUTHRIDGE AND SOUTHRIDGE EAST SUBDIVISIONS. [FLANIGAN]

SUMMARY

Southridge East Addition was required to do offsite road improvements, the road improvements were on a county road and the City needed additional R.O.W. The developer acquired the necessary right-of-way from the two property owners, on the condition they would construct the road and the R.O.W be dedicated to the City of Parker.

POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Jeffy Flanigan</i>	Date:	1-29-16

CITY COUNCIL
FUTURE AGENDA ITEMS

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
2016			
TBD	Create a comprehensive zoning ordinance review committee Discuss what materials may be transported through the City	Council Pettle	discussion requested 3/17 discussion
TBD	Annual Codification Supplement	C'Sec	February
TBD	2015-2016 City Fee Schedule		Removed from 12082015 Agenda
Jan., Apr., July., Oct.,	Republic Waste Report		REQUIRED PER ORDINANCE AND AGREEMENT.
February 16, 2016	Reserve of Southridge	Flanigan	If 02282016 P&Z Approval
February 16, 2016	Trash Contract	Shepherd	Waiting on Provider final version - 1/26
February-March	Atmos Energy Franchise Agreement	Flanigan	Not ready per Shepherd - 1/26
March 1, 2016	Proclamation - Retired Competitive Artistic Gymnast Valeri Luikin	Marshall	
March 30, 2016	Collin County Election Contract	City Secretary	Annual
March-April	Moss Ridge Drainage	Flanigan	11/10 Annual Planning Session
March-April	Charter Committee	Flanigan	Added 12/04/2015
March-April	Board Appointment Res. 2013-433 Update	Flanigan	
March-April	Subdivision Revisions	Shepherd	

CITY COUNCIL
FUTURE AGENDA ITEMS

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
April-May	Weather Station w/Water Consultant	Flanigan	11/10 Annual Planning Session; added comment 2016 1112
May 1, 2016	ASSC Annual Membership Dues	Finance	Annual membership fee
June 1, 2016	Appointment of Court Officials	Resolution	Resolution 2014-445
June 1, 2016	Canvass May Election	City Secretary	Annual
June 1, 2016	Newsletter Committee	City Secretary	Resolution 2014-437
June 1, 2016	Appointment of Contract Review Committee	Resolution	every two years coincides with Mayor's term