



## AGENDA

### CITY COUNCIL MEETING

**MARCH 15, 2016 @ 5:30 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, March 15, 2016 at 5:30 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

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

**EXECUTIVE SESSION 5:30 P.M. TO 7:00 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. Government Code Section 551.074 Personnel and 551.071 confidential legal advice—To deliberate the appointment, employment, evaluation, compensation, and/or duties, of the Police Chief and supervisory officials of the Police Department.
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

#### **PLEDGE OF ALLEGIANCE**

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

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

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

## PROCLAMATION

PRESENTATION RECOGNIZING PARKER RESIDENT, OLYMPIC GOLD MEDALIST AND 2016 USA GYMNASTICS HALL OF FAME RECIPIENT, VALERI VIKTOROVICH LIUKIN. [MARSHALL]

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

4. APPROVAL OF MEETING MINUTES FOR FEBRUARY 29, 2016. [SCOTT GREY]
5. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, POLICE AND WEBSITE

## INDIVIDUAL CONSIDERATION ITEMS

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON IMPACT FEE PROPOSAL AND COST INFORMATION. [FLANIGAN]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ENGINEERING CONTRACT RESOLUTION NO. 2016-504. [SHEPHERD]

## ROUTINE ITEMS

8. FUTURE AGENDA ITEMS
9. 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 March 11, 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](http://www.parkertexas.us).

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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.



## Proclamation

**WHEREAS**, Valeri Viktorovich Liukin is a retired competitive artistic gymnast, who competed for the former Soviet Union; and

**WHEREAS**, a 1988 Olympic Champion in the team competition and individually on the horizontal bar and an Olympic silver medalist in the all-around and the parallel bars; and

**WHEREAS**, Liukin is the first man to do a triple back flip on floor and both a layout Tkatchev and a Jaeger with full twist on high bar; and

**WHEREAS**, he moved to the United States and became a U.S. citizen in 2000; married Anna Kotchneva; coached his daughter, 2008 Olympic Gold Medalist Nastia Liukin; is co-owner of the World Olympic Gymnastics Academy; and a Parker, Texas, resident; and

**WHEREAS**, on December 15, 2015, it was announced that Valeri Liukin had been inducted as a 2016 class of the USA Gymnastics Hall of Fame; and

**WHEREAS**, the City of Parker, Texas, wishes to honor Valeri Liukin for his many accomplishments;

**NOW, THEREFORE**, I, Z Marshall, Mayor of the City of Parker, Texas, do hereby proclaim and urge all our citizens in our community to recognize the outstanding achievements of Valeri Liukin who, in distinguishing himself has brought honor and credit to his family, his friends, and his city.

**PROCLAIMED**, this 15th day of March, 2016.

A handwritten signature in black ink, appearing to read "Z Marshall, Mayor". It is positioned above a horizontal line.





## Council Agenda Item

Item 4  
C'Sec Use Only

Budget Account Code:	Meeting Date: March 15, 2016
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: March 9, 2016
Exhibits:	1. Proposed Minutes

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR FEBRUARY 29, 2016. [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](mailto:PGrey@parkertexas.us) prior to the City Council meeting.

### POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	3/10/16
City Attorney:		Date:	
City Administrator:		Date:	3/10/16

**MINUTES**  
**CITY COUNCIL MEETING**  
**FEBRUARY 29, 2016**

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

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

Mayor Marshall called the meeting to order at 6:02 p.m. Council members Levine, Pettle, Standridge, Stone 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, Fire Chief Mike Sheff, Assistant Fire Chief Mark Barnaby, and Police Captain Kenneth Price

**EXECUTIVE SESSION 6:04 P.M. TO 7:00 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. Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, compensation, and/or duties, of the supervisory officials of the Police Department

Mayor Marshall recessed the special meeting at 6:02 p.m.

2. RECONVENE REGULAR MEETING.

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

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

No action was taken.

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Cindy Meyer led the pledge.

TEXAS PLEDGE: Assistant Fire Mark Barnaby 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.

Praveen Madadi, 6002 Southridge Parkway, spoke in opposition to the February 16, 2016 approval of the Preliminary Plat for Reserve of Southridge. Mr. Madadi said he bought his home in August 2014 and he was aware Curtis Lane would join FM 2551. Now, he understood there would be a road running straight toward his back yard, which raised safety and privacy concerns. Mayor Marshall asked Mr. Madadi to meet with City Administrator Flanigan after the meeting.

**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 FEBRUARY 2, 2016. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR FEBRUARY 16, 2016. [SCOTT GREY]

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

**INDIVIDUAL CONSIDERATION ITEMS**

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON IMPACT FEES. [BIRKHOFF]

Mayor Marshall asked Municipal Engineer Birkhoff to come forward and present his report. Mr. Birkhoff stated his name and firm's address, 11910 Greenville Ave., Suite 600, Dallas, Texas, for the record. Mr. Birkhoff spoke extensively about Impact Fees. First, a little history, Impact fees were established by Senate Bill 336 in 1987. In the beginning their purpose was to replace a number of fees cities charged such as Capital Recovery Fees, Development Fees, and Front Footage Assessments with fees being in varying amounts. Initially, those fees were charged to developers and could get quite costly, so the development community went back to Austin, Texas, requesting something more uniform to do away with the city's arbitrary fees. The law set a procedure to calculate the fee in a more equitable way. After several revisions, the law was changed so the fees were charged to home builders at the time of building permits. Impact fees are charged to new development in the Capital Improvement Plan (CIP), as they have an impact on the various city systems, water, sewer, and/or roadway systems, buying into the entire system for service. The law had three (3) components: land use plan, which needed to be in place; impact fee for a capital improvements program, which needed to be place; and fee assessment. There were several steps, including newspaper ads, public hearings, and various responsibilities of planners, engineers, and city administrators. Impact fees were used for new capital improvements, thus not for repair or operation and maintenance of existing facilities. Although you can recapture certain monies. Surrounding cities had or do have impact fees, the City of Parker could gauge how the market was affected in those cities. Impact fees were a source of revenue to be reviewed at least every five (5) years, at which time they may be extended for an additional five (5) years, if there are no changes. Also, once a year a written certification of compliance

verifying compliance must be submitted to the State Attorney General prior to the last day of the fiscal year.

After some discussion, Mayor Marshall asked City Administrator Flanigan and City Engineer Birkhoff to get together and to prepare an Impact Fee proposal with cost information for the next City Council meeting. Mr. Birkhoff gave City Council a handout, *Impact Fees and Exactions*. (See Exhibit 1.). He said it was not entirely up-to-date, but he felt it would be beneficial.

#### 4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ENGINEERING CONTRACT RESOLUTION NO. 2016-504. [FLANIGAN]

Mayor Marshall reviewed the item stating, the City advertised for Request for Qualifications (RFQs) for professional engineering services; received eight (8) responses; and council approved a subcommittee, consisting of Mayor Z Marshall, Councilmember Stone, City Administrator Jeff Flanigan, and Parker Resident James Threadgill, with City Attorney Jim Shepherd attending as legal counsel; to analyze the proposals. He said he was unable to be directly involved, but the others made a unanimous recommendation to the subcommittee. He met with the subcommittee and City Attorney Shepherd and the recommendation was to continue to retain Birkhoff, Hendricks, and Carter, LLP Professional Engineers. Council had a contract Mr. Shepherd and Mr. Birkhoff worked on for approval. The Contract Committee met briefly prior to the meeting and there were some questions that came out of that meeting. He asked City Administrator Flanigan if he had anything to add. Mr. Flanigan said he thought the Mayor covered everything.

MOTION: Mayor Pro Tem Levine moved to accept the recommendation of the engineering firm, Birkhoff, Hendricks, and Carter, LLP. He noted there were issues with the contract, but they were not substantive, more stylistic, and those issues needed clarification. He asked that the City Attorney and City Engineer meet, work out the changes, and bring the contract back with the resolution for execution.

Mayor Marshall asked Mayor Pro Tem Levine to restate his motion. Mr. Levine stated his motion was to accept Birkhoff, Hendricks, and Carter, LLP, as the engineering firm, subject to appropriate contracting. Councilmember Stone seconded.

Councilmember Pettle asked how Council would address the issues. Mayor Pro Tem Levine asked if he should review the issues. Councilmember Pettle said he could or Council could accept the contract and allow the Contract Committee, Mr. Shepherd, and Mr. Birkhoff to meet and make corrections. Mr. Levine said he could quickly frame the issues. There needed to be clarification of the rates, so everyone understood they were hourly rates. There was a little confusion the way the contract was drafted. Section Part II: Exclusions needed clarification. The rest of the issues were grammatical.

Mayor Marshall noted Council had a motion and second to approved Birkhoff, Hendricks, and Carter, LLP, as the engineering firm, subject to a satisfactory contract negotiations. The contract for engineering services would be revised and returned to City Council for approval.

Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PURCHASE OF SUV FOR FIRE DEPARTMENT. [SHEFF]

Fire Chief Sheff reviewed the item stating, the fire department currently utilized two (2) Sport Utility Vehicles (SUVs) in its fleet, which included, 1) a 2015 Tahoe (Tac 811), equipped with command and control software on its laptop computer operated as a command vehicle at fires and other emergencies or as a general response vehicle as needed; and 2) a 2005 Explorer, with no laptop (Tac 812) operated as a general response vehicle. The Explorer was inoperative with electrical problems and was out-of-service, experiencing frequent repairs and recurring electrical, which rendered the vehicle's condition unreliable and potentially unsafe to drive.

The department wanted to replace the 2005 inoperative Explorer with a new 2016 Ford 4X4 F-250 crew cab, gasoline pickup, estimated at \$33,000 with decaling. The vehicle would seat four occupants similar to the Explorer, but would provide greater utility with its ability to transport more fire personnel and both medical and firefighting equipment. The vehicle would be purchased through a purchase cooperative. The radio and emergency warning devices were in good condition and valued at over \$5,000. They would be removed from the Explorer and transferred to the pickup. The department had sufficient funds available from past fundraisers to purchase the vehicle and still have monies for future capital items and for training and equipping personnel. The Explorer would be auctioned off through Rene' Bates Auctioneers, Inc., McKinney, Texas.

A new replacement vehicle would benefit the city and its citizens by transporting paramedics and EMTs to medical emergencies, additional command staff and/or firefighters to major incidents, or would be utilized by department personnel conducting non-emergency department business.

Mayor Marshall asked if the 2005 Explorer had any residual value. Chief Sheff said yes, approximately \$2,500, which would be given back to the City after auction.

Councilmember Standridge asked if auctioning off the vehicle was the best way to dispose it and whether the monies would be used toward the new vehicle or would come back to the City. City Administrator Flanigan said he was not completely familiar with this particular vehicle and would need to do a little research. City Attorney Shepherd said auctioning of the vehicle would probably be the best way of disposal; it would solve the City's problem of properly advertising. This was how most cities would dispose of this type of equipment.

Mayor Pro Tem Levine asked why a 4X4 and why a gasoline, rather than a diesel engine. Fire Chief Sheff said the 4X4 was for occasional inclement weather, "ice", needs and the gasoline engine was less expensive for what the department needed.

MOTION: Councilmember Standridge moved to approve purchase of a new 2016 Ford 4X4 F-250 crew cab gasoline pickup not to exceed \$33,000 with Parker

Volunteer Fire Department Fundraising money, while the inoperative 2005 Explorer (TAC 812) would be auctioned. Councilmember Taylor seconded.

Mayor Pro Tem Levine asked Finance/H.R. Manager Boyd if she would prefer this transaction be completed through the Fire Department or the City's Budget then reversed. Ms. Boyd said she had access to both budgets; although, she felt it would be better for the Fire Department to handle it.

Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

## 6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON BOARDS AND COMMISSIONS MEMBERSHIP RESOLUTION NO. 2016-505. [FLANIGAN]

Mayor Marshall said he requested Councilmember Pettle and City Administrator Flanigan review the City's existing Resolution No. 2013-433 (*Boards and Commissions Membership Selection*) (*Repealing Res. 2011-348*) and recommend changes. The Mayor thanked them both for their diligent efforts.

Councilmember Pettle noted a couple of corrections, Resolution No. 2016-505, Section 3., Qualification Process., 2) should read, "Staff will present qualified candidates to each Board if requested to Council." and in Section 4. The dash should be removed and the "A" in after should be lower case, as follows:

### SECTION 3. Qualification Process.

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

### SECTION 4. Officer Appointment Process. Council will appoint Board Officers ~~After~~ after seeking input from existing Boards or Commission members, if possible.

Councilmember Pettle gave a brief synopsis of the recommended changes.

Mayor Marshall encouraged Parker residents to get involved, making a more transparent government.

**MOTION:** Councilmember Stone moved to approve Resolution No. 2016-505 (*Boards and Commissions Membership Selection*) (*Repealing Res. 2013-433*). Councilmember Taylor seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 734, APPROVING THE 2016 CITY FEE SCHEDULE. [FLANIGAN]

City Administrator Flanigan said the City reviewed its “Fee Schedule” every year with City Staff comparing our fees to neighboring cities. Mr. Flanigan noted changes to page 4 of the City of Parker, Fee Schedule, as follows:

Public Works Inspection/Engineering Plans/Legal Review (50% Water/50% City)	5% of total construction costs
Zoning Variance Request	\$600.00

The only other fee changes were fees City Council already approved in contracts, as follows:

<i>Solid Waste Collection and Disposal</i>	
Monthly Base Fee	\$ 16.79 *
Administration Fee	\$ 1.59 *
Third Trash Cart	\$ 7.70 *

*\*These charges are subject to sales tax.*

Monthly Base Fee	
0-4,000 gallons	\$40.00
4,001-15,000 gallons	\$3.25 per thousand gallons
15,001-30,000 gallons	\$4.00 per thousand gallons
30,001-50,000 gallons	\$5.00 per thousand gallons
50,001-70,000 gallons	\$8.00 per thousand gallons
70,001- Up	\$11.00 per thousand gallons

Mayor Marshall asked if Animal Control fees were the same and inquired whether the City of Murphy relayed any increases to the City of Parker for their services. Mr. Flanigan said they have not. The Mayor noted some of those fees were directly passed along to the animal's owner. Mayor Marshall asked if the City of Murphy was able to ticket Parker residents for City of Parker Animal Control code violations. City Administrator Flanigan said yes, they have been.

Councilmember Taylor stated under the heading Water Service the Fee Schedule said “Past Due Penalty” and “10% of billed amount”. He asked if that should read “10% of the amount past due”. Finance/H.R. Manager Boyd said it was based on the past due amount. That was how it was calculated in the system. It was not just on a bill; it was actually the past due amount. Councilmember Taylor said he thought the verbiage should be changed to amount due, instead amount billed. Councilmember

Standridge asked if the penalty was based on 10% each month or one time. Ms. Boyd said the system looked each month to see what the past due amount was and that would go on the total.

Mayor Marshall recapped by stating the recommendation was to keep our Fee Schedule almost identical to what we were currently charging. We were changing some accounting on construction cost, applying a portion to the Water Department; we were going to revert back to a \$600 Zoning Variance Request fee, due to advertising costs; and a change to the verbiage on our Past Due Penalty under Water Service.

Councilmember Pettle said she had some items she felt should be referred to Planning and Zoning (P&Z) for clarification; for example, alarms. She understood someone received three (3) tickets in one evening, due to a malfunctioning alarm. She suggested that be one (1) incident as opposed to several. She asked whether Other Permits, Demolition and removal, meant she could get a permit to destroy someone's home; Other Permits, Fence, she said she felt we needed to review the fence requirements under the Comprehensive Zoning Ordinance; under Solicitor's Permit, Charitable Organizations, she asked if that included Parker Volunteer Fire Department, Boy Scouts, and/or Girl Scouts. She thought those items needed clarification. Mayor Marshall said he understood anything city related did not require the Solicitor's Permit and he felt those questions should be addressed at City Council's next planning session.

Mayor Pro Tem Levine asked whether Councilmember Pettle was concerned about the fees or who was charged those fees. If it was how the ordinance worked we probably needed to look at the ordinance. That would be the issue for now. Councilmember Pettle said she agreed.

**MOTION:** Councilmember Standridge moved to approve Ordinance No. 734, approving the 2016 City Fee Schedule, including the changes for Public Works Inspection and Zoning Variance Requests, and the verbiage change on our Past Due Penalty for our Water Service from amount billed to amount past due. Councilmember Taylor seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

## **ROUTINE ITEMS**

### **8. FUTURE AGENDA ITEMS**

Mayor Marshall asked if there were any items to be added to the future agenda. He noted Impact Fees and a Proclamation, recognizing Parker resident, Olympic Gold Medalist and 2016 USA Gymnastics Hall of Fame recipient, Valeri Viktorovich Liukin. Councilmember Standridge asked about water meter usage. Mayor Marshall said we would hold off on that item at this time. He said the next regularly scheduled meeting would be Tuesday, March 15, 2016.

### **9. ADJOURN**

Mayor Marshall adjourned the meeting at 8:04 p.m.

APPROVED:

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Mayor Z Marshall

ATTESTED:

Approved on the 15th day  
of March, 2016.

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Patti Scott Grey, City Secretary

PROPOSED

# IMPACT FEES AND EXACTIONS

Jennifer S. Evans-Cowley, AICP

With the strong growth experienced by many communities throughout the 1990's and into the 2000's many cities experienced pressure to provide increasing numbers of roads and water and sewer lines to serve new development. As a result, many communities began using impact fees. Impact fees have been used for more than 30 years. This planning and budgeting devise has assisted cities suffering from growing pains and cash flow problems. In Texas, more than one-third of cities with a population of 10,000 or more assess development impact fees.<sup>(1)</sup> This chapter covers impact fees in three parts: 1) rationale behind impact fees; 2) impact fees and the adoption process in Texas; and, 3) controversy over impact fees.

## Principles and Purposes of Impact Fees

The basic principle behind the adoption of an impact fee is that growth, as evidenced by new land development, should help pay its own way. The purpose of an impact fee is to require a land developer to pay for a share of a city's cost of providing off-site infrastructure to serve the developing property. For example, an impact fee can be charged for the cost of extending a wastewater line to the development before a developer can hook up the internal lines of a subdivision to the municipal wastewater system. Developers pay for all of their internal wastewater lines just as they have in the past. The impact fee requires that developers pay up front for the cost of providing wastewater infrastructure.

Until the onset of impact fees, cities had traditionally paid for off-site infrastructure through the revenue or general obligation bonds or passed such costs on to the developers. Some cities were experiencing enormous growth and did not have the bond capacity or revenues to finance new infrastructure projects. Impact fees allow cities to recoup some of the cost of providing infrastructure at the time development begins, rather than waiting until taxes revenue or service changes are collected after development has occurred.

## Definition of Impact Fees

Impact fees may be defined as follows:

*"...single payments required to be made by builders or ~~developers~~ at the time of development approval and claim, intended to be the proportionate share of the capital cost of providing major facilities (arterial roads, interceptor sewers, sewage treatment plants, drainage facilities, etc.) to that development."*<sup>(2)</sup>

and,

*"Development impact fees are scheduled charges applied to new development to generate revenue for the construction or expansion of capital facilities located outside the boundaries of the new development (off-site) that benefit the contributing development."*<sup>(3)</sup>

As an example, a city has adopted a water and wastewater impact fee of \$2,000 per new single family residential unit built within its utility service area. Before obtaining building permits, the ~~home builder~~ <sup>one lot at a time</sup> developer of 100 lots must pay fees totaling \$200,000. Whether that fee goes toward new water and wastewater facilities or whether the developer is simply hooking up to an existing system built to service the area, the developer must pay the fee in either case. That payment is the essential difference between financing infrastructure with revenues out of the developer's pocket -- the impact fee -- and financing infrastructure through the traditional issuance of revenue or general obligation bonds. The concluding section of this chapter discusses in detail this shift to growth paying for the improvements necessary to support it.

## Political Rationale for Impact Fees

Five reasons for community use of development impact fees are identified as follows:

1. **To shift fiscal burdens from existing taxpayers to new development-** This reason for adopting impact fees emanates from two sources. The first is the basic feeling that growth has long been subsidized by the existing taxpayer, and the existing taxpayer is now saying that growth must pay for itself. The second reason has to do with the need for the community to find new sources of revenue. In addition to the basic problems of inflation, a series of occurrences has left many cities with a financial inability to maintain existing infrastructure and to expand systems in response to the demands of population growth. Among the primary causes of the cash flow shortages are tax and rate payer revolt, reductions in federal and state aid, and historic underpricing and underfinancing of existing infrastructure facilities and services.

2. **To synchronize the construction of new or expanded facility capacity with the arrival of new development** - Most infrastructure requires an uneven stream of capital investment in order to achieve economies of scale. For example, it is much less expensive in terms of construction costs to oversize a water transmission line now than to put in a small line now and then to install another small line at a later date. A second example is the case of the utility plant, which can only be efficiently built in terms of thousands of units of service at one time rather than in terms of single unit increments of service.

The problem arises because the economies of scale approach necessitates cash to pay for construction now for facilities which will not be fully utilized until some point in the future. A secondary problem with the economies of scale approach is that infrastructure may be extended beyond the urban fringe, thereby 'allowing leapfrog development and the resultant inefficiencies of urban sprawl. Impact fee systems provide revenues, either in current terms or as a sinking fund, which help to smooth out the uneven effect of the investment required to construct infrastructure systems.

3. **To subject new development decisions to pricing discipline** – Historic underpricing of utility service has led to inefficient use of the land. With costs of utility services low, developers have tended to produce low density, urban sprawl types of physical growth. Additionally, most communities have maintained equality of connection and service charges throughout, regardless of the actual cost of service, with the result that those in easy to serve areas subsidize those in difficult to serve parts of town. Impact fees require the developer to pay the full cost of receiving service for the property in question, and in doing so the fees force the developer to proceed only when the proposed project is feasible given the full service cost. Simply, "...when facility prices reflect true costs, only development which can afford to pay those costs will happen."<sup>(4)</sup>

4. **To enhance the community's quality of life by attempting to exclude certain types of development and socioeconomic groups** - Impact fees, though not empirically proven to do so, arguably raise the cost of housing, because in most cases, the developer passes the amount of the fee on to the homebuyer. The higher the cost of the house, the higher is the socioeconomic status required to purchase the house, with the result that some groups of persons and forms of development may effectively be excluded from the city. The concluding section of this chapter offers a discussion of the incidence of impact fees and the effect on housing affordability.

5. **To symbolically respond to locally vocal antigrowth sentiments** – The same taxpayer and ratepayer revolt which is partially responsible for the need for impact fees is related to antigrowth sentiment which seeks maintenance of the community status quo. Antigrowth sentiment reasons that the costs of expanded infrastructure and services are avoided if there is no demand for additional capacity. It is important to note, as well, that antigrowth sentiment may arise from social and environmental concerns quite unrelated to community finance. Regardless of the source of the antigrowth sentiment, the adoption of impact fees responds to the pressure.

## **Impact Fees, Exactions, and Linkage Fees**

The discussion thus far has used "impact fee" only in the generic sense. There are, however, three versions of the impact fees, and the distinctions among them must be made in order to avoid conclusion "Exactions" is also used in a generic sense to describe charges for growth.<sup>(5)</sup> All of the arguments and discussions on impact fees are applicable to the three basic forms of fees: impact fees, exactions, and linkage fees.

Impact fees and exactions are both fees designed to require the developer to pay for an appropriate share of the infrastructure which serves the development in question. A simple distinction between the two is offered by Snyder and Stegman.<sup>(6)</sup> In-kind contributions **of** facilities constructed by the developer and donated to the city are exactions. Monetary contributions, including fees paid in-lieu of exactions, are impact fees. Examples of exactions are park construction and parkland set aside and the construction of off site infrastructure such as lift stations. Impact fees would include those fees charged to a developer for the city to provide parkland.

Whereas impact fees and exactions are closely related to the infrastructure needs of the development in question, linkage fees are frequently associated with a community purpose more remotely related to development. Linkage fees pay for socially desirable programs, and the developer is asked to contribute to the expansion of such programs in parallel with the developer's expansion of the community. Examples are per square foot linkage fees, usually charged to commercial development, with the revenues dedicated to low income housing or community day care.

Exactions, especially in the form of land dedication, have long been part of the development approval process. Impact and linkage fees, as noted earlier, are of recent vintage and represent a marked departure from the traditional manner in which the city pays for infrastructure. Regardless of the technical nature of the mechanisms used, questions of application, accuracy, equity, and maintenance arise. The discussion now turns to the specifics of impact fees and their application in the state of Texas.

## **Impact Fees in Texas**

### **History of Impact Fees in Texas and the United States** - The practice of using impact fees

to offset the costs of growth and provision of public facilities has been used in many states across the nation. A 1995 survey of state enabling legislation found that 20 states have authorized local governments to adopt impact fees, including Texas.<sup>(7)</sup> More recently, South Carolina adopted legislation in 2000.

Other states, such as Florida do not have authorizing legislation but assess impact fees. Although impact fees are relatively new, their use evolved from developer contributions or "fees in lieu of requirements as part of the subdivision development process.

#### **States with Impact Fee Authorizing Legislation, 1995**

<b>Arizona</b>	<b>Idaho</b>	<b>New Hampshire</b>	<b>Texas</b>
<b>California</b>	<b>Illinois</b>	<b>New Jersey</b>	<b>Vermont</b>
<b>Colorado</b>	<b>Indiana</b>	<b>New Mexico</b>	<b>Virginia</b>
<b>Georgia</b>	<b>Maine</b>	<b>Oregon</b>	<b>Washington</b>
<b>Hawaii</b>	<b>Nevada</b>	<b>Pennsylvania</b>	<b>West Virginia</b>

Most states enacted legislation permitting land use regulations during the 1920's, but many of the precedents for impact fees were based on numerous court decisions in the 1960's, 1970's, and 1980's. These decisions resulted in either legislation allowing states to enact impact fees or defining parameters for their use. Most of the legislation and ordinances on impact fees used in current practice originated from various court decisions since 1980.

In 1984, the Texas Supreme Court upheld the City of College Station's park land dedication and "fee in lieu of ordinance."<sup>(8)</sup> In effect, the Court authorized "offsite" exactions as a valid exercise of the City's power of self government or "police power." Another aspect of the College Station court decision was the "rational nexus" test. Although broadly interpreted, the rational nexus test as applied to impact fees means the need for new public facilities must be attributable to the development being assessed the impact fees, must be proportionate to the need for facilities generated by the development, and the development must receive a reasonable, although not exclusive, benefit from the facilities financed by the impact fees.

In 1987, a Senate Bill, commonly referred to as SB336, was introduced into the 70th Legislature of Texas which authorized governmental entities (cities, counties, and certain special districts) to impose impact fees against new development. SB336 passed and became effective June 20, 1987, and is now incorporated within the Texas Local Government Code as Chapter 395. Minor amendments were made to the Statute by the 71st Legislature. In 2001, SB 243 added additional amendments to Chapter 395. Since 1987, several other states have passed impact fee legislation based on SB336 (Chapter 395).

**Overview and Purpose of Chapter 395** - The primary purpose of Chapter 395 (the impact fee legislation) is to authorize governmental entities, primarily municipalities, to collect impact fees to recoup some of the costs of providing public facilities which will serve new development. Both home rule and general law cities can impose impact fees under Chapter 395. While Chapter 395 serves as enabling authority, it also prescribes procedures which cities must follow to adopt impact fees and it establishes limitations on how impact fees can be applied.

In order to charge new development fees for offsite public improvements, such as water, sewer, and roadway facilities, a municipality must now comply with the provisions of Chapter 395. Chapter 395 defines an impact fee as "a charge or assessment imposed by a political subdivision (city) against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development." <sup>h9)</sup> Any capital recovery fees or charges defined as impact fees by the statute which were in effect prior to the statute were required to **be** replaced by fees in accordance with Chapter 395 by June 20, 1990. Generally, Chapter 395 requires municipalities to develop a plan for growth (land use assumptions) and to prepare a capital improvement plan (CI?) to accommodate anticipated growth. This requirement parallels basic planning principals — to develop policies upon which to formulate a comprehensive plan and develop a capital improvement plan to implement the plan.

One objective of impact fee programs in general is to raise money, but the most important objective is to ensure adequate capital resources to accommodate expected growth. Prior to Chapter 395, Texas cities often charged new development "front footage" fees for costs of building streets and pro rata charges for water and sewer lines. "Under Chapter 395, these assessments

can no longer be charged to new development if they are for facilities beyond the developer's property. An important concept of Chapter 395 is the premise that new development "buys into" the entire system of services rather than paying only for facilities that happen to be adjacent to the developer's property. In essence, the developer pays the city to make the water, sewer and roadway systems available to tie into. Without this system of public facilities, the developer could not develop the property.

### Procedures for Implementing Impact Fees as Prescribed by Chapter 395

The statute mandates a detailed procedure for the adoption of impact fees. Generally, this procedure requires:

Appointment of an advisory committee; and,  
Public hearings on land use assumptions, a capital improvement plan, and the impact fee ordinance itself.

The main purpose of procedures set forth in Chapter 395 is to allow all interested parties a fair opportunity to participate in the adoption process. The appointment of an advisory committee and specific public hearing notification requirements ensure that anybody who wishes to participate will have the opportunity.

The following is an abbreviated outline of the process necessary to adopt an impact fee ordinance in accordance with Chapter 395:<sup>(10)</sup>

1. **Organization** - Qualified personnel, including city staff and/or consultants, should be organized to prepare the impact fee program. Even if consultants are retained to perform all or some of the required tasks, city staff should endeavor to participate in and/or coordinate the program. A written work program with dates for the following components should be prepared to help guide the process.

2. **Advisory Committee**<sup>(11)</sup> - As soon as possible, an advisory committee must be appointed. The Planning/Zoning Commission can be appointed as the advisory committee if at least one member is from the real estate, development or building industry.<sup>(12)</sup> The advisory committee and City Council are the two public bodies which participate in the adoption of impact fees and should both be briefed on their respective roles early in the process. The advisory committee's primary function is to advise and assist in the preparation of the land use assumptions and the capital improvement plan. The advisory committee also has ongoing responsibilities to produce semi-yearly reports and assist in updating the impact fee program. The City Council is the only body that can actually approve, adopt, and implement the program.

3. **Program Scope** - In addition to appointment of the advisory committee, it is important to determine target facilities early in the process. Eligible facilities include water treatment and distribution facilities, wastewater treatment and collection facilities, storm water drainage and flood control facilities, and roadway facilities. The city should determine which of these facilities it desires to include or target in its impact fee program. Sometimes this decision cannot be made without some preliminary analysis but it is important that professionals with expertise in designing plans for the specific targeted facilities are included in the process. Other city documents such as the comprehensive plan may provide direction and justification for the need and location of these types of capital facility improvements.

**4. Acceptable and unacceptable components of an impact fee program** - The Statute sets forth certain charges and facilities which can or cannot be included in the program.

Costs which may be included in calculating the impact fee are:<sup>(13)</sup>

- (1) Construction cost of the capital improvement;
- (2) Engineering and financial consultants' fees to prepare the impact fee program;
- (3) Land acquisition costs; and,
- (4) Interest and other financial costs of the capital improvement project

Items which cannot be paid for with funds collected under the impact program include:<sup>(4)</sup>

- (1) Projects not included in the Capital Improvements Plan (CIP);
- (2) Repair, operation and maintenance of existing or new facilities;

Upgrading, updating, expanding, or replacing existing capital I improvements to meet stricter safety, efficiency, environmental or regulatory standards, or to provide better service to existing development;

- (3) Administrative costs of operating the impact fee program; and
- (4) General debt or finance charges for projects not included in the CEP.

Impact fees can be charged for both residential and nonresidential properties.

5. **Preparation of the land use assumptions (LUA) and determination of service areas** - The OP must be based on a set of adopted land use assumptions which include a "description of the service area and projections of changes in land use, densities, intensities, and population in the service area over at least a ten-year period."<sup>(15)</sup> Although no particular format is specified in the statute, there are four basic requirements or components of the LUA:

a. **Description and analysis of existing conditions (base data)** - This can include documentation of population, land use and other generally accepted background data for land use analysis;

b. **Service area determination** - Since base data and projections must be collected for each service area, the boundaries for each targeted facility must be determined and included in the LUA report. They should also be coordinated with the preparations of the CIP.

For water and wastewater facilities, a city has several options in determining its service areas. Multiple service areas can be created across the entire city, including its ETJ. If impact fees are to be assessed in the City's ETJ, then one member of the advisory committee must reside within the ETJ. Chapter 395 also allows a city to adopt system-wide (covering the entire city) land use assumptions and service areas. Most Texas cities adopting impact fees have chosen to designate city-wide service areas for water and wastewater facilities. Service areas for roadways and drainage facilities cannot be adopted on a system-wide basis. Roadway service areas are limited to the corporate limits of a city and the service areas for drainage are limited to specific drainage basins which will be served by the improvements. Additionally, the service area for roadway facilities must not exceed six miles in length at any point. Because of the service area size requirement on roadways, adoption of impact fees for roadway facilities is often more difficult than for other capital facilities. As a result, fewer cities have adopted impact fees for roadways than for other eligible facilities;

c. **Ten-year growth projections** - Similar to section "a" above, data for ten-year projections must include changes in density and intensity for residential, commercial and industrial land use. This is also interpreted to include population and, as appropriate, employment projections. All population and land use projections should be prepared by qualified planning professionals using generally accepted planning criteria. The LUA should also be developed in a format suitable for use in development of the CIP. Along with the formulation of service areas, the LUA should be coordinated with preparation of the CIP.

d. **Ultimate growth projections** - The same types of data required for the ten-year projections must also be prepared for each service area in an ultimate development, or "built out," scenario. This is usually based upon the holding capacity of the ultimate land area of the city using proposed future land uses to determine anticipated land use types and densities.

The best source of data for developing land use assumptions is a currently adopted or approved comprehensive plan which probably already contains some of the statutory requirements pertaining to land use and population projections.

Preparation of population projections without the benefit of a comprehensive plan requires development of a basis and methodology for land use and population projections within the LUA report itself. In developing the LUA, it is important to remember that they will serve as a basis for preparation of the CIP over a ten-year period, as well as a basis for generation of the number of "service units" required to be served. A city must be able to show that costs within the CIP which are eligible for impact fee funding are indeed attributable to new growth and derived from the LUA.

The LUA, including any maps showing service area boundaries, should be prepared in a report format suitable for public review and eventual adoption. It also should be noted that the contents of the LUA may need to be formatted differently depending on the methodology used to

formulate the CIP (different engineers prepare the CIP using different approaches; therefore, they have certain format requirements).

6. **Preparation of CIP for target facilities** — Once the LUA has been prepared the CIP should be prepared. The CIP must be prepared by a registered professional engineer and must include:<sup>(16)</sup>

- a. Description and assessment of existing capital facilities;
- b. Analysis of the total capacity and current levels of usage;
- c. Description of each type facility (water, sewer, roadway, etc.) and associated costs for improvements of each which will be necessitated by and attributable to new development within each service area based on the approved land use assumptions;
- d. Determination of a service unit and consumption, discharge or use of the facility by each service unit;
- e. Total number of projected service units based on the LUA;
- f. The projected demand for capital improvements over the next ten years;
- g. An equivalency table establishing the ratio of a service unit to various types of land uses;
- h. The credit for the portion of ad valorem tax and utility service revenues generated by new service units; (Note: This requirement was added as part of SB 243 and requires that a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the 10 year planning period and used to pay for projects included in the capital improvements plan be subtracted from the maximum impact fee. As an alternative, cities may choose to offer a credit of 50 percent of the cost of implementing the capital improvements plan); and,
- i. Calculation of the maximum fee that can be charged per target facility category for each service unit.

It is important to understand that the CIP prepared under Chapter 395 is different from a city's traditional capital improvement plan. A city's traditional CIP may identify many projects (including those to fix existing service deficiencies) to be undertaken during a shorter time period. As a result of the passage of Chapter 395, many cities could be maintaining two capital improvement programs, both with similar objectives but for different purposes.

The CIP required by Chapter 395, in essence, requires a city to define an appropriate level of service. This level will vary depending upon the nature of the targeted capital facility. For example, the level of service for the water system might be expressed as the peak usage period during a day in the summer. Selection of a service level represents an indirect commitment by the city to both correct

existing deficiencies and to deliver services in accordance with projected need. Although all facilities expected to serve growth in the next ten years are not required to be included in the CIP,

there should be an attempt to include all that are appropriate. That is, the OP should not attempt to under- or over-estimate the facilities which will be required to serve growth over the next ten years.<sup>7)</sup>

The CIP should be prepared in report form and sent to the advisory committee for review and comment. Similar to the LUA, the advisory committee must "review the capital improvements plan and file written comments to the City Council."<sup>(18)</sup> Once this is completed, then the CIP can be sent with the LUA to the City Council for approval and adoption.

**7. Public Hearin! on the LUA and CIP** - Once the land use assumptions and capital improvement plan have been drafted, they should be reviewed by the advisory committee. Any comments should be noted, and a copy of the comments and final LUA and CIP report must be sent to the City Council for approval. Although the advisory committee is not required to approve<sup>(19)</sup> the LUA and CIP, as a practical matter it is advisable to reach a consensus on the LUA and CIP report and provide a recommendation to the City Council.

The City Council must set a public hearing date for the LUA and CIP.<sup>(20)</sup> A written notice must appear in the newspaper prior to the 20<sup>th</sup> day before the public hearing. Written notices must also be sent to all who have requested **to** be notified. Section 395.044 prescribes specific size of headline lettering, location within the newspaper, and content of the public hearing notices. The City Council must hold the public hearing and must adopt or reject the LUA and CIP within 30 days<sup>(21)</sup>

**8. Ordinance preparation** - Once the LUA and CIP are adopted, a draft ordinance adopting impact fees should be prepared. This ordinance should explicitly state how impact fees will be administered and when the fees will be collected (i.e. at the time the building permits are issued or at the time the final plats are filed). It should also make provisions for credits and offsets in fees, establish how the funds will be accounted for, provide schedules for maximum fees which can be charged, and state actual fees (which can be equal to or less than the maximum fee as calculated in the CIP) which will be charged per service unit and the equivalency table equating specific land uses to service units. The draft ordinance should then be sent to the City Council for consideration.

**9. Public hearint on the impact fee ordinance** - Except for wording changes, the same public hearing procedures, content and format as for the LUA and CIP must be followed for the impact fees.<sup>(22)</sup> The impact fee ordinance must be adopted ,by the City Council within 30 days of the public hearing. Once the ordinance is adopted, impact fees may be imposed upon all new plats and replats approved after the ordinance adoption; however, impact fees cannot be charged for development on property platted prior to the adoption of the ordinance for a period of one year.

**10. On-going requirements** - In addition to normal administrative duties, a city must keep its impact fee program up-to-date. Every **six** months, the advisory committee must review the LUA and CIP and report its findings to the City Council. Every five years the entire program must be reviewed and updated if changes in the LUA and CIP have

occurred.<sup>(23)</sup> A written certification of compliance verifying compliance with Chapter 395 must be submitted to the State Attorney General prior to the last day of the fiscal year. The certification must be signed by the mayor. Failure to submit the certification of compliance can lead to a civil penalty of 10 percent of the amount of the impact fees erroneously charged.<sup>(24)</sup>

11. **Policy issues to consider when adopting impact fees** - As with many State Statutes, there are policy issues which must be resolved prior to implementation of an impact fee ordinance under Chapter 395. The two primary (and most controversial) issues include:

a. Determination of when the impact fees will be collected. The most recent amendments to Chapter 395 allow cities to collect impact fees at the time of ~~plotting~~, meter connection or building permit. However, if water and sewer capacity is available:  
(25)

- 1) Within the city limits the impact fee shall be collected at the time of the building permit is issued.
- 2) For land outside the city limits, the impact fee shall be collected at the time of the application for water or wastewater connection.

b. Determination of what rate to charge (if less than the maximum) to offset economic development or other objectives.

Other policy issues pertain to contents of the CIP and interim funding mechanisms. Funds generated by impact fees will occur slowly, and on an incremental basis, but the requirements for construction occur relatively quickly (within two to five years). Therefore, cities are faced with the burden of initially financing capital facilities until the impact fee program can generate enough money to pay off the debt for construction of capital facilities.

**Considerations in Using Chapter 395** - Each city must determine whether impact fees (under Chapter 395) are appropriate as a financing mechanism for capital improvements within their own jurisdiction. If a city is already completely built out or not expected to grow, then impact fees may not be appropriate. Conversely, if a city is expecting significant growth, anticipates construction of major capital facilities, or has already constructed significant oversized facilities, then impact fees may be appropriate.

There are advantages and disadvantages to impact fee programs. It has been argued that impact fees discourage growth and economic development, making cities that have adopted impact fees less competitive with cities that have not implemented impact fees. Also, the process of

adopting and maintaining the required land use assumptions, CIP, and ordinances is cumbersome and costly, especially for smaller cities. It is difficult to assess these alleged disadvantages, and thus far, comprehensive empirical studies on these effects have not been documented in literature available on the topic. But, in the current climate of fiscal constraints, growing cities must find new and innovative ways to finance facilities to accommodate expected growth. In Texas, Chapter 395 provides the only significant mechanism for cities to recoup expenditures for construction of off-site capital facilities.

### **Use of Impact Fees in Texas**

Many cities throughout the state have considered impact fees as a way to pay for new infrastructure development. In Texas, a recent study found that 36 percent of cities with a population of 10,000 or more assess development impact fees.<sup>(1)</sup> Most cities in this study assess impact fees for water and sewer, 53 percent. Thirteen percent of cities assess impact fees for water, sewer, and roads. The majority of cities that assess impact fees for drainage are located along the Gulf Coast where flooding is a larger concern.

### **Impact Fee Charges**

Fee Type	Lowest Fee	Highest Fee	Average
Water	\$110	\$2,943	\$803
Sewer	12	2,182	660
Road	14	1,600	625
Drainage	3	700	404

The amount of the impact fee assessed varied from just a few dollars to almost \$3,000. The total combined assessed fee ranged from a high of \$4,301 to a low of \$243. The average combined impact fee charged was \$1,300. The fees assessed for new infrastructure will vary from city to city depending on the actual costs of providing infrastructure. These fees charged may not represent the actual cost of infrastructure provision, as many communities choose to charge less than the maximum allowed fee.

**Impact Fees and Exactions Controversies** - This chapter has thus far introduced the concept, the political rationale, and the Texas practice of impact fee adoption and application. It is important to note that the jury is still out on whether or not impact fees accomplish their desired

purpose. There are also questions concerning the long and short run side effects of impact fees. The literature on impact fees is long on theory and description and woefully lacking in empirical evidence upon which to determine the success of the fees. Several articles have been written in response to the lack of evidence on the success of fees.<sup>(26)</sup> This chapter concludes with a discussion of some of the issues involved in hopes that the practitioner will find guidance in determining whether to adopt or continue impact fees.

**Must Growth Pay for Itself?** - City budgets have taken a beating in the face of rapid economic and population growth which spawns the need for equally rapid expansion of infrastructure. Even if the ponderously slow traditional bonding process were able to keep up with the rapidity of change, tax and rate payers are increasingly reluctant to help foot the bill. In theory, the rate of infrastructure development and its associated cost is matched by the rate of tax and rate base growth, such that the system grows without extra charges to the existing residents and businesses. But it is clear that the theory and practice are not in sync, because new infrastructure always costs the existing residents. Thus, the recent support has been found for the concept that growth must pay for itself—that the existing resident or business should not have to subsidize the newcomer.

Three basic problems arise with the logic that growth must pay for itself. The first is the realization that the very persons who now wish not to subsidize the newcomer were themselves subsidized when they were the newcomers. Vociferous positing of the growth must pay for itself approach implies both a lack of appreciation for the history of community development and an antigrowth sentiment which may result in ultimate economic disadvantage for the city.

A second problem with growth must pay for itself is the multiple charging of the newcomer, first in terms of the impact fee, and then second in terms of paying for maintenance and rehabilitation of the previously existing system. Chapter 395 properly disallows use of the impact fee for maintenance and rehabilitation ' purposes, but it does not address subsequent levies for those purposes. For example, suppose that the newcomer pays the impact fee for a new residence, therefore having covered the cost of infrastructural services required to meet the one new unit of demand. Then, one year later, the city undertakes a massive renovation of an existing plant serving the older part of town, and the newcomer, having already paid once, is now asked to

pay again for infrastructure which serves elsewhere in the community. The concept of impact fees as "buying into the system" provides only small comfort to the newcomer who has been hit twice. The recent credit added to Chapter 395 helps to address this problem by subtracting the amount newcomers pay to support existing residents for these new facilities. However, the credit does not address newcomers contributions to existing facilities.

The third problem with growth must pay for itself relates to the current resident who buys a newly constructed home versus the newcomer who buys an existing home. The existing resident ends up paying the fee instead of the newcomer. An existing resident who buys several new homes in the community over a period of years pays several times a fee which in theory should never have been paid at all. Meanwhile, the newcomer who buys an existing home escapes the fee completely.

**Impact Fee Incidence and Housing Affordability** - Impact fees are charged to the developer as part of the process of creating legal lots. A common complaint about fees is that the fees are passed on to the homebuyer, therefore rendering housing increasingly less affordable. Impact fee proponents argue that fees are absorbed by the market and that the impact on housing affordability is minimal. The criticality of the issue merits detailed examination.

**1. Incidence** - Though the impact fee is a direct charge to the developer, there are theoretically three parties upon which the actual cost of the fee might fall. In the case of a tight housing market characterized by short supply and strong demand, the developer will simply pass the cost of the impact fee on to the builder who will pass the cost on to the homebuyer. In the case of the oversupplied market, the developer passes the impact fee backward to the raw land owner through paying a lower price for the land in the first place. Somewhere in between the two extremes, the developer will be forced to absorb the amount of the fee. Interestingly, in practice the homebuyer bears the brunt of the fee, regardless of the status of the market.

In the oversupply case, the developer cannot, for the development in question, pass the impact fee back to the landowner, because the developer has already paid for the land. The landowner is not likely to provide a refund, so the impact fee can be passed backward only in the long run, which does the current homebuyer no good. If market conditions are such that the developer must "eat" the impact fee, then the developer chooses to not develop. The result of not developing is decreased supply and ultimately higher housing cost. Once again the incidence falls upon the homebuyer.

Two studies have looked at the relationship between land prices and impact fees. Both studies found that cities with impact fees have higher lot prices than those cities that do not assess impact fees. One study found that lot prices were 1.2 time higher in impact fee

cities. <sup>(27)</sup> The second study found that there was a significant impact on lot prices in Florida, but not a significant difference in Colorado. <sup>(28)</sup>

2. **Housing Affordability** - An impact fee of several thousand dollars which might be passed on to the homebuyer is viewed by proponents as insignificant, even though most would recognize the incidence as regressive on lower priced homes. A closer examination of the developing/building/purchasing process, however, reveals a potentially explosive relationship between impact fees and housing affordability.

The developer buys raw land, develops it at a cost, adds a profit, and then in most cases sells legal lots to builders. Builders package a house on a lot based upon the price they paid for the lot. Package price to lot price ratios vary but are generally in the 4:1 or 5:1 range for single family houses. Thus a builder puts an \$80,000 to \$100,000 package on a \$20,000 lot. An impact fee of \$2,000, charged to the developer and passed on to the builder changes the \$20,000 lot to a \$22,000 lot, and the package price jumps into the \$88,000 to \$110,000 range. Beyond the base multiplied increment, the homebuyer must also incur additional downpayment, financing, and interest costs.

Impact fee proponents argue that fees don't really work that way. There have only been two studies conducted looking at the relationship between housing prices and impact fees. In Colorado, a study found that new home prices increased by \$3,800 after a \$1,182 impact fee was assessed. <sup>(29)</sup> A study in Florida found that new homes sold for \$1,643 more than new homes in surrounding cities after a \$1,150 impact fee was charged. <sup>(30)</sup>

There is limited formal evidence in either direction, but simple observation shows that those communities with the highest impact fees also tend overwhelmingly to have the highest priced housing.

Conversely, it can be argued that if impact fees are not charged for capital facilities, the homeowner will eventually pay for the cost of existing and new infrastructure through higher property and other taxes.

Accuracy of Fee Determination - Chapter 395 has gone a long way toward defining how fees must be calculated. Prior to Chapter 395, it was amazing to see how many cities charged exactly the same impact fees, the implication being that those cities had exactly the same costs of infrastructure provision. Even with the guidance of Chapter 395, there remains much to question about the accuracy of the fees. Do the fees charged in a city equal the city's incremental cost of infrastructure? At this time, few cities know the answer. Much heavy infrastructure – water, wastewater, streets, drainage — is systematic in nature. It is difficult, if not impossible, to distinguish the cost attributable to a single new unit of development. Formulas are available for determining impact fees, but they are

not theoretically based and empirically tested, and the result is operation of an impact fee system which may or may not recoup true infrastructure costs.

**Impact Fees and Exclusions** - One of Nicholas's previously mentioned political rationalizations for impact fees was exclusionary in intent. Communities interested in becoming pricey for exclusionary purposes would seem to have a weapon in impact fees of power similar to the large lot zoning excesses frequently at work. An entire series of articles concerning growth management devices, of which impact fees are a part, reveals their often exclusionary nature.<sup>(31)</sup> Whether the adoption of impact fees intentionally seeks to exclude or not doesn't matter. If the effect of impact fee adoption is one of comparative price increases for housing, the result will be one of increased exclusion.

It has also been alleged that impact fees discourage nonresidential development. For example, if impact fees are imposed on retail uses, could the effect be to discourage retail growth? Since nonresidential uses are generally less intensive users of public services, it is beneficial to cities to have these uses in order to offset the fiscal burden on residential users. Impact fees may discourage some nonresidential uses from locating in an area if the impact fees are not properly formulated in conjunction with adopted economic development policies.

**Effect on Traditional Budgetary Devices** - Impact fees have been adopted with such pervasive swiftness that they have been the focus of much budgetary attention. Their popularity, a fee charged to someone not yet here to vote, is undeniable. There is the danger, however, of forgetting that impact fees are only one weapon in the community budgetary arsenal. Impact fees are not a cure all, and it is important to continue to attend to the ongoing maintenance and use of traditional bonding, taxing, and ratepaying the heart of the revenue stream.

**Success with Impact Fees** - The questions raised above reveal that there are no readily available measures of the success of impact fees as a means of paying for infrastructural growth. Have those cities which adopted fees a decade ago found their infrastructure provision ills easing? Have those cities which adopted the fees under general budgetary stress found relief? There are no empirical answers at this time. The best source of information for those cities considering adoption

of impact fees is simply other cities with impact fee experience. Discussions with planning directors and finance officers should determine how well the impact fees have performed in individual cities. Those discussions will also reveal the complexity of the adoption process and the myriad of considerations which surround the use of impact fees.

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7. Freilich, Robert H. and David W. Bushek (eds.) Exactions, Impact Fees and Dedications: Shaping land-use development and funding infrastructure in the Dolan era, American Bar Association, Chicago, Illinois, 1995.
8. City of College Station v. Turtle Rock Corporation, 680 S.W. 2nd 802, 807 (Tex. 1984).
9. Texas Local Government Code, Section 395.001(4).
10. This outline is not intended to be exhibit r for the purpose of giving a broad feeling for the requirements and process for imposing impact fees. This outline should not be considered a substitute for detailed evaluation by legal counsel and other qualified professionals.
11. Texas Local Government Code, Chapter 395, Section 395.058.
12. A majority of Texas cities which have implemented impact fees have appointed the Planning/Zoning Commission as the advisory committee.
13. Texas Local Government Code, Section 395.012 (a) and (b).
14. Texas Local Government Code, Section 395.013.
15. Texas Local Government Code, Section 395.001(5).
16. Texas Local Government Code, Section 395.014.
17. The advisory committee is only required to "advise and assist" in preparing the LUA (Section 395.058 (1)).

18. Penalties are provided for over collection of funds when facilities in the CIP are not constructed or service is not provided, Section 395.019. Construction must begin on some portion of the CIP within two to five years of fee collection.
19. Texas Local Government Code, Section 395.058 (c) 2.
20. Texas Local Government Code, Section 395.042.
21. Texas Local Government Code, Section 395.045.
22. Texas Local Government Code, Section 395.049.
23. Texas Local Government Code, Section 395.052.
24. Texas Local Government Code, Section 395.082.
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# ANIMAL CONTROL REPORT

## JANUARY 2016

Call #	Date:	1/12/2015	Caller Remarks:	MED SIZE CHARCOAL GREY DOG RAL ON DUBLIN RD/RESERVE CT.VG			<b>Fiscal Year Budget = \$6,000</b> <b>Fiscal Year Charges</b> October = 180 November = 430 December = 939.22 January = 634.4 February = March = April = May = June = July = August = September = <b>Total = \$2,183.62</b>	
1	Invoice Type:	No Charge		Expected Charge:	\$0.00			
	Call Type	Action Taken By:		Response	Disposition			
	Stray	Murphy Animal Control		No Animal Found	N/A			
Call #	Date:	1/4/2016	Caller Remarks:	SKUNK IN A TRAP NEAR FRONT PORCH STEPS.VG				
2	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00			
	Call Type	Action Taken By:		Response	Disposition			
	Animal Trap	Murphy Animal Control		Murphy Pick Up	Destroyed			
Call #	Date:	1/5/2016	Caller Remarks:	SKUNK IN A TRAP.				
3	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00			
	Call Type	Action Taken By:		Response	Disposition			
	Animal Trap	Murphy Animal Control		Murphy Pick Up	Destroyed			
Call #	Date:	1/8/2016	Caller Remarks:	SKUNK IN D/W BETWEEN CARS APPEARS DEAD. KC				
4	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00			
	Call Type	Action Taken By:		Response	Disposition			
	Other	Murphy Animal Control		Murphy Pick Up	Euthanized			

# ANIMAL CONTROL REPORT

## JANUARY 2016

Call #	Date:	1/12/2016	Caller Remarks:	WHITE DOG W/BROWN SPOTS RAL ON DILLEHAY.KC
5	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Stray	City Personnel	No Animal Found	N/A
Call #	Date:	1/13/2016	Caller Remarks:	SKUNK IN TRAP BY FRONT PORCH. KC
6	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Animal Trap	Murphy Animal Control	Murphy Pick Up	Destroyed
Call #	Date:	1/13/2016	Caller Remarks:	MANGY TALL DARK DOG RAL TRYING TO EAT CHICKENS AT 1802 PARRENT CT.VG-CALLED BACK - NOW HAS A CHICKEN EATING IT IN GARAGE.LN
7	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Stray	Murphy Animal Control	No Animal Found	N/A
Call #	Date:	1/15/2016	Caller Remarks:	PITBULL RAL. HOLDING IN YARD.VG
8	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Stray	Murphy Animal Control	Other	N/A

# ANIMAL CONTROL REPORT

## JANUARY 2016

Call #	Date:	1/16/2016	Caller Remarks:	SKUNK TESTED POSITIVE FOR RABIES. PETS QUARANTINED.VG		
9	Invoice Type:	Service Fee Only		Expected Charge:	\$84.40	
	Call Type	Action Taken By:		Response	Disposition	
	Animal Trap	Murphy Animal Control		Murphy Pick Up	Other	
Call #	Date:	1/17/2016	Caller Remarks:	PARKER/DILLEHAY. HORSE OUT....		
10	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00	
	Call Type	Action Taken By:		Response	Disposition	
	Stray	Murphy Animal Control		Other	Other	
Call #	Date:	1/20/2016	Caller Remarks:	PARKER/DILLEHAY. HORSE OUT-STUCK ?....		
11	Invoice Type:	No Charge		Expected Charge:	\$0.00	
	Call Type	Action Taken By:		Response	Disposition	
	Stray	City Personnel		Other	Other	
Call #	Date:	42391	Caller Remarks:	SKUNK IN A TRAP NEAR POOL IN BACK.VG		
12	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00	
	Call Type	Action Taken By:		Response	Disposition	
	Animal Trap	Murphy Animal Control		Murphy Pick Up	Destroyed	

# ANIMAL CONTROL REPORT

## JANUARY 2016

Call #	Date:	42394	Caller Remarks:	SKUNK IN A TRAP NEAR POOL IN BACK.VG		
13	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00	
	Call Type	Action Taken By:		Response	Disposition	
	Animal Trap	Murphy Animal Control		Murphy Pick Up	Destroyed	
Call #	Date:	1/27/2016	Caller Remarks:	LOST SHORT HAIRRED GERMAN SHEPHERD.VG		
14	Invoice Type:	No Charge		Expected Charge:	\$0.00	
	Call Type	Action Taken By:		Response	Disposition	
	Lost Animal	Other		Other	N/A	
Call #	Date:	42398	Caller Remarks:	TWO STRAY DOGS AT AUDUBON& GREENHILL CT, WHITE COLLEY & TAN MUTT		
15	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00	
	Call Type	Action Taken By:		Response	Disposition	
	Stray	Murphy Animal Control		No Animal Found	N/A	
				<b>TOTAL=</b>	<b>\$634.40</b>	

# ANIMAL CONTROL REPORT

## FEBRUARY 2016

Call #	Date:	2/2/2016	Caller Remarks:	CITY OF MURPHY RECEIVED CALL ABOUT COUGAR IN YARD. MURPHY ADVISED ON STEPS TO TAKE TO PROTECT THEMSELVES.VG		<b>Fiscal Year Budget = \$6,000</b>	
						<b>Fiscal Year Charges</b>	
						<b>October =</b>	<b>180</b>
1	Invoice Type:	No Charge	Expected Charge:	\$0.00		<b>November =</b>	<b>430.00</b>
	Call Type	Action Taken By:	Response	Disposition		<b>December =</b>	<b>939.22</b>
	Wild Animal	Murphy Animal Control	Other	N/A		<b>January =</b>	<b>634.40</b>
						<b>February =</b>	<b>550.00</b>
						<b>March =</b>	
						<b>April =</b>	
						<b>May =</b>	
						<b>June=</b>	
						<b>July=</b>	
						<b>August=</b>	
						<b>September=</b>	
						<b>Total=</b>	<b>\$2,733.62</b>
Call #	Date:	2/2/2016	Caller Remarks:	SKUNK IN A TRAP NEAR POOL IN BACK.VG			
2	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00			
	Call Type	Action Taken By:	Response	Disposition			
	Animal Trap	Murphy Animal Control	Murphy Pick Up	Destroyed			
Call #	Date:	2/6/2016	Caller Remarks:	WORKED A DOG BITE. DOG IS UNDER HOME QUARANTINE.VG			
3	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00			
	Call Type	Action Taken By:	Response	Disposition			
	Other	Murphy Animal Control	Other	Other			
Call #	Date:	2/12/2016	Caller Remarks:	BASSETT AT CORNER HOUSE OF DILLEHAY / PARKER IS OUT KC			
4	Invoice Type:	No Charge	Expected Charge:	\$0.00			
	Call Type	Action Taken By:	Response	Disposition			
	Other	City Personnel	Other	Other			

# ANIMAL CONTROL REPORT

## FEBRUARY 2016

Call #	Date:	2/16/2016	Caller Remarks:	FOLLOW UP TO RELEASE DOG FROM HOME QUARANTINE.	
5	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00
	Call Type	Action Taken By:		Response	Disposition
	Other	Murphy Animal Control		Other	Other
Call #	Date:	2/22/2016	Caller Remarks:	SKUNK IN A TRAP ON FRONT STEPS.VG NO ANIMAL CONTROL AVAILABLE-WILL CALL AGAIN TOMORROW. VG	
6	Invoice Type:	No Charge		Expected Charge:	\$0.00
	Call Type	Action Taken By:		Response	Disposition
	Animal Trap	Murphy Animal Control		No Action	N/A
Call #	Date:	2/22/2016	Caller Remarks:	2 DEAD SKUNKS BETWEEN BETSY/DUBLIN.KC - NO ANIMAL CONTROL AVAILABLE TODAY. WILL CHECK ON THIS TOMORROW.VG	
7	Invoice Type:	No Charge		Expected Charge:	\$0.00
	Call Type	Action Taken By:		Response	Disposition
	Dead Animal	No Action		No Action	N/A
Call #	Date:	2/22/2016	Caller Remarks:	2 DOGS OUT HEADING NORTH ON DILLEHAY.VG	
8	Invoice Type:	No Charge		Expected Charge:	\$0.00
	Call Type	Action Taken By:		Response	Disposition
	Stray	City Personnel		No Animal Found	N/A

# ANIMAL CONTROL REPORT

## FEBRUARY 2016

Call #	Date:	2/23/2016	Caller Remarks:	SKUNK IN A TRAP ON FRONT STEPS.VG
9	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Animal Trap	Murphy Animal Control	Murphy Pick Up	Destroyed
Call #	Date:	2/2/2016	Caller Remarks:	SKUNK IN A TRAP ON WEST SIDE OF HOUSE.VG
10	Invoice Type:	No Charge	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Wild Animal	Murphy Animal Control	Other	N/A
Call #	Date:	2/24/2016	Caller Remarks:	SKUNK IN A TRAP NEAR TREE.VG
11	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Animal Trap	Murphy Animal Control	Murphy Pick Up	Destroyed
Call #	Date:	2/24/2016	Caller Remarks:	FOLLOW UP TO RELEASE DOG FROM HOME QUARANTINE.
12	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Other	Murphy Animal Control	Other	Other

# ANIMAL CONTROL REPORT

## FEBRUARY 2016

Call #	Date:	2/25/2016	Caller Remarks:	SKUNK IN A TRAP NEAR POOL IN BACK.VG		
13	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00	
	Call Type	Action Taken By:		Response	Disposition	
	Animal Trap	Murphy Animal Control		Murphy Pick Up	Destroyed	
Call #	Date:	2/25/2016	Caller Remarks:	2 SKUNKS IN TRAPS TO THE RIGHT SIDE OF FRONT DOOR.VG		
14	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00	
	Call Type	Action Taken By:		Response	Disposition	
	Animal Trap	Murphy Animal Control		Murphy Pick Up	Destroyed	
Call #	Date:	2/29/2016	Caller Remarks:	SKUNK IN A TRAP NEAR POOL IN BACK.VG		
15	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00	
	Call Type	Action Taken By:		Response	Disposition	
	Animal Trap	Murphy Animal Control		Murphy Pick Up	Destroyed	
Call #	Date:	2/29/2016	Caller Remarks:	SKUNK IN A TRAP ON WEST SIDE OF HOUSE.VG		
16	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00	
	Call Type	Action Taken By:		Response	Disposition	
	Animal Trap	Murphy Animal Control		Murphy Pick Up	Destroyed	
				<b>TOTAL=</b>	<b>\$550.00</b>	



## **BUILDING PERMIT TOTALS**

**Feb-16**

ACCESSORY/OUTBUILDING PERMITS	2
IRRIGATION/LAWN SPRINKLER PERMITS	2
MISCELLANEOUS PERMITS	7
SWIMMING POOL PERMITS	1
REMODEL/ADDITION PERMITS	0
SINGLE FAMILY RESIDENTIAL PERMITS	5
INSPECTIONS	114

**CITY OF PARKER  
PERMIT LOG  
FEBRUARY 2016**

PERMIT NUMBER	ISSUE DATE	TYPE	ADDRESS	CONTRACTOR	DESCRIPTION	ESTIMATED VALUE	TOTAL SQUARE FOOTAGE	PERMIT FEE	DEPOSIT FEE	WATER METER FEE	SEWER TAP FEE
2016-1003	2/18/2016	ACC	6803 CHESWICK CT	ONYX RENOVATIONS	POOL CABANA	\$160,000	700	\$325.00	NA	NA	NA
2016-1004	2/9/2016	ACC	6803 AUDUBON DR	FENCE DECK & PATIO	PATIO COVER WITH GRILL	\$20,000	600	\$250.00	NA	NA	NA
2016-2003	2/1/2016	ELEC	6302 SOUTHRIDGE PKWY	SOLAR SIDE UP	SOLAR SYSTEM PANELS	NA	NA	\$75.00	NA	NA	NA
2016-6001	2/2/2016	FENCE	6800 AUDUBON DR	WYLIE FENCE & DECK	FENCE	\$14,930	NA	\$75.00	NA	NA	NA
2016-6003	2/2/2016	FENCE	7400 FOREST BEND DR	ANCHOR FENCE TEXAS	FENCE	\$21,100	NA	\$75.00	NA	NA	NA
2016-6004	2/19/2016	FENCE	6803 CHESWICK CT	TITAN FENCE	FENCE	\$10,649	NA	\$75.00	NA	NA	NA
2016-3001	2/2/2016	FSPR	5510 GREGORY LN	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA
2016-3002	2/2/2016	FSPR	6803 HAVENHURST CT	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA
2016-4005	2/26/2016	IRR	7706 WINDOMERE DR	M.L. JOHNSON	IRRIGATION	NA	NA	\$75.00	NA	NA	NA
2016-4004	2/9/2016	IRR	3710 MARGAUX DR	M.L. JOHNSON	IRRIGATION SYSTEM	\$1,100	NA	\$75.00	NA	NA	NA
2016-6005	2/25/2016	MISC	6807 ESTADOS DR	EALY	DRIVEWAY	NA	NA	\$75.00	NA	NA	NA
2016-10001	2/2/2016	POOL	3710 MARGAUX DR	M CHRISTOPHER CUSTOM POOLS	POOL	\$65,000	NA	\$500.00	NA	NA	NA
2016-9010	2/19/2016	SFR	5200 BERWICK LN	NEWCASTLE HOMES	NEW RESIDENCE	\$500,000	6,778	\$4,249.02	\$1,000	\$2,000	NA
2016-9001	2/12/2016	SFR	4705 SHEFFIELD CT	SHADDOCK HOMES	NEW RESIDENCE	\$782,000	7,483	\$4,664.97	\$1,000	\$2,000	NA
2016-9002	2/12/2016	SFR	4707 SHEFFIELD CT	SHADDOCK HOMES	NEW RESIDENCE	\$828,317	7,144	\$4,464.96	\$1,000	\$2,000	NA
2016-9003	2/24/2016	SFR	5301 NORWICK DR	NEWCASTLE HOMES	NEW RESIDENCE	\$500,000	6,127	\$3,864.93	\$1,000	\$2,000	NA
2016-9005	2/22/2016	SFR	5503 BARRINGTON DR	DFW IMPROVED(FRED LEAL)	NEW RESIDENCE	\$550,000	8,236	\$5,109.24	\$1,000	\$2,000	NA
					<b>TOTAL=</b>	<b>\$3,453,096</b>		<b>\$24,253</b>	<b>\$5,000</b>	<b>\$10,000</b>	

# PERMIT GRAPHS

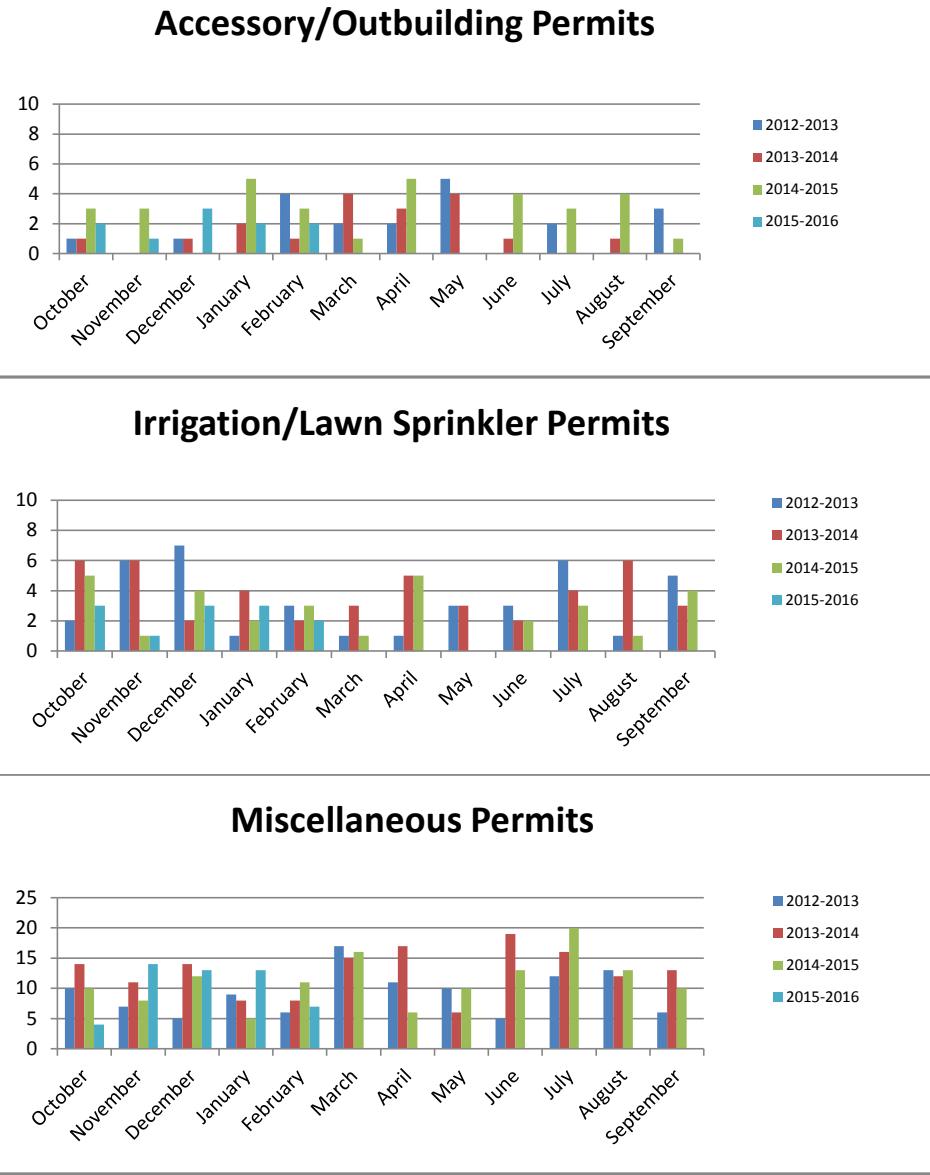
Accessory/Outbuildings Permits				
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	1	1	3	2
November	0	0	3	1
December	1	1	0	3
January	0	2	5	2
February	4	1	3	2
March	2	4	1	
April	2	3	5	
May	5	4	0	
June	0	1	4	
July	2	0	3	
August	0	1	4	
September	3	0	1	
Y-T-D Total	20	18	32	10

Irrigation/Lawn Sprinkler Permits				
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	2	6	5	3
November	6	6	1	1
December	7	2	4	3
January	1	4	2	3
February	3	2	3	2
March	1	3	1	
April	1	5	5	
May	3	3	0	
June	3	2	2	
July	6	4	3	
August	1	6	1	
September	5	3	4	
Y-T-D Total	39	46	31	12

Miscellaneous Permits				
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	10	14	10	4
November	7	11	8	14
December	5	14	12	13
January	9	8	5	13
February	6	8	11	7
March	17	15	16	
April	11	17	6	
May	10	6	10	
June	5	19	13	
July	12	16	20	
August	13	12	13	
September	6	13	10	
Y-T-D Total	111	153	134	51



# PERMIT GRAPHS

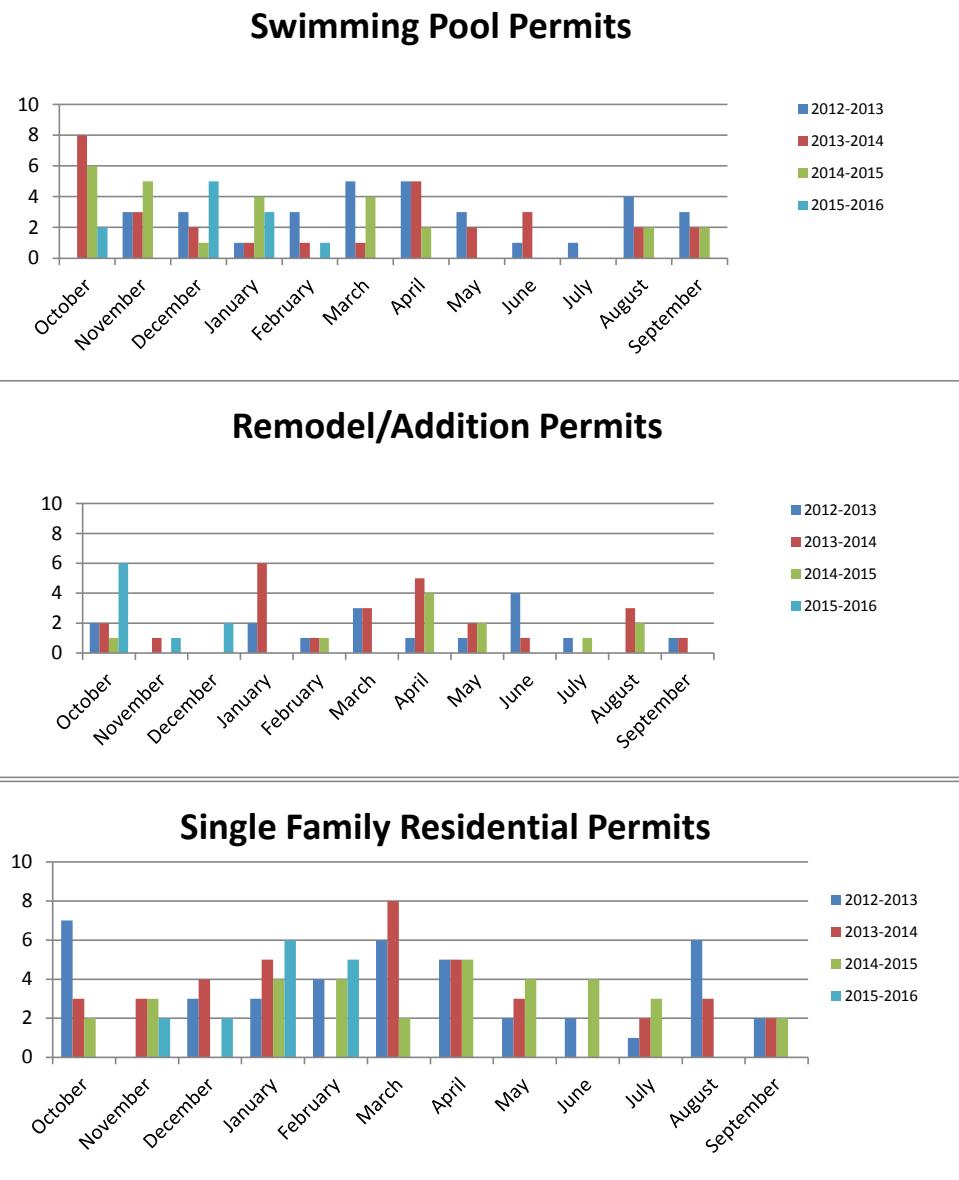
Swimming Pool Permits				
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	0	8	6	2
November	3	3	5	0
December	3	2	1	5
January	1	1	4	3
February	3	1	0	1
March	5	1	4	
April	5	5	2	
May	3	2	0	
June	1	3	0	
July	1	0	0	
August	4	2	2	
September	3	2	2	
Y-T-D Total	32	30	26	11

Remodel/Addition Permits				
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	2	2	1	6
November	0	1	0	1
December	0	0	0	2
January	2	6	0	0
February	1	1	1	0
March	3	3	0	
April	1	5	4	
May	1	2	2	
June	4	1	0	
July	1	0	1	
August	0	3	2	
September	1	1	0	
Y-T-D Total	16	25	11	9

Single Family Residential Building Permits				
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	7	3	2	0
November	0	3	3	2
December	3	4	0	2
January	3	5	4	6
February	4	0	4	5
March	6	8	2	
April	5	5	5	
May	2	3	4	
June	2	0	4	
July	1	2	3	
August	6	3	0	
September	2	2	2	
Y-T-D Total	41	38	33	15



**INSPECTION LOG**  
**FEBRUARY 2016**

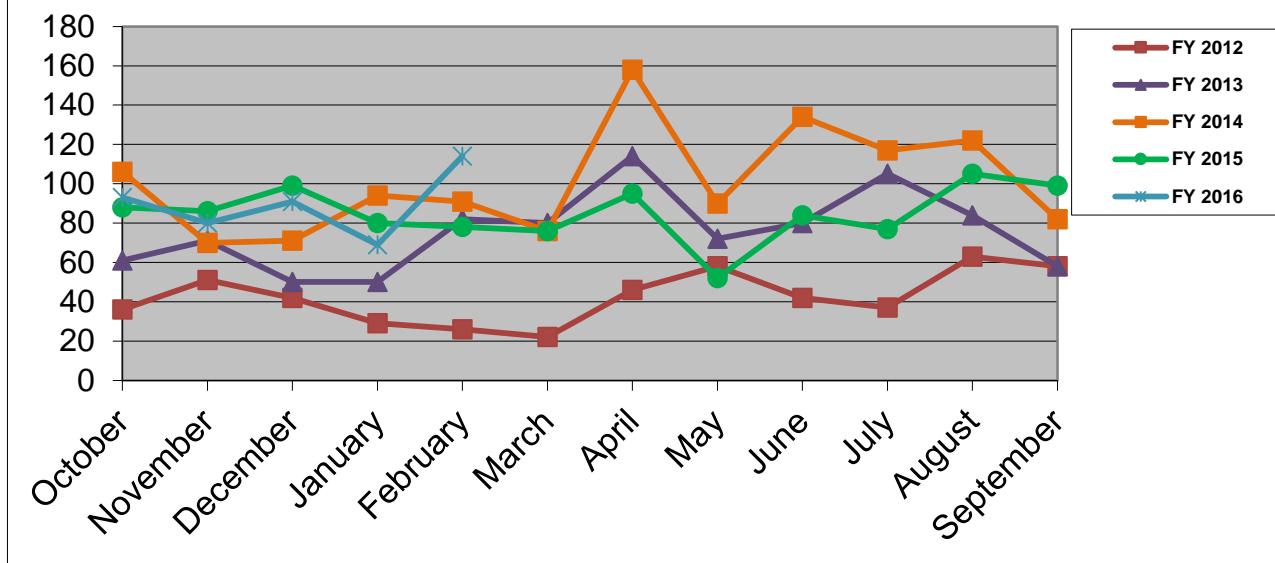
PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2016-1004	6803 AUDUBON DR	ACC	FOUNDATION	2/12/2016	2/12/2016	TRUE		ISS	1
2016-1004	6803 AUDUBON DR	ACC	OTHER	2/22/2016	2/22/2016	TRUE	GAS TO OUTDOOR COOKING AREA	ISS	1
2016-1003	6803 CHESWICK CT	ACC	OTHER	2/29/2016	2/29/2016	TRUE	ELECT CONDUIT DITCH TO HOUSE	ISS	1
2016-1001	2102 VIRGINIA PL	ACC	PLUMBING ROUGH	2/29/2016	2/29/2016	TRUE		ISS	1
2016-4003	6807 CHESWICK CT	IRR	BACKFLOW CERTIFICATE ON FILE	2/18/2016	2/18/2016	TRUE		FINAL	1
2016-5001	5802 CORINTH CHAPEL RD	MECH	FINAL	2/5/2016	2/5/2016	TRUE		FINAL	1
2015-5026	7289 MOSS RIDGE RD	MECH	CONDENSER & COIL	2/5/2016	2/5/2016	TRUE		FINAL	1
2015-5027	4605 SPRINGHILL ESTATES DR	MECH	FINAL	2/19/2016	2/19/2016	TRUE		FINAL	1
2015-5033	5006 SHADY KNOTLS DR	MECH	FINAL	2/26/2016	2/26/2016	TRUE		FINAL	1
2016-7004	5803 HATHAWAY DR	PLUM	WATER HEATER	2/2/2016	2/2/2016	TRUE		FINAL	1
2015-10016	6003 GREGORY LN	POOL	POOL PROTECTION CERTIFICATION	2/22/2016	2/22/2016	TRUE		ISS	1
2015-10022	6803 AUDUBON DR	POOL	BELLY STEEL	2/17/2016	2/17/2016	TRUE		ISS	1
2015-10020	4113 BROOKWOOD DR	POOL	DECK STEEL	2/17/2016	2/17/2016	TRUE		ISS	1
2015-10021	6803 CHESWICK CT	POOL	BELLY STEEL	2/2/2016	2/2/2016	TRUE		ISS	1
2015-10019	2900 DUBLIN RD	POOL	DECK STEEL	2/1/2016	2/1/2016	TRUE		ISS	1
2015-10017	3602 JEFFREY DR	POOL	BELLY STEEL	2/17/2016	2/17/2016	TRUE		ISS	1
2016-10001	3710 MARGAUX DR	POOL	BELLY STEEL	2/8/2016	2/8/2016	TRUE		ISS	1
2016-10001	3710 MARGAUX DR	POOL	GAS LINE TO POOL HEATER	2/11/2016	2/11/2016	TRUE		ISS	1
2015-10012	5906 MIDDLETON DR	POOL	POOL FINAL	2/11/2016	2/11/2016	TRUE		FINAL	1
2015-10015	5807 PARKER VILLAGE DR	POOL	FENCE FINAL	2/3/2016	2/3/2016	TRUE		FINAL	1
2015-10015	5807 PARKER VILLAGE DR	POOL	POOL PROTECTION CERTIFICATION	2/11/2016	2/11/2016	TRUE		FINAL	1
2015-10015	5807 PARKER VILLAGE DR	POOL	POOL FINAL	2/11/2016	2/11/2016	TRUE		FINAL	1
2015-80011	6800 AUDUBON DR	REMOD	PLUMBING ROUGH	2/15/2016	2/15/2016	TRUE		ISS	1
2015-80015	6002 RANCHVIEW CT	REMOD	BUILDING FINAL	2/2/2016	2/2/2016	TRUE		FINAL	1
2015-80008	5609 PARKER RD E	REMOD	BUILDING FINAL	2/9/2016	2/9/2016	TRUE		FINAL	1
2015-80005	5310 ESTATE LN	REMOD	PLUMBING TOP-OUT	2/22/2016	2/22/2016	TRUE		ISS	1
2015-80005	5310 ESTATE LN	REMOD	ELECTRICAL ROUGH	2/22/2016	2/22/2016	TRUE		ISS	1
2015-80005	5310 ESTATE LN	REMOD	MECHANICAL ROUGH	2/22/2016	2/22/2016	TRUE		ISS	1
2015-80005	5310 ESTATE LN	REMOD	FRAMING	2/22/2016	2/22/2016	TRUE		ISS	1
2015-9035	5401 BARRINGTON DR	SFR	T-POLE	2/11/2016	2/11/2016	TRUE		ISS	1
2016-9005	5503 BARRINGTON DR	SFR	T-POLE	2/24/2016	2/24/2016	TRUE		ISS	1
2016-9005	5503 BARRINGTON DR	SFR	FORM SURVEY	2/24/2016	2/24/2016	TRUE		ISS	1
2016-9005	5503 BARRINGTON DR	SFR	PLUMBING ROUGH	2/26/2016	2/26/2016	TRUE		ISS	1
2014-9030	5503 ESTATE LN	SFR	SURVEY PLAT	2/8/2016	2/8/2016	TRUE		FINAL	1
2015-9007	6802 HAVENHURST CT	SFR	BUILDING FINAL	2/2/2016	2/2/2016	TRUE		FINAL	1
2015-9007	6802 HAVENHURST CT	SFR	SURVEY PLAT	2/2/2016	2/2/2016	TRUE		FINAL	1
2015-9029	6703 CHESWICK CT	SFR	METER RELEASE - GAS	2/22/2016	2/22/2016	TRUE		ISS	1

**INSPECTION LOG**  
**FEBRUARY 2016**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2015-9029	6703 CHESWICK CT	SFR	METER RELEASE - ELECTRIC	2/22/2016	2/22/2016	TRUE		ISS	1
2015-9013	6807 CHESWICK CT	SFR	METER RELEASE - GAS	2/3/2016	2/3/2016	TRUE		ISS	1
2015-9013	6807 CHESWICK CT	SFR	METER RELEASE - ELECTRIC	2/3/2016	2/3/2016	TRUE		ISS	1
2015-9025	6808 CHESWICK CT	SFR	METER RELEASE - GAS	2/29/2016	2/29/2016	TRUE		ISS	1
2015-9025	6808 CHESWICK CT	SFR	METER RELEASE - ELECTRIC	2/29/2016	2/29/2016	TRUE		ISS	1
2015-9023	5510 GREGORY LN	SFR	PLUMBING TOP-OUT	2/26/2016		FALSE	FAILED 2/26/16	ISS	1
2015-9023	5510 GREGORY LN	SFR	ELECTRICAL ROUGH	2/26/2016		FALSE	FAILED 2/26/16	ISS	1
2015-9023	5510 GREGORY LN	SFR	MECHANICAL ROUGH	2/26/2016		FALSE	FAILED 2/26/16	ISS	1
2015-9023	5510 GREGORY LN	SFR	FRAMING	2/26/2016		FALSE	FAILED 2/26/16	ISS	1
2015-9019	3602 JEFFREY DR	SFR	DRIVEWAY APPROACH	2/3/2016	2/8/2016	TRUE	FAILED 2/3/16	ISS	2
2015-9019	3602 JEFFREY DR	SFR	METER RELEASE - ELECTRIC	2/29/2016		FALSE	FAILED 2/29/16	ISS	1
2015-9019	3602 JEFFREY DR	SFR	METER RELEASE - GAS	2/29/2016	2/29/2016	TRUE		ISS	1
2015-9022	3710 MARGAUX DR	SFR	DRIVEWAY APPROACH	2/2/2016	2/2/2016	TRUE		ISS	1
2015-9034	5807 MIDDLETON DR	SFR	PLUMBING ROUGH	2/8/2016	2/9/2016	TRUE	FAILED 2/8/16	ISS	1
2015-9034	5807 MIDDLETON DR	SFR	FORM SURVEY	2/9/2016	2/9/2016	TRUE		ISS	1
2015-9034	5807 MIDDLETON DR	SFR	FOUNDATION	2/17/2016	2/17/2016	TRUE		ISS	1
2015-9037	4405 SALISBURY DR	SFR	T-POLE	2/11/2016	2/11/2016	TRUE		ISS	1
2015-9036	4407 SALISBURY DR	SFR	T-POLE	2/11/2016	2/11/2016	TRUE		ISS	1
2015-9036	4407 SALISBURY DR	SFR	FORM SURVEY	2/26/2016	2/26/2016	TRUE		ISS	1
2015-9036	4407 SALISBURY DR	SFR	PLUMBING ROUGH	2/26/2016		FALSE	FAILED 2/26/16	ISS	1
2015-9016	7706 WINDOMERE DR	SFR	METER RELEASE - ELECTRIC	2/17/2016	2/26/2016	TRUE	FAILED 2/17/16	ISS	2
2015-9016	7706 WINDOMERE DR	SFR	METER RELEASE - GAS	2/17/2016	2/26/2016	TRUE	FAILED 2/17/16	ISS	2
2015-9020	7711 WINDOMERE DR	SFR	DRIVEWAY APPROACH	2/29/2016	2/29/2016	TRUE		ISS	1
2015-5024	5603 PEMBROKE CT	MECH	FINAL	1/29/2016	2/5/2016	TRUE	FAILED 1/29/16	FINAL	2
20151-0005	6702 HAVENHURST CT	POOL	POOL FINAL	7/15/2015	2/2/2016	TRUE	FAILED 7/15/15	FINAL	2
20141-0025	6902 OVERBROOK DR	POOL	POOL FINAL	7/22/2015	2/29/2016	TRUE	FAILED 7/22 & 7/27	FINAL	33
20151-0011	6205 NORTHRIDGE PKWY	POOL	POOL FINAL	12/18/2015	2/4/2016	TRUE	FAILED 12/18/15	FINAL	2
20158-0005	5310 ESTATE LN	REMOD	FOUNDATION	1/1/2016	2/2/2016	TRUE	FAILED 1/1/16	ISS	2
2015-9007	6802 HAVENHURST CT	SFR	PLUMBING TOP-OUT	10/13/2015	2/2/2016	TRUE	FAILED 10/13/15	FINAL	2
2015-9007	6802 HAVENHURST CT	SFR	ELECTRICAL ROUGH	10/13/2015	2/2/2016	TRUE	FAILED 10/13/15	FINAL	2
2015-9007	6802 HAVENHURST CT	SFR	MECHANICAL ROUGH	10/13/2015	2/2/2016	TRUE	FAILED 10/13/15	FINAL	2
2015-9007	6802 HAVENHURST CT	SFR	FRAMING	10/13/2015	2/2/2016	TRUE	FAILED 10/13/15	FINAL	2
2014-9030	5503 ESTATE LN	SFR	BUILDING FINAL	1/20/2016	2/8/2016	TRUE	FAILED 1/20/16	FINAL	2
								<b>TOTAL =</b>	<b>114</b>

## Monthly Inspection Report

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
<b>October</b>	36	61	106	88	93
<b>November</b>	51	71	70	86	80
<b>December</b>	42	50	71	99	91
<b>January</b>	29	50	94	80	69
<b>February</b>	26	82	91	78	114
<b>March</b>	22	80	76	76	
<b>April</b>	46	114	158	95	
<b>May</b>	58	72	90	52	
<b>June</b>	42	80	134	84	
<b>July</b>	37	105	117	77	
<b>August</b>	63	84	122	105	
<b>September</b>	58	58	82	99	
<b>Year Total</b>	<b>510</b>	<b>907</b>	<b>1211</b>	<b>1019</b>	<b>447</b>





**CODE ENFORCEMENT REPORT**  
2015-2016

<b>Violation Description</b>	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	<b>YTD Totals</b>
High Grass													0
Illegal Dumping		1		2									3
Illegal Structure	1		1										2
Illegal Vehicle													0
Junked Vehicles													0
Lot Maintenance	3	5	3	5	2								18
Trash and Debris	2	3	2	5	2								14
<hr/>													
<b>ITEM TOTALS</b>	6	9	6	12	4	0	0	0	0	0	0	0	37

<b>Officer Actions</b>	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	<b>YTD Totals</b>
Verbal Warnings	6	9	6	10	6								37
Complied/Resolved	6	9	6	10	6								37
10 Day Notice (Letters Mailed)													0
Extension Granted													0
Complied/Resolved													0
Citations Issued					2								2
Stop Work Order													0
Misc													0
<hr/>													

CODE ENFORCEMENT REPORT  
2015-2016

<b>ITEM TOTALS</b>	12	18	12	20	14	0	0	0	0	0	0	76
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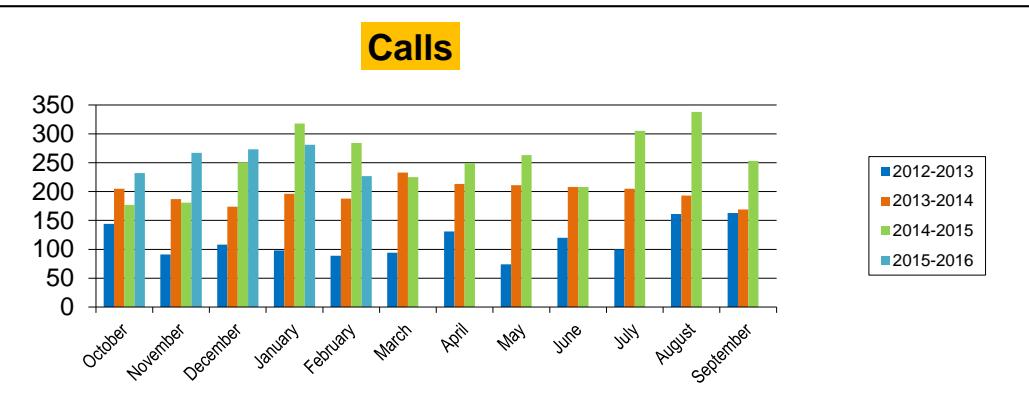
## City of Parker Municipal Court Monthly Report

Feb, 2016	Traffic Misdemeanors	Non-Traffic Misdemeanors
<b>New Cases Filed</b>	58	13
Total Pending Cases	963	371
Uncontested Dispositions	*660	*140
<b>Compliance Dismissals</b>		
After Driver Safety Course	18	
After Deferred Disposition	13	1
After Proof of Insurance	5	
Other Dismissals	3	0
<b>Total Cases Disposed</b>	699	141
<b>Arrest Warrants Issued</b>	0	
Show Cause Hearings Held	17	0
Trials	0	0
<b>Fines, Court Costs &amp; Other Amounts Collected:</b>		
Retained by City	\$13,947.00	
Remitted to State	\$8,285.00	
<b>Total</b>	<b>\$22,232.00</b>	

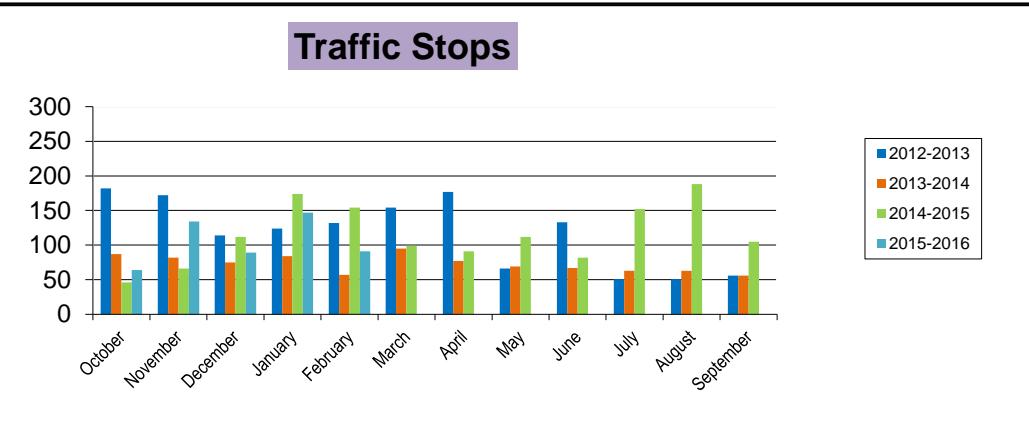
\* Court IT discovered a total of 718 previously closed cases that reverted back to Open Status due to server crash in 2015. Cases were closed in Feb, 2016.

**City of Parker  
POLICE DEPARTMENT  
MONTHLY REPORT**

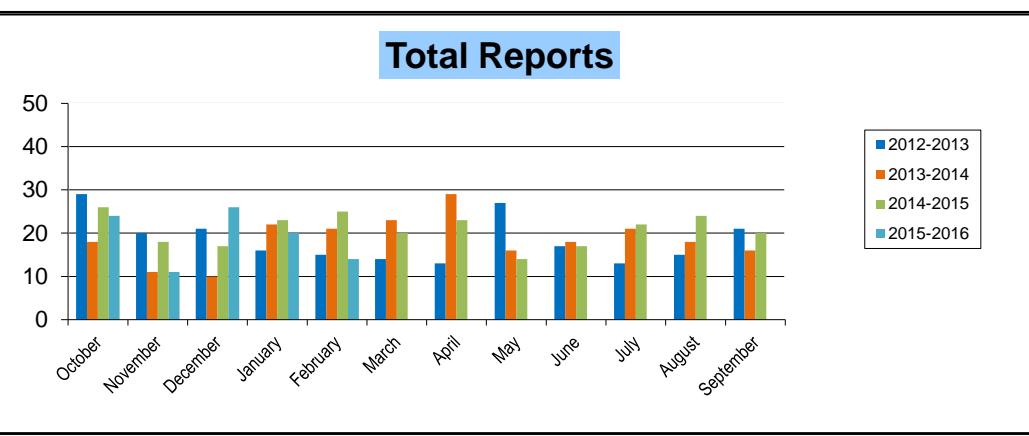
<b>Calls</b>	2012-2013	2013-2014	2014-2015	2015-2016
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	144	205	177	232
November	91	187	181	267
December	108	174	251	273
January	98	196	318	281
February	89	188	284	227
March	94	233	225	
April	131	213	249	
May	74	211	263	
June	120	208	208	
July	100	205	305	
August	161	193	338	
September	163	169	253	
<b>Y-T-D Total</b>	<b>1373</b>	<b>2382</b>	<b>3052</b>	<b>1280</b>



<b>Traffic Stops</b>	2012-2013	2013-2014	2014-2015	2015-2016
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	182	87	46	64
November	172	82	66	134
December	114	75	112	89
January	124	84	174	147
February	132	57	154	91
March	154	95	99	
April	177	77	91	
May	66	69	112	
June	133	67	82	
July	51	63	152	
August	51	63	188	
September	56	56	105	
<b>Y-T-D Total</b>	<b>1412</b>	<b>875</b>	<b>1381</b>	<b>525</b>



<b>Total Reports</b>	2012-2013	2013-2014	2014-2015	2015-2016
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	29	18	26	24
November	20	11	18	11
December	21	10	17	26
January	16	22	23	20
February	15	21	25	14
March	14	23	20	
April	13	29	23	
May	27	16	14	
June	17	18	17	
July	13	21	22	
August	15	18	24	
September	21	16	20	
<b>Y-T-D Total</b>	<b>221</b>	<b>223</b>	<b>249</b>	<b>95</b>

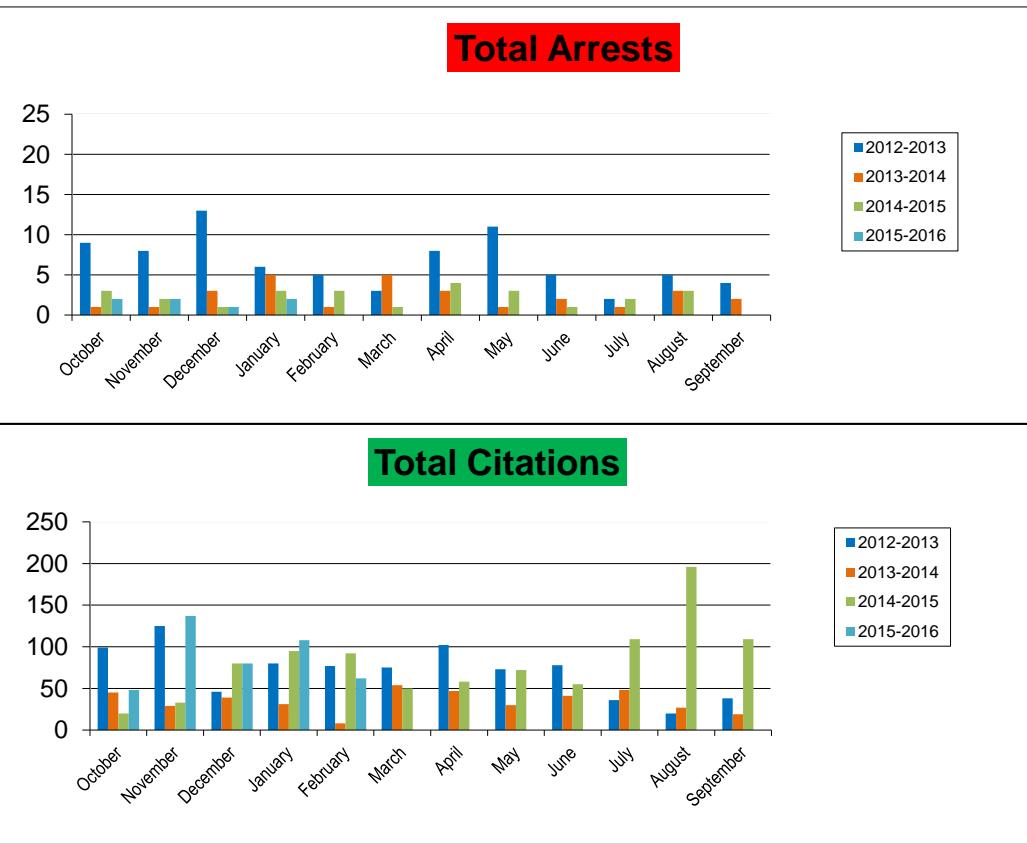


**City of Parker  
POLICE DEPARTMENT  
MONTHLY REPORT**

<b>Total Arrests</b>				
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	9	1	3	2
November	8	1	2	2
December	13	3	1	1
January	6	5	3	2
February	5	1	3	0
March	3	5	1	
April	8	3	4	
May	11	1	3	
June	5	2	1	
July	2	1	2	
August	5	3	3	
September	4	2	0	
<b>Y-T-D Total</b>	<b>79</b>	<b>28</b>	<b>26</b>	<b>7</b>

<b>Total Citations</b>				
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016
October	99	45	20	48
November	125	29	33	137
December	46	39	80	80
January	80	31	95	108
February	77	8	92	62
March	75	54	50	
April	102	47	58	
May	73	30	72	
June	78	41	55	
July	36	48	109	
August	20	27	196	
September	38	19	109	
<b>Y-T-D Total</b>	<b>849</b>	<b>418</b>	<b>969</b>	<b>435</b>



City of Parker  
POLICE DEPARTMENT  
VEHICLE MAINTENANCE

City of Parker  
POLICE DEPARTMENT  
VEHICLE MAINTENANCE

**CITY OF PARKER  
RESERVE OFFICERS HOURS**

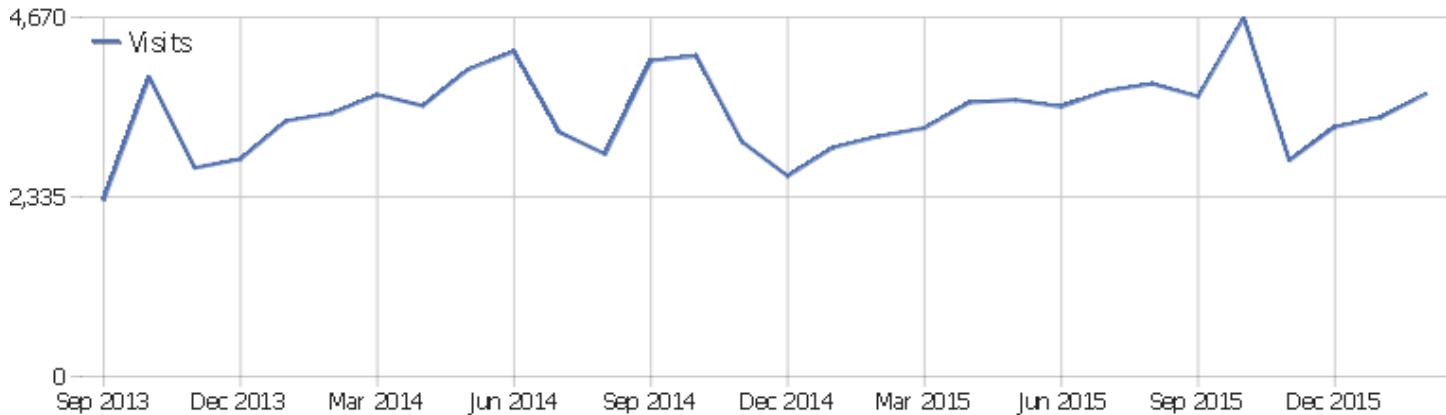
# PIWIK

Parker, TX

Date range: February 2016

Monthly Web Report

## Visits Summary



Name	Value
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Unique visitors	2,909
Visits	3,675
Actions	10,979
Maximum actions in one visit	143
Actions per Visit	3
Avg. Visit Duration (in seconds)	00:02:20
Bounce Rate	53%

# Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
bids	4	1	50%
employment	3	2	67%
alarm	2	1	0%
bid postings	2	1	0%
city attorney	2	2	100%
hours	2	1	50%
maps	2	1	0%
public information/records request	2	1	50%
zoning ordinance	2	1	50%
15475 carob cr parker co 80134	1	1	100%
agenda & minutes	1	1	0%
agricultural exemption	1	1	0%
agricultural exemption	1	4	100%
ag rollback tax	1	1	0%
alarm permit	1	1	0%
alarm renewals	1	1	0%
audio of council meeting	1	1	0%
bids playground	1	2	0%
brandon powell	1	1	0%
broken trash	1	1	0%
budget	1	3	0%
building code	1	1	0%
building permit	1	1	0%
Others	100	138	22%

## Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	2,000	4,980	3	00:02:09	62%	\$ 0
Search Engines	1,522	5,575	4	00:02:38	43%	\$ 0
Websites	153	424	3	00:01:43	41%	\$ 0

# Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
🇺🇸 United States	3,445	10,589	3	00:02:25	52%	\$ 0
🇨🇳 China	36	39	1	00:00:43	92%	\$ 0
🇩🇪 Germany	32	38	1	00:00:00	97%	\$ 0
🇬🇧 United Kingdom	26	30	1	00:00:01	92%	\$ 0
🇨🇦 Canada	23	40	2	00:01:55	74%	\$ 0
🇺🇦 Ukraine	13	16	1	00:02:02	77%	\$ 0
🇷🇺 Russia	12	20	2	00:00:23	50%	\$ 0
🇫🇷 France	11	58	5	00:02:27	27%	\$ 0
🇮🇳 India	11	39	4	00:04:31	45%	\$ 0
🇵🇭 Philippines	8	14	2	00:00:47	63%	\$ 0
🇦🇺 Australia	5	14	3	00:06:36	40%	\$ 0
🇸🇪 Sweden	5	5	1	00:00:00	100%	\$ 0
🇻🇳 Vietnam	5	6	1	00:00:37	80%	\$ 0
🇳🇬 Nigeria	4	6	2	00:00:48	50%	\$ 0
🇪🇦 United Arab Emirates	4	5	1	00:00:00	75%	\$ 0
🇮🇪 Ireland	3	3	1	00:00:00	100%	\$ 0
🇳🇱 Netherlands	3	9	3	00:03:45	67%	\$ 0
🇪🇸 Spain	3	3	1	00:00:00	100%	\$ 0
🇧🇷 Brazil	2	2	1	00:00:00	100%	\$ 0
🇪🇬 Egypt	2	6	3	00:08:14	0%	\$ 0
🇿🇦 South Africa	2	4	2	00:00:53	50%	\$ 0
🇰🇷 South Korea	2	2	1	00:00:00	100%	\$ 0
🇹🇷 Turkey	2	2	1	00:00:00	100%	\$ 0
Others	16	29	2	00:01:07	56%	\$ 0

## Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
Desktop	2,611	8,258	3	00:02:34	51%	0%
Smartphone	726	1,801	3	00:01:35	61%	0%
Tablet	250	722	3	00:02:25	52%	0%
Unknown	50	117	2	00:01:28	66%	0%
Phablet	38	81	2	00:01:08	66%	0%



## Council Agenda Item

Item 6  
C'Sec Use Only

Budget Account Code:	Meeting Date: March 15, 2016
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: March 9, 2016
Exhibits:	<ol style="list-style-type: none"><li>1. 2016 Water Impact Fee Analysis</li><li>2. 2016 Roadway Impact Fee Analysis</li></ol>

### AGENDA SUBJECT

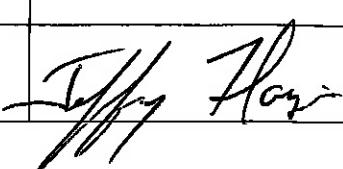
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON IMPACT FEE PROPOSAL AND COST INFORMATION. [FLANIGAN]

### SUMMARY

Impact Fees were discussed at the November 10, 2015 ANNUAL PLANNING SESSION. City Attorney Shepherd was asked to make a brief report on Impact Fees at the November 17, 2015 City Council meeting; the Water Rate Review Committee (WRRC) mentioned Impact Fees for a source of revenue to offset costs, when making their WRRC recommendations at the December 15, 2015 City Council meeting; and City Engineer Birkhoff was asked to prepare a presentation on Impact Fees for the February 29, 2016 City Council meeting. City Administrator Flanigan and City Engineer Birkhoff were then asked to get together and prepare an Impact Fee proposal with cost information for tonight's meeting. The agreements are attached for your review.

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	3/10/16

# PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **City of Parker, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

## WITNESSETH:

**WHEREAS**, the City desires to engage the services of the Engineer to complete **2016 Water Impact Fee Analysis**, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein.

## NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

### I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

### II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are non-intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

### **III. Schedule of Work**

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Conflict of Interest**

The Consultant hereby represents and covenants that neither it nor any of its employees or representatives, has or shall have, directly or indirectly, any agreement or arrangement with any party that would constitute a conflict of interest in regard to the work being performed by the City during the terms of this agreement. Consultant will inform the City of other assignments undertaken on behalf of neighboring communities or governmental agencies that may constitute a conflict of interest.

### **V. Indemnity and Liability**

The Consultant agrees the City of Parker will not be held liable for any personal or real property damages occurring from acts of agents during the tenure of said agreement.

### **VI. General Indemnity**

Consultant agrees to indemnify and save City harmless from and against all losses, claims, demands, damages, and causes of action resulting from the negligent acts or omissions of the Consultant, its officers, agents, or employees. Such obligations shall not be construed or negate, oblige, or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any part or persons described in this paragraph. Notwithstanding any of the above, neither party to this agreement shall be liable for any indirect, remote, or consequential damages.

### **VII. Entirety of Agreement**

This agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This agreement as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

### **VIII. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth, and attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "B". City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

### **IX. Information To Be Provided By The City**

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

### **X. Insurance**

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$2,000,000), Worker's Compensation, General Liability and Automobile Insurance.

### **XI. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

### **XII. Contract Termination**

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

### **XIII. Time of Performance**

Provide Impact Fee Report 90-calendar days from delivery of Land Use Plan, Population Projections and other information to be provided by the City.

#### **XIV. Engineer's Opinion of Cost**

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

#### **XV. Construction**

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

#### **XVI. Personnel**

The Consultant represents that it has or will secure at its own expense all personnel required to perform the services covered by this contract.

#### **XVII. Ownership of Documents**

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Scope of Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

#### **XVIII. Complete Contract**

This Agreement, including the exhibits hereto numbered "A" through "B" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

## **XIX. Independent Contractor**

Consultant certifies that the firm is an independent contractor, and none of its contractors, employees, agents, or independent workmen shall be deemed an employee of the City of Parker for any purpose whatsoever.

## **XX. Mailing of Notices**

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

Mr. Jeff Flanigan  
City Administrator  
City of Parker  
5700 E. Parker Rd.  
Parker, Texas 75002  
Phone: (972) 442-4105

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

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

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

## **XXI. Contract Amendments**

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

## **XXII. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

**IN WITNESS OUR HANDS AND SEALS**, the parties hereto have affixed their signatures on the date indicated below.

**CITY OF PARKER, TEXAS**  
*A Texas Home-Rule Municipal Corporation*  
*Or*  
*A Texas General Law City*

By: \_\_\_\_\_  
Z Marshall, Mayor

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

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
*A Texas Limited Liability Partnership*  
*Texas Board of Professional Engineers Firm No. 526*  
*Texas Board of Professional Land Surveyors Firm No. 100318-00*

By: \_\_\_\_\_  
John W. Birkhoff, P.E., Partner

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

## **ATTEST**

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

# **EXHIBIT “A”**

## **SCOPE OF SERVICES**

### ***2016 WATER IMPACT FEE ANALYSIS***

#### **A. Water Distribution System Hydraulic Model**

Update the existing Water Distribution Hydraulic Models using design demands with:

1. January 2016 Population, 2026 Population and Buildout Population to be provided by the City).
2. Projected Land Use Assumptions (to be provided by the City).
3. Land use absorption in the 10-year period 2016 – 2026 (to be provided by the City).

#### **B. Engineering Analysis for the Water Impact Fee Calculation**

1. Review the water capital improvement projects included in the Water Distribution Master Plan and summarize the current status of the program along with a comparison of actual project cost to the estimates used. City to provide final construction payment request, Engineer fees paid and easement/ROW cost on Water projects, where available.
2. Analysis based on a single service area map that is bounded by City Limit lines.
3. Development of a 10-year capital improvement program including cost estimates and implementation schedule. The 10-year Capital Improvement Program will be based on land use and growth assumptions provided by the City of Parker.
4. Inventory new and existing water projects eligible for the impact fee program. Specifically excluded from the impact fee analysis is water treatment, pumping and transmission facilities owned and operated by the North Texas Municipal Water District.
5. For each water project identified, analyze the capacity currently utilized, total capacity available, the capacity utilized over the impact fee period.
6. Review of the existing living unit equivalent (LUE) for the water impact fee. Water meter count by size shall be provided by the city.
7. Calculate the water impact fee based on the list of projects eligible for recovery, actual construction cost of existing projects, projected cost of projects on the 10-year C.I.P, living unit equivalent and the utilized capacity of the facilities over the 10-year period. Maximum fee will be based on 50% of total allowable fees.

8. Coordinate information and findings with City staff,
9. Participate in four public meetings.

**C. Impact Fee Deliverables**

1. Prepare and deliver one (1) unbound original plan document of the Engineering Analysis for the Impact Fee Update. The report will be capable of reproduction by the City.
2. Prepare and deliver ten (10) bound copies of the Engineering Analysis for the Impact Fee Update Report, including methodology of the analysis.
3. Prepare and deliver ten (10) color coded maps of the Water Distribution System Master Plan.
4. Present the findings to the City staff, Impact Fee Advisory Committee and/or City Council.

**D. City's Responsibility**

1. Population Projections: January 2016, January 2026 Buildout
2. Land Use Plan adopted by City Council
3. Land Use Absorption in 10-year period: Residential and Employment
4. Final Pay Request of CIP Projects
5. Water Meter Count by Size and Use
6. City Boundaries and any ETJ Boundaries
7. Cost Data on Water CIP Projects

**E. Exclusions**

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- 1) Legal Services
- 2) Preparation of Ordinance
- 3) Public Notice Notifications
- 4) Scheduling of Advisory Committee and Council Meeting
- 5) Public Meetings beyond Four
- 6) Fiduciary responsibility to the Client

## **EXHIBIT “B”**

### **COMPENSATION**

#### ***2016 WATER IMPACT FEE ANALYSIS***

Compensation for engineering services for the Water Impact Fee for this contract shall be based on a lump sum amount. The total fee will not exceed \$20,000.00 without written approval from the City of Parker.

Billings shall be posted monthly based on percent of services completed on the contract, with payment due within thirty days from the date of the invoice.

# **PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **City of Parker, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

## **WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to complete **2016 Roadway Impact Fee Analysis**, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein.

## **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

### **I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

### **II. Scope of Services**

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are non-intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

### **III. Schedule of Work**

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Conflict of Interest**

The Consultant hereby represents and covenants that neither it nor any of its employees or representatives, has or shall have, directly or indirectly, any agreement or arrangement with any party that would constitute a conflict of interest in regard to the work being performed by the City during the terms of this agreement. Consultant will inform the City of other assignments undertaken on behalf of neighboring communities or governmental agencies that may constitute a conflict of interest.

### **V. Indemnity and Liability**

The Consultant agrees the City of Parker will not be held liable for any personal or real property damages occurring from acts of agents during the tenure of said agreement.

### **VI. General Indemnity**

Consultant agrees to indemnify and save City harmless from and against all losses, claims, demands, damages, and causes of action resulting from the negligent acts or omissions of the Consultant, its officers, agents, or employees. Such obligations shall not be construed or negate, oblige, or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any part or persons described in this paragraph. Notwithstanding any of the above, neither party to this agreement shall be liable for any indirect, remote, or consequential damages.

### **VII. Entirety of Agreement**

This agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This agreement as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

## **VIII. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth, and attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "B". City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

## **IX. Information To Be Provided By The City**

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

## **X. Insurance**

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$2,000,000), Worker's Compensation, General Liability and Automobile Insurance.

## **XI. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

## **XII. Contract Termination**

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

## **XIII. Time of Performance**

Provide Impact Fee Report 90-calendar days from delivery of Land Use Plan, Population Projections and other information to be provided by the City.

#### **XIV. Engineer's Opinion of Cost**

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

#### **XV. Construction**

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

#### **XVI. Personnel**

The Consultant represents that it has or will secure at its own expense all personnel required to perform the services covered by this contract.

#### **XVII. Ownership of Documents**

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Scope of Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

#### **XVIII. Complete Contract**

This Agreement, including the exhibits hereto numbered "A" through "B" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

## **XIX. Independent Contractor**

Consultant certifies that the firm is an independent contractor, and none of its contractors, employees, agents, or independent workmen shall be deemed an employee of the City of Parker for any purpose whatsoever.

## **XX. Mailing of Notices**

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

Mr. Jeff Flanigan  
City Administrator  
City of Parker  
5700 E. Parker Rd.  
Parker, Texas 75002  
Phone: (972) 442-4105

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

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

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

## **XXI. Contract Amendments**

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

## XXII. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

**IN WITNESS OUR HANDS AND SEALS**, the parties hereto have affixed their signatures on the date indicated below.

**CITY OF PARKER, TEXAS**  
*A Texas Home-Rule Municipal Corporation*  
*Or*  
*A Texas General Law City*

By: \_\_\_\_\_  
Z Marshall, Mayor

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

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
*A Texas Limited Liability Partnership*  
*Texas Board of Professional Engineers Firm No. 526*  
*Texas Board of Professional Land Surveyors Firm No. 100318-00*

By: \_\_\_\_\_  
John W. Birkhoff, P.E., Partner

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

## ATTEST

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

# EXHIBIT “A”

## SCOPE OF SERVICES

### ***2016 ROADWAY IMPACT FEE ANALYSIS***

#### **A. Traffic Impact Fee Calculation**

##### **1. Data Collection (Lee Engineering)**

Collect available traffic volume and roadway data (thoroughfare plan and roadway cross sections). Identify additional data need, and collect the data as required.

##### **2. Review Service Areas (Lee Engineering)**

Review the existing traffic survey zone map and establish service area boundary.

##### **3. Land Uses and Roadways (Lee Engineering)**

Review existing land use data provided by the City of Parker and compile it into a format for use in developing roadway impact fees. The number of vehicle trips generated by existing land uses and average trip lengths, if necessary, will be calculated. Compile an inventory of the existing roadways and compile the data for use in updating the impact fee.

##### **4. Growth Assumptions (BHC and Lee Engineering)**

Review projected land use, population data and identify new traffic demands that will be generated in the next 10-years and at build-out.

##### **5. 10-Year Roadway Improvement C.I.P. (BHC and Lee Engineering)**

Develop 10-year Roadway CIP to ensure that projected demands will be served. Projects will be reviewed for roadway impact fee funding eligibility. Other eligible recoupment projects (traffic signals) will also be identified. Future roadway costing will be included.

##### **6. Develop Service Unit Generation Rates (Lee Engineering)**

Develop Service Unit Generator and the Service Unit Equivalency table.

##### **7. Calculate Maximum Fee Per Service Unit (Lee Engineering)**

Based on the project cost data, projected growth data, service units, actual cost and a maximum fee per service unit will be calculated for each service area. The fee will be 50% of total projected cost of implementing the CIP.

##### **8. Meetings (BHC and Lee Engineering)**

Participate in four (4) public meetings.

## **B. Impact Fee Deliverables**

1. Prepare and deliver one (1) unbound original plan document of the Engineering Analysis for the Impact Fee Update. The report will be capable of reproduction by the City.
2. Prepare and deliver ten (10) bound copies of the Engineering Analysis for the Impact Fee Update Report, including methodology of the analysis.
3. Prepare and deliver ten (10) color coded maps of the Water Distribution System Master Plan Map and ten (10) color coded maps of the Wastewater System Master Plan.
4. Present the findings to the City staff, Impact Fee Advisory Committee and/or City Council.

## **C. City's Responsibility**

1. Population Projections: January 2016, January 2026, and Buildout
2. Land Use Plan adopted by City Council
3. Land Use Absorption in 10-year period: Residential and Employment
4. Final Pay Request of CIP Projects
5. Thoroughfare Plan
6. Roadway Standard Cross Section
7. City Boundaries and any ETJ Boundaries
8. Cost Data on Traffic Signal Projects

## **D. Exclusions**

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- 1) Legal Services
- 2) Preparation of Ordinance
- 3) Public Notice Notifications
- 4) Scheduling of Advisory Committee and Council Meeting
- 5) Public Meetings beyond Four
- 6) Fiduciary Responsibility to the Client

## **EXHIBIT “B”**

### **COMPENSATION**

#### ***2016 ROADWAY IMPACT FEE ANALYSIS***

Compensation for engineering services for the Roadway Impact Fee for this contract shall be based on a lump sum amount. Subconsultant for Roadway Impact Fee determination will be Lee Engineering, Inc. of Dallas, Texas. The total fee will not exceed \$20,000.00 without written approval from the City of Parker.

Billings shall be posted monthly based on percent of services completed on the contract, with payment due within thirty days from the date of the invoice.



## Council Agenda Item

Budget Account Code:	Meeting Date: March 15, 2016
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: March 9, 2016
Exhibits:	Proposed Resolution

### AGENDA SUBJECT

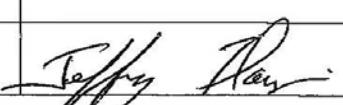
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ENGINEERING CONTRACT  
RESOLUTION NO. 2016-504. [SHEPHERD]

### SUMMARY

The Engineering Review Subcommittee and the Contract Committee met and recommended Birkhoff, Hendricks and Carter, LLP. City Council accepted the recommendation and approved Birkhoff, Hendricks, and Carter, LLP, as the engineering firm, subject to satisfactory contract negotiations. City Attorney Shepherd is currently modifying the contract and will provide a draft at Council meeting.

### POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	3/11/16

**RESOLUTION NO. 2016-504**  
**(PROFESSIONAL ENGINEERING SERVICES AGREEMENT)**

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

**WHEREAS**, the City of Parker has received and reviewed the responses to the Request for Qualifications advertised by the City; and

**WHEREAS**, the City of Parker requested a proposed contract from the firm of Birkhoff, Hendricks and Carter, which is attached as Exhibit A (the "Agreement"); and

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

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

**SECTION 1.** The terms and conditions of the Agreement are approved.

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

**SECTION 3.** That all provisions of the resolutions of the City of Parker in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the resolution of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

**DULY RESOLVED** by the City Council of the City of Parker, Texas and effective on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED:**  
**CITY OF PARKER**

---

Z Marshall, Mayor

ATTEST:

---

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

---

James E. Shepherd, City Attorney

EXHIBIT A  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

	ITEM DESCRIPTION	CONTACT	Notes
<b>2016</b>			
TBD	Create a comprehensive zoning ordinance review committee (Fence Requirements)	Council	discussion requested 3/17
TBD	Discuss what materials may be transported through the City	Pettle	discussion
TBD	Annual Codification Supplement	C'Sec	April
TBD	Alarm Ord.		3/1/16 Email C. Pettle
TBD	Solicitors' Permit Ord.		3/1/16 Email C. Pettle
TBD	Charter Committee	Flanigan	Added 12/4/15; 3/10 Budget/Planning Session
Jan., Apr., July., Oct,	Republic Waste Report		REQUIRED PER ORDINANCE AND AGREEMENT.
May	Subdivision Revisions	Shepherd	
May	Moss Ridge Drainage	Flanigan	11/10 Annual Planning Session
May 1, 2016	ASSC Annual Membership Dues	Flanigan	Annual membership fee
June	Outdoor Weather Alert/Alarm System	Stone/Flanigan	reqstd 5/19; 11/10 Annual Plnng Mtg; 1/19 CC Agnd
June	Weather Station w/Water Consultant	Flanigan	11/10 Annual Planning Session; added comment 2016 1112
June 7, 2016	Appointment of Court Officials	Resolution	Resolution 2014-445
June 7, 2016	Canvass May Election	City Secretary	Annual

CITY COUNCIL  
FUTURE AGENDA ITEMS

	<b>ITEM DESCRIPTION</b>	<b>CONTACT</b>	<b>Notes</b>
June 7, 2016	Newsletter Committee	City Secretary	Resolution 2014-437
June 7, 2016	Appointment of Contract Review Committee	Resolution	every two years coincides with Mayor's term
July 5, 2016	Review Curfew Ordinance 594		